

## **STAR GROUP OVERSEAS TRAVEL INSURANCE POLICY**

**Unique Identification No.: SHATGOP20032V011920**

The Proposal and Declaration and Annexure thereto together with any statement, report or other document made by the Insured named in the Schedule leading to the issue of this Policy shall form the basis of this policy and are deemed to be incorporated herein.

In consideration of the payment of the required premium the Company agrees subject to the terms and conditions provided under this Policy to indemnify the Insured Person named in the Schedule or his/her legal representatives up to the sum insured or the appropriate benefit specified in the Schedule.

Provided the insurance hereunder is only with respect to such benefits as are indicated by specific amount set against each benefit mentioned in the Schedule.

The Policy, Schedule and any attached enrollment forms endorsements papers and riders shall be read together.

### **DEFINITIONS**

**ACCIDENT** shall mean a sudden, unforeseen, and involuntary event caused by external, visible and violent means.

**AGE** means completed years as on the latest birthday as per the English calendar.

**AIR TRAVEL** shall mean travel by an airline/aircraft for the purpose of flying therein as a passenger. Air travel means being in or on, or boarding an aircraft for the purpose of flying therein or alighting there from following a flight.

**CHECKED IN BAGGAGE** shall mean the baggage handed over by the Insured Person or accepted by an International Airline/Carrier for transportation in the same mode of conveyance as the Insured Person travels and for which the Carrier has issued a Baggage Receipt.

**CITY OF RESIDENCE OF THE INSURED** shall mean and include any city, town or village in which the Place of Residence of the Insured is currently located.

**COMPANY** shall mean the Star Health and Allied Insurance Company Limited.

**COMMON CARRIER** shall mean an entity licensed to carry passengers for hire on land or water, excluding vehicle rental companies.

**COUNTRY OF RESIDENCE** shall mean the Republic of India

**DAY** means a period of 24 consecutive hours

**DEDUCTIBLE** shall mean a specified amount or the number of days shown on the Policy of Insurance the Insured must incur before the Company will assume any liability for all or part of the remaining Covered benefits.

**DEPENDENT** shall mean the lawful spouse of the Insured and any non-earning child (including step child and adopted child) of the Insured

**DISEASE** shall mean an alteration in the state of the body or of some of its organs, interrupting or disturbing the performance of the functions, and causing or threatening pain and weakness or physical or mental disorder and which are more than temporary indisposition and certified by a Physician or Surgeon.

**EMERGENCY DENTAL TREATMENT** means the services or supplies provided by a licensed dentist, Hospital or other provider that are medically and immediately necessary to treat dental problems resulting from Injury. However, this definition shall not include any treatment taken for a pre-existing condition.

**EMERGENCY MEDICAL TREATMENT** means the services or supplies provided by a Physician, Hospital or Other Licensed Provider that are Medically Necessary to treat any Illness or other covered condition that is acute (onset is sudden and unexpected), considered life threatening, and one which, if left untreated, could deteriorate resulting in serious and irreparable harm. However, this definition shall not include any treatment taken for a pre-existing condition.

**EMERGENCY MEDICAL EVACUATION** means the medical condition of the Insured Person warrants (a) immediate transportation of the Insured Person from the place he/she is sick/sustains accidental injuries to the nearest hospital for appropriate treatment (b) after treatment the medical condition of the Insured Person warrants transportation to the country where the Trip commenced for the purpose of further medical treatment or recovery (c) or both (a) and (b) above.

For the purpose of this benefit "Transportation" includes air ambulance.

**FAMILY MEMBER** shall mean the Insured, his/her lawful spouse and dependent children (including step children and adopted children).

**CRIMINAL ASSAULT** is an act of violence against the Insured requiring medical treatment in a Hospital.

**HIJACK** shall mean any unlawful seizure or exercise of control, by force of or violence or threat of force or violence and with wrongful intent, of an aircraft or any other Common Carrier in which the Insured Person is traveling as a passenger.

**HOSPITAL** shall mean a medically recognized establishment

- 1) that holds a valid license to practice medicine
- 2) the primary function of which is to provide for the care and treatment of sick or injured persons
- 3) that has a staff of one or more Physicians actually available on the premises at all times
- 4) that provides a 24 hour nursing service and has at least one qualified and registered professional nurse present and on duty at all times
- 5) that has organized diagnostic and surgical facilities either on its own premises or these facilities are available to the Hospital on a pre-arranged basis.
- 6) is not, except incidentally to its primary function, a clinic, nursing home, rest home or convalescent home for the aged, or any similar institution.

**SICKNESS / ILLNESS** shall mean a sickness, infirmity or disease that causes a loss that begins during Coverage Period and is not a Pre-existing Condition.

**INCLEMENT WEATHER** shall mean any severe, weather conditions, which delays the scheduled arrival or departure of a common carrier. This does not include normal, seasonal climatic/weather changes.

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

**INPATIENT** shall mean a person who is confined in a hospital as a registered bed patient and for whom at least one Day's room and board is charged by the Hospital.

**INSURED** shall mean the person or persons named in the Schedule attached to the policy.

**INSURABLE EVENT** shall mean an event, loss or damage for which the Insured shall be compensated under this Policy.

**MEDICALLY NECESSARY** or **MEDICAL NECESSITY** means the services or supplies provided by a Hospital, Physician or Other Licensed Provider that are required to identify or treat the Insured's Illness or Injury and which, as determined by the Company / Assistance Company, are:

1. consistent with the symptom or diagnosis and treatment of the Insured's condition, disease, Illness, ailment or Injury;

2. appropriate with regard to standards of good medical practice;
3. not solely for the convenience of the Insured, a Physician or other provider;
4. the most appropriate supply or level of service that can be safely provided to The Insured.

When applied to the care of an Inpatient, it further means that the Insured's medical symptoms or condition requires that the services cannot be safely provided to the Insured as an Outpatient.

**MEDICAL PRACTITIONER** means a person who holds a degree of a recognized institute and is registered or licensed by recognized medical council of India or the respective states of India, or of similar Medical Council of the Country at the place of accident (as applicable as per the geographical scope of cover) and acting within the scope of the license or registration granted to him/her. The term Medical Practitioner would include physician, specialist, anesthetist and surgeon but would exclude the insured person and person who is an immediate family member of the insured person. The terms "Medical Practitioner" specifically excludes person practicing in non allopathic fields

**OCCURRENCE** means an Accident including continuous or repeated exposure to substantially same generally harmful conditions that result in bodily injury or property damage during the Insured Trip.

**PERIOD OF INSURANCE** shall mean the period commencing from the moment the date and time of final departure for a destination that is out side of the Country of Residence or the first day of insurance whichever is later and terminating on the last day of the number of days specified in the Schedule or return to immigration/customs of the Country of Residence on completion of the trip whichever is earlier.

If return is delayed for any covered reason, coverage is extended until the Insured are able to return to the Insured's Country of residence. The day the Insured departs and the day the Insured returns are counted and included as separate days when determining duration of coverage.

**PHYSICIAN** shall mean a person who is qualified to practice medicine or is a Surgeon or an Anesthetist who has a valid license issued by the appropriate authority for the same, provided that this person is not the Insured Person or a member of the Insured Person's family.

**POLICY** shall mean the Insured's proposal / application, preamble the schedule, the Company's covering letter to the Insured and any endorsement attaching to or forming part hereof, either at inception or during the period of insurance.

**PRE-EXISTING CONDITION/DISEASE** shall mean any condition/disease for which care treatment or advice was recommended by or received from a Physician in the immediately preceding 12 month period prior to date of commencement of travel or a condition for which hospitalization or surgery was undergone within 5 year period immediately preceding the date of commencement of travel

**REASONABLE ADDITIONAL EXPENSES** shall mean any expenses for meals and lodging which are necessarily incurred by the Insured as a result of a Trip Interruption or Trip Delay and does not include meals and lodging provided by the Common Carrier or any other party free of charge.

**REASONABLE AND NECESSARY EXPENSES** shall mean charges for medical treatment or supplies or medical services that are medically necessary to treat the Insured's condition .In no event shall such charges exceed the charges prevalent in the relevant geographic area where the services are availed and such charges does not include charges that would not have been made if no insurance existed and so determined by insurer.

**SERVICE PROVIDER** shall mean any person, organization or institution providing services to the insured for an Insurable event.

**SOUND NATURAL TEETH** means natural teeth that are either unaltered or are fully restored to their normal function and are disease free and have no decay.

**STRIKE** shall mean a 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. Work slowdowns and lockouts shall also be included in the definition of a 'Strike'.

**SUM INSURED** shall mean the maximum amount of coverage, as specified in the Schedule to this Policy, that the Insured is entitled to in respect of each benefit and as is applicable under this Policy.

**TERRORIST** act means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or 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. Terrorism shall also include any act, which is verified or recognized by the relevant Government as an act of terrorism. 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 Acts. Terrorism does not include general civil protest, unrest, rioting, or an act of war.

**THIRD PARTY ADMINISTRATOR** means such person or persons as may be appointed by the Company from time to time to provide assistance to the Insured in terms of this policy.

**TRAVEL AGENT** shall mean 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 or tour operator.

**TRIP** shall mean a journey out of the Country of Residence and back during the policy period.

**VALUABLES** shall mean photographic, audio or video Equipment, computer, telecommunication and electrical equipment, telescopes, binoculars, spectacles, sunglasses, antiques, watches, jewellery, furs and articles made of or containing precious stones, metals etc.

**COMMENCEMENT:** The insurance shall commence from the first date mentioned in the Schedule or the date and time of final departure to a destination outside the Republic of India whichever is later.

Trip Cancellation coverage, if part of the schedule, begins the day after the Insured's application / proposal is accepted by the Company.

## COVERAGE

### SECTION 1- EMERGENCY HOSPITALIZATION EXPENSES FOR ILLNESS / INJURY

The Company will indemnify the Insured up to the maximum amount specified in the Schedule in respect of:-

The following expenses reasonably and necessarily incurred in the Country or Countries visited and recommended by the attending physician if the Insured shall sustain such injury or suffer illness which first manifests itself during the Insured trip specified in the schedule and subject to deductible specified in the schedule.

The Company will indemnify the following inpatient medical expenses for:

- a. the services of the Physician
- b. Hospital confinement and use of operating room
- c. Anesthetics (including administration) X-ray examinations or treatments and laboratory tests;
- d. Ambulance service, drugs, medicines and the therapeutic services and supplies

If the Company and / or the Assistance Company advises that the continued treatment in the country of residence is appropriate, then the Company will pay the medical expenses incurred in the country of residence for the same illness/injury contracted abroad following the transportation to the country of residence, for a maximum period of 30 days from date of return, provided the injury was contracted during the Insured Trip.



### **EXTENSION I – OUTPATIENT TREATMENT EXPENSES FOR ILLNESS**

The Company shall indemnify the Insured for the Outpatient Treatment expenses reasonably incurred by the Insured, under Section 1, on account of any Illness contracted whilst on a Trip during the Period of Insurance, but not exceeding the Sum Insured for the coverage as mentioned in Part I of the Schedule hereto.

Provided further that the Company's liability per Illness shall not exceed 30% of the maximum liability stated in the Part I of the Schedule with respect to an Outpatient Treatment and further provided that the Deductible amount mentioned under Section 1 as mentioned in Part I of the Schedule to this Policy shall be applicable.

### **EXTENSION II – PRE-EXISTING ILLNESS EXTENSION**

Life saving unforeseen emergency measures, or measures solely designed to relieve acute pain, provided to the Insured by medical practitioner for Disease/Accident arising out of Pre-existing condition

### **EXTENSION III – DAILY ALLOWANCE IN CASE OF HOSPITALIZATION ARISING OUT OF ILLNESS**

In the event of Hospitalization of the Insured due to an Illness contracted within the Period of Insurance whilst on a Trip, the Company shall pay to the Insured a daily compensation as specified in Part I of the Schedule, subject to the maximum liability of the Company in respect of all claims coming under Section 1 – Emergency Hospitalization Expenses for Illness during the Period of Insurance together with the amount payable hereunder, if any, not exceeding the Sum Insured specified in Part I of the Schedule to this Policy. The Hospitalization should be for a period of more than 24 consecutive hours or such time as mentioned in specified in Part I of the Schedule to this policy to avail of this Benefit

### **EXCLUSIONS APPLICABLE TO SECTION 1 AND EXTENSIONS THEREIN -:**

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 in connection with or in respect of:

1. A health condition where the person whose condition gives rise to a claim is at the time of traveling receiving or on a waiting list for treatment in a hospital or nursing home or has received a terminal prognosis
2. Medical treatment to be obtained abroad if that is the sole reason or one of the reasons for the insured trip
3. A medical condition existing prior to commencement of this insurance
4. Non-emergency services, supplies, or charges (examples are those for cosmetic surgery, physical exams, allergies, hearing aids, eyeglasses, contact lenses, palliative or cosmetic foot care, experimental treatment, or other services which are not Medically Necessary to provide Emergency Medical Care)
5. Treatment that in the opinion of a medical practitioner approved by the Company and/or Assistance Company could reasonably be delayed until return of the Insured to his/her country of residence
6. For charges in excess of reasonable and necessary charges as per the determination by the Company or the Assistance Company.
7. Treatment relating to the removal of physical flaws or anomalies (cosmetic treatment or plastic' surgery in any form or manner) unless necessitated by a covered accident during the Insured Trip
8. Treatment received in unlicensed facilities or given by unlicensed health care providers
9. Treatment given by a Family Member whether or not a licensed provider
10. Any costs incurred in connection with rest cures or recuperation at a spa or health resort, sanatorium, convalescence home or similar institution.
11. Any costs related to mental or psychiatric disorders
12. Pregnancy, childbirth and any consequences thereof unless the medical assistance provided abroad involves unforeseen emergency measures to save the Insured's or the child's life in the event of acute complications, provided that the Insured has not completed the age of 38 years and 30th week of the pregnancy is not yet completed
13. Medical treatment of typical symptoms suffered during pregnancy and their consequences, including changes in other chronic conditions as a result of pregnancy
14. Any medical check-ups during pregnancy or treatment of the pregnancy
15. Rehabilitation and/or physiotherapy or the costs of prostheses/ prosthetics (artificial limbs) etc.

16. Treatment provided in government hospital or services for which no charge is made
17. Medical expenses incurred as the result of alcohol and/or drug abuse addiction or overdose
18. Well child care including examinations and immunizations
19. Routine physical or other examination where there is no objective indications or impairment in normal health
20. Medical expenses covered under any worker's compensation or similar policy.
21. Any expenses incurred in India unless approved by the Assistance Company in advance.

### **CLAIMS PROCEDURE**

In the event of the Insured contracting any Illness/Injury necessitating a treatment rendered as Emergency, he / she shall provide the particulars of insurance cover as also the details of the Third Party Administrator to the Hospital and / or the Medical Practitioner while simultaneously reporting the contingency / claim to the Third Party Administrator within 30 days of occurrence.

#### **Documents to be submitted**

1. Claim Form
2. Discharge report (original), all medical reports (these can be copies), original bills, receipts and prescriptions
3. Any other documents if required

### **SECTION 2 - REPATRIATION OF REMAINS**

In the unfortunate event of the death of the Insured whilst on a Trip during the Period of Insurance, the Company shall, compensate the Nominee for the costs of transporting the remains of the deceased Insured back to the City of Residence or Place of Origin or, up to an equivalent amount, whichever is lower for a local burial or cremation in the place where the death occurred, provided that the Company's liability does not exceed the liability mentioned in Part I of the Schedule. Such expenses include expenses for embalming, cremation and coffin.

#### **EXCLUSIONS APPLICABLE TO SECTION 2- REPATRIATION OF REMAINS**

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 in connection with or in respect of:

1. A health condition where the person whose condition gives rise to a claim is at the time of traveling receiving or on a waiting list for treatment in a hospital or nursing home or has received a terminal prognosis
2. Medical treatment to be obtained abroad if that is the sole reason or one of the reasons for the insured trip
3. A medical condition existing prior to commencement of this insurance
4. Non-emergency services, supplies, or charges (examples are those for cosmetic surgery, physical exams, allergies, hearing aids, eyeglasses, contact lenses, palliative or cosmetic foot care, experimental treatment, or other services which are not Medically Necessary to provide Emergency Medical Care)
5. Treatment that in the opinion of a medical practitioner approved by the Company and/or Assistance Company could reasonably be delayed until return of the Insured to his/her country of residence
6. For charges in excess of reasonable and necessary charges as per the determination by the Company or the Assistance Company.
7. Treatment relating to the removal of physical flaws or anomalies (cosmetic treatment or plastic' surgery in any form or manner) unless necessitated by a covered accident during the Insured Trip
8. Treatment received in unlicensed facilities or given by unlicensed health care providers
9. Treatment given by a Family Member whether or not a licensed provider
10. Any costs incurred in connection with rest cures or recuperation at a spa or health resort, sanatorium, convalescence home or similar institution.
11. Any costs related to mental or psychiatric disorders
12. Pregnancy, childbirth and any consequences thereof unless the medical assistance provided abroad involves unforeseen emergency measures to save the Insured's or the child's life in the event of acute complications, provided that the Insured has not completed the age of 38 years and 30th week of the pregnancy is not yet completed

13. Medical treatment of typical symptoms suffered during pregnancy and their consequences, including changes in other chronic conditions as a result of pregnancy
14. Any medical check-ups during pregnancy or treatment of the pregnancy
15. Rehabilitation and/or physiotherapy or the costs of prostheses/ prosthetics (artificial limbs) etc.
16. Treatment provided in government hospital or services for which no charge is made
17. Medical expenses incurred as the result of alcohol and/or drug abuse addiction or overdose
18. Well child care including examinations and immunizations
19. Routine physical or other examination where there is no objective indications or impairment in normal health
20. Medical expenses covered under any worker's compensation or similar policy.
21. Any expenses incurred in India unless approved by the Assistance Company in advance.

### **CLAIMS PROCEDURE**

In event of a contingency resulting in the death of the Insured, his / her representatives shall immediately report the same to the Third Party Administrator and submit the claims form furnishing the complete details of the death of the Insured to the Third Party Administrator

Documents to be submitted in support of the claim:

1. Claim form
2. Death certificate
3. Original bills/ receipts for expenses
4. Bills and receipts in case of local burial
5. Police Report (in case of Accident related admissions), copy of the passport (with the exit and entry stamped sheet), tickets and boarding pass

### **SECTION 3 – MEDICAL EVACUATION**

The Company shall indemnify the Insured for the cost incurred for an ambulance or any other Emergency transportation and evacuation services, including necessary medical care en-route, reasonably incurred forming part of the treatment for any illness contracted or Injury sustained whilst on Trip during the Period of Insurance. These transportation expenses would be limited to transporting the Insured from the place of loss to the nearest appropriate medical facility or to the Place of Origin or to the City of Residence of the Insured, whichever is nearer. Provided that the Company's liability does not exceed the liability mentioned in Part I of the Schedule hereto.

Provided that such cost are certified and authorized by the Third Party Administrator of the Company and/or the Company.

However the Company shall not be liable for the first US\$ 100 (for Geographical scope of cover outside India) or such a deductible amount as mentioned against this benefit in Part I of the Schedule to this Policy, in respect of each and every claim admissible under this benefit.

### **EXCLUSIONS APPLICABLE TO SECTION 3 – MEDICAL EVACUATION:**

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 in connection with or in respect of:

1. A health condition where the person whose condition gives rise to a claim is at the time of traveling receiving or on a waiting list for treatment in a hospital or nursing home or has received a terminal prognosis
2. Medical treatment to be obtained abroad if that is the sole reason or one of the reasons for the insured trip
3. A medical condition existing prior to commencement of this insurance
4. Non-emergency services, supplies, or charges (examples are those for cosmetic surgery, physical exams, allergies, hearing aids, eyeglasses, contact lenses, palliative or cosmetic foot care, experimental treatment, or other services which are not Medically Necessary to provide Emergency Medical Care)
5. Treatment that in the opinion of a medical practitioner approved by the Company and/or Assistance Company could reasonably be delayed until return of the Insured to his/her country of residence

6. For charges in excess of reasonable and necessary charges as per the determination by the Company or the Assistance Company.
7. Treatment relating to the removal of physical flaws or anomalies (cosmetic treatment or plastic' Osurgery in any form or manner) unless necessitated by a covered accident during the Insured Trip
8. Treatment received in unlicensed facilities or given by unlicensed health care providers
9. Treatment given by a Family Member whether or not a licensed provider
10. Any costs incurred in connection with rest cures or recuperation at a spa or health resort, sanatorium, convalescence home or similar institution.
11. Any costs related to mental or psychiatric disorders
12. Pregnancy, childbirth and any consequences thereof unless the medical assistance provided abroad involves unforeseen emergency measures to save the Insured's or the child's life in the event of acute complications, provided that the Insured has not completed the age of 38 years and 30th week of the pregnancy is not yet completed
13. Medical treatment of typical symptoms suffered during pregnancy and their consequences, including changes in other chronic conditions as a result of pregnancy
14. Any medical check-ups during pregnancy or treatment of the pregnancy
15. Rehabilitation and/or physiotherapy or the costs of prostheses/ prosthetics (artificial limbs) etc.
16. Treatment provided in government hospital or services for which no charge is made
17. Medical expenses incurred as the result of alcohol and/or drug abuse addiction or overdose
18. Well child care including examinations and immunizations
19. Routine physical or other examination where there is no objective indications or impairment in normal health
20. Medical expenses covered under any worker's compensation or similar policy.
21. Any expenses incurred in India unless approved by the Assistance Company in advance.

#### **CLAIMS PROCEDURE**

In event of circumstances leading to Medical Evacuation of the Insured Person, his / her representatives shall immediately report the same to the Third Party Administrator/ Company and submit the claims form furnishing the complete details along with the supporting documentation.

#### **Documents to be submitted in support of the claim**

1. Discharge report (original), all medical reports (these can be copies), original bills, receipts and prescriptions, Death Certificate, Certificate from doctor as to the cause of Death.
2. Bills and receipts in connection with transportation
3. Claim form

#### **SECTION 4 - DENTAL TREATMENT (ARISING OUT OF ACCIDENT)**

The Company shall compensate the Insured for expenses incurred on acute anesthetic treatment to a natural tooth or teeth or the services or supplies provided by a licensed dentist, Hospital or other provider that are medically and immediately necessary to treat dental problems resulting from Injury, during Insured Trip but not exceeding the Sum Insured for the coverage as mentioned in the schedule, subject to the deductibles specified in the schedule attached.

However, this definition shall not include any treatment taken for a pre-existing condition.

#### **EXCLUSIONS APPLICABLE TO SECTION 4 - DENTAL TREATMENT**

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 in connection with or in respect of:

1. A health condition where the person whose condition gives rise to a claim is at the time of traveling receiving or on a waiting list for treatment in a hospital or nursing home or has received a terminal prognosis
2. Medical treatment to be obtained abroad if that is the sole reason or one of the reasons for the insured trip
3. A medical condition existing prior to commencement of this insurance



4. Non-emergency services, supplies, or charges (examples are those for cosmetic surgery, physical exams, allergies, hearing aids, eyeglasses, contact lenses, palliative or cosmetic foot care, experimental treatment, or other services which are not Medically Necessary to provide Emergency Medical Care)
5. Treatment that in the opinion of a medical practitioner approved by the Company and/or Assistance Company could reasonably be delayed until return of the Insured to his/her country of residence
6. For charges in excess of reasonable and necessary charges as per the determination by the Company or the Assistance Company.
7. Treatment relating to the removal of physical flaws or anomalies (cosmetic treatment or plastic surgery in any form or manner) unless necessitated by a covered accident during the Insured Trip
8. Treatment received in unlicensed facilities or given by unlicensed health care providers
9. Treatment given by a Family Member whether or not a licensed provider
10. Any costs incurred in connection with rest cures or recuperation at a spa or health resort, sanatorium, convalescence home or similar institution.
11. Any costs related to mental or psychiatric disorders
12. Pregnancy, childbirth and any consequences thereof unless the medical assistance provided abroad involves unforeseen emergency measures to save the Insured's or the child's life in the event of acute complications, provided that the Insured has not completed the age of 38 years and 30th week of the pregnancy is not yet completed
13. Medical treatment of typical symptoms suffered during pregnancy and their consequences, including changes in other chronic conditions as a result of pregnancy
14. Any medical check-ups during pregnancy or treatment of the pregnancy
15. Rehabilitation and/or physiotherapy or the costs of prostheses/ prosthetics (artificial limbs) etc.
16. Treatment provided in government hospital or services for which no charge is made
17. Medical expenses incurred as the result of alcohol and/or drug abuse addiction or overdose
18. Well child care including examinations and immunizations
19. Routine physical or other examination where there is no objective indications or impairment in normal health
20. Medical expenses covered under any worker's compensation or similar policy.
21. Any expenses incurred in India unless approved by the Assistance Company in advance.

#### **CLAIMS PROCEDURE**

Claims provisions applicable to Section 4 - Dental Treatment

In event of the Insured contracting any Illness / sustaining any Injury necessitating a treatment in Hospital he / she shall render the particulars of insurance cover as also the details of the Third Party Administrator to the service provider (rendering the treatment) while simultaneously reporting the contingency / claim to the Third Party Administrator as provided in the Claims Procedure

Documents to be submitted in support of the claim:

1. Claim form
2. Medical reports , Doctor's advice report
3. All diagnostic report
4. Original Bills / receipts / prescription
5. If expenses paid by the insured – proof of payment
6. And any other document as may be appropriately applicable for the claims preferred under this section of the Policy

In respect of all claims payable hereunder, the Company may effect settlement either in the form of cashless treatment facility or by reimbursement of the amount of claim to the Insured, at its sole discretion

### **SECTION 5- LOSS OF CHECKED IN BAGGAGE**

If the checked-in baggage, the property of the Insured (not hired or entrusted to him) or any part thereof shall be lost by an Airline/Carrier, the Company will by payment or at their option by reinstatement indemnify the Insured in respect of such loss up to the maximum amount as specified in the schedule of benefits, subject to the deductibles in the schedule attached

#### **PROVIDED ALWAYS THAT**

1. The Insured shall exercise reasonable care for the safety of his property as if he was uninsured.
2. Any loss of checked-in baggage in transit must be notified immediately to the Airline/Carrier (as appropriate) and a claim lodged with the Airline/Carrier (as applicable) and their written report must be obtained and produced in support of any claim in all such cases.
3. The liability of the Company is in excess of the liability of the Airline/Carrier subject to the excesses and limits applicable per article.
4. 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.
5. In the event of a claim in respect of a pair or set of articles the Company shall be liable only for the value of that part of the pair or set which is lost.
6. No one article, pair or set of articles shall be deemed of greater value than US\$ 100, if not supported by bills of purchase.
7. Cover only applies to loss, damage or destruction occurring during the Insured Trip.

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 carrier by the Insured, or on behalf of the Insured, 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.

#### **EXCLUSIONS APPLICABLE TO SECTION 5 - LOSS OF CHECKED-IN BAGGAGE:**

The Company shall not be liable for any loss in connection with the following:

- a. Any loss of the items contained within the checked in baggage without the checked in baggage itself being lost
- b. Any partial loss of the items contained within the checked-in baggage.
- c. Items contained within the checked-in baggage, which are valued in excess of US \$ 100 without appropriate proof.
- d. Losses arising from any delay, detention, confiscation by customs officials or other public authorities
- e. Items other than personal effects carried by the Insured if not declared and endorsed by the insurer specifically.
- f. Eyeglasses, sunglasses, contact lenses, hearing aids, artificial teeth and limbs; Tickets, keys, money, securities, bullion, stamps, credit cards, documents (travel or otherwise) mobile phones and deeds;
- g. Property shipped as freight or shipped prior to The Insured's Trip departure date;
- h. Rugs or carpets of any type;
- i. More than USD500 aggregate for all jewelry, watches, gems, furs, cameras and camera equipment, camcorders, sporting equipment, computers, radios and other electronic items without submission of original receipts.
- j. The liability of the Airline/Carrier and the deductible specified in the policy.
- k. Any checked-in baggage loss in the Republic of India.

#### **CLAIMS PROCEDURE:**

Claims provisions applicable to Section 5 – Loss of Checked-In Baggage:

### **Documents to be submitted in support of the claim**

1. Original bills, receipts of emergency purchases made, Original reports or letter from airlines, Baggage non-traceable certificate
2. Copy of the passport (with the exit and entry stamped sheet), tickets and boarding pass
3. Evidence for receipt of compensation from airlines.

### **SECTION 6 – LOSS OF LAPTOP/TABLET/MOBILE**

The Company shall indemnify the Insured Person for the loss or damage of Laptop and or Tablet or mobile due to theft, larceny, robbery or hold up anywhere outside India during the Cover period subject to the claim settlement Criteria stated below

#### **CLAIM SETTLEMENT CRITERIA:**

In the event of a loss the Company shall indemnify the Insured for the Replacement Value of the insured items as new at the time of damage less due allowance for Betterment, wear and tear and depreciation as market value which can be realized from the market for such insured item immediately before occurrence of damage.

#### **CLAIM PROCEDURE**

It is a condition precedent to the Company's Liability hereunder that upon discovering loss of laptop/ Tablet, the Insured/Insured Person shall provide proof of ownership with original bill and rest all required documents, which must be submitted to the Insurance Company / Claims Administrator in the event of a Claim.

#### **DEDUCTIBLE**

A deductible of USD 50 or 10 % of claim amount whichever is higher is applicable for each and every claim.

#### **EXCLUSIONS**

However, the Company will not pay for any:

1. Electrical or mechanical breakdown of the laptop / tablet
2. Loss of software's or data in the laptop/ tablet and any consequential loss
3. Loss or damage arising from detention, confiscation, destruction or requisition by or under the order of any Government and/or public or local authority
4. Loss or damage arising for any reason, other than Theft
5. Theft of the laptop/ tablet whilst in the custody of any persons, other than the Insured Person.
6. Loss arising out of mysterious disappearance of the laptop/ tablet
7. Claims relating to loss, damage or theft from an unattended vehicle unless the items were in a locked boot and not visible and where entry was effected by violent and forcible means
8. Loss occasioned through the willful act of the Insured Person or any willful act of any other person with a connivance of the Insured.

### **SECTION 7 - DELAY OF CHECKED IN BAGGAGE**

The Company shall compensate the Insured for the temporary delay of checked-in baggage being transported during an Insured Trip of the policy but not exceeding the Sum Insured for the coverage as specified in the schedule subject to the deductibles specified in the Schedule attached to the policy.

The Company will pay for costs of necessary emergency purchases of toiletries, medication and clothing in the event of the Insured suffering temporary delay of his/her checked-in baggage while being transported during the Trip provided that:

- a. The delay of checked-in baggage is more than 12 hours from the actual arrival time of the carrier at the destination and relates to delivery of baggage that has been checked in by the carrier.
- b. The Insured is a ticketed passenger on a common carrier.
- c. Insured submits the Company written proof of delay from the carrier.
- d. Insured submits the Company the original receipts for the necessary emergency purchases of toiletries, medication and clothing that he/she needed to buy.

**EXCLUSIONS APPLICABLE TO SECTION 7 - DELAY OF CHECKED-IN BAGGAGE:**

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

- (a) Delay arising from any delay, detention, confiscation by customs officials or other public authorities.
- (b) Any checked-in baggage delay on the inbound sector to the Country of Residence.

**CLAIMS PROCEDURE:**

Claims provisions applicable to Section 7 – Delay of Checked-In Baggage

- 1. Original bills, receipts of emergency purchases made, Original reports or letter from airlines, Baggage non-traceable certificate
- 2. Copy of the passport (with the exit and entry stamped sheet), tickets and boarding pass
- 3. Evidence for receipt of compensation from airlines.

**SECTION 8 - PERSONAL ACCIDENT**

If an Insured sustains accidental bodily injury at any time during the period of insurance caused solely and directly by external violent and visible means and such injury shall within 12 months from the date of the accident be the sole and direct cause (apart from illness or disease directly resulting from or medical or surgical treatment rendered necessary by such injury) of death or disablement the Company will pay to the Insured or his/her legal representatives the under mentioned percentages of the sum insured which is specified in the schedule as per the Table of Benefits.

**Table of Benefits:**

Benefits	Percentage of Sum Insured
1. Death	100
2. Loss of one hand and one foot	100
3. Loss of Speech and hearing in both ears	100
4. Loss or inability to function of	
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 centre 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 centre 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

**PROVIDED ALWAYS THAT**

The aggregate liability of the Company under this Section shall not exceed 100%.

Where the named Insured Person is aged 18 years or below the maximum principal sum payable is US \$2500.

This insurance shall not apply in respect of death or disablement directly or indirectly caused by or arising out of the Insured being affected by a drug unless the drug is taken under the direction of a legally qualified medical practitioner provided such direction is not for the treatment of drug addiction



### **EXCLUSIONS APPLICABLE TO SECTION 8 - PERSONAL ACCIDENT**

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 in connection with or in respect of:

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 is flying as a passenger on a multi engine, commercial aircraft.
6. Any claim arising out of an accident related to pregnancy or childbirth, venereal disease or infirmity.

### **CLAIMS PROCEDURE:**

Claims provisions applicable to Section 8 – Personal Accident

1. Police Report, Death Certificate, Post-Mortem Report (if available), Certificate from doctor as to the cause of Death or details of disability
2. Copy of the passport (with the exit and entry stamped sheet), tickets and boarding pass

### **SECTION 9 - PERSONAL LIABILITY**

If the Insured in his/her private capacity shall become legally liable for

- (a) bodily injury or illness (fatal or non-fatal) (hereinafter referred to as injury) to any person (other than a person in the Insured's service or any member of his/her family or household)
- OR
- (b) loss of or damage to property (not belonging to nor held in trust by or in the custody or control of the Insured or any member of his/her family or household or servants) caused by an occurrence during the period of insurance then in respect of such injury loss or damage the Company will indemnify the Insured or, in the event of his/her death, his/her legal representative against all sums which he/she shall become legally liable to pay as compensation and all legal costs awarded to any claimant, maximum up to the limits specified in the schedule attached hereto.

For Insured in respect of all claims arising out of any one occurrence or series of occurrences consequent upon or attributable to one source or original cause, irrespective of the number of claimants inclusive of legal costs and expenses, being a combined limit for injury and loss of or damage to property.

The Company may at any time pay to the Insured (or, in the event of his/her death, his/her legal representative) in connection with any claim or series of claims notified hereunder the limit of liability stated above (after deduction of any sum or sums already paid by the Company whether as costs and expenses or as compensation) or any lesser amount for which such claim or claims can be settled and upon such payment being made the Company shall be under no further liability in connection therewith and shall (except with respect to any subrogation action) relinquish the conduct and control of such claim or claims.

### **PROVIDED ALWAYS THAT**

The Company shall have complete control over the conduct of any legal proceedings and the selection, appointment and control of any Solicitor or other legal adviser.

### **EXCLUSIONS APPLICABLE TO SECTION 9- PERSONAL LIABILITY**

The Company shall not be liable for:

- 1) Legal expenses incurred without their written consent.
- 2) Any claim which arises by virtue of an agreement but which would not have arisen in the absence of such agreement.
- 3) Any claim for injury, loss or damage arising directly or indirectly from
  - 1.1 The Insured's ownership or use of aircraft, mechanically propelled watercraft/vessels (other than rowing boats, punts or canoes),
  - 1.2 domestic animals or firearms other than sporting guns;
  - 1.3 the Insured's occupation (except temporarily for the purpose of the trip) or ownership of any land or buildings other than the occupation of any temporary residence
  - 1.4 the pursuit or exercise of any trade or profession, or from racing of any kind
  - 1.5 willful or malicious acts of the Insured
  - 1.6 This insurance does not apply to liability for which indemnity is provided under the terms of any other existing policy or policies except in respect of any excess beyond the amount which would have been payable under the terms of such other policy or policies had this insurance not been effected.
- 4) Liability arising out of the rendering of or the failure to render professional services
- 5) Liability arising out of the ownership, maintenance, use, loading or unloading of motor vehicles all other motorized land conveyances,
- 6) Liability arising out of the transmission of a communicable disease by insured
- 7) Liability arising out of sexual molestation, corporal punishment, or physical or mental abuse
- 8) Bodily injury to any person eligible to receive any benefits voluntarily provided or required to be provided by insured under any worker's compensation law, non-occupational disability law or occupational diseases law or similar law
- 9) Suits or legal actions arising from the insured's family member against the insured.

#### **CLAIMS PROCEDURE**

Claims provisions applicable to Section 9 – Personal Liability

#### **Documents to be submitted:**

1. Description of the incident
2. Proof of Judicial decision
3. Copy of the Police complaint given by the Victim
4. Legal Notice/summons
5. Copy of the ticket, Boarding Pass, Copy of the passport (with the exit and entry stamped sheet)
6. Claim Form

#### **SECTION 10 - HIJACK DISTRESS COMPENSATION**

In the event that a common carrier in which the Insured is traveling is hijacked during the Insured Trip and the Insured's journey is interrupted or disrupted for more than twelve (12) hours, then the Company will pay Indian Rupee equivalent for each day of delay caused to the Insured, as per the amounts mentioned in the benefit schedule subject to the deductible as specified in the Schedule attached to the Policy.

The Company shall not be liable to make any payment under this Benefit during the first 12 hours of the hijacking of such Common Carrier.

#### **EXCLUSIONS APPLICABLE TO SECTION 10 - HIJACK DISTRESS COMPENSATION**

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

1. Any incident where the Insured is suspected to be either the principal or an accessory in the hijacking.
2. Any claim as a consequence of a change in the regular routes of carrier due to traffic, weather, fuel shortage, technical snag, or security reasons.

### **CLAIMS PROCEDURE:**

Claims provisions applicable to Section 10 – Hijack Distress Compensation

Documents to be submitted:

1. Boarding Pass
2. Copy of the passport (with the exit and entry stamped sheet)
3. Copy of the ticket
4. Claim form

### **SECTION 11 – LOST WALLET**

If an insured person's wallet is lost or stolen during the insured journey, the Company will pay the benefit amount as mentioned in the policy schedule.

### **EXCLUSIONS:**

The Company will not be liable if:

1. transportation tickets, or other similar items that were in the lost or stolen wallet other than your personal papers and payment cards;
2. losses that are caused by any events other than lost or stolen, such as fire, water, normal wear and tear, manufacturing defects, vermin, insects, cleaning or repairs, or similar events;
3. accidental damage to your wallet and items inside;
4. any fraudulent/unauthorized charges on the lost or stolen payment cards;
5. any identity theft related costs that are caused by lost or stolen personal papers or payment cards.

### **CLAIM PROCEDURE:**

An official police report that indicates the incident happened within the covered time frame in order for and admissible claim

### **SECTION 12 - TRIP CANCELLATION AND INTERRUPTION**

The Company shall indemnify the Insured for the financial loss incurred by the Insured arising out of cancellation of the Trip (whether wholly or in part) solely attributable to and / or arising out of:

1. Earthquake;
2. Storm, flood, inundation, cyclone, tempest, fog (optional cover)
3. Terrorism;

provided that, the named perils hereinabove shall take place at or in the vicinity of the City of Residence or Place of Origin or Place of Destination or any intermediate place which is involved in or related to the Insured's Trip; and Personal contingencies like death or imminent death, or emergency Hospitalization treatment necessitated to the Insured or Insured's Immediate Family due to an unforeseen Illness or Injury.

Subject to the maximum liability of the Company as stated in Part I of Schedule, the Company shall pay to the Insured:

1. Official cancellation charges;
2. Actual additional transportation expenses incurred to return to the City of Residence or Place of Origin , provided that, the additional expenses are for alternative travel arrangement of the same class and / or type and by the most direct route;

The Company's liability under this Benefit shall be limited to the difference between the actual charges incurred for the return journey from the place of cancellation to the City of Residence or Place of Origin of the Insured and the amounts obtained towards refund towards the unfulfilled / unfinished portion of the Trip.

However the Company shall not be liable for the first US\$ 100 (for Geographical scope of cover outside India) in respect of each and every claim admissible under this benefit.

### **EXCLUSIONS APPLICABLE TO SECTION 12 – TRIP CANCELLATION AND INTERRUPTION**

The Company shall not be liable for any loss caused by and/or attributable to the following:

1. Directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether was be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
2. Directly or indirectly caused by or contributed by:
  - a. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
3. Cancellation of the Trip either wholly or in part done at the instance of the Common Carrier or by the travel agent;
4. Cancellations of the Trip either wholly or in part done at the instance of the authority governing the Common Carrier or the government;
5. Any circumstances other than those that are directly attributable to the perils as stated above.

**CLAIMS PROCEDURE:**

Claims provisions applicable to Section 12 – Trip Cancellation & Interruption

In event of any of the contingencies covered hereunder occurring either at the City of Residence or Place of Origin or at any intermediate place any time after the commencement of the Trip and before termination of the same, resulting in the interruption of the scheduled travel being part of the Trip necessitating cancellation of the Trip, immediate notice thereof shall be given by the Insured to the Third Party Administrator of Company.

**Documents to be submitted in support of the claim:**

1. In case of cancellation of the Trip either in the City of Residence or Place of Origin or any other intermediate place forming part of the Trip by the Common Carrier solely resulting from contingencies namely earthquake, storm, flood, inundation, cyclone, tempest & terrorism, fog (if specifically covered) duly completed claims form to be accompanied by:
  - a. Confirmation of cancellation of the Trip from the Common Carrier detailing the circumstances of cancellation;
  - b. Original used ticket issued by the Common Carrier indicating the cost the ticket and receipt for the refund of the fare of the Common Carrier towards the cancelled portion of the Trip, the cancellation charges retained;
  - c. Original bill and a receipt / letter obtained from the hotel and / or guest house and / or any other paid residential accommodation (available for fee) indicating the amount paid for the accommodation, the refund given and the cancellation charges retained, wherever such accommodation has be arranged at the place of cancellation of the Trip;
  - d. Used ticket issued by the Common Carrier in original for return journey from the place of cancellation to the City of Residence or Place of Origin of the Insured which indicate the cost of the tickets together with the receipts for the refunds obtained towards the unfulfilled portion of the Trip.
2. In case the cancellation of the Trip shall result because of personal contingencies covered hereunder or a decision taken at the instance of the Insured arising out of the contingencies namely earthquake, storm, flood, inundation, cyclone, tempest & terrorism, fog (if specifically covered) the duly completed claims form to be accompanied by:
  - a. A declaration from the Insured furnishing the circumstances that compelled him / her to cancel the Trip;
  - b. Medical evidence as may be required by the Third Party Administrator in case of the cancellation of the Trip arising out of personal contingencies of the Insured or his / her Immediate Family;
  - c. Receipt for the refund of the fare of the Common Carrier towards the cancelled portion of the Trip indicating the cancellation charges retained;



- d. Receipt / letter obtained from the hotel and / or guest house and / or any other residential accommodation (available for a fee) indicating the cancellation charges retained, wherever such accommodation has been arranged at the place of cancellation of the Trip;
  - e. Used ticket issued by the Common Carrier or boarding pass, as the case may be, in original for return journey from the place of cancellation to the City of Residence or Place of Origin of the Insured together with the receipts for the refunds obtained towards the unfulfilled portion of the Trip.
3. In case the cancellation charges either for the Trip or part of it or in relation to the accommodation in a hotel / guest house / other residential accommodation is waived to the advantage of the Insured subsequent to any settlement of claim under this Benefit, the Insured shall forthwith return the sum paid by the Company to the extent of such waiver.
  4. And any other document as may be appropriately applicable for the claims preferred under this section of the Policy

### SECTION 13: TRIP CURTAILMENT

The Company shall indemnify the Insured Person, subject to limit shown in the Schedule, for the charges Incurred for personal accommodation or travel charges paid or contracted to be paid by the insured person, which are not recoverable from any other source, following the necessary and unavoidable curtailment of the trip because of:

1. Death of the Insured person's spouse, parents, parent in laws or child
2. Serious injury or sudden sickness requiring hospitalization of the insured person's Spouse, parents or parent in laws or child provided the trip curtailment happens within 7 days from the date of discharge from the hospital overseas and under advice of the Treating Physician.
3. Serious injury or sudden sickness requiring hospitalization of the insured person's Spouse, parents or parent in laws or child residing in India.
4. The hijack of an aircraft in which the Insured person is travelling as a fare-paying passenger.

#### CLAIM PROCEDURE:

1. Claim Form (to be filled and signed by Insured Person)
2. Hospitalization discharge summary/consultation papers of Insured Person/ spouse/ child/ parent/ parent in law if applicable.
3. All bills and payment receipts towards transportation and lodging (incurred overseas) if applicable.
4. NEFT form and Cancelled cheque stating Insured Person's / Claimant Indian Bank account details.
5. Passport and Visa copy with Entry Stamp Overseas and exit Stamp from India.
6. All bills and payment receipts towards transportation and lodging in overseas.
7. Death certificate in case of death

### SECTION 14 - TRIP DELAY

The Company shall reimburse the Insured for the expenses incurred subject to the sum as specified in Part I of the Schedule if the departure of the Insured shall be delayed, at any place forming part of the Trip, solely arising out of and consequent upon any of the contingencies specified hereunder:

1. Earthquake
2. Floods, rains, storm, cyclone, tempest, fog (optional cover)
3. Terrorism provided that, the named perils hereinabove shall take place at and in the vicinity of the City of Residence or Place of Origin or Place of Destination or any intermediate place which is involved in or related to the Insured's Trip; and
4. Cancellation or rescheduling of flights done at the instance of the Common Carrier that causes delay;

For the purpose of this Policy, reasonable expenses shall mean any expenses for meals and lodging which were necessarily incurred by the Insured as the result of delay arising out of and consequent upon the above mentioned contingencies and which were not provided by the Common Carrier or any other party free of charge.

Compensation shall be payable under this Section 14 provided that the Trip is delayed for more than 8 Hours (for Geographical scope of cover outside India) or for the period as mentioned against the Benefit in Part I of the Schedule to the Policy.

#### **EXCLUSIONS APPLICABLE TO SECTION 14 – TRIP DELAY**

No claim shall be payable by the Company in case of delay:

1. Arising out of contingencies other than those specifically named herein above;
2. Directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether was be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
3. Directly or indirectly caused by or contributed by:
  - a. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

#### **TERMS AND CONDITIONS APPLICABLE TO SECTION 14 – TRIP DELAY**

1. On the happening of the contingency covered under this section 14, resulting in the Insured's decision to delay the departure, immediate notice thereof shall be given to the Company.
2. The Insured shall look for immediate alternative arrangements for prosecuting the journey as scheduled so as to minimize the delay arising out of the contingency.

#### **CLAIMS PROCEDURE:**

Claims provisions applicable to Section 14 – Trip Delay

In the event of any of the contingencies covered hereunder occurring at any place forming part of the Trip, at any time after the commencement of the Trip and before termination of the same, resulting in the delay of the scheduled travel being part of the Trip, immediate notice thereof shall be given by the Insured to the Third Party Administrator of Company.

Documents to be submitted in support of the claim:

In case of delay of the Trip, at any place forming part of the Trip, by the Common Carrier solely resulting from contingencies namely earthquake, storm, flood, inundation, cyclone, tempest & terrorism, fog duly completed claims form to be accompanied by, confirmation of delay of the Trip from the Common Carrier detailing the circumstances of delay. And any other document as may be appropriately applicable for the claims preferred under this section of the Policy.

#### **Section 15: LOSS OF PASSPORT**

The Company will pay in the event of the Insured losing his/her passport during the Insured Trip up to the amounts specified in the benefit schedule, subject to the specified deductibles, in respect of reasonable and necessary expenses incurred in obtaining a new passport or valid travel documents to return to the country of residence

#### **EXCLUSIONS**

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

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 authorities within 24 hours of the Insured 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 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 kept in a locked hotel room or apartment and forcible and violent entry was used to gain access to it.

## **CLAIM PROCEDURE:**

### **Documents to be submitted**

1. Original bills, receipts for expenses incurred in obtaining new passport/alternate travel documents
2. Copy of the old passport (with the exit and entry stamped sheet) and the new passport tickets and boarding pass
3. Copy of the Police Report

### **BENEFIT 16 - MISSED (FLIGHT) CONNECTIONS**

The Company shall indemnify the Insured for up to the amounts specified in the benefit schedule, subject to the deductibles specified in the Schedule attached in all in respect of reasonable additional accommodation and traveling expenses incurred as a result of the Insured missing departure of the pre-booked outward journey from or pre-booked return journey to his country of residence (and/or missing departure of any intermediate connecting service) due to an accident or mechanical failure, traffic congestion due to an accident, and inclement weather causing interruption to the mode of transport in which the Insured is traveling to the departure point of the outward or return journey or intermediate connection service.

The insured will be reimbursed for,

1. Additional transportation costs to join the Trip (by the least expensive class).
2. Reasonable accommodations and meals up to \$50 per day.
3. And/or the non-refundable, unused portion of the prepaid expenses as long as the expense is supported by a proof of purchase and is not reimbursable by another source.

The compensation under this cover will not exceed the Sum Insured for the coverage as mentioned in the Schedule hereto. Deductibles as stated in the Schedule shall apply for each and every claim lodged under this section.

### **PROVIDED ALWAYS THAT**

1. The Insured has taken every reasonable steps to complete the journey to the departure point on time
2. The Insured shall submit to the Company all-relevant bills and receipts to substantiate the expenses incurred.

### **CLAIMS PROCEDURE:**

Claims provisions applicable to Section 16 – Missed (Flight) Connections

Documents to be submitted:

1. Copy of the letter issued to the carrier
2. Copy of letter describing the event
3. Proof of cause for the delay
4. Original bills/receipts of the additional expenses incurred

### **SECTION 17 - COMPASSIONATE VISIT**

The Company shall pay compensation, to the Insured in the event of Compassionate Visit by one Immediate Family Member, up to the amount stated in the Schedule to the Policy, as per the terms and conditions and the exclusions below.

### **TERMS AND CONDITIONS:**

In the event the Insured is Hospitalized for more than (7) consecutive days, and his medical condition forbids his repatriation and no adult member of his immediate family is present, the Company or Assistance Company, after obtaining confirmation of need for a companion from their panel doctor, will provide 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 bedside for the duration of his stay in the hospital.

Additionally, the company will refund the cost of stay of one immediate family member, up to the amount stated in the policy schedule. In any event, the Company's total liability for round trip transport and for daily allowances (accommodation and transportation only) shall not exceed the maximum amount stated in the Schedule under this Policy.

In the event parent(s), spouse / child of the Insured is Hospitalized for more than (7) consecutive days, the Company or Assistance Company, after obtaining confirmation of need for a companion from their panel doctor, will provide a round trip economy class air ticket, or first class railway ticket, to allow the Insured to be at the bedside of his parent(s), spouse / child for the duration of his/her stay in the hospital in the country of residence. In any event, the Company's total liability for round-trip transport shall not exceed the maximum amount stated in the Schedule under this Policy.

**EXCLUSIONS:** 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.

**CLAIM PROCEDURE:**

1. Claim Form
2. Recommendation from the attending doctor mentioning the requirement of presence of one adult family member near the insured bedside
3. Proof of admission / discharge summary

**SECTION 18: DEPUTATION OF SUBSTITUTE EMPLOYEE**

If following a covered illness/accident the Insured Person is to be evacuated and such Emergency Medical Evacuation is recommended by the attending physician and authorized by the Assistance Company, the Company will pay up to the sum indicated in respect of this benefit for any expenses incurred by the Insured in deputing a substitute employee from the same organization for the said purpose.

**SPECIAL PROVISIONS:**

1. The expenses referred to above means travel cost reasonably and necessarily incurred

**EXCLUSIONS:**

No claim is payable under this section if the substitute employee has already been booked for travel prior to Emergency evacuation of the employee declared for insurance.

1. The destination shall be the same as that of the Insured Person.
2. Only one such substitution is permissible in respect of one employee.

**CLAIM PROCEDURE:**

**Document to be submitted:**

- (i) Claim Form duly filled
- (ii) Doctor's advice report
- (iii) All diagnostic reports
- (iv) Original bills/receipts
- (v) Discharge certificate
- (vi) Proof of payment
- (vii) Policy copy
- (viii) Substitute employee's copy of ticket

**SECTION 19: BAIL BOND**

The Company will pay up to the Sum Insured indicated in the Schedule towards the cost of bail bond, following false arrest or wrongful detention of the Insured Person by the police/judicial authorities of the place at which he has specified in the proposal form whilst abroad and if the offence for which he is arrested or detained is bailable, then the amount up to the maximum specified against this benefit in the Schedule to the policy, will be provided to the appropriate authority/court as the bail amount towards the arrest or detention, subject to the terms and conditions and the exclusions below.

The deductible excess in respect of this benefit, if any, shall be of an amount as specified in the Schedule to this Policy.



## TERMS AND CONDITIONS

The Company will pay or arrange to pay through Assistance Company to the court directly on behalf of the Insured, the bail amount. This cover would be for bail-able offences only.

The Insured shall appear in the court on the date specified by the court for trial and judgment.

If the bail bond is forfeited due to the misconduct or negligence or any wrongful act of the Insured or otherwise by breach of the terms of such bail bond, the amount of the bail bond will require being repaid by the Insured to the Company within 1 month after the bail bond is forfeited and if the Company so deems necessary (whether on expiry of such 1 month or otherwise), the Insured will be liable to repay the bail amount together with the interest rate of 18% p.a. accruing from the date of payment by the Company to the court until receipt thereof from the Insured, and the costs and expenses reasonably incurred by the Company in such behalf.

In case of death of the Insured, at the first instance, the Immediate Family Member, and in case where there is no immediate family member, the sponsor, if any, will be liable to produce the death certificate or the necessary documents, as per the local law, in the court within 1 month (of such death) for the release of the bail amount to the Assistance Company. In case they fail to do so, the Insured hereby agrees that the Company would have full right and authority to recover the bail amount from the estate of the Insured, or the parents/guardians of the Insured, and if applicable, the Sponsor.

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

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

### EXCLUSIONS:

The Company shall not be liable to make any payment under this benefit in connection with or in respect of any expenses whatsoever incurred by the Insured in connection with or in respect of all non-bailable offences as per the local Law of the country in which the incident has taken place or occurred whilst the Insured's trip abroad or on account of any exclusion mentioned in the "General Exclusions" section of this policy.

### CLAIM PROCEDURE:

1. Copy of FIR (first information report)
2. Copy of the court order and proof of payment of the bail bond.
3. NEFT form and Cancelled cheque stating Insured
4. Person's / Claimant Indian Bank account details
5. Passport and Visa copy with Entry Stamp Overseas and exit Stamp from India

## SECTION 20: UNIVERSITY INSOLVENCY

The Company will indemnify the Insured person the actual additional expenses/ cost incurred by the insured for Common Carrier expenses for returning back to the Country of Residence / City of Residence and accommodation expenses in case the University in which the Insured Person has applied has become insolvent, provided that

1. The Company' liability shall be in relation to the economical category of accommodation in the same place of stay where the University is situated for a maximum of 7 days and additional expenses in relation to the economical class of travel.
2. It is a condition precedent to admission of liability by the Company under this cover that the insured shall take all steps to fix the primary responsibility for the University Insolvency and try to recover from them the consequential loss incurred by the insured. Details of the steps taken by the insured shall be furnished to the Company.

3. Any recovery towards additional expenses from the University as the case may be, if any, effected from the concerned agencies after settlement of the claim under the policy, shall be remitted to the Company to the extent of the amount of claim admitted and paid by the Company to the insured.

**EXCLUSIONS:** A claim is not admissible under this benefit unless expressly stated to the contract elsewhere in the policy terms and conditions in respect of any insured person for arising out of or directly or indirectly due to the insured failing to adhere to the rules of the University or regulation of state in connection to admission as the case may be.

**CLAIM PROCEDURE:** It is condition precedent to the Company's liability under this benefit that the following information and documentation shall be submitted to the Company or Assistance service provider immediately and in any event within 30 days of the event giving rise to the claim under this benefit.

1. A declaration from the insured that he/she has strictly complied with the rules laid down by the University.
2. Copy of the complaint lodged by the Insured on the University
3. Statement of claim for the expenses incurred
4. Original receipt for payment of charges to the other Common Carrier and/or other the accommodation provider.
5. Valid Visa having the same University Name

### **SECTION 21: LOSS OF INTERNATIONAL DRIVING LICENSE**

If the Insured person loses his/her international driving license on account of theft, then the Company will indemnify the cost incurred by the Insured Person towards obtaining a duplicate driving license.

**CLAIM PROCEDURE:**

1. Copy of Police report
2. Original receipt for payment of charges to the authority for obtaining a new driving license

### **SECTION 22: STUDY INTERRUPTION**

The Company shall pay the insured, compensation in the event of Study Interruption up to the amount stated in the Schedule to the Policy, subject to the terms and conditions and the exclusions below:

**TERMS AND CONDITIONS**

The Study interruption has arisen on the following grounds:

- a. In the event of Hospitalization of the Insured of more than one consecutive month from either a covered Injury or sickness or in the case of terminal sickness or in the case of a medical repatriation, or
- b. in case of accidental death of any one immediate family member or the sponsor during the entire policy period,

which leads the Insured to discontinue his / her studies for the remaining part of the current school semester for which Tuition has been paid, the Company shall reimburse the Insured, the Tuition fees which has already been advanced to the educational institution less possible/actual refunds, up to the amount stated in the Policy Schedule.

In the event of a claim, the Insured shall make a request to the institution, in writing, seeking a written response from the institute towards any amount due to the insured by way of refunds, both of which shall require being provided to the Company. Only the figures shown on an official invoice(s) from the educational institution for payment of said Tuition Fees in conjunction with the refund statement, if any, shall be used for calculating any reimbursement paid by the Company. It cannot exceed the maximum amount stated in the Schedule of benefits under this policy.

**EXCLUSIONS**

This Benefit does not cover any other loss, directly or indirectly, in whole or in part, including loss caused by or resulting from:

- (a) Routine physical check up and / or any related thereto;

- (b) A trip, the purpose of which was to obtain medical care;
- (c) Cosmetic or plastic surgery except as a result of an accident;
- (d) Elective surgery;
- (e) Any costs related to diagnosis or treatment of mental, nervous or emotional disorders except while confined to the hospital and then the benefits are limited to 50% of covered expenses up-to 30 continuous days hospitalization as in-patient.
- (f) Alcoholism or drug addiction, or use of any drug or narcotic agent;
- (g) Any treatment provided by a family member;
- (h) Specific named hazards, hang gliding, mountaineering, rock climbing, sky diving, professional or amateur racing and piloting an aircraft;
- (i) 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
- (j) Damage to health caused by curative measures, radiation, infection, poisoning except where these arise from an accident.
- (k) Any other claim after a claim for death has been admitted by the Company and becomes payable.
- (l) Any claim which arises out of an accident connected with the operation of an aircraft or which occurs during parachuting except when the Insured is flying as a passenger on a multi engine, commercial aircraft.
- (m) Any claim due to pregnancy or childbirth, venereal disease or infirmity.

**IMMEDIATE FAMILY MEMBER** for the purpose of this Section shall mean spouse, children and parents only.

**CLAIM PROCEDURE:**

- a. Proof of payment of tuition fee along with the terms and conditions
- b. Request letter from insured seeking refund of fees for the period not attended
- c. Response from the institution

**SECTION 23: SPONSOR PROTECTION**

The Company shall pay towards Sponsor Protection up-to the amount as specified in the Schedule, as per the terms and conditions and the exclusions below.

**TERMS AND CONDITIONS**

In the event of a covered accident to the Insured's Sponsor as stated in the Enrolment Form resulting in Death, the Company shall reimburse the Insured the Tuition Fee incurred for the remaining period of this education up to the maximum limit stated in the Schedule of benefits. In the event of a claim, only the figures shown on official invoice(s) from the educational institution and voucher(s) of payment of the said Tuition fees, shall be used for calculating any reimbursement paid by the Company

The claim would be payable by the company upon submission of an official death certificate and a statement from a physician (which physician should not be a relative or spouse of the Insured or the Sponsor) stating cause of death, as proof of death, of the Sponsor, by the insured.

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

**CLAIM PROCEDURE:**

- a. Death certificate of the sponsor
- b. Certificate from physician or medical practitioner stating the cause of death of the sponsor
- c. Evident of payment of tuition fee

**GENERAL EXCLUSIONS**

**EXCLUSIONS APPLICABLE TO ALL SECTIONS EXCEPT WHERE STATED OTHERWISE**

This insurance does not cover:

- 1. Loss directly or indirectly occasioned by happening through or in consequence of:
  - (a) travel against medical advice or

- (b) any Pre-Existing Condition or
  - (c) with the intention of receiving medical treatment or
  - (d) after a terminal prognosis has been made or
  - (e) Winter Sports or the use of dry ski slopes
  - (f) Direct participation in riot or civil commotion.
  - (g) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power, an act (whether on behalf of any organization, body or persons or group of persons) activities or directed towards the overthrow or influencing of the Government de jure or de facto or any provincial or local authority with force or by means of fear, terrorism or violence
  - (h) Accidents whilst engaged in any form of racing, motor rallies and competitions, hang gliding, mountaineering (reasonably requiring the use of ropes or glides), pot holing, rafting or canoeing involving white water rapids, underwater activities requiring the use of artificial breathing apparatus, professional sport, rugby league or union, aerial activities, par ascending or aviation (other than as a fare-paying passenger in a certified multi-engine aircraft flown in the course of licensed operations for the transportation of passengers).
  - (i) Suicide or willfully self-inflicted injury or illness, mental disorder, anxiety or depression, venereal disease, alcoholism, drunkenness or the use of drugs (other than drugs taken in accordance with treatment prescribed or directed by a registered medical practitioner but not for the treatment of drug addiction), self exposure to peril (except in an attempt to save human life).
  - (j) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss directly or indirectly caused by or contributed to by or arising from nuclear fission, nuclear fusion or radio-active contamination.
  - (k) The insured engaging in any criminal or illegal act.
2. Claims arising from pregnancy.
  3. Claims increased by the Insured's own act or omission.
  4. Losses arising from accidents on two wheeled vehicles unless the driver is duly qualified and are in possession of a current license valid in the country where the vehicle is operated. Notwithstanding the foregoing, underwriters will not be liable for claims arising from accidents (as passenger or driver) on two wheeled vehicles of 125 cc or over.
  5. Claims relating to any ownership (part, time-share or otherwise) of land or building
  6. Consequential loss of any nature whether direct or indirect
  7. Claims relating directly or indirectly as a result of bankruptcy or liquidation.
  8. Any legal liability of whatsoever nature 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 from the combustion of nuclear fuel. For the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission.
    - (ii) The radioactive, toxic, explosive or other hazardous properties of any explosive unclear assembly or nuclear component thereof.
    - (iii) Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
  9. Provoked murder or assault, intentional self-injury or any attempt there at
  10. Deliberate exposure to exceptional danger (except in an attempt to save human life)
  11. The Company shall not be liable for any sums recovered by or on behalf of the Insured by reason of any reciprocal arrangements under any other Insurance Scheme.
  12. Professional or organized sports, rock climbing or mountaineering necessitating the use of ropes or guides, pot holing, hand gliding, bungee jumping, parachuting, any kind of race other than on foot or water and/or winter sports, racing speed or endurance tests, hazardous pursuits or occupation or air travel (Other than as a passenger in a duly licensed passenger carrying aircraft).



13. The Insured engaging in or taking part in armed forces, naval or air force service or operations and/ or Flying or other aerial activity except as a passenger in a fully licensed aircraft operated by a licensed commercial air carrier or recognized air charter Company (the word "passenger" does not include any member of the aircrew or a technician working in or upon an aircraft);
14. Congenital anomalies or any complications or conditions arising there from
15. This insurance shall not cover:  
Loss, damage or destruction:
  - (i) arising from confiscation or detention by customs or other official authorities;
  - (ii) which at the time of the happening of such loss, damage or destruction is insured by or would, but for the existence of this insurance, be insured under the terms of any other existing policy or policies except in respect of any excess beyond the amount which would have been payable under the terms of such other policy or policies had this insurance not been effected.

### **GENERAL CONDITIONS**

#### **APPLICABLE TO ALL SECTIONS UNLESS STATED OTHERWISE**

1. Minimum age of the insured shall be 6 months and maximum age shall be 70 years for Individual Policies.
2. The maximum number of travel days that may be insured, under the policy, shall be 180 days. Provided that the policy may be extended only twice beyond the initial period of 180 days during the trip duration by a maximum of additional 180 days at the discretion of the Company.
3. Extension of policy during the duration of the Trip can only be done only twice at the discretion of the Company. The Insured shall submit a declaration letter clearly mentioning the claims filed during the Original policy duration and also his/her health status as on the date of declaration. 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.
4. The policy applies to incidents outside the Republic of India unless specifically stated otherwise.
5. Policy start date should be on or before the trip start date. However the policy will be valid only if the Insured Journey commences within 14 days of the first day of insurance as indicated in the Policy Schedule.
6. Written notice of accidents proceedings or any other events which may give rise to a claim should be given to the Assistance Company immediately but in any case not exceeding 30 days after return of the insured back to country of residence. All certificates, information and evidence required by the Company or the Assistance Company shall be furnished at the expense of the Insured or his legal representatives.
7. No refund of premium will be allowed once cover under any Section has commenced.
8. Except with the written consent of the Company, no person is entitled to admit liability on their behalf or to give any representations or other undertakings binding upon them. The Company shall be entitled to conduct all proceedings arising out of or in connection with claims in the name of the Insured and to instruct Solicitors of their own choice for this purpose.
9. No payments will be made under Section 1, 2, 3, 4 and Section 8 without the appropriate Medical Certificate.
10. All claims that are payable to the Insured Person shall be paid in Indian currency only.
11. No sum payable under this policy shall carry interest.
12. The Insured shall act in a prudent manner and exercise reasonable care for the safety and supervision of his property as if uninsured.
13. In the event of a claim for Medical Expense or Personal Accident a medical adviser or advisers appointed by the Company or the Assistance Company shall be allowed to examine the Insured as often as the Company or the Assistance Company shall consider necessary.
14. The due observance and fulfillment of all the terms and conditions of this insurance by the Insured or anyone acting on his/her behalf in so far as they relate to anything to be done or complied with by the Insured or anyone acting on his/her behalf shall be a condition precedent to any liability of the Company to make any payment under this insurance.

15. The Company may at their own expense take proceeding in the name of the Insured to recover compensation from any Third Party in respect of any indemnity provided under this insurance and any amounts so recovered shall belong to the Company. The Insured shall render all such reasonable assistance to the Company or the Assistance Company as the Company may require.
16. This insurance shall be construed and have effect under the Laws of The Republic of India.

### **EMERGENCY ASSISTANCE**

It is a condition precedent to liability hereunder that in the event that an insured person suffers illness or injury or is in any event to be hospitalized, the insured person or their representative must contact Assistance Company immediately for assistance or advice. The insured person or his/her representative should furnish to the Assistance Company as much information concerning the illness or accident as is available, including the name of the treating doctor, name and telephone number of the hospital, the complete overseas travel insurance policy number and its date of issue and any other information required by them relevant to proceed the claim under this policy.

### **STANDARD TERMS AND CONDITIONS**

#### **1. Incontestability and Duty of Disclosure**

The Policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, misdescription or on non-disclosure in any material particular 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 devices being used by the Insured or any one acting on his behalf to obtain any benefit under this Policy.

#### **2. Reasonable Care**

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

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

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

#### **4. Material change**

The Insured shall immediately notify the Company by fax and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the Insured items or trade or business practices thereby containing the circumstances that may give rise to the claim and the Company may, adjust the scope of cover and / or premium, if necessary, accordingly.

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

The Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of the period of insurance furnish such information as the Company may require.

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

Any of the circumstances in relation to these conditions coming to the knowledge of any official of the Company shall not be the notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.

#### **7. Notice of charge etc.**

The Company shall not be bound to notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy but the receipt of the Insured or his legal personal representative shall in all cases be an effectual discharge to 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. Duties of the Insured on occurrence of loss**

It is a condition precedent to liability hereunder that in the event of any occurrence likely to give rise to a claim under this insurance the Insured Person or his /her representative should

1. notify the Assistance Company immediately and in any case within 48 hours after an actual or a potential loss begins or as soon as reasonably possible (but not later than 30 days after such loss begins)
2. take all reasonable and proper care to safeguard the covered property
3. notify the police or other appropriate authority in case of robbery or theft within 24 hours.

If the Insured does not comply with the provisions of this Clause or other obligations cast upon the Insured under this Policy, in terms of the other clauses referred to herein or in terms of the other clauses in any of the Policy documents, all benefits under the Policy shall be forfeited.

**10. Rights of the Company on happening of loss or damage**

The Company at its own expense shall have the right and opportunity to examine the Insured through the Company's appointed agents whose details will be informed to the Insured. The Company as and when reasonably required during the pendency of any claim shall have the right and opportunity to make Post-Mortem examination of the body of the Insured Person as permitted by law.

If the insured or any person on his behalf shall not comply with the requirement of the Company, or shall hinder or obstruct the Company in the exercise of the powers hereunder, all benefits under the Policy shall be forfeited.

**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 be permitted at all reasonable times to examine into the circumstances of such loss. The Insured 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 the Policy.

**12. Subrogation**

In the event of payment under this Policy, the Company shall be subrogated to all the Insured's rights or recovery thereof against any person or organisation, and the Insured shall execute and deliver instruments and papers necessary to secure such rights.

The Insured and any claimant under this Policy shall at the expense of the Company do and concur in doing and permit to be done, all such acts and things as may be necessary or required by the Company, before or after Insured's indemnification, in enforcing or endorsing any rights or remedies, or of obtaining relief or indemnity, to which the Company shall be or would become entitled or subrogated.

**13. Contribution**

If at the time of the happening of any loss or damage covered by this Policy, there shall be existing any other insurance of any nature whatsoever covering the same, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage. However this does not apply to Personal Accident claims which will be paid upto the limits specified in the policy.

**14. Fraudulent claims**

If any claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no court action or suit is commenced within twelve months after such rejection or, in case of arbitration taking place as provided therein, within 3 years after the Arbitrator or Arbitrators have made their award, all benefits under this Policy shall be forfeited.

**15. Cancellation:**

Cancellation of the policy may be done only where a journey is not undertaken and only on production of the Insured's passport as a proof that the journey has not been undertaken. Such cancellation will be subject to deduction of cancellation charges by the Company.

**16. Renewal:**

The policy may be renewed subject to mutual consent and mutually agreed terms and conditions. The Company, however, shall not be bound to give notice that the policy is due for renewal

**17. Policy Disputes**

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian Law.

**18. Arbitration clause**

If any dispute or difference of any nature or kind shall arising out of or relating to this contract of insurance shall be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute/difference, 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. 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 hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this Policy. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

It is also further expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not, within three years from the date of such disclaimer have been made the subject matter of a suit in a Court of Law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

**19. Notices**

Any notice, direction or instruction given under this policy shall be in writing and delivered by hand, post, or facsimile/email to Star Health and Allied Insurance Company Limited, No.1, New Tank Street, Valluvar Kottam High Road, Nungambakkam, Chennai 600034. Customer Care No. 044-69006900 or Toll Free No. 1800 425 2255, e-mail: support@starhealth.in

Notice and instructions will be deemed served 7 days after posting or immediately upon receipt in the case of hand delivery, facsimile or e-mail

**20. Customer Service**

If at any time the Insured Person requires any clarification or assistance, the insured may contact No.1, New Tank Street, Valluvar Kottam High Road, Nungambakkam, Chennai 600034, during normal business hours.



## 21. Grievances

In case the Insured Person is aggrieved in any way, the Insured may contact the Company, at the specified address during normal business hours.

### Grievances Department:

Star Health and Allied Insurance Company Limited, 4th Floor, Balaji Complex, No.15, Whites Lane, Whites Road, Royapettah, Chennai- 600014 or Call 044-69006900 during normal business hours or Send e-mail to [grievances@starhealth.in](mailto:grievances@starhealth.in), [gro@starhealth.in](mailto:gro@starhealth.in)

In the event of the following grievances:

- a) any partial or total repudiation of claims by an insurer;
- b) any dispute in regard to premium paid or payable in terms of the policy;
- c) any dispute on the legal construction of the policies in so far as such disputes relate to claims;
- d) delay in settlement of claims;
- e) non-issuance of any insurance document to customer after receipt of the premium

the Insured Person may approach the Insurance Ombudsman, within whose jurisdiction the branch or office of Star Health and Allied Insurance Company Limited is located.



**List of Ombudsman**

Office Details	Jurisdiction of Office Union Territory, District)
<p><b>AHMEDABAD</b> Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, AHMEDABAD – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in</p>	<p>Gujarat, Dadra &amp; Nagar Haveli, Daman and Diu.</p>
<p><b>BENGALURU</b> Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in</p>	<p>Karnataka.</p>
<p><b>BHOPAL</b> 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 Email: bimalokpal.bhopal@cioins.co.in</p>	<p>Madhya Pradesh Chattisgarh.</p>
<p><b>BHUBANESWAR</b> Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455 Email: bimalokpal.bhubaneswar@cioins.co.in</p>	<p>Odisha.</p>
<p><b>CHANDIGARH</b> Office of the Insurance Ombudsman, S.C.O. No. 101, 102 &amp; 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in</p>	<p>Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu &amp; Kashmir,Ladakh &amp; Chandigarh.</p>
<p><b>CHENNAI</b> Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018.</p>	<p>Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).</p>

Office Details	Jurisdiction of Office (Union Territory, District)
Tel.: 044 - 24333668 / 24335284 Email: bimalokpal.chennai@cioins.co.in	
<b>DELHI</b> Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.
<b>ERNAKULAM</b> Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
<b>GUWAHATI</b> Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
<b>HYDERABAD</b> 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 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
<b>JAIPUR</b> 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.

Office Details	Jurisdiction of Office Union Territory, District)
<p><b>KOLKATA</b> Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Email: bimalokpal.kolkata@cioins.co.in</p>	<p>West Bengal, Sikkim, Andaman &amp; Nicobar Islands.</p>
<p><b>LUCKNOW</b> Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Email: bimalokpal.lucknow@cioins.co.in</p>	<p>Districts of Uttar Pradesh: Lalitpur, 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, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.</p>
<p><b>MUMBAI</b> Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038821/23/24/25/26/27/28/29/30/31 Email: bimalokpal.mumbai@cioins.co.in</p>	<p>Goa, Mumbai Metropolitan Region (excluding Navi Mumbai &amp; Thane).</p>
<p><b>NOIDA</b> Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddha Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in</p>	<p>State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddha nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>
<p><b>PATNA</b> Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in</p>	<p>Bihar, Jharkhand.</p>



Office Details	Jurisdiction of Office (Union Territory, District)
<p><b>PUNE</b> 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</p>	<p>Maharashtra, Areas of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).</p>

