

TRIP LIABILITY COVERAGE



PERSONAL EXTENDED PROTECTION POLICY

Whereas the Insured by a proposal and declaration which shall form the basis of this contract, has applied to Tata-AIG General Insurance Company Ltd. (hereinafter called the Company) and having paid the full Premium mentioned in the schedule as consideration for the insurance, The Company Agrees, (Subject to the Terms, Conditions and Exclusions contained herein or endorsed or otherwise expressed hereon) to pay the Insured, if the insured shall sustain loss, damage or liability during the period of insurance stated herein, the amount of benefits specified herein or liability incurred but not exceeding in any one period of insurance in respect of each of the several items specified herein the sum set opposite thereto respectively.

POLICY DEFINITIONS

This section is applicable to all coverage sections of the policy.

- A. You and Your means:
 - 1. The "named insured" shown in the Declaration page; and
 - 2. The legally married spouse or dependent children under age 21 (twenty-one), living with you in your home.
- B. We, Us, and Our means the Tata AIG General Insurance Company Ltd.
- C. Relative means your legally married spouse, parent, step-parent, parent in-law, grandparent, child, stepchild, legally adopted child, grandchild, brother, brother in-law, sister, sister in-law, son in-law, daughter in-law, uncle, aunt, niece, nephew, and first cousin.
- D. Policy period means the period of time you are covered by this insurance from the effective date to the expiration date.
- E. Money means currency, coins and bank notes in current use and having a face value.
- F. Payment card means an ATM card, credit card, charge card, prepaid card or debit card issued by a qualified financial institution for personal use only.
- G. SIM card means the Subscriber Identity Module (SIM) card that is delivered together with a subscription contract or pay-as-you-go contract used for the operating of mobile phones.
- H. ATM means automatic teller machine.
- I. Lost or Stolen means having been inadvertently lost or having been stolen by a third party without your assistance, consent or co-operation.
- J. Cheque(s) means any bank draft drawn against deposited funds to pay a specific sum to a specified payee on demand other than drafts with a stamped signature.
- K. Residence means the place that is shown as the "insured mailing address" on the Policy Schedule.
- L. Business means:
 - 1. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
 - 2. Any other activity engaged in for money or other compensation.

Trip liability coverage

I. What We Cover

We will pay your liability in respect of accidental bodily injury and property damages to third parties during your trip travel time when the cost of the passenger fare(s) are charged to your payment card or paid otherwise while the insurance is effective.

II. Coverage Exclusions

We will not pay for any bodily injury or property damage loss that:

1. occurred during a travel time that is longer than 31 days;
2. occurred while operating or due to ownership of any motorcars or motor-driven machines, sailing or motor boats, and/or aircraft;
3. arises out of a communicable disease that you transmit;
4. occurred because you have used alcohol, illegal drugs or narcotics, and medicines which have not been prescribed by a doctor;
5. arises out of competing or participating in competitive/dangerous sports including but not limited to mountaineering, boxing, polo, parachuting, gliding, and/or underwater diving using personal breathing apparatus;
6. you assume under any agreement contract;
7. occurred to you and/or your relatives;
8. arises out of your participation in demonstrations, strikes, riots, illegal acts or acts of terrorism.
9. arises out of any business pursuits, professional services performed during trip travel time.
10. arises out of any criminal, willful, intentional, malicious act or omission

III. Coverage Condition

1. For a covered trip, the coverage commences when you leave your place of residence to commence the trip and will terminate with whichever of the following occurs first: the time of return to your place of residence upon completion of your trip or the expiry of the policy. In any event coverage will not commence more than 24 hours prior to the booked departure time and will cease 24 hours after your actual return time.
In respect of a one-way trip only, the coverage will terminate with whichever of the following occurs first: the time a covered common carrier arrives at its destination or the expiry of the policy.

IV. Duties After An Accident or Loss

In the event of a covered loss:

1. You shall call us at 1800119966 or provide written intimation within 7 days from the loss occurrence to make a claim and obtain the proper forms and instructions;
2. You shall complete and return any necessary documents including but not limited to claim forms, police reports, demands, notices and any other documents we may ask you to provide;
3. The claims form and accompanying documents must be returned to us within 3 days of making the original claim.

Coverage Definitions

1. Trip means any travel with a distance that is greater than 50 miles or 80 kilometers from your Residence.
2. Passenger fare(s) means the fare you paid to travel by a common carrier, and only includes a taxi for hire, bus, train, airplane, or ship.
3. Travel time means the time period from when you leave your place of residence to commence the trip to the time of return to your place of residence on completion of your trip. In respect of a one-way trip only, it will end at the time the common carrier you took arrives at its destination.
4. Bodily injury means bodily harm, sickness or disease, including required care, loss of services and death that results.
5. Property damage means physical damage to, destruction of, or loss of use of tangible property.
6. Luggage means your suitcases, hand-luggage and their contents, provided they contain clothing and personal effects you take on your trip, or clothing and personal effects you acquire during your trip.
7. Personal Papers means identification documents issued by your country, state or province including but not limited to your driver's license and passport.
8. Burglary means the taking of your property by a person or persons who illegally entered the premises using force or violence of which there shall be visible signs of entry.
9. Replacement cost means the amount it would cost to replace an item of similar specifications at current prices.
10. Theft means an act of directly or indirectly and illegally permanently depriving you and/or your family of the possession of the contents by any person by violent or forceful means or otherwise.
11. Personal effects means clothes and other articles of personal nature likely to be worn, used or carried but excluding money, jewellery and valuables.

POLICY EXCLUSIONS

This section is applicable to all coverage sections of the policy.

We will not cover the following:

- A. Losses that do not occur within the policy period;
- B. Losses that result from or related to business pursuits including your work or profession;
- C. Losses caused by illegal acts;
- D. Losses that you have intentionally caused;
- E. Losses that result from the direct actions of a relative, or actions that a relative knew of or planned.
- F. Losses due to war, invasion, act of foreign enemy, hostilities or warlike operations (whether war has been declared or not), civil war, rebellion, revolution, insurrection, civil commotion, uprising, military or usurped power, martial law, riot or the act of any lawfully constituted authority.
- G. Losses due to the order of any government, public authority, or customers' officials.
- H. Losses due to ionising radiations contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion (including any self sustaining process of nuclear fission) of nuclear fuel.
- I. Losses due to the radioactive toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- J. Losses due to nuclear weapons material.
- K. Terrorism Exclusion Warranting notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes 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.

For the purpose of this endorsement 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.

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.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.