

## Overseas Student Travel Insurance Policy Wordings

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

### Section A: Definitions

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

- 1) Accidental Bodily Injury means physical bodily harm or injury that is visible and is caused by a sudden, unexpected, fortuitous, visible and external event and which requires treatment by a Doctor.
- 2) Age indicates the age of the Insured on his/her most recent birthday i.e. completed age as on the Risk Start Date.
- 3) 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.
- 4) Common Carrier means any mode of public transport whether used for hire and reward or otherwise.
- 5) 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 is not financially liable, or which is without legal recourse to the Insured, or any matter that may be deemed to be uninsurable under Indian Law.
- 6) Deductible means the amount stated in the Schedule, which shall be borne by the Insured in respect of each and every claim, it being agreed that the Insurer's liability to make payment is only in excess of the Deductible.
- 7) Doctor means a qualified medical practitioner holding a valid license issued by the appropriate authority in the jurisdiction within which he operates and acting within the scope of such license, but shall not include any member of the Insured's Family.
- 8) Family means legally married Spouse and/or Parent(s) and/or Children of the Insured.
- 9) Hospital means an institution which:
  - a) is properly licensed under the laws of the Overseas country (in areas where licensing facilities are not available, the institution must be one recognised in the locality as a Hospital and must satisfy b) to d) inclusive below);
  - b) is primarily engaged in providing scientifically recognised and proven diagnostic, medical and surgical facilities and services for the care and treatment of injured or sick persons on an inpatient basis, and is not an institution which is primarily a rest or convalescent facility, a place for custodial care, a facility for the aged or alcoholics or drug addicts or for the treatment of mental disorders;
  - c) employs Doctors and qualified nursing staff who are permanently available on the premises to provide necessary medical care and attention to patients on a 24-hour basis;
  - d) Maintains daily medical records for each of its patients.
- 10) Hospitalization or Hospitalised shall mean the Insured's admission into a Hospital.
- 11) Illness means a condition affecting the general well being and health of the body or an affliction of the bodily organs having a defined and recognised pattern of symptoms that first manifests itself Overseas and which requires treatment by a Doctor. It does not mean any mental illness (a mental or bodily condition marked primarily by sufficient disorganisation of personality, mind, and emotions to seriously impair the normal psychological, social, or work performance of the individual) regardless of its cause or origin.

- 12) 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.
- 13) Injury means bodily injury caused solely and directly by violent, accidental, external and visible means and occurring during the Insured Period.  
For the avoidance of doubt, the definition of Injury does not extend to the non-physical consequences (such as mental, nervous or emotional disorders, depression or anxiety) of any Accident and these are specifically agreed to be excluded for the purposes of this Policy.
- 14) Insured means the person(s) named in the Schedule, their permanent place of residence is in India and they are aged upto 35 at the time of commencing travel Overseas.
- 15) Insurer means the Cholamandalam MS General Insurance Company Limited.
- 16) Limit of Indemnity means the amount stated in the Schedule against each Cover in force, which represents the maximum liability of the Insurer for any and all claims made during the Policy Period [regardless of the number of Insured's or the Insuring Parts under which a claim is advanced] OR [per Insured].
- 17) Market Value means the value at which the property Insured can be replaced with one of same kind, type, age and condition.
- 18) Medical Expenses means medical expenses reasonably necessary at that time to protect life 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 till the Insured's return to India;
  - b) In-patient treatment in a Hospital local to the temporary residence of the Insured or the nearest suitable Hospital;
  - c) Necessary medical and walking 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 recognized emergency services for medical attention at the nearest Hospital or from the nearest available Doctor prior to Hospitalization;
  - f) Costs of being transferred to a special clinic if this is medically necessary and prescribed by a Doctor;
  - g) Medically proven procedures;
  - h) Life saving unforeseen emergency measures, 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.
- 19) Overseas means the Insured's visit to the countries named in the Schedule (excluding India, the Insured'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.
- 20) 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.
- 21) Policy means the proposal, this policy document and the Schedule, which means the schedule attached as the Insurer may amend it from time to time.
- 22) 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 the Cover applies upon crossing the international border of the Republic India, except in case of Personal Accident - Domestic, wherein it applies within the limits of Indian borders only.
- 23) Pre-existing means any Injury or Sickness and/ or related conditions for which the Insured received medical advice or treatment, or to the best of his knowledge and belief was aware existed prior to the Risk Start date.
- 24) Proposer means the Insured and/or the person mentioned in the Proposal Form proposing for the Insured where the age of the Insured is less than 18 years.
- 25) Residence means the place in India where the Insured is living in the normal course and shall be the place, which is specified in the Policy Schedule.

26) Sum Insured means the amount stated in the Schedule against each Cover, which shall be the Insurer's maximum liability for any one claim and in the aggregate for all claims [per Insured] during the Policy Period.

27) 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.

28) 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.

## Section B: Scope of Cover

### Cover 1. Medical Treatment Expenses

If the Insured 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 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:

**Cover 2. Repatriation of Mortal Remains:** If the Insured 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'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.

**Medical Evacuation/Transportation:** If the Insured 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 up to the Limit of Indemnity for:

- i. the transportation of the Insured (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'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's life.

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's life.

- f) Cancer treatment, unless the medical attention is unforeseen, and is necessary to avert a clear and material danger to the Insured's life.
- 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's life or that of the unborn child provided that the Insured 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 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 costs incurred in connection with rest cures or recuperation at a spa or health resort, sanatorium, convalescence home or similar institution.
- n) 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 Proposer and/or the Insured shall immediately:

- a) If the Insured 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 preauthorization 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's immediate Hospitalization so as to avoid a material risk to the Insured's life or health, and as a result the Insured is unable to obtain pre-authorization provided that the Overseas Administrator is given notice of the Insured's Hospitalization as soon as reasonably practicable, and the terms under i) & ii) are complied with as soon as the material risk to the Insured'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 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) furnish all documents 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 becomes aware of the same.

### **Cover 3. Dental Treatment Expenses**

If the Insured is first diagnosed with a dental illness or suffers Accidental Bodily Injury resulting in injury to the teeth while Overseas, which requires immediate medical attention, then the Insurer will indemnify the Insured 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. 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'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's life.

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'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's life.

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

h) Accidental Bodily Injury due to the operation of any aircraft (other than a scheduled flight on which the Insured travels as a fare paying passenger) or parachuting.

i) 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 Proposer and/or the Insured shall immediately:

a) If the Insured suffers Accidental Bodily Injury resulting in injury to the teeth, or is diagnosed with dental 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 Proposer and/or the Insured 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 preauthorization 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's immediate Hospitalization so as to avoid a material risk to the Insured's life or health, and as a result the Insured is unable to obtain pre-authorization provided that the Overseas Administrator is given notice of the Insured's Hospitalization as soon as reasonably practicable, and the terms under i) & ii) are complied with as soon as the material risk to the Insured'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 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/teeth 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) furnish all documents 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 becomes aware of the same.

#### **Cover 4. Total Loss of Checked-In-Baggage**

If the Insured'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.

#### **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 of Benefits
- e) The Insurer's 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 the trip abroad. All halts and via destinations included in this main travel ticket will also be considered for payment under this cover. This cover will not be applicable for any other trips made during the policy period.
- f) The liability of the Insurer to make payment shall not arise until liability is admitted by the airline.
- g) The Insurer's payment to the Insured will be reduced by any sum for which the airline is liable to make payment.
- h) 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, legal documents, 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 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) Additionally, the Insured shall obtain a Property Irregularity Report from the carrier and send it to the Indian Administrator;
- c) furnish all documents mentioned in the Claim Documentation of this policy.

#### **Cover 5. Loss of Passport**

If the Insured loses his passport Overseas, the Insurer will pay the amount up to the Limit of Indemnity towards the Insured's reasonable expenses incurred in obtaining 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 of Benefits
- 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 due to passport left unattended or forgotten by the Insured 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) furnish all documents mentioned in the Claim Documentation of this policy.

#### **Cover 6. Personal Liability**

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

#### **Exclusions**

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

- a) assumed contractually unless the liability would have existed in the absence of the contract, and only to that extent;
- b) between Insured's or the Proposer or companion or any relations traveling with the Insured;
- c) due to the transmission of an Illness by the Insured;
- d) as a keeper of any animal;
- e) arising out of the care, custody, control or ownership of a motor vehicle, aircraft or water craft, except for the Insured's hire of nonpowered craft for water sport.
- f) any claim or damage resulting from professional activities involving the Insured.
- g) any willful, malicious or unlawful act.
- h) any supply of goods or services on the part of the Insured.



- i) Insanity, the use of any alcohol /drugs (except as medically prescribed) or drug addiction.
- j) any ownership or occupation of land or buildings other than the occupation of any temporary residence.
- k) any exclusion mentioned in the General Exclusions of this policy.

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

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

- a) Give immediate written notice to the Insurer of any claim made against the Insured 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 the defense and/ or settlement of any claim and to appoint lawyers to represent the Insured.
- c) Provide such cooperation and assistance as the Insurer may request.
- d) furnish all documents mentioned in the Claim Documentation of this policy.

**Cover 7. Personal Accident - Overseas**

If the Insured 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 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

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

For any disability not listed in the table above, then the Insurer will pay a proportion of the Sum Insured according to the degree to which the Insured’s previously existing normal functional physical capacity has been impaired, which the Insured 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 of Benefits

### Exclusions

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

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

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

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

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

### Cover 8. Personal Accident - Domestic

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

Percentage of Condition	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.
  - 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.
  - The limits under this section are as mentioned in the Schedule of Benefits
  - 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:

- any loss resulting directly or indirectly from, any internal or external Congenital conditions;
- 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;
- 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;
- any loss resulting directly or indirectly from or, contributed or aggravated or prolonged by childbirth or from pregnancy.
- 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;
- 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
- 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) furnish all documents mentioned in the Claim Documentation of this policy.

### **Cover 9. 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 should have 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 the Tuition fees have 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) furnish all documents mentioned in the Claim Documentation of this policy.

### **Cover 10. Sponsor Protection**

The Insurer shall pay the institute (named in the insurance policy) in which the insured student is studying, 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 accidental injury to the Insured's First Named Sponsor as stated in the Enrolment Form resulting in Death due to the accidental injury, 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) furnish all documents mentioned in the Claim Documentation of this policy.

### **Cover 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 seven (7) consecutive days, and his medical condition forbids his repatriation and no adult member of his immediate Family is already 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 (the cost of whichever of the two is lesser), 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 under the benefit of Compassionate visit.

3. In the event Parent(s), spouse / child of the Insured is Hospitalised for more than seven 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 (the cost of whichever of the two is lesser), 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 the benefit of Compassionate visit of 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) furnish all documents mentioned in the Claim Documentation of this policy.

**Cover 12. 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 limit 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.

**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 to be 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/Guardian 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) furnish all documents 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.

#### **Section C: 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'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 detention, 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.
- 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'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, hang 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 semiprofessional sportspersons, unless declared beforehand and necessary applicable premium paid.

#### **Section D: General Conditions (Applicable to all covers under the policy)**

1. 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.

2. 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.

3. 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 date of expiry of the current policy period.

4. 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 and any loading that may be applicable thereon, as deemed necessary by the insurer.

5. Deductible will be applicable for each separate incident reported for claims payment, even though the claim may be registered under the same benefit more than once.

6. Policy is applicable for one-way travel also, including immigration travel with the condition that the maximum duration of coverage will be 30 days.

7. Provision of Information: The Insured shall provide the Insurer with the details of the trip and other information (as may be required by the Insurer from time to time) about the Insured in advance.

8. 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 Administrator 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 contact the administrator 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 issued by relatives or spouses will not be accepted

#### 9. 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.

#### 10. Claim Documentation:

a) The original bills and vouchers must be submitted along with all claims.

b) Medical expenses - 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) Transportation of mortal remains - 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 medical evacuation 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) Loss of Passport - Please attach Copy of new passport, Copy of previous passport (if available), Original bills / invoices of expenses incurred for obtaining a new passport, Copy of FIR / police report.

f) 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

g) 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.

h) Adequate proof of ownership of baggage valued in excess of the Indian Rupee equivalent of \$ 100 for loss / delay of baggage.

i) For personal liability, proof of judicial decision rendered by a court of law.

j) 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.

k) 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.

l) 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.

m) For the Bail Bond benefit, the Insured shall forward a copy of the court order stipulating the amount required as Bail Bond.

n) for the Bail Bond benefit 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.

o) Any other document(s) that the Insurer requires from the Insured to process the claim.

p) 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.

#### 11. Obligations of the Insured:

a) Claims for insurance benefits must be submitted to Overseas Administrator or Indian Administrator or Insurer not later than one (1) month after the completion of the treatment or transportation home, or in the event of death, after transportation of the mortal remains/ burial.

b) The Insured shall provide Overseas Administrator or Indian 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.

c) If requested to do so by Overseas Administrator or Indian Administrator, the Insured is obliged to undergo a medical examination by a Physician designated by Overseas Administrator or Indian Administrator.

d) Overseas Administrator or Indian Administrator is authorized by the Insured to take all measures that are suitable for loss prevention and claim minimisation, which includes the Insured's transportation back to the Republic of India.

e) The Insurer shall be released from any obligation to pay insurance benefits if any of the aforementioned obligations are breached.

#### 12. Transfer and Set-off of Claims:

a) If the Insured has any outstanding claims against third parties, such claims shall be transferred in writing to the Insurer up to the amount for which the Insurer in accordance with the terms makes the reimbursement of costs hereunder.

b) In so far as an Insured receives compensation for costs he/ she has incurred either from third parties liable for Damages or as a result of other legal circumstances, the Insurer shall be entitled to set off this compensation against the insurance benefits payable, if any.

c) Claims to the insurance benefits may be neither encumbered nor transferred/ assigned by the Insured.

13. The Insurer shall not be liable to pay any interest/ penalty for sums paid or payable under this Policy.

14. Geographical Scope: The insurance cover applies to all countries stated in the Policy Schedule, except such country/ies of which the Insured is a citizen or of which the Insured has a permanent resident.

15. In the event of the Insured's death, the Insurer or the Insurer's representatives shall have the right to carry out a post mortem/ autopsy at the Insurer's expense.

### Terms and Conditions

#### 1. Observance of Terms & Conditions

It is a condition precedent to the Insurer's liability that the Proposer and each Insured shall comply in all respects with the terms and conditions of this Policy insofar as they require anything to be done or complied with by the Proposer or any Insured.

#### 2. Due Care

The Proposer and each Insured 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 minimize its financial consequences.

#### 3. 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. Risk Start Date

The Insurance policy will commence from the departure date from India (except Trip Cancellation and Personal Accident - Domestic) as declared on the proposal form and printed on the Policy Schedule provided full premium is paid.

#### 5. Risk End Date

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

#### 6. Renewal Condition

The Insurer shall not be bound to accept any renewal premium nor give notice that such is due. Every renewal premium (which shall be paid and accepted in respect of this Policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured that may result to enhance the risk of the Insurer under the guarantee hereby given. No renewal receipt shall be valid unless it is on the printed form of the Insurer and signed by an authorised official of the Insurer.

#### 7. 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 preauthorized 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:

a) 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;

b) 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:

i) 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;

ii) 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;

iii) 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.

#### 8. Cancellation

a) The Proposer anytime 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.

b) Upon cancellation, and where no claim has been reported under this policy, the Insurer shall be entitled to deduct cancellation charges according to its Cancellation Scale subject to retaining the higher of

i) 25% of the premium or

ii) Rs. 250/- for student travel policy.

c) 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 student travel 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.

#### 9. Notification

a) Save as expressly provided to the contrary in this Policy, any and all notices and declarations for the attention of the Insurer or the Overseas Administrator or Indian Administrator shall be in writing and shall be delivered to the Insurer's or the Overseas Administrator's or Indian Administrator's address as respectively specified in the Schedule.

b) Any and all notices and declarations for the attention of any or all of the Insured shall be in writing and shall be sent to the Proposer's address as specified in the Schedule.

#### 10. Arbitration

a) Any dispute or difference between the Insurer and any Insured or the Proposer 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.

b) It is agreed 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 the Indian Courts.

#### 11. Fraud

If the Insured or any of them shall make or advance any claim knowing the same to be false or fraudulent in amount or otherwise then this Policy shall be void in relation to that Insured, all claims or payments due shall be forfeited and all payments made shall be repaid by that Insured in full by the Insured and/or the Proposer who shall be jointly and severally liable for the same.

#### 12. Subrogation

Each Insured:

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.

#### 13. 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.

#### 14. Contribution

If at the time of any claim there is or, but for the existence of this Policy, would be any other policy of indemnity or insurance in favor of or effected by or on behalf of any Insured applicable to any claim, the Insurer will only be liable to pay its ratable proportion.

#### 15. Misstatement of Age

If the Insured has misstated his age, all amount payable under this policy shall be adjusted to the to the coverage amount that would have been purchased for the premium paid.

In the event the Insured has misstated his age and if according to Insured's correct age, the coverage provided by the policy would not have become effective, or would have creased prior to the acceptance of such premium or premiums, then Insurer's Liability during the policy period shall be limited to the refund, subject to deduction of cancellation charges by the Insurer, upon written request from the Insured, for the period not covered by the policy.

#### 16. Grievances

In case the Insured is aggrieved in any way, the Insured may contact the Insurer at the specified address, during normal business hours.