



सगरमाथा

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**Sagarmatha**

INSURANCE COMPANY LTD.

**TRAVEL INSURANCE POLICY**

(A JOINT VENTURE WITH CEYLINCO INSURANCE PLC, SRI LANKA)

**Head Office:** "Surakshan" Bhawan, Bhagawati Marg, Naxal, P. O. Box: 12211, Kathmandu, Nepal

Tel: 977-1-4412367, Fax: 977-1-4412378, E-mail: sagarmatha@insurance.wlink.com.np, Web: www.sagarmathainsurance.com.np

WHEREAS the Insured Person is designated in the International Travel Insurance Policy Schedule hereto having by a proposal and declaration (and Medical History and Physician's Report and Certificates, if any), which shall be the basis of the contract and shall be deemed to be incorporated herein, applied to **Sagarmatha Insurance Company Ltd.** (herein after called the "Company" for the insurance hereinafter set forth and having paid the premium stated in the Policy Scheduled.

#### IMPORTANT POINTS

This policy should be read carefully. It gives full details of what is and is not covered and the conditions and exclusions of the cover, Failure to comply with them will prejudice an Insured's claim.

#### Health Conditions

1. Nature of coverage: This policy is not a general health insurance policy. Coverage is intended for use by the insured in the event of a sudden and unexpected sickness or accident arising when the Insured is outside of his Home Country.
2. Pre-existing Exclusion: This policy does not cover claims for any medical services arising from a Pre-existing Medical condition as defined in this document.
3. General Health Exclusion: No claims under this policy will be paid where the Insured;
  - a) is travelling against the advice of a Physician; or
  - b) is receiving, or on a waiting list for treatment, or awaiting the results of medical tests or investigations for medical treatment declared by a Physician; or
  - c) is travelling for the purpose of obtaining treatment or
  - d) has received a terminal prognosis for a medical condition.

#### Repatriation

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.

#### Policy Limits and Excesses

This policy has specific limits on the amount the Company will pay. All 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.

#### Eligibility

This policy is valid for residents of Nepal who are 70 years and under at inception.

#### WHAT TO DO IN THE EVENT OF MEDICAL EMERGENCY?

**MEDICAL EMERGENCY** is the event of an insured dying, incurring medical expenses, being involved in an accident, or being admitted to hospital.

**SPECIALTY INTANA GLOBAL, MUST** be contacted immediately, in the event of an Insured dying, incurring medical expenses in excess of USD 500, being involved in an accident, or being admitted to hospital. The Company will not be liable for any costs without the expressed prior approval of **SPECIALTY INTANA**, in the case of Medical Emergency. **SPECIALTY INTANA** will provide a complete medical assistance service to the Insured. Operating 24 hrs a day 365 days a year,

**SPECIALTY INTANA** provides effective medical assistance for the Insured anywhere in the world and can be accessed by telephone of fax:

#### Contact Details

**For assistance, worldwide, contact:**

#### SPECIALTY INTANA GLOBAL

London, UK

Tel: (24 HR) +44 (0) 20 7902 7405

Fax: (24 HR) +44 (0) 20 7928 4748

E-mail: (24 HR) ops@intana-global.com

#### Assistance in Africa, contact

#### SPECIALTY INTANA GLOBAL ASSISTANCE:

Johannesburg, South Africa

Tel: + 27 10 209 8300

Fax: +27 10 209 8405

#### For assistance in Americas, contact:

#### SPECIALTY INTANA GLOBAL ASSISTANCE

Philadelphia, USA

Tel: +1215 489 3785

Fax: +1215 489 8525

#### For assistance in Asia Pacific, contact SPECIALTY INTANA GLOBAL ASSISTANCE

Bangkok, Thailand

Tel: +662 645 3932

Fax: +662 645 3732

#### For assistance in Europe, contact SAVE ASSISTANCE

Paris, France

Tel: +33 1 30 62 11 22

Fax: +33 1 30 62 11 21

E-mail: ops@saveassistace.com

In the case of emergency, the Insured may reverse charge the cost of the Phone call to **SPECIALTY INTANA GLOBAL ASSISTANCE.**

#### MAKING A NON EMERGENCY CLAIM

For non-emergency claims, **CLAIMS** should be notified upon return to the Insured's Home Country and a claim form obtained. This document, together with invoices, travel documents and any other relevant details must be sent to **Sagarmatha Insurance Company Ltd.** Please note that if medical treatment has been received, medical certificates showing the nature of the injury or illness together with all bills, and receipt if already paid, should also be attached and returned to **Sagarmatha Insurance Company Ltd.** within 31 days of the Insured's return to his Home Country.

If you need to make a claim you will need to complete a claim form as soon as possible after the incident has occurred. You must do this within 31 days of your return home.

You can request a claim form by writing to, or by telephoning:

#### Sagarmatha Insurance Company Ltd.

#### Head Office:

"Surakshan" Bhawan, Bhagawati Marg, Naxal

P. O. Box: 12211, Kathmandu, Nepal

Tel: +977-1-4412367

Fax: +977-1-4412378

E-mail: sagarmatha@insurance.wlink.com.np

Web: www.sagarmathainsurance.com.np

Or

#### J B Boda and Company UK Limited

New London House, London, EC3R 7LQ

United Kingdom

Tel : + 44 207 488 1236

Fax : + 44 207 488 4942

E-mail : jbboda@jbbodauk.com

#### THE INSURANCE POLICY DEFINITIONS

Wherever the following words or phrases appear within this policy they will always have the same meaning.

#### The Insured

Any person who is included on the certificate having paid the appropriate premium. The term 'his' shall be held to mean 'her' where appropriate.

#### Home Country

NEPAL

#### Family

A family shall consist of a maximum of 4 members being a husband and wife and up to 2 dependent children aged 18 years or under at the date of departure.

#### Sum Insured

This is the maximum payable for each Insured under each section of this insurance as specified in the Schedule of cover.

#### SPECIALTY INTANA GLOBAL ASSISTANCE

**SPECIALTY INTANA GLOBAL ASSISTANCE** provides Emergency assistance services on behalf of The Company.

#### Medical Advisors

Medical Practitioners appointed by **SPECIALTY INTANA GLOBAL ASSISTANCE.**

#### Emergency Medical Expenses

Expenses that in the opinion of the treating Physician and **SPECIALTY INTANA GLOBAL ASSISTANCE**, are medically necessary in order to maintain life and/or relieve immediate pain or distress for illness, disease

or accident first manifested or occurring during an insured trip that commences during the period of Insurance.

**Period of Insurance**

In respect of Section B (Emergency Medical and Air Ambulance Expenses) insurance commences when the Insured leaves his Home Country. In respect of all other sections, insurance commences when the insured leaves his place of residence or business in his Home Country (whichever is the later) to commence the trip.

Under all Sections this insurance will terminate at the earliest of the following:

1. the expiry of the policy period ;
2. the return of the Insured to his Home Country as planned, at the end of trip;
3. the first return of the Insured to his Home Country prior to the planned return at the end of a trip.

In the event of a covered injury, illness or Accident occurring during the Period of Insurance where the Insured is medically incapable of returning to his Home Country, this insurance will be extended for a maximum of 90 days from the end of the Period of Insurance, for the treatment of Emergency Medical Expenses only, provided that SPECIALTY INTANA GLOBAL ASSISTANCE has authorised such extension.

**Pre-Existing Medical Condition**

Any sickness for which the Insured has previously taken medication, treatment or sought medical advice at any time during the 24 months prior to purchase of this policy.

**Excess**

The excess is the first amount of each claim, for each separate incident payable by the Insured. Excess amounts are shown in the Schedule of Cover.

**Accident**

Accident 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.

**Loss of Limb**

Loss of Limb(s) means loss by physical severance of a hand at or above the wrist or a foot at or above the ankle. Limits of Benefit are fixed as: Any One Limb 50% and more than Two Limbs 100% of MSI.

**Loss of Sight**

Loss of sight means the complete and irrecoverable loss of sight of one or both eyes. Limits of Benefit are fixed as: Any One Eye 50% and Both Eyes 100% of MSI.

**Relative**

Relative means spouse, parent, parent-in-law, son, daughter, brother, sister, fiancée(s).

**Permanent Total disablement**

Permanent Total Disablement means disablement which from the moment of Accident entirely prevents the Insured from attending to any business or occupation of any and every kind and which lasts 12 calendar months and at the expiry of that period is in the opinion of the Company' medical advisors beyond expectation of improvement.

**Carrier**

The scheduled; airlines; shipping line; railway; coach and bus operator, car rental and taxi operator with whom the Insured has arranged to travel.

**Valuables**

Photographic equipment, audio, video, telecommunication and computer equipment of any kind, telescopes and binoculars, spectacles and contact lenses, sunglasses, antiques, jewellery, watches, furs, silk, leather goods, animal skins, precious stones and articles made of or containing gold, silver or other precious metals.

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

**SECTION A – PERSONAL ACCIDENT**

**What You Are Covered For**

The Company will pay, the Insured or his estate, the Sum Insured as shown in the Schedule of cover for one of the following Losses resulting from an Accident sustained by the Insured: Death, Loss of Limb(s), Loss of Sight or Permanent Total Disablement, Loss must occur within 180

**TABLE OF EVENTS**

<b>EVENTS</b>	<b>BENEFIT AMOUNT</b> (each Insured) Being a percentage of the Personal Accident Benefit stated in the Schedule of Benefits
Physical Bodily Injury resulting in:	
1. Death	100%
2. Permanent Total Disablement	100%
3. Loss of limbs	
(a) Loss of One Limb	50%
(b) Loss of more than one Limb	100%
4. Loss of sight	
(a) both eyes	100%
(b) one eyes	50%

days of the date of Accident. No benefits shall be paid for more than one Loss suffered.

**CONDITIONS APPLICABLE TO SECTION A**

1. The Benefit payable for Death shall be limited to USD 5,000 for insureds under the age of 18 or over the age of 65 years
2. No Benefits shall be payable for Permanent Total Disablement for Insureds age over 65 years
3. A benefits amount will not be payable for more than one loss in respect of the same Physical Bodily Injury.

**SECTION B – EMERGENCY MEDICAL / EMERGENCY MEDICAL EVACUATION AND AIR AMBULANCE EXPENSES**  
**What You Are Covered For**

The Company will reimburse the Insured up to the amount shown in the Schedule of Cover in respect of the following Emergency Medical Expenses necessarily incurred as a result of the Insured sustaining accidental bodily injury or becoming ill:

1. cost of medical, surgical or hospital treatment (including necessary emergency dental treatment up to US\$ 150 for the immediate relief of pain only). 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;
2. cost of transporting the remains of an Insured to his Home Country, or the cost of funeral in the country where death occurs, up to US \$ 3,000;
3. the cost of return to the Home Country of an injured or sick Insured by air ambulance or other medically appropriate means where in the opinion of the Company's Medical Advisors such return is medically necessary.
4. the cost of repatriation of a family member travelling with the Insured, if the Insured is hospitalised for more than 5 days. The actual expenses of the repatriation of the family member, if needed, will be covered according to the Schedule of Benefits.

**What You Are Not Covered For**

The Company shall not be responsible for:

1. the excess for each claim for each separate incident as shown in the Schedule of Cover;
2. claims arising directly or indirectly as a result of a Pre-Existing Medical condition;
3. claims arising if an Insured is traveling against the advice of a medical practitioner or for the purposes of obtaining medical treatment or ;
4. 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;
5. claims arising from medical treatment of any kind received after an Insured has returned to his Home Country;
6. 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;
7. claims arising directly or indirectly from pregnancy. Complications of pregnancy occurring during the first 6 months will however be covered.
8. claims except at the usual, customary and reasonable level or charges for such services or claims that are not medically necessary.

**SPECIAL NOTE**

In the event of an Insured dying, incurring medical expenses in excess of USD 500, being involved in an accident, or being admitted to hospital, SPECIALTY INTANA GLOBAL ASSISTANCE must be advised immediately and liability shall only attach for expenses agreed by them. Failure to notify SPECIALTY INTANA GLOBAL ASSISTANCE will prejudice the Company's rights and will result in the Company's non-acceptance of liability of such claims.

**SECTION C – HOSPITAL BENEFIT**

**What You Are Covered For**

The Company will pay the Insured the amount shown in the Schedule of Cover for which the Insured is an in-patient in a hospital, as a direct result of an accidental injury or illness which is covered under Section B.

**SECTION D – LOSS OF CHECKED BAGGAGE**

**What You Are Covered For**

The Company will pay up to the amount shown in the Schedule of Cover in the event of the Insured suffering a total loss of Baggage that has been checked by an International Airline for an International Flight. The Company reserves the right to replace or pay the intrinsic value of any lost article.

**What You Are Not Covered For**

The Company shall not be responsible for:

1. partial loss or damage to checked in baggage. However, total loss or damage of an individual unit (s) of baggage shall not be considered as falling within this exclusion ;
2. Items valued in excess of USD 100 without proof of ownership. Such proof shall be presented when submitting your claim.
3. claims for valuables in "checked-in" baggage ;
4. claims arising from delay, detention, seizure or confiscation by Customs or other officials ;

**Specific conditions applicable to Section D:**

1. The amount payable in respect of any one article, pair or set is limited USD 300
2. In the event of loss of property whilst in the custody of an airline, a Property Irregularity Report (PIR) must be obtained from the airline immediately upon discovering the loss which must be presented when submitting your claim.

## SECTION E – DELAY OF CHECKED BAGGAGE

### What You Are Covered For

The Company will reimburse the Insured for the cost of purchase of essential items, up to the maximum as shown in the Schedule of cover should baggage be delayed in transit on the outward journey for more than 12 hours. Payment made under this heading will be set against the amount of any claim arising if the baggage is permanently lost. The Insured must supply receipts for the items purchased and confirmation from the Carrier of the length of and reasons for the delay.

### What You Are Not Covered For

The Company shall not be responsible for :

1. any claims where a non-delivery certificate has not been obtained immediately from the airline. Such proof of delay must be submitted in the event of a claim under this section.
2. any claims unless the Insured can provide proof of purchase for all emergency items reimbursed under this section.
3. claims arising from delay, detention, seizure or confiscation by Customs or other officials;

### Specific condition:

Any payment made under Section E shall be offset against any claim ultimately payable under Section D.

## SECTION F – LOSS OF PASSPORT

### What You Are Covered For

The Company shall be responsible for the reimbursement of actual expenses up to the limit of cover shown in the Schedule of Cover which are necessarily and reasonably incurred by the Insured in connection with obtaining permits to travel in the event that the Insured loses their passport.

### What You Are Not Covered For

The Company shall not be responsible for ;

1. loss or damage to passport due to delay of from confiscation or detention by customs, police or other authority.
2. theft which is not reported to any appropriate police authority within 24 hours of discovery and an official report obtained.
3. loss or theft of passport left unattended by the Insured unless located in a locked hotel room or apartment and an appropriate sized safety deposit box was not available for use by the Insured.
4. the excess amount as stated in the schedule of cover. The excess shall apply to each insured event and shall be paid by the Insured.
5. reimbursement of expenses unless a valid receipt is obtained and presented when submitting your claim.

## SECTION G – PERSONAL LIABILITY

### What You Are Covered For

The Company will indemnify the Insured up to the amount as shown in the Schedule of Cover for the legal liability of the Insured for accidental injury to third parties and/or accidental damage to their property. This cover is applicable only in respect of liability under the law of the country in which the event giving rise to the claim occurred, or under English Law.

### What You Are Not Covered For

The Company shall not be responsible for;

1. the excess for each claim for damage to property for each separate incident as shown in the Schedule of Cover.
2. claims arising directly or indirectly from, happening through or in consequence of ;
  - (i) employer's liability, contractual liability, or liability to a member of the Insured's family or travelling companion ;
  - (ii) animals belonging to or in the care, custody or control of the insured;
  - (iii) willful, malicious or unlawful acts or the use of firearms;
  - (iv) the pursuit of trade, business or profession ;
  - (v) ownership or occupation of land or buildings ; or
  - (vi) the influence of intoxicating liquor or drugs ;
3. claims arising directly or indirectly from happening through or in consequence of ownership, possession or use of any vehicle, automobile, aircraft, watercraft or any mechanically propelled conveyance ;
4. claims for legal fees and costs resulting from any criminal proceedings.

### SPECIAL NOTE

No liability shall be admitted and no admission, arrangement, offer, promise or payment shall be made by the Insured without the written consent of the Company, who shall be entitled, if they so desire to take over and conduct in the name of the Insured, their defence of any claim or to prosecute for their own benefit any claims for indemnity, damages or otherwise against any third party. The Company shall have full discretion in the conduct of any negotiations, proceeding or the settlement of any claims and the Insured shall wherever possible, give all such information and assistance as the Company may require.

## SECTION H – TRAVEL DELAY (AIR ONLY)

In the event of a delay of the Insureds planned first outward flight trip from Nepal, the Insurer will indemnify the Insured after the first full 12 hour period of delay, up to the maximum amount shown in the Schedule of Cover, provided always that the Insured shall have obtained from the carrier a statement confirming the length of the period and exact nature of the delay

### What You Are Not Covered For

The insurer will not be responsible for:

1. Delay resulting from confiscation or detention by customs or other officials.
2. Claims arising from delay caused by strike if strike or industrial action

was notified at the time the insurance was purchased.

## SECTION I – HI-JACK

### What you are Covered For

The Insurers shall pay to the Insured the amount stated in the Schedule of Cover for each and every complete 24 hours in the event of the hijacking or any unlawful seizure or wrongful exercise of control of the aircraft or crew of the aircraft on which the Insured is travelling.

The Insured shall obtain written confirmation from the carrier of the period of hijacking.

## SECTION J – CANCELLATION AND CURTAILMENT

### What You Are Covered For

If the Insureds Trip is necessarily and unavoidably cancelled or the Insured has to return to their Home Country before the scheduled return date due to any one of the reasons listed below occurring to either the Insured or his travelling companion, during the Period of Insurance, the Insurers will refund the Insured up to the amount shown in the Schedule of Benefits.

### Cancellation

Cancellation costs which cannot be refunded from any other party.

### Curtailement

Curtailement costs which are lost and which cannot be refunded from any other party.

Covered reasons for Cancellation and Curtailement:

1. death, serious injury or serious illness occurring during the Period of Insurance, of the Insured, the Insureds travelling companion, an Insured's Relative or the person with whom the Insured has arranged to stay whilst on the Trip;
2. Jury service, witness call or compulsory quarantine of the Insured;
3. accident to the Insureds vehicle within 7 days prior to the intended date of departure (applicable to self-drive holidays only);
4. accidental damage to the Insured's home rendering it uninhabitable or the Police requiring the Insured's presence following a burglary at the Insured's home within 7 days prior to the commencement of or during the Insured's journey or holiday;
5. pregnancy, occurring during the Period of Insurance:
  - a. and birth is expected within three months of the booked departure or return date; or
  - b. where complications of pregnancy occur prior to the sixth month.

### What You Are Not Covered For

The Insurers shall not be responsible for:

1. the excess for each claim as shown in the Schedule of Benefits;
2. claims arising directly or indirectly as a result of a Pre-Existing Medical Condition of the Insured or the Insured's travelling companion, or any other person on whom the Insured's travel plans may depend (such as Relative, close Business colleague or person with whom the Insured intends to stay), unless such Pre-existing Medical Condition has been notified to Insurers and accepted by Insurers in writing.
3. claims arising if an Insured whose medical condition giving rise to the claim is travelling against the advice of a medical practitioner or for the purposes of obtaining medical treatment or convalescent care or is on a hospital waiting list or awaiting the results of medical investigations or has received a terminal prognosis at the date of application for insurance;
  1. claims arising which are not supported by written medical confirmation and clinical reports from medical service providers, as well as all other proof of the happening of an event causing Cancellation and Curtailement;
  2. claims for any costs associated with unused timeshare property, airmiles or other like promotions;
  3. claims arising where the Insured has not been able to receive the necessary inoculations or vaccinations or obtain necessary visas;
  4. claims for travel expenses for the Insured to travel to the Home Country (or final destination country) when the Insured did not possess return travel tickets;
  5. claims arising from circumstances which are known to exist at or before the date when the insurance is purchased;
  6. claims resulting from any change of plans or disinclination on the part of the Insured to commence or continue a Trip.

### SPECIAL NOTE

It is a condition of this section that any claim for Cancellation and Curtailement be advised as soon as possible to Specialty Intana Global Assistance Services and a claim form requested. Curtailement for any reason must be authorised in advance by Specialty Intana Global Assistance Services following written confirmation from the treating doctor that IT IS MEDICALLY NECESSARY THAT YOU RETURN TO THE HOME COUNTRY BEFORE THE SCHEDULED RETURN DATE.

## SECTION K – EMERGENCY RETURN HOME FOLLOWING DEATH OF A CLOSE FAMILY MEMBER

### What You Are Covered For

If the Insured has to curtail his journey because of the unexpected death of an immediate family member, the Insurer will meet the cost of the travel to his Home Country, whenever he is unable to travel by his own means of transport or the means of transport hired for the Insured trip. The Insured shall furnish the evidence, documents or certificates of the event, which caused the journey to be cut short (death certificate).

## SECTION L – CATASTROPHE

### What You Are Covered For

If during a trip abroad, the Insured's booked accommodation is rendered uninhabitable because of a fire, flood, earthquake, storm, lightning, explosion or hurricane, the Insurer will pay for overseas travel expenses and overseas accommodation to allow the Insured to continue with the Insured Trip, up to the amount shown in the Schedule of Benefits.

### What You Are Not Covered For

The Insurers shall not be responsible for:

1. the excess for each claim as shown in the Schedule of Benefits;
2. any expenses that the Insured can get back from any tour operator, airline, hotel or other service provider;
3. any expenses that you would normally have to pay during the period of your covered Trip.
4. any claim resulting from the Insured travelling against the advice of the appropriate national or local authority.
5. claims occurring during any long-stay Trip; being a Single Trip which is longer than 185 days.

### Specific conditions applicable to Section L:

It is a condition of the cover provided under this section that:

1. the Insured must give the Insurer a written statement from an appropriate public authority confirming the reason and nature of the disaster and how long it lasted;
2. the Insured did not know about any events that result in a claim before the Insured left from their International point of departure;
3. The Insured must give the Insurer evidence of all the extra costs that had to be paid.

## SECTION M – LEGAL EXPENSES

### What You Are Covered For

The Insurer will refund the Insured up to the amount as shown in the Schedule of Benefits for legal costs incurred by the Insured in pursuit of legal proceedings against third parties for any compensation owed to the Insured arising directly from physical bodily injury or death during the Period of Insurance. Where there are two or more Insureds insured by this policy, then the maximum payable by the Insurer shall not exceed USD 30,000 in total.

### What You Are Not Covered For

The Insurers shall not be responsible for:

1. claims for legal fees and costs resulting from any criminal proceedings;
2. claims arising for any legal expenses incurred without the Insurers prior authorisation;
3. claims arising where the Insurer considers the Insureds prospects of success in achieving a reasonable benefit to be insufficient;
4. claims arising pursuant to a contingent fee agreement between the Insured and the Insured's counsel;
5. claims arising for travel and accommodation expenses in pursuit of a legal action;
6. claims arising from the Insured pursuing legal proceedings as part of and/or on behalf of a group or organisation;
7. claims incurred for any legal costs pursuant to a legal action against a travel agent, tour operator, Carrier, the Insurer, the Insurer's Medical Advisors or Assistance Company.

### SPECIAL NOTE

The Insured must comply with the following procedures:

- a. The Insured shall apply to the Insurer for the Insurers written acknowledgement of the existence of a potentially viable claim.
- b. If an acknowledgement in a. is granted, the Insurer shall initially pay up to 5% of the amount shown in the Schedule of Benefits for legal costs incurred by the Insured to determine the probability of success in achieving a reasonable benefit. This shall include as assessment of the legal liability of the potential defendant and the ability to collect damages from the potential defendant.

The Insurer shall not be responsible for any legal expenses incurred prior to its issuing the Insured with a written acknowledgement of the existence of a potentially viable claim. In the event that the Insured is awarded legal costs as part of any judgement or settlement, the Insurer shall be entitled to repayment by the Insured of any sums paid under this Section. In the event that the Insured is awarded compensation (by judgement or settlement), the Insurer shall be entitled to recover from the Insured two thirds of any sum paid to the Insured under any section of this policy on account of the same incident for which compensation is received.

Claims in respect of Section "M" MUST be notified to Sagarmatha Insurance Company Ltd. and/or Speciality Intana Global Assistance in writing as soon as possible.

### EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THE INSURANCE

The Company shall not be responsible for claims arising:

1. directly or indirectly by, happening through or in consequence of war, invasion, terrorism, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation, or requisition or destruction of, or damage to property by or on the order of any Government, Public or Local Authority except as specifically provided herein to contrary ;
2. from loss or destruction of, or damage to any property whatsoever, or any loss or expenses whatsoever resulting in or arising therefrom, or any consequential loss of any legal liability of whatsoever nature, directly or indirectly caused by or contributed to, or arising from :

(a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel ; or

(b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof ;

3. from Acquired Immune Deficiency Syndrome (AIDS) or AIDS related complex and/or any illness arising as complications from these conditions ;
4. from the Insured engaging in any illegal or criminal act ;
5. from any consequential loss whatsoever. Claims shall only be paid for those losses which are specifically stated under the terms of this insurance ;
6. directly or indirectly out of financial incapacity of the Insured;
7. 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 ;
8. from the Carrier or any other company, firm or person either becoming insolvent, or being unable or unwilling to fulfil any part of their obligation of the policy ;
9. any activity that requires a degree of skill or involves a greater risk including but not limited to all Wintersports (other than snow skiing when an additional premium is paid), racing (other than on foot), mountaineering with the use of ropes, pot-holing, caving, hanggliding, micro-lighting, paragliding, parachuting, bungee-jumping, diving with the use of breathing apparatus, go-karting, motor racing or motor cycling above 50 cc;
10. 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.
11. 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.
12. 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 ;
13. directly or indirectly from the Insured being engaged in any manual employment after the commencement of the trip ;
14. which have not been conclusively proven and the amount thereof substantiated.
15. as a result of any loss, damage, expense or liability or whatever 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 computer, computer system, computer software, programme or any electronic system where any such loss, damage expenses or liability arises, whether directly or indirectly as a consequence of;
  - (i) the date change to the year 2000 or any other date change and/or;
  - (ii) any change or modification of or any such computer, computer system, computer software, programme or process or any electronic system in relation to any such date.
16. Directly or indirectly as a result of a pandemic as declared by the World Health Organization.

### CONDITIONS APPLICABLE TO ALL SECTIONS OF THE INSURANCE

1. 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. Any items for which a claim is made for loss or damages shall be retained for the Company's inspection if required at the expense of the Insured. All such items shall become the property of the Company following final settlement of the claim.
2. In the event of any occurrence which may give rise to a claim under this insurance, the Insured shall take all reasonable steps to minimise any loss arising out of such claim.
3. 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.
4. 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.
5. 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:

### Sagarmatha Insurance Company Ltd.

#### Head Office:

"Surakshan" Bhawan, Bhagawati Marg, Naxal  
P. O. Box: 12211, Kathmandu, Nepal  
Tel: +977-1-4412367  
Fax: +977-1-4412378  
E-mail: sagarmatha@insurance.wlink.com.np  
Web: www.sagarmathainsurance.com.np