# **Policy Terms and Conditions**

#### 1. Definitions

For the purposes of interpretation and understanding of the product the Company has defined, herein below some of the important words used in the product and for the remaining language and the words the Company believes to mean the normal meaning of the English language as explained in the standard language dictionaries. The words and expressions defined in the Insurance Act, IRDA Act, Regulations notified by the Authority and Circulars and Guidelines issued by the Authority shall carry the meanings explained therein. The judicial pronouncements of the highest courts in India will have the effect on the definitions and the language used in this product. The terms and conditions, coverage's and exclusions, benefits, various procedures and concepts which have been built in to the product also carry the specified meaning assigned to them in the said language.

The terms defined below have the meanings ascribed to them wherever they appear in this Policy and, where appropriate, references to the singular include references to the plural; references to the male include the female and vice versa. References to any statutory enactment include subsequent changes to the same.

- 1.1 Accident/Accidental means a sudden, unforeseen and involuntary event caused by external, visible and violent means.
- 1.2 Acute Condition means a disease, Illness or Injury that is likely to respond quickly to treatment which aims to return the Insured Person to his or her state of health immediately before suffering the disease/Illness/Injury which leads to full recovery.
- **1.3 Age** means the completed age (in years) of the Insured Person as on his last birthday.
- 1.4 Ambulance means a road vehicle operated by a licensed/authorized service provider and equipped for the transport and paramedical treatment of the person requiring medical attention.
- 1.5 Annual Multi Trip Policy means a Policy under which here can be more than one Period of Insurance during the Policy Period, subject to the maximum trip duration, per trip, as specified on the Policy Certificate.
- 1.6 Any One Illness means a continuous Period of Illness and it includes relapse within 45 days from the date of last consultation with the Hospital/nursing home where the treatment may have been taken.
- 1.7 Assistance Service Provider means the service provider specified in the Policy Certificate appointed by the Company from time to time.
- 1.8 Cashless Facility means a facility extended by the Company to the Insured Person where the payments, of the costs of treatment undergone by the Insured Person in accordance with the Policy terms and conditions, are directly made to the Network Provider by the Company to the extent pre-authorization approved.
- 1.9 Checked-in Baggage means the baggage offered by the Insured Person and accepted for custody by a Common Carrier for international transportation in the same

Common Carrier in which the Insured Person is travelling and for which the Common Carrier has provided a baggage receipt, and the contents of the baggage checked -in by the Insured Person so long as such contents do not violate any policy or rule restricting the nature of items that may be carried on board. This shall exclude all the items that are carried/transported under a contract of affreightment.

- 1.10 Claim means a demand made in accordance with the terms and conditions of the Policy for payment of Benefits in respect of the Insured Person.
- 1.11 Company means Religare Health Insurance Company Limited.
- 1.12 Common Carrier means any civilian land or water conveyance or scheduled aircraft operated under a valid license for the transportation of fare paying passengers under a valid ticket.
- 1.13 Condition Precedent shall mean a Policy term or condition upon which the Company's liability under the Policy is conditional upon.
- 1.14 Congenital Anomaly refers to a condition(s) which is present since birth, and which is abnormal with reference to form, structure or position.
  - Internal Congenital Anomaly means Congenital Anomaly which is not in the visible and accessible parts of the body.
  - External Congenital Anomaly means Congenital Anomaly which is in the visible and accessible parts of the body.
- 1.15 Contribution is essentially the right of the Company to call upon other insurers liable to the same Insured to share the cost of an indemnity claim on a ratable proportion of Sum Insured.
- 1.16 Country of Residence means the country in which the Insured Person is currently residing and as specified in the Policy Certificate.
- 1.17 Deductible is a cost-sharing requirement under this Policy that provides that the Company will not be liable for a specified rupee amount in case of indemnity policies, which will apply before any benefits are payable by the Company. A Deductible does not reduce the Sum Insured.
- 1.18 Dental Treatment is carried out by a dental practitioner including examinations, fillings (where appropriate), crowns, extractions and surgery including any form of cosmetic surgery/implants.
- **1.19 Dependent Child** means a child (natural or legally adopted), who is:
- (a) Financially dependent on the Policyholder;
- (b) Does not have his independent sources of income; and
- (c) Has not attained Age 25 years.
- 1.20 Disclosure to Information Norm means this Policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis description or non-disclosure of any material fact.

- 1.21 Emergency means a medical condition arising out of any Illness or Injury contracted by the Insured Person and declared and certified by the Medical Practitioner, attending to the Insured Person, that I immediate treatment is required to save the life of the Insured Person.
- 1.22 Emergency Care means management for a severe Illness or Injury which results in symptoms which occur suddenly and unexpectedly, and requires immediate care by a Medical Practitioner to prevent death or serious long term impairment of the Insured Person's health.
- 1.23 Geographical Scope means the countries or geographical boundaries in which the coverage under the Policy is valid as specified in the Policy Certificate.
- Hazardous Activities means any sport or activity, which is potentially dangerous to the Insured Person whether he is trained or not. Such sport/activity includes stunt activities of any kind, adventure racing, base jumping, biathlon, big game hunting, black water rafting, BMX stunt/obstacle riding, bobsleighing/using skeletons, bouldering, boxing, canyoning, caving/ pot holing, cave tubing, rock climbing/trekking/mountaineering, cycle racing, cyclo cross, drag racing, endurance testing, hand gliding, harness racing, hell skiing, high diving (above 5 meters), hunting, ice hockey, ice speedway, jousting, judo, karate, kendo, lugging, risky manual labor, marathon running, martial arts, micro – lighting, modern pentathlon, motor cycle racing, motor rallying, parachuting, paragliding/parapenting, piloting aircraft, polo, power lifting, power boat racing, quad biking, river boarding, scuba diving, river bugging, rodeo, roller hockey, rugby, ski acrobatics, ski doo, ski jumping, ski racing, sky diving, small bore target shooting, speed trials/time trials, triathlon, water ski jumping, weight lifting or wrestling of any type.
- 1.25 Hospital means any institution established for in-patient care and treatment of Injury or Illness and which has been registered as a Hospital or a clinic as per law rules and/or regulations applicable for the country where the contingency arises.

The term Hospital shall not include a place of rest, a place for the aged, a place for drug-addicts or a place for alcoholics or a hotel, health spa or massage center or the

- 1.26 Hospitalization means admission in a Hospital for a minimum period of 24 In-patient Care consecutive hours except for specified procedures/treatments, where such admission could be for a period of less than 24consecutive hours
- 1.27 Identity Proof means valid Passport, Driving license, PAN card, Voter Identity card or any other government recognized identification document.
- 1.28 Illness means a sickness or a disease or a pathological condition leading to the impairment of normal physiological function which manifests itself during the Period of Insurance and requires medical treatment.
- 1.29 Immediate Family Member means an Insured Person's lawful spouse, children and parents only.
- 1.30 Injury means accidental physical bodily harm excluding Illness or disease solely and directly caused by external, violent and visible means which is verified and certified

- by a Medical Practitioner.
- 1.31 In-patient Care means treatment for which the Insured Person has to stay in a Hospital for more than 24 hours for a covered event.
- 1.32 Insured Person (Insured) means a person whose name specifically appears under Insured in the Policy Certificate and with respect to whom the premium has been received by the Company.
- 1.33 Intensive Care Unit (ICU) means an identified section, ward or wing of a Hospital which is under the constant supervision of a dedicated Medical Practitioner, and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards.
- 1.34 Life Threatening Medical Condition means a medical condition suffered by the Insured Person which has the following characteristics:
- Markedly unstable vital parameters (blood pressure, pulse, temperature and respiratory rate); or
- (b) Acute impairment of one or more vital organ systems (involving brain, heart, lungs, liver, kidneys and pancreas); or
- (c) Critical care being provided, which involves high complexity decision making to assess, manipulate and support vital system functions to treat single or multiple vital organ failures and requires interpretation of multiple physiological parameters and application of advanced technology; or
- (d) Critical care being provided in critical care area such as coronary care unit, intensive care unit, respiratory care unit, or the emergency department; and certified by the attending Medical Practitioner as a Life Threatening Medical Condition.
- 1.35 Medical Advice means any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription.
- 1.36 Medical Expenses means those expenses that an Insured Person has necessarily and actually been incurred for medical treatment on account of Illness or Accident on the advice of the Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other Hospitals or doctors in the same locality would have charged for the same medical treatment.
- 1.37 Medical Practitioner means a person who holds a valid registration from the competent authority as per law rules and/or regulations applicable for the country where the contingency arises and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his license.
- 1.38 Medically Necessary means any treatment, tests, medication, or stay in Hospital or part of a stay in Hospital which
  - i) Is required for the medical management of the Illness or Injury suffered by the Insured Person;
  - ii) Must not exceed the level of care necessary to

- provide safe, adequate and appropriate medical care in scope, duration, or intensity;
- iii) Must have been prescribed by a Medical Practitioner:
- iv) Must conform to the professional standards widely accepted in international medical practice or by the medical community in India.
- 1.39 Network Provider means the Hospitals or health care providers enlisted by the Company or by its Assistant Service Provider and the Company together to provide medical services to the Insured on payment by a Cashless Facility.
- 1.40 Nominee means the person named in the Policy Certificate who is nominated to receive the benefits under this Policy in accordance with the terms of the Policy, if the Policyholder is deceased.
- 1.41 Notification of Claim (Intimation) is the process of notifying a Claim to the Company or Assistant Service Provider by specifying the time lines as well as the address/telephone number to which it should be notified.
- 1.42 OPD Treatment is one in which the Insured visits a clinic/hospital or associated facility like a consultation room for diagnosis and treatment based on the advice of a Medical Practitioner. The Insured is not admitted as a day care or in-patient.
- 1.43 Period of Insurance means a period within the Policy Period which commences when the Insured Person first boards the Common Carrier by which it is intended that he shall finally leave the Country of Residence and expires automatically on the earliest of:
- the actual date on which the Insured returns to the Country of Residence; or
- (b) Policy Period End Date; or
- (c) the expiry of the "Total no. of Travel days" specified in the Policy Certificate from the commencement of the Period of Insurance if the Policy is a Single Trip Policy or the expiry of the "Maximum Trip Duration" specified in the Policy Certificate from the commencement of the Period of Insurance if the Policy is an Annual Multi Trip Policy.
  - The Policy Certificate shall specify whether the Policy is a Single Trip Policy or an Annual Multi Trip Policy
- 1.44 Place of Destination means the destination place where the journey of the Insured Person, forming part of the Trip, is scheduled to be concluded through a Common Carrier.
- 1.45 Place of Origin means the starting point/place from where the Insured Person's Trip is scheduled to be undertaken through a Common Carrier by which he finally leaves the Country of Residence.
- 1.46 Place of Residence means the dwelling place that the Insured Person is normally and presently resident in as specified as the correspondence address of the Policyholder in the Policy Certificate.
  - If the Policy Period is more than 12 months, the Sum Insured shall apply on Policy Year basis.
- 1.47 Policy means these Policy Terms & Conditions, the

- Proposal Form, Policy Certificate and Annexures which form part of the policy contract and shall be read together.
- 1.48 Policy Certificate means the certificate attached to and forming part of this Policy.
- 1.49 Policyholder means the person named in the Policy Certificate as the Policyholder.
- 1.50 Policy Period means the period commencing from the Policy Period Start Date and ending on the Policy Period End Date as specified in the Policy Certificate.
- **1.51 Policy Period End Date** means the date on which the Policy expires, as specified in the Policy Certificate.
- 1.52 Policy Period Start Date means the date on which the Policy commences, as specified in the Policy Certificate.
- 1.53 Pre-existing Disease means any condition, ailment or Injury or related condition(s) for which the Insured Person had signs or symptoms, and/or were diagnosed, and/or received Medical Advice/treatment within 48 months to prior to the first policy issued by the Company.
- 1.54 Reasonable and Customary Charges means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services, taking into account the nature of the Illness/Injury involved.
- 1.55 Re-pricing means the difference between
- (a) The amount that would be payable to the Network Provider, including amounts payable by the Company under this Policy, if no reduction was taken; and
- (b) The negotiated rate which the Company is able to receive after using the services of a Network Provider or any other entity.
- 1.56 Re-pricing Fees means the service fee paid to the Network Provider or any other entity for the Re-pricing carried out on behalf of the Company.
- 1.57 Room Rent means the amount charged by a Hospital for the occupancy of a bed on per day (24 hours) basis and shall include associated Medical Expenses.
- 1.58 Single Trip Policy means a Policy under which there cannot be more than one Period of Insurance during the Policy Period.
- 1.59 Sum Insured means the amount specified against each Insured Person in the Policy Certificate which represents the Company's maximum, total and cumulative liability for that Insured Person for any and all Claims incurred in respect of that Insured Person during the Policy Period.
- 1.60 Surgery/Surgical Procedure means manual and/or operative procedure required for treatment of an Illness or Injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a Hospital by a Medical Practitioner.
- 1.61 Terrorism/Terrorist Incident means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, with the stated or

unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Terrorism shall also include any act, which is verified or recognized by the relevant Government as an act of terrorism.

1.62 Unproven/Experimental Treatment means treatment including drug experimental therapy which is not based on established medical practice in India, is treatment experimental or unproven.

#### 2. Benefits

### General Conditions applicable to all Benefits:

- (a) Any Benefit shall be available only if the same is specifically mentioned in the Policy Certificate.
- (b) Admissibility of a Claim under Benefit 1 is a pre-condition to the admission of a Claim under Benefit 2, Benefit 3, Benefit 4, Benefit 5, Benefit 9 and Benefit 11 (Clause 2.11.2) and the event giving rise to the Claim under the Benefit 1 shall be within the Period of Insurance for the Claim for such Benefit to be accepted.
- (c) The maximum liability of the Company for an Insured Person for any and all Claims incurring under this Policy during the Policy Period for an insured event or occurrence that occurs during the Period of Insurance in relation to that Insured Person shall not exceed the Sum Insured specifically mentioned against each & every Benefit individually in the Policy Certificate for that Insured Person. All Claims shall be payable subject to the terms, conditions and exclusions of the Policy and subject to availability of the Sum Insured.
- (d) The currency of the Sum Insured shall correspond to the currency mentioned for all the Benefits.

### 2.1 Benefit 1: Hospitalization Expenses

#### 2.1.1. In-patient Care

- A. If the Insured Person is hospitalized for Emergency Care of any Illness or Injury during the Period of Insurance, then the Company will indemnify up to the amount specified against this Benefit in the Policy Certificate the Medical Expenses incurred on Hospitalization provided that:
  - The Hospitalization is on the written advice of a Medical Practitioner; and
  - (ii) The treatment for the Illness or Injury commences during the Period of Insurance and immediately after the diagnosis of the Illness or occurrence of the Injury; and
  - (iii) The amount assessed by the Company on each admitted Claim for the Insured Person under this Benefit shall be reduced by the Deductible. The Company shall be liable to make payment under the Policy for any Claim in respect of the Insured Person only when the Deductible on that Claim is exhausted.
- B. If a Claim is admitted under Clause 2.1.1, then the Company will automatically extend the Period of Insurance without payment of any extra premium for up to 7 days from the expiry of the Period of Insurance.

However, in case the Insured Person returns to the Country of Residence prior to expiry of such extension, the Period of Insurance shall cease to exist from such day.

Such extension shall be provided only if there is a delay or cancellation of the departure of the Common Carrier in which the Insured Person was booked to return to the Country of Residence and such delay was beyond the control of the Insured Person and no alternative transportation was available to the Insured Person to return.

- C. If a Claim is admitted under Clause 2.1.1, then the Company may, in its sole discretion, indemnify the Medical Expenses incurred on Hospitalization of the Insured Person in the Country of Residence for a maximum period of 30 days from the expiry of the Period of Insurance, provided that:
  - The Hospitalization is required for the same Illness or Injury for which the Claim under Clause 2.1.1 was admitted:
  - (ii) The Company shall not be liable to make any payment under this Benefit after the Policy Period End Date:
  - (iii) The Company's pre-authorization for Hospitalization in the Country of Residence as specified under this Clause has been obtained.
- D. If a Claim is admitted under Clause 2.1.1(C), then the Company will indemnify the costs of economy airfare for the Insured Person and one accompanying attendant to return to the Country of Residence from the place of occurrence of the Illness or Injury provided that:
  - The Company shall pay only up to the most economical airfare available on the date of the journey; and
  - (ii) The Company shall indemnify the costs of the attendant's airfare only if it is Medically Necessary and prescribed by the treating Medical Practitioner for an attendant to accompany the Insured Person;
- E. In case any Claim has been made under Clause 2.1.1(D), then no Claim shall be made under Benefit 5.
- F. If the Claim is made for an Emergency medical treatment rendered in case of a Life Threatening Medical Condition, during the Period of Insurance for any sudden, unexpected, unforeseen development attributable to any Pre-existing Disease, the claim amount shall be 10% of the Sum Insured or the actual hospitalization expenses whichever is less, the deductibles being applied on the claim amount, provided that:
  - The approval of the Company or the Assistance Service Provider is obtained within 24 hours of commencement of Hospitalization; and
  - (ii) Any Claim under this Clause shall be admissible only till the Insured Person becomes medically stable or is relieved from Acute pain; and
  - (iii) All further Medical Expenses including but not limited to those expenses related to maintaining the medically stable state or to prevent the onset of Acute pain or any further treatment would not be

covered by the Company.

- G. In case any Claim is made for Emergency Care of any Injury due to an Accident during the Period of Insurance, the Company shall automatically provide an additional Sum Insured equal to the original Sum Insured for In -patient Care for that Insured Person who is hospitalized, provided that:
  - The additional Sum Insured shall be utilized only after the original Sum Insured has been completely exhausted;
  - (ii) The total amount payable under such Claim shall not exceed the sum of the Sum Insured and additional Sum Insured:
  - (iii) The additional Sum Insured shall be available only for such Insured Person for whom Claim for Hospitalization following the Accident has been accepted under the Policy.
  - (iv) The additional Sum Insured shall be applied only once during the Policy Period.

# H. Conditions For In-Patient Care (Applicable only if opted by the Policyholder and specifically mentioned in the Policy Certificate)

(a) The Company's maximum liability under this Benefit for In-patient Care under an admissible Claim in respect of any Insured Person of Age 61 years or above (as on date of Policy Period Start Date) shall be limited in accordance with the table below:

Medical Expense	Sub-limit
Room Rent including boarding lodging	1.5% of the Sum Insured subject to a and maximum of US \$ 2,000 per day/€ 1,500 per day
ICU Charges	2% of the Sum Insured subject to a maximum of US \$ 3,000 per day/€ 2,250 per day
Operation Theatre charges (incl. Surgeon Charges)	10% of the Sum Insured subject to a maximum of US \$ 20,000 per Claim/€ 15,000 per Claim
Anesthesia	25% of the surgery cost payable
Ambulance Services	US \$ 500 per Claim/€ 375 per Claim
Diagnostics and Radiology Services	US \$ 1,000 per Claim/€ 750 per Claim
Medical Practitioners visit fees	US \$ 100 per visit/€ 75 per visit subject to maximum of 10 visits per Claim
Miscellaneous Expenses	US \$ 1,000 per Claim/€ 750 per Claim

- (b) For the purpose of application of the above limits:
  - Surgery includes operation theatre charges, surgeon fees, implant charges and all other associated charges.
  - (ii) Ambulance Services include cost of transportation of the Insured Person to the nearest Hospital and paramedic services.
  - (iii) Miscellaneous Expenses includes but not limited to the cost of medicines, pharmacy or drugs supplies,

nursing charges, external medical appliances as prescribed by a registered Medical Practitioner as necessary and essential as part of the treatment on actuals, blood storage and processing charges and any other services which are not specified above.

### 2.1.2 Out-Patient Treatment

If an Insured Person is diagnosed with an Illness or suffers an Injury during the Period of Insurance that requires the Insured Person to take Out-patient Treatment, then the Company will indemnify up to the amount specified against this Benefit in the Policy Certificate for the Medical Expenses incurred on that Out-patient Treatment.

#### 2.1.3 Exclusions Applicable to Benefit 1

Any Claim in respect of any Insured Person for, arising out of or directly or indirectly due to any of the following shall not be admissible under this Benefit unless expressly stated to the contrary elsewhere in the Policy terms and conditions:

- Medical treatment taken outside the Country of Residence if that is the sole reason or one of the reasons for the journey.
- (ii) Any treatment, which could reasonably be delayed until the Insured Person's return to the Country of Residence.
- (iii) Any treatment of orthopedic diseases or conditions except for fractures, dislocations and/or Injuries suffered during the Period of Insurance.
- (iv) Degenerative or oncological (Cancer) diseases.
- (v) Dental Treatment.
- (vi) Circumcision.
- (vii) Treatment of any Congenital Anomaly or Illness or defects or anomalies or treatment relating to birth defects.
- (viii) Hormone replacement therapy.
- (ix) Weight management services and treatment, vitamins and tonics related to weight control programs, services and supplies including treatment of obesity (including morbid obesity).
- (x) Rest or recuperation at a spa or health resort, sanatorium, convalescence home or similar institution.
- (xi) Treatment of mental disease or Illness, stress, psychiatric or psychological disorders.
- (xii) Pregnancy and resulting childbirth, miscarriage or disease of the female organs of reproduction. This exclusion will not apply to ectopic pregnancy.
- (xiii) Routine physical tests and/or examination of any kind not consistent with or incidental to the diagnosis and treatment of any Illness or Injury either in a Hospital or as an outpatient and any type of vaccination or inoculation if it does not apply to post-bite treatment.
- (xiv) Rehabilitation and/or physiotherapy expenses or the cost of prostheses/prosthetics (artificial limbs)

- or any services provided by chiropractitioner.
- (xv) All non-allopathic treatment including but not limited to Naturopathy or Yoga, Ayurvedic Medicine, Homeopathic Medicine, Unani Medicine or any unrecognized systems of medicine.
- (xvi)Treatment or surgery or any medical procedure (whether invasive or non-invasive) using a robotic surgical system.

# 2.1.4 Claim Procedure (Cashless) Applicable to Benefit 1

- (a) Cashless Facility: Cashless Facility is available only at Network Providers. The Insured Person can avail of this Cashless Facility at the time of admission into a Network Provider, by completing the following procedure:
  - (I) Pre-authorization: The Policyholder or Insured Person must call the Company's/Assistance Service Provider's call center as specified in the Policy Certificate and request authorization for the proposed treatment by way of submission of a completed pre-authorization form at least within 24 hours of admission to Hospital, if the Hospitalization is required.
  - (ii) The Company will process the request for authorization after having obtained accurate and complete information in respect of the Illness or Injury for which Cashless Facility is sought to be availed. The Company or the Assistance Service Provider will confirm in writing authorization or rejection of authorization to avail Cashless Facility for the Insured Person's Hospitalization.
  - (iii) If the request for availing Cashless Facility is authorized by the Company or the Assistance Service Provider, then payment for the Medical Expenses incurred in respect of the Insured Person shall not have to be made to the extent that such Medical Expenses are covered under this Policy and fall within the amount authorized in writing by the Company for availing Cashless Facility. Payment in respect of all Deductibles and amount exceeding the sub-limits as applicable shall be made directly by the Policyholder or Insured Person to the Network Provider.
  - (iv) If the Company or the Assistance Service Provider does not authorize the Cashless Facility due to insufficient Sum Insured or insufficient information provided to the Company or the Assistance Service Provider to determine the admissibility of the Claim or if the treatment is not taken at a Network Provider, payment for the treatment will have to be made by the Policyholder or Insured Person to the Network Provider, following which a Claim for reimbursement may be made to the Company which will be considered by the Company subject to the terms, conditions and exclusions under the Policy.
  - (v) It is agreed and understood that in all cases where availing of Cashless Facility has been authorized in writing by the Company or the Assistance Service Provider, all the information and documents as specified below in Clause 2.1.5. shall be submitted to the Company or the Assistance Service Provide

- immediately and in any event before the Insured Person's discharge from Network Provider.
- (b) It is agreed and understood that the Company may, in its sole discretion, modify or add to the list of Network Providers or modify or restrict the extent of Cashless Facilities that may be availed at any particular Network Provider. Before availing the Cashless Facility, Policyholder or the Insured Person is required to check the applicable list of Network Providers for the area where he intends to avail the Cashless Facility through the ASP's call center number as provided in the Policy Certificate or by visiting the ASP's website or Company's website.

# 2.1.5 Documents to be submitted for any claim under benefit 1

- (a) It is a Condition Precedent to the Company's liability under this Benefit that the following information and documents shall be submitted to the Company or the Assistance Service Provider immediately and in any event within 30 days of the event giving rise to the Claim under this Benefit:
  - (i) Duly filled and signed Claim form
  - (ii) Duly filled and signed 'Release of Medical Information Form'
  - Original pathological and diagnostic reports, discharge summary, indoor case papers and prescriptions issued by the treating Medical Practitioner or Network Provider.
  - (iv) Copy of Passport with entry and exit stamp of the country of treatment.
  - (v) Original bills and receipts for:
    - Charges paid towards Hospital accommodation, nursing facilities and other medical services rendered.
    - Fees paid to the Medical Practitioner and for special nursing charges.
    - III. Charges incurred towards any and all test and/or examinations rendered in connection with the treatment.
    - IV. Charges incurred towards medicines or drugs purchased from a registered pharmacy other than the Network Provider duly supported by the prescriptions of the Medical Practitioner attending to the Insured Person.
    - V. Any other document as required by the Company to assess the Claim.
- (b) Only in the event that original bills, receipts, prescriptions, reports or other documents have already been given to any other insurance company or to a reimbursement provider the Company will accept properly verified photocopies of such documents attested by such other insurance company/reimbursement provider along with an original certificate of the extent of payment received from such insurance company / reimbursement provider.
- (c) The Company will only accept bills/invoices which are made in the Insured Person's name.
- (d) The Company shall condone delay on merit for delayed

Claims where delay is proved to be for reasons beyond the control of the Policyholder or the Insured Person.

# 2.2 Benefit 2 : Daily Allowance

- (a) The Company will pay the amount specified against this Benefit in the Policy Certificate for each continuous and completed period of 24 hours of Hospitalization of the Insured Person, provided that:
  - (i) The Hospitalization is only for In-patient Care; and
  - (ii) The Company will not be liable to make payment under this Benefit for more than 5 consecutive days of Hospitalization for Any One Illness.
  - (iii) The Company will not be liable to make payment under this Benefit for first 2 consecutive days of Hospitalization.

#### 2.3 Benefit 3: Compassionate Visit

- (a) The Company will indemnify, up to the amount specified against this Benefit in the Policy Certificate, the reasonable expenses incurred for the actual cost of a return economy class air ticket or equivalent by the most direct route from the Country of Residence of an Immediate Family Member to the place of Hospitalization of the Insured Person, provided that:
  - The Insured Person is hospitalized for Emergency Care of any Injury or Illness suffered during the Period of Insurance; and
  - (ii) The treating Medical Practitioner advises that the attendance of an Immediate Family Member is necessary; and
  - (iii) The treating Medical Practitioner certifies that the Insured Person is required to be hospitalized for at least 5 consecutive days; and
  - (iv) The Immediate Family Member's return travel to the Country of Residence shall commence not later than the date of the Insured Person's return to the Country of Residence.

### (b) Documents to be submitted for any Claim under this Benefit:

It is a condition precedent to the Company's liability under this Benefit that the following information and documents shall be submitted to the Company or the Assistance Service Provider immediately and in any event within 30 days of the event giving rise to the Claim under this Benefit:

- (i) A certificate from the Medical Practitioner recommending the presence in the form of special assistance to be rendered by an additional member during the entire period of Hospitalization. The certificate shall also specify the minimum period of Hospitalization.
- (ii) Discharge summary of the Hospital furnishing details including the date of admission and date of discharge.
- (iii) Original ticket with invoice used for the travel by the Immediate Family Member.
- (iv) Copy of passport of Immediate Family Member with entry and exit stamp.

#### 2.4 Benefit 4: Return of Minor Child

- (a) If the Insured Person is hospitalized for Emergency Care of any Illness or Injury during the Period of Insurance, the Company will indemnify up to the amount specified against this Benefit in the Policy Certificate the reasonable expenses incurred in respect of the children, of such Insured Person, for the actual cost of an economy class air ticket or equivalent by the most direct route from the place of Hospitalization of the Insured Person to the Country of Residence, provided that:
  - (i) The Insured Person's children are less than Age 18; and
  - (ii) The Insured Person's children are covered under this Policy as Insured Person or are covered under any other travel insurance policy issued by the Company for the same Period of Insurance; and
  - (iii) The Insured Person's children are unattended in the place of Hospitalization; and
  - (iv) The treating Medical Practitioner certifies that the Insured Person is required to be hospitalized for at least 5 consecutive days; and
  - (v) The Insured Person's children's return travel to the Country of Residence shall commence not later than 10 days from the commencement of the Insured Person's Hospitalization.

# (b) Documents to be submitted for any Claim under this Benefit:

It is a condition precedent to the Company's liability under this Benefit that the following information and documents shall be submitted to the Company or the Assistance Service Provider immediately and in any event within 30 days of the event giving rise to the Claim under this Benefit:

- A certificate from the Medical Practitioner specifying the minimum period of Hospitalization.
- Discharge summary of the Hospital furnishing details including the date of admission and date of discharge.
- (iii) Original ticket used for the return travel of the children to the Country of Residence.
- (iv) Copy of passport of the children with entry and exit stamp.

#### 2.5 Benefit 5: Up-gradation to Business Class

- (a) If the Insured Person is hospitalized for Emergency Care of any Illness or Injury for a period of 5 consecutive days or more during the Period of Insurance, the Company will indemnify, up to the amount specified against this Benefit in the Policy Certificate, the reasonable expenses incurred in respect of the Insured Person's up-gradation to a business class air ticket by the most direct route from the place of Hospitalization of the Insured Person to the Country of Residence, provided that:
  - The Insured Person's return air travel to the Country of Residence shall commence not later than 20 days from the discharge of Insured Person from Hospital; and
  - (ii) If the Insured Person's air ticket can be up-graded

from economy class to business class, the Company's maximum liability under this Benefit shall be limited to the difference in cost between the economy class air ticket and business class air ticket: and

- (iii) If the Insured Person's economy class air ticket cannot be up-graded, then the Company's maximum liability under this Benefit shall be limited to the cost of cancellation and the difference between the cost of the new business class ticket and the refund amount received on the economy class ticket cancelled.
- (iv) The Company shall not be liable to make any payment under this Benefit if the Insured Person was originally booked to return to the Country of Residence on a business class air ticket.
- (b) In case any Claim is made under this Benefit, no Claim shall be made under Clause 2.1.1(D).

# (c) Documents to be submitted for any Claim under this Benefit:

It is a condition precedent to the Company's liability under this Benefit that the following information and documents shall be submitted to the Company or the Assistance Service Provider immediately and in any event within 30 days of the event giving rise to the Claim under this Benefit:

- A certificate from the Medical Practitioner specifying the minimum period of Hospitalization.
- (ii) Discharge summary of the Hospital furnishing details including the date of admission and date of discharge.
- (iii) Copy of the economy class air ticket issued by the Common Carrier indicating the cost the ticket and receipt for the refund of the fare of the Common Carrier and the cancellation charges retained.
- (iv) Boarding pass and copy of business class ticket confirming the return journey and the cost of ticket.

### 2.6 Benefit 6: Dental Treatment

- (a) The Company will indemnify, up to the amount specified against this Benefit in the Policy Certificate, the Medical Expenses incurred for "Dental Treatment" during the Period of Insurance in connection with any Injury to the Insured Person's Sound Natural Teeth during the Period of Insurance provided that:
  - The treatment is provided by a Medical Practitioner qualified in practicing dentistry or dental surgery;
  - (ii) The Company's maximum and total liability per tooth shall not exceed the amount specified in the Policy Certificate; and
  - (iii) The amount assessed by the Company on each admitted Claim for the Insured Person under this Benefit shall be reduced by the Deductible. The Company shall be liable to make payment under the Policy for any Claim in respect of the Insured Person only when the Deductible on that Claim is exhausted.
  - (iv) For the purposes of this Benefit only:

**Sound Natural Teeth** means natural teeth that are either unaltered or are fully restored to their normal

function and are disease-free, have no decay and are not more susceptible to Injury than unaltered natural teeth:

(b) Clause 3 (h) is superseded to the extent covered under this Benefit.

### (c) Exclusions Applicable To Benefit 6

Any Claim in respect of any Insured Person for, arising out of or directly or indirectly due to any of the following shall not be admissible under this Benefit unless expressly stated to the contrary elsewhere in the Policy terms and conditions:

 Treatment, which could reasonably be delayed until the Insured Person's return to the Country of Residence.

# (d) Documents to be submitted for Claim under this Benefit

It is a condition precedent to the Company's liability under this Benefit that the following information and documents shall be submitted to the Company or the Assistance Service Provider immediately and in any event within 30 days of the event giving rise to the Claim under this Benefit:

- Original pathological or diagnostic reports and medical prescriptions issued by the treating Medical Practitioner or Hospital;
- (ii) Original Bills and receipts for:
  - Fees paid to the Medical Practitioner and special nursing charges; and
  - II. Charges incurred towards any and all test and/or examinations rendered in connection with the treatment.
- (iii) Charges incurred towards medicines or drugs purchased from a registered pharmacy other than the Hospital duly supported by the prescriptions of the Medical Practitioner attending to the Insured Person;
- (iv) Any other information or documents related to the treatment taken.

# 2.7 Benefit 7: Personal Accident

- (a) If the Insured Person suffers an Injury during the Period of Insurance solely and directly due to an Accident that occurs during the Period of Insurance, which directly results in:
  - The Insured Person's death within 12 months of the occurrence of the Injury; or
  - (ii) The Insured Person's Permanent Total Disablement within 12 months of the occurrence of the Injury such that the Insured Person is unable to resume his normal occupation or engage in similar gainful employment due to the Permanent Total Disability suffered.

The Company will pay the Sum Insured will pay in accordance with the table below:

S.No.	Event	% of the Sum Insured of this Benefit payable	
1	Accidental Death	100%	
2	Permanent Total Disablement (PTD) means  A. The total and irrecoverable loss of sight of both eyes, or actual loss by physical separation of two entire hands or two entire feet, or one entire hand and one entire foot, or loss of sight of one eye and actual loss by physical separation of one entire hand or one entire foot;	100%	
	B. Loss of sight of one eye, or actual loss by physical separation of one entire hand or one entire foot	50%	

(i) For the purpose of this Benefit only, "Physical separation of a hand or foot" means actual severance of hand at or above the wrist, and of foot at or above the applie.

# (b) Documents to be submitted for any Claim under this Benefit:

It is a condition precedent to the Company's liability under this Benefit that the following information and documents shall be submitted to the Company or the Assistance Service Provider immediately and in any event within 30 days of the event giving rise to the Claim under this Benefit:

- Medical reports giving the details of the Accident, nature of the Injury, the extent of disability (if applicable) and the details of treatment provided.
- (ii) Death certificate (if applicable)
- (iii) Postmortem report, if conducted
- (iv) Police report.
- Medical Practitioner's certificate in case of Injury stating the reasons for and the extent of the Injury.

# 2.8 Benefit 8 : Common Carrier Accidental Death

(a) If the Insured Person dies within twelve months due to any Injury sustained solely and directly due to an Accident during the Period of Insurance whilst mounting into or dismounting from or travelling in a Common Carrier on a valid ticket, the Company will pay the Sum Insured as specified against this Benefit.

# (b) Documents to be submitted for any Claim under this Benefit:

It is a condition precedent to the Company's liability under this Benefit that the following information and documents shall be submitted to the Company or the Assistance Service Provider immediately and in any event within 30 days of the event giving rise to the Claim under this Benefit:

(i) Medical reports giving the details of the Accident and

nature of Injury.

- (ii) Death certificate.
- (iii) Postmortem report, if conducted.
- (iv) Police report.
- (v) Valid ticket or certificate from the Common Carrier establishing the Insured Person's bonafide travel in the affected Common Carrier at the time of the Accident.

#### 2.9 Benefit 9: Medical Evacuation

- (a) The Company will indemnify, up to the amount specified against this Benefit in the Policy Certificate, for the reasonable cost incurred for the medical evacuation of the Insured Person in an Emergency through an Ambulance or any other transportation and evacuation services, (including necessary medical care en-route forming part of the treatment) for any Illness contracted or Injury sustained by the Insured Person during the Period of Insurance, provided that:
  - The treating Medical Practitioner certifies in writing that the severity or the nature of the Insured Person's Illness or Injury warrants the Insured Person's Emergency medical evacuation;
  - (ii) These transportation expenses are limited to transporting the Insured Person from the place of contracting or sustaining such Illness or Injury to the nearest appropriate Hospital;
  - (iii) The services under this Benefit shall only be provided on a cashless basis if the costs are authorized by the Company or the Assistance Service Provider in advance, unless the Insured Person has a Life Threatening Medical Condition and the Policyholder or the Insured Person (or his representatives) arrange for the Emergency medical evacuation at their own cost and expense in which case the Company will indemnify the costs incurred on the Emergency medical evacuation in accordance with the terms of this Benefit:

# (b) Documents to be submitted for any Claim under this Benefit:

It is a condition precedent to the Company's liability under this Benefit that the following information and documents shall be submitted to the Company or the Assistance Service Provider immediately and in any event within 30 days of the event giving rise to the Claim under this Benefit:

- (i) Medical reports and transportation details issued by the evacuation agency, prescriptions and medical report by the attending Medical Practitioner furnishing the name of the Insured Person and details of treatment rendered along with the statement confirming the necessity of evacuation;
- (ii) Documentary proof for all expenses incurred towards the Medical Evacuation.

### 2.10 Benefit 10: Repatriation of Mortal Remains

(a) If the Insured Person dies solely and directly due to an

Accident during the Period of Insurance, the Company will indemnify, up to the amount specified against this Benefit in the Policy Certificate, the costs of repatriation of the mortal remains of the Insured Person back to the Place of Residence or, up to an equivalent amount, for a local burial or cremation at the place where death has occurred.

# (b) Documents to be submitted for any Claim under this Benefit:

It is a condition precedent to the Company's liability under this Benefit that the following information and documents shall be submitted to the Company or the Assistance Service Provider immediately and in any event within 30 days of the event giving rise to the Claim under this Benefit:

- Copy of the death certificate providing details of the place, date, time, and the circumstances and cause of death:
- (ii) Copy of the postmortem certificate, if conducted;
- (iii) Documentary proof for expenses incurred towards disposal of the mortal remains;
- (iv) In case of transportation of the body of the deceased to the Country of Residence or Place of Residence, the receipt for expenses incurred towards preparation and packing of the mortal remains of the deceased and also for the transportation of the mortal remains of the deceased.

# 2.11 Benefit 11: Trip Cancellation and Interruption

## 2.11.1 Trip Cancellation

- A. If the Insured Person's outward journey as a fare paying passenger from the Country of Residence to an international Place of Destination on a Common Carrier is unavoidably cancelled before the commencement of the Period of Insurance due to any of the reasons specified herein below, then the Company will indemnify, up to the amount specified against this Benefit in the Policy Certificate, for those travel expenses that the Policyholder incurred and cannot recover and for which no value can be derived without knowledge of the likelihood of cancellation:
  - (i) The Insured Person's Immediate Family Member dies or is Hospitalized in an Emergency due to an unforeseen Illness or Injury for at least 2 consecutive days provided that such Illness or Injury shall not first occur earlier than 10 consecutive days from the scheduled commencement of the Period of Insurance: or
  - (ii) The Insured Person is Hospitalized in an Emergency due to an unforeseen Illness or Injury and such Hospitalization commences within 10 days from the scheduled commencement of the Period of Insurance and continues for at least 2 consecutive days and the treating Medical Practitioner certifies in writing that the Insured Person is not fit to undertake travel;
  - (iii) Earthquake, storm, flood, inundation, cyclone or tempest provided that the peril takes place prior to the commencement of the Period of Insurance at or in the vicinity of the Place of Origin of the journey, the ultimate scheduled Place of Destination or any

- intermediate place which is involved in or related to the proposed journey.
- (iv) Terrorism provided that the peril takes place prior to the commencement of the Period of Insurance at or in the vicinity of the Place of Origin of the journey, the ultimate scheduled Place of Destination or any intermediate place which is involved in or related to the proposed journey;
- B. Any amount refunded to the Insured Person by the Common Carrier in relation to the cancellation shall be deducted from the amount payable to the Insured Person under this Benefit.

# 2.11.2 Trip Interruption

- A. If the Insured Person's overseas stay is unavoidably curtailed after the commencement of the Period of Insurance due to any of the reasons as specified herein below, then the Company will indemnify the costs of economy airfare of the Insured Person to return to the Country of Residence:
  - The Insured Person's Immediate Family Member dies or is Hospitalized in an Emergency due to an unforeseen Illness or Injury and such Hospitalization continues for at least 2 consecutive days;
  - (ii) Earthquake, storm, flood, inundation, cyclone or tempest provided that the peril takes place after the commencement of the Period of Insurance at or in the vicinity of the Place of Origin of the journey, the ultimate scheduled Place of Destination or any intermediate place which is involved in or related to the proposed journey.
  - (iii) Terrorism provided that the peril takes place after the commencement of the Period of Insurance at or in the vicinity of the Place of Origin of the journey, the ultimate scheduled Place of Destination or any intermediate place which is involved in or related to the proposed journey;
- B. Any amount refunded to the Insured Person by the Common Carrier in relation to the curtailment shall be deducted from the amount payable to the Insured Person under this Benefit.

# C. Exclusions applicable to Benefit 11

Any Claim in respect of any Insured Person for, arising out of or directly or indirectly due to any of the following shall not be admissible under this Benefit unless expressly stated to the contrary elsewhere in the Policy terms and conditions:

- (i) Strikes or labor disputes or slowdown;
- Interruption or cancellation of the journey either wholly or in partly at the instance of the Common Carrier (apart from the reasons listed above) or by the travel agent;
- (iii) Interruption or cancellation of the journey either wholly or in partly at the instance of the authority governing the Common Carrier or the government;
- (iv) Any Claim under the Policy which arises out of an event which occurs prior to Policy Period StarDate.

# D. Documents to be submitted in support of the Claim under Benefit 11

It is a condition precedent to the Company's liability under this Benefit that the following information and documents (as applicable) shall be submitted to the Company or the Assistance Service Provider immediately and in any event within 30 days of the event giving rise to the Claim under this Benefit:

- Confirmation in writing of cancellation of the journey from the Common Carrier detailing the circumstances of cancellation:
- (ii) Ticket/boarding pass issued by the Common Carrier indicating the cost of ticket and receipt for the refund of the fare of the Common Carrier towards the cancelled portion of the journey indicating cancellation charges retained by the Common Carrier
- (iii) Boarding pass in original for return journey from the place of cancellation to the Country of Residence which indicates the cost of the tickets together with the receipts for the refunds obtained towards the unfulfilled portion of the journey.
- (iv) A declaration from the Insured Person furnishing the circumstances that compelled him to cancel the journey;
- (v) Medical evidence as may be required in case of the cancellation of the journey arising out of personal contingencies of the Insured Person or his Immediate Family Member;
- (vi) Receipt for the refund of the fare of the Common Carrier towards the cancelled portion of the journey indicating the cancellation charges retained;

### 2.12 Benefit 12: Trip Delay

- A. The Company will pay the Sum Insured as specified in the Policy Certificate, if the departure of a Common Carrier in which the Insured Person is scheduled to travel on a valid ticket during the Period of Insurance is delayed for more than 12 consecutive hours from the later of the declared time of departure or expected time of departure due solely and directly to any one of the following:
  - Earthquake, flood, rains, storm, cyclone or tempest; or
  - (ii) Terrorism

# B. Provided that the Company or the Assistance Service Company is

- Given written notice of the delay immediately and in any event within 30days of the commencement of the delay; and
- (ii) Immediate alternative arrangements are made by the Insured Person for progressing the journey as scheduled.

# C. Exclusions applicable to Benefit 12

Any Claim in respect of any Insured Person for, arising out of or directly or indirectly due to any of the following shall not be admissible under this Benefit unless expressly stated to the contrary elsewhere in the Policy terms and conditions:

- (i) Any contingencies other than those specifically named above:
- (ii) The Common Carrier is taken out of service on the instructions of the Civil Aviation Authority or any similar authority;

#### 2.13 Benefit 13: Loss of Checked-In Baggage

- (a) The Company will pay the Sum Insured as specified in the Policy Certificate, if the entire Checked-In Baggage is lost whilst in the custody of the Common Carrier provided that:
  - (i) Coverage under this Benefit shall commence only after the Checked-in Baggage is entrusted to the Common Carrier and a receipt obtained and coverage under this Benefit shall terminate automatically on the Common Carrier reaching the Place of Destination specified in the ticket of the Insured Person during the Period of Insurance; and
  - (ii) If more than one (1) piece of Checked-In Baggage has been checked-in under the same ticket of the Insured Person, the Company's liability shall be restricted to 50 % of the Sum Insured if all the pieces of Checked-In Baggage are not lost;
  - (iii) If the lost/undelivered Checked-In Baggage is subsequently traced and offered for delivery to the Insured Person, the Insured Person shall refund the amount paid by the Company under this Benefit in full irrespective of whether delivery of the Baggage is taken or not; and
  - (iv) If a portion of the lost/undelivered Checked-In Baggage is subsequently traced and offered for delivery to the Insured Person, the Insured Person shall refund the amount paid by the Company under this Benefit which is attributable to the portion of Checked-In Baggage traced in full irrespective of whether delivery of the Baggage is taken

# (b) Exclusions applicable to Benefit 13

Any Claim in respect of any Insured Person for, arising out of or directly or indirectly due to any of the following shall not be admissible under this Benefit unless expressly stated to the contrary elsewhere in the Policy terms and conditions:

- Any partial loss or damage of any items contained in the Checked-In Baggage.
- (ii) Any loss arising from any delay, detention, confiscation by customs officials or other public authorities.
- (iii) Any loss due to damage to the Checked-In Baggage.
- (iv) Any loss for which a Claim has already been made under Benefit 14;
- Any loss of Checked-In Baggage sent in advance or shipped separately.

# (c) Documents to be submitted for any Claim under Benefit 13

It is a condition precedent to the Company's liability under

this Benefit that the following information and documents shall be submitted to the Company or the Assistance Service Provider immediately and in any event within 30 days of the event giving rise to the Claim under this Benefit:

- Property irregularity report issued by the appropriate authority.
- (ii) Voucher of the Common Carrier for the compensation paid for the non-delivery/short delivery of the Checked-In Baggage.
- (iii) Copies of correspondence exchanged, if any, with the Common Carrier in connection with the non -delivery/short delivery of the Checked-In Baggage.

### 2.14 Benefit 14: Delay of Checked-In Baggage

(a) The Company will pay the Sum Insured as specified in the Policy Certificate if the delivery of the Insured Person's Checked-In Baggage which has been entrusted to the Common Carrier is delayed by more than 12 hours from the Insured Person's arrival at the Place of Destination specified on his valid ticket during the Period of Insurance.

### (b) Exclusions applicable to Benefit 14

Any Claim in respect of any Insured Person for, arising out of or directly or indirectly due to any of the following shall not be admissible under this Benefit unless expressly stated to the contrary elsewhere in the Policy terms and conditions:

- Any delay which does not exceed the time period specified in this Benefit.
- (ii) Any loss for which a Claim has already been made under Benefit 13.
- (iii) Any delay in delivery of the Checked-In Baggage arising out of or resulting from detention or confiscation of the baggage by the Common Carrier or customs or any government or other agencies.
- (iv) Any delay attributable to damage to the Checked-In Baggage warranting an examined delivery by the Common Carrier.
- (v) Self-carried or cabin baggage

# (c) Documents to be submitted for any Claim under Benefit 14

It is a condition precedent to the Company's liability under this Benefit that the following information and documents shall be submitted to the Company or the Assistance Service Provider immediately and in any event within 30 days of the event giving rise to the Claim under this Benefit:

- Property irregularity report issued by the appropriate authority stating the scheduled time of delivery and actual time of delivery of the Checked-In Baggage.
- (ii) Voucher of the Common Carrier for the compensation paid for the delay in delivery of the Checked-In Baggage.
- (iii) Copies of correspondence exchanged, if any, with the Common Carrier in connection with the delay in delivery of the Checked-In Baggage.

### 2.15 Benefit 15: Loss of Passport

(a) If the Insured Person loses his original passport while on a foreign land on a valid trip during the Period of Insurance, the Company will pay the amount as specified in the Policy Certificate for obtaining a duplicate or new passport.

# (b) Documents to be submitted for any Claim under Benefit 15

It is a condition precedent to the Company's liability under this Benefit that the following information and documents shall be submitted to the Company or the Assistance Service Provider immediately and in any event within 30 days of the event giving rise to the Claim under this Benefit:

- (i) Copy of the police report
- (ii) Details of the attempts made to trace the passport
- Original receipt for payment of charges to the authorities for obtaining a new or duplicate passport.

#### (c) Exclusions applicable to Benefit 15

- Where the loss is not reported to the appropriate police authority within 24 hours of the discovery of the loss, and in respect of which an official report has not been obtained.
- (ii) Where the Insured himself has failed to take reasonable steps to guard against the loss of passport.

## 2.16 Benefit 16: Personal Liability

- (a) The Company shall indemnify, up to the amount specified against this Benefit in the Policy Certificate, the Policyholder / the Insured Person against actual legal liability for damages for accidental Injury or property damage to third parties arising on account of Insured Person's negligence occurring during the Period of Insurance for which civil Claim is made or suit brought against the Insured Person by the third parties not later than 60 days from the expiry of the Period of Insurance
- (b) The Company shall also indemnify the Insured Person towards the cost of defense incurred, upon the prior written consent of the Company.
- (c) The amount assessed by the Company on each admitted Claim for the Insured Person under this Benefit shall be reduced by the Deductible. The Company shall be liable to make payment under the Policy for any Claim in respect of the Insured Person only when the Deductible on that Claim is exhausted.

### (c) Exclusions applicable to Benefit 16

Any Claim in respect of any Insured Person for, arising out of or directly or indirectly due to any of the following shall not be admissible under this Benefit unless expressly stated to the contrary elsewhere in the Policy terms and conditions:

 Liability of the Insured Person in relation to any professional services rendered by him.

- (ii) Liability for injury or damage of any kind whilst the Insured Person is engaged in his business activities or in course of business activities.
- (iii) Liability assumed by the Insured Person by an agreement or contract which would not have attached in the absence of such agreement or contract
- (iv) Liability arising out of any Acts of God including but not limited to earthquake, earth-tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or other similar acts or convulsions of nature and atmospheric disturbances.
- (v) Fines, penalties, punitive or exemplary damages of any kind.
- (vi) Liability arising from the use of any motor vehicle, aircrafts, water crafts and other vehicles.
- (vii) Any liability, which is the subject matter of specific insurance elsewhere.
- (viii) Any personal liability of the Insured Person towards his family, relatives or traveling companions, whether personal or official or commercial.
- (ix) Liability resulting from transmission of an illness or disease by the Insured Person.
- (x) Liability arising out of false arrest, wrongful eviction, wrongful detention, defamation, libel or slander or mental trauma, anguish, or shock resulting therefrom.
- (xi) Liability arising out of any infringement of intellectual property rights such as copyright, patent, trademark, registered designs and trade secrets.
- (xii) Liability arising from the possession of animals, birds, reptiles or insects and their byproducts such as skin, hair, feathers, horns, fur, ivory, bones or eggs;
- (xiii)Liability arising from the ownership or possession of vehicles, aircrafts or water crafts or activities of the Insured Person involving parachuting, hang-gliding, hot air ballooning or the use of firearms.
- (xiv) Liability arising from insanity, use or abuse of any intoxicant, alcohol or drugs (except as medically prescribed) or drug addiction.
- (xv) Liability arising from any supply of goods or services on the part of the Insured Person.
- (xvi) Liability arising from any ownership or occupation of land or buildings other than the occupation of any temporary residence.
- (xvii) Any liability arising from a contingency occurring anywhere in the Country of Residence of the Insured Person.
- (xviii) Liability arising out of any breach of law or rules or any criminal liability.

# (e) Terms and conditions applicable to Benefit 16

 Every notice, writ, summons or process and all documents relating to the Claim/event shall be forwarded to the Company immediately on receipt by the Insured Person.

- (ii) No admission, offer, promise or payment shall be made or given by or on behalf of the Insured Person without the prior written consent of the Company.
- (iii) Insured Person shall fully co-operate and support and act as per the advice of the Company or the Assistant Service Provider.
- (iv) Insured Person shall fully support the Company in reaching a compromise with the aggrieved party and/ or to take such steps as may be required to bring the Claim to an amicable settlement.
- (v) All amounts incurred by the Company in the defense, settlement and/or payment of any Claim, will correspondingly reduce the Sum Insured under this benefit.
- (vi) The Insured Person shall not settle or offer for settlement or enter into a compromise with the claimant or any other person without the prior consent and the written approval of the Company or Assistance Service Provider.
- (vii) The terms and exclusions of this Benefit (and any phrase or word contained therein) shall be interpreted in accordance with Indian law.

# (f) Documents to be submitted for any Claim under Benefit 16

It is a condition precedent to the Company's liability under this Benefit that the following information and documents shall be submitted to the Company or the Assistance Service Provider immediately and in any event within 30 days of the event giving rise to the Claim under this Benefit:

- Statement of Claim furnishing particulars of the event leading to the liability such as the court order:
- (ii) Photocopy of the police report (wherever reported).

# 3. General Exclusions

Any Claim in respect of any Insured Person for, arising out of or directly or indirectly due to any of the following shall not be admissible unless expressly stated to the contrary elsewhere in the Policy terms and conditions:

- (a) Any events occurring outside the Period of Insurance except for a Claim for Trip Cancellation under Benefit 11.
- (b) The Insured Person is:
  - (i) Traveling against the advice of a Medical Practitioner; or
  - (ii) Receiving, or is supposed to receive, medical treatment; or
  - iii) Having received terminal prognosis for a medical condition; or
  - iv) Travelling for the purpose of obtaining medical
  - (v) Taking part or is supposed to participate in a naval, military or air force operation or war like or peace keeping operation.
- (c) An act of self-destruction or self-inflicted Injury,

- suicide or suicide while sane or insane or Illness or Injury attributable to the consumption, use, misuse or abuse of tobacco, intoxicating drugs or alcohol.
- (d) Any Illness or Injury directly or indirectly resulting or arising from or occurring during the commission of any breach of any law by the Insured Person with any criminal intent.
- (e) Any condition directly or indirectly caused by or associated with any sexually transmitted disease, including Genital Warts, Syphilis, Gonorrhoea, Genital Herpes, Chlamydia, Pubic Lice and Trichomoniasis, Acquired Immuno Deficiency Syndrome (AIDS) whether or not arising out of HIV, Human T-Cell Lymphotropic Virus Type III (HTLV-III or IITLB-III) or Lymphadinopathy Associated Virus (LAV) or the mutants derivative or Variations Deficiency Syndrome or any Syndrome or condition of a similar kind.
- (f) Any treatment arising from or traceable to pregnancy (including voluntary termination), miscarriage (unless due to an Accident), childbirth, maternity (including caesarian section), abortion or complications of any of these. This exclusion will not apply to ectopic pregnancy.
- (g) Any treatment arising from or traceable to any fertility, infertility, sub fertility or assisted conception procedure or sterilization or procedure, birth control procedures, hormone replacement therapy, contraceptive supplies or services including complications arising due to supplying services or Assisted Reproductive Technology.
- (h) Any dental treatment or surgery unless necessitated due to an Injury.
- Treatment taken from anyone who is not a Medical Practitioner or from a Medical Practitioner who is practicing outside the discipline for which he is licensed or any kind of self-medication.
- (j) Personal comfort and convenience items or services including but not limited to T.V. (wherever specifically charged separately), charges for access to telephone and telephone calls (wherever specifically charged separately), foodstuffs (except patient's diet), cosmetics, hygiene articles, body or baby care products and bath additive, barber or beauty service, guest service as well as similar incidental services and supplies.
- (k) Charges incurred in connection with cost of spectacles and contact lenses, hearing aids, routine eye and ear examinations, laser surgery for correction of refractory errors, dentures, artificial teeth and all other similar external appliances and or devices whether for diagnosis or treatment.
- (I) Experimental, investigational or unproven treatments which are not consistent with or incidental to the diagnosis and treatment of the positive existence or presence of any Illness for which confinement is required at a Hospital. Any Illness or treatment which is a result or a consequence of undergoing such experimental or unproven treatment. Any diagnosis or treatment of an Illness/Injury which does not require Hospitalization.
- (m) Any expenses incurred on prosthesis, corrective devices, external durable medical equipment of any kind, like

- wheelchairs, walker, belts, collar, caps, splints, braces, stockings of any kind, diabetic footwear, glucometer or thermometer, crutches, ambulatory devices, instruments used in treatment of sleep apnea syndrome (C.P.A.P) or continuous ambulatory peritoneal dialysis (C.A.P.D.) and oxygen concentrator for asthmatic condition, cost of cochlear implants.
- Weight management services and treatment, services and supplies including treatment of obesity (including morbid obesity).
- (o) Any treatment related to sleep disorder or sleep apnea syndrome, general debility convalescence, cure, rest cure, health hydros, nature cure clinics, sanatorium treatment, rehabilitation measures, private duty nursing, respite care, long-term nursing care, custodial care or any treatment in an establishment that is not a Hospital.
- (p) Treatment of all Congenital Anomalies or Illness or defects or anomalies or treatment relating to birth defects.
- (q) Treatment of mental illness, stress, psychiatric or psychological disorders.
- (r) Aesthetic treatment, cosmetic surgery and plastic surgery or related treatment of any description, including any complication arising from these treatments, other than as may be necessitated due to an accident injury or burns.
- (s) Any treatment or surgery for change of sex or gender reassignments including any complication arising from these treatments.
- (t) Circumcision unless necessary for treatment of an Illness or as may be necessitated due to an Accident.
- All preventive care, vaccination, including inoculation and immunizations (except in case of post-bite treatment), vitamins & tonics.
- Artificial life maintenance, including life support machine use, where such treatment will not result in recovery or restoration of the previous state of health.
- (w) All expenses related to donor screening, treatment, including surgery to remove organs from the donor, in case of transplant surgery.
- (x) Non-allopathic treatment.
- (y) Charges incurred at a Hospital primarily for diagnostic, X -ray or laboratory examinations not consistent with or incidental to the diagnosis and treatment of the positive existence or presence of any Illness or Injury, for which in -patient care or a day care procedure is required.
- (z) War (whether declared or not) and war like occurrence or invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolutions, insurrections, mutiny, military or usurped power, seizure, capture, arrest, restraints and detainment of all kinds.
- (aa) Stem cell implantation, harvesting, storage or any kind of treatment using stem cells.
- (bb) Nuclear, chemical or biological attack or weapons, contributed to, caused by, resulting from or from any other cause or event contributing concurrently or in any other sequence to the loss, claim or expense. For the purpose of this exclusion:

- (i) Nuclear attack or weapons means the use of any nuclear weapon or device or waste or combustion of nuclear fuel or the emission, discharge, dispersal, release or escape of fissile or fusion material emitting a level of radioactivity capable of causing any Illness, incapacitating disablement or death.
- (ii) Chemical attack or weapons means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing any Illness, incapacitating disablement or death.
- (iii) Biological attack or weapons means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organisms and/or biologically produced toxins (including genetically modified organisms and chemically synthesized toxins) which are capable of causing any Illness, incapacitating disablement or death.

In addition to the foregoing, any loss, claim or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any action taken in controlling, preventing, suppressing, minimizing or in any way relating to the above is also excluded.

- (cc) Impairment of an Insured Person's intellectual faculties by abuse of stimulants or depressants.
- (dd) Any sporting activities in so far as they involve the training or participation in competitions of professional or semi-professional sports persons, unless declared beforehand and agreed by the Company subject to additional premium being paid and incorporated accordingly in the Policy.
- (ee) Any claim relating to Hazardous Activities unless declared beforehand and agreed by the Company subject to additional premium being paid and incorporated accordingly in the Policy.
- (ff) The Insured Person engaged in any air travel unless he is flying as a passenger on an airline.
- (gg) Travel by any Insured Person against whom general or special travel restrictions have been imposed.
- (hh) Any consequential losses.
- Any Hospitalization primarily for investigation and/or diagnosis purpose.
- (jj) Expenses related to any kind of RMO charges, service charge, surcharge, admission fees, registration fees, night charges levied by the hospital under whatever head.
- (kk) Any specific time-bound or lifetime exclusions specified in the Policy Certificate.

### 4. Claims Intimation, Assessment and Management

Upon the occurrence of any event, Illness or Injury that may give rise to a Claim under this Policy, then as a Condition Precedent to the Company's liability under the Policy, the Policyholder or Insured Person (or the Nominee or legal heir if the Policyholder/ the Insured Person is deceased) shall undertake all the following in addition to any specific requirements specified within the Benefit under which the Claim is made:

#### 4.1. Intimation

- (a) If any Illness is diagnosed or discovered or any Injury is suffered or any other contingency occurs which has resulted in a Claim or may result in a Claim under the Policy, the Policyholder or Insured Person (or the Nominee or legal heir if the Insured Person is deceased), shall notify the Company either at the Company's call center or the Assistance Service Provider's call center or in writing immediately and in any event within the time frame (if any) specified in the Benefit under which the Claim is made.
- (b) It is agreed and understood that the following details are to be provided to the Company at the time of intimation of Claim:
  - (i) Policy Number;
  - (ii) Name of the Policyholder;
  - (iii) Name of the Insured Person in respect of whom the Claim is made;
  - (iv) Nature of the event;
  - (v) Name and address of the attending Medical Practitioner and Hospital, if applicable;
  - (vi) Date of admission to Hospital or date of loss, as applicable;
  - (vii) Any other information, documents or details requested by the Company or the Assistant Service Provider.

# 4.2 Claims Documents

- (a) The Policyholder or Insured Person (or Nominee or legal heir if the Insured Person is deceased) shall (at his own expense) provide the following documents as specified below and any additional information or documents as specified in the respective Benefits under which the Claim is being made with the Company or the Assistance Service Provider immediately and in any event within 30 days of the occurrence of the event.
  - (i) Duly completed and signed Claim form, in original;
  - (ii) Passport copy with entry and exit stamp;
  - (iii) Any other document as required by the Company or Assistance Service Provider;
  - (iv) Additional documents as specified under each

Note: All invoices and bills should be in Insured Person's name except for Benefit 3 "Compassionate Visit" where invoices and bills should be in the name of Immediate Family Member of the Insured Person in respect of whom the Claim under Benefit 1 is being made.

(b) The Company will condone the delay in making a Claim by the Policyholder or Insured Person on merit, where delay is proved to be for reasons beyond the control of the Policyholder or the Insured Person.

# 4.3 Policyholder's or Insured Person's duty at the time of Claim

It is agreed and understood that as a condition precedent for a Claim to be considered under this Policy:

- (a) All reasonable steps and measures must be taken to avoid or minimize the quantum of any Claim that may be made under this Policy.
- (b) The Insured Person shall follow the directions, advice or guidance provided by a Medical Practitioner and the Company shall not be obliged to make the payment that is brought about or contributed to by the Insured Person failing to follow such directions, advice or guidance.
- (c) Intimation of the Claim, notification of the Claim and submission or provision of all information and documents shall be made promptly and in any event in accordance with the procedures and within the time frames specified in Clause 4 of the Policy and the specific procedures and time frames specified under the respective Benefits under which the Claim is being made.
- (d) The Insured Person will, at the request of the Company, submit himself for a medical examination by the Company's/Assistance Service Provider's nominated Medical Practitioner as often as the Company considers reasonable and necessary. The cost of such examination will be borne by the Company.
- (e) The Company's/Assistance Service Provider's Medical Practitioner and representatives shall be given access and co-operation to inspect the Insured Person's medical and hospitalization records and to investigate the facts and examine the Insured Person.
- (f) The Company shall be provided with complete documents and information which the Company has requested to establish its liability for the Claim, its circumstances and its quantum.

### 4.4 Claim Assessment

- (a) All admissible Claims under this Policy shall be assessed by the Company in the following progressive order:
  - (i) If any sub-limits on Medical Expenses are applicable in accordance with Clause 2.1.1. (H)(a), the Company's liability to make payment shall be limited to such extent as applicable.
  - (ii) The Deductible shall then be applied.

### 4.5 Payment Terms

- (i) The Company may in its sole and absolute discretion change the Assistance Service Provider or utilize the service of any other Assistance Service Provider by giving written notification to the Policyholder.
- (ii) All payments under this Policy shall be made in Indian Rupees and within India. For all admissible reimbursement Claims, the exchange rate on the date of payment to the Hospital shall be applied and for all admissible Claims where the Sum Insured is on a fixed payment basis, the exchange rate on the date of loss shall be applied.
- (iii) If the Assistance Service Provider or the Company requests that bills or vouchers in a local language or vernacular be accompanied by an appropriate translation into English then the costs of such translation must be borne by the Policyholder/the Insured Person.
- (iv) The Sum Insured of the Insured Person shall be reduced by the amount payable or paid under the Policy Terms and

- Conditions under this Policy and only the balance amount shall be available as the Sum Insured for the unexpired Policy Period.
- (v) The Company shall have no liability to make payment of a Claim under the Policy in respect of an Insured Person, once the Sum Insured for that Insured Person is exhausted.
- (vi) If the Policyholder or Insured Person suffers a relapse within 45 days of the date of discharge from the Hospital for which a Claim has been made, then such relapse shall be deemed to be part of the same Claim and all the limits for Any One Illness under this Policy shall be applied as if they were under a single Claim.
- (vii) The Company's maximum, total and cumulative liability under Benefit 1 towards the treatment of Any One Illness in respect of any Insured Person shall not exceed the sub -limits as specified in the Policy Certificate.
- (viii) For Cashless Claims, the payment shall be made to the Network Provider whose discharge would be complete and final.
- (ix) For Reimbursement Claims, the Company will pay to the Policyholder. In the event of death of the Policyholder, the Company will pay to the nominee (as named in the Policy Certificate) and in case of no nominee to the legal heirs or representatives of the Policyholder.
- (x) For Claims where Re-pricing is carried out, the benefit of reduction in the Claim amount shall be passed on to the Policyholder by reducing the Sum insured for such Insured Person for whom the Claim is made only by the final negotiated amount payable by the Company plus the Re-pricing Fees. If the sum of the negotiated amount and Re-pricing Fees is greater than the actual billed amount the actual billed amount shall be reduced from the Sum Insured.
- (xi) The Company shall settle any Claim within 30 days of receipt of all the necessary documents/information as required for settlement of such Claim and sought by the Company. The Company shall provide the Policyholder an offer of settlement of Claim and upon acceptance of such offer by the Policyholder the Company shall make payment within 7 days from the date of receipt of such acceptance. In case there is delay in the payment beyond the stipulated time lines, the Company shall pay additional amount as interest at a rate which is 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed by it.

# 5. General Terms and Conditions

### 5.1 Disclosure to Information Norm

If any untrue or incorrect statements are made or there has been a misrepresentation, mis-description or non disclosure of any material particulars or any material information having been withheld, or if a Claim is fraudulently made or any fraudulent means or devices are used by the Policyholder or the Insured Person or any one acting on his/their behalf, the Company shall have no liability to make payment of any Claims and the premium paid shall be forfeited to the Company on the cancellation of the Policy.

### 5.2 Observance of Terms and Conditions

The due observance and fulfillment of the terms and conditions of this Policy (including the realization of premium by their respective due dates and compliance with the specified procedure on all Claims) in so far as they relate to anything to be done or complied with by the Policyholder or any Insured Person, shall be condition precedent to the Company's liability under the Policy.

# 5.3 Reasonable Care

Insured Persons shall take all reasonable steps to safeguard the interests against any Illness or Injury that may give rise to a Claim.

### 5.4 Material Change

It is a condition precedent to the Company's liability under the Policy that the Policyholder shall immediately notify the Company in writing of any material change in the risk on account of change in nature of occupation or business at his own expense. The Company may, in its discretion, adjust the scope of cover and/or the premium paid or payable, accordingly.

#### 5.5 No Constructive Notice

Any knowledge or information of any circumstance or condition in relation to the Policyholder or Insured Person which is in possession of the Company other than that information expressly disclosed in the Proposal Form or otherwise in writing to the Company, shall not be held to be binding or prejudicially affect the Company.

# 5.6 Complete discharge

Payment made by the Company to the Policyholder or the Nominee or the legal heir of the Policyholder, as the case may be, of any amount under the Policy shall in all cases be treated as full and final and construe as an effectual discharge in favor of the Company.

### 5.7 Subrogation

The Policyholder and Insured Person shall at his own expense do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing and/or securing any civil or criminal rights and remedies or obtaining relief or indemnity from any other party to which the Company is or would become entitled upon the Company paying for a Claim under this Policy, whether such acts or things shall be or become necessary or required before or after its payment. Neither the Policyholder nor any Insured Person shall prejudice these Subrogation rights in any manner and shall at his own expense provide the Company with whatever assistance or cooperation is required to enforce such rights. Any recovery the Company makes pursuant to this clause shall first be applied to the amounts paid or payable by the Company under this Policy and any costs and expenses incurred by the Company of effecting a recovery, where after the Company shall pay any balance remaining to the Policyholder. This clause shall not apply to any Benefit offered on a fixed benefit basis.

For the purposes of this Clause, "Subrogation" means the right of the insurer to assume the rights of the insured person to recover expenses paid out under the policy that may be recovered from any other source.

#### 5.8 Contribution

- (a) In case any Insured is covered under more than one similar indemnity insurance policies, with the Company or with other insurers, the Policyholder shall have the right to settle the Claim with any of the Company, provided that the Claim amount payable is up to Sum Insured of such Policy.
- (b) In case the Claim amount exceeds the Sum Insured, then Policyholder shall have the right to choose the companies with whom the Claim is to be settled. In such cases, the settlement shall be done as under:
  - (i) If at the time when any Claim arises under this Policy, there is any other insurance which covers (or would have covered but for the existence of this Policy), the same Claim (in whole or in part), then the Company shall not be liable to pay or contribute more than its ratable proportion of any Claim.
- (c) This clause shall not apply to any Benefit offered on a fixed benefit basis.

### 5.9 Free Look Period

- This Clause shall be applicable only for the policies which are issued for a period of at least 365 days.
- (ii) The Policyholder may, within 15 days from the receipt of the Policy document, return the Policy stating reasons, if the terms and conditions are not acceptable to the Policyholder.
- (iii) If no Claim has been made under the Policy, the Company will refund the premium received after deducting proportionate risk premium for the period on cover and stamp duty charges. If only part of the risk has commenced, such proportionate risk premium shall be calculated as commensurate with the risk covered during such period.

### 5.10 Policy Disputes

- (a) Wherever there is a decision to be taken by the Insurer, which happens to be at variance with the Customers proposal, declarations and other such conduct an opportunity of natural justice shall be provided to him before a decision is taken on the merit and circumstances of the question.
- (b) Any and all disputes or differences under or in relation to the validity, construction, interpretation and effect to this Policy shall be determined b the Indian Courts and in accordance with Indian law.

# 5.11 Extension of the Policy Period

# (a) Extension of the Policy Period for a Single Trip Policy

- (i) On the Policyholder's written request, the Company may at its sole discretion extend the Policy Period provided that the total Policy Period shall not exceed 365 days. If any Claim has been made under the Policy in respect of the original Policy Period:
  - I. The Insured shall be entitled to all benefits payable on fixed basis for which any claim has not been made with the company earlier under the same policy. For other benefits where

- the payment is on indemnity basis, balance sum insured shall be available during the extended policy period.
- II. Only the balance amount of the Sum Insured will be available for the Benefits which are payable on an indemnity basis.
- (b) Extension of the Geographical Scope of the Policy
  - (i) On the Policyholder's written request, the Company may at its sole discretion extend Geographical Scope of the Policy specified in the Policy Certificate provided that the additional premium specified by the Company is received in advance of commencement of coverage and provided that the Insured Person has not already entered any part of the proposed extended Geographical Scope of the Policy or made any medical related Claim under the Policy.
- (c) All requests for extensions must be made at least 1 day before the expiry of the original Policy Period and accompanied by all the following information and documents:
  - (i) Duly completed application for extension;
  - (ii) Details of complete particulars of all Claims;
  - (iii) A good health declaration.
- (d) However, if the request to extend the Policy is received within 3 days of the Policy Period End Date then coverage shall be reinstated, at Company's sole discretion subject to underwriting, with effect from Policy Period End Date on the date of receipt of premium by the Company. In such case Company shall not be liable for any Claim arising during the Policy Period End Date and date of receipt of premium.
- (e) This product may be withdrawn by the Company after due approval from the IRDA. In case this product is withdrawn by the Company, this Policy can be extended under the then prevailing product or its nearest substitute approved by IRDA. The Company shall duly intimate the Policyholder regarding withdrawal of this product and the options available to the Policyholder at the time of extension of this policy.
- (f) The Policy shall not be renewable upon expiry of the Policy Period.

### 5.12 Cancellation/Termination

- (a) Cancellation of Policy, at a date earlier than the Policy Period End Date can be done only upon:-
  - (i) Denial of visa OR
  - (ii) Cancellation of trip OR
  - (iii) Early return of the individual to India

For cancellations due to above reasons, adequate documentary proof including but not limited to written request from customer & copy of passport/Visa denial letter would need to be provided.

(b) The policyholder may request for cancellation of the policy. The company shall cancel the policy and premium will be refunded if difference between the date of request of cancellation and end date of policy is at least 15 days or more.

Refund amount = Amount of premium paid for the original policy period <u>less</u> the premium applicable by taking the request date as the new policy period end date.

- (c) Full refund shall be made if the request for Policy cancellation is received by the Company within 7 days from the Policy Period Start Date or before commencement of the first Period of Insurance, whichever is earlier, if the sole reason for such cancellation is denial of visa for the countries where the Insured Person was scheduled to visit.
- (d) In the event of cancellation of policy prior to policy period start date for any reason or cancellation on a pro-rated basis, the company shall deduct Rs. 300/- (Rupees three hundred only) towards cancellation charges before refunding any amount.
  - a. Formula chart for refund calculation -

(Original premium <u>less</u> revised end date Premium less Cancellation charges)

Example - Mr. X has purchased a single trip policy with trip duration as 90 days for a premium of Rs. 9,000. He curtails the trip after 30 days. The premium for 30 day single trip is Rs. 4,200, hence refund 9,000 less (4,200 + cancellation fees Rs. 300) = Rs. 4,500.

(e) In annual multi-trip policy, premium will be refunded on short scale basis as under:

Number of Trip days utilized	Premium Retained
Less than or equal to 7 days	25% annual rate
Greater than 7 days & up to 21 days	50% annual rate
Greater than 21 days	75% annual rate
Less than or up to 21 days	50% annual rate
Greater than 21 days and up to 35 days	75% annual rate
Greater than 35 days	Full annual rate
Less than or up to 35 days	75% annual rate
Greater than 35 days	Full annual rate
Any Trip duration	Full annual rate
	utilized Less than or equal to 7 days Greater than 7 days & up to 21 days Greater than 21 days Less than or up to 21 days Greater than 21 days Greater than 21 days and up to 35 days Greater than 35 days Less than or up to 35 days Greater than 35 days Greater than 35 days

- (f) The company may also initiate cancellation of the policy in case any untrue or incorrect statements are made or there has been a misrepresentation, mis-description or non-disclosure of any material particulars or any material information having been withheld, or if a Claim is fraudulently made or any fraudulent means or devices are used by the Policyholder or the Insured Person or any one acting on his / their behalf.
- (g) No refund of premium shall be eligible in case of cancellation of this Policy where a Claim has been incurred under the Policy.

# 5.13 Limitation of Liability

Any Claim under this Policy for which the notification or intimation of Claim is received 12 calendar months after the event or occurrence giving rise to the Claim shall not be admissible, unless the Policyholder proves to the

Company's satisfaction that the delay in reporting of the Claim was for reasons beyond his control.

#### 5.14 Communication

- (a) Any communication meant for the Company must be in writing and be delivered to its address shown in the Policy Certificate. Any communication meant for the Policyholder will be sent by the Company to his last known address or the address as shown in the Policy Certificate.
- (b) All notifications and declarations for the Company must be in writing and sent to the address specified in the Policy Certificate. Agents are not authorized to receive notices and declarations on the Company's behalf.
- (c) Notice and instructions will be deemed served 10 days after posting or immediately upon receipt in the case of hand delivery, facsimile or e-mail.

### 5.15 Alterations in the Policy

This Policy constitutes the complete contract of insurance. No change or alteration shall be valid or effective unless approved in writing by the Company, which approval shall be evidenced by a written endorsement signed and stamped by the Company.

#### 5.16 Cause of Action

No Claims shall be payable under this Policy unless the event or occurrence giving rise to the Claim occurs in the Geographical Scope specified in the Policy Certificate.

### 5.17 Overriding effect of Policy Certificate

In case of any inconsistency in the terms and conditions in this Policy vis-a-vis the information contained in the Policy Certificate, the information contained in the Policy Certificate shall prevail.

### 5.18 Electronic Transactions

The Policyholder and 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, tele-service operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of the Policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time.

### 5.19 Grievances

The Company has developed proper procedures and effective mechanism to address complaints by the customers. The Company is committed to comply with the Regulations, standards which have been set forth in the Regulations, Circulars issued by the Authority (IRDAI) from time to time in this regard.

(a) If the Policyholder / Insured Person has a grievance that the Policyholder / Insured Person wishes the Company to redress, the Policyholder / Insured Person may contact the Company with the details of the grievance through:

Website: www.religarehealthinsurance.com

Email: customerfirst@religarehealthinsurance.com

Contact No.:1800-102-4488/1860-500-4488

Courier: Any of Our Branch Office or corporate office

The Policyholder/Insured Person may also approach the grievance cell at any of the Company's branches with the details of his/her grievance during the Company's working hours from Monday to Friday.

(b) If the Policyholder / Insured Person is not satisfied with the Company's redressal of the Policyholder's / Insured Person's grievance through one of the above methods, the Policyholder / Insured Person may contact the Company's Head of Customer Service at:

Head - Customer Services,

Religare Health Insurance Company Limited,

Unit No. 604 - 607, 6th Floor, Tower C,

Unitech Cyber Park, Sector-39,

Gurugram-122001 (Haryana)

(c) If the Policyholder / Insured Person is not satisfied with the Company's redressal of the Policyholder's / Insured Person's grievance through one of the above methods, the Policyholder / Insured Person may approach the nearest Insurance Ombudsman for resolution of the grievance. The contact details of Ombudsman offices are on the next

Office of the Ombudsman	Contact Details	Jurisdiction of Office (Union Territory, District)
AHMEDABAD	Insurance Ombudsman, Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 E-mail: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu
BENGALURU	Insurance Ombudsman, Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, BENGALURU - 560 078. Tel.: 080-22222049 / 22222048 Email: bimalokpal.bengaluru@ecoi.co.in	Karnataka
BHOPAL	Insurance Ombudsman, Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, BHOPAL (M.P.)-462 003. Tel.: 0755-2769201 / 9202 , Fax : 0755-2769203 E-mail : bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Insurance Ombudsman, Office of the Insurance Ombudsman, 62, Forest Park, BHUBANESHWAR-751 009. Tel.: 0674 - 2596461 / 2596455, Fax : 0674-2596429 E-mail: bimalokpal.bhubaneswar@ecoi.co.in	Orissa
CHANDIGARH	Insurance Ombudsman, Office of the Insurance Ombudsman, S.C.O. No.101-103, 2nd Floor, Batra Building. Sector 17-D, CHANDIGARH-160 017. Tel.: 0172 - 2706196 / 2706468, Fax : 0172-2708274 E-mail: bimalokpal.chandigarh@ecoi.co.in	Punjab , Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh
CHENNAI	Insurance Ombudsman, Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI-600 018. Tel.: 044-24333668 / 24335284, Fax: 044-24333664 E-mail: bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry)
DELHI	Insurance Ombudsman, Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI-110 002. Tel.: 011 - 23232481 / 23213504 E-mail: bimalokpal.delhi@ecoi.co.in	Delhi
GUWAHATI	Insurance Ombudsman, Office of the Insurance Ombudsman, "Jeevan Nivesh", 5th Floor, Near Panbazar Overbridge, S.S. Road, GUWAHATI-781 001 (ASSAM). Tel.: 0361 - 2632204 / 2602205 E-mail: bimalokpal.guwahati@ecoi.co.in	Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Insurance Ombudsman, Office of the Insurance Ombudsman, 6-2-46, 1st Floor, Moin Court, Lane Opp. Saleem Function Palace, A.C. Guards, Lakdi-Ka-Pool, HYDERABAD-500 004. Tel.: 040 - 67504123 / 23312122 E-mail: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana and Yanam – a part of Territory of Pondicherry

Office of the Ombudsman	Contact Details	Jurisdiction of Office (Union Territory, District)
JAIPUR	Insurance Ombudsman, Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141-2740363 Email: Bimalokpal.jaipur@ecoi.co.in	Rajasthan
ERNAKULAM	Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, ERNAKULAM-682 015. Tel.: 0484-2358759/2359338, Fax: 0484-2359336 E-mail: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe – a part of Pondicherry
KOLKATA	Insurance Ombudsman, Office of the Insurance Ombudsman, 4th Floor, Hindustan Bldg. Annexe, 4, C.R. Avenue, Kolkata – 700 072. Tel: 033-22124339/22124340, Fax: 033-22124341 E-mail: bimalokpal.kolkata@ecoi.co.in	West Bengal, Andaman & Nicobar Islands, Sikkim
LUCKNOW	Insurance Ombudsman, Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-2, Nawal Kishore Road, Hazaratganj, LUCKNOW-226 001. Tel.: 0522 - 2231330 / 2231331, Fax: 0522-2231310 E-mail: bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkamagar, Sultanpur, Maharajgang, Santkabimagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
MUMBAI	Insurance Ombudsman, Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), MUMBAI-400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@ecoi.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjiahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur

Office of the Ombudsman	Contact Details	Jurisdiction of Office (Union Territory, District)
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in	Bihar, Jharkhand
PUNE	Insurance Ombudsman, Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 2nd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

The updated details of Insurance Ombudsman are available on website of IRDAI: www.irda.gov.in, on the website of General Insurance Council: www.gicouncil.org.in, on the Company's website www.religarehealthinsurance.com or from any of the Company's offices. Address and contact number of Executive Council of Insurers—

Office of the 'Executive Council of Insurers'

Secretary General/Secretary,

3rd Floor, Jeevan Seva Annexe,

 $S.V.\,Road,\,Santacruz(W),$ 

Mumbai - 400 054.

Tel: 022-26106889/671/980

Fax: 022-26106949

Email - inscoun@ecoi.co.in