

**INDUSIND TRAVEL CARE POLICY SCHENGEN PLAN - POLICY WORDING**

**SECTION-1 PREAMBLE**

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

NOW THIS POLICY WITNESSETH that subject to the definitions, terms, conditions and exclusions contained, endorsed or otherwise expressed herein, the Company shall compensate, indemnify, pay and/or reimburse the Insured / Insured Person or his/her legal representatives, as the case may be, in respect of insured events occurring during the period of insurance, in the manner and to the extent set forth in this Policy.

**SECTION-2 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:

1. **"Accident"** means a sudden, unforeseen, and involuntary event caused by external, visible and violent means.
2. **"Air Travel"** means travel by an airline/aircraft for the purpose of flying therein as a passenger.
3. **"Bank Rate"** means Bank Rate fixed by the Reserve Bank of India (RBI) at the beginning of the financial year in which claims has fallen due.
4. **"Burglary"** means an act involving the unauthorized or forcible entry to or exit from the Insured / Insured person 's home in India or any attempt thereat, with intent to commit crime.
5. **"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.
6. **"Company"** means IndusInd General Insurance Company Limited.
7. **"Common Carrier"** means any scheduled commercial airline or ship or vessel operating under a license from the relevant authority for the transportation of passengers for hire.
8. **"Deductible"** means a cost-sharing requirement under this travel policy that provides that the insurer will not be liable for a specified monetary amount or for a specified number of days / hours which will apply before any benefit are payable by Insurer. A deductible does not reduce the Sum Insured.
9. **"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.
10. **"Emergency Care"** means management for a severe illness or injury which results symptoms which occur suddenly and unexpectedly, and requires immediate care by a Medical Advisor to prevent death or serious long term impairment of the insured person's death.
11. **"Family"** means the Insured, his/her lawful spouse below the age of 60 years and maximum of two (2) dependent children (including stepchildren and adopted children) below the age of 21 years.
12. **"Felony Assault"** means an act of violence against the Insured / Insured Person or a travelling companion requiring medical treatment in Hospital.
13. **"Hijack"** means any unlawful seizure or exercise of control, by force or violence or threat of force or violence and with wrongful intent, of the common carrier in which the Insured / Insured Person is travelling.
14. **"Hospital"** means any institution established for indoor care and treatment of illness and injuries and which has been registered as a Hospital or a Nursing Home with the relevant regulatory authorities. For the purpose of this definition, the term "Hospital" shall not include an establishment, which is a place of rest, a place for the aged, a place for drug-addicts or place of alcoholics, a hotel or any other like place.
15. **"Hospitalisation"** means admission in a hospital for a minimum period of 24 Inpatient care consecutive hours except for day care treatment , where such admission could be for a period of less than 24 consecutive hours.
16. **"Illness"** means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment.
17. **"Inclement Weather"** means any severe, catastrophic weather conditions which delay the scheduled arrival or departure of a common carrier but not including normal, seasonal climatic/weather changes.
18. **"Injury"** means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Advisor.
19. **"In-patient care"** means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.
20. **"Insurer"** means Company i.e., IndusInd General Insurance Co. Ltd.
21. **"Insured Person/Insured"** means the person specifically named as such in the Schedule, who has a permanent place of residence in India and for whom the insurance is proposed and the appropriate premium paid.

22. **"Insurable Event"** means an event, loss or damage for which the Insured / Insured person is entitled to benefit/s under this Policy.
23. **"Loss"** means loss or damage.
24. **"Medical Advise"** means any consultation or advice from a Medical Advisor including the issue of any prescription or repeat prescription
25. **"Medical Advisors"** are Medical Practitioners appointed by our Emergency Assistance Service Providers.
26. **"Medical Expenses"** means those expenses that an insured person has necessarily and actually incurred for medical treatment on account of illness or injury on the advice of a Medical Advisor, 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 Medical Advisor in the same locality would have charged for the same medical treatment.
27. **"Medically necessary treatment"** is any treatment, tests, medication, or stay in hospital or part of stay in a hospital which
- I. Is required for the medical management of the illness or injury suffered by the insured;
  - II. Must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
  - III. Must have been prescribed by a Medical Advisor;
  - IV. Must conform to the professional standards widely accepted in international medical practice or by the medical community in India.
28. **"OPD Treatment"** is one in which the insured/insured person visits a clinic/hospital or associated facility like a consultation room for diagnosis and treatments based on the advice of a Medical Advisor. The Insured / Insured Person is not admitted as a day care or in-patient.
29. **"Period of Insurance"** means the period from commencement of insurance cover to the end of the insurance cover or actual trip duration or full utilization of the maximum number of travel days per trip as specified in the Schedule whichever ends earlier.
30. **"Policy Period"** means the period between the start date and the end date as specified in the Schedule to this Policy or the cancellation of this policy, whichever is earlier.
31. **"Physician"** means a person who is qualified to practice medicine or is a Surgeon or an Anesthetist and has a valid license issued by the appropriate authority for the same, provided that this person is not a member of the Insured / Insured person's family.
32. **"Policy"** is the Company's contract of insurance with the Policyholder providing cover as detailed in this Policy Wordings, the Proposal Form, Policy Schedule ,Endorsements, if any and Annexures, and which form part of the contract and must be read together
33. **"Policyholder"** means the person who is the proposer and whose name specifically appears in the Schedule as such
34. **"Pre-Existing Disease"** means any condition, illness 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 36 months prior to the first policy under which the Insured Person was covered with us.
35. **"Reasonable & 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 of identical or similar services, taking into account the nature of the illness/injury involved.
36. **"Reasonable Additional Expenses"** means any expenses for meals and lodging necessarily incurred by the Insured / Insured Person as the result of a trip interruption or trip delay but does not include meals and lodging provided by the common carrier or by any other party free of charge.
37. **"Return Destination"** means the place to which the Insured / Insured Person is scheduled to return from his/ her trip.
38. **"Single Trip"** means only one trip to a destination outside of the Republic of India during the policy period, the details of which are specified in the Schedule.
39. **"Strike"** means stoppage of work (a) announced, organized and sanctioned by a labor union and (b) which interferes with the normal departure and arrival of a common carrier inclusive of work slowdowns, lockouts and sickouts.
40. **"Sum Insured"** means the maximum amount of coverage, as specified in the Schedule, that the Insured / Insured person is entitled to in respect of each benefit and as applicable under this Policy.
41. **"Schedule"** means the document attached name so and to and the forming part of this Policy mentioning the details of the Insured / Insured person/s, the Sum Insured, the period and the limits to which benefits under the Policy are subject to.
42. **"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.
43. **"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.
44. **"Traveling 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 on the same dates 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 Traveling Companion, unless the individual(s) is part of the family of the Insured / Insured Person.
45. **"Trip"** means a journey, within the Policy Period, out of the Republic of India and back, the details of which are specified in the Schedule.
46. **"Trip Duration"** means a journey undertaken within Policy Period and which commences when the passenger boards the aircraft for onward overseas journey and terminates when he disembarks on return to India or the Policy Period end date whichever is earlier.
47. **"Valuables"** mean photographic, audio, video, computer and any other electronic equipment, telecommunications and electrical equipment, telescopes, binoculars,

antiques, watches, jewelry, furs and articles made of precious stones and metals.

### SECTION-3 EXTENSION PERIOD OF INSURANCE

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

Further, in case of transportation home on the advice of Emergency Assistance Service Provider, appropriate continued treatment in India on the advice of Company/ Emergency Assistance Service Provider for the same illness / injury will be covered for a maximum of 30 days beyond this period of insurance provided the illness / injury is contracted abroad within this Period of Insurance.

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

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

### SECTION-4 SCOPE OF COVERAGE

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

#### **BENEFIT 1 - MEDICAL EXPENSES INCLUDING TRANSPORTATION, EVACUATION AND REPATRIATION OF MORTAL REMAINS**

The Company shall pay or reimburse to the Insured / Insured Person expenses incurred for availing immediate emergency medical assistance required on account of any illness / injury sustained or contracted whilst on a trip but not exceeding the Sum Insured as specified in the Schedule.

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

#### **What it covers**

In the event, the Insured/Insured Person shall contract any illness or injury during the period of insurance and if such illness or injury shall upon the written medical advice of a Medical Advisor require any such Insured/Insured Person, to incur hospitalisation within the period of insurance at any Hospital, for the medically necessary treatment of the Insured/Insured Person, then the Company will indemnify the Insured/Insured Person, for the amount of such medical expenses, which should be reasonable & customary charges, and are incurred by or on behalf of such Insured/Insured Person for in manner, for the period and to the extent of the Sum Insured as specified in this Policy. The company's total liability in aggregate for all claims paid under the policy shall not exceed the Sum Insured.

1. Out-patient treatment, provided, the same is critical and cannot be deferred till the Insured/Insured Person's return to the Republic of India.
  2. In-patient treatment in a local hospital at the place the Insured / Insured Person is staying at the time of occurrence of an insurable event or at the nearest Hospital.
  3. Medical aid that is prescribed by a Physician as necessary part of the 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 Physician.
  5. X-Ray, diagnostic tests and all reasonable costs towards diagnostic methods and treatment of all illness / injury provided these pertain to the diagnosed illness / injury due to which hospitalisation was deemed necessary.
  6. Cost of transportation, including necessary medical care en-route, by recognized medical service providers for medical attention at the nearest Hospital or by the nearest Physician.
  7. Cost of being transferred to a special clinic if this is medically necessary and prescribed by a Physician.
  8. Life saving unforeseen emergency measures provided to the Insured / Insured person by the Physician for hospitalization arising out of a preexisting disease. The treatment for these emergency measures would be paid till the Insured / Insured person becomes medically stable. All further medical cost to maintain medically stable or to prevent the onset of acute pain would have borne by the Insured / Insured person.
  9. Transportation
    - i) the extra costs of medically necessary treatment and prescribed transportation from the foreign country to the Insured / Insured Person's permanent place of residence or the nearest Hospital in the event that it is not possible to guarantee adequate medically necessary treatment within a reasonable distance of the Insured / Insured Person's current location and consequently his health would be in jeopardy;
    - ii) the additional extra costs for an accompanying person if it is medically necessary treatment that the Insured / Insured Person be accompanied in this way; this might be a physician, nurse, relative, friend or colleague;
    - iii) in the event of death, the extra costs of transporting the mortal remains of the deceased Insured / Insured Person back home or the extra costs required for burial at the place of death abroad up to the limit as specified in the Schedule;
    - iv) If the Insured / Insured Person is required to be transported from a medical point of view, it shall be the decision of Emergency Assistance Service Provider whether the Insured/Insured Person is to be repatriated to India or not.
  10. Repatriation of Mortal Remains:

The extra costs under "Transportation" above are:

    - in the event of transportation home, the additional costs arising for the return journey home as a consequence of the insured event;
    - in the event of death, the costs which exceed those that would normally arise if the Insured / Insured Person had died in India.
- In the event of the death of the Insured / Insured Person due to an insurable event in terms of this Policy, the Company shall pay or reimburse the costs of transporting the mortal remains of the deceased Insured / Insured

back to the Republic of India or, up to an equivalent amount, for a local burial or cremation in the country where the death occurred, subject to the maximum limit as specified in the Schedule.

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

#### **What Benefit 1 does not cover**

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. Medical treatment abroad if that is the sole reason or one of the reasons for temporary stay abroad.
2. Any pre-existing disease.
3. Treatment which could reasonably be 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 Physician and the Emergency Assistance Service Provider.
4. Treatment of orthopaedic, degenerative, oncological diseases, unless the medical assistance provided abroad involves unforeseen emergency measures to save the Insured/Insured Person's life or measures solely designed to relieve acute pain in any case excluding chemotherapy or radiotherapy expenses.
5. Charges in excess of reasonable and customary charges incurred on account of an insurable event as per the determination by the Emergency Assistance Service Provider.
6. 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 or measures solely designed to relieve acute pain.
7. Treatment relating to the removal of physical flaws or anomalies (cosmetic treatment or 'plastic' surgery in any form or manner).
8. Expenses incurred in connection with rest or recuperation at a spa or health resort, sanatorium, convalescence home or similar institution.
9. Expenses related to mental or psychiatric disorders.
10. Pregnancy, childbirth and any consequences thereof unless 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 30th week of the pregnancy is not yet completed.
11. Medical treatment of typical symptoms suffered during pregnancy and their consequences, including changes in other chronic conditions as a result of pregnancy.
12. Any medical check-ups during pregnancy or treatment of the pregnancy.
13. Rehabilitation and/or physiotherapy or the costs of prostheses/ prosthetics (artificial limbs) etc.
14. Any exclusion mentioned in the 'General Exclusions' section of this Policy.

#### **BENEFIT 2 – DENTAL TREATMENT**

##### **What it covers**

The Company shall pay or reimburse to the Insured / Insured Person expenses incurred on acute anesthetic treatment of a natural tooth or teeth during a trip but not exceeding the Sum Insured as specified in the Schedule. The deductible in respect of this benefit will be applicable for each separate claim, and shall be of an amount as specified in the Schedule.

Dental care rendered which is medically necessary as a result of an accident during the period of insurance shall also be covered, subject to the limit of cover and deductible as specified in the Schedule.

##### **What it does not cover**

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. Medical treatment abroad if that is the sole reason or one of the reasons for temporary stay abroad.
2. Any pre-existing disease.
3. Treatment, which could reasonably be 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 Dentist and the Emergency Assistance Service Provider.
4. Treatment of orthopaedic, degenerative or oncological diseases, unless the medical assistance provided abroad involves unforeseen emergency measures to save the Insured/Insured Person's life or measures solely designed to relieve acute pain in any case excluding chemotherapy or radiotherapy expenses
5. Charges in excess of reasonable and customary charges as per the determination by the Emergency Assistance Service Provider.
6. Expenses incurred in connection with cancer treatment, unless the medical assistance provided abroad involves unforeseen emergency measures to relieve acute pain.
7. Treatment relating to the removal of physical flaws or anomalies (cosmetic treatment or 'plastic' surgery in any form or manner).
8. Expenses incurred in connection with rest or recuperation at a spa or health resort, sanatorium, convalescence home or similar institution.
9. Any exclusion mentioned in the 'General Exclusions' section of this Policy.

#### **BENEFIT 3 – LOSS OF PASSPORT**

##### **What it covers**

In the event, the passport belonging to the Insured / Insured Person is lost, the Company will reimburse the Insured / Insured Person actual expenses necessarily and reasonably incurred in connection with obtaining a duplicate or fresh passport during a trip but not exceeding the Sum Insured as specified in the Schedule.

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

##### **What it does not cover**

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. Loss of the passport due to delay or confiscation or detention by the customs, police or public authorities.
2. Loss of the passport due to theft unless it has been 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. Loss of the passport due to it being left unattended or forgotten by the Insured / Insured Person in a public place or public transport, hotel or apartment.
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.

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

#### **BENEFIT 4 – TOTAL LOSS OF CHECKED IN BAGGAGE**

##### **What it covers**

The Company shall compensate the Insured / Insured Person for the total loss of checked-in baggage on a trip. 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. All halts and via destinations included in this main travel ticket will be covered under this benefit. The compensation will be limited to the Sum Insured as specified in the Schedule.

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

##### **What It Does Not Cover**

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:

- Valuables and money, all kinds of securities and tickets/ passes or any other item not declared to, and agreed to by, the Company.
- 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.
- Any partial loss of the items contained within the checked-in baggage.
- Items contained within the checked-in baggage, which are valued in excess of US \$ 100 without appropriate proof of ownership.
- Losses arising from any delay, detention, confiscation by customs officials or other public authorities.
- Loss due to complete/partial damage of the checked-in baggage.
- Any checked-in baggage loss in the Republic of India.
- Any exclusion mentioned in the 'General Exclusions' section of this Policy.

##### **Special Conditions**

- The Company will compensate the Insured / Insured Person for the market value of checked-in baggage in the event of total and complete loss of such checked-in baggage caused by a common carrier up to the limits as specified in the Schedule provided that:
  - 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.
  - Insured has provided all reports, documents and other details concerning the loss to the Emergency Assistance Service Provider.

For the purposes of this benefit, "market value" is the sum required to purchase new items of the same kind and quality less an amount representing wear and tear, usage, etc. at the time of loss.

- In the event that the Company makes any payment under this benefit, it is a condition of such payment that any recovery from any common carrier by the Insured/ Insured Person, or on behalf of 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.

- The amount payable in respect of any one article, pair or set is limited to the amount as specified in the Schedule.
- In the event of loss of 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 to the Emergency Assistance Service Provider.
- No partial loss or damage shall become payable. However, total loss or damage of individual unit(s) of baggage shall not be construed as falling within this Special Condition.

#### **BENEFIT 5 – DELAY OF CHECKED IN BAGGAGE**

##### **What it covers**

The Company shall pay or reimburse the Insured / Insured Person for the delay in transportation of checked-in baggage during a trip. Cover is limited to the travel destinations specified in the main travel ticket from India and return trip back to India. All halts and via destinations included in this main travel ticket will be considered for payment under this benefit. The compensation will not exceed the Sum Insured as specified in the Schedule.

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

##### **What it does not cover**

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:

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

##### **Special Conditions**

- The Company will pay or reimburse costs of necessary emergency purchases of toiletries, medication and clothing in the event of the Insured / Insured Person suffering delay of his/her checked-in baggage while being transported during the trip, provided that:
  - The delay of checked-in baggage is more than 12 hours 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.
  - Insured / Insured Person provides the Company with written proof of delay from the common carrier.
  - Insured / Insured Person provides the Company with the receipts for the necessary emergency purchases of toiletries, medication and clothing that he/she needed to buy.

Note: In the event that claim(s) is submitted for total loss of checked-in baggage as well as temporary delay of checked-in baggage, the higher of the claim(s) shall be payable by the Company in respect of the same item(s) of checked-in baggage during any one period of insurance.

2. In the event that the Company makes any payment or reimbursement under this benefit, it is a condition of such payment that any recovery from any common carrier by the Insured / Insured person, or on behalf of 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.

## BENEFIT 6 – PERSONAL ACCIDENT

### What it covers

The Company shall compensate the Insured / Insured Person or their legal heir as the case may be, for any injury (whilst on a trip covered by this Policy) solely and directly caused by accident occurring during the period of insurance resulting in permanent disablement or death within 12 (twelve) calendar months of occurrence of such injury.

The Sum Insured as specified in the Schedule shall be the limit per person per Policy period payable only on the Insured / Insured Person's return to India and in Indian currency. 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 the sum or sums as set forth in the Table of Benefits given alongside:

Table of Benefit	Percentage of Sum Insured as per Schedule
1. Death	100%
2. Total and irrecoverable loss of	
i) Sight of both eyes or of the actual loss by physical separation of the 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%
3. Total and irrecoverable loss of	
i) The sight of one eye or the actual loss by physical separation of one entire hand or one entire foot.	50%
ii) Use of a hand or a foot without physical separation	50%
For the purpose of items 2 and 3 above, this shall mean separation at or above wrist and/or of the foot at or above ankle, respectively.	
4. Total and irrecoverable loss of various parts as given below:	
5. Loss or Inability to function of (with the respective % of CSI)	
a. An arm at the shoulder joint	70%
b. An arm to a point above the elbow joint	65%

c. An arm below the elbow joint	60%
d. A hand at the wrist	55%
e. A thumb	20%
f. An index finger	10%
g. Any other finger	5%
h. A leg above the center of the femur	70%
i. A leg up to a joint below the femur	65%
j. A leg to a point below the knee	50%
k. A leg up to the center of the tibia	45%
l. A foot at the ankle	40%
m. A big toe	5%
n. Some other toe	2%
o. An eye	50%
p. Hearing in one ear	30%
q. Sense of smell	10%
r. Sense of taste	5%
Any other permanent partial disablement - Percentage as assessed by a panel doctor	
5. Permanent total and absolute disablement disabling the Insured / Insured Person from engaging in any employment or occupation of any description whatsoever.	100%

- The disablement occurs within one year of the accident.
- The disablement must be confirmed and claimed for prior to the expiry of a period of 3 months since occurrence of the disablement

Notwithstanding anything contained in this Policy, the Company shall not be liable for compensation under more than one of the clauses (1) to (5) in the Table of Benefits hereinabove, in the same period of disablement of the Insured / Insured Person.

### What it does not cover

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

1. 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.
2. Damage to health caused by curative measures, radiation, infection, poisoning except where these arise from an accident.
3. Any payment under this benefit whereby the Company's liability would exceed the sum payable in the event of death.
4. Any other claim after a claim for death has been admitted by the Company and becomes payable.
5. 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 passenger on a multi engine, commercial aircraft.
6. Payment of compensation in respect of death, injury or disablement of the Insured / Insured Person (i) from intentional self injury, suicide or attempted suicide, (ii) whilst under the influence of intoxication, liquor or drugs, (iii) directly or indirectly, caused by venereal

diseases, AIDS or insanity, (iv) whilst engaging in aviation or ballooning whilst mounting into, dismounting from or travelling in any aircraft or balloon other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world (v) arising or resulting from the Insured / Insured Person committing any breach of law with or without criminal intent.

7. Death or disablement resulting, directly or indirectly, caused by, contributed to or aggravated or prolonged by childbirth or pregnancy or in consequence thereof, venereal disease or infirmity.
8. Payment of compensation in respect of death, injury or disablement of the Insured / Insured Person due to or arising out of or directly or indirectly connected with or traceable to war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrests, restraints and detentions of all Kings, Princes and people of whatsoever nation, condition or quality.
9. Payment of compensation in respect of, death of, or bodily injury or illness to the Insured / Insured Person directly or indirectly caused by or contributed to by or arising from –
  - i) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel and for the purposes hereof, combustion shall include any self-sustaining process of nuclear fission;
  - ii) nuclear weapons material.
10. Any exclusion mentioned in the 'General Exclusions' section of this Policy.

#### **Special Conditions**

1. In the event of partial loss or impairment of the function of one of the above parts of the body or senses, the appropriate proportion of the percentage stated in the Table of Benefits will be considered for payment.
2. If the accident impairs a number of physical or mental functions, the degree of disablement given in the Table of Benefits will be added together, but the amount payable shall not exceed 100% of the Sum Insured specified in the 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 Panel Doctor of the Emergency Assistance Service Provider.
4. If the accident affects any physical or mental function, which was already impaired beforehand, a deduction will be made equal in amount for this prior disablement.
5. If the Insured / Insured person dies for a reason unconnected with the accident within a year of the accident for whatever reason, and if a claim for disablement payment had arisen, then the payment will be made in accordance with the degree of disablement which would have been expected to exist from the findings of the last medical examination made.
6. In the event of permanent disablement, the Insured / Insured Person will be under obligation:
  - a. To have himself/herself examined by the Panel Doctors appointed by the Company / Emergency Assistance Service Provider and the Company will pay the costs involved thereof.
  - b. To authorize doctors providing treatment or giving

expert opinion and any other authority to supply the Company any information that may be required on the condition of the Insured / 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.

#### **BENEFIT 7 – ACCIDENTAL DEATH – COMMON CARRIER**

##### **What it covers**

The Company shall compensate the Insured / Insured Person or their legal heir as the case may be, for any injury (whilst on a trip covered by this Policy) solely and directly caused by an accident occurring during the period of insurance resulting in death within 12(twelve) calendar months of occurrence of such injury while riding as a passenger (but not as a pilot, operator or member of the crew) in or on, boarding or alighting from any common carrier provided that, this benefit shall not apply while the Insured / 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 authorizing 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 the governmental authority having jurisdiction over civil aviation in the country of its registry.

#### **BENEFIT 8 – PERSONAL LIABILITY**

##### **What it covers**

The Company will indemnify the Insured / Insured Person in the event the Insured/ Insured Person becomes legally liable to a third party under law for an incident which results in death, injury or damage to the health of such third party or damage to his/her properties, but not exceeding the Sum Insured as specified in the Schedule and provided the incident occurs during the period of insurance and whilst on a trip.

##### **What it does not cover**

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

1. Any claim arising from Insured/ Insured Person's 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 or damage resulting from professional activities involving the Insured/ Insured Person.
5. Any claim for liability arising, directly or indirectly, from or due to:
  - a. The possession of animals, birds, reptiles, insects, etc. and their byproducts like skin, hair, feathers, horns, fur, ivory, bones, eggs, etc.
  - b. The 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 firearms.
  - c. Any willful, 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 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 defense of any claim and will have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the defense 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 this Special Conditions.

### BENEFIT 9 – COMPASSIONATE VISIT

#### What it covers

In the event the Insured / Insured Person is hospitalized for more than seven (7) consecutive days, and his/her medical condition forbids repatriation and no adult member of his/her immediate family is present, the Company after obtaining confirmation of need for a companion from the attending doctor and the Emergency Assistance Service Provider, will provide

- a) a round trip economy class air ticket, or first class railway ticket, to allow one immediate family member, during the entire period of insurance, 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.

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

#### What it does not cover

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

### SECTION-5 GENERAL EXCLUSIONS (APPLICABLE TO ALL BENEFITS UNDER 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. Any pre-existing disease or complications thereof
3. Treatment abroad if that is the sole reason or one of the reasons for the Insured /Insured Person's temporary stay abroad.
4. Any claim if the Insured/Insured Person –
  - a. is travelling against the advice of a physician;
  - b. is receiving, or is on a waiting list to receive, specified medical treatment declared in the physician'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.
5. Deductibles as specified in the Schedule.
6. Any claim arising out of illnesses or accidents that the Insured / Insured Person has caused intentionally or by committing a crime or as a result of drunkenness or addiction (drugs, alcohol).
7. 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.
8. Illness / injury 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.
9. Any act of terrorism which means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.
10. Any claim arising from damage to any property or any loss or expense whatsoever 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.
11. Any claim arising out of sporting activities in so far as they involve the training or participation in competitions of professional or semiprofessional sports persons, unless declared beforehand and necessary additional premium paid.

### SECTION-6 GENERAL CONDITIONS (APPLICABLE TO ALL BENEFITS UNDER THE POLICY):

1. Minimum and Maximum age of the Insured / Insured person shall be 3 months up to 80 years
2. The maximum number of travel days under a single trip that may be insured, under the Policy, shall be 182 days. Provided that the Policy may be extended only once beyond the initial period of 182 days during the trip duration by a maximum of additional 183 days at the sole discretion of the Company by collecting additional

- premium. Provided further that for an Insured / Insured person being up to the age of 60 years, the maximum trip duration (including any extension provided) shall not exceed 365 days in total. In case of an Insured / Insured Person being more than 60 years of age, the maximum trip duration (including any extension provided) shall not exceed 180 days in total.
3. The Policy start date shall be on or before the trip start date.
  4. Extension of the Policy during the duration of the trip can be done only once at the sole discretion of the Company. The Insured / Insured Person shall submit a declaration letter clearly mentioning the claims filed during the original Policy duration and also that he / she is unaware of any existing health condition which could result in a claim during the extension period. In case a claim has been filed in the original Policy duration, then the Policy may be extended only if the claim filed relates to the following benefits,
    - a. Dental treatment
    - b. Loss of passport
    - c. Total loss of checked baggage
    - d. Delay of checked baggage
    - e. Financial Emergency Assistance
    - f. Hijack Distress Allowance
    - g. Trip delay
    - h. Trip cancellation & interruption
    - i. Missed connection

The extension of any Policy is at the sole discretion of the Company, and the Company is not liable to offer any reason to the Insured / Insured Person if the Policy is not extended.
  5. A Policy may not be extended if a claim is already filed by the Insured / Insured Person. If the Insured / Insured person does not declare the claims filed or the claims that are to be filed under the original Policy, then any extension of the Policy if granted shall be deemed to be invalid. No refund of premium will be given in case of extensions so invalidated. The Company will also not be liable to pay any claim filed under the extended Policy.
  6. Termination of the Policy at a date earlier than the end date can be done only if the Insured / Insured Person returns back to the Republic of India earlier than the end date of the Policy. Refund of premium for the days between the arrival date and the end date of the Policy will only be given if the same are exceeding 10 days. A cancellation charge will be deducted from the refund premium. Premium refunded will be equal to the amount of premium to be paid for the original Policy duration minus the premium to be paid by taking the arrival date as the new end date. No refunds will be given on Policies with claims.
  7. The premium payable for the extension of the Policy during the trip duration shall be the premium payable for the overall trip duration (including the extension) less the initial premium already paid.
  8. Policy is applicable for one-way travel also, including immigration travel with the condition that the maximum duration of coverage will be 60 days.
  9. The Insured / Insured shall take all reasonable precautions to prevent illness and injury in order to minimize claims. Failure to do so will prejudice the Insured / Insured person's claim under this Policy.
  10. The Insured / Insured Person shall provide the Company with the details of the trip and other information as may be required by the Company from time to time.
  11. Deductible will be charged for each separate incident reported for claims payment, even though the claim may be registered under the same benefit more than once.
  12. Claim Procedure - What is to be done in case of a claim?
    - a. The Insured / Insured Person shall immediately contact the Help Line of Emergency Assistance Service Provider stating necessary details. The details of phone numbers and Help Line are given in the Schedule attached to this Policy.
    - b. The Insured / Insured Person needs to contact the Help Line number while abroad as soon as possible and inform in case the Insured / Insured Person is/will be filing any claim, even if assistance is not required. The Company will not be liable to pay any claim that has not been informed by the Insured / Insured Person while abroad to the Help Line.
    - c. The Help Line of the Emergency Assistance Service Provider will verify the identity of the caller by asking appropriate information.
    - d. In the event of a illness / injury where it is not possible contact the Help Line before consulting a Physician or going to the Hospital, the Insured / Insured Person shall contact the Help Line as soon as possible. In either case, when being admitted as a patient, the Insured / Insured Person shall show the concerned Physician or personnel this Policy.
    - e. In case financial emergency assistance is required, the Insured / Insured Person shall immediately contact the Help Line of the Emergency Assistance Service Provider stating the details of his / her Policy along with the police report containing the passport number and a written statement narrating the incident of loss i.e. causes, circumstances and the place. Failure to do so may prejudice the Insured / Insured person's claim.
    - f. In case of Medical Expenses, Dental Treatment, Repatriation of Mortal Remains and Financial Emergency Assistance, the Company's liability will only attach if these are incurred with the approval of Emergency Assistance Service Provider.
    - g. In case of Hijacking, the fact of the incident having occurred should be confirmed by police authorities. The police report should contain details such as the passport number of the Insured / Insured Person, the period of hijack, etc. In rare cases, the Company may consider 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.
  13. Claims Settlement - How to get the claim paid?
    - a. If the procedure stated above is complied with, Emergency Assistance Service Provider, as the case may be, will guarantee to the Hospital / other providers the costs of hospitalisation, transportation for emergency services, transportation home of the Insured / Insured Person including accompanying person, if any, and provide financial emergency assistance to the Insured / Insured Person. All costs will be directly settled by Emergency Assistance Service Provider on the Company's behalf and the same shall constitute due discharge of the Company's obligations hereunder.
    - b. If the Hospital / other providers do not accept the guarantee of payment from Emergency Assistance Service Provider, the Company cannot be held liable for the same. The cost will then have to be borne by the Insured / Insured Person and the same will then be reimbursed by the Emergency Assistance Service

Provider / the Company on submission of required documents.

- c. Reimbursement of all claims (except claims under Financial Emergency Assistance) will be made by the Emergency Assistance Service Provider / the Company in Indian Rupees on the Insured / Insured Person's return back to the Republic of India, 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 / Insured Person, whilst abroad, by the Emergency Assistance Service Provider.
  - d. Insured / Insured Person with an immigrant visa, going abroad permanently and having declared an immigrant status on the Policy will be reimbursed claims abroad.
  - e. In case of claim under home burglary insurance, the loss shall be intimated to the Company and the Company shall appoint an independent surveyor to assess the loss.
14. Claim Documentation - What documents I need to submit?
- a. 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 claim form.
  - b. Original bills / vouchers / reports and discharge summary must be submitted along with all claims.
  - c. 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 bear 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 claim forms should clearly indicate the same and supporting documents should be provided for each one. Deductible will apply to each claim separately.
  - d. For reimbursement of the costs of transporting the mortal remains of the Insured / Insured Person to the Republic of India or of costs of burial abroad, an official death certificate and a physician's statement giving the cause of death needs to be submitted. Medical statements from spouses/ relatives will not be accepted. Original bills / receipts of expenses incurred need to be submitted also. These would be paid as per the usual and customary charges incurred for the same.
  - e. For reimbursement of extra expenses of transportation of Insured / Insured Person to the Republic of India, a medical statement from a registered Physician indicating the cause of illness and the necessity of transportation needs to be submitted. Medical statements from spouses/ relatives 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 loss of passport, a Police Report obtained within 24 hours of the Insured / Insured person becoming aware of the theft needs to be submitted. Along with this, original bills / receipts of expenses incurred for new / fresh passport needs to be submitted
  - g. In case of total loss of checked-in baggage, a Property Irregularity Report or other report usually issued by the common carriers in the event of loss of checked-in baggage will need to be submitted with the claim form. A letter from the airline will also need to be submitted stating the compensation, if any received from them for the lost baggage.
  - h. Adequate proof of ownership of items contained within checked-in baggage valued in excess of the Indian Rupee equivalent of US\$ 100 for loss/delay of checked-in baggage will need to be submitted.
  - i. Original bills of emergency items purchased and the Property Irregularity Report or any such other report from the airline stating the date and time of arrival of delayed baggage needs to be submitted in case of delay of checked-in baggage claims.
  - j. For personal accident, original bills / vouchers / reports / discharge summary are to be submitted, mentioning the name of the person treated, the cause of accident, details of the individual items of medical treatment provided and the dates of treatment. In case of death a Post mortem report, shall also be submitted.
  - k. For personal liability, proof of judicial decision rendered by a Court needs to be submitted.
  - l. For claims under financial emergency assistance benefit, the police report filed within 24 hours of becoming aware of the robbery needs to be submitted.
  - m. For claims under trip delay the following documents need to be furnished. Medical reports and doctors' statement or police report confirming the incident causing the trip delay. In case the delay is owing to illness, injury or death of a travelling companion, the original tickets of the Insured / Insured Person and the travelling companion indicating travel to the same destination on the same dates. It should contain the Passport number of the Insured / Insured Person and period. All original bills / receipts of reasonable additional expenses incurred and/or proof of cancellation charges levied by the carriers shall be submitted.
  - n. For claims under trip cancellation and interruption the following documents need to be submitted. Medical reports and doctors statement if trip is cancelled or interrupted due to medical reasons. If due to employment, termination letter from the company. If due to other events, police report confirming the incident shall be submitted. In case of illness, injury or death of a travelling companion, the original tickets of the Insured / Insured person and the travelling companion indicating travel to the same destination on the same dates. It should contain the Passport number of the Insured / Insured Person and period. All original bills / receipts of reasonable additional expenses incurred and/or proof of cancellation charges levied by the carriers shall be submitted.
  - o. For claims under missed connection the following documents need to be submitted i.e. confirmation from the airline, mentioning the scheduled arrival time and the actual arrival time. The reason for delay in the flight also needs to be mentioned. All original bills / receipts of reasonable additional expenses incurred and / or proof of cancellation charges levied by the carriers shall be submitted.
  - p. Any other document(s) that the Company may require from the Insured / Insured Person to process a

- claim may be asked for. If the Emergency Assistance Service Provider or the Company 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 / Insured Person.
- q. Claim documents to be submitted in event of a claim benefit under home burglary insurance are
- First Information Report from the Police
  - Panchnama
  - Investigation Report by the Police
  - Estimate and final bills of repairers
  - Invoices of owned articles, if required by the Company
  - And any other document as may be appropriately applicable for the claims preferred under this benefit.
15. Obligations of the Insured / Insured person:
- a. Claims for benefits must be submitted to the Emergency Assistance Service Provider not later than one (1) month after the completion of the treatment or transportation home, or in the event of death, after transportation of the mortal remains/burial.
- b. Insured / Insured Person shall provide to the Emergency Assistance Service Provider on demand any information that is required to determine the occurrence of the insurable event or the Company's liability to pay the benefits. In particular, upon request, proof shall be furnished of the actual commencement date of the trip.
- c. If requested to do so by the Emergency Assistance Service Provider, the Insured / Insured Person is obliged to undergo a medical examination by a physician designated by the Emergency Assistance Service Provider.
- d. Emergency Assistance Service Provider is authorized by the Insured / Insured Person 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.
- e. 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.
16. Transfer and Set-off of Claims:
- a. If the Insured / Insured Person has any outstanding claims against third parties, such claims shall be transferred in writing to the Company up to the amount for which the reimbursement of costs is made by the Company in accordance with the terms hereunder.
- b. In so far as an Insured / Insured Person receives compensation for costs he/she has incurred either from third parties liable for damages or as a result of other legal circumstances, the Company shall be entitled to set off this compensation against the insurance benefits payable, if any.
- c. Claims to the insurance benefits may be neither pledged nor transferred by the Insured / Insured Person.
17. No sum payable under this Policy shall carry any interest /penalty.
18. The cover applies to all countries stated in the Schedule except the Republic of India where the Insured / Insured Person has a permanent place of residence, except as

otherwise provided.

19. In the event of the Insured / Insured Person's death, the Company shall have the right to demand the submission of a post mortem / autopsy report.
- The Company shall settle the claim within 30 days from the date of receipt of last necessary document. However, where the circumstances of a claim warrant an investigation in Company's opinion it shall initiate and complete such investigation at the earliest, in any case not later than 30 days from the date of receipt of last necessary document. In such cases, Company shall settle the claim within 45 days from the date of receipt of last necessary document.

## **SECTION-7 STANDARD TERMS AND CONDITIONS (APPLICABLE TO ALL BENEFITS UNDER THE POLICY):**

### **1. Duty of Disclosure**

The Policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or nondisclosure of any material fact. 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 Policyholder/ Insured Person or any one acting on his/ their behalf to obtain a benefit under this Policy, the Company may cancel this Policy at its sole discretion and the premium paid shall be forfeited in its favor.

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

The due observance and fulfillment of the Policy Terms & Conditions and Endorsements of this Policy in so far as they relate to anything to be done or complied with by the Policyholder / Insured Person, shall be a condition precedent to any of the Company's liability to make any payment under this Policy.

### **3. Reasonable Care**

The Insured / Insured person shall take all reasonable steps to safeguard the interests of the Insured / Insured Person against accidental loss or damage that may give rise to a claim.

### **4. Material change**

The Policyholder shall immediately notify the Company in writing of any material change in the risk on account of change in occupation / business at his own expense and the Company may adjust the scope of cover and/or premium, if necessary, accordingly.

### **5. Records to be maintained**

The Policyholder/ Insured Person shall keep an accurate record containing all relevant medical & other relevant records and shall allow the Company or its representative(s) to inspect such records. The Policyholder/ Insured Person shall furnish such information as the Company may require under this Policy at any time during the Policy Period and up to three years after the policy expiration, or until final adjustment (if any) and resolution of all Claims under this Policy.

### **6. No constructive Notice**

Any knowledge or information of any circumstance or condition in relation to the Policyholder/ Insured Person which is in possession of the Company and not specifically informed by the Policyholder / Insured Person shall not be held to bind or prejudicially affect

the Company notwithstanding subsequent acceptance of any premium.

#### **7. Complete discharge**

Payment made by the Company to the Policyholder/ adult Insured Person or the Nominee of the Policyholder or the legal representative of the Policyholder or to the Hospital, as the case may be, of any Medical Expenses or compensation or benefit under the Policy shall in all cases be complete and construed as an effectual discharge in favor of the Company.

#### **8. 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.

#### **9. Electronic Transactions**

The Policyholder/ Insured Person agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of the Policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time.

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

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

#### **11. 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 the 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 books of accounts, receipts, documents relating to or containing entries relating to the loss or such circumstance in his possession 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 in the correctness thereof or the liability of the Company under this Policy.

#### **12. 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.

#### **13. Indemnity**

The Company may at its option, if applicable reinstate, replace or repair the property or premises lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing. The Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner. In no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage and in any event not more than the sum Insured Person thereon. If in any case the Company shall be unable to reinstate or repair the insured property/item, because of any law or other regulations in force affecting insured property or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite under this Policy.

#### **14. Subrogation**

Subrogation shall mean the right of the Company to assume the rights of the Insured Person/Policyholder to recover expenses paid out under the Policy that may be recovered from any other source. The Policyholder/ Insured Person shall at his own expense do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing and/or securing any civil or criminal rights and remedies or obtaining relief or indemnity from any other party to which the Company is/or would become entitled upon the Company paying for a Claim under this Policy, whether such acts or things shall be or become necessary or required before or after its payment. Neither the Policyholder nor any Insured Person shall prejudice these subrogation rights in any manner and shall at his own expense provide the Company with whatever assistance or cooperation is required to enforce such rights. Any recovery the Company makes pursuant to this clause shall first be applied to the amounts paid or payable by the Company under this Policy and any costs and expenses incurred by the Company of affecting a recovery, where after the Company shall pay any balance remaining to the Policyholder. This clause shall not apply to any Benefit offered on fixed benefit basis.

#### **15. Contribution**

Contribution is essentially the right of the Company to call upon other Insurers liable to the same Insured to share the costs of an indemnity claim on a rateable proportion of Sum Insured. If at the time when any Claim arises under this Policy, there is any other insurance which covers (or would have covered but for the existence of this Policy), the same Claim (in whole or in part), then the Company shall not be liable to pay or contribute more than its rateable proportion of any Claim. This clause shall not apply to any Benefit offered on fixed benefit basis.

## 16. Fraudulent claims

If a Claim is in any way found to be fraudulent, or if any false statement, or declaration is made or used in support of such a Claim, or if any fraudulent means or devices are used by the Policyholder / Insured Person or anyone acting on his/ their behalf to obtain any benefit under this Policy, then this Policy shall be void and all claims being processed shall be forfeited for all Insured Persons and all sums paid under this Policy shall be repaid to the Company by the Policyholder / all Insured Persons who shall be jointly liable for such repayment.

## 17. Cancellation

The Company may at any time, cancel this Policy, by giving 7 days notice in writing by Registered Post Acknowledgment Due to the Insured / Insured Person at his last known address 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. 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 Schedule.

## 18. Policy Disputes

Any and all disputes or differences under or in relation to validity, construction, interpretation and effect to this Policy shall be determined by the Indian Courts and subject to Indian law.

## 19. Arbitration clause

If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties thereto or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act,1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration, as herein before 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."

## 20. Limitation Period

In no case whatsoever the Company shall be liable for any Claim under this Policy, if the requirement of Clause 13,14 & 15 above are not complied with, unless the Claim is the subject of pending action; it being expressly agreed and declared that if the Company shall disclaim liability for any Claim hereunder and such Claim shall not within 12 calendar months from the date of the disclaimer have been made the subject matter of a suit in court of law then the Claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable

## 21. Withdrawal/Revision/Modification of the Product

The Company reserves the right to withdraw, revise or modify this product /policy in the future. The revision/ modification may be in respect of Benefits, coverages, premiums, policy terms and conditions &/or exclusions.

In the event of any such withdrawal of product the company will notify in advance to the policyholder providing him the option to port to the specified existing health products of the company with continuity benefit.

## 22. Payment of Interest

In the case of delay in the payment of a claim,the Company shall be liable to pay interest from the date of receipt of last necessary document to the date of payment of claim at a rate of 2 % above the bank rate.

## 23. Communication

Any communication meant for the Company must be in writing and be delivered to its address shown in the Policy Schedule. Any communication meant for the Policyholder will be sent by the Company to his last known address or the address as shown in the Policy Schedule. All notifications and declarations for the Company must be in writing and sent to the address specified in the Policy Schedule. Agents are not authorized to receive notices and declarations on the Company's behalf. Notice and instructions will be deemed served 10 days after posting or immediately upon receipt in the case of hand delivery, facsimile or e-mail.

## 24. Overriding effect of Policy Schedule

In case of any inconsistency in the terms and conditions in this Policy vis-avis the information contained in the Policy Schedule, the information contained in the Policy Schedule shall prevail.

## 25. Pre-policy Health Check up

The full cost of any pre-policy health check up wherever required shall be borne by the PolicyHolder / Insured Person.

## 26. Customer Service

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

## 27. Grievances

If the Policyholder has a grievance that the Policyholder wishes the Company to redress, the Policyholder may contact the Company with the details of his grievance through:

Website	<b>www.indusindinsurance.com</b>
e-mail	<b>services@indusindinsurance.com</b>
Telephone	022 4890 3009 (paid)
Post/Courier	Any branch office, the correspondence address, during normal business hours
Write to us at (Correspondence Only)	IndusInd General Insurance., Winway Building 2nd & 3rd Floor, 11/12 Block No-4, Old No-67, South Tukoganj, Indore (M.P) - 452001 Contact No.- 022- 41112600

For further details on Grievance redressal procedure please refer: <https://www.indusindinsurance.com/Insurance/About-Us/Grievance-Redressal.aspx>

If the Policyholder is not satisfied with the Company's redressal of the Policyholder's grievance through one of the above methods, the Policyholder may approach the nearest Insurance Ombudsman for resolution of the grievance. The contact details of Ombudsman offices are mentioned below:

**OMBUDSMAN OFFICE**

<b>Office of the Ombudsman</b>	<b>Address</b>	<b>Contact Details</b>	<b>Areas of Jurisdiction</b>
AHMEDABAD	Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 001.	Tel.: 079 - 27546150/27546139 Fax: 079 - 27546142 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, UT of Dadra & Nagar Haveli, Daman and Diu
BENGALURU	Office of Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560078.	Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003.	Tel.: 0755 - 2769201, 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneshwar – 751 009.	Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneshwar@cioins.co.in	Orissa
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017.	Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, Chennai – 600 018.	Tel.: 044 - 24333668 / 24335284 Fax: 044 – 24333664 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, UT - Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002.	Tel.: 011 - 23239633 / 23237532 Fax: 011 - 23230858 Email: bimalokpal.delhi@cioins.co.in	Delhi
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar Over Bridge, S.S. Road, Guwahati – 781001 (ASSAM).	Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004.	Tel.: 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana and UT of Yanam - a part of UT of Pondicherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005.	Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan
ERNAKULAM	Office of the Insurance Ombudsman, LIC OF INDIA, 10th Floor, 'Jeevan Prakash', Divisional Office, M. G. Road, Ernakulam, Kochi – 682011.	Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, UT of (a) Lakshadweep, (b) Mahe-a part of UT of Pondicherry.
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, Kolkata - 700 072.	Tel.: 033 - 22124339 / 22124340 Fax: 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, UT of Andaman & Nicobar Islands, Sikkim

LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001.	Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkar Nagar, Sultanpur, Maharajgang, Sant Kabir Nagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharath Nagar.
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.	Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, Dist: Gautam Buddh Nagar, U.P. - 201301.	Tel.: 0120 - 2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Budha Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiram Nagar, Saharanpur.
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna - 800 006.	Tel.: 0612 - 2680952 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune - 411 030.	Tel.: 020 - 41312555 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

The updated details of Insurance Ombudsman are available on IRDAI website: [www.irdai.gov.in](http://www.irdai.gov.in), on the website of General Insurance Council: [www.gicouncil.in](http://www.gicouncil.in), our website [www.indusindinsurance.com](http://www.indusindinsurance.com)