

**Royal Sundaram General Insurance Co. Limited**

Corp. Office : Vishranthi Melaram Towers, No. 2 / 319,  
Rajiv Gandhi Salai (OMR) Karapakkam, Chennai - 600097.  
Regd. Office : 21, Patullos Road, Chennai - 600 002

**Part II- Policy Document**

**Policy Terms and Conditions**

**B PREAMBLE**

Royal Sundaram General Insurance Co. Limited ("the Company"), having received a Proposal and the premium from the Proposer and the said Proposal, Declaration and Annexure thereto together with any statement, report or other document leading to the issue of this Policy, which form the basis of this contract, do, by this Policy agree, subject to the terms and conditions as set out in the Schedule with all its Parts, that on proof to the satisfaction of the Company, of the compensation having become payable, as set out in the Schedule, upon the happening of an event, to pay the Sum Insured/ appropriate Benefit.

**C DEFINITIONS**

In this Policy, the following words and expressions, wherever appears, shall have the following meanings, as set forth, unless the context otherwise requires:

**C.1 Standard Definitions**

- C.1.1 **Accident** means a sudden, unforeseen and involuntary event caused by external, visible and violent means.
- C.1.2 **Condition Precedent** means a policy term or condition upon which the Insurer's liability under the policy is conditional upon.
- C.1.3 **Congenital Anomaly** means a condition(s) which is present since birth, and which is abnormal with reference to form, structure or position.
- Internal Congenital Anomaly**  
Congenital anomaly which is not in the visible and accessible parts of the body.
- External Congenital Anomaly**  
Congenital anomaly which is in the visible and accessible parts of the body.
- C.1.4 **Deductible** means 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.
- C.1.5 **Dental treatment** means a treatment related to teeth or structures supporting teeth including examinations, fillings (where appropriate), crowns, extractions and surgery.
- C.1.6 **Illness** means a sickness or a disease or pathological condition leading to the impairment of normal physiological function and requires medical treatment.
- a. **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.
- b. **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 recurs or is likely to recur.
- C.1.7 **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.
- C.1.8 **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.

- C.1.9 **Medical Advice** means any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription.
- C.1.10 **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.
- C.1.11 **Notification of Claim** means 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.
- C.1.12 **OPD treatment** means the 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.
- C.1.13 **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.
- C.1.14 **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.
- C.2 Specific Definitions**
- C.2.1 **Accidental** An accident is a sudden, unforeseen and involuntary event caused by external, visible and violent means.
- C.2.2 **Acquired Immune Deficiency Syndrome** means the meaning assigned to it by the World Health Organization and shall include Human Immune deficiency Virus (HIV), Encephalopathy (dementia) HIV Wasting Syndrome and ARC (AIDS Related Condition).
- C.2.3 **Acts of God** means Lightning, Storm, Tempest, Flood and Inundation, Earthquake, Tsunami, Subsidence, Landslide and Rockslide, Avalanche.
- C.2.4 **Act of Terrorism** means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption or commission of an act dangerous to human life or property against any individual property or government with the stated or unstated objective of pursuing economic ethnic nationalistic political racial or religious interests whether such interests are declared or not. Robberies or other criminal acts primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrators and victims shall not be considered Terrorism Acts. Terrorism also shall include any act, which is verified or recognized by the relevant Government as an act of Terrorism.
- C.2.5 **Age** means the age of the Insured Person on his/her most recent birthday as per the English Calendar regardless of the actual time of birth, at the time of commencement of Period of Insurance.
- C.2.6 **Air Travel** means the act of boarding an aircraft for the purpose of flying therein or alighting there from following a flight.
- C.2.7 **Checked-In Baggage** means the baggage handed over by the Insured Person and accepted by the Common Carrier, (airline/coach operator/ferry company) for transportation in the same carrier in which the Insured Person is going to travel and for which the carrier has issued a baggage receipt to the Insured Person (excluding goods carried under contract of affreightment).
- C.2.8 **Company** means the Royal Sundaram General Insurance Co. Limited Formerly (Royal Sundaram Alliance Insurance Company Limited.)
- C.2.9 **Contracted Departure Date** means the date on which the Insured Person originally scheduled to leave on the Trip as specified in the Travel Documents.
- C.2.10 **Contracted Return Date** means the date on which the Insured Person originally scheduled to return from the Trip as specified in the Travel documents.
- C.2.11 **Common Carrier** means any civilian water conveyance or aircraft, in each case operated under a valid license for transportation of passengers for hire.
- C.2.12 **Covered Medical Expenses** means reasonable charges which are usual and Customary, incurred for services and

supplies for any sickness/illness or covered Accident to the Insured Person.

- C.2.13 **Covered Occurrence** means delay of a Common Carrier a) caused by inclement weather or b) due to strike or job action by employees of a Common Carrier scheduled to be used during the Insured Trip or c) due to industrial action or d) caused by Equipment failure of a Common Carrier.
- C.2.14 **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 rateable proportion of Sum Insured. This clause shall not apply to any Benefit offered on fixed benefit basis.
- C.2.15 **Disease** means an illness which a Medical Practitioner or Surgeon will certify that the Insured Person is suffering from.
- C.2.16 **Emergency Medical Evacuation**: means (a) the medical condition of the Insured Person warrant immediate transportation from the place of Accident/sickness to the nearest hospital where appropriate medical treatment can be obtained (b) after being treated at the local hospital the medical condition of the Insured Person warrant transportation to the country where the Trip commenced to obtain further medical treatment or to recover or both (a) and (b) above.
- C.2.17 **Expiry Date**: means a) The date of expiry as shown in the Certificate for each Insured Person OR b) the Completion of each Insured Journey OR c) the date of termination of the Policy OR d) e) at the expiration of the period for which the premium has been paid whichever is earlier.
- C.2.18 **Family** means Insured Person, Insured Person's spouse, Insured Person's children, Insured Person's parents who continue to be normally resident with the Insured Person.
- C.2.19 **Fire And Allied Perils** means Fire, Lightning, Explosion / Implosion, Aircraft Damage, Riot Strike & Malicious Damage, Earthquake, Storm Cyclone Typhoon Tempest Hurricane Tornado Flood and Inundation (excluding volcanic Eruptions and other Convulsions of Nature) Impact Damage by Rail / Road vehicles (other than Insured Person's Vehicles) & animals, Subsidence Landslide & Rockslide, Bursting and/or overflowing of water tanks, Apparatus and pipelines, Missile Testing Operations, Leakage from Automatic Sprinkler installation and Bush Fire.
- C.2.20 **Hazardous Sport / Hazardous Activities** means any sport or activity, which is potentially dangerous to the Insured Person whether he/she is trained, or not. Such Sport/Activity includes but not limited to Winter sports, Skydiving, Parachuting, Scuba Diving, Bungee Jumping, Mountain Climbing, Riding or Driving in Races or Rallies, caving or potholing, hunting or equestrian activities, diving or under-water activity, rafting or canoeing involving rapid waters, yachting or boating outside coastal waters, participation in any Professional Sports.
- C.2.21 **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 qualified nursing staff under its employment round the clock;
  - has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;
  - 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 makes these accessible to the insurance company's authorized personnel.
- C.2.22 **House breaking** means an act involving the unauthorized entry to or exit from Your Home or attempted threat by unexpected, forcible, visible and violent means, with the intent to commit an act of Theft.
- C.2.23 **In-Patient Care** means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.
- C.2.24 **Insured Journey** means the time period between the date the Insured Person boards the conveyance to leave for onward overseas journey or the Contracted Departure Date as per the Policy whichever is later and the date when the Insured Person first disembarks on return to India or the Contracted Return Date or the date of expiry of insurance whichever is earlier.
- C.2.25 **Insured** means the Corporate shown in the Schedule of the Policy.
- C.2.26 **Insured Person** means the employees whose name specifically appears in the Certificate to this Policy.
- C.2.27 **Medical Practitioner** is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of licence. The registered practitioner should not be the insured or close family

members.

- C.2.28 **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.
- C.2.29 **Kutchha construction** means buildings having walls and/or roofs of wooden planks thatched leaves and/or bamboo, plastic cloth asphalt canvas tarpaulin or the like.
- C.2.30 **Period of insurance** The period commencing from the first day of insurance mentioned in the Certificate or from the date of departure of each Insured Person from the Republic of India for each Trip, whichever is later and terminates on the Expiry Date.
- Provided however where the outward travel of the Insured Person commences during the policy period but the date of return extends beyond the date of expiry of the Policy then the period of insurance stands automatically extended until the Insured Person's return to Republic of India
- C.2.31 **Physician** means a person legally qualified to practice in medicine or perform surgery duly licensed by his/her respective jurisdiction, provided that this person is not a member of the Insured Person's Family.
- C.2.32 **Policy means** the insurance contract, the Part I, Part II & Part III of the Policy Schedule, Certificates and any other endorsements, riders and any other attached enrollment forms.
- C.2.33 **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 36 months to prior to the first policy issued by the insurer.
- C.2.34 **Reasonable and 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.
- C.2.35 **Relative(s)** shall mean the Insured Person's legal spouse, parent, children, brother, sister, who live in India.
- C.2.36 **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.
- C.2.37 **Sum Insured** means the maximum amount of coverage per benefit, as specified in the Schedule to this Policy/Certificate, that the Insured Person is entitled to in respect of each Benefit.
- C.2.38 **Third Party Administrator (TPA)** means any person or entity that is licensed by the Insurance Regulatory and Development Authority as a TPA on the Date of Commencement of Risk and is engaged for a fee or remuneration by the Company for the provision of rendering health administration services as per the terms and conditions of this Policy.
- C.2.39 **Travel Companion** means up to 2 named persons who is/are booked to accompany the Insured Person on the Trip.
- C.2.40 **Trip** means booked and planned travel out of, and back to, the Republic of India.
- C.2.41 **Valuables** means but not limited to photographic, audio, video, computer and any other electronic equipment (including software and data recorded on tapes and accessories) telecommunications and electrical equipment, musical instruments telescopes, binoculars, spectacles (contact lenses), Sunglasses, antiques, watches, jewellery, furs and articles made of precious stones and metals, money securities, credit and debit cards, cheques and Travellers cheques, travel tickets, currency notes, curios, paintings and business samples.

## **D BENEFITS COVERED UNDER THE POLICY**

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to pay to the Insured Person a sum as compensation for any loss or damage occurring during the Period of Insurance as described under different Benefits hereunder, and as specified in the Schedule to the Policy, but not exceeding the Sum Insured.

### **D.1.1 BENEFIT 1 (a) - OVERSEAS HEALTH COVER**

The Company shall compensate the Insured Person for expenses incurred for availing immediate medical assistance required as a consequence of such Insured Person falling ill or sustaining an

Accident whilst on a Trip abroad, but not exceeding the Sum Insured. The Coverage is not a general health insurance policy and is only for the use of the Insured Person in the event of a sudden and unexpected sickness or Accident arising when the terms aforementioned are fulfilled.

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

**Terms and Conditions:**

If the Insured Person falls ill or contracts any Disease or sustains an Accident whilst on a Trip abroad during the Period of Insurance, then the Company will pay or arrange to pay for the following costs:

1. Reasonable and Customary Charges, subject to the deductible excess shown in the Policy Schedule, for Covered Medical Expenses incurred overseas by the Insured Person which are not due to a Pre-Existing Condition up to the Sum insured for the treatment of an injury or sickness sustained by the Insured Person while the Policy is in effect. Any medical services or series of services with a cost greater than USD 100 shall not be covered by the Policy unless the Insured Person consults with the TPA and the cost for such services are authorized in advance by TPA and its assistance cooperation partners. Costs would be those incurred for medically necessary treatment undertaken during a Trip abroad less the Excess stated in the Schedule. For the purpose of this Benefit, 'treatment' shall be deemed to include only the following:
  - (a) Out patient treatment (except where stated otherwise) provided the same cannot be deferred till the Insured Person's return to the Republic of India.
  - (b) In patient treatment in a local hospital at the place the Insured is staying at the time of occurrence of an insurable event or at the nearest suitable hospital.
  - (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).
  - (d) Radiotherapy, heat therapy or phototherapy and other such treatment prescribed by a physician.
  - (e) X-Ray, diagnostic test, provided these pertain to the diagnosed diseases due to which hospitalization was deemed necessary.
  - (f) 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 available Physician.
  - (g) Cost of being transferred to a special clinic if this is medically necessary and prescribed as such by a Physician.
  - (h) Life saving unforeseen emergency measures, or measures solely designed to relieve acute pain, provided to the Insured Person by medical practitioners for Disease/ Accident arising out of a Pre-Existing Condition.

In no event will benefits continue to be provided by the Company for any Covered Medical Expenses incurred after the expiry date of the Policy or Insured Person's return to India whichever is earlier.

**D.1.2 BENEFIT 1 (b) EMERGENCY DENTAL TREATMENT**

The Company shall compensate the Insured Person for expenses resulting from Injury sustained to Sound Natural Teeth during a Trip abroad but not exceeding the Sum Insured.

Only dental services for the immediate relief of dental pain are covered.

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

**D.1.3 BENEFIT 1 (c) EMERGENCY EVACUATION**

The Company shall compensate the Insured Person for expenses in relation to Emergency Evacuation during a Trip abroad but not exceeding the Sum Insured as stated under Benefit 1(a).

This medical benefit would include the following:

- I. Any extra costs of medically necessary and prescribed transportation from the foreign country to the Republic of India or to the nearest hospital in the event that it is not possible to guarantee medical treatment within a reasonable distance of Insured Person's current location provided that—
  - Extra costs in the event of transportation are the additional costs arising as a consequence of the insured event for their return journey home.

- In the event that the Insured Person is capable of being transported from a medical point of view, it is the decision of TPA and its assistance cooperation partners whether the Insured Person is repatriated to India or not.

**II. Balance Period of Policy + 30 days:**

- If the by TPA and its assistance cooperation partners advises that the continued treatment in the Republic of India is appropriate, then the Company will pay the Reasonable and Customary Charges, subject to the deductible excess shown in the Policy Schedule, for medical expenses incurred in India for the same illness/bodily injury contracted abroad following the transportation home, for a maximum period of 30 days from date of return, provided the disease/injury/illness is contracted within the Period of Insurance during the Trip abroad.

**D.1.4 BENEFIT 1(d) – REPATRIATION OF MORTAL REMAINS**

In the event of the death of the Insured Person during the Trip due to illness/ injuries, which are insured events in terms of this Policy, the Company shall compensate for the transportation expenses reasonably incurred to return the mortal remains of the Insured Person to the place of residence in the Republic of India, the expenses for local burial or cremation in the country where the death occurred, subject to the Sum Insured.

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

**D.1.5 BENEFIT 1(e) – HOSPITAL DAILY ALLOWANCE**

In case the Insured Person is hospitalized for a period of more than 72 hours and where the Company has accepted liability under Overseas Health Cover aforementioned, then the Company will pay a lump sum benefit for each consecutive 24 hours of hospitalization exceeding the first 72 hours subject to Sum Insured.

The daily limit and the maximum limit are mentioned in the Schedule hereto.

Exclusions Applicable to BENEFIT 1 (a-e):

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 Person, towards:

- (a) Medical treatment abroad if that is the sole reason or one of the reasons for temporary stay abroad.
- (b) Medical expenses/ services, the need for which arises out of a Pre-Existing Condition, but for 1(h) above of the Terms and Conditions.
- (c) Treatment that could reasonably be delayed until the Insured Person'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 TPA and its assistance cooperation partners as the case may be.
- (d) Service, supplies or treatment including the period of hospitalisation confinement determined as excess of Reasonable and Customary charges by TPA and its assistance cooperation partners.
- (e) Treatments relating to the removal of physical flaws or anomalies (cosmetic treatment or 'plastic' surgery in any form or manner) unless necessitated by an Accident.
- (f) Any costs incurred in connection with rest cures or recuperation at a spa or health resort, sanatorium, convalescence home or similar institution whether forming part of treatment or not.
- (g) Any costs related to mental or psychiatric disorders.
- (h) Routine physicals or examinations where there are no objective indications or impairment in normal health.
- (i) Pregnancy of the Insured Person including child birth mis-carriage abortion or complication of any of these including diagnosis and treatment of infertility or other problems related to inability to conceive a child, birth control including surgical procedures and devices.
- (j) Medical treatment of typical symptoms suffered during pregnancy and their consequences, including changes in other chronic conditions as a result of pregnancy.
- (k) Any medical check-ups during pregnancy or treatment of the pregnancy.
- (l) Expenses incurred in connection with weak strained or flat feet, corns, calluses or toenails.
- (m) Diagnosis and treatment of acne.
- (n) Organ transplants which are considered experimental in nature.
- (o) Well child care including exams and immunizations.
- (p) Expenses which are not exclusively medical in nature.

- (q) Congenital (external or internal) anomalies or any complications or conditions arising therefrom.
- (r) Any expenses incurred in India unless authorized and approved by the TPA and its assistance cooperation partners in advance.
- (s) Rehabilitation and/or physiotherapy or the costs of prostheses/prosthetics (artificial limbs, eye glasses, contact lenses, hearing aids) etc.
- (t) Medical expenses covered under Workman's Compensation or similar policy.
- (u) Medical expenses incurred as a result of alcohol and/or drug abuse, addiction or overdose.
- (v) Treatment by Relatives.
- (w) Dental crowns and bridges.
- (x) Expenses recoverable from any medical or hospital benefit fund.
- (y) Any exclusion mentioned in the General Exclusions section of this Policy.

## **D.2 BENEFIT 2 - ACCIDENTAL DEATH & DISMEMBERMENT**

### **D.2.1 BENEFIT 2 (a) - ACCIDENTAL DEATH & DISMEMBERMENT (24 HOURS)**

If at any time during the Trip the Insured Person shall sustain any bodily injury resulting solely and directly from Accident caused by external violent and visible means, then the insured person or his/ her legal representative (s), as the case may be, will be paid the Sum Insured mentioned in the Schedule of this policy, against Accident Death and Dismemberment, if such injury shall within 12 Calendar months of occurrence be the sole and direct cause of Death/ Disablement as given in the table of benefits below:

Provided always that the policy will not pay under more than one of the following sub clauses in respect of the same Accident

Terms & Conditions:

If the Insured Person meets with an Accident, which leads to death or subsequent disablement, the Company will provide insurance coverage to the Insured Person in the following manner:

- 1. Death of Insured Person:** If following an Accident that causes death of the Insured Person within 12 Calendar months from the date of Accident, the Company will pay to the person nominated by the Insured Person, an amount as compensation subject to the Sum Insured.
- 2. Permanent disablement of the Insured Person:** If following an Accident which caused permanent impairment of the Insured Person's physical capabilities, the Company will pay the benefits as provided in the Table of Benefits below depending upon the degree of disablement provided that:
  - a) The disablement occurs within 12 Calendar months from the date of the Accident.
  - b) The disablement must be confirmed and claimed for prior to the expiry of a period of 3 months since occurrence of the disablement.

#### **Table of Benefits**

| <b>Benefits</b>                                       | <b>Percentage of Sum Insured</b> |
|-------------------------------------------------------|----------------------------------|
| 1. Death                                              | 100%                             |
| 2. Permanent Total Disablement                        |                                  |
| Total and irrevocable loss* of                        |                                  |
| (i) Both Hands or both feet                           | 100%                             |
| (ii) sight of both eyes                               | 100%                             |
| (iii) one entire hand and one entire foot             | 100%                             |
| (iv) Loss of either hand or foot and sight of one eye | 100%                             |
| (v) Speech and hearing in both ears                   | 100%                             |
| (vi) Either hand or foot                              | 50%                              |
| (vii) Sight of One eye                                | 50%                              |

|                                             |      |
|---------------------------------------------|------|
| (viii) Speech                               | 50%  |
| (ix) Hearing in both ears                   | 50%  |
| (x) Thumb and index finger of the same hand | 25%  |
| (xi) Quadriplegia                           | 100% |
| (xii) Paraplegia                            | 50%  |
| (xiii) Hemiplegia                           | 50%  |
| (xiv) Uniplegia                             | 25%  |

Loss of feet/hand means total severance through or above the ankle/ wrist joints respectively. Eye means entire and irrevocable loss of sight. Thumb and index finger means actual severance through or above the joint that meets the hand at the palm. Speech or hearing means entire and irrecoverable loss of speech or hearing of both ears. Quadraplegia means the complete and irreversible paralysis of both upper and both lower limbs. Paraplegia means the complete and irreversible paralysis of both lower limbs. Hemiplegia means the complete and irreversible paralysis of upper and lower limbs of the same side of the body. Uniplegia means the complete and irreversible paralysis of one Limb. Limb means entire arm or leg.

**Special Conditions:**

1. If the Accident affects any physical function, which was already impaired beforehand, a deduction will be made equal in amount for this prior disablement.
2. If the accident impairs a number of physical functions, the degree of disablement given in the Table of Benefits will be added together, but not exceeding 100% of the Sum Insured.
3. In the event of Permanent Disablement, the Insured Person will be under obligation:
  - a) To have himself/herself examined by doctors appointed by the Company/ TPA and its assistance cooperation partners and the Company will pay the costs involved thereof.
  - b) To authorize doctors providing treatments or giving expert opinion and any other authority to supply the Company any information that may be required.

If the obligations are not met with due to whatsoever reason, the Company may be relieved of its liability to pay.

**Exclusions:**

The Company shall not be liable to make any payment under this Benefit in connection with:

- (a) 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.
- (b) Damage to health caused by curative measures, radiation, infection, poisoning except where these arise from an Accident.
- (c) Any payment under this Benefit whereby the Company's liability would exceed the sum payable in the event of death.
- (d) Any other claim after a claim for death has been admitted by the Company and becomes payable.
- (e) Any claim which arises out of an Accident whilst engaging in aviation or ballooning, whilst mounting into or dismounting from or travelling in any balloon or aircraft or which occurs during parachuting except when the Insured Person is flying as a fare paying passenger on a multi engine, commercial aircraft.
- (f) Any claim arising out of an Accident related to pregnancy or childbirth, venereal disease or infirmity, whether directly or indirectly.
- (g) Any claim for death or Disablement of the Insured Person from
  - (a) intentional self-injury, suicide or attempted suicide
  - (b) whilst under the influence of intoxicating liquor or drugs
  - (c) self-endangerment unless in self-defense or to save life.
- (h) Physically and mentally challenged persons, unless specifically agreed and endorsed in the Policy.
- (i) Any exclusion mentioned in the "General Exclusions" section of this Policy.

**D.2.2 BENEFIT 2(b) - ACCIDENTAL DEATH AND DISMEMBERMENT (COMMON CARRIER)**

If at any time during the Trip the Insured Person shall sustain any bodily injury while travelling as a passenger in or whilst boarding or alighting from a Common Carrier resulting solely and directly from Accident caused by external violent and visible means, then the insured person or his/her legal representative (s), as the case may be, will be paid the Sum Insured mentioned in the Schedule of this policy, against Accidental Death and Dismemberment (Common Carrier), if such injury shall within 12 Calendar months of occurrence be the sole and direct cause of Death/Disablement as given in the table of benefits below:

Provided always that the policy will not pay under more than one of the following sub clauses in respect of the same Accident.

**Terms & Conditions:**

If the Insured Person meets with an Accident, which leads to death or subsequent disablement, the Company will provide insurance coverage to the Insured in the following manner:

- a. **Death of Insured Person:** If following an Accident that causes death of the Insured Person within 12 Calendar months from the date of Accident, the Company will pay to the person nominated by the Insured Person, an amount as compensation subject to the Sum Insured
- b. **Permanent disablement of the Insured Person:** If following an Accident which caused permanent impairment of the Insured Person's physical capabilities, the Company will pay the benefits as provided in the Table of Benefits below depending upon the degree of disablement provided that:
  - a) The disablement occurs within 12 Calendar months from the date of the Accident.
  - b) The disablement must be confirmed and claimed for prior to the expiry of a period of 3 months since occurrence of the disablement.

Table of Benefits

| Benefits                                              | Percentage of Sum Insured |
|-------------------------------------------------------|---------------------------|
| 1. Death                                              | 100%                      |
| 2. Permanent Total Disablement                        |                           |
| Total and irrevocable loss* of                        |                           |
| (i) Both Hands or both feet                           | 100%                      |
| (ii) sight of both eyes                               | 100%                      |
| (iii) one entire hand and one entire foot             | 100%                      |
| (iv) Loss of either hand or foot and sight of one eye | 100%                      |
| (v) Speech and hearing in both ears                   | 100%                      |
| (vi) Either hand or foot                              | 50%                       |
| (vii) Sight of One eye                                | 50%                       |
| (viii) Speech                                         | 50%                       |
| (ix) Hearing in both ears                             | 50%                       |
| (x) Thumb and index finger of the same hand           | 25%                       |
| (xi) Quadriplegia                                     | 100%                      |
| (xii) Paraplegia                                      | 50%                       |
| (xiii) Hemiplegia                                     | 50%                       |
| (xiv) Uniplegia                                       | 25%                       |

Loss of feet/hand means total severance through or above the ankle/ wrist joints respectively. Eye means entire and irrevocable loss of sight. Thumb and index finger means actual severance through or above the joint that meets the hand at the palm. Speech or hearing means entire and irrecoverable loss of speech or hearing of both ears. Quadriplegia means the complete and irreversible paralysis of both upper and both lower limbs. Paraplegia means the complete and irreversible paralysis of both lower limbs. Hemiplegia means the complete and irreversible paralysis

of upper and lower limbs of the same side of the body. Uniplegia means the complete and irreversible paralysis of one Limb. Limb means entire arm or leg.

Special Conditions:

1. If the Accident affects any physical function, which was already impaired beforehand, a deduction will be made equal in amount for this prior disablement.
2. If the accident impairs a number of physical or mental functions, the degree of disablement given in the Table of Benefits will be added together, but not exceeding 100% of the Sum Insured.
3. The Company will pay for loss of Life, if while on a Trip, the Insured Person's body cannot be located within 365 days after forced landing, stranding, sinking or wrecking of a conveyance, in which the Insured Person was a passenger or as a result of any Acts of God, in which case, it shall be deemed subject to all other terms and conditions of the policy that the Insured Person has suffered loss of life within the meaning of the policy.
4. In the event of permanent disablement, the Insured Person will be under obligation:
  - a) To have himself/herself examined by doctors appointed by the Company/ TPA and its assistance cooperation partners and the Company will pay the costs involved thereof.
  - b) To authorize doctors providing treatments or giving expert opinion and any other authority to supply the Company any information that may be required.

If the obligations are not met with due to whatsoever reason, the Company may be relieved of its liability to pay.

Exclusions:

The Company shall not be liable to make any payment under this Benefit in connection with:

- a. 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.
- b. Damage to health caused by curative measures, radiation, infection, poisoning except where these arise from an Accident.
- c. Any payment under this Benefit whereby the Company's liability would exceed the sum payable in the event of death.
- d. Any other claim after a claim for death has been admitted by the Company and becomes payable.
- e. Any claim which arises out of an Accident whilst engaging in aviation or ballooning, whilst mounting into or dismounting from or travelling in any balloon or aircraft or which occurs during parachuting except when the Insured Person is flying as a fare paying passenger on a multi engine, commercial aircraft.
- f. Any claim arising out of an Accident related to pregnancy or childbirth, venereal disease or infirmity, whether directly or indirectly.
- g. Any claim for death or Disablement of the Insured Person from (a) intentional self-injury, suicide or attempted suicide
  - (b) whilst under the influence of intoxicating liquor or drugs
  - (c) self-endangerment unless in self-defense or to save life. Physically and mentally challenged persons, unless specifically agreed and endorsed in the Policy.
- h. Any exclusion mentioned in the "General Exclusions" section of this Policy.

### **D.3 BENEFIT 3 - TRAVEL INCONVENIENCE BENEFIT 3(a) - LOSS OF CHECKED-IN BAGGAGE**

The Company will reimburse up to the limits specified in the Schedule of the policy in the event of the Insured Person suffering Total Loss of entire piece of Checked in Baggage which is under the care control and custody of the Common Carrier, while the Insured Person is a ticketed passenger on the Common Carrier during the course of the Insured Journey.

Terms & Conditions:

The Insured Person has to provide the following documents to TPA: event that the Insured Person suffers a delay of more than 12 hours from the Scheduled Arrival time at the destination for delivery of Baggage that has been checked by a Common Carrier for an international outbound flight from the Republic of India.

**Terms & Conditions:**

The Company will pay provided that

1. The Baggage is delayed on arrival in a country abroad (outward flight).
2. The Insured Person has to provide the following documents to TPA:
  - Property Irregularity Report issued by the Common Carrier.
  - Certificate from airlines confirming duration of delay.
  - Any further documents requested by TPA to confirm delay of baggage and amount recovered from airlines.
  - Property Irregularity Report.
  - Boarding pass (s) and baggage coupon(s)/tag(s) of Insured Person and above mentioned travel companion if applicable.
  - List of articles lost and their value.
  - Proof of ownership for articles valued more than 100 USD.
  - Any further required documents requested by TPA to confirm loss of baggage and amount recovered from airlines.

**Special Condition:**

- (i) Benefits for Baggage Loss will be in excess of any amount paid or payable by the Carrier responsible for the loss and/or in excess of all other valid and collectible insurance.
- (ii) The maximum amount reimbursable per bag is 50% of the Sum Insured and the maximum value per article contained in any bag is 10% the Sum Insured.

**Exclusions**

The Company shall not be liable to make any payment under this benefit in connection with:

- (a) Any non-compliance with the terms & conditions as stated above.
- (b) Any partial loss of items contained within a bag.
- (c) The Company will not be liable for any Valuables, perishables and consumables
- (d) Losses arising from any delay, detention, confiscation by customs officials or other public authorities.
- (e) Loss due to complete or partial damage of the baggage
- (f) Any amount recovered under Delayed Baggage cover of the policy from the same event
- (g) Any exclusion mentioned in the "General Exclusions" section of this Policy.

**D.3.1 BENEFIT 3(b) - DELAY OF CHECKED-IN BAGGAGE**

The Company will reimburse up to the Sum Insured for necessary emergency purchase of essential clothes and toiletries in the event that the Insured Person suffers a delay of more than 12 hours from the Scheduled Arrival time at the destination for delivery of Baggage that has been checked by a Common Carrier for an international outbound flight from the Republic of India.

**Special Condition:**

Benefits for Baggage Loss will be in excess of any amount paid or payable by the Carrier responsible for the loss and/or in excess of all other valid and collectible insurance.

**Exclusions:**

The Company shall not be liable to make any payment under this benefit in connection with:

- (a) Losses arising from any delay, detention, confiscation by customs officials or other public authorities.
- (b) Any baggage delay on arrival in the Republic of India (inward flight)
- (c) Benefits for Baggage Delay paid or payable by the Carrier, provided however this insurance shall apply in excess of the amount recoverable from carrier/ other insurers.
- (d) Any exclusion mentioned in the "General Exclusions" section of this Policy.

**D.3.2 BENEFIT 3(c) - LOSS OF PASSPORT, VISA**

In the event that the passport, visa belonging to the Insured Person is lost, the Company will reimburse up to the limit mentioned in the Schedule to cover only the direct expenses necessarily and reasonably incurred in connection with obtaining emergency travel documents in lieu of passport /visa or duplicate or new passport.

**Terms & Conditions:**

The Company will pay provided that

- The loss of passport, visa was reported to police authority within 24 hours of the Insured Person becoming aware of

such loss and an official Police report is provided to TPA.

- The proof of emergency travel documents is provided to TPA.
- Any further documents requested by TPA to confirm delay of baggage and amount recovered from airlines.

Exclusions:

The Company shall not be liable to make any payment under this Benefit in connection:

- (a) Loss of the passport/visa due to delay or confiscation or detention by the Customs, Police or Public Authorities.
- (b) Loss of the passport/visa due to theft unless it has been reported to the Police within 24 hours the Insured Person becoming aware of the theft and a written Police Report obtained.
- (c) Loss of the passport/visa/ due to it being left unattended or forgotten by the Insured Person in a public place or public transport, hotel, apartment.
- (d) Loss or theft of the passport/visa in a private place or in a private vehicle unless it was located in a locked hotel room or apartment and forcible and violent entry was used to gain access to it.
- (e) The applicable Excess as mentioned in the Schedule.
- (f) Any exclusion mentioned in the "General Exclusions" section of this Policy.

#### D.3.3 BENEFIT 3(d) - HIJACK DISTRESS ALLOWANCE

In the event of any Common Carrier, in which the Insured Person is travelling being hijacked on the trip abroad and captivated for more than 24 continuous hours, then the Company will pay a lump sum, for each consecutive 24 hours in captivity, in excess of the first 24 hours, to each Insured Person, up to the maximum limit per policy.

The amount payable per 24 hours per Insured Person and the maximum limit per Insured Person is mentioned in Part I of the Schedule here to.

Terms and Conditions

The Company will pay provided that:

- I. The proof of travel is provided to us.
- II. Any further required documents requested by TPA to confirm loss of baggage and amount recovered from airlines.

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 Person in connection with or in respect of:

- (a) Any claim where the Insured Person is considered as the principal or accessory in the hijacking.
- (b) Any exclusion mentioned in the "General Exclusions" section of this Policy.

#### D.3.4 BENEFIT 3 (e) - TRIP DELAY

The Company will reimburse reasonable expenses towards food and beverages and emergency purchase of essential clothing, toiletries, if the Insured Person's Common Carrier commencement is delayed for more than 12 continuous hours while undertaking a Trip, due to any Covered Occurrence and when no alternative travel arrangement is available, up to the limit provided in the Schedule of the Policy.

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 Person in connection with or in respect of:

- a) Failure to check in on time
- b) Negligence or fault of the travel agent.

Subject to exclusions mentioned in the "General Exclusions" section of this Policy.

#### D.3.5 BENEFIT 3(f) - TRIP CANCELLATION:

The Company will pay losses up to the maximum amount stated in the policy Schedule and subject to the Excess, if prior to the Contracted Date of Departure the Trip is cancelled and the Insured Person is prevented from undertaking the Trip due to death

- (a) of the Insured Person or
- (b) Traveling Companion or
- (c) the Relative of the Insured Person.

The Company will reimburse for the unused and non-refundable portion of the pre-paid lodging cost and/or the ticket cancellation charges of the Common Carrier provided these were booked prior to the occurrence.

**Special Condition:**

The insured Person should notify to the Company as soon as reasonably possible in the event of Trip Cancellation. The Insured Person / his representatives should also take all necessary steps to obtain maximum refund from applicable channels.

**Exclusions:**

The Company shall not be liable to make any payment under this Benefit in connection with:

- 1) the Insured Person and /or Travel Companion changing his/her mind about undertaking the Trip.
- 2) negligence or fault of the travel agent.
- 3) the Insured Person/his or her travel companion is/are aware of the possible cancellation prior to commencement of the Trip.
- 4) suspension of services by the Common Carrier whether voluntarily or pursuant to any order from any authority.
- 5) additional penalty charges incurred that would not have been imposed, had the Insured notified as soon as reasonably possible.
- 6) any exclusion mentioned in the "General Exclusions" section of this Policy.

**D.3.6 BENEFIT 3(g) - TRIP CURTAILMENT:**

The Company will pay benefits up to the limits given in the Schedule of the policy for Covered Expenses reasonably incurred by the Insured Person not being able to continue and complete his/her trip due to

- a) Death of a Travelling Companion or
- b) Emergency Medical Evacuation of the self as per the terms of the policy

"Covered Expenses" would mean proportionate expenses pre-paid but are not refundable including tickets for the return journey to Republic of India.

**Expenses payable are:**

additional expenses for travel less amounts recoverable on unused travel vouchers or tickets or tours.

1. Additional expenses for accommodation less amounts recoverable on unused pre-paid accommodation.

**Special Condition:**

The Insured Person should notify to the Company as soon as reasonably possible in the event of Trip Curtailment. The Insured Person should also take all necessary steps to obtain maximum refund from applicable channels. The Company will not be liable for additional penalty charges incurred that would not have been imposed, had the Insured Person notified as soon as reasonably possible.

**Exclusions:**

The Company shall not be liable to make any payment under this Benefit in connection with:

- a. Additional expenses incurred while travelling in higher class/ category than the original travel ticket booked for Insured Person's return journey.
- b. Exclusion mentioned in the "General Exclusions" section of this Policy.

**D.4 BENEFIT 4- HOME INSURANCE:**

The Company will pay for the loss and/or damage caused by Fire and Allied Perils, House breaking and /or attempted House breaking of Contents, whilst contained in the home of the Insured Person, stated as "Address of the Insured Person (in India)" under Part I of the policy, up to Sum insured.

The Company shall not pay more than 20% of the Sum Insured in respect of any one item.

This Benefit is applicable for the entire Family unit and not on Insured Person.

Contents means the following, not used for Business or Business Purposes, so long as they are owned by the Insured Person and/or Insured Persons Family. are legally responsible for them:

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

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

**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 Person in connection with or in respect of:

- 1) the Insured Person and /or Travel Companion changing his/her mind about undertaking the Trip.
- 2) negligence or fault of the travel agent.
- 3) the Insured Person/his or her travel companion is/are aware of the possible cancellation prior to commencement of the Trip.
- 4) suspension of services by the Common Carrier whether voluntarily or pursuant to any order from any authority.
- 5) additional penalty charges incurred that would not have been imposed, had the Insured notified as soon as reasonably possible.
- 6) any exclusion mentioned in the "General Exclusions" section of this Policy.

**Basis of loss settlement:**

1. In the event of a total loss or damage of an item, the Company will pay the Market Value of the item less any value for salvage. In the event of repairs of any item damaged, the Company will pay the repair expenses, up to the Market Value of the item damaged.
2. The Company may at its option repair, reinstate or replace instead of paying the amount of loss or damage of the item.
3. No payment will be made for any cost of any improvements/ alterations/enhancements/additions effected by the Insured Person.
4. If there be any other insurance covering the same property, then this Policy will not pay more than the rateable proportion of the loss as the Sum Insured Person bears to the total sum insured under all such policies.

**Duty of the Insured Person.**

1. The Insured Person shall at all times take reasonable care of the property.
2. Notification of any changes in the location or any other factor affecting the Company's risk must be made by the Insured Person immediately to the Company.
3. If an event occurs giving rise to a claim under the policy, the same must be notified in writing to the Company and also lodge a complaint with the police giving details of the items lost.
4. The Insured Person should protect the rights and remedies against others.

**D.5 BENEFIT 5- LEGAL BAIL BOND:**

The Company will pay for payment up to the Sum Insured towards the cost of bail bond, following false arrest or wrongful detention of the Insured Person as a result of false arrest or wrongful detention by any government or foreign power.

Subject to other exclusion mentioned in the "General Exclusions" section of this Policy.

**D.6 BENEFIT 6 - PERSONAL LIABILITY**

The Company will compensate the Insured Person, in the event of the Insured Person becoming legally liable to a third party (under statutory liability provisions or in common law for an incident which results in death, injury of such third party or damage to his/ her properties), but not exceeding the Sum Insured, provided the incident occurs during the Period of Insurance and whilst on a Trip abroad and provided that the claim is reported to the Company immediately and subject to the Special conditions and the Exclusions below.

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

**Special Condition(s):**

1. The Company shall be responsible for contesting unjustified claims against the Insured Person and providing indemnity for damages, which the Insured Person 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.
2. If there is a legal action in process against the Insured Person 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 Person at the Company's sole discretion.

3. The Company will have the right, but in no case the obligation, to take over and conduct in the name of the Insured Person 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.
4. In the event the Company, in its sole discretion, chooses to exercise its right in pursuance of the above Special Condition 3, 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 exercised its rights under this condition.

**Exclusions:**

The Company shall not be liable to make any payment under this benefit in connection with:

1. Any claim arising from Employer's liability or Insured Person's contractual liability.
2. Any claim of personal liability of the Insured Person towards his/ her Family, relations and travelling companions, friends or colleagues whether personal or official.
3. Any claim resulting from transmission of an illness or disease by the Insured Person.
4. Any claim or damage resulting from professional activities involving the Insured Person.
5. Any liability that is expected by or intended for the Insured Person.
6. Any claim for liability arising directly or indirectly from or due to:
  - a) The possession of animals. Either own or under care control and custody of the Insured Person.
  - b) The ownership or possession of vehicles, aircrafts, watercrafts, or activities of the Insured Person involving parachuting, hang- gliding, hot air ballooning or use of firearms.
  - c) Legal costs and proceedings that result from any criminal or illegal act.
  - d) Any willful, malicious or unlawful act.
  - e) Insanity, the use of any alcohol/ drugs (except as medically prescribed) or drug addiction.
  - f) Any supply of goods or services on the part of the Insured Person arising out of the Insured Person's business.
  - g) Any ownership or occupation of land or buildings other than the occupation of any temporary residence.
  - h) Liability arising out of use sale manufacture delivery transfer or possession by any person of a controlled substance or contraband as defined by the appropriate Authority or the Federal Food and Drug Agency or equivalent or similar organization.
  - i) Any exclusion mentioned in the "General Exclusions" section of this Policy.

**D.7 BENEFIT 7 - DEPUTATION OF A SUBSTITUTE EMPLOYEE**

The Company will reimburse the Insured, the actual travel expenses, incurred by the Insured in deputing a substitute employee, in case, the Insured Person falls sick/meets with an accident abroad and his/her Emergency Evacuation is recommended by the attending physician and authorized by the Assistance Company, following a claim admissible under "Benefit 1( c)" Emergency Medical Evacuation.

**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 Person in connection with or in respect of:

1. Additional expenses incurred while travelling in higher class/ category than the original travel ticket booked for Insured Person's return journey.
2. Any exclusion mentioned in the "General Exclusions" section of this Policy.

**E EXCLUSIONS**

**E.1 Specific Exclusions**

(APPLICABLE TO ALL BENEFITS UNDER THE POLICY):

Without prejudice to anything contained in this Policy, the Company shall not be liable to make any payments in respect of:

1. Contracted Departure Date not within the Policy period mentioned in the Schedule.

2. Any claim in respect of Pre-existing conditions.
3. Any claim if the Insured Person-
  - a) Is travelling against the advice of a physician.
  - b) Is receiving, or is on a waiting list to receive, specified medical treatment declared in a physician's report or certificate.
  - c) Has received terminal prognosis for a medical condition.
  - d) whilst taking part in a naval, military or air force operation.
4. Any claim arising out of illnesses or Accidents that the Insured Person has caused intentionally or by committing a crime or as a result of drunkenness or addiction (drugs, alcohol).
5. Any claim arising out of mental disorder, suicide or attempted suicide self inflicted injuries, or sexually transmitted conditions anxiety, stress, depression, venereal disease or any loss directly or indirectly attributable to HIV (Human Immunodeficiency Virus) and / or any HIV related illness including AIDS (Acquired Immunodeficiency Syndrome) and / or any mutant derivative or variations thereof how so ever caused.
6. Any claim arising from the Insured Person engaging in Air Travel unless he/she flies as a fare paying passenger on an aircraft properly licensed to carry passengers. For the purpose of this exclusion Air Travel means being in or on or boarding an aircraft for the purpose of flying therein or alighting there from following a flight.
7. Any claim for any losses in whole or in part and / expenses directly or indirectly in respect of the Insured Person riding on a motor cycle or any other two-wheeled and two-wheeled motorized mode of conveyance as driver or passenger.
8. Illness and Accidents that are results of war and warlike occurrence or invasion, acts of foreign enemies, hostilities, civil war, rebellion, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, seizure capture arrest restraints detentions of all kings princes and people of whatever nation condition or quality what so ever.
9. Participation in riots, confiscation or nationalization or requisition of or destruction of or damage to property by or under the order of any government or local authority.
10. Any Act of Terrorism.
11. Any claim arising from damage to any property or any loss or expense whatsoever resulting or arising from or any consequential loss directly or indirectly caused by or contributed to or arising from:
  - a) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from any nuclear waste from combustion (including any self sustaining process of nuclear fission) of nuclear fuel.
  - b) Nuclear weapons material
  - c) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
12. Any claim arising out of sporting activities in so far as they involve in training or participation in competitions of professional or semi-professional sports persons, unless declared beforehand and necessary additional premium paid.
13. Any claim for participation in Hazardous Sports/Hazardous Activities.
14. Any claim for self exposure to needless peril (except in an attempt to save human life).
15. Any loss of which a contributing cause was the Insured Person's actual or attempted commission of or willful participation in an illegal act or any violation or attempted violation of the law.
16. Any claim directly or indirectly arising from the Insured Person engaging in any manual work.
17. Any claim for / expenses incurred after the Expiry Date of the Policy or Insured Person's return to India whichever is earlier, except what is specifically provided.
18. Any claim arising out of consequential loss or contractual liability.
19. Any claim up to the Excess as shown in the Policy Schedule.

## **F GENERAL TERMS AND CLAUSES**

## **F.1 Specific Terms and Clauses**

(APPLICABLE TO ALL BENEFITS UNDER THIS POLICY)

The conditions below apply throughout this insurance. Failure to comply with them may be prejudicial to a claim:

F.1.1 Professional and semi-professional sportsmen are not eligible to be insured under this Policy unless specifically agreed to by the Company.

F.1.2 Reasonable Precautions:

The Insured Person shall take all reasonable and proper care to safeguard against Accident or illness or loss or damage to his/her property as if this insurance was not in force. Failure to do so will prejudice the Insured Person's claim under this insurance.

F.1.3 Claim Procedure:

- (a) The Insured Person shall immediately contact the Alarm Center of TPA and its assistance cooperation partners stating the necessary details.
- (b) TPA Alarm Center 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 Person shall contact the Alarm Center as soon as possible. In either case, when being admitted as a patient, the Insured Person shall show the concerned Physician or personnel this Policy if requested.

F.1.4 Claims Settlement:

- (a) Benefits payable under this policy will be paid within reasonable time upon receipt of due written evidence of such loss and any further documentation information and assistance that TPA and its assistance cooperation partners may require.
- (b) Reimbursement of all claims by TPA will be in Indian Rupees at the exchange applicable on the date the amount is billed. If, however, it can be proved that the necessary foreign currency to pay the bill was obtained at a less favourable rate, this will be taken as the applicable exchange rate.

The claim documents should be sent to:

### **Health Claims Department**

M/s. Royal Sundaram General Insurance Co. Limited.

Corporate office,

Vishranthi Melaram Towers,

No.2/319, Rajiv Gandhi Salai (OMR), Karapakkam, Chennai 600 097.

- (c) All admissible claims under this policy shall be offered for settlement within 15 days from the receipt of last necessary document. Wherever settlement offer has been made and accepted by Insured Person / Nominee / Legal heir as the case may be, the company shall pay the offered claim amount within 7 days from the date of such acceptance, failing which the Company shall be liable to pay interest at 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed.
- (d) At the time of claim settlement, Company may insist on KYC documents of the Proposer as per the relevant AML guidelines in force.

F.1.5 Claim Documentation:

- i) The original bills and vouchers must be submitted along with all claims.
- ii) Bills/ Prescriptions/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.
- iii) 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.

- iv) For reimbursement of extra expenses of transportation of Insured Person 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.
- v) 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.
- vi) For personal liability, proof of judicial decision rendered by a court of law.
- vii) For personal Accident, bills/ vouchers/ reports/ discharge summary, Death Certificate, First Information Report Post Mortem Report Legal Heir Certificate and such other documents as may be required 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.
- viii) Any other document(s) that the Company requires from the Insured Person to process the claim.  
If TPA and its assistance cooperation partners or the Company requests 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 Person.

#### F.1.6 Obligations of the Insured Person:

- (i) Claims for insurance benefits must be submitted to TPA or Assistance Company 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.
- (ii) The Insured Person shall provide TPA or Assistance Company on demand any information that is required to determine the occurrence of the Insured Event or the Company's liability to pay the benefits. In particular, upon request, proof shall be furnished of the actual commencement date of the Trip abroad.
- (iii) If requested to do so by TPA or Assistance Company, the Insured Person is obliged to undergo a medical examination by a Physician designated by Assistance Company.
- (iv) Assistance Company is authorized by the Insured Person to take all measures that are suitable for loss prevention and claim minimization, which includes the Insured Person's transportation back to the Republic of India.
- (v) The Company shall be released from any obligation to pay insurance benefits if any of the aforementioned obligations are breached.

#### F.1.7 Transfer and Set-off of Claims:

- (i) If the Insured Person has any outstanding claims against third parties covered under the Policy, such claims shall be transferred in writing to the Company up to the amount for which the Company in accordance with the terms makes the reimbursement of cost thereunder.
- (ii) In so far as an Insured Person receives compensation for costs he/ she has incurred either from third parties liable for damages or as a result of other legal circumstances, the Company shall be entitled to set off this compensation against the insurance benefits payable, if any.

Claims to the insurance benefits may be neither encumbered nor transferred /assigned by the Insured Person, except indemnity for loss of life.

#### F.1.8 **Geographical Scope:** The insurance cover applies to all countries stated in the Policy Schedule only.

#### F.1.9 **Premium Refund Clause:** On expiry of the policy mentioned in the Schedule the Insured is eligible to get a pro-rata refund of premium for the unutilized Travel Days subject to retaining a minimum premium of Rs.1000/-.

#### F.1.10 Incontestability and Duty of Disclosure

The Policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, mis-description or on non-disclosure in any material particular in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by the Insured Person or any one acting on his behalf to obtain any benefit under this Policy.

#### F.1.11 Observance of terms and conditions

The due observance and fulfillment of the terms, conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the Insured Person, shall be a condition precedent to any liability of the Company to make any payment under this Policy.

#### F.1.12 Material change

The Insured Person shall immediately notify the Company by fax and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the Insured items or trade or business practices thereby containing the circumstances that may give rise to the claim and the Company may, adjust the scope of cover and / or premium, if necessary, accordingly.

#### F.1.13 Records to be maintained

The Insured Person shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect

such record. The Insured Person shall within one month after the expiry of each Period of insurance furnish such information as the Company may require.

#### F.1.14 Notice of charge etc.

The Company shall not be bound to notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy but the receipt of the Insured Person or his legal personal representative shall in all cases be an effectual discharge to the Company.

#### F.1.15 Automatic Termination of Insurance

This policy shall automatically terminate

- upon the Insured Person's death OR
- on the Expiry Date whichever is earlier.

#### F.1.16 Special Provisions

Any special provisions subject to which this Policy has been entered into and endorsed in the Policy or in any separate instrument shall be deemed to be part of this Policy and shall have effect accordingly.

#### F.1.17 Overriding effect of Part II of the Schedule

The terms and conditions contained herein and in Part II of the Schedule shall be deemed to form part of the Policy and shall be read as if they are specifically incorporated herein;

however in case of any inconsistency of any term and condition with the scope of cover contained in Part II of the Schedule, then the term(s) and condition(s) contained herein shall be read mutatis mutandis with the scope of cover/terms and conditions contained in Part II of the Schedule and shall be deemed to be modified accordingly or superseded in case of inconsistency being irreconcilable.

#### F.1.18 Electronic Transactions

The Insured Person 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.

#### F.1.19 Duties of the Insured Person on occurrence of loss

On the occurrence of any loss, within the scope of cover under the Policy the Insured Person shall:

- (i) Forthwith file/submit a Claim Form in accordance with "Claim Procedure" Clause as provided in Part II of the Schedule.
- (ii) In no event shall the TPA and its assistance/cooperation partners be notified later than 30 days after the end of the Trip.

If the Insured Person does not comply with the provisions of this Clause or other obligations cast upon the Insured

Person under this Policy, in terms of the other clauses referred to herein or in terms of the other clauses in any of the Policy documents, all benefits under the Policy shall be forfeited, at the option of the Company.

#### F.1.20 Subrogation

In the event of payment under this Policy, the Company shall be subrogated to all the Insured Person's rights or recovery thereof against any person or organization, and the Insured Person shall execute and deliver instruments and papers necessary to secure such rights.

The Insured Person and any claimant under this Policy shall at the expense of the Company do and concur in doing and permit

to be done, all such acts and things as may be necessary or required by the Company, before or after Insured Person's indemnification, in enforcing or endorsing any rights or remedies, or of obtaining relief or indemnity, to which the Company shall be or would become entitled or subrogated.

#### F.1.21 Contribution

If at the time of the happening of any loss or damage covered by this Policy, there shall be existing any other insurance of any nature whatsoever covering the same, whether effected by the Insured Person or not, the right of contribution apply.

This does not apply to Benefit-2, which the Company will pay in full.

#### F.1.22 Fraudulent claims

If any claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured Person or anyone acting on his behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no court action or suit is commenced within twelve months after such rejection or, in case of arbitration taking place as provided therein, within twelve (12) calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this Policy shall be forfeited.

#### F.1.23 Cancellation/termination

The Company may at any time cancel the Policy on grounds of misrepresentation, fraud, non-disclosure of material fact relating to this insurance of the Insured or non-cooperation by the insured by sending 7 day's notice in writing by Registered Post A/D to the Insured at his last known address in which case the Company shall not refund to the Insured any portion of the premium.

The Insured may also give 7 days notice in writing, to the Company, for the cancellation of this Policy, in which case, the Company will retain 150% of the proportionate premium for the Number of Travel Days utilized under the policy subject to a minimum retention of Rs.1000/- and refund the balance, provided the cumulative claims under this Policy is not exceeding 200% of the premium paid under this Policy.

#### F.1.24 Currency for payments

All claims payable in India shall be paid in Indian Rupees only.

#### F.1.25 Policy Disputes

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured Person and the Company to be subject to Indian Law. Each party agrees to submit to the exclusive jurisdiction of the High Court of Chennai and to comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

#### F.1.26 Arbitration clause

If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute/difference, or if they cannot agree upon

a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

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

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

It is also further expressly agreed and declared that if the Company shall disclaim liability to the Insured Person for any claim hereunder and such claim shall not, within three calendar months from the date of such disclaimer have been made the matter of a suit in a Court of Law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

#### F.1.27 Notices

Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post to In case of the Insured Person, at the address specified in the Schedule.

In case of the Company:

Royal Sundaram General Insurance Co. Limited

“Vishranthi Melaram Towers” No.2/319, Rajiv Gandhi Salai (OMR), Karappakkam, Chennai 600 097.

Notice and instructions will be deemed served 7 days after posting or immediately upon receipt in the case of hand delivery or e-mail.

#### F.1.28 Customer Service

If at any time the Insured Person requires any clarification or assistance, the Insured Person may contact the offices of the Company at the address specified, during normal business hours.

#### F.1.29 Grievances

##### **Grievances Redressal Procedure:**

We promise to provide the service you want, but sometimes mistakes can happen. If you're not satisfied with our service, we're here to make it right. Your satisfaction is our main concern, especially when things haven't gone as planned.

Step 1 : Please raise a complaint with us through our Online form, and we would come back to you with a response in 2 business days.

Step 2 : In case you are not satisfied with our online response or have not received any response in 2 business days, you may approach our office at the following address:

Customer Services Team

Royal Sundaram General Insurance Co. Limited

Vishranthi Melaram Towers

No.2/319 , Rajiv Gandhi Salai(OMR) Karapakkam,

Chennai – 600097

Call us at

1860 425 0000

1860 258 0000

Drop us an email

care@royalsundaram.in

Step 3: In case you are not satisfied with our online response or have not received any response in 2 business days, you may approach our office at the following address:

Royal Sundaram General Insurance Co. Limited  
Vishranthi Melaram Towers  
No.2/319 , Rajiv Gandhi Salai(OMR) Karapakkam,  
Chennai - 600097

Senior Citizen Redressal :

9500413019

Grievance Redressal Officer :

Mr. T M Shyamsunder, 9500413094

Drop us an email

manager.care@royalsundaram.in

Senior Citizen can Write to us at

seniorcitizengrievances@royalsundaram.in

Step 4 : In case you are not satisfied with our online response or have not received any response in 2 business days, you may approach our office at the following address:

Customer Services Team

Royal Sundaram General Insurance Co. Limited  
Vishranthi Melaram Towers  
No.2/319 , Rajiv Gandhi Salai(OMR) Karapakkam,  
Chennai - 600097

<https://www.cioins.co.in/Ombudsman> Click here to view Office of the Executive Council of Insurers

Drop us an email

head.cs@royalsundaram.in

Step 5 : In case you are not satisfied with the decision/resolution of the Company, you may approach the

IRDAI Grievance Call Center

IRDAI Grievance Call Center

Insurance Regulatory & Development Authority of

India United India Tower, 9th floor, 3-5-817/818

Basheerbagh, Hyderabad- 500 029.

Contact Number: 040-66514888

Call us at

1860 425 0000

1860 258 0000

Drop us an email

gro@royalsundaram.in

#### F.1.30 Renewal Clause

The Company 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 proposer's declaration herein before mentioned and that nothing is known to the Insured Person that may result to enhance the risk of the

Company under the insurer. Nothing herein or otherwise shall oblige the Company to offer renewal terms or restrict any renewal terms as to premium or otherwise.

**F.1.31 Sanctions Limitation and Exclusion Clause :**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, law or regulations of the European Union, United Kingdom or United States of America.

**Exclusion Clause for Sanctioned Crude Oil**

Notwithstanding anything to the contrary contained herein, the cover provided under this policy expressly excludes any loss of and / or damage to crude oil in stocks sourced or purchased from any country or entity which is a target of sanction, prohibition or restriction to which any (re) insurer may be subject pursuant to the Sanctions and Embargo Clause (hereby referred to as Sanctioned Crude Oil).

In the event of a recoverable loss emanating from an area storing Sanctioned Crude Oil, which spreads and/or impacts other areas of the plant/ stock, subject at all times to the Sanctions and Embargo Clause cover shall be provided for all such areas of the plant/stock including the storage tanks where Sanctioned Crude Oil is stored and the non-Sanctioned Crude Oil in stock that may be in the same storage tank(s) and only the Sanctioned Crude Oil in stock will be excluded.

Subject always to the terms, conditions and exclusions of the policy, any processed product that contains Sanctioned Crude Oil shall, to the extent permitted under the Sanctions and Embargo Clause be covered under this policy.

To the extent permitted under the Sanctions and Embargo Clause if any (re) insurer is not able to cover and/or pay claim due the Sanctions and Embargo Clause, only that amount not payable due to the Sanctions and Embargo Clause shall be excluded.

In the event of a loss hereunder to crude oil stocks, the indemnity amount shall, to the extent permitted under the Sanctions and Embargo Clause, be calculated by making an adjustment to exclude Sanctioned Crude Oil in accordance with the latest import / blending log as maintained by the Scheduling and Planning department (or equivalent) at the Refinery location of the incurred loss.

**Council for Insurance Ombudsmen**

Contact details:

Address:

Council for Insurance Ombudsmen,  
3rd Floor, Jeevan Seva Annexe,  
S. V. Road, Santacruz (W),  
Mumbai - 400 054.

**INSURANCE OMBUDSMAN OFFICE LIST**

The contact details of **Insurance Ombudsman Office** details are as below:

<https://www.cioins.co.in/ContactUs>

We hope, of course, that you will never feel the need to complain. Nevertheless, sometimes things do go wrong. When they do, we want to know straight away, so we can put them right as quickly as possible, and take steps to make sure they don't happen again.

In all instances, call our Customer Services at our Chennai office at 1860 258 0000 or e-mail at [care@royalsundaram.in](mailto:care@royalsundaram.in) or write us to Royal Sundaram General Insurance Co. Limited, Vishranthi Melaram Towers, No. 2 / 319, Rajiv Gandhi Salai (OMR), Karapakkam, Chennai - 600097.

Royal Sundaram General Insurance Co. Limited

IRDAI Registration No.102. | CIN: U67200TN2000PLC045611

