

STAR FAMILY TRAVEL PROTECT INSURANCE POLICY

Unique Id : IRDA/NL-HLT/SHAI/P-H/V.I/141/13-14

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

In consideration of the payment of the required premium the **Company** agrees subject to the terms and conditions provided under this Policy to indemnify the Insured Person/s named in the Schedule or his/her/their legal representatives up to the **sum insured** or the appropriate benefit specified in the Schedule. Provided the insurance hereunder is only with respect to such benefits as are indicated by specific amount set against each benefit mentioned in the Schedule.

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

PART 1: DEFINITIONS APPLICABLE TO ALL SECTIONS EXCEPT WHERE STATED OTHERWISE

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

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

ASSISTANCE COMPANY shall mean Coris Heritage Asia Pacific P. Ltd., and/or its Registered Branch Offices situated worldwide providing assistance to the Insured.

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

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

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

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

COUNTRY OF RESIDENCE shall mean the Republic of India

DAY means a period of 24 consecutive hours

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

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

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

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

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

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

For the purpose of this benefit “Transportation” includes air ambulance.

FAMILY POLICY is the insurance plan under which the Insured and the Insured’s Traveling **Family Members** are covered provided the Insured has selected this option on the Insured’s application.

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

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

HOSPITAL shall mean a medically recognized establishment

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

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

INJURY shall mean bodily **Injury** caused by an **Accident**, directly and independently of all other causes and sustained on or after the effective date of this coverage and before the termination date. Benefits for **Injury** will not be paid for any loss caused by sickness or other bodily diseases or infirmity.

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

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

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

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

1. consistent with the symptom or diagnosis and treatment of the Insured's condition, disease, **Illness**, ailment or **Injury**;
2. appropriate with regard to standards of good medical practice;
3. not solely for the convenience of the Insured, a **Physician** or other provider;
4. the most appropriate supply or level of service that can be safely provided to The Insured.

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

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

PERIOD OF INSURANCE shall mean the period commencing from the moment the date and time of final departure for a destination that is out side of the Country of Residence or the first day of insurance whichever is later and terminating on the last day of the number of days specified in the Schedule or return to immigration/customs of the Country of Residence on completion of the **trip** whichever is earlier. If return is delayed for any covered reason, coverage is extended until the Insured are able to return to the Insured's Country of residence. The day the Insured departs and the day the Insured returns are counted and included as separate days when determining duration of coverage.

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

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

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

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

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

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

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

SUM INSURED shall mean the maximum amount of coverage, as specified in the Schedule to this Policy, that the Insured is entitled to in respect of each benefit and as is applicable under this Policy. **Terrorist** act means any actual or threatened use of force or violence directed at or causing damage, **injury**, harm or disruption, or commission of an act dangerous to human life or property against any individual, property or government with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Terrorism shall also include any act, which is verified or recognized by the relevant Government as an act of terrorism. Robberies or other criminal acts primarily

committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered **terrorist** Acts. Terrorism does not include general civil protest, unrest, rioting, or an act of war.

TRAVEL AGENT shall mean the **Travel Agent**, tour operator, or other entity from which the Insured purchases his/her Insurance Policy or travel arrangements, and includes all officers, employees, and affiliates of the **Travel Agent** or tour operator.

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

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

PART 2:

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

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

PART 3:

TERMINATION: The insurance terminates on the last of the number of days specified in the Schedule or return to immigration/customs of the Country of Residence on completion of the **trip** whichever is earlier. If return is delayed for any covered reason, coverage is extended until the Insured are able to return to the Insured's city of residence. The day the Insured departs and the day the Insured return are counted and included as separate days when determining duration of coverage.

AUTOMATIC EXTENSION

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

PART 4:

COVERAGE

SECTION 1

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

EMERGENCY MEDICAL EXPENSES, EMERGENCY MEDICAL TRANSPORTATION AND TRANSPORTATION OF MORTAL REMAINS

The Company will indemnify the Insured or his/her legal representative up to a maximum amount specified in the Schedule of Benefits in the aggregate in respect of: The following expenses reasonably and necessarily incurred in the Country or Countries visited and recommended by the attending physician if the Insured shall sustain accidental Bodily Injury or suffer illness which first manifests itself during the Insured trip specified in the schedule and subject to deductible specified in the schedule

1.1

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

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

PROVIDED ALWAYS THAT

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

SECTION 2

DENTAL EMERGENCY ASSISTANCE

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

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

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

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

1. A health condition where the person whose condition gives rise to a claim is at the time of traveling receiving or on a waiting list for treatment in a **hospital** or nursing home or has received a terminal prognosis

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

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

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

SECTION 3

PERSONAL ACCIDENT

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

TABLE OF BENEFITS:

Benefits (expressed in percentage of **Sum Insured**)

1. Death	100
2. Loss of one hand and one foot	100
3. Loss of speech and hearing in both ears	100
4. Loss or Inability to function of	
a. An arm at the shoulder joint	70
b. An arm to a point above the elbow joint	65
c. An arm below the elbow joint	60
d. A hand at the wrist	55

e. A thumb	20
f. An index finger	10
g. Any other finger	5
h. A leg above the center of the femur	70
i. A leg up to a joint below the femur	65
j. A leg to a point below the knee	50
k. A leg up to the center of the tibia	45
l. A foot at the ankle	40
m. A big toe	5
n. Any other toe	2
o. An eye	50

PROVIDED ALWAYS THAT

The aggregate liability of the **Company** under this Section shall not exceed 100%. Where the named Insured Person is aged 18 years or below the maximum principal sum payable is US \$1500.

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

Special Exclusion applicable for Section 3 of the policy in addition to the “General Exclusions” of the Policy

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

- 1) **Accidents** due to mental disorders or disturbances of consciousness, strokes, fits or convulsions which affect the entire body and pathological disturbances caused by the mental reaction to the same.
- 2) Damage to health caused by curative measures, radiation, infection, poisoning except **where** these arise from an **accident**.
- 3) Any payment under this Benefit whereby the **Company's** liability would exceed the sum payable in the event of death.
- 4) Any other claim after a claim for death has been admitted by the **Company** and becomes payable.

- 5) Any claim which arises out of an **accident** connected with the operation of an aircraft or which occurs during parachuting except when the Insured is flying as a passenger on a multi engine, commercial aircraft.
- 6) Any claim arising out of an **accident** related to pregnancy or childbirth, venereal disease or infirmity.

SECTION 4

LOSS OF CHECKED-IN BAGGAGE

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

PROVIDED ALWAYS THAT

1. The Insured shall exercise reasonable care for the safety of his property as if he was uninsured.
2. Any loss of **checked-in baggage** in transit must be notified immediately to the Airline/Carrier (as appropriate) and a claim lodged with the Airline/Carrier (as applicable) and their written report must be obtained and produced in support of any claim in all such cases.
3. The liability of the **Company** is in excess of the liability of the Airline/Carrier subject to the excesses and limits applicable per article.
4. Maximum amount payable per checked-in baggage, in case more than one bag has been checked-in, is 50 % of the applicable **Sum Insured**. In case of only one bag being checked-in, the amount payable is 100% of the applicable **Sum Insured**.
5. In the event of a claim in respect of a pair or set of articles the **Company** shall be liable only for the value of that part of the pair or set which is lost.
6. No one article, pair or set of articles shall be deemed of greater value than US\$ 100, if not supported by bills of purchase.
7. Cover only applies to loss, damage or destruction occurring during the Insured **Trip**.

In the event that the **Company** makes any payment or reimbursement under this benefit, it is a condition of such payment that any recovery from any carrier by the Insured, or on behalf of the Insured, under the terms of the Convention for the Unification of Certain Rules Relating to International Carriage by Air, 1929 (“Warsaw Convention”) shall become the property of the **Company**.

Special Exclusions applicable for Section 4 of the policy in addition to the “General Conditions” of the policy:

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

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

SECTION 5

LOSS OF PASSPORT

The **Company** will pay in the event of the Insured losing his/her passport during the Insured **Trip** up to the amounts specified in the benefit schedule, subject to the specified deductibles, in respect of **reasonable and**

necessary expenses incurred in obtaining a new passport or valid travel documents to return to the country of residence.

Special Exclusions applicable for Section 5 of the policy in addition to the “General Exclusions” of the policy

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

1. Loss of the passport due to delay or confiscation or detention by the customs, police or public authorities.
2. Loss of the passport due to theft unless it has been reported to the police authorities within 24 hours of the Insured becoming aware of the theft and a written police report being obtained in that regard.
3. Loss of the passport due to it being left unattended or forgotten by the Insured in a public place or public transport, hotel or apartment.
4. Loss or theft of the passport from a private place or from a private vehicle unless it was kept in a locked hotel room or apartment and forcible and violent entry was used to gain access to it.

SECTION 6

DELAY OF CHECKED-IN BAGGAGE

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

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

- a. The delay of **checked-in baggage** is more than 12 hours from the actual arrival time of the carrier at the destination and relates to delivery of baggage that has been checked in by the carrier.
- b. The Insured is a ticketed passenger on a common carrier.

- c. Insured submits the Company written proof of delay from the carrier.
- d. Insured submits the **Company** the original receipts for the necessary emergency purchases of toiletries, medication and clothing that he/she needed to buy. Special Exclusions applicable for Section 6 of the policy in addition to the “General Conditions” of the policy:

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

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

SECTION 7

TRIP CANCELLATION / INTERRUPTION DUE TO ACCIDENTAL BODILY INJURY OR DEATH OF A FAMILY MEMBER

The Company shall indemnify the Insured or his/her legal representative up to a maximum amount mentioned in the benefit schedule, subject to the deductibles specified in the Schedule attached to the Policy if the Insured shall sustain pecuniary loss in respect of any irrecoverable deposits and payments for unused travel and accommodation for which the Insured contracted prior to the commencement of the Insured trip as a result of the Insured’s necessary and unavoidable inability (and not merely disinclination) to commence travel as arranged arising from:

- 1.1. Accidental Bodily Injuries or Death of:
 - (i) Insured or the person/s with whom the Insured is traveling or
 - (ii) A **family member** of the Insured

- 1.2. Compulsory quarantine, jury or other legal service, witness call or redundancy of the Insured
- 1.3. Within the aforementioned maximum sum the Company will indemnify the Insured or his/her legal personal representative for the proportionate irrecoverable value of the unused travel and accommodation costs contracted prior to the commencement of the insured trip if the Insured, has to curtail the trip and return to his/her home address in his/her normal country of residence earlier than planned due to the following occurring after the commencement of the trip.

Accidental Bodily Injuries or Death of:

- (i) Insured or person with whom the Insured is traveling or
- (ii) A **family member** of the Insured

Police authorities of the Country of Residence requesting the Insured's presence at his/her home following actual burglary.

- 1.4. The insured being the victim of a Felonious Assault within 10 days prior to the departure date, provided that the Insured (including any member of Insured's Family) is/are not principal or accessory in such Felonious Assault.

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

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

Special Exclusions applicable for the Section 7 of the policy in addition to the "General Exclusions" of the policy

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

- (a) From failure to notify the **Travel Agent** or Tour Operator through whom the **trip** was booked within a reasonable time of the need to cancel or curtail the travel arrangements

- (b) From the financial circumstances of the Insured.
- (c) The Insured: a) making changes to personal plans; b) having a business or contractual obligation (except as specifically provided for under **Trip Cancellation/Interruption**); c) being unable to obtain necessary travel documents; or d) being detained or having property confiscated by any Customs
- (d) As a result of any lawful act of an Insured or criminal proceedings involving any of the aforementioned other than the attendance under subpoena as a witness (other than in an expert, occupational, professional or other similar capacity) in a Court of Law
- (e) From failure in provision of any part of the booked **trip** (including error, omission or default) of any service forming part of the booked **trip**, or from delay or amendment of the booked itinerary
- (f) From prohibitive regulations by the Government of any Country except from any such regulation which the Insured was unaware existed (and could not reasonably be expected to be aware of) at the time of booking the Insured **trip**.
- (g) On account of a **Felonious Assault**, where the Insured, any **Family Member** of the Insured, has been a principal or accessory in the Assault committed.

SECTION 8

PERSONAL LIABILITY

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

- (a) bodily **injury** or **illness** (fatal or non-fatal) (hereinafter referred to as **injury**) to any person (other than a person in the Insured's service or any member of his/her family or household)

OR

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

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

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

PROVIDED ALWAYS THAT

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

Special Exclusions applicable for Section 8 of the policy in addition to the “General Exclusions” of the policy

The **Company** shall not be liable for:

- 1 **Legal expenses incurred without their written consent.**
- 2 Any claim which arises by virtue of an agreement but which would not have arisen in the absence of such agreement.
- 3 Any claim for **injury**, loss or damage arising directly or indirectly from
 - (i) the Insured’s ownership or use of aircraft, mechanically propelled watercraft/vessels (other than rowing boats, punts or canoes),
 - (ii) domestic animals or firearms other than sporting guns;

- (iii) the Insured's occupation (except temporarily for the purpose of the **trip**) or ownership of any land or buildings other than the occupation of any temporary residence
 - (iv) the pursuit or exercise of any trade or profession, or from racing of any kind
 - (v) willful or malicious acts of the Insured
 - (vi) This insurance does not apply to liability for which indemnity is provided under the terms of any other existing policy or policies except in respect of any excess beyond the amount which would have been payable under the terms of such other policy or policies had this insurance not been effected.
- 4 Liability arising out of the rendering of or the failure to render professional services
 - 5 Liability arising out of the ownership, maintenance, use, loading or unloading of motor vehicles all other motorized land conveyances,
 - 6 Liability arising out of the transmission of a communicable disease by insured
 - 7 Liability arising out of sexual molestation, corporal punishment, or physical or mental abuse
 - 8 Bodily injury to any person eligible to receive any benefits voluntarily provided or required to be provided by insured under any worker's compensation law, non-occupational disability law or occupational diseases law or similar law
 - 9 Suits or legal actions arising from the insured's family member against the insured

GENERAL EXCLUSIONS

EXCLUSIONS APPLICABLE TO ALL SECTIONS EXCEPT WHERE STATED OTHERWISE

This insurance does not cover:

- 1) Loss directly or indirectly occasioned by happening through or in consequence of:
 - (a) travel against medical advice or
 - (b) any **Pre-Existing Condition** or

- (c) with the intention of receiving medical treatment or
- (d) after a terminal prognosis has been made or
- (e) if the Insured is aware of any circumstances that could reasonably be expected to give rise to a claim
- (f) Winter Sports or the use of dry ski slopes
- (g) Manual work of any kind
- (h) Direct participation in riot or civil commotion.
- (i) Accidents whilst engaged in any form of racing, motor rallies and competitions, hang gliding, mountaineering (reasonably requiring the use of ropes or glides), pot holing, rafting or canoeing involving white water rapids, underwater activities requiring the use of artificial breathing apparatus, professional sport, rugby league or union, aerial activities, par ascending or aviation (other than as a fare-paying passenger in a certified multi-engine aircraft flown in the course of licensed operations for the transportation of passengers).
- (j) Suicide or willfully self-inflicted injury or illness, mental disorder, anxiety or depression, venereal disease, alcoholism, drunkenness or the use of drugs (other than drugs taken in accordance with treatment prescribed or directed by a registered medical practitioner but not for the treatment of drug addiction), self exposure to peril (except in an attempt to save human life).
- (k) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss directly or indirectly caused by or contributed to by or arising from nuclear fission, nuclear fusion or radio-active contamination.
- (l) The Insured engaging in any criminal or illegal act.
- (m) Any loss covered directly or indirectly from any injury, illness, death expenses or other liability attributable HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) or AIDS Related Complex (ARC) however caused and/or mutant derivatives, variations or treatment thereof however caused.

- 2) Claims arising from pregnancy.
- 3) Claims increased by the Insured's own act or omission.
- 4) Losses arising from **accidents** on two wheeled vehicles unless the driver is duly qualified and are in possession of a current license valid in the country where the vehicle is operated. Notwithstanding the foregoing, underwriters will not be liable for claims arising from **accidents** (as passenger or driver) on two wheeled vehicles of 125 cc or over.
- 5) Claims relating to any ownership (part, time-share or otherwise) of land or building
- 6) Consequential loss of any nature whether direct or indirect
- 7) Claims relating directly or indirectly as a result of bankruptcy or liquidation.
- 8) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - (i) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission.
 - (ii) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 - (iii) Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 9) Provoked murder or assault, intentional self-injury or any attempt thereat
- 10) Pre-existing whether physical or mental defect or infirmity
- 11) Deliberate exposure to exceptional danger (except in an attempt to save human life)
- 12) The Company shall not be liable for any sums recovered by or on behalf of the Insured by reason of any reciprocal arrangements under any other Insurance Scheme.
- 13) Professional or organized sports, rock climbing or mountaineering necessitating the use of ropes or guides, pot holing, hand gliding, bungee jumping, parachuting, any kind of race other than on foot or water and/or winter sports, racing speed or endurance tests, hazardous pursuits or occupation or air travel (Other than as a passenger in a duly licensed passenger carrying aircraft).

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

GENERAL CONDITIONS

APPLICABLE TO ALL SECTIONS UNLESS STATED OTHERWISE

1. Minimum age of the insured person/s shall not be less than 6 months and maximum age shall not be more than 60 years.
2. The maximum number of travel days that may be insured, under the policy, shall be 60 days. Extension of policy during the duration of the **Trip** can only be done only once at the discretion of the **Company**. The Insured shall submit a declaration letter clearly mentioning the claims filed during the Original policy duration and also the health status of all members covered under the policy as on the date of declaration. The premium payable for the extension of the Policy during the **Trip** duration shall be the premium payable for the overall **trip** duration (including the extension) less the initial premium already paid.
3. The maximum persons that may be covered under this policy shall be 6 inclusive of the Insured and his/her lawful spouse and maximum of two (2) dependant children. The scope of cover applies to each insured member of the family separately.
4. The policy applies to incidents outside the Republic of India unless specifically stated otherwise.

5. Policy start date should be on or before the **trip** start date. However the policy will be valid only if the Insured Journey commences within 14 days of the first day of insurance as indicated in the policy Schedule.
6. Written notice of **accidents** proceedings or any other events which may give rise to a claim should be given to the **Assistance Company** immediately but in any case not exceeding 30 days after return of the insured back to country of residence. All certificates, information and evidence required by the **Company** or the **Assistance Company** shall be furnished at the expense of the Insured or his legal representatives.
7. No refund of premium will be allowed once cover under any Section has commenced.
8. Except with the written consent of the **Company**, no person is entitled to admit liability on their behalf or to give any representations or other undertakings binding upon them. The **Company** shall be entitled to conduct all proceedings arising out of or in connection with claims in the name of the Insured and to instruct Solicitors of their own choice for this purpose.
9. In the event of death of the Insured, the **Company** shall have the right to have a post-mortem at their own expense.
10. No payments will be made under Section 1, 2, 3, without the appropriate Medical Certificate.
11. All claims that are payable to the Insured Person shall be paid in Indian currency only. No sum payable under this policy shall carry interest.
12. The Insured shall act in a prudent manner and exercise reasonable care for the safety and supervision of his property as if uninsured.
13. In the event of a claim for Medical Expense or Personal **Accident** a medical adviser or advisers appointed by the **Company** or the **Assistance Company** shall be allowed to examine the Insured as often as the **Company** or the **Assistance Company** shall consider necessary.
14. The due observance and fulfillment of all the terms and conditions of this insurance by the Insured or anyone acting on his/her behalf in so far as they relate to anything to be done or complied with by the Insured or anyone acting on his/her behalf shall be a condition precedent to any liability of the **Company** to make any payment under this insurance.
15. The **Company** may at their own expense take proceeding in the name of the Insured to recover compensation from any Third Party in respect of any indemnity provided under this insurance and any

amounts so recovered shall belong to the **Company**. The Insured shall render all such reasonable assistance to the **Company** or the **Assistance Company** as the **Company** may require.

16. This insurance shall be construed and have effect under the Laws of The Republic of India.

EMERGENCY ASSISTANCE

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

Standard Terms and Conditions

1. Incontestability and Duty of Disclosure

The Policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, misdescription or on non-disclosure in any material particular in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by the Insured or any one acting on his behalf to obtain any benefit under this Policy.

2. Reasonable Care

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

3. Observance of terms and conditions

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

4. **Material change**

The Insured shall immediately notify the **Company** by fax and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the Insured items or trade or business practices thereby containing the circumstances that may give rise to the claim and the **Company** may, adjust the scope of cover and / or premium, if necessary, accordingly **And unless so adjusted, any claim arising only out of such, material change shall not be paid.**

5. **Records to be maintained**

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

6. **No constructive Notice**

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

7. **Notice of charge etc.**

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

8. **Special Provisions**

Any special provisions subject to which this Policy has been entered into and endorsed in the Policy or in any separate instrument shall be deemed to be part of this Policy and shall have effect accordingly.

9. **Duties of the Insured on occurrence of loss**

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

notify the Assistance Company immediately and in any case within 48 hours after an actual or a potential loss begins or as soon as reasonably possible (but not later than 30 days after such loss begins)

take all reasonable and proper care to safeguard the covered property

iii) notify the police or other appropriate authority in case of robbery or theft within 24 hours.

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

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

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

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

11. **Right to inspect**

If required by the **Company**, an agent/representative of the **Company** including a loss assessor or a Surveyor appointed in that behalf shall in case of any loss or any circumstances that have given rise to the claim to the Insured be permitted at all reasonable times to examine into the circumstances of such loss. The Insured shall on being required so to do by the **Company** produce all books of accounts, receipts, documents relating to or containing entries relating to the loss or such circumstance in his possession and furnish copies of or extracts from such of them as may be required by the **Company** so far as they relate to such claims or will in any way assist the **Company** to ascertain in the correctness thereof or the liability of the **Company** under the Policy.

12. **Subrogation**

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

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

13. **Contribution**

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

14. **Fraudulent claims**

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

15. **Cancellation/Termination**

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

16. **Renewal condition:** This insurance is non-renewable and not refundable while effective.

17. **Policy Disputes**

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

18. **Arbitration clause**

If any dispute or difference of any nature or kind shall arising out of or relating to this contract of insurance shall be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute/difference, or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

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

19. **Notices**

Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, or facsimile to: Star Health & Allied Insurance **Company** Limited, No 1 New Tank Street Valluvar Kottam, High Road, Nungambakkam ,Chennai 650034.

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

20. Customer Service and Grievances

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

21. Making a Claim

If the Insured needs to make a claim he/she will need to complete a Claim Form as soon as possible after the incident has occurred. The Insured must do this within 30 days of his/her return home.

CLAIM FILING PROCEDURES

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

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

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

Hospital bills, Receipts in Original, Discharge Certificate of **Hospital**(original) Cash Memos from the **Hospital / Chemist (s)** supported by proper prescription clearly showing the diagnosis or ailment, Receipts and Pathological Reports, Certificate from the attending doctor that the patient is fully recovered. Treatment taken on different dates for separate ailments will be treated as separate claims. The claims form should clearly indicate the same and supporting documents should be provided for each one. Deductible will apply for each claim separately.

- For Transporting the Mortal Remains to the Country of Residence or of the costs of burial abroad, an official death certificate and a **physician's** statement giving the cause of death needs to be submitted.

- For reimbursement of extra expenses of Transportation of Insured to the Country of Residence, a medical statement from a qualified & registered **Physician** indicating the cause of **illness** and the necessity of the transportation needs to be submitted. Medical statements from relations or spouses will not be accepted. Original bills/receipts of the expenses incurred need to be submitted also. These would be paid as per the usual and customary charges incurred for the same.

Dental Emergency Assistance

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

Personal Accident Section

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

Loss of Checked-In Baggage

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

Delay of Checked-In Baggage

Original bills of emergency items purchased, and the property Irregularity report or any other such report from the airline stating the date and time of arrival of delayed baggage.

Personal Liability

Details of Incident and proof of judicial decision rendered by a court of law.

Trip Cancellation / Interruption Due To Accidental Bodily Injury, or Death of a Family Member

Any appropriate documentation that officially explains the cause of The Insured's **trip** cancellation or interruption. Any explanation of diagnosis along with The Insured's original itemized bills, receipts, and proof of other insurance payments

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

Loss of Passport

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

TOLL FREE NUMBER AND ADDRESSES OF THE BRANCHES OF THE ASSISTANCE COMPANY