

Leisure Travel Insurance * Policy Wordings

* filed as Chola MS Overseas Travel Protection Plan

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

Section A: Definitions

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

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

13) **Hijack** means the unlawful seizure or wrongful exercise of control of an aircraft or other Common Carrier, or the crew thereof, in which the Insured is traveling as a fare-paying passenger.

14) **Hospital** means an institution which:

a) is properly licensed under the laws of the Overseas country (in areas where licensing facilities are not available, the institution must be one recognized in the locality as a hospital and must satisfy b) to d) inclusive below);

b) is primarily engaged in providing scientifically recognized and proven diagnostic, medical and surgical facilities and services for the care and treatment of injured or sick persons on an inpatient basis, and is not an institution which is primarily a rest or convalescent facility, a place for custodial care, a facility for the aged or alcoholics or drug addicts or for the treatment of mental disorders;

c) employs Doctors and qualified nursing staff who are permanently available on the premises to provide necessary medical care and attention to patients on a 24-hour basis;

d) Maintains daily medical records for each of its patients.

15) **Hospitalisation or Hospitalised** shall mean the Insured's admission into a Hospital for a continuous period of at least 24 hours.

16) **Illness** means a condition affecting the general well being and health of the body or an affliction of the bodily organs having a defined and recognized pattern of symptoms that first manifests itself Overseas and which requires treatment by a Doctor. It does not mean any mental illness (a mental or bodily condition marked primarily by sufficient disorganization of personality, mind, and emotions to seriously impair the normal psychological, social, or work performance of the individual) regardless of its cause or origin.

17) **Indian Administrator** means the person or organization named in the Schedule who has been appointed by the Insurer to provide administrative services on its behalf of and at its direction.

18) **Injury** means bodily injury caused solely and directly by violent, accidental, external and visible means and occurring during the Insured Period. For the avoidance of doubt, the definition of Injury does not extend to the non-physical consequences (such as mental, nervous or emotional disorders, depression or anxiety) of any Accident and these are specifically agreed to be excluded for the purposes of this Policy.

19) **Insured** means the person(s) named in the Schedule, their permanent place of residence is in India and they are aged up to 70 at the time of commencing travel overseas. Under the Senior citizen Plan, the maximum age is relaxed up to 80 years.

20) **Insurer** means Cholamandalam MS General Insurance Company Limited.

21) **Limit of Indemnity** means the amount stated in the Schedule against each cover in force, which represents the maximum liability of the Insurer for any and all claims made during the Policy Period [regardless of the number of Insureds or the Insuring Parts under which a claim is advanced] OR [per Insured].

22) **Market Value** means the value at which the property insured can be replaced with one of same kind, type, age and condition.

23) **Medical treatment Expenses** means medical expenses reasonably necessary at that time to protect life caused by Illness or Accidental Bodily Injury and that do not exceed the usual charge for similar treatment or services in the locality where the treatment or services have been obtained for:

a) Out-patient treatment, provided the same is critical and cannot be deferred till the Insured's return to India;

b) In-patient treatment in a Hospital local to the temporary residence of the Insured or the nearest suitable Hospital;

c) Necessary medical aids prescribed by a Doctor;

d) Radiotherapy, heat therapy or photo therapy and other such treatment prescribed by a Doctor;

e) Costs of transportation by a recognized emergency services for medical attention at the nearest Hospital or from the nearest available Doctor prior to Hospitalisation;

f) Costs of being transferred to a special clinic if this is medically necessary and prescribed by a Doctor;

g) Medically proven procedures;

h) Life saving unforeseen emergency measures, provided to the Insured by the Physician for Disease/accident arising out of a pre-existing condition. The treatment for these emergency measures

would be paid till the Insured becomes medically stable. All further costs to maintain medically stable state to prevent the onset of ailment would have to be borne by the insured.

24) **Overseas** means the Insured's visit to the countries named in the Schedule (excluding India, the Insured's country of citizenship, and countries subject to travel and other restrictions imposed by the Government of India at any time) during the Policy Period for the travel days specified in the Schedule.

25) **Overseas Administrator** means the person or organization named in the Schedule who has been appointed by the Insurer to provide administrative services on its behalf of and at its direction.

26) **Policy** means the proposal, this policy document and the Schedule, which means the schedule attached as the Insurer may amend it from time to time.

27) **Policy Period** means the period between the Risk start date and Risk end date specified in the Schedule including both days and according to Indian Standard Time (IST). The Scope of the Cover applies upon crossing the international border of the Republic India, except in case of Personal Accident - Domestic or Trip cancellation, wherein it applies within the limits of Indian borders only.

28) **Pre-existing** means any Injury or Sickness and/or related conditions for which the Insured received medical advice or treatment, or to the best of his knowledge and belief was aware existed prior to the Risk Start date.

29) **Proposer** means the person named in the Schedule.

30) **Residence** means the place in India where the Insured is living in the normal course and shall be the place, which is specified in the Policy Schedule.

31) **Sum Insured** means the amount stated in the Schedule against each Cover, which shall be the Insurer's maximum liability for any one claim and in the aggregate for all claims [per Insured] during the Policy Period.

32) **Trip** means planned journey, which starts and ends in India to a destination(s) outside India as mentioned in the policy schedule during the policy period except where it is for emigration purpose.

33) **Valuables** means gold or silver or any precious metals or articles made from any precious metals, cash, currency (Indian or foreign), watches or jewellery or precious stones or models or coins or curios, sculptures, manuscripts, stamps, collections of stamps, rare books, medals, moulds, designs or any other collectibles, deeds, ATM cards, credit cards, charge cards, bonds, bills of exchange, bank notes, treasury or promissory notes, cheques, money, securities, or any other negotiable instrument.

Section B: Scope of Cover

Cover 1. Medical Treatment Expenses

If the Insured is first diagnosed with an Illness or suffers Accidental Bodily Injury while Overseas, which requires immediate medical attention, then the Insurer will indemnify the Insured for the amount up to the Limit of Indemnity for Medical Treatment Expenses incurred in a Hospital taken Overseas.

The Insurer's liability to make payment is only in excess of the Deductible.

This cover will also include following:

Cover 2 - Repatriation of Mortal Remains: If the Insured dies Overseas due to an Illness or Accidental Bodily Injury, then the Insurer will pay up to the Limit of Indemnity towards the cost of transporting the Insured's remains to India or for the costs of a burial in the Overseas country. The Limit of Indemnity under this benefit will be a sub-limit to the Limit of Indemnity under the Medical Treatment Expenses cover.

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

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

Exclusions

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

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

Procedure for making a Claim under Medical Treatment Expenses

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

- a) If the Insured suffers Accidental Bodily Injury or is diagnosed with an Illness which gives rise to or may give rise to a claim:
 - i) give the Overseas Administrator notice of a claim and expeditiously give or arrange for the Overseas Administrator to be provided with any and all information and documentation in respect of the claim and/or the Insurer's liability for it that may be requested by the Insurer or the Overseas Administrator;
 - ii) obtain the Overseas Administrator's preauthorization for any medical treatment, which preauthorization shall specify the treatment authorised; the place at which it has been authorised, and any other condition applicable to either.
 - iii) if Illness or Accidental Bodily Injury requires an Insured's immediate Hospitalisation so as to avoid a material risk to the Insured's life or health, and as a result the Insured is unable to obtain preauthorization provided that the Overseas Administrator is given notice of the Insured's Hospitalisation as soon as reasonably practicable, and the terms under i) & ii) are complied with as soon as the material risk to the Insured's life or health has passed.
- b) If the requirements of a) have been satisfied in all respects, then the Overseas Administrator shall settle the amounts payable directly with the service provider for and on behalf of the Insurer. (However, in respect of out patient Medical Expenses the overseas Administrator shall settle the amount payable directly with the service provider for and on behalf of the Insurer only if the amount payable exceeds US \$ 400. Where the amount payable is less than US \$ 400, the procedure in c) shall apply.)
- c) If the requirements of a) (ii) and/or a) (iii) and/or b) have not been satisfied in all respects, then a claim shall be made to the Indian Administrator within 30 days of the insured event and:

i) shall be supported by the following documentation, translated into English if necessary at no cost to the Insurer or the Indian Administrator:

- 1) original bills and vouchers bearing the name of the Insured treated, the condition treated, the individual items of medical treatment or services provided and the dates of treatment;
 - 2) prescriptions clearly showing the medicines prescribed, the price and the receipt stamp of the pharmacy;
 - 3) additionally for a claim under Medical Evacuation, a Doctor's certificate indicating the condition requiring transportation and certifying the medical necessity of the transportation;
 - 4) additionally for a claim under Repatriation of Mortal Remains, an official death certificate and Doctor's statement giving the cause of death;
- ii) any other information or documentation that the Insurer or the Indian Administrator may reasonably require;
- iii) if accepted, shall be payable within India in Indian Rupees at the exchange rate prevailing on the date of the insured event.
- d) furnish all documents mentioned in the Claim Documentation of this policy.
- e) in any case, if there is an event which would result in a claim under this policy, due notice should be given to the Overseas Administrator immediately on the Insured becoming aware of the same.

Cover 3. Dental Treatment Expenses

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

Exclusions

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

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

Procedure for making a Claim under Dental Treatment Expenses

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

- a) If the Insured suffers Accidental Bodily Injury or is diagnosed with an Illness which gives rise to or may give rise to a claim, then it is a condition precedent to the Insurer's liability that the Proposer and/or the Insured shall immediately:

i) give the Overseas Administrator notice of a claim and expeditiously give or arrange for the Overseas

Administrator to be provided with any and all information and documentation in respect of the claim and/or the Insurer's liability for it that may be requested by the Insurer or the Overseas Administrator;

ii) obtain the Overseas Administrator's preauthorization for any medical treatment, which preauthorization shall specify the treatment authorised; the place at which it has been authorised, and any other conditions applicable to either.

iii) if Illness or Accidental Bodily Injury requires an Insured's immediate Hospitalisation so as to avoid a material risk to the Insured's life or health, and as a result the Insured is unable to obtain preauthorization provided that the Overseas Administrator is given notice of the insured's Hospitalisation as soon as reasonably practicable, and the terms under i) & ii) are complied with as soon as the material risk to the Insured's life or health has passed.

b) If the requirements of a) have been satisfied in all respects, then the Overseas Administrator shall settle the amounts payable directly with the service provider for and on behalf of the Insurer. (However, in respect of out patient Medical Expenses the overseas Administrator shall settle the amount payable directly with the service provider for and on behalf of the Insurer only if the amount payable exceeds US \$ 400. Where the amount payable is less than US \$ 400, the procedure in c) shall apply.)

c) If the requirements of a) (ii) and/or a) (iii) and/or b) have not been satisfied in all respects, then a claim shall be made to the Indian Administrator within 30 days of the insured event and:

i) shall be supported by the following documentation, translated into English if necessary at no cost to the Insurer or the Indian Administrator:

1) original bills and vouchers bearing the name of the Insured treated, the condition treated, the individual items of medical treatment or services provided and the dates of treatment;

2) prescriptions clearly showing the medicines prescribed, the price and the receipt stamp of the pharmacy;

3) the bills/vouchers must give details of the tooth treated and the treatment performed and the date of treatment;

ii) any other information or documentation that the Insurer or the Indian Administrator may reasonably require;

iii) if accepted, shall be payable within India in Indian Rupees at the exchange rate prevailing on the date of the insured event.

d) furnish all documents mentioned in the Claim Documentation of this policy.

e) in any case, if there is an event which would result in a claim under this policy, due notice should be given to the Overseas Administrator immediately on the Insured becomes aware of the same.

Cover 4. Total Loss of Checked-In-Baggage

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

Terms and conditions:

a) In the event, more than one baggage is checked-in, the maximum amount payable per baggage will be 50% and per article contained in the bag will be 10% of the Limit of Indemnity.

b) For the following articles - jewellery, watches, articles consisting of silver, gold or platinum, furs, articles trimmed with or made mostly of fur the combined maximum amount payable will be 10% of the Limit of Indemnity.

c) In the event of loss of a pair/set, Insurer can repair or replace any part, to restore the pair or set to its value before the loss; or pay the difference between the cash value of the property before and after the loss.

d) The limits under this section are as mentioned in the Schedule of Benefits

e) The Insurer's liability to make payment is only in excess of the Deductible if any.

f) The Insurer liability under this cover will be limited to the travel destinations specified in the main travel ticket from India and return trip back to India during trip abroad. All halts and via destinations included in this main travel ticket will also be considered for payment under this cover.

- g) The liability of the Insurer to make payment shall not arise until liability is admitted by the airline.
- h) The Insurer's payment to the Insured will be reduced by any payment made under the cover Delay of Checked Baggage
- i) The Insurer's payment to the Insured will be reduced by any sum for which the airline is liable to make payment.
- j) The Insurer's maximum liability will not exceed the Limit of Indemnity stated in the schedule

Exclusions

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

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

Procedure for making a Claim under Total Loss of Checked Baggage

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

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

Cover 5. Delay of Checked-In Baggage

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

Terms and conditions:

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

Exclusions

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

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

Procedure for making a Claim under Delay of Checked Baggage

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

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

Cover 6. Loss of Passport

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

Terms and Conditions

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

Exclusions

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

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

Procedure for making a Claim under Loss of Passport

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

- a) Give the Indian Administrator notice of a claim and expeditiously give or arrange for the Indian Administrator to be provided with any and all information and documentation in respect of the claim and/or the Insurer's liability for it that may be requested by the Insurer or the Indian Administrator.

- b) And report the loss to the local police authorities and obtain a written report from them in relation to the loss and send it to the Indian Administrator.
- c) furnish all documents mentioned in the Claim Documentation of this policy.

Cover 7. Personal Liability

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

Exclusions

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

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

Procedure for making a Claim under Personal Liability

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

- a) Give immediate written notice to the Insurer of any claim made against the Insured or any circumstances that may give rise to a claim.
- b) Not incur any defense costs or expenses, admit liability for or settle or attempt to settle, make any admission or offer any payment or otherwise assume any contractual obligation with respect to any claim or claimant without the prior written consent of the Insurer, which shall be entitled but not obliged at any time to take over and conduct in the name of the Insured the defense and/or settlement of any claim and to appoint lawyers to represent the Insured.
- c) Provide such cooperation and assistance as the Insurer may request.
- d) furnish all documents mentioned in the Claim Documentation of this policy.

Cover 8. Personal Accident - Overseas

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

Condition	Percentage of Limit of indemnity
Accidental Death	100%
Loss of sight of both eyes	100%

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

Terms and Conditions

1. For any disability not listed in the table above, then the Insurer will pay a proportion of the Sum Insured according to the degree to which the Insured Person’s previously existing normal functional physical capacity has been impaired, which the Insured Person agrees shall be as determined by the Insurer’s medical advisors.
2. In the event of Accidental death of a minor below 18 years of age, the maximum liability of the Insurer will be US \$ 2,000
3. The limits under this section are as mentioned in the Schedule of Benefits

Loss wherever used herein means the permanent and total loss of functional use or complete and permanent severance.
 Permanent Disability means disability lasting 12 calendar months and at the end of that period being beyond hope of improvement.

Exclusions

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

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

g) any exclusion mentioned in the General Exclusions of this policy.

Procedure for making a Claim under Personal Accident - Overseas

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

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

Cover 9. Personal Accident - Domestic

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

Terms and Conditions

- 1. For any disability not listed in the table above, then the Insurer will pay a proportion of the Sum Insured according to the degree to which the Insured’s previously existing normal functional physical capacity has been impaired, which the Insured agrees shall be as determined by the Insurer’s medical advisors.
- 2. In the event of Accidental death of a minor below 18 years of age, the maximum liability of the Insurer will be INR 100,000.

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

One foot	50%
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3. The limits under this section are as mentioned in the Schedule of Benefits
4. The Insurer's liability to make payment is only in excess of the Deductible.
5. The maximum period of the cover shall be for the actual period or a period of 48 hours each for the onward/return journey and in any case not exceeding four days in all.

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

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

Exclusions

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

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

Procedure for making a Claim under Personal Accident - Domestic

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

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

Cover 10. Hijack Relief Benefit

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

Terms and Conditions

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

Exclusions

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

- a) First twelve (12) hours of the hijacking.

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

Procedure for making a Claim under Hijack Relief

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

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

Cover 11. Hospital Daily Cash

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

Terms and Conditions

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

Exclusions

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

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

Procedure for making a Claim under Hospital Daily Cash

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

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

Cover 12. Financial Emergency

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

Exclusions

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

- a) any claim not reported within 24 hours of the incident giving rise to the claim;

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

Procedure for making a Claim under Financial Emergency

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

Cover 13. Trip Cancellation

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

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

Terms and Conditions

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

Exclusions

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

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

Procedure for making a Claim under Trip Cancellation

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

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

Cover 14. Trip Curtailment

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

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

Terms and Conditions

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

Exclusions

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

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

Procedure for making a Claim under Trip Curtailment

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

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

Cover 15. Trip Delay

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

Terms and Conditions

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

Exclusions

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

- a) first twelve (12) hours of the trip delay.
- b) any delay due to Covered Hazard which was made public or known to Insured before the purchase of this policy
- c) any exclusion mentioned in the General Exclusions of this policy.

Procedure for making a Claim under Trip Delay

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

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

Cover 16. Loss of International Driving License

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

Terms and Conditions

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

Exclusions

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

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

Procedure for making a Claim under Loss of International Driving License

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

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

Cover 17. Home Burglary

If the Insured is the victim of a Burglary at the Residence which is normally occupied by the Insured in India during the period of the travel Overseas, and the address of which is stated in the policy schedule, the Insurer will indemnify the Insured up to the Sum Insured for loss of or damage to Contents therein on the first loss basis.

Terms and Conditions:

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

Exclusions

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

- a) any claim which occurs while the Residence is occupied at the time of the burglary during the Insured persons travel Overseas
- b) any loss or shortage of Valuables
- c) any loss not reported to the police station having jurisdiction at the place of loss and unless a written report is obtained from the police;
- d) any claim directly or indirectly, proximately or remotely occasioned by or which arises out of or in connection with Riot and Strike, Civil Commotion, Terrorist activities, Earthquake, Flood, Storm, Volcanic eruption, Typhoon, Hurricane, Tornado, Cyclone, tsunami or other convulsions of nature or atmospheric disturbances,
- e) any claim where any inmate or member of the Insured's Residence is involved, whether directly or indirectly, in the actual loss or where such loss may have been expedited or any way assisted or brought about by any such person or persons
- f) any exclusion mentioned in the General Exclusions of this policy.

Procedure for making a Claim under Burglary Cover

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

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

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

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

- a) any treatment if that is the sole reason or one of the reasons for the travel Overseas;
- b) any treatment which could in the opinion of the Overseas Administrator and attending Doctor be or have been delayed until the Insured's return to India;
- c) treatment by relatives;
- d) any kind of Consequential loss;
- e) War (whether declared or not), civil war, invasion, act of foreign enemies, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrest, restraint or detention,

confiscation or nationalization or requisition of or damage by or under the order of any government or public local authority or terrorism or terrorist acts. However, for the scope of the Hijack Relief only, terrorism exclusion shall stand excluded from the General Exclusions category.

- f) Any intentional, reckless or criminal act, suicide, or attempted suicide, or the use or abuse of any drugs, alcohol and the like;
- g) ionising radiation or contamination by radioactivity from any nuclear waste from combustion of nuclear fuel; or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, or asbestosis or any related condition resulting from the existence, production, handling, processing, manufacture, sale, distribution, deposit or use of asbestos, or asbestos products;
- h) Participation in naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy whether foreign or domestic;
- i) any loss of which a contributing cause was the Insured's actual or attempted commission of, or willful participation in, an illegal act or any violation or attempted violation of the law or resistance to arrest;
- j) HIV, AIDS and all related medical conditions.
- k) Any condition after the point at which it is certified by the attending Doctor to be of such a nature that further medical treatment may serve to stabilise or maintain it but is unlikely to result in a material improvement within a reasonable timeframe.
- l) Any claim arising out of sporting activities in so far as they involve the training or participation in competitions of professional, semi-professional or amateur sportspersons, unless declared beforehand and necessary applicable premium paid.

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

1. The entire scope of cover applies to sea / cruise travel as well, if undertaken for leisure purposes.
2. For Short-term travel and Annual Multi-trip the minimum age of the Insured shall be 3 months and 18 years respectively maximum age shall be 70 years. Age shall be computed as on the Risk Start Date.
3. The maximum number of travel days that may be insured, under the policy, shall be 360 days. Provided that for an Insured being up to the age of 60 years, the maximum initial trip duration shall not exceed 360 days, and for an Insured being more than 60 years of age, the maximum initial trip duration shall not exceed 180 days.
4. For the Annual Multi-trip policy, please refer to the Policy schedule for the maximum trip duration for each and every trip.
5. Extension of policy during the duration of the trip can only be done more than once, shall comply as per the underwriting guidelines of the insurer at that time, and at the sole discretion of the Insurer. The insured shall submit
 - a) a declaration of good health and that the Insured is unaware of any health condition which could result in a claim during the extension period
 - b) that the Insured has not filed any claim till date of request
 - c) the request for extension (minimum 5 days prior to original expiry) and applicable premium is received before the extension date of the policy.
6. The premium payable for the extension of the policy during the trip duration shall be the premium payable for the overall trip duration (including the extension) less the initial premium already paid.
7. Deductible will be applicable for each separate incident reported for claims payment, even though the claim may be registered under the same benefit more than once.
8. Risk 1: Implies Professional, semiprofessional or amateur sportsmen. Sports person participating in games not requiring physical exertion of a nature other than normally required {e.g. chess, snooker, caroms] are excluded from this loading. Such excluded person will fall in the normal risk category.
Risk 2: Implies Participation in dangerous sports of any kinds whether for leisure or otherwise, during the overseas travel. Examples of dangerous sports include but are not restricted to parachuting, hang-gliding, bungee-jumping, circus activities, polo, racing (any kind), shipping, diving, mountaineering necessitating use of ropes.

9. Policy is applicable for one-way travel also, including immigration travel with the condition that the maximum duration of coverage will be 120 days.

10. Reasonable Precautions: The Insured shall take all reasonable precautions to prevent injury, illness and disease in order to minimize claims. Failure to do so will prejudice the Insured's claim under this policy.

11. Provision of Information: The Insured shall provide the Insurer with the details of the trip and other information (as may be required by the Insurer from time to time) about the Insured in advance.

12. Claims Settlement

a) If the procedure stated is complied with, the Indian Administrator or the Overseas Administrator, as the case may be, will guarantee to the service provider the costs of hospitalisation, transportation for emergency services, transportation home for Insured and any covered accompanying person, transportation of the mortal remains, local burial and financial emergency assistance. All costs will be directly settled by the Indian Administrator or the Overseas Administrator on the Insurer's behalf and the same shall constitute due discharge of the Insurer's obligations hereunder.

b) If the service provider does not accept the guarantee of payment from the Indian Administrator or the Overseas Administrator, the Insurer cannot be held liable for the same. The cost will then have to be borne by the insured. The Insurer or the Indian Administrator or the Overseas Administrator on submission of required documents will then reimburse these costs.

c) Reimbursement of all claims (except claims under financial Emergency Assistance) will be made by the Indian Administrator in Indian Rupees at the exchange rate specified by the reserve bank of India, as applicable on the date the amount is billed. Claims under Financial Emergency Assistance shall be settled/ arranged directly to the Insured, whilst abroad, by the Overseas Administrator.

13. Claim Documentation:

a) Duly filled Claim form with the documents as indicated.

b) The original ticket / boarding pass or a copy of the passport indicating the travel dates must be submitted with every claim, along with the completed claims form.

c) For Medical treatment expenses - Please attach Doctor's reports, Original-admission / discharge card, Original bills / receipts / with prescriptions and diagnostic / investigative reports, Copy of passport / visa with entry & exit stamp and copy of the ticket and boarding pass.

d) Bills/vouchers/reports/discharge summary must mention the name of the person treated, the type of illness, details of the individual items of medical treatment provided and the dates of treatment. Prescriptions must clearly show the medicines prescribed. /the pharmacy bills must clearly show the price and the receipt stamp of the pharmacy.

In the case of dental treatment, the bills/vouchers/ reports must give the details of the tooth treated and the treatment performed. Treatment taken on different dates for separate ailments will be treated as separate claims. The claims form should clearly indicate the same and supporting should be provided for each one. Deductible will apply for each claim separately.

e) For reimbursement of the costs of transporting the mortal remains to the India or of the costs of burial abroad, an official death certificate and a physician's statement form relations or spouses will not be accepted. Original bills/ receipts of the expenses incurred need to be submitted also.

These would be paid as per the usual and customary charges incurred for the same.

f) For reimbursement of expenses of Medical Evacuation / Transportation on Insured to the Republic of India, a medical statement from a qualified & registered medical practitioner indicating the cause of illness and the necessity of the transportation needs to be submitted. Medical statements form relations or spouses will not be accepted. Original bills/ receipt of the expenses incurred need to be submitted also. These would be paid as per the usual and customary charges incurred for the same.

g) Dental Treatment Expenses - Please attach Doctor's reports, Original admission / discharge card, Original bills / receipts / with prescriptions and diagnostic / investigative reports, Copy of passport / visa with entry & exit stamp and copy of the ticket and boarding pass.

h) Total Loss of Checked-In Baggage - Please attach the details of individual items lost, approximate cost and purchase date, Copies of baggage tags, Copies of correspondence with airline authorities / PW / LT / 01 - Policy Wordings of Leisure Travel - Rev : 1.0 - 01-April-2010

others about loss of checked baggage, along with details of compensation received from airlines / other authorities (if any), Property Irregularity Report (obtained from airline), Copy of the passport / visa with entry & exit stamp, Adequate proof of ownership in excess of the Indian rupee equivalent of US \$ 100 for loss/delay of checked-in baggage will need to be submitted.

- i) Delay of Checked-in Baggage - Please attach the details of items purchased during the delay period, Copies of baggage tags, Copies of correspondence with airline authorities certifying the delay, along with details of compensation received from airlines / other authorities (if any), Property Irregularity Report (obtained from airline), Original bills/ receipts / invoices connected to expenses incurred / purchases made during the delay period, Copy of the passport/visa with entry & exit stamp.
- j) Loss of Passport - Please attach Copy of new passport, Copy of previous passport (if available), Original bills / invoices of expenses incurred for obtaining a new passport, Copy of FIR / police report.
- k) Loss of International Driving License - Please attach Copy of new International Driving License, Copy of previous International Driving License (If available), Original bills / invoices of expenses incurred for obtaining a new International Driving License, Copy of FIR / police report.
- l) Personal Accident - Overseas: Please attach Police report, Post Mortem Report, Death certificate, Medical report in the enclosed format, Certificate from treating Doctor for Permanent Disability.
- m) Personal Liability - Please attach the Judgment of the Court
- n) Financial Emergency - Please attach the Police report
- o) Hijack Relief - Please attach the copy of passport / visa with entry & exit stamp (if any), copy of the ticket and boarding pass, the police report with details such as the passport number of the Insured & period of hijacking, newspaper report (if available)
- p) Trip Cancellation or Trip Curtailment - Please attach the details of expenses incurred, Original bills of expenses incurred due to cancellation, Copies of cancellation correspondence with airline authorities, hotel, car rental and tour operator certifying the cancellation, along with details of compensation received from airlines / other authorities (if any), Copy of ticket & boarding pass (if any), Copy of the passport / visa with entry & exit stamp (if any), Proof of the reason for cancellation like Death certificate etc.
- q) Trip delay - Please attach the details of items purchased during the delay period, Original bills of purchases made / expenses incurred during the period of delay, Copies of correspondence with airline authorities certifying the delay, along with details of compensation received from airlines / other authorities (if any), Copy of ticket & boarding pass, Copy of the passport / visa with entry & exit stamp.
- r) Personal Accident - Domestic: Please attach Police report, Post Mortem Report, Death certificate, Medical report in the enclosed format, Certificate from treating Doctor for Permanent Disability.
- s) Home - Burglary Please attach Police report.
- t) Any other documents that the Insurer requires from the Insured to process the claim may be asked for. If the Indian Administrator or the Overseas Administrator or the Insurer request that bills / vouchers in a foreign language be accompanied by an appropriate translation then the costs of such translation must be borne by the Insured.

14. Obligations of the Insured:

- a) All Claims must be submitted to Indian Administrator or Overseas Administrator not later than one (1) month after the return date or (Risk End date) or the completion of the treatment or transportation home, or in the event of death, after transportation of the mortal remains/ burial.
- b) The Insured and each of them hereby agree to and authorise the disclosure to the Insurer (or any other person nominated by the Insurer, including the Overseas Administrator or the Indian Administrator) of any and all medical records and information held by any institution or person from which the Insured and each of them has obtained any medical or other treatment or services (medical or otherwise) to the extent reasonably required by the Insurer in connection with any claim made under this Policy or the Insurer's liability for it. The Insurer will preserve the confidentiality of any documentation and information that comes into its possession pursuant to above, and will only use it in connection with any claim made under this Policy or the Insurer's liability for it.

- c) The Insured shall provide Indian Administrator or Overseas Administrator on demand any information that is required to determine the occurrence of the Insured event or the Insurer's liability to pay the benefits. In particular, upon request, proof shall be furnished of the actual commencement date of the Trip abroad.
- d) If requested to do so by Indian Administrator or Overseas Administrator, the Insured is obligated to undergo a medical examination by a physician designated by the Indian Administrator or Overseas Administrator.
- e) Indian Administrator or Overseas Administrator is authorised by the Insured to take all measures that are suitable for loss prevention and claim minimization, which includes the Insured's transportation back to India.
- f) The Insurer shall be released from any obligations to pay the amount against any claim if any of the aforementioned obligations are breached by the Insured.

15. Transfer and set-Off of Claims

- a) If the Insured has any outstanding claims against third parties, such claims shall be transferred in writing to the Insurer up to the amount for which the reimbursement of costs is made by the Insurer in accordance with the terms hereunder.
- b) In so far as an Insured receives compensation for costs he/she has incurred either from their parties liable for damages or as a result of other legal circumstances, the insurer shall be entitled to set off his compensation against the insurance benefits payable if any.
- c) Claims to the insurance benefits maybe neither pledged nor transferred by the insured.

16. Any Amount payable under this policy shall not carry any interest/penalty.

17. Geographical scope: The insurance cover applies to all countries stated in the policy Schedule, except those countries, the citizenships of which the Insured possesses or where the Insured has a permanent place of residence.

18. In the event of the Insured's death, the Insurer or the Insurer's representatives shall have the right to carry out a post mortem/ autopsy, at the Insurer's expense.

Terms and Conditions

1. Observance of Terms & Conditions

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

2. Due Care

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

3. Entire Contract

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

4. Risk Start Date

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

5. Risk End Date

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

6. Renewal Condition

The policy will expire at the Risk End date on the Proposal Form and Policy Schedule, or Risk End Date for which premium is paid, whichever is earlier. The Single Trip Insurance is non-renewable, not cancelable and not refundable while effective. Single Trip Insurance Policy may be cancelled by the Proposer anytime before the commencement of the proposed journey and will subject to deduction of cancellation charge by the Insurer.

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

7. Payment Conditions

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

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

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

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

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

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

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

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

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

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

8. Cancellation

a) The Proposer anytime before the commencement of the proposed journey may cancel this Policy by giving notice in writing to the Insurer as long as the Proposer is able to establish to the Insurer's satisfaction that the Proposed journey has not commenced.

b) Upon cancellation, and where no claim has been reported under this policy, the Insurer shall be entitled to deduct cancellation charges according to its Cancellation Scale subject to retaining the higher of i) 25% of the premium or

ii) Rs. 250/- for Individual policies and Rs. 500/- for Annual Multi Trip policy.

c) Partial refund of the premium is not allowed in this policy. However, if the journey is not undertaken and sufficient proof is provided, the Insurer shall be entitled to deduct cancellation charges according to its Cancellation Scale subject to retaining the Rs. 250/- for Individual policies and

Rs. 500/- for Annual Multi Trip policy. Insurer will verify the original passport and ensure that the journey was not under taken before any refund of premium. This cancellation would be affected only 14 days after the Risk start date as mentioned in the schedule.

9. Notification

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

10. Arbitration

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

11. Fraud

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

12. Subrogation

Each Insured:

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

13. Governing Law

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

14. Contribution

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

15. Mis-statement of Age

If the Insured has misstated his age, all amount payable under this policy shall be adjusted to the coverage amount that would have been purchased for the premium paid. In the event the Insured has misstated his age and if according to Insured's correct age, the coverage provided by the policy PW / LT / 01 - Policy Wordings of Leisure Travel - Rev : 1.0 - 01-April-2010

would not have become effective, or would have creased prior to the acceptance of such premium or premiums, then Insurer's Liability during the policy period shall be limited to the refund, subject to deduction of cancellation charges by the Insurer, upon written request from the Insured, for the period not covered by the policy.

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

Specific Conditions

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

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

Specific Conditions

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