

## Policy Wordings SmartTraveller Insurance Policy (Corporate)

Annexure - IV

**UIN: IRDA/NL-HLT/BAXAGI/P-T/V.I/224/13-14**

### Preamble

WHEREAS the Insured designated in the Policy Schedule having by a proposal and declaration together with any statement, report or other document which shall be the basis of this contract and shall be deemed to be incorporated herein, has applied to Bharti AXA General Insurance Company Limited (hereinafter called "the Company") for the insurance hereinafter set forth and paid appropriate premium for the period as specified in the Schedule.

### Operative Clause

Now this Policy witnesseth that subject to the definitions, terms, conditions and exclusions contained, endorsed or otherwise expressed herein, the Company shall compensate, indemnify, pay and/or reimburse the Insured/ Insured Person or his/her nominees or the legal representatives, as the case may be, in respect of insured events occurring and resulting in or leading to loss or damage during the period of insurance stated in the Schedule, in the manner and to the extent set forth in this Policy.

### Definitions

Any word or expression to which a specific meaning has been assigned in any part of this Policy or the Policy Schedule shall bear the same meaning wherever it appears. For purposes of this Policy, the terms specified below shall have the meaning set forth:

**"Accident"** means a sudden, unforeseen and involuntary event caused by external, visible and violent means.

**"Air Travel"** means travel by an airline/aircraft for the purpose of flying therein as a Fare paying passenger.

**"Alternative Treatments"** means forms of treatments other than treatment "Allopathy" or "modern medicine" and includes Ayurveda, Unani, Sidha and Homeopathy in the Indian context

**"Appliances"** shall mean and include electrical, mechanical and electronic appliances such as refrigerator, television, DVD player, videocassette recorder/player, washing machine, microwave oven, music system, personal computer, laptops and air-conditioner contained or fixed in the Insured's home for domestic use.

**"Bodily Injury / Injury"** means any accidental physical bodily harm, solely and directly caused by external, violent and visible means but does not include any disease or sickness. The injury must be verified and certified by a Medical Practitioner

**"Burglary"** means an act involving the unauthorized or forcible entry to or exit from the Insured Person's home in India during the night or any threat, with intent to commit crime.

**"Cashless facility"** means a facility extended by the insurer to the insured where the payments, of the costs of treatment undergone by the insured in accordance with the policy terms and conditions, are directly made to the network provider by the insurer to the extent pre-authorization approved

**"Checked-in Baggage"** means baggage handed over by the Insured/Insured Person and accepted by a common carrier for transportation in the same carrier in which the Insured/Insured Person is or would be travelling and for which the common carrier has issued a baggage receipt to the Insured/ Insured Person.

**"Company / Insurer"** means Bharti AXA General Insurance Company Limited.

**“Common Carrier”** means any commercial airline or ship or vessel operating under a license from the relevant authority for the transportation of passengers and cargo for hire.

**“Condition Precedent”** means a policy term or condition upon which the Insurer's liability under the policy is conditional upon

**“Congenital Anomaly”** refers to a condition(s) which is present since birth, and which is abnormal with reference to form, structure or position

- a. **“Internal Congenital Anomaly”** refers to the Congenital anomaly which is not in the visible and accessible parts of the body
- b. **“External Congenital Anomaly”** refers to the Congenital anomaly which is in the visible and accessible parts of the body

**“Contents”** mean and include appliances, furniture, fixture, fittings, linen, clothing, kitchen items, cutlery /crockery contained in the Insured Person's home belonging to the Insured Person or his/her family members permanently residing with the Insured Person including items for which the Insured Person is responsible, and used for domestic use. However, this does not include deeds, bonds, bills of exchange, promissory notes, cheques, traveller's cheques, securities for money, documents of any kind, cash, currency notes.

**“Contribution”** is essentially the right of an insurer to call upon other insurers liable to the same insured to share the cost of an indemnity claim on a ratable proportion of Sum Insured. This clause shall not apply to any Benefit offered on fixed benefit basis.

**“Corporate”** means any organization, firm, society or body corporate on whose name the Policy is issued

**“Day care centre”** means any institution established for day care treatment of illness and/ or injuries or a medical set up within a hospital and which has been registered with the local authorities, wherever applicable, and is under the supervision of a registered and qualified medical practitioner AND must comply with all minimum criteria as under:-

- has qualified nursing staff under its employment;
- has qualified medical practitioner/s in charge;
- has a fully equipped operation theatre of its own where surgical procedures are carried out;
- maintains daily records of patients and will make these accessible to the Insurance company's authorized personnel.

**“Day Care Treatment”** refers to medical treatment, and/or surgical procedure which is:

- i. undertaken under General or Local Anesthesia in a hospital/day care centre in less than 24 hrs because of technological advancement, and
- ii. which would have otherwise required a hospitalization of more than 24 hours.

**“Deductible”** means a cost-sharing requirement under this policy, that provides that the insurer will not be liable for a specified rupee amount or percentage of claim amount or number of days or number of hours, as specified in the policy schedule and which will apply before any benefits are payable by the insurer. A deductible does not reduce the sum insured and is applicable per event, upto the specified limits mentioned.

**“Dependent Child”** refers to a child (natural or legally adopted), below the age of 23 years, who is financially dependent on the primary insured or proposer and does not have his / her independent sources of income.

**“Disclosure to information norm”** means the Policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact.

**"Disease"** means an alteration in the state of the body or of some of its organs interrupting or disrupting the performance of the functions, and causing or threatening pain and weakness or physical or mental disorder and certified by a Medical Practitioner.

**"Emergency Assistance Service Provider"** means Third Party Administrator or any organization or institution appointed by the Company for providing services to the Insured/Insured Person for an insurable event.

**"Emergency Care"** means management for a severe illness or injury which results in symptoms which occur suddenly and unexpectedly, and requires immediate care by a medical practitioner to prevent death or serious long term impairment of the insured person's health.

**"Family"** means the Insured Person, his/her lawful spouse and maximum of any two (2) dependent children upto the age of 23 years.

**"Felony Assault"** means an act of violence against the Insured Person or a travelling companion requiring medical treatment.

**"Financial Emergency"** means a situation wherein the Insured Person loses all or a substantial amount of his/her travel funds due to theft, robbery, mugging or dacoity, which has detrimental effects on his/her travel plans.

**"Foreign Enemy"** means any group of individuals, entity or country, who intends to cause injury, or commissions an act dangerous to human life or property in the location where the Insured/Insured Person is travelling to, by the use of hostile force or violence

**"Grace Period"** means the specified period of time immediately following the premium due date during which a payment can be made to renew or continue a policy in force without loss of continuity benefits such as waiting periods and coverage of *pre existing diseases*. Coverage is not available for the period for which no premium is received.

**"Hijack"** means any unlawful seizure or exercise of control, by force or violence or threat of force or violence and with wrongful intent, of the common carrier in which the Insured Person is travelling.

**"Hospital"** means facility or establishment for in-patient care and day care treatment of illness and /or injuries, that has been registered as per the applicable regulations of the country where insured /insured person is availing emergency treatment outside India.

**"Hospitalisation"** means admission in a Hospital for a minimum period of 24 In patient Care consecutive hours except for specified procedures/ treatments, where such admission could be for a period of less than 24 consecutive hours

**"Housebreaking"** means an act involving physical break-in and unauthorized and forcible entry into Insured Person's home in India during the day, or any threat, with intent to commit crime.

**"Illness"** means sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment.

a) **"Acute condition"**- Acute condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/illness/injury which leads to full recovery

b) **"Chronic condition"**- A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics: –

- it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and / or tests

- it needs ongoing or long-term control or relief of symptoms
- it requires your rehabilitation or for you to be specially trained to cope with it
- it continues indefinitely
- it comes back or is likely to come back.

**“Immediate family member”** shall mean any member of the Insured Person’s immediate family i.e the Insured Person’s spouse, child, parent or sibling

**“Inclement Weather”** means any severe catastrophic weather conditions which delay the scheduled arrival or departure of a common carrier but not including normal, seasonal/climatic weather changes.

**“Injury”** means accidental physical bodily harm excluding illness or disease, solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner.

**“Inpatient care”** means treatment for which the Insured person has to stay in a hospital for more than 24 hours for a covered event.

**“Insured”** means and includes any organization, firm, society or body corporate on whose name the Policy is issued.

**“Insured Person”** means the person named in the Policy Schedule, who is an employee or member of the Insured having a permanent place of residence in India and for whom the insurance is proposed and appropriate premium paid.

**“Insured Event”** means an event, loss or damage for which the Insured/Insured Person is entitled to benefit/s under the Policy.

**“Loss”** means loss or damage.

**“Maternity expenses”** shall include –

- medical treatment expenses traceable to childbirth (including complicated deliveries and caesarean sections incurred during hospitalization)
- expenses towards lawful medical termination of pregnancy during the policy period

**“Medical Advice”** means any consultation or advice from a Medical Practitioner including the issue of any prescription of repeat prescriptions.

**“Medical expenses”** means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.

**“Medical Practitioner”** means a person who holds a valid registration from the Medical Council or appropriate authority of the country where insured/ insured person is availing emergency treatment outside India and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license. The term Medical Practitioner includes a physician, specialist and surgeon, provided that, this person is not a member of the Insured/Insured Person's family

**“Medically Necessary”** means any treatment, tests, medication, or stay in hospital or part of a stay in hospital which,

- is required for the medical management of the illness or injury suffered by the insured;
- must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
- must have been prescribed by a medical practitioner;

- must conform to the professional standards widely accepted in international medical practice

**"Multi trip"** means two or more trips to different destinations out of Republic of India during the Policy period.

**"Network Provider"** means hospitals or health care providers enlisted by an insurer or by a TPA and insurer together to provide medical services to an insured on payment by a cashless facility.

**"Non- Network"** means any hospital, day care centre or other provider that is not part of the network.

**"Notification of Claim"** means the process of notifying a claim to the insurer or TPA by specifying the timelines as well as the address / telephone number to which it should be notified

**"OPD treatment"** OPD treatment is the one in which the Insured visits a clinic / hospital or associated facility like consultation room for diagnosis and treatment based on the advice of a Medical Practitioner. The insured is not admitted as a day care or in-patient

**"Period of Insurance"** in respect of Single Trip Policy means the period from the commencement of the insurance cover to the end of the insurance cover or actual trip duration, whichever is earlier. However, the journey shall commence within 14 days from the day specified in the Policy Schedule.

**"Period of Insurance"** in respect of multi trip policy, this means the period from the commencement of insurance cover to the end of actual trip duration or full utilization of the maximum number of travel days per trip as mentioned in the Policy Schedule or expiry of the Policy or cancellation of the insurance, whichever is earlier

**"Policy"** means the document containing the terms and conditions of the contract, Insured Proposal Form, details of the scope and extent of cover available to the Insured / Insured Person in the policy schedule and the exclusions from the scope of coverage

**"Policy Schedule"** means the document giving the name of the Insured / Insured persons, Policy Period, scope of cover and other relevant terms and conditions

**"Portability"** means transfer by an individual health insurance policyholder (including family cover) of the credit gained for pre-existing conditions and time-bound exclusions if he/she chooses to switch from one insurer to another

**"Permanent Partial Disablement"** means a bodily injury caused by accidental, external, violent and visible means, which as a direct consequence thereof, disables any part of the limbs or organs of the body of the Insured Person and which falls into one of the categories listed in the Table of Benefits.

**"Permanent Total Disablement"**: means a bodily injury caused by accidental, external, violent and visible means, which as a direct consequence thereof totally disables and prevents the Insured Person from attending to any business or occupation of any and every kind or if he/she has no business or occupation, from attending to his/her usual and normal duties that last for a continuous period of twelve calendar months from the date of the accident, with no hopes of improvement at the end of that period.

**"Permanent Total Disablement"** means a bodily injury caused by accidental, external, violent and visible means, which as a direct consequence thereof totally disables and prevents the insured from attending to any business or occupation of any and every kind or if he/she has no business or occupation, from attending to his/her usual and normal duties that last for a continuous period of twelve calendar months from the date of the accident, with no hopes of improvement in future

**“Pre-existing Disability”** means an existing disability and consequence of such disability existing or known to exist at the commencement of the policy period

**“Pre-existing Disease”** means any condition, ailment or injury or related condition(s) for which the Insured / Insured Person had signs or symptoms, and /or were diagnosed, and /or received medical advice/ treatment, within 48 months prior to the this policy.

**“Professional Sportsperson”** means those sports persons who are in to full time sports and maintain their livelihood through earnings from their involvement in sports

**“Qualified Nurse”** is a person who holds a valid registration from the local Nursing Council or the appropriate authority in the country where insured/ insured person is availing emergency treatment outside India, thereby he/ she is entitled to carry on the profession of Nurse and as per the scope and limits applicable therein.

**“Reasonable and Customary Charges”** means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services, taking into account the nature of the illness / injury involved.

**“Reasonable Additional Expenses”** means any expenses for meals and lodging necessarily incurred by the Insured/Insured Person as a result of a trip interruption or trip delay but does not include meals and lodging provided by the common carrier or any other party free of charge.

**“Renewal”** defines the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of all waiting periods.

**“Return Destination”** means the place to which the Insured Person is scheduled to return from his/her trip.

**“Strike”** means stoppage of work (a) announced, organized and sanctioned by a labour union and (b) which interferes with the normal departure and arrival of a common carrier inclusive of work slowdowns, lockouts and sickouts.

**“Subrogation”** means the right of the insurer to assume the rights of the insured person to recover expenses paid out under the policy that may be recovered from any other source.

**“Sum Insured”** means the maximum amount of coverage, as specified in the Policy Schedule, that the Insured/Insured Person is entitled to in respect of each benefit and as applicable under the Policy.

**“Surgery or Surgical Procedure”** means manual and / or operative procedure (s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a hospital or day care centre by a medical practitioner

**“Schedule”** means Schedule attached to and forming part of this Policy mentioning the details of the Insured/ Insured Persons, the Sum Insured, the period, Coverage and the limits to which benefits under the Policy are subject to.

**“Semi professional sports person”** shall mean those sports persons who participate in sports on frequent basis (at least once in a month) while being separately employed elsewhere or self employed and whose primary source of income is not from sports

**“Terrorism/Terrorist Incident”** means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or the commission of an act dangerous to human life or property, against any individual, property or Government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or

other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered terrorist activity. Terrorism shall also include any act, which is verified or recognized by the relevant Government as an act of terrorism.

**“Travel Agent”** means the Travel Agent, tour operator or other entity from which the Insured / Insured Person purchases the insurance Policy or travel arrangements, and includes all officers, employees and affiliates of the Travel Agent, tour operator or other entity.

**“Travelling Companion”** means an individual or individuals travelling with the Insured Person, provided that, the Insured Person and such individual(s) are travelling to the same destination and on the same date and such individual(s) is/are also insured under this Policy. For the purpose of this definition, any individual(s) forming part of a group travelling on a tour arranged by a Travel Agent or a tour operator shall not be considered as Travelling Companion, unless the individual(s) is/are part of the family of the Insured Person.

**“Trip”** means a journey out of the Republic of India and back, the details of which are specified in the Policy Schedule.

**“Trip Duration”**, in case of single trip, means the length of time period commencing from the date when the Insured/Insured Person boards the aircraft from his/her initial boarding place for the purpose of travelling out of the Republic of India and ending on the date of return of the Insured/Insured Person to the Republic of India, when the Insured/Insured Person alights from the aircraft, both days inclusive, and calculated according to Indian Standard Time (IST).

**“Unproven/ Experimental treatment”** means the treatment including drug experimental therapy which is not based on established medical practice in India

**“Valuables”** mean photographic, audio, video, computer and any other electronic equipment, telecommunications and electrical equipment, telescopes, binoculars, antiques, watches, jewellery, furs and articles made of precious stones and metals.

## Scope of coverage

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed, to compensate, indemnify, pay and/or reimburse in manner provided in this Policy, benefits to the Insured for loss or damage described hereunder as per the coverage and up to the limit of Sum Insured specified in the Policy Schedule.

### Section I - Medical Expenses inclusive of Repatriation & Emergency Medical Evacuation Coverage

The Company shall pay or reimburse to the Insured/ Insured Person expenses incurred for availing emergency medical assistance required on account of any disease/ illness/ injury sustained or contracted whilst on a trip upto the limit of Sum Insured as specified in the Policy Schedule.

The deductible in respect of this benefit will be applicable for each and every claim separately and shall be of an amount as specified in the Policy Schedule.

In the event, the Insured Person contracts any disease/ illness or sustains any injury during the Policy period; the Company will pay or reimburse to the Insured/ Insured Person expenses for the following:

1. Out-patient treatment, provided, the same is critical and cannot be deferred till the insured/ insured person's return to the Republic of India.
2. In-patient treatment in a local hospital at the place the Insured Person is staying at the time of occurrence of an insurable event.
3. Medical aid prescribed by a Medical Practitioner as necessary part of a treatment for broken limbs or injuries (e.g. plaster casts, bandages and walking aids).

4. Radiotherapy, heat therapy or photo therapy and other such treatment prescribed by a Medical Practitioner.
5. X-ray, diagnostic tests and all reasonable costs towards diagnostic methods and treatment of all disease/illness/injury provided these pertain to the disease/illness/injury due to which hospitalization was deemed necessary.
6. Cost of transportation, including necessary medical care, by recognized medical service providers for medical attention to the nearest hospital or to the nearest Medical Practitioner or to a special clinic if prescribed by a Medical Practitioner.
7. Life saving unforeseen emergency measures provided to the Insured Person by the Medical Practitioner for the disease/illness/injury arising out of a pre-existing condition. The treatment for these emergency measures would be paid till the Insured Person becomes medically stable, as ascertained by the Panel Doctor of the Emergency Assistance Service Provider. All further medical costs to maintain medically stable state would have to be borne by the Insured/Insured Person.
8. Transportation and emergency medical evacuation:
  - a) The extra costs of medically necessary and prescribed transportation of the Insured Person from the foreign country to his/her permanent place of residence in India or to the nearest hospital.
  - b) If it is medically necessary in the opinion of Emergency Assistance Service Provider, that the Insured/Insured Person needs to be accompanied by a Medical Practitioner, nurse, relative, friend or colleague; then the additional costs for an accompanying person would also be payable

The **extra costs** under “**Transportation**” are:

- a. In the event of transportation home, the additional costs arising for the return journey home as a consequence of the insured event;
- b. In the opinion of the Emergency Assistance Service Provider, the Insured/Insured Person is capable of being transported to India

#### **Repatriation of Mortal Remains**

In the event of accidental death of the Insured Person due to an accident, the Company shall pay or reimburse the costs of transporting the mortal remains of the deceased Insured Person back to the Republic of India or the cost of local burial or cremation in the country where the accidental death occurred, subject to the maximum limit specified in the Policy Schedule.

#### **Exclusions**

The Company shall not be liable to make any payment under this benefit in connection with or in respect of any expenses whatsoever incurred by the Insured / Insured Person for the following, unless specifically stated otherwise in the Schedule to the Policy:

1. Any pre-existing condition, unless the medical assistance provided abroad involves unforeseen emergency measures to save the Insured Person’s life.
2. Expenses incurred in connection with cancer treatment, unless the medical assistance provided abroad involves unforeseen emergency measures to save the Insured Person’s life. However medical costs related to cancer screening and mammography examination, subject to the specified limits, would be covered, provided the same has been agreed for and specified in the Policy Schedule
3. Treatment of orthopaedic, degenerative, oncological diseases, unless the medical assistance provided abroad involves unforeseen emergency measures to save the Insured Person’s life.
4. Treatment which could be reasonably delayed until the Insured Person’s return to the Republic of India. The question of what can or what can not be reasonably delayed will be decided jointly by the treating Medical Practitioner, Emergency Assistance Service Provider and the Company and shall be in accordance with accepted standards of medical care.
5. Charges in excess of reasonable and customary charges incurred for emergency treatment on account of an insured event.
6. Treatment relating to the removal of physical flaws or anomalies (cosmetic treatment or plastic surgery in any form or manner unless medically required as part of treatment for cancer, accidents and burns).

7. Expenses incurred in connection with rest or recuperation at a spa or health resort, Sanatorium, convalescence home or similar institution or related to treatment of alcoholism or drug dependency or similar, unless specified in the Policy Schedule.
8. Maternity, child birth and any consequences, including changes in other chronic conditions as a result of pregnancy. However, this exclusion will not apply in following cases:
  - a) Ectopic Pregnancy proved by diagnostic means and certified to be life threatening by the attending Medical Practitioner
  - b) If the medical assistance provided abroad involves unforeseen emergency measures to save the Insured Person's or the child's life in the event of acute complications, provided that the Insured Person has not completed the age of 38 years and the 30th week of the pregnancy is not yet completed.
9. Rehabilitation and/or physiotherapy or the costs of prostheses/ prosthetics (artificial limbs) etc. However, expenses towards physiotherapy related to disease/ illness/ injury requiring outpatient/ inpatient care, subject to the specified limits and conditions, will be covered if specifically agreed for and specified in the Policy Schedule.
10. Any exclusion mentioned in the 'General Exclusions' section of this Policy.

### Special Conditions

If any disease/ illness / injury during the period abroad necessitate curative treatment beyond duration of this insurance, the Company's liability to pay benefits within the scope of this Policy shall extend automatically for a further period of 30 days insofar as it can be proved that transportation home is not possible. Emergency Assistance Service Provider must be notified immediately as soon as it is known that Insured / Insured Person is unfit to return to India. If any new disease / illness/injury is contracted beyond duration of this Policy, treatment for the same will not be covered.

Further, in case of transportation home on the advice of Emergency Assistance Service Provider, appropriate continued treatment in India for the same disease/ illness/ injury will be covered for a maximum of 30 days beyond this Policy period automatically, provided the disease / illness/injury is contracted abroad within this Policy period. The transportation of the Insured/Insured person back to India shall be done only on agreement and confirmation from the attending medical practitioner/ panel doctor that the Insured/Insured Person is capable of being transported to India.

Extension of the period of insurance is automatic for a period not exceeding 7 days and without extra charge, if necessitated by delay of Common Carrier services beyond the control of the Insured/ Insured Person.

If Emergency Assistance Service Provider recommends that continued treatment in an Indian hospital is appropriate, this Policy shall be extended automatically to cover medical expenses incurred in India as specified in the Medical Expenses Cover in this Policy provided that such expenses will only be paid at the usual and customary level for such services, and further provided that expenses will only be paid for treatment incurred within the 30 days period immediately following the first manifestation of the disease/ illness/ injury during the trip

### Section II - Dental Treatment Coverage

The Company shall pay or reimburse to the Insured/Insured Person expenses incurred in respect of acute anesthetic treatment of a natural tooth or teeth during a trip, but not exceeding the Sum Insured as specified in the Policy Schedule.

However, dental care rendered necessary as a result of an accident shall be subject to the limit of cover and deductible as specified under Section I i.e. **Medical Expenses inclusive of Repatriation and Emergency Medical Evacuation** of this Policy.

The deductible in respect of this benefit will be applicable for each and every claim separately and shall be of an amount as specified in the Policy Schedule.

## Exclusions

The Company shall not be liable to make any payment under this benefit in connection with or in respect of any expenses whatsoever incurred by the Insured / Insured Person for:

1. Any pre-existing condition unless the medical assistance provided abroad involves unforeseen emergency measures to save the Insured person's life.
2. Treatment which could be reasonably delayed until the Insured/ Insured Person's return to the Republic of India. The question of what can or what cannot be reasonably delayed will be decided jointly by the treating Medical Practitioner, the Emergency Assistance Service Provider and the Company.
3. Charges in excess of reasonable and customary charges incurred on account of an insured event as per the determination of the Emergency Assistance Service Provider.
4. Treatment relating to the removal of physical flaws or anomalies (cosmetic treatment or plastic surgery in any form or manner).
5. Any exclusion mentioned in the 'General Exclusions' section of this Policy.

## Section III - Personal Accident

### Coverage

The Company shall compensate the Insured/Insured Person or his/her nominees or the legal representatives, as the case may be, for accidental bodily injury (whilst on a trip covered by this Policy) solely and directly caused by accidental, violent, external and visible means resulting in death or Permanent Total Disablement or Permanent Partial Disablement within twelve (12) calendar months of occurrence of such injury.

The Sum Insured as specified in the Policy Schedule shall be the limit per person per Policy period payable only in Indian Currency on the Insured Person's return to India. In case of the unfortunate accidental death of the Insured Person, the compensation shall be paid in Indian Currency in India to the nominee or the legal representative. The Sum Insured shall be the maximum liability of the Company under this benefit.

Subject to the above, the Company shall pay to the Insured/Insured Person or his/her nominees or the legal representative, as the case may be, the sum or the sums as set forth in the Table of Benefits below:

<b>Table of Benefits</b>	<b>Percentage of Sum Insured payable as compensation</b>
1. Accident Death	100%
2. PTD - Total and irrecoverable loss of	
i) Sight of both eyes or of the actual loss by physical separation of two entire hands or two entire feet or one entire hand and one entire foot or of such loss of sight of one eye and such loss of one entire hand or one entire foot.	100%
ii) Use of two hands or of two feet or of one hand and one foot or of such loss of sight of one eye and such loss of use of one hand or one foot.	100%
iii) Total Paralysis	100%
iv) Loss of all fingers and both thumbs OR loss of arm - at shoulder; between shoulder and elbow; at and below elbow OR loss of leg - at hip; between knee and hip; below knee	100%
<b>For the purpose of items 2 i) and 2 ii) above, physical separation of one entire hand shall mean separation at or above wrist and/or of the foot at or above ankle respectively.</b>	
3. Permanent total and absolute disablement disabling the Insured/Insured Person from engaging in any employment or occupation of any description whatsoever which he or she was capable of doing earlier	100%
4. PPD - Total and irrecoverable loss of various parts as given below:	<b>Percentage of Sum Insured</b>
The sight of one eye or the actual loss by physical separation of one entire hand or one entire foot.	50%
Use of a hand or a foot without physical separation	50%
Loss of speech	50%
Loss of toes - all	20%
Loss of toes great - both phalanges	5%
Loss of toes great - one phalanx	2%
Loss of toes other than great, if more than one toe lost: each	2%
Loss of hearing - both ears	75%

Loss of hearing - one ear	30%
Loss of four fingers and thumb of one hand	50%
Loss of four fingers of one hand	40%
Loss of thumb - both phalanges	25%
Loss of thumb - one phalanx	10%
Loss of index finger - three phalanges	15%
Loss of index finger - two phalanges	10%
Loss of index finger - one phalanx	5%
Loss of middle finger or ring finger or little finger - three phalanges	10%
Loss of middle finger or ring finger or little finger - two phalanges	7%
Loss of middle finger or ring finger or little finger - one phalanx	3%
Loss of metacarpals - first or second (additional) or third, fourth or fifth (additional)	3%
<b>Any other permanent partial disablement</b>	<b>Percentage as assessed by a Physician and / or panel doctor of the Company</b>
<ul style="list-style-type: none"> <li>• <b>The disablement occurs within one year of accident</b></li> <li>• <b>The disablement must be confirmed and claimed for prior to the expiry of a period of 3 months since occurrence of the disablement</b></li> </ul>	

Notwithstanding anything contained in the Policy, the Company shall not be liable for compensation under more than one of the clauses (1) to (4) in the Table of Benefits hereinabove, in the same period of disablement of the Insured/ Insured Person.

#### Exclusions

The Company shall not be liable to make any payment under this benefit in respect of the following:

1. Any existing physical disability
2. Accidents due to mental disorders or disturbances of consciousness, strokes, fits or convulsions which affect the entire body and pathological disturbances caused by the mental reaction to the same.
3. Damage to health caused by curative measures, radiation, Infection, poisoning except where these arise from an accident.
4. Any payment under this benefit whereby the Company's liability would exceed the sum payable in the event of death.
5. Any other claim after a claim for death has been admitted by the Company and becomes payable.
6. Any claim which arises out of an accident connected with the operation of an aircraft or which occurs during parachuting except when the Insured Person is flying as a passenger in a multi engine, commercial aircraft.
7. Payment of compensation in respect of death, injury or disablement of the Insured/ Insured Person from
  - a. intentional self-injury, suicide, or attempted suicide
  - b. whilst under the influence of intoxication, liquor or drugs
  - c. whilst engaging in aviation or ballooning whilst mounting into dismounting from or travelling in any aircraft or balloon other than as a fare paying passenger in any duly licensed standard type of aircraft
  - d. arising or resulting from the Insured Person committing any breach of law with criminal intent or participating in an actual or attempted felony, riot, crime (with or without criminal intent), misdemeanor or civil commotion.
  - e. whilst engaging in speed contest or racing of any kind, hunting, bungee jumping, parasailing, ballooning, skydiving, paragliding, hand gliding, mountaineering or rock climbing, potholing, abseiling, deep sea diving, polo, snow and ice sports, etc
8. Any consequential loss or damage cost or expense of whatsoever nature
9. Accidental Death or disablement resulting, directly or indirectly, caused by, contributed to or aggravated or prolonged by childbirth or pregnancy or in consequence thereof, venereal disease or infirmity.
10. Payment of compensation in respect of accidental death, injury or disablement of the Insured Person due to or arising out of or directly or indirectly connected with or traceable to act of terrorism or terrorist activities

11. Insured Person whilst flying or taking part in aerial activities (including cabin crew) except as a fare-paying passenger in a regular Scheduled commercial airline or air charter company
12. Any exclusion mentioned in the 'General Exclusions' section of this Policy.

### **Special Conditions**

1. In the event of partial loss or impairment of the function of one of the above parts of the body or senses, the appropriate proportion of the percentage stated in the "Table of Benefits" will be considered for payment.
2. If the accident impairs a number of physical or mental functions, the degree of disablement given in the Table of Benefits will be added together, but the amount payable shall not exceed 100% of the Sum Insured specified in the Policy Schedule.
3. If the accident affects parts of the body or senses whose loss or inability to function is not dealt with above, the governing factor in determining the benefit amount in such a case will be the degree to which the normal physical or mental capabilities are impaired, solely from a medical point of view, as ascertained by a panel of doctor by the Company or Emergency Assistance Service Provider.
4. In the event of permanent disablement, the Insured Person will be under obligation:
  - a. To have himself/herself examined by the Panel Doctors appointed by the Company/Emergency Assistance Service Provider and the Company will pay the costs thereof.
  - b. To authorize doctors providing treatment or giving expert opinion and any other authority to supply the Company any information that may be required on the condition of the Insured Person.

If the above obligations are not met with due to whatsoever reason, the Company shall be relieved of its liability to compensate under this benefit.

The benefit applicable under this Section shall be in addition to the benefits applicable under Section IV - Accidental Death and Permanent Total Disability- Common carrier

### **Section IV - Accidental Death & Permanent Total Disablement - Common carrier Coverage**

The Company will pay compensation upto the limit of the Sum Insured for this benefit as specified in the Policy Schedule if accidental injury to the Insured Person results in loss of life or permanent total disablement while riding as a passenger (but not as a pilot operator or member of the crew) in or on, boarding or alighting from any common carrier provided that, this benefit shall not apply while the Insured Person is riding in or on, or boarding or alighting from, any civilian aircraft that does not hold a current and valid Air-worthiness certificate and/or is piloted by a person who does not hold a current and valid certificate of competency of a rating authorizing him to pilot such aircraft.

The term "Air-worthiness Certificate" used in this benefit shall mean the standard worthiness certificate issued by the aviation agency or governmental authority having jurisdiction over civil aviation in the country of its registry.

All the exclusions and Special Conditions applicable to Section III- Personal Accident shall be applicable to this Section also.

The benefit applicable under this Section shall be in addition to the benefits applicable under Section III- Personal Accident

### **Section V - Daily Allowance in case of Hospitalization Coverage**

The Company will pay a daily allowance, in the event of hospitalisation of the Insured/ Insured Person beyond a specified number of days as mentioned in the Policy Schedule as deductible, for which a valid claim is admissible under the Policy whilst on trip abroad.

All the exclusions and Special Conditions applicable to Section I - Medical Expenses, inclusive of Repatriation and Emergency Medical Evacuation, shall be applicable to this Section also.

## **Section VI: Compassionate Visit**

### **Coverage**

In the event the Insured Person is hospitalized for more than seven (7) consecutive days for which a valid claim is admissible under Section I of this Policy and his/her medical condition forbids repatriation and no adult member of his/her immediate family is present, the Company / Service Provider after obtaining confirmation of need for a companion from the attending doctor, will provide:

- a) a return trip economy class air ticket, or first class railway ticket, to allow one family member, to be at his /her bedside for the duration of stay in the Hospital; and
- b) expenses towards stay of the family member during such compassionate visit.

It also provides for reimbursement of the cost of return fare for the Insured Person to visit his/her native place in India, in the unfortunate event of the immediate family member (spouse, dependent children, parents) being hospitalized for more than seven consecutive days in India or in the event of death of the immediate family member (spouse, dependent children or parents).

The Company's liability for round trip ticket and the expenses relating to this benefit shall in no case exceed the Sum Insured as specified in the Policy Schedule.

### **Exclusions**

All the exclusions and Special Conditions applicable to Section I - Medical Expenses, inclusive of Repatriation and Emergency Medical Evacuation shall be applicable to this Section also.

## **Section VII - Loss of passport and documents**

### **Coverage**

This Section provides that in the event the Passport belonging to the Insured Person is lost during a trip abroad, the Company will reimburse the actual expenses necessarily and reasonably incurred in connection with obtaining a duplicate or fresh passport but not exceeding the Sum Insured specified in the Policy Schedule.

This Section also provides for reimbursement of actual expenses necessarily and reasonably incurred in connection with obtaining/replacing the stolen travel documents/tickets and travelers cheques up to the limit of Sum Insured for this benefit, if such documents/tickets/ travelers cheques belonging to the Insured/ Insured Person be lost whilst on a trip.

The deductible in respect of this benefit will be applicable for each separate claim, and shall be of an amount as specified in the Policy Schedule.

### **Exclusions**

The Company shall not be liable to make any payment if the loss of passport is:

1. due to delay or confiscation or detention by the customs, police or public authorities.
2. due to theft unless it is reported to the police within 24 hours of the Insured/Insured Person becoming aware of the theft and a written police report being obtained in that regard.
3. due to its being left unattended or forgotten by the Insured/Insured Person in a public place or in a public transport.
4. Loss or theft of the passport from a private place or from a private vehicle, unless it was located in a locked hotel room, apartment or locked vehicle, and forcible and violent entry was used to gain access to it.
5. Any exclusion mentioned in the "General Exclusions" section of this Policy.

## **Section VIII - Total Loss of Checked-in Baggage**

### **Coverage**

The Company shall pay the compensation to the Insured/Insured Person for the total and complete loss of checked-in baggage caused by a common carrier on a trip covered under this Policy, upto the limits specified in the Policy Schedule. The cover is limited to the travel destinations specified in the main travel ticket from the Republic of India and return trip back to India along with all halts and via destinations included in the travel ticket.

In the event of such a total and complete loss of checked-in baggage whilst in the custody of an airline, a Property Irregularity Report (PIR) must be obtained from the airline immediately upon discovery of the loss which must be submitted along with the claim.

The deductible in respect of this benefit will be applicable for each and every claim separately and shall be of an amount as specified in the Policy Schedule.

### Exclusions

The Company shall not be liable to make any payment under this Section in respect of the following:

1. Valuables and money, all kinds of securities and tickets/passes or any other item not declared to, and agreed to by the Company.
2. Loss of property unless a Property Irregularity Report or other report usually issued by common carriers in the event of loss of checked-in baggage has been procured and submitted to the Company.
3. Any partial loss of the items contained within the checked-in baggage.
4. Items contained within the checked-in baggage, which are valued in excess of US\$ 100 without appropriate proof of ownership.
5. Losses arising from any delay, detention, confiscation by the customs officials or other public authorities.
6. Any checked-in baggage loss in the Republic of India.
7. Any exclusion mentioned in the "General Exclusions" section of this Policy.

### Special Conditions

1. The Company will compensate the Insured/Insured Person for the market value of the checked-in baggage in the event of total and complete loss of such checked-in baggage caused by a common carrier upto the limits specified in the Policy Schedule provided that:
  - a. Maximum amount payable per checked-in baggage, in case more than one bag has been checked-in, is 50% of the applicable Sum Insured. In case of only one bag being checked-in, the amount payable is 100% of the applicable Sum Insured.
  - b. Insured/Insured Person has provided all the documents, reports and other details concerning the loss.

For the purpose of this benefit, "market value" refers to the sum required to purchase new items of the same kind and quality (which are lost ) less an amount representing wear and tear, usage etc., at the time of loss.
2. If the Company makes any payment under this benefit, it is a condition that any recovery from any common carrier by the Insured/Insured Person, under the terms of the Convention for the Unification of Certain Rules Relating to International Carriage by Air, 1929 ("Warsaw Convention") shall become the property of the Company.
3. The amount payable in respect of any one article, pair or set is limited to the amount as specified in the Policy Schedule.
4. No partial loss or damage shall become payable. **However, total loss or damage of individual unit(s) of baggage shall not be construed as falling within this Special Condition.**
5. In the event that claims are submitted for total loss of checked-in baggage as well as temporary delay of checked-in baggage, the higher of the claims shall be payable by the Company in respect of the same item(s) of checked-in baggage during any one period of insurance

### Section IX - Delay of Checked-in Baggage

#### Coverage

The Company shall pay or reimburse to the Insured/ Insured Person for the delay in scheduled arrival of the checked-in baggage caused by a Common Carrier, on a trip up to the limits specified in the Policy Schedule.

The cover is limited to the travel destinations specified in the main travel ticket from the Republic of India and return trip back to India with all halts and via destinations included in the main travel ticket.

### **Exclusions**

The Company shall not be liable to make any payment under this benefit in connection with or in respect of any expenses whatsoever incurred by the Insured / Insured Person for:

1. Valuables and money, all kinds of securities and tickets/passes or any other item not declared to, and agreed to by the Company.
2. Loss of property unless a Property Irregularity Report or other report usually issued by common carriers in the event of loss of checked-in baggage has been procured and submitted to the Company.
3. Any partial loss of the items contained within the checked-in baggage.
4. Items contained within the checked-in baggage, which are valued in excess of US100 without appropriate proof of ownership.
5. Losses arising from any delay, detention, confiscation by the customs officials or other public authorities.
6. Loss due to complete/partial damage of the checked-in baggage.
7. Any checked-in baggage delay on the in-bound sector to the Republic of India.
8. Any exclusion mentioned in the "General Exclusions" section of this Policy.

### **Special Conditions**

1. The Company shall pay or reimburse costs of necessary emergency purchases of toiletries, medication and clothing in the event of the Insured/Insured Person suffering delay of his/her checked-in baggage while being transported during the trip, provided that:
  - a. The delay of checked-in baggage is more than certain number of hours specified in the Policy Schedule as deductible which is calculated from the actual arrival time of the common carrier at the destination and relates to delivery of baggage that has been checked-in by the common carrier.
  - b. Insured/ Insured Person provides the Company with written proof of delay from the common carrier.
  - c. Insured/ Insured Person provides the Company with the receipts for the necessary emergency purchase of toiletries, medication and clothing that he/she needed to buy.In the event that claims are submitted for total loss of checked-in baggage as well as temporary delay of checked-in baggage, the higher of the claims shall be payable by the Company in respect of the same item(s) of checked-in baggage during any one period of insurance.
2. If the Company makes any payment under this benefit, it is a condition that any recovery from any common carrier by the Insured/Insured Person, under the terms of the Convention for the Unification of Certain Rules Relating to International Carriage by Air, 1929 ("Warsaw Convention") shall become the property of the Company.

### **Section X - Trip Delay Coverage**

The Company shall reimburse the reasonable additional expenses incurred by the Insured, if his or her trip, covered by this Policy, is delayed beyond a specified number of hours, as mentioned in the Policy Schedule, from the scheduled time only on account of the following unforeseen reasons:

1. Unforeseen disease, illness or injury or death of the Insured/Insured Person or the travelling companion or the family member of the Insured. Disease, illness or injury must be so disabling as to reasonably cause a travel delay as supported by medical records and opinion acceptable to the Company.
2. Termination of employment or layoff affecting the Insured Person or the travelling companion of the Insured Person provided that the Insured Person or the travelling companion, as the case may be, have been employed with the employer for at least three continuous years.
3. Inclement weather conditions causing delay, with due authentication by a letter from the common carrier.
4. The place intended to be occupied by the Insured Person for purposes of stay during the trip or the destination being made uninhabitable by fire, flood, vandalism, burglary, or other such natural disaster.
5. The Insured being abducted or quarantined.

6. The Insured or a travelling companion being the victim of a felonious assault within 10 days prior to the departure date, except where the Insured/ Insured Person (including any member of their family) or the traveling companion (including any member of travelling companion's family) has been a principal or accessory in the commission of the felonious assault.
7. Delay by the common carrier.
8. Lost or stolen passport, travel documents or money.

The deductible in respect of this benefit will be applicable for each separate claim. It is the responsibility of the insured to produce necessary proofs establishing the reason for Trip Delay along with the receipts.

### **Exclusions**

This benefit does not cover any other loss other than those mentioned above under the head coverage, directly or indirectly, in whole or in part, including loss caused by or resulting from any exclusion mentioned in the 'General Exclusions' section of this Policy

### **Section XI -Trip Cancellation & Interruption**

#### **Coverage**

The Company shall compensate the Insured/ Insured Person , subject to limit of Sum Insured, if a trip is cancelled or interrupted due to any of the following reasons:

1. Unforeseen disease, illness, injury, or death of the Insured Person's family member. Disease, injury or illness must be so disabling as to reasonably cause a trip to be cancelled or interrupted as supported by medical records and opinion acceptable to the Company;
2. Termination of employment or layoff affecting the Insured/Insured Person or the travelling companion of the Insured Person, provided that the Insured Person or the travelling companion, as the case may be, have been employed with the employer for at least three continuous years;
3. Inclement weather conditions causing cancellation or interruption of the trip with due authentication by a letter from the common carrier;
4. The place intended to be occupied by the Insured Person for purposes of his or her stay during the trip or the destination being made uninhabitable by fire, flood, vandalism, burglary, or such natural disaster;
5. The Insured being abducted or quarantined;
6. The Insured/Insured Person or a travelling companion being the victim of a felonious assault within 10 days prior to the departure date, provided that the Insured Person (including any member of their family) or the travelling companion (including any member of travelling companion's family) is/are not principal or accessory in such felonious assault.

**Trip Cancellation Benefits:** The Company will pay this benefit up to Sum Insured as specified in the Policy Schedule for trips that are cancelled before the scheduled departure date due to the reasons mentioned above. The Company will reimburse for the forfeited, non-refundable prepaid payments, made prior to the Insured Person's departure date.

**Trip Interruption Benefits:** The Company will pay this benefit up to Sum Insured as specified in the Policy Schedule for trips that have been interrupted, due to the reasons mentioned above. The Company will reimburse for the forfeited, non-refundable prepaid payments, made prior to the Insured Person's departure date and additional cost of transportation expenses incurred by the Insured/Insured Person, (cost after adjusting the proceeds of canceling or preponing the already booked return ticket, if any), either

1. To return to the Republic of India; or
2. From the place that the Insured left the trip to the place that the Insured may rejoin the trip;
3. To reach the original trip destination if the Insured/ Insured Person is delayed, and leaves after the trip departure date.

However, the benefit payable under (2) and (3) will not exceed the cost of economy airfare by the most direct route, less any refunds paid or payable.

## **Exclusions**

The Company shall not be liable to make any payment under this benefit in connection with or in respect of the following:

1. Common carrier-caused delays, including an announced, organized sanctioned union labour strike that affects public transportation, unless the commencement of the period of insurance is prior to a date when the strike is foreseeable. A strike is foreseeable on the date the labour union members vote to approve a strike.
2. Travel arrangements cancelled or changed by an airline, cruise line, or tour operator, unless the cancellation is the result of inclement weather.
3. Changes in plans by the Insured, a family member, or travelling companion for any reason.
4. Adverse change in financial circumstances of the Insured/ Insured Person, any family member, or a travelling companion.
5. Any business or contractual obligations of the Insured/Insured Person, any family member, or a travelling companion, except for termination or layoff of employment of the Insured or the traveling companion of the Insured Person as defined above.
6. Default by the person, agency, or tour operator from whom the Insured / Insured Person bought this Policy and/or made travel arrangements.
7. Any government regulation or prohibition.
8. An event or circumstance, which occurs prior to the commencement of the period of insurance.
9. On account of a felonious assault, where the Insured, any family member of the Insured, the travelling companion or travelling companion's family member has been a principal or accessory in the assault committed.
10. Any exclusion mentioned in the 'General Exclusions' section of this Policy.

## **Section XII – Missed Connection**

### **Coverage**

If the confirmed onward connecting flight is missed at the transfer point due to the late arrival of the incoming confirmed connecting scheduled flight and no onward transportation is made available within 3 hours of actual arrival time of the incoming flight, the Company will provide for payment of allowance as specified in the Policy Schedule, towards transportation costs to join the trip (must be of the same class of original tickets purchased) together with

- expenses incurred in respect of reasonable hotel accommodation, restaurant meals or refreshments, if not provided by the carrier or other third party, subject to production of bills/receipts;
- non-refundable, unused portion of the pre-paid expenses as long as these expenses are supported by a proof of purchase and is not reimbursable by another source.

Such delay must be authenticated by the airline in writing

### **Exclusions**

This benefit does not cover any other loss other than those mentioned above under the head “coverage”, directly or indirectly, in whole or in part, including loss caused by or resulting from any exclusion mentioned in the 'General Exclusions' section of this Policy

## **Section XIII - Personal Liability**

### **Coverage**

The Company shall indemnify the Insured/ Insured Person towards legal liability of the Insured Person to a third party for an incident which results in accidental death, injury or damage to the health or property of such third party whilst on a trip abroad during the period of insurance covered by this Policy, up to the limits specified in the Policy Schedule. The incident leading to the legal liability of the Insured/Insured Person should have occurred during the period of insurance and whilst on a trip abroad covered by this Policy.

The deductible in respect of this benefit will be applicable for each and every claim separately, and shall be of an amount as specified in the Policy Schedule

## **Exclusions**

The Company shall not be liable to make any payment under this Section in respect of the following:

1. Any claim arising from Insured/Insured Person's personal contractual liability or through promises made by the Insured/Insured Person.
2. Any claim of personal liability of the Insured Person towards his/her family, relations and travelling companions, whether personal or official.
3. Any claim resulting from transmission of an illness or disease by the Insured Person.
4. Any claim for damage resulting from professional activities/sports involving the Insured/ Insured Person.
5. Any claim for liability, arising directly or indirectly, from or due to:
  - a. possession of animals, birds, reptiles, insects etc. and their by-products like skin, hair, feathers, horns, fur, ivory, bones, eggs, etc.
  - b. ownership or possession of vehicles, aircrafts, water crafts, or activities of the Insured/Insured Person involving parachuting, hand-gliding, hot air ballooning or use of fire arms.
  - c. Any wilful, negligent, malicious or unlawful act.
  - d. Insanity, the use of any alcohol/drugs (except as medically prescribed) or drug addiction.
  - e. Any supply of goods or services on the part of the Insured/Insured Person.
  - f. Any ownership or occupation of land or buildings other than the occupation of any temporary residence.
6. Any exclusion mentioned in the 'General Exclusions' section of this Policy.

## **Special Conditions**

1. The Company shall be responsible for contesting unjustified claims against the insured and providing indemnity for the damages, which the Insured/Insured Person has to pay. For indemnity to be provided against damages, the damages must be payable under an acceptance of liability given or approved by the Company or under a judicial decision rendered by a Court of Law.
2. If there is a legal action in process against the Insured/Insured Person over a personal liability issue, the Company may conduct the legal action, including appointment of legal counsel, at the Company's expense in the name of the Insured/Insured Person.
3. The Company will have the right, but in no case the obligation, to take over and conduct in the name of the insured/ insured person the defense of any claim and will have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the defence of any claim, the Company may relinquish the same.
4. In the event the Company, in its sole discretion, chooses to exercise its right in pursuance of this condition, no action taken by the Company in the exercise of such right will serve to modify or expand in any manner, what the Company's liability or obligations under this Policy would have otherwise been had it not exercised its rights under these Special Conditions.

## **Section XIV- Financial Emergency Assistance**

### **Coverage**

The Company shall pay the Insured/ Insured Person an amount not exceeding the Sum Insured as specified in the Policy Schedule in the event of a financial emergency arising due to theft, mugging, robbery, dacoity of funds of the insured/ Insured Person.

Such loss of travel funds is required to be reported to the Police having jurisdiction at the place of loss within 24 hours of the occurrence of the incident and a written report being obtained for the same. In case of loss of traveller's cheques the same needs to be immediately reported to the local branches or agents of the issuing authority.

Loss of travel funds as mentioned above shall be reported and claim be made immediately whilst on the tour attaching the above documents.

The deductible in respect of this benefit will be applicable for each and every claim separately and shall be of an amount as specified in the Policy Schedule.

## **Exclusions**

The Company shall not be liable to make any payment under this Section in respect of the following:

1. A shortage or loss of funds due to currency fluctuation, errors, omissions, exchange loss or depreciation in value.
2. Any loss not reported to the Police having jurisdiction at the place of loss within 24 hours of the occurrence of the incident and a written report being obtained for the same.
3. Any claim in respect of a loss of traveller's cheques not immediately reported to the local branches or agents of the issuing authority.
4. Loss of funds not kept in the personal custody of the Insured.
5. Any claim made after arrival of the Insured Person back to the Republic of India.
6. Any exclusion mentioned in the 'General Exclusions' section of the Policy.

## **Section XV - Hijack Distress Allowance**

### **Coverage**

This Section provides for payment of an allowance in the event of hijack of a common carrier in which the Insured/ Insured Person is traveling on a trip covered under this Policy as specified in the Policy Schedule. The deductible in respect of this benefit will be applicable for each and every claim separately and shall be of the number of hours the common carrier has been under hijack, as specified in the Policy Schedule.

### **Exclusions**

The Company shall not be liable to make any payment under this benefit in respect of the following:

1. Any incident where the Insured/Insured Person is suspected to be either principal or an accessory in the hijacking.
2. Any claim as a consequence of a change in the regular routes of travel/journey of the common carrier due to traffic, weather, fuel shortage, technical snag or security reasons.
3. Any exclusion mentioned in the 'General Exclusions' section of this Policy.

## **Section XVI - Home Fire Insurance (Contents)**

### **Coverage**

This Section provides for indemnity, against any loss, destruction or damage to the contents of the Insured Person's home in India caused by any of the fire and related perils specified hereunder whilst the Insured Person is on a trip abroad covered by the Policy.

#### **I. Fire**

Excluding destruction or damage caused to the property insured by

- (a) (i) Its own fermentation, natural heating or spontaneous combustion  
(ii) Its undergoing any heating or drying process.
- (b) Burning of property insured by order of any Public Authority.

#### **II. Lightning**

#### **III. Explosion/ Implosion**

Excluding destruction or damage caused to the boilers (other than domestic boilers), economisers or other vessels in which steam is generated, machinery or apparatus subject to centrifugal force by its own explosion/implosion.

#### **IV. Aircraft Damage**

Destruction or damage caused by Aircraft, other aerial or space devices and articles dropped therefrom excluding those caused by pressure waves.

#### **V. Riot, Strike, Malicious Damage**

Loss of or visible physical damage or destruction by external violent means directly caused to the property insured but excluding those caused by:

- (a) Total or partial cessation of work or the retarding or interruption or cessation of any process or operations or omissions of any kind;
- (b) Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted authority;
- (c) Permanent or temporary dispossession of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same;
- (d) Burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance or public peace) in any malicious act.

#### **Terrorism Damage Exclusion Warranty**

Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force of violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

The warranty also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the Insured/Insured Person.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect

#### **VI. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation (STFI)**

#### **VII. Impact Damage**

Impact by any Rail/Road vehicle or animal by direct contact not belonging to or owned by

- (a) The Insured/Insured Person or any occupier of the premises or
- (b) Their employees while acting in the course of their employment.

#### **VIII. Subsidence and Landslide including Rock Slide**

Destruction or damage caused by Subsidence of part of the site on which the property stands or Land slide/Rock slide excluding:

- (a) The normal cracking, settlement or bedding down of new structures
- (b) The settlement or movement of made up ground
- (c) Coastal or river erosion
- (d) Defective design or workmanship or use of defective materials
- (e) Demolition, construction, structural alterations or repair of any property or groundworks or excavations.

#### **IX. Bursting and/or overflowing of Water Tanks, Apparatus and Pipes**

#### **X. Missile Testing operations**

#### **XI. Leakage from Automatic Sprinkler Installations**

Excluding destruction or damage caused by

- (a) Repairs or alterations to the buildings or premises
- (b) Repairs, Removal or Extension of the Sprinkler Installation
- (c) Defects in construction known to the Insured/Insured Person.

## **XII. Bush Fire**

Excluding destruction or damage caused by Forest Fire.

PROVIDED that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total Sum Insured hereby or such other sum or sums as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Company.

## **Exclusions**

This Section of the Policy does not cover

1. Loss, destruction or damage caused by war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
2. Loss, destruction or damage directly or indirectly caused to the property insured by
  - (a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - (b) The radioactive toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
3. Loss, destruction or damage caused to the insured property by pollution or contamination excluding
  - (a) Pollution or contamination which itself results from a peril hereby insured against;
  - (b) Any peril hereby insured against which itself results from pollution or contamination.
4. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art for an amount exceeding Rs.10000/-, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer systems records, explosives unless otherwise expressly stated in the Policy.
5. Loss, destruction or damage to the stocks in Cold Storage premises caused by change of temperature.
6. Loss, destruction or damage to any electrical and/or electronic machine, apparatus, fixture or fitting (excluding fans and electrical wiring in dwellings) arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self-heating, or leakage of electricity, from whatever cause (lightning included).
7. Expenses necessarily incurred on
  - (i) Architects, Surveyors and Consulting Engineer's Fees and
  - (ii) Debris Removal by the Insured/Insured Person
 following a loss, destruction or damage to the property insured by an insured peril in excess of 3% and 1% of the claim amount respectively.
8. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
9. Loss or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the perils covered.
10. Loss by theft during or after the occurrence of any insured peril except as provided under Riot, Strike and Malicious Damage cover.
11. Any Loss or damage occasioned by or through or in consequence directly or indirectly due to earthquake, volcanic eruption or other convulsions of nature.
12. Loss or damage to property insured if removed to any building or place other than in which it is herein stated to be insured, except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days
13. Any exclusion mentioned in the 'General Exclusions' section of this Policy.

## **Special Conditions**

1. This benefit does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Policy, be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.
2. All insurances under this Policy shall cease on expiry of seven days from the date of fall or displacement of any building or part thereof or of the whole or any part of any range of buildings or of any structure of which such building forms part

PROVIDED such a fall or displacement is not caused by insured perils, loss or damage by which is covered by this Policy or would be covered if such building, range of buildings or structure were insured under this Policy.

Notwithstanding the above, the Company subject to an express notice being given as soon as possible but not later than seven days of any such fall or displacement may agree to continue the insurance subject to revised rates, terms and conditions as may be decided by it and confirmed in writing to this effect.

3. If the interest in the property passes from the Insured otherwise than by will or operation of law, the insurance shall cease to attach as regards the property affected unless the Insured shall have before the occurrence of any loss or damage, obtained the sanction of the Company signified by endorsement upon the Policy by or on behalf of the Company
4. (i) On the happening of any loss or damage the Insured/Insured Person shall forthwith give notice thereof to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company
  - (a) A claim in writing for the loss or damage containing as particular an account as may be reasonably practicable of all the several articles or items or property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage not including profit of any kind.
  - (b) Particulars of all other insurance, if any.

The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specification, books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/external), proofs and information with respect to the claim and the origin and cause of the loss and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claim under this Policy shall be payable unless the terms of this condition have been complied with.

- (ii) In no case whatsoever shall the Company be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
5. On the happening of loss or damage to any of the property insured by this Policy, the Company may
    - (a) Enter and take and keep possession of the building or premises where the loss or damage has happened;
    - (b) Take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage;
    - (c) Keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same;

(d) Sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the Insured/Insured Person that he makes no claim under the Policy, or if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured/Insured Person or diminish its rights to rely upon any of the conditions of this policy in answer to any claim.

If the Insured/Insured Person or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company, in the exercise of its powers hereunder, all benefits under this policy shall be forfeited.

The Insured/Insured Person shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

6. If the Company at its option, reinstates or replaces the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or join with any other company or insurer(s) in so doing, the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage nor more than the Sum Insured by the Company thereon. If the Company so elects to reinstate or replace any property the Insured/Insured Person shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require, and no acts done, or caused to be done, by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

If in any case the Company shall be unable to reinstate or repair the property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets or the construction of buildings or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

7. If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby insured against be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a ratable proportion of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this condition.
8. If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by the Insured/Insured Person or by any other person or persons covering the same property, this Company shall not be liable to pay or contribute more than its ratable proportion of such loss or damage.
9. The Insured Person shall at the expense of the Company do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.
10. At all times during the period of insurance of this Policy the insurance cover will be maintained to the full extent of the respective sum insured in consideration of which upon the settlement of any loss under

this Policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of period of insurance for the amount of such loss shall be payable by the Insured to the Company.

The additional premium referred above shall be deducted from the net claim amount payable under the Policy. This continuous cover to the full extent will be available notwithstanding any previous loss for which the Company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such loss.

Notwithstanding what is stated above, the Sum Insured shall stand reduced by the amount of loss in case the Insured immediately on occurrence of the loss exercises his option not to reinstate the sum insured as above.

## **Section XVII - Home Burglary Insurance (Contents)**

### **Coverage**

This Section provides for indemnity, against any loss, destruction or damage to the contents of the Insured Persons's home in India caused by burglary and/or housebreaking specified hereunder whilst the Insured Person is on a trip abroad covered by the Policy.

The maximum amount payable under this Section as indemnity is limited to the Sum Insured as specified in the Policy Schedule in any one period of insurance irrespective of the number of such incidents or occurrences arising out of such incidents.

Jewellery will be covered under this benefit as part of contents up to 20% of the Sum Insured as specified in the Policy Schedule or actuals whichever is less.

### **Exclusions**

The Company shall not be liable to make any payment under this Policy for:

1. Loss or damage caused by the Insured/Insured Person's and/or Insured/Insured Person's employee(s) or agents and / or Insured/Insured Person's family member's direct or indirect involvement in the actual or attempted burglary;
2. Any loss or damage to, or on account of loss of, livestock, motor vehicles, pedal cycles, money, securities for money, stamp, bullion, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, business books, manuscripts, documents of any kind, ATM debit or credit cards, precious stones that are not part of jewellery or ornaments, gold bullion (unless previously specifically declared to, and accepted by, the Company in writing
3. Loss or damage to any property/item illegally acquired, kept, stored or property subject to forfeiture in any manner whatsoever.
4. Loss or damage which is recoverable under Fire or Plate Glass Insurance Policy or any other policy.
5. Loss or damage 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.
6. Consequential loss or legal liability of any kind.
7. Loss of money and/or other property abstracted from safe following the use of the key to the said safe or any duplicate thereof belonging to the Insured Person, unless such key has been obtained by assault or violence or any threat thereof.
8. Loss of or damage to any property insured under this policy due to any misfeasance, malfeasance or nonfeasance or breach of trust in relation thereto by the Insured.

### **Terrorism Damage Exclusion Warranty**

Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force of violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

The warranty also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the Insured/Insured Person.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect

9. Any exclusion mentioned in the 'General Exclusions' section of this Policy.

### **Section XVIII - Loss of Deposit or Cancellation (Hotel & Airline)**

#### **Coverage**

This Section provides that in the event of necessary and unavoidable cancellation of Hotel and Airline booking arrangement which is beyond the control of the Insured/Insured Person after this insurance has been effected, the Company will compensate the Insured/Insured Person against the loss of irrevocable deposits or charges paid in advance or contracted to be paid.

The Company will reimburse for the forfeited, non-refundable prepaid payments, made prior to the Insured/Insured Person's departure date after adjusting the proceeds of canceling or preponing of the arrangement, if any

#### **Exclusions**

The Company shall not be liable to make any payment under this Policy for:

1. Common carrier-caused delays, including an announced, organized sanctioned union labour strike that affects public transportation, unless the commencement of the period of insurance is prior to a date when the strike is foreseeable. A strike is foreseeable on the date the labour union members vote to approve a strike.
2. Travel arrangements cancelled or changed by an airline, cruise line, or tour operator, unless the cancellation is the result of inclement weather.
3. Changes in plans by the Insured/Insured Person, an immediate family member, or travelling companion for any reason.
4. Adverse change in financial circumstances of the Insured/ Insured Person, any family member, or a traveling companion.
5. Any business or contractual obligations of the Insured/Insured Person, any family member, or a traveling companion, except for termination or layoff of employment of the Insured/Insured Person or the traveling companion of the Insured as defined above.
6. Default by the person, agency, or tour operator from whom the Insured / Insured Person bought this Policy and/or made travel arrangements.
7. Any government regulation or prohibition.
8. An event or circumstance, which occurs prior to the commencement of the period of insurance.
9. On account of a felonious assault, where the Insured/Insured Person, any family member of the Insured/Insured Person, the traveling companion or traveling companion's family member has been a principal or accessory in the assault committed
10. Any exclusion mentioned in the 'General Exclusions' section of this Policy

### **Section XIX - Overbooked Flight**

#### **Coverage**

If the Insured/Insured Person is denied boarding of an aircraft on a commercial scheduled flight due to over-booking, and no alternative transportation is made available within 12 hours of the scheduled departure time of such flight, the Company will indemnify the Insured/Insured Person for expenses incurred, by evidence of bills/receipts in respect of hotel accommodation if not provided by the Carrier or any other third party and purchase of a new ticket, less refund, if any, obtained from the Carrier, subject to the Sum Insured specified against this Section in the Schedule to the Policy.. The over-booked flight details to be obtained by the Insured/Insured Person must be verified in writing by the operators of the airline or their handling agents.

#### **Exclusions**

This benefit does not cover any other loss other than those mentioned above under the head “coverage”, directly or indirectly, in whole or in part, including loss caused by or resulting from any exclusion mentioned in the 'General Exclusions' section of this Policy.

#### **Section XX - Bail Bond**

##### **Coverage**

The Company shall provide the payment of bail amount to the appropriate authority/court on behalf of the Insured/ Insured Person if the Insured/ Insured Person is arrested or detained by Police or Judicial authorities, for any bailable offence whilst on a trip abroad covered by this Policy upto the limits specified in the Policy Schedule.

The deductible in respect of this benefit will be applicable for each and every claim separately, and shall be of an amount as specified in the Policy Schedule.

#### **Exclusions**

The Company shall not be liable to make any payment under this benefit in connection with or in respect of any expenses whatsoever incurred by the Insured/ Insured Person for:

1. All non-bailable offences as per the local law of the country in which the incident has taken place whilst the Insured is on a trip abroad
2. Any exclusion mentioned in the “General Exclusions” section of this Policy

#### **Special Conditions**

The Company will pay or arrange to pay through Emergency Assistance Service Provider to the Judicial Authority / Court directly on behalf of the Insured/Insured Person, the bail amount. This benefit would be for bailable offences only. The Insured shall appear in the Court on the date specified by the Court for trial and judgment. If the bail bond is forfeited due to the misconduct or negligence or any wrongful act of the Insured/Insured Person or otherwise for breach of the terms of such bail bond, then the amount of the bail bond will require to be repaid by the Insured to the Company within 1 month after the bail bond is forfeited and if the Company so deems necessary (whether on expiry of such 1 month or otherwise), the Insured will be liable to repay the bail amount together with interest thereon at 10% p.a. from the date of payment by the Company to the Court until receipt thereof from the Insured/ Insured Person, and all costs reasonably incurred by the Company in such behalf.

In case of death of the Insured Person, at the first instance, the immediate family member, and in case, where there is no immediate family member, the Insured Sponsor, if any, will be liable to produce the death certificate or the necessary documents, as per the local law, in the Court within 1 month (of such death) for the release of the bail amount to Emergency Service Provider. In case the Insured fails to do so, it is hereby agreed that the Company would have full right and authority to recover the bail amount from the Insured.

The amount will be refunded to the Company or Emergency Assistance Service Provider by the Court with which it was deposited as soon as the Court releases the bail amount with which the deposit was made. In no case the amount will be paid out to the Insured/Insured Person.

In the event the Court releases the bail amount to the Company/Emergency Assistance Service Provider and the bail amount has already been recovered from the estate of the Insured, it shall be paid back to the Insured's legal heir.

The judgment shall have no bearing on the refund of the deposit to the Company or Emergency Assistance Service Provider. If the Court imposes any penalty or fine on the Insured/Insured Person at the time of interim order or final judgment, then in that case the Insured Person will not be at the liberty to get the fine deducted or adjusted from the bail amount which was deposited by the Company or Emergency Assistance Service Provider.

### **Section XXI -Legal Expenses**

#### **Coverage**

The Company shall pay the legal costs and expenses incurred by the Insured/ Insured Person or the legal representative of the Insured Person, as the case may be, towards claims for from third parties for compensation for accidental death or disablement arising due to an injury whilst on a trip abroad up to the limits specified in the Policy Schedule.

The benefit under the Section is limited to the Sum Insured as specified in the Schedule to the Policy.

#### **Exclusions**

1. All the exclusions applicable to the Section III and IV- Personal Accident section and the Accidental Death and Permanent Total Disablement - Common Carrier will also be applicable to this Section in so far as the accidental death or disablement is concerned.
2. All exclusions mentioned in the 'General Exclusions' section of this Policy shall also apply to this Section

### **Section XXII- Pet Care**

#### **Coverage**

This Section provides for payment of medical expenses including fees for the Veterinary Doctor's fees towards the medical care and treatment of the pet animal (limited to three either cats or dogs) of the Insured Person arising due to an injury sustained whilst under the care of a friend, relative, house servant, other family members of the house or a Professional Carrier in India during the Insured Person's trip abroad, covered under this Policy.

The benefit under the Section is limited to the Sum Insured as specified in the Schedule to the Policy

#### **Exclusion**

This benefit does not cover any other loss other than those mentioned above under the head "coverage", directly or indirectly, in whole or in part, including loss caused by or resulting from any exclusion mentioned in the 'General Exclusions' section of this Policy

### **Section XXIII - Emergency Accommodation**

#### **Coverage**

This Section provides for payment of compensation for the additional cost of emergency accommodation if the Insured Person could not stay in the accommodation originally booked due to fire, flood, earthquake, storm, hurricane, explosion, outbreak of major infectious diseases.

#### **Exclusion**

This benefit does not cover any other loss other than those mentioned above under the head "coverage", directly or indirectly, in whole or in part, including loss caused by or resulting from any exclusion mentioned in the 'General Exclusions' section of this Policy.

### **Section XXIV - Alternate Employee Expenses**

#### **Coverage**

This Section provides for reimbursement of cost of economy return fare incurred by the Insured towards sending an alternate employee for an uncompleted assignment abroad, in case the original employee of the Insured who has been sent on an assignment abroad and covered under this Policy, has to be transported

back/repatriated to his place in India, due to illness, injury or in the event of his/her unfortunate accidental death arising due to an injury whilst abroad.

### **Exclusion**

All the exclusions and Special Conditions applicable to the Personal Accident section shall be applicable to this Section also as far as the accidental death due to injury of the original employee is concerned who is covered under the Policy as the Insured Person.

### **Section XXV - Business Equipment**

#### **Coverage**

This Section provides indemnity to the Insured/Insured Person for the physical loss or damage to **Laptop**, carried under personal baggage on a trip abroad , due to any cause other than those excluded.

#### **Special Exclusions**

- a) The Excess stated in the Schedule to be borne by the Insured in any one occurrence. If, however, more than one property is lost or damaged in any one occurrence then the Insured shall not be called upon to bear more than the highest single excess applicable to such properties.
- b) Loss or damage caused by any defects existing at the time of commencement of the present insurance within the knowledge of the Insured/Insured Person, whether such defects were known to the Company or not.
- c) Loss or damage as a direct consequence of wear and tear or of gradual deterioration due to atmospheric conditions.
- d) Any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable loss of or damage to the insured properties.
- e) Any costs incurred in connection with the maintenance of the insured properties, such exclusion also applying to parts exchanged in the course of such maintenance operations.
- f) Loss or damage for which the manufacturer or supplier of the insured properties is responsible either by law or under contract.
- g) Loss of or damage to rented or hired property for which the owner is responsible either by law or under lease and/ or maintenance agreement.
- h) Consequential loss or liability of any kind or description.
- i) Loss of or damage to bulbs, ribbons, fuses, seals, belts, wires, chains, rubber belts, exchangeable parts, engraved cylinders, objects made of glass, porcelain or ceramics, sieves of fabrics, or any operating media (e.g. lubricating oil, fuel, chemicals).
- j) Aesthetic defects, such as scratches on painted polished or enamelled surfaces.

In respect of the parts mentioned under (i) and (j) above, the Company shall be liable to provide compensation in the event such parts are affected by an indemnifiable loss of or damage to the insured properties.

- k) Wilful misconduct/ negligence on the part of the Insured/Insured Person.
- l) Theft from car except from car of fully enclosed saloon type having all the doors, windows and other openings securely locked.
- m) Loss/damage while kept in a secure hotel room unless forcible entry was used to gain access to it.
- n) Loss/damage not reported to Police within 24 hours of the discovery of loss and a report obtained.
- o) Loss/damage due to confiscation or detention by Customs or any other public authority.
- p) Loss/damage while left unattended at a public place or in a public conveyance.
- q) Loss/damage while sent under contract of affreightment.

### **PORTABILITY**

Insured(s) have an option to migrate to other plan under similar travel insurance policy at the time of renewal (in case of Annual policies), provided the:

- a) previous policies have been maintained without any break
- b) policy holder shall apply at least 45 days prior to the policy renewal date of his/ her existing policy in

prescribed format which can be collected on request

**GENERAL EXCLUSIONS (APPLICABLE TO ALL BENEFITS UNDER THE POLICY):**

In addition to the exclusions that are applicable for the specific sections of the Policy as mentioned above in this Policy, the following exclusions apply to benefits under all Sections of the Policy

Without prejudice to anything contained in this Policy, the Company shall not be liable to make any payment in respect of, unless specifically stated otherwise in the Schedule to the Policy:

1. Any claim relating to events occurring before the commencement of the cover or otherwise outside of the period of insurance.
2. Treatment abroad if that is the sole reason or one of the reasons for the Insured/Insured Person's temporary stay abroad
3. Any claim if the Insured Person –
  - a. Is travelling against the advice of a Medical Practitioner;
  - b. Is receiving, or is on a waiting list to receive, specified medical treatment declared in the Medical Practitioner's report or certificate;
  - c. Has received terminal prognosis for a medical condition;
  - d. Is taking part in a naval, military or air force operation.
4. Deductibles as specified in the Policy Schedule.
5. Any claim arising out of mental disorder, anxiety, stress, depression, venereal disease or any loss, directly or indirectly, attributable to HIV (Human Immuno Deficiency Virus) and/or any HIV related illness including AIDS (Acquired Immuno Deficiency Syndrome) and/or any mutant derivative or variations thereof howsoever caused.
6. Congenital internal or external diseases, defects or anomalies, genetic disorders
7. Diseases, illness and accidents that are results of war and warlike occurrence or invasion, acts of foreign enemies, hostilities, civil war, rebellion, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, active participation in riots, confiscation or nationalisation or requisition of or destruction of or damage to property by or under the order of any government or local authority.
8. Any claim resulting or arising from or any consequential loss, directly or indirectly, caused by or contributed to or arising from:
  - a. Ionizing 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.
9. Any claim arising out of sporting activities in so far as they involve the training or participation in competitions of professional or semi-professional sports persons, unless declared beforehand and necessary additional premium paid
10. Medical Expenses in respect of Experimental, investigational or unproven treatments or treatments which are not consistent with or incidental to the diagnosis and treatment of the positive existence or presence of any Illness for which confinement is required at a Hospital. Any Illness or treatment which is a result or a consequence of undergoing such experimental or unproven treatment
11. Any claim arising out of diseases, illnesses or accidents that the Insured/Insured Person has caused intentionally or by committing a crime or as a result of drunkenness or addiction (drugs, alcohol). However, treatment of mental and nervous disorders, including alcohol and drug dependency, will be covered subject to the limits specified in the Policy Schedule, if specifically agreed for and mentioned in the Policy Schedule. The payment for such medical expenses shall be limited to inpatient hospitalization in a Hospital/Nursing Home for a period more than 24 hours.
12. Any claim arising out of any act of terrorism which means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government

and/or to put the public, or any section of the public, in fear. This shall not apply in respect of **Section XV- Hijack Distress Allowance.**

13. Naturopathy treatment

14. Non Allopathic treatment e.g. - Ayurvedic, Yogic, Homeopathic, Unani treatment(s)

#### LIST OF EXCLUDED EXPENSES IN HOSPITALIZATION

Notwithstanding anything contained in the Policy, the Company shall not be liable to pay the expenses incurred under "excluded" or "non medical" expenses as mentioned in the table below

SNO	List of Expenses Generally Excluded ("Non-Medical") in Hospital Indemnity Policy	SUGGESTIONS
<b>TOILETRIES/COSMETICS/ PERSONAL COMFORT OR CONVENIENCE ITEMS</b>		
1	Hair removal cream	Not Payable
2	Baby charges (unless specified/indicated)	Not Payable
3	Baby food	Not Payable
4	Baby utilities charges	Not Payable
5	Baby set	Not Payable
6	Baby bottles	Not Payable
7	Brush	Not Payable
8	Cosy towel	Not Payable
9	Hand wash	Not Payable
10	Moisuriser paste brush	Not Payable
11	Powder	Not Payable
12	Razor	Payable
13	Shoe cover	Not Payable
14	Beauty services	Not Payable
15	Belts/ braces	Payable in respect of surgery related to thoracic or lumbar spine
16	Buds	Not Payable
17	Barber charges	Not Payable
18	Caps	Not Payable
19	Cold pack/hot pack	Not Payable
20	Carry bags	Not Payable
21	Cradle charges	Not Payable
22	Comb	Not Payable
23	Disposables razors charges (for site preparations)	Payable
24	Eau-de-cologne / room fresheners	Not Payable
25	Eye pad	Not Payable
26	Eye sheild	Not Payable
27	Email / internet charges	Not Payable
28	Food charges (other than patient's diet provided by hospital)	Not Payable
29	Foot cover	Not Payable
30	Gown	Not Payable
31	Leggings	Payable in respect of bariatric and varicose vein surgery
32	Laundry charges	Not Payable
33	Mineral water	Not Payable
34	Oil charges	Not Payable
35	Sanitary pad	Not Payable
36	Slippers	Not Payable
37	Telephone charges	Not Payable
38	Tissue paper	Not Payable
39	Tooth paste	Not Payable
40	Tooth brush	Not Payable
41	Guest services	Not Payable
42	Bed pan	Not Payable

43	Bed under pad charges	Not Payable
44	Camera cover	Not Payable
45	Cliniplast	Not Payable
46	Crepe bandage	Not Payable
47	Curapore	Not Payable
48	Diaper of any type	Not Payable
49	DVD, CD charges	Not Payable (However if CD is specifically sought by Insurer/TPA/Emergency Assistance Service Provider then payable)
50	Eyelet collar	Not Payable
51	Face mask	Not Payable
52	Flexi mask	Not Payable
53	Gause soft	Not Payable
54	Gauze	Not Payable
55	Hand holder	Not Payable
56	Hansaplast /adhesive bandages	Not Payable
57	Infant food	Not Payable
58	Slings	Reasonable costs for one sling in case of upper arm fractures is payable
59	Weight control programs/ supplies/ services	Excluded, unless specifically covered
<b>ITEMS SPECIFICALLY EXCLUDED IN THE POLICIES</b>		
60	Cost of spectacles/ contact lenses/ hearing aids etc.	Excluded, unless specifically covered
61	Dental treatment expenses that do not require hospitalisation	Excluded, unless specifically covered
62	Hormone replacement therapy	Excluded, unless specifically covered
63	Home visit charges	Excluded, unless specifically covered
64	Infertility/ sub fertility/ assisted conception procedure	Excluded, unless specifically covered
65	Obesity (including morbid obesity) treatment if excluded in policy	Excluded, unless specifically covered
66	Psychiatric & psychosomatic disorders	Excluded, unless specifically covered
67	Corrective surgery for refractive error	Excluded, unless specifically covered
68	Treatment of sexually transmitted diseases	Excluded, unless specifically covered
69	Donor screening charges	Excluded, unless specifically covered
70	Admission/registration charges	Excluded, unless specifically covered
71	Hospitalization for evaluation/ diagnostic purpose	Excluded, unless specifically covered
72	Expenses for investigation/ treatment irrelevant to the disease for which admitted or diagnosed	Not Payable - Excluded, unless specified
73	Any expenses when the patient is diagnosed with retro virus + or suffering from HIV/ AIDS etc is detected/ directly or indirectly	Not payable
74	Stem cell implantation/ surgery and storage	Not Payable
<b>ITEMS WHICH FORM PART OF HOSPITAL SERVICES WHERE SEPARATE CONSUMABLES ARE NOT PAYABLE BUT THE SERVICE IS</b>		
75	Ward and theatre booking charges	Payable under OT Charges, not payable separately
76	Arthroscopy & endoscopy instruments	Rental charged by the hospital payable. Purchase of Instruments not payable.
77	Microscope cover	Payable under OT Charges, Not payable as separate head
78	Surgical blades, harmonic scalpel, shaver	Payable under OT Charges, Not payable as separate head
79	Surgical drill	Payable under OT Charges, Not payable as separate head
80	Eye kit	Payable under OT Charges, Not payable as separate head
81	Eye drape	Payable under OT Charges, Not payable as separate head

82	X-ray film	Payable under Radiology Charges, Not payable as separate head
83	Sputum cup	Payable under Investigation Charges, Not payable as separate head
84	Boyles apparatus charges	Payable under OT Charges, Not payable as separate head
85	Blood grouping and cross matching of donors samples	Payable under Cost of Blood Charges, Not payable as separate head
86	Antiseptic or disinfectant lotions	Payable under Dressing Charges, Not payable as separate head
87	Band aids, bandages, sterile injections, needles, syringes	Payable under Dressing Charges, Not payable as separate head
88	Cotton	Payable under Dressing Charges, Not payable as separate head
89	Cotton bandage	Payable under Dressing Charges, Not payable as separate head
90	Micropore/ surgical tape	Payable under Dressing Charges, Not payable as separate head
91	Blade	Not Payable
92	Apron	Payable under OT/ ICU Charges, Not payable as separate head
93	Torniquet	Not Payable
94	Orthobundle, gynaec bundle	Payable under Dressing Charges, Not payable as separate head
95	Urine container	Not Payable
<b>ELEMENTS OF ROOM CHARGE</b>		
96	Luxury tax	Actual tax levied by government is payable Part of room charge for sub limits
97	HVAC	Payable under Room Charges, Not payable as separate head
98	Housekeeping charges	Payable under Room Charges, Not payable as separate head
99	Service charges where nursing charge also charged	Payable under Room Charges, Not payable as separate head
100	Television & air conditioner charges	Payable under Room Charges, Not payable as separate head
101	Surcharges	Payable under Room Charges, Not payable as separate head
102	Attendant charges	Payable under Room Charges, Not payable as separate head
103	IM IV injection charges	Payable under Nursing Charges, Not payable as separate head
104	Clean sheet	Payable under Laundry/Housekeeping Charges, Not payable as separate head
105	Extra diet of patient(other than that which forms part of bed charge)	Payable
106	Blanket/warmer blanket	Payable under Room Charges, Not payable as separate head
<b>ADMINISTRATIVE OR NON-MEDICAL CHARGES</b>		
107	Admission kit	Not Payable
108	Birth certificate	Not Payable
109	Blood reservation charges and ante natal booking charges	Not Payable
110	Certificate charges	Not Payable
111	Courier charges	Not Payable
112	Convenyance charges	Not Payable
113	Diabetic chart charges	Not Payable
114	Documentation charges / administrative expenses	Not Payable

115	Discharge procedure charges	Not Payable
116	Daily chart charges	Not Payable
117	Entrance pass / visitors pass charges	Not Payable
118	Expenses related to prescription on discharge	To be claimed by patient under Post Hosp where admissible
119	File opening charges	Not Payable
120	Incidental expenses / misc. Charges (not explained)	Not Payable
121	Medical certificate	Not Payable
122	Maintenance charges	Not Payable
123	Medical records	Not Payable
124	Preparation charges	Not Payable
125	Photocopies charges	Not Payable
126	Patient identification band / name tag	Not Payable
127	Washing charges	Not Payable
128	Medicine box	Not Payable
129	Mortuary charges	Payable upto 24 hrs, shifting charges not payable
130	Medico legal case charges (MLC charges)	Not Payable
<b>EXTERNAL DURABLE DEVICES</b>		
131	Walking aids charges	Not Payable
132	BIPAP machine	Not Payable
133	Commode	Not Payable
134	CPAP / CAPD equipments	Device not payable
135	Infusion pump - cost	Device not payable
136	Oxygen cylinder (for usage outside the hospital)	Not Payable
137	Pulseoxymeter charges	Device not payable
138	Spacer	Not Payable
139	Spirometre	Device not payable
140	Sp O2 probe	Not Payable
141	Nebulizer kit	Not Payable
142	Steam inhaler	Not Payable
143	Armsling	Not Payable
144	Thermometer	Not Payable (paid by patient)
145	Cervical collar	Not Payable
146	Splint	Not Payable
147	Diabetic foot wear	Not Payable
148	Knee braces ( long/ short/ hinged)	Not Payable
149	Knee immobilizer/shoulder immobilizer	Not Payable
150	Lumbosacral belt	Payable in respect of surgery related to lumbar spine
151	Nimbus bed or water or air bed charges	Payable in respect of patients requiring more than 3 days in ICU and patients with paraplegia / quadriplegia for any reason and subject to limit of approximately USD 5/ day
152	Ambulance collar	Not Payable
153	Ambulance equipment	Not Payable
154	Microsheild	Not Payable
155	Abdominal binder	Payable in respect of major abdominal surgery including TAH, LSCS, incisional hernia repair, exploratory laparotomy for intestinal obstruction, liver transplant etc.
<b>ITEMS PAYABLE IF SUPPORTED BY A PRESCRIPTION</b>		
156	Betadine\ hydrogen peroxide\ spirit\ disinfectants etc	Payable if prescribed by Medical Practitioner
157	Private nurses charges- special nursing charges	Not Payable
158	Nutrition planning charges - dietician charges diet charges	Payable
159	Sugar free tablets	Payable
160	Creams, Powders, Lotions (Toiletries are not payable, only	Payable if prescribed by Medical Practitioner

	prescribed medical pharmaceuticals payable)	
161	Digestion gels	Payable if prescribed by Medical Practitioner
162	ECG electrodes	Upto 5 electrodes are required for every case visiting OT or ICU. For longer stay in ICU, may require a change and at least one set every second day must be payable.
163	Gloves	Sterilized Gloves payable / unsterilized gloves not payable
164	HIV kit	Payable - payable Pre operative screening
165	Listerine/ antiseptic mouthwash	Payable if prescribed by Medical Practitioner
166	Lozenges	Payable if prescribed by Medical Practitioner
167	Mouth paint	Payable if prescribed by Medical Practitioner
168	Nebulisation kit	Payable
169	Novarapid	Payable if prescribed by Medical Practitioner
170	Volini gel/ analgesic gel	Payable if prescribed by Medical Practitioner
171	Zytee gel	Payable if prescribed by Medical Practitioner
172	Vaccination charges	Routine Vaccination not Payable / Post Bite Vaccination Payable
<b>PART OF HOSPITAL'S OWN COSTS AND NOT PAYABLE</b>		
173	AHD	Payable under Hospital's internal Charges, Not payable as separate head
174	Alcohol swabes	Payable under Hospital's internal Charges, Not payable as separate head
175	Scrub solution/sterillium	Payable under Hospital's internal Charges, Not payable as separate head
<b>OTHERS</b>		
176	Vaccine charges for baby	Not Payable
177	Aesthetic treatment / surgery	Not Payable
178	TPA charges	Not Payable
179	Visco belt charges	Not Payable
180	Any kit with no details mentioned [delivery kit, orthokit, recovery kit, etc]	Not Payable
181	Examination gloves	Not Payable
182	Kidney tray	Not Payable
183	Mask	Not Payable
184	Ounce glass	Not Payable
185	Outstation consultant's/ surgeon's fees	Not payable, except for telemedicine consultations where covered by policy
186	Oxygen mask	Not Payable
187	Paper gloves	Not Payable
188	Pelvic traction belt	Payable in respect of PIVD
189	Referral doctor's fees	Not Payable
190	Accu check (glucometry / strips)	Device not payable
191	Pan can	Not Payable
192	Sofnet	Not Payable
193	Trolley cover	Not Payable
194	Urometer, urine jug	Not Payable
195	Ambulance	Payable
196	Tegaderm / vasofix safety	Payable subject to limit of 3 in 48 hrs and then 1 in 24 hrs
197	Urine bag	Payable subject to limit of 1 per 24 hrs
198	Softovac	Not Payable
199	Stockings	Payable in respect of CABG

**GENERAL CONDITIONS OR PROVISIONS UNDER THE POLICY (APPLICABLE TO ALL BENEFITS UNDER THIS POLICY)**

1. Policies covering single trips can be issued upto single trip not exceeding 365 days.

2. Policies covering annual multi trips can be issued for annual period of one year covering multiple single trips within the annual period of insurance with each and every single trip not exceeding a specified number of days as mentioned in the Policy Schedule.
3. The Policy start date shall be on or before the trip start date.
4. Extension of the Period of Insurance of the Policy during the duration of the trip can be done only at the sole discretion of the Company depending upon the risk factors.
5. If the Insured /Insured Person does not declare the full current facts or declare wrong facts while requesting for extension of the Policy, any extension of such a Policy if granted shall be deemed to be invalid. No refund of premium will be given in case of extensions so invalidated. The Company will also not be liable to pay any claim filed under the extended Policy.
6. Termination of the Policy at a date earlier than the end date can be done only if the Insured Person returns back to the Republic of India earlier than the end date of the Period of Insurance of the Policy. Refund of premium for the days between the return date to the Republic of India and the end date of the Period of Insurance as mentioned in the Policy Schedule will only be given if the same are a minimum of 10 days. A cancellation charge will be deducted from the refund premium. Premium refunded will be equal to the amount of premium to be paid for the original Policy duration minus the premium to be paid by taking the return date as the new end date of Period of Insurance. No refunds will be given on policies with claims.
7. 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.
8. Policy is applicable for one-way travel also, including immigration travel with a condition for maximum duration of coverage limited to specified number of days as mentioned in the Policy Schedule.
9. The Insured Person shall take all reasonable precautions in the normal course, to stay healthy and prevent disease, illness and injury. Failure to do so will prejudice the Insured/Insured Person's claim under this Policy.
10. The Insured / Insured Person shall provide the Company with the details of the trip and other information as may be required by the Company from time to time.
11. 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.
12. Claim Procedure - The procedure to be followed by the Insured / Insured person in case of any event that may give rise to a claim under this Policy, the claim documentation required to be submitted by the Insured / Insured Person at the time lodging claims as well as the claim settlement process are enumerated in the enclosed Claim Procedure attached to this Policy. Any failure on the part of the Insured / Insured Person in complying with the procedure or submission of required documents in support of his/her claim may prejudice the claim of the Insured/Insured Person.
13. Obligations of the Insured /Insured Person:
  - a. Insured / Insured Person shall provide to the Company or the Emergency Service Provider appointed by the Company, on demand any information that is required to determine the occurrence of the insurable event or the Company's liability to pay the benefits.
  - b. If requested to do so by the Company or the Emergency Service Provider appointed by the Company, the Insured / Insured Person is obliged to undergo a medical examination by a Medical Practitioner designated by the Emergency Service Provider for the purpose of settlement of claims only.. The cost towards the medical examination shall be borne by the Company
  - c. The Company or the Emergency Service Provider appointed by the Company is authorized to take all measures that are suitable for loss prevention and claim minimization which includes the Insured / Insured Person's transportation back to the Republic of India. The transportation of the Insured/Insured person back to India shall be done only on agreement and confirmation from the attending medical practitioner/ panel doctor that the Insured/Insured Person is capable of being transported to India
  - d. The Company shall be released from any obligation to pay benefits under this Policy, if any, of the aforementioned obligations are breached by the Insured/ Insured Person.
14. Transfer and Set-off of Claims:

- a) If the Insured / Insured Person have any outstanding claims against third parties, such claims shall be transferred in writing to the Company up to the amount for which the reimbursement of costs is made by the Company in accordance with the terms hereunder.
  - b) In so far as an Insured / Insured Person receives compensation for costs he/she has incurred either from third parties liable for damages or as a result of other legal circumstances, the Company shall be entitled to set off this compensation against the insurance benefits payable.
  - c) Claims to the insurance benefits may be neither pledged nor transferred by the Insured/ Insured Person.
15. The cover applies to all countries stated in the Policy Schedule except the Republic of India where the Insured/Insured Person has a permanent place of residence, except as otherwise provided. However, in respect of Section XXII- Pet Care, Section XVII - Home Burglary Insurance (Contents), Section XVI - Home Fire Insurance (Contents), the cover shall apply in India.
16. The premium charged shall be based on the number of man days insured in each category at the commencement of the Policy Period, as declared by the Insured Person. Depending on the actual number of man days covered in the Policy Period in each category as at the last day of such Policy period, if the premium calculated on the actual number of man days shall differ from the premium charged at the commencement of the Policy, then such difference shall be paid to the Company or refunded by the Company as the case may be

## **GENERAL TERMS AND CONDITIONS (APPLICABLE TO ALL SECTIONS OF THIS POLICY)**

### **1. Duty of Disclosure or Disclosure to information norm**

The Policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, mis-description or non-disclosure of any material particulars in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or device being used by the Insured/Insured Person or any one acting on his/their behalf to obtain a benefit under this Policy.

### **2. Observance of terms and conditions**

The due observance and fulfilment of the terms, conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the Insured / Insured Person, shall be a condition precedent to any liability of the Company to make any payment under this Policy.

### **3. Insured Person**

Only those persons named as an Insured Person in the Schedule shall be covered under this Policy. Any person may be added as an Insured Person during the Policy Period after his application has been accepted by Us, additional premium to be paid and We have issued an endorsement confirming the addition of such person as an Insured Person

### **4. Alterations and Endorsements to the Policy**

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

The following endorsement requests can be accepted by Us:

<b>Sno</b>	<b>Scenarios</b>	<b>Before Policy Start Date</b>	<b>After Policy Start Date</b>
1	Name Change	Allowed	Allowed
2	Address Change	Allowed	Allowed
3	DOB Change	Allowed	Allowed, subject to change in premium and company's guidelines
4	Change of Email	Allowed	Allowed
5	Change of Contact number	Allowed	Allowed
6	Change of Risk Start and/or End Date	Allowed	Not Allowed
7	Trip Extension	Not Allowed	Allowed
8	Change of Nominee	Allowed	Allowed

9	Change of Passport Details	Allowed	Not Allowed
10	Policy Cancellation	Allowed, only if request is received before 24 hours	Not Allowed
11	Plan Change	Allowed	Not Allowed
12	Geography Change	Allowed	Not Allowed

#### 5. Loadings

On change of the occupation, we shall be informed of the same. We will revert to insured with the additional premium if any to be paid.

#### 6. Waiting Period

All claims payable will be subject to 48 months waiting period for all Pre-existing Conditions declared and/or accepted at the time of proposal / application.

#### 7. Reasonable Care

The Insured/ Insured Person shall take all reasonable steps to safeguard the health, travel and other aspects related to the Insured/ Insured Person against loss or damage that may give rise to a claim.

#### 8. Material change

The Insured/ Insured Person shall immediately notify the Company in writing of any material change in the risk such as change in occupation, trip duration, country and location of travel, correction in age, nature of job and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safety and containing the circumstances that may give rise to the claim, and the Company may adjust the scope of cover and / or premium if necessary, accordingly. The liability of Insurance Company shall continue only if there is a written acceptance on the part of the Insurance Company through endorsement

#### 9. Fraudulent Claims

If any claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured/Insured Person or anyone acting on his/her behalf to obtain any benefit under this Policy all benefits under this Policy shall be forfeited.

The Company will have the right to reclaim all benefits paid in respect of a claim which is fraudulent as mentioned above under this Condition as well as under Condition No 1 of this Policy

#### 10. No constructive Notice

Any knowledge or information of any circumstance or condition in connection with the Insured/Insured Person in possession of any official of the Company shall not be notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.

#### 11. Notice of charge

The Company shall not be bound to take notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy, but the payment by the Company to the Insured /Insured Person or his/her nominees or the legal representative, as the case may be, of any compensation or benefit under the Policy shall in all cases be an effectual discharge to the Company. In the cases of delay in the payment, the Company shall be liable to pay interest in line with the Protection of Policyholders' Interests) Regulations, 2002. The said act is available for reference in the website of the Insurance Development Regulatory Authority (IRDA)

#### 12. Overriding effect

The terms and conditions contained herein and in the Schedule shall be deemed to form part of the Policy and shall be read as if they are specifically incorporated herein.

#### 13. Electronic Transaction:

The Insured/ Insured Person agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the internet, world wide web, Electronic data interchange, call centres, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication established by or on behalf of the Company for and in respect of the Policy or its terms or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time. However, the terms of this condition shall not override provisions of any law(s) or statutory regulations including provisions of IRDA regulations for protection of policyholder's interests. All conditions of section 41 prescribed for the proposal form, all necessary disclosures on terms, conditions and major exclusions shall be made known to the Insured/Insured Person; Any voice transaction shall be duly recorded, with the consent of the Insured/Insured Person and the recordings shall be maintained by or on behalf of the Company and shall be made available to the Insured/Insured Person for subsequent validation/confirmation of the Insured/Insured Person, if so required.

#### **14. Duties of the Insured/ Insured Person on occurrence of loss**

On the occurrence of any loss, within the scope of this Policy the Insured /Insured Person shall:

- a) Forthwith inform the Company and file/submit a Claim Form in accordance with 'Claim Procedure'.
- b) Allow the Medical Practitioner or the Surveyor or any agent of the Company to inspect the lost/damaged properties premises /goods as well as examine the Insured / Insured Person.
- c) Assist and not hinder or prevent the Company or any of its agents in pursuance of their duties.
- d) Not to abandon the insured property/items in the premises, nor take any steps to rectify/remedy the damage before the same has been approved by the Company or any of its agents or the Surveyor.

If the Insured/ Insured Person does not comply with this provision of this Clause, all benefits under this Policy shall be forfeited, at the option of the Company.

#### **15. Right to inspect**

If required by the Company, an agent/representative of the Company including a loss assessor or a Surveyor appointed in that behalf shall in case of any loss or any circumstances that have given rise to a claim to the Insured/Insured Person be permitted at all reasonable times to examine into the circumstances of such loss. The Insured /Insured Person shall on being required so to do by the Company produce all relevant documents relating to or containing reference relating to the loss or such circumstance in his possession including presenting himself for examination and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such claims or will in any way assist the Company to ascertain the correctness thereof or the liability of the Company under this Policy.

#### **16. Position after a claim**

The Insured/ Insured Person shall not be entitled to abandon any insured property whether the Company has taken possession of the same or not. As from the day of receipt of the claim amount by the Insured/ Insured Person, the Sum Insured for the remainder of the period of insurance shall stand reduced by the amount of the compensation.

In case of claims under Fire and Home Burglary Sections, the sum insured can be reinstated by payment of pro-rata premium for the unexpired period from the date of such loss to the expiry of period of insurance for the amount of such loss.

#### **17. Condition of Average (applicable to Sections XVI and XVII only)**

If the property hereby insured shall at the time of loss or at the commencement of any destruction of or damage to the property by any other peril hereby insured against be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a ratable proportion of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this condition

#### **18. Indemnity**

The Company may at its option, if applicable reinstate, replace or repair the property or premises lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing. The Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner. In no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage and in any event not more than the sum Insured Person thereon.

If in any case the Company shall be unable to reinstate or repair the insured property/item, because of any law or other regulations in force affecting insured property or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite under this Policy. However, this condition shall not be applicable to Personal Accident, Accidental Death and Permanent Total Disablement – Common Carrier Sections

#### **19. Subrogation**

In the event of payment under this Policy, the Company shall be subrogated to all the Insured /Insured Person's rights or recovery thereof against any person or Organisation, and the Insured/Insured Person shall execute and deliver instruments and papers necessary to secure such rights. The Insured/Insured Person and any claimant under this Policy shall at the expense of the Company do and concur in doing and permit to be done, all such acts and things as may be necessary or required by the Company, before or after Insured /Insured Person's indemnification, in enforcing or endorsing any rights or remedies, or of obtaining relief or indemnity, to which the Company shall be or would become entitled or subrogated. However, this condition shall not be applicable to Personal Accident, Accidental Death and Permanent Total Disablement – Common Carrier Sections

#### **20. Contribution**

If at the time of the happening of any loss or damage covered by this Policy, there shall be existing any other insurance of any nature whatsoever covering the same, whether effected by the Insured/ Insured Person or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage. However, this Section shall not be applicable to Personal Accident, Accidental Death and Permanent Total Disablement Sections.

#### **21. Two Policy Period (Applicable for Annual policies only)**

If the claim event falls within two policy periods, the claims will be paid taking into consideration the available sum insured in the two policy periods, including the deductibles for each policy period. Such eligible claim amount to be payable to the insured shall be reduced to the extent of premium to be received for the renewal or due date of premium of travel insurance policy, if not received earlier.

#### **22. Forfeiture of claims**

If any claim is made and rejected and no court action or suit commenced within 12 months after such rejection or, in case of arbitration taking place as provided therein, within 12 calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this Policy shall be forfeited.

#### **23. Free Look Period**

The insured/ insured persons have a period of 15 days from the date of receipt of the Policy document to review the terms and conditions of this Policy.

If insured/ insured persons have any objections to any of the terms and conditions, they have the option of canceling the Policy stating the reasons for cancellation and the premium paid will be refunded, after adjusting the amounts spent on stamp duty charges and proportionate risk premium.

1. Insured(s) can cancel the Policy before the commencement of the Risk Period, or

2. Insured(s) may also cancel the policy after the commencement of the Risk Period (in case of annual risk policies only) subject to no claim under the policy, in which case the premium will be returned on pro-rata basis.

All the rights under this Policy shall immediately stand extinguished on the free look cancellation of the Policy.

Free look provision is not applicable and available at the time of renewal and/or at the time of subsequent trips for Annual Multi Trip Policy.

#### **24. Termination / Cancellation**

In case of Annual Policies, the Company may at any time, cancel this Policy, by giving 30 days notice in writing by Registered Post Acknowledgment Due to the Insured/Insured Person at his last known address. The company shall exercise its right to cancel only in case of mis-representation, non-disclosure of material facts and/or non-cooperation of the Insured / Insured Person in implementing the terms and conditions of this Policy. In such cases, the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation. The Insured /Insured Person may also give 30 days notice in writing, to the Company, for the cancellation of this Policy, in which case the Company shall from the date of receipt of notice cancel the Policy and retain the premium for the period this Policy has been in force at the Company's short period scales, provided that, no refund of premium shall be made if any claim has been made under this Policy by or on behalf of the Insured/Insured Person upto the date of cancellation of this Policy.

<b>Policy Period</b>	<b>Rate Of Premium to be retained</b>
Up to 15% of Policy Period	25% of premium paid
Up to 25% of Policy Period	50% of premium paid
Upto 50% of Policy Period	75% of premium paid
Exceeding 50% of Policy Period	100% of premium paid

In case of single trip policies, termination of the Policy at a date earlier than the end date can be done only if the Insured Person returns back to the Republic of India earlier than the end date of the Period of Insurance of the Policy. Refund of premium for the days between the return date to the Republic of India and the end date of the Period of Insurance as mentioned in the Policy Schedule will only be given if the same are a minimum of 10 days. A cancellation charge will be deducted from the refund premium. Premium refunded will be equal to the amount of premium to be paid for the original Policy duration minus the premium to be paid by taking the return date as the new end date of Period of Insurance, provided that, no refund of premium shall be made if any claim has been made under this Policy by or on behalf of the Insured/Insured Person.

#### **25. Cause of Action**

No claim shall be payable under this Policy where the cause of action arises in India, unless otherwise specifically provided in the Policy Schedule.

#### **26. Policy Disputes**

The parties to this Policy expressly agree that the laws of the Republic of India shall govern the validity, construction, interpretation and effect of this Policy. Any dispute concerning the interpretation of the terms and conditions, limitations and/or exclusions contained herein is understood and agreed to by both the insured and the Company to be subject to Indian law and in Indian Court.

#### **27. Arbitration clause**

If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties thereto or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the

third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no dispute or difference shall be referable to arbitration, as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.

## **28. Renewability**

The Company shall give notice for renewal of the Annual Multi Trip policies and accept renewal premium in all cases except in case of fraud, misrepresentation or non-cooperation of the Insured / Insured Person in implementing the terms and conditions of this Policy or if the renewal of Policy poses a moral hazard. Every renewal premium (which shall be paid and accepted in respect of this Policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured / Insured Person that may result to enhance the risk of the Company. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorized official of the Company.

This Policy provides 30 days Grace Period for renewing the Policy. However, there is no coverage for injury sustained or disease contacted during this (grace) period under this Policy. Renewal premium are subject to change with prior approval of IRDA.

The Company may vary the renewal premium and/or benefits payable subject to approval from IRDA and inform the same to the Insured at least 3 months prior to the date of revision and/ or modification

In the likelihood of this policy being withdrawn in future, the Company will inform the same to the Insured at least 3 months prior to expiry of the policy

Insured will have the option to migrate to other plan under similar travel insurance policy at the time of renewal (in case of Annual policies), provided the policy has been maintained without a break.

During currency of the policy, no change of plan or Sum Insured is allowed. The Company offer assured renewal of same plan / Sum Insured for lifelong. However in renewal of annual policies, insured can enhance up to next available sum insured slab, subject to no claim in the previous policy and Good Health Declaration

## **29. Extension**

The Company may in its sole and absolute discretion extend the Policy once during the Risk Period, provided that:

- 1) We receive the request for extension of the Policy and the applicable premium before the expiry date of the Policy Period.
- 2) We have received a good health and no claim declaration during the Risk Period.
- 3) The insured persons has not made a claim just before we receive the request for extension of the policy

The Company is under no obligation to extend the Policy or to extend the Policy on the same terms and conditions whether as to premium or otherwise.

## **30. Notices**

Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, or facsimile to -

- a) In case of the Insured/Insured Person, at the address specified in the Policy Schedule.

b) In case of the Company, to the Policy issuing office of the Company.

### 31. Customer Service

If at any time the Insured /Insured Person require any clarification or assistance, the Insured/Insured Person may contact either the Emergency Assistance Service Provider or the Policy issuing office of the Company at its address during normal office hours.

In respect of Senior Citizens, both the Company and Emergency Service Provider have established a separate channel to address the grievances. Any concerns may be directly addressed to the Senior Citizen's channel

### 32. Multiple Policies

If two or more policies are taken by an insured during a period from one or more insurers to indemnify treatment costs, there will not be any contribution clause (Clause 20 mentioned above) and the insured can seek settlement of claim from any insurer.

However if the amount claimed is in excess of Sum Insured under a single policy, after considering the deductible and/or co-pay, insured can seek settlement of claim as per his/ her choice but insurance company shall settle the claim with contribution clause

### GRIEVANCES REDRESSAL PROCEDURE

We are committed to extend the best possible services to its customers. However, If Insured/ Insured Person have a grievance that you wish us to redress, you may contact us with the details of Your grievance through:

- Our website : [www.bharti-axagi.co.in](http://www.bharti-axagi.co.in)
- Email : [customerservice@bharti-axagi.co.in](mailto:customerservice@bharti-axagi.co.in)
- Phone : 080 - 49123900
- Courier : Any of Our Branch office or corporate office

Insured/ Insured Person may also approach the grievance cell at any of Our branches with the details of the grievance during Our working hours from Monday to Friday.

#### Escalation Level 1

For lack of a response or if the resolution still does not meet the expectations through one of the above methods, Insured/ Insured Person may contact Our Head of Customer Service at

**Bharti AXA General Insurance Co. Ltd.,**  
**First Floor, The Ferns Icon,**  
**Survey No. 28 Next to Akme Ballet, Doddanekundi,**  
**Off Outer Ring Road, Bangalore - 560037**

#### Escalation Level 2

In case the Insured/Insured Person has not got his/her grievances redressed by Us within 14 days, Or, If Insured/Insured Person is not satisfied with Our redressal of the grievance through one of the above methods, they may approach the nearest Insurance Ombudsman for resolution of their grievance. The contact details of Ombudsman offices are mentioned below

#### List of Insurance Ombudsmen

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
AHMEDABAD	Shri P. Ramamoorthy (Ombudsman), Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C.U. Shah College, Ashram Road, <b>AHMEDABAD-380 014.</b> Tel:- 079-27546840, Fax : 079-27546142 Email: <a href="mailto:ins.omb@rediffmail.com">ins.omb@rediffmail.com</a>	Gujarat , UT of Dadra & Nagar Haveli, Daman and Diu
BHOPAL	Insurance Ombudsman, Office of the Insurance Ombudsman, Janak Vihar Complex, 2 <sup>nd</sup> Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market,	Madhya Pradesh & Chhattisgarh

	<b>BHOPAL(M.P.)-462 023.</b> Tel.:- 0755-2569201, Fax : 0755-2769203 Email: <a href="mailto:bimalokpalbhopal@airtelmail.in">bimalokpalbhopal@airtelmail.in</a>	
<b>BHUBANESHWAR</b>	Shri B. P. Parija (Ombudsman), Insurance Ombudsman, Office of the Insurance Ombudsman, 62, Forest Park, <b>BHUBANESHWAR-751 009.</b> Tel.:- 0674-2596455, Fax : 0674-2596429 Email: <a href="mailto:ioobbsr@dataone.in">ioobbsr@dataone.in</a>	Orissa
<b>CHANDIGARH</b>	Shri Manik Sonawane (Ombudsman), Insurance Ombudsman, Office of the Insurance Ombudsman, S.C.O. No.101-103, 2nd Floor, Batra Building. Sector 17-D, <b>CHANDIGARH-160 017.</b> Tel.:- 0172-2706468, Fax : 0172-2708274 Email: <a href="mailto:ombchd@yahoo.co.in">ombchd@yahoo.co.in</a>	Punjab , Haryana, Himachal Pradesh, Jammu & Kashmir , UT of Chandigarh
<b>CHENNAI</b>	Insurance Ombudsman, Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, <b>CHENNAI-600 018.</b> Tel.:- 044-24333668 /5284, Fax : 044-24333664 Email: <a href="mailto:chennaiinsuranceombudsman@gmail.com">chennaiinsuranceombudsman@gmail.com</a>	Tamil Nadu, UT- Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
<b>NEW DELHI</b>	Shri Surendra Pal Singh (Ombudsman), Insurance Ombudsman, Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, <b>NEW DELHI-110 002.</b> Tel.:- 011-23239633, Fax : 011-23230858 Email: <a href="mailto:iobdelraj@rediffmail.com">iobdelraj@rediffmail.com</a>	Delhi & Rajasthan
<b>GUWAHATI</b>	Shri D.C. Choudhury (Ombudsman), Insurance Ombudsman, Office of the Insurance Ombudsman, "Jeevan Nivesh", 5 <sup>th</sup> Floor, Near Panbazar Overbridge, S.S. Road, <b>GUWAHATI-781 001 (ASSAM).</b> Tel.:- 0361-2132204/5, Fax : 0361-2732937 Email: <a href="mailto:ombudsmanghy@rediffmail.com">ombudsmanghy@rediffmail.com</a>	Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
<b>HYDERABAD</b>	Insurance Ombudsman, Office of the Insurance Ombudsman, 6-2-46, 1 <sup>st</sup> Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, <b>HYDERABAD-500 004.</b> Tel : 040-65504123, Fax: 040-23376599 Email: <a href="mailto:insombudhyd@gmail.com">insombudhyd@gmail.com</a>	Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry
<b>KOCHI</b>	Shri R. Jyothindranathan (Ombudsman), Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, <b>ERNAKULAM-682 015.</b> Tel : 0484-2358759, Fax : 0484-2359336 Email: <a href="mailto:iokochi@asianetindia.com">iokochi@asianetindia.com</a>	Kerala , UT of (a) Lakshadweep , (b) Mahe – a part of UT of Pondicherry
<b>KOLKATA</b>	Ms. Manika Datta (Ombudsman), Insurance Ombudsman, Office of the Insurance Ombudsman, 4th Floor, Hindusthan Bldg. Annexe, 4, C.R.Avenue, <b>Kolkatta – 700 072.</b> Tel: 033 22124346/(40), Fax: 033 22124341 Email: <a href="mailto:iombsbpa@bsnl.in">iombsbpa@bsnl.in</a>	West Bengal , Bihar , Jharkhand and UT of Andaman & Nicobar Islands , Sikkim
<b>LUCKNOW</b>	Shri G. B. Pande (Ombudsman), Insurance Ombudsman, Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6 <sup>th</sup> Floor, Nawal Kishore Road, Hazaratganj, <b>LUCKNOW-226 001.</b> Tel : 0522 -2231331, Fax : 0522-2231310 Email: <a href="mailto:insombudsman@rediffmail.com">insombudsman@rediffmail.com</a>	Uttar Pradesh and Uttaranchal
<b>MUMBAI</b>	Insurance Ombudsman, Office of the Insurance Ombudsman, S.V. Road, Santacruz(W), <b>MUMBAI-400 054.</b> Tel : 022-26106928, Fax : 022-26106052	Maharashtra , Goa



## Claims Procedure

1. In the event of an accident or sudden illness which is likely to give rise to a claim under this Policy, the Insured Person shall immediately contact the Emergency Assistance Service Provider giving details of the Policy issued to him/her. The details of phone numbers and Help Line are given in the Schedule attached to this Policy.
2. The first call will have to be made by the Insured Person giving his/ her contact number and subsequent calls will be made by the Service Provider at the contact number given by the Insured Person.
3. The Insured Person or his representative shall provide to the Emergency Assistance Service Provider maximum information about the illness, accident or occurrence as is available, as well as other information such as the Policy number etc. Emergency Assistance Service Provider shall assist the Insured Person in getting admitted in to a hospital / getting treatment from a Medical Practitioner as an outpatient.
4. Where it is not possible to make an emergency call before consulting a Medical Practitioner or going into hospital, the Insured Person shall contact the Emergency Assistance Service Provider as soon as possible. In either case, when being admitted as a patient, the Insured Person shall inform the Medical Practitioner or personnel at the hospital, the details of his/her policy coverage and shall state the details of the Emergency Assistance Service Provider and request them to contact them.
5. Failure to comply with the claims procedure stated above may prejudice the claim of the Insured Person as the liability of the Company will attach, in the case of Medical Expenses, only if the same are incurred with the concurrence of Emergency Assistance Service Provider. Any delay on the part of Insured in submitting the claim papers may be condoned up to maximum of additional one month, subject to justifiable ground being there
6. If proper intimation is given, the Emergency Assistance Service Provider shall give a benefit guarantee (cash less in-patient hospitalisation as well as outpatient treatment) to the hospital / other providers for the costs of hospitalization, transportation by emergency services, emergency evacuation, transportation home, repatriation or transportation of mortal remains and burial listed under Scope of Coverage under the Policy. These costs will be settled directly by the Emergency Assistance Service Provider on behalf of and for the account of the Company. The Insured Person shall release Medical Practitioners/hospital contacted by Emergency Assistance Service Provider from their duty not to disclose information about his/her case.
7. In such cases, the Insured Person before his discharge from the Hospital, shall fill up and sign the claim form and hand over the same to the Hospital authorities to be handed over to Emergency Assistance Service Provider. Please send the duly signed claim form along with all the documents to designated TPA within 14 days of the occurrence of the Incident. We may accept the documents upto 30 days from the date of discharge, if You would be able to provide sufficient cause for the delay in submission of the documents
8. Where no information is given to Emergency Assistance Service Provider and the payment for hospital treatment / outpatient treatment has been made by the Insured Person, the reasons therefore shall have to be given by the Insured / Insured Person along with the claim form giving details of treatment and bills for expenditure to the Company OR Emergency Assistance Service Provider. After examining the facts and establishing the liability, in consultation and with the approval of the Company Emergency Assistance Service Provider will reimburse to the Insured Person the costs incurred within the Scope of Coverage of the Policy on behalf of and for the account of the Company.

9. Besides where Insured or Insured Person and Emergency Assistance Service Provider agree that even though the procedure under Claims Procedure is complied with, the claim should be settled on a reimbursement basis (in consultation and with the approval of the Company), then it will be done so accordingly.
10. With respect to Emergency evacuation or repatriation, the following services shall be arranged by the Company through the Emergency Assistance Service Provider:
  - a) Transferring the Insured/Insured by air ambulance, regular airline or any other method of transport that is ascertained as being appropriate by the Emergency Assistance Service Provider and/or the Company. The method of transport and the date and time shall be decided by the Emergency Assistance Service Provider and/or Company
  - b) If the Insured/Insured Person is admitted to a Hospital then and if in the opinion of the appointed Medical Practitioner, the medical facilities in the hospital are not suitable or adequate, the Insured/Insured Person will be evacuated to the nearest place where appropriate services are available or to his/her permanent place of residence in India
  - c) Arrangement of reasonable and necessary transport and additional accommodation costs for another person to accompany the Insured/Insured Person if it is medically necessary that the Insured/Insured Person be accompanied in this way; this might be a Medical Practitioner, nurse, relative, friend or colleague
  - d) In the event of death of the Insured/Insured Person due to an insured event in terms of this policy, arrangements for bringing transporting the mortal remains of the deceased back to the Republic of India or reimbursement of cost of local burial or cremation in the country where the death occurred

The Company will not be liable in respect of the emergency evacuation or repatriation service for:

- a) Any failure to provide the emergency evacuation or repatriation service or for any delays in providing it, unless the failure or delay is caused by the negligence of the Company and/or the Emergency Assistance Service Provider
- b) Failure or delay in providing the emergency evacuation or repatriation service if:
  - a. By law the overseas evacuation or repatriation service cannot be provided in the country in which it is needed; or
  - b. The failure or delay is caused by any reason beyond our control including, but not limited to, strikes and flight conditions.
- c) Injury or death caused while the Insured/Insured Person is being moved unless it is caused by the negligence of the Company/Emergency Assistance Service Provider or the negligence of anyone acting on the behalf of the Company/Emergency Assistance Service Provider

Quick turnaround time shall be ensured in case the Emergency Assistance Service Provider arranges the emergency evacuation. The Company shall review and monitor the promptness and quality of the service, turnaround time and accessibility provided by the Emergency Assistance Service Provider in the interest of the policyholder and shall take due course of action based on the results of the review.

11. Claims, if any, for Total Loss of Checked Baggage, Personal Accident and Loss of Passport will be settled in Indian Rupees in consultation and with approval of the Company, on return of the Insured Person to India. In such cases, the claim form with details is to be submitted to the Company OR Emergency Assistance Service Provider
12. Claims, if any, for Total Loss of Checked Baggage, Personal Accident and Loss of Passport will be settled in Indian Rupees in consultation and with approval of the Company, on return of the Insured Person to

India. In such cases, the claim form with details is to be submitted to the Company OR Emergency Assistance Service Provider.

13. Reimbursement of all claims by the Emergency Assistance Service Provider will be in India, in Indian Rupees at the exchange rate specified by the Reserve Bank of India, as applicable on the date the amount is billed.
14. The Company shall only be liable to indemnify if, besides proof of insurance cover, the documentary proofs required as per the claims procedure stated in the Policy, is also submitted
15. The total loss of checked baggage caused by an international carrier (airlines) must be reported to the International Carriers (airlines) and a Property Irregularity Report (P.I.R) shall be obtained from them. Original report together with the ticket(s), baggage tag(s) and the claim form are to be submitted in support of a claim by the Insured Person to the Company OR Emergency Assistance Service Provider.
16. A loss of passport must be reported to the police authorities within 24 hours of discovery of such loss and an official report obtained from the Police authorities. The original official report of the Police authorities should also be submitted along with the claim form to the Company OR Emergency Assistance Service Provider
17. Failure to comply with the claims procedure stated above in respect of Total Loss of Checked Baggage and Loss of Passport, may prejudice the claim of the Insured Person.
18. Claims for reimbursement shall be submitted to the Company OR Emergency Assistance Service Provider within one month after completion of the treatment or transportation home. In the event of accidental death, the same shall be submitted within one month after transportation of mortal remains/burial.
19. The Insured and the Insured Person shall provide Emergency Assistance Service Provider / the Company on demand with any information that is required to determine the occurrence of the insured event or the scope of the Company's liability. In particular, at the request of Emergency Assistance Service Provider / the Company proof shall be furnished of the actual commencement of the trip abroad.
20. If requested to do so by Emergency Assistance Service Provider / the Company, the Insured Person and/or the Insured shall authorise Emergency Assistance Service Provider / the Company to obtain all the information considered necessary from third parties (Medical Practitioners, dentists, alternative practitioners, medical institutions of any kind, insurance carriers, health or pension offices) and release these parties from their obligation not to disclose information.
21. If requested to do so by Emergency Assistance Service Provider / the Company, the Insured Person is obliged to undergo a medical examination by a Medical Practitioner designated by Emergency Assistance Service Provider / the Company.
22. In case of any claim under Personal Liability, Legal Expenses or Bail Bond proof of judicial decision rendered by a Court of Law may be required.
23. In case of any accident giving rise to a claim under the Personal Accident section of the Policy, the Insured/ Insured Person, his/her nominee or legal representatives, as the case may be, shall provide complete information and details about the Insured Person in the claim form along with the following documents to the Company OR Emergency Assistance Service Provider. Such a claim will be settled only in India in Indian rupees.

24. Upon receipt of all required documents, the offer of settlement will be made within 30 days. Settlement (payment) of claim will be made within 7 days of receipt of acceptance in response to offer of settlement, failing which penal interest (in compliance with applicable regulations) at a rate 2% higher than bank rate prevailing as on the date of beginning of financial year in which the claim is reviewed

**List of documents required for Claims processing:**

- i) In case of a disability claim
  - (1) Certificate from the Hospital and attending doctor
  - (2) Discharge summary from the hospital explaining the disability
  - (3) Police report on the accident if any
  - (4) Hospital bills
- ii) In case of a death claim
  - (1) Police report on the accident, if any
  - (2) Death Certificate
  - (3) Post Mortem report (if conducted)
- iii) Certificate from Institution, in case of a burglary claim
  - (1) Duly completed claim form
  - (2) Copy of first information report/policy report.
  - (3) Copy of final investigator report/non-detectable certificate issued by the police authorities/magisterial order.
  - (4) Letter of undertaking/subrogation form obtained from the insured.
- iv) In case of baggage loss claim
  - (1) Duly completed claim form
  - (2) Copy of the complaint filed with airline authorities
  - (3) Property Irregularity Report/ Certificate from airline authorities that baggage has been lost
  - (4) Copy of passport, visa with entry and exit stamp
- v) In case of baggage delay claim
  - (1) Duly completed claim form
  - (2) Copy of the complaint filed with airline authorities
  - (3) Property Irregularity Report/Certificate from airline authorities that baggage has been delayed from more than the specified hours
  - (4) Vouchers/Bills for toiletries, medication and clothing
  - (5) Copy of passport, visa with entry and exit stamp
- vi) Medical Emergency
  - (1) claim form duly signed along with attending Medical Practitioner statement
  - (2) discharge summary
  - (3) hospital final bill
  - (4) Attending Surgeon's/Medical Practitioner's Prescription advising hospitalization
  - (5) surgery/consultation bills and receipts
  - (6) operation theatre
  - (7) medicines bill with doctors prescription
  - (8) others if any
  - (9) Copy of passport, visa with entry and exit stamp
- vii) Loss of Passport
  - (1) Duly completed claim form
  - (2) Receipts for obtaining duplicate passport / travel documents
  - (3) Copy of new passport, return tickets, previous passport (if available).
  - (4) Certificate issued by embassy of India; stamps, cost of a professional account or solicitor (Excluding any transportation involved in getting duplicate passport.)
- viii) Dental Expenses
  - (1) claim form duly signed along with attending Medical Practitioner statement
  - (2) Original documents of Doctor's medical report, admission and discharge cards, and prescriptions

- (3) Original bills, vouchers, reports and payment receipts stating the details of the tooth treated and the treatment performed
- (4) Copy of X-ray, pathological and investigative reports
- (5) Copy of passport, visa with entry and exit stamp

The Insured has the option to request a change in the Emergency Assistance Service Provider 30 days prior to renewal of the Policy. The Company shall duly evaluate the request and if the Emergency Assistance Service Provider is part of the panel selected by the Company for the servicing of the Policy, the Company shall ensure that the Emergency Assistance Service Provider is changed as per the request of the Insured. It shall be ensured that any such service provider is duly licensed by the Insurance Regulatory Development Authority.

## Schedule of Benefits

Section	Particulars of Benefit-Plan	Single Trip Plans (Sum Insured in US\$)	Annual Multi-trip			Deductibles
			Multi-trip Silver	Multi-trip Gold	Multi-trip Platinum	
I	Medical Expenses, including coverage(s) mentioned in Cover I	As mentioned in Policy Schedule	100000	250000	500000	50
II	Dental Treatment Expenses	As mentioned in Policy Schedule	500	500	1000	50
III	Personal Accident	As mentioned in Policy Schedule	20000	25000	40000	Nil
IV	Accidental Death and Dismemberment - Common Carrier	As mentioned in Policy Schedule	2500	2500	5000	Nil
V	Daily Allowance in case of Hospitalisation	As mentioned in Policy Schedule	25 per day	25 per day	50 per day	First 2 days
			7 days	7 days	10 days	
VI	Compassionate Visit	As mentioned in Policy Schedule	1500	2000	2000	Nil
VII	Loss of Passport and documents	As mentioned in Policy Schedule	350	350	350	25
VIII	Total loss of checked baggage	As mentioned in Policy Schedule	1000	1250	2000	Nil
IX	Delay of checked baggage	As mentioned in Policy Schedule	100	100	150	12 hours
X	Trip Delay	As mentioned in Policy Schedule	50	50	75	12 hours
XI	Trip Cancellation and Interruption	As mentioned in Policy Schedule	500	500	1000	Nil
XII	Missed Connection	As mentioned in Policy Schedule	250	300	750	3 hours
XII	Personal Liability	As mentioned in Policy Schedule	100000	200000	300000	Nil
XIV	Financial Emergency Assistance	As mentioned in Policy Schedule	No Cover	300	750	Nil
XV	Hijack Distress Allowance	As mentioned in Policy Schedule	75	75	200	12 hours
XVI	Home Fire Insurance - Contents (in INR)	As mentioned in Policy Schedule	Rs. 100000	Rs. 200000	Rs. 500000	As per erstwhile Fire Tariff
XVII	Home Burglary Insurance - Contents (in INR)	As mentioned in Policy Schedule	Rs. 100000	Rs. 200000	Rs. 500000	Nil
XVIII	Loss of Deposit or cancellation - Hotel and Airline	As mentioned in Policy Schedule	No Cover	250	1000	Nil
XIX	Overbooked Flight	As mentioned in Policy Schedule	No Cover	250	1000	3 hours
XX	Bail Bond	As mentioned in Policy Schedule	No Cover	2500	5000	Nil
XXI	Legal expenses	As mentioned in Policy Schedule	No Cover	100	400	Nil
XXII	Pet Care (in INR)	As mentioned in Policy Schedule	No Cover	6000	24000	Nil
XXIII	Emergency accommodation	As mentioned in Policy Schedule	No Cover	250	1000	Nil
XXIV	Alternate Employee Expenses	As mentioned in Policy Schedule	No Cover	250	1000	Nil
XXV	Business Equipment Cover	As mentioned in Policy Schedule	No Cover	250	1000	50

Note - All SI limits applicable are in US Dollars

Note: 1) In case of Annual trip, the number of days per trip shall not exceed 30 or 45 or 60 days, as mentioned in the Policy Schedule