

TRAVEL INSURANCE POLICY

GENERAL CONDITIONS

1. This Policy shall be governed by the laws of India and, except as otherwise provided in Section 4(8) of this Policy, the Indian courts alone shall have jurisdiction in any dispute arising hereunder.
2. This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure by any or on behalf of the Insured Person of any material particular.
3. Insured Persons shall take all reasonable precautions to prevent Accidents and to avoid Sickness and shall comply with all statutory requirements, as a condition precedent to the Company's liability hereunder.
4. Where the Insured Person is required in Terms of this Policy to perform any act or comply with any obligation timely performance or compliance shall be a condition precedent to the Company's liability hereunder.
5. Insurance in respect of an Insured Person will begin under this Policy on the first Day of the Insured Journey (except the Trip Cancellation and Frequent Flyer Cancellation Sections) after the date all of the following are true:
 - a. this Policy is in force;
 - b. the Insured Person is eligible to be insured;
 - c. the required premium has been paid to the Company; and
 - d. the Company has approved the Insured Person's proposal for this insurance.
6. This Policy may be cancelled at the request of the Policyholder by thirty (30) Days notice given in writing to the Company and the premium paid shall be adjusted on the basis of the Company retaining a minimum of Rs. 251 (two fifty one only). Refund of premium on cancellation will be made under the Policy subject to no claims being paid or admitted by the Company.

The Company reserves the right to cancel this Policy at any time by sending thirty (30) days notice in writing to the Insured. In the event of such cancellation refund of premium shall be on pro-rata basis.

The Company also reserves the right to cancel this Policy from inception immediately upon becoming aware of any mis-representation, fraud, non disclosure of material facts or non-cooperation by or on behalf of the Insured. No refund of premium shall be allowed in such cases.

Notice of cancellation will be mailed to the Insured at an address set forth in the Policy Schedule, and will indicate the date of termination. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

7. Insurance in respect of an Insured Person shall immediately terminate on the earliest of the following dates:
 - a. the date that the Policy is terminated,
 - b. the date that the Total Sum Insured is paid for covered loss under Section 6 (Accidental Death), Section 7 (Permanent Disablement) of the Policy;
 - c. in respect of Immediate Family, the date that such person ceases to be the Insured Person's Immediate Family Member; or
 - d. the date when the actual number of travel days exceeds the Total Number of Travel Days mentioned under Item 6 of the Schedule.
8. The Policyholder and Insured Person understand that if a proposal has been completed for this insurance, then all statements and all particulars provided in such proposal, and any attachments thereto, are material to the Company's decision to provide this insurance. The Policyholder and Insured Person further understand that the Company has issued this Policy in reliance upon the truth of such statements and particulars.

FRAUD WARNING:
 ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO DEFRAUD THE COMPANY OR OTHER PERSON, FILES A PROPOSAL FOR INSURANCE CONTAINING ANY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT WHICH WILL RENDER THE POLICY VOIDABLE AT THE COMPANY'S SOLE DISCRETION AND RESULT IN A DENIAL OF INSURANCE BENEFITS.

IF A CLAIM IS IN ANY RESPECT FRAUDULENT, OR IF ANY FRAUDULENT OR FALSE PLAN, SPECIFICATION, ESTIMATE, DEED, BOOK, ACCOUNT ENTRY, VOUCHER, INVOICE OR OTHER DOCUMENT, PROOF OR EXPLANATION IS PRODUCED, OR IF ANY FRAUDULENT MEANS OR DEVICES ARE USED BY THE INSURED PERSON, POLICYHOLDER, BENEFICIARY, CLAIMANT OR BY

ANYONE ACTING ON THEIR BEHALF TO OBTAIN ANY BENEFIT UNDER THIS POLICY, OR IF ANY FALSE STATUTORY DECLARATION IS MADE OR USED IN SUPPORT THEREOF, OR IF LOSS IS OCCASIONED BY OR THROUGH THE PROCUREMENT OR WITH THE KNOWLEDGE OR CONNIVANCE OF THE INSURED PERSON, POLICYHOLDER, BENEFICIARY, CLAIMANT OR OTHER PERSON, THEN ALL BENEFITS UNDER THIS POLICY ARE FORFEITED.

9. The titles of the various paragraphs of this Policy and any endorsements attached to this Policy are inserted solely for convenience of reference and do not limit or affect in any way the provisions to which they relate.
10. The Policyholder shown in Item 1 of the Schedule is responsible for the collection and remittance of all premiums. Premiums are due on or prior to the Policy effective Date shown in Item 2 of the Schedule and, in the case of a Multiyear Policy, on or before the annual anniversary of such Policy Effective Date. Timely payment of all premium due in full is a condition precedent to the Company's liability under this Policy.
11. Notices: Notices to the Company under this Policy shall be given in writing to the address shown in the preamble of this Policy. Such notices shall be effective on the date of receipt by the Company at such address.
12. Valuation and Foreign Currency: All premiums, benefit amounts, loss, and other amounts under this Policy are expressed and payable in Indian currency. If judgement is rendered, settlement is denominated or any benefit, Sum Insured or element of loss is stated in a currency other than Indian Rupees, then payment under this Policy shall be made in Indian Rupees at the rate of exchange published by the Reserve Bank of India on the date the final judgement is entered, the amount of settlement is agreed upon or any benefit, Sum Insured or element of loss is due, respectively.

DEFINITIONS GENERALLY APPLICABLE

As used in this Policy, unless otherwise noted, the singular of any definition includes the plural, and the plural of any definition includes the singular.

1. **Accident or Accidental** means a sudden, unforeseen and involuntary event caused by external, visible & violent means.
2. **Accumulation Limit** means the maximum amount payable by the Company in respect of any one Accident, irrespective of the number of Insured Persons involved in such Accident. In the event that an Accident occurs which results in insurable losses under this Policy and which ordinarily would mean that the Accumulation Limit is exceeded, the Accumulation Limit amount will be distributed on a proportional basis to all Insured Persons, taking into account the maximum Sums Insured per Benefit and per Insured Person.
3. **Any one illness** means continuous Period of illness and it includes relapse within 45 days from the date of last consultation with the Hospital/ Nursing Home where treatment may have been taken.
4. **Assistance Provider** means the assistance company with whom the Company contracts, as an independent contractor, to provide travel-related emergency assistance services.
5. **Beneficiary:** In case of death of the Insured Person, the Beneficiary means, unless stipulated otherwise by the Insured Person, the surviving Spouse of the Insured Person, mentally capable and not divorced, followed by the children recognised or adopted followed by the Insured Person's legal heirs. For all other benefits, the Beneficiary means the Insured Person himself unless stipulated otherwise.
6. **Bodily Injury** means physical, external, Accidental bodily injury occurring suddenly in time and resulting solely and independently of any other cause or any physical defect or infirmity existing before the Period of Insurance.
7. **Cancellation** defines the terms on which the policy contract can be terminated either by the insurer or the insured by giving sufficient notice to other which is not lower than a period of fifteen days. The terms of cancellation may differ from insurer to insurer.
8. **Cashless facility** means the TPA/ Insurer may authorize upon the definition insured's request for the direct settlement of admissible claim as per agreed charges between Network hospitals and the TPA/ Insurer. In such cases, the TPA/ Insurer will directly settle all eligible amounts with the Network Hospitals and the Insured person may not have to pay any bills after the end of the treatment at hospital to the extent the claim is covered under the Policy.
9. **Civil War** means armed opposition, whether declared or not, between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups. Included in the definition: armed rebellion, revolution, sedition, insurrection, Coup d' Etat, the consequences of Martial law.
10. **Close Business Associate** means:

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- a. a business associate not a fellow employee of the Insured Person where the business relationship with the Insured Person is continuous and reliant on each other for the Insured Person's business, or
 - b. a business companion who travels with the Insured Person for the same business purpose, and whose presence is necessary for the Insured Person's business, or
 - c. a fellow employee of the Insured Person.
11. **Common Carrier** means any land, sea or air conveyance operated under a licence issued by a governmental authority having jurisdiction, for the transportation of fare paying passengers and which has fixed, established routes only.
 12. **Condition Precedent** shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.
 13. **Congenital Anomaly** refers to a condition(s) which is present since birth, and which is abnormal with reference to form, structure or position.
 - a. **Internal Congenital Anomaly** which is not in the visible and accessible parts of the body is called Internal Congenital Anomaly.
 - b. **External Congenital Anomaly** which is in the visible and accessible parts of the body is called External Congenital Anomaly.
 14. **Co-Payment** means a cost-sharing requirement under a health insurance policy that provides that the policyholder/ insured will bear a specified percentage of the admissible claim amount. A co-payment does not reduce the sum insured.
 15. **Company** means HDFC ERGO General Insurance Company Limited.
 16. **Compensation** means Sum Insured, Total Sum Insured or percentage of the Sum Insured, as appropriate.
 17. **Contribution** is essentially the right of an insurer to call upon other insurers, liable to the same insured, to share the cost of an indemnity claim on a ratable proportion of Sum Insured. This clause shall not apply to any Benefit offered on fixed benefit basis.
 18. **Daily Activities** means activities such as, but not limited to, cooking and/or taking of food, discharging of urine and/or faeces, getting dressed or undressed, washing and taking a bath, walking and general living activities.
 19. **Daily Benefit** means the amount payable for every twenty-four (24) continuous hours an Insured Person is in Hospital as an in-patient up to the maximum number of days stated in the Schedule.
 20. **Date of Loss:**
 - a. **for Accident means** the date of the Accident.
 - b. **for all other benefits** means the date the event happened that leads to an alleged claim.
 - c. **for Sickness** means the first date of diagnosis or the date the Insured Person first became aware of the Sickness.
 21. **Day** means a continuous period of twenty-four (24) hours.
 22. **Day Care Centre** means any institution established for day care treatment of illness and/ or injuries or a medical setup within a hospital and which has been registered with the local authorities, wherever applicable, and is under the supervision of a registered and qualified medical practitioner AND must comply with all minimum criteria as under:
 - a. has qualified nursing staff under its employment.
 - b. has qualified medical practitioner (s) in charge.
 - c. has a fully equipped operation theatre of its own where surgical procedures are carried out.
 - d. maintains daily records of patients and will make these accessible to the Insurance company's authorized personnel.
 23. **Day care treatment** refers to medical treatment, and/or surgical procedure which is:
 - a. undertaken under General or Local Anesthesia in a hospital/ day care centre in less than 24 hrs because of technological advancement, and
 - b. which would have otherwise required a hospitalization of more than 24 hours.
 24. **Deductible** means an amount stated in the Schedule as a percentage, or a fixed amount, which will be deducted from the Compensation for a specific benefit, or a period of time for which the Company will not pay any benefit. A deductible is 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.
 25. **Dental treatment** is treatment carried out by a dental practitioner including examinations, fillings (where appropriate), crowns, extractions and surgery excluding any form of cosmetic surgery/implants.
 26. **Dependent Child** means an unmarried dependent child ordinarily residing with the Insured Person between the ages of three (3) months and up to and including the age of eighteen (18) years, or up to and including the age of twenty one (21) years if in full time education at an accredited tertiary institution at the time of the Date of Loss, including legally adopted and step children, of an Insured Person or the Spouse of an Insured Person.
 27. **Disclosure to information norm:** The Policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non disclosure of any material fact.
 28. **Emergency care** means management for a severe illness or injury which results in symptoms which occur suddenly and unexpectedly, and requires immediate care by a medical practitioner to prevent death or serious long term impairment of the insured person's health.
 29. **Family Accumulation Limit** means the maximum amount payable by the Company in respect of any one Accident, irrespective of the number of Insured Persons from the same Immediate Family involved in such Accident. In the event that an Accident occurs which results in insurable losses under this Policy and which ordinarily would mean that the Family Accumulation Limit is exceeded, the Family Accumulation Limit amount will be on a proportional basis to all Insured Persons from the same Immediate Family, taking into account the maximum Sums Insured per Benefit and per Insured Person.
 30. **Foreign War** means armed opposition, whether declared or not between two countries.
 31. **Franchise** means an amount stated in the Schedule as a percentage or a fixed amount for which the Company will not be responsible if the claim falls below such percentage or fixed amount, or a period of time for which the Company will not be responsible unless the period of time has expired.
 32. **Hospitalisation** Means admission in a Hospital for a minimum period of 24 In patient Care consecutive hours except for specified procedures/ treatments, where such admission could be for a period of less than 24 consecutive hours.
 33. **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 comply with all minimum criteria as under:
 - a. has at least 10 inpatient beds, in those towns having a population of less than 10,00,000 and 15 inpatient beds in all other places;
 - b. has qualified nursing staff under its employment round the clock;
 - c. has qualified medical practitioner (s) in charge round the clock;
 - d. has a fully equipped operation theatre of its own where surgical procedures are carried out.
 - e. maintains daily records of patients and will make these accessible to the Insurance company's authorized personnel.
 34. **Immediate Family/ Immediate Family Member** means an Insured Person's Spouse; children; children-in-law; siblings; siblings-in-law; parents; parents-in-law; grandparents; grandchildren; legal guardian, ward; step or adopted children; step-parents; aunts, uncles; nieces, and nephews, who reside in the same country as the Insured Person.
 35. **Illness** means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment.
 - a. **Acute condition** - 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.

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- 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.
36. **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.
37. **Intensive care unit** means an identified section, ward or wing of a hospital which is under the constant supervision of a dedicated medical practitioner(s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards.
38. **Inpatient care** means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.
39. **Insured Journey** means a trip commencing during the Period of Insurance. The Company agrees to continue the insurance for an Insured Person who commences an Insured Journey before the Policy Expiration Date, on the proviso that premium has been paid for such Insured Journey and the return trip is within One Hundred Eighty (180) Days after the Insured Journey commences.
40. **Insured Person** means anyone over the age of three (3) months and aged seventy (70) years old or younger, except when the Company, at its sole discretion, accepts anyone over 70 years old, for whom premium has been paid and who is identified in Item 6 of the Schedule as an Insured Person.
41. **Medical advise** is any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription.
42. **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.
43. **Medically necessary 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.
44. **Medical practitioner/ Physician** is a person currently legally licensed and registered to practise medicine in the jurisdiction of laws, other than
- an Insured Person under this Policy;
 - an Insured Person's employer or business partner;
 - an Immediate Family of the Insured Person. For purposes of this definition only, the term Immediate Family Member shall not be limited to natural persons resident in the same country as the Insured Person.
45. **Medical Treatment** means a Physician's medical advice, treatment, consultations, and prescribed or remedial attention.
46. **Network:** All such hospitals, day care centers or other providers that the insurance company/ TPA have mutually agreed with, to provide services like cashless access to policyholders. The list is available with the insurer/TPA and subject to amendment from time to time.
47. **Non- Network:** Any hospital, day care centre or other provider that is not part of the network.
48. **Notification of claim** is the process of notifying a claim to the insurer or TPA by specifying the timelines as well as the address / telephone number to which it should be notified.
49. **OPD treatment** is one in which the Insured visits a clinic/ hospital or associated facility like a consultation room for diagnosis and treatment based on the advice of a Medical Practitioner. The Insured is not admitted as a day care or in-patient.
50. **Operative Time** means the time that the insurance is effective as stated on the Schedule.
51. **Period of Insurance** means the Operative Time stated in the Schedule, commencing on or after the Policy Effective Date and terminating on or before the Policy Expiration Date.
52. **Permanent Total Disablement** means disablement, as the result of a Bodily Injury, which:
- continues for a period of twelve (12) consecutive months, and
 - is confirmed as total, continuous and permanent by a Physician after the twelve (12) consecutive months, and
 - entirely prevents an Insured Person from engaging in or giving attention to gainful occupation of any and every kind for the remainder of his/ her life.
53. **Policyholder** means the entity or person named as such in the Schedule.
54. **Reasonable & 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.
55. **Room Rent** Means the amount charged by a hospital for the occupancy of a bed on per day (24 hours) basis and shall include associated medical expenses.
56. **Surgery or Surgical Procedure** means manual and/ or operative procedure (s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a hospital or day care centre by a medical practitioner.
57. **Salary** means the total gross basic annual salary excluding payments for overtime, commission or bonus payable by the Policyholder to the Insured Person at the time of the Date of Loss. For weekly paid Insured Persons, the Salary will be calculated by taking the average gross weekly basic salary of the Insured Person for the thirteen (13) weeks prior to the Date of Loss and multiplying this amount by fifty-two (52).
58. **Serious Injury or Serious Sickness** means Bodily Injury or Sickness certified as being dangerous to life by a Physician.
59. **Sickness** means any fortuitous somatic illness or disease but excluding any disease or illness which is, arises out of or is caused by a condition or defect for which medical treatment was recognised, advised, sought out, or should have reasonably sought out, or received at any time before the Period of Insurance.
60. **Spouse** means an Insured Person's husband or wife who is recognised as such by the laws of the jurisdiction in which they reside.
61. **Subrogation** shall mean 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.
62. **Sum Insured** means the amount stated in the Table of Benefits in the Schedule as the Total Sum Insured, or limited to the specific insurance details in any Section of this Policy.
- The amounts shown in the Item 7 of the Schedule are the Total Sums Insured for each Insured Person for the particular benefit shown, subject at all times to the terms and conditions of the Policy, including but not limited to the exclusions and any additional limitations noted in the wording of each Section.
63. **Terrorism** means activities against persons, organisations or property of any nature:
- that involve the following or preparation for the following:
 - use or threat of force or violence; or
 - commission or threat of a dangerous act; or
 - commission or threat of an act that interferes with or disrupts and electronic, communication, information or mechanical system; and
 - when one or both of the following applies:
 - the effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the

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economy; or

- b. it appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

64. **Total Number of Travel Days** means the maximum number of days insured under the Policy.

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

GENERAL CLAIMS PROVISIONS

1. Written notice of any occurrence which may give rise to a claim under this Policy must be given to the Company as soon as practicable and in any case within thirty (30) Days after such occurrence. Written Notice of Claim must be given to the Company immediately in the case of death, or within thirty (30) Days after the Date of Loss in all other cases.

2. All certificates, information and evidence required by the Company shall be furnished at no expense to the Company and shall be in such form and of such nature as the Company may prescribe. When required by the Company, at its own expense, the Insured Person shall submit to medical examination in respect of any alleged claim that may give rise to a benefit being paid.

3. Complete, written proof of loss must be given to the Company within sixty (60) Days after the Date of Loss, or as soon as reasonably possible. Such proof of loss must contain:

- i. the Policy Number, and
- ii. the preliminary medical report describing the nature and extent of all injuries or Sicknesses, and providing a precise diagnosis, and
- iii. all invoices, bills, prescriptions, Hospital certificates which will permit the Company to accurately determine the total amount of Medical Expenses (if applicable) incurred by the Insured Person, and
- iv. in the case where another party was involved (e.g. a car collision), the names, contact details and if possible insurance details of the other party, and
- v. in the case of death, an official death certificate, succession certificate pursuant to the Indian Succession Act 1925, as amended, and any other legal documents establishing the identity of any and all beneficiaries, and
- vi. proof of age, where applicable, and
- vii. such other information as the Company may require to handle the claim.

a. If an Accident:

- i. detailed circumstances of the Accident and the names of any witnesses, and
- ii. any police reports concerning the Accident, and
- iii. the date a Physician was seen due to the Bodily Injury, and
- iv. the Physician's contact details, or

b. If a Sickness:

- i. the date symptoms of the Sickness began, and
- ii. the date a Physician was seen due to the Sickness, and
- iii. the Physician's contact details.

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

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

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

6. Medical advice of a Physician shall be sought and followed promptly on the

occurrence of any Bodily Injury or Sickness and the Company shall not be liable for any part of any claim which in the opinion of a Physician appointed by the Company arises from the unreasonable or willful neglect or failure of an Insured Person to seek and remain under the care of a Physician.

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

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

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

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

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

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

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

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

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

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

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

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

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

GENERAL EXCLUSIONS

The Company shall not be liable to pay any benefit in respect of any Insured Person:

1. for Bodily Injury or Sickness occasioned by Civil War or Foreign War.
2. for Bodily Injury or Sickness caused or provoked intentionally by the Insured Person.
3. for Bodily Injury or Sickness due to wilful or deliberate exposure to danger, (except in an attempt to save human life), intentional self-inflicted injury, suicide or attempt thereat, or arising out of non-adherence to medical advice.
4. for Bodily Injury or Sickness sustained or suffered whilst the Insured Person is or as a result of the Insured Person being under the influence of alcohol or drugs or narcotics unless professionally administered by a Physician or unless professionally prescribed by and taken in accordance with the directions of a Physician.

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5. for Bodily Injury due to a gradually operating cause.
6. for Bodily Injury sustained whilst or as a result of participating in any sport as a professional player.
7. for Bodily Injury sustained whilst or as a result of participating in any competition involving the utilisation of a motorised land, water or air vehicle.
8. for Bodily Injury sustained whilst or as a result of riding or driving a motorcycle or motor scooter over one hundred fifty (150) cc.
9. for Bodily Injury whilst the Insured Person is travelling by air other than as a fare paying passenger on an aircraft registered to an airline company for the transport of paying passengers on regular and published scheduled routes.
10. for Bodily Injury sustained whilst or as a result of participating in any criminal act.
11. for Bodily Injury or Sickness resulting from pregnancy within twenty-six (26) weeks of the expected date of birth.
12. for Bodily Injury or Sickness caused by or arising from the conditions commonly known as Acquired Immunodeficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV) and/or any related illness or condition including derivatives or variations thereof howsoever acquired or caused. The onus shall always be upon the Insured Person to show that Bodily Injury or Sickness was not caused by or did not arise through AIDS or HIV.
13. for Bodily Injury or Sickness caused by or arising from or due to venereal or venereal related disease.
14. for Bodily Injury sustained whilst or as a result of engaging in, practising for or taking part in training peculiar to any kind of violent labour disturbance, riot or civil commotion or public disorder.
15. for Bodily Injury sustained whilst on service or on duty with or undergoing training with any military or police force, or militia or paramilitary organisation, notwithstanding that the Bodily Injury occurred whilst the Insured Person was on leave or not in uniform.
16. for treatments for nervous or mental problems, whatever their classification, psychiatric or psychotic conditions, depression of any kind, or mental insanity.
17. any pathological fracture.
18. for cures of any kind and all stays in long term care institutions (retirement homes, convalescence centres, centres of detoxification etc.).
19. for investigations, operations or treatment of a purely cosmetic nature; or for obesity; or undertaken to facilitate pregnancy or to cure impotence or to improve potency.
20. for Bodily Injury sustained whilst or as a result of active participation in any hazardous sport such as parachuting, hanggliding, parasailing, off-piste skiing or bungee jumping.
21. any Medical Expenses incurred, the need of which arises out of a Pre existing Condition.
22. for Bodily Injury sustained as the result of Terrorism.

SECTION 1: ACCIDENTAL DEATH

If during the Period of Insurance an Insured Person sustains Bodily Injury which directly and independently of all other causes results in Death within twelve (12) months of the Date of Loss, then the Company agrees to pay to the Insured Person's Beneficiary or legal representative the Compensation stated in the Schedule.

Specific Extensions

1. Disappearance: In the event of the disappearance of the Insured Person, following a forced landing, stranding, sinking or wrecking of a conveyance in which such Insured Person was known to have been travelling as an occupant, it shall be deemed after twelve (12) months, subject to all other terms and conditions of this Policy, that such Insured Person shall have died as the result of an Accident. If at any time, after the payment of the Accidental death benefit, it is discovered that the Insured Person is still alive, all payments shall be reimbursed in full to the Company.
2. Exposure: Death as a direct result of exposure to the elements shall be deemed to be Bodily Injury.

Specific Conditions

If applicable and if payment has been made under the Permanent Disablement

Section, any amounts paid under that Section would be deducted from payment of a claim under this Section of the Policy.

SECTION 2: PERMANENT DISABLEMENT

If during the Period of Insurance an Insured Person sustains Bodily Injury which directly and independently of all other causes results in disablement within twelve (12) months of the Date of Loss, then the Company agrees to pay to the Insured Person the Compensation stated in the specific Table of Benefits below, which is shown as the Table of Benefits in the Schedule. The Deductible or Franchise, if applicable, shall be deducted from the Compensation payable.

Specific Extensions

Exposure: Permanent disablement as a direct result of exposure to the elements shall be deemed to be Bodily Injury.

Specific Provisions

1. Ankylosis of the fingers (other than thumb and forefinger) and of the toes (other than the big toe) shall be limited to fifty percent (50%) of the Compensation payable for the loss of the said members.
2. Any benefit payable under item 23 of Table (C) shall be at the complete discretion of the Company taking into consideration the nature of the Bodily Injury in conjunction with the stated Compensation percentages for more specific injuries shown in the Table of Benefits.

Specific Conditions

1. The insurance shall terminate for an Insured Person under this Section upon payment of a benefit equal to the Total Sum Insured.
2. The total amount payable in respect of more than one disablement due to the same Accident is arrived at by adding together the various percentages shown in the Table of Benefits, but shall not exceed the Total Sum Insured.
3. The Deductible or Franchise, if applicable, shall apply to the total amount payable, irrespective of the number of benefits an Insured Person is entitled to.
4. If an Insured Person dies as the result of the Bodily Injury any amount claimed and paid to an Insured Person under the Permanent Disablement Section will be deducted from any payment under the Accidental Death Section.

Specific Definitions for all Tables of Benefits

1. Limb means the hand above the wrist joint or foot above the ankle joint.
2. Loss of Hearing means the total and irrecoverable Loss of Hearing.
3. Loss of Mastication means the total and irrecoverable loss of ability to chew food.
4. Loss of Sight means the total and irrecoverable Loss of Sight. This is considered to have occurred if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.
5. Loss of Speech means the total and irrecoverable Loss of Speech.

Specific Definitions for Table (A)

Loss used with reference to Limb means the loss by physical severance of such Limb.

Specific Definitions for Table (B)

Loss used with reference to Limb means the loss by physical severance or the total and permanent loss of use of such Limb.

Specific Definitions for Table (C) & Table (D)

Loss used with reference to Limb and / or fingers, thumbs or toes, means the loss by physical severance or the total and permanent loss of use of said member.

TABLE OF BENEFITS – TABLE (A)

The Disablement	Compensation Expressed as a Percentage of Total Sum Insured
1. Permanent Total Disablement	100%
2. Permanent and incurable insanity	100%
3. Permanent Total Loss of two Limbs	100%
4. Permanent Total Loss of Sight in both eyes	100%

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5. Permanent Total Loss of Sight of one eye and one Limb	100%
6. Permanent Total Loss of Speech	100%
7. Complete removal of the lower jaw	100%
8. Permanent Total Loss of Mastication	100%
9. Permanent Total Loss of the central nervous system or the thorax and all abdominal organs resulting in the complete inability to engage in any job and the inability to carry out Daily Activities essential to life without full time assistance	100%
10. Permanent Total Loss of Hearing in both ears	75%
11. Permanent Total Loss of one Limb	50%
12. Permanent Total Loss of Sight of one eye	50%

16. Permanent Total Loss of use of four fingers of either hand	20%
17. Permanent Total Loss of use of one thumb of either hand:	
a. Both joints	20%
b. One joint	10%
18. Permanent Total Loss of one finger of either hand:	
a. Three joints	5%
b. Two joints	3.5%
c. One joint	2%
19. Permanent Total Loss of use of toes:	
a. All – one foot	15%
b. Big – both joints	5%
c. Big – one joint	2%
d. Other than Big – each toe	2%
20. Established non-union of fractured leg or kneecap	10%
21. Shortening of leg by at least 5 cms.	7.50%
22. Ankylosis of the elbow, hip or knee.	20%
23. Permanent disablement not otherwise provided for under Items 2-22 inclusive up to a maximum of	75%

TABLE OF BENEFITS – TABLE (B)

The Disablement	Compensation Expressed as a Percentage of Total Sum Insured
1. Permanent Total Disablement	100%
2. Permanent and incurable insanity	100%
3. Permanent Total Loss of two Limbs	100%
4. Permanent Total Loss of Sight in both eyes	100%
5. Permanent Total Loss of Sight of one eye and one Limb	100%
6. Permanent Total Loss of Speech	100%
7. Complete removal of the lower jaw	100%
8. Permanent Total Loss of Mastication	100%
9. Permanent Total Loss of the central nervous system or the thorax and all abdominal organs resulting in the complete inability to engage in any job and the inability to carry out Daily Activities essential to life without full time assistance	100%
10. Permanent Total Loss of Hearing in both ears	75%
11. Permanent Total Loss of one Limb	50%
12. Permanent Total Loss of Sight of one eye	50%

TABLE OF BENEFITS – TABLE (D)

The Disablement	Compensation Expressed as a Percentage of Total Sum Insured
1. Permanent Total Disablement	100%
2. Permanent and incurable insanity	100%
3. Permanent Total Loss of two Limbs	100%
4. Permanent Total Loss of Sight in both eyes	100%
5. Permanent Total Loss of Sight of one eye and one Limb	100%
6. Permanent Total Loss of Speech	100%
7. Complete removal of the lower jaw	100%
8. Permanent Total Loss of Mastication	100%
9. Permanent Total Loss of the central nervous system or the thorax and all abdominal organs resulting in the complete inability to engage in any job and the inability to carry out Daily Activities essential to life without full time assistance.	100%
10. Permanent Total Loss of Hearing in both ears	75%
11. Permanent Total Loss of one Limb	50%
12. Permanent Total Loss of Sight of one eye	50%
13. Permanent Total Loss of Hearing in one ear	15%
14. Permanent Total Loss of the lens in one eye	25%
15. Permanent Total Loss of use of four fingers and thumb of either hand	40%
16. Permanent Total Loss of use of four fingers of either hand	20%
17. Permanent Total Loss of use of one thumb of either hand:	
a. Both joints	20%
b. One joint	10%
18. Permanent Total Loss of one finger of either hand:	
a. Three joints	5%
b. Two joints	3.5%
c. One joint	2%
19. Permanent Total Loss of use of toes:	
a. All – one foot	15%
b. Big – both joints	5%
c. Big – one joint	2%
d. Other than Big – each toe	2%

TABLE OF BENEFITS – TABLE (C)

The Disablement	Compensation Expressed as a Percentage of Total Sum Insured
1. Permanent Total Disablement	100%
2. Permanent and incurable insanity	100%
3. Permanent Total Loss of two Limbs	100%
4. Permanent Total Loss of Sight in both eyes	100%
5. Permanent Total Loss of Sight of one eye and one Limb	100%
6. Permanent Total Loss of Speech	100%
7. Complete removal of the lower jaw	100%
8. Permanent Total Loss of Mastication	100%
9. Permanent Total Loss of the central nervous system or the thorax and all abdominal organs resulting in the complete inability to engage in any job and the inability to carry out Daily Activities essential to life without full time assistance.	100%
10. Permanent Total Loss of Hearing in both ears	75%
11. Permanent Total Loss of one Limb	50%
12. Permanent Total Loss of Sight of one eye	50%
13. Permanent Total Loss of Hearing in one ear	15%
14. Permanent Total Loss of the lens in one eye	25%
15. Permanent Total Loss of use of four fingers and thumb of either hand	40%

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20. Established non-union of fractured leg or kneecap	10%
21. Shortening of leg by at least 5 cms.	7.50%
22. Ankylosis of the elbow, hip or knee.	20%

SECTION 3: EMERGENCY MEDICAL EXPENSES

If, during the Period of Insurance, an Insured Person sustains Bodily Injury or sudden unexpected Sickness, then the Company will reimburse the Insured Person the necessary Usual and Reasonable Medical Expenses, incurred within two (2) months from the Date of Loss up to the Sum Insured stated in the Schedule. The Deductible or Franchise, if applicable, shall be deducted from the Compensation payable.

Specific Conditions

- Medical Expenses shall include and be limited to the following services:
 - charges for semi-private Hospital room and board, use of the operating room, emergency room, and Ambulatory Medical Centre.
 - fees of Physicians.
 - Medical Expenses, in or out of Hospital, including: laboratory tests, ambulance service (to or from the Hospital), prescription medicines or drugs, therapeutics, anaesthetics (including administration of anaesthetics), transfusions, artificial Limbs or eyes (excluding repair or replacement of these items), x-rays, prosthetic appliances.
 - charges for a registered nurse (R.N).
- If a Policyholder or Insured Person has other insurance against a loss covered by this Section, then the Company shall not be liable for a greater proportion of the loss than the applicable benefit under this Section bears to the total applicable benefit under all such insurance.

Specific Definitions

- Ambulatory Medical Centre** means a licensed facility providing ambulatory surgical or medical treatment, other than a Hospital, clinic or Physician's office.
- Usual and Reasonable Medical Expenses** means fees and prices generally charged in the locality where performed for medically necessary services and supplies required for treatment of cases of comparable severity and nature, but not to include charges that would not have been made if no insurance existed.

Specific Exclusions

The Company shall not be liable to pay any benefit in respect of any Insured Person for:

- any Medical Expenses incurred where an Insured Journey is undertaken against the advice of a qualified licensed medical practitioner.
- any Medical Expenses incurred when the specific purpose of a journey is to receive medical treatment or advice.
- any Medical Expenses incurred within the territorial limits that are not stated in the Schedule.
- any medical treatment, drugs or medicines, prescribed or applied, before the Period of Insurance.
- any dental work.

SECTION 4: EMERGENCY DENTAL TREATMENT

If during the Period of Insurance an Insured Person sustains Bodily Injury or Acute Pain which directly and independently of all other causes results in necessary emergency dental work, then the Company agrees to pay for such costs up to the Total Sum Insured stated in the Schedule. The Deductible or Franchise, if applicable, shall be deducted from the Compensation payable.

Specific Conditions

If a Policyholder or Insured Person has other insurance against a loss covered by this Section, then the Company shall not be liable for a greater proportion of the loss than the applicable benefit under this Section bears to the total applicable benefit under all such insurance.

Specific Definitions

Acute Pain means unexpected and sudden pain that requires immediate treatment.

Specific Exclusions

The Company shall not be liable to pay any benefit in respect of any Insured Person for permanent crowns or artificial teeth.

SECTION 5: EMERGENCY TRAVEL BENEFITS

The benefits below will only be insured as part of the Policy if the Assistance Provider Services Section has been purchased and contact has been made with the Assistance Provider. Contact must be made prior to any arrangements being made for such benefits.

- Medical Repatriation:** If the Insured Person is unable to continue his/her journey after a Hospital stay or medical treatment due to Bodily Injury or Sickness, then the Company agrees to pay the actual costs or the Total Sum Insured stated in the Schedule, whichever is the lesser, for the repatriation of the Insured Person back to the Insured Person's Country of Residence or Country of Citizenship (for Operative Times within the country of residence, the Insured Person will be returned to his/ her home town). If the gravity of the situation so dictates, then the Company will pay for appropriate medical authorities to accompany the Insured Person during the return journey.
- Body Repatriation:** If during the Period of Insurance, an Insured Person dies as the result of Bodily Injury or Sickness then the Company agrees to pay the actual costs or the Total Sum Insured stated in the Schedule, whichever is the lesser, for the repatriation of the corpse of the Insured Person to his/ her Country of Residence or Country of Citizenship (for Operative Times within the country of residence, the corpse will be returned to his/ her home town).

Specific Conditions

- The decision on the most appropriate means, timing and course of action belongs to the Assistance Provider only.
- If a Policyholder or Insured Person has other insurance against a loss covered by this Section, then the Company shall not be liable for a greater proportion of the loss than the applicable benefit under this Section bears to the total applicable benefit under all such insurance.

Specific Exclusions

The Company shall not be liable to pay any benefit in respect of any Insured Person:

- if an Insured Person or anyone acting on behalf of an Insured Person has not contacted the Assistance Provider, prior to any arrangements that may give rise to a claim under this Section.
- any Medical Expenses incurred where an Insured Journey is undertaken against the advice of a qualified licensed medical practitioner.
- any Medical Expenses incurred when the specific purpose of a journey is to receive medical treatment or advice.

SECTION 6: CONTINGENCY TRAVEL BENEFITS

The benefits below will only be insured as part of the Policy if the Assistance Provider Services Section has been purchased and contact has been made with the Assistance Provider. Contact must be made prior to any arrangements being made for such benefits.

Emergency Hotel Extension: If during the Period of Insurance an Insured Person sustains Bodily Injury or Sickness which directly and independently of all other causes results in a Hospital stay as an in-patient for more than five (5) Days and misses his / her scheduled flight back to the country of residence, then the Company agrees to pay for the costs of Hotel accommodation up to the Total Sum Insured stated in the Schedule, or until a return flight becomes available, whichever is the earlier.

Specific Conditions

- The decision on the most appropriate means, timing and course of action belongs to the Assistance Provider only.
- If a Policyholder or Insured Person has other insurance against a loss covered by this Section, then the Company shall not be liable for a greater proportion of the loss than the applicable benefit under this Section bears to the total applicable benefit under all such insurance.

Specific Exclusions

The Company shall not be liable to pay any benefit in respect of any Insured Person:

- if an Insured Person or anyone acting on behalf of an Insured Person has not

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contacted the Assistance Provider, prior to an event that may give rise to a claim under this Section.

- any Medical Expenses incurred where an Insured Journey is undertaken against the advice of a qualified licensed medical practitioner.
- any Medical Expenses incurred when the specific purpose of a journey is to receive medical treatment or advice.

SECTION 7: ACCIDENTAL DEATH - COMMON CARRIER

If during the Period of Insurance an Insured Person is riding as a passenger in or on, boarding or alighting from a Common Carrier and sustains Bodily Injury which directly and independently of all other causes results within twelve (12) calendar months of the Accident in death, then the Company agrees to pay to the Insured Person's Beneficiary or legal representative Compensation stated in the Schedule.

Specific Conditions

If applicable and if payment has been made under the Permanent Disablement or Permanent Disablement – Common Carrier Section, any amounts paid under that Section would be deducted from payment of a claim under this Section of the Policy.

SECTION 8: PERMANENT DISABLEMENT – COMMON CARRIER

If during the Period of Insurance an Insured Person is riding as a passenger in or on, boarding or alighting from a Common Carrier and sustains Bodily Injury which directly and independently of all other causes results in disablement within twelve (12) months of the Date of Loss, then the Company agrees to pay to the Insured Person the Compensation stated in the specific Table of Benefits below, which is shown as the Table of Benefits in the Schedule. The Deductible or Franchise, if applicable, shall be deducted from the Compensation payable.

Specific Conditions

- This insurance shall terminate for an Insured Person under this Section upon payment of a benefit equal to the Total Sum Insured.
- The total amount payable in respect of more than one disablement due to the same Accident is arrived at by adding together the various percentages shown in the Table of Benefits, but shall not exceed the Total Sum Insured.
- The Deductible or Franchise, if applicable, shall apply to the total amount payable, irrespective of the number of benefits an Insured Person is entitled to.
- If an Insured Person dies as the result of the Bodily Injury any amount claimed and paid to an Insured Person under the Permanent Disablement or Permanent Disablement – Common Carrier Section will be deducted from any payment under the Accidental Death – Common Carrier Section.

Specific Provisions

Ankylosis of the fingers (other than thumb and forefinger) and of the toes (other than the big toe) shall be limited to fifty percent (50%) of the Compensation payable for the loss of the said members.

Specific Definitions for all Tables of Benefits

- Limb means the hand above the wrist joint or foot above the ankle joint.
- Loss of Hearing means the total and irrecoverable Loss of Hearing.
- Loss of Mastication means the total and irrecoverable ability to chew food.
- Loss of Sight means the total and irrecoverable Loss of Sight. This is considered to have occurred if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.
- Loss of Speech means the total and irrecoverable Loss of Speech.

Specific Definitions for Table (B)

Loss used with reference to Limb and/ or fingers, thumbs or toes, means the loss by physical severance or the total and permanent loss of use of said member.

TABLE OF BENEFITS – TABLE (B)

The Disablement	Compensation Expressed as a Percentage of Total Sum Insured
1. Permanent Total Disablement	100%
2. Permanent and incurable insanity	100%
3. Permanent Total Loss of two Limbs	100%

4. Permanent Total Loss of Sight in both eyes	100%
5. Permanent Total Loss of Sight of one eye and one Limb	100%
6. Permanent Total Loss of Speech	100%
7. Complete removal of the lower jaw	100%
8. Permanent Total Loss of Mastication	100%
9. Permanent Total Loss of the central nervous system or the thorax and all abdominal organs resulting in the complete inability to engage in any job and the inability to carry out Daily Activities essential to life without full time assistance	100%
10. Permanent Total Loss of Hearing in both ears	75%
11. Permanent Total Loss of one Limb	50%
12. Permanent Total Loss of Sight of one eye	50%

SECTION 9: HOSPITAL CASH – ACCIDENT & SICKNESS

If during the Period of Insurance an Insured Person sustains Bodily Injury or Sickness which directly and independently of all other causes results in the Insured Person being in a Hospital as an in-patient within one (1) calendar month of the Date of Loss, then the Company agrees to pay to the Insured Person the Daily Benefit stated in the Schedule. The Deductible or Franchise, if applicable, shall be deducted from the Compensation payable.

Specific Provisions

In case of successive Hospital stays with less than sixty (60) Days between each one for a same cause, the Deductible or Franchise will only apply once, as the Hospital stays will be deemed as one event.

Specific Conditions

Once the Company has paid the Daily Benefit up to the maximum number of Days stated in the Schedule, cover under this Section will cease for such Insured Person.

SECTION 10: LOSS OF BAGGAGE & PERSONAL DOCUMENTS

If, during the Period of Insurance, the Baggage, Personal Documents and/or Personal Effects owned by or in the custody of an Insured Person are damaged or lost, then the Company will reimburse the Insured Person the cost of replacement of the articles for any amount up to the Total Sum Insured stated in the Schedule. The Deductible, if applicable, shall be deducted from the Compensation payable.

Specific Conditions

- Any valid claim involving a motor vehicle, and at all time subject to Specific Exclusion (5), will be limited to a maximum of fifty percent (50%) of the Sum Insured stated in the Schedule.
- All claims will be subject to the Company at its own discretion assessing the value of the claim based on the age and estimated wear and tear of the article that forms the basis of the claim.
- If applicable and if payment has been made under the Baggage Delay Section, any amounts paid would be deducted from payment of a claim under this Section of the Policy.
- If a Policyholder or Insured Person has other insurance against a loss covered by this Section, then the Company shall not be liable for a greater proportion of the loss than the applicable benefit under this Section bears to the total applicable benefit under all such insurance.

Specific Definitions

Personal Documents means an Insured Person's identity card (if applicable), ration card, voter identity card, passport, driving licence and car licence.

Specific Claims Provisions:

In the event of a claim the Insured Person must:

- give immediate written notice:

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- a. to the relevant Common Carrier in the event of loss or damage in transit;
 - b. to the relevant police authority in the event of loss or theft;
2. submit a copy of the relevant Common Carrier or police report when a claim is made;
 3. obtain a Common Carrier or police report where the loss occurred;
 4. in the event of loss by a Common Carrier, retain original tickets and baggage slips and submit them when a claim is made;
 5. submit original purchase receipts in the event of claims regarding goods purchased during the Insured Journey; and
 6. for claims involving jewellery, submit original or certified copies of valuation certificates issued prior to the commencement of the Period of Insurance, when a claim is made.

For purposes of any claim hereunder:

1. a pair of skis, ski boots and accessories shall be regarded as one item;
2. bottles of perfume, aftershave, and make up shall together be regarded as one item;
3. the equipment and accessories of any sport that an Insured Person takes on a trip shall be regarded as one item.

Specific Exclusions:

The Company shall not be liable to pay any benefit in respect of any Insured Person for:

1. loss of cash, bank or currency notes, cheques, debit or credit cards or unauthorised use thereof, postal orders, travellers cheques, travel, tickets, securities of any kind and petrol or other coupons.
2. mechanical or electrical breakdown or derangement or breakage of fragile or brittle articles, or damage caused by such breakage unless caused by fire or by Accident to the conveying vehicle.
3. destruction or damage due to wear and tear, moth or vermin.
4. baggage, clothing and personal effects dispatched as unaccompanied baggage.
5. theft from a motor vehicle unless the property is securely locked in the boot and entry to such vehicle is gained by visible, violent and forcible means.
6. loss or damage to sports equipment whilst in use, contact lenses, samples, tools.
7. for loss, destruction, or damage due to delay, confiscation or detention by order of any government or Public Authority.
8. for loss, destruction or damage directly occasioned by pressure waves, caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
9. for loss, destruction or damage caused by any process of cleaning, dyeing, repairing or restoring.
10. for loss, destruction, or damage caused by atmospheric or climatic conditions or any other gradually deteriorating cause.
11. a claim involving animals.
12. loss, including but not limited to loss by theft, or damage to vehicles or other accessories.
13. for any loss that is not reported either to the appropriate police authority or transport carrier within twenty four (24) hours of discovery or if the carrier is an airline if a property irregularity report is not obtained.
14. baggage and/or personal effects sent under an airway-bill or bill of lading.
15. computer equipment, cameras, musical instruments, radios and portable radio /cassette/compact disc players.
16. contact lenses, glasses, hearing aids or bridges or dentures for a tooth or teeth.

SECTION 11: LOSS OF CHECKED BAGGAGE

If, during the Period of Insurance, the Baggage, Personal Documents and/or Personal Effects that have been checked in on the same Common Carrier as a travelling Insured Person, are damaged or lost, then the Company will reimburse the Insured Person the cost of replacement of the articles for any amount up to the Total Sum Insured stated in the Schedule. The Deductible, if applicable, shall be deducted from the Compensation payable.

Specific Conditions

1. All claims will be subject to the Company at its own discretion assessing the value of the claim based on the age and estimated wear and tear of the article that forms the basis of the claim.
2. If applicable and if payment has been made under the Baggage Delay Section, any amounts paid would be deducted from payment of a claim under this Section of the Policy.
3. If a Policyholder or Insured Person has other insurance against a loss covered by this Section, then the Company shall not be liable for a greater proportion of the loss than the applicable benefit under this Section bears to the total applicable benefit under all such insurance.

Specific Definitions

Personal Documents means an Insured Person's identity card (if applicable), ration card, voter identity card, passport, driving licence and car licence.

Specific Claims Provisions

In the event of a claim the Insured Person must:

1. give immediate written notice:
 - a. to the relevant Common Carrier in the event of loss or damage in transit;
 - b. to the relevant police authority in the event of loss or theft;
2. submit a copy of the relevant Common Carrier or police report when a claim is made;
3. obtain a Common Carrier or police report where the loss occurred;
4. in the event of loss by a carrier, retain original tickets and baggage slips and submit them when a claim is made;
5. submit original purchase receipts in the event of claims regarding goods purchased during the Insured Journey; and
6. for claims involving jewellery, submit original or certified copies of valuation certificates issued prior to the commencement of the Period of Insurance, when a claim is made.

For purposes of any claim hereunder:

1. a pair of skis, ski boots and accessories shall be regarded as one item;
2. bottles of perfume, aftershave, and make up shall together be regarded as one item;
3. the equipment and accessories of any sport that an Insured Person takes on a trip shall be regarded as one item.

Specific Exclusions

The Company shall not be liable to pay any benefit in respect of any Insured Person for:

1. loss of cash, bank or currency notes, cheques, debit or credit cards or unauthorised use thereof, postal orders, travellers cheques, travel, tickets, securities of any kind and petrol or other coupons.
2. mechanical or electrical breakdown or derangement or breakage of fragile or brittle articles, or damage caused by such breakage unless caused by fire or by Accident to the conveying vehicle.
3. destruction or damage due to wear and tear, moth or vermin.
4. baggage, clothing and personal effects dispatched as unaccompanied baggage.
5. theft from a motor vehicle unless the property is securely locked in the boot and entry to such vehicle is gained by visible, violent and forcible means.

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6. loss or damage to sports equipment whilst in use, contact lenses, samples, tools.
7. for loss, destruction, or damage due to delay, confiscation or detention by order of any government or Public Authority.
8. for loss, destruction or damage directly occasioned by pressure waves, caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
9. for loss, destruction or damage caused by any process of cleaning, dyeing, repairing or restoring.
10. for loss, destruction, or damage caused by atmospheric or climatic conditions or any other gradually deteriorating cause.
11. a claim involving animals.
12. loss, including but not limited to loss by theft, or damage to vehicles or other accessories.
13. for any loss that is not reported either to the appropriate police authority or transport carrier within twenty four (24) hours of discovery or if the carrier is an airline if a property irregularity report is not obtained.
14. baggage and/or personal effects sent under an airway-bill or bill of lading.
15. computer equipment, cameras, musical instruments, radios and portable radio/cassette/compact disc players.
16. contact lenses, glasses, hearing aids or bridges or dentures for a tooth or teeth.

SECTION 12: BAGGAGE DELAY

If, during the Period of Insurance, the baggage and/or personal effects owned by or in the custody of an Insured Person is delayed or misdirected for more than the Deductible stated in the Schedule, then the Company will reimburse the Insured Person the cost of necessary personal effects up to the Sum Insured stated in the Schedule.

Specific Conditions

1. The baggage and/or personal effects must have been checked in as registered baggage by the airline operating under a licence issued by a governmental authority having jurisdiction for the transportation of fare paying passengers on fixed established routes, for any benefit to be payable under this Section.
2. If upon further investigation it is later determined that the baggage and/or personal effects has been lost, then any amount claimed and paid to an Insured Person under the Baggage Delay Section will be deducted from any payment under the Baggage Loss Section.
3. An Insured Person shall exercise all reasonable measures and precautions for the safety of, and recovery of, any property insured hereunder. Notification of any apparent delay to baggage must be made immediately to the airline concerned.
4. If a Policyholder or Insured Person has other insurance against a loss covered by this Section, then the Company shall not be liable for a greater proportion of the loss than the applicable benefit under this Section bears to the total applicable benefit under all such insurance.
5. If the Insured Person receives any form of compensation from the Common Carrier in the form of vouchers, tickets or coupons, then these items will be surrendered to the Company.

Specific Exclusions

The Company will not indemnify the Insured Person for delayed baggage as a result of the following:

1. chartered flights, unless such flights are registered in the International Data System.
2. confiscation of baggage by customs or any government authority.
3. Purchases made after arriving in the final destination mentioned on the airline ticket.
4. baggage and/ or personal effects sent under an airway-bill or bill of lading.
5. delays due to a strike or industrial action existing or announced before the start of the journey.

6. delays due to withdrawal of aircraft from service by any civil aviation authority of which notice had been given before the start of the journey.
7. any delays of the return journey.

SECTION 13: FLIGHT DELAY

If during the Period of Insurance, the flight on which an Insured Person is due to travel is delayed in excess of the Deductible, then the Company agrees to reimburse up to the amount stated in the Schedule per hour, or up to the Total Sum Insured, whichever is the lesser, for essential purchases, such as meals, refreshments or other related expenses directly resulting from the:

1. delay or cancellation of the Insured Person's booked and confirmed flight.
2. late arrival of the Insured Person's connecting flight causing the Insured Person to miss his or her onward connection.
3. or a late arrival (of more than 1 hour) of public transport causing the Insured Person to miss the flight.

Specific Conditions

1. If a Policyholder or Insured Person has other insurance against a loss covered by this Section, then the Company shall not be liable for a greater proportion of the loss than the applicable benefit under this Section bears to the total applicable benefit under all such insurance.
2. If the Insured Person receives any form of compensation from the Common Carrier in the form of vouchers, tickets or coupons, then these items will be surrendered to the Company.

Specific Claims Provisions

All claims must be submitted in writing to the Company by the Insured Person, or his/her legal representative and all information, documents, and evidence required by the Company shall be furnished at no expense to the Company and shall be in such form and of such nature as the Company may prescribe. All claims must be reported to the Company within twenty- one (21) Days of a delay occurring, and must contain:

- a. the policy number.
- b. detailed circumstances of the delay.
- c. a copy of declaration of delay made by the public transport company (other than an airline).
- d. all receipts, all invoices serving as proof of purchases made in connection with the flight delay, as well as proof of the delay and the flight number and place where the delay occurred.

Specific Exclusions

The Company shall not be liable for any claim:

1. arising or as the result of chartered flights, unless such flights are registered in the International Data System.
2. if comparable alternative transport has been made available within six (6) hours after scheduled departure time or within six (6) hours of an actual connecting flight arrival time.
3. if an Insured Person fails to check-in according to the itinerary supplied, unless it is due to a strike.
4. if the delay is due to a strike or industrial action existing or announced before the start of the journey.
5. if the delay is due to withdrawal of aircraft from service by any civil aviation authority of which notice had been given before the start of the journey.

SECTION 14: HIJACKING

If during the Period of Insurance an Insured Person is travelling on board a Common Carrier which is Hijacked, then the Company agrees to pay to the Insured Person the Compensation stated in the Schedule for every six (6) continuous hours in excess of the Deductible up to the Total Sum Insured.

Specific Definitions

Hijacked means the unlawful seizure or wrongful exercise of control of a Common Carrier, or the crew thereof.

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Specific Exclusions

The Company shall not be liable to pay any benefit in respect of any Insured Person for any claim caused by civil authority.

SECTION 15: PERSONAL LIABILITY

Property Damage

If while this Policy is in force a claim is made or a suit brought against an Insured Person for Property Damage that occurred during the Period of Insurance, then the Company agrees to pay to the Insured Person the Compensation stated in the Schedule, up to the Total Sum Insured, for the damages for which the Insured Person is legally liable.

Medical Payments to Others

If while this Policy is in force a claim is made or a suit brought against an Insured Person for Medical Expenses as the result of an Accident that occurred during the Period of Insurance caused by the Insured Person and resulting in Bodily Injury to another person, then the Company agrees to pay to the Insured Person the Compensation stated in the Schedule, up to the Total Sum Insured, for the damages for which the Insured Person is legally liable.

In no event with the Company pay more than the Total Sum Insured for all Property Damage or Medical Expenses arising out of one event.

Specific Conditions

1. If a Policyholder or Insured Person has other insurance against a loss covered by this Section, then the Company shall not be liable for a greater proportion of the loss than the applicable benefit under this Section bears to the total applicable benefit under all such insurance.
2. The Total Sum Insured is the total amount payable for Property Damage and Medical Payments to Others combined, not for each one.

Specific Definitions

1. **Medical Expenses** means reasonable charges for medical, surgical, X-ray, dental, ambulance, Hospital, professional nursing, prosthetic devices and funeral services.
2. **Property Damage** means physical injury to, destruction of or loss of use of tangible property.

Specific Exclusions

The Company will not be liable for any claims caused by or resulting either directly or indirectly from:

1. liability which is expected or intended by an Insured Person.
2. liability arising out of or in connection with a business engaged in by an Insured Person. This exclusion applies but is not limited to an act or omission,
3. 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.
4. liability arising out of the rental or holding for rental of any part of any premises or a motor vehicle of any kind by an Insured Person.
5. liability arising out of the rendering of or failure to render professional services.
6. liability arising out of a premises, water craft or aircraft that is owned by, rented to or rented by an Insured Person.
7. liability arising out of the ownership, maintenance, use, loading or unloading of motor vehicles, all other motorised land conveyances, water craft or aircraft.
8. liability arising out of the transmission of a communicable disease by an Insured Person.
9. liability arising out of sexual molestation, corporal punishment, or physical or mental abuse.
10. 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 government agency.
11. liability under any contract or agreement.
12. property Damage to property owned by an Insured Person.

13. property Damage to property rented to, occupied, or used by or in the care of an Insured Person.
14. bodily Injury to any person eligible to receive any benefits voluntarily provided or required to be provided by an Insured Person under any worker's compensation law, non occupational disablement law or occupational diseases law.
15. any claims or suits arising from any Immediate Family Member, Close Business Associate or an Immediate Family Member of a Close Business Associate against an Insured Person.

SECTION 16: FINANCIAL EMERGENCY ASSISTANCE

The deductible excess in respect of this benefit will be applicable for each separate claim, and shall be of an amount as specified in the Schedule of this Policy. For the purpose of this benefit, 'financial emergency' shall mean a situation wherein the insured loses all or a substantial amount of his/her travel funds due to theft, robbery, mugging or dacoity, such that there is a detrimental effect on his/her travel plans.

The Company shall have the sole discretion to determine whether a 'financial emergency' has occurred in any instance.

This is an assistance provided by the company through service provider. The assistance would be provided subject to the terms and conditions of the service provider, as stated below.

Specific Exclusions

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

1. A shortage or loss of funds due to currency fluctuation, errors omissions, exchange, loss or depreciation in value.
2. Any loss not reported to the police authorities having jurisdiction at the place of loss within 24 hours of the occurrence of the incident and a written report being obtained for the same.
3. Any claim in respect of a loss of traveller's cheques not immediately reported to the local branches or agents of the issuing authority.
4. Loss of funds not kept in the personal custody of the Insured.
5. Any reimbursement under Financial Emergency Assistance is excluded if the claim is put up after arrival of the Insured to the Republic of India.
6. Any exclusion mentioned in the 'General Exclusions' section of this Policy.

1. ATTACHMENT

HDFC ERGO General Insurance Limited
6th Floor, Leela Business Park,
Andheri-Kurla Road, Andheri (East),
Mumbai 400059
India

International SOS Assistance Company

International SOS operates a twenty-four (24) hour, seven (7) Days a week, toll-free emergency telephone assistance service. To access the emergency assistance services while travelling, please call one of the following emergency telephone numbers:

Telephone numbers:
Land line: 011-41898872
Fax: 011-41898801
Email: hdfcergo@internationalsos.com
Toll Free No. 1866 202 4700 (For USA Only)

In the event of a travel-related emergency, International SOS will provide the following assistance services:

1. **Pre-Departure Services**
 - a. **Banking Facilities:** information on currencies, banking procedures and bank hours in the country of destination.
 - b. **Car rental Agency Referral & Limousine Arrangements:** a referral to car rental companies in foreign countries.
 - c. **Destination Information:** general information on the destination, normally via fax.

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- d. **Foreign Exchange Information Services:** information concerning exchange rates of major foreign currencies.
- e. **Hotel Accommodation Referral:** the names, addresses, contact numbers of hotels in major foreign cities world-wide.
- f. **Inoculation Information Services:** information concerning inoculation requirements for foreign countries.
- g. **Travel Advisory Services:** information concerning foreign ministry health and security advisories and circulars.
- h. **Visa Information Service:** information concerning Visa requirements for foreign countries.
- i. **Weather Information Services** - weather forecasts and temperatures of foreign countries.
2. **Travel Assistance Services**
- a. **Arrangement of a Bail Bond:** the arrangement of a bail bond in the event that an Insured Person has been arrested following a car Accident. The Assistance Provider will only arrange the financial guarantee if payment has been secured through an Insured Person's credit card or personal assets.
- b. **Arranging an Emergency Cash Advance:** assistance and will handle liaisons with banks to arrange a cash advance (s) to the Insured Person, subject to suitable guarantees.
- c. **Arranging for Replacement of Lost Passports:** assistance in contacting with consular authorities in case of the loss or theft of an Insured Person's passport, and arranging its replacement.
- d. **Arranging for Replacement of Lost Travel Documents:** assistance in replacing travel documents or tickets in the event of a theft or loss or emergency.
- e. **Car Rental:** arrangement of a rented car in the event of an emergency. Payment is for the account of the Insured Person.
- f. **Claims Assistance:** details to an Insured Person on how to correctly file a claim to the Company.
- g. **Embassy Referral:** the address, contact numbers, and office hours for appropriate embassies and consulates in an emergency.
- h. **Emergency Travel Services:** assistance in new travel arrangements and reservations in the event of pre-departure cancellation or interruption, curtailment or delay during the trip, or following a Hospital stay of the Insured Person.
- i. **Interpreter Referral:** the name, address, contact numbers and office hours for interpreters world-wide.
- j. **Interpreting Assistance:** an interpretation service over the telephone.
- k. **Legal Referral:** the name, address, contact numbers, and office hours of lawyers or legal practitioners where and when necessary.
- l. **Lost Luggage Assistance:** assistance for an Insured Person who has lost his or her luggage while travelling by contacting the appropriate authorities involved and advising the Insured Person who they should contact to recover their lost luggage.
- m. **Lost Travel Documents/ Credit Card Assistance:** directions on reporting the loss and requesting replacement in the event an Insured Person loses a travel document or credit card whilst abroad.
- n. **Restaurant Referral:** a referral to restaurants in major foreign cities.
- o. **Secretarial Services & Business Centres Referral:** wherever possible, a referral to secretarial services and business centres world-wide.
3. **Emergency Medical and Related Services**
- a. **Medical Advice Over the Phone:** medical advice over the telephone.
- b. **Medical Service Provider Referral:** information regarding Physicians, Hospitals, Clinics, Dentists when and where the Insured Person needs treatment.
- c. **Arrangement of Doctors Appointments:** assistance in arranging appointments for an Insured Person with medical service providers if necessary.
- d. **Replacement of Essential Medicine:** arrangement for the replacement of essential medicines, subject to local regulations.
- e. **Arrangement of Hospital Admission:** arrangements for Hospital admission when the medical condition of the Insured Person requires such action.
- f. **Guarantee of Medical Expenses Incurred During a Hospital stay:** a guarantee for the medical treatment necessary during an Insured Person's Hospital stay. The guarantees will only be arranged if the Assistance Provider has secured payment through an Insured Person's credit card or through the Insured Person's assets or the insurance Policy.
- g. **Monitoring of Medical Condition during a Hospital stay:** Constant monitoring of the Insured Person's medical condition with the attending Physician if an Insured Person is hospitalised.
- h. **Emergency Message Transmission:** a messenger service to transmit messages or medical information, upon the Insured Person's request and consent, to the Insured Person's family, friends and/ or business associates following a medical emergency.
- i. **Arranging Emergency Medical Evacuation:** arrangement of air/ surface transportation, medical care during transportation, communications and all usual ancillary services when moving an Insured Person to the nearest Hospital where appropriate treatment can be received.
- j. **Arrangement of Medical Repatriation:** arrangement of air/ surface transportation, necessary medical care during transportation, communications and all usual ancillary services when moving an Insured Person to his/her country of residence following an emergency medical evacuation for subsequent in-Hospital treatment.
- k. **Arrangement of Repatriation of Mortal Remains:** the transportation of the Insured Person's mortal remains from the place of death to his /her home country or arrange for local burial at the place of death.
- l. **Arrangement of Compassionate Visit:** the return airfare for an Immediate Family Member of the Insured Person to visit the Insured Person when outside their normal country of residence.
- m. **Arrangement of Return of a Dependent Child:** a one-way airfare for the return of a Dependent Child to his or her home country, if such Dependent Child is left unattended due to an Insured Person being hospitalised or expecting to be hospitalised for more than five (5) Days.
- n. **Arrangement of Hotel Accommodation** - hotel arrangements for a visiting family member or a Replacement Business Colleague if an Insured Person is hospitalised or is expected to be hospitalised for five (5) or more Days.
- Specific Conditions**
- The decision on the most appropriate means and timing belongs to The Assistance Provider.
- GRIEVANCE REDRESSAL PROCEDURE**
- If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through:
- **Call Center (Toll free helpline)**
 - 1800 2 700 700 (accessible from any Mobile and Landline within India)
 - 1800 226 226 (accessible from any MTNL and BSNL Lines)
 - Email – grievance@hdfcergo.com
 - Designated Grievance Officer in each branch.
 - Company Website – www.hdfcergo.com
 - Fax : 022 - 66383699
 - Courier : Any of our Branch office or corporate office
- You may also approach the Complaint & Grievance (C&G) Cell at any of our branches with the details of your grievance during our working hours from Monday to Friday.
- If you are not satisfied with our redressal of your grievance through one of the above methods, you may contact our Head of Customer Service at
- The Complaint & Grievance Cell,
HDFC ERGO General Insurance Company Limited
6th Floor, Leela Business Park,**

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**Andheri Kurla Road,
Andheri, Mumbai – 400059**

In case you are not satisfied with the response / resolution given / offered by the C&G cell, then you can write to the Principal Grievance Officer of the Company at the following address:

To the Principal Grievance Officer

**HDFC ERGO General Insurance Company Limited
6th floor, Leela Business Park.
Andheri Kurla Road,
Andheri (E), Mumbai – 400059
e-mail: principalgrievanceofficer@hdfcergo.com**

You may also approach the nearest Insurance Ombudsman for resolution of your grievance. The contact details of Ombudsman offices are mentioned below if your grievance pertains to:

- **Insurance claim that has been rejected or dispute of a claim on legal construction of the policy**
- **Delay in settlement of claim**
- **Dispute with regard to premium**
- **Non-receipt of your insurance document**

Ombudsman Offices	
Jurisdiction	Office Address
Delhi, Rajasthan	2/2 A, 1st Floor, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI – 110 002
West Bengal, Bihar	29, N. S. Road, 3rd Fl., North British Bldg. KOLKATA - 700 001.
Maharashtra	3rd Flr., Jeevan Seva Annexe, S. V. Road, Santa Cruz (W), MUMBAI - 400 054
Tamil Nadu, Pondicherry	Fatima Akhtar Court, 4th Flr., 453 (old 312), Anna Salai, Teynampet, CHENNAI - 600 018
Andhra Pradesh	6-2-46, 1st Floor, Moin Court, Lane Opp. Saleem Function Palace A. C. Guards, Lakdi- ka-pool, HYDERABAD - 500 004
Gujarat	2nd Flr., Ambica House, Nr. C. U. Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD - 380 014
Kerala, Karnataka	2nd Flr., CC 27/ 2603, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, ERNAKULAM - 682 015
North-Eastern States	Aquarius, Bhaskar Nagar, R. G. Baruah Rd. GUWAHATI - 781 021
Uttar Pradesh	Jeevan Bhawan, Phase 2, 6th Floor, Nawal Kishore Rd., Hazartganj, LUCKNOW - 226 001
Madhya Pradesh	1st Floor, 117, Zone-II, (Above D. M. Motors Pvt. Ltd.) Maharana Pratap Nagar, BHOPAL - 462 011
Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh	S. C. O. No. 101,102 & 103, 2nd Floor, Batra Building, Sector 17-D, CHANDIGARH - 160 017
Orissa	62, Forest Park, BHUBANESWAR - 751 009