



IFFCO-TOKIO GENERAL INSURANCE CO. LTD.

Regd. Office: 34, Nehru Place, New Delhi - 110 019

TRAVEL PROTECTOR POLICY WORDING

UIN IRDAN106P0015V01200102

PREAMBLE

This Policy is evidence of the contract between You and Us. The Proposal along with any written statement(s), declaration(s) of Yours for the purpose of this Policy forms part of this contract.

This Policy witnesses that in consideration of Your having paid the premium for the period stated in the Schedule, We will indemnify/ pay to You or to the insured person or his/ her legal representatives, as the case may be, in respect of events occurring during the period of insurance in the manner and to the extent set-forth in the Policy including endorsements provided that all the terms, conditions, provisions, and exceptions of this Policy in so far as they relate to anything to be done or complied with by You and/ or insured person have been met.

The Schedule shall form part of this Policy and the term Policy whenever used shall be read as including the Schedule.

Any word or expression to which a specific meaning has been attached in any part of this Policy or of Schedule shall bear such meaning whenever it may appear.

The Policy is based on the information which has been given to Us about the insured person pertaining to the risk insured under the Policy and the truth of this information shall be condition precedent to Your or the insured person's right to recover under this Policy.

DEFINITION OF WORDS

1. **Proposal**: It means any signed proposal by filling up the questionnaires and declarations, written statements and any information including the Medical History and Physician's Report and Certificate in addition thereto supplied to Us by You.
2. **Policy**: It means the Policy booklet, the Schedule and any applicable Endorsement or memoranda. The Policy contains details of the extent of cover available to the insured person, what is excluded from the cover and the conditions on which the Policy is issued.
3. **Schedule**: It means the latest Schedule issued by Us as part of the Policy. It provides details of the Policy, of the insured person and the level of cover the insured person has.
4. **Sum Insured**: It means the monetary amount of coverage shown against the insured person.
5. **We / Our / Us**: It means IFFCO-TOKIO GENERAL INSURANCE COMPANY LTD.
6. **You / Your**: It means the insured person named in the Schedule.
7. **Insured Person**: It means the person proposed for insurance coverage with Us by You for whom the appropriate premium has been paid, on the condition that the permanent place of residence of this insured person is in Republic of India.
8. **Loss**: It means loss or damage
9. **Injury**: It shall mean accidental bodily injury solely and directly caused by external, violent and visible causes. This definition includes accidental bodily injury resulting from exposure to the element of the cause.
10. **Disease**: It means an illness which a Medical Practitioner or Surgeon will certify that the insured person is suffering from and unable to feel as normal.
11. **Hospital / Nursing Home**: It means any institution that is generally recognised as a hospital in the foreign country concerned and it is established for indoor care and treatment of sickness or injuries and is under the

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constant direction of a Physician. Further this institution has sufficient diagnostic and therapeutic facilities at its disposal and restricts the treatment it provides to methods scientifically recognized and clinically tested in that country.

12. **Air Travel:** It means that the insured person is in or boarding an aircraft for the purpose of flying therein or alighting therefrom following a flight.
13. **Hijack:** It means that there is any unlawful seizure or exercise of control by force or violence or threat of force or violence and with wrongful intent of an air or sea common carrier.
14. **Relative / Relation:** It means the insured person's legal spouse, parent, parent-in-law, grandparent, grandparent-in-law, child, brother, sister, brother or sister-in-law, niece or nephew.
15. **Trip:** It means pre-booked and pre-planned travel out of and back to the Republic of India.
16. **Treatment:** It means the surgical or medical procedures, the sole purpose of which is the cure or relief from acute pain or distress for disease/ illness / injury first manifested / occurring during the period of insurance.
17. **Pre-Existing Condition:** It means the chronic illnesses and consequences of such illnesses existing or known at the commencement of the stay abroad, even if they had not been treated, or for illnesses treated or for which medical advice have been sought in the last six months before commencement of the stay abroad including their consequences.
18. **Valuables:** It means photographic, audio, video, computer and any other electronic equipment, telecommunications and electrical equipment, telescopes, binoculars, antiques, watches, jewellery, furs and articles made of precious stones and metals.
19. **Checked Baggage:** It means the baggage handed over by the insured person and accepted by the carrier (airline, coach operator, ferry company) for transportation in the same carrier in which the insured person is going to travel and for which the carrier has issued a baggage receipt.
20. **Money:** It means cash, bank drafts, current coins, bank and currency notes, treasury notes, cheques, postal orders, current postage stamps that are not part of a collection and luncheon voucher.
21. **Physician:** It means a person legally qualified to practice in medicine or surgery duly licensed by his respective jurisdiction provided that this person is not a member of Your family or that of the insured person.
22. **Mercur Assistance:** It means Mercur Assistance Deutschland GmbH, Vogelweidestr.3-81677, Munchen, Germany, Europe.
23. **Paramount:** It means Paramount Health Services Pvt. Ltd. 81-Barodwala Mansion,B-Wing,Gr.Flr.,Dr.A.B.Road,Worli,Mumbai-400 018.
24. **Insured Event:** It means the medically imperative curative treatment of an insured person for an illness or the consequences of an accident. The insured event begins with the commencement of the curative treatment and ends when on the strength of medical findings, there is no longer any need for treatment. If the curative treatment needs to be extended to an illness or the consequence of an accident that is not causally related to the already treated one, a new insured event shall be deemed to have occurred. The insured event is also deemed to include necessary transportation home (repatriation) for the purposes of the aforementioned medically necessary treatment.
25. **Finalisation of the insurance contract:** It means that:
 - a. The Insurance Policy must be concluded prior to the trip abroad by means of the Proposal Form provided for this purpose. Insurance policies that are taken after the commencement of the trip are deemed to be invalid.
 - b. The Insurance Policy comes into effect when the Insurance Policy Schedule is issued, which will be done only on acceptance of the Proposal by Us and payment of the full premium by You.
26. **Period of Insurance:** This is valid from the commencement to the end of the insurance cover and this duration is shown on the Schedule of the Policy:
 - (a) **Commencement of the Insurance Cover:** The Insurance Cover begins on the day specified in the Policy Schedule, but not before the finalisation of the insurance contract and not before the international border is crossed to go abroad.

(b) **End of the Insurance Cover:** The Insurance Cover terminates (i) with the end of the insurance period or (ii) with the end of the period abroad, whichever is earlier. The period abroad shall be deemed to end when the insured person crosses the international border into the country whose nationality he / she possesses or in which he / she has a main place of residence. However, in case of transportation home on the advice of the Medical Assistance Teams of Mercur Assistance, the coverage for treatment will be as provided in Section 1 under Item 3 of "What is Covered" i.e. the balance period plus 30 days.

(c) **Automatic Extension of Period of Insurance**

- (i) The period of insurance is automatically extended for the period not exceeding 7(seven) days, and without any extra charge, if necessitated by the delay of public transport services beyond the control of the insured person for which he/ she is not able to commence the return journey.
- (ii) Further, if an injury/ illness/ accident covered under the Policy is contracted during the Insurance Period and continues beyond the expiry date of this Policy which necessitates curative treatment beyond the end of Insurance Period, Our liability to pay benefits within the scope of this Policy shall extend for a further 30 days in case of the Specified Trip Policy and 60 days in case of the Annual Cover in so far as it can be proved that transportation home is not possible. If any new illness/ injury is proved to have been contracted beyond the expiry date of the Policy, treatment for the same would not be covered.

27. **Reasonable and Customary charges:** It means a charge for medical care which shall be considered reasonable and customary to the extent that it does not exceed the general level of charges being made by others of similar standing in the locality where the charge is incurred when furnishing like or comparable treatment, services or supplies to individuals of the same sex and of comparable age, for a similar disease or injury.

28. **Insurance Period:** It means the period for which the premium is paid and it will be the same as the Period of Insurance in case of the Specified Trip Policy and in case of the Annual Cover it will be the maximum days specified per trip.

SCOPE OF BENEFITS

SECTION 1 – HEALTH COVER



WHAT IS COVERED	WHAT IS NOT COVERED
<p>If the insured person falls ill or contracts any disease or sustains an accident whilst abroad during the Period of Insurance, then We will reimburse the following costs:</p> <p>1. Medical Expenses: Costs incurred for medically necessary treatment during a temporary stay abroad less the deductible stated in the Schedule. Within the meaning of these coverages, treatment is deemed to include only the following :</p> <ul style="list-style-type: none"> (a) Out patient treatment. (b) In patient treatment in a local hospital at the place the insured person is staying or at the nearest suitable hospital. (c) Medical aid that is necessary as part of the treatment for broken limbs or injuries (e.g. plaster casts, bandages and walking aids) prescribed by a physician. (d) Radiotherapy, heat therapy or phototherapy and other such treatment prescribed by a physician. (e) X-Ray, Diagnostic tests. (f) Cost of transportation including necessary medical care enroute by recognized emergency services for medical attention at the nearest 	<p>We will not pay:</p> <ul style="list-style-type: none"> 1. For deductible mentioned in the Schedule except in case of Hospital Daily Allowance. 2. For treatment abroad if that is the sole reason or one of the reasons for temporary stay abroad. 3. Medical expenses / services, the need for which arises out of a pre-existing condition. 4. For a treatment which could reasonably be delayed until the insured person's return to the Republic of India. The question of what can or what cannot be reasonably delayed will be decided jointly by the treating physicians and Mercur Assistance's Medical Team. 5. For treatment of orthopedic, degenerative or oncologic diseases, unless the medical assistance provided abroad involves unforeseen emergency measures to save the insured person's life or measures solely designed to relieve the acute pain. 6. For charges in excess of reasonable and customary charges. 7. For any costs incurred in connection with cancer treatment, unless the medical assistance provided abroad involves unforeseen emergency measures to

<p>hospital or from the nearest available physician.</p> <p>(g) Cost of being transferred to a special clinic if this is medically necessary and prescribed by a Physician.</p> <p>(h) Life saving unforeseen emergency measures or measures solely designed to relieve acute pain provided to the insured person by medical assistance for disease / accident including their consequences arising out of a pre-existing condition. This coverage is specifically subject to General Exclusions (2) of this Policy and will not include "Transportation" described in Item 3 of "What Is Covered" of Section 1 of the Health Cover of this Policy.</p> <p>2. Dental treatment: In principle for only acute anaesthetic treatment of a natural tooth or teeth upto the maximum limit shown in the Schedule. However dental treatment rendered necessary as a result of a covered accident shall be up to the maximum limit of medical expenses and deductible shown in the Schedule.</p> <p>3. Transportation:</p> <p>(a) Extra costs of medically necessary and prescribed transportation from the foreign country to the insured person's permanent country of residence provided that -</p> <p>i) Extra costs in the event of transportation home are the additional costs arising for the return journey home as a consequence of the insured event.</p> <p>ii) If the insured person is transportable from a medical point of view, it is the decision of Mercur Assistance whether the insured person is repatriated to India or not.</p> <p>(b) Additional extra costs for an accompanying person, if it is medically necessary or officially required that the insured person be accompanied in this way.</p> <p>(c) In the event of the death of the insured person due to illness/ injuries covered on the trip abroad, extra costs of transporting the mortal remains of the deceased back home or up to an equivalent amount for a local burial or cremation in the country where the death occurred up to the limit stipulated in the Schedule.</p> <p>3. Balance Period of Policy + 30 days: If Mercur Assistance advises that the continued treatment in the Republic of India is appropriate, then We will pay the medical expenses incurred in India for the same illness/ bodily injury contracted abroad following the transportation home at the usual customary level, for treatment received within the Insurance Period or for a maximum of 30 days beyond the Insurance Period provided the disease/ injury/ illness is contracted within the Insurance Period.</p> <p>4. Hospital Daily Allowance: In the event of the insured person being hospitalised for a period of more than 48 hours and also if We have accepted a liability under the Medical Expenses cover aforementioned, then</p>	<p>save the insured person's life or measures solely designed to relieve the acute pain.</p> <p>8. For treatments relating to the removal of physical flaws or anomalies (cosmetic treatment).</p> <p>9. For any costs incurred in connection with rest cures or recuperation at a spa or health resort, sanatorium, convalescence home or similar institution.</p> <p>10. For any costs related to mental or psychiatric disorders.</p> <p>11. For pregnancy, childbirth and their consequences. In the event of acute complications in the course of pregnancy however, We will indemnify within the scope of the Policy, medical measures to directly avert danger to the life of the mother and / or child, on the condition that the pregnant woman has not reached the age of 38 and the 30th week of the pregnancy is not yet completed.</p> <p>12. For medical treatment of typical complaints suffered during pregnancy and their consequences, including changes in the chronic conditions as a result of pregnancy</p> <p>13. For check ups during pregnancy or treatment of the pregnancy.</p> <p>14. For treatment by relatives.</p> <p>15. For rehabilitation and physiotherapy or the costs of prostheses (artificial limbs etc.)</p> <p>16. For any other costs not listed as indemnifiable under "What is Covered".</p> <p>17. For any claim in respect of Hospital Daily Allowance for the first 48 hours</p>
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We will pay You / insured person US \$ 30 for each day the insured person stays in a hospital subject to the maximum limit as mentioned in the Schedule.



SECTION 2 – TOTAL LOSS OF BAGGAGE INCLUDING DELAY OF BAGGAGE

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will reimburse for total loss of baggage caused by a carrier (i.e. airline, coach operator, ferry company etc.) up to the limits stipulated in the Schedule provided that:</p> <ol style="list-style-type: none"> 1. The amount payable in respect of any one article, pair or set is limited to the amount stated in the Schedule. 2. You made a report to the Police within 24 hours after You become aware of the loss. 3. You provide all the Reports concerning the loss to Mercur Assistance. 4. We will pay the benefit on Market Value. Market Value is the sum required to purchase new items of the same kind and quality less a figure representing the condition of the articles insured (age, wear, usage etc.) <p><u>Additional Benefits:</u> (Delay of Baggage) We will pay up to the limit of cover shown in the Schedule for costs of necessary emergency purchases of essential items in the event of the insured person suffering a temporary loss of his / her baggage while being transported during the journey provided that:</p> <ol style="list-style-type: none"> a) The delay of baggage is more than 12 hours from the scheduled arrival time at the destination and relates to delivery of baggage that has been checked in by the carrier. b) You give Us written proof of delay from the carrier. c) You give Us the receipts of the essential personal items You buy. d) Any claim under this additional benefit will be offset against any claim payable under Total Loss of Baggage. 	<p>We will not pay –</p> <ol style="list-style-type: none"> 1. For valuables and money as defined, all kinds of securities and tickets. The valuables should at all times be carried on the insured person. 2. For loss of property unless the Property Irregularity Report has been obtained from the carrier after the discovery of loss by the insured person. 3. For any partial loss. However loss of individual units of baggage will be considered as a total loss. 4. For items valued in excess of US \$ 100 without proof of ownership. 5. For losses arising from any delay, detention, confiscation or distribution by custom s officials or other public authorities.



SECTION 3 HIJACK DISTRESS ALLOWANCE

WHAT IS COVERED	WHAT IS NOT COVERED
<p>In the event of air or sea common carrier in which You or the insured person is travelling is hijacked on the trip abroad during the Period of Insurance for more than 12 hours, and the journey is interrupted, then We will pay US \$ 125 for each day to each insured person up to the maximum limit mentioned in the Schedule.</p>	<p>We will not pay for:</p> <ol style="list-style-type: none"> 1. First 12 hours of hijacking 2. More than US \$ 875 in respect of one insured person during the Period of Insurance. 3. Any claim where the insured person is considered as the principal or accessory in the hijacking. 4. Any claim as a consequence of change in the direction of the route of the carrier due to traffic, weather, fuel shortage, technical snag or security reasons.

SECTION 4. LOSS OF PASSPORT



WHAT IS COVERED	WHAT IS NOT COVERED
<p>In the event that the passport belonging to the insured person is lost, We will pay up to the limit stipulated in the Policy Schedule for the reimbursement of actual expenses necessarily and reasonably incurred in connection with obtaining a duplicate or fresh passport.</p>	<p>We will not pay for:</p> <ol style="list-style-type: none"> 1. Loss of the passport due to delay or confiscation or detention by the customs, police or public authorities. 2. Loss of the passport due to theft unless it has been reported to the Police within 24 hours of You or the insured person becoming aware of the theft and a written Police Report obtained. 3. Loss of the passport due to it being left unattended or forgotten by You or the insured person in a public place or public transport, hotel or apartment. 4. Loss or theft of the passport from a private place or from a private vehicle unless it was located in a locked hotel room or apartment and forcible and violent entry was used to gain access to it.

SECTION 5. FINANCIAL EMERGENCY ASSISTANCE COVER.



WHAT IS COVERED	WHAT IS NOT COVERED
<p>In the event of the insured person getting into a financial emergency due to theft, pilferage, robbery, dacoity of his travel funds, We will pay up to the amount stipulated in the Schedule.</p>	<p>We will not pay for:</p> <ol style="list-style-type: none"> i. Any claim reported in excess of 30 days after the occurrence of the incident, giving rise to a claim. ii. Any loss or shortage due to currency fluctuation, errors, omission, exchange loss or depreciation in value. iii. Any loss not reported to the Police having jurisdiction at the place of loss within 24 hours of the incident and a written Report obtained. iv. Any claim in respect of loss of travellers' cheques not immediately reported to the local branches or agents of the issuing authority. v. Loss of money not kept in the personal custody of the insured person.

SECTION 6. PERSONAL LIABILITY



WHAT IS COVERED	WHAT IS NOT COVERED
<p>In the event the insured person becomes legally liable to a third party under statutory liability provisions in private law for an incident which results in death, injury or damage to the health of a person or damage to his/her properties, We will pay up to the limit stipulated in the Schedule provided that the incident takes place on a trip abroad during the Period of Insurance.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> I. Any claim up to the deductible stated in the Schedule. The deductible will apply to each insured event and shall be borne by the insured person. II. Any claim arising from employer's liability or contractual liability or through special promises made by the insured person. III. Any claim of personal liability of the insured person towards his/ her family, relations and travelling companions, whether personal or official. IV. Any claim resulting from transmission of an illness or disease by the insured person. V. Any claim or damage resulting from professional activities by the insured person. VI. Any claim for liability arising directly or indirectly from or due to: <ul style="list-style-type: none"> a) As a keeper or owner of animals. b) Ownership, possession of vehicles, aircrafts, watercrafts, or activities of the insured person in parachuting, hang-gliding, hot air ballooning or use of firearms. c) Any willful, malicious or unlawful act. d) Insanity, the use of any alcohol/ drugs (except as medically prescribed) or drug addiction. e) Any supply of goods or services. f) Any ownership or occupation of land or buildings other than the occupation only of any temporary residence.

Limit of Liability:

Our liability for this Section shall be limited to the maximum per insured trip equal to the Sum Insured mentioned in the Schedule.

SPECIAL CONDITIONS:

1. Our liability comprises checking the question of personal liability, contesting unjustified claims and providing indemnity for damages which You or the insured person has to pay. For indemnity to be provided against damages, the damages must be payable under an acceptance of liability given or approved by Us or under a judicial decision.
2. If there is a legal action with the claimant or his/ her heirs or assignees over a personal liability claim, We may conduct the legal action at Our expenses in the name of the insured person and You or the insured person will allow us to do so.
3. If an event insured against occurs which may result in a personal liability claim falling within the cover provided and if there are criminal proceedings relating to this event and if in these proceedings, We wish to appoint a defence counsel for You or the insured person or approve such an appointment, We will pay the costs of this counsel.
4. If We wish to settle a personal liability claim by accepting liability or making an out of court settlement and cannot do so due to resistance by the insured person, We shall not be liable to pay the extra expenditure incurred from the date of refusal in respect of main sum, interest and cost.



SECTION 7: PERSONAL ACCIDENT

An accident is considered to have occurred:

- a. If the insured person suffers involuntary damage to his/ her health as a result of an event that suddenly infringes on his / her body from outside.
- b. If due to excessive exertion, a joint is dislocated or muscles, ligaments, tendons or capsules are strained or torn.

WHAT IS COVERED	WHAT IS NOT COVERED
<p>If the insured person meets with an accident on a trip abroad which leads to death or subsequent disablement of the insured person, We will provide insurance services to the insured person in the following way:</p> <ol style="list-style-type: none"> 1. <u>Death of insured person:</u> If following an accident that causes death of the insured person within one year from the date of accident, We will pay to the legal heirs of the insured person the Sum Insured mentioned in the Schedule. 2. <u>Permanent disablement of the insured person:</u> If following an accident which causes permanent impairment of the insured person's mental or physical capabilities, We will pay the following benefits depending upon the degree of disablement as provided in the Table of Benefits provided that: <ol style="list-style-type: none"> a) The disablement must occur within a year of the accident b) The disablement must be confirmed and claimed for prior to the expiry of a further period of 3 months 	<p>We will not pay for:</p> <ol style="list-style-type: none"> 1. Accidents due to mental disorders or disturbances of consciousness, strokes, fits which affect the entire body and pathological disturbances caused by the mental reaction. 2. Damage to health caused by curative measures, radiation, infection and poisoning except where these arise from an accident. 3. Any payment under this Section during any one Period of Insurance by which Our liability in that period would exceed the sum payable in the event of death. 4. More than US \$ 5000 in respect of death if the insured person is below the age of 16 years at the time of effecting this insurance. 5. Any other claim after a claim for death has been admitted and becomes payable. 6. Any claim which arises out of an accident where the cause has to do with the operation of an aircraft or which occurs during parachuting except when the insured person is flying as a passenger on a multi engine aircraft. 7. Any claim arising out of an accident relating to pregnancy or childbirth, venereal disease or infirmity.

TABLE OF BENEFITS	PERCENTAGE OF SUM INSURED MENTIONED IN THE SCHEDULE
1. Death	100
2. Loss or Inability to function of	
a) An arm at the shoulder joint	70
b) An arm to a point above the elbow joint	65
c) An arm below the elbow joint	60
d) A hand at the wrist	55
e) A thumb	20
f) An index finger	10
g) Any other finger	5
h) A leg above the center of the femur	70
i) A leg up to a point below the femur	65
j) A leg to a point below the knee	50
k) A leg up to the center of the tibia	45
l) A foot at the ankle	40
m) A big toe	5
n) Some other toe	2
o) An eye	50
p) Hearing in one ear	30
q) Sense of smell	10
r) Sense of taste	5

SPECIAL CONDITIONS APPLYING TO THE PERSONAL ACCIDENT SECTION

1. In the event of partial loss or impairment of the function of one of the above parts of the body or senses, the appropriate proportion of the percentage stated in the Table of Benefits will be considered by the Medical Team of Mercur Assistance or Paramount.
2. If the accident impairs a number of physical or mental functions, the degree of disablement given in the Table of Benefits will be added together, but not exceeding 100% of the Sum Insured stated in the Schedule.
3. If the accident affects parts of the body or senses whose loss or inability to function is not dealt with above, the governing factor in such a case will be how far normal physical or mental capabilities are impaired, solely from a medical point of view as ascertained by Mercur Assistance or Paramount.
4. If the accident affects any physical or mental function, which was already impaired beforehand, a deduction will be made equal in amount to this prior disablement.
5. If the insured person dies for a reason unconnected with the accident within a year of the accident or for whatever reasons after more than a year from the accident, and if a claim for disablement payment had arisen, then the payment will be made in accordance with the degree of disablement which would have been expected to exist from the findings of the last medical examination made.
6. In the event of permanent disablement, the insured person will be under obligation:
 - a) To have himself / herself examined by doctors appointed by Us or on Our behalf and We will pay the costs involved thereof.
 - b) To authorize doctors providing treatments or giving expert opinion, other insurers and any other authority to supply Us any information that may be required. If the obligations are not met with due to whatsoever reasons, We may be relieved of Our liability to pay.
7. In the event of permanent disablement, a disablement payment cannot be claimed prior to completion of the healing process or within one year of occurrence of the accident, whichever is earlier.

GENERAL EXCLUSIONS (WHAT IS NOT COVERED BY THE WHOLE POLICY):

We will not pay:

1. For any claim relating to events occurring before the commencement of the cover.
2. For any claim if the insured person –
 - a) Is travelling against the advice of a physician.
 - b) Is receiving or on a waiting list for specified medical treatment declared in a physician's report or certificate or
 - c) Has received terminal prognosis for a medical condition.
 - d) Is taking part in a naval, military or air force operation.
3. For any claim arising out of illnesses or accidents that the insured person has caused intentionally or by committing a crime or as a result of drunkenness or addiction (drugs, alcohol).
4. For any claim arising out of mental disorder, anxiety, stress, depression, venereal disease or any loss directly or indirectly attributable to HIV (Human Immuno Deficiency Virus) and / or any HIV related illness including AIDS (Acquired Immuno Deficiency Syndrome) and / or any mutant derivative or variations thereof howsoever caused.
5. For illness and accidents that are results of war and warlike occurrence or invasion, acts of foreign enemies, hostilities, civil war, rebellion, insurrection, military or usurped power, active participation in riots, confiscation or nationalisation or requisition of or destruction of or damage to property by or under the order of any government or local authority.
6. For any claim arising from damage to any property or any loss or expense whatsoever resulting or arising from or any consequential loss directly or indirectly caused by or contributed to or arising from:
 - a) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or
 - b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
7. For any claim arising out of sporting risk in so far as they involve the training or participation in competitions of professional or semi professional sportsmen or women (unless declared beforehand) and necessary additional premium paid.

GENERAL CONDITIONS (APPLICABLE TO THE WHOLE POLICY)

1. **Reasonable Precautions** You / insured person shall take all reasonable precautions to prevent injury, illness, disease and damage in order to minimize claims. Failure to do so will prejudice the insured person's claim under this Policy.
2. **Validity:** The Policy will be valid only if the insured person commences the journey within 14 days of the first day of insurance as indicated in the Policy Schedule.
3. **Misdescription** The Policy shall be void and all premium paid by You to Us will be forfeited in the event of a misrepresentation or concealment of any material information.
4. **Changes in Circumstances** You must inform Us, as soon as reasonably possible of any change in information You have provided to Us about the insured person which may affect the insurance cover provided.

5. **Claim Procedure:**

- (a) **Procedure in the event of an Accident or Illness:** In the event of an accident or sudden illness, You or the insured person shall immediately contact the Alarm Center of Paramount or Mercur Assistance (but preferably Paramount) stating the details given on the Policy.

If it is not possible to make this emergency call before consulting a physician or going to the hospital, You or the insured person shall contact the Alarm Centre as soon as possible. In either case, when being admitted as a patient, the insured person shall show the physician or personnel the Insurance Policy issued to him.

Failure to do so may prejudice your claim, as Our liability will only attach in case of Medical Expenses if these are incurred with the approval of Mercur Assistance

- (b) **Procedure in case of Loss of Baggage or Passport:** The total loss of baggage caused by a carrier has to be reported to them and a Property Irregularity Report (P.I.R.) has to be obtained. Please enclose the original Report together with the ticket(s) and baggage receipt(s) along with the Claim Form.

The loss of passport has to be reported to the Police authority within 24 hours of discovery and an official Report has to be obtained. Please enclose the original Report with the Claim Form. Failure to do so may prejudice your claim.

- (c) **Procedure in case of Financial Emergency:** The insured person shall immediately contact the Alarm Center of Paramount or Mercur Assistance (but preferably Paramount) stating the details given on his / her Insurance Policy along with the Police Report containing the passport number and a written statement narrating the incident of loss i.e. cause, circumstances and the place of loss.

Failure to do so may prejudice your claim.

- (d) **Procedure in case of Hijacking:** It is required that for any claim under hijacking, the incident should be confirmed by the Police. The Police Report should contain details such as the passport number of the insured person and the period of hijack. In rare cases, We may consider the other supporting documents such as a Report issued by the airlines, newspaper reports, TV and other media coverage with regard to the hijacking incident.

6. **Claims Settlement**

- (a) **Direct Payment:** If the procedure stated under 5(a) above is complied with, Mercur Assistance will give a benefit guarantee to the provider for the costs of hospitalisation, transportation by emergency services, transportation home for insured person and any covered accompanying person, transportation of the mortal remains and local burial listed under Section I (What Is Covered) and also in case of claims arising out of Financial Emergency listed under Section 5 and Personal Liability listed under Section 6 of the Policy. These costs will be settled directly by Mercur

Assistance on Our behalf and for Our account. You shall release physicians and providers contacted by Mercur Assistance from their duty not to disclose information about the insured person's case.

(b) **Reimbursement:**

- (i) If the procedures stated under 5 (a) above are not complied with, the reasons for this shall have to be given to Us by You. After examining the facts and establishing liability to pay indemnification, Paramount will reimburse You for the costs listed under 6(a) above on Our behalf and for Our account.
- (ii) Besides the above, if both You / insured person and Mercur Assistance agree that even though the procedure under 5 (a) is complied with, the claim should be settled on a reimbursement basis by Paramount, then it will be done so accordingly.
- (iii) The claim will also be settled on reimbursement basis by Paramount for costs incurred for pharmaceuticals, other out patient treatment and hospital daily allowance benefit under Section 1.
- (iv) Further, the claims for benefits listed under other Sections i.e. Sections 2,3,4 and 7 will also be settled by Paramount.

We shall only be liable to pay indemnification or benefit if, besides proof of insurance cover, the documentary proof required under Items (i) to (vii) below is provided to Us.

Bills and vouchers in support of any claim shall become Our property.

- i) The original bills and vouchers must be submitted.
- ii) Bills/ vouchers/ reports/ discharge summary must contain the name of the person treated, the type of illness, details of the individual items of medical treatment provided and the dates of treatment. Prescriptions must clearly show the medicines prescribed, the price and the receipt stamp of the pharmacy. In the case of dental treatment, the bills/ vouchers/ reports must give the details of the tooth treated and the treatment performed.
- iii) A claim for reimbursement of the costs of transporting home mortal remains or the costs of burial abroad must be substantiated by an official death certificate and a physician's statement giving the cause of death. A claim for reimbursement of the costs of transportation home must be substantiated by the submission of the bill/ voucher and a medical statement indicating the illness. The medical statement should certify the medical necessity of the transportation. Medical statements from relations or spouses will not be accepted.
- iv. It is required that for any claim under Hijacking, the incident should be confirmed by the Police. The Police Report should contain details such as the passport number of the insured person, period of hijacking. In rare cases, We may consider other supporting documents such as Report issued by the airlines, newspaper reports, TV and other media coverage with regard to the hijacking incident.
- v. It is provided that for any claim under Loss of Passport, the basis of settlement will be the cost of replacing the passport inclusive of the application money, fees, stamps, cost of a professional accountant, solicitor and other incidental costs but excluding any transportation cost and time delay which are necessary for the purpose of getting the duplicate or fresh passport.
- vi. A claim under Hospital Daily Allowance is payable only in respect of insured person(s) between the ages of 21 – 60 years provided that they are earning which should be proved by a salary / income certificate of the insured person.
- vii. If Paramount requests that bills / vouchers in a foreign language be accompanied by an appropriate translation then the costs of such translation must be borne by the insured person / You.
 - (a) Reimbursement of all claims by Paramount will be in Indian Rupees at the exchange rate applicable on the date the amount is billed. If, however, it can be proved that the necessary foreign currency to pay the bill was obtained at a less favourable rate, this will be taken as the applicable exchange rate.

- (b) The cost of the translations that have to be made by Mercur Assistance or Paramount will be deducted from the insurance claim.

7. **Obligations:**

- I. Claims for insurance benefits must be submitted to Paramount not later than one month after the completion of the treatment or transportation home, or in the event of death, after transportation of the mortal remains / burial.
- II. You or the insured person shall provide Paramount on demand any information that is required to determine the occurrence of the insured event or our liability to pay the benefits. In particular, at the request of Paramount, proof shall be furnished of the actual commencement date of the trip abroad.
- III. If requested to do so by Mercur Assistance, You or the insured person shall authorize Mercur Assistance to obtain all the information considered necessary from third parties (physicians, dentists, alternative practitioners, medical institutions of any kind, insurance companies, health or pension offices) and release these parties from their obligation not to disclose information.
- IV. If requested to do so by Mercur Assistance, the insured person is obliged to undergo a medical examination by a physician designated by Mercur Assistance.
- V. Mercur Assistance is authorised by You to take all measures that are suitable for loss prevention and claim minimisation which includes the insured person's transportation back home with simultaneous consideration of the insured person's interests.
- VI. We shall be released from any obligation to pay insurance benefits if any of the aforementioned obligations are breached.

8. **Transfer and Set-off of Claims:**

- a) If You or the insured person have claims for damages of a non-insurance nature against third parties, such claims shall be transferred in writing to Us up to the amount for which the reimbursement of costs is made by Us in accordance with the insurance contract. If You or the insured person surrender such a claim or any right serving to secure such a claim without Our consent, then We are released from Our obligation to provide indemnification in so far the insured person could have attained a recovery from the claim or right.
 - b) In so far as an insured person receives compensation for costs he / she has incurred either from third parties liable for damages or as a result of other legal circumstances, We are entitled to set off this compensation against the insurance benefits payable.
 - c) Claims to the insurance benefits may be neither pledged nor transferred by the insured person.
9. **Fraud:** If a claim is fraudulent in any respect or supported by any fraudulent statement or device with or without your knowledge or that of insured person, all benefit(s) under this Policy shall be forfeited.
10. **Cancellation:** Cancellation of the policy may be done only in cases where a journey is not undertaken and only on production of the insured person's passport and cancelled ticket as a proof that the journey has not been undertaken. Any request for cancellation will be entertained not earlier than 14 days after the first day of insurance as indicated in the Policy Schedule. Such cancellation will be subject to deduction of the cancellation charge by the underwriters as applicable.
11. We will not be bound to take notice or be affected by any notice of any trust, charge, licence, assignment or other dealings with or relating to this Policy. Your receipt or the receipt of the Insured person shall in all cases be an effective discharge for Us.
12. **Arbitration** Should any dispute arise between You and Us on the quantum of the amount payable (liability being admitted by Us), such a dispute will be referred to an arbitrator to be appointed in accordance with the statutory provisions of India in force at that time. Further, if any dispute is referable or referred to arbitration, the making of an award by arbitration, shall be a condition precedent to any right of action by You against Us.
13. No sum payable under this Policy shall carry any interest / penalty.
14. **Contribution:** If at any time of the happening of any loss/ damage covered by this Policy, there shall be existing any other insurance of any nature whatsoever covering the same contingency whether effected by You/ insured person or not, We shall not be liable to pay or contribute more than the rateable portion of loss / damage. This Condition does not apply to Personal Accident (Section 7) claims.

15. **Geographical Scope:** The insurance cover applies in the foreign countries stated in the Policy Schedule, except for those countries the citizenships of which the insured person possesses or where the insured person has a permanent place of residence.
16. **Dispute Resolution Procedure:**

This contract of insurance includes the following dispute resolution procedure, which is exclusive and a material part of this contract of insurance.

 - a. **Nature of Coverage:** This Policy is not a general health insurance policy. Coverage under the Medical Expenses Section of this insurance is intended for use by the insured person in the event of a sudden and unexpected sickness or accident arising when the insured person is outside the Republic of India on a trip abroad.
 - b. **Choice of Law:** The parties to this Insurance Policy expressly agree that the laws of the Republic of India shall govern the validity, construction, interpretation and effect of this Policy.
17. In the event of the insured person's death, We or Our representatives shall have the right to carry out a post mortem at Our expense.
18. Any claim which has not been conclusively proven or the amount thereof clearly substantiated, shall not be payable.
19. No person shall admit liability or make any offer or promise of payment without Our written consent.
20. This insurance does not operate beyond a period of 125 days of continuous absence of the insured person from the Republic of India unless specifically agreed to by Us.

Paramount Health Services Pvt. Ltd.

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