

Policy Wordings



OVERSEAS TRAVEL ACCIDENT – ASIA TRAVEL GUARD

Tata AIG General Insurance Company Limited (We, Our or Us) will provide the insurance described in this Policy and any endorsements thereto for the Insured Period as defined in this Policy, to the Insured Persons named in the Policy Schedule and in reliance upon the statements contained in the Proposal which shall be the basis of this Policy and are deemed to be incorporated herein in return for the payment of the required premium when due and compliance with all applicable provisions of this Policy.

The insurance provided under this Policy is only with respect to such and so many of the benefits as are indicated by a specific amount set opposite in the Policy Schedule or the Schedule of Benefits (refer to Part F. of this Policy).

This Policy will only be in force if the Policy Schedule is signed by a person We have authorized.

Authorised Signatory

For Tata AIG General Insurance Company Ltd.

Atri Chakraborty

National Head – Operations & Systems

Tata AIG General Insurance Company Ltd.

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WITH YOU ALWAYS

Part A: General Definitions

We use certain words in this Policy and Policy Schedule, which have a specific meaning and are shown under the heading of General Definitions in the Policy. They have this meaning wherever they appear in the Policy or Policy Schedule and are shown with an initial capital letter. Where the context so permits, references to the singular shall also include references to the plural and references to the male gender shall also include references to the female gender, and vice-versa in both cases.

Accident - means a sudden, unforeseen, and involuntary event caused by external, visible and violent means.

Acquired Immune Deficiency Syndrome - means the meanings assigned to it by the World Health Organization. Acquired Immune Deficiency Syndrome shall include HIV (Human Immune-deficiency Virus), encephalopathy (dementia), HIV Wasting Syndrome, and ARC (AIDS Related Condition).

Act of Terrorism - An act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

Age - means completed years as at the Effective Date.

Assistance Company - as designated by Us.

Common Carrier - means any civilian land or water conveyance or Scheduled Aircraft in each case operated under a valid license for the transportation of passengers for hire.

Condition precedent - means a policy term or condition upon which the insurer's liability under the policy is conditional upon.

Congenital Anomaly - means a condition(s) which is present since birth, and which is abnormal with reference to form, structure or position.

- **Internal Congenital Anomaly** - which is not in the visible and accessible parts of the body
- **External Congenital Anomaly** - which is in the visible and accessible parts of the body.

Day - means a period of 24 consecutive hours.

Disease/Illness - means a pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical Treatment.

- (a) **Acute Condition** - is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/illness/injury which leads to full recovery.
- (b) **Chronic Condition** - A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:

- it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and/or tests
- it needs ongoing or long-term control or relief of symptoms
- it requires your rehabilitation or for you to be specially trained to cope with it
- it continues indefinitely it comes back or is likely to come back.

Deductible - means a cost-sharing requirement under a health insurance policy that provides that the Insurer will not be liable for a specified rupee amount in case of indemnity policies and for a specified number of days/ hours in case of hospital cash policies which will apply before any benefits are payable by the insurer. A deductible does not reduce the sum insured.

The deductible is applicable per event.

Eligible Children - means named dependent children including adopted and step children of the Insured Person between Ages six (6) months and eighteen (18) years (twenty three (23) years if attending as a full time student an accredited Institution of Higher Learning) who are unmarried, who permanently reside with the Insured Person, and receive the majority of maintenance and support from the Insured Person.

Eligible Family - means the Insured Person and/or the Insured Person's Spouse and/or, the Insured Person's Children.

Hospital - means any institution established for in- patient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and Regulation) Act, 2010 or under the enactments specified under the Schedule of Section 56(1) of the said Act or complies with all minimum criteria as under:

- has qualified nursing staff under its employment round the clock;
- has at least 10 inpatient beds, in towns having a population of less than 10,00,000 and at least 15 inpatient beds in all other places;
- has qualified medical practitioner (s) in charge round the clock;
- has a fully equipped operation theater of its own where surgical procedures are carried out ;
- maintains daily records of patients and will make these accessible to the Insurance Company's authorized personnel.

IRDA - means Insurance Regulatory and Development Authority.

Immediate Family Member - means an Insured Person's legal spouse; children; children-in-law; parents; parents-in-law; legal guardian, ward; step-parents; who reside in India.

Injury - means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner / Physician.

Insured Journey - means any journey undertaken during the Trip which commences when the passenger boards the aircraft for onward overseas journey and terminates when he disembarks on return to India or the Expiration date whichever is earlier.

Insured Period(s) - means with respect to the Policy, the period commencing with the Effective Date of the Policy and terminating with the Expiration Date of the Policy as stated in the Policy Schedule and any subsequent period for which the Policy may be renewed.

Insured Person - means the Insured Person up to Age 70 who resides permanently in India, or eligible Spouse and/or Eligible Children named in the Policy Schedule as being eligible to become insured under this Policy and for whom an individual Proposal Form for insurance has been received and approved by Us.

Land/Sea Arrangements - means pre-paid travel arrangements for a scheduled tour, trip or cruise included within the description of covered Trips on the Proposal Form and arranged by a tour operator, travel agent, cruise line or other organization.

Medical Advice - means any consultation or advice from a medical Practitioner including the issue of any prescription or repeat prescription.

Medical Expenses - means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.

Medically Necessary - means any treatment is defined as any treatment, tests, medication, or stay in *hospital* or part of a stay in *hospital* which

- is required for the medical management of the illness or injury suffered by the insured;
- must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
- must have been prescribed by a *medical practitioner*;
- must conform to the professional standards widely accepted in international medical practice or by the medical community in India.

Physician/Medical Practitioner - means a person who holds a valid registration from the medical council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or State Government and is thereby entitled to practice medicine within its jurisdiction, and is acting within the scope and jurisdiction of his license.

Medical Practitioner will not be (a) an Insured Person or (b) Your Immediate Family Member or c) or anyone who is living in the same household as the Insured

Policy - means the insurance contract, the Policy Schedule, and any attached enrollment forms, endorsements, papers or riders.

Policy Schedule - means the Policy Schedule attached to and forming part of the Policy.

Pre-existing Condition - means any condition, ailment or injury or related condition(s) for which Insured Person had signs or symptoms,

and/or were diagnosed, and/or received medical advice/ treatment, within 48 months prior to the commencement of the first Policy issued by the insurer.

Proposal Form - means the basis of this Policy and is deemed to be attached and which forms a part of this Policy.

Professional Sports - means a sport, which remunerates a player in excess of 50% of his or her income as a means of their livelihood.

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.

Scheduled Airline - means any civilian aircraft operated by a civilian scheduled air carrier holding a certificate, license or similar authorization for civilian scheduled air carrier transport issued by the country of the aircraft's registry, and which in accordance therewith flies, maintains and publishes tariffs for regular passenger service between named cities at regular and specified times, on regular or chartered flights operated by such carrier.

Serious Injury or Sickness - means Injury or Sickness certified as being dangerous to life by a legally qualified Physician.

Sickness - means illness first manifested and contracted during the Trip and commencing after the Effective Date of the Policy Schedule.

Single Trip Insurance - means the Trip specified on the Policy Schedule for which the Effective Date and Expiration Date are specified on the Policy Schedule.

Sound Natural Teeth - means natural teeth that either are 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.

Spouse - means Your legal husband or wife, who is between the Ages of 18 and 70 years old, and is living in Your residence.

Subrogation - means the 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.

Traveling Companion - means up to two (2) named person(s) who is/are booked to accompany You on the Trip.

Trip - means any Insured Journey during the Insured Period which starts and finishes in India and involves a destination(s) outside India; which lasts or is expected to last for: 14 Days or less.

War - means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

We, Us, Our - means Tata AIG General Insurance Company Limited.

You/Your/Yourself - means the Insured Person(s) who is named in the Policy Schedule.

Part B: General Exclusions

This entire Policy does not provide benefits for any loss resulting in whole or in part from, or expenses incurred, directly or indirectly in respect of:

1. where the Insured Person is travelling against the advice of a Physician; or receiving or on a waiting list for receiving specified medical treatment; or is travelling for the purpose of obtaining treatment; or has received a terminal prognosis for a medical condition; or
2. any Pre-existing Condition or any complication arising from it; or
3. suicide, attempted suicide (whether sane or insane) or intentionally self-inflicted Injury or Illness, or sexually transmitted conditions, mental or nervous disorder, anxiety, stress or depression, Acquired Immune Deficiency Syndrome (AIDS), Human Immune deficiency Virus (HIV) infection; or
4. serving in any branch of the Military or Armed Forces of any country, whether in peace or War, and in such an event We, upon written notification by You, shall return the pro rata premium for any such period of service during the Trip; or
5. being under the influence of drugs, alcohol, or other intoxicants or hallucinogens unless properly prescribed by a Physician and taken as prescribed; or
6. participation in an actual or attempted felony, riot, crime, misdemeanor, or civil commotion; or
7. operating or learning to operate any aircraft, or performing duties as a member of the crew on any aircraft or Scheduled Airline; or
8. any loss arising out of War, civil war, invasion, insurrection, revolution, act of foreign enemy, hostilities (whether War be declared or not), rebellion, mutiny, use of military power or usurpation of government or military power; or
9. any loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

The warranty also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism.

If the Company alleges that by reason of this Exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

10. any loss arising out of the intentional use of military force to intercept, prevent, or mitigate any known or suspected Act of Terrorism; or
11. the use, release or escape of nuclear materials that directly or indirectly results in nuclear reaction or radiation or radioactive

contamination; The dispersal or application of pathogenic or poisonous biological or chemical materials; The release of pathogenic or poisonous biological or chemical materials, (However, the above only applies if 50 or more persons sustain death within 90 Days of the date of the incident) or

12. the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of that equipment; or
13. performance of manual work for employment or any other hazardous occupation. or
14. congenital anomalies or any complications or conditions arising therefrom; or
15. participation in winter sports, skydiving/parachuting, hang gliding, bungee jumping, scuba diving, mountain climbing (where ropes or guides are customarily used), riding or driving in races or rallies using a motorized vehicle or bicycle, caving or pot-holing, hunting or equestrian activities, skin diving or other underwater activity, rafting or canoeing involving white water rapids, yachting or boating outside coastal waters (2 miles), participation in any Professional Sports, any bodily contact sport or any other hazardous or potentially dangerous sport for which You are untrained
16. the Insured Person riding on a motorcycle or any other two wheeled motorized mode of conveyance as driver or as passenger.
17. any loss resulting directly or indirectly, contributed or aggravated or prolonged by childbirth or from pregnancy, or
18. for any loss of which a contributing cause was Your actual or attempted commission of, or willful participation in, an illegal act or any violation or attempted violation of the law or Your resistance to arrest;
19. any loss, injury, damage or legal liability arising directly or indirectly from: Travel in, to, or through Afghanistan, Cuba or Democratic Republic of Congo; or
20. any loss, injury, damage or legal liability arising directly or indirectly by: Any terrorist or member of a terrorist organization, narcotics trafficker, or purveyor of nuclear, chemical or biological weapons.
21. Any non medical expenses (list enclosed – Annexure I).

Postponement of Effective Date

No insurance provided by this Policy shall become effective if You are Hospital confined or disabled, meaning unable to perform the usual and customary daily duties or activities of a person of like age and sex. The coverage will take effect seven (7) days after such Hospital confinement or disability terminates subject to the Pre-existing Condition exclusion.

Part C: Uniform Provisions

1. **Entire Contract - Changes:** This Policy, together with the Proposal Form, as well as any forms, riders and endorsements and papers hereto, constitutes the entire contract of insurance.

No change in this Policy shall be valid until approved by Our authorised officer and such approval is endorsed hereon. No agent has authority to change this Policy or to waive any of the provisions of this Policy.

2. **Effective Date:**

Your Policy will start on the Effective Date & hour specified on the Policy Schedule provided it is countersigned by Us and the total premium has been paid & realized by Us.

3. **Renewal Conditions:**

The Single Trip Insurance is non-renewable, not cancelable and not refundable while effective. Cancellation of the Policy may be done only prior to the Effective Date stated in the Policy Schedule and will be subject to deduction of cancellation charge by Us.

4. **Expiration Date:**

Your Policy will terminate on the last day for which premium has been paid or on return to India or **14** days from the date of commencement of the Insured Journey, whichever is earlier.

However, The Insured Person's coverage under this Policy ends on the earliest of :

- 1) the Policy Expiration date as stated above; or
- 2) the Policy is terminated; or
- 3) the date the Insured Person requests, in writing, that his or her coverage be terminated; or
- 4) Termination of the Insured Journey.

Further However We may cancel this Policy at any time on grounds of mis-representation, fraud, non-disclosure of material facts or non-cooperation of the insured by giving you a 15 Days notice delivered to You, or mailed to Your last address as appears in Our records, stating when such cancellation shall be effective in the event of your non-cooperation. In the event of cancellation for mis-representation, fraud, non-disclosure of material facts, the policy shall stand cancelled ab-initio and there will be no refund of premium.

5. **Territory:** This Policy applies to incidents anywhere in the world outside India unless limited by Us through endorsement.

6. **Contribution:** If at the time of a claim there is another insurance Policy or other contract in Your or the Insured Person's name which covers the Insured Person for the same expense or loss, (in part or in whole), then the Insured Person shall have the right to require a settlement of his claim in terms of any of his policies. The insurer so chosen by the Insured Person shall settle the claim, as long as the claim is within the limits of and according to terms of the chosen policy.

Provided further that, If the amount to be claimed under the Policy chosen by the Policy holder, exceeds the sum insured under a single Policy after considering the deductibles or co-pay (if applicable), the Policy holder shall have the right to choose the

insurers by whom claim is to be settled. In such cases, the respective insurers may then settle the claim by applying the principle of Contribution defined in Part A – General Definitions. This clause shall only apply to indemnity sections of the policy.

7. **Concealment or Fraud:** The entire Policy will be void if, whether before or after a loss, You have, related to this insurance,
 - (a) intentionally or recklessly or otherwise concealed or misrepresented or not disclosed, what we consider to be any material fact or circumstance;
 - (b) engaged in what we consider to be fraudulent, dishonest or deceitful conduct; or
 - (c) made false statements.
8. **Claim Procedure :**
 - A. **Notice of Claim/loss:** It is a condition precedent to Our liability hereunder that written notice of claim must be given by You to Us within 7 days after an actual or potential loss begins or as soon as reasonably possible and in any event no later than 30 Days after an actual or potential loss begins. If Your property covered under this Policy is lost or damaged, You must:
 - (a) notify us as soon as possible;
 - (b) take immediate steps to protect, save and/or recover the covered property;
 - (c) give immediate notice to the carrier or bailee who is or may be liable for the loss or damage;
 - (d) notify the police or other appropriate authority in the case of robbery or theft within 24 hours.
 - B. Any medical services or series of services with a cost greater than \$ US 1 shall not be covered by this Policy unless You consult with the Assistance Company and the cost for such services are authorized in advance by the Assistance Company.
 - C. **Claim Forms:** We, upon receipt of a notice of claim, will furnish You with such forms as We may require for filing proofs of loss.
 - D. **Time for filing Claim forms and Evidence:** Completed claim forms and written evidence of loss must be furnished to Us within thirty (30) Days after the date of such loss. Failure to furnish such evidence within the time required shall not invalidate nor reduce any claim if You can satisfy us that it was not reasonably possible for You to give proof within such time. The Company may accept claims where documents have been provided after a delayed interval only in special circumstances and for the reasons beyond the control of the insured.

You shall obtain and furnish Us with all original bills, receipts and any other documentation upon which a claim is based at your cost and shall also give Us in a timely fashion such

additional documentation, information and assistance as We may require in dealing with the claim.

- E. **Supporting Documentation & Examination:** You or someone claiming on Your behalf shall provide Us with all documentation, medical records and information We may request to establish the circumstances of the claim, its quantum or Our liability for the claim within 30 days after the date of such loss. Such documentation will include but is not limited to the following:
- i. our claim form, duly completed and signed for on behalf of the Insured Person.
 - ii. original Bills & Receipts including but not limited to pharmacy purchase bill, consultation bill, diagnostic bill and any attachments thereto like receipts or prescriptions in support of treatment taken.
 - iii. all reports, including but not limited to all medical reports, case histories, investigation reports, treatment papers, discharge summaries.
 - iv. a precise diagnosis of the treatment for which a claim is made.
 - v. a detailed list of the individual medical services and treatments provided and a unit price for each.
 - vi. prescriptions that name the Insured Person and in the case of drugs: the drugs prescribed, their price and a receipt for payment. Prescriptions must be submitted with the corresponding Doctor's invoice.
 - vii. death Certificate/Disability Certificate/FIR/Postmortem report, if conducted
 - viii. any other document as requested by Claims Department which is relevant to the coverage under the policy.
- F. **Time of Payment of Claim:** We shall make the payment of claim that has been admitted as payable by Us under the Policy terms and conditions within 30 days of submission of all necessary documents/information and any other additional information required for the settlement of the claim All claims will be settled in accordance with the applicable regulatory guidelines, including IRDA (Protection of Policyholders Interests Regulation), 2002. In case of any delay in payment as stated herein, We will pay you interest at the prevalent bank rate plus 2% at the beginning of the financial year in which claim is settled. For the purpose of this clause, 'bank rate' shall mean the existing bank rate as notified by Reserve Bank of India, unless the extent regulation requires payment based on some other prescribed interest rate.
- G. **Payment of Claim:** All claims under this Policy that are payable to the You shall be paid in Indian currency.
9. **Arbitration:** If any dispute or difference shall arise as to the quantum to be paid under this Policy, (liability being otherwise

admitted) such difference shall independently of all other questions be referred to the decision of a sole Arbitrator, to be appointed in writing by the parties to or, if they cannot agree upon a single Arbitrator within 30 Days of any party invoking Arbitration, the same shall be referred to a panel of three Arbitrators, comprising two Arbitrators - one to be appointed by each of the parties to the dispute/difference, and the third Arbitrator to be appointed by such two Arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996.

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

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

10. **Assignment of Indemnities:** Indemnity, if any, in case of Your loss of life is payable to the nominee named in the Proposal Form provided such nominee survives you ; otherwise, indemnity is payable to Your estate. All other indemnities of this Policy are payable to You. Any payment We make in good faith pursuant to this provision shall fully discharge Us to the extent of the payment.
11. **Consent of Nominee:** Consent of the nominee, if any, shall not be a pre-requisite for any change of nominee or to any other changes in this Policy.
12. **Change of Nominee:** No change of nominee under this Policy shall bind Us, unless consent thereto is formally endorsed thereon by Our authorized officer.
13. **Medical Examination:** We, at Our own expense, shall have the right and opportunity to examine You through Our appointed agents whose details will be notified to You when and as often as We may reasonably require during the pendency of a claim hereunder, and also the right and opportunity to obtain a post mortem examination report of Your body as permitted by law. Your or Your estate's compliance with the need for such examination report is a condition precedent to establishing liability under the Policy.
14. **Legal Actions:** Without prejudice to Uniform Provision 9 above, no action at law or in equity shall be brought to recover on this Policy prior to the expiration of sixty (60) Days after written evidence has been furnished in accordance with the requirements of this Policy.

If We disclaim liability to You or any Insured Person for any claim, and if You do not notify Us in writing within one (1) year from the date of receipt of the notice of such disclaimer that You do not accept such disclaimer and intend to recover this claim from Us, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this Policy.

15. **Misstatement of age:** If Your Age has been misstated, all amounts payable under this Policy shall be adjusted to the coverage amount

that would have been purchased for the premium paid. In the event Your Age has been misstated, and if according to Your correct Age, the coverage provided by the Policy would not have become effective, or would have ceased prior to the acceptance of such premium or premiums, then Our liability during the period You are not eligible for coverage, shall be limited to the refund, upon written request, of all premiums paid for the period not covered by the Policy.

16. **Compliance with Policy Provisions:** Failure to comply with any of the provisions contained in this Policy shall invalidate all claims hereunder.
17. **Other Interest:** Your personal representatives cannot claim from or sue Us. If more than one person or company has an interest in You, We will pay a benefit only once.
18. **Reasonable Care and Assistance:** You and each Insured Person must take all reasonable steps to avoid or reduce, as far as possible, any loss or damage. You and they must also make every effort to get back any property which has been lost.

In addition, You and each Insured Person must assist Us in any manner We may reasonably require in relation to the investigation or settlement of a claim or the preservation or enforcement of any rights of subrogation to which we may be entitled.

19. **Settlement of Loss:** Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. You must present acceptable proof of loss and the value involved to us.
20. **Valuation:** We will not pay more than the actual cash value of the property at the time of loss. Damage will be estimated according to actual cash value with proper deduction for depreciation. At no time will payment exceed what it would cost to repair or replace the property with material of like kind and quality.
21. **Subrogation:** In the event of any payment under this Policy, We shall be subrogated to all Your rights of recovery thereof against any person or organization and You shall execute and deliver instruments and papers to Us and do whatever else is necessary to secure such rights and provide whatever assistance We might reasonably require of You in the pursuance of Our subrogation rights. You shall take no action after the loss to prejudice such rights.
22. **Dispute Resolution Clause and Procedure:** This contract of insurance includes the following dispute resolution procedure which is exclusive and a material part of this Policy:
 - (a) **Nature of Coverage:** This Policy is not a general health insurance policy. Coverage for medical expenses in Part D: Coverage of this Policy is intended for Your use in the event of a sudden and unexpected Sickness or Accident arising when You are outside the Republic of India.
 - (b) **Pre-existing Exclusion:** This Policy is not designed to provide an indemnity in respect of medical services, the need for which arises out of a Pre-existing Condition.

- (c) **Prior Consultation:** Any medical services or series of services with a cost greater than \$ 1, shall not be covered by this Policy unless You consult with the Assistance Company in the manner set out in the conditions of this Policy.
 - (d) **Choice of Law:** This Policy will be governed by the law of the Republic of India. Any disputes will be dealt with as provided for by Uniform Provision 13, above and otherwise by the Indian courts.
23. **Consideration:** This policy is issued in consideration of the premium being paid & realised by Us. No receipt for premium shall be valid except on Our official form.
24. **Compliance with Policy Provisions:** Failure to comply with any of the provisions contained in this policy shall invalidate all claims hereunder.

Part D: Coverage

Section: Accidental Death and Dismemberment

(Including Loss of Sight or Hearing)

We will pay a percentage of the Principal Sum shown in the Policy Schedule or the Schedule of Benefit (refer to Part F. of this Policy) if Injury to You under the circumstances described in the Hazard (H-3) during an Insured Journey while this Policy is in effect results in one of the losses shown in the Table of Losses below. The loss must occur within 365 Days from the date of the Accident which caused Injury.

If more than one loss results from any one Accident, only one amount, the largest, will be paid.

Table of Losses

Loss of:	% of Principal Sum
Life	100%
Both Hands or Both Feet	100%
Sight of Both Eyes	100%
One Hand and One Foot	100%
Either Hand or Foot and Sight of One Eye	100%
Speech and Hearing in Both Ears	100%
Either Hand or Foot	50%
Sight of One Eye	50%
Speech	50%
Hearing in Both Ears	50%
Thumb and Index Finger of Same Hand	25%
Quadriplegia	100%
Paraplegia	50%
Hemiplegia	50%
Uniplegia	25%

“Loss” with regard to:

1. hand or foot means actual severance through or above the wrist or ankle joints respectively;
2. eye means entire and irrecoverable loss of sight;
3. thumb and index finger means actual severance through or above the joint that meets the hand at the palm;
4. speech or hearing means entire and irrecoverable loss of speech or hearing of both ears;
5. Quadriplegia means the complete and irreversible paralysis of both upper and both lower limbs. Paraplegia means the complete and irreversible paralysis of both lower limbs. Hemiplegia means the complete and irreversible paralysis of upper and lower limbs of the same side of the body. Uniplegia means the complete and irreversible paralysis of one Limb. Limb: means entire arm or leg.

Limitation

With regard to the Accidental Death of a named Insured Person Age Seventeen (17) or below, the maximum Principal Sum payable is 10% of the principal sum insured.

Exposure

For the purposes of the Accidental Death and Dismemberment benefits above, a loss resulting from You being unavoidably exposed to the elements due to an Accident occurring during the Trip will be payable as if resulting from an Injury. Loss must occur within 365 Days of the date of the Accident.

Disappearance

We will pay the benefit for Loss of Life if while on a Trip Your body cannot be located within 365 Days after the forced landing, stranding, sinking or wrecking of a conveyance in which You were a passenger or as a result of any Acts of God, in which case it shall be deemed, subject to all other terms and provisions of the Policy, that You shall have suffered loss of life within the meaning of the Policy

Exclusions:

In addition to the General Exclusions listed in this Policy this coverage section shall not cover:

1. loss caused directly or indirectly, wholly or partly by:
 - a. infections (except pyogenic infections which shall occur through an Accidental cut or wound) or any other kind of Disease;
 - b. medical or surgical treatment except as may be necessary solely as a result of Injury;
2. any Injury which shall result in hernia.

Section: Accident & Sickness Medical Expense

We will pay the Reasonable and Customary Charges, subject to the Deductible shown in the Policy Schedule or the Schedule of Benefits (refer to Part F. of this Policy), for Covered Medical Expenses incurred overseas by You which are not due to a Pre-existing Condition up to the maximum stated in the Policy Schedule or the Schedule of Benefits

(refer to Part F. of this Policy), for the treatment of an Injury or Sickness sustained by You under the circumstances described in the Hazard(H-3) during an Insured Journey while this Policy is in effect while this Policy is in effect. Any medical services or series of services with a cost greater than \$ US 1 shall not be covered by this Policy unless You consult with the Assistance Company and the cost for such services are authorized in advance by the Assistance Company.

Limitations

In no event will benefits continue to be provided by Us for any Covered Medical Expenses incurred after the Expiration Date of the Policy or Your return to India whichever is earlier. No benefits are payable for outpatient Covered Medical Expenses incurred after the Expiration date of the Policy.

However if, You are still confined in a Hospital overseas after the Expiration Date of the Policy, and Emergency Medical Evacuation is not appropriate or recommended by the Assistance Company, and continued treatment overseas as an Inpatient in a Hospital is Medically Necessary, we will continue to provide the benefits for Covered Medical Expenses incurred to the earlier of your Hospital Discharge or 60 Days after the Expiration Date of the Policy.

Definition:

Covered Medical Expenses - means reasonable charges which are: 1) not in excess of Reasonable and Customary Charges; 2) not in excess of the maximum benefit amount payable per service as specified in the Policy Schedule or in the Schedule of Benefits; 3) made for services and supplies not excluded under the policy; 4) made for services and supplies which are a Medical Necessity; 5) made for services included in the Policy Schedule or in Schedule of Benefits; and 6) in excess of the amount stated as a deductible, if any. Covered medical expenses will be deemed "incurred" only: 1) when the covered services are provided; and 2) when a charge is made to the Insured Person for such services.

Hospital Confined/Hospital Confinement - means confined in a Hospital for at least 24 hours by reason of an Injury or Sickness for which benefits are payable.

Intensive Care Unit - means

- 1) a specifically designated facility of the Hospital that provides the highest level of medical care; and
- 2) which is restricted to those patients who are critically ill or injured.

Such facility must be separate and a part from the surgical recovery room and from rooms, beds and wards customarily used for patient confinement.

Medical Emergency - means the occurrence of a sudden, serious and unexpected Sickness or Injury. In the absence of immediate medical attention, a reasonable person could believe this condition would result in:

- 1) Death;
- 2) Permanent placement of the Insured's health in jeopardy;
- 3) Serious impairment of bodily functions; or
- 4) Serious and permanent dysfunction of any body organ or part.

Expenses incurred for "Medical Emergency" will be paid only for Sickness or Injury which fulfills the above conditions. These expenses will not be paid for minor injuries or minor sicknesses.

Medical Necessity - means those services or supplies provided or prescribed by a Hospital or physician which are:

- 1) Essential for the symptoms and diagnosis or treatment of the Sickness or Injury;
- 2) Provided for the diagnosis, or the direct care and treatment of the Sickness or Injury;
- 3) In accordance with the standards of good medical practice;
- 4) Not primarily for the convenience of the Insured, or the Insured's Physician; and
- 5) The most appropriate supply or level of service which can safely be provided to the Insured.

The Medical Necessity of being Hospital Confined means that: 1) the Insured requires acute care as a bed patient; and 2) the Insured cannot receive safe and adequate care as an outpatient. This policy only provides payment for services, procedures and supplies which in the judgement of the Company are a Medical Necessity. No benefits will be paid for expenses which are determined not to be a Medical necessity, including any or all days of Hospital Confinement.

Physiotherapy - means any form of the following: physical or mechanical therapy; diathermy; ultra-sonic therapy; heat treatment in any form; manipulation or massage administered by a physician.

Surgery - Treatment of bodily injuries/illness/disorders/deformities/defects by Incisions or Shockwaves or Lasers, including therapeutic Endoscopic procedures requiring the professional services of a qualified surgeon and the use of an Operation Theatre for repair of injuries/diagnosis and /or cure of diseases and /or relief of suffering and /or prolongation of life.

Hospital Room and Board Expenses - 1) daily semi-private room rate when Hospital confined; and 2) general nursing care provided and charged for by the Hospital.

Hospital Miscellaneous Expenses - 1) while hospital confined; or 2) for pre-admission expenses for being Hospital Confined. Benefits will be paid for services and supplies such as: the cost of the operating room; laboratory tests; x-ray examination; anesthesia; drugs (excluding take home drugs) or medicines; therapeutic services; and supplies.

Surgical Treatment - Physician/ Surgeon's fees for Inpatient surgery.

Anesthetist Services - in connection with inpatient surgery.

Physician's Visits - when Hospital Confined. Benefits are limited to one physician's visit per day. Benefits do not apply when related to surgery.

Diagnostic and Pre-admission Testing - limited to routine tests such as: complete blood count; urinalysis; and chest x-ray. If otherwise payable under this policy, major diagnostic procedures such as: cat-scans; NMR's; and blood chemistries will be paid under the "Hospital Miscellaneous Expenses" benefit.

Ambulance Service - medical transportation fees and services.

Exclusions:

In addition to the General Exclusions listed in this Policy this coverage section shall not cover:

1. services, supplies, or treatment, including any period of Hospital confinement, which were not recommended, approved, and certified as Medically Necessary by a Physician; or
2. routine physicals or other examinations where there are no objective indications or impairment in normal health, and laboratory diagnostic or X-ray examinations except in the course of a disability established by the prior call or attendance of a Physician; or
3. elective, cosmetic, or plastic surgery, except as a result of an Injury caused by a covered Accident while Our Policy is in force; or
4. dental care, except as a result of Injury caused by Accident to Sound Natural Teeth while this Policy is in effect; or
5. expenses incurred in connection with weak, strained, or flat feet, corns, calluses, or toenails; or
6. the diagnosis and treatment of acne; or
7. deviated septum, including sub mucous resection and/or other surgical correction thereof; or
8. organ transplants that are considered experimental in nature; or
9. well child care including exams and immunizations; or
10. expenses which are not exclusively medical in nature; or
11. any expenses incurred in India unless authorized and approved by Us in advance; or
12. eyeglasses, contact lenses, hearing aids, and examination for the prescription or fitting thereof, unless Injury or Sickness has caused impairment of vision or hearing; or
13. treatment provided in a government Hospital or services for which no charge is normally made; or
14. mental, nervous, or emotional disorders or rest cures; or
15. pregnancy and all related conditions, including services and supplies related to the diagnosis or treatment of infertility or other problems related to inability to conceive a child; birth control, including surgical procedures and devices; or
16. medical expenses covered under any workers' compensation or similar policy; or
17. medical expenses incurred as the result of alcohol and/or drug abuse, addiction or overdose.
18. Any non medical expenses (list enclosed – Annexure I).

Section: ASSISTANCE

Assistance Company will provide the following services as described below.

Medical Assistance - As soon as the Assistance Company is notified of a medical emergency resulting from Your Accident or Sickness, the Assistance Company will contact the medical facility or location where You are located and confer with the Physician at that location to determine the best course of action to be taken. If possible and if appropriate, Your family Physician will be contacted to help arrive at a decision as to the best course of action to be taken. The Assistance Company will then organize a response to the medical emergency, doing whatever is appropriate, including, but not limited to, recommending or securing the availability of services of a local Physician and arranging Hospital confinement of You where, in its discretion, deems such confinement appropriate.

Medical Evacuation - When, in the opinion of the Assistance Company's medical panel, it is judged medically appropriate to move You to another location for treatment or return You to India, the Assistance Company will arrange the evacuation, utilizing the means best suited to do so, based on the medical evaluation of the seriousness of Your condition, and these means may include air ambulance, surface ambulance, regular airplane, railroad or other appropriate means. All decisions as to the means of transportation and final destination will be made by the Assistance Company.

Repatriation - the Assistance Company agrees to make the necessary arrangements for the return of Your remains to India in the event You die while this service agreement is in effect as to You.

Legal Assistance - If You are arrested or are in danger of being arrested as the result of any non-criminal action resulting from responsibilities attributed to You, Assistance Company will, if required, provide You with the name of an attorney who can represent You in any necessary legal matters.

Lost Luggage or Lost Passport - If You, outside India, notify the Assistance Company that Your luggage or passport has been lost, the Assistance Company will endeavor to assist You by contacting the appropriate authorities involved and providing direction for replacement.

General Assistance - the Assistance Company will serve as a central point for translation and communication for You during emergencies. The Assistance Company agrees to provide to You advice on contacting and using services available from consulates, government agencies, translators and other service providers that can help with travel problems. In addition, the Assistance Company will provide insurance coordination, verifying coverage of You, guaranteeing payment to the medical provider, based on confirmation of benefits, a charge to credit card(s) and coordinating the payments, documentation and translation to ease claim filing when You return to India.

Pre-Departure Services - prior to Your departure, upon request the Assistance Company will provide hazard information about foreign locations, information about immunization requirements and passport or visa requirements, general information about weather and State

Department and private service warnings about travel to certain locations. The Assistance Company will also arrange for special medical care en-route (i.e. dialysis, wheelchairs, etc.). Subject to receiving reasonable notice of this request.

Emergency Travel Agency - the Assistance Company agrees to provide You with 24 hour travel agency service for airline and hotel reservations. The Assistance Company will also arrange payment for Your airline tickets and other travel services, using Your credit cards. Prepaid ticket pickup at airline counters or ticket delivery by mail or courier will also be arranged by the Assistance Company for You.

Emergency Cash Transfers and Advances - the Assistance Company will arrange for cash payments to You through a variety of sources, including credit cards, hotels, banks, consulates and Western Union. The Assistance Company provides this service to supplement the facilities of Your credit cards. Credit card transactions performed by the Assistance Company are subject to confirmed credit.

Disclaimer of Liability

In all cases of Assistance rendered under this policy, The Company/The Assistance Company assumes no liability/responsibility whatsoever, in the event, the insured chooses to avail such facility/recommendations.. The Assistance Company assumes no responsibility for any medical advice or legal counsel given by the medical professional or attorney. You shall not have any recourse to the Assistance Company by reason of its suggestion of a medical professional or attorney or due to any legal or other determination resulting therefrom.

You are responsible for the cost of services arranged by the Assistance Company on behalf of You or a covered Immediate Family Member. The Assistance Company will access this Policy and/or other insurance Policy benefits to which You may be entitled, and/or Your credit cards or other forms of financial guarantees provided by you, in order to facilitate payment for such services.

Section: Baggage Delay

We will reimburse You for the expense of necessary personal effects, up to the maximum stated in the Policy Schedule or the Schedule of Benefits (refer to Part F. of this Policy), if Your Checked Baggage is delayed or misdirected by a Common Carrier for more than the Deductible shown on the Policy Schedule or the Schedule of Benefits (refer to Part F. of this Policy) from the time You arrive at the destination stated on Your ticket.

You must be a ticketed passenger on a Common Carrier. Additionally, all claims must be verified by the Common Carrier who must certify the delay or misdirection.

Definition:

Checked Baggage - means a piece of baggage which was checked in and in the custody of a Common Carrier and for which a claim check has been issued to You by a Common Carrier.

Limitation:

If upon further investigation it is later determined that Your baggage checked with the Common Carrier has been lost, any amount claimed

and paid to You under the Baggage Delay Policy Section will be deducted from any payment due You under the Common Carrier Baggage Loss or Baggage/Personal Effects Policy Sections as applicable.

Exclusion:

In addition to the General Exclusions listed in this Policy this coverage section shall not cover any Baggage Delay incurred in the Republic of India.

Section: BAGGAGE LOSS (Common Carrier)

We will pay benefits, in the case of permanent loss of an entire piece of Checked Baggage, held in the care, custody and control of a Common Carrier, due to theft or due to misdirection by a Common Carrier or due to non-delivery at its destination while You are a ticketed passenger on the Common Carrier under the circumstances described in a Hazard during the course of an Insured Journey. Benefits will only be payable in case of the loss of an entire piece of checked baggage, and not for damage to the luggage or partial loss of its contents.

We will reimburse You, subject to the Deductible and up to the maximum shown in the Policy Schedule or the Schedule of Benefits (refer to Part F. of this Policy), for the cost of replacement of the entire baggage and its contents. All claims must be verified by the Common Carrier.

The maximum amount to be reimbursed per bag is 50%, and the maximum value per article contained in any bag is 10%, of the amount stated in the Policy Schedule or the Schedule of Benefits (refer to Part F. of this Policy). There is also a combined maximum limit of 10% of the amount stated in the Policy Schedule or the Schedule of Benefits (refer to Part F. of this Policy) for the following: jewelry, watches, articles consisting in whole or in part of silver, gold or platinum, furs, articles trimmed with or made mostly of fur.

Loss of a Pair/Set: (pair or set of articles is treated as one article e.g. a pair of earrings)

In case of loss to a pair or set, We may elect to:

- (a) repair or replace any part, to restore the pair or set to its value before the loss; or
- (b) pay the difference between the cash value of the property before and after the loss.

Definition:

Checked Baggage - means a piece of baggage which was checked in and in the custody of a Common Carrier and for which a claim check has been issued to You by a Common Carrier.

Documented Loss - means police or other local authority reports or documentation from the appropriate party responsible for the loss.

Limitations:

Benefits for Baggage Loss will be in excess of any amount paid or payable by the Common Carrier responsible for the loss.

Benefits for Baggage Loss will be in excess of all other valid and collectible insurance. If at the time of the occurrence of any loss there is other valid and collectible insurance in place, We will be liable only for the excess of the amount of loss, over the amount of such other insurance, and any applicable Deductible.

Exclusions:

In addition to the General Exclusions listed in this Policy this coverage section shall not cover any non- Documented Loss and We will not be liable under this section for any:

1. excluded classes of property: animals, motor vehicles (including accessories), motorcycles, boats, motors, any conveyance, (except bicycles while checked as baggage with a Common Carrier), snow skis, household effects, antiques, electronic equipment such as computers (including software and accessories), personal data assistants or handheld computers, cellular phones, digital video disc player, compact disc player, video camcorder, eyeglasses or sunglasses, contact or corneal lenses, artificial teeth, bridges or prosthetic limbs, hearing aids, money, securities such as credit cards, debit cards, checks, traveler checks, membership cards, tickets or documents, business good or samples, data recorded on tapes, cards, discs or otherwise, musical instruments, perishables and consumables;
2. loss to property insured under any other insurance Policy, or otherwise reimbursed by a Common Carrier;
3. loss of Your baggage sent in advance or souvenirs and articles mailed or shipped separately.

Section: PERSONAL LIABILITY

Property Damage:

If a claim is made or a suit is brought against You for Property Damage caused by an Occurrence to which this coverage applies, We will pay up to the amount stated in the Policy Schedule or the Schedule of Benefits (refer to Part F. of this Policy), subject to any applicable Deductible, for Our limit of liability for the damages for which You are legally liable.

Medical Payments to Others:

We will pay the necessary medical expenses that are incurred or medically ascertained within one year from the date of an Accident causing Bodily Injury. Medical expenses means reasonable charges for medical, surgical, X-ray, dental, ambulance, Hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to You or regular residents of Your household. As to others, this coverage applies only if the Bodily Injury is caused by Your activities.

Definitions:

Business - means trade, profession or occupation.

Occurrence - means an Accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the Trip, in Bodily Injury or Property Damage.

Property Damage - means physical injury to, destruction of or loss of use of tangible property.

Residence Premises - means the dwelling where You reside.

Bodily Injury - means bodily harm, Sickness or Disease, including required care, loss of services and death that results.

Exclusions:

In addition to the General Exclusions listed in this Policy this coverage section shall not cover and We will not be liable under this section for any:

1. liability which is expected by or intended for You; or
2. liability arising out of or in connection with a Business engaged in by You. This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the Business; or
3. liability arising out of the rental or holding for rental of any part of any premises by You; or
4. liability arising out of the rendering of or failure to render professional services; or
5. liability arising out of a premises, water craft or aircraft that is owned by, rented to or rented by You; or
6. liability arising out of the ownership, maintenance, use, loading or unloading of motor vehicles, all other motorized land conveyances, water craft or aircraft; or
7. liability arising out of the transmission of a communicable Disease by You; or
8. liability arising out of sexual molestation, corporal punishment, or physical or mental abuse; or
9. liability arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a controlled substance or contraband as defined by the appropriate authority or the Federal Food and Drug Agency or equivalent or similar organization; or
10. liability under any contract or agreement; or
11. Property Damage to property owned by You; or
12. Property Damage to property rented to, occupied, or used by or in the care of You; or
13. Bodily Injury to any person eligible to receive any benefits voluntarily provided or required to be provided by You under any worker's compensation law, non-occupational disability law or occupational Diseases law, or similar law; or
14. Suits or legal actions arising from Your Immediate Family Member, or Traveling Companion or Immediate Family Member of a Traveling Companion against You.

Section: Emergency Medical Evacuation

We will pay the Reasonable and Customary Charges up to the maximum shown in the Policy Schedule or the Schedule of Benefits (refer to Part F. of this Policy) for covered expenses incurred if Injury or Sickness results in Your necessary Emergency Evacuation. An Emergency Evacuation must be ordered by the Assistance Company or a Physician who certifies that the severity or the nature of Your Injury or Sickness warrants Your Emergency Evacuation.

Covered expenses are those for Transportation and medical treatment, including medical services and medical supplies necessarily incurred in connection with Your Emergency Evacuation. All Transportation

arrangements made for evacuating You must be by the most direct and economical route possible. Expenses for Transportation must be: (a) recommended by the attending Physician; (b) required by the standard regulations of the conveyance transporting You; and (c) arranged and authorized in advance by the Assistance Company.

Definitions:

Emergency Evacuation - means:

(a) Your medical condition warrants immediate Transportation from the place where You are injured or sick to the nearest Hospital where appropriate medical treatment can be obtained; (b) after being treated at a local Hospital, Your medical condition warrants Transportation to the country where the Trip commenced to obtain further medical treatment or to recover; or (c) both (a) and (b) above.

Transportation - means any land, water or air conveyance required to transport You during an Emergency Evacuation. Transportation includes, but is not limited to, air ambulances, land ambulances and private motor vehicles.

Section: Loss of Passport

We will reimburse You, subject to any Deductible, if You lose Your passport and incur necessary and reasonable expenses in connection with obtaining a duplicate or new passport up to the maximum stated in the Policy Schedule or the Schedule of Benefits (refer to Part F. of this Policy). The Deductible if any, shall apply to each insured event and shall be borne by You.

Exclusions:

In addition to the General Exclusions listed in this Policy this coverage section shall not cover and We will not be liable under this section for any:

1. loss or damage to passport due to delay or from confiscation or detention by customs, police or other authority;
2. theft which is not reported to any appropriate police authority within 24 hours of discovery and an official report obtained;
3. loss or theft of passport left unattended by You unless located in a locked hotel room or apartment and an appropriate sized safety deposit box was not available.

Section: Repatriation of Remains

We will pay benefits up to the amount stated in the Policy Schedule or Schedule of Benefits (refer to Part F. of this Policy) for covered expenses reasonably incurred to return Your body to India if You die during a Trip. Benefits will not exceed the maximum shown in the Policy Schedule or the Schedule of Benefits (refer to Part F. of this Policy). All Repatriation of Remains arrangements must be approved in advance by Assistance Company.

Covered expenses include, but are not limited to, expenses for: (a) embalming; (b) cremation; (c) coffins; and (d) transportation.

Part E. Scope of Coverage:

Hazard H-3 24-hour Protection (Insured Journey Only)

The hazards described in this Hazard H-3 apply only to those Insured Persons who are within a class to which this Hazard applies as stated in the Policy Schedule or the Schedule of Benefits.

Description of Hazards

Such insurance as is afforded to an Insured Person to which this Hazard H-3 applies, shall apply only to Injury sustained by such Insured Person during the course of an Insured Journey.

Such Insured Journey shall be deemed to have commenced when the Insured Person leaves his residence or place of regular employment for the purpose of going on such Insured Journey, whichever last occurs, and shall continue until such time as he returns to his residence or place of regular employment, whichever first occurs.

Such insurance includes such Injury sustained during such Insured Journey while the Insured Person is riding as a passenger (but not as a pilot, operator or member of the crew) in or on, boarding or alighting from any civilian aircraft having a current and valid Airworthiness Certificate, and piloted by a person who then holds a valid and current certificate of competency of a rating authorizing him to pilot such aircraft. Provided that this Hazard H-3 shall not apply while such Insured Person is riding in any civilian aircraft other than as expressly described herein, unless previously consented to in writing by Us.

Exclusion:

In addition to the General Exclusions listed in this Policy this Hazard-3 shall not cover any loss, fatal or non-fatal, caused by or resulting from travel or flight in or on (including getting in or out of, or on or off of) any Policyholder Aircraft, unless otherwise provided by this Policy, and any aircraft while it is being used for any Specialized Aviation Activity(ies).

— Part F: Grievance Redressal Procedure —

The Company is committed to extend the best possible services to its customers. However, if you are not satisfied with our services and wish to lodge a complaint, please feel free to call our 24X7 Toll free number 1-800-119966/1800 266 7780 or 022-66939500 (toll free) or 1800 22 9966 (only for senior citizen policy holders) or you may email to the customer service desk at customersupport@tata-aig.com.

After investigating the matter internally and subsequent closure, we will send our response within a period of 10 days from the date of receipt of the complaint by the Company or its office in Mumbai. In case the resolution is likely to take longer time, we will inform you of the same through an interim reply.

Escalation Level 1

For lack of a response or if the resolution still does not meet your expectations, you can write to manager.customersupport@tata-aig.com. After investigating the matter internally and subsequent closure, we will send our response within a period of 8 days from the date of receipt at this email id.

Escalation Level 2

For lack of a response or if the resolution still does not meet your expectations, you can write to the Head - Customer Services at head.customerservices@tata-aig.com. After examining the matter, we will send you our final response within a period of 7 days from the date of receipt of your complaint on this email id.

Within 30 days of lodging a complaint with us, if you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances, you may approach Insurance Ombudsman appointed by IRDA under the Insurance Ombudsman Scheme.

Nodal Officer

Please visit our website at www.tataaiginsurance.in to know the contact details of the Nodal Officer for your servicing location

INSURANCE OMBUDSMAN CENTRES

Office of the Ombudsman	Contact Details	Area of Jurisdiction
AHMEDABAD	Sh. P.Ramamoorthy Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad - 380 014. Tel.:- 079-27546150/139 Fax:- 079-27546142 Email:-ins.omb@rediffmail.com	State of Gujrat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.
BHOPAL	Sh.Raj Kumar Srivastava Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel, Bhopal - 462 011. Tel.:- 0755-2769200/201/202 Fax:- 0755-2769203 Email:-bimalokpalbhopal@gmail.com	States of Pradesh Madhya and Chattisgarh.
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar - 751 009. Tel.:- 0674-2596461/2596455 Fax:- 0674-2596429 Email:-ioobbsr@dataone.in	State of Orissa.
CHANDIGARH	Sh.Manik B.Sonawane Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 - D, Chandigarh - 160 017. Tel.:- 0172-2706196/5861/6468 Fax:- 0172-2708274 Email:-ombchd@yahoo.co.in	States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh.
CHENNAI	Sh. Virander Kumar Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, Chennai - 600 018. Tel.:- 044-24333678/664/668 Fax:- 044-24333664 Email:-chennaiinsuranceombudsman @gmail.com	State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi - 110 002. Tel.:- 011-23239611/7539/7532 Fax:- 011-23230858 Email:-iobdelraj@rediffmail.com	States of Delhi and Rajasthan.
GUWAHATI	Sh.D.C.Choudhury Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr.Panbazar over bridge, S.S. Road, Guwahati - 781001(ASSAM). Tel.:- 0361-2132204/2131307/2132205 Fax:- 0361-2732937 Email:- ombudsmanghy@rediffmail.com	States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura

Office of the Ombudsman	Contact Details	Area of Jurisdiction
HYDERABAD	Sh. G.Rajeswara Rao 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.:- 040-23325325/23312122 Fax:- 040-23376599 Email:-insombudhyd@gmail.com	States of Andhra Pradesh, Karnataka and Union Territory of Yanam - a part of the Union Territory of Pondicherry.
KOCHI	Office of the Insurance Ombudsman, 2nd Floor, CC 27 / 2603, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.:- 0484-2358734/759/9338 Fax:- 0484-2359336 Email:- iokochi@asianetindia.com	State of Kerala and Union Territory of (a) Lakshadweep (b) Mahe-a part of Union Territory of Pondicherry.
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4, C.R. Avenue, 4th Floor, Kolkata - 700 072. Tel : 033-22124346/22124339 Fax : 033-22124341 Email:-insombudsmankolkata@gmail.com	States of West Bengal, Bihar, Sikkim, Jharkhand and Union Territories of Andaman and Nicobar Islands.
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow-226 001. Tel.:- 0522-2201188/31330/1 Fax:- 0522-2231310 Email:-insombudsman@rediffmail.com	States of Uttar Pradesh and Uttaranchal.
MUMBAI	Sh.A.K.Dasgupta Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V.Road, Santacruz (W), Mumbai - 400 054. Tel.:- 022-26106928/360/6552/6960 Fax:- 022-26106052 Email:- ombudsmanmumbai@gmail.com	States of Maharashtra and Goa.

OFFICE OF THE GOVERNING BODY OF INSURANCE COUNCIL

Shri M.V.V. Chalam,
Secretary General
3rd Floor, Jeevan Seva Annexe,
S.V. Road, Santacruz (W),
Mumbai - 400021
Tel.: 022-26106245
Fax: 022-26106949
Email: inscoun@gmail.com
Web: www.gbic.co.in

The Secretary
3rd Floor, Jeevan Sava Annexe,
S.V. Road, Santacruz (W),
Mumbai - 400 021.
Tel: 022-26106980
Fax: 022-26106949

IRDA Regulation No 5: This Policy is subject to regulation 5 of IRDA (Protection of Policyholder's Interests) Regulation.

Annexure (I)

S No.	List of excluded expenses ("Non-Medical") under indemnity Policy -	Expenses
<i>Toiletries/ Cosmetics/ Personal Comfort or Convenience Items</i>		
1	Anne French Charges	Not Payable
2	Baby Charges (Unless Specified/Indicated)	Not Payable
3	Baby Food	Not Payable
4	Baby Utilites Charges	Not Payable
5	Baby Set	Not Payable
6	Baby Bottles	Not Payable
7	Bottle	Not Payable
8	Brush	Not Payable
9	Cosy Towel	Not Payable
10	Hand Wash	Not Payable
11	Moisturiser Paste Brush	Not Payable
12	Powder	Not Payable
13	Razor	Payable
14	Towel	Not Payable
15	Shoe Cover	Not Payable
16	Beauty Services	Not Payable
17	Belts/ Braces	Essential and should be paid at least specifically for cases who have undergone surgery of thoracic or lumbar spine
18	Buds	Not Payable
19	Barber Charges	Not Payable
20	Caps	Not Payable
21	Cold Pack/Hot Pack	Not Payable
22	Carry Bags	Not Payable
23	Cradle Charges	Not Payable
24	Comb	Not Payable
25	Disposables Razors Charges (For Site Preparations)	Payable
26	Eau-de-cologne / Room Freshners	Not Payable
27	Eye Pad	Not Payable
28	Eye Sheild	Not Payable
29	Email / Internet Charges	Not Payable
30	Food Charges (Other Than Patient's Diet Provided By Hospital)	Not Payable
31	Foot Cover	Not Payable

S No.	List of excluded expenses ("Non-Medical") under indemnity Policy	Expenses
32	Gown	Not Payable
33	Leggings	Essential in bariatric and varicose vein surgery and may be considered for at least these conditions where surgery itself is payable.
34	Laundry Charges	Not Payable
35	Mineral Water	Not Payable
36	Oil Charges	Not Payable
37	Sanitary Pad	Not Payable
38	Slippers	Not Payable
39	Telephone Charges	Not Payable
40	Tissue Paper	Not Payable
41	Tooth Paste	Not Payable
42	Tooth Brush	Not Payable
43	Guest Services	Not Payable
44	Bed Pan	Not Payable
45	Bed Under Pad Charges	Not Payable
46	Camera Cover	Not Payable
47	Care Free	Not Payable
48	Cliniplast	Not Payable
49	Crepe Bandage	Not Payable/ Payable by the patient
50	Curapore	Not Payable
51	Diaper Of Any Type	Not Payable
52	Dvd, Cd Charges	Not Payable (However if CD is specifically sought by Insurer/TPA then payable)
53	Eyelet Collar	Not Payable
54	Face Mask	Not Payable
55	Flexi Mask	Not Payable
56	Gause Soft	Not Payable
57	Gauze	Not Payable
58	Hand Holder	Not Payable
59	Hansaplast/ Adhesive Bandages	Not Payable

S No.	List of excluded expenses ("Non-Medical") under indemnity Policy	Expenses
60	Lactogen/ Infant Food	Not Payable
61	Slings	Reasonable costs for one sling in case of upper arm fractures may be considered
<i>Items Specifically Excluded In The Policies</i>		
62	Weight Control Programs/ Supplies/ Services	Exclusion in policy unless otherwise specified
63	Cost Of Spectacles/ Contact Lenses/ Hearing Aids Etc.,	Exclusion in policy unless otherwise specified
64	Dental Treatment Expenses That do Not Require Hospitalisation	Exclusion in policy unless otherwise specified
65	Hormone Replacement Therapy	Exclusion in policy unless otherwise specified
66	Home Visit Charges	Exclusion in policy unless otherwise specified
67	Infertility/ Subfertility/ Assisted Conception Procedure	Exclusion in policy unless otherwise specified
68	Obesity (Including Morbid Obesity) Treatment	Exclusion in policy unless otherwise specified
69	Psychiatric & Psychosomatic Disorders	Exclusion in policy unless otherwise specified
70	Corrective Surgery For Refractive Error	Exclusion in policy unless otherwise specified
71	Treatment Of Sexually Transmitted Diseases	Exclusion in policy unless otherwise specified
72	Donor Screening Charges	Exclusion in policy unless otherwise specified
73	Admission/Registration Charges	Exclusion in policy unless otherwise specified
74	Hospitalisation For Evaluation/ Diagnostic Purpose	Exclusion in policy unless otherwise specified

S No.	List of excluded expenses ("Non-Medical") under indemnity Policy	Expenses
75	Expenses For Investigation/ Treatment Irrelevant. To The Disease For Which Admitted Or Diagnosed	Not Payable - Exclusion in policy unless otherwise specified
76	Any Expenses When The Patient Is Diagnosed With Retro Virus + or Suffering From /Hiv/ Aids Etc Is Detected/ Directly or Indirectly	Not payable as per HIV/AIDS exclusion
77	Stem Cell Implantation/ Surgery	Not Payable except Bone Marrow Transplantation where covered by policy
<i>Items Which Form Part Of Hospital Services Where Separate Consumables Are Not Payable But The Service Is</i>		
78	Ward And Theatre Booking Charges	Payable under OT Charges, not payable separately
79	Arthroscopy & Endoscopy Instruments	Rental charged by the hospital payable. Purchase of Instruments not payable.
80	Microscope Cover	Payable under OT Charges, not separately
81	Surgical Blades, Harmonic Scalpel, Shaver	Payable under OT Charges, not separately
82	Surgical Drill	Payable under OT Charges, not separately
83	Eye Kit	Payable under OT Charges, not separately
84	Eye Drape	Payable under OT Charges, not separately
85	X-Ray Film	Payable under Radiology Charges, not as consumable
86	Sputum Cup	Payable under Investigation Charges, not as consumable

S No.	List of excluded expenses ("Non-Medical") under indemnity Policy	Expenses
87	Boyles Apparatus Charges	Part of OT Charges, not seperately
88	Blood Grouping And Cross Matching of Donors Samples	Part of Cost of Blood, not payable
89	Savlon	Not Payable-Part of Dressing Charges
90	Band Aids, Bandages, Sterlile Injections, Needles, Syringes	Not Payable - Part of Dressing charges
91	Cotton	Not Payable-Part of Dressing Charges
92	Cotton Bandage	Not Payable- Part of Dressing Charges
93	Micropore/ Surgical Tape	Not Payable. Payable by the patient when prescribed, otherwise included as Dressing Charges
94	Blade	Not Payable
95	Apron	Not Payable -Part of Hospital Services/ Disposable linen to be part of OT/ICU charges
96	Torniquet	Not Payable (service (service is charged by hospitals, consumables cannot be separately charged)
97	Orthobundle, Gynaec Bundle	Part of Dressing Charges
98	Urine Container	Not Payable
<i>Elements of Room Charge</i>		
99	Luxury Tax	Actual tax levied by government is payable.Part of room charge for sub limits
100	Hvac	Part of room charge not payable separately
101	House Keeping Charges	Part of room charge not payable separately

S No.	List of excluded expenses ("Non-Medical") under indemnity Policy	Expenses
102	Service Charges Where Nursing Charge Also Charged	Part of room charge not payable separately
103	Television & Air Conditioner Charges	Payable under room charges not if separately levied
104	Surcharges	Part of Room Charge, Not payable separately
105	Attendant Charges	Not Payable - Part of Room Charges
106	IM IV Injection Charges	Part of nursing charges, not payable
107	Clean Sheet	Part of Laundry/ Housekeeping not payable separately
108	Extra Diet Of Patient(Other Than That Which Forms Part Of Bed Charge)	Patient Diet provided by hospital is payable
109	Blanket/Warmer Blanket	Not Payable- part of room charges
<i>Administrative or Non-Medical Charges</i>		
110	Admission Kit	Not Payable
111	Birth Certificate	Not Payable
112	Blood Reservation Charges and Ante Natal Booking Charges	Not Payable
113	Certificate Charges	Not Payable
114	Courier Charges	Not Payable
115	Convenyance Charges	Not Payable
116	Diabetic Chart Charges	Not Payable
117	Documentation Charges/Administrative Expenses	Not Payable
118	Discharge Procedure Charges	Not Payable
119	Daily Chart Charges	Not Payable
120	Entrance Pass/Visitors Pass Charges	Not Payable
121	Expenses Related to Prescription on Discharge	To be claimed by patient under Post Hosp where admissible
122	File Opening Charges	Not Payable
123	Incidental Expenses/Misc. Charges (Not Explained)	Not Payable

S No.	List of excluded expenses ("Non-Medical") under indemnity Policy	Expenses
124	Medical Certificate	Not Payable
125	Maintainance Charges	Not Payable
126	Medical Records	Not Payable
127	Preparation Charges	Not Payable
128	Photocopies Charges	Not Payable
129	Patient Identification Band / Name Tag	Not Payable
130	Washing Charges	Not Payable
131	Medicine Box	Not Payable
132	Mortuary Charges	Payable upto 24 hrs, shifting charges not payable
133	Medico Legal Case Charges (Mlc Charges)	Not Payable
External Durable Devices		
134	Walking Aids Charges	Not Payable
135	Bipap Machine	Not Payable
136	Commode	Not Payable
137	Cpap/ Capd Equipments	Device not payable
138	Infusion Pump - Cost	Device not payable
139	Oxygen Cylinder (For Usage Outside The Hospital)	Not Payable
140	Pulseoxymeter Charges	Device not payable
141	Spacer	Not Payable
142	Spirometre	Device not payable
143	Spo2 Probe	Not Payable
144	Nebulizer Kit	Not Payable
145	Steam Inhaler	Not Payable
146	Armsling	Not Payable
147	Thermometer	Not Payable (paid by patient)
148	Cervical Collar	Not Payable
149	Splint	Not Payable
150	Diabetic Foot Wear	Not Payable
151	Knee Braces (Long/ Short/ Hinged)	Not Payable
152	Knee Immobilizer/Shoulder Immobilizer	Not Payable
153	Lumbo Sacral Belt	Essential and should be paid at least specifically for cases who have undergone surgery of lumbar spine.

S No.	List of excluded expenses ("Non-Medical") under indemnity Policy	Expenses
154	Nimbus Bed Or Water Or Air Bed Charges	Payable for any ICU patient requiring more than 3 days in ICU, all patients with paraplegia/quadriplegia for any reason and at reasonable cost of approximately Rs 200/ day
155	Ambulance Collar	Not Payable
156	Ambulance Equipment	Not Payable
157	Microsheild	Not Payable
158	Abdominal Binder	Essential and should be paid at least in post surgery patients of major abdominal surgery including TAH, LSCS, incisional hernia repair, exploratory laparotomy for intestinal obstruction, liver transplant etc.
Items Payable If Supported By A Prescription		
159	Betadine\Hydrogen Peroxide\Spirit\\Dettol\Savlon\Disinfectants Etc	May be payable when prescribed for patient, not payable for hospital use in OT or ward or for dressings in hospital
160	Private Nurses Charges- Special Nursing Charges	Post hospitalization nursing charges not Payable
161	Nutrition Planning Charges - Dietician Charges- Diet Charges	Patient Diet provided by hospital is payable
162	Alex Sugar Free	Payable -Sugar free variants of admissible medicines are not excluded
163	Creams Powders Lotions (Toiletries Are Not Payable,Only Prescribed Medical Pharmaceuticals Payable)	Payable when prescribed

S No.	List of excluded expenses ("Non-Medical") under indemnity Policy	Expenses
164	Digene Gel/Antacid Gel	Payable when prescribed
165	Ecg Electrodes	Upto 5 electrodes are required for every case visiting OT or ICU. For longer stay in ICU, may require a change and at least one set every second day must be payable.
166	Gloves	Sterilized Gloves payable/unsterilized gloves not payable
167	Hiv Kit	Payable - payable Pre operative screening
168	Listerine/Antiseptic Mouthwash	Payable when prescribed
169	Lozenges	Payable when prescribed
170	Mouth Paint	Payable when prescribed
171	Nebulisation Kit	If used during hospitalization is payable reasonably
172	Neosprin	Payable when prescribed
173	Novarapid prescribed	Payable when
174	Volini Gel/Analgesic Gel	Payable when prescribed
175	Zytee Gel	Payable when prescribed
176	Vaccination Charges	Routine Vaccination not Payable / Post Bite Vaccination Payable
<i>Part of Hospital's Own Costs and Not Payable</i>		
177	Ahd	Not Payable - Part of Hospital's internal Cost
178	Alcohol Swabes	Not Payable - Part of Hospital's internal Cost

S No.	List of excluded expenses ("Non-Medical") under indemnity Policy	Expenses
179	Scrub Solution/Sterillium	Not Payable - Part of Hospital's internal Cost
Others		
180	Vaccine Charges For Baby	Not Payable
181	Aesthetic Treatment / Surgery	Not Payable
182	Tpa Charges	Not Payable
183	Visco Belt Charges	Not Payable
184	Any Kit With No Details Mentioned [Delivery Kit, Orthokit, Recovery Kit, Etc]	Not Payable
185	Examination Gloves	Not payable
186	Kidney Tray	Not Payable
187	Mask	Not Payable
188	Ounce Glass	Not Payable
189	Outstation Consultant's/ Surgeon's Fees	Not payable, except for telemedicine consultations where overed by policy
190	Oxygen Mask	Not Payable
191	Paper Gloves	Not Payable
192	Pelvic Traction Belt	Should be payable in case f PIVD requiring traction s this is generally not reused
193	Referal Doctor's Fees	Not Payable
194	Accu Check (Glucometry/ Strips)	Not payable pre hospitilisation or post hospitalisation/ Reports and Charts required/ Device not payable
195	Pan Can	Not Payable
196	Sofnet	Not Payable
197	Trolly Cover	Not Payable
198	Urometer, Urine Jug	Not Payable
199	Ambulance	Payable-Ambulance from home to hospital or interhospital shifts is payable/ RTA as specific requirement is payable

S No.	List of excluded expenses ("Non-Medical") under indemnity Policy	Expenses
200	Tegaderm / Vasofix Safety	Payable - maximum of 3 in 48 hrs and then 1 in 24 hrs
201	Urine Bag	Payable where medically necessary till a reasonable cost - maximum 1 per 24 hrs
202	Softovac	Not Payable
203	Stockings	Essential for case like CABG etc. where it should be paid.

Part G: Schedule of Benefits

	Plan	Plan
	Silver	GOLD
Accidental Death and Dismemberment Benefit (24 Hrs)	\$10,000	\$15,000
Accident & Sickness Medical Expense Benefit	\$50,000	\$200,000
<i>Deductible</i>	<i>\$100</i>	<i>\$100</i>
<p><i>The following Maximum eligible expenses per Sickness or Disease are applicable to Insured Persons Aged 56-70, regardless of the plan / option purchased.</i></p> <ul style="list-style-type: none"> - <i>Hospital Room and Board and Hospital miscellaneous</i> <i>Maximum 1,500\$ per day upto 30 days whichever is less.</i> - <i>Intensive Care Unit</i> <i>Maximum 3,000\$ per day upto 7 days whichever is less.</i> - <i>Surgical Treatment</i> <i>Maximum 10,000\$</i> - <i>Anesthetist Services</i> <i>Upto 25% of Surgical Treatment</i> - <i>Physician's Visit</i> <i>Maximum 75 per Day upto 10 visits</i> - <i>Diagnostic and Pre-Admission Testing</i> <i>Maximum 500\$</i> - <i>Ambulance Services</i> <i>Maximum 400\$</i> 		
Assistance	INCLUDED*	INCLUDED
Baggage Delay Benefit	N/A	\$75
<i>Deductible</i>	N/A	N/A
Baggage Loss Benefit	\$500	\$1,000
Emergency Medical Evacuation Benefit	INCLUDED*	INCLUDED*
Loss of Passport Benefit	\$250	\$250
<i>Deductible</i>	\$30	\$30
Personnal Liability Benefit	\$100,000	\$200,000
<i>Deductible</i>	\$200	\$200
Repatriation of Remains Benefit	INCLUDED*	INCLUDED*

*** INCLUDED under the benefit limit of Accident & Sickness Medical Expense Benefit.**

