

## EASY DOMESTIC TRAVEL INSURANCE

Apollo DKV Insurance Company Limited will provide the insurance cover detailed in the Policy to the Insured Person up to the Sum Insured subject to the terms and conditions of this Policy, Your payment of premium, and Your statements in the Proposal, which is incorporated into the Policy and is the basis of it.

### **BENEFITS**

We will provide the Benefits as detailed below and shown in the Schedule to be operative for an event or occurrence described in such Benefits that occurs during the Policy Period. The Sum Insured for each Section represents Our maximum liability for each Insured Person for any and all claims made under that Section during the Policy Period.

#### **Section. 1      Accident: Medical Treatment, Assistance & Evacuation**

If any Insured Person suffers an Accident during the Risk Period that alters the Insured Person's state of health and requires immediate medical treatment in order to maintain life or relieve immediate pain or distress, then We will pay:

##### **1) Medical Treatment**

The Medical Expenses incurred for Hospitalisation or Out-patient Treatment during the Risk Period for:

- a) Room rent, boarding expenses,
- b) Nursing,
- c) Intensive care unit,
- d) Medical Practitioner,
- e) Anaesthesia, blood, oxygen, operation theatre charges, surgical appliances,
- f) Medicines, drugs and consumables,
- g) Diagnostic procedures,
- h) The cost of prosthetic and other devices or equipment if implanted internally during a Surgical Procedure.

##### **2) Medical Evacuation**

We will reimburse the reasonable cost of the transportation of the Insured Person (and an attending Medical Practitioner if We are satisfied this is necessary) during the Risk Period (a) from a Hospital to the nearest facility which is prepared to admit the Insured Person and provide the necessary medical services if such medical services cannot satisfactorily be provided at a Hospital where the Insured Person is situated, and (b) following the treatment, from the place in which the Hospital is based to the Insured Person's usual place of residence, provided in both cases that:

- a) Transportation has been prescribed by a Medical Practitioner and is medically necessary, and
- b) Our Assistance Company has agreed to the reimbursement of the costs of transportation in advance of the transportation, and has arranged the same.

##### **3) Transportation of mortal remains**

If the Insured Person dies during the Risk Period, then We will reimburse the reasonable cost of either transporting his mortal remains to his usual place of residence or to a cremation or burial ground.

#### **Special Exclusions to Section 1**

We will not make any payment for any claim in respect of any Insured Person directly or indirectly for, caused by, arising from or in any way attributable to:

- a) The treatment of any illness even if caused by the Accident suffered by the Insured Person, except any caused by accident and requiring immediate medical treatment in order to maintain life or relieve immediate pain or distress.
- b) Any medical treatment which was not medically necessary.
- c) Plastic or cosmetic surgery unless this is certified by the attending Medical Practitioner to be medically necessary for reconstruction following an Accident.
- d) Dental treatment or surgery of any kind, unless to sound natural teeth and necessitated by an Accident.
- e) Any health check-ups or examinations or measures primarily carried out for diagnostic or investigative reasons for any purpose other than treatment related to an accident
- f) Any costs relating to physiotherapy unless undertaken while the insured person is hospitalised.
- g) Any costs or periods of residence incurred in connection with rest cures or recuperation at spas or health resorts, sanatorium, convalescence homes or any similar institution.
- h) Any costs in any way related to psychiatric or mental disorders.
- i) Any costs relating to the Insured Person's pregnancy, childbirth or the consequences of either.
- j) Any congenital internal or external diseases, defects or anomalies.

## **Section. 2      Total Loss of Checked-in Baggage**

If an Insured Person's accompanying checked-in baggage is permanently lost by a Carrier on which the Insured Person is travelling as a fare paying passenger to his destination and to whom it was entrusted against a receipt during the Risk Period, then We will pay the amount required to purchase new items of the same kind and quality less the amount representing the condition and reasonable depreciation of the articles lost, provided that:

- a) Our maximum liability for any one item within one piece of baggage will be 10% of the Sum Insured. If the Insured Person has checked in more than one item of baggage, then Our maximum liability for all items within one piece of baggage will be 50% of the Sum Insured.
- b) The Insured Person obtains a property irregularity report from the Carrier confirming the loss.
- c) If Section 3 is effective and We have accepted a claim under it, then We will only pay the difference between the amount due or paid under Section 3 and the amount payable in respect of the subsequent claim.
- d) Our liability will be limited to the travel destinations specified in the Insured Person's original travel ticket, including all halts and destinations specified therein.
- e) Our payment will be reduced by any sum for which the Carrier is liable to make payment.

### **Special Exclusions to Section 2**

We will not make any payment for any claim in respect of any Insured Person directly or indirectly for, caused by, arising from or in any way attributable to:

- a) Valuables, Money, any kinds of securities or tickets.
- b) Any loss of checked-in baggage amounting to a partial loss or not amounting to a permanent loss.

- c) Any item within the checked-in baggage that is valued at more than Rs. 2000 if the Insured Person cannot provide Us with satisfactory proof of ownership.
- d) Any actual or alleged loss arising from any delay, detention, confiscation or distribution of baggage by customs, police or other public authorities.
- e) Any item that the Carrier's policy or rule specifies should not have been carried.
- f) Animals, perishables and consumables.
- g) Any loss of baggage sent in advance or souvenirs and articles mailed or shipped separately.

### **Section. 3      Delay of Checked-in Baggage**

If the delivery of an Insured Person's accompanying checked-in baggage is delayed by a Carrier on which the Insured Person is travelling as a fare paying passenger and to whom it was entrusted against a receipt during the Risk Period, then We will reimburse the actual expenses incurred by the Insured Person in purchasing essential personal items of medication, toiletries or clothing, provided that:

- a) The delay is 12 or more hours from the scheduled arrival time.
- b) The Insured Person gives Us written proof of delay from the Carrier.
- c) Our liability will be limited to the travel destinations within India specified in the Insured Person's original travel ticket, including all halts and destinations specified therein.
- d) Our payment will be reduced by any sum for which the Carrier is liable to make payment.

### **Special Exclusion to Section 3**

We will not make any payment for any delay directly or indirectly caused by, arising from or in any way attributable to:

- a) Any actual or alleged delay arising from detention, confiscation or distribution by customs, police or other public authorities.
- b) Any delay of checked-in baggage on the return to the Insured Person's usual place of residence.

### **Section. 4      Personal Liability**

- a) We will indemnify an Insured Person subject to the Limit of Indemnity specified in the Schedule against his actual legal liability (including defence costs) to pay damages for his negligence which results from a third party civil claim first made against the Insured Person during the Policy Period for third party death, bodily injury or property damage.
- b) To the extent that We accept a claim under a) then We will also, 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.
- c) Coverage under a) is limited to third party civil claims which are made against an Insured Person during the Policy Period for an event or occurrence which took place during the Risk Period.

### **Special Conditions to Section 4**

- a) The Insured Person shall:

- i) Immediately and in any event within 10 days give Us written notice of any claim or demand made against him or any circumstance which might reasonably be expected to give rise to a claim or demand.
  - ii) Not admit liability for or settle or compromise or make or promise any payment in respect of any claim or incur any costs or expenses in connection with it without Our prior written consent.
  - iii) Allow Us (in Our sole and absolute discretion) to take over and conduct in the name of the Insured Person the investigation, defence and/or settlement of any claim, for which purpose the Insured Person shall provide all the cooperation and assistance We may require. Having taken over the defence of any claim, We may in Our sole and absolute discretion relinquish the same.
- b) We will not settle any claim without the Insured Person's consent but if the Insured Person refuses to consent to any settlement We recommend and chooses to contest or continue any legal proceedings, then Our liability will not exceed the amount for which the claim could have been settled plus the defence costs incurred with Our consent up to the date of such refusal.
  - c) In respect of any claim, We may in Our sole and absolute discretion make payment of the lesser of the amount available under the Limit of Indemnity or of any lesser amount for which the claim could be settled in full and final settlement of any liability We may have under this Policy in respect of the claim, including the costs of defending it.
  - d) Any and all amounts We expend in the payment of any claim or defence costs will reduce the Limit of Indemnity.

#### **Special Exclusions to Section 4**

We will not make any payment for any claim in respect of any Insured Person directly or indirectly for, caused by, arising from or in any way attributable to:

- a) A claim by one Insured Person against another Insured Person with whom he had arranged to travel or against an Insured Person by a relation, a travelling companion or work colleague.
- b) The transmission of an illness by an Insured Person.
- c) The Insured Person's professional activities or the supply of goods or services.
- d) Being a keeper or owner of animals.
- e) The ownership, possession or use of vehicles, aircraft or watercraft.
- f) The use or misuse of weapons, including firearms.
- g) Any deliberate, wilful, malicious or unlawful act or omission.
- h) Insanity, the use or abuse of solvents, alcohol or drugs (except as medically prescribed but not including for the treatment of drug addiction).
- i) Any ownership or occupation of land or buildings except as a temporary residence by the Insured Person.
- j) Any agreed assumption of risk except to the extent that liability would have attached in the absence of such agreement.

#### **Section. 5      Personal Accident**

- a) If during the Risk Period an Insured Person suffers an Accident and this solely and directly results in:

- i) His death within 365 days of the Accident, then We will pay the Sum Insured.
- ii) The permanent impairment of the Insured Person’s physical capabilities as detailed in the table below only within 365 days of the Accident, then We will make payment in accordance with the table below if that permanent impairment is claimed for and confirmed by the attending Medical Practitioner and Our medical advisor within 365 days of the Accident.

	% of Sum Insured
Accidental death	100%
Loss of 2 Limbs (both hands or both feet or one hand and one foot)	100%
Loss of a Limb and an eye	100%
Complete and irrecoverable loss of sight of both eyes	100%
Complete and irrecoverable loss of speech & hearing of both ears	100%
Loss of a Limb	50%
Complete and irrecoverable loss of sight of an eye	50%

In no event shall Our payment under this Section exceed the Sum Insured.

**Special Conditions to Section 5**

- a) If the Insured Person dies as a result of the Accident within 365 days of its occurrence, or thereafter for any other covered reason, and a claim for permanent impairment had been made prior to the death, then We will make payment of the Sum Insured less any sum paid for the permanent impairment, and any sum that was due to be paid for the permanent impairment shall not be paid.
- b) If the Insured Person is not found within 365 days of the disappearance, sinking or wrecking of the Carrier in which he was travelling as a fare paying passenger, the Insured Person will be presumed to have died as a result of the Accident.

**Special Exclusions to Section 5**

We will not make any payment for any claim in respect of any Insured Person directly or indirectly for, caused by, arising from or in any way attributable to any of the following unless expressly stated to the contrary in this Policy:

- a) Bacterial infections (except pyogenic infection which occurs through an Accidental cut or wound).
- b) Medical or surgical treatment except as necessary solely and directly as a result of an Accident.
- c) Hernia.

**Section. 6 Personal Accident: Carrier**

If during the Risk Period an Insured Person suffers an Accident while travelling as a fare paying passenger in a Carrier (including boarding and alighting from that Carrier) or is struck by a Carrier, and this solely and directly results in:

- a) His death within 365 days of the Accident, then We will pay the Carrier PA Sum Insured.
- b) The permanent impairment of the Insured Person’s physical capabilities as detailed in the table below only within 365 days of the Accident, then We will make payment in accordance with the table below if that permanent impairment is claimed for and

confirmed by the attending Medical Practitioner and Our medical advisor within 365 days of the Accident.

	% of Sum Insured
Accidental death	100%
Loss of 2 Limbs (both hands or both feet or one hand and one foot)	100%
Loss of a Limb and an eye	100%
Complete and irrecoverable loss of sight of both eyes	100%
Complete and irrecoverable loss of speech & hearing of both ears	100%
Loss of a Limb	50%
Complete and irrecoverable loss of sight of an eye	50%

In no event shall Our payment under this Section exceed the Sum Insured.

#### Special Conditions to Section 6

- a) If the Insured Person dies as a result of the Accident within 365 days of its occurrence, or thereafter for any other covered reason, and a claim for permanent impairment had been made prior to the death, then We will make payment of the Sum Insured less any sum paid for the permanent impairment, and any sum that was due to be paid for the permanent impairment shall not be paid.
- b) If the Insured Person is not found within 365 days of the disappearance, sinking or wrecking of the Carrier in which he was travelling as a fare paying passenger, the Insured Person will be presumed to have died as a result of the Accident.

#### Special Exclusions to Section 6

We will not make any payment for any claim in respect of any Insured Person directly or indirectly for, caused by, arising from or in any way attributable to any of the following unless expressly stated to the contrary in this Policy:

- a) Bacterial infections (except pyogenic infection which occurs through an Accidental cut or wound).
- b) Medical or surgical treatment except as necessary solely and directly as a result of an Accident.
- c) Hernia.

#### Section. 7 Trip Cancellation

If an Insured Person's outward journey as a fare paying passenger (as shown on his original travel booking and ticket) on a Carrier is unavoidably cancelled because of:

- a) The death of the Insured Person or the travelling Insured Person's Immediate Family Member or travelling companion, or
- b) The Hospitalisation of the Insured Person or the travelling Insured Person's parent, spouse or child due to a sudden illness or injury where a Medical Practitioner has recommended that due to the severity of the medical condition it is necessary to cancel the trip.

Then We will reimburse up to the Trip Cancellation Sum Insured, for those travel and accommodation expenses that the Insured Person has paid and cannot recover or for which no value can be derived or he is liable to pay.

#### Special Exclusions to Section 7

We will not make any payment for any claim in respect of any Insured Person directly or indirectly for, caused by, arising from or in any way attributable to:

- a) Childbirth, pregnancy or related medical complications.
- b) Any charges that could have been avoided but were incurred because of any delay in cancelling travel or accommodation.
- c) Facts or matters of which the Insured Person was aware or should have been aware might result in the cancellation of the trip.
- d) The Hospitalisation of the Insured Person or the travelling Insured Person's parent, spouse or child for due to depression or anxiety, mental, nervous or emotional disorders, alcohol or drug abuse, addiction or overdose, elective, cosmetic, or plastic surgery
- e) Travel and accommodation expenses that the Insured Person has paid and cannot recover or for which no value can be derived or he is liable to pay if he paid or committed to such expenses when he knew or should have known of the possibility of cancellation.

#### **Section. 8      Trip Curtailment**

If an Insured Person's journey as a fare paying passenger (as shown on his original travel booking and ticket) on a Carrier is unavoidably curtailed during the Risk Period before completion and after it has commenced because of:

- a) The death of the Insured Person or the travelling Insured Person's Immediate Family Member or travelling companion, or
- b) The Hospitalisation of the Insured Person or the travelling Insured Person's parent, spouse or child for due to a sudden illness or injury where a Medical Practitioner has recommended that due to the severity of the medical condition it is necessary to curtail the trip.

Then We will reimburse up to the Trip Curtailment Sum Insured, for those travel and accommodation expenses that the Insured Person has paid and cannot recover or for which no value can be derived or he is liable to pay.

#### **Special Exclusions to Section 8**

We will not make any payment for any claim in respect of any Insured Person directly or indirectly for, caused by, arising from or in any way attributable to:

- a) Childbirth, pregnancy or related medical complications.
- b) Any charges that could have been avoided but were incurred because of any delay in cancelling travel or accommodation.
- c) Facts or matters of which the Insured Person was aware or should have been aware might result in the curtailment of the trip.
- d) The Hospitalisation of the Insured Person or the travelling Insured Person's parent, spouse or child for due to depression or anxiety, mental, nervous or emotional disorders, alcohol or drug abuse, addiction or overdose, elective, cosmetic, or plastic surgery
- e) Travel and accommodation expenses that the Insured Person has paid and cannot recover or for which no value can be derived or he is liable to pay if he paid or committed to such expenses when he knew or should have known of the possibility of curtailment.

#### **Section. 9      Emergency Travel**

If We have accepted a claim under Section 1-1) and the Accident suffered by the Insured Person necessitates his Hospitalisation for more than 7 consecutive days, We will reimburse the actual

cost of an economy return airfare for one Immediate Family Member to travel to the Insured Person's place of Hospitalisation subject to the Emergency Travel Sum Insured, provided that:

- a) The Immediate Family Member resides in India, and
- b) The Insured Person was travelling alone.

#### **Section. 10    Emergency Hotel**

If We have accepted a claim under Section 1-1) and the Accident suffered by the Insured Person necessitates his Hospitalisation for more than 7 consecutive days, We will reimburse the reasonable costs of accommodation (boarding and lodging), of the Immediate Family Member subject to the Emergency Hotel Sum Insured, provided that:

- a) The Immediate Family Member resides in India, and
- b) The Insured Person was travelling alone.

#### **Section. 11    Flight Delay**

If an Insured Person's journey on a Carrier as a fare paying passenger is delayed for a continuous and completed 6 hour period beyond its scheduled departure or scheduled arrival time during the Risk Period because of any of the reasons below, then We will reimburse up to the Flight Delay Sum Insured for those expenses incurred by the Insured Person for meals and accommodation provided that neither meals nor accommodation were offered by the Carrier or any other person without charge:

- a) Delay of the Carrier due to any severe weather conditions.
- b) Delay caused by strike or industrial action by the employees of the Carrier.
- c) Delay caused by any sudden or unforeseen breakdown of the Carrier's equipment.

#### **Special Condition to Section 11**

- a) The Insured Person must provide Us with written confirmation from the Carrier of the length and exact nature of the delay.

#### **Special Exclusions to Section 11**

We will not make any payment for any claim in respect of any Insured Person directly or indirectly for, caused by, arising from or in any way attributable to:

- a) Facts or matters of which the Insured Person was aware or should have been aware might result in a delay at the time the Insured Person booked his ticket.
- b) Any delay arising from the order or action of any government, civil authority or official government body.
- c) Voluntary suspension of services by the Carrier.

#### **Section. 12    Trip Delay**

If an Insured Person's journey on a Carrier or Scheduled Railway as a fare paying passenger is delayed for a continuous and completed 6 hour period beyond its scheduled departure or scheduled arrival time during the Risk Period because of any of the reasons below, then We will reimburse up to the Trip Delay Sum Insured for those expenses incurred by the Insured Person for meals and accommodation provided that neither meals nor accommodation were offered by the Carrier or Scheduled Railway or any other person without charge:

- a) Delay of the Carrier or Scheduled Railway due to any severe weather conditions.

- b) Delay caused by strike or industrial action by the employees of the Carrier or Scheduled Railway.
- c) Delay caused by any sudden or unforeseen breakdown of the Carrier or Scheduled Railway's equipment.

#### **Special Condition to Section 12**

- a) The Insured Person must provide Us with written confirmation from the Carrier or Scheduled Railway of the length and exact nature of the delay.

#### **Special Exclusions to Section 12**

We will not make any payment for any claim in respect of any Insured Person directly or indirectly for, caused by, arising from or in any way attributable to:

- a) Facts or matters of which the Insured Person was aware or should have been aware might result in a delay at the time the Insured Person booked his ticket.
- b) Any delay arising from the order or action of any government, civil authority or official government body.
- c) Voluntary suspension of services by the Carrier or Scheduled Railway.

#### **GENERAL EXCLUSIONS:**

We will not make any payment for any claim in respect of any Insured Person directly or indirectly for, caused by, arising from or in any way attributable to any of the following unless expressly stated to the contrary in this Policy:

- a) War or any act of war, invasion, act of foreign enemy, war like operations (whether war be declared or not or caused during service in the armed forces of any country), civil war, public defence, rebellion, revolution, insurrection, military or usurped acts, nuclear weapons/materials, chemical or biological weapons, radiation of any kind.
- b) Any Insured Person's participation or involvement in naval, military or air force operation or professional or semi-professional sporting, racing, diving, aviation, scuba diving, parachuting, hang-gliding, rock or mountain climbing.
- c) Arising or resulting from the insured person(s) committing any breach of law with criminal intent, or intentional self injury, suicide or attempted suicide while sane or insane.
- d) The abuse or the consequences of the abuse of intoxicants or hallucinogenic substances such as drugs and alcohol, including smoking cessation programs and the treatment of nicotine addiction or any other substance abuse treatment or services, or supplies.
- e) The loss or destruction or damage to any property whatsoever or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from:
  - i) Ionising radiation or contamination by radioactivity from any nuclear waste from combustion of nuclear fuel; or
  - ii) The radioactive, toxic, explosive or other hazardous properties of any explosion nuclear assembly or nuclear component, thereof
  - iii) Asbestosis or other related sickness or disease resulting from the existence, production, handling, processing, manufacture, sale, distribution of asbestos or other products thereof.
- f) Obesity or morbid obesity or any weight control program, where obesity means a condition in which the Body Mass Index (BMI) is above 29 & morbid obesity means a condition where BMI is above 37.

- g) Pregnancy (including voluntary termination), miscarriage (except as a result of an Accident or Illness), maternity or birth (including caesarean section) except in the case of ectopic pregnancy.
- h) Any non allopathic treatment.
- i) Charges related to a Hospital stay not expressly mentioned as being covered, including but not limited to charges for admission, discharge, administration, registration, documentation and filing.
- j) Items of personal comfort and convenience including but not limited to television, telephone, foodstuffs, cosmetics, hygiene articles, body care products and bath additive, barber or beauty service, guest service as well as similar incidental services and supplies, and vitamins and tonics, unless vitamins and tonics are certified to be required by the attending Medical Practitioner as a direct consequence of an otherwise covered claim.
- k) Treatment rendered by a Medical Practitioner which is outside his discipline or the discipline for which he is licensed; referral-fees or out-station consultations; treatments rendered by a Medical Practitioner who shares the same residence as an Insured Person or who is a member of an Insured Person's family, however proven material costs are eligible for reimbursement in accordance with the applicable cover.
- l) The provision or fitting of hearing aids, spectacles or contact lenses including optometric therapy, any treatment and associated expenses for alopecia, baldness, wigs, or toupees, medical supplies including elastic stockings, and similar products unless it is used for and during the hospital stay.
- m) Non-prescription drugs or treatments.
- n) If the Insured Person is travelling against the advice of a Medical Practitioner, or is receiving or on a waiting list for specified medical treatment, or is traveling for the purpose of obtaining medical treatment, or has received a terminal prognosis for a medical condition.
- o) Venereal disease, sexually transmitted disease or illness; "AIDS" (Acquired Immune Deficiency Syndrome) and/or infection with HIV (Human immunodeficiency virus) including but not limited to conditions related to or arising out of HIV/AIDS such as ARC (AIDS related complex), Lymphomas in brain, Kaposi's sarcoma, tuberculosis.
- p) Any act of Terrorism which means an act, including but not limited to the use of force or violence and/or the threat thereof, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological, or ethnic purposes or other reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- q) Experimental, investigational or unproven treatment devices and pharmacological regimens, or measures primarily for diagnostic, X-ray or laboratory examinations or other diagnostic studies which are not consistent with or incidental to the diagnosis and treatment of the positive existence or presence of any Illness for which confinement is required at a Hospital.
- r) Any Pre-existing Condition declared or not declared or any complication arising from it.
- s) Any person who has obtained cover and is under Age 180 days or above Age 70 years.

#### **GENERAL CONDITIONS**

##### **a) Conditions Precedent**

The fulfilment of the terms and conditions of this Policy (including the payment of premium by the due dates mentioned in the Schedule) insofar as they relate to anything to be done or complied with by You or any Insured Person shall be conditions precedent to Our liability.

**b) Insured Person**

Only those persons to whom a Certificate of Insurance has been issued shall be covered under this Policy. Any person may be accepted as an Insured Person during the Policy Period only after his application has been accepted by Us, additional premium has been paid and We have issued a Certificate of Insurance to such person.

**c) Notification of Claim**

- 1) If any treatment, consultation or procedure for which a claim may be made is required in an emergency, then We or Our Assistance Company must be informed within 7 days of the beginning of such treatment, consultation or procedure.
- 2) In all other cases, We or Our Assistance Company must be informed of any event or occurrence that may give rise to a claim under this Policy within 7 days of the occurrence of the event giving rise to the claim.

**d) Supporting Documentation & Examination**

- 1) The Insured Person shall provide Us with any documentation and information We or Our Assistance Company may request to establish the circumstances of the claim, its quantum or Our liability for it within 30 days of the earlier of Our request or the Insured Person's discharge from Hospitalisation or completion of treatment or the completion of the event or occurrence giving rise to a claim. Such documentation will include but is not limited to the following in English:
  - i. Our claim form, duly completed and signed for on behalf of the Insured Person.
  - ii. Original Bills (including but not limited to pharmacy purchase bill, consultation bill, diagnostic bill) and any attachments thereto like receipts or prescriptions in support of any amount claimed which will then become Our property.
  - iii. All reports, including but not limited to all medical reports, case histories, investigation reports, treatment papers, discharge summaries.
  - iv. A precise diagnosis of the treatment for which a claim is made.
  - v. A detailed list of the individual medical services and treatments provided and a unit price for each.
  - vi. Prescriptions that name the Insured Person and in the case of drugs: the drugs prescribed, their price and a receipt for payment. Prescriptions must be submitted with the corresponding Medical Practitioner's invoice.
- 2) The Insured Person additionally hereby consents to:
  - i. The disclosure to Us of documentation and information that may be held by medical professionals and other insurers.
  - ii. Being examined by any Medical Practitioner We authorise for this purpose when and so often as We may reasonably require. We will bear the reasonable costs towards performing such medical examination (at the specified location) of the Insured Person.

**e) Claims Payment**

- 1) We shall be under no obligation to make any payment under this Policy unless We have been provided with the documentation and information We or Our Assistance Company has requested to establish the circumstances of the claim, its quantum, Our liability for it, the Insured Person's usual place of residence, and unless the Insured Person has complied with his obligations under this Policy.
- 2) All payments made shall be subject to an applicable Deductible (if any) for such payment for each and every claim made, and to the Accumulation Limit.

- 3) We will only make payment to an Insured Person who will be deemed to be authorised by You to receive the concerned payment. If the Insured Person has died, We will only make payment to:
  - i. The Nominee (as named in the Certificate of Insurance), or
  - ii. The Insured Person's, legal heirs if no nominee has been appointed, or if the nominee has died.
- 4) All payments under this Policy will be in Indian Rupees only.
- 5) We are not obliged to make payment for any claim or that part of any claim that could have been avoided or reduced if the Insured Person had taken reasonable care or could reasonably have minimised the costs incurred, or that is brought about or contributed to by the Insured Person failing to follow the directions, advice or guidance provided by Us or by Our Assistance Company or by a Medical Practitioner.
- 6) We will not pay any interest on any benefit We are liable to pay.

**f) Fraud**

If any claim is in any manner dishonest or fraudulent, or is supported by any dishonest or fraudulent means or devices, whether by You or any Insured Person or anyone acting on behalf of You or an Insured Person, then this Policy shall be void and all benefits paid under it shall be forfeited.

**g) Other Insurance**

If at the time when any claim arises under this Policy, there is in existence any other Policy effected by any Insured Person or on behalf of any Insured Person which covers any claim in whole or in part made under this Policy (or which would cover any claim made under this Policy if this Policy did not exist) then We shall not be liable to pay or contribute more than Our rateable proportion of the claim.

If the other insurance which also covers, or would cover, a claim made by the Insured Person includes a policy/Certificate of Insurance issued by Us, then Our total liability shall not exceed the amount that would have been payable under the policy/Certificate of Insurance which pays the highest monetary benefit for the claim made, and further Our liability shall be restricted to Our rateable proportion if there is a policy issued by another Insurer.

**h) Subrogation**

You and/or any Insured Persons shall at Your own expense do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by Us for the purpose of enforcing and/or securing any civil or criminal rights and remedies or obtaining relief or indemnity from any other party to which We are or would become entitled upon Us making reimbursement under this Policy, whether such acts or things shall be or become necessary or required before or after Our payment. Neither You nor any Insured Person shall prejudice these subrogation rights in any manner and shall at Your own expense provide Us with whatever assistance or cooperation is required to enforce such rights. Any recovery We make pursuant to this clause shall first be applied to the amounts paid or payable by Us under this Policy and Our costs and expenses of effecting a recovery, whereafter We shall pay any balance remaining to You.

**i) Alterations to the Policy**

This Policy constitutes the complete contract of insurance. This Policy cannot be changed or varied by anyone (including an insurance agent or broker) except Us, and any change We make will be evidenced by a written endorsement signed and stamped by Us.

**j) Notices**

Any notice, direction or instruction under this Policy shall be in writing and if it is to:

- 1) Any Insured Person, then it shall be sent to You at Your address specified in the Schedule and You shall act for all Insured Persons for these purposes.
- 2) Us, it shall be delivered to Our address specified in the Schedule. No insurance agents, brokers or other person or entity is authorised to receive any notice, direction or instruction on Our behalf unless We have expressly stated to the contrary in writing.

**k) Dispute Resolution Clause**

Any and all disputes or differences under or in relation to this Policy shall be determined by the Indian Courts and subject to Indian law.

**l) Geography**

This Policy applies to incidents anywhere within India only, and it is expressly agreed that an Insured Person's usual place of residence for the purposes of this Policy and the benefits payable under it will be and remain within India.

**m) Termination**

- 1) You may terminate this Policy at any time by giving Us written notice, and the Policy shall terminate when such written notice is received by Us. If no claim has been made under the Policy then We will refund premium in accordance with the table below:

<b>Length of time Policy in force</b>	<b>Refund of premium</b>
up to 1 month	75%
up to 3 months	50%
up to 6 months	25%
exceeding 6 months	0%

- 2) We may terminate this Policy without assigning any reason upon 30 days notice by sending an endorsement to Your address shown in the Schedule, and We shall refund a rateable proportion of the premium as long as no claim has been made under the Policy. If the Policy is cancelled, then each Certificate of Insurance which is already in force under the Policy will continue in force until the end of the Risk Period.
- 3) The amount paid for any Certificate of Insurance will be non-refundable.

**n) Renewal**

- 1) This Policy will terminate no later than the expiry date of the Policy Period unless we have agreed in writing to an extension of the Policy Period and Our conditions for agreeing to the extension, including as to the payment of additional premium, have been met.
- 2) We are under no obligation to give notice that the Policy is due for renewal, or to renew it or to renew it on the same terms whether as to premium or otherwise. We shall be entitled to call for and receive any information or documentation before agreeing to renew the Policy, and in renewing We are not bound to renew for all Insured Persons.
- 3) The Certificate of Insurance will terminate no later than the expiry date mentioned therein or the end of the Risk Period (whichever is earlier). No renewal or extension of the Certificate of Insurance will be permitted. After the commencement of the Risk Period, the amount paid for the Certificate of Insurance will be non-refundable.

**DEFINITIONS**

The terms defined below have the meanings ascribed to them wherever they appear in this Policy and, where appropriate, references to the singular include references to the plural; references to the male include the female and references to any statutory enactment include subsequent changes to the same.

- a) **Accident** or **Accidental** means a sudden, unforeseen and unexpected event caused by external, violent and visible means (but does not include any Illness) which results in physical bodily injury during the Risk Period.
- b) **Accumulation Limit** means the amount stated in the Schedule which represents Our maximum liability for all claims under any and all benefits from all Insured Persons arising from the same Accident, event or occurrence or series of related Accidents, events or occurrences, and if at any time the total value of unpaid claims would, if paid, result in the Accumulation Limit being exceeded (even if the Sum Insured is not) the individual benefits attributable to those outstanding claims shall be reduced pro rata as necessary to ensure that the Accumulation Limit is not exceeded.
- c) **Age** or **Aged** means completed years as at the commencement date.
- d) **Carrier** means a civilian air carrier :
- 1) which is operating under a valid licence issued by the appropriate Indian governmental authority for the transportation of passengers within India by air for a fee, and
  - 2) which maintains and publishes tariffs for regular passenger air services which it operates between named cities at regular and specified times.
- e) **Certificate of Insurance** means the certificate We issue to an Insured Person. The Certificate of Insurance can only be issued prior to the commencement of the Risk Period.
- f) **Deductible** means, in respect of each and every claim, the amount stated in the Schedule which will first be paid by each Insured Person or apply for the period of time stated in the Schedule.
- g) **Medical Practitioner** means a person who holds a qualification in medicine from a recognised institution and is registered and licensed by a state council, governed by the Medical Council of India, in which he operates and is practicing within the scope of such license and will include (but is not limited to) physicians, specialists and surgeons who satisfy the aforementioned criteria.
- h) **Hospitalisation** or **Hospitalised** means the Insured Person's admission into a Hospital for medically necessary treatment as an inpatient for a continuous period of at least 24 hours following an Accident occurring during the Risk Period.
- i) **Hospital** means any institution in India (including nursing homes) established for medical treatment which:
- Either:
- has been registered and licensed as a hospital with the appropriate local or other authorities competent to register hospitals in the relevant area and is under the constant supervision of a Medical Practitioner and is not, except incidentally, a clinic, rest home, or convalescent home for the addicted, detoxification centre, sanatorium, home for the aged, mentally disturbed, remodelling clinic or similar institution.
- Or:
- (i) is under the constant supervision of a Medical Practitioner, and
  - (ii) has fully qualified nursing staff (that hold a certificate issued by a recognised nursing council) under its employment in constant attendance , and
  - (iii) maintains daily records of each of its patients, and
  - (iv) has at least 10 inpatient beds, and
  - (v) has a fully equipped and functioning operation theatre.
- j) **Illness** means a sickness (a condition or an ailment affecting the general soundness and health of the Insured Person's body) or a disease (an affliction of the bodily organs having a defined and recognized pattern of symptoms) or pathological condition leading to the impairment of normal physiological function which first manifests itself and requires medical treatment

during the Risk Period. For the avoidance of doubt, Illness does not mean and this Policy does not cover any mental illness or sickness or mental disease (including but not limited to a psychiatric condition, disorganisation of personality or mind, or emotions or behaviour) even if caused by or aggravated by or related to an Accident or Illness. In relation to Section Trip Cancellation, however, it is agreed that the first manifestation requiring Hospitalisation must occur after the Certificate of Insurance is issued.

- k) **Immediate Family Member** means the Insured Person's legal spouse, parent, parent-in-law, child.
- l) **Insured Person** means the persons to whom a Certificate of Insurance has been issued.
- m) **Medical Expenses** means those reasonable and customary medical expenses that an Insured Person has necessarily and actually incurred for medical treatment during the Risk Period or Policy Period and on the advice of a Medical Practitioner following an Accident during the Risk Period, 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 Medical Practitioners in the same locality would have charged for the same medical treatment.
- n) **Money** means cash, bank drafts, current coins, bank and currency notes, treasury notes, cheques, travellers cheques, postal orders and current postage stamps (which are not part of a collection).
- o) **Outpatient Treatment** means consultation, diagnosis or medical treatment taken by any Insured Person at an outpatient department of a Hospital, clinic or associated facility, provided that he is not Hospitalised.
- p) **Policy** means Your statements in the proposal form, Certificate of Insurance, this policy wording (including endorsements, if any) and the Schedule.
- q) **Policy Period** means the period between the commencement date and the expiry date specified in the Schedule.
- r) **Pre-existing Condition** means any condition, ailment or injury or related condition(s) for which Insured Person had signs or symptoms, and / or were diagnosed, and / or received medical advice/ treatment, within 36 months prior to the commencement of the Insured Person first being covered under this Policy
- s) **Risk Period** means only the period between:
  - 1) The scheduled time of departure of the Carrier on which the Insured Person is booked to travel as a fare paying passenger, and
  - 2) The earlier of:
    - a. The time when the Insured Person returns to his usual place of residence as shown in the Certificate of Insurance, and
    - b. The expiry date specified in the Certificate of Insurance.

The Risk Period will be evidenced only by the Certificate of Insurance issued by Us during the Policy Period.
- t) **Schedule** means the schedule attached to and forming part of this Policy, and if more than one then latest in time.
- u) **Scheduled Railway Carrier** means a civilian railway carrier
  - 1) which is operated between named cities under a valid licence issued by the appropriate Indian governmental authority for the transportation of passengers within India by railroad for a fee, and

- 2) which maintains and publishes regular tariffs for regular passenger rail services which it operates between named cities at regular and specified times.
- v) **Sum Insured** means, in respect of each Section, the sum shown in the Schedule against that Section and such sum represents Our maximum liability for each Insured Person for any and all claims made during the Policy Period under that Section.
- w) **Surgical Procedure** means an operative procedure for the correction of deformities and defects, repair of injuries, cure of diseases, relief of suffering and prolongation of life.
- x) **Assistance Company** means the service provider that We appoint from time to time as specified in the Schedule.
- y) **Valuables** means photographic, audio, video, computer (including personal data assistants or handheld computers), telecommunications, electronic and electrical equipment, cellular phones, data recorded on tapes, cards, discs or otherwise, business goods or samples, securities such as credit cards, debit cards, membership cards, tickets or documents, musical instruments, telescopes, binoculars, spectacles, contact or corneal lenses, artificial teeth, bridges or prosthetic limbs, hearing aids, sunglasses, snow skis, motor vehicles (including accessories), motorcycles, boats, motors, any conveyance (except bicycles while checked as baggage with a Carrier), household effects, antiques, watches, art, jewellery, furs and any articles made of precious stones and metals.
- z) **We/Our/Us** means the Apollo DKV Insurance Company Limited.
- aa) **You/Your or Policyholder** means the person named in the Schedule who has concluded this Policy with Us.

## Grievance Redressal Procedure

If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through:

- Our website : [www.apollodkv.co.in](http://www.apollodkv.co.in)
- Email : [customerservice@apollodkv.co.in](mailto:customerservice@apollodkv.co.in)
- Telephone : 1800-102-0333
- Fax : +91-124-4584111
- Courier : Any of our Branch office or corporate office

You may also approach the grievance cell at any of our branches with the details of your grievance during our working hours from Monday to Friday.

If you are not satisfied with our redressal of your grievance through one of the above methods, you may contact our Head of Customer Service at

The Grievance Cell, Apollo DKV Insurance Company Ltd., Masterpiece - Golf Course Road, Sector-54, Gurgaon-122002

If you are not satisfied with our redressal of your grievance through one of the above methods, you may approach the nearest Insurance Ombudsman for resolution of your grievance. The contact details of Ombudsman offices are mentioned below.

<b>Ombudsman Offices</b>	
<b>Jurisdiction</b>	<b>Office Address</b>
Delhi, Rajasthan	2/2 A, 1 <sup>st</sup> Floor, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI - 110 002
West Bengal, Bihar	29, N. S. Road, 3rd Fl., North British Bldg. KOLKATA -700 001.
Maharashtra	3rd Flr., Jeevan Seva Annexe, S.V. Road, Santa Cruz (W), MUMBAI - 400 054
Tamil Nadu, Pondicherry	Fatima Akhtar Court, 4th Flr., 453(old 312 ), Anna Salai, Teynampet, CHENNAI -600 018
Andhra Pradesh	6-2-46, 1 <sup>st</sup> Floor, Moin Court, LaneOpp.SaleemFunctionPalace A. C. Guards, Lakdi-Ka-pool, HYDERABAD - 500 004.
Gujarat	2 <sup>nd</sup> Flr., Ambica House, Nr.C.U. Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD - 380 014
Kerala, Karnataka	2 <sup>nd</sup> Flr., CC 27/ 2603, PulinatBuilding, Opp. Cochin Shipyard, M.G. Road, ERNAKULAM - 682 015
North-Eastern States	Aquarius, Bhaskar Nagar, R.G. Baruah Rd. GUWAHATI - 781 021
Uttar Pradesh	Jeevan Bhawan, Phase 2, 6 <sup>th</sup> Floor, Nawal Kishore Rd., Hazartganj, LUCKNOW - 226 001
Madhya Pradesh	1 <sup>st</sup> Floor, 117, Zone-II, (Above D.M. Motors Pvt. Ltd.) Maharana Pratap Nagar, BHOPAL - 462 011
Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh	S.C.O. No. 101,102 & 103, 2nd Floor, BatraBuilding, Sector 17-D, CHANDIGARH - 160 017
Orissa	62, Forest Park, BHUBANESWAR - 751 009