

TRAVEL INSURANCE - POLICY WORDINGS

PREAMBLE

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

1. Any proposal or other information supplied by or on behalf of the **Insured Person**:
 - 1.1. Disclosing all facts and circumstances known to the **Insured Person** that are material to the assessment of the risks insured hereby, and
 - 1.2. Forming the basis of this insurance, and
2. The Insured having paid the premium on or before the due date thereof.
To grant such insurance to the Insured subject to the terms, conditions, provisions and exclusions set out in this Policy or as contained in any endorsement that may be issued.

SECTION 1 - GENERAL CONDITIONS

- 1) This Policy shall be governed by the laws of India and, except as otherwise provided in Section 4(8) of this Policy, the Indian courts alone shall have jurisdiction in any dispute arising hereunder.
- 2) This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure by any or on behalf of the **Insured Person** of any material particular.
- 3) **Insured Persons** shall take all reasonable precautions to prevent **Accidents** and to avoid Sickness and shall comply with all statutory requirements, as a condition precedent to the **Company's** liability hereunder.
- 4) Where the **Insured Person** is required in Terms of this Policy to perform any act or comply with any obligation timely performance or compliance shall be a condition precedent to the **Company's** liability hereunder.
- 5) Insurance in respect of an **Insured Person** will begin under this Policy on the first **Day** of the Insured Journey, after the date all of the following are true:
 - a) This Policy is in force;
 - b) The **Insured Person** is eligible to be insured;
 - c) The required premium has been paid to the **Company**; and
 - d) The **Company** has approved the **Insured Person's** proposal for this insurance.
- 6) Policy can be cancelled at the request of the insured for non attachment of risk only, subject to retention of minimum premium Rs. 250/- (Inclusive of service tax.) The cancellation will be effected only on production of the insured's passport as proof that the journey has not been undertaken. Any request for cancellation will be entertained not less than 14 days after the first date of insurance as indicated in the Policy Schedule.
- 7) Insurance in respect of an **Insured Person** shall immediately terminate on the earliest of the following dates:
 - a) The date that the Policy is terminated,
 - b) The date that the Total **Sum Insured** is paid for covered loss under Section 5 (Accidental Death), Section 6 (Permanent Disablement) of the Policy;
 - c) In respect of **Immediate Family**, the date that such person ceases to be the **Insured Person's Immediate Family Member**; or
 - d) The date when the actual number of travel days exceeds the **Total Number of Travel Days** mentioned under Item 6 of the Schedule.
- 8) The **Policyholder** and **Insured Person** understand that if a proposal has been completed for this insurance, then all statements and all particulars provided in such proposal, and any attachments thereto, are material to the **Company's** decision to provide this insurance. The **Policyholder** and **Insured Person** further understand that the **Company** has issued this Policy in reliance upon the truth of such statements and particulars.

FRAUD WARNING:

ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO DEFRAUD THE COMPANY OR OTHER PERSON, FILES A PROPOSAL FOR INSURANCE CONTAINING ANY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT WHICH WILL RENDER THE POLICY VOIDABLE AT THE COMPANY'S SOLE DISCRETION AND RESULT IN A DENIAL OF INSURANCE BENEFITS.

IF A CLAIM IS IN ANY RESPECT FRAUDULENT, OR IF ANY FRAUDULENT OR FALSE PLAN, SPECIFICATION, ESTIMATE, DEED, BOOK, ACCOUNT ENTRY, VOUCHER, INVOICE OR OTHER DOCUMENT, PROOF OR EXPLANATION IS PRODUCED, OR IF ANY FRAUDULENT MEANS OR DEVICES ARE USED BY THE INSURED PERSON, POLICYHOLDER, BENEFICIARY, CLAIMANT OR BY ANYONE ACTING ON THEIR BEHALF TO OBTAIN ANY BENEFIT UNDER THIS POLICY, OR IF ANY FALSE STATUTORY DECLARATION IS MADE OR USED IN SUPPORT THEREOF, OR IF LOSS IS OCCASIONED BY OR THROUGH THE PROCUREMENT OR WITH THE KNOWLEDGE OR CONNIVANCE OF THE INSURED PERSON, POLICYHOLDER, BENEFICIARY, CLAIMANT OR OTHER PERSON, THEN ALL BENEFITS UNDER THIS POLICY ARE FORFEITED.

- 9) The titles of the various paragraphs of this Policy and any endorsements attached to this Policy are inserted solely for convenience of reference and do not limit or affect in any way the provisions to which they relate.
- 10) The **Policyholder** shown in Item 1 of the Schedule is responsible for the collection and remittance of all premiums. Premiums are due on or prior to the Policy Effective Date shown in Item 2 of the Schedule and, in the case of a multi-year Policy, on or before the annual anniversary of such Policy Effective Date. Timely payment of all premiums due in full is a condition precedent to the Company's liability under this Policy.
- 11) Notices : Notices to the **Company** under this Policy shall be given in writing to the address shown in the preamble of this Policy. Such notices shall be effective on the date of receipt by the Company at such address.
- 12) Valuation and Foreign Currency: All premiums, benefit amounts, loss, and other amounts under this Policy are expressed and payable in Indian currency. If judgement is rendered, settlement is denominated or any benefit, **Sum Insured** or element of loss is stated in a currency other than Indian Rupees, then payment under this Policy shall be made in Indian Rupees at the rate of exchange published by the Reserve Bank of India on the date the final judgement is entered, the amount of settlement is agreed upon or any benefit, **Sum Insured** or element of loss is due, respectively.

SECTION 2 - DEFINITIONS GENERALLY APPLICABLE

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

- 1) **Accident or Accidental** means a sudden, unforeseen and unexpected event happening by chance.
- 2) **Assistance Provider** means the assistance company with whom the **Company** contracts, as an independent contractor, to provide travel-related emergency assistance services.
- 3) **Beneficiary**: In case of death of the **Insured Person**, the **Beneficiary** means, unless stipulated otherwise by the Insured Person, the surviving Spouse of the Insured Person, mentally capable and not divorced, followed by the children recognised or adopted followed by the Insured Person's legal heirs. For all other benefits, the Beneficiary means the Insured Person himself unless stipulated otherwise.
- 4) **Bodily Injury** means physical, *external*, **Accidental** bodily injury occurring suddenly in time and resulting solely and independently of any other cause or any physical defect or infirmity existing *before the Period of Insurance*.
- 5) **Civil War** means armed opposition, whether declared or not, between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups. Included in the definition: armed rebellion, revolution, sedition, insurrection, Coup d'Etat, the consequences of Martial law.
- 6) **Close Business Associate means:**
 - a) A business associate not a fellow employee of the **Insured Person** where the business relationship with the **Insured Person** is continuous and reliant on each other for the **Insured Person's** business, or
 - b) A business companion who travels with the **Insured Person** for the same business purpose, and whose presence is necessary for the **Insured Person's** business, or
 - c) A fellow employee of the **Insured Person**.
- 7) **Common Carrier** means any land, sea or air conveyance operated under a licence issued by a governmental authority having jurisdiction, for the transportation of fare paying passengers and which has fixed, established routes only.
- 8) **Company** means HDFC ERGO General Insurance Company Limited.
- 9) **Compensation** means **Sum Insured**, Total **Sum Insured** or percentage of the **Sum Insured**, as appropriate.
- 10) **Daily Activities** means activities such as, but not limited to, cooking and/or taking of food, discharging of urine and/or faeces, getting dressed or undressed, washing and taking a bath, walking and general living activities.
- 11) **Daily Benefit** means the amount payable for every twenty-four (24) continuous hours an **Insured Person** is in **Hospital** as an in-patient up to the maximum number of days stated in the Schedule.
- 12) **Date of Loss:**
 - a) For Accident means the date of the Accident.
 - b) For all other benefits means the date the event happened that leads to an alleged claim.
 - c) For Sickness means the first date of diagnosis or the date the Insured Person first became aware of the Sickness.
- 13) **Day** means a continuous period of twenty-four (24) hours.
- 14) **Deductible** means an amount stated in the Schedule as a percentage, or a fixed amount, which will be deducted from the **Compensation** for a specific benefit, or a period of time for which the Company will not pay any benefit.
- 15) **Dependent Child** means an unmarried dependent child ordinarily residing with the **Insured Person** between the ages of three (3) months and up to and including the age of eighteen (18) years, or up to and including the age of twenty-one (21) years if in full time education at an accredited tertiary institution at the time of the **Date of Loss**, including legally adopted and step-children, of an **Insured Person** or the **Spouse** of an **Insured Person**.
Family Accumulation Limit means the maximum amount payable by the **Company** in respect of any one **Accident**, irrespective of the number of **Insured Persons** from the same Immediate Family involved in such **Accident**. In the event that an **Accident** occurs which results in insurable losses under this Policy and which ordinarily would mean that the **Family Accumulation Limit** is exceeded, the **Family Accumulation Limit** amount will be on a proportional basis to all Insured Persons from the same Immediate Family, taking into account the maximum **Sums Insured** per Benefit and per **Insured Person**.
- 16) **Foreign War** means armed opposition, whether declared or not between two countries.
- 17) **Franchise** means an amount stated in the Schedule as a percentage or a fixed amount for which the **Company** will not be responsible if the claim falls below such percentage or fixed amount, or a period of time for which the Company will not be responsible unless the period of time has expired.
- 18) **Hospital means an establishment which:**
 - a) Is registered as such with a local authority; and
 - b) Operates for the reception, care and treatment of sick ailing or injured persons as in-patients; and
 - c) Provides organised facilities for diagnosis and medical and surgical treatment at all times; and
 - d) Is not primarily a day clinic, clinic, rest or convalescent home or similar establishment and is not, other than incidentally, a place for the treatment of alcoholics or drug addicts, and
 - e) Provides nursing care and has a Physician or a staff of Physicians actually on the premises at all times.
- 19) **Immediate Family / Immediate Family Member** means an **Insured Person's Spouse**; children; children-in-law; siblings; siblings-in-law; parents; parents-in-law; grandparents; grandchildren; legal guardian, ward; step or adopted children; step-parents; aunts, uncles; nieces, and nephews, who reside in the same country as the **Insured Person**.
- 20) **Insured Journey** means a trip commencing during the **Period of Insurance**. The **Company** agrees to continue the insurance for an **Insured Person** who commences an **Insured Journey** before the Policy Expiration Date, on the proviso that premium has been paid for such Insured Journey and the return trip is within One hundred Eighty (180) **Days** after the **Insured Journey** commences.
- 21) **Insured Person** means anyone over the age of three (3) months and aged seventy (70) years old or younger, except when the **Company**, at its sole discretion, accepts anyone over 70 years old, for whom premium has been paid and who is identified in Item 6 of the Schedule as an **Insured Person**.
- 22) **Medical Expenses** means costs necessarily incurred within the territorial limits stated in the Schedule for surgical, anaesthetic and other medical treatment in **Hospital** or prescribed by a **Physician**.
- 23) **Medical Treatment** means a **Physician's** medical advice, treatment, consultations, and prescribed or remedial attention.
- 24) **Operative Time** means the time that the insurance is effective as stated on the Schedule.
- 25) **Period of Insurance** means the **Operative Time** stated in the Schedule, commencing on or after the Policy Effective Date and terminating on or before the Policy Expiration Date.
- 26) **Permanent Total Disablement** means disablement, as the result of a **Bodily Injury**, which:

- a) Continues for a period of twelve (12) consecutive months, and
 - b) Is confirmed as total, continuous and permanent by a **Physician** after the twelve (12) consecutive months, and
 - c) Entirely prevents an **Insured Person** from engaging in or giving attention to gainful occupation of any and every kind for the remainder of his/her life. **Physician** means a person currently legally licensed and registered to practise medicine in the jurisdiction of loss, other than
 - d) An **Insured Person** under this Policy;
 - e) An **Insured Person's** employer or business partner;
 - f) An employee of the **Policyholder**; or
 - g) An **Immediate Family** of the **Insured Person**. For purposes of this definition only, the term **Immediate Family Member** shall not be limited to natural persons resident in the same country as the **Insured Person**.
- 27) **Policyholder** means person named as such in the Schedule.
- 28) **Salary** means the total gross basic annual salary excluding payments for overtime, commission or bonus payable by the **Policyholder** to the **Insured Person** at the time of the **Date of Loss**. For weekly paid Insured Persons, the Salary will be calculated by taking the average gross weekly basic salary of the Insured Person for the thirteen (13) weeks prior to the **Date of Loss** and multiplying this amount by fifty-two (52).
- 29) **Serious Injury or Serious Sickness** means **Bodily Injury** or **Sickness** certified as being dangerous to life by a **Physician**.
- 30) **Sickness** means any fortuitous somatic illness or disease but excluding any disease or illness which is, arises out of or is caused by a condition or defect for which medical treatment was recognised, advised, sought out, or should have reasonably sought out, or received at any time before the **Period of Insurance**.
- 31) **Spouse** means an **Insured Person's** husband or wife who is recognised as such by the laws of the jurisdiction in which they reside.
- 32) **Sum Insured** means the amount stated in the Table of Benefits in the Schedule as the Total **Sum Insured**, or limited to the specific insurance details in any Section of this Policy.
- The amounts shown in the Item 7 of the Schedule are the Total **Sums Insured** for each **Insured Person** for the particular benefit shown, subject at all times to the terms and conditions of the Policy, including but not limited to the exclusions and any additional limitations noted in the wording of each Section.
- 33) **Terrorism** means activities against persons, organisations or property of any nature:
- 1) That involve the following or preparation for the following:
 - a) Use or threat of force or violence; or
 - b) Commission or threat of a dangerous act; or
 - c) Commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and
 - 2) **When one or both of the following applies:**
 - a) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - b) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
- 34) **Total Number of Travel Days** means the maximum number of days insured under the Policy.

SECTION 3 - GENERAL CLAIMS PROVISIONS

- 1) Written notice of any occurrence which may give rise to a claim under this Policy must be given to the **Company** as soon as practicable and in any case within fifteen (15) **days** after such occurrence. Written Notice of Claim must be given to the **Company** immediately in the case of death, or within fifteen (15) **days** after the **Date of Loss** in all other cases.
- 2) All certificates, information and evidence required by the **Company** shall be furnished at no expense to the Company and shall be in such form and of such nature as the **Company** may prescribe. When required by the **Company**, at its own expense, the **Insured Person** shall submit to medical examination in respect of any alleged claim that may give rise to a benefit being paid.
- 3) Complete, written proof of loss must be given to the **Company** within thirty (30) **days** after the **Date of Loss**, or as soon as reasonably possible. Such proof of loss must contain:
 - i) The Policy Number, and
 - ii) The preliminary medical report describing the nature and extent of all injuries or **Sicknesses**, and providing a precise diagnosis, and
 - iii) All invoices, bills, prescriptions, **Hospital** certificates which will permit the Company to accurately determine the total amount of **Medical Expenses** (if applicable) incurred by the **Insured Person**, and
 - iv) In the case where another party was involved (e.g. a car collision), the names, contact details and if possible insurance details of the other party, and
 - v) In the case of death, an official death certificate, succession certificate pursuant to the Indian Succession Act 1925, as amended, and any other legal documents establishing the identity of any and all beneficiaries, and
 - vi) Proof of age, where applicable, and
 - vii) Such other information as the **Company** may require to handle the claim.
 - a) If an **Accident:**
 - i) Detailed circumstances of the Accident and the names of any witnesses, and
 - ii) Any police reports concerning the Accident, and
 - iii) The date a Physician was seen due to the Bodily Injury, and
 - iv) The Physician's contact details, or
 - b) If a **Sickness:**
 - i) The date symptoms of the **Sickness** began, and
 - ii) The date a **Physician** was seen due to the **Sickness**, and
 - iii) The **Physician's** contact details.

The Company shall base its assessment of the claim on the complete, written proof of loss.
- 4) The **Company** at its own expense shall have the right and opportunity to examine the **Insured Person** whose **Bodily Injury** or **Sickness** is the basis of a claim and as often as it may be reasonably required during the pendency of the claim and to make an autopsy in case of death, where it is not forbidden by law.
- 5) In respect of any disablement claim, no benefit shall be payable before any disablement is recognised as definitive and permanent by a **Physician** appointed by the **Company**.

- 6) Medical advice of a **Physician** shall be sought and followed promptly on the occurrence of any **Bodily Injury** or **Sickness** and the **Company** shall not be liable for any part of any claim which in the opinion of a **Physician** appointed by the **Company** arises from the unreasonable or wilful neglect or failure of an **Insured Person** to seek and remain under the care of a **Physician**.
- 7) No claim may be brought under this Policy, nor may any legal action be brought against the **Company** to recover under such claim:
 - 1) In cases of **Accidental** death, more than three (3) years after the date of death or the date the claim is denied in whole or in part, whichever is later; or
 - 2) In all other cases, more than three (3) years after the **Date of Loss** or date the claim is denied in whole or in part, whichever is later.

No such legal action may be brought against the **Company** unless there has been full compliance with all the terms and conditions of this Policy. In the event of any failure to timely submit any claim or commence legal action with respect to any claim, all benefits under this Policy in respect of such claim shall be forfeited.
- 8) If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to arbitration in accordance with the Indian Arbitration and Conciliation Act 1996, as amended, and the making of an award shall be a condition precedent to any liability for the **Company** to make any payment under this Policy.
- 9) The **Company** will effect payment of covered claims subject to: i) the **Company** having received complete, written proof of loss and such other information as the **Company** may require to handle the claim; and ii) the premium for the Policy having been paid. In such cases, the **Company** shall effect payment within 7 days.
- 10) No benefit shall be payable in respect of an **Insured Person** under more than one of the following insurances: **Accidental** death or **Accidental** disablement.
- 11) No sum payable under this Policy shall carry interest.
- 12) Where amounts recoverable from the **Company** are delayed pending finalisation of any claim, payments on account may be made to the **Insured Person** at the **Company's** discretion, on receipt by the **Company** of certification by a **Physician** appointed by the **Company**.
- 13) An **Insured Person** has the right to designate a beneficiary. All beneficiary designations shall be in writing, filed with the **Policyholder**, and provided to the **Company** at the time of claim and such other time as the **Company** may require.

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

The **Insured Person's** rights under this Policy may be assigned by giving the **Company** prior written notice. The assignment may be made irrevocable. However, the **Company** will only recognise an assignment if the **Insured Person** has given the **Company** prior written notice and has the **Company's** written acknowledgement of the assignment. The **Company** does not assume any responsibility for the validity of an assignment.

Benefit shall be payable only to the **Insured Person**, his or her **Beneficiary**, or the **Insured Person's** legal personal representatives or assignee if applicable, whose receipt shall effectively discharge the **Company**.
- 14) In the event of a claim under this Policy, the **Policyholder**, the **Insured Person** and the **Beneficiary**, if applicable, must fully cooperate with the **Company** in its handling of the claim including, but not limited to, the timely submission of all medical and other reports, and full cooperation with all physical examinations and autopsies that the **Company** may require.
- 15) The **Company** shall not be bound or be affected by any notice of any trust, charge, lien, or other dealing with or in relation to this Policy.

SECTION 4 - GENERAL EXCLUSIONS

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

- 1) For **Bodily Injury** or **Sickness** occasioned by **Civil War** or **Foreign War**.
- 2) For **Bodily Injury** or **Sickness** caused or provoked intentionally by the **Insured Person**.
- 3) For **Bodily Injury** or **Sickness** due to wilful or deliberate exposure to danger, (except in an attempt to save human life), intentional self-inflicted injury, suicide or attempt threat, or arising out of non-adherence to medical advice.
- 4) For **Bodily Injury** or **Sickness** sustained or suffered whilst the **Insured Person** is or as a result of the **Insured Person** being under the influence of alcohol or drugs or narcotics unless professionally administered by a **Physician** or unless professionally prescribed by and taken in accordance with the directions of a **Physician**.
- 5) For **Bodily Injury** due to a gradually operating cause.
- 6) For **Bodily Injury** sustained whilst or as a result of participating in any sport as a professional player.
- 7) For **Bodily Injury** sustained whilst or as a result of participating in any competition involving the utilisation of a motorised land, water or air vehicle.
- 8) For **Bodily Injury** sustained whilst or as a result of riding or driving a motorcycle or motor scooter over one hundred fifty (150) cc.
- 9) For **Bodily Injury** whilst the **Insured Person** is travelling by air other than as a fare paying passenger on an aircraft registered to an airline company for the transport of paying passengers on regular and published scheduled routes.
- 10) For **Bodily Injury** sustained whilst or as a result of participating in any criminal act.
- 11) For **Bodily Injury** or **Sickness** resulting from pregnancy within twenty-six (26) weeks of the expected date of birth.
- 12) For **Bodily Injury** or **Sickness** caused by or arising from the conditions commonly known as Acquired Immuno Deficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV) and/or any related illness or condition including derivatives or variations thereof howsoever acquired or caused. The onus shall always be upon the **Insured Person** to show that **Bodily Injury** or **Sickness** was not caused by or did not arise through AIDS or HIV.
- 13) For **Bodily Injury** or **Sickness** caused by or arising from or due to venereal or venereal related disease.
- 14) For **Bodily Injury** sustained whilst or as a result of engaging in, practising for or taking part in training peculiar to any kind of violent labour disturbance, riot or civil commotion or public disorder.
- 15) For **Bodily Injury** sustained whilst on service or on duty with or undergoing training with any military or police force, or militia or paramilitary organisation, notwithstanding that the **Bodily Injury** occurred whilst the **Insured Person** was on leave or not in uniform.
- 16) For treatments for nervous or mental problems, whatever their classification, psychiatric or psychotic conditions, depression of any kind, or mental insanity.
- 17) Any pathological fracture.
- 18) For cures of any kind and all stays in long term care institutions (retirement homes, convalescence centres, centres of detoxification etc.).
- 19) For investigations, operations or treatment of a purely cosmetic nature; or for obesity; or undertaken to facilitate pregnancy or to cure impotence or to improve potency.
- 20) For **Bodily Injury** sustained whilst or as a result of active participation in any hazardous sport such as parachuting, hangliding, parasailing, off-piste skiing or bungee jumping.
- 21) For **Bodily Injury** sustained as the result of **Terrorism**.

SECTION 5 - ACCIDENTAL DEATH

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

Specific Extensions

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

Specific Conditions

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

SECTION 6 - PERMANENT DISABLEMENT

If during the **Period of Insurance** an **Insured Person** sustains **Bodily Injury** which directly and independently of all other causes results in disablement within twelve (12) months of the **Date of Loss**, then the **Company** agrees to pay to the **Insured Person** the **Compensation** stated in the specific Table of Benefits below, which is shown as the Table of Benefits in the Schedule. The **Deductible** or **Franchise**, if applicable, shall be deducted from the **Compensation** payable.

Specific Extensions

- 1) **Exposure**: Permanent disablement as a direct result of exposure to the elements shall be deemed to be **Bodily Injury**.

Specific Provisions

- 1) Ankylosis of the fingers (other than thumb and forefinger) and of the toes (other than the big toe) shall be limited to fifty percent (50%) of the **Compensation** payable for the loss of the said members.
- 2) Any benefit payable under item 23 of Table (C) shall be at the complete discretion of the **Company** taking into consideration the nature of the **Bodily Injury** in conjunction with the stated **Compensation** percentages for more specific injuries shown in the Table of Benefits.

Specific Conditions

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

Specific Definitions for all Tables of Benefits

- 1) **Limb** means the hand above the wrist joint or foot above the ankle joint.
- 2) **Loss of Hearing** means the total and irrecoverable **Loss of Hearing**.
- 3) **Loss of Mastication** means the total and irrecoverable loss of ability to chew food.
- 4) **Loss of Sight** means the total and irrecoverable **Loss of Sight**. This is considered to have occurred if the degree of sight remaining after correction is 3 / 60 or less on the Snellen Scale.
- 5) **Loss of Speech** means the total and irrecoverable **Loss of Speech**.

Specific Definitions for Table (B)

- 1) **Loss** used with reference to **Limb** means the loss by physical severance or the total and permanent loss of use of such **Limb**.

Specific Definitions for Table (B)

- 1) **Loss** used with reference to **Limb** and / or fingers, thumbs or toes, means the loss by physical severance or the total and permanent loss of use of said member.

TABLE OF BENEFITS – TABLE (B)

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

SECTION 7 - EMERGENCY MEDICAL EXPENSES

If, during the **Period of Insurance**, an **Insured Person** sustains **Bodily Injury** or sudden unexpected **Sickness**, then the **Company** will reimburse the **Insured Person** the necessary **Usual and Reasonable Medical Expenses**, incurred within two (2) months from the **Date of Loss** up to the **Sum Insured** stated in the Schedule. The **Deductible** or **Franchise**, if applicable, shall be deducted from the **Compensation** payable.

Specific Conditions

- 1) **Medical Expenses** shall include and be limited to the following services:
 - a) Charges for semi private **Hospital** room and board, use of the operating room, emergency room, and **Ambulatory Medical Centre**.
 - b) Fees of **Physicians**.
 - c) **Medical Expenses**, in or out of **Hospital**, including: laboratory tests, ambulance service (to or from the **Hospital**), prescription medicines or drugs, therapeutics, anaesthetics (including administration of anaesthetics), transfusions, artificial **Limbs** or eyes (excluding repair or replacement of these items), x-rays, prosthetic appliances.
 - d) Charges for a registered nurse (R.N).
- 2) If a **Policyholder** or **Insured Person** has other insurance against a loss covered by this Section, then the **Company** shall not be liable for a greater proportion of the loss than the applicable benefit under this Section bears to the total applicable benefit under all such insurance.

Specific Definitions

- 1) **Ambulatory Medical Centre** means a licensed facility providing ambulatory surgical or medical treatment, other than a **Hospital**, clinic or **Physician's** office.
- 2) **Usual and Reasonable Medical Expenses** means fees and prices generally charged in the locality where performed for medically necessary services and supplies required for treatment of cases of comparable severity and nature, but not to include charges that would not have been made if no insurance existed.

Specific Exclusions

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

- 1) Any **Medical Expenses** incurred where an **Insured Journey** is undertaken against the advice of a qualified licensed medical practitioner.
- 2) Any **Medical Expenses** incurred when the specific purpose of a journey is to receive medical treatment or advice.
- 3) Any **Medical Expenses** incurred within the territorial limits that are not stated in the Schedule.
- 4) Any medical treatment, drugs or medicines, prescribed or applied, before the **Period of Insurance**.
- 5) Any dental work.

SECTION 8 - EMERGENCY DENTAL TREATMENT

If during the **Period of Insurance** an **Insured Person** sustains **Bodily Injury** or **Acute Pain** which directly and independently of all other causes results in necessary emergency dental work, then the **Company** agrees to pay for such costs up to the Total **Sum Insured** stated in the Schedule. The **Deductible** or **Franchise**, if applicable, shall be deducted from the **Compensation** payable.

Specific Conditions

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

Specific Definitions

- 1) **Acute Pain** means unexpected and sudden pain that requires immediate treatment.

Specific Exclusions

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

- 1) Permanent crowns or artificial teeth.

SECTION 9 - EMERGENCY TRAVEL BENEFITS

The benefits below will only be insured as part of the Policy if the **Assistance Provider** Services Section has been purchased and contact has been made with the **Assistance Provider**. Contact must be made prior to any arrangements being made for such benefits.

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

Specific Conditions

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

Specific Exclusions

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

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

SECTION 10 - CONTINGENCY TRAVEL BENEFITS

The benefits below will only be insured as part of the Policy if the **Assistance Provider** Services Section has been purchased and contact has been made with the **Assistance Provider**. Contact must be made prior to any arrangements being made for such benefits.

- 1) **Emergency Hotel Accommodation**: If during the **Period of Insurance** an **Insured Person** sustains **Bodily Injury** or **Sickness** which directly and independently of all other causes results in a **Hospital** stay as an in-patient for more than five (5) **Days**, then the **Company** agrees to pay for the costs of **Emergency Hotel Accommodation** for an **Insured Person's** family member up to the Total **Sum Insured** stated in the Schedule.

Specific Conditions

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

Specific Exclusions

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

- 1) If an **Insured Person** or anyone acting on behalf of an **Insured Person** has not contacted the **Assistance Provider**, prior to an event that may give rise to a claim under this Section.
- 2) Any **Medical Expenses** incurred where an **Insured Journey** is undertaken against the advice of a qualified licensed medical practitioner.
- 3) Any **Medical Expenses** incurred when the specific purpose of a journey is to receive medical treatment or advice.

SECTION 11 - ACCIDENTAL DEATH - COMMON CARRIER

If during the **Period of Insurance** an **Insured Person** is riding as a passenger in or on, boarding or alighting from a **Common Carrier** and sustains **Bodily Injury** which directly and independently of all other causes results in disablement within twelve (12) calendar months of the **Accident** in death, then the **Company** agrees to pay to the **Insured Person's Beneficiary** or legal representative **Compensation** stated in the Schedule.

Specific Conditions

- 1) If applicable and if payment has been made under the Permanent Disablement or Permanent Disablement – **Common Carrier** Section, any amounts paid under that Section would be deducted from payment of a claim under this Section of the Policy.

SECTION 12 - PERMANENT DISABLEMENT – COMMON CARRIER

If during the **Period of Insurance** an **Insured Person** is riding as a passenger in or on, boarding or alighting from a **Common Carrier** and sustains **Bodily Injury** which directly and independently of all other causes results in disablement within twelve (12) months of the **Date of Loss**, then the **Company** agrees to pay to the **Insured Person** the **Compensation** stated in the specific Table of Benefits below, which is shown as the Table of Benefits in the Schedule. The **Deductible** or **Franchise**, if applicable, shall be deducted from the **Compensation** payable.

Specific Conditions

- 1) This insurance shall terminate for an **Insured Person** under this Section upon payment of a benefit equal to the Total **Sum Insured**.
- 2) The total amount payable in respect of more than one disablement due to the same **Accident** is arrived at by adding together the various percentages shown in the Table of Benefits, but shall not exceed the Total **Sum Insured**.
- 3) The **Deductible** or **Franchise**, if applicable, shall apply to the total amount payable, irrespective of the number of benefits an **Insured Person** is entitled to.
- 4) If an **Insured Person** dies as the result of the **Bodily Injury** any amount claimed and paid to an **Insured Person** under the Permanent Disablement or Permanent Disablement – **Common Carrier** Section will be deducted from any payment under the **Accidental Death – Common Carrier** Section.

Specific Provisions

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

Specific Definitions for all Tables of Benefits

- 1) **Limb** means the hand above the wrist joint or foot above the ankle joint.
- 2) **Loss of Hearing** means the total and irrecoverable **Loss of Hearing**.
- 3) **Loss of Mastication** means the total and irrecoverable ability to chew food.
- 4) **Loss of Sight** means the total and irrecoverable **Loss of Sight**. This is considered to have occurred if the degree of sight remaining after correction is 3 / 60 or less on the Snellen Scale.
- 5) **Loss of Speech** means the total and irrecoverable **Loss of Speech**.

Specific Definitions for Table (B)

- 1) Loss used with reference to Limb and / or fingers, thumbs or toes, means the loss by physical severance or the total and permanent loss of use of said member.

TABLE OF BENEFITS – TABLE (B)

The Disablement	Compensation Expressed as a Percentage of Total Sum Insured
13) Permanent Total Disablement	100%
14) Permanent and incurable insanity	100%
15) Permanent Total Loss of two Limbs	100%
16) Permanent Total Loss of Sight in both eyes	100%
17) Permanent Total Loss of Sight of one eye and one Limb	100%
18) Permanent Total Loss of Speech	100%
19) Complete removal of the lower jaw	100%
20) Permanent Total Loss of Mastication	100%
21) Permanent Total Loss of the central nervous system or the thorax and all abdominal organs resulting in the complete inability to engage in any job and the inability to carry out Daily Activities essential to life without full time assistance	100%
22) Permanent Total Loss of Hearing in both ears	75%
23) Permanent Total Loss of one Limb	50%
24) Permanent Total Loss of Sight of one eye	50%

SECTION 13 - HOSPITAL CASH – ACCIDENT & SICKNESS

If during the **Period of Insurance** an **Insured Person** sustains **Bodily Injury** or **Sickness** which directly and independently of all other causes results in the **Insured Person** being in a **Hospital** as an in-patient within one (1) calendar month of the **Date of Loss**, then the **Company** agrees to pay to the **Insured Person** the **Daily Benefit** stated in the Schedule. The **Deductible** or **Franchise**, if applicable, shall be deducted from the **Compensation** payable.

Specific Provisions

- 1) In case of successive **Hospital** stays with less than sixty (60) **Days** between each one for a same cause, the **Deductible** or **Franchise** will only apply once, as the **Hospital** stays will be deemed as one event.

Specific Conditions

- 1) Once the **Company** has paid the **Daily Benefit** up to the maximum number of **Days** stated in the Schedule, cover under this Section will cease for such **Insured Person**.

SECTION 14 - LOSS OF BAGGAGE & PERSONAL DOCUMENTS

If, during the **Period of Insurance**, the **Baggage**, **Personal Documents** and/or **Personal Effects** owned by or in the custody of an **Insured Person** are damaged or lost, then the **Company** will reimburse the **Insured Person** the cost of replacement of the articles for any amount up to the Total **Sum Insured** stated in the Schedule. The **Deductible**, if applicable, shall be deducted from the **Compensation** payable.

Specific Conditions

- 1) Any valid claim involving a motor vehicle, and at all time subject to Specific Exclusion (5), will be limited to a maximum of fifty percent (50%) of the **Sum Insured** stated in the Schedule.
- 2) All claims will be subject to the **Company** at its own discretion assessing the value of the claim based on the age and estimated wear and tear of the article that forms the basis of the claim.
- 3) If applicable and if payment has been made under the **Baggage Delay** Section, any amounts paid would be deducted from payment of a claim under this Section of the Policy.
- 4) If a **Policyholder** or **Insured Person** has other insurance against a loss covered by this Section, then the **Company** shall not be liable for a greater proportion of the loss than the applicable benefit under this Section bears to the total applicable benefit under all such insurance.

Specific Definitions

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

Specific Claims Provisions

In the event of a claim the **Insured Person** must:

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

For purposes of any claim hereunder:

- 1) A pair of skis, ski boots and accessories shall be regarded as one item;
- 2) Bottles of perfume, aftershave, and make up shall together be regarded as one item;
- 3) The equipment and accessories of any sport that an **Insured Person** takes on a trip shall be regarded as one item.

Specific Exclusions

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

- 1) Loss of cash, bank or currency notes, cheques, debit or credit cards or unauthorised use thereof, postal orders, travellers cheques, travel, tickets, securities of any kind and petrol or other coupons.
- 2) Mechanical or electrical breakdown or derangement or breakage of fragile or brittle articles, or damage caused by such breakage unless caused by fire or by **Accident** to the conveying vehicle.
- 3) Destruction or damage due to wear and tear, moth or vermin.
- 4) Baggage, clothing and personal effects despatched as unaccompanied baggage.
- 5) Theft from a motor vehicle unless the property is securely locked in the boot and entry to such vehicle is gained by visible, violent and forcible means.
- 6) Loss or damage to sports equipment whilst in use, contact lenses, samples, tools.
- 7) For loss, destruction, or damage due to delay, confiscation or detention by order of any government or Public Authority.
- 8) For loss, destruction or damage directly occasioned by pressure waves, caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- 9) For loss, destruction or damage caused by any process of cleaning, dyeing, repairing or restoring.
- 10) For loss, destruction, or damage caused by atmospheric or climatic conditions or any other gradually deteriorating cause.
- 11) A claim involving animals.
- 12) Loss, including but not limited to loss by theft, or damage to vehicles or other accessories.
- 13) For any loss that is not reported either to the appropriate police authority or transport carrier within twenty four (24) hours of discovery or if the carrier is an airline if a property irregularity report is not obtained.
- 14) Baggage and/or personal effects sent under an airway-bill or bill of lading.
- 15) Computer equipment, Cameras, Musical instruments, Radios and Portable Radio/Cassette/Compact Disc players.
- 16) Contact Lenses, Glasses, Hearing aids or bridges or dentures for a tooth or Teeth.

SECTION 15 - LOSS OF CHECKED BAGGAGE

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

Specific Conditions

- 1) All claims will be subject to the **Company** at its own discretion assessing the value of the claim based on the age and estimated wear and tear of the article that forms the basis of the claim.
- 2) If applicable and if payment has been made under the Baggage Delay Section, any amounts paid would be deducted from payment of a claim under this Section of the Policy.
- 3) If a **Policyholder** or **Insured Person** has other insurance against a loss covered by this Section, then the **Company** shall not be liable for a greater proportion of the loss than the applicable benefit under this Section bears to the total applicable benefit under all such insurance.

Specific Definitions

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

Specific Claims Provisions

In the event of a claim the **Insured Person** must:

- 1) Give immediate written notice:
 - a) To the relevant **Common Carrier** in the event of loss or damage in transit;
 - b) To the relevant police authority in the event of loss or theft;
- 2) Submit a copy of the relevant **Common Carrier** or police report when a claim is made;
- 3) Obtain a **Common Carrier** or police report where the loss occurred;
- 4) In the event of loss by a carrier, retain original tickets and baggage slips and submit them when a claim is made;
- 5) Submit original purchase receipts in the event of claims regarding goods purchased during the **Insured Journey**; and
- 6) For claims involving jewellery, submit original or certified copies of valuation certificates issued prior to the commencement of the **Period of Insurance**, when a claim is made.

For purposes of any claim hereunder:

- 1) A pair of skis, ski boots and accessories shall be regarded as one item;
- 2) Bottles of perfume, aftershave, and make up shall together be regarded as one item;
- 3) The equipment and accessories of any sport that an **Insured Person** takes on a trip shall be regarded as one item.

Specific Exclusions

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

- 1) Loss of cash, bank or currency notes, cheques, debit or credit cards or unauthorised use thereof, postal orders, travellers cheques, travel, tickets, securities of any kind and petrol or other coupons.
- 2) Mechanical or electrical breakdown or derangement or breakage of fragile or brittle articles, or damage caused by such breakage unless caused by fire or by **Accident** to the conveying vehicle.
- 3) Destruction or damage due to wear and tear, moth or vermin.
- 4) Baggage, clothing and personal effects despatched as unaccompanied baggage.
- 5) Theft from a motor vehicle unless the property is securely locked in the boot and entry to such vehicle is gained by visible, violent and forcible means.
- 6) Loss or damage to sports equipment whilst in use, contact lenses, samples, tools.
- 7) For loss, destruction, or damage due to delay, confiscation or detention by order of any government or Public Authority.
- 8) For loss, destruction or damage directly occasioned by pressure waves, caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- 9) For Loss, destruction or damage caused by any process of cleaning, dyeing, repairing or restoring.
- 10) For loss, destruction, or damage caused by atmospheric or climatic conditions or any other gradually deteriorating cause.
- 11) A claim involving animals.
- 12) Loss, including but not limited to loss by theft, or damage to vehicles or other accessories.
- 13) For any loss that is not reported either to the appropriate police authority or transport carrier within twenty four (24) hours of discovery or if the carrier is an airline if a property irregularity report is not obtained.
- 14) Baggage and/or personal effects sent under an airway-bill or bill of lading.
- 15) Computer Equipment, Cameras, Musical Instruments, Radios and Portable Radio/Cassette/Compact Disc players.
- 16) Contact Lenses, Glasses, Hearing Aids or bridges or dentures for a Tooth or Teeth.

SECTION 16 - BAGGAGE DELAY

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

Specific Conditions

- 1) The baggage and/or personal effects must have been checked in as registered baggage by the airline operating under a licence issued by a governmental authority having jurisdiction for the transportation of fare paying passengers on fixed established routes, for any benefit to be payable under this Section.
- 2) If upon further investigation it is later determined that the baggage and/or personal effects has been lost, then any amount claimed and paid to an **Insured Person** under the Baggage Delay Section will be deducted from any payment under the Baggage Loss Section.

- 3) An **Insured Person** shall exercise all reasonable measures and precautions for the safety of, and recovery of, any property insured hereunder. Notification of any apparent delay to baggage must be made immediately to the airline concerned.
- 4) If a **Policyholder** or **Insured Person** has other insurance against a loss covered by this Section, then the **Company** shall not be liable for a greater proportion of the loss than the applicable benefit under this Section bears to the total applicable benefit under all such insurance.
- 5) If the **Insured Person** receives any form of compensation from the **Common Carrier** in the form of vouchers, tickets or coupons, then these items will be surrendered to the **Company**.

Specific Exclusions

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

- 1) Chartered flights, unless such flights are registered in the International Data System.
- 2) Confiscation of baggage by customs or any government authority.
- 3) Purchases made after arriving in the final destination mentioned on the airline ticket.
- 4) Baggage and/or personal effects sent under an airway-bill or bill of lading.
- 5) Delays due to a strike or industrial action existing or announced before the start of the journey.
- 6) Delays due to withdrawal of aircraft from service by any civil aviation authority of which notice had been given before the start of the journey.
- 7) Any delays of the return journey.

SECTION 17 - FLIGHT DELAY

If during the **Period of Insurance**, the flight on which an **Insured Person** is due to travel is delayed in excess of the **Deductible**, then the **Company** agrees to reimburse up to the amount stated in the Schedule per hour, or up to the Total **Sum Insured**, whichever is the lesser, for essential purchases, such as meals, refreshments or other related expenses directly resulting from the:

- 1) Delay or cancellation of the **Insured Person's** booked and confirmed flight.
- 2) Late arrival of the **Insured Person's** connecting flight causing the **Insured Person** to miss his or her onward connection.
- 3) Or a late arrival (of more than 1 hour) of public transport causing the **Insured Person** to miss the flight.

Specific Conditions

- 1) If a **Policyholder** or **Insured Person** has other insurance against a loss covered by this Section, then the **Company** shall not be liable for a greater proportion of the loss than the applicable benefit under this Section bears to the total applicable benefit under all such insurance.
- 2) If the **Insured Person** receives any form of compensation from the **Common Carrier** in the form of vouchers, tickets or coupons, then these items will be surrendered to the **Company**.

Specific Claims Provisions

- 1) All claims must be submitted in writing to the **Company** by the **Insured Person**, or his/her legal representative and all information, documents, and evidence required by the **Company** shall be furnished at no expense to the **Company** and shall be in such form and of such nature as the **Company** may prescribe. All claims must be reported to the **Company** within thirty (30) days of a delay occurring, and must contain:
 - a) The Policy number.
 - b) Detailed circumstances of the delay.
 - c) A copy of declaration of delay made by the public transport company (other than an airline).
 - d) All receipts, all invoices serving as proof of purchases made in connection with the flight delay, as well as proof of the delay and the flight number and place where the delay occurred.

Specific Exclusions

The **Company** shall not be liable for any claim:

- 1) Arising or as the result of chartered flights, unless such flights are registered in the International Data System.
- 2) If comparable alternative transport has been made available within six (6) hours after scheduled departure time or within six (6) hours of an actual connecting flight arrival time.
- 3) If an **Insured Person** fails to check-in according to the itinerary supplied, unless it is due to a strike.
- 4) If the delay is due to a strike or industrial action existing or announced before the start of the journey.
- 5) If the delay is due to withdrawal of aircraft from service by any civil aviation authority of which notice had been given before the start of the journey.

SECTION 18 - HIJACKING

If during the **Period of Insurance** an **Insured Person** is travelling on board a **Common Carrier** which is **Hijacked**, then the **Company** agrees to pay to the **Insured Person** the **Compensation** stated in the Schedule for every six (6) continuous hours in excess of the **Deductible** up to the Total **Sum Insured**.

Specific Definitions

- 1) **Hijacked** means the unlawful seizure or wrongful exercise of control of a **Common Carrier**, or the crew thereof.

Specific Exclusions

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

- 1) Any claim caused by civil authority.

SECTION 19 - PERSONAL LIABILITY

Property Damage

If while this Policy is in force a claim is made or a suit brought against an **Insured Person** for **Property Damage** that occurred during the **Period of Insurance**, then the **Company** agrees to pay to the **Insured Person** the **Compensation** stated in the Schedule, up to the Total **Sum Insured**, for the damages for which the **Insured Person** is legally liable.

Medical Payments to Others

If while this Policy is in force a claim is made or a suit brought against an **Insured Person** for **Medical Expenses** as the result of an **Accident** that occurred during the **Period of Insurance** caused by the **Insured Person** and resulting in **Bodily Injury** to another person, then the **Company** agrees to pay to the **Insured Person** the **Compensation** stated in the Schedule, up to the Total **Sum Insured**, for the damages for which the **Insured Person** is legally liable.

In no event with the **Company** pay more than the Total **Sum Insured** for all **Property Damage** or **Medical Expenses** arising out of one event.

Specific Conditions

- 1) If a **Policyholder** or **Insured Person** has other insurance against a loss covered by this Section, then the **Company** shall not be liable for a greater proportion of the loss than the applicable benefit under this Section bears to the total applicable benefit under all such insurance.
- 2) The Total **Sum Insured** is the total amount payable for Property Damage and Medical Payments to Others combined, not for each one.

Specific Definitions

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

Specific Exclusions

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

- 1) Liability which is expected or intended by an **Insured Person**.
- 2) Liability arising out of or in connection with a business engaged in by an **Insured Person**. This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the business.
- 3) Liability arising out of the rental or holding for rental of any part of any premises or a motor vehicle of any kind by an **Insured Person**.
- 4) Liability arising out of the rendering of or failure to render professional services.
- 5) Liability arising out of a premises, watercraft or aircraft that is owned by, rented to or rented by an **Insured Person**.
- 6) Liability arising out of the ownership, maintenance, use, loading or unloading of motor vehicles, all other motorised land conveyances, water craft or aircraft.
- 7) Liability arising out of the transmission of a communicable disease by an Insured Person.
- 8) Liability arising out of sexual molestation, corporal punishment, or physical or mental abuse.
- 9) Liability arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a controlled substance or contraband as defined by the appropriate authority or government agency.
- 10) Liability under any contract or agreement.
- 11) **Property Damage** to property owned by an **Insured Person**.
- 12) Property Damage to property rented to, occupied, or used by or in the care of an Insured Person.
- 13) **Bodily Injury** to any person eligible to receive any benefits voluntarily provided or required to be provided by an **Insured Person** under any worker's compensation law, non occupational disablement law or occupational diseases law.
- 14) Any claims or suits arising from any **Immediate Family Member**, **Close Business Associate** or an **Immediate Family Member of a Close Business Associate** against an **Insured Person**.

SECTION 20 - FINANCIAL EMERGENCY ASSISTANCE

The deductible excess in respect of this benefit will be applicable for each separate claim, and shall be of an amount as specified in the Schedule of this Policy. For the purpose of this benefit, 'financial emergency' shall mean a situation wherein the Insured loses all or a substantial amount of his/her travel funds due to theft, robbery, mugging or dacoity, such that there is a detrimental effect on his/her travel plans. The Company shall have the sole discretion to determine whether a 'financial emergency' has occurred in any instance.

This is an assistance provided by the company through service provider. The assistance would be provided subject to the terms and conditions of the service provider, as stated below.

EXCLUSIONS APPLICABLE - FINANCIAL EMERGENCY ASSISTANCE

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

1. A shortage or loss of funds due to currency fluctuation, errors omissions, exchange, loss or depreciation in value.
2. Any loss not reported to the police authorities having jurisdiction at the place of loss within 24 hours of the occurrence of the incident and a written report being obtained for the same.
3. Any claim in respect of a loss of traveller's cheques not immediately reported to the local branches or agents of the issuing authority.
4. Loss of funds not kept in the personal custody of the Insured.
5. Any reimbursement under Financial Emergency Assistance is excluded if the claim is put up after arrival of the Insured to the Republic of India
6. Any exclusion mentioned in the 'General Exclusions' section of this Policy

1) ATTACHMENT

HDFC ERGO General Insurance Limited General Insurance Company Limited

6th Floor, Leela Business Park,
Andheri-Kurla Road, Andheri (East),
Mumbai 400059. India

INTERNATIONAL SOS ASSISTANCE COMPANY

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

Telephone numbers : 91 11 4189 8872

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

1) Pre-Departure Services

- a) **Banking Facilities** : Information on currencies, banking procedures and bank hours in the country of destination.
- b) **Car rental Agency Referral & Limousine Arrangements** - A referral to car rental companies in foreign countries.
- c) **Destination Information** - General information on the destination, normally via fax.
- d) **Foreign Exchange Information Services** - Information concerning exchange rates of major foreign currencies.
- e) **Hotel Accommodation Referral** - The names, addresses, contact numbers of hotels in major foreign cities world-wide.
- f) **Inoculation Information Services** - Information concerning inoculation requirements for foreign countries.

- g) **Travel Advisory Services** - Information concerning foreign ministry health and security advisories and circulars.
- h) **Visa Information Service** - Information concerning Visa requirements for foreign countries.
- i) **Weather Information Services** - Weather forecasts and temperatures of foreign countries.

2) Travel Assistance Services

- a) **Arranging an Emergency Cash Advance**: Assistance and will handle liaisons with banks to arrange a cash advance (s) to the **Insured Person**, subject to suitable guarantees.
- b) **Arranging for Replacement of Lost Passports** - Assistance in contacting with consular authorities in case of the loss or theft of an **Insured Person's** passport, and arranging its replacement.
- c) **Arranging for Replacement of Lost Travel Documents** - Assistance in replacing travel documents or tickets in the event of a theft or loss or emergency.
- d) **Car Rental** – Arrangement of a rented car in the event of an emergency. Payment is for the account of the **Insured Person**.
- e) **Claims Assistance** - Details to an **Insured Person** on how to correctly file a claim to the Company.
- f) **Embassy Referral** - The address, contact numbers, and office hours for appropriate embassies and consulates in an emergency.
- g) **Emergency Travel Services** - Assistance in new travel arrangements and reservations in the event of pre-departure cancellation or interruption, curtailment or delay during the trip, or following a **Hospital** stay of the **Insured Person**.
- h) **Interpreter Referral** - The name, address, contact numbers and office hours for interpreters world-wide.
- i) **Interpreting Assistance** - An interpretation service over the telephone.
- j) **Legal Referral** - The name, address, contact numbers, and office hours of lawyers or legal practitioners where and when necessary.
- k) **Lost Luggage Assistance** - Assistance for an **Insured Person** who has lost his or her luggage while travelling by contacting the appropriate authorities involved and advising the Insured Person who they should contact to recover their lost luggage.
- l) **Lost Travel Documents / Credit Card Assistance** - Directions on reporting the loss and requesting replacement in the event an **Insured Person** loses a travel document or credit card whilst abroad.
- m) **Restaurant Referral** - A referral to restaurants in major foreign cities.
- n) **Secretarial Services & Business Centres Referral** - Wherever possible, a referral to secretarial services and business centres world-wide.

3) Emergency Medical And Related Services

- a) **Medical Advice Over the Phone** - Medical advice over the telephone.
- b) **Medical Service Provider Referral** - Information regarding **Physicians, Hospitals, Clinics, Dentists** when and where the **Insured Person** needs treatment.
- c) **Arrangement of Doctors Appointments** – Assistance in arranging appointments for an **Insured Person** with medical service providers if necessary.
- d) **Replacement of Essential Medicine** - Arrangement for the replacement of essential medicines, subject to local regulations.
- e) **Arrangement of Hospital Admission** – Arrangements for **Hospital** admission when the medical condition of the **Insured Person** requires such action.
- f) **Guarantee of Medical Expenses Incurred During a Hospital stay** - A guarantee for the medical treatment necessary during an **Insured Person's Hospital** stay. The guarantees will only be arranged if the **Assistance Provider** has secured payment through an **Insured Person's** credit card or through the Insured Person's assets or the insurance Policy.
- g) **Monitoring of Medical Condition during a Hospital stay** - Constant monitoring of the **Insured Person's** medical condition with the attending **Physician** if an **Insured Person** is hospitalised.
- h) **Emergency Message Transmission** - A messenger service to transmit messages or medical information, upon the **Insured Person's** request and consent, to the **Insured Person's** family, friends and / or business associates following a medical emergency.
- i) **Arranging Emergency Medical Evacuation** - Arrangement of air / surface transportation, medical care during transportation, communications and all usual ancillary services when moving an **Insured Person** to the nearest **Hospital** where appropriate treatment can be received.
- j) **Arrangement of Medical Repatriation** - Arrangement of air / surface transportation, necessary medical care during transportation, communications and all usual ancillary services when moving an **Insured Person** to his/her country of residence following an emergency medical evacuation for subsequent in-Hospital treatment.
- k) **Arrangement of Repatriation of Mortal Remains** - The transportation of the **Insured Person's** mortal remains from the place of death to his / her home country or arrange for local burial at the place of death.
- l) **Arrangement of Hotel Accommodation** - Hotel arrangements for a visiting family member or a Replacement Business Colleague if an **Insured Person** is hospitalised or is expected to be hospitalised for five (5) or more Days.

Specific Conditions

- 1) The decision on the most appropriate means and timing belongs to The **Assistance Provider**.