

CHOLA Student Travel Protection Plan – Policy Wordings

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

Section A: Definitions

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

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

- 13) **Injury** means bodily injury caused solely and directly by violent, accidental, external and visible means and occurring during the **Insured** Period. For the avoidance of doubt, the definition of Injury does not extend to the non-physical consequences (such as mental, nervous or emotional disorders, depression or anxiety) of any **Accident** and these are specifically agreed to be excluded for the purposes of this Policy.
- 14) **Insured** means the person(s) named in the **Schedule**, their permanent place of residence is in India and they are aged upto 35 at the time of commencing travel **Overseas**.
- 15) **Insurer** means the **Cholamandalam MS General Insurance Company Limited**.
- 16) **Limit of Indemnity** means the amount stated in the **Schedule** against each Cover in force, which represents the maximum liability of the **Insurer** for any and all claims made during the **Policy Period** [regardless of the number of **Insured's** or the Insuring Parts under which a claim is advanced] OR [per **Insured**].
- 17) **Market Value** means the value at which the property **Insured** can be replaced with one of same kind, type, age and condition.
- 18) **Medical Expenses** means medical expenses reasonably necessary at that time to protect life or relieve pain caused by **Illness** or **Accidental Bodily Injury** and that do not exceed the usual charge for similar treatment or services in the locality where the treatment or services have been obtained for:
- a) Out-patient treatment, provided the same is critical and cannot be deferred till the **Insured's** return to India;
 - b) In-patient treatment in a **Hospital** local to the temporary residence of the **Insured** or the nearest suitable **Hospital**;
 - c) Necessary medical and walking aids prescribed by a **Doctor**;
 - d) Radiotherapy, heat therapy or photo therapy and other such treatment prescribed by a **Doctor**;
 - e) Costs of transportation by a recognised emergency services for medical attention at the nearest **Hospital** or from the nearest available **Doctor** prior to **Hospitalization**;
 - f) Costs of being transferred to a special clinic if this is medically necessary and prescribed by a **Doctor**;
 - g) Medically proven procedures;
 - h) Life saving unforeseen emergency measures, or measures solely designed to relieve acute pain, provided to the **Insured** by the Physician for Disease/accident arising out of a pre-existing condition. The treatment for these emergency measures would be paid till the **Insured** becomes medically stable state or to prevent the onset of acute pain would have borne by the **Insured**.
- 19) **Overseas** means the **Insured's** visit to the countries named in the **Schedule** (excluding India, the **Insured's** country of citizenship, and countries subject to travel and other restrictions imposed by the Government of India at any time) during the **Policy Period** for the travel days specified in the **Schedule**.
- 20) **Overseas Administrator** means the person or organisation named in the **Schedule** who has been appointed by the **Insurer** to provide administrative services on its behalf of and at its direction.
- 21) **Policy** means the proposal, this policy document and the **Schedule**, which means the schedule attached as the **Insurer** may amend it from time to time.
- 22) **Policy Period** means the period between the Risk start date and Risk end date specified in the **Schedule** including both days and according to Indian Standard Time (IST). The Scope of the Cover applies upon crossing the international border of the Republic India, except in case of **Personal Accident – Domestic**, wherein it applies within the limits of Indian borders only.
- 23) **Pre-existing** means any Injury or Sickness and/or related conditions for which the **Insured** received medical advice or treatment, or to the best of his knowledge and belief was aware existed prior to the Risk Start date.
- 24) **Proposer** means the person named in the **Schedule**.

- 25) **Residence** means the place in India where the **Insured** is living in the normal course and shall be the place, which is specified in the **Policy Schedule**.
- 26) **Sum Insured** means the amount stated in the **Schedule** against each Cover, which shall be the **Insurer's** maximum liability for any one claim and in the aggregate for all claims [per **Insured**] during the **Policy Period**.
- 27) **Trip** means planned journey, which starts and ends in India to a destination(s) outside India as mentioned in the **Policy Schedule** during the policy period except where it is for emigration purpose.
- 28) **Valuables** means gold or silver or any precious metals or articles made from any precious metals, cash, currency (Indian or foreign), watches or jewellery or precious stones or models or coins or curios, sculptures, manuscripts, stamps, collections of stamps, rare books, medals, moulds, designs or any other collectibles, deeds, ATM cards, credit cards, charge cards, bonds, bills of exchange, bank notes, treasury or promissory notes, cheques, money, securities, or any other negotiable instrument.

Section B: Scope of Cover

Cover 1. Medical Expenses

If the **Insured** is first diagnosed with an **Illness** or suffers **Accidental Bodily Injury** while **Overseas**, which requires immediate medical attention, then the **Insurer** will indemnify the **Insured** for the amount upto the **Limit of Indemnity** for **Medical Expenses** incurred in a **Hospital** taken **Overseas**. The **Insurer's** liability to make payment is only in excess of the **Deductible**.

This cover will also include following:

1. Mortal Remains: If the **Insured** dies **Overseas** due to an **Illness** or **Accidental Bodily Injury**, then the **Insurer** will pay up to the **Limit of Indemnity** towards the cost of transporting the **Insured's** remains to India or for the costs of a burial in the **Overseas** country. The **Limit of Indemnity** under this benefit will be a sub-limit to the **Limit of Indemnity** under the **Medical Expenses** cover.

2. Medical Evacuation/Transportation: If the **Insured** is first diagnosed with an **Illness** or suffers **Accidental Bodily Injury** while **Overseas** and if the **Insured** Person is transportable from medical point of view, in the opinion of the **Overseas Administrator** repatriated to India or the country of residence, then the **Insurer** will indemnify the **Insured** up to the **Limit of Indemnity** for:

- i. the transportation of the **Insured** (and one other person if medically or officially required) from that **Overseas** country to India or the place of residence where necessary medical attention can be provided; the coverage for treatment will be upto the **Limit of Indemnity** for **Medical Expenses** for a maximum period of 30 days from the date of return.
- ii. necessary medical care required en route.

Exclusions

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

- a) any treatment if that is the sole reason or one of the reasons for the travel **Overseas**;
- b) any treatment, arising due to a **Pre-existing** condition.
- c) any treatment which could in the opinion of the **Overseas Administrator** and attending **Doctor** be or have been delayed until the **Insured's** return to India;
- d) any **Illness** and the consequences of such **Illnesses**:
 - i) existing at the commencement of the travel **Overseas**;
 - ii) treated in the 24 months before the commencement of the travel **Overseas**; unless the medical attention is, in the opinion of Overseas Administrator, unforeseen, and is necessary to avert a clear and material danger to the **Insured's** life or to relieve acute pain and suffering.
- e) for the treatment of orthopaedic, degenerative or oncologic diseases unless the medical attention is unforeseen, and is necessary to avert a clear and material danger to the **Insured's** life or to relieve acute pain and suffering;
- f) Cancer treatment, unless the medical attention is unforeseen, and is necessary to avert a clear and material danger to the **Insured's** life or to relieve acute pain and suffering;
- g) the removal of physical flaws or anomalies or abnormalities (cosmetic treatment);
- h) Pregnancy or check-ups during pregnancy or termination of pregnancy or childbirth and typical complaints suffered during pregnancy and their consequences (including changes in chronic conditions) unless the medical attention is unforeseen, and is necessary to avert a clear and material danger to the **Insured's** life or that of the unborn child or to relieve acute pain and suffering of either provided that the **Insured** is under 38 years of age and the 30th week of the pregnancy has not been completed;
- i) Any internal or external Congenital conditions
- j) **Accidental Bodily Injury** due to the operation of any aircraft (other than a scheduled flight on which the **Insured** travels as a fare paying passenger) or parachuting.
- k) any treatment due to mental or psychiatric disorders, disturbances of consciousness, strokes, fits affecting the entire body, and pathological disturbances caused by mental reactions;
- l) rehabilitation and physiotherapy or the costs of prostheses.
- m) any costs incurred in connection with rest cures or recuperation at a spa or health resort, sanatorium, convalescence home or similar institution.
- n) any exclusion mentioned in the **General Exclusions** of this policy.

Medical Expenses Extension: Following benefits have been included under Medical Expenses for the "Platinum Plan" only and are not separate benefits

All mentions of these in the policy document are considered to be deleted in entirety and amended as follows:

- 1 Treatment for mental and nervous disorders, including alcoholism and drug dependency, are covered under this policy, subject to a maximum limit of US\$ 1,000. The payment for medical expenses will be limited to inpatient **Hospitalization** of more than 24 hours provided by a **Hospital** /nursing home.
- 2 In-patient medical expenses related to pregnancy are covered to a maximum limit of US\$ 500, after a waiting period of 10 months.
- 3 Medical expenses for inter-collegiate sports injuries are covered under this policy as part of the medical cover. These expenses will be treated as any other medical expenses for an accident, and will be subject to the terms of conditions mentioned in the policy.
- 4 Cancer screening and mammographic examinations on recommendation from physician will be paid under this policy, subject to a maximum limit of US \$ 2,000. Health check up is not included under this benefit.
- 5 Childcare benefits – If the child is above 90 days of age, and is **Hospitalized** for more than 2 days, for any ailment, **Hospital** cash benefit of US\$ 100 will be paid, subject to a maximum of 7 days.

Procedure for making a Claim under Medical Expenses

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

- a) If the **Insured** suffers **Accidental Bodily Injury** or is diagnosed with an **Illness** which gives rise to or may give rise to a claim:
 - i) give the **Overseas Administrator** notice of a claim and expeditiously give or arrange for the **Overseas Administrator** to be provided with any and all information and documentation in respect of the claim and/or the **Insurer's** liability for it that may be requested by the **Insurer** or the **Overseas Administrator**;
 - ii) obtain the **Overseas Administrator's** pre-authorization for any medical treatment, which pre-authorization shall specify the treatment authorised; the place at which it has been authorised, and any other conditions applicable to either.
 - iii) if **Illness** or **Accidental Bodily Injury** requires an **Insured's** immediate **Hospitalization** so as to avoid a material risk to the **Insured's** life or health, and as a result the **Insured** is unable to obtain pre-authorization provided that the **Overseas Administrator** is given notice of the **Insured's Hospitalization** as soon as reasonably practicable, and the terms under i) & ii) are complied with as soon as the material risk to the **Insured's** life or health has passed.
- b) If the requirements of a) have been satisfied in all respects, then the **Overseas Administrator** shall settle the amounts payable directly with the service provider for and on behalf of the **Insurer**. (However, in respect of out patient **Medical Expenses** the **Overseas Administrator** shall settle the amount payable directly with the service provider for and on behalf of the **Insurer** only if the amount payable exceeds US \$ 400. Where the amount payable is less than US \$ 400, the procedure in c) shall apply.)
- c) If the requirements of a) (ii) and/or a) (iii) and/or b) have not been satisfied in all respects, then a claim shall be made to the **Indian Administrator** within 30 days of the **Insured** event and:
 - i) shall be supported by the following documentation, translated into English if necessary at no cost to the **Insurer** or the **Indian Administrator**:
 - (1) original bills and vouchers bearing the name of the **Insured** treated, the condition treated, the individual items of medical treatment or services provided and the dates of treatment;
 - (2) prescriptions clearly showing the medicines prescribed, the price and the receipt stamp of the pharmacy;
 - (3) additionally for a claim under **Medical Evacuation**, a **Doctor's** certificate indicating the condition requiring transportation and certifying the medical necessity of the transportation;

- (4) additionally for a claim under **Mortal Remains**, an official death certificate and a **Doctor's** statement giving the cause of death;
- ii) any other information or documentation that the **Insurer** or the **Indian Administrator** may reasonably require;
- iii) if accepted, shall be payable within India in Indian Rupees at the exchange rate prevailing on the date of the **Insured** event.
- d) any document mentioned in the Claim Documentation of this policy.
- e) in any case, if there is an event which would result in a claim under this policy, due notice should be given to the **Overseas Administrator** immediately on the **Insured** becomes aware of the same.

Cover 2. Dental Treatment Expenses

If the **Insured** is first diagnosed with an **Illness** or suffers **Accidental Bodily Injury** while **Overseas**, which requires immediate medical attention, then the **Insurer** will indemnify the **Insured** for the amount upto the **Limit of Indemnity** for **Dental treatment Expenses** required for a natural tooth or teeth to be taken under anesthetic taken **Overseas**. The **Insurer's** liability to make payment is only in excess of the **Deductible**.

Exclusions

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

- a) any treatment if that is the sole reason or one of the reasons for the travel **Overseas**;
- b) any treatment, arising due to a **Pre-existing** condition.
- c) any treatment which could in the opinion of the **Overseas Administrator** and attending **Doctor** be or have been delayed until the **Insured's** return to India;
- d) any **Illness** and the consequences of such **Illnesses**:
 - i. existing at the commencement of the travel **Overseas**;
 - ii. treated in the 24 months before the commencement of the travel **Overseas**; unless the medical attention is, in the opinion of Overseas Administrator, unforeseen, and is necessary to avert a clear and material danger to the **Insured's** life or to relieve acute pain and suffering.
- e) for the treatment of orthopaedic, degenerative or oncologic diseases unless the medical attention is unforeseen, and is necessary to avert a clear and material danger to the **Insured's** life or to relieve acute pain and suffering;
- f) Cancer treatment, unless the medical attention is unforeseen, and is necessary to avert a clear and material danger to the **Insured's** life or to relieve acute pain and suffering;
- g) the removal of physical flaws or anomalies or abnormalities (cosmetic treatment);
- h) **Accidental Bodily Injury** due to the operation of any aircraft (other than a scheduled flight on which the **Insured** travels as a fare paying passenger) or parachuting.
- i) any treatment due to mental or psychiatric disorders, disturbances of consciousness, strokes, fits affecting the entire body, and pathological disturbances caused by mental reactions;
- j) any exclusion mentioned in the **General Exclusions** of this policy.

Procedure for making a Claim under Medical Expenses

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

- a) If the **Insured** suffers **Accidental Bodily Injury** or is diagnosed with an **Illness** which gives rise to or may give rise to a claim, then it is a condition precedent to the **Insurer's** liability that the **Proposer** and/or the **Insured** shall immediately:
 - i) give the **Overseas Administrator** notice of a claim and expeditiously give or arrange for the **Overseas Administrator** to be provided with any and all information and documentation in respect of the claim and/or the **Insurer's** liability for it that may be requested by the **Insurer** or the **Overseas Administrator**;
 - ii) obtain the **Overseas Administrator's** pre-authorization for any medical treatment, which pre-authorization shall specify the treatment authorised; the place at which it has been authorised, and any other conditions applicable to either.
 - iii) if **Illness** or **Accidental Bodily Injury** requires an **Insured's** immediate **Hospitalization** so as to avoid a material risk to the **Insured's** life or health, and as a

- result the **Insured** is unable to obtain pre-authorization provided that the **Overseas Administrator** is given notice of the **Insured's Hospitalization** as soon as reasonably practicable, and the terms under i) & ii) are complied with as soon as the material risk to the **Insured's** life or health has passed.
- b) If the requirements of a) have been satisfied in all respects, then the **Overseas Administrator** shall settle the amounts payable directly with the service provider for and on behalf of the **Insurer**.
(However, in respect of out patient **Medical Expenses** the **Overseas Administrator** shall settle the amount payable directly with the service provider for and on behalf of the **Insurer** only if the amount payable exceeds US \$ 400. Where the amount payable is less than US \$ 400, the procedure in c) shall apply.)
- c) If the requirements of a) (ii) and/or a) (iii) and/or b) have not been satisfied in all respects, then a claim shall be made to the **Indian Administrator** within 30 days of the **Insured** event and:
- i) shall be supported by the following documentation, translated into English if necessary at no cost to the **Insurer** or the **Indian Administrator**:
- (1) original bills and vouchers bearing the name of the **Insured** treated, the condition treated, the individual items of medical treatment or services provided and the dates of treatment;
 - (2) prescriptions clearly showing the medicines prescribed, the price and the receipt stamp of the pharmacy;
 - (3) the bills/vouchers must give details of the tooth treated and the treatment performed and the date of treatment;
- ii) any other information or documentation that the **Insurer** or the **Indian Administrator** may reasonably require;
- iii) if accepted, shall be payable within India in Indian Rupees at the exchange rate prevailing on the date of the **Insured** event.
- d) any document mentioned in the Claim Documentation of this policy.
- e) in any case, if there is an event which would result in a claim under this policy, due notice should be given to the **Overseas Administrator** immediately on the **Insured** becomes aware of the same.

Cover 3 Total Loss of Checked-In-Baggage

If the **Insured's** checked-in accompanying baggage is permanently lost by the carrier (land, sea or air) to whom it was entrusted, then the **Insurer** will pay up to the **Limit of Indemnity** towards the **Market Value** of the lost items less any recovery from any carrier by the **Insured**.

Terms and conditions:

- a) In the event, more than one baggage is checked-in, the maximum amount payable per baggage will be 50% and per article contained in the bag will be 10% of the Limit of Indemnity.
- b) For the following articles – jewellery, watches, articles consisting of silver, gold or platinum, furs, articles trimmed with or made mostly of fur the combined maximum amount payable will be 10% of the Limit of Indemnity.
- c) In the event of loss of a pair/set, **Insurer** can repair or replace any part, to restore the pair or set to its value before the loss; or pay the difference between the cash value of the property before and after the loss.
- d) The limits under this section are as mentioned in the Schedule of Benefits
- e) The **Insurer's** liability to make payment is only in excess of the **Deductible**.
- f) The **Insurer** liability under this cover will be limited to the travel destinations specified in the main travel ticket from India and return trip back to India during trip abroad. All halts and via destinations included in this main travel ticket will also be considered for payment under this cover.
- g) The liability of the **Insurer** to make payment shall not arise until liability is admitted by the airline.
- h) The **Insurer's** payment to the **Insured** will be reduced by any sum for which the airline is liable to make payment.

- i) The **Insurer's** maximum liability will not exceed the Limit of Indemnity stated in the schedule

Exclusions

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

- a) any electronic, electrical, visual or audio visual equipment, item or aid;
- b) any kind of precious metals or articles made from any precious metals, cash, currency (Indian or foreign), precious stones or models or coins or curios, sculptures, manuscripts, stamps, collections of stamps, rare books, medals, moulds, designs or any other collectibles, deeds, ATM cards, credit cards, charge cards, bonds, bills of exchange, bank notes, treasury or promissory notes, cheques, money, securities, or any other negotiable instrument.
- c) any tickets;
- d) any loss due to complete/partial damage for the **Checked-in-Baggage**;
- e) any partial loss of the items in the **Checked-in-Baggage**;
- f) any item in the **Checked-in-Baggage**, which is valued above \$ 100 without appropriate proof of ownership;
- g) any loss arising from any delay, detention or confiscation by customs officials, police or other public authorities;
- h) any exclusion mentioned in the **General Exclusions** of this policy.

Procedure for making a Claim under Total Loss of Checked Baggage

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

- a) Give the **Indian Administrator** notice of a claim and expeditiously give or arrange for the **Indian Administrator** to be provided with any and all information and documentation in respect of the claim and/or the **Insurer's** liability for it that may be requested by the **Insurer** or the **Indian Administrator**.
- b) Additionally, the **Insured** shall obtain a Property Irregularity Report from the carrier and send it to the **Indian Administrator**;
- c) any document mentioned in the Claim Documentation of this policy.

Cover 4. 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 **Policy Schedule** to the policy, will be provided to the appropriate authority/court as the bail amount towards the arrest or detention, subject to the terms and conditions and the exclusions below.

The **Deductible** excess in respect of this benefit, if any, shall be of an amount as specified in the **Policy Schedule** to this Policy.

Terms and Conditions

- a) The **Insurer** will pay or arrange to pay through **Overseas Administrator** or **Indian Administrator** to the court directly on behalf of the **Insured**, the bail amount. This cover would be for bailable offences only.
- b) The **Insured** shall appear in the court on the date specified by the court for trial and judgment.
- c) If the bail bond is forfeited due to the misconduct or negligence or any wrongful act of the **Insured** or otherwise by breach of the terms of such bail bond, the amount of the bail bond will require being repaid by the **Insured** to the **Insurer** within 1 month after the bail bond is forfeited and if the **Insurer** so deems necessary (whether on expiry of such 1 month or otherwise), the **Insured** will be liable to repay the bail amount together with the interest rate of 18% p.a. accruing from the date of payment by the **Insurer** to the court until receipt thereof from the **Insured**, and the costs and expenses reasonably incurred by the **Insurer** in such behalf.
- d) In case of death of the **Insured**, at the first instance, the Immediate **Family** Member, and in case where there is no immediate **Family** member, the sponsor, if any, will be liable to

- produce the death certificate or the necessary documents, as per the local law, in the court within 1 month (of such death) for the release of the bail amount to **Overseas Administrator** or Indian Administrator. In case they fail to do so, the **Insured** hereby agrees that the **Insurer** would have full right and authority to recover the bail amount from the estate of the **Insured**, or the parents/guardians of the **Insured**, and if applicable, the Sponsor.
- e) The amount will be refunded to the **Insurer** or **Overseas Administrator** or **Indian Administrator** by the court with which it was deposited as soon as the court releases the bail amount with which the deposit was made. In no case the amount will be paid out to the **Insured**.
 - f) The judgment shall have no bearing on the refund of the deposit to the **Insurer** or **Overseas Administrator** or Indian Administrator. If the court imposes any penalty or fine on the **Insured** at the time of interim order or final judgment, then in that case the **Insured** will not be at the liberty to get the fine deducted or adjusted from the bail amount which was deposited by the **Insurer** or **Overseas Administrator** or Indian Administrator.

Exclusions

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

- a) any non-bailable offences as per the local Law of the country in which the incident has taken place or occurred whilst the **Insured's** trip abroad
- b) any exclusion mentioned in the **General Exclusions** of this policy.

Procedure for making a Claim under Bail Bond

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

- a) Give the **Indian Administrator** or **Overseas Administrator** notice of a claim and expeditiously give or arrange for the **Indian Administrator** or **Overseas Administrator** to be provided with any and all information and documentation in respect of the claim and/or the **Insurer's** liability for it that may be requested by the **Insurer** or the **Indian Administrator** or **Overseas Administrator**.
- b) any document mentioned in the Claim Documentation of this policy.
- c) In the event of the death of the **Insured**, if the Bail Bond benefit has been availed, the **Insured's** Immediate **Family** Members or the Sponsor shall submit and official death certificate and a statement from a physician mentioning the cause of death, to **Overseas Administrator** or **Indian Administrator** to be absolved of their obligation to pay the Bail Bond amount back to **Overseas Administrator** or **Indian Administrator** / or the **Insurer** as soon as possible, in any case, within 1 month of the **Insured's** death. Death certificate from relatives or spouses will not be accepted

Cover 5. Study Interruption

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

Terms & Conditions

The Study interruption has to arise on the following grounds:

- a. In the event of **Hospitalisation** of the **Insured** of more than one consecutive month from either a covered Injury or sickness or in the case of terminal sickness or in the case of a medical repatriation, or
- b. in case of death of any one immediate **Family** member or the sponsor during the entire policy period,

which leads the **Insured** to discontinue his / her studies for the remaining part of the current school semester for which Tuition has been paid, the **Insurer** shall reimburse the **Insured**, the Tuition fees which has already been advanced to the educational institution less possible/actual refunds, up to the amount stated in the **Policy Schedule**.

In the event of a claim, the **Insured** shall make a request to the institution, in writing, seeking a written response from the institute towards any amount due to the **Insured** by way of refunds, both

of which shall require being provided to the **Insurer**. Only the figures shown on an official invoice(s) from the educational institution for payment of said Tuition Fees in conjunction with the refund statement, if any, shall be used for calculating any reimbursement paid by the **Insurer**. It cannot exceed the maximum amount stated in the **Policy Schedule**.

Simultaneous claims under 'study interruption' and 'sponsor protection' is not permitted.

Exclusions

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

- a) any treatment if that is the sole reason or one of the reasons for the travel **Overseas**;
- b) any routine physical check up and / or any related thereto;
- c) any treatment which could in the opinion of the **Overseas Administrator** and attending **Doctor** be or have been delayed until the **Insured's** return to India;
- d) the removal of physical flaws or anomalies or abnormalities (cosmetic treatment);
- e) Pregnancy or check-ups during pregnancy or termination of pregnancy or childbirth and typical complaints suffered during pregnancy and their consequences (including changes in chronic conditions).
- f) Any internal or external Congenital conditions
- g) **Accidental Bodily Injury** due to the operation of any aircraft (other than a scheduled flight on which the **Insured** travels as a fare paying passenger) or parachuting.
- h) any treatment due to mental or psychiatric disorders, disturbances of consciousness, strokes, fits affecting the entire body, and pathological disturbances caused by mental reactions;
- i) any exclusion mentioned in the **General Exclusions** of this policy.

Procedure for making a Claim under Study Interruption

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

- a) Give the **Indian Administrator** or **Overseas Administrator** notice of a claim and expeditiously give or arrange for the **Indian Administrator** or **Overseas Administrator** to be provided with any and all information and documentation in respect of the claim and/or the **Insurer's** liability for it that may be requested by the **Insurer** or the **Indian Administrator** or **Overseas Administrator**.
- b) any document mentioned in the Claim Documentation of this policy.

Cover 6. Sponsor Protection

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

Terms & Conditions

- a) In the event of injury to the **Insured's** Sponsor as stated in the Enrolment Form resulting in Death in any form, the **Insurer** shall reimburse the **Insured** the Tuition Fee incurred for the remaining period of this education up to the maximum limit stated in the **Policy Schedule**. In the event of a claim, only the figures shown on official invoice(s) from the educational institution and voucher(s) of payment of the said Tuition fees, shall be used for calculating any reimbursement paid by the **Insurer**
- b) The claim would be payable by the **Insurer** upon submission of an official death certificate and a statement from a physician (which physician should not be a relative or spouse of the **Insured** or the Sponsor) stating cause of death, as proof of death, of the Sponsor, by the **Insured**.
- c) **Simultaneous claims under 'study interruption' and 'sponsor protection' is not permitted.**

Exclusions:

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

- a) any exclusion mentioned in the **General Exclusions** of this policy.

Procedure for making a Claim under Sponsor Protection

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

- a) Give the **Indian Administrator** or **Overseas Administrator** notice of a claim and expeditiously give or arrange for the **Indian Administrator** or **Overseas Administrator** to be provided with any and all information and documentation in respect of the claim and/or the **Insurer's** liability for it that may be requested by the **Insurer** or the **Indian Administrator** or **Overseas Administrator**.
- b) any document mentioned in the Claim Documentation of this policy.

Cover 7. Compassionate Visit

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

Terms & Conditions

1. In the event the **Insured** is **Hospitalised** for more than (7) consecutive days, and his medical condition forbids his repatriation and no adult member of his immediate **Family** is present, the **Insurer** or **Overseas Administrator** or Indian Administrator, after obtaining confirmation of need for a companion from our panel **Doctor / Overseas Administrator** or Indian Administrator, will provide a round trip economy class air ticket, or first class railway ticket, to allow one Immediate **Family** Member, during the entire period of insurance, to be at his bedside for the duration of his stay in the **Hospital**.
2. Additionally, the **Insurer** will refund the cost of stay of one immediate **Family** member, up to the amount stated in the **Policy Schedule**. In any event, the **Insurer's** total liability for round trip transport and for daily allowances (accommodation and transportation only) shall not exceed the maximum amount stated in the **Policy Schedule**.
3. In the event parent(s), spouse / child of the **Insured** is **Hospitalised** for more than (7) consecutive days, the **Insurer** or **Overseas Administrator** or Indian Administrator, after obtaining confirmation of need for a companion from our panel **Doctor / Overseas Administrator** or Indian Administrator, will provide a round trip economy class air ticket, or first class railway ticket, to allow the **Insured** to be at the bedside of his parent(s), spouse / child for the duration of his/her stay in the **Hospital**.
4. In any event, the **Insurer's** total liability for round-trip transport shall not exceed the maximum amount stated in the **Policy Schedule** under this Policy.

Exclusions:

The **Insurer** shall not be liable for any claim under this Cover that is caused by or is attributable to or arises out of or is howsoever connected to any of the following:
any exclusion mentioned in the **General Exclusions** of this policy.

Procedure for making a Claim under Compassionate Visit

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

- a) Give the **Indian Administrator** or **Overseas Administrator** notice of a claim and expeditiously give or arrange for the **Indian Administrator** or **Overseas Administrator** to be provided with any and all information and documentation in respect of the claim and/or the **Insurer's** liability for it that may be requested by the **Insurer** or the **Indian Administrator** or **Overseas Administrator**.
- b) any document mentioned in the Claim Documentation of this policy.

Cover 8. Personal Accident – Overseas

If the **Insured** suffers **Accidental Bodily Injury** while **Overseas** during **Policy Period** and this is the sole and direct cause of his **Death** or **Permanent Disability** within 12 months, then the **Insurer** will pay **the Insured** the percentage of the **Sum Insured** specified for each and every form of condition mentioned in the table below as per the details below. The **Insurer's** maximum liability however should not be more than 100% of the **Limit of Indemnity** stated in the schedule

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

For any disability not listed in the table above, then the **Insurer** will pay a proportion of the **Sum Insured** according to the degree to which the **Insured's** previously existing normal functional physical capacity has been impaired, which the **Insured** agrees shall be as determined by the **Insurer's** medical advisors.

Loss wherever used herein means the permanent and total loss of functional use or complete and permanent severance.

Permanent Disability means disability lasting 12 calendar months and at the end of that period being beyond hope of improvement.

Terms and Conditions

1. The limits under this section are as mentioned in the Schedule of Benefits

Exclusions

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

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

Procedure for making a Claim under Personal Accident – Overseas

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

- a) give immediate written notice to the **Indian Administrator** and provide the **Insurer** and /or the **Indian Administrator** with all information and documentation that they may reasonably require in relation to the validity of the claim and the quantum of it.

- b) Additionally, submit to examination by a medical advisor nominated by the **Insurer** or the **Indian Administrator** as often as and to the extent that either considers to be reasonably necessary.
- c) any document mentioned in the Claim Documentation of this policy.

Cover 9. Personal Liability

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

Exclusions

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

- a) assumed contractually unless the liability would have existed in the absence of the contract, and only to that extent;
- b) between **Insured's** or the Proposer or companion or any relations traveling with the **Insured**;
- c) due to the transmission of an Illness by the **Insured**;
- d) as a keeper of any animal;
- e) arising out of the care, custody, control or ownership of a motor vehicle, aircraft or water craft, except for the **Insured's** hire of non-powered craft for water sport.
- f) any claim or damage resulting from professional activities involving the **Insured**.
- g) any willful, malicious or unlawful act.
- h) any supply of goods or services on the part of the **Insured**.
- i) Insanity, the use of any alcohol /drugs (except as medically prescribed) or drug addiction.
- j) any ownership or occupation of land or buildings other than the occupation of any temporary residence.
- k) any exclusion mentioned in the **General Exclusions** of this policy.

Procedure for making a Claim under Personal Liability

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

- a) Give immediate written notice to the **Insurer** of any claim made against the **Insured** or any circumstances that may give rise to a claim.
- b) Not incur any defense costs or expenses, admit liability for or settle or attempt to settle, make any admission or offer any payment or otherwise assume any contractual obligation with respect to any claim or claimant without the prior written consent of the **Insurer**, which shall be entitled but not obliged at any time to take over and conduct in the name of the **Insured** the defense and/or settlement of any claim and to appoint lawyers to represent the **Insured**.
- c) Provide such cooperation and assistance as the **Insurer** may request.
- d) any document mentioned in the Claim Documentation of this policy.

Cover 10. Personal Accident - Domestic

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

Condition	Percentage of Limit of Indemnity
Accidental Death	100%

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

Terms and Conditions

1. For any disability not listed in the table above, then the **Insurer** will pay a proportion of the **Sum Insured** according to the degree to which the **Insured's** previously existing normal functional physical capacity has been impaired, which the **Insured** agrees shall be as determined by the **Insurer's** medical advisors.
2. In the event of Accidental death of a minor below 18 years of age, the maximum liability of the **Insurer** will be INR 100,000.
3. The limits under this section are as mentioned in the Schedule of Benefits
4. The **Insurer's** liability to make payment is only in excess of the **Deductible**.
5. The maximum period of the cover shall be for the actual period or a period of 48 hours each for the onward/return journey and in any case not exceeding four days in all.

Loss wherever used herein means the permanent and total loss of functional use or complete and permanent severance.

Permanent Disability means disability lasting 12 calendar months and at the end of that period being beyond hope of improvement.

Exclusions

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

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

Procedure for making a Claim under Personal Accident - Domestic

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

- a) give immediate written notice to the **Insurer** and provide the **Insurer** with all information and documentation that they may reasonably require in relation to the validity of the claim.

- b) Additionally, submit to examination by a medical advisor nominated by the **Insurer** or the **Indian Administrator** as often as and to the extent that either considers to be reasonably necessary.
- c) any document mentioned in the Claim Documentation of this policy.

Section C: General Exclusions (Applicable to all covers under the policy)

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

- a) any claim relating to events occurring before the commencement of the cover or otherwise outside of the Period of Insurance.
- b) any treatment if that is the sole reason or one of the reasons for the travel **Overseas**;
- c) any treatment which could in the opinion of the **Overseas Administrator** and attending **Doctor** be or have been delayed until the **Insured's** return to India;
- d) treatment by relatives;
- e) any kind of Consequential loss;
- f) War (whether declared or not), civil war, invasion, act of foreign enemies, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrest, restraint or detainment, confiscation or nationalization or requisition of or damage by or under the order of any government or public local authority or terrorism or terrorist acts.
- g) Any intentional, reckless or criminal act, suicide, or attempted suicide, or the use or abuse of any drugs, alcohol and the like;
- h) ionising radiation or contamination by radioactivity from any nuclear waste from combustion of nuclear fuel; or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, or asbestosis or any related condition resulting from the existence, production, handling, processing, manufacture, sale, distribution, deposit or use of asbestos, or asbestos products;
- i) Participation in naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy whether foreign or domestic;
- j) any loss of which a contributing cause was the **Insured's** actual or attempted commission of, or willful participation in, an illegal act or any violation or attempted violation of the law or resistance to arrest;
- k) HIV, AIDS and all related medical conditions.
- l) Specific named hazards, hang gliding, mountaineering, rock climbing, sky diving, professional or amateur racing and piloting an aircraft;
- m) Any condition after the point at which it is certified by the attending **Doctor** to be of such a nature that further medical treatment may serve to stabilise or maintain it but is unlikely to result in a material improvement within a reasonable timeframe.
- n) Any claim arising out of sporting activities in so far as they involve the training or participation in competitions of professional or semi-professional sportspersons, unless declared beforehand and necessary applicable premium paid.

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

1. The Policy applies for Trips of a maximum duration of 365 days only. The minimum age limit for the **Insured** is 16 years, and the maximum age limit for the **Insured** is 35 years. Professional and semi-professional sportsmen are not eligible to be **Insured** under this Policy. The Policy applies to the **Insured** traveling abroad on Student visa only.
2. The **Insured** shall take all reasonable precautions to prevent Injury, illness and Disease in order to minimize claims. Failure to do so will prejudice the **Insured's** claim under this Policy.
3. Extension of policy during the duration of the trip, shall comply as per the underwriting guidelines of the **Insurer** at that time, and at the sole discretion of the **Insurer**. The **Insured** shall submit
 - a) a declaration of good health and that the **Insured** is unaware of any health condition which could result in a claim during the extension period
 - b) that the **Insured** has not filed any claim till date of request
 - c) the request for extension and applicable premium is received before the extension date of the policy.
4. The premium payable for the extension of the policy during the trip duration shall be the premium payable for the overall trip duration (including the extension) less the initial premium already paid.
5. **Deductible** will be charged for each separate incident reported for claims payment, even though the claim may be registered under the same benefit more than once.
6. Policy is applicable for one -way travel also, including immigration travel with the condition that the maximum duration of coverage will be 30 days.

7. Provision of Information: The **Insured** shall provide the **Insured** with the details of the trip and other information (as may be required by the **Insured** from time to time) about the **Insured** in advance.
8. Claim Procedure:
 - a) The **Insured** shall immediately contact the Alarm Center of **Overseas Administrator** or **Indian Administrator** stating the necessary details. The phone numbers of the Alarm Centres are provided on **Policy Schedule**.
 - b) The Alarm Center of **Overseas Administrator** or **Indian Administrator** will verify the identity of the caller by asking him/her his/her mother's maiden name.
 - c) In the event of an accident or sudden illness where it is not possible to do so before consulting a Physician or going to the **Hospital**, the **Insured** shall contact the Alarm Center as soon as possible. In either case, when being admitted as a patient, the **Insured** shall show the concerned Physician or personnel this Policy if requested.
 - d) In the event of the death of the **Insured**, if the Bail Bond benefit has been availed, the **Insured's** Immediate **Family** Members or the Sponsor shall submit and official death certificate and a statement from a physician mentioning the cause of death, to **Overseas Administrator** or **Indian Administrator** to be absolved of their obligation to pay the Bail Bond amount back to **Overseas Administrator** or **Indian Administrator** / or the **Insurer** as soon as possible, in any case, within 1 month of the **Insured's** death. Death certificate from relatives or spouses will not be accepted
9. Claims Settlement
 - a) If the procedure stated above is complied with, **Overseas Administrator** or **Indian Administrator**, as the case may be, will guarantee to the provider the costs of **Hospitalisation**, transportation for emergency services, transportation home for **Insured** and any covered **accompanying** person, transportation of the mortal remains, local burial, and bail bond assistance. All costs will be directly settled by **Overseas Administrator** or **Indian Administrator** on the **Insurer's** behalf and the same shall constitute due discharge of the **Insurer's** obligations hereunder.
 - b) Reimbursement of all claims by **Overseas Administrator** or **Indian Administrator** will be in Indian Rupees at the exchange rate specified by the Reserve Bank of India, as applicable on the date the amount is billed.
10. Claim Documentation:
 - a) The original bills and vouchers must be submitted along with all claims.
 - b) Bills/ vouchers/ reports/ discharge summary must contain the name of the person treated, the type of illness, details of the individual items of medical treatment provided and the dates of treatment. Prescriptions must clearly show the medicines prescribed, the price and the receipt stamp of the pharmacy. In the case of dental treatment, the bills/ vouchers/ reports must give the details of the tooth treated and the treatment performed.
 - c) For reimbursement of the extra costs of transporting the mortal remains to the Republic of India or of the costs of burial abroad, an official death certificate and a physician's statement giving the cause of death. Medical statements from relations or spouses will not be accepted.
 - d) For reimbursement of extra expenses of transportation of **Insured** to the Republic of India, a medical statement indicating the cause of illness and the necessity of the transportation. Medical statements from relations or spouses will not be accepted.
 - e) In case of loss of baggage, a copy of the report made to the police authorities within 24 hours of the **Insured** becoming aware of the loss
 - f) In case of loss of baggage, a Property Irregularity Report or other report usually issued by the carriers in the event of loss of baggage.
 - g) Adequate proof of ownership of baggage valued in excess of the Indian Rupee equivalent of \$ 100 for loss / delay of baggage.
 - h) For personal liability, proof of judicial decision rendered by a court of law.
 - i) For personal accident, bills/ vouchers/ reports/ discharge summary must contain the name of the person treated, the cause of accident, details of the individual items of medical treatment provided and the dates of treatment.
 - j) For Study Interruption, on account of death of the **Insured's** any one Immediate **Family** Member, an official death certificate and a physician's statement giving the cause of death. Medical statements from relations or spouses will not be accepted.

- k) For Sponsor Protection, on account of death of the Sponsor, an official death certificate and a physician's statement giving the cause of death. Medical statements from relations or spouses will not be accepted.
 - l) For the Bail Bond benefit, the **Insured** shall forward a copy of the court order stipulating the amount required as Bail Bond.
 - m) **Insured's** Immediate **Family** Members or the Sponsor would be required to submit an official death certificate, along with a statement from a physician stating the cause of death, to **Overseas Administrator** or **Indian Administrator** / PHM if they wish to be discharged of their liability of paying the bail amount to General Insurance **Insurer** within 1 month of the **Insured's** death. Death certificate from relatives or spouses will not be accepted.
 - n) Any other document(s) that the **Insurer** requires from the **Insured** to process the claim.
 - o) If **Overseas Administrator** or **Indian Administrator** or the **Insurer** request that bills/ vouchers in a foreign language be accompanied by an appropriate translation then the costs of such translation must be borne by the **Insured**.
11. Obligations of the **Insured**:
- a) Claims for insurance benefits must be submitted to **Overseas Administrator** or **Indian Administrator** or not later than one (1) month after the completion of the treatment or transportation home, or in the event of death, after transportation of the mortal remains/ burial.
 - b) The **Insured** shall provide **Overseas Administrator** or **Indian Administrator** on demand any information that is required to determine the occurrence of the **Insured** Event or the **Insurer's** liability to pay the benefits. In particular, upon request, proof shall be furnished of the actual commencement date of the Trip abroad.
 - c) If requested to do so by **Overseas Administrator** or **Indian Administrator**, the **Insured** is obliged to undergo a medical examination by a Physician designated by **Overseas Administrator** or **Indian Administrator**.
 - d) **Overseas Administrator** or **Indian Administrator** is authorized by the **Insured** to take all measures that are suitable for loss prevention and claim minimisation, which includes the **Insured's** transportation back to the Republic of India.
 - e) The **Insurer** shall be released from any obligation to pay insurance benefits if any of the aforementioned obligations are breached.
12. Transfer and Set-off of Claims:
- a) If the **Insured** has any outstanding claims against third parties, such claims shall be transferred in writing to the **Insurer** up to the amount for which the **Insurer** in accordance with the terms makes the reimbursement of costs hereunder.
 - b) In so far as an **Insured** receives compensation for costs he/ she has incurred either from third parties liable for **Damages** or as a result of other legal circumstances, the **Insurer** shall be entitled to set off this compensation against the insurance benefits payable, if any.
 - c) Claims to the insurance benefits may be neither encumbered nor transferred/assigned by the **Insured**.
13. The **Insurer** shall not be liable to pay any interest/ penalty for sums paid or payable under this Policy.
14. Geographical Scope: The insurance cover applies to all countries stated in the **Policy Schedule**, except such country/ies of which the **Insured** is a citizen or of which the **Insured** has a permanent resident.
15. In the event of the **Insured's** death, the **Insurer** or the **Insurer's** representatives shall have the right to carry out a post mortem/autopsy at the **Insurer's** expense.

Terms and Conditions

1. Observance of Terms & Conditions

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

2. Due Care

The **Proposer** and each **Insured** shall take or procure to be taken all reasonable care and precautions to prevent a claim arising under this **Policy** and, in the event of a claim arising, to minimize its financial consequences.

3. Entire Contract

The **Policy** constitutes the complete contract of insurance. Only the **Insurer** may alter the terms and conditions of this **Policy**. Any alteration that may be made by the **Insurer** shall be evidenced by a duly signed and sealed endorsement on the **Policy**.

4. Risk Start Date

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

5. Risk End Date

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

6. Renewal Condition

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

7. Payment Conditions

- a) The **Insurer** shall make payment to the **Proposer** but if incapacitated or deceased the **Insurer** shall make payment to the **Insured**.
- b) The Proposer and each **Insured** hereby acknowledge and agree that the payment of any claim by or on behalf of the **Insurer** shall not constitute on the part of the **Insurer** any guarantee or assurance as to the quality or effectiveness of any medical treatment, service or other service obtained by the **Insured**, it being agreed and recognized by the **Insured** and each of them that the **Insurer** is not in any way responsible or liable for the availability or quality of any medical treatment or service (medical or otherwise) rendered by any institution or service provider whether pre-authorized or not.
- c) Unless payment is made by the **Overseas Administrator** under Medical Expenses or Dental treatment expenses or Financial Emergency, the **Insurer's** liability to make any payment shall be to make payment within India and in Indian Rupees.
- d) Additionally in relation to any claim under **Personal Accident** except Accidental Death:
 - a) the **Insurer** shall not be liable to make any payment until such time as any course of medical treatment prescribed by a **Doctor** has been implemented and demonstrated to be ineffective;
 - b) if the **Insured** was suffering from any disability prior to the date of his claim, then the **Insurer's** liability to make payment shall be reduced by the extent of that pre-existing disability as advised by the **Insurer's** medical advisors, which the **Insured** agrees shall be as determined by the **Insurer's** medical advisors.
- e) Additionally in relation to **Personal Liability**:
 - iv) the **Insurer's** liability shall, subject always to the **Limit of Indemnity**, be to the extent finally determined by the **Insurer's** agreement or a foreign court of law;
 - v) any and all costs and expenses incurred by the **Insurer** or the lawyers it appoints in the investigation, defense or settlement of any claim will be a first charge on the **Limit of Indemnity**;
 - vi) the **Insurer** will only settle a claim with the **Insured's** consent, but if the **Insured** refuses a settlement recommended by the **Insurer** then the **Insurer's** liability will thereafter be limited to the amount for which the claim could have been settled.

8. Cancellation

- a) The Proposer anytime before the commencement of the proposed journey may cancel this Policy by giving notice in writing to the **Insurer** as long as the Proposer is able to establish to the **Insurer's** satisfaction that the Proposed journey has not commenced.
- b) Upon cancellation, and where no claim has been reported under this policy, the **Insurer** shall be entitled to deduct cancellation charges according to its Cancellation Scale subject to retaining the higher of

- i) 25% of the premium or
- ii) Rs. 250/- for student travel policy.
- c) Partial refund of the premium is not allowed in this policy. However, if the journey is not undertaken and sufficient proof is provided, the **Insurer** shall be entitled to deduct cancellation charges according to its Cancellation Scale subject to retaining the Rs. 250/- for student travel policy. **Insurer** will verify the original passport and ensure that the journey was not under taken before any refund of premium. This cancellation would be affected only 14 days after the Risk start date as mentioned in the schedule.

9. Notification

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

10. Arbitration

- a) Any dispute or difference between the **Insurer** and any **Insured** or the **Proposer** will be resolved in accordance with Arbitration & Conciliation Act 1996 or any modification or amendment of it. The arbitration proceedings shall be conducted in the English language.
- b) It is agreed a condition precedent to any right of action or suit on this **Policy** that a final arbitration award shall be first obtained.
- c) If this arbitration clause is held to be invalid in whole or in part, then all disputes shall be referred to the exclusive jurisdiction of the Indian Courts.

11. Fraud

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

12. Subrogation

Each **Insured**:

- a) Shall do or concur in doing or permit to be done everything necessary for the purpose of enforcing any civil or criminal rights and remedies or obtaining relief or indemnity from other parties to which the **Insurer** shall be or would become entitled or subrogated upon the **Insurer** paying for any claim under this **Policy**, whether before or after indemnification.
- b) Shall not do or cause to be done anything that may cause any prejudice to the **Insurer's** right of subrogation.
- c) Agrees that any recoveries made shall first be applied in making good any sums paid out by or on behalf of the **Insurer** for the claim and the costs of recovery.

13. Governing Law

The construction, interpretation and meaning of the provisions of this **Policy** shall be determined in accordance with Indian law. The section headings of this **Policy** are descriptive only and do not form part of this **Policy** for the purpose of its construction or interpretation.

14. Contribution

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

15. Misstatement of Age

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

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

16. Grievances

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