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**STAR**  
**TRAVEL** *Protect*  
**INSURANCE POLICY**



**STAR HEALTH AND ALLIED INSURANCE COMPANY LIMITED**  
[www.starhealth.in](http://www.starhealth.in)



## STAR HEALTH AND ALLIED INSURANCE COMPANY LIMITED

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Website : www.starhealth.in ★ CIN : L66010TN2005PLC056649 ★ IRDAI Regn. No. : 129

### Kind Attention: Policyholder

Please check whether the details given by you about the insured persons in the proposal form (a copy of which was provided at the time of issuance of cover for the first time) are incorporated correctly in the policy schedule. If you find any discrepancy, please inform us within 15 days from the date of receipt of the policy, failing which the details relating to the person/s covered would be taken as correct.

So also the coverage details may also be gone through and in the absence of any communication from you within 15 days from the date of receipt of this policy, it would be construed that the policy issued is correct and the claims if any arise under the policy will be dealt with based on proposal / policy details.

# STAR TRAVEL PROTECT INSURANCE POLICY

Unique Identification No.: IRDA/NL-HLT/SHAI/P-T/V.I/140/13-14

## PREAMBLE

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.

## PART 1 - DEFINITIONS APPLICABLE TO ALL SECTIONS EXCEPT WHERE STATED OTHERWISE

### STANDARD DEFINITIONS

**Accident:** An accident means sudden, unforeseen and involuntary event caused by external, visible and violent means.

**Deductible:** Deductible means a cost sharing requirement under a health insurance policy that provides that the insurer will not be liable for a specified rupee amount in case of indemnity policies and for a specified number of days/hours in case of hospital cash policies which will apply before any benefits are payable by the insurer. A deductible does not reduce the Sum Insured.

**Illness:** Illness means a sickness or a disease or pathological condition leading to the impairment of normal physiological function and requires medical treatment;

- (a) **Acute condition** - Acute condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/ illness/ injury which leads to full recovery
- (b) **Chronic condition** - A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics;
1. It needs ongoing or long-term monitoring through consultations, examinations, check-ups, and /or tests
  2. it needs ongoing or long-term control or relief of symptoms
  3. it requires rehabilitation for the patient or for the patient to be specially trained to cope with it
  4. it continues indefinitely
  5. it recurs or is likely to recur

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

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

SPECIFIC DEFINITIONS

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

**Assistance Company:** Assistance Company shall mean WTA Travel Services, Inc. and/or its Registered Branch Offices situated worldwide providing assistance to the Insured.

**Air Travel:** 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:** 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.

**Company:** Company shall mean Star Health and Allied Insurance Company Limited.

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

**Country of Residence:** Country of Residence shall mean the Republic of India

**Criminal Assault:** Criminal Assault is an act of violence against the insured requiring medical treatment in a Hospital

**Day:** Day means a period of 24 consecutive hours

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

**Disease:** 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:** 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:** 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:** 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:** Family Member shall mean the Insured, his/her lawful spouse and **dependent** children (including step children and adopted children).

**Hijack:** Hijack shall mean any unlawful seizure or exercise of control, by force or of 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:** 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.

**Inclement Weather:** 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.

**Inpatient:** 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:** Insured shall mean the person or persons named in the Schedule attached to the policy

**Insurable Event:** Insurable Event shall mean an event, loss or damage for which the Insured shall be compensated under this **Policy**.

**Medically Necessary or Medical Necessity:** 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.

**Occurrence:** 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:** 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:** 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:** 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:** 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:** 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:** 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:** Service Provider shall mean any person, organization or institution providing services to the insured for an Insurable event.

**Sound Natural Teeth:** 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:** 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:** 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:** 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.

**Travel Agent:** 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:** Trip shall mean a journey out of the Country of Residence and back during the **policy** period.

**Valuables:** 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.

**PART 2 - 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.

**PART 3 - TERMINATION**

The insurance terminates on the last 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 city of residence. The day the Insured departs and the day the Insured return are counted and included as separate days when determining duration of coverage.

**Automatic Extension:** Extension of the period of insurance is automatic for a period not exceeding 7 days and without extra charges if necessitated by delay of public transport services beyond the control of the Insured Person

**PART 4 - COVERAGE**

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.

This is not a general health insurance **policy**. Coverage under this section is intended for use by the Insured in the event of a sudden and unexpected sickness or **Accident** arising when the Insured is outside the Republic of India.

**SECTION 1 - EMERGENCY MEDICAL EXPENSES, EMERGENCY MEDICAL TRANSPORTATION AND TRANSPORTATION OF MORTAL REMAINS**

The Company will indemnify the Insured or his/her legal representative up to a maximum amount specified in the Schedule of Benefits in the aggregate 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 Accidental Bodily Injury or suffer illness which first manifests itself during the Insured trip specified in the schedule and subject to deductible specified in the schedule

- 1.1 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
  - e) drugs medicines and therapeutic services and supplies
  - f) Life saving unforeseen emergency measures, or measures solely designed to relieve acute pain, provided to the Insured by medical practitioners for Disease/Accident arising out of a Pre-Existing Condition but not otherwise provided for.
- 1.2 Any extra expenses for transportation and medical treatment including medical services and medical supplies incurred in connection with the **emergency medical evacuation** of the Insured provided that –
- (i) the same is recommended by the attending **physician**
  - (ii) in the view of the Company and/or the **Assistance Company**,
  - (iii) the Insured is capable of being transported to the country of residence and arranged by the **Assistance Company**
- 1.3 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/bodily injury** contracted abroad following the transportation to the country of residence, for a maximum period of 30 days from date of return, provided the **disease** and/or **illness** was contracted during the Insured **Trip**.
- 1.4 Additional costs approved in advance by the Company and/or **Assistance Company** of accompanying person(s), if it is **medically necessary** that the Insured be accompanied to the country of residence.
- 1.5 Following the death of the Insured during an Insured **Trip** in terms of this **Policy**, the Company shall compensate for the costs of transporting the remains of the deceased Insured back to the country of residence or, up to an equivalent amount, for a local burial or cremation in the country where the death occurred, subject to the maximum limit as specified in the Schedule attached. Such expenses include expenses for embalming, cremation and coffin.

**Provided always that**

1. This insurance shall only apply in respect of costs and expenses incurred within 12 months of the date of the incident giving rise to a claim within the validity of the **policy** period and should be reported/filed with the Company/**Assistance Company** within 30 days after **occurrence**
2. In-patient hospital, clinic or nursing home expenses must be notified to and authorized by the **Assistance Company** within 48 hours of admission.
3. Emergency Repatriation may only be authorized by the Company and/or the **Assistance Company**.

**SECTION 2 - DENTAL EMERGENCY ASSISTANCE**

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**.



**Special Exclusions applicable for the Sections 1 & 2 of the policy in addition to the “General Exclusions” of the Policy:** 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.

**Note:** Where the cost of medical services is more than \$100 prior approval of the **Assistance Company** is required.

**SECTION 3 - 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 (expressed in 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

Table of Benefits	Benefits (expressed in percentage of Sum Insured)	
4. Loss or Inability to function of	g. Any other finger	5
	h. A leg above the center of the femur	70
	i. A leg up to a joint below the femur	65
	j. A leg to a point below the knee	50
	k. A leg up to the center of the tibia	45
	l. A foot at the ankle	40
	m. A big toe	5
	n. Any 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

**Special Exclusion applicable for Section 3 of the policy in addition to the "General Exclusions" of the Policy:** 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.

#### SECTION 4 - 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.

**Special Exclusions applicable for Section 4 of the policy in addition to the "General Conditions" of the policy:** The company shall not be liable to make any payment under this benefit in connection with or in respect of:

- 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.

#### SECTION 5 - 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.

**Special Exclusions applicable for Section 5 of the policy in addition to the "General Exclusions" of the policy:** 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.

#### SECTION 6 - 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 to the Company written proof of delay from the carrier.
- d. Insured submits to the Company the original receipts for the necessary emergency purchases of toiletries, medication and clothing that he/she needed to buy.

**Special Exclusions applicable for Section 6 of the policy in addition to the "General Conditions" of the policy:** 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.

**SECTION 7 - FLIGHT DELAY**

The Company shall indemnify 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 and any other reasonable expenses incurred as a result of the Insured's flight being delayed by more than six hours from the scheduled time until travel becomes possible, due to a **strike**, industrial action, mechanical breakdown and **inclement weather**. Incurred expenses must be accompanied by supporting receipts.

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.

**Provided always that**

1. The delay is beyond 6 hours of scheduled departure.
2. The Insured shall submit to the Company all relevant original bills and receipts to substantiate the expenses incurred.
3. The **common carrier** must certify the delay of the regularly scheduled airline flight.
4. The indemnity provided hereunder is in excess of what is provided by the **common carrier** or any other party free of charge.

**SECTION 8 - MISSED DEPARTURE / CONNECTION**

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 original bills and receipts to substantiate the expenses incurred.

**SECTION 9 - TRIP CANCELLATION / INTERRUPTION DUE TO ACCIDENTAL BODILY INJURY OR DEATH OF A FAMILY MEMBER**

1. The **Company** shall indemnify the Insured or his/her legal representative up to a maximum amount mentioned in the benefit schedule, subject to the deductibles specified in the Schedule attached to the Policy if the Insured shall sustain pecuniary loss in respect of any irrecoverable deposits and payments for unused travel and accommodation for which the Insured contracted prior to the commencement of the Insured **trip** as a result of the Insured's necessary and unavoidable inability (and not merely disinclination) to commence travel as arranged arising from:
  - 1.1 **Accidental** Bodily Injuries or Death of:
    - (i) Insured or
    - (ii) A **family member** of the Insured
  - 1.2 Compulsory quarantine, jury or other legal service, witness call or redundancy of the Insured
- 2 Within the aforementioned maximum sum the **Company** will indemnify the Insured or his/her legal personal representative for the proportionate irrecoverable value of the unused travel and accommodation costs contracted prior to the commencement of the insured **trip** if the Insured, has to curtail the **trip** and return to his/her home address in his/her normal country of residence earlier than planned due to the following occurring after the commencement of the **trip**.
  - 2.1 **Accidental** Bodily Injuries or Death of:
    - (i) Insured or
    - (ii) A **family member** of the Insured
3. Police authorities of the Country of Residence requesting the Insured's presence at his/her home following actual burglary.
4. The insured being the victim of a **Criminal Assault** within 10 days prior to the departure date, provided that the Insured (including any member of Insured's Family) is/are not principal or accessory in such **Criminal Assault**.

**In all cases The Insured must notify the Company / Assistance Company of The Insured's cancellation or interruption within 72 hours, unless the condition prevents it, then as soon as reasonably possible. Otherwise the right to compensation will lapse.**

**Family Member** for the purpose of this Section means the Insured Person, spouse, children (including legally adopted children), parents, siblings, and parents-in-law

**Special Exclusions applicable for the Section 9 of the policy in addition to the "General Exclusions" of the policy**

The insurance shall not apply in respect of any loss arising directly or indirectly:

- (a) From failure to notify the **Travel Agent** or Tour Operator through whom the **trip** was booked within a reasonable time of the need to cancel or curtail the travel arrangements
- (b) From the financial circumstances of the Insured.
- (c) The Insured: a) making changes to personal plans; b) having a business or contractual obligation (except as specifically provided for under **Trip** Cancellation/Interruption); c) being unable to obtain necessary travel documents; or d) being detained or having property confiscated by any Customs

- (d) As a result of any lawful act of an Insured or criminal proceedings involving any of the aforementioned other than the attendance under subpoena as a witness (other than in an expert, occupational, professional or other similar capacity) in a Court of Law
- (e) From failure in provision of any service (including error, omission or default) forming part of the booked **trip**, or from delay or amendment of the booked itinerary
- (f) From prohibitive regulations by the Government of any Country except from any such regulation which the Insured was unaware existed (and could not reasonably be expected to be aware of) at the time of booking the Insured trip.
- (g) On account of a **Criminal Assault**, where the Insured, any **Family Member** of the Insured, has been a principal or accessory in the Assault committed.

#### **SECTION 10 - AIRCRAFT HIJACKING**

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.

**Special Exclusions applicable for Section 10 of the policy in addition to the "General Exclusions" of the policy:** 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.

#### **SECTION 11 - 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.

**Special Exclusions applicable for Section 11 of the policy in addition to the "General Exclusions" of the policy:** 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
  - 3.1 the Insured's ownership or use of aircraft, mechanically propelled watercraft/vessels (other than rowing boats, punts or canoes),
  - 3.2 domestic animals or firearms other than sporting guns;
  - 3.3 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
  - 3.4 the pursuit or exercise of any trade or profession, or from racing of any kind
  - 3.5 willful or malicious acts of the Insured
  - 3.6 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

**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. if the Insured is aware of any circumstances that could reasonably be expected to give rise to a claim
  - f. Winter Sports or the use of dry ski slopes
  - g. Manual work of any kind
  - h. Direct participation in riot or civil commotion.
  - i. 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
  - j. **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).
  - k. 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).
  - l. 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.
  - m. The Insured engaging in any criminal or illegal act.
  - n. Any loss covered directly or indirectly from any **injury**, **illness**, death expenses or other liability attributable HIV (Human Immunodeficiency Virus) and/or any HIV related **illness** including AIDS (Acquired Immune Deficiency Syndrome) or AIDS Related Complex (ARC) however caused and/or mutant derivatives, variations or treatment thereof however caused.
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 nuclear 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 thereat
10. Pre-existing whether physical or mental defect or infirmity
11. Deliberate exposure to exceptional danger (except in an attempt to save human life)
12. 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.
13. 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).
14. 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);
15. Congenital anomalies or any complications or conditions arising there from
16. 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 6months 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. 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.

3. The **policy** applies to incidents outside the Republic of India unless specifically stated otherwise.
4. **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.
5. 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.
6. No refund of premium will be allowed once cover under any Section has commenced.
7. 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.
8. In the event of death of the Insured, the Company shall have the right to have a post-mortem at their own expense.
9. No payments will be made under Section 1, 2, 3, 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 inform **THE 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 and unless so adjusted, any claim arising only out of such material change shall not be paid.
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
  - i) **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)**
  - (ii) **take all reasonable and proper care to safeguard the covered property**
  - (iii) **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 that will be paid up to 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 three years 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/Termination:** 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 condition:** This insurance is non-renewable and not refundable while effective.
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 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. **Making a Claim:** If the Insured needs to make a claim he/she will need to complete a Claim Form as soon as possible after the incident has occurred. The Insured must do this within 30 days of his/her return home.

**Claim Filing Procedures:** The Insured is requested to submit the following documents in support of the respective claim. The documents mentioned here are the minimum documents necessary for claims processing. If the Company / Assistance Company need additional information the same may be called for when required.

**Note**

- Where the cost of medical services is more than \$100 prior approval of the Assistance Company is required.
- KYC (Identity proof with Address) of the proposer, as per AML Guidelines

**Emergency Medical Expenses, Emergency Medical Transportation and Transportation of Mortal Remains**

- Hospital bills, Receipts in Original, Discharge Certificate of Hospital (original) Cash Memos from the Hospital / Chemist (s) supported by proper prescription clearly showing the diagnosis or ailment, Receipts and Pathological Reports, Certificate from the attending doctor that the patient is fully recovered. Treatment taken on different dates for separate ailments will be treated as separate claims. The claims form should clearly indicate the same and supporting documents should be provided for each one. Deductible will apply for each claim separately.
- For Transporting the Mortal Remains to the Country of Residence or of the costs of burial abroad, an official death certificate and a physician's statement giving the cause of death needs to be submitted.
- For reimbursement of extra expenses of Transportation of Insured to the Country of Residence, a medical statement from a qualified & registered Physician indicating the cause of illness and the necessity of the transportation needs to be submitted. Medical statements from relations or spouses will not be accepted. Original bills/receipts of the expenses incurred need to be submitted also. These would be paid as per the usual and customary charges incurred for the same.

**Dental Emergency Assistance:** Bills/ vouchers/ reports giving the details of the tooth treated and the treatment performed. Treatment taken on different dates for separate ailments will be treated as separate claims. The claims form should clearly indicate the same and supporting documents should be provided for each one. Deductible will apply for each claim separately.

**Personal Accident Section:** Police Report, Death Certificate (if Applicable), Original bills/ vouchers/ reports/ discharge summary that are submitted, must mention the name of the person treated, the cause of **accident**, details of the individual items of medical treatment provided and the dates of treatment. Post mortem report, if applicable, shall also be submitted.

**Loss of Checked-In Baggage:** Property Irregularity Report or other report usually issued by the carriers in the event of loss of checked-in baggage will need to be submitted with the claim form along with a letter from the airline stating the compensation received from them for the lost baggage. Adequate proof of value of items contained within checked-in baggage valued in excess of US \$ 100 for loss/delay of checked-in baggage will need to be submitted.

**Delay Of Checked-In Baggage:** Original bills of emergency items purchased, and the property Irregularity report or any other such report from the airline stating the date and time of arrival of delayed baggage.

**Personal Liability:** Details of Incident and proof of judicial decision rendered by a court of law.

**Aircraft Hijacking:** Proof of Travel on the Aircraft, Newspaper cutting or any other proof of Hijack of the Aircraft.

**Trip Cancellation / Interruption Due To Accidental Bodily Injury, or Death of A Family Member:** Any appropriate documentation that officially explains the cause of The Insured's trip cancellation or interruption. Any explanation of diagnosis along with The Insured's original itemized bills, receipts, and proof of other insurance payments.

- Proof of unused tickets, copies of invoices, proof of payments, and other documents that substantiate the cost or occurrence of the trip cancellation or interruption.
- Documentation of refunds received from the travel supplier(s) and/or Common Carrier(s).
- Copy of the supplier's literature that describes penalties, e.g. A letter of the tour operator or an itemized bill from the travel agent stating the non-refundable amounts of the Trip costs.

**Missed Departure/Connection**

- Confirmation from the airline, clearly mentioning the reason for missed departure of the flight, including personal letter by the Insured along-with the verification of the cause by the Police/Recognized Authority. All the bills / receipts of reasonable additional expenses incurred shall be submitted to the Company in original.

**Flight Delay**

- Confirmation from the airline, clearly mentioning the scheduled arrival time and the actual arrival time and the reason for delay of the flight. All the bills / receipts of reasonable additional expenses incurred shall be submitted to the Company.

**Loss of Passport**

- Police Report and statement of expenses for Emergency Passport / Travel Documents along with original bills.

21. **Important Note:** The Policy Schedule and any Endorsement are to be read together and any word or such meaning wherever it appears. The terms, conditions and exceptions that appear in the Policy or in any Endorsement are part of the contract and must be complied with. Failure to comply may result in the claim being denied.

22. **Customer Service and Grievances:** If at any time the Insured requires any clarification or assistance, the Insured may contact the offices of the **Company** at the address specified, during normal business hours. In case the Insured is aggrieved in any way, the Insured may contact the **Company** at the specified address, during normal business hours.

**Grievance Department**, 4th Floor, Balaji Complex, No.15, Whites Lane, Whites Road, Royapettah, Chennai-600014, Phone:044-69006900 during normal business hours. or Send e-mail to [gro@starhealth.in](mailto:gro@starhealth.in), [grievances@starhealth.in](mailto:grievances@starhealth.in). Senior Citizens may Call 044-69007500.

In the event of the following grievances:

- a. any partial or total repudiation of claims by the Company
- 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 at the address given below, within whose jurisdiction the branch or office of Star Health and Allied Insurance Company Limited or the residential address or place of the policy holder is located.

#### List of Insurance Ombudsman

##### **AHMEDABAD**

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  
**JURISDICTION:** Gujarat, Dadra & Nagar  
Haveli, Daman and Diu.

##### **BENGALURU**

Office of the Insurance Ombudsman,  
Jeevan Soudha Building, PID No. 57-27-N-19  
Ground Floor, 19/19, 24th Main Road,  
JP Nagar, 1st Phase, Bengaluru – 560 078.  
Tel.: 080 - 26652048 / 26652049  
Email: bimalokpal.bengaluru@cioins.co.in  
**JURISDICTION:** Karnataka.

##### **BHOPAL**

Office of the Insurance Ombudsman,  
1st floor, "Jeevan Shikha",  
60-B, Hoshangabad Road,  
Opp. Gayatri Mandir, Bhopal – 462 011.  
Tel.: 0755 - 2769201 / 2769202  
Email: bimalokpal.bhopal@cioins.co.in  
**JURISDICTION:** Madhya Pradesh Chattisgarh.

##### **BHUBANESWAR**

Office of the Insurance Ombudsman,  
62, Forest park, Bhubaneswar – 751 009.  
Tel.: 0674 - 2596461 /2596455  
Email: bimalokpal.bhubaneswar@cioins.co.in  
**JURISDICTION:** Odisha.



## List of Insurance Ombudsman

<p align="center"><b><u>CHANDIGARH</u></b></p> <p>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><b>JURISDICTION:</b> Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu &amp; Kashmir, Ladakh &amp; Chandigarh.</p>	<p align="center"><b><u>CHENNAI</u></b></p> <p>Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, Chennai - 600 018. Tel.: 044 - 24333668 / 24335284 Email: bimalokpal.chennai@cioins.co.in</p> <p><b>JURISDICTION:</b> Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).</p>	<p align="center"><b><u>DELHI</u></b></p> <p>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</p> <p><b>JURISDICTION:</b> Delhi &amp; following Districts of Haryana - Gurugram, Faridabad, Sonapat &amp; Bahadurgarh.</p>	<p align="center"><b><u>ERNAKULAM</u></b></p> <p>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</p> <p><b>JURISDICTION:</b> Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.</p>
<p align="center"><b><u>GUWAHATI</u></b></p> <p>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</p> <p><b>JURISDICTION:</b> Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.</p>	<p align="center"><b><u>HYDERABAD</u></b></p> <p>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</p> <p><b>JURISDICTION:</b> Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.</p>	<p align="center"><b><u>JAIPUR</u></b></p> <p>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</p> <p><b>JURISDICTION:</b> Rajasthan.</p>	<p align="center"><b><u>KOLKATA</u></b></p> <p>Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, Kolkata - 700 072. Tel.: 033 - 22124339 / 22124340 Email: bimalokpal.kolkata@cioins.co.in</p> <p><b>JURISDICTION:</b> West Bengal, Sikkim, Andaman &amp; Nicobar Islands.</p>

## List of Insurance Ombudsman

**LUCKNOW**

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

**JURISDICTION:** 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, Raebareilly, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajganj, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.

**MUMBAI**

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

**JURISDICTION:** Goa, Mumbai Metropolitan Region (excluding Navi Mumbai & Thane).

**NOIDA**

Office of the Insurance Ombudsman,  
Bhagwan Sahai Palace  
4th Floor, Main Road, Naya Bans, Sector 15,  
Distt: Gautam Buddh Nagar, U.P.-201301.  
Tel.: 0120-2514252 / 2514253

Email: bimalokpal.noida@cioins.co.in

**JURISDICTION:** 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 Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.

**PATNA**

Office of the Insurance Ombudsman,  
2nd Floor, Lalit Bhawan,  
Bailey Road, Patna 800 001.  
Tel.: 0612-2547068

Email: bimalokpal.patna@cioins.co.in

**JURISDICTION:** Bihar, Jharkhand.

**PUNE**

Office of the Insurance Ombudsman,  
Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s  
195 to 198, N.C. Kelkar Road, Narayan Peth,  
Pune - 411 030. Tel.: 020-41312555

Email: bimalokpal.pune@cioins.co.in

**JURISDICTION:** Maharashtra, Areas of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).

Kindly refer our website, for future updates in Ombudsman address

**COVERAGES - worldwide including USA & Canada**

LIMITS OF COVERAGE &amp; DEDUCTIBLE (Given in the Brackets)

**(AMOUNTS IN USD)**

<b>MEDICAL SECTION</b>	<b>PLAN A-1</b>	<b>PLAN B-1</b>	<b>PLAN C-1</b>	<b>PLAN D-1</b>
EMERGENCY MEDICAL EXPENSES M1	50000 (100)	100000 (100)	250000 (100)	500000 (100)
DENTAL EMERGENCY ASSISTANCE M2 (Arising out of accidents only)	250 (25)	250 (25)	250 (25)	250 (25)
TRANSPORTATION OF MORTAL REMAINS M3	INCLUDED IN M1	INCLUDED IN M1	INCLUDED IN M1	INCLUDED IN M1
EMERGENCY MEDICAL TRANSPORTATION M4	INCLUDED IN M1	INCLUDED IN M1	INCLUDED IN M1	INCLUDED IN M1
<b>ACCIDENT SECTION</b>	<b>PLAN A-1</b>	<b>PLAN B-1</b>	<b>PLAN C-1</b>	<b>PLAN D-1</b>
PERSONAL ACCIDENT(A1)	5000	10000	25000	50000
<b>TRAVEL SECTION</b>	<b>PLAN A-1</b>	<b>PLAN B-1</b>	<b>PLAN C-1</b>	<b>PLAN D-1</b>
LOSS OF CHECKED IN BAGGAGE T1	250	250	500	750
LOSS OF PASSPORT T2	150 (15)	200 (15)	250 (15)	250 (15)
DELAY OF CHECKED IN BAGGAGE T3	50 (12 HRS)	50 (12 HRS)	100 (12 HRS)	100 (12 HRS)
FLIGHT DELAY T4	100 (20)	150 (25)	250 (25)	250 (25)
MISSED DEPARTURE / CONNECTION T5	NA	NA	200	200
TRIP CANCELLATION / INTERRUPTION DUE TO DEATH OF FAMILY MEMBER T6	1000 (50)	1000 (50)	2000 (50)	2500 (50)
HIJACK T7	100 (12 HRS)	100 (12 HRS)	200 (12 HRS)	200 (12 HRS)
<b>LIABILITY SECTION</b>	<b>PLAN A-1</b>	<b>PLAN B-1</b>	<b>PLAN C-1</b>	<b>PLAN D-1</b>
PERSONAL LIABILITY L1	10000	20000	25000	50000

**COVERAGES - worldwide excluding USA & Canada**

LIMITS OF COVERAGE &amp; DEDUCTIBLE (Given in the Brackets)

**(AMOUNTS IN USD)**

<b>MEDICAL SECTION</b>	<b>PLAN A-2</b>	<b>PLAN B-2</b>	<b>PLAN C-2</b>	<b>PLAN D-2</b>
EMERGENCY MEDICAL EXPENSES M1	50000 (100)	100000 (100)	250000 (100)	500000 (100)
DENTAL EMERGENCY ASSISTANCE M2 (Arising out of accidents only)	200 (20)	200 (20)	200 (20)	200 (20)
TRANSPORTATION OF MORTAL REMAINS M3	INCLUDED IN M1	INCLUDED IN M1	INCLUDED IN M1	INCLUDED IN M1
EMERGENCY MEDICAL TRANSPORTATION M4	INCLUDED IN M1	INCLUDED IN M1	INCLUDED IN M1	INCLUDED IN M1
<b>ACCIDENT SECTION</b>	<b>PLAN A-2</b>	<b>PLAN B-2</b>	<b>PLAN C-2</b>	<b>PLAN D-2</b>
PERSONAL ACCIDENT(A1)	5000	10000	25000	50000
<b>TRAVEL SECTION</b>	<b>PLAN A-2</b>	<b>PLAN B-2</b>	<b>PLAN C-2</b>	<b>PLAN D-2</b>
LOSS OF CHECKED IN BAGGAGE T1	250	250	350	500
LOSS OF PASSPORT T2	150 (15)	200 (15)	250 (15)	250 (15)
DELAY OF CHECKED IN BAGGAGE T3	50 (12 HRS)	50 (12 HRS)	100 (12 HRS)	100 (12 HRS)
FLIGHT DELAY T4	100 (20)	150 (25)	250 (25)	250 (25)
MISSED DEPARTURE / CONNECTION T5	NA	NA	200	200
TRIP CANCELLATION / INTERRUPTION DUE TO DEATH OF FAMILY MEMBER T6	1000 (50)	1000 (50)	1500 (50)	2000 (50)
HIJACK T7	100 (12 HRS)	100 (12 HRS)	200 (12 HRS)	200 (12 HRS)
<b>LIABILITY SECTION</b>	<b>PLAN A-2</b>	<b>PLAN B-2</b>	<b>PLAN C-2</b>	<b>PLAN D-2</b>
PERSONAL LIABILITY L1	10000	20000	25000	50000

## Assistance Company Phone Numbers



**When Dialing from  
US and Canada**

**+1 877 822 7386**



**When Dialing  
from Europe**

**+34 900 804 116**



**When Dialing  
from Singapore**

**+65 8001302100**



**When Dialing  
within India**

**+1800 22 4004**

*The Health Insurance Specialist*

**e-mail : [travelservices-hhtpl@bajoria.in](mailto:travelservices-hhtpl@bajoria.in)**

Assistance Company: **Heritage Health Insurance TPA Pvt. Ltd.**

Champion Building, Ground Floor, 15, Parsi Panchayat Road, Andheri (East), Mumbai – 400069.

+91 (22) 6127 3891, +91 (22) 6127 3892, +91 (22) 6127 3893 | Toll free number within India - 1800 22 4004



**1800-425-2255**



## STAR HEALTH AND ALLIED INSURANCE COMPANY LIMITED

Regd. & Corporate Office: No.1, New Tank Street, Valluvar Kottam High Road,  
Nungambakkam, Chennai - 600 034, Tamilnadu, India.

Customer Care Number: 044 69006900 | Toll free: 1800 425 2255

 Chat: +91 9597652225 | sms: STAR to 56677 | Email: support@starhealth.in

CIN: L66010TN2005PLC056649 | IRDAI Regn. No: 129



**044 69006900**

## STAR TRAVEL PROTECT INSURANCE POLICY

Unique Identification No.: IRDA/NL-HLT/SHAI/P-T/V.I/140/13-14 | POL / OMPI / V.10 / 2023