



## ADVENTURE CARE

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### INBOUND TRAVEL MEDICAL INSURANCE POLICY

WHEREAS the Insured Person is designated in the INBOUND TRAVEL MEDICAL INSURANCE POLICY Schedule hereto having by a proposal and declaration (and Medical History and Physician's Report and Certificates, if any), which shall form part of this Policy and in consideration of the Insured having paid to the Company the premium under the terms, general provisions and conditions, insurance benefits, exclusions, and endorsements of this Insurance Policy, the Company agrees to indemnify the Insured as follows:

# SECTION 1: DEFINITIONS

|                                |       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|--------------------------------|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>The Company</b>             | means | The Insurer(s) under this Policy.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>The Policy Holder</b>       | means | Holder Person or organization specified as Policy Holder in the Schedule of Policy who arranges the insurance for the benefits of the Insured(s). The Policy holder can be the Insured/the Beneficiary.                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>The Insured</b>             | means | The person(s) named as the Insured in the Schedule of Policy and/or Endorsements who is insured by this Policy. The Insured can be the Beneficiary.                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Accident</b>                | means | A sudden, unexpected, unusual, specific, violent, external event, which occurs at a single identifiable time and places and independent of all other causes, results directly, immediately and solely in physical bodily injury which results in a Loss. In no event shall the contracting of any disease and/or illness (including, but not limited to heart attack, stroke or cancer), nor the injection or ingestion of any substance, be considered an Accident. An event which directly or indirectly exacerbates a previously existing physical bodily injury shall not be considered an Accident. |
| <b>Injury</b>                  | means | Bodily injury which is caused directly and solely by an Accident and is independent from other causes.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Sickness</b>                | means | Symptoms, abnormalities, illnesses or diseases contracted by the Insured.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Loss or damage</b>          | means | Bodily injury sustained by the Insured due to accident and resulting in loss of life, dismemberment or loss of sight, or loss of hearing or speech, or disability or injury or any loss or damage as defined in this Policy Wording.                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Adventure Care</b>          | means | Representative of the Company that is authorized to provide services for the Insured regarding information service on medical care advisor, hospital admission, medical evacuation and repatriation, and other services insured by this Policy.                                                                                                                                                                                                                                                                                                                                                          |
| <b>Pre-existing Conditions</b> | means | Physical conditions of the Insured as follows: sickness/ injury/ disease (including complications), symptom or abnormality occurred to the Insured within twenty four (24) months preceding the effective date of this Policy with sufficient indication for a person to seek diagnosis or treatment or for a physician to provide diagnosis or treatment whether or not the Insured has actually taken medical treatment.                                                                                                                                                                               |

# SECTION 1: DEFINITIONS

|                           |       |                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Carrier</b>            | means | Commercial Airlines, Helicopter, Horses or Mules, Passenger Bus, including their crews or agents.                                                                                                                                                                                                                                                                                                 |
| <b>Deductible</b>         | means | The amount stated in the Schedule of Policy to be borne by the Insured in the event of loss or damage.                                                                                                                                                                                                                                                                                            |
| <b>Hospital</b>           | means | An establishment that holds a valid license for providing medical care, treatment and operation and provides diagnostic and surgical facilities, supplies 24-hour nursing services and has at least one physician/treatment physician on duty at all times.                                                                                                                                       |
| <b>Dismemberment</b>      | means | The cutting off of wrist joint or ankle joint and shall also mean the loss of total usage of such members and there is clear medical indication that such members can no longer resume normal usage.                                                                                                                                                                                              |
| <b>Physician</b>          | v     | A person having professional qualification(s) in medicine duly licensed or registered to practice medicine within the scope of his/her license under the law of the country where the physician conducts diagnosis and medical treatment activities. Physician is not at the same time the Policy holder/ the Insured or family member of the Policy holder/ the Insured.                         |
| <b>Medical Expenses</b>   | means | Medical expense and/or any reasonable expenses, which a hospital may charge, a general patient for treatment received by the Insured, but not including the cost of dental related treatment or treatment related to sound pronunciation unless caused by accident, and not including any expenses for Emergency Medical Evacuation and Repatriation and Repatriation of Mortal Remains (if any). |
| <b>Medical Evacuation</b> | means | Emergency evacuation when medically required by a suitable carrier (as determined by the Company's Medical Advisors) to the nearest suitable medical facility in Nepal.                                                                                                                                                                                                                           |
| <b>Family Member</b>      | means | Spouse of the Insured, parents of the Insured, parents of the spouse of the Insured, children or siblings of the Insured.                                                                                                                                                                                                                                                                         |
| <b>Personal Effects</b>   | means | Properties carried on the Insured on the trip which are not stated in the Exclusions.                                                                                                                                                                                                                                                                                                             |
| <b>Baggage</b>            | means | Baggage carrying clothes or personal items required for use while travelling but not including wallet, purse, backpack not being used for carrying clothes or personal items in place of a baggage, or bags for general use which is not travelling baggage.                                                                                                                                      |

# SECTION 2: GENERAL CONDITIONS

## 1. Insurance Contract

The agreement between the Policy Holder and the Company; the Policy Holder shall pay the insurance premium and the Company shall indemnify in case of insured event under the Insurance Contract.

The Insurance Contract includes: Policy wording; Insurance Benefit, Proposal form (if any), Schedule/Certificate of Policy which is an evidence of concluding the Insurance Contract, Endorsements and other agreements (if any). Any changes of wordings in the insurance contract must be agreed by the Company and formally noted in the Insurance Policy or Endorsements for such changes to be valid.

The Company has the right to laterally cancel the Insurance Contract and to collect premium for the period until the time of cancellation if the Policy Holder:

**a)** deliberately provides a false information for the purpose of entering into the Insurance Contract to receive insurance money or to be indemnified.

**b)** fails to perform the duty of providing information for the Company about the circumstances which may increase the risks or create more liabilities for the Company during the contractual period as per the Company's request, pursuant to the Law on Insurance Business.

## 2. Policy Limits and Excesses

This policy has specific limits on the amount the Company will pay which is Maximum Sum Insured (MSI). Some claims will be subject to an excess. This means that The Company will not be liable for the first part of the claim. The amount of the excess has to be paid by the Insured.

## 3. Eligibility

This policy is valid for, travellers visiting Nepal or to the Nepalese residing in Nepal who are 65 years and under at inception, who travels the geographical boundary of Nepal with the intention of adventurous excursion such as hiking, and trekking (up to 5800 meter/19000 ft).

## 4. Evacuation & Repatriations of Mortals

Means providing the necessary means including air transport to search for and move an injured Insured person to the nearest suitable medical facility in Nepal. It also covers the cost of transporting the remains or ashes of an Insured to the point of start.

## 5. Period of Insurance

The period of each trip of the Insured shall commence and expire within the Period of Insurance as stated in the Schedule/Certificate or Policy.

Insurance coverage shall commence two (2) hours before the Insured departs from Kathmandu (or the place as stated in the Schedule/Certificate or the Policy) or at the date and time specified in the Schedule, whichever comes later and shall continue until the Insured shall return to his/her point of start (or the place as stated in the Schedule/Certificate or the Policy)) or until the expiry of the insurance whichever comes first (unless specified otherwise in this Policy)

## SECTION 2: GENERAL CONDITIONS

### 6. Notification of Accident

The Policy Holder, the Insured, the Beneficiary or their representative as the case may be must inform the Company and/or Adventure Care without delay of any injury sustained. In case of loss of life, the Company and/or Adventure Care must be notified immediately unless it can be proven that there is practical reason for the failure to do so and the notification has been made as early as possible.

### 7. Claim Notification and Claim Documents

In claiming for compensation, the Policy Holder, the Insured, the Beneficiary or their representative as the case may be, at own expense, must submit all necessary evidences (as requested by the Company) to the Company within 24 hours from the occurrence of the insured event. However, the failure to file claim within the specified time line shall not diminish the rights of the Insured to claim if it can be proven that there is practical reason for the failure to do so and the claim indemnification has been made as early as possible.

#### 7.1. Claim Procedure for Medical Emergency and Evacuation & Accident

The Policy Holder, the Insured, the Beneficiary or their representative as the case may be must inform the Company and/or Adventure Care without delay with precise location and Policy Number for:

**Accident:** Any injury sustained

**Medical Emergency:** Any illness, abnormalities, disease contracted

Upon receipt of the distress call/message, immediately our local field assists team will be deployed for your assistance and an online doctor will be empaneled for the specific case. Please ensure the patient is prepared and in close proximity so that the online doctors can directly communicate with the beneficiary or their representative. The online doctor in association with the local field assist team shall generate a comprehensive assessment of the case that will determine the implementation of appropriate action. An air or appropriate mode of transportation shall be initiated exclusively based on the provided assessment for swift evacuation.

Please note that Air evacuation works on a cashless basis and the traveling member or the representative must contact the Company at the time of the event. Adventure Care shall not be obliged under any circumstances to reimburse a trekker or pay any third-party service provider for any evacuation costs that have been arranged by the client or the guide or on behalf of the client by any third party.

## SECTION 2: GENERAL CONDITIONS

### 7.2. Claim Document for Emergency Medical Evacuation and Repatriation

- A completed Claim Form of the Company.
- Nomination of a Doctor/Physician for Emergency Medical Evacuation and/ or Health Certificate for repatriation.
- Doctor's Report stating the symptoms, diagnosis and the treatment given.
- The Carrier's Report of Emergency Medical Evacuation and Repatriation.
- Original Financial Invoice with a schedule of incurred expenses.
- A copy of the Insured's Passport (including full immigration and migration parts).
- Emergency Ticket.
- Other documents as necessarily required by the Company.

### 7.3. Claim documents for Medical Expense

- A completed Claim Form of the Company.
- Doctor's Report stating the symptoms, diagnosis and the treatment given.
- Original Receipt of the Medical bills showing details of date, names of medicines, quantities and doses.
- Original Financial Invoice with a schedule of incurred expenses.
- A copy of the Insured's Passport (including full immigration and migration parts).
- Emergency Ticket
- Other documents as necessarily required by the Company.

### 7.4. Claim documents for Dismemberment

- A completed Claim Form of the Company.
- Certification from Doctor of Permanent Disability or Dismemberment.
- A copy of the police report, certified by the Case Officer.
- Medical records about post-accident treatment, including Original bills of Hospital, Lab Reports and Discharge Summary.
- A copy of the Insured's Passport (including full immigration and migration parts).
- Emergency Ticket
- Other documents as necessarily required by the Company.

## SECTION 2: GENERAL CONDITIONS

### 7.5. Claim documents for Death

- A completed Claim Form of the Company.
- A Death Certificate.
- A copy of the autopsy report, certified by the Case Officer or issuing authority.
- A copy of the police report, certified by the Case Officer.
- Situation Background Assessment and Recommendation (SBAR) (Ghatanasthal Muchulka).
- Citizenship of the Deceased.
- Citizenship of the legal Beneficiary.
- Legal documents of the legal heir (legal Beneficiary) and Certificate of Relationship of the Insured with the Beneficiary.
- A copy of the Insured's Passport (including full immigration and migration parts).
- Emergency Ticket.
- Other documents as necessarily required by the Company.

### 7.6. Claim Documents for Loss/Damage/Theft of Baggage

- A completed Claim Form of the Company.
- A letter certifying the loss or damage or "Property Irregularity Report" issued by the carrier or the service provider specifying details of loss or damage in the case the loss or damage occurred while under care of the carrier or service provider.
- A Police Report or Police Register issued by the local police.
- Other documents as necessarily required by the Company.

## 8. Claim Indemnification

The Company shall pay the claim within after the receipt of complete and proper proof of loss or damage. For compensation for loss of life, the Company shall pay to the Beneficiary, while other types of compensation shall be paid to the Insured.

## 9. Beneficiary under this Insurance Policy

Beneficiary is a person or organization specified as Policy Holder in the Schedule of Policy to receive compensation.

In case the Insured is also the Beneficiary and the Insured dies or loses civil act capacity, the Company shall settle in accordance with the terms of Civil Law on representation and inheritance.

## SECTION 2: GENERAL CONDITIONS

### 10. Cancellation of Insurance Policy

The Insurance Policy shall become invalid in case the Policy Holder or the Insured fails to pay the full insurance premium within the agreed premium payment warranty period, in compliance with the requirements of the laws.

Cancellation of Insurance Policy by either party shall be cancellation of the whole Insurance Policy. Cancellation of individual Insurance Benefits or any parts thereof during the Insurance Period cannot be made. Cancellation of Insurance Policy after the Company has issued the Policy shall be without any premium refund.

If it is evident to the Company that the Policy Holder or the Insured acts in dishonesty for self or others to obtain benefit from this insurance, the Company shall have the right to terminate this Policy at any time by giving a written notice and the coverage of this Policy is to cease immediately. In such case, the Company shall make no refund on premium to the Insured.

In all cases, the cancellation of the Insurance Contract shall be subject to the requirements of prevailing laws.

### 11. Law and jurisdiction

The applied laws and jurisdiction (if any) is the laws and jurisdiction of Nepal.

### 12. Arbitration

In the event there is any difference, dispute or claim under this Policy between the Claimant and the Company and if the claimant requests and wishes that such difference or dispute be settled by arbitration, the Company will agree to allow for a ruling by arbitration in accordance with the regulations of Nepal Insurance Authority.

### 13. Rights and Obligations of the Parties

#### 13.1. Rights and Obligations of the Company

##### 13.1.1 The Company has the right to:-

- Collect premium as agreed in the Insurance Contract.
- Request the Policy Holder to provide fully and honestly the information relating to the concluding and performance of the Insurance Contract.
- Unilaterally cancel the Insurance Contract in accordance with the Law on Insurance Business.
- Refuse to pay compensation for the Beneficiary or refuse to indemnify the Insured in cases not within the scope of coverage or being excluded as agreed in the Insurance Contract.
- Request the Insured to implement measures to prevent and minimize loss and damage in accordance with regulations of law.
- Request the third party to reimburse the amount of compensation the Company has indemnified the Insured for the loss and damage caused by the third party to property and civil liability.
- Other rights in accordance with the regulations of law and this Policy.

## SECTION 2: GENERAL CONDITIONS

### 13.1.2 The Company is obliged to:

- Explain to the Policy Holder about the terms and conditions of insurance; rights and obligations of the Policy Holder.
- Issue an Insurance Certificate for the Policy Holder after the insurance contract has been concluded.
- Pay compensation to the Beneficiary or indemnify the Insured in a timely manner after the occurrence of the insured event.
- Other obligations in accordance with the regulations of law and this Policy.

### 13.2. Rights and Obligations of the Policy Holder

#### 13.2.1 The Policy Holder has the right to:

- Request the Company to explain the terms and conditions of insurance and issue an Insurance Certificate.
- Request the Company to pay compensation to the Beneficiary or indemnify the Insured in a timely manner after the occurrence of the insured event.
- Other obligations in accordance with the regulations of law and this Policy.

#### 13.2.2. The Policy Holder is obliged to:

- Pay premium in full, within the time limit and with the method as agreed in the Insurance Contract.
- Declare honestly and in full all the facts related to the Insurance Contract as required by the Company.
- Notify the Company about the circumstances which may increase the risks or create more liabilities for the Company during the contractual period as per the Company's request.
- Notify the Company about the occurrence of insured event as agreed in the Insurance Contract.
- Implement measures to prevent and minimize loss and damage in accordance with regulations of law.
- Other obligations in accordance with the regulations of law and this Policy.

## SECTION 2: GENERAL CONDITIONS

### IMPORTANT CONDITIONS

(Conditions you must meet for this insurance to operate)

The insurance operates only if you meet all of the following conditions:

1. The round trip must begin and end in Kathmandu, Nepal.
2. At the time of arranging the trip or taking out this insurance, neither you nor any other insured person is aware of any circumstances which are likely to lead to a claim under the policy.
3. At the time you send us your application for this insurance, none of the intended insured persons have already left on any trip meant to be covered by this insurance. An insured person is not covered for the entire trip if they leave the trip origin point before the start of the period of insurance.
4. If an insured person has ever been refused cover or had special terms placed on them by any insurer for travel insurance, they must declare this at the point of application and we must accept them, or there will be no cover for them.
5. The insured persons are not travelling against the advice of a doctor or for the purpose of getting medical treatment.
6. The insured persons must be in good health or free from terminal prognosis.

## SECTION 3: INSURANCE BENEFITS

Whilst the Policy is being in force under the terms, Insurance Benefits, exclusions, general provisions and conditions and endorsements of this Insurance Policy and in consideration of the Policy Holder or the Insured having paid to the Company the premium due, the Company agrees to cover specifically for the Insurance Benefit(s) attached to this Policy and per the sum insured specified in the Schedule of Policy and Schedule of Endorsements (if any) only:

| SN | PERCENTAGE OF PERSONAL ACCIDENT BENEFIT          | EVENTS                                                                                                                                                                                                                  |
|----|--------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | 100% of the sum insured                          | for loss of life                                                                                                                                                                                                        |
| 2  | 100% of the sum insured                          | for total permanent disability and such disability must continue for not less than twelve (12) months after the accident or if there is a clear medical indication that the Insured suffers total permanent disability. |
| 3  | 100% of the sum insured                          | for loss of both hands from the wrist joint or both feet from the ankle joint, or loss of sight for both eyes.                                                                                                          |
| 4  | 100% of the sum insured                          | for loss of one hand from the wrist joint and one foot from the ankle joint.                                                                                                                                            |
| 5  | 100% of the sum insured                          | for loss of one hand from the wrist joint and loss of sight in one eye.                                                                                                                                                 |
| 6  | 100% of the sum insured                          | for loss of one foot from the ankle joint and loss of sight for in eye.                                                                                                                                                 |
| 7  | 100% of the sum insured                          | for permanent total loss of speech and hearing of both ears.                                                                                                                                                            |
| 8  | 60% of the sum insured                           | for loss of one hand from the wrist joint.                                                                                                                                                                              |
| 9  | 60% of the sum insured                           | for loss of one foot from the ankle joint.                                                                                                                                                                              |
| 10 | 60% of the sum insured                           | for loss of sight in one eye.                                                                                                                                                                                           |
| 11 | 75% of the sum insured<br>15% of the sum insured | for permanent total loss of hearing of:<br>a) Both ears<br>b) One ear                                                                                                                                                   |

# SECTION 3: INSURANCE BENEFITS

## INSURANCE BENEFITS

### 1. Medical Emergency and Medical Emergency Evacuation

#### Coverage

The Company will reimburse the Insured up to the amount shown in the Schedule of Cover in respect of the cost of medical, surgical or hospital treatment as Emergency Medical Expenses necessarily incurred as a result of the Insured sustaining accidental bodily injury or becoming ill along with medical evacuation expenses.

#### Additional Exclusions Specific to this Insurance Benefit

##### What You Are Not Covered for?

The Company shall not be responsible for:

- the excess for each claim for each separate incident as shown in the Schedule of Cover;
- claims arising directly or indirectly as a result of a Pre-Existing Medical condition;
- claims arising if an Insured is traveling against the advice of a medical practitioner or for the purposes of obtaining medical treatment or;
- claims arising for treatment or surgery which in the opinion of the Company's Medical Advisors is not essential or can reasonably be delayed until the Insured's return to his Home Country;
- claims arising from medical treatment of any kind received after an Insured has returned to his Home Country;
- claims arising from medical treatment of any kind received in any country where the Insured qualifies for national state health care unless this is in excess of the national or state health care provisions;
- claims arising directly or indirectly from pregnancy. Complications of pregnancy occurring during the first 6 months will however be covered.
- claims except at the usual, customary and reasonable level or charges for such services or claims that are not medically necessary.
- from any consequential loss whatsoever. Claims shall only be paid for those losses which are specifically stated under the terms of this insurance;
- directly or indirectly out of financial incapacity of the Insured;
- which but for the existence of this insurance, would be covered under any other insurance policy(ies), including any amounts recovered by the insured from private health insurance, any reciprocal health agreements, airlines, hotels, home contents the Company or any other recovery by the Insured which is the basis of a claim;
- from the Carrier or any other company, from or person either becoming insolvent, or being unable or unwilling to fulfill any part of their obligation of the policy;
- any activity that requires a degree of skill or involves a greater risk including but not limited to all Wintersports, racing, pot-holing, caving, hanggliding, micro-lighting, parachuting, diving with the use of breathing apparatus, go-karting, motor racing or motor cycling above 50 cc;

## SECTION 3: INSURANCE BENEFITS

- from suicide or attempted suicide or willful exposure to danger (except in an attempt to save human life), mental disorder, stress or depression, venereal infection or the influence of or in connection with the use of alcohol or drugs, unless as prescribed by a treating doctor;
- from an Insured being in or entering or descending from an aircraft other than a fully licensed passenger carrying aircraft in which an insured is travelling as a passenger and not for the purpose of undertaking any trade or technical operation therein or thereof;
- from the Insured's exposure to a peril. The Insured must exercise reasonable care to prevent illness, injury or loss or damage of his property as if uninsured;
- directly or indirectly from the Insured being engaged in any manual employment after the commencement of the trip;
- which have not been conclusively proven and the amount thereof substantiated;
- as a result of any loss, damage, expense or liability or whatsoever nature which might otherwise be recoverable under this insurance arising out of or in any way connected with whether directly or indirectly, the use or operation of any.

### 2. Repatriation

#### Coverage

- The Company reserves the right to repatriate when in the opinion of the doctor in attendance and the Company's Medical Advisors, the Insured is fit to travel, the Company further reserves the right to discontinue cover in the event that the Insured refuses to be repatriated;
- Further it covers the cost of transporting the remains of an Insured.
- Repatriation of the insured or remains shall be within the limit and up to Kathmandu (Capital City).

However, for the above coverage the limit shall not exceed the amount mentioned in the policy schedule.

## SECTION 3: INSURANCE BENEFITS

### 3. Loss of Life, Dismemberment, Loss of Sight, Loss of Speech or Hearing or Total Permanent Disability due to Accident

#### Coverage

The Company shall compensate only one item of loss which has the highest amount. During the policy period, the Company shall pay compensation for claims occurred under this Insurance Benefit in total not exceeding the maximum sum insured specified in the Schedule of Policy. If the Company has not paid up to such maximum amount of the sum insured, the Company shall continue to provide cover in the remaining sum insured amount until the expiry of the policy period.

**Note:** The Company shall be liable to pay one in the two benefits: Loss of Life or Dismemberment. The Company shall not pay for both benefits.

#### Additional Exclusions Specific to this Insurance Benefit

##### What You Are Not Covered for?

The Company shall not be liable to pay compensation for the risks occurred in the following instances:

#### 3.1. Loss or damage arising from bodily injury due to or in consequence of causes as follows:

- Any acts of the Insured while under the influence of alcohol or addictive substances or drugs of harmful nature to the extent of being incapable of controlling one's senses. The definition of "under the influence of alcohol" in the case of a blood test is a level of alcohol of 150-mg.% or higher;
- Suicide or attempt at suicide or self-inflicted injury or attempt thereof either by self or by consenting others to do so and whether in the state of insanity or not, including accident occasioned by the Insured consuming or drinking or injecting drugs or toxic substances into body and the use of drugs in excess of doctor's prescription;
- Pregnancy, miscarriage, abortion, childbirth, any complications from pregnancy.

#### 3.2. Loss or damage arising from bodily injury occurring during the time as follows:

- While the Insured is participating in trekking above 5800 meter,
- While the Insured is participating in rock climbing or mountaineering.
- While the Insured is boarding or disembarking or travelling as a passenger in an aircraft not licensed for carrying passengers and not operated by a commercial airline and while operating or serving as crewmember in any aircraft.
- While the Insured is engaging in brawl or having part in inciting a brawl.
- While the Insured is in the course of committing a felony or while under arrest by or escaping arrest of authorities because of the commission of a felony except for light punishment or compoundable offense.
- While the Insured has mental and nervous disorders including insanity.

## SECTION 3: INSURANCE BENEFITS

### 4. Loss of or Damage to Baggage and/or Personal Effects contained in the Baggage

#### Coverage

In the event the Insured's baggage and/or personal effects which are contained in the baggage are lost or damaged due to one of the following occurrences while travelling:

- Errors committed by hotel staff or carrier while the Insured has deposited the baggage and other personal effects contained in the baggage and the hotel staff or the carrier accepts to safe keep such items under its care; or
- Theft with evidence of forcible entry into the hotel room where the Insured is registered as guest; or
- Being seized, threatened, or violently assaulted to take away the baggage and/or personal effects in the baggage.

The Company shall pay for the repair of the damage to the baggage and/or personal effects contained in the baggage, or replace the baggage and/or personal effects contained in the baggage with similar items. In case replacement cannot be made, the Company shall pay as cash in accordance with the actual value of such items at the time of damage (calculated based on the value at the purchase date and deducting any depreciation) but not exceeding the sum insured as specified in the Schedule of Policy.

#### Additional Exclusions Specific to this Insurance Benefit

##### What You Are Not Covered for?

The Company shall not be liable to pay compensation for the risks occurred in the following instances:

- This insurance does not cover the Deductible (if any).
- Loss of or damage to property as follows: Baggage which is not travel Baggage as defined in the Definitions, animals, household effects, antiques, television, CD player, laptop, handheld computers or any portable electronic devices or any kind of Smart Devices, mobile phones, diamonds, gold, silver, including gold and silver products, precious stones, precious metals, fur, or items decorated with such materials, jewelry, watches and wristband of any kind, contact lenses, wheel-chair, denture, artificial limbs, hearing aid, securities, documents, promissory notes, bank notes, coins, or souvenirs.
- Loss or damage caused by wear and tear, gradual deterioration, moths, vermin such as mice, inherent vice or damage sustained due to any process by the Insured to repair, clean or modify any property.
- Loss of or damage to hired or leased equipment.
- Seize or dispossession of property under law, confiscation of property by order of government, transportation of illegal trades, or any other unlawful acts.
- Loss or damage recovered from the hotel or carrier.
- Loss or damage recoverable from the hotel or carrier.
- Loss to baggage sent in advance by the Insured or souvenirs and articles mailed or shipped separately.
- Loss of data recorded on tapes, programmes, discs, data storage cards, or other similar devices.
- Loss of or damage to the Insured's baggage left unattended in public places.

# SECTION 3: INSURANCE BENEFITS

## 5. Trip Cancellation

### Coverage

In the event the trip of the Insured is cancelled due to death of the Insured's immediate Family Members occurring within thirty (30) days before the departure date, the Company shall indemnify the Insured for non-refundable pre-booked accommodation and domestic flight expenses upto the maximum sum insured. The insured should ensure that all receipts and bills are issued in the insured's name to facilitate reimbursement.

This coverage is in force only when the Insured purchases insurance before the Insured becomes aware of any circumstances which could lead to the cancellation of his/her journey provided the Insured shall be responsible for the Deductible (if any).

### Additional Exclusions Specific to this Insurance Benefit

#### What You Are Not Covered for?

The Company shall not be liable to pay compensation for the risks occurred in the following instances:

- Loss or damage caused by government regulations or control, bankruptcy, liquidation or default of travel agencies or carrier which causes trip cancellation or the carrier cancels its services.
- Loss or damage recoverable from other sources such as hotel, carrier, travel agency or other operators involved in the arrangement of travel, meals and accommodations.
- Trip cancellation or postponement due to financial situation or alteration of trip plan of the Insured or Family Members.
- Trip cancellation or postponement which is known to the Insured before the purchase of this insurance.
- Loss of or damage to the business, business obligations, or duty obligations of Insured or his/her Family Members.
- Loss of or damage to any travel privileges of the Insured.
- Trip cancellation or postponement due to unlawful acts committed by the Insured or criminal charges against the Insured.
- Trip cancellation or postponement which the Insured fails to notify the travel agency or tour operator or carrier or hotel immediately after becoming aware of the necessity to cancel the scheduled trip unless it can be proven that there is practical reason for the failure to do so and the notification has been made as early as possible.

## SECTION 4: GENERAL EXCLUSIONS

### This insurance does not cover:

- Any loss or damage arising or caused by the following:
  - o Death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
  - o war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
  - o any act of terrorism including but not limited to
    - The use or threat of force, violence and/or harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents, by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, expressed or otherwise, and/or to put the public or any section of the public in fear; or any action taken in controlling, preventing, suppressing or in any way relating to above mentioned clauses.

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

- Loss of or damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences, namely:
  - o permanent or temporary dispossession of any property resulting from confiscation, nationalization, commandeering or requisition by any lawfully constituted authority;
  - o permanent or temporary dispossession of any property resulting from the unlawful occupation of such machinery by any person;
  - o Provided that the Company is not relieved of any liability to the Insured in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession which is otherwise covered by this Policy;
  - o the destruction of property by order of any public authority.

# SECTION 4: GENERAL EXCLUSIONS

## CONDITIONS APPLICABLE TO ALL SECTIONS OF THE INSURANCE

- All certificates, information and evidence required by the Company shall be provided at the expense of the Insured. The Insured shall when required submit to a medical examination on behalf of the Company at the Insured's expenses. In the event of death of the Insured, the Company may require a postmortem examination.
- In the event of any occurrence which may give rise to a claim under this insurance, the Insured shall take all reasonable steps to minimize any loss arising out of such claim.
- This insurance is non-transferable. Should the journey or holiday be cancelled prior to departure for any reason whatsoever then the insurance cover terminates immediately and the premium is neither apportionable nor refundable.
- The Company may at their own expense take proceedings in the name of the insured to recover compensation or secure an indemnity from any third party in respect of any loss or damage covered by this insurance and any amount so recovered shall be to the Company. If any fraudulent claim is made or if any fraudulent means or devices are used to obtain any benefit under this policy, all benefits thereunder shall be forfeited as well as all premiums paid. In the event that the Insured experiences a problem with the policy or the claims process, the Insured may contact the offices of the Company.

## ADVENTURE CARE SUPPORT SERVICES

The following support and emergency services are available 24/7 to the Insured:

- Medical Referral Service
- Hospital Admission Assistance including guarantee of hospital charges deposit and direct payment of hospitalization expenses incurred in an insured event.
- Emergency Medical Evacuation and Repatriation. Adventure Care Support Line: as specified in the Certificate/ Schedule or Policy.

**NOTE: This Insurance shall be governed by law of Nepal Government (Insurance Act of Nepal)**