

## Sections

- 1.. Scope of Cover
2. Definitions
3. General Exclusions
4. General Conditions
5. Grievances

We issue this insurance policy to You 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** 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 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) 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;
- i) Any internal or external Congenital conditions;

- j) 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;
- k) any treatment due to mental or psychiatric disorders, disturbances of consciousness, strokes, fits affecting the entire body, and pathological disturbances caused by mental reactions;
- l) rehabilitation and physiotherapy or the costs of prostheses;
- m) any exclusion mentioned in the General Exclusions of this policy.

**Medical Expenses Extension: Following benefits have been included under Medical Expenses for the “Platinum Plan” only and are not separate benefits**

All mentions of these in the policy document are considered to be deleted in entirety and amended as follows:

- 1 Treatment for mental and nervous disorders, including alcoholism and drug dependency, are covered under this policy, subject to a maximum limit of US\$ 1,000. The payment for medical expenses will be limited to inpatient **Hospitalization** of more than 24 hours provided by a **Hospital** /nursing home.
- 2 In-patient medical expenses related to pregnancy are covered to a maximum limit of US\$ 500, after a waiting period of 10 months.
- 3 Medical expenses for inter-collegiate sports injuries are covered under this policy as part of the medical cover. These expenses will be treated as any other medical expenses for an accident, and will be subject to the terms of conditions mentioned in the policy.
- 4 Cancer screening and mammographic examinations on recommendation from physician will be paid under this policy, subject to a maximum limit of US \$ 2,000. Health check up is not included under this benefit.
- 5 Childcare benefits – If the child is above 90 days of age, and is **Hospitalized** for more than 2 days, for any ailment, **Hospital** cash benefit of US\$ 100 will be paid, subject to a maximum of 7 days.

**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 taken under anesthetic taken 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;

i) 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;

ii) the removal of physical flaws or anomalies or abnormalities (cosmetic treatment);

iii) 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;

iv) any treatment due to mental or psychiatric disorders, disturbances of consciousness, strokes, fits affecting the entire body, and pathological disturbances caused by mental reactions;

v) 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. 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.

## 1.5. 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.

## 1.6. 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.

<b>Condition</b>	<b>Percentage of Limit of Indemnity</b>
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. 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.

### 1.7. 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

- 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.

## **1.8. Study Interruption**

The Insurer shall pay the Insured, compensation in the event of Study Interruption upto the amount stated in the Policy Schedule to the Policy, subject to the terms and conditions and the exclusions below.

### **Terms & Conditions**

The Study interruption has to arisen on the following grounds:

- a. In the event of Hospitalisation of the Insured of more than one consecutive month from either a covered Injury or sickness or in the case of terminal sickness or in the case of a medical repatriation, or
- b. in case of death of any one immediate Family member or the sponsor during the entire policy period, which leads the Insured to discontinue his / her studies for the remaining part of the current school semester for which Tuition has been paid, the Insurer shall reimburse the Insured, the Tuition fees which has already been advanced to the educational institution less possible/actual refunds, up to the amount stated in the Policy Schedule.

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

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

### **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 routine physical check up and / or any related thereto;
- c) any treatment which could in the opinion of the Overseas Administrator and attending Doctor be or have been delayed until the Insured's return to India;
- d) the removal of physical flaws or anomalies or abnormalities (cosmetic treatment);
- e) 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).
- f) Any internal or external Congenital conditions
- g) 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.
- h) any treatment due to mental or psychiatric disorders, disturbances of consciousness, strokes, fits affecting the entire body, and pathological disturbances caused by mental reactions;
- i) any exclusion mentioned in the General Exclusions of this policy.

#### **Procedure for making a Claim under Study Interruption**

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

- a) Give the Indian Administrator or Overseas Administrator notice of a claim and expeditiously give or arrange for the Indian Administrator or 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 Indian Administrator or Overseas Administrator.
- b) any document mentioned in the Claim Documentation of this policy

### **1.9. Bail Bond**

If the Insured is arrested or detained by the police/judicial authorities of the place at which he has specified in the proposal form whilst abroad and if the offence for which he is arrested or detained is bailable, then the amount upto the maximum specified against this benefit in the Policy Schedule to the policy, will be provided to the appropriate authority/court

as the bail amount towards the arrest or detention, subject to the terms and conditions and the exclusions below.

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

### **Terms and Conditions**

- a) The Insurer will pay or arrange to pay through Overseas Administrator or Indian Administrator to the court directly on behalf of the Insured, the bail amount. This cover would be for bailable offences only.
- b) The Insured shall appear in the court on the date specified by the court for trial and judgment.
- c) If the bail bond is forfeited due to the misconduct or negligence or any wrongful act of the Insured or otherwise by breach of the terms of such bail bond, the amount of the bail bond will require being repaid by the Insured to the Insurer within 1 month after the bail bond is forfeited and if the Insurer so deems necessary (whether on expiry of such 1 month or otherwise), the Insured will be liable to repay the bail amount together with the interest rate of 18% p.a. accruing from the date of payment by the Insurer to the court until receipt thereof from the Insured, and the costs and expenses reasonably incurred by the Insurer in such behalf.
- d) In case of death of the Insured, at the first instance, the Immediate Family Member, and in case where there is no immediate Family member, the sponsor, if any, will be liable to produce the death certificate or the necessary documents, as per the local law, in the court within 1 month (of such death) for the release of the bail amount to Overseas Administrator or Indian Administrator. In case they fail to do so, the Insured hereby agrees that the Insurer would have full right and authority to recover the bail amount from the estate of the Insured, or the parents/guardians of the Insured, and if applicable, the Sponsor.
- e) The amount will be refunded to the Insurer or Overseas Administrator or Indian Administrator by the court with which it was deposited as soon as the court releases the bail amount with which the deposit was made. In no case the amount will be paid out to the Insured.
- f) The judgment shall have no bearing on the refund of the deposit to the Insurer or Overseas Administrator or Indian Administrator. If the court imposes any penalty or fine on the Insured at the time of interim order or final judgment, then in that case the Insured will not be at the liberty to get the fine deducted or adjusted from the bail amount which was deposited by the Insurer or Overseas Administrator or Indian

Administrator.

### **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 non-bailable offences as per the local Law of the country in which the incident has taken place or occurred whilst the Insured's trip abroad
- b) any exclusion mentioned in the General Exclusions of this policy.

### **Procedure for making a Claim under Bail Bond**

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

- a) Give the Indian Administrator or Overseas Administrator notice of a claim and expeditiously give or arrange for the Indian Administrator or 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 Indian Administrator or Overseas Administrator.
- b) any document mentioned in the Claim Documentation of this policy.
- c) In the event of the death of the Insured, if the Bail Bond benefit has been availed, the Insured's Immediate Family Members or the Sponsor shall submit an official death certificate and a statement from a physician mentioning the cause of death, to Overseas Administrator or Indian Administrator to be absolved of their obligation to pay the Bail Bond amount back to Overseas Administrator or Indian Administrator / or the Insurer as soon as possible, in any case, within 1 month of the Insured's death. Death certificate from relatives or spouses will not be accepted

## **1.10.Sponsor Protection**

The Insurer shall pay towards Sponsor Protection upto the amount as specified in the Policy Schedule, as per the terms and conditions and the exclusions below.

Terms & Conditions

- a) In the event of injury to the Insured's Sponsor as stated in the Enrolment Form resulting in Death in any form, the Insurer shall reimburse the Insured the Tuition Fee incurred for the remaining period of this education up to the maximum limit stated in the Policy Schedule. In the



event of a claim, only the figures shown on official invoice(s) from the educational institution and voucher(s) of payment of the said Tuition fees, shall be used for calculating any reimbursement paid by the Insurer

- b) The claim would be payable by the Insurer upon submission of an official death certificate and a statement from a physician (which physician should not be a relative or spouse of the Insured or the Sponsor) stating cause of death, as proof of death, of the Sponsor, by the Insured.
- c) Simultaneous claims under 'study interruption' and 'sponsor protection' is not permitted.

**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 Sponsor Protection**

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

- a) Give the Indian Administrator or Overseas Administrator notice of a claim and expeditiously give or arrange for the Indian Administrator or 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 Indian Administrator or Overseas Administrator.
- b) any document mentioned in the Claim Documentation of this policy.

**1.11. Compassionate Visit**

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

**Terms & Conditions**

1. In the event the Insured is Hospitalised for more than (7) consecutive days, and his medical condition forbids his repatriation and no adult member of his immediate Family is present, the Insurer or Overseas Administrator or Indian Administrator, after obtaining confirmation of need for a companion from our panel Doctor / Overseas Administrator

or Indian Administrator, will provide a round trip economy class air ticket, or first class railway ticket, to allow one Immediate Family Member, during the entire period of insurance, to be at his bedside for the duration of his stay in the Hospital.

2. Additionally, the Insurer will refund the cost of stay of one immediate Family member, up to the amount stated in the Policy Schedule. In any event, the Insurer's total liability for round trip transport and for daily allowances (accommodation and transportation only) shall not exceed the maximum amount stated in the Policy Schedule.
3. In the event parent(s), spouse / child of the Insured is Hospitalised for more than (7) consecutive days, the Insurer or Overseas Administrator or Indian Administrator, after obtaining confirmation of need for a companion from our panel Doctor / Overseas Administrator or Indian Administrator, will provide a round trip economy class air ticket, or first class railway ticket, to allow the Insured to be at the bedside of his parent(s), spouse / child for the duration of his/her stay in the Hospital.
4. In any event, the Insurer's total liability for round-trip transport shall not exceed the maximum amount stated in the Policy Schedule under this Policy.

**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 Compassionate Visit**

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

- a) Give the Indian Administrator or Overseas Administrator notice of a claim and expeditiously give or arrange for the Indian Administrator or 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 Indian Administrator or Overseas Administrator.
- b) 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 **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.
- 10 **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

11 **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

12 **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

13 **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

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 **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

- 16 **Diagnostic Test** means investigations such as X-ray or blood tests to find the cause of Your symptoms and medical condition
- 17 **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
- 18 **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.
- 19 **Emergency Accident Medical Expenses** means medical expenses reasonably necessary at that time to protect life or relieve pain caused by Accidental Bodily Injury and that do not exceed the usual charge for similar treatment or services in the locality where the treatment or services have been obtained for:
- a. Out-patient treatment, provided the same is critical and cannot be deferred;
  - b. In-patient treatment in a Hospital local to the temporary residence of the Insured or the nearest suitable Hospital;
  - 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
- 20 **Endorsement** means written evidence of change to the insurance Policy including but not limited to increase or decrease in the policy period, extent and nature of the cover agreed by the Company in writing
- 21 **Excluded Hospital** means any hospital which we might discourage You to take treatment of any sickness or illness, due to fraud or moral hazard or misrepresentation indulged by the hospital

- 22 **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 is travelling as a fare paying passenger
- 23 **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
- 24 **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.
- 25 **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
- 26 **Inception Date** means the commencement date of the coverage under this Policy as specified in the Policy Schedule
- 27 **Injury** means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner
- 28 **In Patient Care** means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event
- 29 **Market Value** means the value at which the property insured can be replaced with one of same kind, type, age and condition
- 30 **Medical Advise** means any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription.

31 **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

32 **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

33 **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.

34 **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.

- 35 **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
- 36 **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
- 37 **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.
- 38 **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.
- 39 **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.
- 40 **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.
- 41 **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.
- 42 **Policy Certificate** 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 certificate.
- 43 **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.



- 44 **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
- 45 **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
- 46 **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.
- 47 **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
- 48 **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.
- 49 **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.
- 50 **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
- 51 **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.

52 **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

53 **Unproven/Experimental treatment** is treatment, including drug Experimental therapy, which is not based on established medical practice in India, is treatment experimental or unproven.

54 **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

## 55 List of Critical Illness and their definitions

### 55.1 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

### **55.2 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.

### **55.3 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

#### **55.4 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.

#### **55.5 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

#### **55.6 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

#### **55.7 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

### **55.8 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

### **55.9 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

### **55.10 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.

### **55.11 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

### **55.12 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 claim relating to events occurring before the commencement of the cover or otherwise outside of the Period of Insurance
- b. any treatment if that is the sole reason or one of the reasons for the travel Overseas;
- 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.** treatment by relatives;
- e.** any kind of Consequential loss;
- f.** 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.
- g.** Any intentional, reckless or criminal act, suicide, or attempted suicide, or the use or abuse of any drugs, alcohol and the like;
- h.** 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;
- i.** 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;
- j.** 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;
- k.** HIV, AIDS and all related medical conditions.
- l.** Specific named hazards, hanging gliding, mountaineering, rock climbing, sky diving, professional or amateur racing and piloting an aircraft
- m.** 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.
- n.** 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 The Policy applies for Trips of a maximum duration of 365 days only. The minimum age limit for the Insured is 16 years, and the maximum age limit for the Insured is 35 years. Professional and semi-professional sportsmen are not eligible to be Insured under this Policy. The Policy applies to the Insured traveling abroad on Student visa only.
- 4.3 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.
- 4.4 Extension of policy during the duration of the trip, 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.
- 4.5 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.
- 4.6 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.
- 4.7 Policy is applicable for one –way travel also, including immigration travel with the condition that the maximum duration of coverage will be 30 days.
- 4.8 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.
- 4.9 **Claim Procedure**
  - a) The Insured shall immediately contact the Alarm Center of Overseas Administrator or Indian Administrator stating the necessary details.



The phone numbers of the Alarm Centres are provided on Policy Schedule.

- b) The Alarm Center of Overseas Administrator or Indian Administrator will verify the identity of the caller by asking him/her his/her mother's maiden name.
- c) In the event of an accident or sudden illness where it is not possible to do so before consulting a Physician or going to the Hospital, the Insured shall contact the Alarm Center as soon as possible. In either case, when being admitted as a patient, the Insured shall show the concerned Physician or personnel this Policy if requested.
- d) In the event of the death of the Insured, if the Bail Bond benefit has been availed, the Insured's Immediate Family Members or the Sponsor shall submit an official death certificate and a statement from a physician mentioning the cause of death, to Overseas Administrator or Indian Administrator to be absolved of their obligation to pay the Bail Bond amount back to Overseas Administrator or Indian Administrator / or the Insurer as soon as possible, in any case, within 1 month of the Insured's death. Death certificate from relatives or spouses will not be accepted

#### 4.9.1 **Claims Settlement**

- a) If the procedure stated above is complied with, Overseas Administrator or Indian Administrator, as the case may be, will guarantee to the provider the costs of Hospitalisation, transportation for emergency services, transportation home for Insured and any covered accompanying person, transportation of the mortal remains, local burial, and bail bond assistance. All costs will be directly settled by Overseas Administrator or Indian Administrator on the Insurer's behalf and the same shall constitute due discharge of the Insurer's obligations hereunder.
- b) Reimbursement of all claims by Overseas Administrator or Indian Administrator will be in Indian Rupees at the exchange rate specified by the Reserve Bank of India, as applicable on the date the amount is billed
- c) Proof of identity and residence of the beneficiary for claims exceeding Rs 1 Lakh
- d) Upon acceptance of the offer of claim settlement by the Insured, the claim amount will be settled by the Company

within 7 days from the date of acceptance of the offer by the Insured. In case of delay in the payment, the Company shall be liable to pay interest at the rates stipulated by IRDA from time to time

#### 4.9.2 Claim Documentation

- a. The original bills and vouchers must be submitted along with all claims.
- b. Bills/ vouchers/ reports/ discharge summary must contain 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 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.
- c. For reimbursement of the extra costs of transporting the mortal remains to the Republic of India or of the costs of burial abroad, an official death certificate and a physician's statement giving the cause of death. Medical statements from relations or spouses will not be accepted.
- d. For reimbursement of extra expenses of transportation of Insured to the Republic of India, a medical statement indicating the cause of illness and the necessity of the transportation. Medical statements from relations or spouses will not be accepted.
- e. In case of loss of baggage, a copy of the report made to the police authorities within 24 hours of the **Insured** becoming aware of the loss
- f. In case of loss of baggage, a Property Irregularity Report or other report usually issued by the carriers in the event of loss of baggage.
- g. Adequate proof of ownership of baggage valued in excess of the Indian Rupee equivalent of \$ 100 for loss / delay of baggage.
- h. For personal liability, proof of judicial decision rendered by a court of law.
- i. For personal accident, bills/ vouchers/ reports/ discharge summary must contain the name of the person treated, the cause of accident, details of the individual items of medical

treatment provided and the dates of treatment.

- j. For Study Interruption, on account of death of the **Insured's** any one Immediate **Family Member**, an official death certificate and a physician's statement giving the cause of death. Medical statements from relations or spouses will not be accepted.
- k. For Sponsor Protection, on account of death of the Sponsor, an official death certificate and a physician's statement giving the cause of death. Medical statements from relations or spouses will not be accepted.
- l. For the Bail Bond benefit, the Insured shall forward a copy of the court order stipulating the amount required as Bail Bond.
- m. Insured's Immediate Family Members or the Sponsor would be required to submit an official death certificate, along with a statement from a physician stating the cause of death, to Overseas Administrator or Indian Administrator / PHM if they wish to be discharged of their liability of paying the bail amount to General Insurance Insurer within 1 month of the Insured's death. Death certificate from relatives or spouses will not be accepted.
- n. Any other document(s) that the Insurer requires from the Insured to process the claim.
- i. If Overseas Administrator or Indian 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

#### 4.9.3 **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

#### 4.9.4 **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.

4.10 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.

#### **4.11 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.

#### **4.12 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.

#### **4.13 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

#### **4.14 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

#### **4.15 Transfer**

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

#### **4.16 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 policy can be renewed 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.
- 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

#### 4.17 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.

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/-

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

#### 4.18 **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.

#### 4.19 **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.

#### 4.20 **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.

#### 4.21 **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 inito 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.

#### **4.22 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.

#### **4.23 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.

#### **4.24 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.

#### **4.25 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).

#### **4.26 Mis-statement of Age**

This policy covers individuals in the age band of 16 years to 35 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

#### 4.27 **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

#### 4.28 **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

#### 4.29 **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.

#### 4.30 **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.

#### 4.31 **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.

4.32 **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.

#### 4.33 **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**:
  1. 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;

2. 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**;
3. 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

#### 4.34 **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.

#### 4.35 **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](mailto: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	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	Kerala, UT of (a) Lakshadweep, (b) Mahe - a Part of UT of Pondicherry
10	KOLKATA	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	West Bengal, Bihar, Jharkhand and UT of Andaman & Nicobar Islands, Sikkim
11	LUCKNOW	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	Uttar Pradesh and Uttaranchal
12	MUMBAI	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	Maharashtra, Goa