

CHOLA Overseas Travel Protection Plan – Policy Wordings

The **Insurer's** agreement to extend cover to the **Proposer** up to the **Limit of Indemnity** as per the terms and conditions contained in this **Policy** is based upon the **Proposer's** payment of full premium and the completed proposal, which is incorporated into the **Policy** and is the basis of it.

Section A: Definitions

The following words or terms shall have the meaning ascribed to them wherever they appear in this **Policy**, and references to the singular shall also include references to the plural and references to the male gender shall also include references to the female gender, and vice versa in both cases.

- 1) **Accidental Bodily Injury** means physical bodily harm or injury that is visible and is caused by a sudden, unexpected, fortuitous, visible and external event and which requires treatment by a **Doctor**.
- 2) **Age** indicates the age of the Insured on his/her most recent birthday i.e. completed age as on the Risk Start Date.
- 3) **Burglary** means theft involving entry into or exit from the insured premises by forcible and violent means (including any threat of violence).
- 4) **Checked-In-Baggage** means the baggage, which is checked in and in the custody of Common Carrier and for which a receipt/token has been issued to the Insured by a Common Carrier.
- 5) **Critical Illness** means any of the below mentioned diseases
 - a) Nephritis of any aetiology including Bacterial renal failure requiring Kidney Transplantation & Dialysis.
 - b) Cerebrovascular Strokes.
 - c) Open and Close Heart Surgery (inclusive of C.A.B.G.).
 - d) Malignant disease, which are confirmed on Histopathological report.
 - e) Encephalitis (Viral).
 - f) Neuro Surgery.
 - g) Liver disorder (Hepatitis B & C) associated with complications like Cirrhosis.
 - h) Motor Neuron Disease
 - i) Multiple Sclerosis
 - j) Major Organ Transplantation
- 6) **Eligible Children** means the Insured Person's dependent Children aged between six (6) months and twenty-five (25) years.
- 7) **Common Carrier** means any mode of public transport whether used for hire and reward or otherwise.
- 8) **Contents** means the household goods such as furniture, fixtures, fittings, home appliances, interior decorations and items of like nature; personal effects such as cloths and other articles of personal nature likely to be worn, used or carried but excluding money, jewellery and valuables. Contents should be owned or legally responsible by the Insured or family members and not used for Business or Business purpose.
- 9) **Damages** means sums payable following judgments or awards but shall not include fines, penalties, punitive damages, exemplary damages, any non-pecuniary relief, or any other amount for which an **Insured** is not financially liable, or which is without legal recourse to the **Insured**, or any matter that may be deemed to be uninsurable under Indian Law.
- 10) **Deductible** means the amount stated in the **Schedule**, which shall be borne by the **Insured** in respect of each and every claim, it being agreed that the **Insurer's** liability to make payment is only in excess of the **Deductible**.
- 11) **Doctor** means a qualified medical practitioner holding a valid license issued by the appropriate authority in the jurisdiction within which he operates and acting within the scope of such license, but shall not include any member of the **Insured's** family.
- 12) **Family** means legally married Spouse and/or Eligible Children named on the Schedule.

- 13) **Hijack** means the unlawful seizure or wrongful exercise of control of an aircraft or other **Common Carrier**, or the crew thereof, in which the **Insured** is traveling as a fare-paying passenger.
- 14) **Hospital** means an institution which:
- a) is properly licensed under the laws of the **Overseas** country (in areas where licensing facilities are not available, the institution must be one recognised in the locality as a hospital and must satisfy b) to d) inclusive below);
 - b) is primarily engaged in providing scientifically recognised and proven diagnostic, medical and surgical facilities and services for the care and treatment of injured or sick persons on an inpatient basis, and is not an institution which is primarily a rest or convalescent facility, a place for custodial care, a facility for the aged or alcoholics or drug addicts or for the treatment of mental disorders;
 - c) employs **Doctors** and qualified nursing staff who are permanently available on the premises to provide necessary medical care and attention to patients on a 24-hour basis;
 - d) Maintains daily medical records for each of its patients.
- 15) **Hospitalisation** or **Hospitalised** shall mean the **Insured's** admission into a **Hospital for a continuous period of at least 24 hours**.
- 16) **Illness** means a condition affecting the general well being and health of the body or an affliction of the bodily organs having a defined and recognised pattern of symptoms that first manifests itself **Overseas** and which requires treatment by a **Doctor**. It does not mean any mental illness (a mental or bodily condition marked primarily by sufficient disorganisation of personality, mind, and emotions to seriously impair the normal psychological, social, or work performance of the individual) regardless of its cause or origin.
- 17) **Indian Administrator** means the person or organisation named in the **Schedule** who has been appointed by the **Insurer** to provide administrative services on its behalf of and at its direction.
- 18) **Injury** means bodily injury caused solely and directly by violent, accidental, external and visible means and occurring during the Insured Period. For the avoidance of doubt, the definition of Injury does not extend to the non-physical consequences (such as mental, nervous or emotional disorders, depression or anxiety) of any **Accident** and these are specifically agreed to be excluded for the purposes of this Policy.
- 19) **Insured** means the person(s) named in the **Schedule**, their permanent place of residence is in India and they are aged upto 70 at the time of commencing travel **Overseas**. Under the Senior citizen Plan, the maximum age is relaxed upto 80 years.
- 20) **Insurer** means the **Cholamandalam MS General Insurance Company Limited**.
- 21) **Limit of Indemnity** means the amount stated in the **Schedule** against each Cover in force, which represents the maximum liability of the **Insurer** for any and all claims made during the **Policy Period** [regardless of the number of **Insured's** or the Insuring Parts under which a claim is advanced] OR [per **Insured**].
- 22) **Market Value** means the value at which the property insured can be replaced with one of same kind, type, age and condition.
- 23) **Medical Expenses** means medical expenses reasonably necessary at that time to protect life or relieve pain caused by **Illness or Accidental Bodily Injury** and that do not exceed the usual charge for similar treatment or services in the locality where the treatment or services have been obtained for:
- a) Out-patient treatment, provided the same is critical and cannot be deferred till the Insured's return to India;
 - b) In-patient treatment in a **Hospital** local to the temporary residence of the **Insured** or the nearest suitable **Hospital**;
 - c) Necessary medical aids prescribed by a **Doctor**;
 - d) Radiotherapy, heat therapy or photo therapy and other such treatment prescribed by a **Doctor**;
 - e) Costs of transportation by a recognised emergency services for medical attention at the nearest **Hospital** or from the nearest available **Doctor** prior to **Hospitalisation**;

- f) Costs of being transferred to a special clinic if this is medically necessary and prescribed by a **Doctor**;
 - g) Medically proven procedures;
 - h)
- 24) **Overseas** means the **Insured's** visit to the countries named in the **Schedule** (excluding India, the **Insured's** country of citizenship, and countries subject to travel and other restrictions imposed by the Government of India at any time) during the **Policy Period** for the travel days specified in the **Schedule**.
- 25) **Overseas Administrator** means the person or organisation named in the **Schedule** who has been appointed by the **Insurer** to provide administrative services on its behalf of and at its direction.
- 26) **Policy** means the proposal, this policy document and the **Schedule**, which means the schedule attached as the **Insurer** may amend it from time to time.
- 27) **Policy Period** means the period between the Risk start date and Risk end date specified in the **Schedule** including both days and according to Indian Standard Time (IST). The Scope of the Cover applies upon crossing the international border of the Republic India, except in case of **Personal Accident – Domestic** or **Trip cancellation**, wherein it applies within the limits of Indian borders only.
- 28) **Pre-existing** means any Injury or Sickness and/or related conditions for which the **Insured** received medical advice or treatment, or to the best of his knowledge and belief was aware existed prior to the Risk Start date.
- 29) **Proposer** means the person named in the **Schedule**.
- 30) **Residence** means the place in India where the **Insured** is living in the normal course and shall be the place, which is specified in the Policy Schedule.
- 31) **Sum Insured** means the amount stated in the **Schedule** against each Cover, which shall be the **Insurer's** maximum liability for any one claim and in the aggregate for all claims [per **Insured**] during the **Policy Period**.
- 32) **Trip** means planned journey, which starts and ends in India to a destination(s) outside India as mentioned in the policy schedule during the policy period except where it is for emigration purpose.
- 33) **Valuables** means gold or silver or any precious metals or articles made from any precious metals, cash, currency (Indian or foreign), watches or jewellery or precious stones or models or coins or curios, sculptures, manuscripts, stamps, collections of stamps, rare books, medals, moulds, designs or any other collectibles, deeds, ATM cards, credit cards, charge cards, bonds, bills of exchange, bank notes, treasury or promissory notes, cheques, money, securities, or any other negotiable instrument.

Section B: Scope of Cover

Cover 1. Medical Expenses

If the **Insured** is first diagnosed with an **Illness** or suffers **Accidental Bodily Injury** while **Overseas**, which requires immediate medical attention, then the **Insurer** will indemnify the **Insured** for the amount upto the **Limit of Indemnity** for **Medical Expenses** incurred in a **Hospital** taken **Overseas**. The Insurer's liability to make payment is only in excess of the Deductible.

This cover will also include following:

1. Mortal Remains: If the **Insured** dies **Overseas** due to an **Illness** or **Accidental Bodily Injury**, then the **Insurer** will pay up to the **Limit of Indemnity** towards the cost of transporting the **Insured's** remains to India or for the costs of a burial in the **Overseas** country. The **Limit of Indemnity** under this benefit will be a sub-limit to the **Limit of Indemnity** under the **Medical Expenses** cover.

2. Medical Evacuation/Transportation: If the **Insured** is first diagnosed with an **Illness** or suffers **Accidental Bodily Injury** while **Overseas** and if the Insured Person is transportable from medical point of view, in the opinion of the **Overseas Administrator** repatriated to India or the country of residence, then the **Insurer** will indemnify the **Insured** up to the **Limit of Indemnity** for:

- i. the transportation of the **Insured** (and one other person if medically or officially required) from that **Overseas** country to India or the place of residence where necessary medical attention can be provided; the coverage for treatment will be upto the **Limit of Indemnity** for **Medical Expenses** for a maximum period of 30 days from the date of return.
- ii. necessary medical care required en route.

Exclusions

The **Insurer** shall not be liable for any claim under this Cover that is caused by, attributable to, arises out of or is howsoever connected to any of the following:

- a) any treatment if that is the sole reason or one of the reasons for the travel **Overseas**;
- b) any treatment, arising due to a **Pre-existing** condition.
- c) any treatment which could in the opinion of the **Overseas Administrator** and attending **Doctor** be or have been delayed until the **Insured's** return to India;
- d) any **Illness** and the consequences of such **Illnesses**:
 - i) existing at the commencement of the travel **Overseas**;
 - ii) treated in the 24 months before the commencement of the travel **Overseas**;
- e) for the treatment of orthopaedic, degenerative or oncologic diseases unless the medical attention is unforeseen, and is necessary to avert a clear and material danger to the **Insured's** life
- f) Cancer treatment, unless the medical attention is unforeseen, and is necessary to avert a clear and material danger to the **Insured's** life
- g) the removal of physical flaws or anomalies or abnormalities (cosmetic treatment);
- h) **Pregnancy or check-ups during pregnancy or termination of pregnancy or childbirth and typical complaints suffered during pregnancy and their consequences (including changes in chronic conditions) unless the medical attention is unforeseen, and is necessary to avert a clear and material danger to the Insured's life or that of the unborn child or to relieve acute pain and suffering of either provided that the Insured is under 38 years of age and the 30th week of the pregnancy has not been completed;**
- i) Any internal or external Congenital conditions
- j) **Accidental Bodily Injury** due to the operation of any aircraft (other than a scheduled flight on which the **Insured** travels as a fare paying passenger) or parachuting.;
- k) any treatment due to mental or psychiatric disorders, disturbances of consciousness, strokes, fits affecting the entire body, and pathological disturbances caused by mental reactions;
- l) rehabilitation and physiotherapy or the costs of prostheses.
- m) any exclusion mentioned in the **General Exclusions** of this policy.

Procedure for making a Claim under Medical Expenses

It is a condition precedent to the **Insurer's** liability that the **Proposer** and/or **the Insured** shall immediately:

- a) If the **Insured** suffers **Accidental Bodily Injury** or is diagnosed with an **Illness** which gives rise to or may give rise to a claim:
 - i) give the **Overseas Administrator** notice of a claim and expeditiously give or arrange for the **Overseas Administrator** to be provided with any and all information and documentation in respect of the claim and/or the **Insurer's** liability for it that may be requested by the **Insurer** or the **Overseas Administrator**;
 - ii) obtain the **Overseas Administrator's** pre-authorization for any medical treatment, which pre-authorization shall specify the treatment authorised; the place at which it has been authorised, and any other conditions applicable to either.
 - iii) if **Illness** or **Accidental Bodily Injury** requires an **Insured's** immediate **Hospitalisation** so as to avoid a material risk to the **Insured's** life or health, and as a result the **Insured** is unable to obtain pre-authorization provided that the **Overseas Administrator** is given notice of the **Insured's Hospitalisation** as soon as reasonably practicable, and the terms under i) & ii) are complied with as soon as the material risk to the **Insured's** life or health has passed.
- b) If the requirements of a) have been satisfied in all respects, then the **Overseas Administrator** shall settle the amounts payable directly with the service provider for and on behalf of the **Insurer**. (However, in respect of out patient **Medical Expenses** the **overseas Administrator** shall settle the amount payable directly with the service provider for and on behalf of the **Insurer** only if the amount payable exceeds US \$ 400. Where the amount payable is less than US \$ 400, the procedure in c) shall apply.)
- c) If the requirements of a) (ii) and/or a) (iii) and/or b) have not been satisfied in all respects, then a claim shall be made to the **Indian Administrator** within 30 days of the insured event and:
 - i) shall be supported by the following documentation, translated into English if necessary at no cost to the **Insurer** or the **Indian Administrator**:
 - (1) original bills and vouchers bearing the name of the **Insured** treated, the condition treated, the individual items of medical treatment or services provided and the dates of treatment;
 - (2) prescriptions clearly showing the medicines prescribed, the price and the receipt stamp of the pharmacy;
 - (3) additionally for a claim under **Medical Evacuation**, a **Doctor's** certificate indicating the condition requiring transportation and certifying the medical necessity of the transportation;
 - (4) additionally for a claim under **Mortal Remains**, an official death certificate and a **Doctor's** statement giving the cause of death;
 - ii) any other information or documentation that the **Insurer** or the **Indian Administrator** may reasonably require;
 - iii) if accepted, shall be payable within India in Indian Rupees at the exchange rate prevailing on the date of the insured event.
- d) any document mentioned in the Claim Documentation of this policy.
- e) in any case, if there is an event which would result in a claim under this policy, due notice should be given to the **Overseas Administrator** immediately on the **Insured** becomes aware of the same.

Cover 2. Dental Treatment Expenses

If the **Insured** is first diagnosed with an **Illness** or suffers **Accidental Bodily Injury** while **Overseas**, which requires immediate medical attention, then the **Insurer** will indemnify the **Insured** for the amount upto the **Limit of Indemnity** for **Dental treatment Expenses** required for a natural tooth or teeth to be taken under anesthetic taken **Overseas**. The Insurer's liability to make payment is only in excess of the Deductible.

Exclusions

The **Insurer** shall not be liable for any claim under this Cover that is caused by, attributable to, arises out of or is howsoever connected to any of the following:

- a) any treatment if that is the sole reason or one of the reasons for the travel **Overseas**;

- b) any treatment, arising due to a **Pre-existing** condition.
- c) any treatment which could in the opinion of the **Overseas Administrator** and attending **Doctor** be or have been delayed until the **Insured's** return to India;
- d) any **Illness** and the consequences of such **Illnesses**:
 - i. existing at the commencement of the travel **Overseas**;
 - ii. treated in the 24 months before the commencement of the travel **Overseas**;
- e) for the treatment of orthopaedic, degenerative or oncologic diseases unless the medical attention is unforeseen, and is necessary to avert a clear and material danger to the **Insured's** life
- f) Cancer treatment, unless the medical attention is unforeseen, and is necessary to avert a clear and material danger to the **Insured's** life
- g) the removal of physical flaws or anomalies or abnormalities (cosmetic treatment);
- h) **Accidental Bodily Injury** due to the operation of any aircraft (other than a scheduled flight on which the **Insured** travels as a fare paying passenger) or parachuting.
- i) any treatment due to mental or psychiatric disorders, disturbances of consciousness, strokes, fits affecting the entire body, and pathological disturbances caused by mental reactions;
- j) any exclusion mentioned in the **General Exclusions** of this policy.

Procedure for making a Claim under Medical Expenses

It is a condition precedent to the **Insurer's** liability that the **Proposer** and/or the **Insured** shall immediately:

- a) If the **Insured** suffers **Accidental Bodily Injury** or is diagnosed with an **Illness** which gives rise to or may give rise to a claim, then it is a condition precedent to the **Insurer's** liability that the **Proposer** and/or the **Insured** shall immediately:
 - i) give the **Overseas Administrator** notice of a claim and expeditiously give or arrange for the **Overseas Administrator** to be provided with any and all information and documentation in respect of the claim and/or the **Insurer's** liability for it that may be requested by the **Insurer** or the **Overseas Administrator**;
 - ii) obtain the **Overseas Administrator's** pre-authorization for any medical treatment, which pre-authorization shall specify the treatment authorised; the place at which it has been authorised, and any other conditions applicable to either.
 - iii) if **Illness** or **Accidental Bodily Injury** requires an **Insured's** immediate **Hospitalisation** so as to avoid a material risk to the **Insured's** life or health, and as a result the **Insured** is unable to obtain pre-authorization provided that the **Overseas Administrator** is given notice of the **Insured's Hospitalisation** as soon as reasonably practicable, and the terms under i) & ii) are complied with as soon as the material risk to the **Insured's** life or health has passed.
- b) If the requirements of a) have been satisfied in all respects, then the **Overseas Administrator** shall settle the amounts payable directly with the service provider for and on behalf of the **Insurer**.
(However, in respect of out patient **Medical Expenses** the **overseas Administrator** shall settle the amount payable directly with the service provider for and on behalf of the **Insurer** only if the amount payable exceeds US \$ 400. Where the amount payable is less than US \$ 400, the procedure in c) shall apply.)
- c) If the requirements of a) (ii) and/or a) (iii) and/or b) have not been satisfied in all respects, then a claim shall be made to the **Indian Administrator** within 30 days of the insured event and:
 - i) shall be supported by the following documentation, translated into English if necessary at no cost to the **Insurer** or the **Indian Administrator**:
 - (1) original bills and vouchers bearing the name of the **Insured** treated, the condition treated, the individual items of medical treatment or services provided and the dates of treatment;
 - (2) prescriptions clearly showing the medicines prescribed, the price and the receipt stamp of the pharmacy;
 - (3) the bills/vouchers must give details of the tooth treated and the treatment performed and the date of treatment;
 - ii) any other information or documentation that the **Insurer** or the **Indian Administrator** may reasonably require;

- iii) if accepted, shall be payable within India in Indian Rupees at the exchange rate prevailing on the date of the insured event.
- d) any document mentioned in the Claim Documentation of this policy.
- e) in any case, if there is an event which would result in a claim under this policy, due notice should be given to the **Overseas Administrator** immediately on the **Insured** becomes aware of the same.

Cover 3 Total Loss of Checked-In-Baggage

If the **Insured's** checked-in accompanying baggage is permanently lost by the carrier (land, sea or air) to whom it was entrusted, then the Insurer will pay up to the **Limit of Indemnity** towards the **Market Value** of the lost items less any recovery from any carrier by the Insured.

Terms and conditions:

- a) In the event, more than one baggage is checked-in, the maximum amount payable per baggage will be 50% and per article contained in the bag will be 10% of the Limit of Indemnity.
- b) For the following articles – jewellery, watches, articles consisting of silver, gold or platinum, furs, articles trimmed with or made mostly of fur the combined maximum amount payable will be 10% of the Limit of Indemnity.
- c) In the event of loss of a pair/set, Insurer can repair or replace any part, to restore the pair or set to its value before the loss; or pay the difference between the cash value of the property before and after the loss.
- d) The limits under this section are as mentioned in the Schedule of Benefits
- e) The **Insurer's** liability to make payment is only in excess of the **Deductible**.
- f) The Insurer liability under this cover will be limited to the travel destinations specified in the main travel ticket from India and return trip back to India during trip abroad. All halts and via destinations included in this main travel ticket will also be considered for payment under this cover.
- g) The liability of the Insurer to make payment shall not arise until liability is admitted by the airline.
- h) The Insurer's payment to the Insured will be reduced by any payment made under the cover **Delay of Checked Baggage**
- i) The Insurer's payment to the Insured will be reduced by any sum for which the airline is liable to make payment.
- j) The Insurer's maximum liability will not exceed the Limit of Indemnity stated in the schedule

Exclusions

The **Insurer** shall not be liable for any claim under this Cover that is caused by or is attributable to or arises out of or is howsoever connected to any of the following:

- a) any electronic, electrical, visual or audio visual equipment, item or aid;
- b) any kind of precious metals or articles made from any precious metals, cash, currency (Indian or foreign), precious stones or models or coins or curios, sculptures, manuscripts, stamps, collections of stamps, rare books, medals, moulds, designs or any other collectibles, deeds, ATM cards, credit cards, charge cards, bonds, bills of exchange, bank notes, treasury or promissory notes, cheques, money, securities, or any other negotiable instrument.;
- c) any tickets;
- d) any loss due to complete/partial damage for the **Checked-in-Baggage**;
- e) any partial loss of the items in the **Checked-in-Baggage**;
- f) any item in the **Checked-in-Baggage**, which is valued above \$ 100 without appropriate proof of ownership;
- g) any loss arising from any delay, detention or confiscation by customs officials, police or other public authorities;
- h) any exclusion mentioned in the **General Exclusions** of this policy.

Procedure for making a Claim under Total Loss of Checked Baggage

It is a condition precedent to the **Insurer's** liability that the **Proposer** and/or **the Insured** shall immediately:

- a) Give the **Indian Administrator** notice of a claim and expeditiously give or arrange for the **Indian Administrator** to be provided with any and all information and documentation in respect of the claim and/or the **Insurer's** liability for it that may be requested by the **Insurer** or the **Indian Administrator**.
- b) Additionally, the **Insured** shall obtain a Property Irregularity Report from the carrier and send it to the **Indian Administrator**;
- c) any document mentioned in the Claim Documentation of this policy.

Cover 4 Delay of Checked-In Baggage

If the arrival of the **Insured's** checked-in accompanying baggage for a journey **Overseas** is delayed by the carrier (land, sea or air) to whom it was entrusted for more than 12 hours from the scheduled arrival time, then the **Insurer** will pay the amount in excess of the **Deductible** up to the **Limit of Indemnity** towards the costs of the **Insured's** purchase of replacement of essential items comprising Toiletries, Medication and Clothing, but any amount paid or payable shall be set against any amount payable under **Total Loss of Checked Baggage**.

Terms and conditions:

- a) The Insurer's Liability under this cover will be limited to the travel destinations specified in the main travel ticket from India. All halts and via destinations included in this main travel ticket will also be considered for payment under this cover.
- b) The Insurer's payment to the Insured will be reduced by any sum for which the airline is liable to make payment.
- k) The limits under this section are as mentioned in the Schedule of Benefits
- c) The **Insurer's** liability to make payment is only in excess of the **Deductible**.

Exclusions

The **Insurer** shall not be liable for any claim under this Cover that is caused by, attributable to, arises out of or is howsoever connected to any of the following:

- a) any electronic, electrical, visual or audio visual equipment, item or aid;
- b) any kind of **Valuables**
- c) any tickets;
- d) any loss due to complete/partial damage for the **Checked-in-Baggage**
- e) any partial loss of the items in the **Checked-in-Baggage**
- f) any item in the **Checked-in-Baggage**, which is valued above \$ 100 without appropriate proof of ownership.
- g) any loss arising from any delay, detention or confiscation by customs officials, police or other public authorities.
- h) any delay of **Checked-in-Baggage** in **India**.
- i) any exclusion mentioned in the **General Exclusions** of this policy.

Procedure for making a Claim under Delay of Checked Baggage

It is a condition precedent to the **Insurer's** liability that the **Proposer** and/or **the Insured** shall immediately:

- a) Give the **Indian Administrator** notice of a claim and expeditiously give or arrange for the **Indian Administrator** to be provided with any and all information and documentation in respect of the claim and/or the **Insurer's** liability for it that may be requested by the **Insurer** or the **Indian Administrator**.
- b) the **Insured** shall obtain a Property Irregularity Report from the carrier and send it to the **Indian Administrator**;
- c) the details of the essential items purchased and send it along with all original receipts to the **Indian Administrator**.
- d) any document mentioned in the Claim Documentation of this policy.

Cover 5 Loss of Passport

If the **Insured** loses his passport **Overseas**, the **Insurer** will pay the amount up to the **Limit of Indemnity** towards the **Insured's** reasonable expenses incurred in obtaining a duplicate or fresh passport either overseas or within 30 days upon return to India.

Terms and Conditions

1. The limits under this section are as mentioned in the Schedule of Benefits
2. The **Insurer's** liability to make payment is only in excess of the **Deductible**.

Exclusions

The **Insurer** shall not be liable for any claim under this Cover that is caused by or is attributable to or arises out of or is howsoever connected to any of the following:

- a) any claim not reported within 24 hours of the incident giving rise to the claim;
- b) any loss not reported to the police having jurisdiction at the place of loss within 24 hours of the incident and a written report is obtained from the police.
- c) any loss arising from any delay, detention or confiscation by customs officials, police or other public authorities.
- d) any loss arising from due to passport left unattended or forgotten by the Insured in the public place or public transport, hotel or apartment.
- e) any exclusion mentioned in the **General Exclusions** of this policy.

Procedure for making a Claim under Loss of Passport

It is a condition precedent to the **Insurer's** liability that the **Proposer** and/or **the Insured** shall immediately:

- a) Give the **Indian Administrator** notice of a claim and expeditiously give or arrange for the **Indian Administrator** to be provided with any and all information and documentation in respect of the claim and/or the **Insurer's** liability for it that may be requested by the **Insurer** or the **Indian Administrator**.
- b) And report the loss to the local police authorities and obtain a written report from them in relation to the loss and send it to the **Indian Administrator**.
- c) any document mentioned in the Claim Documentation of this policy.

Cover 6 Loss of International Driving Licence

If the **Insured** loses his International Driving Licence **Overseas**, **Insurer** will pay the amount up to the **Limit of Indemnity** towards the **Insured's** reasonable expenses incurred in obtaining a duplicate or fresh International Driving Licence either overseas or within 30 days upon return to India.

Terms and Conditions

3. The limits under this section are as mentioned in the Schedule of Benefits
4. The **Insurer's** liability to make payment is only in excess of the **Deductible**.

Exclusions

The **Insurer** shall not be liable for any claim under this Cover that is caused by or is attributable to or arises out of or is howsoever connected to any of the following:

- a) any claim not reported within 24 hours of the incident giving rise to the claim;
- b) any loss not reported to the police having jurisdiction at the place of loss within 24 hours of the incident and a written report is obtained from the police.
- c) any loss arising from any delay, detention or confiscation by customs officials, police or other public authorities.
- d) any loss arising from due to **International Driving Licence** left unattended or forgotten by the Insured in the public place or public transport, hotel or apartment.
- e) any exclusion mentioned in the **General Exclusions** of this policy.

Procedure for making a Claim under Loss of International Driving Licence

It is a condition precedent to the **Insurer's** liability that the **Proposer** and/or **the Insured** shall immediately:

- a) Give the **Indian Administrator** notice of a claim and expeditiously give or arrange for the **Indian Administrator** to be provided with any and all information and documentation in respect of the claim and/or the **Insurer's** liability for it that may be requested by the **Insurer** or the **Indian Administrator**.
- b) And report the loss to the local police authorities and obtain a written report from them in relation to the loss and send it to the **Indian Administrator**.
- c) any document mentioned in the Claim Documentation of this policy.

Cover 7. Personal Accident – Overseas

If the **Insured** suffers **Accidental Bodily Injury** while **Overseas** during **Policy Period** and this is the sole and direct cause of his **Death** or **Permanent Disability** within 12 months, then the **Insurer** will pay **the Insured** the percentage of the **Sum Insured** specified for each and every form of condition mentioned in the table below as per the details below. The **Insurer's** maximum liability however should not be more than 100% of the **Limit of Indemnity** stated in the schedule

Condition	Percentage of Limit of Indemnity
Accidental Death	100%
Loss of sight of both eyes	100%
Loss of two entire hands or two entire feet	100%
Loss of one entire hand and one entire foot	100%
Loss of sight of one eye and such loss of one entire foot, or hand.	100%
Complete loss of hearing of both ears & complete loss of Speech	100%
Loss of hearing – both ears	60%
Loss of speech	60%
Loss of thumb – both phalanges	25%
Loss of index finger –three phalanges or two phalanges or one phalanx	10%
Sight of one eye	50%
One hand	50%
One foot	50%

For any disability not listed in the table above, then the **Insurer** will pay a proportion of the **Sum Insured** according to the degree to which the **Insured's** previously existing normal functional physical capacity has been impaired, which the **Insured** agrees shall be as determined by the **Insurer's** medical advisors.

Loss wherever used herein means the permanent and total loss of functional use or complete and permanent severance.

Permanent Disability means disability lasting 12 calendar months and at the end of that period being beyond hope of improvement.

Terms and Conditions

1. In the event of Accidental death of a minor below 18 years of age, the maximum liability of the Insurer will be US \$ 2,000
2. The limits under this section are as mentioned in the Schedule of Benefits

Exclusions

The **Insurer** shall not be liable for any claim under this Cover that is caused by or is attributable to or arises out of or is howsoever connected to any of the following:

- a) any loss resulting directly or indirectly from, any internal or external Congenital conditions;
- b) **Accidental Bodily Injury** due to the operation of any aircraft (other than a scheduled flight on which the **Insured** travels as a fare paying passenger) or parachuting;

- c) **Accidental Bodily Injury** due to mental or psychiatric disorders, disturbances of consciousness, strokes, fits affecting the entire body, and pathological disturbances caused by mental reactions;
- d) any loss resulting directly or indirectly from or, contributed or aggravated or prolonged by childbirth or from pregnancy;
- e) Any loss caused directly or indirectly, wholly or partly by bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound) or any other kind of disease;
- f) Any loss caused directly or indirectly, wholly or partly by medical or surgical treatment except as may be necessary solely as a result of **Injury**
- g) any exclusion mentioned in the **General Exclusions** of this policy.

Procedure for making a Claim under Personal Accident – Overseas

It is a condition precedent to the **Insurer's** liability that upon the happening of an event that gives rise to or may give rise to a claim, the **Proposer** and/or the **Insured** shall:

- a) give immediate written notice to the **Indian Administrator** and provide the **Insurer** and /or the **Indian Administrator** with all information and documentation that they may reasonably require in relation to the validity of the claim and the quantum of it.
- b) Additionally, submit to examination by a medical advisor nominated by the **Insurer** or the **Indian Administrator** as often as and to the extent that either considers to be reasonably necessary.
- c) any document mentioned in the Claim Documentation of this policy.

Cover 8. Personal Liability

The **Insurer** will indemnify the **Insured** up to the **Limit of Indemnity**, in excess of the **Deductible** against any legal liability he incurs to a third party in his private capacity to pay damages for **Accidental Bodily Injury** or Accidental property damage happening **Overseas**.

Exclusions

The **Insurer** shall not be liable for any claim under this Cover that is caused by or is attributable to or arises out of or is howsoever connected to any of the following:

- a) assumed contractually unless the liability would have existed in the absence of the contract, and only to that extent;
- b) between Insured's or the Proposer or companion or any relations traveling with the Insured;
- c) due to the transmission of an Illness by the Insured;
- d) as a keeper of any animal;
- e) arising out of the care, custody, control or ownership of a motor vehicle, aircraft or water craft, except for the Insured's hire of non-powered craft for water sport.
- f) any claim or damage resulting from professional activities involving the Insured.
- g) any willful, malicious or unlawful act.
- h) any supply of goods or services on the part of the Insured.
- i) Insanity, the use of any alcohol /drugs (except as medically prescribed) or drug addiction.
- j) any ownership or occupation of land or buildings other than the occupation of any temporary residence.
- k) any exclusion mentioned in the **General Exclusions** of this policy.

Procedure for making a Claim under Personal Liability

It is a condition precedent to the **Insurer's** liability that the **Proposer** and/or the **Insured** shall:

- a) Give immediate written notice to the **Insurer** of any claim made against the **Insured** or any circumstances that may give rise to a claim.
- b) Not incur any defense costs or expenses, admit liability for or settle or attempt to settle, make any admission or offer any payment or otherwise assume any contractual obligation with respect to any claim or claimant without the prior written consent of the **Insurer**, which shall be entitled but not obliged at any time to take over and conduct in the name of

the **Insured** the defense and/or settlement of any claim and to appoint lawyers to represent the **Insured**.

- c) Provide such cooperation and assistance as the **Insurer** may request.
- d) any document mentioned in the Claim Documentation of this policy.

Cover 9. Financial Emergency

If the **Insured** is the victim of robbery or theft **Overseas** and is consequently left without funds, the Insurer will pay the amount in excess of the **Deductible** up to the **Limit of Indemnity** to replace the funds lost.

Exclusions

The **Insurer** shall not be liable for any claim under this Cover that is caused by or is attributable to or arises out of or is howsoever connected to any of the following:

- a) any claim not reported within 24 hours of the incident giving rise to the claim;
- b) any loss not reported to the police having jurisdiction at the place of loss within 24 hours of the incident and a written report is obtained from the police;
- c) any loss or shortage due to currency fluctuation, errors, omission, exchange loss or depreciation in value;
- d) any claim in respect of loss of travelers' cheques not immediately reported to the local branch or agent of the issuing authority.
- e) any loss of funds not kept in the personal custody of the Insured.
- f) any exclusion mentioned in the **General Exclusions** of this policy.

Procedure for making a Claim under Financial Emergency

- a) If the **Insured** suffers an event occurs that gives rise to or may give rise to a claim, then it is a condition precedent to the **Insurer's** liability that the **Proposer** and/or the **Insured** shall immediately give the **Overseas Administrator** notice of a claim and expeditiously give or arrange for the **Overseas Administrator** to be provided with any and all information and documentation in respect of the claim and/or the **Insurer's** liability for it that may be requested by the **Insurer** or the **Overseas Administrator**;
- b) Additionally, report the loss to the local police authorities and obtain a written report from them in relation to the loss and send it to the **Overseas Administrator**.
- c) any document mentioned in the Claim Documentation of this policy.

Cover 10. Hospital Daily Cash

If the **Insurer** admits a claim under **Cover Medical Expenses**, the **Insurer** will pay the **Sum Insured** stated in the **Schedule** for each completed day that medical necessity requires the **Insured** to be **Hospitalised Overseas**, for the period specified in the schedule for any one period of **Hospitalisation** and in total in any one **Policy Period** per **Insured**.

Terms and Conditions

1. The **Insurer** will pay for each continuous and completed period of 24 hours of Hospitalisation
2. The limits under this section are as mentioned in the Schedule of Benefits
3. The **Insurer's** liability to make payment is only in excess of the **Deductible**.

Exclusions

The **Insurer** shall not be liable for any claim under this Cover that is caused by or is attributable to or arises out of or is howsoever connected to any of the following:

- a) Any exclusion mentioned in the **General Exclusions** of this policy.

Procedure for making a Claim under Hospital Daily Cash

It is a condition precedent to the **Insurer's** liability that upon the happening of an event that gives rise to or may give rise to a claim, the **Proposer** and/or the **Insured** shall:

- a) give immediate written notice to the **Indian Administrator** and provide the **Insurer** and /or the **Indian Administrator** with all information and documentation that they may reasonably require in relation to the validity of the claim and the quantum of it.
- b) Additionally, submit to examination by a medical advisor nominated by the **Insurer** or the **Indian Administrator** as often as and to the extent that either considers to be reasonably necessary.
- c) any document mentioned in the Claim Documentation of this policy.

Cover 11. Hijack Relief

If the **Insured** is the victim of Hijack of air or sea **Common Carrier Overseas**, **Insurer** will pay the **Sum Insured** stated in the **Schedule** for each completed day provided **Insured's** journey is interrupted or disrupted for more than 12 hours.

Terms and Conditions

1. The **Insurer** will pay for each continuous and completed period of 24 hours of Hijack
2. The limits under this section are as mentioned in the Schedule of Benefits
3. The **Insurer's** liability to make payment is only in excess of the **Deductible**.

Exclusions

The **Insurer** shall not be liable for any claim under this Cover that is caused by or is attributable to or arises out of or is howsoever connected to any of the following:

- a) First twelve (12) hours of the hijacking.
- b) any incident where the Insured is suspected to be either the Principal or an accessory in the hijacking.
- c) any exclusion mentioned in the **General Exclusions** of this policy.

Procedure for making a Claim under Hijack Relief

It is a condition precedent to the **Insurer's** liability that upon the happening of an event that gives rise to or may give rise to a claim, the **Proposer** and/or the **Insured** shall:

- a) give immediate written notice to the **Indian Administrator** and provide the **Insurer** and /or the **Indian Administrator** with all information and documentation that they may reasonably require in relation to the validity of the claim and the quantum of it.
- b) It is required that for any claim under hijacking, the incident should be confirmed by the police. The police report to be submitted should contain details such as the passport number of the Insured, period of hijacking, etc., In rare cases, the Insurer may consider the other supporting documents such as a report issued by the airlines, newspaper reports, TV and other media coverage with regard to the particular Hijacking incident.
- c) any document mentioned in the Claim Documentation of this policy.

Cover 12. Trip Cancellation

In the event of cancellation of **Trip in India** prior to its commencement, the **Insurer** will reimburse non-refundable expenses on cancellation of the **Overseas** Travel Tickets, Hotel booking or Scheduled Tour Booking up to the **Limit of Indemnity** provided the cancellation is due to any of the following:

- a) Death or diagnosis of Critical Illness of the Insured or following immediate family members – Spouse, Children, Parents, Brother, Sister, Grandparent, Grandchildren, Parents-in-law.
- b) A booked Common carrier being delayed for atleast 24 hours due to strike, industrial action, riot, civil commotion, severe weather condition, natural disaster, hijack or mechanical breakdown of public common carrier
- c) Serious damage to the Insured's Residence in India arising from fire, flood, earthquake or riots.

Terms and Conditions

- a) The limits under this section are as mentioned in the Schedule of Benefits
- b) The **Insurer's** liability to make payment is only in excess of the **Deductible**.
- c) The booking should be cancelled by the **Insured** within 48 hours of the occurrence of any of the event, which would result in a claim under this cover.

Exclusions

The **Insurer** shall not be liable for any claim under this Cover that is caused by or is attributable to or arises out of or is howsoever connected to any of the following:

- a) The reason for Trip cancellation was foreseeable for the Insured with high degree of probability
- b) any exclusion mentioned in the **General Exclusions** of this policy.

Procedure for making a Claim under Trip Cancellation

It is a condition precedent to the **Insurer's** liability that upon the happening of an event that gives rise to or may give rise to a claim, the **Proposer** and/or the **Insured** shall:

- a) give immediate written notice to the **Indian Administrator** and provide the **Insurer** and /or the **Indian Administrator** with all information and documentation that they may reasonably require in relation to the validity of the claim and the quantum of it.

b) any document mentioned in the Claim Documentation of this policy.

Cover 13. Trip Curtailment

In the event of curtailment of **Trip overseas**, the **Insurer** will reimburse non-refundable expenses on cutting short the **Overseas** Travel Tickets, Hotel booking or Scheduled Tour Booking up to the **Limit of Indemnity** provided the curtailment is due to any of the following:

- d) Death or diagnosis of Critical Illness of the Insured or following immediate family members – Spouse, Children, Parents, Brother, Sister, Grandparent, Grandchildren, Parents-in-law.
- e) A booked Common carrier outside India being delayed for atleast 24 hours due to strike, industrial action, riot, civil commotion, severe weather condition, natural disaster, hijack or mechanical breakdown of public common carrier
- f) Serious damage to the Insured's Residence in India arising from fire, flood, earthquake or riots.

Terms and Conditions

- d) The limits under this section are as mentioned in the Schedule of Benefits
- e) The **Insurer's** liability to make payment is only in excess of the **Deductible**.
- f) The booking should be cancelled by the **Insured** within 48 hours of the occurrence of any of the event, which would result in a claim under this cover.

Exclusions

The **Insurer** shall not be liable for any claim under this Cover that is caused by or is attributable to or arises out of or is howsoever connected to any of the following:

- c) The reason for Trip cancellation was foreseeable for the Insured with high degree of probability
- d) any exclusion mentioned in the **General Exclusions** of this policy.

Procedure for making a Claim under Trip Cancellation

It is a condition precedent to the **Insurer's** liability that upon the happening of an event that gives rise to or may give rise to a claim, the **Proposer** and/or the **Insured** shall:

- c) give immediate written notice to the **Indian Administrator** and provide the **Insurer** and /or the **Indian Administrator** with all information and documentation that they may reasonably require in relation to the validity of the claim and the quantum of it.
- d) any document mentioned in the Claim Documentation of this policy.

Cover 14. Trip Delay

In the event of Trip Delay, if the **Common Carrier** or any other party doesn't provide necessary meals and lodgings, free of charge, the **Insurer** will reimburse expenses for meals and lodgings upto the amount stated in the **Schedule** provided **Insured's** trip is delayed for more than 12 hours due to a **Covered Hazard**.

Terms and Conditions

- a) **Covered Hazards** are
 - i. delay of a **Common Carrier** caused by any severe weather condition which delays the scheduled arrival or departure of **Common Carrier**
 - ii. delay due to Strike or any other action by employees of **Common Carrier** scheduled to be used by the **Insured** for his **Trip**
 - iii. delay caused by any sudden, unforeseen breakdown in the **Common Carrier's** equipment that caused the delay of the **Insured's Trip**
 - iv. delay caused by Loss of Passport and the claim is admissible under the cover " Loss of Passport"
- b) The **Insurer** will pay for each continuous and completed period of 12 hours of Trip Delay
- c) The limits under this section are as mentioned in the Schedule of Benefits
- d) The **Insurer's** liability to make payment is only in excess of the **Deductible**.

Exclusions

The **Insurer** shall not be liable for any claim under this Cover that is caused by, attributable to, arises out of or is howsoever connected to any of the following:

- e) first twelve (12) hours of the trip delay.

- f) any delay due to **Covered Hazard** which was made public or known to **Insured** before the purchase of this policy
- g) any exclusion mentioned in the **General Exclusions** of this policy.

Procedure for making a Claim under Trip Delay

It is a condition precedent to the **Insurer’s** liability that upon the happening of an event that gives rise to or may give rise to a claim, the **Proposer** and/or the **Insured** shall:

- a) give immediate written notice to the **Indian Administrator** and provide the **Insurer** and /or the **Indian Administrator** with all information and documentation that they may reasonably require in relation to the validity of the claim and the quantum of it.
- b) any document mentioned in the Claim Documentation of this policy.

Cover 15. Personal Accident - Domestic

If the **Insured** suffers **Accidental Bodily Injury** on the way from his residence to the International Airport in India to start his **Overseas** journey or **back to** his residence from the International Airport in India on his return from **Overseas** journey during **Policy Period** and this is the sole and direct cause of his **Death** or **Permanent Disability** within 3 months, then the **Insurer** will pay **the Insured** the percentage of the **Sum Insured** specified for each and every form of condition mentioned in the table below as per the details below. The **Insurer’s** maximum liability however should not be more than 100% of the **Limit of Indemnity** stated in the schedule.

Condition	Percentage of Limit of Indemnity
Accidental Death	100%
Loss of sight of both eyes	100%
Loss of two entire hands or two entire feet	100%
Loss of one entire hand and one entire foot	100%
Loss of sight of one eye and such loss of one entire foot, or hand.	100%
Complete loss of hearing of both ears & complete loss of Speech	100%
Loss of hearing – both ears	60%
Loss of speech	60%
Loss of thumb – both phalanges	25%
Loss of index finger –three phalanges or two phalanges or one phalanx	10%
Sight of one eye	50%
One hand	50%
One foot	50%

Terms and Conditions

1. For any disability not listed in the table above, then the **Insurer** will pay a proportion of the **Sum Insured** according to the degree to which the **Insured’s** previously existing normal functional physical capacity has been impaired, which the **Insured** agrees shall be as determined by the **Insurer’s** medical advisors.
2. In the event of Accidental death of a minor below 18 years of age, the maximum liability of the Insurer will be INR 100,000.
3. The limits under this section are as mentioned in the Schedule of Benefits
4. The **Insurer’s** liability to make payment is only in excess of the **Deductible**.
5. The maximum period of the cover shall be for the actual period or a period of 48 hours each for the onward/return journey and in any case not exceeding four days in all.

Loss wherever used herein means the permanent and total loss of functional use or complete and permanent severance.

Permanent Disability means disability lasting 12 calendar months and at the end of that period being beyond hope of improvement.

Exclusions

The **Insurer** shall not be liable for any claim under this Cover that is caused by, attributable to, arises out of or is howsoever connected to any of the following:

- a) any loss resulting directly or indirectly from, any internal or external Congenital conditions;
- b) **Accidental Bodily Injury** due to the operation of any aircraft (other than a scheduled flight on which the **Insured** travels as a fare paying passenger) or parachuting;
- c) **Accidental Bodily Injury** due to mental or psychiatric disorders, disturbances of consciousness, strokes, fits affecting the entire body, and pathological disturbances caused by mental reactions;
- d) any loss resulting directly or indirectly from or, contributed or aggravated or prolonged by childbirth or from pregnancy.
- e) Any loss caused directly or indirectly, wholly or partly by bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound) or any other kind of disease;
- f) Any loss caused directly or indirectly, wholly or partly by medical or surgical treatment except as may be necessary solely as a result of **Injury**
- g) any exclusion mentioned in the **General Exclusions** of this policy.

Procedure for making a Claim under Personal Accident - Domestic

It is a condition precedent to the **Insurer's** liability that upon the happening of an event that gives rise to or may give rise to a claim, the **Proposer** and/or the **Insured** shall:

- a) give immediate written notice to the **Insurer** and provide the **Insurer** with all information and documentation that they may reasonably require in relation to the validity of the claim.
- b) Additionally, submit to examination by a medical advisor nominated by the **Insurer** or the **Indian Administrator** as often as and to the extent that either considers to be reasonably necessary.
- c) any document mentioned in the Claim Documentation of this policy.

Cover 16. Home - Burglary

If the **Insured** is the victim of a **Burglary** at the **Residence** normally occupied by the Insured in India during the period of the travel **Overseas**, the **Insurer** will indemnify the **Insured** upto the **Sum Insured** for loss of or damage to **Contents** therein on the first loss basis.

Terms and Conditions:

1. In the event of loss of an item, the Insurer will pay the Market Value of the item, as it existed immediately before the occurrence of loss, less salvage value.
2. In the event of damage of an item, the Insurer will pay reasonable costs of restoring of the item, as it existed immediately before the occurrence of loss, less salvage value. If the cost of repair exceeds the Value of the item, the Insurer will pay the Market Value of the item, as it existed immediately before the occurrence of loss, less salvage value.
3. The maximum amount payable for any one item will be 20% of the Sum Insured.
4. The limits under this section are as mentioned in the Schedule of Benefits
5. The **Insurer's** liability to make payment is only in excess of the **Deductible**.

Exclusions

The **Insurer** shall not be liable for any claim under this Cover that is caused by, attributable to, arises out of or is howsoever connected to any of the following:

- a) any claim which occurs while the **Residence** is occupied at the time of the burglary during the **Insured** persons travel **Overseas**
- b) any loss or shortage of **Valuables**
- c) any loss not reported to the police station having jurisdiction at the place of loss and unless a written report is obtained from the police;
- d) any claim directly or indirectly, proximately or remotely occasioned by or which arises out of or in connection with Riot and Strike, Civil Commotion, Terrorist activities, Earthquake, Flood, Storm, Volcanic eruption, Typhoon, Hurricane, Tornado, Cyclone or other convulsions of nature or atmospheric disturbances,

- e) any claim where any inmate or member of the Insured's **Residence** is involved, whether directly or indirectly, in the actual loss or where such loss may have been expedited or any way assisted or brought about by any such person or persons
- f) any exclusion mentioned in the **General Exclusions** of this policy.

Procedure for making a Claim under Burglary Cover

It is a condition precedent to the **Insurer's** liability that the **Proposer** and/or **the Insured (or his representative)** shall within 24 hours of having knowledge of the happening of an event that gives rise to or may give rise to a claim,

- a) Give notice in writing to the **Insurer** of a claim as well as lodge forthwith a complaint with the Police.
- b) Give notice and expeditiously give or arrange for the **Insurer** to be provided with any and all information and documentation in respect of the claim and/or the **Insurer's** liability for it that may be requested by the **Insurer**
- c) Provide such cooperation and assistance as the **Insurer** may request.
- d) Where more than one **Insured** person has one common place of **Residence** in India and are traveling jointly or severally at the time of occurrence of a **Burglary** for which a claim is admissible under this policy, the maximum amount payable is restricted to the amount specified in the policy schedule of the person opting for the higher benefit limit.
- e) any document mentioned in the Claim Documentation of this policy.

Section C: General Exclusions (Applicable to all covers under the policy)

The **Insurer** shall not be liable for any claim under any Cover in **Section B** that is caused by, attributable to, arises out of or is howsoever connected to any of the following:

- a) any treatment if that is the sole reason or one of the reasons for the travel **Overseas**;
- b) any treatment which could in the opinion of the **Overseas Administrator** and attending **Doctor** be or have been delayed until the **Insured's** return to India;
- c) treatment by relatives;
- d) any kind of Consequential loss;
- e) War (whether declared or not), civil war, invasion, act of foreign enemies, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrest, restraint or detainment, confiscation or nationalization or requisition of or damage by or under the order of any government or public local authority or terrorism or terrorist acts. However, for the scope of the Hijack Relief only, terrorism exclusion shall stand excluded from the General Exclusions category.
- f) Any intentional, reckless or criminal act, suicide, or attempted suicide, or the use or abuse of any drugs, alcohol and the like;
- g) ionising radiation or contamination by radioactivity from any nuclear waste from combustion of nuclear fuel; or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, or asbestosis or any related condition resulting from the existence, production, handling, processing, manufacture, sale, distribution, deposit or use of asbestos, or asbestos products;
- h) Participation in naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy whether foreign or domestic;
- i) any loss of which a contributing cause was the **Insured's** actual or attempted commission of, or willful participation in, an illegal act or any violation or attempted violation of the law or resistance to arrest;
- j) HIV, AIDS and all related medical conditions.
- k) Any condition after the point at which it is certified by the attending **Doctor** to be of such a nature that further medical treatment may serve to stabilise or maintain it but is unlikely to result in a material improvement within a reasonable timeframe.
- l) Any claim arising out of sporting activities in so far as they involve the training or participation in competitions of professional or semi-professional sportspersons, unless declared beforehand and necessary applicable premium paid.

Section D: General Conditions (Applicable to all covers under the policy)

1. The entire scope of cover applies to sea / cruise travel as well, if undertaken for leisure purposes.

2. For Short-term travel and Annual Multi-trip the minimum age of the Insured shall be 6 months and 18 years respectively and maximum age shall be 70 years. Age shall be computed as on the Risk Start Date.
3. The maximum number of travel days that may be insured, under the policy, shall be 180 days. Provided that the policy may be extended only once beyond the initial period of 180 days during the trip duration by a maximum of additional 180 days. Provided further that for an Insured being up to the age of 60 years, the maximum trip duration (including the extension as provided earlier) shall not exceed 360 days in total, and for an Insured being more than 60 years of age, the maximum trip duration (including the extension as provided earlier) shall not exceed 180 days in total.
4. For the Annual Multi-trip policy, please refer the Policy schedule for the maximum trip duration for each and every trip.
5. Extension of policy during the duration of the trip can only be done once, shall comply as per the underwriting guidelines of the insurer at that time, and at the sole discretion of the Insurer. The insured shall submit
 - a) a declaration of good health and that the Insured is unaware of any health condition which could result in a claim during the extension period
 - b) that the Insured has not filed any claim till date of request
 - c) the request for extension and applicable premium is received before the extension date of the policy.
6. The premium payable for the extension of the policy during the trip duration shall be the premium payable for the overall trip duration (including the extension) less the initial premium already paid.
7. Deductible will be charged for each separate incident reported for claims payment, even though the claim may be registered under the same benefit more than once.
8. For professional and semi – professional sportsmen, the premium will attract loading. The issuance shall be at the discretion of the Insurer.
9. Policy is applicable for one –way travel also, including immigration travel with the condition that the maximum duration of coverage will be 30 days.
10. Reasonable Precautions: The Insured shall take all reasonable precautions to prevent injury, illness and disease in order to minimize claims. Failure to do so will prejudice the Insured's claim under this policy.
11. Provision of Information: The Insured shall provide the Insured with the details of the trip and other information (as may be required by the Insured from time to time) about the Insured in advance.
12. Claims Settlement
 - a) If the procedure stated is complied with, the Indian Administrator or the Overseas Administrator, as the case may be, will guarantee to the service provider the costs of hospitalisation, transportation for emergency services, transportation home for Insured and any covered accompanying person, transportation of the mortal remains, local burial and financial emergency assistance. All costs will be directly settled by the Indian Administrator or the Overseas Administrator on the Insurer's behalf and the same shall constitute due discharge of the Insurer's obligations hereunder.
 - b) If the service provider does not accept the guarantee of payment from the Indian Administrator or the Overseas Administrator, the Insurer cannot be held liable for the same. The cost will then have to be borne by the insured. The Insurer or the Indian Administrator or the Overseas Administrator on submission of required documents will then reimburse these costs.
 - c) Reimbursement of all claims (except claims under financial Emergency Assistance) will be made by the Indian Administrator in Indian Rupees at the exchange rate specified by the reserve bank of India, as applicable on the date the amount is billed. Claims under Financial Emergency Assistance shall be settled/arranged directly to the Insured, whilst abroad, by the Overseas Administrator.
13. Claim Documentation:
 - a) Duly filled Claim form with the documents as indicated.
 - b) The original ticket / boarding pass or a copy of the passport indicating the travel dates must be submitted with every claim, along with the completed claims form.
 - c) For Medical expenses - Please attach Doctor's reports, Original admission / discharge card, Original bills / receipts / with prescriptions and diagnostic /investigative reports, Copy of passport / visa with entry & exit stamp and copy of the ticket and boarding pass.

- d) Bills/vouchers/reports/discharge summary must mention the name of the person treated, the type of illness, details of the individual items of medical treatment provided and the dates of treatment. Prescriptions must clearly show the medicines prescribed. /the pharmacy bills must clearly show the price and the receipt stamp of the pharmacy. In the case of dental treatment, the bills/vouchers/reports must give the details of the tooth treated and the treatment performed. Treatment taken on different dates for separate ailments will be treated as separate claims. The claims form should clearly indicate the same and supporting should be provided for each one. Deductible will apply for each claim separately.
- e) For reimbursement of the costs of transporting the mortal remains to the India or of the costs of burial abroad, an official death certificate and a physician's statement form relations or spouses will not be accepted. Original bills/ receipts of the expenses incurred need to be submitted also. These would be paid as per the usual and customary charges incurred for the same.
- f) For reimbursement of expenses of Medical Evacuation/Transportation on Insured to the Republic of India, a medical statement from a qualified & registered medical practitioner indicating the cause of illness and the necessity of the transportation needs to be submitted. Medical statements form relations or spouses will not be accepted. Original bills/ receipt of the expenses incurred need to be submitted also. These would be paid as per the usual and customary charges incurred for the same.
- g) Dental Treatment Expenses - Please attach Doctor's reports, Original admission / discharge card, Original bills / receipts / with prescriptions and diagnostic /investigative reports, Copy of passport / visa with entry & exit stamp and copy of the ticket and boarding pass.
- h) Total Loss of Checked-In Baggage – Please attach the details of individual items lost, approximate cost and purchase date, Copies of baggage tags, Copies of correspondence with airline authorities / others about loss of checked baggage, along with details of compensation received from airlines / other authorities (if any), Property Irregularity Report (obtained from airline), Copy of the passport / visa with entry & exit stamp, Adequate proof of ownership of items contained within checked-in-baggage valued in excess of the Indian rupee equivalent of US \$ 100 for loss/delay of checked-in-baggage will need to be submitted.
- i) Delay of Checked-in Baggage – Please attach the details of items purchased during the delay period, Copies of baggage tags, Copies of correspondence with airline authorities certifying the delay, along with details of compensation received from airlines / other authorities (if any), Property Irregularity Report (obtained from airline), Original bills / receipts / invoices connected to expenses incurred / purchases made during the delay period, Copy of the passport / visa with entry & exit stamp.
- j) Loss of Passport – Please attach Copy of new passport, Copy of previous passport (if available), Original bills / invoices of expenses incurred for obtaining a new passport, Copy of FIR / police report.
- k) Loss of International Driving License – Please attach Copy of new International Driving License, Copy of previous International Driving License (if available), Original bills / invoices of expenses incurred for obtaining a new International Driving License, Copy of FIR / police report.
- l) Personal Accident – Overseas: Please attach Police report, Port Mortem Report, Death certificate, Medical report in the enclosed format, Certificate from treating Doctor for Permanent Disability.
- m) Personal Liability – Please attach the Judgment of the Court
- n) Financial Emergency – Please attach the Police report
- o) Hijack Relief – Please attach the copy of passport / visa with entry & exit stamp (if any), copy of the ticket and boarding pass, the police report with details such as the passport number of the Insured & period of hijacking, newspaper report (if available)
- p) Trip Cancellation or Trip Curtailment – Please attach the details of expenses incurred, Original bills of expenses incurred due to cancellation, Copies of cancellation correspondence with airline authorities, hotel, car rental and tour operator certifying the cancellation, along with details of compensation received from airlines / other authorities (if any), Copy of ticket & boarding pass (if any), Copy of the passport / visa with entry & exit stamp (if any), Proof of the reason for cancellation like Death certificate etc.

- q) Trip delay – Please attach the details of items purchased during the delay period, Original bills of purchases made / expenses incurred during the period of delay, Copies of correspondence with airline authorities certifying the delay, along with details of compensation received from airlines / other authorities (if any), Copy of ticket & boarding pass, Copy of the passport / visa with entry & exit stamp.
 - r) Personal Accident – Domestic: Please attach Police report, Post Mortem Report, Death certificate, Medical report in the enclosed format, Certificate from treating Doctor for Permanent Disability.
 - s) Home – Burglary Please attach Police report.
 - t) Any other documents that the Insurer requires from the Insured to process the claim may be asked for. If the Indian Administrator or the Overseas Administrator or the Insurer request that bills / vouchers in a foreign language be accompanied by an appropriate translation then the costs of such translation must be borne by the Insured.
14. Obligations of the Insured:
- a) All Claims must be submitted to Indian Administrator or Overseas Administrator not later than one (1) month after the return date **or (Risk End date)** or the completion of the treatment or transportation home, or in the event of death, after transportation of the mortal remains/ burial.
 - b) The **Insured** and each of them hereby agree to and authorise the disclosure to the **Insurer** (or any other person nominated by the **Insurer**, including the **Overseas Administrator** or the **Indian Administrator**) of any and all medical records and information held by any institution or person from which the **Insured** and each of them has obtained any medical or other treatment or services (medical or otherwise) to the extent reasonably required by the **Insurer** in connection with any claim made under this **Policy** or the **Insurer's** liability for it. The **Insurer** will preserve the confidentiality of any documentation and information that comes into its possession pursuant to above, and will only use it in connection with any claim made under this **Policy** or the **Insurer's** liability for it.
 - c) The Insured shall provide Indian Administrator or Overseas Administrator on demand any information that is required to determine the occurrence of the Insured event or the Insurer's liability to pay the benefits. In particular, upon request, proof shall be furnished of the actual commencement date of the Trip abroad.
 - d) If requested to do so by Indian Administrator or Overseas Administrator, the Insured is obligated to undergo a medical examination by a physician designated by the Indian Administrator or Overseas Administrator.
 - e) Indian Administrator or Overseas Administrator is authorised by the Insured to take all measures that are suitable for loss prevention and claim minimization, which includes the Insured's transportation back to India.
 - f) The Insurer shall be released from any obligations to pay the amount against any claim if any of the aforementioned obligations are breached by the Insured.
15. Transfer and set-Off of Claims
- a) If the Insured has any outstanding claims against third parties, such claims shall be transferred in writing to the Insurer upto the amount for which the reimbursement of costs is made by the Insurer in accordance with the terms hereunder.
 - b) In so far as an Insured receives compensation for costs he/she has incurred either from their parties liable for damages or as a result of other legal circumstances, the insurer shall be entitled to set off his compensation against the insurance benefits payable, if any.
 - c) Claims to the insurance benefits maybe neither pledged nor transferred by the insured.
16. Any Amount payable under this policy shall not carry any interest/penalty.
17. Geographical scope: The insurance cover applies to all countries stated in the policy Schedule, except those countries, the citizenships of which the Insured possesses or where the Insured has a permanent place of residence.
18. In the event of the Insured's death, the Insurer or the Insurer's representatives shall have the right to carry out a post mortem/ autopsy, at the Insurer's expense.

Terms and Conditions

1. Observance of Terms & Conditions

It is a condition precedent to the **Insurer's** liability that the **Proposer** and each **Insured** shall comply in all respects with the terms and conditions of this **Policy** insofar as they require anything to be done or complied with by the **Proposer** or any **Insured**.

2. Due Care

The **Proposer** and each **Insured** shall take or procure to be taken all reasonable care and precautions to prevent a claim arising under this **Policy** and, in the event of a claim arising, to minimize its financial consequences.

3. Entire Contract

The **Policy** constitutes the complete contract of insurance. Only the **Insurer** may alter the terms and conditions of this **Policy**. Any alteration that may be made by the **Insurer** shall be evidenced by a duly signed and sealed endorsement on the **Policy**.

4. Risk Start Date

The Insurance policy will commence from the departure date from India except Trip Cancellation and Personal Accident - Domestic; as declared on the proposal form and printed on the policy schedule provided full premium is paid.

5. Risk End Date

The Insurance policy will terminate on the date and time of arrival in India except Personal Accident - Domestic; or the last day for which premium has been paid, whichever is earlier.

6. Renewal Condition

The policy will expire at the Risk End date on the Proposal Form and Policy Schedule, or Risk End Date for which premium is paid, whichever is earlier.

The Single Trip Insurance is non-renewable, not cancelable and not refundable while effective. Single Trip Insurance **Policy** may be cancelled by the **Proposer** anytime before the commencement of the proposed journey and will subject to deduction of cancellation charge by the **Insurer**.

The Annual Multi-trip Insurance is may be renewed in consent with the **Insurer** by paying the renewal premium in advance, as per the **Insurer's applicable** premium rates. However, The Insurer is not bound to give notice of renewal.

7. Payment Conditions

a) The **Insurer** shall make payment to the **Proposer** but if incapacitated or deceased the Insurer shall make payment to the Insured.

b) The Proposer and each **Insured** hereby acknowledge and agree that the payment of any claim by or on behalf of the **Insurer** shall not constitute on the part of the **Insurer** any guarantee or assurance as to the quality or effectiveness of any medical treatment, service or other service obtained by the **Insured**, it being agreed and recognized by the **Insured** and each of them that the **Insurer** is not in any way responsible or liable for the availability or quality of any medical treatment or service (medical or otherwise) rendered by any institution or service provider whether pre-authorized or not.

c) Unless payment is made by the **Overseas Administrator** under Medical Expenses or Dental treatment expenses or Financial Emergency, the **Insurer's** liability to make any payment shall be to make payment within India and in Indian Rupees.

d) Additionally in relation to any claim under **Personal Accident** except Accidental Death:

a) the **Insurer** shall not be liable to make any payment until such time as any course of medical treatment prescribed by a **Doctor** has been implemented and demonstrated to be ineffective;

b) if the **Insured** was suffering from any disability prior to the date of his claim, then the **Insurer's** liability to make payment shall be reduced by the extent of that pre-existing disability as advised by the **Insurer's** medical advisors, which the **Insured** agrees shall be as determined by the **Insurer's** medical advisors.

e) Additionally in relation to **Personal Liability**:

iv) the **Insurer's** liability shall, subject always to the **Limit of Indemnity**, be to the extent finally determined by the **Insurer's** agreement or a foreign court of law;

v) any and all costs and expenses incurred by the **Insurer** or the lawyers it appoints in the investigation, defense or settlement of any claim will be a first charge on the **Limit of Indemnity**;

vi) the **Insurer** will only settle a claim with the **Insured's** consent, but if the **Insured** refuses a settlement recommended by the **Insurer** then the **Insurer's** liability will thereafter be limited to the amount for which the claim could have been settled.

8. Cancellation

- a) The Proposer anytime before the commencement of the proposed journey may cancel this Policy by giving notice in writing to the **Insurer** as long as the Proposer is able to establish to the **Insurer's** satisfaction that the Proposed journey has not commenced.
- b) Upon cancellation, and where no claim has been reported under this policy, the **Insurer** shall be entitled to deduct cancellation charges according to its Cancellation Scale subject to retaining the higher of
 - i) 25% of the premium or
 - ii) Rs. 250/- for Individual policies and Rs. 500/- for Annual Multi Trip policy.
- c) Partial refund of the premium is not allowed in this policy. However, if the journey is not undertaken and sufficient proof is provided, the **Insurer** shall be entitled to deduct cancellation charges according to its Cancellation Scale subject to retaining the Rs. 250/- for Individual policies and Rs. 500/- for Annual Multi Trip policy. Insurer will verify the original passport and ensure that the journey was not under taken before any refund of premium. This cancellation would be affected only 14 days after the Risk start date as mentioned in the schedule.

9. Notification

- a) Save as expressly provided to the contrary in this **Policy**, any and all notices and declarations for the attention of the **Insurer** or the **Overseas Administrator** or **Indian Administrator** shall be in writing and shall be delivered to the **Insurer's** or the **Overseas Administrator's** or **Indian Administrator's** address as respectively specified in the **Schedule**.
- b) Any and all notices and declarations for the attention of any or all of the **Insured** shall be in writing and shall be sent to the **Proposer's** address as specified in the **Schedule**.

10. Arbitration

- a) Any dispute or difference between the **Insurer** and any **Insured** or the **Proposer** will be resolved in accordance with Arbitration & Conciliation Act 1996 or any modification or amendment of it. The arbitration proceedings shall be conducted in the English language.
- b) It is agreed a condition precedent to any right of action or suit on this **Policy** that a final arbitration award shall be first obtained.
- c) If this arbitration clause is held to be invalid in whole or in part, then all disputes shall be referred to the exclusive jurisdiction of the Indian Courts.

11. Fraud

If the **Insured** or any of them shall make or advance any claim knowing the same to be false or fraudulent in amount or otherwise then this **Policy** shall be void in relation to that **Insured**, all claims or payments due shall be forfeited and all payments made shall be repaid by that **Insured** in full by the **Insured** and/or the **Proposer** who shall be jointly and severally liable for the same.

12. Subrogation

Each **Insured**:

- a) Shall do or concur in doing or permit to be done everything necessary for the purpose of enforcing any civil or criminal rights and remedies or obtaining relief or indemnity from other parties to which the **Insurer** shall be or would become entitled or subrogated upon the **Insurer** paying for any claim under this **Policy**, whether before or after indemnification.
- b) Shall not do or cause to be done anything that may cause any prejudice to the **Insurer's** right of subrogation.
- c) Agrees that any recoveries made shall first be applied in making good any sums paid out by or on behalf of the **Insurer** for the claim and the costs of recovery.

13. Governing Law

The construction, interpretation and meaning of the provisions of this **Policy** shall be determined in accordance with Indian law. The section headings of this **Policy** are descriptive only and do not form part of this **Policy** for the purpose of its construction or interpretation.

14. Contribution

If at the time of any claim there is or, but for the existence of this **Policy**, would be any other policy of indemnity or insurance in favor of or effected by or on behalf of any **Insured** applicable to any claim, the **Insurer** will only be liable to pay its ratable proportion.

15. Misstatement of Age

If the Insured has misstated his age, all amount payable under this policy shall be adjusted to the to the coverage amount that would have been purchased for the premium paid.

In the event the Insured has misstated his age and if according to Insured's correct age, the coverage provided by the policy would not have become effective, or would have creased prior to the acceptance of such premium or premiums, then Insurer's Liability during the policy period shall be limited to the refund, subject to deduction of cancellation charges by the **Insurer**, upon written request from the Insured, for the period not covered by the policy.

Memo 1 – Family Plan (Applicable if reflected in the Policy Schedule)

Specific Conditions

1. Minimum age of the Proposer and spouse shall be 18 years and maximum age shall be 60 years; and children aged between six (6) months and twenty-five (25) years. The Age shall be computed as on the Risk Start Date.
2. The maximum number of travel days that may be insured, under the policy, shall be 60 days. The maximum trip duration (including the extension, if any) shall not exceed 60 days in total.
3. **Family** means self and legally married Spouse and minimum one child and maximum four (4) Children named on the Schedule.

Memo 2 – Senior Citizen Plan (Applicable if reflected in the Policy Schedule)

Specific Conditions

1. Minimum age of the Insured shall be 71 years and maximum age shall be 80 years. Age shall be computed as on the Risk Start Date.
2. The maximum number of travel days that may be insured, under the policy, shall be 180 days. The maximum trip duration (including the extension, if any) shall not exceed 180 days in total.
3. The Insurer's liability for Medical Expenses incurred on any one illness will be restricted to USD 12,500 (For Age Group 71-75) and USD 10,000 (For Age Group 76-80) as a sub limit of the Limit of Indemnity under the Medical Expenses Cover. The Insurer's liability for Medical Expenses incurred on any accident will be restricted to USD 25,000 as a sub limit of the Limit of Indemnity under the Medical Expenses Cover.