

Policy Wording for Reliance Travel Care Insurance Policy - Student Plan

PREAMBLE

WHEREAS the Insured designated in the Schedule to this Reliance Travel Care Insurance Policy having by a proposal and declaration together with any statement, report or other document which shall be the basis of the contract and shall be deemed to be incorporated herein, has applied to Reliance General Insurance Company Limited (hereinafter called "the Company") for the insurance hereinafter set forth and paid appropriate premium for the number of days stated in the Schedule.

NOW THIS POLICY WITNESSETH that subject to the definitions, terms, conditions and exclusions contained, endorsed or otherwise expressed herein, the Company shall compensate, indemnify, pay and/or reimburse the Insured / Insured Person or his/her legal representatives, as the case may be, in respect of insured events occurring during the period of insurance stated in the Schedule, in the manner and to the extent set forth in this Policy.

DEFINITIONS

Any word or expression to which a specific meaning has been assigned in any part of this Policy or the Schedule shall bear the same meaning wherever it appears. For purposes of this Policy, the terms specified below shall have the meaning set forth:

"Accident" means a sudden, unforeseen, and unexpected physical event beyond the control of the Insured / Insured Person caused by external, visible and violent means.

"Air Travel" means travel by an airline/aircraft for the purpose of flying therein as a passenger.

"Checked-In Baggage" means baggage handed over by the Insured / Insured Person and accepted by a common carrier for transportation in the same carrier in which the Insured / Insured Person is or would be travelling and for which the common carrier has issued a baggage receipt to the Insured / Insured Person.

"Company" means Reliance General Insurance Company Limited.

"Common Carrier" means any commercial airline or ship or vessel operating under a license from the relevant authority for the transportation of passengers and cargo for hire.

"Deductible" means the amount of expenses to be incurred by the Insured / Insured Person before any benefit under this Policy shall become payable and shall not be reimbursed by the Company.

"Disease" means an alteration in the state of the body or of some of its organs, interrupting or disturbing the performance of the functions, and causing or threatening pain and weakness or physical or mental disorder and certified by a Physician or Surgeon.

"Emergency Assistance Service Provider" means any organization or institution appointed by the Company for providing services to the Insured / Insured Person for an insurable event.

"Hospital" means any institution established for indoor care and treatment of diseases, illness and injuries and which has been registered as a Hospital or a Nursing Home with the relevant regulatory authorities. For the purpose of this definition, the term "Hospital" shall not include an establishment, which is a place of rest, a place for the aged, a place for drug-addicts or place of alcoholics, a hotel or any other like place.

"Illness" means diseases or sickness first diagnosed during the Policy period for which immediate medical treatment by a Physician is necessary.

"Injury" means any accidental physical bodily harm, solely and directly, caused by external, violent and visible means but does not include any disease or sickness. The injury must be verified and certified by a Physician.

"Insured" means the individual student on whose name the Policy is issued.

"Insured Person" means the person named in the Schedule to this Policy, who has a permanent place of residence in India and for whom the insurance is proposed and the appropriate premium paid.

"Insurable Event" means an event, loss or damage for which the Insured / Insured Person is entitled to benefit/s under this Policy.

"Loss" means loss or damage.

"Medical Advisors" are Medical Practitioners appointed by our Emergency Assistance Service Providers.

"Medical Related Expenses Reasonably And Necessarily Incurred" mean expenses for medical care which shall be considered reasonable and customary, in the opinion of our Emergency Assistance Service Provider, to the extent that the expenses do not exceed the general level of charges being made by others of similar standing in the locality where the expenses are incurred when providing like or comparable treatment, services or supplies to individuals of the same sex and of comparable age, for a similar disease or injury. In no event will the reasonable and necessary expenses exceed the charges prevalent in the relevant geographic area where the services are availed.

"Period of Insurance" means the period from commencement of insurance cover to the end of the insurance cover or actual trip duration, whichever is less.

"Physician" means a person who is qualified to practice medicine or is a Surgeon or an Anesthetist and has a valid license issued by the appropriate authority for the same, provided that this person is not a member of the Insured/Insured Person's family.

"Policy" means Insured's proposal, terms and conditions of this Policy and of the Schedule to this Policy including the Company's covering letter to the Insured and any endorsement attaching to or forming part hereof, either at inception or during the period of insurance.

"Pre-Existing Condition" means chronic diseases or illnesses or ailments and consequences of such diseases or illnesses or ailments existing or known to exist at the commencement of the period of insurance, even if the same had not been treated, including diseases or illnesses treated or for which medical advice was sought in the last six months before commencement of the period of insurance and including their consequences.

"Return Destination" means the place to which the Insured / Insured Person is scheduled to return from his/her trip.

"Sum Insured" means the maximum amount of coverage, as specified in the Schedule to this Policy, that the Insured / Insured Person is entitled to in respect of each benefit and as applicable under this Policy.

"Schedule" means the Schedule to this Policy.

"Terrorism / Terrorist Incident" means any actual or threatened use of

force or violence directed at or causing damage, injury, harm or disruption, or the commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered terrorist activity. Terrorism shall also include any act, which is verified or recognized by the relevant Government as an act of terrorism.

“Travel Agent” means the Travel Agent, tour operator, or other entity from which the Insured purchases his/her Insurance Policy or travel arrangements, and includes all officers, employees, and affiliates of the Travel Agent, tour operator or other entity.

“Travelling Companion” means an individual or individuals travelling with the Insured / Insured Person, provided that, the Insured and such individual(s) are travelling to the same destination on the same dates and such individual(s) is/are also insured under this Policy. For the purpose of this definition, any individual(s) forming part of a group travelling on a tour arranged by a Travel Agent or a tour operator shall not be considered as Travelling Companion, unless the individual(s) is part of the family of the Insured / Insured Person.

“Trip” means a journey out of the Republic of India and back, the details of which are specified in the Schedule to this Policy.

“Trip Duration” means the length of time period commencing from the date when the Insured / Insured Person travels out of the Republic of India and ending on the date of return of the Insured / Insured Person to the Republic of India, both days inclusive, and calculated according to Indian Standard Time (IST).

“Valuables” mean photographic, audio, video, computer and any other electronic equipment, telecommunications and electrical equipment, telescopes, binoculars, antiques, watches, jewelry, furs and articles made of precious stones and metals.

PERIOD OF INSURANCE

This Policy shall be valid as per its duration as specified in the Schedule to this Policy.

The cover shall begin on the day specified in the Schedule to this Policy but not before the international border is crossed to go abroad. However, the journey shall commence within 14 days from the day specified in the Schedule to this Policy. The period abroad shall be deemed to end when the Insured / Insured Person crosses the border into Indian Territory.

If any disease / illness / injury during the period abroad necessitates curative treatment beyond duration of this insurance, the Company's liability to pay benefits within the scope of this Policy shall extend for a further period of 30 days insofar as it can be proved that transportation home is not possible. Emergency Assistance Service Provider must be notified immediately as soon as it is known that Insured / Insured Person is unfit to return to India. If any new disease / illness / injury is contracted beyond duration of this Policy, treatment for the same will not be covered.

Further, in case of transportation home on the advice of Emergency Assistance Service Provider, appropriate continued treatment in India on the advice of Emergency Assistance Service Provider for the same disease / illness / injury will be covered for a maximum of 30 days beyond this Policy period provided the disease / illness/injury is contracted abroad within this Policy period.

Extension of the period of insurance is automatic for a period not exceeding 7 days and without extra charge, if necessitated by delay of public transport services beyond the control of the Insured / Insured Person.

If Emergency Assistance Service Provider recommends that continued treatment in an Indian hospital is appropriate, this Policy shall be extended to cover medical expenses incurred in India as specified in the Medical Expenses Cover in this Policy provided that expenses will only be paid at the usual and customary level for such services, and further provided that expenses will only be paid for treatment incurred within the 30 days period

immediately following the first manifestation of the disease / illness / injury during the trip.

SCOPE OF COVERAGE

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed, to compensate, indemnify, pay and / or reimburse in manner provided in this Policy, benefits to the Insured / Insured Person for loss or damage described hereunder upto the limit of Sum Insured as specified in the Schedule to the Policy.

BENEFIT 1- MEDICAL EXPENSES INCLUDING TRANSPORTATION AND EVACUATION

The Company shall pay or reimburse to the Insured / Insured Person expenses incurred for availing immediate emergency medical assistance required on account of any disease / illness / injury sustained or contracted whilst on a trip but not exceeding the Sum Insured as specified in the Schedule to this Policy.

The deductible in respect of this benefit will be applicable for each separate claim, and shall be of an amount as specified in the Schedule to this Policy.

What it covers

In the event, the Insured / Insured Person contracts any disease / illness or sustains any injury during the Policy period, the Company will pay or reimburse to the Insured / Insured Person expenses for the following:

1. Out-patient treatment, provided, the same is critical and cannot be deferred till the Insured/Insured Person's return to the Republic of India.
2. In-patient treatment in a local hospital at the place the Insured / Insured Person is staying at the time of occurrence of an insurable event or at the nearest Hospital.
3. Medical aid that is prescribed by a Physician as necessary part of the treatment for broken limbs or injuries (e.g. plaster casts, bandages and walking aids).
4. Radiotherapy, heat therapy or photo therapy and other such treatment prescribed by a Physician.
5. X-Ray, diagnostic tests and all reasonable costs towards diagnostic methods and treatment of all disease / illness / injury provided these pertain to the diagnosed disease / illness / injury due to which hospitalisation was deemed necessary.
6. Cost of transportation, including necessary medical care en-route, by recognized medical service providers for medical attention at the nearest Hospital or by the nearest Physician.
7. Cost of being transferred to a special clinic if this is medically necessary and prescribed by a Physician.
8. Life saving unforeseen emergency measures, provided to the Insured / Insured Person by the Physician for disease / illness / injury arising out of a pre-existing condition. The treatment for these emergency measures would be paid till the Insured / Insured Person becomes medically stable. All further medical cost to maintain medically stable state would have borne by the Insured / Insured Person.
9. Transportation
 - i) the extra costs of medically necessary and prescribed transportation from the foreign country to the Insured / Insured Person's permanent place of residence or the nearest Hospital in the event that it is not possible to guarantee adequate medical treatment within a reasonable distance of the Insured / Insured Person's current location and consequently his health would be in jeopardy;
 - ii) the additional extra costs for an accompanying person if it is medically necessary that the Insured / Insured Person be accompanied in this way; this might be a physician, nurse, relative, friend or colleague;
 - iii) in the event of death, the extra costs of transporting the mortal remains of the deceased Insured / Insured Person back home or the extra costs required for burial at the place of death abroad up to the limit as specified

in the Schedule to this Policy;

iv) If the Insured / Insured Person is required to be transported from a medical point of view, it shall be the decision of Emergency Assistance Service Provider whether the Insured / Insured Person is to be repatriated to India or not.

The extra costs under "Transportation" above are:

- in the event of transportation home, the additional costs arising for the return journey home as a consequence of the insured event;
- in the event of death, the costs which exceed those that would normally arise if the Insured / Insured Person had died in India.

Repatriation of Mortal Remains:

In the event of the death of the Insured / Insured Person due to an insurable event in terms of this Policy, the Company shall pay or reimburse the costs of transporting the mortal remains of the deceased Insured / Insured back to the Republic of India or, up to an equivalent amount, for a local burial or cremation in the country where the death occurred, subject to the maximum limit as specified in the Schedule to this Policy.

The deductible in respect of this benefit will be applicable for each separate claim, and shall be of an amount as specified in the Schedule to this Policy.

What it does not cover

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

1. Medical treatment abroad if that is the sole reason or one of the reasons for temporary stay abroad.
2. Any pre-existing condition.
3. Treatment which could reasonably be delayed until the Insured/Insured Person's return to the Republic of India. The question of what can or what cannot be reasonably delayed will be decided jointly by the treating Physician and the Emergency Assistance Service Provider.
4. Treatment of orthopaedic, degenerative, oncological diseases, unless the medical assistance provided abroad involves unforeseen emergency measures to save the Insured / Insured Person's life or measures solely designed to relieve acute pain.
5. Charges in excess of reasonable and customary charges incurred on account of an insurable event as per the determination by the Emergency Assistance Service Provider.
6. Expenses incurred in connection with cancer treatment, unless the medical assistance provided abroad involves unforeseen emergency measures to save the Insured / Insured Person's life.
7. Treatment relating to the removal of physical flaws or anomalies (cosmetic treatment or 'plastic' surgery in any form or manner).
8. Expenses incurred in connection with rest or recuperation at a spa or health resort, sanatorium, convalescence home or similar institution or related to the treatment of alcoholism or drug dependency.
9. Expenses related to mental or psychiatric disorders.
10. Pregnancy, childbirth and any consequences thereof unless the medical assistance provided abroad involves unforeseen emergency measures to save the Insured / Insured Person's or the child's life in the event of acute complications, provided that the Insured / Insured Person has not completed the age of 38 years and 30th week of the pregnancy is not yet completed.
11. Medical treatment of typical symptoms suffered during pregnancy and their consequences, including changes in other chronic conditions as a result of pregnancy.
12. Any medical check-ups during pregnancy or treatment of the pregnancy.
13. Rehabilitation and/or physiotherapy or the costs of prostheses / prosthetics (artificial limbs) etc.
14. Any exclusion mentioned in the 'General Exclusions' section of this Policy.

BENEFIT 2 - DENTAL TREATMENT

What it covers

The Company shall pay or reimburse to the Insured / Insured Person expenses incurred on acute anesthetic treatment of a natural tooth or teeth during a trip but not exceeding the Sum Insured as specified in the Schedule to this Policy. The deductible in respect of this benefit will be applicable for each separate claim, and shall be of an amount as specified in the Schedule to this Policy. However, dental care rendered necessary as a result of an accident shall be subject to the limit of cover and deductible as specified in the Schedule to this Policy.

What it does not cover

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

1. Medical treatment abroad if that is the sole reason or one of the reasons for temporary stay abroad.
2. Any pre-existing condition.
3. Treatment, which could reasonably be delayed until the Insured/ Insured Person's return to the Republic of India. The question of what can or what cannot be reasonably delayed will be decided jointly by the treating Dentist and the Emergency Assistance Service Provider.
4. Treatment of orthopaedic, degenerative or oncological diseases, unless the medical assistance provided abroad involves unforeseen emergency measures to save the Insured/Insured Person's life or measures solely designed to relieve acute pain.
5. Charges in excess of reasonable and customary charges as per the determination by the Emergency Assistance Service Provider.
6. Expenses incurred in connection with cancer treatment, unless the medical assistance provided abroad involves unforeseen emergency measures to save the Insured / Insured Person's life.
7. Treatment relating to the removal of physical flaws or anomalies (cosmetic treatment or 'plastic' surgery in any form or manner).
8. Expenses incurred in connection with rest or recuperation at a spa or health resort, sanatorium, convalescence home or similar institution or related to the treatment of alcoholism or drug dependency.
9. Any exclusion mentioned in the 'General Exclusions' section of this Policy.

BENEFIT 3 - LOSS OF PASSPORT

What it covers

In the event, the passport belonging to the Insured/ Insured Person is lost, the Company will reimburse the Insured/ Insured Person actual expenses necessarily and reasonably incurred in connection with obtaining a duplicate or fresh passport during a trip but not exceeding the Sum Insured as specified in the Schedule to this Policy.

The deductible in respect of this benefit will be applicable for each separate claim, and shall be of an amount as specified in the Schedule to this Policy.

What it does not cover

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

1. Loss of the passport due to delay or confiscation or detention by the customs, police or public authorities.
2. Loss of the passport due to theft unless it has been reported to the police within 24 hours of the Insured / Insured Person becoming aware of the theft and a written police report being obtained in that regard.
3. Loss of the passport due to it being left unattended or forgotten by the Insured / Insured Person in a public place or public transport, hotel or apartment.

4. Loss or theft of the passport from a private place or from a private vehicle, unless it was located in a locked hotel room, apartment or locked vehicle, and forcible and violent entry was used to gain access to it.
5. Any exclusion mentioned in the 'General Exclusions' section of this Policy.

4. In the event of loss of baggage whilst in the custody of an airline, a Property Irregularity Report (PIR) must be obtained from the airline immediately upon discovery of the loss which must be submitted to the Emergency Assistance Service Provider.
5. No partial loss or damage shall become payable. However, total loss or damage of individual unit(s) of baggage shall not be construed as falling within this Special Condition.

BENEFIT 4 - TOTAL LOSS OF CHECKED IN BAGGAGE

What it covers

The Company shall compensate the Insured / Insured Person for the total loss of checked-in baggage on a trip. The cover is limited to the travel destinations specified in the main travel ticket from the Republic of India and return trip back to India. All halts and via destinations included in this main travel ticket will be covered under this benefit. The compensation will be limited to the Sum Insured as specified in the Schedule to this Policy.

The deductible in respect of this benefit will be applicable for each separate claim, and shall be of an amount as specified in the Schedule to this Policy.

What it does not cover

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

1. Valuables and money, all kinds of securities and tickets/passes or any other item not declared to, and agreed to by, the Company.
2. Loss of property unless a Property Irregularity Report or other report usually issued by common carriers in the event of loss of checked in baggage has been procured and submitted to the Company.
3. Any partial loss of the items contained within the checked-in baggage.
4. Items contained within the checked-in baggage, which are valued in excess of US \$ 100 without appropriate proof of ownership.
5. Losses arising from any delay, detention, confiscation by customs officials or other public authorities.
6. Loss due to complete/partial damage of the checked-in baggage.
7. Any checked-in baggage loss in the Republic of India.
8. Any exclusion mentioned in the 'General Exclusions' section of this Policy.

Special Conditions

1. The Company will compensate the Insured / Insured Person for the market value of checked-in baggage in the event of total and complete loss of such checked-in baggage caused by a common carrier up to the limits as specified in the Schedule to this Policy provided that:
 - a. Maximum amount payable per checked-in baggage, in case more than one bag has been checked-in, is 50 % of the applicable Sum Insured. In case of only one bag being checked-in, the amount payable is 100% of the applicable Sum Insured.
 - b. Insured has provided all reports, documents and other details concerning the loss to the Emergency Assistance Service Provider.

For the purposes of this benefit, "market value" is the sum required to purchase new items of the same kind and quality less an amount representing wear and tear, usage, etc. at the time of loss.
2. In the event that the Company makes any payment under this benefit, it is a condition of such payment that any recovery from any common carrier by the Insured / Insured Person, or on behalf of the Insured / Insured Person, under the terms of the Convention for the Unification of Certain Rules Relating to International Carriage by Air, 1929 ("Warsaw Convention") shall become the property of the Company.
3. The amount payable in respect of any one article, pair or set is limited to the amount as specified in the Schedule.

BENEFIT 5 - PERSONAL ACCIDENT

What it covers

The Company shall compensate the Insured / Insured Person or their legal representatives as the case may be, for accidental bodily injury (whilst on a trip covered by this Policy) solely and directly caused by accidental, violent, external and visible means resulting in permanent disablement or death within 12(twelve) calendar months of occurrence of such injury.

The Sum Insured as specified in the Schedule to this Policy shall be the limit per person per Policy period payable only on the Insured / Insured Person's return to India and in Indian currency. The Sum Insured shall be the maximum liability of the Company under this benefit.

Subject to the above, the Company shall pay to the Insured / Insured Person the sum or sums as set forth in the Table of Benefits below:

Table of Benefit	Percentage of Sum Insured as per Schedule
1. Death	100%
2. Total and irrecoverable loss of	100%
i) Sight of both eyes or of the actual loss by physical separation of the two entire hands or two entire feet or one entire hand and one entire foot or of such loss of sight of one eye and such loss of one entire hand or one entire foot.	100%
ii) Use of two hands or of two feet or of one hand and one foot or of such loss of sight of one eye and such loss of use of one hand or one foot.	100%
3. Total and irrecoverable loss of	
i) The sight of one eye or the actual loss by physical separation of one entire hand or one entire foot.	50%
ii) Use of a hand or a foot without physical separation	50%
For the purpose of items 2 and 3 above, this shall mean separation at or above wrist and/or of the foot at or above ankle, respectively.	
4. Total and irrecoverable loss of various parts as given below:	
5. Loss or Inability to function of (with the respective % of CSI)	
a. An arm at the shoulder joint	70%
b. An arm to a point above the elbow joint	65%
c. An arm below the elbow joint	60%
d. A hand at the wrist	55%
e. A thumb	20%
f. An index finger	10%
g. Any other finger	5%
h. A leg above the center of the femur	70%
i. A leg up to a joint below the femur	65%
j. A leg to a point below the knee	50%
k. A leg up to the center of the tibia	45%

Table of Benefit	Percentage of Sum Insured as per Schedule
l. A foot at the ankle	40%
m. A big toe	5%
n. Some other toe	2%
o. An eye	50%
p. Hearing in one ear	30%
q. Sense of smell	10%
r. Sense of taste	5%
Any other permanent partial disablement - Percentage as assessed by a panel doctor	
5. Permanent total and absolute disablement disabling the Insured / Insured Person from engaging in any employment or occupation of any description whatsoever.	100%

- The disablement occurs within one year of the accident.
- The disablement must be confirmed and claimed for prior to the expiry of a period of 3 months since occurrence of the disablement.

Notwithstanding anything contained in this Policy, the Company shall not be liable for compensation under more than one of the clauses (1) to (5) in the Table of Benefits hereinabove, in the same period of disablement of the Insured / Insured Person. What it does not cover

The Company shall not be liable to make any payment under this benefit in respect of the following:

1. Accidents due to mental disorders or disturbances of consciousness, strokes, fits or convulsions which affect the entire body and pathological disturbances caused by the mental reaction to the same.
2. Damage to health caused by curative measures, radiation, infection, poisoning except where these arise from an accident.
3. Any payment under this benefit whereby the Company's liability would exceed the sum payable in the event of death.
4. Any other claim after a claim for death has been admitted by the Company and becomes payable.
5. Any claim which arises out of an accident connected with the operation of an aircraft or which occurs during parachuting except when the Insured / Insured Person is flying as a passenger on a multi engine, commercial aircraft.
6. Payment of compensation in respect of death, injury or disablement of the Insured / Insured Person (i) from intentional self injury, suicide or attempted suicide, (ii) whilst under the influence of intoxication, liquor or drugs, (iii) directly or indirectly, caused by venereal diseases, AIDS or insanity, (iv) whilst engaging in aviation or ballooning whilst mounting into, dismounting from or travelling in any aircraft or balloon other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world (v) arising or resulting from the Insured / Insured Person committing any breach of law with or without criminal intent.
7. Death or disablement resulting, directly or indirectly, caused by, contributed to or aggravated or prolonged by childbirth or pregnancy or in consequence thereof, venereal disease or infirmity.
8. Payment of compensation in respect of death, injury or disablement of the Insured / Insured Person due to or arising out of or directly or indirectly connected with or traceable to war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrests, restraints and detentions of all Kings, Princes and people of whatsoever nation, condition or quality.
9. Payment of compensation in respect of, death of, or bodily injury or any

disease or illness to the Insured / Insured Person directly or indirectly caused by or contributed to by or arising from -

- i) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel and for the purposes hereof, combustion shall include any self sustaining process of nuclear fission;
- ii) nuclear weapons material.

10. Any exclusion mentioned in the 'General Exclusions' section of this Policy.

Special Conditions

1. In the event of partial loss or impairment of the function of one of the above parts of the body or senses, the appropriate proportion of the percentage stated in the Table of Benefits will be considered for payment.
2. If the accident impairs a number of physical or mental functions, the degree of disablement given in the Table of Benefits will be added together, but the amount payable shall not exceed 100% of the Sum Insured specified in the Schedule to this Policy.
3. If the accident affects parts of the body or senses whose loss or inability to function is not dealt with above, the governing factor in determining the benefit amount in such a case will be the degree to which the normal physical or mental capabilities are impaired, solely from a medical point of view, as ascertained by Panel Doctor of the Emergency Assistance Service Provider.
4. If the accident affects any physical or mental function, which was already impaired beforehand, a deduction will be made equal in amount for this prior disablement.
5. If the Insured / Insured person dies for a reason unconnected with the accident within a year of the accident for whatever reason, and if a claim for disablement payment had arisen, then the payment will be made in accordance with the degree of disablement which would have been expected to exist from the findings of the last medical examination made.
6. In the event of permanent disablement, the Insured / Insured Person will be under obligation:
 - a. To have himself / herself examined by the Panel Doctors appointed by the Company / Emergency Assistance Service Provider and the Company will pay the costs involved thereof.
 - b. To authorize doctors providing treatment or giving expert opinion and any other authority to supply the Company any information that may be required on the condition of the Insured / Insured Person.

If the above obligations are not met with due to whatsoever reason, the Company shall be relieved of its liability to compensate under this benefit.

BENEFIT 6 - ACCIDENTAL DEATH & DISMEMBERMENT - COMMON CARRIER

What it covers

The Company will pay the Sum Insured as specified in the Schedule to this Policy if injury to the Insured/ Insured Person results in loss of life or permanent total disablement while riding as a passenger (but not as a pilot, operator or member of the crew) in or on, boarding or alighting from any common carrier provided that, this benefit shall not apply while the Insured / Insured Person is riding in or on, or boarding or alighting from, any civilian aircraft that does not hold a current and valid Airworthiness Certificate and / or is piloted by a person who does not hold a current and valid certificate of competency of a rating authorizing him to pilot such aircraft.

The term "Airworthiness certificate" used in this benefit shall mean the standard worthiness Certificate issued by the aviation agency or the governmental authority having jurisdiction over civil aviation in the country of its registry.

BENEFIT 7 - PERSONAL LIABILITY

What it covers

The Company will indemnify the Insured / Insured Person in the event the Insured/ Insured Person becomes legally liable to a third party under law for an incident which results in death, injury or damage to the health of such third party or damage to his/her properties, but not exceeding the Sum Insured as specified in the Schedule to this Policy and provided the incident occurs during the period of insurance and whilst on a trip.

What it does not cover

The Company shall not be liable to make any payment under this benefit in respect of the following:

1. Any claim arising from Insured / Insured Person's contractual liability or through promises made by the Insured / Insured Person.
2. Any claim of personal liability of the Insured/ Insured Person towards his / her family, relations and travelling companions, whether personal or official.
3. Any claim resulting from transmission of an illness or disease by the Insured/ Insured Person.
4. Any claim or damage resulting from professional activities involving the Insured/ Insured Person.
5. Any claim for liability arising, directly or indirectly, from or due to:
 - a. The possession of animals, birds, reptiles, insects, etc. and their byproducts like skin, hair, feathers, horns, fur, ivory, bones, eggs, etc.
 - b. The ownership or possession of vehicles, aircrafts, water crafts, or activities of the Insured / Insured Person involving parachuting, hand-gliding, hot air ballooning or use of firearms.
 - c. Any willful, malicious or unlawful act.
 - d. Insanity, the use of any alcohol / drugs (except as medically prescribed) or drug addiction.
 - e. Any supply of goods or services on the part of the Insured / Insured Person.
 - f. Any ownership or occupation of land or buildings other than the occupation of any temporary residence.
6. Any exclusion mentioned in the 'General Exclusions' section of this Policy.

Special Conditions

1. The Company shall be responsible for contesting unjustified claims against the Insured / Insured Person and providing indemnity for damages, which the Insured / Insured Person has to pay. For indemnity to be provided against damages, the damages must be payable under an acceptance of liability given or approved by the Company or under a judicial decision rendered by a Court of law.
2. If there is a legal action in process against the Insured / Insured Person over a personal liability issue, the Company may conduct the legal action, including appointment of legal counsel, at the Company's expense in the name of the Insured / Insured Person at the Company's sole discretion.
3. The Company will have the right, but in no case the obligation, to take over and conduct in the name of the Insured / Insured Person the defense of any claim and will have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the defense of any claim, the Company may relinquish the same.
4. In the event the Company, in its sole discretion, chooses to exercise its right in pursuance of this condition, no action taken by the Company in the exercise of such right will serve to modify or expand in any manner, what the Company's liability or obligations under this Policy would have otherwise been had it not exercised its rights under this Special Conditions.

BENEFIT 8 - COMPASSIONATE VISIT

What it covers

In the event the Insured / Insured Person is hospitalized for more than seven (7) consecutive days, and his / her medical condition forbids repatriation and no adult member of his / her immediate family is present, the Company after obtaining confirmation of need for a companion from the attending doctor and the Emergency Assistance Service Provider, will provide

- a) a round trip economy class air ticket, or first class railway ticket, to allow one immediate family member, during the entire period of insurance, to be at his /her bedside for the duration of stay in the Hospital;
- b) expenses towards stay of the immediate family member during such compassionate visit.

Provided However that the Company's liability for round trip ticket and the expenses relating to this benefit shall in no case exceed the Sum Insured as specified in the Schedule to this Policy.

What it does not cover

This benefit does not cover any other loss, directly or indirectly, in whole or in part, including loss caused by or resulting from any exclusion mentioned in the 'General Exclusions' section of this Policy.

BENEFIT 9 - BAIL BOND

What it covers

If the Insured is arrested or detained by the police/judicial authorities at the place which he has specified in the Proposal Form whilst abroad, and if the offence for which he is arrested or detained is bailable, then the amount upto the Sum Insured as specified in the Schedule to the Policy, will be provided to the appropriate authority/Court as the bail amount towards the arrest or detention, subject to the Special Conditions below.

The deductible in respect of this benefit will be applicable for each separate claim, and shall be of an amount as specified in the Schedule to this Policy.

What it does not cover

The Company shall not be liable to make any payment under this benefit in connection with or in respect of all non-bailable offences as per the local law of the country in which the incident has taken place whilst the Insured is on a trip abroad or on account of any exclusion mentioned in the 'General Exclusions' section of this Policy.

Special Conditions

The Company will pay or arrange to pay through Emergency Assistance Service Provider to the Judicial Authority / Court directly on behalf of the Insured, the bail amount. This benefit would be for bailable offences only. The Insured shall appear in the Court on the date specified by the Court for trial and judgment. If the bail bond is forfeited due to the misconduct or negligence or any wrongful act of the Insured or otherwise for breach of the terms of such bail bond, then the amount of the bail bond will require to be repaid by the Insured to the Company within 1 month after the bail bond is forfeited and if the Company so deems necessary (whether on expiry of such 1 month or otherwise), the Insured will be liable to repay the bail amount together with interest thereon at 10% p.a. from the date of payment by the Company to the Court until receipt thereof from the Insured, and all costs reasonably incurred by the Company in such behalf.

In case of death of the Insured, at the first instance, the immediate family member, and in case, where there is no immediate family member, the Sponsor, if any, will be liable to produce the death certificate or the necessary documents, as per the local law, in the Court within 1 month (of such death) for the release of the bail amount to Emergency Assistance Service Provider. In case they fail to do so, it is hereby agreed that the Company would have full right and authority to recover the bail amount from the estate of the Insured, or the parents/guardians of the Insured, and if applicable, the Sponsor.

The amount will be refunded to the Company or Emergency Assistance Service Provider by the Court with which it was deposited as soon as the Court releases the bail amount with which the deposit was made. In no case the amount will be paid out to the Insured.

The judgment shall have no bearing on the refund of the deposit to the Company or Emergency Assistance Service Provider. If the Court imposes any penalty or fine on the Insured at the time of interim order or final judgment, then in that case the Insured will not be at the liberty to get the fine deducted or adjusted from the bail amount which was deposited by the Company or Emergency Assistance Service Provider.

BENEFIT 10 - STUDY INTERRUPTION

What it covers

The Company shall pay the Insured, in the event of study interruption, compensation stated in the Schedule to the Policy subject to the Special Conditions below:

What it does not cover

This benefit does not cover any other loss, directly or indirectly, in whole or in part, including loss caused by or resulting from:

- 1 Routine physical check up and / or any expenses related thereto;
- 2 A trip, the purpose of which was to obtain medical care;
- 3 Cosmetic or plastic surgery except as a result of an accident;
- 4 Elective surgery;
- 5 Any mental and nervous disorders, rest, cures or stress of any kind;
- 6 Alcoholism or drug addiction, or use of any drug or narcotic agent;
- 7 Any treatment provided by a family member;
- 8 Specific named hazards, hand gliding, mountaineering, rock climbing, sky diving, professional or amateur racing and piloting an aircraft;
- 9 Accidents due to mental disorders or disturbances of consciousness, stroke, fits or convulsions which affect the entire body and pathological disturbances caused by the mental reaction to the same.
- 10 Damage to health caused by curative measures, radiation, infection, poisoning except where these arise from an accident.
- 11 Any other claim after a claim for death has been admitted by the Company and becomes payable.
- 12 Any claim which arises out of an accident connected with the operation of an aircraft or which occurs during parachuting except when the Insured is flying as a passenger on a multi engine, commercial aircraft.
- 13 Any claim due to pregnancy or childbirth, venereal disease or infirmity.
- 14 Any exclusion mentioned in the 'General Exclusions' section of this Policy.

Special Conditions

The study interruption has arisen on the following grounds:

- a. In the event of hospitalisation of the Insured for more than one consecutive month for either a disease, illness or injury or in the case of terminal sickness or in the case of a medical repatriation, or
- b. In case of death of any one immediate family member or the Sponsor during the policy period, which leads the Insured to discontinue his / her studies for the remaining part of the current semester for which Tuition has been paid, the Company shall reimburse the Insured, the Tuition fees which has already been advanced to the educational institution less possible/actual refunds, up to the amount stated in Schedule to this Policy.

In the event of a claim, the Insured shall make a request to the institution, in writing, seeking a written response from the institute towards any amount due to the Insured by way of refunds, both of which shall be required to be provided to the Company. Only the figures shown on an official invoice(s) from the institution for payment of said Tuition Fees in conjunction with the refund statement, if any, shall be used for

calculating any payment by the Company. It cannot exceed the Sum Insured as specified in the Schedule to this Policy.

BENEFIT 11 - SPONSOR PROTECTION

What it covers

In the event of injury to the Insured's Sponsor named in the Schedule to this Policy, who pays the Tuition Fees to the institution abroad on behalf of the Insured for his education abroad, resulting in death, the Company shall reimburse the Insured the Tuition Fees incurred for the remaining period of his education up to the Sum Insured as specified in the Schedule to this Policy, subject to the Special Conditions below.

What it does not cover

This benefit does not cover any other loss, directly or indirectly, in whole or in part, caused by or resulting from any exclusion mentioned in the 'General Exclusions' section of this Policy.

Special Conditions

The benefit would be payable by the Company upon submission of an official Death Certificate of the Sponsor and a statement from a physician (not to be a relative or spouse of the Insured or the Sponsor) stating cause of death, as proof of death, of the Sponsor.

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

In the event of a claim, only the figures shown on official invoice(s) from the educational institution and voucher(s) towards payment of the said Tuition fees, shall be used for calculating any payment by the Company.

GENERAL EXCLUSIONS (APPLICABLE TO ALL BENEFITS UNDER THE POLICY)

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

1. Any claim relating to events occurring before the commencement of the cover or otherwise outside of the period of insurance.
2. Any pre-existing condition unless it is life saving emergency condition.
3. Treatment abroad if that be the sole reason or one of the reasons for the Insured/Insured Person's temporary stay abroad.
4. Any claim if the Insured/Insured Person -
 - a. is travelling against the advice of a physician;
 - b. is receiving, or is on a waiting list to receive, specified medical treatment declared in the physician's report or certificate;
 - c. has received terminal prognosis for a medical condition;
 - d. is taking part in a naval, military or air force operation.
3. Deductibles as specified in the Schedule.
4. Any claim arising out of diseases, illnesses or accidents that the Insured/Insured Person has caused intentionally or by committing a crime or as a result of drunkenness or addiction (drugs, alcohol).
5. Any claim arising out of mental disorder, anxiety, stress, depression, venereal disease or any loss, directly or indirectly, attributable to HIV (Human Immuno Deficiency Virus) and/or any HIV related illness including AIDS (Acquired Immuno Deficiency Syndrome) and / or any mutant derivative or variations thereof howsoever caused.
6. Diseases, illness and accidents that are results of war and warfare occurrence or invasion, acts of foreign enemies, hostilities, civil war, rebellion, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, active participation in riots, confiscation or nationalisation or requisition of or destruction of or damage to property by or under the order of any government or local authority.
7. Any act of terrorism which means an act, including but not limited to the

use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

8. Any claim arising from damage to any property or any loss or expense whatsoever resulting or arising from or any consequential loss, directly or indirectly, caused by or contributed to or arising from:
 - a. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or
 - b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
9. Any claim arising out of sporting activities in so far as they involve participation in competitions of professional or semiprofessional sports persons, unless declared beforehand and necessary additional premium paid.

GENERAL CONDITIONS (APPLICABLE TO ALL BENEFITS UNDER THIS POLICY)

1. Minimum age of the Insured /Insured Person shall be 16 years and maximum age shall be 35 years.
2. Policy for Students can be issued upto a period of 730 days i.e two years subject to the actual study period (inclusive of any extension)
3. The Policy start date shall be on or before the trip start date.
4. Extension of the Policy during the duration of the trip can be done only once at the sole discretion of the Company. The Insured / Insured Person shall submit a declaration letter clearly mentioning the claims filed during the original Policy duration and also that he / she is unaware of any existing health condition which could result in a claim during the extension period. In case a claim has been filed in the original Policy duration, then the Policy may be extended only if the claim filed relates to the following benefits,
 - a. Dental treatment
 - b. Loss of passport
 - c. Total loss of checked baggageThe extension of any Policy is at the sole discretion of the Company, and the Company is not liable to offer any reason to the Insured / Insured Person if the Policy is not extended.
6. A Policy may not be extended if a claim is already filed by the Insured / Insured Person. If the Insured /Insured Person does not declare the claims filed or the claims that are to be filed under the original Policy, then any extension of the Policy if granted shall be deemed to be invalid. No refund of premium will be given in case of extensions so invalidated. The Company will also not be liable to pay any claim filed under the extended Policy.
7. Termination of the Policy at a date earlier than the end date can be done only if the Insured / Insured Person returns back to the Republic of India earlier than the end date of the Policy. Refund of premium for the days between the arrival date and the end date of the Policy will only be given if the same are minimum 10 days. A cancellation charge will be deducted from the refund premium. Premium refunded will be equal to the amount of premium to be paid for the original Policy duration minus the premium to be paid by taking the arrival date as the new end date. No refunds will be given on Policies with claims.
8. The premium payable for the extension of the Policy during the trip duration shall be the premium payable for the overall trip duration (including the extension) less the initial premium already paid.
9. The Insured / Insured shall take all reasonable precautions to prevent disease, illness and injury in order to minimize claims. Failure to do so will prejudice the Insured/Insured Person's claim under this Policy.
10. The Insured / Insured Person shall provide the Company with the details of the trip and other information as may be required by the Company from time to time.

11. Deductible will be charged for each separate incident reported for claims payment, even though the claim may be registered under the same benefit more than once.

12. Claim Procedure - What is to be done in case of a claim?

a. The Insured / Insured Person shall immediately contact the Help Line of Emergency Assistance Service Provider stating necessary details. The details of phone numbers and Help Line are given in the Schedule attached to this Policy.

b. The Insured / Insured Person needs to contact the Help Line number while abroad as soon as possible and inform in case the Insured / Insured Person is/will be filing any claim, even if assistance is not required. The Company will not be liable to pay any claim that has not been informed by the Insured / Insured Person while abroad to the Help Line.

c. The Help Line of the Emergency Assistance Service Provider will verify the identity of the caller by asking appropriate information.

d. In the event of a disease / illness / injury where it is not possible contact the Help Line before consulting a Physician or going to the Hospital, the Insured / Insured Person shall contact the Help Line as soon as possible. In either case, when being admitted as a patient, the Insured / Insured Person shall show the concerned Physician or personnel this Policy.

e. In case of Medical Expenses, Dental Treatment and Repatriation of Mortal Remains the Company's liability will only attach if these are incurred with the approval of Emergency Assistance Service Provider .

13. Claims Settlement - How to get the claim paid?

a. If the procedure stated above is complied with, Emergency Assistance Service Provider, as the case may be, will guarantee to the Hospital / other providers the costs of hospitalisation, transportation for emergency services and transportation home of the Insured / Insured Person including accompanying person, if any, to the Insured / Insured Person. All costs will be directly settled by Emergency Assistance Service Provider on the Company's behalf and the same shall constitute due discharge of the Company's obligations hereunder.

b. If the Hospital / other providers do not accept the guarantee of payment from Emergency Assistance Service Provider, the Company cannot be held liable for the same. The cost will then have to be borne by the Insured / Insured Person and the same will then be reimbursed by the Emergency Assistance Service Provider / the Company on submission of required documents.

c. Reimbursement of all claims will be made by the Emergency Assistance Service Provider / the Company in Indian Rupees on the Insured / Insured Person's return back to the Republic of India, at the exchange rate specified by the Reserve Bank of India, as applicable on the date the amount is billed.

d. Insured / Insured Person with an immigrant visa, going abroad permanently and having declared an immigrant status on the Policy will be reimbursed claims abroad.

14. Claim Documentation - What documents I need to submit?

a. The original ticket / boarding pass or a copy of the passport indicating the travel dates must be submitted with every claim, along with the completed claim form.

b. Original bills / vouchers / reports and discharge summary must be submitted along with all claims.

c. Bills / vouchers / reports / discharge summary must mention the name of the person treated, the type of illness, details of the individual items of medical treatment provided and the dates of treatment. Prescriptions must clearly show the medicines prescribed. The pharmacy bills must clearly show the price and bear the receipt stamp of the pharmacy. In the case of dental treatment, the bills / vouchers / reports must give the details of the tooth treated and the treatment performed. Treatment taken on different dates for separate ailments will be treated as separate claims. The claim forms should clearly indicate the same and supporting documents should be provided for each one. Deductible will apply to each claim separately.

d. For reimbursement of the costs of transporting the mortal remains of the Insured / Insured Person to the Republic of India or of costs of burial abroad, an official death certificate and a physician's statement giving the cause of death needs to be submitted. Medical statements from spouses / relatives will not be accepted. Original bills / receipts of expenses incurred need to be submitted also. These would be paid as per the usual and customary charges incurred for the same.

e. For reimbursement of extra expenses of transportation of Insured / Insured Person to the Republic of India, a medical statement from a registered Physician indicating the cause of illness and the necessity of transportation needs to be submitted. Medical statements from spouses / relatives will not be accepted. Original bills / receipts of the expenses incurred need to be submitted also. These would be paid as per the usual and customary charges incurred for the same.

f. For loss of passport, a Police Report obtained within 24 hours of the Insured / Insured Person becoming aware of the theft needs to be submitted. Along with this, original bills / receipts of expenses incurred for new / fresh passport needs to be submitted

g. In case of total loss of checked-in baggage, a Property Irregularity Report or other report usually issued by the common carriers in the event of loss of checked-in baggage will need to be submitted with the claim form. A letter from the airline will also need to be submitted stating the compensation, if any received from them for the lost baggage.

h. Adequate proof of ownership of items contained within checked-in baggage valued in excess of the Indian Rupee equivalent of US \$ 100 for loss of checked-in baggage will need to be submitted.

i. For personal accident, original bills / vouchers / reports / discharge summary are to be submitted, mentioning the name of the person treated, the cause of accident, details of the individual items of medical treatment provided and the dates of treatment. In case of death a Post mortem report, shall also be submitted.

j. For personal liability, proof of judicial decision rendered by a Court needs to be submitted

k. Any other document(s) that the Company may require from the Insured / Insured Person to process a claim may be asked for. If the Emergency Assistance Service Provider or the Company request that bills/vouchers in a foreign language be accompanied by an appropriate translation then the costs of such translation must be borne by the Insured / Insured Person.

15. Obligations of the Insured / Insured Person:

a. Claims for benefits must be submitted to the Emergency Assistance Service Provider not later than one (1) month after the completion of the treatment or transportation home, or in the event of death, after transportation of the mortal remains/burial.

b. Insured / Insured Person shall provide to the Emergency Assistance Service Provider on demand any information that is required to determine the occurrence of the insurable event or the Company's liability to pay the benefits. In particular, upon request, proof shall be furnished of the actual commencement date of the trip.

c. If requested to do so by the Emergency Assistance Service Provider, the Insured / Insured Person is obliged to undergo a medical examination by a physician designated by the Emergency Assistance Service Provider.

d. Emergency Assistance Service Provider is authorized by the Insured / Insured Person to take all measures that are suitable for loss prevention and claim minimization which includes the Insured / Insured Person's transportation back to the Republic of India.

e. The Company shall be released from any obligation to pay benefits under this Policy, if any, of the aforementioned obligations are breached by the Insured / Insured Person.

16. Transfer and Set-off of Claims:

a. If the Insured / Insured Person has any outstanding claims against third parties, such claims shall be transferred in writing to the Company up to the amount for which the reimbursement of costs is made by the Company in accordance with the terms hereunder.

b. In so far as an Insured / Insured Person receives compensation for costs he / she has incurred either from third parties liable for damages or as a result of other legal circumstances, the Company shall be entitled to set off this compensation against the insurance benefits payable, if any.

c. Claims to the insurance benefits may be neither pledged nor transferred by the Insured / Insured Person.

17. No sum payable under this Policy shall carry any interest /penalty.

18. The cover applies to all countries stated in the Schedule to this Policy except the Republic of India where the Insured / Insured Person has a permanent place of residence, except as otherwise provided.

19. In the event of the Insured/Insured Person's death, the Company shall have the right to demand the submission of a post mortem / autopsy report.

**STANDARD TERMS AND CONDITIONS
(APPLICABLE TO THIS POLICY)**

1. Duty of Disclosure

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

2. Observance of terms and conditions

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

3. Reasonable Care

The Insured / Insured Person shall take all reasonable steps to safeguard the interests of the Insured / Insured Person against accidental loss or damage that may give rise to a claim.

4. Material change

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

5. Records to be maintained

The Insured / Insured Person shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured / Insured Person shall within one month after the expiry of the Policy furnish such information as the Company may require.

6. No constructive Notice

Any knowledge or information of any circumstance or condition in connection with the Insured/Insured Person in possession of any official of the Company shall not be notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.

7. Notice of charge

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

8. Special Provisions

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

9. Electronic Transactions

The Insured / Insured Person agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of this Policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time. The Insured / Insured Person agrees that the Company may exchange, share or part with any information to or with other group companies or any other person in connection with the Policy, as may be determined by the Company and shall not hold the Company liable for such use / application.

10. Duties of the Insured / Insured Person on occurrence of loss

On the occurrence of any loss, within the scope of this Policy the Insured / Insured Person shall:

- a) Forthwith file / submit a Claim Form in accordance with 'Claim Procedure'.
- b) Assist and not hinder or prevent the Company or any of its agents in pursuance of their duties.

If the Insured / Insured Person does not comply with this provision of this Clause, all benefits under this Policy shall be forfeited, at the option of the Company.

11. Right to inspect

If required by the Company, an agent/representative of the Company including a loss assessor or a Surveyor appointed in that behalf shall in case of any loss or any circumstances that have given rise to the claim to the Insured / Insured Person be permitted at all reasonable times to examine into the circumstances of such loss. The Insured / Insured Person shall on being required so to do by the Company produce all books of accounts, receipts, documents relating to or containing entries relating to the loss or such circumstance in his possession and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such claims or will in any way assist the Company to ascertain in the correctness thereof or the liability of the Company under this Policy.

12. Position after a claim

The Insured / Insured Person shall not be entitled to abandon any insured property whether the Company has taken possession of the same or not. As from the day of receipt of the claim amount by the Insured / Insured Person, the Sum Insured for the remainder of the period of insurance shall stand reduced by the amount of the compensation.

13. Subrogation

In the event of payment under this Policy, the Company shall be subrogated to all the Insured / Insured Person's rights or recovery thereof against any person or organisation, and the Insured / Insured Person shall execute and deliver instruments and papers necessary to secure such rights. The Insured/Insured Person and any claimant under this Policy shall at the expense of the Company do and concur in doing and permit to be done, all such acts and things as may be necessary or required by the Company, before or after Insured / Insured Person's indemnification, in enforcing or endorsing any rights or remedies, or of obtaining relief or indemnity, to which the Company shall be or would become entitled or subrogated.

14. Contribution

If at the time of the happening of any loss or damage covered by this Policy, there shall be existing any other insurance of any nature whatsoever covering the same, whether effected by the Insured / Insured Person or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

15. Fraudulent claims

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

16. Cancellation / termination

The Company may at any time, cancel this Policy, by giving 7 days notice in writing by Registered Post Acknowledgment Due to the Insured / Insured Person at his last known address in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation. The Insured / Insured Person may also give 7 days notice in writing, to the Company, for the cancellation of this Policy, in which case the Company shall from the date of receipt of notice cancel the Policy and retain the premium for the period this Policy has been in force at the Company's short period scales.

17. Cause of Action

No claim shall be payable under this Policy where the cause of action arises in India, unless otherwise specifically provided in the Schedule to this Policy.

18. Policy Disputes

The parties to this Policy expressly agree that the laws of the Republic of India shall govern the validity, construction, interpretation and effect of this Policy.

19. Arbitration clause

If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties thereto or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute / difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

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

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

20. Notices

Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, or facsimile to -

In case of the Insured / Insured Person, at the address specified in the Schedule to this Policy.

In case of the Company, to the Policy issuing office of the Company.

21. Customer Service

If at any time the Insured / Insured Person requires any clarification or assistance, the Insured / Insured Person may contact either the Help

Line of the Emergency Assistance Service Provider or the Policy issuing office of the Company at its address during normal office hours.

22. Grievances

In case the Insured / Insured Person is aggrieved in any way, the Insured / Insured Person may contact the Company at the specified addresses, during normal business hours.

