# HDFC ERGO General Insurance Company Limited Policy Wordings

# HDFC ERGO

# **GROUP TRAVEL INSURANCE**

#### **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:

- 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
- 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. A 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.

#### I. Standard Definitions

- Def 1. Accident or Accidental means a sudden, unforeseen and involuntary event caused by external and visible means
- Def 2. Co-Payment is a cost-sharing requirement under a health insurance policy that provides that the policyholder/insured will bear a specified percentage of the admissible costs. A co-payment does not reduce the sum insured.
- Def 3. **Condition Precedent** shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.
- Def 4. 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. A Deductible is a cost-sharing requirement under an insurance policy that provides that the Insurer will not be liable for a specified rupee amount or percentage of the covered expenses, which will apply before any benefits are payable by the insurer. A deductible does not reduce the sum insured.
- Def 5. Hospital means any institution established for

in- patient care and day care treatment of sickness and / or injuries and which has been registered as a hospital with the local authorities, wherever applicable, and is under the supervision of a registered and qualified medical practitioner AND must comply with all minimum criteria as under:

- has at least 10 inpatient beds, in those towns having a population of less than 10,00,000 and 15 inpatient beds in all other places;
- has qualified nursing staff under its employment round the clock;
- has qualified medical practitioner (s) in charge round the clock;
- has a fully equipped operation theatre of its own where surgical procedures are carried out
- maintains daily records of patients and will make these accessible to the Insurance company's authorized personnel.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
- Def 6. **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.
- Def 7. 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.
- Def 8. **Inpatient care** means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.
- Def 9. Medical advice is any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription.
- Def 10. **Medical Expenses** means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Sickness 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. These Medical Expenses must necessarily be incurred within the territorial limits stated in the Schedule for surgical, anaesthetic and other medical treatment in Hospital or prescribed by a Physician.
- Def 11. **Medical Treatment** means a Physician's medical advice, treatment, consultations, and prescribed or remedial attention.
- Def 12. 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
- Def 13. **Unproven/Experimental treatment** is treatment, including drug Experimental therapy, which is based on established medical practice in India, is treatment experimental or unproven.

# II. Specific Definitions

- Def 1. Accumulation Limit means the maximum amount payable by the Company in respect of any one Accident, irrespective of the number of Insured Persons 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 Accumulation Limit is exceeded, the Accumulation Limit amount will be distributed on a proportional basis to all Insured Persons, taking into account the maximum Sums Insured per Benefit and per Insured Person.
- Def 2. Assistance Provider means the assistance company with whom the Company contracts, as an independent contractor, to provide travel-related emergency assistance services.
- Def 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.
- Def 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.
- Def 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.
- Def 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
- 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
- a fellow employee of the Insured Person.
- Def 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.
- Def 8. **Company** means HDFC ERGO General Insurance Company Limited.
- Def 9. Compensation means Sum Insured, Total Sum Insured or percentage of the Sum Insured, as appropriate.
- Def 10. **Contribution** is essentially the right of an insurer to call upon other insurers, liable to the same insured, to share the cost of an indemnity claim on a ratable proportion.
- Def 11. 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
- Def 12. **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.

#### Def 13. 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.
- for Sickness means the first date of diagnosis or the date the Insured Person first became aware of the Sickness.
- Def 14. **Day** means a continuous period of twenty-four (24) hours.
- Def 15. **DEPENDENT CHILD** refers to a child (natural or legally adopted or child from a previous marriage) of an INSURED PERSON or the SPOUSE of an INSURED PERSON, who is 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-five (25) years if in full time education at an accredited tertiary institution and does not have his / her independent sources of income

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. Foreign War means armed opposition, whether declared or not between two countries.

- Def 16. **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.
- Def 17. 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; stepparents; aunts, uncles; nieces, and nephews, who reside in the same country as the Insured Person.
- Def 18. 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 thirty (30) Days after the Insured Journey commences.
- Def 19. 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.
- Def 20. **Operative Time** means the time that the insurance is effective as stated on the Schedule.
- Def 21. **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.
- Def 22. **Permanent Total Disablement** means disablement, as the result of a Bodily Injury, which:
- 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 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 lifeMedical practitioner or Physician is a person who holds a valid registration from a medical council and is thereby entitled to practice medicine within

- its jurisdiction; and is acting within the scope and jurisdiction of his license, other than .
- a) an Insured Person under this Policy;
- b) an Insured Person's employer or business partner;
- c) an employee of the Policyholder; or
- 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.
- Def 23. **Policyholder** means the entity or person named as such in the Schedule.
- Def 24. **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).
- Def 25. **Serious Injury** or **Serious Sickness** means Bodily Injury or Sickness certified as being dangerous to life by a Physician.
- Def 26. **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.
- Def 27. Spouse means an Insured Person's husband or wife who is recognised as such by the laws of the jurisdiction in which they reside.
- Def 28. **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 8 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.

The Total Sum Insured is a sublimit of liability. It is part of, and not in addition to the Accumulation Limit stated in Item 3 (b) of the Schedule, if any. It further reduces, and does not increase, the Accumulation Limit stated in Item 3 (b) of the Schedule.

- Def 29. **Terrorism** means activities against persons, organisations or property of any nature:
- that involve the following or preparation for the following:
- a) use or threa

- b) t of force or violence; or
- c) commission or threat of a dangerous act; or
- 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:
- 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
- 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.

Def 30. **Total Number of Travel Days** means the maximum number of days insured under the Policy.

# **B. BENEFITS**

#### Section1

#### **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.
- Exposure: Death as a direct result of exposure to the elements shall be deemed to be Bodily Injury.

#### Specific Conditions

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

#### Section 2

# PERMANENT DISABLEMENT

If during the Period of Insurance an Insured 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

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

# **Specific Provisions**

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

- The insurance shall terminate for an Insured Person under this Section upon payment of a benefit equal to the Total Sum Insured.
- 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.
- 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

- Limb means the hand above the wrist joint or foot above the ankle joint.
- Loss of Hearing means the total and irrecoverable Loss of Hearing.
- 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.
- Loss of Speech means the total and irrecoverable Loss of Speech.

# Specific Definitions for Table (A)

 Loss used with reference to Limb means the loss by physical severance of such Limb.

# Specific Definitions for Table (B)

 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 (C) and (D)

 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 (A)

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%

# **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%

# TABLE OF BENEFITS - TABLE (C)

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%

The Disablement	Compensation Expressed as a Percentage of Total Sum Insured
11) Permanent Total Loss of one Limb	50%
12) Permanent Total Loss of Sight of one eye	50%
13) Permanent Total Loss of Hearing in one ear	15%
14) Permanent Total Loss of the lens in one eye	25%
15) Permanent Total Loss of use of four fingers and thumb of either hand	40%
16) Permanent Total Loss of use of four fingers of either hand	20%
17) Permanent Total Loss of use of one thumb of either hand:	
a) Both joints	20%
b) One joint	10%
18) Permanent Total Loss of one finger of either hand:	
a) Three joints	5%
b) Two joints	3.50%
c) One joint	2%
19) Permanent Total Loss of use of toes:	
a) All – one foot	15%
b) Big – both joints	5%
c) Big – one joint	2%
d) Other than Big – each toe	2%
20) Established non-union of fractured leg or kneecap	10%
21) Shortening of leg by at least 5 cms.	7.50%
22) Ankylosis of the elbow, hip or knee	20%
23) Permanent disablement not otherwise provided for under Items 2-22 inclusive up to a maximum of	75%

# TABLE OF BENEFITS - TABLE (D)

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%
13) Permanent Total Loss of Hearing in one ear	15%
14) Permanent Total Loss of the lens in one eye	25%
15) Permanent Total Loss of use of four fingers and thumb of either hand	40%
16) Permanent Total Loss of use of four fingers of either hand	20%
17) Permanent Total Loss of use of one thumb of either hand:	
a) Both joints	20%
b) One joint	10%
18) Permanent Total Loss of one finger of either hand:	
a) Three joints	5%
b) Two joints	3.50%
c) One joint	2%

The Disablement	Compensation Expressed as a Percentage of Total Sum Insured
19) Permanent Total Loss of use of toes:	
a) All – one foot	15%
b) Big – both joints	5%
c) Big – one joint	2%
d) Other than Big – each toe	2%
20) Established non-union of fractured leg or kneecap	10%
21) Shortening of leg by at least 5 cms.	7.50%
22) Ankylosis of the elbow, hip or knee	20%

#### Section 3

# **EMERGENCY MEDICAL EXPENSES - ACCIDENT ONLY**

If, during the Period of Insurance, an Insured Person sustains Bodily Injury, then the Company will reimburse the Insured Person the necessary Usual and Reasonable Medical Expenses, incurred within twelve (12) months from the Date of Loss up to the Sum Insured stated in the Schedule, subject to the Terms and Conditions of this Policy. The Deductible or Franchise, if applicable, shall be deducted from the Compensation payable.

#### Specific Conditions

- 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:

- any Medical Expenses incurred where an Insured Journey is undertaken against the advice of a qualified licensed medical practitioner.
- any Medical Expenses incurred when the specific purpose of a journey is to receive medical treatment or advice.
- any Medical Expenses incurred within the territorial limits that are not stated in the Schedule.
- any medical treatment, drugs or medicines, prescribed or applied, before the Period of Insurance.
- 5) any dental work.
- any claim caused by or arising from or due to Sickness of any and every kind.

# **SECTION 4 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 twelve (12) 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**

- Medical Expenses shall include and be limited to the following services:
- 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**

- 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:

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

# **SECTION 5 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**

 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**

 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 6 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.

- Emergency Medical Transport: If during the Period of Insurance an Insured Person sustains 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 emergency medical transportation of the Insured Person to the nearest medical facility that is adequately equipped to treat the Insured Person.
- 2) 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.
- 3) 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).
- 4) Location and Transfer of Medication and/or Medical By-Products: If during the Period of Insurance an Insured Person suddenly requires essential medicines and/or medical by-products that are not available locally, then the Company agrees to pay for the location and freighting costs up to the Total Sum Insured stated in the Schedule.
- This benefit is subject to the laws and regulations governing the transfer of scheduled drugs and medical by-products.
- The costs of the medicines and/or medical by-products are the responsibility of the Insured Person unless it forms part of an admissible Emergency Medical Expenses claim
- 5) Emergency Travel Expenses for Family Member: If during the Period of Insurance an Insured Person sustains Bodily Injury or Sickness preventing his/her repatriation and he/ she will be hospitalised for more than ten (10) Days, then the Company agrees to pay for a round trip economy class air ticket or a first class train ticket up to the Total Sum Insured stated in the Schedule, for an Immediate Family Member to visit the Insured Person.
- 6) Emergency Travel Expenses for an Insured Person's Child: If during the Period of Insurance an Insured Person sustains Bodily Injury or Sickness preventing his/her repatriation and he/she will be hospitalised for more than five (5) Days, then the Company agrees to pay for a one way economy class air ticket or a first class train ticket up to the Total Sum Insured stated in the Schedule for the Insured Person's Dependent Child to return to their

country of residence.

7) Emergency Travel Expenses for a Replacement Colleague: If during the Period of Insurance an Insured Person sustains Bodily Injury or Sickness resulting in the Insured Person being hospitalised for more than ten (10) Days or having to be repatriated, then the Company agrees to pay for a round trip economy class air ticket or a first class train ticket up to the Total Sum Insured stated in the Schedule for a replacement business colleague designated by the Policyholder to continue the Insured Person's mission, on the proviso that the Insured Journey was for business purposes only.

# **Specific Conditions**

- 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:

- 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.
- any Medical Expenses incurred where an Insured Journey is undertaken against the advice of a qualified licensed medical practitioner.
- any Medical Expenses incurred when the specific purpose of a journey is to receive medical treatment or advice.

# **SECTION 7 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.

- Reimbursement of Coffin Expenses: In the event that the body of an Insured Person is being repatriated under Emergency Benefits 3. and local regulations require that such body must be transported in a Coffin, then the Company agrees to pay for the Coffin up to the Total Sum Insured stated in the Schedule.
- 2) Legal Assistance following an automobile Accident: If an Insured Person is arrested or is in danger of being arrested as the result of an automobile Accident during the Period of Insurance, then the Company agrees to pay for any legal expenses up to the Total Sum Insured stated in the Schedule.
- 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.
- 4) Emergency Hotel Extension: 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 and misses his / her scheduled flight back to the country of residence, then the Company agrees to pay for the costs of Hotel accommodation up to the Total Sum Insured stated in the Schedule, or until a return flight becomes available, whichever is the earlier.

# **Specific Conditions**

- 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 Definitions**

 Coffin means an average coffin in conformity with international rules.

#### Specific Exclusions

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

- 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.
- any Medical Expenses incurred where an Insured Journey is undertaken against the advice of a qualified licensed medical practitioner.
- any Medical Expenses incurred when the specific purpose of a journey is to receive medical treatment or advice.

# SECTION 8 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 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 a claim arises under this Section, the Accidental Death benefit will not be payable.
- 2) 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 9 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**

- This insurance shall terminate for an Insured Person under this Section upon payment of a benefit equal to the Total Sum Insured.
- 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.
- 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.
- 5) If a claim arises under this Section, the Permanent Disablement benefit will not be payable.

# **Specific Provisions**

- Ankylosis of the fingers (other than thumb and forefinger) and of the toes (other than the big toe) shall be limited to fifty percent (50%) of the Compensation payable for the loss of the said members.
- 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 injury in conjunction with the stated Compensation percentages for more specific injuries shown in the Table of Benefits.

# Specific Definitions for all Tables of Benefits

- Limb means the hand above the wrist joint or foot above the ankle joint.
- Loss of Hearing means the total and irrecoverable Loss of Hearing.
- 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.

 Loss of Speech means the total and irrecoverable Loss of Speech.

# Specific Definitions for Table (A)

 Loss used with reference to Limb, means the loss by physical severance of such Limb.

#### Specific Definitions for Table (B)

 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 (C) and (D)

 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 (A)

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%

# 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%

# TABLE OF BENEFITS - TABLE (C)

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%

The Disablement	Compensation Expressed as a Percentage of Total Sum Insured
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%
13) Permanent Total Loss of Hearing in one ear	15%
14) Permanent Total Loss of the lens in one eye	25%
15) Permanent Total Loss of use of four fingers and thumb of either hand	40%
16) Permanent Total Loss of use of four fingers of either hand	20%
17) Permanent Total Loss of use of one thumb of either hand:	
a) Both joints	20%
b) One joint	10%
18) Permanent Total Loss of one finger of either hand:	
a) Three joints	5%
b) Two joints	3.50%
c) One joint	2%
19) Permanent Total Loss of use of toes:	
a) All – one foot	15%
b) Big – both joints	5%
c) Big – one joint	2%
d) Other than Big – each toe	2%
20) Established non-union of fractured leg or kneecap	10%
21) Shortening of leg by at least 5 cms.	7.50%
22) Ankylosis of the elbow, hip or knee	20%
23) Permanent disablement not otherwise provided for under Items 2-22 inclusive up to a maximum of	75%

#### TABLE OF BENEFITS - TABLE (D)

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%
13) Permanent Total Loss of Hearing in one ear	15%
14) Permanent Total Loss of the lens in one eye	25%
15) Permanent Total Loss of use of four fingers and thumb of either hand	40%
16) Permanent Total Loss of use of four fingers of either hand	20%
17) Permanent Total Loss of use of one thumb of either hand:	
a) Both joints	20%
b) One joint	10%
18) Permanent Total Loss of one finger of either hand:	
a) Three joints	5%
b) Two joints	3.50%
c) One joint	2%

The Disablement		Compensation Expressed as a Percentage of Total Sum Insured
19) toe	Permanent Total Loss of use of s:	
a)	All – one foot	15%
b)	Big – both joints	5%
c)	Big – one joint	2%
d)	Other than Big – each toe	2%
20) Established non-union of fractured leg or kneecap		10%
21) Shortening of leg by at least 5 cms.		7.50%
22) Ankylosis of the elbow, hip or knee		20%

# **SECTION 10**

#### **HOSPITAL CASH - ACCIDENT ONLY**

If during the Period of Insurance an Insured Person sustains Bodily Injury 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

 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

 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 11**

#### **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

 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

 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 12**

#### 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**

- 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.
- 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.
- 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

 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;
- submit a copy of the relevant Common Carrier or police report when a claim is made;
- obtain a Common Carrier or police report where the loss occurred;
- 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
- 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:

- a pair of skis, ski boots and accessories shall be regarded as one item;
- bottles of perfume, aftershave, and make up shall together be regarded as one item;
- 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:

- 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.
- 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.
- destruction or damage due to wear and tear, moth or vermin.
- 4) baggage, clothing and personal effects despatched as unaccompanied baggage.
- 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.
- loss or damage to sports equipment whilst in use, contact lenses, samples, tools.
- for loss, destruction, or damage due to delay, confiscation or detention by order of any government or Public Authority.
- for loss, destruction or damage directly occasioned by pressure waves, caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- for loss, destruction or damage caused by any process of cleaning, dyeing, repairing or restoring.
- 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.
- 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.
- contact lenses, glasses, hearing aids or bridges or dentures for a tooth or teeth.

#### SECTION 13

#### CHECKED BAGGAGE LOSS

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**

- 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.
- 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**

 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;
- submit a copy of the relevant Common Carrier or police report when a claim is made;
- 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;
- submit original purchase receipts in the event of claims regarding goods purchased during the Insured Journey; and
- 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:

- a pair of skis, ski boots and accessories shall be regarded as one item:
- bottles of perfume, aftershave, and make up shall together be regarded as one item;
- 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:

- 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.
- 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.
- destruction or damage due to wear and tear, moth or vermin.
- 4) baggage, clothing and personal effects despatched as unaccompanied baggage.
- 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.
- for loss, destruction, or damage due to delay, confiscation or detention by order of any government or Public Authority.
- 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.
- 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.
- baggage and/or personal effects sent under an airway-bill or bill of lading.
- computer equipment, cameras, musical instruments, radios and portable radio/cassette/compact disc players.
- contact lenses, glasses, hearing aids or bridges or dentures for a tooth or teeth.

#### **SECTION 14**

#### **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.
- 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.
- 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:

- chartered flights, unless such flights are registered in the International Data System.
- 2) confiscation of baggage by customs or any government

- authority.
- purchases made after arriving in the final destination mentioned on the airline ticket.
- baggage and/or personal effects sent under an airway-bill or bill of lading.
- delays due to a strike or industrial action existing or announced before the start of the journey.
- 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 15

#### TRIP CANCELLATION

The Company will pay loss of travel and / or accommodation expenses up to the amount stated in the Schedule for such expenses paid in advance by an Insured Person, less the Deductible stated in the Schedule, and for which the Insured Person is legally liable and which are not recoverable from any other source, consequent upon the cancellation of travel occurring between the date of acceptance of this insurance by the Company or the date of payment of travel and / or accommodation expenses, whichever occurs last, and the date of commencement of the Insured Journey caused by:

- Unexpected Death, Serious Injury or Serious Sickness of the Insured Person, Close Business Associate and/or an Insured Person's Immediate Family Member.
- An Insured Person's place or residence or business being rendered uninhabitable ten (10) Days or less prior to the commencement of an Insured Journey as a result of Accidental damage or an Insured Person's presence being required by the Police following burglary or attempt thereat at an Insured Person's place of residence or business.

# **Specific Conditions**

- 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.
- 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 shall not be liable to pay any benefit in respect of any Insured Person for:

- 1) the default of any:
- a) provider of transport; or
- b) agent of such provider; or
- agent acting for the Insured Person.

- 2) regulations made by any Government or Public Authority.
- strikes or labour disputes which existed or of which advance warning had been given prior to the date on which an Insured Journey was booked.
- delay due to the withdrawal from service temporarily or permanently of any Common Carrier on the orders or recommendations of any Port Authority or Aviation Agency or any similar body in any country.
- any business or financial contractual obligations of the Insured Person, Close Business Associate or Insured Person's Immediate Family.
- 6) a change of plans or disinclination of the Insured Person, Close Business Associate or Insured Person's Immediate Family to travel on the Insured Journey.

#### **SECTION 16**

#### TRIP INTERRUPTION

The Company will pay loss of travel and / or accommodation expenses up to the amount stated in the Schedule, less the Deductible, for the unused, non-refundable pre-paid expenses paid by an Insured Person, less the value of applied credit from the unused return travel ticket to return home, if prior to the date of return, the Insured Person's Insured Journey is interrupted due to the Unexpected Death, Serious Injury or Serious Sickness of the Insured Person, Close Business Associate and/or an Insured Person's Immediate Family.

#### **Specific Conditions**

- 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.
- 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 shall not be liable to pay any benefit in respect of any Insured Person for:

- 1) the default of any:
- a) provider of transport: or
- b) agent of such provider; or
- c) agent acting for the Insured Person.
- 2) regulations made by any Government or Public Authority.
- strikes or labour disputes which existed or of which advance warning had been given prior to the date on which an Insured Journey was booked.
- delay due to the withdrawal from service temporarily or permanently of any Common Carrier on the orders or recommendations of any Port Authority or Aviation Agency or any similar body in any country.

- any business or financial contractual obligations of the Insured Person, Close Business Associate or Insured Person's Immediate Family Member.
- 6) a change of plans or disinclination of the Insured Person, Close Business Associate or Insured Person's Immediate Family to travel on the particular Insured 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:

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

#### Specific Conditions

- 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.
- 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**

- 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 twenty-one (21) Days of a delay occurring, and must contain:
- a) the Policy number.
- b) detailed circumstances of the delay.
- a copy of declaration of delay made by the public transport company (other than an airline).
- 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.

- 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.
- if an Insured Person fails to check-in according to the itinerary supplied, unless it is due to a strike.
- if the delay is due to a strike or industrial action existing or announced before the start of the journey.
- 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**

# **BROKEN BONES**

If during the Period of Insurance an Insured Person sustains Bodily Injury which directly and independently of all other causes results in a broken bone as specified in this Section, then the Company agrees to pay to the Insured Person the Compensation stated in the Table of Benefits up to the Total Sum Insured in the Schedule. The Deductible or Franchise, if applicable, shall be deducted from the Compensation payable.

# **TABLE OF BENEFITS**

	Fracture	% of Sum Insured
1	Fractures of the Skull: a) Compound fracture with damage to the brain tissue	100
	b) Compound fracture without damage to the brain tissue	75
	c) All other fractures	50
2	Fractures of hip or pelvis (excluding thigh or coccyx):	
	a) Multiple fractures (at least one compound & one complete)	100
	b) All other compound fractures	50
	c) Multiple fractures, at least one complete	30
	d) All other fractures	20
3	Fracture of thigh or heel:	
	a) Multiple fractures (at least one compound & one complete)	50
	b) All other compound fractures	40
	c) Multiple fractures, at least one complete	30
	d) All other fractures	20

	Fracture	% of Sum
		Insured
4	Fracture of Lower Leg, Clavicle, Ankle, Elbow, Upper or Lower Arm (including wrist, but excluding Colles-type fracture): a) Multiple fractures (at least one	40
	compound & one complete) b) All other compound fractures c) Multiple fractures, at least one complete d) All other fractures	30 20
	,	12
5	Fractures of Lower Jaw: a) Multiple fractures (at least one compound & one complete)	30
	b) All other compound fractures	20
	c) Multiple fractures, at least one complete	16
	d) All other fractures	8
6	Fractures of Shoulder Blade, Kneecap, Sternum, Hand (excluding fingers and wrist), Foot (excluding toes and heel): a) All compound fractures b) All other fractures	20 10
7	Colles type fracture to the Lower Arm: a) Compound b) Other	20 10
8	Fractures of Spinal Column (Vertebrae but excluding coccyx): a) All compression fractures b) All spinous, transverse process or pedicle fractures c) All other vertebral fractures	20 20 10
9	Fractures of Rib or Ribs, Cheekbone, Coccyx, Upper Jaw, Nose, Toe and toes, finger or fingers:	40
	a) Multiple fractures (at least one compound & one complete)	16
	b) All other compound fractures c) Multiple fractures, at least one	12
	complete d) All other fractures	8 4

# Specific Conditions

- No benefit will be paid before any fracture is recognised medically and a Physician has established the extent and nature of the fracture.
- The total amount payable under this Section, in respect
  of more than one fracture due to the same Bodily Injury,
  will be calculated by adding the various benefits together,
  but shall not exceed the Total Sum Insured.
- 3) In the event that an Insured Person has received a benefit under this Section, and the same Bodily Injury results in permanent disablement, any benefits paid under this Section will be deducted from the Permanent Disablement benefit.

#### **SECTION 19**

#### **BURNS**

If during the Period of Insurance an Insured Person sustains Bodily Injury whilst on a Common Carrier which directly and independently of all other causes results in second or third degree burns, then the Company agrees to pay to the Insured Person the Compensation stated in the Table of Benefits up to the Total Sum Insured in the Schedule. The Deductible or Franchise, if applicable, shall be deducted from the Compensation payable.

## **TABLE OF BENEFITS**

	Description	Percentage of Total Sum Insured
	a) Third degree burns of 8% or more of the total head surface area	100%
	b) Second degree burns of 8% or more of the total head surface area	50%
4) Head	c) Third degree burns of 5% or more, but less than 8% of the total head surface area	80%
1) Head	d) Second degree burns of 5% or more, but less than 8% of the total head surface area	40%
	e) Third degree burns of 2% or more, but less than 5% of the total head surface area	60%
	f) Second degree burns of 2% or more, but less than 5% of the total head surface area	30%
	a) Third degree burns of 20% or more of the total body surface area	100%
2)Rest of Body	b) Second degree burns of 20% or more of the total body surface area	50%
	c) Third degree burns of 15% or more, but less than 20% of the total body surface area	80%

	Description	Percentage of Total Sum Insured
	d) Second degree burns of 15% or more, but less than 20% of the total body surface area	40%
	e) Third degree burns of 10% or more, but less than 15% of the total body surface area	60%
2)Rest of Body	f) Second degree burns of 10% or more, but less than 15% of the total body surface area	30%
	g) Third degree burns of 5% or more, but less than 10% of the total body surface area	20%
	h) Second degree burns of 5% or more, but less than 10% of the total body surface area	10%

# **Specific Conditions**

- If the Bodily Injury results in more than one of the Descriptions above, then the Company shall be liable for the largest Description only.
- 2) If an Insured Person dies or is permanently disabled as the result of the Bodily Injury, then any amount claimed and paid to an Insured Person under this Section will be deducted from any payment under the following Sections: Accidental Death, Accidental Death – Common Carrier, Permanent Disablement or Permanent Disablement – Common Carrier.

# **SECTION 20**

# **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

 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 21**

#### 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**

- 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.
- The Total Sum Insured is the total amount payable for Property Damage and Medical Payments to Others combined, not for each one.

# **Specific Definitions**

- Medical Expenses means reasonable charges for medical, surgical, X-ray, dental, ambulance, Hospital, professional nursing, prosthetic devices and funeral services.
- 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:

- 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.
- 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.

- 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.
- liability arising out of the ownership, maintenance, use, loading or unloading of motor vehicles, all other motorised land conveyances, water craft or aircraft.
- 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.
- 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 22**

#### LOSS OF CASH

If, during an Insured Journey, Cash owned by or in the custody of an Insured Person is lost, then the Company will reimburse the Insured Person the amount up to the Total Sum Insured stated in the Schedule. The Deductible, if applicable, shall be deducted from the Compensation payable.

# **Specific Definitions**

 Cash means foreign currency and travellers cheques purchased for specific use during the Insured Journey.

Specific Claims Provisions

In the event of a claim the Insured Person must:

- give immediate written notice to the relevant police authority in the event of loss or theft;
- submit a copy of the relevant police report when a claim is made;
- obtain the relevant police report in the jurisdiction where the loss occurred; and
- 4) submit documentation of a Cash withdrawal, occurring

within seventy-two (72) hours of the commencement of an Insured Journey, that supports the amount of the claim.

Benefits for Cash will be in excess of all other valid and collectible insurance, including any payments made by a Common Carrier.

# Specific Exclusions

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

- Cash that is not being carried by an Insured Person or is not deposited in a safety deposit box at the time of loss.
- loss due to confiscation or detention by order of any government or Public Authority.

#### **SECTION 23**

#### HOSTAGE RELEASE FEES

If during the Period of Insurance an Insured Person is Kidnapped, then the Company agrees to pay the fees incurred for a professional negotiation organisation appointed by the Company to secure the release of the Insured Person up to the Total Sum Insured stated in the Schedule:

#### Specific Conditions

- The Insured Person agrees to reimburse the Company for any payments made by the Company which are ultimately determined not to be insured because of the application of the Specific Exclusions.
- 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

- Informant means any person providing information solely in return for monetary payment paid or promised by the Policyholder.
- Insured Person: Specific to this Section and in addition to the Insured Person(s) stated in the Schedule, an Insured Person shall also include:
- a) Immediate Family Member of an Insured Person.
- a person legally resident in the household of an Insured Person.
- Close Business Associate or accompanying travel companion of the Insured Person.
- Kidnap or Kidnapped means the wrongful abduction and holding under duress or by fraudulent means of any Insured Persons by any person or group making a Ransom demand or series of Ransom demands for the release of such Insured Persons.
- Ransom means the amount demanded by any person or group who have Kidnapped the Insured Person, or the amount paid to a person or group for the release of the Insured Person.

#### Specific Exclusions

The Company will not be liable for:

- 1) any Ransom amount.
- 2) any amount paid to an Informant or Informants.
- any fraudulent, dishonest, or criminal acts of the Insured Person.
- an Insured Person being Kidnapped by an Immediate Family Member or Close Business Associate or an Immediate Family Member of a Close Business Associate.
- any Kidnap occurring in South America, Mexico or the Philippines.

#### **SECTION 24**

#### MOBILITY EXTENSION

If during the Period of Insurance an Insured Person sustains Bodily Injury which directly and

independently of all other causes results in Permanent Total Disablement of such a nature that

such Insured Person needs and can operate :

- 1) a self-powered, climbing wheelchair; and/or
- his/her motor vehicle with the controls suitably adjusted;
   and/or
- a lift, necessary ramps, railings and holds to usual place of residence,

then the Company agrees to pay for 95% of the costs of such equipment and the installation thereof up to the Total Sum Insured stated in the Schedule.

#### **SECTION 25**

#### **AMBULANCE COSTS**

If during the Period of Insurance, an Insured Person sustains Bodily Injury which is life threatening, then the Company agrees to pay the actual ground ambulance costs incurred by the Insured Person up to the Total Sum Insured stated in the Schedule, for transportation to the nearest Hospital where adequate care can be provided.

#### **SECTION 26**

# **CONCUSSION EXTENSION**

If during the Period of Insurance, an Insured Person sustains Bodily Injury and is hospitalised as the result of concussion, then the Company agrees to pay to the Insured Person the following percentages of the Total Sum Insured stated in the Schedule:

Length of Hospital stay	Compensation Expressed as a Percentage of Total Sum Insured
Percentage of sum insured payable for 0 to 4 Days	0%
Percentage of sum insured payable after 5 Days	25%
Percentage of sum insured payable after 8 Days	Additional 25%
Percentage of sum insured payable after 11 Days	Additional 25%
Percentage of sum insured payable after 13 Days	Additional 25%

#### **SECTION 27**

#### ANIMAL ATTACK EXTENSION

If during the Period of Insurance, an Insured Person sustains Bodily Injury as the result of an attack by an Animal and is hospitalised for seventy-two (72) continuous hours, then the Company agrees to pay to the Insured Person the Total Sum Insured stated in the Schedule.

# **Specific Definition**

 Animal means any four (4) limbed animal that is not an insect or reptile.

#### **SECTION 28**

# SPOUSE OR DEPENDENT CHILD CONSOLATION BENEFIT

If during the Period of Insurance an Insured Person's Spouse or Dependent Child 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 the Compensation stated in the Schedule. The Spouse or Dependent Child must be insured under this Policy for this benefit to be paid.

#### Specific Extensions

- 1) Disappearance: In the event of the disappearance of the Insured Person's Spouse or Dependent Child, following a forced landing, stranding, sinking or wrecking of a conveyance in which such Insured Person's Spouse or Dependent Child 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's Spouse or Dependent Child shall have died as the result of an Accident. If at any time, after the payment of a benefit under this Section, it is discovered that the Insured Person's Spouse or Dependent Child is still alive, then all payments shall be reimbursed in full to the Company.
- Exposure: Death as a direct result of exposure to the elements shall be deemed to be Bodily Injury.

#### **SECTION 29**

#### INSURED PERSON'S COUNSELLING BENEFIT

If during the Period of Insurance an Insured Person's Spouse or Dependent Child 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 the actual costs for professional counselling for the Insured Person up to the Compensation stated in the Schedule.

#### Specific Conditions

 Solely with respect to the insurance provided in this Section, Item 16 of Section C, General Exclusions, is deleted in its entirety.

### Specific Extensions

- 1) Disappearance: In the event of the disappearance of the Insured Person's Spouse or Dependent Child, following a forced landing, stranding, sinking or wrecking of a conveyance in which such Insured Person's Spouse or Dependent Child 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's Spouse or Dependent Child shall have died as the result of an Accident. If at any time, after the payment of a benefit under this Section, it is discovered that the Insured Person's Spouse or Dependent Child is still alive, all payments shall be reimbursed in full to the Company.
- Exposure: Death as a direct result of exposure to the elements shall be deemed to be Bodily Injury.

# **SECTION 30**

#### **FAMILY COUNSELLING BENEFIT**

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 the actual costs for professional counselling for the Insured Person's Spouse and Dependent Child up to the Compensation stated in the Schedule.

#### Specific Conditions

- The total Sum Insured is the total amount payable for the Spouse and Dependent Child combined, not per person.
- Solely with respect to the insurance provided in this Section, Item 16 of Section C, General Exclusions, is deleted in its entirety.

#### 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 a benefit under this Section, 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.

#### **SECTION 31**

#### FREQUENT FLYER CANCELLATION

The Company will pay the Compensation stated in the Schedule upon the cancellation of an Insured Person's travel arrangements made with a recognised Frequent Flyer Program for the following events that occurred between the date of confirmation that the arrangements had been secured and the date of commencement of the Insured Journey:

- Unexpected Death, Serious Injury or Serious Sickness of the Insured Person, Close Business Associate and/or an Insured Person's Immediate Family Member.
- 2) An Insured Person's place or residence or business being rendered uninhabitable ten (10) Days or less prior to the commencement of an Insured Journey as a result of Accidental damage or an Insured Person's presence being required by the Police following burglary or attempt thereat at an Insured Person's place of residence or business.

# Specific Exclusions

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

- revised travel arrangements that have meant no additional use of Frequent Flyer points.
- 2) the default of any:
- a) provider of transport; or
- b) agent of such provider; or
- c) agent acting for the Insured Person.
- 3) regulations made by any Government or Public Authority.
- strikes or labour disputes which existed or of which advance warning had been given prior to the date on which an Insured Journey was booked.
- delay due to the withdrawal from service temporarily or permanently of any Common Carrier on the orders or recommendations of any Port Authority or Aviation Agency or any similar body in any country.
- any business or financial contractual obligations of the Insured Person, Close Business Associate or Insured Person's Immediate Family.
- a change of plans or disinclination of the Insured Person, Close Business Associate or Insured Person's Immediate Family to travel on the Insured Journey.

#### **SECTION 32**

# FREQUENT FLYER INTERRUPTION

The Company will pay the Compensation stated in the Schedule, upon the interruption of an Insured Person's travel arrangements made with a recognised Frequent Flyer Program for the following events that occur during an Insured Journey:

 Unexpected Death, Serious Injury or Serious Sickness of the Insured Person, Close Business Associate and/or an Insured Person's Immediate Family Member.

# Specific Exclusions

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

- revised travel arrangements that have meant no additional use of Frequent Flyer points.
- 2) the default of any:
- a) provider of transport: or
- b) agent of such provider; or
- c) agent acting for the Insured Person.
- 3) regulations made by any Government or Public Authority.
- strikes or labour disputes which existed or of which advance warning had been given prior to the date on which an Insured Journey was booked.
- delay due to the withdrawal from service temporarily or permanently of any Common Carrier on the orders or recommendations of any Port Authority or Aviation Agency or any similar body in any country.
- any business or financial contractual obligations of the Insured Person, Close Business Associate or Insured Person's Immediate Family Member.
- a change of plans or disinclination of the Insured Person, Close Business Associate or Insured Person's Immediate Family to travel on the particular Insured Journey.

#### **SECTION 33**

# FREQUENT FLYER INTERRUPTION - EMERGENCY TRAVEL

The Company will pay up to the Compensation stated in the Schedule for the costs of a first class train fare or economy class air fare to return home, upon the interruption of an Insured Person's travel arrangements made with a recognised Frequent Flyer Program for the following events that occur during an Insured Journey:

 Unexpected Death, Serious Injury or Serious Sickness of the Insured Person, Close Business Associate and/or an Insured Person's Immediate Family Member.

The Company will pay loss of travel and / or accommodation expenses up to the amount stated in the Schedule of Benefits, less the Deductible, for the unused, non-refundable pre-paid expenses paid by the Insured Person, less the value of applied credit from the unused return travel ticket to return home, if prior to the date of return, the Insured Person's Insured Journey

is interrupted due to the Unexpected Death, Serious Injury or Serious Sickness of the Insured Person, Close Business Associate and/or an Insured Person's Immediate Family.

# **Specific Conditions**

- 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.
- 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 shall not be liable to pay any benefit in respect of any Insured Person for:

- revised travel arrangements that have meant no additional use of Frequent Flyer points.
- 2) the default of any:
- a) provider of transport; or
- b) agent of such provider; or
- agent acting for the Insured Person.
- 3) regulations made by any Government or Public Authority.
- strikes or labour disputes which existed or of which advance warning had been given prior to the date on which an Insured Journey was booked.
- delay due to the withdrawal from service temporarily or permanently of any Common Carrier on the orders or recommendations of any Port Authority or Aviation Agency or any similar body in any country.
- any business or financial contractual obligations of the Insured Person, Close Business Associate or Insured Person's Immediate Family Member.
- a change of plans or disinclination of the Insured Person, Close Business Associate or Insured Person's Immediate Family to travel on the particular Insured Journey.

#### **SECTION 34**

# MEDICAL INSURANCE PREMIUM INDEMNITY

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 the actual costs of the medical insurance premiums for the Insured Person's surviving Spouse and Dependent Child up to the amount stated in the Schedule per year up to the number of years stated in the Schedule.

# Specific Extensions

1) Disappearance: In the event of the disappearance of an

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 a benefit under this Section, it is discovered that an Insured Person is still alive, all payments shall be reimbursed in full to the Company.

 Exposure: Death as a direct result of exposure to the elements shall be deemed to be Bodily Injury.

# **Specific Conditions**

 The Total Sum Insured is the total amount payable for the Spouse and Dependent Child combined, not per person.

# **SECTION 35**

#### DEPENDENT CHILD EDUCATION BENEFIT

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 the education fees for the Insured Person's surviving Dependent Child up to the amount stated in the Schedule per year up to the number of years stated in the Schedule.

# Specific Conditions

- To receive benefits under this Section, the Dependent Child must be in full time education at an accredited tertiary educational institution.
- The Total Sum Insured is the total amount payable for all Dependent Children, and not per Dependent Child.

# Specific Extensions

- 1) Disappearance: In the event of the disappearance of an 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 a benefit under this Section, it is discovered that an Insured Person is still alive, all payments shall be reimbursed in full to the Company.
- Exposure: Death as a direct result of exposure to the elements shall be deemed to be Bodily Injury.

# **SECTION 36**

#### COMATOSE BENEFIT - ACCIDENT ONLY

If during the Period of Insurance an Insured Person sustains Bodily Injury which directly and independently of all other causes results in the Insured Person being in a Hospital in a Comatose State, within one (1) calendar month of the Date of Loss, then the Company agrees to pay to the Insured Person the Compensation stated in the Schedule. The Deductible

or Franchise, if applicable, shall be deducted from the Compensation payable.

# **Specific Provisions**

 In case of successive Comatose State with less than ten (10) Days between each one for a same cause, the Deductible or Franchise will only apply once, as the Comatose State will be deemed as one.

#### Specific Conditions

- The Insured Person must be in the Hospital Intensive Care Unit for the duration of the Comatose State for any benefits to be payable.
- 2) The Comatose State must be for three (3) months or more for any benefits to be payable.

#### Specific Definitions

 Comatose State means a state of profound unconsciousness, characterised by the absence of spontaneous eye openings, response to painful stimuli, and vocalisation.

#### **SECTION 37**

#### COMATOSE BENEFIT - 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 in a Comatose State, within one (1) calendar month of the Date of Loss, then the Company agrees to pay to the Insured Person the Compensation stated in the Schedule. The Deductible or Franchise, if applicable, shall be deducted from the Compensation payable.

# **Specific Provisions**

 In case of successive Comatose State with less than ten (10) Days between each one for a same cause, the Deductible or Franchise will only apply once, as the Comatose State will be deemed as one.

#### **Specific Conditions**

- The Insured Person must be in the Hospital Intensive Care Unit for the duration of the Comatose State for any benefits to be payable.
- The Comatose State must be for three (3) months or more for any benefits to be payable.

# **Specific Definitions**

 Comatose State means a state of profound unconsciousness, characterised by the absence of spontaneous eye openings, response to painful stimuli, and vocalisation.

#### SECTION 38

# **HOME TUITION BENEFIT**

If during the Period of Insurance an insured Dependent Child sustains Bodily Injury which directly and independently of all other causes results (starting during the Period of Insurance)

in Temporary Total Disablement, then the Company agrees to pay Home Tuition Fees per Week up to the amount stated in the Schedule, for up to the maximum number of weeks stated in the Schedule. The Deductible or Franchise, if applicable, shall be deducted from the Compensation payable.

#### **Specific Conditions**

- In the event of a dispute arising as to when Temporary Total Disablement ceased, the date shall be finally determined by a Physician commissioned by the Company who certifies:
- a) the date upon which the Insured Person recovered; or
- b) the date upon which the Insured Person recovered as far as he/she ever will; or
- the date from which the Insured Person is declared to have suffered Permanent Total Disablement:
- The benefit shall not in any event exceed the Total Sum Insured or the Maximum Number of Weeks as stated in the Schedule.
- 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

- Temporary Total Disablement means disablement which temporarily and entirely prevents an Insured Person from attending full time education at an accredited tertiary educational institution
- Home Tuition Fees means the costs for a fully registered and licensed teacher to continue the education of the Insured Person at home during Temporary Total Disablement.

# Specific Exclusions

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

 any claim caused by or arising from or due to Sickness of any and every kind.

# **SECTION 39**

# **REHABILITATION BENEFIT**

If during the Period of Insurance an Insured Person sustains Bodily Injury which requires Rehabilitation within three (3) weeks of the Date of Loss, then the Company agrees to pay the actual costs of such treatment up to the amount stated in the Schedule. The Deductible or Franchise, if applicable, shall be deducted from the Compensation payable.

#### **Specific Definitions**

#### Rehabilitation means:

- treatment by a therapist licensed, registered, or certified to provide such treatment; or
- treatment in an institution which is licensed to provide such treatment.

when the treatment is intended to prepare the Insured Person for work in any gainful occupation, including the Insured Person's regular occupation.

# Specific Exclusions

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

any treatment not performed by a fully registered and licensed Physiotherapist.

#### **SECTION 40**

#### RECONSTRUCTIVE SURGERY BENEFIT

If during the Period of Insurance an Insured Person sustains Bodily Injury which requires Reconstructive Surgery within six (6) months of the Date of Loss, then the Company agrees to pay the actual costs of such Reconstructive Surgery up to the amount stated in the Schedule. The Deductible or Franchise, if applicable, shall be deducted from the Compensation payable.

# **Specific Definitions**

 Reconstructive Surgery means surgery to reconstruct cutaneous or underlying tissue, prescribed as necessary by a Physician.

# Specific Exclusions

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

- any Reconstructive Surgery not performed by a fully registered and licensed Cosmetic Surgeon.
- Any Reconstructive Surgery an Insured Person elects to have.

#### **SECTION 41**

#### COMMON ACCIDENT

If during the Period of Insurance an Insured Person and his or her Spouse sustain Bodily Injury in the same Accident which, directly and independently of all other causes, results in the death of both the Insured Person and the Spouse within twelve (12) months after the Date of Loss, then the Total Sum Insured payable for each of the Insured Person and Spouse shall be either the Accidental Death Total Sum Insured applicable to the Insured Person or the Accidental Death Total Sum Insured applicable to the Spouse, whichever is greater. This benefit shall in no event exceed the Common Accident maximum amount shown in the Schedule.

This benefit applies only if:

- the Insured Person has elected insurance under the Policy for a Spouse; and
- 2) such insurance is in effect on the date of the Accident.

# **Specific Extensions**

 Disappearance: In the event of the disappearance of the Insured Persons, 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 a benefit under this Section, it is discovered that an Insured Person is still alive, all payments shall be reimbursed in full to the Company.

Exposure: Death as a direct result of exposure to the elements shall be deemed to be Bodily Injury.

#### **SECTION 42**

# **EVACUATION BENEFIT**

If during the Period of Insurance an Insured Person is Evacuating from the building used by the Policyholder for the Policyholder's business activities and sustains Bodily Injury in the Evacuation which directly and independently of all other causes results in death or disablement within twelve (12) months of the Evacuation, then the Company agrees to pay the Compensation stated in the Schedule.

# **Specific Definitions**

 Evacuating / Evacuation means an emergency exit due to a fire, a fire alarm, a bomb scare (whether there is a bomb or not), or an armed attack on the building or the people in the building.

#### **ATTACHMENT**

HDFC ERGO 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:

# **INSERT NUMBERS**

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

- 1) Pre-Departure Services
- 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.
- Destination Information general information on the destination, normally via fax.
- 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 worldwide.

- 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.
- Visa Information Service information concerning Visa requirements for foreign countries.
- Weather Information Services weather forecasts and temperatures of foreign countries.
- 2) Travel Assistance Services
- a) Arrangement of a Bail Bond the arrangement of a bail bond in the event that an Insured Person has been arrested following a car Accident. The Assistance Provider will only arrange the financial guarantee if payment has been secured through an Insured Person's credit card or personal assets.
- 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.
- c) 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.
- d) Arranging for Replacement of Lost Travel Documents

   assistance in replacing travel documents or tickets in the event of a theft or loss or emergency.
- e) Car Rental arrangement of a rented car in the event of an emergency. Payment is for the account of the Insured Person.
- f) Claims Assistance details to an Insured Person on how to correctly file a claim to the Company.
- g) Embassy Referral the address, contact numbers, and office hours for appropriate embassies and consulates in an emergency.
- Emergency Travel Services assistance in new travel arrangements and reservations in the event of predeparture cancellation or interruption, curtailment or delay during the trip, or following a Hospital stay of the Insured Person.
- i) Interpreter Referral the name, address, contact numbers and office hours for interpreters world-wide.
- j) Interpreting Assistance an interpretation service over the telephone.
- Legal Referral the name, address, contact numbers, and office hours of lawyers or legal practitioners where and when necessary.
- 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.

- m) 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.
- n) Restaurant Referral a referral to restaurants in major foreign cities.
- Secretarial Services & Business Centres Referral wherever possible, a referral to secretarial services and business centres world-wide.
- 3) Emergency Medical And Related Services
- Medical Advice Over the Phone medical advice over the telephone.
- Medical Service Provider Referral information regarding Physicians, Hospitals, Clinics, Dentists when and where the Insured Person needs treatment.
- Arrangement of Doctors Appointments assistance in arranging appointments for an Insured Person with medical service providers if necessary.
- 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.
- 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.
- f) 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.

- Arrangement of Compassionate Visit the return airfare for an Immediate Family Member of the Insured Person to visit the Insured Person when outside their normal country of residence.
- m) Arrangement of Return of a Dependent Child a oneway airfare for the return of a Dependent Child to his or her home country, if such Dependent Child is left unattended due to an Insured Person being hospitalised or expecting to be hospitalised for more than five (5) Days.
- 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**

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

# SECTION. C SPECIFIC GENERAL EXCLUSIONS

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

- for Bodily Injury or Sickness occasioned by Civil War or Foreign War.
- for Bodily Injury or Sickness caused or provoked intentionally by the Insured Person.
- 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 thereat, 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.
- for Bodily Injury sustained whilst or as a result of participating in any sport as a professional player.
- 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.
- 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.
- 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 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.
- 13) 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.
- 14) any pathological fracture.
- 15) for cures of any kind and all stays in long term care institutions (retirement homes, convalescence centres, centres of detoxification etc.).
- 16) 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.
- 17) 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.
- 18) for Bodily Injury sustained as the result of Terrorism.

# **SECTION. D GENERAL CONDITIONS**

# I Standard General Conditions

 Insured may cancel this Policy at any time by sending fifteen (15) days notice in writing to the Company or by returning the Policy and stating when thereafter cancellation is to take effect.

In the event of such cancellation the Company shall retain premium for the period that this Policy has been in force calculated in accordance with the short period rate table, less any duties and taxes Company cannot recover. However, there will be no refund of premium if you have made a claim, or you are entitled to make any claim under this Policy.

The Company reserves the right to cancel this Policy at any time by sending fifteen (15) days notice in writing to the Insured. In the event of such cancellation refund of premium shall be on pro-rata basis.

The Company also reserves the right to cancel this Policy from inception immediately upon becoming aware of any mis-representation, fraud, non-disclosure of material facts or non-cooperation by or on behalf of the Insured. No refund of premium shall be allowed in such cases.

Notice of cancellation will be mailed to the Insured at an address set forth in the Policy Schedule, and will indicate the date of termination. If notice of cancellation is mailed,

proof of mailing will be sufficient proof of notice.

PERIOD ON RISK RATE OF PREMIUM TO BE CHARGED

Upto one month 1/4 of the annual rate

Upto three months 1/2 of the annual rate

Upto six months 3/4th of the annual rate

Exceeding six months Full annual rate

2) 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.

# 3) 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 RENEFITS

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. This Policy shall be governed by the laws of India and, except as otherwise provided in Section D of this Policy, the Indian courts alone shall have jurisdiction in any dispute arising 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) The Company shall be under no obligation to renew the policy on expiry of the period for which premium has been paid. The Company reserves the right to offer revised rates, terms and conditions at renewal based on claim

experience and a fresh assessment of the risk. This policy may be renewed only by mutual consent and subject to payment in advance of the total premium at the rate in force at the time of renewal. The Company, however, shall not be bound to give notice that the policy is due for renewal or to accept any renewal premium. Unless renewed as herein provided, this policy shall automatically terminate at the expiry of the period for which premium has already been paid

#### 6) GRIEVANCE REDRESSAL PROCEDURE

In case of any grievance the insured person may contact the company through:

- i. Website: www.hdfcergo.com
- ii. Customer Service Number: 022 6234 6234 / 0120 6234 6234
- Contact Details for Senior Citizen: 022 6242 6226 | seniorcitizen@hdfcergo.com
- iv. E-mail:grievance@hdfcergo.com
  - Fax : NA
- vi. Courier: Grievance cell of any of our Branch office

Insured Person may also approach the grievance cell at any of the company's branches with the details ofgrievance.

If Insured Person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at cgo@hdfcergo.com

For updated details of grievance officer, kindly refer the link https://www.hdfcergo.com/customer-voice/grievances

Grievance may also be lodged at IRDAI Integrated Grievance Management System

-https://igms.irda.gov.in/.

Insurance Ombudsman—The Insured Person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance. The contact details of the Insurance Ombudsman offices have been provided as Annexure-A.

# II. Specific General Terms & Conditions

- 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.
- 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.
- 3) Insurance in respect of an Insured Person will begin under this Policy on the first Day of the Insured Journey (except the Trip Cancellation and Frequent Flyer Cancellation Sections) after the date all of the following are true:

- a) this Policy is in force;
- b) the Insured Person is eligible to be insured;
- the required premium has been paid to the Company; and
- d) the Company has approved the Insured Person's proposal for this insurance.
- 4) The Policyholder will maintain and provide information, on a monthly basis, of the trips made by the Insured Persons during the Period of Insurance on the format provided by the Company. The Premium shall be refunded at the expiry of the Policy based on the statements provided by the Policyholder as per the prescribed format in the event that at the expiry of the Policy the actual number of travel days is less than the Total Number of Travel Days stated in Item 6 of the Schedule.
- 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,
- the date that the Total Sum Insured is paid for covered loss under Section 1 (Accidental Death), Section 2 (Permanent Disablement) of the Policy;
- the date that an Insured Person is no longer an employee of the Policyholder;
- d) in respect of Immediate Family, the date that such person ceases to be the Insured Person's Immediate Family Member: or
- the date when the actual number of travel days exceed the Total Number of Travel Days mentioned under Item 6 of the Schedule.
- 6) 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.
- 7) 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 premium due in full is a condition precedent to the Company's liability under this Policy.
- 8) 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.
- 9) Valuation and Foreign Currency: All premiums, benefit

amounts, loss, and other amounts under this Policy are expressed and payable in Indian currency. If judgement is rendered, settlement is denominated or any benefit, Sum Insured or element of loss is stated in a currency other than Indian Rupees, then payment under this Policy shall be made in Indian Rupees at the rate of exchange published by the Reserve Bank of India on the date the final judgement is entered, the amount of settlement is agreed upon or any benefit, Sum Insured or element of loss is due, respectively.

# **SECTION E. OTHER TERMS & CONDITIONS**

- 1. GENERAL CLAIMS PROVISIONS
- 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 thirty (30) Days after such occurrence. Written Notice of Claim must be given to the Company immediately in the case of death, or within thirty (30) 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.
- Complete, written proof of loss must be given to the Company within sixty (60) 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
- 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:
- 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 pendancy of the claim and to make an autopsy in case of death, where it is not forbidden by law.
- 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.
- No claim may be brought under this Policy, nor may any legal action be brought against the Company to recover under such claim:
- 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
- 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.
- 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 Cupertino 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.

# Annexure A

# The contact details of the Insurance Ombudsman offices are as below

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES		
OFFICE DETAILS	JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)	
AHMEDABAD - Shri Kuldip Singh Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.	
BENGALURU - Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka.	
BHOPAL Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh Chattisgarh.	
BHUBANESHWAR - Shri Suresh Chandra Panda Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in	Orissa.	
CHANDIGARH  Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017.  Tel.: 0172 - 2706196 / 2706468  Fax: 0172 - 2708274  Email: bimalokpal.chandigarh@cioins.co.in	States of Punjab, Haryana (excluding 4 districts viz Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh and Chandigarh.	
CHENNAI  Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).	

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES		
OFFICE DETAILS	JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)	
DELHI - Shri Sudhir Krishna Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in	Delhi, 4 Districts of Haryana viz. Gurugram, Faridabad, Sonepat and Bahudurgarh	
GUWAHATI Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.	
HYDERABAD  Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@cioins.co.in	State of Andhra Pradesh, Telangana and Yanam - a part of Union Territory of Puducherry.	
JAIPUR Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan.	
ERNAKULAM - Ms. Poonam Bodra Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Emakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry	
KOLKATA - Shri P. K. Rath Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor,4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax: 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands.	
LUCKNOW -Shri Justice Anil Kumar Srivastava  Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II,Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.	

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES		
OFFICE DETAILS	JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)	
MUMBAI  Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038821/23/24/25/26/27/28/28/29/30/31 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.	
NOIDA - Shri Chandra Shekhar Prasad Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120 - 2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.	
PATNA - Shri N. K. Singh Office of the Insurance Ombudsman, 1st Floor,Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.	
PUNE - Shri Vinay Sah Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.	

**IRDA REGULATION NO 12:** This Policy is subject to regulation 12 of IRDA (Protection of Policyholder's Interests) Regulation 2017.