

Sections

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We issue this insurance policy to You and/or Your Family based on the information provided by You in the proposal form and premium paid by You. This insurance is subject to the following terms and conditions. The method of coverage and the Sum Insured that has been opted is indicated in the Policy Certificate. The term **You/ Your / Insured Person /Insured/ Policyholder/ Proposer** in this document refers to **You and all the Insured persons** covered under this policy. The term **Insurer/ Us/ Our/ Company** in this document refers to **Cholamandalam MS General Insurance Company Limited**.

1. SCOPE OF COVER

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

This cover will also include following:

- 1.1.1. **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.
- 1.1.2. **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;
- b) 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;
 - ii) 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;
- e) 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 the medical 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;
- h) Any internal or external Congenital conditions;
- 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;

- j) 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;
- l) any exclusion mentioned in the General Exclusions of this policy.

Procedure for making a Claim under Medical Expenses

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

- 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:
 - 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 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:
 - (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) 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.

1.2. 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

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, attributable to, arises out of or is howsoever connected to any of the following:

- a) any treatment if that is the sole reason or one of the reasons for the travel Overseas
- b) any treatment, arising due to a Pre-existing condition;
- c) any treatment which could in the opinion of the Overseas Administrator and attending Doctor be or have been delayed until the Insured Person's return to India;
- d) any Illness and the consequences of such Illnesses:
 - i. existing at the commencement of the travel Overseas;
 - ii. treated in the 24 months before the commencement of the travel Overseas;
 - 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;
- g) the removal of physical flaws or anomalies or abnormalities (cosmetic treatment);
- h) Accidental Bodily Injury due to the operation of any aircraft (other than a scheduled flight on which the Insured 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;
- j) any exclusion mentioned in the General Exclusions of this policy.

Procedure for making a Claim under Dental Treatment Expenses

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

- 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, 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 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:
 - (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.

1.3. 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;
- b) any kind of precious metals or articles made from any precious metals, cash, currency (Indian or foreign), precious stones or models or coins or curios, sculptures, manuscripts, stamps, collections of stamps, rare books, medals, moulds, designs or any other collectibles, deeds, ATM cards, credit cards, charge cards, bonds, bills of exchange, bank notes, treasury or promissory notes, cheques, money, securities, or any other negotiable instrument.;
- c) any tickets;
- d) any loss due to complete/partial damage for the Checked-in-Baggage;
- e) any partial loss of the items in the Checked-in-Baggage;
- f) any item in the Checked-in-Baggage, which is valued above \$ 100 without appropriate proof of ownership;
- g) any loss arising from any delay, detention or confiscation by customs officials, police or other public authorities;
- h) any exclusion mentioned in the General Exclusions of this policy.

Procedure for making a Claim under Total Loss of Checked Baggage

It is a condition precedent to the Insurer's liability that the 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) 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 policy.

1.4. 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 amount paid or payable shall be set against any amount payable under Total Loss of Checked Baggage.

Terms and conditions:

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

Exclusions

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

- a) any electronic, electrical, visual or audio visual equipment, item or aid;
- b) any kind of Valuables
- c) any tickets;
- d) any loss due to complete/partial damage for the Checked-in-Baggage
- e) any partial loss of the items in the Checked-in-Baggage
- f) any item in the Checked-in-Baggage, which is valued above \$ 100 without appropriate proof of ownership.

- g) any loss arising from any delay, detention or confiscation by customs officials, police or other public authorities.
- h) any delay of Checked-in-Baggage in India.
- i) any exclusion mentioned in the General Exclusions of this policy.

Procedure for making a Claim under Delay of Checked Baggage

It is a condition precedent to the Insurer's liability that the 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.

1.5. 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

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 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.

1.6. 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.

1.7. 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%
Sight of one eye	50%
One hand	50%
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

1. 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
2. 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 Person 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 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.

1.8. 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%
Sight of one eye	50%
One hand	50%
One foot	50%

Terms and Conditions

1. For any disability not listed in the table above, then the Insurer will pay a proportion of the Sum Insured according to the degree to which the Insured'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 conditions;
- b) Accidental Bodily Injury due to the operation of any aircraft (other than a scheduled flight on which the Insured travels as a fare paying passenger) or parachuting;
- c) Accidental Bodily Injury due to mental or psychiatric disorders, disturbances of consciousness, strokes, fits affecting the entire body, and pathological disturbances caused by mental reactions;
- d) any loss resulting directly or indirectly from or, contributed or aggravated or prolonged by childbirth or from pregnancy.
- e) Any loss caused directly or indirectly, wholly or partly by bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound) or any other kind of disease;
- f) Any loss caused directly or indirectly, wholly or partly by medical or surgical treatment except as may be necessary solely as a result of Injury
- g) Any exclusion mentioned in the General Exclusions of this policy.

Procedure for making a Claim under Personal Accident - Domestic

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

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

1.9. 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 Person's or the Proposer or companion or any relations traveling with the Insured Person;
- c) due to the transmission of an Illness by the Insured Person;
- 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 Person's hire of non-powered craft for water sport.
- f) any claim or damage resulting from professional activities involving the Insured Person.
- g) any willful, malicious or unlawful act.
- h) any supply of goods or services on the part of the Insured Person.
- 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.

1.10. 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.

1.1.1. 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.

1.12. 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.

1.13. Trip Cancellation

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

- a) Death or diagnosis of Critical Illness of the Insured 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.

1.14. 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 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.

1.15. 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
 - i. delay of a Common Carrier caused by any severe weather condition which delays the scheduled arrival or departure of Common Carrier
 - ii. delay due to Strike or any other action by employees of Common Carrier scheduled to be used by the Insured 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
 - iv. delay caused by Loss of Passport and the claim is admissible under the cover " Loss of Passport"
- b) The Insurer will pay for each continuous and completed period of 12 hours of Trip Delay
- c) The limits under this section are as mentioned in the Schedule
- 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.

1.16. 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 exceeds the Value of the item, the Insurer will pay the Market Value of the item, as it existed immediately before the occurrence of loss, less salvage value.
3. The maximum amount payable for any one item will be 20% of the Sum Insured.
4. The limits under this section are as mentioned in the Schedule of Benefits
5. The **Insurer's** liability to make payment is only in excess of the Deductible.

Exclusions

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

- a) any claim which occurs while the Residence is occupied at the time of the burglary during the Insured persons travel Overseas
- b) any loss or shortage of Valuables
- c) any loss not reported to the police station having jurisdiction at the place of loss and unless a written report is obtained from the police;
- d) any claim directly or indirectly, proximately or remotely occasioned by or which arises out of or in connection with Riot and Strike, Civil Commotion, Terrorist activities, Earthquake, Flood, Storm, Volcanic eruption, Typhoon, Hurricane, Tornado, Cyclone 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.

2. DEFINITIONS

To help **You** understand **Your Policy** the following words and phrases used anywhere within **Your Policy** have specific meanings, which are set out in this section.

1. **Accident means** a 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. **Any one illness** means continuous Period of illness and it includes relapse within 45 days from the date of last consultation with the Hospital/ Nursing Home where treatment may have been taken.
5. **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
6. **Common Carrier** means any mode of public transport whether used for hire and reward or otherwise
7. **Condition Precedent** shall mean a policy term or condition upon which our liability under the policy is valid.
8. **Congenital Anomaly** refers to a condition(s) which is present since birth, which is abnormal with reference to form, structure or position.
 - a. **Internal Congenital Anomaly:** Which is not in the visible and accessible parts of the body
 - b. **External Congenital Anomaly:** Which is in the visible and accessible parts of the body
9. **Contents** means the household goods such as furniture, fixtures, fittings, home appliances, interior decorations and items of like nature; personal effects such as cloths and other articles of personal nature likely to be worn, used or carried but excluding money, jewellery and valuables. Contents should be owned or legally responsible by the Insured or family members and not used for Business or Business purpose
10. **Contribution** means essentially the right of an insurer to call upon other insurers, liable to the same insured to share the cost of an indemnity

claim on a ratable proportion of the Sum Insured

This clause shall not apply to any Benefit offered on fixed benefit basis.

11. **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
12. **Day Care Centre** means any institution established for day care treatment of illness and / or injuries or a medical set up within a hospital and which has been registered with the local authorities, wherever applicable, and is under the supervision of a registered and qualified medical practitioner AND must comply with all minimum criteria as under:-
 - a) has qualified nursing staff under its employment ;
 - b) has qualified medical practitioner (s) in charge;
 - c) has a fully equipped operation theatre of its own where surgical procedures are carried out;
 - d) maintains daily records of patients and will make these accessible to the Insurance Company's authorized personnel
13. **Day care Procedure/ treatment** refers to medical treatment and/or surgical procedure which is
 - a. undertaken under general or local anesthesia in a hospital / day care centre in less than 24 hours because of technological advancement and
 - b. which would have otherwise required hospitalization of more than 24 hours

Treatment normally taken on an out-patient basis is not included in the scope of this definition

14. **Deductible:** A deductible is a cost sharing requirement under a health insurance policy that provides that the insurer will not be liable for a specified rupee amount in case of indemnity policies and for a specified number of days/hours in case of hospital cash policies which will apply before any benefits are payable by the insurer. A deductible does not reduce the sum insured
15. **Dental treatment** is treatment carried out by a dental practitioner including examinations, fillings (where appropriate), crowns, extractions and surgery excluding any form of cosmetic surgery/implants

16. **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. Spouse, dependent children and dependent Parents
17. **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
18. **Diagnostic Test** means investigations such as X-ray or blood tests to find the cause of Your symptoms and medical condition
19. **Disclosure to information norm:** The 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
20. **Emergency Care** means management for a severe illness or injury which results in symptoms which 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.
21. **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;
 - c) Necessary medical aids prescribed by a Doctor;
 - d) Radiotherapy, heat therapy or photo therapy and other such treatment prescribed by a Doctor;
 - e) Costs of transportation by a 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

22. **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
23. **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
24. **Grace period** means the specified period of time immediately following the premium due date during which a payment can be made to renew or continue a policy in force without loss of continuity benefits such as waiting periods and coverage of *preexisting diseases*. Coverage is not available for the period for which no premium is received.
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. **Hospitalisation** means admission in a Hospital for a minimum period of 24 In patient Care consecutive hours except for specified procedures/ treatments, where such admission could be for a period of less than 24consecutive hours
27. **Illness** means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment.
- a. **Acute condition** means a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/ illness/ injury which leads to full recovery.
- b. **Chronic condition** means a disease, illness, or injury that has one or more of the following characteristics:—it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and / or tests—it needs ongoing or long-term control or relief of symptoms—it requires your rehabilitation or for you to be specially trained to cope with it—it continues indefinitely—it comes back or is likely to come back.
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. **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
31. **Market Value** means the value at which the property insured can be replaced with one of same kind, type, age and condition
32. **Maximum Trip Duration** means the maximum number of days insured per trip as mentioned in the policy schedule under the Policy
33. **Medical Advice** means any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription.
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.

Life saving unforeseen emergency measures, or measures solely designed to relieve acute pain, provided to the Insured by the Physician for Disease/accident arising out of a pre- existing condition. The treatment for these emergency measures would be paid till the Insured becomes medically stable state. All further costs to maintain medically stable state to prevent the onset of ailment would have to be borne by the insured

35. **Medical Practitioner/Doctor** means a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license.

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. **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 You;
 - b. must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
 - c. must have been prescribed by a medical practitioner;
 - d. must conform to the professional standards widely accepted in international medical practice or by the medical community in India.
- 38. Notification of claim** is the process of notifying a claim to the insurer by specifying the timelines as well as the address / telephone number to which it should be notified
- 39. OPD treatment** is 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 Medical Practitioner. The Insured is not admitted as a day care or in-patient
- 40. Overseas** means the Insured Person's visit to the countries named in the Certificate of Insurance (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.
- 41. 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.
- 42. 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.
- 43. 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 Accidental Inpatient Hospitalisation – Domestic or Trip Cancellation or Personal Accident – Domestic, wherein it applies within the limits of Indian borders only.
- 44. 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.
- 45. Pre-Existing Diseases** means any condition, ailment or injury or related

conditions for which the insured had signs or symptoms and/or were diagnosed and/or received medical advice/treatment, within 48 months prior to inception of his / her first policy issued by the insurer.

46. **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
47. **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
48. **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 geographical area for identical or similar services taking into account the nature of the illness/injury involved.
49. **Renewal** defines 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 all waiting periods.
50. **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
51. **Subrogation** shall mean 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.
52. **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.
53. **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
54. **Terrorism** means activities against persons, organisations or property of any nature:
 - a) that involve the following or preparation for the following:
 - 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.
55. **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
56. **Unproven/Experimental treatment** is treatment, including drug Experimental therapy, which is not based on established medical practice in India, is treatment experimental or unproven.
57. **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

58. List of Critical Illness and their definitions

58.1 Cancer of Specified Severity

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

The following are excluded –

- a. Tumours showing the malignant changes of carcinoma in situ & tumours which are histologically described as premalignant or non invasive, including but not limited to:
- b. Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN -2 & CIN-3.
- c. Any skin cancer other than invasive malignant melanoma
- d. All tumours of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical

TNM classification T2N0M0.....

- e. Papillary micro - carcinoma of the thyroid less than 1 cm in diameter
- f. Chronic lymphocytic leukaemia less than RAI stage 3
- g. Microcarcinoma of the bladder
- h. All tumours in the presence of HIV infection

58.2 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 at least 3 months has to be produced.

The following are excluded:

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

58.3 First Heart Attack - of Specified Severity

The first occurrence of 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 this will be evidenced by all of the following criteria:

- a. A history of typical clinical symptoms consistent with the diagnosis of Acute Myocardial Infarction (for e.g. typical chest pain)
- b. New characteristic electrocardiogram changes
- c. Elevation of infarction specific enzymes, Troponins or other specific biochemical markers.

The following are excluded:

- I. Non-ST-segment elevation myocardial infarction (NSTEMI) with elevation of Troponin I or T;
- II. Other acute Coronary Syndromes
- III. Any type of angina pectoris

58.4 Open Chest CABG

The actual undergoing of open chest surgery for the correction of one or more coronary arteries, which is/are narrowed or blocked, by coronary artery bypass graft (CABG). The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a specialist medical practitioner.

Excluded are:

- I. Angioplasty and/or any other intra-arterial procedures
- II. Any key-hole or laser surgery.

58.5 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

58.6 Multiple Sclerosis With Persisting Symptoms

The definite occurrence of multiple sclerosis. The diagnosis must be supported by all of the following:

- I. Investigations including typical MRI and CSF findings, which unequivocally confirm the diagnosis to be multiple sclerosis;
- 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, and
- III. Well documented clinical history of exacerbations and remissions of said symptoms or neurological deficits with atleast two clinically documented episodes atleast one month apart.

Other causes of neurological damage such as SLE and HIV are excluded

58.7 Major Organ /Bone Marrow Transplant

The actual undergoing of a transplant of:

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

The following are excluded:

- I. Other stem-cell transplants
- II. Where only islets of langerhans are transplanted

58.8 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

58.9 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

58.10 Primary Pulmonary Hypertension

The diagnosis by a Physician of primary pulmonary hypertension with substantial right ventricular enlargement established by investigations including cardiac catheterization, resulting in permanent irreversible physical impairment to the degree of at least class 3 of the New York Heart Association Classification of cardiac impairment and resulting in the Insured being unable to perform his usual occupation.

58.11 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

58.12 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.

3. GENERAL EXCLUSIONS (applicable to all covers under the policy)

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

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

4. GENERAL CONDITIONS (applicable to all covers under the policy)

- 4.1** The entire scope of cover applies to sea / cruise travel as well, if undertaken for leisure purposes.
- 4.2** 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
- 4.3** 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.

- 4.4** For the Annual Multi-trip policy, please refer the Policy schedule for the maximum trip duration for each and every trip.
- 4.5** 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)** a declaration of good health and that the Insured is unaware of any health condition which could result in a claim during the extension period
 - b)** that the Insured has not filed any claim till date of request
 - c)** the request for extension and applicable premium is received before the extension date of the policy.
- 4.6** 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.
- 4.7** 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.
- 4.8** For professional and semi – professional sportsmen, the premium will attract loading. The issuance shall be at the discretion of the Insurer.
- 4.9** Policy is applicable for one –way travel also, including immigration travel with the condition that the maximum duration of coverage will be 30 days.
- 4.10** 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.
- 4.11** Provision of Information: The Insured shall provide the Insured 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.

- d. Bills/vouchers/reports/discharge summary must mention the name of the person treated, the type of illness, details of the individual items of medical treatment provided and the dates of treatment. Prescriptions must clearly show the medicines prescribed. /the pharmacy bills must clearly show the price and the receipt stamp of the pharmacy. In the case of dental treatment, the bills/vouchers/reports must give the details of the tooth treated and the treatment performed. Treatment taken on different dates for separate ailments will be treated as separate claims. The claims form should clearly indicate the same and supporting should be provided for each one. Deductible will apply for each claim separately.
- e. For reimbursement of the costs of transporting the mortal remains to the India or of the costs of burial abroad, an official death certificate and a physician's statement form relations or spouses will not be accepted. Original bills/ receipts of the expenses incurred need to be submitted also. These would be paid as per the usual and customary charges incurred for the same.
- f. For reimbursement of expenses of Medical Evacuation/Transportation on Insured to the Republic of India, a medical statement from a qualified & registered medical practitioner indicating the cause of illness and the necessity of the transportation needs to be submitted. Medical statements form relations or spouses will not be accepted. Original bills/ receipt of the expenses incurred need to be submitted also. These would be paid as per the usual and customary charges incurred for the same.
- g. Dental Treatment Expenses - Please attach Doctor's reports, Original admission / discharge card, Original bills / receipts / with prescriptions and diagnostic /investigative reports, Copy of passport / visa with entry & exit stamp and copy of the ticket and boarding pass.
- h. Total Loss of Checked-In Baggage— Please attach the details of individual items lost, approximate cost and purchase date, Copies of baggage tags, Copies of correspondence with airline authorities / 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 of items contained within checked-in-baggage valued in excess of the Indian rupee equivalent of US \$ 100 for loss/delay of checked-in-baggage will need to be submitted.

- i. Delay of Checked-in Baggage – Please attach the details of items purchased during the delay period, Copies of baggage tags, Copies of correspondence with airline authorities certifying the delay, along with details of compensation received from airlines / other authorities (if any), Property Irregularity Report (obtained from airline), Original bills / receipts / invoices connected to expenses incurred / purchases made during the delay period, Copy of the passport / visa with entry & exit stamp.
- j. Loss of Passport – Please attach Copy of new passport, Copy of previous passport (if available), Original bills / invoices of expenses incurred for obtaining a new passport, Copy of FIR / police report.
- k. Loss of International Driving License – Please attach Copy of new International Driving License, Copy of previous International Driving License (if available), Original bills / invoices of expenses incurred for obtaining a new International Driving License, Copy of FIR / police report.
- l. Personal Accident – Overseas: Please attach Police report, Post Mortem Report, Death certificate, Medical report in the enclosed format, Certificate from treating Doctor for Permanent Disability.
- m. Personal Liability – Please attach the Judgment of the Court
- n. Financial Emergency – Please attach the Police report
- o. Hijack Relief – Please attach the copy of passport / visa with entry & exit stamp (if any), copy of the ticket and boarding pass, the police report with details such as the passport number of the Insured & period of hijacking, newspaper report (if available)
- p. Trip Cancellation or Trip Curtailment – Please attach the details of expenses incurred, Original bills of expenses incurred due to cancellation, Copies of cancellation correspondence with airline authorities, hotel, car rental and tour operator certifying the cancellation, along with details of compensation received from airlines / other authorities (if any), Copy of ticket & boarding pass (if any), Copy of the passport / visa with entry & exit stamp (if any), Proof of the reason for cancellation like Death certificate etc.
- q. Trip delay – Please attach the details of items purchased during the delay period, Original bills of purchases made / expenses incurred during the period of delay, Copies of correspondence with airline authorities certifying the delay, along with details of compensation received from airlines / other authorities (if any), Copy of ticket & boarding pass, Copy of the passport / visa with entry & exit stamp.

- r. Personal Accident – Domestic: Please attach Police report, Post Mortem Report, Death certificate, Medical report in the enclosed format, Certificate from treating Doctor for Permanent Disability.
- s. Home – Burglary Please attach Police report.
- t. Any other documents that the Insurer requires from the Insured to process the claim may be asked for. If the Indian Administrator or the Overseas Administrator or the Insurer request that bills / vouchers in a foreign language be accompanied by an appropriate translation then the costs of such translation must be borne by the Insured.

4.12.3 Obligations of the Insured

- a. All Claims must be submitted to Indian Administrator or Overseas Administrator not later than one (1) month after the return date **or (Risk End date)** or the completion of the treatment or transportation home, or in the event of death, after transportation of the mortal remains/ burial.
- b. The **Insured** and each of them hereby agree to and authorise the disclosure to the **Insurer** (or any other person nominated by the **Insurer**, including the **Overseas Administrator** or the **Indian Administrator**) of any and all medical records and information held by any institution or person from which the **Insured** and each of them has obtained any medical or other treatment or services (medical or otherwise) to the extent reasonably required by the **Insurer** in connection with any claim made under this **Policy** or the **Insurer's** liability for it. The **Insurer** will preserve the confidentiality of any documentation and information that comes into its possession pursuant to above, and will only use it in connection with any claim made under this **Policy** or the **Insurer's** liability for it.
- c. The Insured shall provide Indian Administrator or Overseas Administrator on demand any information that is required to determine the occurrence of the Insured event or the Insurer's liability to pay the benefits. In particular, upon request, proof shall be furnished of the actual commencement date of the Trip abroad.
- d. If requested to do so by Indian Administrator or Overseas Administrator, the Insured is obligated to undergo a medical examination by a physician designated by the Indian Administrator or Overseas Administrator.
- e. Indian Administrator or Overseas Administrator is authorised by the Insured to take all measures that are suitable for loss prevention and claim minimization, which includes the Insured's transportation back to India.

- f. The Insurer shall be released from any obligations to pay the amount against any claim if any of the aforementioned obligations are breached by the Insured

4.12.4 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 upto 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.
- c) Claims to the insurance benefits maybe neither pledged nor transferred by the insured.

4.13 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.

4.14 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.

4.15 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.

4.16 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

4.17 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

4.18 Transfer

Transferring of interest in this Policy to anyone else is not allowed

4.19 Free Look Period

You shall be allowed a period of 15 days 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 15 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.

4.20 Renewal of Policy

- a. We agree to renew your policy unless on grounds of moral hazard, misrepresentation, 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.
- c. The claims if any occurring during the period of break in insurance shall not be payable under the renewed policy
- d. The company reserves its rights to revise the premium from time to time subject to approval of IRDA.
- e. This product may be withdrawn from the market by informing the Authority giving details of the product and the reasons for withdrawal. We will intimate the Insured person in writing about such withdrawal atleast 30 days 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 Authority 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

4.21 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. The policy shall be void and all premium paid hereon shall be forfeited to the Company. Upon cancellation of the policy by us for any other reasons (other than the above), the insured person shall be entitled to refund of pro-rata 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 and will subject to deduction of cancellation charge by the insurer.

The insured person may also cancel the policy at any time before the commencement of the proposed journey may cancel this Policy by giving notice in writing to the Insurer as long as the Proposer is able to establish to the Insurer's satisfaction that the proposed journey has not commenced.

Upon 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 according to its Cancellation Scale subject to retaining the Rs. 250/- for Individual policies and Rs. 500/- for Annual Multi Trip policy. Insurer will verify the original passport and ensure that the journey was not under taken before any refund of premium. This cancellation would be affected only 14 days after the Risk start date as mentioned in the schedule

4.22 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.

4.23 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.

4.24 Arbitration

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

4.25 Fraud

If You and or Your dependent shall:

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

this Policy shall be null and void ab initio 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.

4.26 Subrogation

The Policyholder:

- a. Shall do or concur in doing or permit to be done everything necessary

for the purpose of enforcing any civil or criminal rights and remedies or obtaining relief or indemnity from other parties to which the Insurer shall be or would become entitled or subrogated upon the Insurer paying for any claim under this Policy, whether before or after indemnification;

- b. Shall not do or cause to be done anything that may cause any prejudice to the Insurer's right of subrogation;
- c. Agrees that any recoveries made shall first be applied in making good any sums paid out by or on behalf of the Insurer for the claim and the costs of recovery.

This clause is not applicable for benefit sections of the policy.

4.27 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.

4.28 Entire Contract

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

4.29 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).

4.30 Mis-statement of Age

This policy covers individuals in the age band of 6 months to 70 years travelling by air. In case the insured or proposer has mis-stated the age then no claim is entertained under the policy. In such an event no refund of premium will be made

4.31 Contribution

If the insured is covered under two or more policies during a period from one or more insurers to indemnify treatment costs and have declared details of the other policies in our proposal for insurance, we shall call upon other insurers liable to the same insured to share the cost of an indemnity claim on a rateable proportion of sum insured.

This clause is not applicable for fixed benefit sections of the policy.

4.32 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

4.33 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.

4.34 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.

4.35 Risk Start Date: The Insurance policy (Certificate of Insurance) will commence from the departure date from India (except Trip Cancellation, Accidental In-patient Hospitalisation - Domestic and Personal Accident - Domestic); as declared on the proposal form and printed on the Certificate of Insurance provided full premium is paid, the person to be insured is eligible to be insured and the policy is in force.

4.36 Risk End Date The Insurance policy (Certificate of Insurance) will terminate on the date and time of actual arrival in India (except Emergency Medical Expenses - Domestic and Personal Accident -Domestic); or the last day for which premium has been paid, whichever is earlier.

4.37 Payment Conditions

- a) The **Insurer** shall make payment to the **Proposer** but if incapacitated or deceased the Insurer shall make payment to the Insured.
- b) The Proposer and each **Insured** hereby acknowledge and agree that the payment of any claim by or on behalf of the **Insurer** shall not constitute on the part of the **Insurer** any guarantee or assurance as to the quality or effectiveness of any medical treatment, service or other service obtained by the **Insured**, it being agreed and recognized by the **Insured** and each of them that the **Insurer** is not in any way responsible or liable for the availability or quality of any medical treatment or service (medical or otherwise) rendered by any institution or service provider whether pre-authorized or not.
- c) Unless payment is made by the **Overseas Administrator** under Medical 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:
 1. the **Insurer** shall not be liable to make any payment until such time as any course of medical treatment prescribed by a **Doctor** has been implemented and demonstrated to be ineffective;
 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.
- e) 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

4.38 Two Policy period

If the claim event falls within two policy periods, the claims shall be paid taking into consideration the available sum insured in the two policy periods. Such eligible claim amount to be payable to the insured shall be reduced to the extent of premium to be received for the renewal/ due date of premium of this health policy, if not received earlier.

4.39 Any one illness / relapse period

If the hospitalization is continuous and the illness relapses within 45 days from the date of last consultation with the Hospital / Nursing Home where treatment was taken will be treated as same illness.

5. GRIEVANCES

Mechanism for Grievance Redressal:-

As an esteemed customer of our Company, You can contact us to register complaint/ grievance, if any, including servicing of policy, claims etc. with regard to the insurance policy issued to You. The contact details of our office are given below for Your reference.

A separate Channel will be established to address the issues relating to **Senior Citizen's** Health Insurance related claims and grievances and will be intimated to the policy holders

Cholamandalam MS General Insurance Company Limited

Customer services

Address: H.O: Dare House, No 2 N.S.C. Bose Road, Chennai 600 001.

Toll free: 1800 200 5544

SMS: "CHOLA" to 56677* (premium SMS charges apply)

E-MAIL: customercare@cholams.murugappa.com

Sl. No	Office of the Ombudsman	Name of the Ombudsman and Contact Details	Areas of Jurisdiction
1	AHMEDABAD	Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C.U. Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD - 380 014 Ph(O) 079-27546150, 27546139 Fax: 079-27546142 E-mail: insombahd@rediffmail.com	Gujarat, UT of Dadra & Nagar Haveli, Daman and Diu
2	BHOPAL	Office of the Insurance Ombudsman 1st Floor, 117, Zone-II, Above D.M. Motors Pvt. Ltd. Maharana Pratap Nagar, Chhattisgarh BHOPAL - 462 011 Ph(O): 0755-2769200, 2769202, 2769201, Fax: 0755-2769203 E-mail: bimalokpalbhopal@ airtelbroadband.in	Madhya Pradesh & Chhattisgarh
3	BHUBANESWAR	Office of the Insurance Ombudsman 62 Forest Park BHUBANESHWAR - 751009 Ph (0): 0674-2535220,2533798 Fax: 0674-2531607 E-mail: ioobbsr@dataone.in	Orissa
4	CHANDIGARH	Office of the Insurance Ombudsman S.C.O. No. 101,102 & 103, 2nd Floor, Batra Building, Sector 17-D, CHANDIGARH - 160017 (0) 0172-2706196, 2705861 EPBX: 0172-2706468 Fax: 0172-2708274 E-mail: ombchd@yahoo.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh

5	CHENNAI	Office of the Insurance Ombudsman Fatima Akhtar Court, 4th Flr., No 453(old no 312), Anna Salai, Teynampet, CHENNAI -600 018 (0) 044-24333678, 24333668 Fax: 044-24333664 E-mail: insombud@md4.vsnl. net.in	Tamil Nadu, UT - Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
6	DELHI	Office of the Insurance Ombudsman 2/2 A, 1st Floor, Universal Insurance Bldg., Asaf Ali Road,,NEW DELHI - 110 002 (0) 011-23239611, 23237539, 23237532 Fax: 011-23230858 E-mail : iobdelraj@rediffmail. com	Delhi & Rajasthan
7	GUWAHATI	Office of the Insurance Ombudsman Aquarius, Bhaskar Nagar, R.G. Baruah Rd., GUWAHATI - 781 021 (0) 0361-2413525, EPBX: 0361-2415430 Arunachal Pradesh, Fax: 0361-2414051 E-mail: omb_ghy@sify.com	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
8	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. (0) 040-23325325, 23312122, 65504123, Fax: 040-23376599 E-mail: hyd2_insombud@ sancharnet.in	Andhra Pradesh Karnataka and UT of Yanam - a part of the UT of Pondicherry

9	KOCHI	<p>Office of the Insurance Ombudsman 2nd Fir., CC 27/ 2603 Pulinat Building Opp. Cochin Shipyard, M.G. Road, ERNAKULAM - 682 015 (0) 0484-2358734, 2359338, 2358759 Fax: 0484-2359336 E-mail: ombudsmankochi@yahoo.co.in</p>	<p>Kerala, UT of (a) Lakshadweep, (b) Mahe - a Part of UT of Pondicherry</p>
10	KOLKATA	<p>Office of the Insurance Ombudsman North British Bldg. 29, N. S. Road, 3rd Fir., KOLKATA -700 001. (0) 033-22134869, 22134867, 22134866 Fax: 033-22134868 E-mail : iombkol@vsnl.net</p>	<p>West Bengal, Bihar, Jharkhand and UT of Andaman & Nicobar Islands, Sikkim</p>
11	LUCKNOW	<p>Office of the Insurance Ombudsman Jeevan Bhawan, Phase 2, 6th Floor, Nawal Kishore Rd., Hazartganj, LUCKNOW - 226 001 (0) 0522-2201188, 2231330, 2231331 Fax: 0522-2231310 E-mail: ioblko@sancharnet.in</p>	<p>Uttar Pradesh and Uttaranchal</p>
12	MUMBAI	<p>Office of the Insurance Ombudsman 3rd Flr., Jeevan Seva Annexe, S.v. Road, Santa Cruz (W) MUMBAI - 400 054 022-26106928, 26106360 EPBX: 022-6106889 Fax: 022-26106052 Email: ombudsman@vsnl.net</p>	<p>Maharashtra, Goa</p>

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

Specific Conditions

1. Minimum age of the Proposer and spouse shall be 18 years and maximum age shall be 60 years; and children aged between six (6) months and twenty-five (25) years. The Age shall be computed as on the Risk Start Date.
2. The maximum number of travel days that may be insured, under the policy, shall be 90 days. The maximum trip duration (including the extension, if any) shall not exceed 90 days in total.
3. **Family** means legally married Spouse and/or atmost four (4) Children named on the Schedule.

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

Specific Conditions

1. Minimum age of the Insured shall be 70 years and maximum age shall be 80 years. Age shall be computed as on the Risk Start Date.
2. The maximum number of travel days that may be insured, under the policy, shall be 180 days. The maximum trip duration (including the extension, if any) shall not exceed 180 days in total.
3. The Insurer's liability for Medical Expenses incurred on any one illness will be restricted to USD 12,500 (For Age Group 71-75) and USD 10,000 (For Age Group 76-80) as a sub limit of the Limit of Indemnity under the Medical Expenses Cover. The Insurer's liability for Medical Expenses incurred on any accident will be restricted to USD 25,000 as a sub limit of the Limit of Indemnity under the Medical Expenses Cover