



# **TRAVEL INSURANCE** THAT ASSURES COMPLETE **COVERAGE FOR YOU AND YOUR FAMILY**



INTRODUCING

**CHOLA OVERSEAS TRAVEL** 

**PROTECTION POLICY** 

**REACH US THROUGH WHATSAPP** 

7305234433

# **POLICY WORDING**

1.	Definitions	05
2.	Scope of Cover	14
3.	General Exclusions	34
4.	General Conditions	34
5.	Grievances	44

# **POLICY WORDING**

# Dear Traveler,

It is a privilege to have you as a policyholder of Cholamandalam MS General Insurance.

Your complete satisfaction is our first priority and we look forward to serving you.

In this context, please find enclosed Your Policy Wordings, Your Policy Schedule and Claim Form.

In the unfortunate event of you needing any claims assistance service, please Contact

Country	Toll free Number
Argentina, Austria, Belgium, China, Czech Republic, Denmark, France, Germany, Hungary, Italy, Malaysia, Netherlands, New Zealand, Norway, Philippines, Poland, Portugal, South Africa, Spain, Sweden, Switzerland, Taiwan, United Kingdom	00 + 800 9944 1234
Singapore, Thailand	001+ 800 9944 1234
Japan	001/010 + 800 9944 1234
Hong Kong	001/006 + 800 9944 1234
Australia	0011+ 800 9944 1234
Canada	011+ 800 9944 1234
Israel	00/014 + 800 9944 1234
USA	18337426674
Greece	86002038018
All other countries (non-tollfree number)	+91 226734 7848
Toll Free Number (within India)	1800 2095533
Non-tollfree landline number	+91 22 6734 7848
E Mail	Cholams@europ-assistance. in
Fax	+91 22 6734 7888

Address	Europ Assistance India Pvt Ltd. 761, Solitaire Corporation Park, 167, Guru Har Govindji Marg,
	Chakala, Anderi (East) Mumbai - 400093

**Important:** Mandatorily, first please contact Europ Assistance (EA) at the numbers mentioned above and seek authorization, before incurring any expenses

While calling the above numbers, please mention your policy number, and leave your current place of contact.

For any non-claims related queries, please contact the office which issued the policy to you or our toll-free number 1800-208-9100. This is a 24-hour national toll free number (within India) set up to ensure complete convenience round the clock on product related queries. You can also call this number to obtain details of our other insurance products relevant to your needs.

At Cholamandalam MS General Insurance, we strive to ensure complete satisfaction of our policyholders I personally invite you to contact us with any thoughts / suggestions that you may have.

Wishing you a safe travel.

Your sincerely,

Suryanarayanan V Managing Director

# **Chola Overseas Travel Protection Policy** UIN: CHOTOIP06001V010506

# POLICY WORDINGS

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

#### 1. DEFINITIONS

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

- 1. Accident: An Accident means sudden, unforeseen and involuntary event caused by external, visible and violent means.
- 2. Acquired Immune Deficiency Syndrome (AIDS) means the meaning assigned to it by the World Health Organization and shall include Human Immune deficiency Virus (HIV), Encephalopathy (dementia) HIV Wasting Syndrome and ARC (AIDS Related Condition)
- 3. Age means completed years on Your last birthday as per the English Calendar regardless of the actual time of birth, at the time of commencement of Policy Period.
- 4. Condition Precedent means a policy term or condition upon which Insurer's liability under the policy is conditional upon.
- 5 **Congenital Anomaly** means a condition which is present since birth, which is abnormal with reference to form, structure or position.
  - a. Internal Congenital Anomaly: Congenital anomaly which is not in the visible and accessible parts of the body
  - b. External Congenital Anomaly: Congenital anomaly which is in the visible and accessible parts of the body
- 6. Checked-In-Baggage means the baggage, which is checked in and in the custody of Common Carrier and for which a receipt/token has been issued to the Insured by a Common Carrier
- 7 Common Carrier means any mode of public transport (includes Road, Rail, Air & Sea) whether used for hire and reward or otherwise.
- 8. **Contents** means the household goods such as furniture, fixtures, fittings, home appliances, interior decorations and items of like nature; personal effects such as cloths and other articles of personal nature likely to be worn, used or carried but excluding money, iewellery and valuables. Contents should be owned or legally responsible by the Insured or family members and not used for Business or Business purpose.
- 9 Damages means sums payable following judgments or awards but shall not include fines, penalties, punitive damages, exemplary damages, any non-pecuniary relief, or any other amount for which an Insured Person is not financially liable, or which is without legal recourse to the Insured Person, or any matter that may be deemed to be uninsurable under Indian Law
- 10 **Dependents** refer to family members listed below, who is financially dependent on the Primary Insured or proposer and does not have his / her independent sources of income. Legally married Spouse, dependent children upto the age of 26 years and dependent Parents.
- 11. Diagnosis means the identification of a disease/illness/medical condition made by a Medical Practitioner supported by clinical, radiological and histological, histo-pathological and laboratory

evidence and also surgical evidence wherever applicable, acceptable to us

- 12. Diagnostic Test means investigations such as X-ray or blood tests to find the cause of Your symptoms and medical condition.
- 13. Day Care Centre means any institution established for day care treatment of illness and/ or injuries or a medical setup with a hospital and which has been registered with the local authorities, wherever applicable, and is under supervision of a registered and gualified medical practitioner AND must comply with all minimum criterion as under
  - i) Has gualified nursing staff under its employment;
  - ii) Has gualified medical practitioner/s in charge;
  - iii) Has fully equipped operation theatre of its own where surgical procedures are carried out;
  - iv) Maintains daily records of patients and will make these accessible to the insurance company's authorized personnel.

#### 14. Day care Treatment:

Day care treatment means medical treatment, and / or surgical procedure which is

- i) Undertaken under General or Local Anesthesia in a hospital/day care centre in less than 24 hrs because of technological advancement, and
- ii) Which would have otherwise required hospitalization of more than 24 hours
- Treatment normally taken on out-patient basis is not included in the scope of this definition.
- 15. Deductible: A deductible means cost sharing requirement under a health insurance policy that provides that the insurer will not be liable for a specified ruppe 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.
- 16. **Dental treatment** means a treatment related to teeth or structures supporting teeth including examinations, filings (where appropriate), crowns, extractions and surgery.
- 17. **Disclosure to information norm:** The Policy shall be void and all premium paid thereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact.
- Emergency Care means management for an illness or injury which results in symptoms which 18. occur suddenly and unexpectedly, and requires immediate care by a Medical Practitioner to prevent death or serious long term impairment of the Insured Person's health.
- 19 Emergency Accident Medical Expenses means medical expenses reasonably necessary at that time to protect life or relieve pain caused by Accidental Bodily Injury and that do not exceed the usual charge for similar treatment or services in the locality where the treatment or services have been obtained for:
  - a) Out-patient treatment, provided the same is critical and cannot be deferred;
  - b) In-patient treatment in a Hospital local to the temporary residence of the Insured or the nearest suitable Hospital;
  - Necessary medical aids prescribed by a Doctor; C)
  - Radiotherapy, heat therapy or photo therapy and other such treatment prescribed by a d) Doctor;
  - e) Costs of transportation by a recognised emergency services for medical attention at the nearest Hospital or from the nearest available Doctor prior to Hospitalisation;
  - f) Cost of being transferred to a special clinic If this is medically necessary and prescribed by a Doctor:
  - g) Medically proven procedures

- 20. Endorsement means written evidence of change to the insurance Policy including but not limited to increase or decrease in the policy period, extent and nature of the cover agreed by the Company in writing.
- 21. Excluded Hospital means any hospital which we might discourage You to take treatment of any sickness or illness, due to fraud or moral hazard or misrepresentation indulged by the hospital.
- 22 Grace Period means the specified period of time, immediately following the premium due date during which premium payment can be made to renew or continue a policy in force without loss of continuity benefits pertaining to waiting periods and coverage of pre-existing diseases. Coverage need not be available during the period for which no premium is received. The grace period for payment of the premium for all types of insurance policies shall be: fifteen days where premium payment mode is monthly and thirty days in all other cases.
- 23. Hospital means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under Clinical Establishments (Registration and Regulation) Act 2010 or under enactments specified under the Schedule of Section 56 (1) and the said act Or complies with all minimum criteria as under:
  - i) Has gualified nursing staff under its employment round the clock;
  - ii) Has atleast 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places.
  - iii) Has gualified medical practitioner(s) in charge round the clock;
  - iv) Has a fully equipped operation theatre of its own where surgical procedures are carried out:
  - V) Maintains daily records of patients and makes these accessible to the Insurance Company's authorized personnel.
- 24. Hospitalization means admission in a Hospital for a minimum period of 24 consecutive In patient Care' hours except for specified procedures/ treatments, where such admission could be for a period of less than 24 consecutive hours.
- 25. Hijack means the unlawful seizure or wrongful exercise of control of an aircraft or other Common Carrier, or the crew thereof, in which the Insured Person is traveling as a fare-paying passenger.
- 26 Illness means a sickness or a disease or pathological condition leading to the impairment of normal physiological function and requires medical treatment.
  - Acute condition is a disease, illness or injury that is likely to respond quickly to treatment а 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 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, checkups, and / or tests
    - 2. it needs ongoing or long-term control or relief of symptoms
    - 3. it requires your 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
- 27. 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.

- 28. Indian Administrator means the person or organisation named in the Schedule who has been appointed by the Insurer to provide administrative services on its behalf of and at its direction.
- 29. Inception Date means the commencement date of the coverage under this Policy as specified in the Policy Schedule.
- 30. Medical Advise means any consultation or advice from a Medical Practitioner including the issuance of any prescription or follow-up prescription.
- 31. Medically necessary means any treatment, tests, medication, or stay in hospital or part of a stay in hospital which
  - a. is required for the medical management of the illness or injury suffered by the insured;
  - b. must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
  - must have been prescribed by a medical practitioner; c.
  - must conform to the professional standards widely accepted in international medical d. practice or by the medical community in India.
- 32. Market Value means the value at which the property insured can be replaced with one of same kind, type, age and condition.
- 33. Maximum Trip Duration means the maximum number of days insured per trip as mentioned in the policy schedule under the Policy.
- 34. Medical Expenses means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.
- 35 Medical Practitioner is a person who holds a valid registration from the Medical Council of any State and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license. The term Medical Practitioner includes a physician and / or a surgeon. The registered practitioner should not be the insured or close family members.
- 36 Medical Evacuation / Transportation means the transportation of the insured from the place where the insured has suffered the emergency accidental bodily injury, to the nearest hospital where appropriate medical care is available. This is carried out if the insured person is transportable from medical point of view, in the opinion of the insurer or the attending doctor.
- 37. Notification of claim means the process of intimating a claim to the insurer or TPA through any of the recognized modes of communication ..
- 38. OPD treatment means the one in which the Insured visits a clinic/ hospital or associated facility like a consultation room for diagnosis and treatment based on the advice of a Medical Practitioner. The Insured is not admitted as a day care or in-patient.
- 39. Overseas means the Insured Person's visit to the countries named in the Certificate of Insurance during the Policy Period for the travel days specified in the Schedule. Overseas excludes India, the Insured Person's country of citizenship, and countries subject to travel and other restrictions imposed by the Government of India at any time.
- 40. Overseas Administrator means the person or organisation named in the Schedule who has been appointed by the Insurer to provide administrative services on its behalf of and at its direction.
- 41. Policy means the policy schedule (including endorsements if any), the terms and conditions in this document, any annexure thereto (as amended from time to time) and your statements in the Proposal form.
- 42. Policy Period means the period between the Risk start date and Risk end date specified in

the Schedule including both days and according to Indian Standard Time (IST). The Scope of Cover applies upon crossing the international border of the Republic India, except in case of Personal Accident - Domestic, Accidental medical expenses or Trip Cancellation, wherein it applies within the limits of Indian borders only.

- 43. Policy Schedule means that portion of the Policy which sets out Your personal details, the type and plan of insurance cover in force, the Policy duration and sum insured etc. Any Annexure or Endorsement to the Schedule shall also be a part of the Schedule.
- 44. Pre-Existing Diseases means any condition, ailment or injury or related condition(s) for which there were signs or symptoms, and / or were diagnosed, and/or for which medical advice/ treatment was received within 48 months prior to the first policy issued by the insurer and renewed continuously thereafter.
- 45. Proposal Form: The form in which the details of the insured person are obtained for a Health Insurance Policy. This also includes information obtained over phone or on the internet and stored on any electronic media and forms basis of issuance of the policy
- 46 **Proposer** means the person who has signed in the proposal form and named in the Schedule. He may or may not be insured under the policy.
- 47. Reasonable and Customary Charges means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the aeographical area for identical or similar services taking into account the nature of the illness/ injury involved.
- 48. **Renewal** means the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of gaining credit for pre-existing diseases, time-bound exclusions and for all waiting periods.
- 49. Residence means the place in India where the Insured Person is living in the normal course and shall be the place, which is specified in the Policy Schedule.
- 50 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.
- 51 Sum Insured means the amount shown against each cover in force, in the policy schedule which shall be our maximum liability for each Insured Person for any and all claims made for during the policy period.
- 52. Surgery or Surgical Procedure means manual and / or operative procedure (s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a hospital or day care centre by a medical practitioner
- 53. **Terrorism** means activities against persons, organizations or property of any nature:
  - that involve the following or preparation for the following: a)
    - I. use or threat of force or violence: or
    - II. commission or threat of a dangerous act: or
    - III. commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and
  - b) when one or both of the following applies:
    - I. the effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
    - II. it appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
- 54. Trip means planned journey, which starts and ends in India to a destination(s) outside India

as mentioned in the policy schedule during the policy period except where it is for emigration purpose

- 55. Unproven/Experimental treatment means the treatment, including drug Experimental therapy, which is not based on established medical practice in India, is treatment experimental or unproven.
- 56. Valuables means gold or silver or any precious metals or articles made from any precious metals, cash, currency (Indian or foreign), watches or jewellery or precious stones or models or coins or curios, sculptures, manuscripts, stamps, collections of stamps, rare books, medals, moulds, designs or any other collectibles, deeds, ATM cards, credit cards, charge cards, bonds, bills of exchange, bank notes, treasury or promissory notes, cheques, money, securities, or any other negotiable instrument
- 57. List of Critical Illness and their definitions

# 57.1 A Cancer of Specified Severity

A malignant tumor characterised by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy. The term cancer includes leukemia, lymphoma and sarcoma.

The following are excluded -

- i. All tumors which are histologically described as carcinoma in situ, benign, pre-malignant, borderline malignant, low malignant potential, neoplasm of unknown behavior, or non-invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN-2 and CIN-3.
- ii. Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond
- iii. Malignant melanoma that has not caused invasion beyond the epidermis
- iv. All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0
- v. All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;
- vi. Chronic lymphocyctic leukaemia less than RAI stage 3
- vii. Non-invasive papillary cancer of the bladder histologically described as TaNOMO or of a lesser classification
- viii.All Gastro-intestinal Stromal Tumors histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs;

#### 57.2 Stroke Resulting In Permanent Symptoms

Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolisation from an extracranial source. Diagnosis has to be confirmed by a specialist medical practitioner and evidenced by typical clinical symptoms as well as typical findings in CT Scan or MRI of the brain. Evidence of permanent neurological deficit lasting for atleast 3 months has to be produced.

The following are excluded:

- a. Transient is chemic attacks (TIA)
- b. Traumatic injury of the brain
- c. Vascular disease affecting only the eye or optic nerve or vestibular functions.

#### 57.3 Myocardial Infarction

(First Heart Attack - of Specified Severity)

- I. The first occurrence of heart attack or myocardial infarction, which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for Myocardial Infarction should be evidenced by all of the following criteria:
  - i. A history of typical clinical symptoms consistent with the diagnosis of acute myocardial infarction (for e.g. typical chest pain)
  - New characteristic electrocardiogram changes ii.
  - iii. Elevation of infarction specific enzymes, Troponins or other specific biochemical markers.
- II. The following are excluded:
  - Other acute Coronary Syndromes i.
  - ii. Any type of angina pectoris
  - iii. A rise in cardiac biomarkers or Troponin T or I in absence of overt ischemic heart disease OR following an intra-arterial cardiac procedure

#### 57.4 Open Chest CABG

I. The actual undergoing of heart surgery to correct blockage or narrowing in one or more coronary artery(s), by coronary artery bypass grafting done via a sternotomy (cutting through the breast bone) or minimally invasive keyhole coronary artery bypass procedures. The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a Cardiologist.

- II. The following are excluded:
  - i. Angioplasty and/or any other intra-arterial procedures

#### 57.5 **Kidney Failure Requiring Regular Dialysis**

End stage renal disease presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (hemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis has to be confirmed by a specialist medical practitioner.

#### 57.6 Multiple Sclerosis With Persisting Symptoms

- I. The unequivocal diagnosis of Definite Multiple Sclerosis confirmed and evidenced by all of the following:
  - i. Investigations including typical MRI findings which unequivocally confirm the diagnosis to be multiple sclerosis and
  - ii there must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months
- II. Neurological damage due to SLE is excluded.

#### 57.7 Major Organ /Bone Marrow Transplant

- I. The actual undergoing of a transplant of:
  - i. One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or
  - ii. Human bone marrow using haematopoietic stem cells The undergoing of a transplant has to be confirmed by a specialist medical practitioner.
- II. The following are excluded:

- i. Other stem-cell transplants
- ii. Where only islets of langerhans are transplanted

#### 57.8 Permanent Paralysis of Limbs

Total and irreversible loss of use of two or more limbs as a result of injury or disease of the brain or spinal cord. A specialist medical practitioner must be of the opinion that the paralysis will be permanent with no hope of recovery and must be present for more than 3 months

#### 57.9 Surgery to Aorta

The actual undergoing of surgery for a disease of the aorta (meaning the thoracic and abdominal aorta but not its branches, and excluding traumatic injury of the aorta and congenital narrowing of the aorta) needing excision and surgical replacement of the diseased aorta with a graft

#### 57.10 Primary (IDIOPATHIC) Pulmonary Hypertension

- i An unequivocal diagnosis of Primary (Idiopathic) Pulmonary Hypertension by a Cardiologist or specialist in respiratory medicine with evidence of right ventricular enlargement and the pulmonary artery pressure above 30mm of Hg on Cardiac Cauterization. There must be permanent irreversible physical impairment to the degree of at least Class IV of the New York Heart Association Classification of Cardiac impairment.
- ii The NYHA Classification of Cardiac Impairment are as follows:
  - Class III: Marked limitation of physical activity. Comfortable at rest, but less than ordinary i. activity causes symptoms.
  - ii. Class IV: Unable to engage in any physical activity without discomfort, Symptoms may be present even at rest.
- III. Pulmonary hypertension associated with lung disease, chronic hypoventilation, pulmonary thromboembolic disease, drugs and toxins, diseases of the left side of the heart, congenital heart disease and any secondary cause are specifically excluded.

# 57.11 Parkinson's Disease

The unequivocal diagnosis of progressive degenerative idiopathic Parkinson's disease by a consultant Neurologist. This diagnosis must be supported by all of the following conditions:

- a. The disease cannot be controlled with medication:
- b. Signs of progressive impairment; and
- c. Inability of the insured to perform (whether aided or unaided) at least 3 of the following 6 "Activities of Daily Living" for a continuous period of at least 6 months

Activities of Daily Living:

- I. Washing: the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
- II. Dressing: the ability to put on, take-off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- III. Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa

IV. Mobility: the ability to move indoors from room to room on level surfaces;

- V. Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
- VI. Feeding: the ability to feed oneself once food has been prepared and made available.

Exclusions: Drug induced or toxic causes of Parkinsonism are excluded

#### 57.12 Motor Neuron Disease with Permanent Symptoms

Motor neurone disease diagnosed by a specialist medical practitioner as spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis or primary lateral sclerosis. There must be progressive degeneration of corticospinal tracts and anterior horn cells or bulbar efferent neurons. There must be current significant and permanent functional neurological impairment with objective evidence of motor dysfunction that has persisted for a continuous period of at least 3 months.

# 2. SCOPE OF COVER

#### 2.1 Overseas Medical Expenses

If the Insured Person is first diagnosed with an Illness or suffers Accidental Bodily Injury while Overseas, which requires immediate medical attention, then the Insurer will indemnify the Insured Person for the amount upto the Limit of Indemnity for Medical Expenses incurred in a Hospital taken Overseas during the Policy Period. The Insurer's liability to make payment is only in excess of the Deductible.

This cover will also include following:

- **2.11 Mortal Remains:** If the Insured Person dies Overseas due to an Illness or Accidental Bodily Injury, then the Insurer will pay up to the Limit of Indemnity towards the cost of transporting the Insured Person's remains to India or for the costs of a burial in the Overseas country. The Limit of Indemnity under this benefit will be a sub-limit to the Limit of Indemnity under the Medical Expenses cover.
- **21.2** Medical Evacuation/Transportation: If the Insured Person is first diagnosed with an Illness or suffers Accidental Bodily Injury while Overseas and if the Insured Person is transportable from medical point of view, in the opinion of the Overseas Administrator repatriated to India or the country of residence, then the Insurer will indemnify the Insured Person up to the Limit of Indemnity for:
  - i. the transportation of the Insured Person (and one other person if medically or officially required) from that Overseas country to India or the place of residence where necessary medical attention can be provided; the coverage for treatment will be upto the Limit of Indemnity for Medical Expenses for a maximum period of 30 days from the date of return.
  - ii. necessary medical care required en route.

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

- a) any treatment, arising due to a Pre-existing condition;
- any treatment which could in the opinion of the Overseas Administrator and attending Doctor be or have been delayed until the Insured Person's return to India;

c) any Illness and the consequences of such Illnesses:

i) existing at the commencement of the travel Overseas;

- treated in the 48 months before the commencement of the travel Overseas;unless the medical attention is, in the opinion of Overseas Administrator, unforeseen, and is necessary to avert a clear and material danger to the Insured Person's life or to relieve acute pain and suffering;
- d) for the treatment of orthopaedic, degenerative or oncologic diseases unless the medical attention is unforeseen, and is necessary to avert a clear and material danger to the Insured Person's life or to relieve acute pain and suffering;
- Cancer treatment, unless the medical attention is unforeseen, and is necessary to avert a clear and material danger to the Insured Person's life or to relieve acute pain and suffering;
- f) the removal of physical flaws or anomalies or abnormalities (cosmetic treatment);
- g) Pregnancy or check-ups during pregnancy or termination of pregnancy or childbirth and typical complaints suffered during pregnancy and their consequences (including changes in chronic conditions) unless themedical attention is unforeseen, and is necessary to avert a clear and material danger to the Insured Person's life or that of the unborn child or to relieve acute pain and suffering of either provided that the Insured Person is under 38 years of age and the 30th week of the pregnancy has not been completed;
- Any internal or external Congenital anomalies; i) Accidental Bodily Injury due to the operation of any aircraft (other than a scheduled flight on which the Insured Person travels as a fare paying passenger) or parachuting;
- any treatment due to mental or psychiatric disorders, disturbances of consciousness, strokes, fits affecting the entire body, and pathological disturbances caused by mental reactions;
- k) rehabilitation and physiotherapy or the costs of prostheses;
- I) any exclusion mentioned in the General Exclusions of this policy.
- a) If the Insured Person suffers Accidental Bodily Injury or is diagnosed with an Illness which gives rise to or may give rise to a claim:
  - give the Overseas Administrator notice of a claim and expeditiously give or arrange for the Overseas Administrator to be provided with any and all information and documentation in respect of the claim and/or the Insurer's liability for it that may be requested by the Insurer or the Overseas Administrator;
  - ii. obtain the Overseas Administrator's pre-authorization for any medical treatment, which pre-authorization shall specify the treatment authorised; the place at which it has been authorised, and any other conditions applicable to either;
  - iii. if Illness or Accidental Bodily Injury requires an Insured Person's immediate Hospitalisation so as to avoid a material risk to the Insured Person's life or health, and as a result the Insured Person is unable to obtain pre-authorization provided that the Overseas Administrator is given notice of the Insured Person's Hospitalisation as soon

as reasonably practicable, and the terms under i) & ii) are complied with as soon as the material risk to the Insured Person's life or health has passed.

- b) If the requirements of a) have been satisfied in all respects, then the Overseas Administrator shall settle the amounts payable directly with the service provider for and on behalf of the Insurer. (However, in respect of out patient Medical Expenses the Overseas Administrator shall settle the amount payable directly with the service provider for and on behalf of the Insurer only if the amount payable exceeds US \$ 400. Where the amount payable is less than US \$ 400, the procedure in c) shall apply.)
- c) If the requirements of a) (ii) and/or a) (iii) and/or b) have not been satisfied in all respects, then a claim shall be made to the Indian Administrator within 30 days of the Insured event and:
  - i) shall be supported by the following documentation, translated into English if necessary at no cost to the Insurer or the Indian Administrator:
    - original bills and vouchers bearing the name of the Insured Person treated, the condition treated, the individual items of medical treatment or services provided and the dates of treatment;
    - (2) prescriptions clearly showing the medicines prescribed, the price and the receipt stamp of the pharmacy;
    - (3) additionally for a claim under Medical Evacuation, a Doctor's certificate indicating the condition requiring transportation and certifying the medical necessity of the transportation;
    - (4) additionally for a claim under Mortal Remains, an official death certificate and a Doctor's statement giving the cause of death;
  - ii) any other information or documentation that the Insurer or the Indian Administrator may reasonably require;
  - iii) if accepted, shall be payable within India in Indian Rupees at the exchange rate prevailing on the date of the insured event.
- d) any document mentioned in the Claim Documentation of this policy.
- e) in any case, if there is an event which would result in a claim under this policy, due notice should be given to the Overseas Administrator immediately on the Insured Person becomes aware of the same.

# 2.2 Dental Treatment Expenses

If the Insured Person is first diagnosed with an Illness or suffers Accidental Bodily Injury while Overseas, which requires immediate medical attention, then the Insurer will indemnify the Insured Person for the amount upto the Limit of Indemnity for Dental treatment Expenses required for a natural tooth or teeth to be removed under anesthetic while Overseas

#### **Terms and Conditions**

a) The limits under this section are as mentioned in the Schedule

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

#### Exclusions

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

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

#### Procedure for making a Claim under Dental Treatment Expenses

It is a condition precedent to the Insurer's liability that the Insured Person shall immediately:

a) If the Insured Person sustains injury to Sound Natural teeth, which gives rise to or may give rise to a claim, then it is a condition precedent to the Insurer's liability that the Insured Person shall immediately:

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

- ii) obtain the Overseas Administrator's pre-authorization for any medical treatment, which preauthorization shall specify the treatment authorised: the place at which it has been authorised. and any other conditions applicable to either;
- iii) if Accidental Bodily Injury requires an Insured Person's immediate Hospitalisation so as to avoid a material risk to the Insured Person's life or health, and as a result the Insured Person is unable to obtain pre-authorization provided that the Overseas Administrator is given notice of the Insured Person's Hospitalisation as soon as reasonably practicable, and the terms under i) & ii) are complied with as soon as the material risk to the Insured Person's life or health has passed.

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

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

- i) shall be supported by the following documentation, translated into English if necessary at no cost to the Insurer or the Indian Administrator:
  - (1) original bills and vouchers bearing the name of the Insured Person treated, the condition treated, the individual items of medical treatment or services provided and the dates of treatment:
  - (2) prescriptions clearly showing the medicines prescribed, the price and the receipt stamp of the pharmacy;
  - (3) the bills/vouchers must give details of the tooth treated and the treatment performed and the date of treatment;
- ii) any other information or documentation that the Insurer or the Indian Administrator may reasonably require;
- iii) if accepted, shall be payable within India in Indian Rupees at the exchange rate prevailing on the date of the insured event
- d) any document mentioned in the Claim Documentation of this policy.
- e) in any case, if there is an event which would result in a claim under this policy, due notice should be given to the Overseas Administrator immediately on the Insured Person becomes aware of the same

#### 2.3 Total Loss of Checked-In-Baggage

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

#### Terms and conditions:

- a. In the event, more than one baggage is checked-in, the maximum amount payable per baggage will be 50% and per article contained in the bag will be 10% of the Limit of Indemnity.
- b. For the following articles jewellery, watches, articles consisting of silver, gold or platinum, furs, articles trimmed with or made mostly of fur the combined maximum amount payable will be 10% of the Limit of Indemnity.
- c. In the event of loss of a pair/set, Insurer can repair or replace any part, to restore the pair or set to its value before the loss; or pay the difference between the cash value of the property before and after the loss.
- d. The limits under this section are as mentioned in the Schedule
- e. The Insurer's liability to make payment is only in excess of the Deductible if any.
- f. The Insurer liability under this cover will be limited to the travel destinations specified in the main travel ticket from India and return trip back to India during trip abroad. All halts and via destinations included in this main travel ticket will also be considered for payment under this cover.
- g. The liability of the Insurer to make payment shall not arise until liability is admitted by the airline.
- h. The Insurer's payment to the Insured Person will be reduced by any payment made under the cover Delay of Checked Baggage
- i. The Insurer's payment to the Insured Person will be reduced by any sum for which the airline is liable to make payment.
- j. The Insurer's maximum liability will not exceed the Limit of Indemnity stated in the schedule.

#### Exclusions

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

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

#### Procedure for making a Claim under Total Loss of Checked Baggage

It is a condition precedent to the Insurer's liability that the Insured Person shall immediately:

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

#### 2.4 Delay of Checked-In Baggage

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

#### Terms and conditions:

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

#### Exclusions

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

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

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

#### Procedure for making a Claim under Delay of Checked Baggage

It is a condition precedent to the Insurer's liability that the Insured Person shall immediately:

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

#### 2.5 Loss of Passport

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

# **Terms and Conditions**

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

# Exclusions

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

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

#### Procedure for making a Claim under Loss of Passport

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

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

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

#### 2.6 Loss of International Driving Licence

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

#### Terms and Conditions

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

# Exclusions

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

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

#### Procedure for making a Claim under Loss of International Driving Licence

It is a condition precedent to the Insurer's liability that the Insured Person shall immediately:

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

#### 2.7. Personal Accident – Overseas

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

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

For any disability not listed in the table above, then the Insurer will pay a proportion of the Sum Insured according to the degree to which the Insured Person's previously existing normal functional physical capacity has been impaired, which the Insured Person agrees shall be as determined by the Insurer's medical advisors.

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

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

#### **Terms and Conditions**

- a) In the event of Accidental death of a minor below 18 years of age, the maximum liability of the Insurer will be US \$ 2,000
- b) The limits under this section are as mentioned in the Schedule

#### Exclusions

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

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

- f) Any loss caused directly or indirectly, wholly or partly by medical or surgical treatment except as may be necessary solely as a result of Injury
- g) any exclusion mentioned in the General Exclusions of this policy.

#### Procedure for making a Claim under Personal Accident – Overseas

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

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

#### 2.8 Personal Accident – Domestic

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

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

# **Terms and Conditions**

 For any disability not listed in the table above, then the Insurer will pay a proportion of the Sum Insured according to the degree to which the Insured's previously existing normal functional physical capacity has been impaired, which the Insured agrees shall be as determined by the Insurer's medical advisors.

- 2. In the event of Accidental death of a minor below 18 years of age, the maximum liability of the Insurer will be INR 100.000.
- 3. The limits under this section are as mentioned in the Schedule
- 4. The Insurer's liability to make payment is only in excess of the Deductible.
- 5. The maximum period of the cover shall be for the actual period or a period of 48 hours each for the onward/return journey and in any case not exceeding four days in all.

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

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

# Exclusions

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

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

#### Procedure for making a Claim under Personal Accident – Domestic

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

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

#### 2.9 **Personal Liability**

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

#### Exclusions

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

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

#### Procedure for making a Claim under Personal Liability

It is a condition precedent to the Insurer's liability that the Insured Person shall:

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

#### 2.10 **Financial Emergency**

If the Insured Person is the victim of robbery or theft Overseas and is consequently left without funds, the Insurer will pay the amount up to the Limit of Indemnity to replace the funds lost.

#### Exclusions

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

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

#### Procedure for making a Claim under Financial Emergency

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

#### 2.11 Hospital Daily Cash

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

#### **Terms and Conditions**

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

#### Exclusions

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

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

#### Procedure for making a Claim under Hospital Daily Cash

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

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

#### 2.12 Hijack Relief

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

#### **Terms and Conditions**

1. The Insurer will pay for each continuous and completed period of 24 hours of Hijack

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

# Exclusions

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

- a) First twenty (12) hours of the hijacking.
- b) any incident where the Insured Person is suspected to be either the Principal or an accessory in the hijacking.
- c) any exclusion mentioned in the General Exclusions of this policy.

#### Procedure for making a Claim under Hijack Relief

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

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

#### 2.13 Trip Cancellation

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

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

#### Terms and Conditions

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

#### Exclusions

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

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

#### Procedure for making a Claim under Trip Cancellation

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

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

#### 2.14 **Trip Curtailment**

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

a) Death or diagnosis of Critical Illness of the Insured Person or following immediate family members - Spouse, Children, Parents, Brother, Sister, Grandparent, Grandchildren, Parents-in-law.

- b) A booked Common carrier outside India being delayed for atleast 24 hours due to strike, industrial action, riot, civil commotion, severe weather condition, natural disaster, hijack or mechanical breakdown of public common carrier
- c) Serious damage to the Insured Person's Residence in India arising from fire, flood, earthquake or riots

#### **Terms and Conditions**

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

#### Exclusions

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

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

#### Procedure for making a Claim under Trip Curtailment

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

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

#### 2.15 Trip Delay

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

#### Terms and Conditions:

- a) Covered Hazards are
  - delay of a Common Carrier caused by any severe weather condition which delays the i. scheduled arrival or departure of Common Carrier
  - ii. delay due to Strike or any other action by employees of Common Carrier scheduled to be used by the Insured Person for his Trip

- iii. delay caused by any sudden, unforeseen breakdown in the Common Carrier's equipment that caused the delay of the Insured Person's Trip
- delay caused by Loss of Passport and the claim is admissible under the cover " Loss of iv. Passport"
- b) The Insurer will pay for each continuous and completed period of 12 hours of Trip Delay
- c) The limits under this section are as mentioned in the Schedule d) The Insurer's liability to make payment is only in excess of the Deductible.

# Exclusions

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

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

# Procedure for making a Claim under Trip Delay

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

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

#### 2.16 Home Burglary

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

#### Terms and Conditions:

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

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

#### Exclusions

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

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

#### Procedure for making a Claim under Burglary Cover

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

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

#### 3. **GENERAL EXCUSIONS** (applicable to all covers under the policy)

The Insurer shall not be liable for any claim under any Cover in Section 2 that is caused by, attributable to, arises out of or is howsoever connected to any of the following:

- any treatment if that is the sole reason or one of the reasons for the travel Overseas; a)
- b) any treatment which could in the opinion of the Overseas Administrator and attending Doctor be or have been delayed until the Insured's return to India;
- treatment by relatives; C)
- d) any kind of Consequential loss;
- War (whether declared or not), civil war, invasion, act of foreign enemies, rebellion, revolution, e) insurrection, mutiny, military or usurped power, seizure, capture, arrest, restraint or detainment, confiscation or nationalization or requisition of or damage by or under the order of any government or public local authority or terrorism or terrorist acts. However, for the scope of the Hijack Relief only, terrorism exclusion shall stand excluded from the General Exclusions category.
- f) Any intentional, reckless or criminal act, suicide, or attempted suicide, or the use or abuse of any drugs, alcohol and the like;
- ionising radiation or contamination by radioactivity from any nuclear waste from combustion of q) nuclear fuel; or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, or asbestosis or any related condition resulting from the existence, production, handling, processing, manufacture, sale, distribution, deposit or use of asbestos, or asbestos products; condition resulting from the existence, production, handling, processing, manufacture, sale, distribution, deposit or use of asbestos, or asbestos products;
- h) Participation in naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy whether foreign or domestic;
- i) any loss of which a contributing cause was the Insured's actual or attempted commission of. or willful participation in, an illegal act or any violation or attempted violation of the law or resistance to arrest;
- j) HIV AIDS and all related medical conditions.
- Any condition after the point at which it is certified by the attending Doctor to be of such a k) nature that further medical treatment may serve to stabilise or maintain it but is unlikely to result in a material improvement within a reasonable timeframe.
- I) Any claim arising out of sporting activities in so far as they involve the training or participation in competitions of professional or semi-professional sportspersons, unless declared beforehand and necessary applicable premium paid.

#### 4. **GENERAL CONDITIONS (Applicable to all covers under the policy)**

- 1. The entire scope of cover applies to sea / cruise travel as well, if undertaken for leisure purposes.
- 2. For Short-term travel and Annual Multi-trip the minimum age of the Insured shall be 6 months and maximum age shall be 70 years. Age shall be computed as on the Risk Start Date
- 3. The maximum number of travel days that may be insured, under the policy, shall be 180 days. Provided that the policy may be extended only once beyond the initial period of 180 days during the trip duration by a maximum of additional 180 days. Provided further that for an Insured being up to the age of 60 years, the maximum trip duration (including the extension as provided earlier) shall not exceed 360 days in total, and for an Insured being more than 60 years of age, the maximum trip duration (including the extension as provided earlier) shall not exceed 180 days in total.

- 4. For the Annual Multi-trip policy, please refer the Policy schedule for the maximum trip duration for each and every trip.
- 5. Extension of policy during the duration of the trip can only be done once, shall comply as per the underwriting guidelines of the insurer at that time, and at the sole discretion of the Insurer. The insured shall submit
  - a declaration of good health and that the Insured is unaware of any health condition which a) could result in a claim during the extension period
  - b) that the Insured has not filed any claim till date of request
  - c) the request for extension and applicable premium is received before the extension date of the policy.
- 6. The premium payable for the extension of the policy during the trip duration shall be the premium payable for the overall trip duration (including the extension) less the initial premium already paid.
- 7. Deductible will be charged for each separate incident reported for claims payment, even though the claim may be registered under the same benefit more than once
- 8. For professional and semi - professional sportsmen, the premium will attract loading. The issuance shall be at the discretion of the Insurer.
- 9. Policy is applicable for one -way travel also, including immigration travel with the condition that the maximum duration of coverage will be 30 days.
- 10 Reasonable Precautions: The Insured shall take all reasonable precautions to prevent injury, illness and disease in order to minimize claims. Failure to do so will prejudice the Insured's claim under this policy.
- 11. Provision of Information: The Insured shall provide the Insurer with the details of the trip and other information (as may be required by the Insured from time to time) about the Insured in advance.
- Claim Procedure 12

Completed Claim Form with written evidence of loss in the form of Claim Documents mentioned in the policy must be furnished at the earliest to the Company, but not later than thirty (30) days after the date of such loss. Failure to furnish evidence within such time as required shall not invalidate or reduce the claim if the Insured Person is able to satisfy the Company that it was not reasonably possible to do so within such time.

#### 12.1 Claims Settlement

- If the procedure stated is complied with, the Indian Administrator or the Overseas Administrator, as a) the case may be, will guarantee to the service provider the costs of hospitalisation, transportation for emergency services, and transportation home for Insured and any covered accompanying person, transportation of the mortal remains, local burial and financial emergency assistance. All costs will be directly settled by the Indian Administrator or the Overseas Administrator on the Insurer's behalf and the same shall constitute due discharge of the Insurer's obligations hereunder.
- b) If the service provider does not accept the guarantee of payment from the Indian Administrator or the Overseas Administrator, the Insurer cannot be held liable for the same. The cost will then have to be borne by the insured. The Insurer or the Indian Administrator or the Overseas Administrator on submission of required documents will then reimburse these costs.

- C) Reimbursement of all claims (except claims under Financial Emergency Assistance) will be made by the Indian Administrator in Indian Rupees at the exchange rate specified by the reserve bank of India, as applicable on the date the amount is billed. Claims under Financial Emergency Assistance shall be settled or arranged to be settled directly to the Insured, whilst abroad, by the Overseas Administrator.
- d) Proof of identity and residence of the beneficiary for claims exceeding Rs 1 Lakh
- e) In case of delay in the payment, the Company shall be liable to pay penal interest at a rate which is 2% above the Bank rate prevalent at the beginning of the financial year in which the claim is reviewed

# 12.2 Claim Documentation

- Duly filled Claim form with the documents as indicated. a)
- b) The original ticket / boarding pass or a copy of the passport indicating the travel dates must be submitted with every claim, along with the completed claims form.
- C) For Medical expenses - Please attach Doctor's reports, Original admission / discharge card, Original bills / receipts / with prescriptions and diagnostic / investigative reports, Copy of passport / visa with entry and exit stamp and copy of the ticket and boarding pass.
- d) Bills/vouchers/reports/discharge summary must mention the name of the person treated, the type of illness, details of the individual items of medical treatment provided and the dates of treatment. Prescriptions must clearly show the medicines prescribed. The pharmacy bills must clearly show the price and the receipt stamp of the pharmacy. In the case of dental treatment, the bills/vouchers/ reports must give the details of the tooth treated and the treatment performed. Treatment taken on different dates for separate ailments will be treated as separate claims. The claim form should clearly indicate the same and supporting should be provided for each one. Deductible will apply for each claim separately.
- e) For reimbursement of the costs of transporting the mortal remains to India or of the costs of burial abroad, an official death certificate and a physician's statement 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.
- f) For reimbursement of expenses of Medical Evacuation / Transportation on Insured to the Republic of India, a medical statement from a qualified & registered medical practitioner indicating the cause of illness and the necessity of the transportation needs to be submitted. Medical statements from relations or spouses will not be accepted. Original bills/ receipt of the expenses incurred need to be submitted also. These would be paid as per the usual and customary charges incurred for the same.
- Dental Treatment Expenses: Please attach Doctor's reports, Original admission / discharge g) card, Original bills / receipts / with prescriptions and diagnostic / investigative reports, Copy of passport / visa with entry & exit stamp and copy of the ticket and boarding pass.
- h) Total Loss of Checked-In Baggage and Hand baggage: Please attach the details of individual items lost, approximate cost and purchase date, Copies of baggage tags, Copies of correspondence with airline authorities / others about loss of checked baggage, along with details of compensation received from airlines / other authorities (if any), Property Irregularity Report (obtained from airline), Copy of the passport / visa with entry & exit stamp, Adequate proof of ownership in excess of the Indian rupee equivalent of US \$ 100 for loss/delay of checked-in baggage will need to be submitted. Further, the Insured has to provide as an undertaking in writing stating that in the event if the baggage is traced and returned to him / her, he / she will be refunding the entire claim
amount settled under this policy.

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

## 12.3 Obligations of the Insured

All Claims must be submitted to Indian Administrator or Overseas Administrator not later than a) one (1) month after the return date or (Risk End date) or the completion of the treatment or transportation home, or in the event of death, after transportation of the mortal remains/ burial.

- b) The Insured and each of them hereby agree to and authorise the disclosure to the Insurer (or any other person nominated by the Insurer, including the Overseas Administrator or the Indian Administrator) of any and all medical records and information held by any institution or person from which the Insured and each of them has obtained any medical or other treatment or services (medical or otherwise) to the extent reasonably required by the Insurer in connection with any claim made under this Policy or the Insurer's liability for it. The Insurer will preserve the confidentiality of any documentation and information that comes into its possession pursuant to above, and will only use it in connection with any claim made under this Policy or the Insurer's liability for it.
- C) The Insured shall provide Indian Administrator or Overseas Administrator on demand any information that is required to determine the occurrence of the Insured event or the Insurer's liability to pay the benefits. In particular, upon request, proof shall be furnished of the actual commencement date of the Trip abroad.
- d) If requested to do so by Indian Administrator or Overseas Administrator, the Insured is obligated to undergo a medical examination by a physician designated by the Indian Administrator or Overseas Administrator.
- e) Indian Administrator or Overseas Administrator is authorised by the Insured to take all measures that are suitable for loss prevention and claim minimization, which includes the Insured's transportation back to India.
- f) The Insurer shall be released from any obligations to pay the amount against any claim if any of the aforementioned obligations are breached by the Insured

### 12.4 Transfer and set-off of claims

- a) If the Insured Person has any outstanding claims against third parties, such claims shall be transferred in writing to the Insurer up to the amount for which the reimbursement of costs is made by the Insurer in accordance with the terms hereunder.
- b) In so far as an Insured Person receives compensation for costs he/she has incurred either from their parties liable for damages or as a result of other legal circumstances, the insurer shall be entitled to set off his compensation against the insurance benefits payable, if any.
- Claims to the insurance benefits maybe neither pledged nor transferred by the insured. C)
- 13. In the event of the Insured Person's death, the Insurer or the Insurer's representative shall have the right to carry out a post mortem/ autopsy, at the Insurer's expense.
- 14 Observance of Terms & Conditions It is a condition precedent to our liability that the insured person shall comply in all respects with the terms and conditions of this Policy in so far as they require anything to be done or complied with by You or Your dependent.
- 15. Change of Address / Contact Details It is in the Insured person's interest to intimate us if there is any change in residential address and phone numbers.
- 16. Due Care The Insured Person / persons shall take or procure to be taken all reasonable care and precautions to prevent a claim arising under this Policy and, in the event of a claim arising, to minimise its financial consequences
- 17. Authority to Obtain Records The insured must procure and cooperate with us in procuring any medical records and information from the hospital relating to the treatment for which claim has been lodged. If required, the Insured Person should give consent to us to obtain Medical records / opinion from the Hospital directly relating to the treatment for which claim has been made. If required the Insured / Insured Person must agree to be examined by a Medical

Practitioner of Company's choice at our expense

- 18 **Transfer** Transferring of interest in this Policy to anyone else is not allowed
- 19. Free Look Period You shall be allowed a Free look period of 30 days for Annual Multi Trip Policy. from the date of receipt of this policy to review the terms and conditions of the policy and to return the same if not acceptable. The Insured can return the policy within 30 days of its receipt if he/she is not satisfied with its coverage or terms and conditions. In such a case the policy will be cancelled from date of cancellation request received at Insurer's office provided no claim is reported and considered. Refund of premium would be after retaining charges towards medical tests, stamp duty charges and pro-rata premium from the risk start date till date of cancellation.

#### 20. Renewal of Policy

- We agree to renew your policy unless on grounds of moral hazard, misrepresentation, a fraud or non-cooperation by the Insured.
- b This Annual multi trip policy can be renewed for a period of 12 months subject to payment of premium prior to expiry of the policy and not later than 30 days grace period posts the expiry of the policy. Single trip policy is non renewable.
- The claims if any occurring during the period of break in insurance shall not be payable c. under the renewed policy
- d. The company reserves its rights to revise the premium from time to time subject to approval of the Product Management Committee of the Company.
- This product may be withdrawn from the market after approval from the Product e. Management Committee of the Company, by giving details of the product and the reasons for withdrawal. We will intimate the Insured person in writing about such withdrawal atleast 3 months prior to the renewal date. The Insured person will have the option to purchase another policy with similar covers if available with the company.
- f Any revision or modification in a policy subject to the approval from the Product Management Committee of the Company, shall be notified to each policy holder at least three months prior to the date when such revision or modification comes into effect. The notice shall set out the reasons for such revision or modification.

# 21. Cancellation of cover

This policy may be cancelled by us on account of misrepresentation, fraud, and non-disclosure of material facts or non cooperation of the insured by giving 15 days written notice delivered to, or mailed to the Insured persons' last address as shown in the records. On such cancellation by us, on account of misrepresentation, fraud and non-disclosure of material facts, the insured person shall not be entitled to refund of premium and no claim shall be payable under the policy. On cancellation by us on account of non-cooperation, the insured shall be entitled for refund in premium on pro-rata for the unexpired portion of the policy on the date of cancellation provided no claim has been paid or is payable in the current policy.

The policy may be cancelled by us for any other reasons (other than the above) by providing 72 hours (3) days) prior notice to the insured and in such case the insured person shall be entitled to refund of prorata premium for the unexpired portion of the policy on the date of cancellation, subject to proposed journey has not commenced.

Single trip policy is not cancellable and not refundable while effective. The Single trip policy may be cancelled by the Proposer anytime before the commencement of the proposed journey by giving notice in writing to the Insurer as long as the Proposer is able to establish to the Insurer's satisfaction

that the proposed journey has not commenced and will be subject to deduction of cancellation charged by the insurer.

Upon such cancellation, and where no claim has been reported under this policy, the Insurer shall be entitled to deduct cancellation charges, subject to retaining the higher of

- i. 25% of the premium or
- ii. Rs.250/- for individual policies and Rs.500 for Annual multi trip policy.

Partial refund of the premium is not allowed in this policy. However, if the journey is not undertaken and sufficient proof is provided, the Insurer shall be entitled to deduct cancellation charges as mentioned above. Insurer will verify the original passport and ensure that the journey was not under taken before any refund of premium. This cancellation would be affected only 14 days after the Risk start date as mentioned in the schedule

# 22 Nomination:

The Insured person is entitled to nominate the person/ persons to whom the money secured by the Policy shall be paid in the event of his death as per the provisions of S.39 of the Insurance Act, 1938. In case the nominee is a minor, the Policyholder can appoint a person who will receive the money secured by the policy in the event of the Policyholder's death during the minority of the nominee.

The details of nomination will be acknowledged by the Company in the Policy issued by the Company. The Policyholder is entitled to cancel or withdraw the nomination at any time and the Company upon request shall make the necessary endorsement in the Policy.

### 23 Notification

- a) Any and all notices and declarations for the attention of the Insurer shall be in writing and shall be delivered to the Insurer's address as specified in the Schedule.
- b) Any and all notices and declarations for the attention of any or all of the insured Persons shall be in writing and shall be sent to the Policyholder's address as specified in the Schedule.

# 24 Fraud

If You and or Your dependent shall:

- Make or advance any claim knowing the same to be false or fraudulent in amount or otherwise, a and/or
- b. Permit another to use his ID Card or use another's ID Card
- С. Do/ omit to act in manner abetting fraud against Us,

This Policy shall be null and void ab intio in relation to that Insured Person. All claims or payments due shall be forfeited and all payments made by us shall be repaid in full by the policyholder/s who shall be jointly and severally liable for the same.

### 25 Subrogation

The Policyholder:

- Shall do or concur in doing or permit to be done everything necessary for the purpose of a) enforcing any civil or criminal rights and remedies or obtaining relief or indemnity from other parties to which the Insurer shall be or would become entitled or subrogated upon the Insurer paying for any claim under this Policy, whether before or after indemnification;
- b) Shall not do or cause to be done anything that may cause any prejudice to the Insurer's right of subrogation;

C) Agrees that any recoveries made shall first be applied in making good any sums paid out by or on behalf of the Insurer for the claim and the costs of recovery. This clause is not applicable for benefit sections of the policy.

# 25 Governing Law

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

# 27 Entire Contract

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

# 28 Misdescription

This Policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact by the insured person(s).

# 29 Mis-statement of Age

This policy covers individuals in the age band of 6 months to 80 years travelling by air. In case the insured or proposer has mis-stated the age then no claim will be entertained under the policy. In such an event no refund of premium will be made

# 30 Territorial Limits

The insurance cover applies to all countries stated in the Policy Certificate, (excluding India, the Insured Person's country of citizenship and countries subject to travel and other restrictions imposed by the Government of India at any time) during the Policy Period for the travel days specified in the schedule

### 31 Delay in intimation of claim

It is essential and imperative that any loss or claim under the policy has to be intimated to us strictly as per the policy conditions to enable us to appoint investigator for loss assessment. This will enable us to render prompt service by way of quick and fair settlement of claim, which is our primary motto. Any genuine delay, beyond Your control will definitely not be a sole cause for rejection of the claim. However any undue delay which could have otherwise been avoided at Your end and especially if the delay has hindered conducting investigation on time to make proper assessment, to mitigate further loss, if any may not only delay the claim settlement but also may result in claim getting rejected on merits

# 32 Disclaimer

It is also hereby further expressly agreed and declared that if we shall disclaim liability to You for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a Court of law or pending reference before Ombudsman, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

### 33 Risk Start Date:

The Insurance policy will commence from the departure date from India (except for covers mentioned in Domestic Travel) as declared in proposal form and printed on the Policy Schedule, provided full

premium is paid and the person to be insured is eligible to be insured and the policy is in force.

# 34 Risk End Date:

The Insurance policy will terminate on the date and time of actual arrival in India (except for covers mentioned in Domestic Travel) or the last day for which premium has been paid, whichever is earlier.

### 35 Payment Conditions

- a) The Insurer shall make payment to the Proposer but if incapacitated or deceased the Insurer shall make payment to the Insured.
- b) The Proposer and each Insured hereby acknowledge and agree that the payment of any claim by or on behalf of the Insurer shall not constitute on the part of the Insurer any guarantee or assurance as to the quality or effectiveness of any medical treatment, service or other service obtained by the Insured, it being agreed and recognized by the Insured and each of them that the Insurer is not in any way responsible or liable for the availability or quality of any medical treatment or service (medical or otherwise) rendered by any institution or service provider whether pre-authorised or not.
- C) Unless payment is made by the Overseas Administrator under Medical Expenses or Dental treatment expenses or Financial Emergency, the Insurer's liability to make any payment shall be to make payment within India and in Indian Rupees.
- d) Additionally in relation to any claim under Personal Accident except Accidental Death:
  - the Insurer shall not be liable to make any payment until such time as any course of 1 medical treatment prescribed by a Doctor has been implemented and demonstrated to be ineffective:
  - 2. if the Insured was suffering from any disability prior to the date of his claim, then the Insurer's liability to make payment shall be reduced by the extent of that pre-existing disability as advised by the Insurer's medical advisors, which the Insured agrees shall be as determined by the Insurer's medical advisors.
  - 3. Additionally in relation to Personal Liability:
    - a) the Insurer's liability shall, subject always to the Limit of Indemnity, be to the extent finally determined by the Insurer's agreement or a foreign court of law;
    - b) any and all costs and expenses incurred by the Insurer or the lawyers it appoints in the investigation, defense or settlement of any claim will be a first charge on the Limit of Indemnity:
    - c) the Insurer will only settle a claim with the Insured's consent, but if the Insured refuses a settlement recommended by the Insurer then the Insurer's liability will thereafter be limited to the amount for which the claim could have been settled

#### 5 GRIEVANCES

# Mechanism for Grievance Redressal:-

In case of any grievance the insured person may contact the company through

Website : www.cholainsurance.com

Toll free : 1800 208 9100

- E-Mail : customercare@cholams.murugappa.com
- Courier : Manager, Customer Care, Chola MS General Insurance Company Limited Hari Nivas Towers First Floor, #163, Thambu Chetty Street, Parry's Corner, Chennai -600001

# Procedure of Grievance Redressal

- Please write to customercare@cholams.murugappa.com to register your complaint.
- In Case of Senior Citizen please write to seniorcitizensupport@cholams.murugappa.com or call our Toll free @ 1800 208 9100 ( for Health products )
- On lodging the complaint, a complaint reference number will be provided. An acknowledgement will also be sent with the details of turn around time for resolution and complaint registration details.
- In case you are not happy with the resolution provided or delay of greater than 7 working days, you may follow the below escalation matrix.

# **Escalation Matrix**

- In case you are dissatisfied with the response or have not received a response, you may escalate the same to our Nodal Officer - Nodalescalation@cholams.murugappa.com (Quoting the previous Service request number)
- In case you are still unhappy with the response or have not received a response within 7 working days, you may escalate the same to our Chief Grievance Officer - GRO@cholams. murugappa.com (Quoting the previous Service request number)
- · If after having followed the above steps and your issue still remain unresolved, you may approach the Insurance Ombudsman for Redressal. Login to https://www.cioins.co.in/Ombudsman to get details on Insurance Ombudsman Offices.

Office Details	Jurisdiction of Office		
AHMEDABAD - Shri Kuldip Singh, 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@ecoi.co.in	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 I 26652049 Email: bimalokpal.bengaluru@ecoi.co.in	Karnataka		

Office Details	Jurisdiction of Office			
BHOPAL- Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal - 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh, Chhattisgarh			
BHUBANESHWAR - Shri Suresh Chandra Panda Office of the Insurance Ombudsman, 62, Forest park, Bhubaneshwar - 751 009. Tel.: 0674 - 2596461/2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa			
CHANDIGARH Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 - D, Chandigarh - 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@ecoi.co.in	Punjab, Haryana(excluding Gurugram, Faridabad, Sonepat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.			
CHENNAI - Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI -600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: ,bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Tamil Nadu PuducherryTown and Karaikal (which are part of Puducherry).			
DELHI - Shri Sudhir Krishna 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@ecoi.co.in	Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh.			

Office Details	Jurisdiction of Office			
GUWAHATI- 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@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura			
HYDERABAD- Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A.C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry			
JAIPUR - Office of the Insurance Ombudsman, Jeevan Nidhi - II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@ecoi.co.in	Rajasthan			
ERNAKULAM - Ms. Poonam Bodra Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.			
KOLKATA- Shri P.K. Rath Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R.Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax: 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands			

Office Details	Jurisdiction of Office			
LUCKNOW -Shri Justice Anil Kumar Srivastava Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, 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.			
MUMBAI - Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038821/23/24/25/26/27/28/28/29/ 30/31 Fax: 022 - 26106052 Email: bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.			
NOIDA - Shri Chandra Shekhar Prasad 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 I 2514253 Email: bimalokpal.noida@ecoi.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.			
PATNA- Shri N. K. Singh Office of the Insurance Ombudsman, 1st Floor,Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in	Bihar, Jharkhand			

Office Details	Jurisdiction of Office
PUNE - Shri Vinay Sah 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@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region

\*Revision/Inclusion in compliance with IRDAI Circular Ref. IRDAI/HLT/CIR/GDL/31/01/2024 dt. 31st January, 2024 Sub: Guidelines on providing AYUSH coverage in Health Insurance policies.



#### **Cholamandalam MS General Insurance Company Limited**

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# **Reach us at:**

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	cholainsurance.com	2	1800-208-9100	(Toll Free)	<b>(</b> ) 7305234	433 (CholaMS)		

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#### CHOLA OVERSEAS TRAVEL PROTECTION POLICY

\*SMS charges as applicable

For more details on risk factors, terms and conditions, please read sales brochure carefully before concluding a sale. Terms and Conditions apply. Prohibition of rebates 41. (1) No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the insurer:

(2) Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees. CIN: U66030TN2001PLC047977 | IRDA Regn. No.123 | Chola Overseas Travel Protection Policy UIN: CHOTOIP06001V010506 CMS/TRAVEL/TRAVELOVERSEAS/PWBOOKLET/ENG/3818/SEP2024