

TATA AIG GENERAL INSURANCE COMPANY LIMITED
ADDRESS

OVERSEAS TRAVEL ACCIDENT – TRAVEL GUARD
SILVER, GOLD, PLATINUM & ANNUAL MULTI TRIP INSURANCE

TATA AIG General Insurance Company Limited (We, Our or Us) will provide the insurance described in this Policy and any endorsements thereto for the Insured Period as defined in this Policy, to the Insured Persons named in the Policy Schedule and in reliance upon the statements contained in the Proposal and Declaration Form filled and signed by the Insured Person(s), which shall be the basis of this Policy and are deemed to be incorporated herein in return for the payment of the required premium when due and compliance with all applicable provisions of this Policy.

The insurance provided under this Policy is only with respect to such and so many of the benefits as are indicated by a specific amount set opposite in the Policy Schedule or the Schedule of Benefits (refer to Part F. of this Policy).

This Policy will only be in force if the Policy Schedule is signed by a person We have authorized.

Authorized Signatory

Part A: GENERAL DEFINITIONS

We use certain words in this Policy and Policy Schedule, which have a specific meaning and are shown under the heading of General Definitions in the Policy. They have this meaning wherever they appear in the Policy or Policy Schedule and are shown with an initial capital letter. Where the context so permits, 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.

Accident - means a sudden, unforeseen, uncontrollable and unexpected physical event to the Insured Person caused by external, violent and visible means occurring during the Insured Period.

Acquired Immune Deficiency Syndrome - means the meanings assigned to it by the World Health Organization. Acquired Immune Deficiency Syndrome shall include HIV (Human Immune-deficiency Virus), encephalopathy (dementia), HIV Wasting Syndrome, and ARC (AIDS Related Condition).

Act of Terrorism – An act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

Age - means the Age of the Insured Person on his / her most recent birthday as per the English calendar, regardless of the actual time of birth.

Aggregate Limit :- Our maximum liability under the Accidental Death and Dismemberment or the Permanent Total Disability or the Loss of Use benefits of this Policy in the aggregate in respect of all claims by or on behalf of all Insured Persons, shall not exceed the maximum aggregate limit stated in the Schedule, and if at any time the total value of unpaid claims would, if paid, result in this aggregate limit being exceeded, the individual benefits attributable to those outstanding claims shall be reduced pro rata as necessary to ensure that this maximum aggregate limit is not exceeded

Annual Multi Trip Insurance - means a Trip or Trips of not exceeding 30 days duration each, that You undertake during the Insured Period as specified on the Proposal and/or Declaration Form / Policy Schedule.

Assistance Company - in this case AIG Assist .

Common Carrier - means any civilian land or water conveyance or Scheduled Aircraft in each case operated under a valid license for the transportation of passengers for hire.

Day - means a period of 24 consecutive hours.

Disease - means an illness or affliction of the body having a defined and recognized pattern of symptom(s) which causes more than temporary indisposition and which illness or affliction first manifested itself and was contracted during the Trip.

Deductible - means the amount of expenses or the number of Days to be paid or supported by the Insured Person before the Policy benefits become payable.

Eligible Children - means named dependent children including adopted and step children of the Insured Person between Ages six (6) months and eighteen (18) years (twenty three (23) years if attending as a full time student an accredited Institution of Higher Learning) who are unmarried, who permanently reside with the Insured Person, and receive the majority of maintenance and support from the Insured Person.

Eligible Family - means the Insured Person and/or the Insured Person's Spouse and/or, the Insured Person's Children

Franchise - means the amount of expenses or the number of Days to be paid or supported by the Insured Person beyond which the Policy benefits become payable retroactively to the first Day as an Inpatient.

Hospital - means a medically recognized establishment

- (a) that holds a valid license (if required by law) to practise medicine, and
- (b) the primary function of which is to provide for the care and treatment of sick or injured persons, and
- (c) that has a staff of one or more Physicians actually available on the premises at all times, and
- (d) that provides a 24-hour nursing service and has at least one qualified and registered professional nurse present and on duty at all times, and
- (e) that has organised diagnostic and surgical facilities, either on its own premises or in facilities available to the Hospital on a pre-arranged basis, and
- (f) is not, except incidentally to its primary function, a clinic, nursing home, rest home, or convalescent home for the aged, or any similar institution.

Immediate Family Member - - means an Insured Person's legal spouse; children; children-in-law; parents; parents-in-law; legal guardian, ward; step-parents; who reside in India

Injury - means bodily Injury caused solely, independently and directly by Accident (as defined in the Policy) and occurring during the Trip.

Inpatient - means a person: (a) who is confined in a Hospital as a registered bed patient; and (b) for whom at least one Day's room and board is charged by the Hospital.

Insured Journey- means any journey undertaken during the Trip which commences when the passenger boards the aircraft for onward overseas journey and terminates when he disembarks on return to India or the Expiration date whichever is earlier.

Insured Period(s) - means with respect to the Policy, the period commencing with the Effective Date of the Policy and terminating with the Expiration Date of the Policy as stated in the Policy Schedule and any subsequent period for which the Policy may be renewed.

Insured Person - means the Insured Person up to Age 70 who resides permanently in India, or eligible Spouse and/or Eligible Children named in the Policy Schedule as being eligible to become insured under this Policy and for whom an individual Proposal and Declaration Form for insurance has been received and approved by Us.

Land/Sea Arrangements - means pre-paid travel arrangements for a scheduled tour, trip or cruise included within the description of covered Trips on the Proposal and Declaration Form and arranged by a tour operator, travel agent, cruise line or other organization.

Medically Necessary - means services or supplies which: (a) are essential for diagnosis, treatment, or care of the covered loss under the applicable benefit for which it is prescribed or performed; (b) meets generally accepted standards of medical practice; and (c) is ordered by a Physician and performed under his or her care, supervision, or order.

Physician - means a licensed medical practitioner of the healing arts acting within the scope of his license and who holds a degree of a recognized institution and is registered by the Medical Council of the respective country. The attending Physician may not be (a) an Insured Person or (b) Your Immediate Family Member. The term Physician would include surgeon.

Policy - means the insurance contract, the Policy Schedule, and any attached enrollment forms, endorsements, papers or riders.

Policy Schedule - means the Policy Schedule attached to and forming part of the Policy.

Pre-existing Condition - a condition for which care, treatment, or advice was recommended by or received from a Physician or which was first manifested or contracted within two year period preceding the Policy Effective Date of Coverage, or a condition for which hospitalization or surgery was required within a five year period preceding the Policy Effective Date specified in the Schedule.

Proposal and Declaration Form - means the basis of this Policy and is deemed to be attached and which forms a part of this Policy.

Professional Sports - means a sport, which remunerates a player in excess of 50% of his or her income as a means of their livelihood.

Reasonable and Customary Charges - means a charge which: (a) is charged for medical treatment, supplies or medical services that are Medically Necessary to treat Your condition; (b) does not exceed the usual level of charges for similar medical treatment, supplies or medical services in the locality where the expense is incurred; and (c) does not include charges that would not have been made if no insurance existed.

Scheduled Airline - means any civilian aircraft operated by a civilian scheduled air carrier holding a certificate, license or similar authorization for civilian scheduled air carrier transport issued by the country of the aircraft's registry, and which in accordance therewith flies, maintains and publishes tariffs for regular passenger service between named cities at regular and specified times, on regular or chartered flights operated by such carrier.

Serious Injury or Sickness - means Injury or Sickness certified as being dangerous to life by a legally qualified Physician.

Sickness - means illness first manifested and contracted during the Trip and commencing after the Effective Date of the Policy Schedule.

Single Trip Insurance - means the Trip specified on the Proposal and Declaration Form and Policy Schedule for which the Effective Date and Expiration Date are specified on the Proposal and Declaration Form and Policy Schedule.

Sound Natural Teeth - means natural teeth that either are unaltered or are fully restored to their normal function and are Disease-free, have no decay and are not more susceptible to Injury than unaltered natural teeth.

Spouse - means Your legal husband or wife, who is between the Ages of 18 and 70 years old, and is living in Your residence.

Traveling Companion - means up to two (2) named person(s) who is/are booked to accompany You on the Trip.

Trip - means any Insured Journey during the Insured Period:

- which starts and finishes in India and involves a destination(s) outside India; which lasts or is expected to last for: 180 Days or less if covered under Single Trip Insurance; or 30/ 45 Days or less per Trip, if covered under Annual Multi Trip Insurance.

Usual and Customary charges - means a reasonable charge which is : 1) usual and customary when compared with the charges made for similar services and supplies; and 2) made to persons having similar medical conditions in the locality of the Provider. No payment will be made under this policy for any expenses incurred which in the judgement of the Company are in excess of Usual and Customary Charges.

War - means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

We, Us, Our - means TATA AIG General Insurance Company Limited.

You/Your/Yourself - means the Insured Person(s) who is named in the Policy Schedule.

Part B: GENERAL EXCLUSIONS

This entire Policy does not provide benefits for any loss resulting in whole or in part from, or expenses incurred, directly or indirectly in respect of:

1. where the Insured Person is travelling against the advice of a Physician; or receiving or on a waiting list for receiving specified medical treatment; or is travelling for the purpose of obtaining treatment; or has received a terminal prognosis for a medical condition; or
2. any Pre-existing Condition or any complication arising from it; or
3. suicide, attempted suicide (whether sane or insane) or intentionally self-inflicted Injury or Illness, or sexually transmitted conditions, mental or nervous disorder, anxiety, stress or depression, Acquired Immune Deficiency Syndrome (AIDS), Human Immune deficiency Virus (HIV) infection; or
4. serving in any branch of the Military or Armed Forces of any country, whether in peace or War, and in such an event We, upon written notification by You, shall return the pro rata premium for any such period of service during the Trip; or
5. being under the influence of drugs, alcohol, or other intoxicants or hallucinogens unless properly prescribed by a Physician and taken as prescribed; or
6. participation in an actual or attempted felony, riot, crime, misdemeanor, or civil commotion; or
7. operating or learning to operate any aircraft, or performing duties as a member of the crew on any aircraft or Scheduled Airline; or
8. any loss arising out of War, civil war, invasion, insurrection, revolution, act of foreign enemy, hostilities (whether War be declared or not), rebellion, mutiny, use of military power or usurpation of government or military power; or
9. any loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

The warranty also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism.

If the Company alleges that by reason of this Exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

10. any loss arising out of the intentional use of military force to intercept, prevent, or mitigate any known or suspected Act of Terrorism; or
11. the use, release or escape of nuclear materials that directly or indirectly results in nuclear reaction or radiation or radioactive contamination; The dispersal or application of pathogenic or poisonous biological or chemical materials; The release of pathogenic or poisonous biological or chemical materials, (However, the above only applies if 50 or more persons sustain death within 90 Days of the date of the incident) or
12. the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of that equipment; or
13. performance of manual work for employment or any other hazardous occupation, self exposure to needless peril (except in an attempt to save human life); or
14. congenital anomalies or any complications or conditions arising therefrom; or
15. participation in winter sports, skydiving/parachuting, hang gliding, bungee jumping, scuba diving, mountain climbing (where ropes or guides are customarily used), riding or driving in races or rallies using a motorized vehicle or bicycle, caving or pot-holing, hunting or equestrian activities, skin diving or other underwater activity, rafting or canoeing involving white water rapids, yachting or boating outside coastal waters (2 miles), participation in any Professional Sports, any bodily contact sport or any other hazardous or potentially dangerous sport for which You are untrained
16. the Insured Person riding on a motorcycle or any other two wheeled motorized mode of conveyance as driver or as passenger.
17. any loss resulting directly or indirectly, contributed or aggravated or prolonged by childbirth or from pregnancy, or
- 18 for any loss of which a contributing cause was Your actual or attempted commission of, or willful participation in, an illegal act or any violation or attempted violation of the law or Your resistance to arrest;
- 19 This policy will not cover any loss, injury, damage or legal liability arising directly or indirectly from: Travel in, to, or through Afghanistan, Cuba or Democratic Republic of Congo.
- 20 This policy will not cover any loss, injury, damage or legal liability sustained directly or indirectly by: Any terrorist or member of a terrorist organization, narcotics trafficker, or purveyor of nuclear, chemical or biological weapons

POSTPONEMENT OF EFFECTIVE DATE

No insurance provided by this Policy shall become effective if You are Hospital confined or disabled, meaning unable to perform the usual and customary daily duties or activities of a

person of like age and sex. The coverage will take effect seven (7) days after such Hospital confinement or disability terminates subject to the Pre-existing Condition exclusion.

Part C: UNIFORM PROVISIONS

1. ENTIRE CONTRACT - CHANGES: This Policy, together with the Proposal and Declaration Form, as well as any forms, riders and endorsements and papers hereto, constitutes the entire contract of insurance.

No change in this Policy shall be valid until approved by Our authorised officer and such approval is endorsed hereon. No agent has authority to change this Policy or to waive any of the provisions of this Policy.

2. EFFECTIVE DATE:

- (i) **Single Trip Insurance:** Your Policy will start on the Effective Date specified on the Policy Schedule provided it is countersigned by Us and the total premium has been paid.
- (ii) **Annual Multi Trip Insurance:** Your Policy will start on the latest of the Effective Date specified on the Policy Schedule, or the commencement of a Trip and the total premium has been paid.

3. RENEWAL CONDITIONS: This Policy will terminate at the expiration of the period for which premium has been paid or on the Expiration Date shown in the Proposal and Declaration Form and Schedule, whichever is earlier.

The Single Trip Insurance is non-renewable, not cancelable and not refundable while effective. Cancellation of the Policy may be done only prior to the Effective Date stated in the Policy Schedule and will be subject to deduction of cancellation charge by Us.

The Annual Multi Trip Insurance may be renewed with Our consent by the payment in advance of the total premium specified by Us, which premium shall be at Our premium rate in force at the time of renewal. We, however, are not bound to give notice that it is due for renewal. Unless renewed as herein provided, this Policy shall terminate at the expiration of the period for which premium has been paid.

4. EXPIRATION DATE:

- (i) **Single Trip Insurance:** Your Policy will terminate on the last day for which premium has been paid or on return to India or **180** days from the date of commencement of the Insured Journey, whichever is earlier..

(ii) Annual Multi Trip Insurance: This Policy will terminate on the Expiration Date shown in the Proposal and Declaration Form / Policy Schedule for which the premium has been paid.

However, The Insured Person's coverage under this Policy ends on the earliest of :

- 1) the Policy Expiration date as stated above; or
- 2) the Policy is terminated; or
- 3) the date the Insured Person requests, in writing, that his or her coverage be terminated; or
- 4) Termination of the Insured Journey.

In case of individual journey during the Insured Period, it shall expire 30 days or less, from the commencement of each Insured Journey.

However We may cancel this Policy at any time by giving you a 7 Days notice delivered to You, or mailed to Your last address as shown by Our records, stating when such cancellation shall be effective. In the event of cancellation, We will return promptly the pro-rata unearned portion of any premium You have actually paid. Such cancellation shall be without prejudice to any claim originating prior thereto. If you cancel the Policy, the earned premium shall be computed in accordance with Our short rate table for the period the Policy has been in force, provided no claim has occurred up to the date of cancellation in which case the whole premium shall be fully earned and no return of premium will be made.

5. TERRITORY: This Policy applies to incidents anywhere in the world outside India unless limited by Us through endorsement.

6. CONTRIBUTION: If at the time of a claim there is another insurance Policy or other contract in Your or the Insured Person's name which covers the Insured Person for the same expense or loss, We will only pay Our proportionate share of the loss. Our Proportionate share will be calculated by determining the percentage Our Policy maximum bears to the total amount of insurance in force as to the loss. This does not apply to, Accidental Death and Dismemberment, and Permanent Total Disability which We will pay in full if available under this Policy.

7. CONCEALMENT OR FRAUD: The entire Policy will be void if, whether before or after a loss, You have, related to this insurance,

- (a) intentionally or recklessly or otherwise concealed or misrepresented or not disclosed, what we consider to be any material fact or circumstance;
- (b) engaged in what we consider to be fraudulent, dishonest or deceitful conduct; or
- (c) made false statements.

8. NOTICE OF CLAIM/LOSS: It is a condition precedent to Our liability hereunder that written notice of claim must be given by You to Us within 7 days after an actual or potential loss begins or as soon as reasonably possible and in any event no later than 30 Days after an actual or potential loss begins. If Your property covered under this Policy is lost or damaged, You must:

- (a) notify us as soon as possible;
- (b) take immediate steps to protect, save and/or recover the covered property;

- (c) give immediate notice to the carrier or bailee who is or may be liable for the loss or damage;
- (d) notify the police or other appropriate authority in the case of robbery or theft within 24 hours.

9. CLAIM FORMS: We, upon receipt of a notice of claim, will furnish You with such forms as We may require for filing proofs of loss.

10. TIME FOR FILING CLAIM FORMS AND EVIDENCE: Completed claim forms and written evidence of loss must be furnished to Us within thirty (30) Days after the date of such loss. Failure to furnish such evidence within the time required shall not invalidate nor reduce any claim if You can satisfy us that it was not reasonably possible for You to give proof within such time. However, no proof will be accepted if furnished later than one (1) year from the time the loss occurred.

You shall obtain and furnish Us with all original bills, receipts and any other documentation upon which a claim is based at your cost and shall also give Us in a timely fashion such additional documentation, information and assistance as We may require in dealing with the claim.

11. TIME OF PAYMENT OF CLAIM: Benefits payable under this Policy will be paid within a reasonable time upon receipt of due written evidence of such loss and any other documentation, information and assistance that We may request You pursuant to Uniform Provision 10 above. Subject to due written evidence of loss all accrued benefits for loss for which this Policy provides periodic payment will be paid monthly and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.

12. PAYMENT OF CLAIM: All claims under this Policy that are payable to the You shall be paid in Indian currency.

13. ARBITRATION: If any dispute or difference shall arise as to the quantum to be paid under this Policy, (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole Arbitrator, to be appointed in writing by the parties to 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 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 and arbitration shall be conducted under and in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

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.

14. ASSIGNMENT OF INDEMNITIES: Indemnity, if any, in case of Your loss of life is payable to the assignee named in the Proposal and Declaration Form provided such assignee survives you ; otherwise, indemnity is payable to Your estate. All other indemnities of this Policy are payable to You. Any payment We make in good faith pursuant to this provision shall fully discharge Us to the extent of the payment.

15. CONSENT OF ASSIGNEE: Consent of the assignee, if any, shall not be a pre-requisite for any change of assignee or to any other changes in this Policy.

16. CHANGE OF ASSIGNEE: No change of assignee under this Policy shall bind Us, unless consent thereto is formally endorsed thereon by Our authorized officer.

17. MEDICAL EXAMINATION: We, at Our own expense, shall have the right and opportunity to examine You through Our appointed agents whose details will be notified to You when and as often as We may reasonably require during the pendency of a claim hereunder, and also the right and opportunity to obtain a post mortem examination report of Your body as permitted by law. Your or Your estate's compliance with the need for such examination report is a condition precedent to establishing liability under the Policy.

18. LEGAL ACTIONS: Without prejudice to Uniform Provision 13 above, no action at law or in equity shall be brought to recover on this Policy prior to the expiration of sixty (60) Days after written evidence has been furnished in accordance with the requirements of this Policy. If no evidence has been furnished within one (1) year of the date upon which it should have been furnished then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this Policy.

If We disclaim liability to You or any Insured Person for any claim, and if You do not notify Us in writing within one (1) year from the date of receipt of the notice of such disclaimer that You do not accept such disclaimer and intend to recover this claim from Us, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this Policy.

19. MISSTATEMENT OF AGE: If Your Age has been misstated, all amounts payable under this Policy shall be adjusted to the coverage amount that would have been purchased for the premium paid. In the event Your Age has been misstated, and if according to Your correct Age, the coverage provided by the Policy would not have become effective, or would have ceased prior to the acceptance of such premium or premiums, then Our liability during the period You are not eligible for coverage, shall be limited to the refund, upon written request, of all premiums paid for the period not covered by the Policy.

20. COMPLIANCE WITH POLICY PROVISIONS: Failure to comply with any of the provisions contained in this Policy shall invalidate all claims hereunder.

21. EXCESS PROVISION: The plan benefits as shown in the Policy Schedule or the Schedule of Benefits (refer to Part F. of this Policy) are payable for covered expenses, not covered and payable by any other plan providing medical expense benefits. If there is no other valid and collectible benefits available from any other source, this plan will pay the covered expenses up to the limits or sub-limits of the policy.

22. LIMITATIONS: If an Insured Person incurs a covered Accident or an Injury, for which benefits are payable under the same Policy issued by Us, the maximum amount payable under all such Policies combined will not exceed the amount payable under the Policy which pays the largest benefit. If benefits are determined on a daily or weekly basis, 'the largest benefit' as used herein will mean the largest Daily/ weekly Benefit.

23. INTEREST ON THE BENEFIT WE PAY: We will not pay any interest on any benefit We pay, unless provided elsewhere as per the Insurance act.

24. OTHER INTEREST: Your personal representatives cannot claim from or sue Us. If more than one person or company has an interest in You, We will pay a benefit only once.

25. REASONABLE CARE AND ASSISTANCE: You and each Insured Person must take all reasonable steps to avoid or reduce, as far as possible, any loss or damage. You and they must also make every effort to get back any property which has been lost.

In addition, You and each Insured Person must assist Us in any manner We may reasonably require in relation to the investigation or settlement of a claim or the preservation or enforcement of any rights of subrogation to which we may be entitled.

26. SETTLEMENT OF LOSS: Claims for damage and/or destruction shall be paid within a reasonable time when proof of the damage and/or destruction is presented to us. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. You must present acceptable proof of loss and the value involved to us.

27. VALUATION: We will not pay more than the actual cash value of the property at the time of loss. Damage will be estimated according to actual cash value with proper deduction for depreciation. At no time will payment exceed what it would cost to repair or replace the property with material of like kind and quality.

28. SUBROGATION: In the event of any payment under this Policy, We shall be subrogated to all Your rights of recovery thereof against any person or organization and You shall execute and deliver instruments and papers to Us and do whatever else is necessary to secure such rights and provide whatever assistance We might reasonably require of You in the pursuance of Our subrogation rights. You shall take no action after the loss to prejudice such rights.

29. DISPUTE RESOLUTION CLAUSE AND PROCEDURE: This contract of insurance includes the following dispute resolution procedure which is exclusive and a material part of this Policy:

- (a) Nature of Coverage: This Policy is not a general health insurance policy. Coverage for medical expenses in Part D: Coverage of this Policy is intended for Your use in the event of a sudden and unexpected Sickness or Accident arising when You are outside the Republic of India.
- (b) Pre-existing Exclusion: This Policy is not designed to provide an indemnity in respect of medical services, the need for which arises out of a Pre-existing Condition.
- (c) Prior Consultation: Any medical services or series of services with a cost greater than \$ 1, shall not be covered by this Policy unless You consult with the Assistance Company in the manner set out in the conditions of this Policy.
- (d) Choice of Law: This Policy will be governed by the law of the Republic of India. Any disputes will be dealt with as provided for by Uniform Provision 13, above and otherwise by the Indian courts.

30. CONSIDERATION: This policy is issued in consideration of the premium being paid in advance. No receipt for premium shall be valid except on Our official form.

31. COMPLIANCE WITH POLICY PROVISIONS: Failure to comply with any of the provisions contained in this policy shall invalidate all claims hereunder

Part D: COVERAGE

Section : ACCIDENTAL DEATH AND DISMEMBERMENT

(Including Loss of Sight or Hearing)

We will pay a percentage of the Principal Sum shown in the Policy Schedule or the Schedule of Benefit (refer to Part F. of this Policy) if Injury to You under the circumstances described in the Hazard (H-3) during an Insured Journey while this Policy is in effect results in one of the losses shown in the Table of Losses below. The loss must occur within 365 Days from the date of the Accident which caused Injury.

If more than one loss results from any one Accident, only one amount, the largest, will be paid.

Table of Losses

Loss of:	% of Principal Sum
Life	100%
Both Hands or Both Feet	100%
Sight of Both Eyes	100%
One Hand and One Foot	100%
Either Hand or Foot and Sight of One Eye	100%
Speech and Hearing in Both Ears.....	100%
Either Hand or Foot	50%
Sight of One Eye	50%
Speech	50%
Hearing in Both Ears	50%
Thumb and Index Finger of Same Hand	25%
Quadriplegia	100%
Paraplegia	50%
Hemiplegia ...	50%
Uniplegia ...	25%

“Loss” with regard to:

1. hand or foot means actual severance through or above the wrist or ankle joints respectively;
2. eye means entire and irrecoverable loss of sight;
3. thumb and index finger means actual severance through or above the joint that meets the hand at the palm;
4. speech or hearing means entire and irrecoverable loss of speech or hearing of both ears;
5. Quadriplegia means the complete and irreversible paralysis of both upper and both lower limbs. Paraplegia means the complete and irreversible paralysis of both lower limbs. Hemiplegia means the complete and irreversible paralysis of upper and lower limbs of the same side of the body. Uniplegia means the complete and irreversible paralysis of one Limb. Limb: means entire arm or leg.

Limitation

With regard to the Accidental Death of a named Insured Person Age Seventeen (17) or below, the maximum Principal Sum payable is 10% of the principal sum insured.

Exposure

For the purposes of the Accidental Death and Dismemberment benefits above, a loss resulting from You being unavoidably exposed to the elements due to an Accident occurring during the Trip will be payable as if resulting from an Injury. Loss must occur within 365 Days of the date of the Accident.

Disappearance

We will pay the benefit for Loss of Life if while on a Trip Your body cannot be located within 365 Days after the forced landing, stranding, sinking or wrecking of a conveyance in which You were a passenger or as a result of any Acts of God, in which case it shall be deemed, subject to all other terms and provisions of the Policy, that You shall have suffered loss of life within the meaning of the Policy

Exclusions:

In addition to the General Exclusions listed in this Policy this coverage section shall not cover:

1. loss caused directly or indirectly, wholly or partly by:
 - a. infections (except pyogenic infections which shall occur through an Accidental cut or wound) or any other kind of Disease;
 - b. medical or surgical treatment except as may be necessary solely as a result of Injury;
2. any Injury which shall result in hernia.

Part D: COVERAGE

Section: ACCIDENTAL DEATH AND DISMEMBERMENT (Common Carrier)

(Including Loss of Sight or Hearing)

We will pay a percentage of the Principal Sum shown in the Policy Schedule or the Schedule of Benefits (refer to Part F. of this Policy) if Injury to You under the circumstances described in the Hazard(H-6) during an Insured Journey while this Policy is in effect results in one of the losses shown in the Table of Losses below. Injury must occur while You are riding as a passenger in or on, boarding or alighting from, a Common Carrier. The loss must occur within 365 Days, from the date of the Accident which caused Injury.

If more than one loss results from any one Accident, only one amount, the largest, will be paid.

Table of Losses

Loss of:	% of Principal Sum
Life	100%
Both Hands or Both Feet	100%
Sight of Both Eyes	100%
One Hand and One Foot	100%
Either Hand or Foot and Sight of One Eye	100%
Speech and Hearing in Both Ears.....	100%
Either Hand or Foot	50%
Sight of One Eye	50%
Speech	50%
Hearing in Both Ears	50%

Thumb and Index Finger of Same Hand	25%
Quadriplegia	100%
Paraplegia	50 %
Hemiplegia	50%
Uniplegia	25%

“Loss” with regard to:

1. hand or foot means actual severance through or above the wrist or ankle joints respectively;
2. eye means entire and irrecoverable loss of sight;
3. thumb and index finger means actual severance through or above the joint that meets the hand at the palm;
4. speech or hearing means entire and irrecoverable loss of speech or hearing of both ears;
5. Quadriplegia means the complete and irreversible paralysis of both upper and both lower limbs. Paraplegia means the complete and irreversible paralysis of both lower limbs. Hemiplegia means the complete and irreversible paralysis of upper and lower limbs of the same side of the body. Uniplegia means the complete and irreversible paralysis of one Limb. Limb: means entire arm or leg.

Limitation

With regard to the Accidental Death of a named Insured Person Age seventeen (17) or below, the maximum Principal Sum payable is 10% of the principal sum insured.

Exposure

For the purposes of the Accidental Death and Dismemberment benefits above, a loss resulting from You being unavoidably exposed to the elements due to an Accident occurring while You are riding as a passenger in or on, boarding or alighting from, a Common Carrier during the Trip, will be payable as if resulting from an Injury. Loss must occur within 365 Days of the date of the Accident.

Disappearance

We will pay the benefit for Loss of Life while on Trip if Your body cannot be located within 365 Days after the forced landing, stranding, sinking or wrecking of a conveyance in which You were a passenger or as a result of any Acts of God, in which case it shall be deemed, subject to all other terms and provisions of the Policy, that You shall have suffered loss of life within the meaning of the Policy

Exclusions:

In addition the General Exclusions listed in this Policy this coverage section shall not cover:

1. loss caused directly or indirectly, wholly or partly by:
 - a. infections (except pyogenic infections which shall occur through an Accidental cut or wound) or any other kind of Disease;
 - b. medical or surgical treatment except as may be necessary solely as a result of Injury;
2. any Injury which shall result in hernia.

Part D: COVERAGE

Section: ACCIDENT & SICKNESS MEDICAL EXPENSE

We will pay the Usual and Customary Charges, subject to the Deductible shown in the Policy Schedule or the Schedule of Benefits (refer to Part F. of this Policy), for Covered Medical Expenses incurred overseas by You which are not due to a Pre-existing Condition up to the maximum stated in the Policy Schedule or the Schedule of Benefits (refer to Part F. of this Policy), for the treatment of an Injury or Sickness sustained by You under the circumstances described in the Hazard(H-3) during an Insured Journey while this Policy is in effect while this Policy is in effect. Any medical services or series of services with a cost greater than \$ US 1 shall not be covered by this Policy unless You consult with the Assistance Company and the cost for such services are authorized in advance by the Assistance Company.

Limitations

In no event will benefits continue to be provided by Us for any Covered Medical Expenses incurred after the Expiration Date of the Policy or Your return to India whichever is earlier. No benefits are payable for outpatient Covered Medical Expenses incurred after the Expiration date of the Policy.

However if, You are still confined in a Hospital overseas after the Expiration Date of the Policy, and Emergency Medical Evacuation is not appropriate or recommended by the Assistance Company, and continued treatment overseas as an Inpatient in a Hospital is Medically Necessary, we will continue to provide the benefits for Covered Medical Expenses incurred to the earlier of your Hospital Discharge or 60 Days after the Expiration Date of the Policy.

Definition:

Covered Medical Expenses - means reasonable charges which are: 1) not in excess of Usual and Customary Charges; 2) not in excess of the maximum benefit amount payable per service as specified in the Policy Schedule or in the Schedule of Benefits; 3) made for services and supplies not excluded under the policy; 4) made for services and supplies which are a Medical Necessity; 5) made for services included in the Policy Schedule or in Schedule of Benefits; and 6) in excess of the amount stated as a deductible, if any. Covered medical expenses will be deemed "incurred" only: 1) when the covered services are provided; and 2) when a charge is made to the Insured Person for such services.

Hospital Confined/Hospital Confinement - means confined in a Hospital for at least 24 hours by reason of an Injury or Sickness for which benefits are payable.

Intensive Care Unit - means

- 1) a specifically designated facility of the Hospital that provides the highest level of medical care; and

2) which is restricted to those patients who are critically ill or injured.

Such facility must be separate and a part from the surgical recovery room and from rooms, beds and wards customarily used for patient confinement.

Medical Emergency - means the occurrence of a sudden, serious and unexpected Sickness or Injury. In the absence of immediate medical attention, a reasonable person could believe this condition would result in:

- 1) Death;
- 2) Permanent placement of the Insured's health in jeopardy;
- 3) Serious impairment of bodily functions; or
- 4) Serious and permanent dysfunction of any body organ or part.

Expenses incurred for "Medical Emergency" will be paid only for Sickness or Injury which fulfills the above conditions. These expenses will not be paid for minor injuries or minor sicknesses.

Medical Necessity - means those services or supplies provided or prescribed by a Hospital or physician which are:

- 1) Essential for the symptoms and diagnosis or treatment of the Sickness or Injury;
- 2) Provided for the diagnosis, or the direct care and treatment of the Sickness or Injury;
- 3) In accordance with the standards of good medical practice;
- 4) Not primarily for the convenience of the Insured, or the Insured's Physician; and
- 5) The most appropriate supply or level of service which can safely be provided to the Insured.

The Medical Necessity of being Hospital Confined means that: 1) the Insured requires acute care as a bed patient; and 2) the Insured cannot receive safe and adequate care as an outpatient. This policy only provides payment for services, procedures and supplies which in the judgement of the Company are a Medical Necessity. No benefits will be paid for expenses which are determined not to be a Medical necessity, including any or all days of Hospital Confinement.

Physiotherapy - means any form of the following: physical or mechanical therapy; diathermy; ultra-sonic therapy; heat treatment in any form; manipulation or massage administered by a physician

Surgery -.Treatment of bodily injuries/illness/disorders/deformities/defects by Incisions or Shockwaves or Lasers , including therapeutic Endoscopic procedures requiring the professional services of a qualified surgeon and the use of an Operation Theatre for repair of injuries/diagnosiss and /or cure of diseases and /or relief of suffering and /or prolongation of life.

Hospital Room and Board Expenses - 1)daily semi-private room rate when Hospital confined; and 2) general nursing care provided and charged for by the Hospital.

Hospital Miscellaneous Expenses - 1) while hospital confined; or 2) for pre-admission expenses for being Hospital Confined. Benefits will be paid for services and supplies such as: the cost of the operating room; laboratory tests; x-ray examination; anesthesia; drugs (excluding take home drugs) or medicines; therapeutic services; and supplies.

Surgical Treatment – Physician/ Surgeon’s fees for Inpatient surgery.

Anesthetist Services – in connection with inpatient surgery.

Physician’s Visits - when Hospital Confined. Benefits are limited to one physician’s visit per day. Benefits do not apply when related to surgery.

Diagnostic and Pre-admission Testing - limited to routine tests such as: complete blood count; urinalysis; and chest x-ray. If otherwise payable under this policy, major diagnostic procedures such as: cat-scans; NMR’s; and blood chemistries will be paid under the “Hospital Miscellaneous Expenses” benefit.

Ambulance Service – medical transportation fees and services.

Exclusions:

In addition to the General Exclusions listed in this Policy this coverage section shall not cover:

1. services, supplies, or treatment, including any period of Hospital confinement, which were not recommended, approved, and certified as Medically Necessary by a Physician; or
2. routine physicals or other examinations where there are no objective indications or impairment in normal health, and laboratory diagnostic or X-ray examinations except in the course of a disability established by the prior call or attendance of a Physician; or
3. elective, cosmetic, or plastic surgery, except as a result of an Injury caused by a covered Accident while Our Policy is in force; or
4. dental care, except as a result of Injury caused by Accident to Sound Natural Teeth while this Policy is in effect; or
5. expenses incurred in connection with weak, strained, or flat feet, corns, calluses, or toenails; or
6. the diagnosis and treatment of acne; or
7. deviated septum, including sub mucous resection and/or other surgical correction thereof; or
8. organ transplants that are considered experimental in nature; or
9. well child care including exams and immunizations; or
10. expenses which are not exclusively medical in nature; or

11. any expenses incurred in India unless authorized and approved by Us in advance; or
12. eyeglasses, contact lenses, hearing aids, and examination for the prescription or fitting thereof, unless Injury or Sickness has caused impairment of vision or hearing; or
13. treatment provided in a government Hospital or services for which no charge is normally made; or
14. mental, nervous, or emotional disorders or rest cures; or
15. pregnancy and all related conditions, including services and supplies related to the diagnosis or treatment of infertility or other problems related to inability to conceive a child; birth control, including surgical procedures and devices; or
16. medical expenses covered under any workers' compensation or similar policy; or
17. medical expenses incurred as the result of alcohol and/or drug abuse, addiction or overdose.

Part D. COVERAGE

Section: ASSISTANCE

Assistance Company will provide the following services as described below.

Medical Assistance - As soon as the Assistance Company is notified of a medical emergency resulting from Your Accident or Sickness, the Assistance Company will contact the medical facility or location where You are located and confer with the Physician at that location to determine the best course of action to be taken. If possible and if appropriate, Your family Physician will be contacted to help arrive at a decision as to the best course of action to be taken. The Assistance Company will then organize a response to the medical emergency, doing whatever is appropriate, including, but not limited to, recommending or securing the availability of services of a local Physician and arranging Hospital confinement of You where, in its discretion, deems such confinement appropriate.

Medical Evacuation - When, in the opinion of the Assistance Company's medical panel, it is judged medically appropriate to move You to another location for treatment or return You to India, the Assistance Company will arrange the evacuation, utilizing the means best suited to do so, based on the medical evaluation of the seriousness of Your condition, and these means may include air ambulance, surface ambulance, regular airplane, railroad or other appropriate means. All decisions as to the means of transportation and final destination will be made by the Assistance Company.

Repatriation - the Assistance Company agrees to make the necessary arrangements for the return of Your remains to India in the event You die while this service agreement is in effect as to You.

Legal Assistance - If You are arrested or are in danger of being arrested as the result of any non-criminal action resulting from responsibilities attributed to You, Assistance Company will, if required, provide You with the name of an attorney who can represent You in any necessary legal matters.

Lost Luggage or Lost Passport - If You, outside India, notify the Assistance Company that Your luggage or passport has been lost, the Assistance Company will endeavor to assist You by contacting the appropriate authorities involved and providing direction for replacement.

General Assistance - the Assistance Company will serve as a central point for translation and communication for You during emergencies. The Assistance Company agrees to provide to You advice on contacting and using services available from consulates, government agencies, translators and other service providers that can help with travel problems. In addition, the Assistance Company will provide insurance coordination, verifying coverage of You, guaranteeing payment to the medical provider, based on confirmation of benefits, a charge to credit card(s) and coordinating the payments, documentation and translation to ease claim filing when You return to India.

Pre-Departure Services - prior to Your departure, upon request the Assistance Company will provide hazard information about foreign locations, information about immunization requirements and passport or visa requirements, general information about weather and State Department and private service warnings about travel to certain locations. The Assistance Company will also arrange for special medical care en-route (i.e. dialysis, wheelchairs, etc.). Subject to receiving reasonable notice of this request.

Emergency Travel Agency - the Assistance Company agrees to provide You with 24 hour travel agency service for airline and hotel reservations. The Assistance Company will also arrange payment for Your airline tickets and other travel services, using Your credit cards. Prepaid ticket pickup at airline counters or ticket delivery by mail or courier will also be arranged by the Assistance Company for You.

Emergency Cash Transfers and Advances - the Assistance Company will arrange for cash payments to You through a variety of sources, including credit cards, hotels, banks, consulates and Western Union. The Assistance Company provides this service to supplement the facilities of Your credit cards. Credit card transactions performed by the Assistance Company are subject to confirmed credit.

Disclaimer of Liability

In all cases of Assistance rendered under this policy, The Company/ The Assistance Company assumes no liability/ responsibility whatsoever, in the event, the insured chooses to avail such facility/recommendations.. The Assistance Company assumes no responsibility for any medical advice or legal counsel given by the medical professional or attorney. You shall not have any

recourse to the Assistance Company by reason of its suggestion of a medical professional or attorney or due to any legal or other determination resulting therefrom.

You are responsible for the cost of services arranged by the Assistance Company on behalf of You or a covered Immediate Family Member. The Assistance Company will access this Policy and/or other insurance Policy benefits to which You may be entitled, and/or Your credit cards or other forms of financial guarantees provided by you, in order to facilitate payment for such services.

Part D. COVERAGE:

Section: BAGGAGE DELAY

We will reimburse You for the expense of necessary personal effects, up to the maximum stated in the Policy Schedule or the Schedule of Benefits (refer to Part F. of this Policy), if Your Checked Baggage is delayed or misdirected by a Common Carrier for more than the Deductible shown on the Policy Schedule or the Schedule of Benefits (refer to Part F. of this Policy) from the time You arrive at the destination stated on Your ticket.

You must be a ticketed passenger on a Common Carrier. Additionally, all claims must be verified by the Common Carrier who must certify the delay or misdirection.

Definition:

Checked Baggage - means a piece of baggage which was checked in and in the custody of a Common Carrier and for which a claim check has been issued to You by a Common Carrier.

Limitation:

If upon further investigation it is later determined that Your baggage checked with the Common Carrier has been lost, any amount claimed and paid to You under the Baggage Delay Policy Section will be deducted from any payment due You under the Common Carrier Baggage Loss or Baggage/Personal Effects Policy Sections as applicable.

Exclusion:

In addition to the General Exclusions listed in this Policy this coverage section shall not cover any Baggage Delay incurred in the Republic of India.

Part D. COVERAGE:

Section: BAGGAGE LOSS (Common Carrier)

We will pay benefits, in the case of permanent loss of an entire piece of Checked Baggage, held in the care, custody and control of a Common Carrier, due to theft or due to misdirection by a Common Carrier or due to non-delivery at its destination while You are a ticketed passenger on the Common Carrier under the circumstances described in a Hazard during the course of an

Insured Journey. Benefits will only be payable in case of the loss of an entire piece of checked baggage, and not for damage to the luggage or partial loss of its contents.

We will reimburse You, subject to the Deductible and up to the maximum shown in the Policy Schedule or the Schedule of Benefits (refer to Part F. of this Policy), for the cost of replacement of the entire baggage and its contents. All claims must be verified by the Common Carrier.

The maximum amount to be reimbursed per bag is 50%, and the maximum value per article contained in any bag is 10%, of the amount stated in the Policy Schedule or the Schedule of Benefits (refer to Part F. of this Policy). There is also a combined maximum limit of 10% of the amount stated in the Policy Schedule or the Schedule of Benefits (refer to Part F. of this Policy) for the following: jewelry, watches, articles consisting in whole or in part of silver, gold or platinum, furs, articles trimmed with or made mostly of fur.

Loss of a Pair/Set: (pair or set of articles is treated as one article e.g. a pair of earrings)
In case of loss to a pair or set, We may elect to:

- (a) repair or replace any part, to restore the pair or set to its value before the loss; or
- (b) pay the difference between the cash value of the property before and after the loss.

Definition:

Checked Baggage - means a piece of baggage which was checked in and in the custody of a Common Carrier and for which a claim check has been issued to You by a Common Carrier.

Documented Loss - means police or other local authority reports or documentation from the appropriate party responsible for the loss.

Limitations:

Benefits for Baggage Loss will be in excess of any amount paid or payable by the Common Carrier responsible for the loss.

Benefits for Baggage Loss will be in excess of all other valid and collectible insurance. If at the time of the occurrence of any loss there is other valid and collectible insurance in place, We will be liable only for the excess of the amount of loss, over the amount of such other insurance, and any applicable Deductible.

Exclusions:

In addition to the General Exclusions listed in this Policy this coverage section shall not cover any non- Documented Loss and We will not be liable under this section for any:

1. excluded classes of property: animals, motor vehicles (including accessories), motorcycles, boats, motors, any conveyance, (except bicycles while checked as baggage with a Common Carrier), snow skis, household effects, antiques, electronic equipment such as computers (including software and accessories), personal data assistants or handheld computers, cellular phones, digital video disc player, compact disc player, video camcorder, eyeglasses or sunglasses, contact or

corneal lenses, artificial teeth, bridges or prosthetic limbs, hearing aids, money, securities such as credit cards, debit cards, checks, traveler checks, membership cards, tickets or documents, business good or samples, data recorded on tapes, cards, discs or otherwise, musical instruments, perishables and consumables;

2. loss to property insured under any other insurance Policy, or otherwise reimbursed by a Common Carrier;
3. loss of Your baggage sent in advance or souvenirs and articles mailed or shipped separately.

Part D. COVERAGE:

Section: EMERGENCY MEDICAL EVACUATION

We will pay the Usual and Customary Charges up to the maximum shown in the Policy Schedule or the Schedule of Benefits (refer to Part F. of this Policy) for covered expenses incurred if Injury or Sickness results in Your necessary Emergency Evacuation. An Emergency Evacuation must be ordered by the Assistance Company or a Physician who certifies that the severity or the nature of Your Injury or Sickness warrants Your Emergency Evacuation.

Covered expenses are those for Transportation and medical treatment, including medical services and medical supplies necessarily incurred in connection with Your Emergency Evacuation. All Transportation arrangements made for evacuating You must be by the most direct and economical route possible. Expenses for Transportation must be: (a) recommended by the attending Physician; (b) required by the standard regulations of the conveyance transporting You; and (c) arranged and authorized in advance by the Assistance Company.

Definitions:

Emergency Evacuation - means: (a) Your medical condition warrants immediate Transportation from the place where You are injured or sick to the nearest Hospital where appropriate medical treatment can be obtained; (b) after being treated at a local Hospital, Your medical condition warrants Transportation to the country where the Trip commenced to obtain further medical treatment or to recover; or (c) both (a) and (b) above.

Transportation - means any land, water or air conveyance required to transport You during an Emergency Evacuation. Transportation includes, but is not limited to, air ambulances, land ambulances and private motor vehicles.

Usual and Customary charges - means a reasonable charge which is : 1) usual and customary when compared with the charges made for similar services and supplies; and 2) made to persons having similar medical conditions in the locality of the Provider. No payment will be made under this policy for any expenses incurred which in the judgement of the Company are in excess of Usual and Customary Charges.

Part D. COVERAGE:

Section: HIJACKING

We will pay You a distress allowance as shown in the Policy Schedule or the Schedule of Benefits (refer to Part F. of this Policy) for every 24 hour period during which any Common Carrier in which You are traveling has been Hijacked, where as a direct consequence, Your Trip has been disrupted up to a maximum amount stated in the Policy Schedule or the Schedule of Benefits (refer to Part F. of this Policy) subject to any applicable Deductible.

Definition:

Hijacked - means the unlawful seizure or wrongful exercise of control of an aircraft or other Common Carrier, or the crew thereof, in which You are traveling as a passenger.

Part D. COVERAGE:

Section: IN-HOSPITAL INDEMNITY

We will pay a Daily Benefit for each Day You are an Inpatient in a Hospital due to Injury or Sickness subject to any applicable Deductible or Franchise shown in the Policy Schedule, or the Schedule of Benefits (refer to Part F. of this Policy) that occurs outside the Republic of India and commences while this Policy is in effect. The Period of Confinement must be Medically Necessary and recommended by a Physician. The total benefits provided for any One Period of Confinement are subject to the In-Hospital maximum shown in the Policy Schedule or the Schedule of Benefits (refer to Part F. of this Policy).

Definitions:

Daily Benefit - means the amount payable for each Day spent in the Hospital.

One Period of Confinement - means a Hospital confinement due to the same Injury or Sickness unless separated by at least 90 days.

Period of Confinement - means a period of consecutive Days of confinement as an Inpatient caused by an Accident, Injury, Disease or Sickness. However, successive confinements as an Inpatient caused by or attributable to the same Accident, Injury, Disease or Sickness are considered to be part of the same Period of Confinement, unless the discharge date for the prior confinement is separated from the admission date for the next confinement by at least the number of days shown in the Policy Schedule or the Schedule of Benefits (refer to Part F. of this Policy).

Only one Daily Benefit is provided for any one Day of confinement, regardless of the number of covered Accidents, Injuries, Illnesses or Sicknesses for which the confinement is required.

Exclusions:

In addition to the General Exclusions listed in this Policy this coverage section shall not cover:

1. hospitalization in India; or
2. pregnancy and resulting childbirth, miscarriage or Disease of the female organs of reproduction; or
3. routine physical exams; or
4. elective, cosmetic or plastic surgery, except as a result of an Injury caused by a covered Accident while our policy is in force; or
5. any mental, nervous or emotional disorders or rest cures.

Part D. COVERAGE

Section: LOSS OF PASSPORT

We will reimburse You, subject to any Deductible, if You lose Your passport and incur necessary and reasonable expenses in connection with obtaining a duplicate or new passport up to the maximum stated in the Policy Schedule or the Schedule of Benefits (refer to Part F. of this Policy). The Deductible if any, shall apply to each insured event and shall be borne by You.

Exclusions:

In addition to the General Exclusions listed in this Policy this coverage section shall not cover and We will not be liable under this section for any:

1. loss or damage to passport due to delay or from confiscation or detention by customs, police or other authority;
2. theft which is not reported to any appropriate police authority within 24 hours of discovery and an official report obtained;
3. loss or theft of passport left unattended by You unless located in a locked hotel room or apartment and an appropriate sized safety deposit box was not available.

Part D. COVERAGE:

Section: PERSONAL LIABILITY

Property Damage:

If a claim is made or a suit is brought against You for Property Damage caused by an Occurrence to which this coverage applies, We will pay up to the amount stated in the Policy Schedule or the Schedule of Benefits (refer to Part F. of this Policy), subject to any applicable Deductible, for Our limit of liability for the damages for which You are legally liable.

Medical Payments to Others:

We will pay the necessary medical expenses that are incurred or medically ascertained within one year from the date of an Accident causing Bodily Injury. Medical expenses means reasonable charges for medical, surgical, X-ray, dental, ambulance, Hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to You or regular residents of Your household. As to others, this coverage applies only if the Bodily Injury is caused by Your activities.

Definitions:

Business - means trade, profession or occupation.

Occurrence - means an Accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the Trip, in Bodily Injury or Property Damage.

Property Damage - means physical injury to, destruction of or loss of use of tangible property.

Residence Premises - means the dwelling where You reside.

Bodily Injury - means bodily harm, Sickness or Disease, including required care, loss of services and death that results.

Exclusions:

In addition to the General Exclusions listed in this Policy this coverage section shall not cover and We will not be liable under this section for any:

1. liability which is expected by or intended for You; or
2. liability arising out of or in connection with a Business engaged in by You. This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the Business; or
3. liability arising out of the rental or holding for rental of any part of any premises by You; or
4. liability arising out of the rendering of or failure to render professional services; or
5. liability arising out of a premises, water craft or aircraft that is owned by, rented to or rented by You; or
6. liability arising out of the ownership, maintenance, use, loading or unloading of motor vehicles, all other motorized land conveyances, water craft or aircraft; or
7. liability arising out of the transmission of a communicable Disease by You; or
8. liability arising out of sexual molestation, corporal punishment, or physical or mental abuse; or

9. liability arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a controlled substance or contraband as defined by the appropriate authority or the Federal Food and Drug Agency or equivalent or similar organization; or
10. liability under any contract or agreement; or
11. Property Damage to property owned by You; or
12. Property Damage to property rented to, occupied, or used by or in the care of You; or
13. Bodily Injury to any person eligible to receive any benefits voluntarily provided or required to be provided by You under any worker's compensation law, non-occupational disability law or occupational Diseases law, or similar law; or
14. Suits or legal actions arising from Your Immediate Family Member, or Traveling Companion or Immediate Family Member of a Traveling Companion against You.

Part D. COVERAGE:

Section: REPATRIATION OF REMAINS

We will pay benefits up to the amount stated in the Policy Schedule or Schedule of Benefits (refer to Part F. of this Policy) for covered expenses reasonably incurred to return Your body to India if You die during a Trip. Benefits will not exceed the maximum shown in the Policy Schedule or the Schedule of Benefits (refer to Part F. of this Policy). All Repatriation of Remains arrangements must be approved in advance by Assistance Company.

Covered expenses include, but are not limited to, expenses for: (a) embalming; (b) cremation; (c) coffins; and (d) transportation.

Part D. COVERAGE:

Section: TRIP DELAY

We will reimburse Reasonable Additional Expenses for Trip Delay, subject to the maximum shown in the Policy Schedule or the Schedule of Benefits (refer to Part F. of this Policy), if Your Trip is delayed for more than 12 hours due to a Covered Hazard.

Covered Hazards:

1. delay of a Common Carrier caused by Inclement Weather; or
2. delay due to a Strike or other job action by employees of a Common Carrier scheduled to be used by You during Your Trip; or

3. delay caused by Equipment Failure of a Common Carrier.

Definitions:

Equipment Failure - means any sudden, unforeseen breakdown in the Common Carrier's equipment that caused a delay or interruption of normal trips.

Inclement Weather - means any severe weather condition which delays the scheduled arrival or departure of a Common Carrier.

Strike - means any labor disagreement which interferes with the normal departure and arrival of a Common Carrier, and is defined as legal by the relevant authorities in the respective countries.

Reasonable Additional Expense - means any expenses for meals and lodging which were necessarily incurred as the result of a covered hazard and which were not provided by the Common Carrier or any other party free of charge.

Exclusion:

In addition to the General Exclusions listed in this Policy this coverage section shall not cover any delay due to an insured Covered Hazard which was made public or known to You prior to the purchase of this Policy.

Part D. COVERAGE:

SECTION: AUTOMATIC EXTENSION OF THE POLICY

Automatic extension of the period of insurance is granted upto a period of 7 days, from the policy expiry date, if the extension is necessary, due to delay by the Scheduled Airlines, which is beyond the control of the Insured, and no alternative air transportation is made available to the Insured.

Part E. SCOPE OF COVERAGE:

Hazard H-3

24-HOUR PROTECTION

(Insured Journey Only)

The hazards described in this Hazard H-3 apply only to those Insured Persons who are within a class to which this Hazard applies as stated in the Policy Schedule or the Schedule of Benefits.

DESCRIPTION OF HAZARDS

Such insurance as is afforded to an Insured Person to which this Hazard H-3 applies, shall apply only to Injury sustained by such Insured Person during the course of an Insured Journey.

Such Insured Journey shall be deemed to have commenced when the Insured Person leaves his residence or place of regular employment for the purpose of going on such Insured Journey,

whichever last occurs, and shall continue until such time as he returns to his residence or place of regular employment, whichever first occurs.

Such insurance includes such Injury sustained during such Insured Journey while the Insured Person is riding as a passenger (but not as a pilot, operator or member of the crew) in or on, boarding or alighting from any civilian aircraft having a current and valid Airworthiness Certificate, and piloted by a person who then holds a valid and current certificate of competency of a rating authorizing him to pilot such aircraft. Provided that this Hazard H-3 shall not apply while such Insured Person is riding in any civilian aircraft other than as expressly described herein, unless previously consented to in writing by Us.

Exclusion:

In addition to the General Exclusions listed in this Policy this Hazard-3 shall not cover any loss, fatal or non-fatal, caused by or resulting from travel or flight in or on (including getting in or out of, or on or off of) any Policyholder Aircraft, unless otherwise provided by this Policy, and any aircraft while it is being used for any Specialized Aviation Activity(ies).

Hazard H-6

COMMON CARRIER

We will pay the Principal Sum shown in the Policy Schedule or the Schedule of Benefits if Injury to You results in loss of life while riding as a passenger (but not as a pilot, operator or member of the crew) in or on, boarding or alighting from any Common Carrier provided that, this Hazard shall not apply while You are riding in or on, or boarding or alighting from, any civilian aircraft that does not hold current a valid Airworthiness Certificate and is piloted by a person who then holds a valid and current certificate of competency of a rating authorizing him to pilot such aircraft.

The term “Airworthiness” certificate used in this Hazard shall mean the standard Airworthiness Certificate issued by the aviation agency or the governmental authority having jurisdiction over civil aviation in the country of its registry.