

### STUDENT SURAKSHA – STUDENT OVERSEAS TRAVEL INSURANCE POLICY

#### PREAMBLE

WHEREAS the Insured named in the Schedule has applied to HDFC ERGO General Insurance Company Limited (hereinafter called "the Company") for the insurance herein contained, the Company agrees subject to:

1. any proposal or other information supplied by or on behalf of the Insured:
  - i. disclosing all facts and circumstances known to the Insured that are material to the assessment of the risks Insured hereby, and
  - ii. forming the basis of this insurance, and
2. The Insured having paid the premium on or before the due date thereof and the Company having realized the same to grant such insurance to the Insured subject to the terms, conditions, provisions and exclusions set out in this Policy or as contained in any endorsement that may be issued.

#### OPERATIVE CLAUSE

In consideration of the above and subject to the due receipt of the premium, as set out in the Schedule with all its Parts, and further, subject to the terms and conditions contained in this Policy, that on proof to the satisfaction of the Company of the compensation having become payable as set out in the Schedule to the title of the said person or persons claiming payment or upon the happening of an event upon which one or more benefits become payable under this Policy, the Sum Insured appropriate benefit will be paid by the Company.

#### DEFINITIONS

As used in this Policy, unless otherwise noted, the singular of any definition includes the plural, and the plural of any definition includes the singular:

1. **Accident or Accidental** means a sudden, unforeseen and involuntary event caused by external, visible & violent means.
2. **Ankylosis** means stiffness of a joint, resulting out of an injury or disease.
3. **Any one illness** means continuous Period of illness and it includes relapse within 45 days from the date of last consultation with the Hospital/Nursing Home where treatment may have been taken.
4. **Emergency Assistance Provider** means the assistance Company with whom the Company contracts, as an independent contractor, to provide travel-related emergency assistance services. The contact details are as mentioned on the Policy Schedule.
5. **Beneficiary** in case of death of the Insured, the beneficiary means the legal heirs or nominees.
6. **Bodily Injury** means physical, external, Accidental bodily injury occurring suddenly in time and resulting solely and independently of any other cause or any physical defect or infirmity existing before the Period of Insurance.
7. **Cancellation** defines the terms on which the policy contract can be terminated either by the insurer or the insured by giving sufficient notice to other which is not lower than a period of fifteen days. The terms of cancellation may differ from insurer to insurer.
8. **Cashless facility** means the TPA/ Insurer may authorize upon the definition insured's request for the direct settlement of admissible claim as per agreed charges between Network hospitals and the TPA/ Insurer. In such cases, the TPA/ Insurer will directly settle all eligible amounts with the Network Hospitals and the Insured person may not have to pay any bills after the end of the treatment at hospital to the extent the claim is covered under the Policy.
9. **Civil War** means armed opposition, whether declared or not, between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups. Included in the definition: armed rebellion, revolution, sedition, insurrection, Coup d'Etat, the consequences of Martial law.
10. **Common Carrier** means any land, sea or air conveyance operated under a licence issued by a governmental authority having jurisdiction, for the transportation of fare paying passengers and which has fixed, established routes only.
11. **Company** means HDFC ERGO General Insurance Company Limited.
12. **Compensation** means Sum Insured, Total Sum Insured or percentage of the Sum Insured, as appropriate.
13. **Condition Precedent** shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.
14. **Congenital Anomaly** refers to a condition(s) which is present since birth, and which is abnormal with reference to form, structure or position.
  - a. **Internal Congenital Anomaly** which is not in the visible and accessible parts of the body is called Internal Congenital Anomaly.
  - b. **External Congenital Anomaly** which is in the visible and accessible parts of body is called External Congenital Anomaly.
15. **Contribution** is essentially the right of an insurer to call upon other insurers, liable to the same insured, to share the cost of an indemnity claim on a ratable proportion of Sum Insured. This clause shall not apply to any Benefit offered on fixed benefit basis.
16. **Checked-In Baggage** means the baggage handed over by the Insured and accepted by the Airline, (airline/ ferry Company) for transportation in the same Air Line in which the Insured is going to travel and for which the Air Line has issued a baggage receipt to the Insured.
17. **Co-Payment** means a cost-sharing requirement under a health insurance policy that provides that the policyholder/ insured will bear a specified percentage of the admissible claim amount. A co-payment does not reduce the sum insured.
18. **Daily Activities** means activities such as, but not limited to, cooking and/or taking of food, discharging of urine and/or faeces, getting dressed or undressed, washing and taking a bath, walking and general living activities.
19. **Daily Benefit** means the amount payable for every twenty-four (24) continuous hours an Insured is in Hospital as an in-patient up to the maximum number of days stated in the Schedule.
20. **Date of Loss:**
  - a. for Accident means the date of the Accident.
  - b. for all other benefits means the date the event happened that leads to an alleged claim.
  - c. for Sickness means the first date of diagnosis.
21. **Day** means a continuous period of twenty-four (24) hours.
22. **Day care treatment** refers to medical treatment, and/or surgical procedure which is:
  - a. undertaken under General or Local Anesthesia in a hospital/ day care centre in less than 24 hrs because of technological advancement, and
  - b. which would have otherwise required a hospitalization of more than 24 hours.
23. **Day Care Centre** means any institution established for day care treatment of illness and/ or injuries or a medical setup within a hospital and which has been registered with the local authorities, wherever applicable, and is under the supervision of a registered and qualified medical practitioner AND must comply with all minimum criteria as under:
  - a. has qualified nursing staff under its employment
  - b. has qualified medical practitioner (s) in charge
  - c. has a fully equipped operation theatre of its own where surgical procedures are carried out
  - d. maintains daily records of patients and will make these accessible to the Insurance company's authorized personnel.
24. **Deductible** is a cost-sharing requirement under a health insurance policy that provides that the insurer will not be liable for a specified rupee amount in case of indemnity policies and for a specified number of days/hours in case of hospital cash policies which will apply before any benefits are payable by the insurer. A deductible does not reduce the Sum Insured.
25. **Dental treatment** is treatment carried out by a dental practitioner including examinations, fillings (where appropriate), crowns, extractions and surgery excluding any form of cosmetic surgery/implants.
26. **Dependent Child** A dependent child refers to a child (natural or legally

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- adopted), who is financially dependent on the primary insured or proposer and does not have his/ her independent sources of income. means an unmarried dependent child ordinarily residing with the Insured between the ages of three (3) months and up to and including the age of eighteen (18) years, or up to and including the age of twenty-one (21) years if in full time education at an accredited tertiary Educational institution at the time of the Date of Loss, including legally adopted and step-children, of an Insured or the Spouse of an Insured.
- 27. Disclosure to information norm:** The Policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis description or non disclosure of any material fact.
- 28. Disease** means an illness, disorder or ailment suffered by the Insured and certified by a Physician or Surgeon.
- 29. Emergency Care** means management for a severe illness or injury which results in symptoms which occur suddenly and unexpectedly, and requires immediate care by a medical practitioner to prevent death or serious long term impairment of the insured person's health.
- 30. Foreign War** means armed opposition, whether declared or not between two countries.
- 31. Franchise** means an amount stated in the Schedule as a percentage or a fixed amount for which the Company will not be responsible if the claim falls below such percentage or fixed amount, or a period of time for which the Company will not be responsible unless the period of time has expired.
- 32. Hospitalisation** means admission in a Hospital for a minimum period of 24 In patient Care consecutive hours except for specified procedures/ treatments, where such admission could be for a period of less than 24 consecutive hours.
- 33. Hospital** means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and Regulation) Act, 2010 or under the enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:
- has at least 10 inpatient beds, in those towns having a population of less than 10,00,000 and 15 inpatient beds in all other places;
  - has qualified nursing staff under its employment round the clock;
  - has qualified medical practitioner(s) in charge round the clock;
  - has a fully equipped operation theatre of its own where surgical procedures are carried out.
  - maintains daily records of patients and will make these accessible to the Insurance company's authorized personnel.
- 34. Illness** means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment.
- Acute Condition** - Acute condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/ illness/ injury which leads to full recovery.
  - Chronic Condition** - A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:—it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and /or tests—it needs ongoing or long-term control or relief of symptoms— it requires your rehabilitation or for you to be specially trained to cope with it—it continues indefinitely—it comes back or is likely to come back.
- 35. Immediate Family/ Immediate Family Member** means an Insured's Spouse; children; parents; who reside in the same country as the Insured.
- 36. Intensive Care Unit** means an identified section, ward or wing of a hospital which is under the constant supervision of a dedicated medical practitioner(s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards.
- 37. Inpatient Care** means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.
- 38. Insured Journey** means a trip commencing during the Period of Insurance. The Company agrees to continue the insurance for an Insured who commences an Insured Journey before the Policy Expiration Date, on the proviso that premium has been paid for such Insured Journey and the return trip is within two years after the Insured Journey commences.
- 39. Insured** means anyone student over the age of sixteen (16) years and aged thirty five (35) years old or younger, except when the Company, at its sole discretion, accepts anyone over 35 years old, for whom premium has been paid and who is identified in the Schedule as an Insured.
- 40. Injury** means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner.
- 41. Medical Advise** means any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription.
- 42. Medical Expenses** means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.
- 43. Medically necessary treatment** is defined as any treatment, tests, medication, or stay in hospital or part of a stay in hospital which
- is required for the medical management of the illness or injury suffered by the insured;
  - must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
  - must have been prescribed by a medical practitioner;
  - must conform to the professional standards widely accepted in international medical practice or by the medical community in India.
- 44. Medical Treatment** means a Physician's medical advice, treatment, consultations, and prescribed or remedial attention.
- 45. Medical practitioner/ Physician** means a person currently legally licensed and registered to practise medicine in the jurisdiction of laws, other than
- an Insured under this Policy;
  - an Insured's employer or business partner;
  - an employee of the Insured; or
  - an Immediate Family of the Insured. For purposes of this definition only, the term Immediate Family Member shall not be limited to natural persons resident in the same country as the Insured.
- 46. Network:** All such hospitals, day care centers or other providers that the insurance company/TPA have mutually agreed with, to provide services like cashless access to policyholders. The list is available with the insurer/TPA and subject to amendment from time to time.
- 47. Non- Network:** Any hospital, day care centre or other provider that is not part of the network.
- 48. Notification of claim** is the process of notifying a claim to the insurer or TPA by specifying the timelines as well as the address/ telephone number to which it should be notified.
- 49. OPD treatment** is one in which the Insured visits a clinic/ hospital or associated facility like a consultation room for diagnosis and treatment based on the advice of a Medical Practitioner. The Insured is not admitted as a day care or in-patient.
- 50. Operative Time** means the time that the insurance is effective as stated on the Schedule.
- 51. Period of Insurance** means the Operative Time stated in the Schedule, commencing on or after the Policy Effective Date and terminating on or before the Policy Expiration Date.
- 52. Permanent Total Disablement** means disablement, as the result of a Bodily Injury, which:

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- a. continues for a period of twelve (12) consecutive months, and
  - b. is confirmed as total, continuous and permanent by a Physician after the twelve (12) consecutive months, and
  - c. entirely prevents an Insured from engaging in or giving attention to gainful occupation of any and every kind for the remainder of his/her life.
- 53. Pre-Existing Disease** 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 to prior to the first policy issued by the insurer.
- 54. Reasonable & Customary charges** means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services, taking into account the nature of the illness/ injury involved.
- 55. Room Rent** Means the amount charged by a hospital for the occupancy of a bed on per day (24 hours) basis and shall include associated medical expenses.
- 56. Sickness** means any fortuitous somatic illness or disease which, arises out of or is caused by a condition or defect for which medical treatment was recognised, advised, sought out, or should have reasonably sought out, or received at any time during the Period of Insurance.
- 57. Subrogation** shall mean the right of the insurer to assume the rights of the insured person to recover expenses paid out under the policy that may be recovered from any other source.
- 58. Surgery or Surgical Procedure** means manual and/ or operative procedure (s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a hospital or day care centre by a medical practitioner.
- 59. Student** means a person attending an accredited college or university either as a part time or a full time student following the effective date of the policy.
- 60. Sum Insured** means the amount stated in the Table of Benefits in the Schedule as the Total Sum Insured, or limited to the specific insurance details in any Section of this Policy.
- 61. Terrorism** means activities against persons, organizations or property of any nature:
1. that involve the following or preparation for the following:
    - a. use or threat of force or violence; or
    - b. commission or threat of a dangerous act; or
    - c. commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and
  2. when one or both of the following applies:
    - a. the effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
    - b. it appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
- 62. Total Number of Travel Days** means the maximum number of days Insured under the Policy.
- 63. Educational Institution** shall mean any school, vocational institute, polytechnic, college, university or institute or higher learning which is duly licensed by the government/ university of the respective Country to provide educational services by trained services or qualified teacher and where the Insured is registered as a full-time/part time student.
- 64. Sponsor** as used in the policy shall mean any individual responsible for paying the tuition fees of the student of his full time study in a registered educational institution outside of his home country.
- 65. Service Provider** means any person, organization or institution that provides services to the Insured for an Insured event, is covered under this policy and

that is liable to be paid by the Company.

- 66. Sound Natural Teeth** means natural teeth that are either 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.
- 67. Trip** means booked and planned travel out of, and back to, India.
- 68. Trip Duration** means the length of time period commencing from the date when the Insured travels out of India and ending on the date of return of the Insured to India, both days inclusive and calculated according to Indian Standard Time (IST).
- 69. Unproven/ Experimental treatment** means a treatment, including drug Experimental therapy, which is based on established medical practice in India, is treatment experimental or unproven.
- 70. Valuables** means photographic, audio, video, computer and any other electronic equipment, telecommunications and electrical equipment, telescopes, binoculars, antiques, watches, jewellery, furs and articles made of precious stones and metals.

#### GENERAL CONDITIONS

1. Insurance in respect of an Insured Person will begin under this Policy on the first Day of the Insured Journey after the date all if the following are true:
  - a. this Policy is in force;
  - b. the Insured is eligible to be Insured;
  - c. the required premium has been paid to and realized by the Company; and
  - d. the Company has approved the Insured's proposal for this insurance.
2. This Policy shall be governed by the laws of India and the courts in India shall have, jurisdiction in respect of any dispute or difference arising hereunder or in relation to this Policy.
3. This policy shall be voidable at the option of the Company in the event of misrepresentation, mis description or non-disclosure of any material particular by the Insured, in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld. any person who, knowingly and with intent to defraud the insurance Company or other persons, files a proposal for insurance containing any false information, or a claim being fraudulent or any fraudulent means or devices being used by the Insured or any one acting on his behalf to obtain any benefit under this policy/ or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act which will render the policy voidable at the insurance Company's sole discretion and result in a denial of insurance benefits of a claim is in any respect fraudulent, or if any fraudulent or false plan, specification, estimate, deed, book, account entry, voucher, invoice or other document, proof or explanation is produced, or any fraudulent means or devices are used by the Insured, Insured, beneficiary, claimant or by anyone acting on their behalf to obtain any benefit under this policy, or if any false statutory declaration is made or used in support thereof, or if loss is occasioned by or through the procurement or with the knowledge or connivance of the Insured, beneficiary, claimant or other person, then all benefits under this policy are forfeited.
4. Where the Insured is required in Terms of this Policy to perform any act or comply with any obligation timely performance or compliance shall be a condition precedent to the Company's liability hereunder.
5. The Policy may be terminated at any time before the commencement of the Risk Period, by giving Company, written notice and the Policy shall terminate. If no claim has been made under the Policy, the Company will deduct Rs. 250 as cancellation charges and will refund the premium paid.

The Company may at any time terminate this Policy on grounds of misrepresentation, fraud, non-disclosure of material facts or non-co operation by the Insured or any Insured Person or anyone acting on behalf of an Insured Person upon 15 days notice by sending an endorsement to the address shown in the Schedule without refund of premium.

Subject only to 6) below a Short Term Policy will automatically terminate at the end of the Policy Period and shall not be renewed.
6. Extension of the Policy:

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The Company may at its sole and absolute discretion extend a Short Term Policy once during the Risk Period, provided that:

1. The Company receives a declaration of the health of the Insured Person, specifying any health symptoms or conditions suffered by the Insured Person during the Risk Period.
2. The Company receives the request from the Insured or anyone acting on behalf of an Insured Person for extension of the Policy and the applicable premium before the expiry date of the Policy Period.
3. The Insured Person has not made a claim before the Company receives the request for extension of the Policy.
4. Provided that the entire policy period along with Extension does not exceed 2 years.

We are under no obligation to extend the Policy or to extend the Policy on the same terms whether as to premium or otherwise.

#### Fraud Warning:

Any person who, knowingly and with intent to defraud the company or other person, files a proposal for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act which will render the policy voidable at the company's sole discretion and result in a denial of insurance benefits.

If a claim is in any respect fraudulent, or if any fraudulent or false plan, specification, estimate, deed, book, account entry, voucher, invoice or other document, proof or explanation is produced, or if any fraudulent means or devices are used by the insured, insured, beneficiary, claimant or by anyone acting on their behalf to obtain any benefit under this policy, or if any false statutory declaration is made or used in support thereof, or if loss is occasioned by or through the procurement or with the knowledge or connivance of the insured, insured, beneficiary, claimant or other person, then all benefits under this policy are forfeited.

#### Subrogation:

Applicable to Sections as mentioned: Emergency Medical Expenses, Loss of Passport, Loss of Checked Baggage, Delay of Checked Baggage, Personal Liability, Bail Bond, Inpatient medical expenses related to pregnancy, Treatment of Mental & Nervous Disorders including alcoholism & drug Dependency and Cancer Screening & Mammography Examinations.

You and/or any Insured Persons shall at Your own expense do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by Us for the purpose of enforcing and/or securing any civil or criminal rights and remedies or obtaining relief or indemnity from any other party to which We are or would become entitled upon Us making reimbursement under this Policy, whether such acts or things shall be or become necessary or required before or after Our payment. Neither You nor any Insured Person shall prejudice these subrogation rights in any manner and shall at Your own expense provide Us with whatever assistance or cooperation is required to enforce such rights. Any recovery We make pursuant to this clause shall first be applied to the amounts paid or payable by Us under this Policy and Our costs and expenses of effecting a recovery, where after We shall pay any balance remaining to You.

#### Other Insurance:

Applicable to Sections as mentioned: Emergency Medical Expenses, Loss of Passport, Loss of Checked Baggage, Delay of Checked Baggage, Personal Liability, Bail Bond, Inpatient medical expenses related to pregnancy, Treatment of Mental & Nervous Disorders including alcoholism & drug Dependency and Cancer Screening & Mammography Examinations.

If at the time when any claim arises under this Policy, there is in existence any other Policy effected by any Insured Person or on behalf of any Insured Person which covers any claim in whole or in part made under this Policy (or which would cover any claim made under this Policy if this Policy did not exist) then We shall not be liable to pay or contribute more than Our rateable proportion of the claim.

7. The titles of the various paragraphs of this Policy and any endorsements attached to this Policy are inserted solely for convenience of reference and do not limit or affect in any way the provisions to which they relate.
8. Notices: Any notice, direction or instruction given under this Insured shall be in writing and delivered by hand, post, or facsimile to:

In case of the Insured, at the address specified in the Schedule.

In case of the Company at:

#### HDFC ERGO General Insurance Company Limited

6th Floor, Leela Business Park,  
Andheri Kurla Road  
Andheri (East), Mumbai – 400 059, India  
Tel.: 91 22 66383600  
Fax: 91 22 66383699

9. Valuation and Foreign Currency: All premiums benefit amounts, loss, and other amounts under this Policy are expressed and payable in Indian currency. If judgement is rendered, settlement is denominated or any benefit, Sum Insured or element of loss is stated in a currency other than Indian Rupees, then payment under this Policy shall be made in Indian Rupees at the rate of exchange published by the Reserve Bank of India on the date the final judgement is entered, the amount of settlement is agreed upon or any benefit, Sum Insured or element of loss is due, respectively.
10. Electronic Transactions The Insured agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of the Policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time.

#### GENERAL CLAIMS PROVISIONS

1. Written notice of any occurrence which may give rise to a claim under this Policy must be given to the Company as soon as practicable and in any case within fifteen (15) Days after such occurrence.
2. Written Notice of Claim in the case of death of the Insured must be given to the Company by the beneficiary immediately, or within twenty one (21) days thereof as a condition preceding to liability.
3. If any treatment, consultation or procedure for which a claim may be made is required in an emergency, then the Company or Our TPA must be informed within 7 days of the beginning of such treatment, consultation or procedure.
4. In all other cases, the Company or Our TPA must be informed of any event or occurrence that may give rise to a claim under this Policy within 7 days of occurrence of event.
5. Complete, written proof of loss must be given to the Company within thirty (30) Days after the Date of Loss, or as soon as reasonably possible. Such proof of loss must contain:
  - i. the Policy Number,
  - ii. the preliminary medical report describing the nature and extent of all injuries or Sicknesses, and providing a precise diagnosis,
  - iii. all invoices, bills, prescriptions, Hospital certificates which will permit the Company to accurately determine the total amount of Medical Expenses (if applicable) incurred by the Insured,
  - iv. in the case where another party was involved (e.g. a car collision), the names, contact details and if possible insurance details of the other party,
  - v. in the case of death, an official death certificate, post-mortem certificate if applicable, police FIR or death report (as applicable in the country) succession certificate pursuant to the Indian Succession Act 1925, as amended, and any other legal documents establishing the identity of any and all beneficiaries,
  - vi. proof of age, where applicable,
  - vii. such other information as the Company may require to process the claim.
- a. If an Accident:
  - i. detailed circumstances of the Accident and the names of any witnesses,
  - ii. police reports concerning the Accident,
  - iii. the date a Physician was seen due to the Bodily Injury,



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- iv. the Physician's contact details
- b. If a Sickness:
  - i. the date symptoms of the Sickness began,
  - ii. the date a Physician was seen due to the Sickness,
  - iii. the Physician's contact details.

Applicable to a) and b)

- i. Diagnosis or physician's medical assessment of the injury/sickness and further treatments or tests

The Company shall base its assessment of the claim on the complete, written proof of loss.

- 6. The Company at its own expense shall have the right and opportunity to examine the Insured whose Bodily Injury or Sickness is the basis of a claim and as often as it may be reasonably required during the pendency of the claim and to make an autopsy in case of death, where it is not forbidden by law.
- 7. Medical advice of a Physician shall be sought and followed promptly on the occurrence of any Bodily Injury or Sickness and the Company shall not be liable for any part of any claim which in the opinion of a Physician appointed by the Company arises from the unreasonable or wilful neglect or failure of an Insured to seek and remain under the care of a Physician.
- 8. No claim may be brought under this Policy, nor may any legal action be brought against the Company to recover under such claim Punitive Damages are not covered.

No such legal action may be brought against the Company unless there has been full compliance with all the terms and conditions of this Policy. In the event of any failure to timely submit any claim or commence legal action with respect to any claim, all benefits under this Policy in respect of such claim shall be forfeited.

- 9. If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to arbitration in accordance with the Indian Arbitration and Conciliation Act 1996, as amended, and the making of an award shall be a condition precedent to any liability for the Company to make any payment under this Policy.
- 10. The Company will effect payment of covered claims subject to: i) the Company having received complete, written proof of loss and such other information as the Company may require to handle the claim; and ii) the premium for the Policy having been paid and the same having been realised by the Company. In such cases, the Company shall effect payment within 7 days.
- 11. The Company will settle the claim within 30 days from the date of receipt of necessary documents required for assessing the claim. In the event that we decide to reject a claim made under this policy, we shall do so within a period of thirty days of the survey report or the additional survey report, as the case may be. In case of delay of payment the Company will comply with the provisions of Protection of Policyholders' Interest Regulations 2002.
- 12. Where amounts recoverable from the Company are delayed pending finalisation of any claim, payments on account may be made to the Insured at the Company's discretion, on receipt by the Company of certification by a Physician appointed by the Company.
- 13. An Insured has the right to designate a beneficiary. All beneficiary designations shall be in writing, filed with the Insured, and provided to the Company at the time of claim and such other time as the Company may require.

The Insured, and no one else, has the right to change the beneficiary. The Insured does not need the consent of anyone to do so. Changes must be in writing, filed with the Insured and provided to the Company at the time of claim and such other time as the Company may require. The Company does not assume any responsibility for the validity of these changes.

Benefit shall be payable only to the Insured, his or her Beneficiary, or the Insured's legal personal representatives; whose receipt shall effectively discharge the Company.

- 14. In the event of a claim under this Policy, the Insured, and the Beneficiary, if applicable, must fully cooperate with the Company in its handling of the claim including, but not limited to, the timely submission of all medical and other

reports, and full Co operation with all physical examinations and autopsies that the Company may require.

- 15. The Company shall not be bound or be affected by any notice of any trust, charge, lien, or other dealing with or in relation to this Policy.

#### GENERAL EXCLUSIONS

The Company shall not be liable to pay any benefit in respect of any Insured in respect of:

- 1. Any Medical Expenses incurred when the specific purpose of a journey is to receive medical treatment or advice.
- 2. Any Medical Expenses incurred, the need of which arises out of a Pre existing Condition.
- 3. Any Medical Expenses incurred within the territorial limits that are not stated in the Schedule.
- 4. Exclusions Applicable to Bodily Injury or Sickness.
  - i. occasioned by Civil War or Foreign War.
  - ii. caused or provoked intentionally by the Insured.
  - iii. due to wilful or deliberate exposure to danger, (except in an attempt to save human life), intentional self-inflicted injury, suicide or attempt threat, or arising out of non-adherence to medical advice.
  - iv. sustained or suffered whilst the Insured is or as a result of the Insured being under the influence of alcohol or drugs or narcotics unless professionally administered by a Physician or unless professionally prescribed by and taken in accordance with the directions of a Physician.
  - v. Due to a gradually operating cause.
  - vi. Sustained whilst or as a result of participating in any sport as a professional player.
  - vii. Sustained whilst or as a result of participating in any competition involving the utilisation of a motorised land, water or air vehicle.
  - viii. Whilst the Insured is travelling by air other than as a fare paying passenger on an aircraft registered to an Airline Company for the transport of paying passengers on regular and published Scheduled routes.
  - ix. Whilst or as a result of participating or committing or attempting to commit a breach of law with criminal intent.
  - x. Caused by or arising from the conditions commonly known as Acquired Immunodeficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV) and/or any related illness or condition including derivatives or variations thereof howsoever acquired or caused.
  - xi. Caused by or arising from or due to venereal or venereal related disease.
  - xii. Sustained whilst or as a result of engaging in, practising for or taking part in training peculiar to any kind of violent labour disturbance, riot or civil commotion or public disorder.
  - xiii. Sustained whilst on service or on duty with or undergoing training with any military or police force, or militia or paramilitary organization, notwithstanding that the Bodily Injury occurred whilst the Insured was on leave or not in uniform.
- 5. For treatments for nervous or mental problems, whatever their classification, psychiatric or psychotic conditions, depression of any kind, or mental insanity.
- 6. Any pathological fracture.
- 7. For cures of any kind and all stays in long term care institutions (retirement homes, convalescence centers, centers of detoxification etc.)
- 8. For investigations, operations or treatment of a purely cosmetic nature; or for obesity; or undertaken to facilitate pregnancy or to cure impotence or to improve potency.
- 9. For Bodily Injury sustained whilst or as a result of active participation in any hazardous sport such as parachuting, hanggliding, parasailing, off-piste skiing or bungee jumping, skiing, jet skiing, paragliding, parachuting and racing of

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any type.

10. For Bodily Injury sustained as the result of Terrorism.
11. Nuclear Energy risks.
12. Injury caused by surgery.

**SECTION 1 : ACCIDENTAL DEATH**

If during the Period of Insurance an Insured sustains Bodily Injury which directly and independently of all other causes results in Death within twelve (12) months of the Date of Loss, then the Company agrees to pay to the Insured's Beneficiary or legal representative the Compensation stated in the Schedule.

**Specific Extensions:**

Disappearance: In the event of the disappearance of the Insured Person, following a forced landing, stranding, sinking or wrecking of a conveyance in which such Insured Person was known to have been travelling as an occupant, it shall be deemed after twelve (12) months, subject to all other terms and conditions of this Policy, that such Insured Person shall have died as the result of an Accident. If at any time, after the payment of the Accidental death benefit, it is discovered that the Insured Person is still alive; all payments shall be reimbursed in full to the Company.

**Specific Conditions:**

If applicable and if payment has been made under the Permanent Disablement Section, any amounts paid under that Section would be deducted from payment of a claim under this Section of the Policy.

**SECTION 2 : PERMANENT DISABLEMENT**

If during the Period of Insurance an Insured sustains Bodily Injury which directly and independently of all other causes results in disablement within twelve (12) months of the Date of Loss, then the Company agrees to pay to the Insured the Compensation stated in the specific Table of Benefits below, which is shown as the Table of Benefits in the Schedule.

**Specific Provisions**

Ankylosis of the fingers (other than thumb and forefinger) and of the toes (other than the big toe) shall be limited to fifty percent (50%) of the Compensation payable for the loss of the said members.

**Specific Conditions**

1. The insurance shall terminate for an Insured under this Section upon payment of a benefit equal to the Total Sum Insured.
2. The total amount payable in respect of more than one disablement due to the same Accident is arrived at by adding together the various percentages shown in the Table of Benefits, but shall not exceed the Total Sum Insured.
3. If an Insured dies as the result of the Bodily Injury any amount claimed and paid to an Insured under the Permanent Disablement Section will be deducted from any payment under the Accidental Death Section.

**Specific Definitions for Table (B)**

1. Limb means the hand above the wrist joint or foot above the ankle joint.
2. Loss of Hearing means the total and irrecoverable Loss of Hearing.
3. Loss of Mastication means the total and irrecoverable loss of ability to chew food.
4. Loss of Sight means the total and irrecoverable Loss of Sight. This is considered to have occurred if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.
5. Loss of Speech means the total and irrecoverable Loss of Speech.
6. Loss used with reference to Limb means the loss by physical severance or the total and permanent loss of use of such Limb.
7. Loss used with reference to Limb and/or fingers, thumbs or toes, means the loss by physical severance or the total and permanent loss of use of said member.

**TABLE OF BENEFITS – TABLE (B)**

The Disablement	Compensation Expressed as a Percentage of Total Sum Insured
1) Permanent Total Disablement	100%
2) Permanent and incurable insanity	100%
3) Permanent Total Loss of two Limbs	100%
4) Permanent Total Loss of Sight in both eyes	100%
5) Permanent Total Loss of Sight of one eye and one Limb	100%
6) Permanent Total Loss of Speech	100%
7) Complete removal of the lower jaw	100%
8) Permanent Total Loss of Mastication	100%
9) Permanent Total Loss of the central nervous system or the thorax and all abdominal organs resulting in the complete inability to engage in any job and the inability to carry out Daily Activities essential to life without full time assistance	100%
10) Permanent Total Loss of Hearing in both ears	75%
11) Permanent Total Loss of one Limb	50%
12) Permanent Total Loss of Sight of one eye	50%

**Special Condition**

1. In the event of partial loss or impairment of the function of one of the above parts of the body or senses, the appropriate proportion of the percentage stated in the Table of Benefits will be considered for payment.
2. If the accident affects any physical or mental function, which was already impaired beforehand, a deduction will be made equal in amount for this prior disablement.
3. If the Insured dies for a reason unconnected with the accident within a year of the accident for whatever reason, and if a claim for disablement payment had arisen, then the payment will be made in accordance with the degree of disablement which would have been expected to exist from the findings of the last medical examination made.

In the event of permanent disablement, the Insured will be under obligation to authorize doctors providing treatments or giving expert opinion and any other authority to supply the Company any information that may be required and if these obligations are not met with, due to any reason the Company shall be relieved of its liability to pay.

**Specific Exclusions applicable to Accidental Death and Permanent Disablement.**

1. Accidents due to mental disorders or disturbances of consciousness, strokes, fits or convulsions which affect the entire body and pathological disturbances caused by the mental reaction to the same.
2. Damage to health caused by curative measures, radiation, infection, poisoning except where these arise from an accident.
3. Any claim which arises out of an accident connected with the operation of an aircraft or which occurs during parachuting except when the Insured is flying as a passenger on a multi engine, commercial aircraft.
4. Any claim arising out of accident related to child birth, pregnancy, venereal diseases or infirmity.

**SECTION 3 : EMERGENCY MEDICAL EXPENSES**

If, during the Period of Insurance, an Insured sustains Bodily Injury or sudden unexpected Sickness, incurred overseas which are not due to a pre existing condition, then the Company will pay the necessary Usual and Reasonable Medical Expenses, incurred after the Insured has been admitted to a hospital up to the Sum Insured stated in the Schedule. The Deductible or Franchise, if applicable, shall be deducted from the Compensation payable.

**Specific Conditions**

1. Medical Expenses shall include and be limited to the following services:
  - a. charges for semi-private room and board in a hospital, use of the operating room, emergency room, and Ambulatory Medical Centre.

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- b. Out patient treatment, provided, the same is critical and cannot be deferred till the Insured's return to India.
  - c. Medical aid that is prescribed by a Physician as necessary part of the treatment for broken limbs or injuries (e.g. plaster casts, bandages and walking aids). Radiotherapy, heat therapy or photo therapy and other such treatment prescribed by a Physician.
  - d. X-Ray, diagnostic test, provided these pertain to the diagnosed diseases due to which hospitalization was deemed necessary.
  - e. Cost of transportation, including necessary medical care en-route, by recognized emergency service providers for medical attention at the nearest hospital or at the nearest Physician.
  - f. Usual and reasonable Medical Expenses including cost of medicines or drugs as prescribed by the physician and Physician's fees.
2. If a Insured has other insurance against a loss covered by this Section, then the Company shall not be liable for a greater proportion of the loss than the applicable benefit under this Section bears to the total applicable benefit under all such insurance.

#### Specific Definitions

1. Ambulatory Medical Centre means a licensed facility providing ambulatory surgical or medical treatment, other than a Hospital, clinic or Physician's office.
2. Usual and Reasonable Medical Expenses means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services, taking into account the nature of the illness / injury involved.

#### Specific Exclusions

The Company shall not be liable to pay any benefit in respect of any Insured:

1. any Medical Expenses incurred where an Insured Journey is undertaken against the advice of a qualified licensed medical practitioner.
2. any medical treatment, drugs or medicines, prescribed or applied, before the Period of Insurance.
3. any dental work.
4. Treatment, which could reasonably be delayed until the Insured's return to the Republic of India. The question of what can or what cannot be reasonably delayed will be decided jointly by the treating Physicians and qualified personnel from the Emergency Assistance Provider as the case may be.
5. Treatment of orthopedic, degenerative or oncological diseases, unless the medical assistance provided abroad involves unforeseen emergency measures to save the Insured's life or measures solely designed to relieve any acute pain.
6. For charges in excess of reasonable and customary charges as per the determination by the Emergency Assistance Provider, as the case may be.
7. Any costs incurred in connection with cancer treatment, unless the medical assistance provided abroad involves unforeseen emergency measures to save the Insured's life or measures solely designed to relieve acute pain.
8. Plastic surgery or cosmetic surgery unless necessary as a part of medically necessary treatment certified by the attending Medical Practitioner for reconstruction following an Accident, Cancer or Burns.
9. Any costs incurred in connection with rest cures or recuperation at a spa or health resort, sanatorium, convalescence home or similar institution.
10. Pregnancy (including voluntary termination), miscarriage (except as a result of an Accident or illness or disease), maternity or birth (including caesarean section). Case of any consequences thereof unless the medical assistance provided abroad involves unforeseen emergency measures to save the Insured's or the child's life in the event of acute complications, provided the Insured pregnant woman has not completed the age of 35 years and also that the 30th week of the pregnancy is not yet completed. Except ectopic pregnancy.
11. Medical treatment of typical symptoms suffered during pregnancy and their consequences, including changes in other chronic conditions as a result of pregnancy.

12. Any medical check-ups during pregnancy or treatment of the pregnancy.
13. Rehabilitation and/or physiotherapy or the costs of prostheses/prosthetics (artificial limbs) etc.

The following covers have been included in the Medical Expenses cover for the 'Plus' plans only and are not separate benefits, subject to the terms and conditions mentioned below. All mentions of these in the policy document are considered to be deleted in entirety and amended as follows:

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

subject to a maximum of 7 days

#### EMERGENCY TRAVEL BENEFITS INCLUDED IN EMERGENCY MEDICAL EXPENSES

The benefits below will only be Insured as part of the Emergency Medical Expenses and if contact has been made with the Emergency Assistance Provider. Contact must be made prior to any arrangements being made for such benefits.

1. **Medical Evacuation:** If the Insured is unable to continue his/ her journey after a Hospital stay or medical treatment due to Bodily Injury or Sickness, then the Company agrees to pay the actual costs or the Total Sum Insured stated in the Schedule, whichever is the lesser, for the repatriation of the Insured back to the Insured's Country of Residence or Country of Citizenship (for Operative Times within the country of residence, the Insured will be returned to his/ her home town). If the gravity of the situation so dictates, then the Company will pay for appropriate medical authorities to accompany the Insured during the return journey.
2. **Body Repatriation:** If during the Period of Insurance, an Insured dies as the result of Bodily Injury or Sickness then the Company agrees to pay the actual costs or the Total Sum Insured stated in the Schedule, whichever is the lesser, for the repatriation of the corpse of the Insured to his/ her Country of Residence or Country of Citizenship (for Operative Times within the country of residence, the corpse will be returned to his/ her home town).

#### Specific Conditions

1. The decision on the most appropriate means, timing and course of action belongs to the Emergency Assistance Provider only.
2. If a Insured has other insurance against a loss covered by this Section, then the Company shall not be liable for a greater proportion of the loss than the applicable benefit under this Section bears to the total applicable benefit under all such insurance.

#### Specific Exclusions

The Company shall not be liable to pay any benefit in respect of any Insured:

1. if an Insured or anyone acting on behalf of an Insured has not contacted the Emergency Assistance Provider, prior to any arrangements that may give rise to a claim under this Section.
2. any Medical Expenses incurred where an Insured Journey is undertaken against the advice of a qualified licensed medical practitioner.
3. any Medical Expenses incurred when the specific purpose of a journey is to

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receive medical treatment or advice.

#### SECTION 4: EMERGENCY DENTAL TREATMENT

If during the Period of Insurance an Insured sustains Bodily Injury or Acute Pain which directly and independently of all other causes results in necessary emergency dental work such as expenses incurred on acute anaesthetic treatment of a natural tooth or teeth during a trip abroad, then the Company agrees to pay for such costs up to the Total Sum Insured stated in the Schedule. The Deductible or Franchise, if applicable, shall be deducted from the Compensation payable.

##### Specific Conditions

If a Insured has other insurance against a loss covered by this Section, then the Company shall not be liable for a greater proportion of the loss than the applicable benefit under this Section bears to the total applicable benefit under all such insurance.

##### Specific Definitions

Acute Pain means unexpected and sudden pain that requires immediate treatment.

##### Specific Exclusions

The Company shall not be liable to pay any benefit in respect of any Insured for:

1. Permanent crowns or artificial teeth.
2. Treatment, which could reasonably be delayed until the Insured's return to the Republic of India. The question of what can or what cannot be reasonably delayed will be decided jointly by the treating physicians and qualified personnel from the Emergency Assistance Provider as the case may be.
3. Treatment of orthopedic, degenerative or oncological diseases, unless the medical assistance provided abroad involves unforeseen emergency measures to save the Insured's life or measures solely designed to relieve any acute pain.
4. Plastic surgery or cosmetic surgery unless necessary as a part of medically necessary treatment certified by the attending Medical Practitioner for reconstruction following an Accident, Cancer or Burns.
5. Any costs incurred in connection with rest cures or recuperation at a spa or health resort, sanatorium, convalescence home or similar institution.

#### SECTION 5: LOSS OF CHECKED BAGGAGE

If, during the Period of Insurance, the Baggage, Personal Documents and/ or Personal Effects that have been checked in on the same Air Line as a traveling Insured, are damaged or lost, then the Company will reimburse the Insured the cost of replacement of the articles for any amount up to the Total Sum Insured stated in the Schedule. The Deductible, if applicable, shall be deducted from the Compensation payable.

##### Specific Conditions

1. The Company will compensate the Insured for the market value of checked-in baggage in the event of total and complete loss of such checked-in baggage caused by an Air Line (i.e. airline, ferry Company etc.) up to the limits stipulated in the Schedule provided that:
  - a. Maximum amount payable per checked-in bag, in case more than one bag has been checked-in is 50 % per bag or 10% per article, of the applicable Sum Insured, whichever is lower. If only one bag is checked-in, the amount payable is maximum 100% of the applicable Sum Insured.
  - b. Insured has provided all reports, documents and other details concerning the loss to the Third Party Administrator. For the purposes of this Benefit, "market value" is the sum required to purchase new items of the same kind and quality less an amount representing wear and tear, usage, etc. at the time of loss.
2. In the event that the Company makes any payment or reimbursement under this benefit, it is a condition of such payment that any recovery from any Air Line by the Insured, or on behalf of the Insured, under the terms of the Convention for the Unification of Certain Rules Relating to International Carriage by Air, 1929 ("Warsaw Convention") shall become the property of the Company.
3. If a Insured has other insurance against a loss covered by this Section, then the Company shall not be liable for a greater proportion of the loss than the

applicable benefit under this Section bears to the total applicable benefit under all such insurance.

##### Specific Definitions

Personal Documents means an Insured's identity card (if applicable), ration card, voter identity card, passport, driving licence and car licence.

##### Specific Claims Provisions

In the event of a claim the Insured must:

1. give immediate written notice:
  - a. to the relevant Air Line in the event of loss or damage in transit;
  - b. to the relevant police authority in the event of loss or theft;
2. submit a copy of the relevant Air Line or police report when a claim is made;
3. obtain a Air Line or police report where the loss occurred;
4. in the event of loss by an Air Line, retain original tickets and baggage slips and submit them when a claim is made;
5. submit original purchase receipts in the event of claims regarding goods purchased during the Insured Journey; and
6. for claims involving jewellery, submit original or certified copies of valuation certificates issued prior to the commencement of the Period of Insurance, when a claim is made.

For purposes of any claim hereunder:

1. a pair of skis, ski boots and accessories shall be regarded as one item;
2. bottles of perfume, aftershave, and make up shall together be regarded as one item;
3. the equipment and accessories of any sport that an Insured takes on a trip shall be regarded as one item.

##### Specific Exclusions

The Company shall not be liable to pay any benefit in respect of any Insured for:

1. loss of cash, valuables, securities, tickets, bank or currency notes, cheques, debit or credit cards or unauthorized use thereof, postal orders, travellers cheques, travel tickets, securities of any kind and petrol or other coupons.
2. mechanical or electrical breakdown or derangement or breakage of fragile or brittle articles, or damage caused by such breakage unless caused by fire or by Accident to the conveying vehicle.
3. destruction or damage due to wear and tear, moth or vermin.
4. baggage, clothing and personal effects despatched as unaccompanied baggage.
5. theft from a motor vehicle unless the property is securely locked in the boot and entry to such vehicle is gained by visible, violent and forcible means.
6. loss or damage to sports equipment whilst in use, contact lenses, samples, tools.
7. for loss, destruction, or damage due to delay, confiscation or detention by order of any government or Public Authority.
8. for loss, destruction or damage directly occasioned by pressure waves, caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
9. for loss, destruction or damage caused by any process of cleaning, dyeing, repairing or restoring.
10. for loss, destruction, or damage caused by atmospheric or climatic conditions or any other gradually deteriorating cause.
11. a claim involving animals.
12. loss, including but not limited to loss by theft, or damage to vehicles or other accessories.



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13. for any loss that is not reported either to the appropriate police authority or transport Air Line within twenty four (24) hours of discovery or if the Air Line is an Air Line if a property irregularity report is not obtained.
14. baggage and/or personal effects sent under an airway-bill or bill of lading.
15. computer equipment, cameras, musical instruments, radios and portable radio/ cassette/ compact disc players and any other electronic equipment.
16. contact lenses, glasses, hearing aids or bridges or dentures for a tooth or teeth.
17. loss of property unless a Property Irregularity Report or other report usually issued by Air Lines in the event of loss of checked in baggage has been procured and submitted to the Company.
18. any partial loss of the items contained within the checked-in baggage.
19. items contained within the checked-in baggage, which are valued in excess of US \$ 100 without appropriate proof of ownership.
20. loss due to complete/ partial damage of the checked-in baggage.
21. any checked-in baggage loss in the Republic of India.
22. any exclusion mentioned in the 'General Exclusions' section of this Policy.

#### SECTION 6: DELAY OF CHECKED BAGGAGE

If, during the Period of Insurance, the baggage and/or personal effects owned by or in the custody of an Insured is delayed or misdirected for more than the Deductible stated in the Schedule, then the Company will reimburse the Insured the cost of only essential personal effects up to the Sum Insured stated in the Schedule.

##### Specific Conditions

1. In case of delay of checked baggage, delay of first 12 hours is not covered, post which \$10 per 8hours will be paid subject to submission of bills and payment receipts.
2. The baggage and/ or personal effects must have been checked in as registered baggage by the airline operating under a licence issued by a governmental authority having jurisdiction for the transportation of fare paying passengers on fixed established routes, for any benefit to be payable under this Section.
3. If upon further investigation it is later determined that the baggage and/or personal effects has been lost, then any amount claimed and paid to an Insured under the Baggage Delay Section will be deducted from any payment under the Baggage Loss Section.
4. An Insured shall exercise all reasonable measures and precautions for the safety of, and recovery of, any property Insured hereunder. Notification of any apparent delay to baggage must be made immediately to the airline concerned.
5. If Insured has other insurance against a loss covered by this Section, then the Company shall not be liable for a greater proportion of the loss than the applicable benefit under this Section bears to the total applicable benefit under all such insurance.
6. If the Insured receives any form of compensation from the Air Line in the form of vouchers, tickets or coupons, then these items will be surrendered to the Company.

##### Specific Exclusions

The Company will not indemnify the Insured for delayed baggage as a result of the following:

1. chartered flights, unless such flights are registered in the International Data System.
2. confiscation of baggage by customs or any government authority.
3. purchases made after arriving in the final destination mentioned on the Air Line ticket.
4. baggage and/or personal effects sent under an airway-bill or bill of lading.
5. delays due to a strike or industrial action existing or announced before the start of the journey.

6. delays due to withdrawal of aircraft from service by any civil aviation authority of which notice had been given before the start of the journey.
7. any delays of the return journey.

#### SECTION 7: LOSS OF PASSPORT

The Company shall compensate the Insured for the loss of passport during a Trip abroad but not exceeding the Sum Insured for the coverage as mentioned in the Schedule hereto. In the event that the passport belonging to the Insured is lost, the Company will reimburse the Insured for actual expenses necessarily and reasonably incurred in connection with obtaining a duplicate or fresh passport.

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

##### Specific exclusions

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

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

#### SECTION 8: PERSONAL LIABILITY

The Company will compensate the Insured in the event the Insured becomes legally liable to a third party under statutory liability provisions in private law for an incident which results in death, injury or damage to the health of such third party or damage to his/her properties, but not exceeding the Sum Insured specified in the Schedule to this Policy and provided the incident occurs during the Period of Insurance and whilst on a Trip abroad.

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

##### Specific Conditions

1. If a Insured has other insurance against a loss covered by this Section, then the Company shall not be liable for a greater proportion of the loss than the applicable benefit under this Section bears to the total applicable benefit under all such insurance.
2. The Total Sum Insured is the total amount payable for Property Damage and Medical Expenses combined, not for each one.
3. The Company shall be responsible for contesting unjustified claims against the Insured and providing indemnity for damages, which the Insured has to pay. For indemnity to be provided against damages, the damages must be payable under an acceptance of liability given or approved by the Company or under a judicial decision rendered by a court of law.
4. If there is a legal action in process against the Insured over a personal liability issue, the Company may conduct the legal action, including appointment of legal counsel, at the Company's expense in the name of the Insured at the Company's sole discretion.
5. The Company will have the right, but in no case the obligation, to take over and conduct in the name of the Insured the defence of any claim and will have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the defence of any claim, the Company may relinquish the same.
6. In the event the Company, in its sole discretion, chooses to exercise its right in pursuance of this condition, no action taken by the Company in the exercise of such right will serve to modify or expand in any manner, what the Company's liability or obligations under this Policy would have otherwise been had it not

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exercised its rights under this condition.

#### Specific Definitions

1. Medical Expenses means reasonable charges for medical, surgical, X-ray, dental, ambulance, Hospital, professional nursing, prosthetic devices and funeral services.
2. Property Damage means physical injury to, destruction of or loss of use of tangible property.

#### Specific Exclusions

The Company will not be liable for any claims caused by or resulting either directly or indirectly from:

1. liability which is expected or intended by an Insured.
2. liability arising out of or in connection with a business/ contractual commitment engaged in by an Insured. 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.
3. liability arising out of the rental or holding for rental of any part of any premises or a motor vehicle of any kind by an Insured.
4. liability arising out of the rendering of or failure to render professional services.
5. liability arising out of a premises, watercraft or aircraft that is owned by, rented to or rented by an Insured.
6. liability arising out of the ownership, maintenance, use, loading or unloading of motor vehicles, all other motorised land conveyances, water craft or aircraft.
7. liability arising out of the transmission of a communicable disease by an Insured.
8. liability arising out of sexual molestation, corporal punishment, or physical or mental abuse.
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 government agency.
10. Property Damage to property owned, property rented to, occupied, or used by or in the care of an Insured.
11. Bodily Injury to any person eligible to receive any benefits voluntarily provided or required to be provided by an Insured under any worker's compensation law, non-occupational disablement law or occupational diseases law.
12. any claims or suits arising from any Immediate Family Member, Close Business Associate or an Immediate Family Member of a Close Business Associate against an Insured.
13. Any claim for liability arising directly or indirectly from or due
  - a. The possession of animals.
  - b. The ownership or possession of vehicles, aircrafts, water crafts, or activities of the Insured involving parachuting, hang-gliding, hot air ballooning or use of firearms.
  - c. Any wilful, malicious or unlawful act.
  - d. Insanity, the use of any alcohol/ drugs (except as medically prescribed) or drug addiction.
  - e. Any supply of goods or services on the part of the Insured.
  - f. Any ownership or occupation of land or buildings other than the occupation of any temporary residence.

#### SECTION 9: BAIL BOND

If the Insured is arrested or detained by the police/ judicial authorities of the place at which he has specified in the proposal form whilst abroad, and if the offence for which he is arrested or detained is bailable, then the amount upto the maximum specified against this benefit in the Schedule to the policy, will be provided to the appropriate authority/ court as the bail amount towards the arrest or detention, subject to the terms and conditions and the exclusions below.

#### Terms and Conditions:

The Company will pay or arrange to pay through the Assistance Service Provider to the court directly on behalf of the Insured, the bail amount. This cover would be for bailable offences only.

The Insured shall appear in the court on the date specified by the court for trial and judgment.

If the bail bond is forfeited due to the misconduct or negligence or any wrongful act of the Insured or otherwise by breach of the terms of such bail bond, the amount of the bail bond will be required to be repaid by the Insured to the Company within 1 month after the bail bond is forfeited and if the Company so deems necessary (whether on expiry of such 1 month or otherwise), the Insured will be liable to repay the bail amount together with the interest rate of 18% p.a. accruing from the date of payment by the Company to the court until receipt thereof from the Insured, and the costs and expenses reasonably incurred by the Company in such behalf.

In case of death of the Insured, at the first instance, the Immediate Family Member, and in case where there is no immediate Family Member, the sponsor, if any, will be liable to produce the death certificate or the necessary documents, as per the local law, in the court within 1 month (of such death) for the release of the bail amount to the Assistance Service Provider. In case they fail to do so, the Insured hereby agrees that the Company would have full right and authority to recover the bail amount from the estate of the Insured, or the parents/guardians of the Insured, and if applicable the Sponsor.

The amount will be released to the Company or the Assistance Service Provider by the court with which it was deposited as soon as the court releases the bail amount with which the deposit was deposited by the Company or the Assistance Service Provider.

#### Exclusions:

The Company shall not be liable to make any payment under this benefit in connection with or in respect of any expenses whatsoever incurred by the Insured in connection with or in respect of all non-bailable offences as per the local Law of the country in which the incident has taken place or occurred whilst the Insured's trip abroad or on account of any exclusion mentioned in the 'General Exclusions' section of this Policy.

#### SECTION 10: STUDY INTERRUPTION

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

#### Terms & Conditions:

The Study interruption has to arise on the following grounds:

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

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

#### Exclusions:

This Benefit does not cover any other loss, directly or indirectly, in whole or in part, including loss caused by or resulting from:

1. Routine physical check up and/ or any related thereto;
2. A trip, the purpose of which was to obtain medical care;
3. Plastic surgery or cosmetic surgery unless necessary as a part of medically necessary treatment certified by the attending Medical Practitioner for

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reconstruction following an Accident, Cancer or Burns.

4. Elective surgery
5. Any mental and nervous disorders, rest, cure, panic or stress of any kind;
6. Alcoholism or drug addiction, or use of any drug or narcotic
7. Any treatment provided by a family member;
8. Specific named hazards, hand gliding, mountaineering, rock climbing, sky diving, professional or amateur racing and piloting an aircraft, skiing, jet skiing, paragliding, parachuting and racing of any type.
9. Accidents due to mental disorders or disturbances of consciousness, strokes, fits or convulsions which affect the entire body and pathological disturbances caused by the mental reaction to the same.
10. Damage to health caused by curative measures, radiation, infection, poisoning except where these arise from an accident.
11. Any other claim after a claim for death has been admitted by the Company and becomes payable.
12. Any claim which arises out of an accident connected with the operation of an aircraft or which occurs during parachuting except when the Insured is flying as passenger on a multi engine, commercial aircraft.
13. Any claim due to pregnancy or childbirth, venereal disease, HIV or infirmity.
14. Any exclusion mentioned in the 'General Exclusions' section of this Policy.

#### SECTION 11: SPONSOR PROTECTION

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

##### Terms & Conditions:

In the event of injury to the Insured's Sponsor, as stated in the Enrolment Form, resulting in Death in any form, within 30 days from the date of accident, the Company shall reimburse the Insured the Tuition Fee incurred for the remaining period of this education up to the maximum limit stated in the Schedule of benefits. In the event of a claim, only the figures shown on official invoice(s) from the educational institution and voucher(s) of payment of the said Tuition fees, shall be used for calculating any reimbursement paid by the Company.

The claim would be payable by the Company upon submission of an official death certificate and a statement from a Physician stating cause of death, as proof of death, of the Sponsor, by the Insured. Simultaneous claims under 'study interruption' and 'sponsor protection' is not permitted.

##### Exclusions:

This Benefit does not cover any other loss, directly or indirectly, in whole or in part, including loss caused by or resulting from any exclusion mentioned in the 'General Exclusions' section of this Policy.

#### SECTION 12: COMPASSIONATE VISIT

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

##### Terms & Conditions:

In the event the Insured is Hospitalized for more than seven (7) consecutive days, and his medical condition forbids his repatriation and no adult member of his immediate family is present, the Company or the Assistance Service Provider, after obtaining confirmation of need for a companion from our panel doctor/ the Assistance Service Provider, will provide a round trip economy class air ticket, to allow one Immediate Family Member to visit the Insured, during the period of insurance.

Additionally, the Company will reimburse the cost of stay of one Immediate Family Member, up to the amount stated in the policy Schedule. In any event, the Company's total liability for round trip transport and for cost of accommodation and reasonable transportation shall not exceed the maximum amount stated in the Schedule under this Policy.

In the event parent(s), spouse/ child of the Insured is Hospitalized for more than (10)

consecutive days, the Company or the Assistance Service Provider, after obtaining confirmation of need for a companion from our panel doctor / the Assistance Service Provider, will provide a round trip economy class air ticket, or first class railway ticket, to allow the Insured to be at the bedside of his parent(s), spouse/ child for the duration of his/her stay in the hospital.

In any event, the Company's total liability for round-trip transport for the family member and round trip transport for the Insured and accommodation of the Family member and Insured shall not exceed the maximum amount stated in the Schedule under this Policy.

##### Exclusions:

This Benefit does not cover any other loss, directly or indirectly, in whole or in part, including loss caused by or resulting from any exclusion mentioned in the 'General Exclusions' section of this Policy.

#### 1. ATTACHMENT

**HDFC ERGO General Insurance Limited General Insurance Company Limited**  
6th Floor, Leela Business Park,  
Andheri-Kurla Road, Andheri (East),  
Mumbai 400059.  
India

##### Service Provider details

Service Provider operates a twenty-four (24) hour, seven (7) Days a week, toll-free emergency telephone assistance service. To access the emergency assistance services while travelling, please call one of the following emergency telephone number:

**E-mail: [hdfcergo@internationalisos.com](mailto:hdfcergo@internationalisos.com)**  
**Service Provider Contact Number: 011-41898872**  
**Fax No: 011-41898801**

In the event of a travel-related emergency, Service Provider will provide the following assistance services:

#### 1. Pre-Departure Services

- a. **Banking Facilities:** information on currencies, banking procedures and bank hours in the country of destination.
- b. **Car rental Agency Referral & Limousine Arrangements:** a referral to car rental companies in foreign countries.
- c. **Destination Information:** general information on the destination, normally via fax.
- d. **Foreign Exchange Information Services:** information concerning exchange rates of major foreign currencies.
- e. **Hotel Accommodation Referral:** the names, addresses, contact numbers of hotels in major foreign cities world-wide.
- f. **Inoculation Information Services:** information concerning inoculation requirements for foreign countries.
- g. **Travel Advisory Services:** information concerning foreign ministry health and security advisories and circulars.
- h. **Visa Information Service:** information concerning Visa requirements for foreign countries.
- i. **Weather Information Services:** weather forecasts and temperatures of foreign countries.

#### 2. Travel Assistance Services

- a. **Arrangement of a Bail Bond:** the arrangement of a bail bond in the event that an Insured has been arrested following a car Accident. The Emergency Assistance Provider will only arrange the financial guarantee if payment has been secured through an Insured's credit card or personal assets.
- b. **Arranging an Emergency Cash Advance:** assistance and will handle liaisons with banks to arrange a cash advance (s) to the Insured, subject to suitable guarantees.
- c. **Arranging for Replacement of Lost Passports:** assistance in contacting with consular authorities in case of the loss or theft of an

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Insured's passport, and arranging its replacement.

- d. **Arranging for Replacement of Lost Travel Documents:** assistance in replacing travel documents or tickets in the event of a theft or loss or emergency.
- e. **Car Rental:** arrangement of a rented car in the event of an emergency. Payment is for the account of the Insured.
- f. **Claims Assistance:** details to an Insured on how to correctly file a claim to the Company.
- g. **Embassy Referral:** the address, contact numbers, and office hours for appropriate embassies and consulates in an emergency.
- h. **Emergency Travel Services:** assistance in new travel arrangements and reservations in the event of pre-departure cancellation or interruption, curtailment or delay during the trip, or following a Hospital stay of the Insured.
- i. **Interpreter Referral:** the name, address, contact numbers and office hours for interpreters world-wide.
- j. **Interpreting Assistance:** an interpretation service over the telephone.
- k. **Legal Referral:** the name, address, contact numbers, and office hours of lawyers or legal practitioners where and when necessary.
- l. **Lost Luggage Assistance:** assistance for an Insured who has lost his or her luggage while travelling by contacting the appropriate authorities involved and advising the Insured who they should contact to recover their lost luggage.
- m. **Lost Travel Documents/ Credit Card Assistance:** directions on reporting the loss and requesting replacement in the event an Insured loses a travel document or credit card whilst abroad.
- n. **Restaurant Referral:** a referral to restaurants in major foreign cities.
- o. **Secretarial Services & Business Centres Referral:** wherever possible, a referral to secretarial services and business centres world-wide.

**3. Emergency Medical And Related Services**

- a. **Medical Advice Over the Phone:** medical advice over the telephone.
- b. **Medical Service Provider Referral:** information regarding Physicians, Hospitals, Clinics, Dentists when and where the Insured needs treatment.
- c. **Arrangement of Doctors Appointments:** assistance in arranging appointments for an Insured with medical service providers if necessary.
- d. **Replacement of Essential Medicine:** arrangement for the replacement of essential medicines, subject to local regulations.
- e. **Arrangement of Hospital Admission:** arrangements for Hospital admission when the medical condition of the Insured requires such action.
- f. **Guarantee of Medical Expenses Incurred During a Hospital stay:** a guarantee for the medical treatment necessary during an Insured's Hospital stay. The guarantees will only be arranged if the Emergency Assistance Provider has secured payment through an Insured's credit card or through the Insured's assets or the insurance Policy.
- g. **Monitoring of Medical Condition during a Hospital stay:** constant monitoring of the Insured's medical condition with the attending Physician if an Insured is hospitalized.
- h. **Emergency Message Transmission:** a messenger service to transmit messages or medical information, upon the Insured's request and consent, to the Insured's family, friends and/ or business associates following a medical emergency.
- i. **Arranging Emergency Medical Evacuation:** arrangement of air/ surface transportation, medical care during transportation, communications and all usual ancillary services when moving an Insured to the nearest Hospital where appropriate treatment can be received.

- j. **Arrangement of Medical Repatriation:** arrangement of air/ surface transportation, necessary medical care during transportation, communications and all usual ancillary services when moving an Insured to his/ her country of residence following an emergency medical evacuation for subsequent in-Hospital treatment.
- k. **Arrangement of Repatriation of Mortal Remains:** the transportation of the Insured's mortal remains from the place of death to his/ her home country or arrange for local burial at the place of death.
- l. **Arrangement of Compassionate Visit:** the return airfare for an Immediate Family Member of the Insured to visit the Insured when outside their normal country of residence.
- m. **Arrangement of Hotel Accommodation:** hotel arrangements for a visiting family member or a Replacement Business Colleague if an Insured is hospitalized or is expected to be hospitalized for five (5) or more Days.

**Specific Conditions**

The decision on the most appropriate means and timing belongs to The **Emergency Assistance Provider**.

**STUDENT SURAKSHA – STUDENT OVERSEAS TRAVEL- GRIEVANCE REDRESSAL PROCEDURE**

If You have a grievance that You wish Us to redress, You may contact Us with the details of Your grievance through:

**Our website: [www.hdfcergo.com](http://www.hdfcergo.com)**

**Email: [grievance@hdfcergo.com](mailto:grievance@hdfcergo.com)**

**Toll Free: 1800-226-226/ 1800-2700-700**

**Fax: 022-66383699**

**Courier: Any of Our Branch office or corporate office**

You may also approach the grievance cell at any of Our branches with the details of Your grievance during Our working hours from Monday to Friday.

If You are not satisfied with Our redressal of Your grievance through one of the above methods, You may contact Our Head of Customer Service at

**The Grievance Cell,  
HDFC ERGO General Insurance Company Limited,  
6th Floor, Leela Business Park,  
Andheri Kurla Road,  
Andheri, Mumbai – 400 059**

In case you are not satisfied with the decision/resolution of the Company, you may approach the Insurance Ombudsman at the address given below if your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
- Delay in settlement of claim
- Dispute with regard to premium
- Non-receipt of your insurance document

Ombudsman Offices	
Jurisdiction	Office Address
Delhi, Rajasthan	2/2 A, 1st Floor, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI – 110 002
West Bengal, Bihar	29, N. S. Road, 3rd Fl., North British Bldg. KOLKATA - 700 001.
Maharashtra	3rd Flr., Jeevan Seva Annexe, S. V. Road, Santa Cruz (W), MUMBAI - 400 054
Tamil Nadu, Pondicherry	Fatima Akhtar Court, 4th Flr., 453 (old 312 ), Anna Salai, Teynampet, CHENNAI - 600 018
Andhra Pradesh	6-2-46, 1st Floor, Moin Court, Lane Opp. Saleem Function Palace A. C. Guards, Lakdi- ka-pool, HYDERABAD - 500 004
Gujarat	2nd Flr., Ambica House, Nr. C. U. Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD - 380 014
Kerala, Karnataka	2nd Flr., CC 27/ 2603, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, ERNAKULAM - 682 015
North-Eastern States	Aquarius, Bhaskar Nagar, R. G. Baruah Rd. GUWAHATI - 781 021



**STUDENT SURAKSHA – STUDENT OVERSEAS TRAVEL INSURANCE POLICY**

Uttar Pradesh	Jeevan Bhawan, Phase 2, 6th Floor, Nawal Kishore Rd., Hazartganj, LUCKNOW - 226 001
Madhya Pradesh	1st Floor, 117, Zone-II, (Above D. M. Motors Pvt. Ltd.) Maharana Pratap Nagar, BHOPAL - 462 011
Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh	S. C. O. No. 101,102 & 103, 2nd Floor, Batra Building, Sector 17-D, CHANDIGARH - 160 017
Orissa	62, Forest Park, BHUBANESWAR - 751 009

The complaint should be made in writing duly signed by the complainant or by his legal heirs with full details of the complaint and the contact information of complainant.

As per provision 13(3) of the Redressal of Public Grievances Rules 1998, the complaint to the Ombudsman can be made only if the grievance has been rejected by the Grievance Redressal Machinery of the Insurer within a period of one year from the date of rejection by the insurer if it is not simultaneously under any litigation.