

**GROUP TRAVEL INSURANCE**

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<b>IX. INTERNATIONAL SOS ASSISTANCE COMPANY (TPA)</b>	

## **I. ELIGIBILITY**

- Age limit covered upto age 3 months to 70 years

## **II. SCOPE OF COVER & BENEFIT**

- **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.

- **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.

- **Emergency Medical Expense – 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.

- **Emergency Medical Benefits:**

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.

- **Emergency Dental Treatment:**

If during the Period of Insurance an Insured Person sustains Bodily Injury or which directly and independently of all other causes results in necessary emergency dental work, 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.

- **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.

- **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.

- **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).

- **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.

- **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.

- **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.

- **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.

- **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.

- **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.

- **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.

- **Accident 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.

- **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.

- **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.

- **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.

- **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.

- **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.

- **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.

- **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.

- **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.

- **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

- **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.

- **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.

- **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.

- **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.

- **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.

- **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:

- **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
- 2) his/her motor vehicle with the controls suitably adjusted; and/or
- 3) 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.

- **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.

- **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:

- **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.

- **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.

- **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.



- **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.

- **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

- **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

- **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.

- **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.

- **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.

- **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.



- **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.

- **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.

- **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.

- **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.

- **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.

- **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.

### **III. 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 thereof, or arising out of non-adherence to **medical advice**.
- 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**.
- 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.
- 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.
- for **Bodily Injury** or **Sickness** resulting from pregnancy within twenty-six (26) weeks of the expected date of birth.
- for **Bodily Injury** or **Sickness** caused by or arising from the conditions commonly known as Acquired Immunodeficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV) and/or any related illness or condition including derivatives or variations thereof howsoever acquired or caused. The onus shall always be upon the **Insured Person** to show that **Bodily Injury** or **Sickness** was not caused by or did not arise through AIDS or HIV.
- for **Bodily Injury** or **Sickness** caused by or arising from or due to venereal or venereal related disease.
- 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.
- 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.
- for treatments for nervous or mental problems, whatever their classification, psychiatric or psychotic conditions, depression of any kind, or mental insanity.
- any pathological fracture.
- for cures of any kind and all stays in long term care institutions (retirement homes, convalescence centres, centres of detoxification etc.).

- 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.
- 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.
- for **Bodily Injury** sustained as the result of **Terrorism**.

#### **IV. PREMIUM:**



4 Rating  
Sheet-Group Travel I

#### **V. CANCELLATION:**

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

#### **Free Look Period:**

The Policyholder have a period of 15 days from the date of receipt of the Policy document to review the terms and conditions of this Policy. If the policyholder has any objections to any of the terms and conditions, then the policyholder has the option of cancelling the Policy stating the reasons for cancellation and will be refunded the premium paid after adjusting the amounts spent on any medical check-up, stamp duty charges and proportionate risk premium. The policyholder can cancel the Policy only if no claims have been made under the Policy. All the policyholder's rights under this Policy will immediately stand extinguished on the

free look cancellation of the Policy. Free look provision is not applicable and available at the time of renewal of the Policy.

**VI. RENEWAL:**

- VII. 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

**VIII. CLAIMS:**

1) Written notice of any occurrence which may give rise to a claim under this Policy must be given to the **Company** as soon as practicable and in any case within 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.

3) 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
  - iii) all invoices, bills, prescriptions, **Hospital** certificates which will permit the **Company** to accurately determine the total amount of **Medical Expenses** (if applicable) incurred by the **Insured Person**, and
  - iv) in the case where another party was involved (e.g. a car collision), the names, contact details and if possible insurance details of the other party, and
  - v) in the case of death, an official death certificate, succession certificate pursuant to the Indian Succession Act 1925, as amended, and any other legal documents establishing the identity of any and all beneficiaries, and
  - vi) proof of age, where applicable, and
  - vii) such other information as the **Company** may require to handle the claim.
- a) If an **Accident**:
- i) detailed circumstances of the **Accident** and the names of any witnesses, and
  - ii) any police reports concerning the **Accident**, and

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

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

4) The **Company** at its own expense shall have the right and opportunity to examine the **Insured Person** whose **Bodily Injury** or **Sickness** is the basis of a claim and as often as it may be reasonably required during the pendency of the claim and to make an autopsy in case of death, where it is not forbidden by law.

5) In respect of any disablement claim, no benefit shall be payable before any disablement is recognised as definitive and permanent by a **Physician** appointed by the **Company**.

6) **Medical advice** of a **Physician** shall be sought and followed promptly on the occurrence of any **Bodily Injury** or **Sickness** and the **Company** shall not be liable for any part of any claim which in the opinion of a **Physician** appointed by the **Company** arises from the unreasonable or wilful neglect or failure of an **Insured Person** to seek and remain under the care of a **Physician**.

7) No claim may be brought under this Policy, nor may any legal action be brought against the **Company** to recover under such claim:

- 1) in cases of **Accidental** death, more than three (3) years after the date of death or the date the claim is denied in whole or in part, whichever is later; or
- 2) in all other cases, more than three (3) years after the **Date of Loss** or date the claim is denied in whole or in part, whichever is later.

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

8) If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to arbitration in accordance with the Indian Arbitration and Conciliation Act 1996, as amended, and the making of an award shall be a condition precedent to any liability for the **Company** to make any payment under this Policy.

9) The **Company** will effect payment of covered claims subject to: i) the **Company** having received complete, written proof of loss and such other information as the **Company** may require to handle the claim; and ii) the premium for the Policy having been paid. In such cases, the **Company** shall effect payment within 7 days.

10) No benefit shall be payable in respect of an **Insured Person** under more than one of the following insurances: **Accidental** death or **Accidental** disablement.

11) No sum payable under this Policy shall carry interest.

12) Where amounts recoverable from the **Company** are delayed pending finalisation of any claim, payments on account may be made to the **Insured Person** at the **Company's** discretion, on receipt by the **Company** of certification by a **Physician** appointed by the **Company**.

13) An **Insured Person** has the right to designate a beneficiary. All beneficiary designations shall be in writing, filed with the **Policyholder**, and provided to the **Company** at the time of claim and such other time as the **Company** may require.

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

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

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

14) In the event of a claim under this Policy, the **Policyholder**, the **Insured Person** and the **Beneficiary**, if applicable, must fully cooperate with the **Company** in its handling of the claim including, but not limited to, the timely submission of all medical and other reports, and full cooperation with all physical examinations and autopsies that the **Company** may require.

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

### **Disclaimer**

This is only a summary of the product features. The actual benefits available are as described in the policy, and will be subject to the policy terms, conditions and exclusions. Please seek the advice of your insurance advisor if you require any further information or clarification.