

**TATA AIG GENERAL INSURANCE COMPANY LIMITED
ADDRESS**

TravelGuard
GLOBAL TRAVEL PROTECTION

OVERSEAS TRAVEL ACCIDENT – TRAVEL GUARD

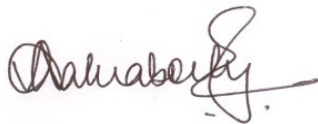
TATA AIG General Insurance Company Limited (We, Our or Us) will provide the insurance described in this Policy and any endorsements thereto for the Insured Period as defined in this Policy, to the Insured Persons named in the Policy Schedule and in reliance upon the statements contained in the Proposal 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 G. of this Policy).

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

Authorised Signatory

For Tata AIG General Insurance Company Ltd.



Atri Chakroborty.
National Head – Operations.

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.

1. **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.
2. **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).
3. **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.
4. **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.
5. **Assistance Company** – as designated in the Policy schedule.
6. **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.
7. **Day** - means a period of 24 consecutive hours.
8. **Disease/Illness/Sickness** - means an alteration in the state of the body or affliction of the body having a defined and recognized pattern of symptom(s) which causes more than temporary indisposition and which alteration or affliction first manifested and contracted during the Insured Trip and commencing after the Effective Date of the Policy Schedule.
9. **Deductible** - means the amount of expenses or the number of Days to be paid or supported by the Insured Person per incidence/loss or arising out of the same illness/injury before the Policy benefits become payable.
10. **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.
11. **Eligible Family** - means the Insured Person and/or the Insured Person's Spouse and/or, the Insured Person's Eligible Children & Insured Person's Parents.

12. 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
is not, except incidentally to its primary function, a clinic, nursing home, rest home, or convalescent home for the aged, or any similar institution.

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

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

15. Inpatient - means a person: (a) who is confined in a Hospital as a registered bed patient; and (b) continuous hospitalization of atleast a day.

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

- Single Trip shall mean one Trip to a destination outside of the Republic of India during the policy period, the details of which are specified in the Schedule to this Policy.
- Annual Multi Trip shall mean two or more Trips to a destination outside of the Republic of India during the policy period.

17. 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.

18. Insured Person –

Single Trip - means the Insured Person from 6 months up to Age 79 years 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.

Annual Multi-trip – means the Insured Person from 19 years to Age 70 years 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

- 19. 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.
- 20. Physician** - means a licensed medical practitioner acting within the scope of his license and who holds a degree of a recognized institution and is registered by the Authorized Medical Council of the respective country. The attending Physician will not be (a) an Insured Person or (b) Your Immediate Family Member or c) or anyone who is living in the same household as the Insured. The term Physician would also include specialist and surgeon.
- 21. Policy** - means the insurance contract, the Policy Schedule, and any attached enrollment forms, endorsements, papers or riders.
- 22. Policy Schedule** - means the Policy Schedule attached to and forming part of the Policy.
- 23. Pre-existing Condition** - means any condition, ailment or injury or related condition(s) for which You had signs or symptoms, and / or were diagnosed, and / or received medical advice/ treatment, within 48 months prior to commencing the Insured journey.
- 24. Proposal and Declaration Form** - means the basis of this Policy and is deemed to be attached and which forms a part of this Policy.
- 25. Professional Sports** - means a sport, which remunerates a player in excess of 50% of his or her income as a means of their livelihood.
- 26. 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.
- 27. Serious Injury or Sickness** - means Injury or Sickness certified as being dangerous to life by a legally qualified Physician.
- 28. 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.
- 29. Spouse** - means Your legal husband or wife, who is between the Ages of 18 and 79 years old.
- 30. Sum Insured-** means the maximum amount of coverage, as specified in the Schedule to this Policy, that the Insured is entitled to in respect of each benefit and is applicable under each section of this Policy or the Schedule of Benefit (refer to Part G. of this Policy) per incidence/loss, arising out of the same illness/injury.
- 31. Traveling Companion** - means up to two (2) named person(s) who is/are booked to accompany You on the Trip.
- 32. Usual and Customary charges** - means fees / charges / prices generally charged in the locality where medically necessary services are performed and supplies required for

treatment of cases of comparable severity and nature, but not to include charges that would not have been made if no insurance existed.

33. 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.

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

35. 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 potentially dangerous occupation; or
14. congenital anomalies or any complications or conditions arising therefrom; or
15. osteoporosis (porosity and brittleness of the bones due to loss of protein from the bones matrix) or pathological fracture (any fracture in an area where pre-existing Disease has caused the weakening of the bone)
16. 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 potentially dangerous sport for which You are untrained; or
17. 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; This however does not include ectopic pregnancy proved by diagnostic means and is certified to be life threatening by the Physician; 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** any loss, injury, damage or legal liability arising directly or indirectly from: Travel in, to, or through Afghanistan, Cuba or Democratic Republic of Congo; or
- 20** Any loss, injury, damage or legal sustained directly or indirectly by: Any terrorist or member of a terrorist organization, narcotics trafficker, or purveyor of nuclear, chemical or biological weapons

Part C: UNIFORM PROVISIONS

1. **FAMILY PLAN-** For the purpose of the Family plan the following conditions are applicable:

- the minimum age of the Insured / Insured Person shall be 6 months and maximum age shall be 70 years.
- the maximum persons that may be covered under a Policy shall be 6 inclusive of the Insured and his/her lawful spouse, dependent children and his/her dependent parents.
- the sum insured is applicable separately to each and every Insured Person of the family.

2. **TRAVEL EXTENSION** -The maximum number of travel days under a single trip that may be insured, under the Policy, shall be 180 days. However, the Policy may be extended beyond the initial period of 180 days during the same trip duration by a maximum of up to additional <<45>> days by collecting additional premium. Any extension if accepted by Us is subject to Medical condition, Claim history and reoccurrence nature of medical condition which could result in a claim during the extension period

In case of an Insured /Insured Person being more than 70 years of age, the maximum trip duration (including any extension provided) shall not exceed 180 days in total.

For extension of the Policy the Insured / Insured Person shall submit a declaration letter clearly mentioning the claims filed during the original Policy duration and also that he / she is unaware of any existing health condition which could result in a claim during the extension period.

If the Insured /Insured Person does not declare the claims filed or the claims that are to be filed under the original Policy, then any extension of the Policy if granted shall be deemed to be invalid. No refund of premium will be given in case of extensions so invalidated. The Company will also not be liable to pay any claim filed under the extended Policy.

The premium payable for the extension of the Policy during the trip will be as per the existing trip band and age band slab.

3. **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.

4. **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.

5. **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 Policy 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.

For renewals under Annual Multi-trip, the policy is ordinarily renewable annually upon payment of premium. We may however refuse renewal on grounds such as fraud, moral hazard or misrepresentation. We, however, are not bound to give notice that it is due for renewal. Unless renewed before the Policy Expiry, this Policy shall terminate at the expiration of the period for which premium has been paid.

6. 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 / 45 days or less, from the commencement of each Insured Journey.

Further However We may cancel this Policy at any time on grounds of mis-representation, fraud, non-disclosure of material facts or non-cooperation of the insured by giving you a 15 Days notice delivered to You, or mailed to Your last address as appears in Our records, stating when such cancellation shall be effective in the event of your non-cooperation. In the event of cancellation for mis-representation, fraud, non-disclosure of material facts, the policy shall stand cancelled ab-initio and there will be no refund of premium. In the event the Annual Multi Trip policy is cancelled for non-cooperation of the insured or If you cancel the Annual Multi Trip Policy, the 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 and/or no trip has happened up to the date of cancellation. In the event a claim has occurred and/or trip has happened in which case there shall be no return of premium.

Short rate table (in case of Annual Multi Trip Policy as given above) -

Cancellation	ANNUALLY
Up to 14 Days	Rs.99/-
Up to 1 month	25 % OF Annual Premium
Up to 3 months	37.5 % OF Annual Premium
Up to 4 months	50 % OF Annual Premium
Up to 6 months	62.5 % OF Annual Premium
Up to 8 months	87.5 % OF Annual Premium
Above 8 months	100 % OF Annual Premium
These are retention scales.	

7. **TERRITORY:** This Policy applies to incidents anywhere in the world outside India unless limited by Us through endorsement, Policy schedule or as given in the General exclusion to this Policy.
8. **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.
9. **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.

10. NOTICE OF CLAIM/LOSS: It is a condition precedent to Our liability hereunder that written notice of claim must be given by You to Assistance Company/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.

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

12. TIME FOR FILING CLAIM FORMS AND EVIDENCE: Completed claim forms and written evidence of loss must be furnished to Assistance Company/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 to Assistance Company/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.

13. 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 Assistance Company/We may request You pursuant to Uniform Provision 10 above.

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

15. 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 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.

16. **ASSIGNMENT OF INDEMNITIES:** Indemnity, if any, in case of Your loss of life is payable to the assignee named in the Proposal or 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.
17. **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.
18. **CHANGE OF ASSIGNEE:** No change of assignee under this Policy shall bind Us, unless consent thereto is formally endorsed thereon by Our authorized officer.
19. **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.
20. **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.

21. **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.
22. **COMPLIANCE WITH POLICY PROVISIONS:** Failure to comply with any of the provisions contained in this Policy shall invalidate all claims hereunder.
23. **EXCESS PROVISION:** The plan benefits as shown in the Policy Schedule or the Schedule of Benefits (refer to Part G. 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.

24. **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.
25. **INTEREST ON THE BENEFIT WE PAY:** We will not pay any interest on any benefit We pay.
26. **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.
27. **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.

28. **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.
29. **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.
30. **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.
31. **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.

32. **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.

33. **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 1: ACCIDENTAL DEATH AND DISMEMBERMENT

(Including Loss of Sight or Hearing)

We will pay a percentage of the Principal Sum Insured shown in the Policy Schedule or the Schedule of Benefit (refer to Part G. 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 Insured
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:

- (a) hand or foot means actual severance through or above the wrist or ankle joints respectively;
- (b) eye means entire and irrecoverable loss of sight;
- (c) thumb and index finger means actual severance through or above the joint that meets the hand at the palm;
- (d) speech or hearing means entire and irrecoverable loss of speech or hearing of both ears.

Limitation

1. 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.
2. If the Insured Person is riding on a motorcycle or any other two wheeled motorized mode of conveyance as driver or as passenger the maximum Principal Sum payable is **\$5000 USD**.
3. The deductible in respect of this benefit will be applicable if any and shall be of an amount as specified in the Schedule to this Policy.

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 2: ACCIDENTAL DEATH AND DISMEMBERMENT (Common Carrier)

(Including Loss of Sight or Hearing)

We will pay a percentage of the Principal Sum Insured shown in the Policy Schedule or the Schedule of Benefits (refer to Part G. 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 Insured
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:

- (a) hand or foot means actual severance through or above the wrist or ankle joints;
- (b) eye means entire and irrecoverable loss of sight;
- (c) thumb and index finger means actual severance through or above the joint that meets the hand at the palm;
- (d) speech or hearing means entire and irrecoverable loss of speech or hearing of both ears.

Limitation

- 1. 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.
- 2. The deductible in respect of this benefit will be applicable if any and shall be of an amount as specified in the Schedule to this Policy.

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 3: ACCIDENT & SICKNESS MEDICAL EXPENSES

If during an Insured Journey while this Policy is in effect, You sustain an Injury or Sickness which is not due to Pre-existing Condition and under the circumstances described in the Hazard (H-3), We will reimburse the Usual and Customary Covered Medical Expenses subject to Deductible and up to the maximum Per disease/illness/injury Sum Insured stated in the Policy Schedule or the Schedule of Benefits (refer to Part G. of this Policy).

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

1. 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 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.
2. If the Insured Person is riding on a motorcycle or any other two wheeled motorized mode of conveyance as driver or as passenger the maximum Principal Sum payable is **\$10,000 USD**.
3. Sum Insured as shown in the Policy schedule or schedule of benefits (Refer to part G of this Policy) under this benefit is limited to per disease/illness/injury occurred during one trip/Insured trip.
4. The deductible in respect of this benefit will be applicable if any for Per Disease/Illness/Injury/Loss, and shall be of an amount as specified in the Schedule to this Policy.
5. Sub limits as shown in the Policy schedule or schedule of benefits (Refer part G-Sub limits) will be applicable for the age group of 56 onwards.
6. **Sum Insured Restriction** - Under renewals of Annual Multi trip from 71 years onwards, the amount payable for any illness / disease / injury / condition including its consequences will be restricted to 10% of the Sum Insured as shown in the policy schedule in case such claim arises due to the same illness / disease / injury / condition which had been incurred and paid in any of the prior policies issued by Us to the same insured.

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.

Per Disease/Illness/Sickness/Injury- means a disease/illness/Sickness/injury with its subsequent complications/hospitalizations will be considered as one episode/loss for the purpose of this policy.

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.
- 6) Outpatient treatment and is critical which cannot be deferred till the insured's return to the Republic of India.
- 7) In-patient treatment at a local hospital at the place the Insured is staying at the time of occurrence of an insurable event or at the nearest hospital.

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/diagnosis 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 - While 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.

Surgeon's fees - Physician'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 - 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

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. any Pre-existing Condition or any complication arising from it; except in case of Life saving unforeseen emergency. In such event, measures solely designed to relieve acute pain, provided to the Insured by the Physician for Disease/accident arising out of a pre-existing condition would be reimbursed up to **\$1500 per policy**. The treatment for these emergency measures would be paid till the insured becomes medically stable or is relieved from acute pain. All further medical cost to improve or maintain medically stable state or to prevent the onset of acute pain would have borne by the Insured; or
2. services, supplies, or treatment, including any period of Hospital confinement, which were not recommended, approved, and certified as Medically Necessary by a Physician; or
3. 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
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. dental care, except as a result of Injury caused by Accident to Sound Natural Teeth while this Policy is in effect; or
6. expenses incurred in connection with weak, strained, or flat feet, corns, calluses, or toenails; or
7. the diagnosis and treatment of acne; or
8. deviated septum, including sub mucous resection and/or other surgical correction thereof; or
9. organ transplants that are considered experimental in nature; or
10. well child care including exams and immunizations; or
11. expenses which are not exclusively medical in nature; or
12. any expenses incurred in India unless authorized and approved by Us in advance; or
13. 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
14. treatment provided in a government Hospital or services for which no charge is normally made; or
15. mental, nervous, or emotional disorders or rest cures; or
16. 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
17. medical expenses covered under any workers' compensation or similar policy; or
18. medical expenses incurred as the result of alcohol and/or drug abuse, addiction or overdose.
19. Any Medical Expenses incurred when the specific purpose of a journey is to receive medical treatment or advice.
20. Any Medical Expenses arising out of any medical condition incurred within excluded territorial limits or excluded insured journey that are stated in the Policy Schedule and/or General exclusion to this Policy.

Part D: COVERAGE

Section 4: SICKNESS DENTAL EXPENSE

We will pay benefits for the Reasonable and Customary Charges, subject to the Deductible, shown in the Policy Schedule, actually incurred if as a result of sudden acute pain, which occurs without warning to one or more of Your Sound Natural Teeth requiring Immediate Dental Treatment under circumstances described in a Hazard during the course of an overseas Insured Journey. Dental benefits will be provided for Medically Necessary filling of the tooth or surgical treatment, services, or supplies, subject to the per tooth and per occurrence maximum amounts shown in the Policy Schedule. Dental benefits shall be limited to treatment sustained to Sound Natural Teeth. Covered emergency dental expenses are those incurred overseas, under the circumstances described in a Hazard during the Insured Journey within 30 Days of date of the first treatment.

The deductible in respect of this benefit will be applicable if any and shall be of an amount as specified in the Schedule to this Policy.

Definition:

Immediate Dental Treatment - means treatment commencing within 24 hours of the time and date the sudden acute pain first occurs.

Exclusion:

In addition to the General Exclusions listed in this Policy, this coverage section shall not cover Immediate Dental Treatment in the Republic of India.

Part D. COVERAGE

Section 5: 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 better 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.

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 the medical professional or any attorney suggested by the Assistance Company shall act in a medical or legal capacity on behalf of You only. 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 6: 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 G. 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 G. 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.

Personal effects means clothes and other articles of personal nature likely to be worn, used or carried but excluding money, jewellery and valuables..

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.

The deductible in respect of this benefit will be applicable if any and shall be of an amount as specified in the Schedule to this Policy.

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 7: 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 G. 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 G. 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 G. 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 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 8: 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 G. 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 and 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; or
- (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.

Limitation

If the Insured Person is riding on a motorcycle or any other two wheeled motorized mode of conveyance as driver or as passenger the maximum Principal Sum payable is **\$10,000**

The deductible in respect of this benefit will be applicable if any and shall be of an amount as specified in the Schedule to this Policy.

Part D. COVERAGE:

Section 9: REPATRIATION OF REMAINS

We will pay benefits up to the amount stated in the Policy Schedule or Schedule of Benefits (refer to Part G. of this Policy) or the actual costs incurred, whichever is the lower, for covered expenses reasonably incurred to repatriate Your body from the place of death to India, in case of Your death as the result of the Bodily Injury or Sickness during the Period of Insurance.

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.

The deductible in respect of this benefit will be applicable if any and shall be of an amount as specified in the Schedule to this Policy.

Part D. COVERAGE:

Section 10: HIJACKING

We will pay You a distress allowance as shown in the Policy Schedule or the Schedule of Benefits (refer to Part G. 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 G. 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 11: LOSS OF PASSPORT

We will reimburse You, subject to 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 G. of this Policy). The Deductible if any, shall apply to each insured event and shall be borne by You.

The deductible in respect of this benefit will be applicable if any and shall be of an amount as specified in the Schedule to this Policy.

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 of 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 12: PERSONAL LIABILITY

Property Damage:

If a claim is made or a suit is brought against You for Property Damage that occurred during the Period of Insurance and 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 G. 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:

If a claim is made or a suit is brought against You for Medical expenses as the result of an Accident that occurred during the Period of Insurance caused by You and resulting in Bodily Injury to another person, while this Policy is in force, then We will pay the necessary medical expenses up to the amount stated in the Policy Schedule or the Schedule of Benefits (refer to Part G. of this Policy), that are incurred or medically ascertained within one year from the date of an Accident causing Bodily Injury subject to any applicable Deductible for this section. 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 Premises of Your household. As to others, this coverage applies only if the Bodily Injury is caused by Your activities.

In no case, We will pay more than maximum stated in the Policy schedule or the Schedule of Benefits (refer to Part G. of this Policy) for all Property Damage and Medical expenses combined, not for each one.

The deductible in respect of this benefit will be applicable if any and shall be of an amount as specified in the Schedule to this Policy.

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 from an Accident.

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, Traveling Companion or Immediate Family Member of a Traveling Companion against You.

Part D. COVERAGE:

Section 13: FLIGHT 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 G. of this Policy), if Your Trip is delayed for more than 12 hours due to a Covered Hazard.

The deductible in respect of this benefit will be applicable if any and shall be of an amount as specified in the Schedule to this Policy.

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 14: 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 D. COVERAGE:

Section 15: TRIP CURTAILMENT

We will reimburse You the Covered Expenses paid by You following necessary curtailment (Shortening and / or alteration) of the insured journey and You have to directly return to the country of usual residence, where You started Your Insured Journey, subject to the maximum shown in the Policy Schedule or the Schedule of Benefits (refer to Part G. of this Policy), due to:

1. the aircraft which You boarded as a passenger is hijacked.
2. Due to unexpected death of Your immediate family member.
3. Due to natural disaster which has prevented You from continuing with the scheduled trip
4. Due to unexpected strike, riot or Civil commotion which are beyond Your control
5. You are Unable to Continue the Trip due to a serious Sickness, serious Injury or death to: You; Your Traveling Companion; Your Immediate Family Member; or Your Traveling Companion's Immediate Family Member

This coverage is effective if the incident occurs within the Operative Time mentioned in the Policy Schedule and only if You were unaware of any circumstances that could lead to disruption of Your trip at the time of purchasing this policy.

Covered Expenses:

1. Any loss of travel and or accommodation expenses paid in advance by or forfeited by You after the commencement of the trip
2. Non-refundable unused portion of travel or accommodation costs or additional accommodation and / or travel expenses (excluding telephone costs, meals and beverages)
3. Any additional Land or sea or air travel (Economy class wherever possible) or accommodation expenses incurred as a result thereof.

The deductible in respect of this benefit will be applicable if any and shall be of an amount as specified in the Schedule to this Policy.

Part D. COVERAGE

Section 16: TRIP CANCELLATION

We will pay loss of deposits up to the maximum amount stated in the Policy Schedule or the Schedule of Benefits (refer to Part G. of this Policy), if prior to the Contracted Departure Date Your Trip is canceled and You are Prevented From Taking the Trip due to a Sickness, Injury or death to: You; Your Traveling Companion; Your Immediate Family Member; or Your Traveling Companion's Immediate Family Member under the circumstances described in a Hazard during the course of an Insured Journey.

The deductible in respect of this benefit will be applicable if any and shall be of an amount as specified in the Schedule to this Policy.

Cancellation:

We will reimburse You for the unused, non-refundable cancellation portion of the hotel cost and/or the Common Carrier ticket cancellation charges provided that You booked and paid for these costs before such Sickness, Injury or death occurred. Benefits are subject to the maximum shown in the Policy Schedule.

Definitions:

Land/Sea Arrangements - means pre-paid travel arrangements for a scheduled tour, Trip or cruise and arranged by a tour operator, travel agent, cruise line or other organization.

Prevented From Taking the Trip - means:

- (i) with regard to Sickness, Injury or death of You or Your Traveling Companion, a Physician has recommended that due to the severity of Your or Your Traveling Companion's condition it is Medically Necessary that You or Your Traveling Companion cancel the Trip. You or Your Traveling Companion must be under the direct care and attendance of a Physician.
- (ii) with regard to Sickness, Injury or death of Your Immediate Family Member or Your Traveling Companion, the severity or acuteness of their condition or the circumstances surrounding that condition is/are such that an ordinarily prudent person must cancel the Trip.

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.

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

Exclusions:

In addition to the General Exclusions listed in this Policy this coverage section shall not cover any claim if the Trip is cancelled, delayed or altered as a result of:

1. depression or anxiety, mental, nervous or emotional disorders, alcohol or drug abuse addiction or overdose; or
2. elective, cosmetic, or plastic surgery, except as a result of an Injury caused by a covered Accident while Our Policy is in force; or
3. pregnancy and all related conditions; or
4. laws, regulations or orders, issued or made by any Government or Public Authority; or
5. any Pre-existing Condition; or
6. an Insured Person traveling against the advice of a Physician; or
7. the default of any a) provider of transport; b) agent of such provider; or
8. Strikes or labor disputes which existed or of which advance warning had been given prior to the date on which a Trip was booked; or

delay due to withdrawal from service temporarily or permanently of any Common Carrier on the orders or recommendations of any Port Authority or the Aviation Agency or any similar body in any country.

Part D. COVERAGE

Section 17: MISSED CONNECTIONS/MISSED DEPARTURE

We will reimburse Reasonable Additional Expenses due to Missed Connections, or missed departure by Your scheduled airline, on your return journey, subject to the maximum shown in the Policy Schedule or the Schedule of Benefits (refer to Part G. of this Policy), if the missed connection / departure is due to a Covered Hazard during the course of an Insured Journey.

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

Covered Hazards: Delay in Scheduled Common Carrier failing to get You to Your destination in time due to

1. Inclement Weather; or
2. Strike or other job action by employees of a Common Carrier scheduled to be used by You during Your return journey; or
3. Equipment Failure of a Common Carrier.

You may claim only Delayed departure or Missed departure / missed connection, not both

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.

Specific Exclusions:

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

1. Expenses that you would have incurred during the normal course of your trip.
2. Missed connections due to an Covered Hazard which was made public or known to You prior to the purchase of this Policy.
3. Your failure to allow sufficient time to get to the departure point.
4. Claims not supported by a written report from the appropriate authorities.

Claims that are not justifiable given the circumstances, for example; the fear of an event happening or not taking place.

Part D. COVERAGE

Section 18: BOUNCED BOOKINGS OF HOTEL AND AIRLINE

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to reimburse the Insured the hotel booking / airline ticket is bounced due to over booking.

To claim this benefit under non-availability of accommodation on account of over booking by the hotels or airlines, the insured should have reconfirmed the booking in advance and should have written proof of the same. Wait listed booking will not be compensated for. For hotel overbooking, the overbooked portion of the hotel stay must include the first night stay; the overbooking must happen at check-in. We will reimburse the difference between the original booking amount and the reasonable new booking amount, less any refund/compensation given by the hotel, for the number of nights that are overbooked. The new booking must be for up to the number of nights overbooked at a similar hotel where the cost of stay is no more than 10% greater per night than the initial booking. We will not reimburse for nights on the original booking that were not overbooked.

For airline overbooking, an option of a free replacement flight within 6 hours from the departure of the original overbooked original flight must not be available to you and you must cancel your originally booked flight and purchase a new flight at the same class of service of no more than 10% greater fare than your original overbooked flight. We will reimburse the difference between the original airfare amount and the reasonable new airfare amount, less any refund/compensation given by the airline.

The compensation under this cover will not exceed the Sum Insured for the coverage, less the 10% deductible, as mentioned in the Schedule hereto.

The deductible excess in respect of this benefit will be applicable if any for each separate claim, and shall be of an amount as specified in the Schedule to this Policy.

Exclusions –

- Any air tickets / hotel bookings which are allotted to airline staff / hotel staff or under any special travel industry employee scheme
- Any air tickets / hotel bookings made within 7 days of departure/hotel arrival

Part D. COVERAGE

Section 19: FRAUDULENT CHARGES

I. What We Cover

During the trip, if your payment card as specified in the schedule is lost or stolen, we will reimburse

the unauthorized charges that you are responsible for on your lost or stolen payment card, up to 12 / hours prior to your first reporting the event to your payment card issuer(s).

II. Coverage Exclusions

We will not pay for any expenses or loss for:

1. Charges made on your lost or stolen payment card more than 12 hours prior to your first reporting the event to your payment card issuer(s)
2. Charges made on your payment card if your payment card has not been lost or stolen;
3. Cash advances made with your lost or stolen payment card;
4. Charges incurred by a resident of your household, or by a person entrusted with your payment card.
5. Any liability arising out of lost or stolen payment card except as provided under "What We Cover"

III. Coverage Conditions

1. We will only pay for unauthorized charges for which you are responsible under the terms and conditions of your payment card.
2. You must report the loss or theft of your payment card to the issuer(s) within 3 hours after discovering your lost or stolen payment card event.
3. You must comply with all terms and conditions by which your payment card is issued.

IV. Duties After An Accident or Loss

In the event of a covered loss:

1. You shall call us at 1800119966 or provide written intimation to make a claim and obtain the proper forms and instructions within 24 hours from discovering an unauthorized charge was made on your lost or stolen payment card;
2. You shall complete and return any documents including but not limited to claim forms, police reports, demands, notices, and any other documents we may ask you to provide;
3. The claims form and accompanying documents must be returned to us within 3 days of making the original claim.

Definitions:

These are applicable only to this coverage section of the policy.

A. Payment card means an ATM card, credit card, charge card, prepaid card or debit card issued by a qualified financial institution for personal use only.

B. Lost or Stolen means having been inadvertently lost or having been stolen by a third party without your assistance, consent or co-operation.

C. Unauthorized charges means those charges which are incurred on the payment card / sim card after the physical loss of the payment card / sim card and without the knowledge or consent of the payment card / sim card holder as per provisions, terms and conditions of payment card issuer / mobile service provider."

D. Business means:

1. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
2. Any other activity engaged in for money or other compensation.

E. Relative means your legally married spouse, parent, step-parent, parent in-law, grandparent, child, stepchild, legally adopted child, grandchild, brother, brother in-law, sister, sister in-law, son in-law, daughter in-law, uncle, aunt, niece, nephew, and first cousin.

EXCLUSIONS:

We will not cover the following:

- A.** Losses that do not occur within the policy period;
- B.** Losses that result from or related to **business** pursuits including **your** work or profession;
- C.** Losses caused by illegal acts;
- D.** Losses that **you** have intentionally caused;
- E.** Losses that result from the direct actions of a **relative**, or actions that a **relative** knew of or planned.
- F.** Losses due to war, invasion, act of foreign enemy, hostilities or warlike operations (whether war has been declared or not), civil war, rebellion, revolution, insurrection, civil commotion, uprising, military or usurped power, martial law, riot or the act of any lawfully constituted authority.
- G.** Losses due to the order of any government, public authority, or customers' officials.
- H.** Losses due to ionising radiations contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion (including any self sustaining process of nuclear fission)of nuclear fuel.
- I.** Losses due to the radio active toxic, explosives or any other potentially dangerous properties of any explosive nuclear assembly or nuclear component thereof.
- J.** Losses due to nuclear weapons material.

CONDITIONS

A. Valid Account

Wherever payment is made by payment card, **Your payment card** account must be valid and in good standing for coverage to apply. Benefits will not be paid if, on the date of occurrence **your payment card** account is in delinquency, collection, or cancellation status.

B. Excess of Other Insurance Coverage

Coverages provided by this policy are EXCESS; this means that if, at the time of occurrence, **you** have other valid and collectible insurance - such as but not limited to homeowner's or renter's insurance – this policy will only cover that amount not covered by such other insurance, up to the limits of the specific coverage. If the event is covered by more than one of the policy coverages, **we** will only pay the amount from the coverage under which **you** first filed the claim.

X. Governing Law

This Policy shall be governed by the law of India.

Δ. Concealment or Fraud

If You or anyone acting on Your behalf put forward any claim under this Policy knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall be void in its entirety and be of no effect whatsoever and all claims that You may have made for an indemnity under it shall be forfeited.

E. **You** must use all reasonable means to avoid future loss at and after the time of loss.

Φ. Duties After an Accident or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the duties that are detailed in each coverages section. **You** are required to cooperate with us in investigating, evaluating and settling a claim.

Part D. COVERAGE

Section 20: BURGLARY

1) What We Will Cover

We will pay You for the loss and damage caused by *Burglary* and/or attempted *Burglary*, during your trip to:

- a) the *Contents of Your Home* up to the *Benefit Sum Insured*,

2) What We Will Not Cover

We will not make payment to You under this Benefit:

- a) If the loss or damage occurs while *Your Home* is *Unoccupied*.
- b) If You and/or Your Family and/or Your Domestic Staff are directly and / or indirectly in any way involved in or concerned with the actual or attempted *Burglary*.
- c) In respect of any *Kutchra Construction*.
- d) For any loss or damage to livestock, motor vehicles, pedal cycles, money, securities for money, stamp, bullion, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, business books, manuscripts, documents of any kind, unset precious stones, jewellery, valuables, ATM or credit cards
- e) For the first Rs 5000 of each and every claim under this Benefit.
- f) Under and for any interest in the property insured which has come into existence subsequent to this *Policy* having come into effect.

DEFINITIONS:

Business or Business purposes means any full or part time, permanent or temporary, activity undertaken with a view to profit or gain.

Burglary means an act involving the unauthorised entry to or exit from *Your Home* or attempt thereat by unexpected, forcible, visible and violent means, with the intent to commit an act of *Theft*.

Contents means the following not used for *Business* or *Business Purposes*, so long as they are owned by *You* and/or *Your Family* and/or *You* or *Your Family* are legally responsible for them:

- 1) household goods, such as furnitures, fixtures, fittings, home appliances, interior decorations and items of like nature.
- 2) Personal effects such as clothes and other articles of personal nature likely to be worn, used or carried but excluding money, jewellery and valuables.

Domestic Staff means any person employed by *You* solely to carry out domestic duties associated with *Your Home*, but does not include any person employed in any capacity in connection with any *Business*, trade or profession.

Home means *Your* private residence as shown in the *Schedule* which is used or occupied solely for domestic purposes by *You* and/or *Your Family* and/or *Your Domestic Staff* whether owned by *You* or *Your Family* or otherwise.

Kutcha Construction means buildings having walls and/or roofs of wooden planks, thatched leaves, grass, bamboo, plastic, cloth, asphalt, canvas, tarpaulin or the like.

Market Value means the value at which property insured could be replaced with one of the same kind, type, age and condition.

Theft means an act of directly or indirectly and illegally permanently depriving *You* and/or *Your Family* of the possession of the *Contents* by any person by violent or forceful means or otherwise.

Unoccupied means *Your Home* that remains unoccupied by *You* and/or *Your Family* for more than ninety (90) consecutive days.

GENERAL CONDITIONS

These terms and conditions have general application to this coverage as a whole, and they apply regardless of the number of Benefits that are operative under this *Policy*.

1. Reasonable Care

All reasonable steps, safeguards and precautions to avoid any injury, loss or damage that might result in a claim under this *Policy* or otherwise must be taken by *You* and/or *Your Family* and/or *Your Domestic Staff*, and *You* and/or *Your Family* shall exercise reasonable care in employing *Domestic Staff* or other employees or contractors to work in *Your Home*.

2. Notification of Claims

If an event occurs that may give rise to a claim under this Policy, or there are circumstances that are likely to give rise to a claim, You must:

- a) Inform Us immediately, and, in any case by way of written intimation (against a receipt from Us) or by registered post not later than 7 days from the occurrence of the loss or the event giving rise to the claim. Our address is:

The Tata AIG General Insurance Company Ltd
A – 501, 5th Floor, Building No. 4,
Infinity Park, Dindoshi,
Malad – E, Mumbai – 400097

- b) Provide Us with all relevant information, documentation and details of items lost, damaged or destroyed along with their values, and also any other assistance that We may reasonably require to enable Us or independent surveyors or Our representatives to investigate any claim and/or to establish to Our reasonable satisfaction that a loss of the amount stated has occurred under this Policy. Specifically in the case of the notification of a circumstance likely to give rise to a claim, You shall also give Us reasons for the anticipation of a claim with full particulars including dates and the persons involved.
- c) Preserve any damaged property so that it may, at Our discretion, be inspected and examined by independent surveyors or Our representatives.
- d) In case of actual or attempted Burglary, You must in addition to a), b) and c) above:
 - i) immediately lodge a written complaint with the police listing out the items with values that were lost, damaged or destroyed and that You intend to claim for and forward a copy of that written complaint, the First Information Report and/or Final Report to Us, and
 - ii) take all practicable steps to apprehend the guilty persons and to recover any property lost, and
 - iii) protect the remaining property from further damage as per General Condition 1 above, and
 - iv) within 7 days supply Us with an inventory of damaged or stolen property detailing the quantity, age, description, actual cash value and amount of loss claimed for in respect of each item, along with all documentation required to support and substantiate Your claim.
- e) In case the event or circumstance to be notified involves any form of legal process, You must in addition to a), b), c) and d) above:
 - i) immediately send Us every written notice or information of any verbal notice of a claim, and
 - ii) immediately send Us any writ, summons, or other legal process issued or commenced against You, and
 - iii) permit Us to take over the control and conduct of the defence, pursuit or settlement of any claim and provide Us or Our representatives with such cooperation and assistance as may be required for that purpose, and
 - iv) not, without Our prior written consent, incur any costs, admit liability for or attempt to settle, make any admission, offer any payment or otherwise assume any contractual obligation with respect to any legal action or threat of legal action.

3. Basis of Loss Settlement

If You make a claim under this Policy that We accept for payment, then the basis upon which We shall calculate the payment due to You and make payment shall be as follows:

- α) In the event of a total loss of an item, We will pay You the Market Value of the item (or, if not readily available, then an item of equivalent but not better quality) as it existed immediately before the occurrence of the loss, less salvage value but limited nevertheless to the Benefit Sum Insured or the limit as stated in the Schedule. However, We may instead (alone or with other Insurers), in Our sole and absolute discretion, reinstate, replace or repair the property or premises lost or any part thereof, but only to the extent and in the manner that circumstances permit.
- β) In the case of damage to an item:
 - α. If it is reasonably capable of repair, reinstatement, renewal or refurbishment then Our payment to You will reflect Your reasonable costs of restoring by such means the damaged item to its condition immediately prior to the event that gave rise to the claim under this Policy.
 - β. If the cost of replacement, repair, reinstatement, renewal or refurbishment of any item is equal to or exceeds the value of the lost or damaged item immediately before the occurrence of the damage, then We will pay You the value of the item as it existed immediately before the occurrence of the loss or damage, less salvage value but limited nevertheless to the Benefit Sum Insured or the limit as stated in the Schedule.
- χ) We will only pay You in India and in Indian Rupees subject to Your having established to Our reasonable satisfaction that the replacement, reinstatement, repair, renewal or refurbishment has been effected by You.
- δ) We shall not make any payment for the cost of any enhancements, alterations, additions and/or improvements.
- ε) We shall not make any payment for more than 20% of the Benefit Sum Insured "Benefit: Burglary" in respect of any one item.
- φ) If You have any other insurance(s) that would cover a claim under this Policy, or would cover that claim but for the existence of this Policy, then Our payment to You will represent a rateable proportion of the claim.
- γ) Under no circumstances will Our liability to make payment exceed the Sum Insured under any particular Benefit per claim and in the aggregate.

4. Compliance with Terms and Conditions

Your and/or Your Family's and/or Your Domestic Staff's compliance with the terms and conditions of this Policy, in so far as these require anything to be done by You and/or by Them

or complied with by You and/or Them, is a condition precedent to Our liability. In the event of any breach, We may repudiate any liability for Your claim.

Part E. SCOPE OF COVERAGE:

Hazard H-3

**24-HOUR PROTECTION
(Insured Journey Only)**

During the course of an Insured Journey, unless specifically restricted in the Policy.

**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.

This Hazard shall not apply while such Insured Person is riding in any civilian aircraft while it is being used for any Specialized Aviation Activity (ies), other than as expressly described herein, unless previously consented to in writing by Us.

PART F: Customer Service and Grievance Procedure:

We have a 24/7 help line for addressing customer queries and grievances. The contact details of our helpline are as under.

Toll Free: 1 800 11 99 66 (from a BSNL/ MTNL landline)

Tolled No: 022 6693 9500

Email: customersupport@tata-aig.com

Website : www.tata-aiggeneral.com

Or Contact- The Tata AIG General Insurance Company Ltd
A – 501, 5th Floor, Building No. 4,
Infinity Park, Dindoshi,
Malad – E, Mumbai – 400097

You may also send a letter to our Customer Support department, or visit our Branch operations managers at any of our branches across the country.

Our customer service executives are equipped to address queries and attend to your grievances.

Our executives will help you in any way they can and most of your concerns can be resolved quickly. If they are unable to satisfy you or there are matters which require more detailed enquiries, they will refer the matter to the appropriate authority who will immediately deal with the matter. In such a scenario, we will contact you with an update and give you an expected date of response/resolution.

After investigating the matter internally and subsequent closure, we will send our response within a period of 10 days from the date of receipt of the complaint. In case the resolution is likely to take a longer time, we will inform you of the same through an interim reply. This will be our first level of grievance redressal process.

Escalation Level 1

For lack of a response, or if the resolution does not meet your expectations, you can write to

Mr. Gaurav Mathur, Manager-Customer Support by clicking here:
Manager.Customersupport@tata-aig.com.

After investigating the matter internally and subsequent closure, we will send our response within a period of 8 days from the date of receipt at this email id.

Escalation Level 2

For lack of a response, or if the resolution still does not meet your expectations, you can write to the Head - Customer Services by mailing to this id:

Head.customerservices@tata-aig.com.

After examining the matter, we will send you our final response within a period of 7 days from

the date of receipt of your complaint on this email id.

If you still do not agree with our final decision, you may approach the insurance ombudsman. This is an independent body which will investigate the matter and make its decision.

Details of the Office of Ombudsman is as listed below -

<u>OFFICE OF THE OMBUDSMAN</u>	<u>NAME OF THE OMBUDSMEN</u>	<u>CONTACT DETAILS</u>	<u>AREAS OF JURISDICTION</u>
AHMEDABAD	Shri Amitabh	Insurance Ombudsman Office of the Insurance Ombudsman 2 nd floor, Ambica House Nr. C.U.Shah College 5, Navyug Colony, Ashram Road, AHMEDABAD – 380 014 Tel.079-27546150 Fax:079-27546142 E-mail: insombahd@rediffmail.com	Gujarat , UT of Dadra & Nagar Haveli, Daman and Diu
BHOPAL	Shri N.A.Khan	Insurance Ombudsman Office of the Insurance Ombudsman Janak Vihar Complex, 2 nd floor Malviya Nagar, BHOPAL Tel. 0755-2769201/02 Fax:0755-2769203 E-mail: bimalokpalbhopal@airtelbroadband.in	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Shri S.K.Dhal	Insurance Ombudsman Office of the Insurance Ombudsman 62, Forest Park BHUBANESHWAR – 751 009 Tel.0674-2596461(Direct) Secretary No.:0674-2596455 Tele Fax - 0674-2596429 E-mail: ioobbsr@dataone.in	Orissa
CHANDIGARH	Shri K.M.Chadha	Insurance Ombudsman Office of the Insurance Ombudsman S.C.O. No.101, 102 & 103 2 nd floor, Batra Building Sector 17-D , CHANDIGARH – 160 017 Tel.: 0172-2706196 Fax: 0172-2708274 E-mail: ombchd@yahoo.co.in	Punjab , Haryana, Himachal Pradesh, Jammu & Kashmir , UT of Chandigarh
CHENNAI	Shri K.Sridhar	Insurance Ombudsman Office of the Insurance Ombudsman Fatima Akhtar Court , 4 th floor, 453 (old 312) Anna Salai, Teynampet, CHENNAI – 600 018	Tamil Nadu, UT– Pondicherry Town and Karaikal (which are part of UT of Pondicherry)

		Tel. 044-24333678 Fax: 044-24333664 E-mail: insombud@md4.vsnl.net.in	
NEW DELHI	Sri P.K.Mishra	Insurance Ombudsman Office of the Insurance Ombudsman 2/2 A, Universal Insurance Bldg. Asaf Ali Road NEW DELHI – 110 002 Tel. 011-23239611 Fax: 011-23230858 E-mail: jobdelraj@rediffmail.com	Delhi & Rajashtan
GUWAHATI	Shri Sarat Chandra Sarma	Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Nivesh, 5 th floor Nr. Panbazar Overbridge , S.S. Road GUWAHATI – 781 001 Tel. : 0361-2131307 Fax:0361-2732937 E-mail: omb_ghy@sify.com	Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Shri P.A.Chowdary	Insurance Ombudsman Office of the Insurance Ombudsman 6-2-46 , 1 st floor, Moin Court Lane Opp. Saleem Function Palace, A.C.Guards, Lakdi-Ka-Pool HYDERABAD – 500 004 Tel. 040-23325325 Fax: 040-23376599 E-mail: hyd2_insombud@sancharnet.in	Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry
ERNAKULAM	Shri James Muricken	Insurance Ombudsman Office of the Insurance Ombudsman 2 ND Floor, CC 27/2603, Pulinat Building , Opp. Cochin Shipyard, M.G. Road , ERNAKULAM – 682 015 Tel: 0484-2358734 Fax:0484-2359336 E-mail: iokochi@asianetglobal.com	Kerala , UT of (a) Lakshadweep , (b) Mahe – a part of UT of Pondicherry
KOLKATA	Shri K.Rangabhash yam	Insurance Ombudsman Office of the Insurance Ombudsman North British Bldg. 29, N.S. Road , 3 rd floor, KOLKATA – 700 001 Tel.:033-22134869 Fax: 033-22134868 E-mail : iombkol@vsnl.net	West Bengal , Bihar , Jharkhand and UT of Andeman & Nicobar Islands , Sikkim
LUCKNOW	Shri M.S.Pratap	Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Bhawan, Phase 2, 6 th floor, Nawal Kishore Rd. Hazratganj, LUCKNOW – 226 001 Tel.:0522-2201188	Uttar Pradesh and Uttaranchal

		Fax: 0522-2231310 E-mail: ioblko@sancharnet.in	
MUMBAI	Shri R.K.Vashishtha	Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Seva Annexe, 3 rd floor, S.V.Road, Santacruz(W), MUMBAI – 400 054 PBX: 022-26106928 Fax: 022-26106052 E-mail: ombudsman@vsnl.net	Maharashtra , Goa

Note : Address and contact number of Governing Body of Insurance Council:
Secretary General
Governing Body of Insurance Council
Jeevan Seva Annexe
3rd Floor, S.V. Road,
Santacruz (W)
Mumbai - 400 054
Tel. No. : 022 - 2610 6889, 26106245
Fax No. : 022 - 26106949, 2610 6052
E-mail ID : inscoun@vsnl.net

PART G. SCHEDULE OF BENEFITS:

	Silver	Silver Plus	Gold	Platinum	Senior Plan	Gold	Platinum
Benefits	SINGLE TRIP					ANNUAL MULTI TRIP	
AGE	0.6 - 70 Yrs	0.6 - 70 Yrs	0.6 - 70 Yrs	0.6 - 70 Yrs	71- 79 Yrs	19-70 Yrs	19-70 Yrs
Sum(s) Insured in US \$	(Including & Excluding the Americas)					(Worldwide)	
Accidental Death and Dismemberment Benefit (24 hrs)	10,000	10,000	15,000	25,000	10,000	15,000	25,000
Accidental Death and Dismemberment Benefit (Common Carrier)	NA	5,000	5,000	5,000	NA	5,000	5,000
Accident & Sickness Medical Expense Reimbursement	50,000	100,000	250,000	500,000	500,000	250,000	500,000
Deductible	100	100	100	100	100	100	100
Sickness Dental Relief	300	400	500	500	300	500	500
Deductible	150	150	150	150	150	150	150
	Silver	Silver Plus	Gold	Platinum	Senior Plan	Gold	Platinum
Benefits	SINGLE TRIP					ANNUAL MULTI TRIP	
AGE	0.6 - 70 Yrs	0.6 - 70 Yrs	0.6 - 70 Yrs	0.6 - 70 Yrs	71- 79 Yrs	19-70 Yrs	19-70 Yrs
Emergency Medical Evacuation Benefit	Included *	Included *	Included *	Included *	Included *	Included *	Included *
Repatriation of Remains Benefit	Included *	Included *	Included *	Included *	Included *	Included *	Included *

Baggage Delay Benefit (After first 12 hrs.)	50	100	200	500	50	100	200
Checked Baggage Loss Benefit#	500	750	1,000	1,000	500	1,000	1,000
Loss of Passport Benefit	250	250	250	250	250	250	250
Deductible	30	30	30	30	30	30	30
Personal Liability Benefit	100,000	150,000	200,000	500,000	100,000	200,000	200,000
Deductible	200	200	200	200	200	200	200
Flight Delay^	NA	Included	Included	Included	NA	Included	Included
Hijack^^	NA	Included	Included	Included	NA	Included	Included
Automatic extension of policy upto 7 days	Available	Available	Available	Available	Available	Available	Available
Emergency cash advance	500	750	1000	1500	500	1000	1500
Fraudulent Charges	500	500	1000	2000		1000	2000
Home Burglary (In Rs.)	Rs.100000	Rs.100000	Rs.200000	Rs.200000		Rs.200000	Rs.200000
Trip Cancellation	500	500	750	1000		750	1000
<i>Deductible</i>	50	50	75	100		75	100
Trip Curtailment	500	500	750	1000		750	1000
<i>Deductible</i>	50	50	75	100		75	100
Missed Connection	500	500	750	1000		750	1000
<i>Deductible</i>	50	50	75	100		75	100
Bounced hotel booking	500	500	750	1000		750	1000
<i>Deductible</i>	50	50	75	100		75	100

* Included under the benefit limit of Accident & Sickness Medical Expense Reimbursement.

Maximum amount to be reimbursed per bag is 50% and maximum value per article contained in any bag is 10% of sum (s) Insured

^Flight Delay - Deductible of 12 hrs. \$10 per 12 hours & Maximum \$100

^^Hijack - Deductible of 1 day, \$100 per day & Maximum \$500

Family Option applicable to Silver & Silver Plus Only

Discount Matrix

1 member	0
2 member	5%
3 member	10%

4 member	15.0%
5 member	17.5%
6 member	20.0%

**Discount rate is based on % of the summation of the premium mentioned above
This is applied only for the same plan and same trip duration as per the family definition**

Sublimits-

Accidental Death and Dismemberment Benefit is limited to \$5000 for two wheeled motorized mode of conveyance irrespective of any Plan and age wherever applicable.

Accident & Sickness Medical Expense is limited to \$10000 for two wheeled motorized mode of conveyance irrespective of any Plan and age wherever applicable.

Pre-existing Condition or any complication arising from it in a Life saving unforeseen emergency condition would be reimburse up to \$1500 per policy.

The following Maximum eligible expenses per Disease/Illness/Injury are applicable to Insured Persons Aged 56-70 years, regardless of the plan/option purchased.

Hospital Room rent, Board and Hospital misc. maximum \$1500 per day up to 30 days.

Intensive Care Unit-Maximum \$3000 per day up to 7 days.

Surgical Treatment-Maximum USD \$10000

Anesthetist Services-Maximum up to 25% of Surgical treatment

Physician's Visit-Maximum \$75 per day up to 10 visits.

Diagnostic and Pre-admission testing-Maximum up to \$ 500

Ambulance Services-Maximum up to \$ 400.