

## Policy Wordings

### SmartTraveller Insurance Policy (Student)

#### 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 Policy 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, his/her nominee or legal representatives, as the case may be, in respect of insured events occurring 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 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.

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

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

**"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 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

**“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 rateable proportion of Sum Insured. This clause shall not apply to any Benefit offered on fixed benefit basis

**“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, misdescription 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 *duly* certified by a Medical Practitioner.

**“Emergency Assistance Service Provider”** means 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, his/her lawful spouse and maximum of any two (2) dependent children upto the age of 23 years

**“Felonious Assault”** means an act of violence against the Insured/Insured Person or a travelling companion requiring medical treatment.

**“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

**“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.

**“Injury / Bodily 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

**“Illness”** means sickness or a, disease or pathological condition leading to impairment of normal physiological function which manifests itself during the Policy period and requires immediate 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”** shall mean any member of the Insured Person’s immediate family i.e. the Insured Person’s lawful spouse, dependent children and parents.

**“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 the individual who has a permanent place of residence in India and on whose name the Policy is issued.

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

**“Insurable 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 –

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

**“Medical Advise”** 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 treatment is defined as 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

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

**"Newborn baby"** means baby born during the Policy Period and is aged between 1 day and 90 days, both days inclusive

**"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"** means treatment 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"** means the period from the commencement of the insurance cover to the end of the insurance cover to the end of 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.

**"Policy"** means this document containing the terms and conditions of the contract, Insured's 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

**"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/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 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 actual 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

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

**“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

**“Skilled Nursing Facility”** means any institution engaged mainly in providing treatment for people convalescing from injury or sickness, with organized facilities for medical services, 24 hours nursing service by registered and qualified nurses and registered and qualified Medical Practitioner available at all times and which has been registered with the local authorities, wherever applicable

**“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 for 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.

**“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 purchases his/her 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/Insured Person, provided that, the Insured 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/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”** 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 at actual time of alighting 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 contained herein contained or otherwise expressed, to compensate, indemnify, pay and/or reimburse in manner provided in this Policy, benefits to the Insured/Insured Person for loss or damage described hereunder, as per the coverage and the limits of Sum Insured specified in the Policy Schedule.

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

The Company shall pay or reimburse Emergency Care expenses incurred to the Insured/ Insured Person, for availing immediate emergency medical assistance required on account of any disease/ illness contracted or injury sustained 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/ Insured Person contract 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 where the Insured/ 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 charges towards diagnostic methods and treatment of all disease/ illness/ injury, provided that 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/ 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/ Insured Person becomes medically stable, as ascertained by the Medical Practitioner of the Emergency 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 for medically necessary and prescribed transportation of the Insured / 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 to 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/ Insured Person due to an accident, the Company shall pay or reimburse the costs related to transporting the mortal remains of the deceased Insured/ 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.

### **Extension**

The cover can be extended if specifically agreed for & mentioned in the policy schedule, in the event of the occurrence of any of the circumstances given hereunder.

- i. Treatment of mental and nervous disorders, including alcohol and drug dependency, subject to the limits specified 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.
- ii. In-patient medical expenses related to pregnancy and child birth, subject to the limits specified in the Policy Schedule, after a waiting period of 10 months.
- iii. Inpatient medical expenses for injuries during inter-collegiate sports, such expenses shall be treated as any other medical expenses for treatment of injury due to an accident and shall be subject to the terms and conditions mentioned in the Policy.
- iv. Outpatient Physiotherapy related to disease/illness/injury for which the treatment has been taken subject to the limits specified in the Policy Schedule.
- v. Cancer screening and mammography examinations on recommendation from the Medical Practitioner, subject to the limits specified in the Policy Schedule. However the same is not included under this benefit, if they form part of any routine medical check-up/examination.
- vi. Chiropractic Treatment related to disease/ illness/ injury requiring outpatient/inpatient care, subject to the limits specified in the Policy Schedule.
- vii. Skilled nursing facility related to disease/illness/injury requiring outpatient care, subject to the limits 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/ 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/ 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/ Insured person's life.
4. 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 and the Emergency Assistance Service Provider and shall be in accordance with accepted standards of medical care.
5. Charges in excess of reasonable and customary charges incurred 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 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, any medical check-ups during pregnancy. However, this exclusion will not apply in following cases:
  - a. if Maternity benefit is specifically granted in the policy schedule
  - b. Ectopic Pregnancy proved by diagnostic means and certified to be life threatening by the attending Medical Practitioner
  - c. If the medical assistance provided abroad involves unforeseen emergency measures to save the Insured/ Insured Person's or the child's life in the event of acute complications, provided that the Insured/ Insured Person has not completed the age of 38 years and the 30th week of the pregnancy is not yet completed.However, inpatient hospitalization expenses related to pregnancy/ childbirth will be covered if the same has been specifically agreed for and specified in the Policy Schedule in which case separate limit as specified would apply.
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 care, subject to the specified limits and conditions, will be covered if specifically agreed for and mentioned in the Policy Schedule
10. Any exclusion mentioned in the 'General Exclusions' section of this Policy.

## **Section II - Dental Care Expenses**

### **Coverage**

The Company shall pay or reimburse to the Insured/ Insured Person expenses incurred in respect of acute aesthetic 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 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/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 and the Emergency Service Provider and shall be in accordance with accepted standard of medical care.
3. Charges in excess of reasonable and customary charges incurred on account of an insured event as per the determination of the Emergency Service Provider.
4. Treatment relating to the removal of physical flaws or anomalies (cosmetic treatment or plastic surgery in any form or manner unless medically required).
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 nominee or 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 accidental 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/ Insured Person's return to India. In case of the unfortunate accidental death of the Insured/ Insured Person, the compensation shall be paid in Indian Currency in India to the nominee or legal representatives. 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, his/ her nominee or legal representatives, as the case may be, the sum or the sums as set forth in the Table of Benefits below:

Table of Benefits	Percentage of Sum Insured payable as compensation
1. Accident Death	100%
2. PTID - 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>• The disablement occurs within one year of accident</li> <li>• The disablement must be confirmed and claimed for prior to the expiry of a period of 3 months since occurrence of the disablement</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 accidental death.
5. Any other claim after a claim for accidental 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/ Insured Person is flying as a Fare Paying passenger in a multi engine, commercial aircraft.
7. Payment of compensation in respect of accidental 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/ insured person committing any breach of law with criminal intent or participating in an actual or attempted felony, riot, crime, misdemeanour 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 unless specifically covered and duly mentioned in the policy schedule

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, maternity 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/ 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 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 as 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 as 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 Medical Practitioner or a panel of doctor of the company or Emergency Assistance Service Provider.
4. In the event of permanent disablement, the Insured/ Insured Person will be under obligation:
  - a. To have himself/herself examined by the Medical Practitioners appointed by the Company/ Emergency Service Provider and the Company will pay the costs thereof.
  - b. To authorize Medical Practitioner 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/ 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 and Permanent Total Disability- Common carrier

#### Coverage

The Company will pay compensation up to the limit of the Sum Insured for this benefit as specified in the Policy Schedule if accidental injury to the Insured/ 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 also not apply while the Insured/ Insured Person is riding in or on, or boarding or alighting from, any civilian aircraft that does not hold a current and valid Airworthiness Certificate and/ or is piloted by a person who does not hold a current and valid certificate of competency of a rating authorising him to pilot such aircraft.

The term "Airworthiness 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 a 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 where the Insured/ 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 Medical Practitioner, will provide:

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

It also provides for cost of return fare for the Insured/ Insured Person to visit his/ her native place in India, in the unfortunate event of the immediate family member (spouse, dependent children or 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 be as per the coverage and the limits of Sum Insured 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**

In the event the Passport belonging to the Insured/ 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 limits as specified in the Policy Schedule.

This Section also provides reimbursement of actual expenses necessarily and reasonably incurred in connection with obtaining/ replacing the stolen travel documents/ tickets and travellers cheques up to the limit of Sum Insured for this benefit, if such documents/tickets/ travellers 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, 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 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(s) 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 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 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 along 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. Losses arising from any delay, detention, confiscation by the customs officials or other public authorities.
3. Any exclusion mentioned in the "General Exclusions" section of this Policy.

### **Special Conditions**

1. The benefit under this section is aimed at paying or reimbursing the 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 a 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 - Personal Liability**

#### **Coverage**

The Company shall indemnify the Insured/ Insured Person towards legal liability of the Insured/ 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/ 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/ 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, 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/ Insured Person 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 at the Company's sole discretion.
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 defence 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 XI – Bail Bond Coverage**

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

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 Service Provider to the Judicial Authority/ Court directly on behalf of the Insured, 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 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, and all costs reasonably incurred by the Company in such behalf.

In case of accidental death of the Insured, at the first instance, the immediate family member, and in case, where there is no immediate family member, the 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 death) for the release of the bail amount to Emergency Service Provider. In case they fail to do so, it is hereby agreed that the Company would

have full right and authority to recover the bail amount from the estate of the Insured, or the parents/guardians of the Insured, and if applicable, the Sponsor.

The amount will be refunded to the Company or Emergency Service Provider by the Court with whom 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 Service Provider. If the Court imposes any penalty or fine on the Insured at the time of interim order or final judgment, then in that case the Insured 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 Service Provider.

### **Section XII -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/ Insured Person, as the case may be, towards claims 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.

#### **Exclusions**

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

### **Section XIII - Study Interruption**

#### **Coverage**

The Company shall pay the Insured, in the event of study interruption, compensation as stated in the Policy Schedule subject to the Special Conditions below

#### **Special Conditions**

The study interruption would deem to arise on the following grounds, which may lead the Insured/ Insured Person to discontinue his/ her studies for the remaining part of the current semester for which Tuition has already been paid:

1. In the event of Hospitalization of the Insured/ Insured Person for more than one consecutive month for either a disease, illness or injury or in the case of terminal sickness or in the case of a medical repatriation, or
2. In case of death of any one immediate family member (limited to spouse, dependent children and parents) or of the Sponsor during the Policy period.

In such an event of Study Interruption, the Company shall, reimburse the Insured/ Insured Person, the Tuition fees which has already been advanced to the educational institution less possible/actual refunds up to the amount stated in Policy Schedule.

In the event of a claim, the Insured/ Insured Person shall make a request to the institution, in writing, seeking a written response towards any amount due to the Insured by way of refunds, both of which shall be required to be provided to the Company. Only the figures shown on an official invoice(s) from the institution for payment of said Tuition Fees in conjunction with the refund statement, if any, shall be used for calculating any payment by the Company. The benefit under this Policy is however, limited to the limits as specified in the Policy Schedule.

#### **Exclusions**

This Section does not cover any other loss, directly or indirectly, in whole or in part, including loss caused by or resulting from any hospitalisation or trip arising due to:

1. Routine physical check up and/ or any expenses related thereto;
2. A trip, the purpose of which was to obtain medical care;
3. Cosmetic or plastic surgery except medically required as part of treatment for accidents and burns,
4. Elective surgery;
5. Any treatment provided by a family member;
6. Specific named hazards, hand gliding, mountaineering, rock climbing, sky diving, professional or amateur racing and piloting an aircraft;
7. Accidents due to mental disorders or disturbances of consciousness, stroke, fits or convulsions which affect the entire body and pathological disturbances caused by the mental reaction to the same;
8. Damage to health caused by curative measures, radiation, infection, poisoning except where these arise from an accident;
9. Any claim which arises out of an accident connected with the operation of an aircraft or which occurs during parachuting except when the Insured is flying as a passenger on a multi engine, commercial aircraft;
10. Any claim due to pregnancy or childbirth, venereal disease or infirmity;
11. Simultaneous claims under 'study interruption' and 'sponsor protection' is not permitted.
12. Any exclusion mentioned in the 'General Exclusions' section of this Policy.

#### **Section XIV - Sponsor Protection**

##### **Coverage**

In the event of death of the Insured's Sponsor named in the Policy Schedule, who pays the Tuition Fees to the institution abroad on behalf of the Insured for his/ her education in the Institution abroad, the Company shall reimburse the Insured the Tuition Fees to be incurred by him/ her for the remaining period of his/ her education in the Institution abroad, up to the limits as specified in the Policy Schedule, subject to the Special Conditions mentioned below.

##### **Special Conditions**

A Sponsor can be either of the parents of the Insured or any relative of the Insured or other person.

The benefit under this Section is limited only to the reimbursement of tuition fees for the remaining period of the education of the Insured in the Institution abroad which has been paid by the Insured himself/ herself, following the unfortunate death of the Sponsor due to an injury. No reimbursement can be claimed by the Insured as a benefit under this Section in case the tuition fees have been paid in advance by the Sponsor for the whole of the period of education.

The benefit would be payable by the Company upon submission of an official Death Certificate of the Sponsor and a statement from a Medical Practitioner (not to be a relative or spouse of the Insured or the Sponsor) stating cause of death, as proof of death, of the Sponsor.

Simultaneous claims under 'study interruption' and 'sponsor protection' is not permitted.

In the event of a claim, only the figures shown on official invoice(s) from the educational institution and voucher(s) towards payment of the said Tuition fees shall be used for calculating any payment by the Company.

##### **Exclusions**

This benefit does not cover any other loss, directly or indirectly, in whole or in part, caused by or resulting from any exclusion mentioned in the 'General Exclusions' section of this Policy.

#### **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:

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/ 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. However, medical expenses for injuries during inter-collegiate sports will also be covered if the same has been specifically agreed for and specified in the Policy Schedule. Such expenses shall be treated as any other medical expenses for treatment of injury due to an accident and shall be subject to the terms and conditions mentioned in the Policy
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. Naturopathy treatment.
12. 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	Convenience 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 Physician
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 prescribed medical pharmaceuticals payable)	Payable if prescribed by Physician
161	Digestion gels	Payable if prescribed by Physician
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 Physician
166	Lozenges	Payable if prescribed by Physician
167	Mouth paint	Payable if prescribed by Physician
168	Nebulisation kit	Payable
169	Novarapid	Payable if prescribed by Physician
170	Volini gel/ analgesic gel	Payable if prescribed by Physician
171	Zytee gel	Payable if prescribed by Physician
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 (APPLICABLE TO ALL BENEFITS UNDER THIS POLICY)

1. The Policy start date shall be on or before the trip start date as defined under 'Period of Insurance'.
2. The Insured/ 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.
3. 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.
4. 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.
5. 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.
6. 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 costs towards any such 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.
7. Transfer and Set-off of Claims:
- 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.
  - 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.
  - Claims to the insurance benefits may be neither pledged nor transferred by the Insured/ Insured Person.
8. No sum payable under this Policy shall carry any interest/penalty.
9. 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.

## 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:

Sno	Scenarios	Before Policy Start Date	After Policy Start Date
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
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**5. Loadings**

On change of the occupation/course, we shall be informed of the same. We will revert to insured with the 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 and other travel 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/course, trip duration, country and location of travel, university details, duration of study 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. Records to be maintained**

The Insured/ Insured Person shall keep an accurate record containing all relevant particulars and shall furnish such information as the Company may require.

**10. 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

**11. 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.

**12. 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, his/her nominee or legal representatives, 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)

**13. Special Provisions**

Any special provisions subject to which this Policy has been entered into and endorsed in the Policy or in any separate instrument shall be deemed to be part of this Policy and shall have effect accordingly.

**14. 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.

#### **15. 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.

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

#### **16. 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.

#### **17. 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.

#### **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 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 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 provision of this condition will not be applicable for the benefit option under the Personal Accident and Accidental Death and Permanent Total Disability 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 Condition shall not be applicable to Personal Accident, Accidental Death and Permanent Total Disability Sections.

#### 21. Multiple Policy

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 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

#### 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 herein, 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 cancelling 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.

Insured(s) can cancel the Policy before the commencement of the Risk Period and only if they have not made any claims under the Policy. 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 policy extension.

#### 24. Termination/ Cancellation

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 or non-cooperation of the Insured/ Insured Person in implementing the terms and conditions of this Policy in which case, 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.

Policy Period	Rate Of Premium to be retained
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

Termination of the Policy at a date earlier than the policy end date can be done only if the Insured/ Insured Person returns back to the Republic of India earlier than the policy end date. Refund of premium for the days between the return date to the Republic of India and the policy end date will only be given if the same is for a minimum of 10 days. 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 the policy, no

premium will be refunded 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**

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. Extension of the Policy**

The Company offers the policy extension till the insured attains age of 40 years provided extension request is received before the expiry date of running policy

The duration of the insurance can be extended further, if the course duration is beyond 2 years subject to above age limit., 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 person 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.

The Company may vary the 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, after the policy expiry, 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 offers extension of same plan/ Sum Insured till the insured attains the age of 40 years. However at the time of extension, insured can enhance up to next available sum insured slab, subject to no claim in the previous policy and Good Health Declaration

## 29. 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.

## 30. Customer Service

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

### 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, AHMEDABAD-380 014. 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, 2nd Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, BHOPAL (M.P.)-462 023. Tel.:- 0755-2569201, Fax : 0755-2769203 Email: <a href="mailto:bimalokpalbhopal@airtelmail.in">bimalokpalbhopal@airtelmail.in</a>	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Shri B. P. Parija (Ombudsman), Insurance Ombudsman, Office of the Insurance Ombudsman, 62, Forest Park, BHUBANESHWAR-751 009. Tel.:- 0674-2596455, Fax : 0674-2596429 Email: <a href="mailto:ioobbsr@dataone.in">ioobbsr@dataone.in</a>	Orissa
CHANDIGARH	Shri Manik Sonawane (Ombudsman), Insurance Ombudsman, Office of the Insurance Ombudsman, S.C.O. No.101-103, 2nd Floor, Batra Building, Sector 17-D,	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir,

	CHANDIGARH-160 017. Tel.:- 0172-2706468, Fax : 0172-2708274 Email: <a href="mailto:ombchd@yahoo.co.in">ombchd@yahoo.co.in</a>	UT of Chandigarh
<b>CHENNAI</b>	Insurance Ombudsman, Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI-600 018. 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, NEW DELHI-110 002. 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", 5th Floor, Near Panbazar Overbridge, S.S. Road, GUWAHATI-781 001 (ASSAM). 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, 1st Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, HYDERABAD-500 004. 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, ERNAKULAM-682 015. 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, Kolkatta - 700 072. 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, 6th Floor, Nawal Kishore Road, Hazaratganj, LUCKNOW-226 001. 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), MUMBAI-400 054. Tel : 022-26106928, Fax : 022-26106052 Email: <a href="mailto:ombudsmanmumbai@gmail.com">ombudsmanmumbai@gmail.com</a>	Maharashtra, Goa

## Claims Procedure

1. In respect of claims payable under this policy, the Company may settle claims either in the form of cashless treatment or by reimbursement of the claim amount to the Insured, at its sole discretion. Cashless treatment facility cannot be demanded by the Insured as a matter of right. The cashless facility will be provided only in respect of network providers
2. 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.
3. In the event of an accident or sudden illness which is likely to give rise to a claim under this Policy, the Insured Person or his/her representative shall immediately contact the Emergency 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.
4. The first call will have to be made by the Insured Person or his/her representative giving his/her contact number and subsequent calls will be made by the Service Provider at the contact number given by the Insured Person.
5. The Insured Person or his representative shall provide to the Emergency 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 Service Provider shall assist the Insured Person in getting admitted in to a hospital/ getting treatment from a Medical Practitioner as an outpatient.
6. 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 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 Service Provider and request them to contact them.
7. 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 Service Provider
8. If proper intimation is given, the Emergency 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 Service Provider on behalf of and for the account of the Company. The Insured Person shall release Medical Practitioners/hospital contacted by Emergency Service Provider from their duty not to disclose information about his/her case.
9. 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 Service Provider.
10. Where no information is given to Emergency 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 Service Provider. After examining the facts and establishing the liability, in consultation and with the approval of the Company Emergency 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.

11. Reimbursement of all claims by the Emergency 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.
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 Service Provider
13. 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.
14. 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 Service Provider.
15. 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 Service Provider
16. 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.
17. Claims for reimbursement shall be submitted to the Company OR Emergency 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.
18. The Insured and the Insured Person shall provide Emergency 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 Service Provider / the Company proof shall be furnished of the actual commencement of the trip abroad.
19. If requested to do so by Emergency Service Provider / the Company, the Insured Person and/or the Insured shall authorise Emergency 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.
20. If requested to do so by Emergency Service Provider / the Company, the Insured Person is obliged to undergo a medical examination by a Medical Practitioner designated by Emergency Service Provider / the Company for the purpose of settlement of claims only The costs towards any such medical examination shall be borne by the Company
21. In case of any claim under Personal Liability, Legal Expenses or Bail Bond proof of judicial decision rendered by a Court of Law will be required.
22. 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 Service Provider. Such a claim will be settled only in India in Indian rupees.
23. 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
  - a. Certificate from the Hospital and attending doctor
  - b. Discharge summary from the hospital explaining the disability
  - c. Police report on the accident if any
  - d. Hospital bills
- ii. In case of a death claim
  - a. Police report on the accident, if any
  - b. Death Certificate
  - c. Post Mortem report
- iii. In case of baggage loss claim
  - a. Duly completed claim form
  - b. Copy of the complaint filed with airline authorities
  - c. Property Irregularity Report/ Certificate from airline authorities that baggage has been lost
  - d. Copy of passport, visa with entry and exit stamp
- iv. In case of baggage delay claim
  - a. Duly completed claim form
  - b. Copy of the complaint filed with airline authorities
  - c. Property Irregularity Report/Certificate from airline authorities that baggage has been delayed from more than the specified hours
  - d. Vouchers/Bills for toiletries, medication and clothing
  - e. Copy of passport, visa with entry and exit stamp
- v. Medical Emergency
  - a. Claim form duly signed along with attending Medical Practitioner's statement
  - b. Discharge summary
  - c. Hospital final bill
  - d. Attending Surgeon's/Medical Practitioner's Prescription advising hospitalization
  - e. Surgery/consultation bills and receipts
  - f. Operation theatre
  - g. Medicines bill with doctors prescription
  - h. Others if any
  - i. Copy of passport, visa with entry and exit stamp
- vi. Loss of Passport
  - a. Duly completed claim form
  - b. Receipts for obtaining duplicate passport / travel documents
  - c. Copy of new passport, return tickets, previous passport (if available).
  - d. Certificate issued by embassy of India; stamps, cost of a professional account or solicitor (Excluding any transportation involved in getting duplicate passport.)
- vii. Dental Expenses
  - a. Claim form duly signed along with attending Medical Practitioner statement
  - b. Original documents of Doctor's medical report, admission and discharge cards, and prescriptions
  - c. Original bills, vouchers, reports and payment receipts stating the details of the tooth treated and the treatment performed
  - d. Copy of X-ray, pathological and investigative reports
  - e. Copy of passport, visa with entry and exit stamp

## Schedule of Benefits

Section	Particulars of Benefit	Standard	Silver	Gold	Platinum	Deductibles
		Sum Insured in US\$				
I	Medical Expenses, including coverage(s) mentioned in Cover I	100000	200000	300000	500000	100
II	Dental Treatment Expenses	500	500	750	750	50
III	Personal Accident	25000	30000	30000	30000	Nil
IV	Accidental Death and Dismemberment - Common Carrier	1000	3000	3000	3000	Nil
V	Daily Allowance in case of Hospitalisation	100 per day for 8 days after 2 days	250 per day for 8 days after 2 days	400 per day for 8 days after 2 days	600 per day for 8 days after 2 days	Nil
VI	Compassionate Visit	5000	7500	10000	10000	Nil
VII	Loss of Passport and documents	125	125	250	250	25
VIII	Total loss of checked baggage	1000	1000	1000	1250	100
IX	Delay of checked baggage	100	100	100	125	8 hours
X	Personal Liability	100000	100000	100000	125000	200
XI	Legal expenses	100	100	200	300	Nil
XII	Bail Bond	1000	5000	5000	7500	50
XIII*	Study Interruption	10000	10000	10000	12500	Nil
XIV*	Sponsor Protection	10000	10000	10000	12500	Nil

\* Simultaneous claims under 'study interruption' and 'sponsor protection' are not permitted

The following Optional covers are available only if the same are specifically mentioned in the Policy schedule

Sno	Add-on covers	Standard	Silver	Gold	Platinum	Deductibles
		Sum Insured in US\$				
1	Treatment of Mental and Nervous Disorders including Alcohol and Drug Dependency	Nil	Nil	1000	1250	Nil
2	In-patient medical expenses related to pregnancy/childbirth (after a waiting period of 10 months)	Nil	Nil	500	1000	Nil
3	Medical expenses for inter-collegiate sports injuries	Nil	Nil	1000	1250	Nil
4	Cancer screening and mammographic examinations	Nil	Nil	1500	2000	Nil
5	Cover in respect of new born baby less than 90 days in case of emergency hospitalisation	Nil	Nil	Nil	100 per day for a max. of 10 days (if the child is hospitalized for more than 2 days for any ailment)	Nil
6	Chiropractic Treatment related to disease/illness/injury requiring outpatient/inpatient care	Nil	Nil	1000	1250	Nil
7	Outpatient Physiotherapy (Physiotherapy related to disease/illness/injury requiring outpatient/inpatient care)	Nil	Nil	500	1000	Nil
8	Skilled nursing facility related to disease/illness/injury requiring outpatient/inpatient care	Nil	Nil	500	1000	Nil