TPL Insurance will provide the insurance described in this policy to the Named Insured (s) named in the Application in return for the premium and compliance with all applicable provision of this policy.

#### Part A: General Definitions

In this policy "You" and "Your" refer to the "named Insured (s)" shown in the Application "We", "Us" and "Our" refer to TPL Insurance, the Company, providing this insurance. In addition, certain words and phrases are defined as follows:

- **1. Family -** A group consisting of parents and children living together in a household.
- **2. Common Carrier-** means any land, water or air conveyance operated under a valid license for the transportation of passengers for hire.
- **3. Effective Date** means the date on which You are originally scheduled to leave the country. This date is specified in the travel documents.
- **4. Return Date** means the date which You are originally scheduled to return to the country from where you departed. This date is specified in the travel documents.
- **5. Hospital** means a place that: (a) holds a valid license (if required by law); (b) operates primarily for the care and treatment of sick or injured persons; (c) has a staff of one or more physicians available at all times; (d provides 24-hours nursing service and has at least one registered professional nurse on duty at all times; (e) has organized diagnostic and surgical facilities either on premises or in facilities available to the hospital on a prearranged basis; and (f) is not, except incidentally, a clinic, nursing home, rest home, or convalescent home for the aged, or a facility operated as a drug and/ or alcohol treatment center or personality disorder treatment.
- **6. Injury** means physical bodily injury caused solely and directly by violent, accidental, external and visible means occurring during the Insured Period and does not include mental, emotional or nervous shock.
- **7. Insured Period** the time period between the effective date and maturity date of the policy, for which premium has been received and the Application has been approved.
- **8. Insured Journey** Travel undertaken to a destination which is beyond the territorial limits of your country of domicile.
- **9. Insured Person** means any persons between the age of 6 months and 65 years for whom premium has been paid and application has been approved by us.
- **10. Land/ Sea Arrangement** means pre-paid travel arrangements for a scheduled tour, trip or cruise included within the description of covered trips on the Application and arranged by a tour operator, travel agent, cruise line or other organization.
- **11. Medically Necessary** means, in our opinion the Physician's recommendation is: (a) consistent with the symptoms, diagnosis and treatment of your condition; (b) appropriate with regard to standards of good medical practice; and (c) not primarily for the convenience of You.
- **12. Physician** means a licensed medical practitioner acting within the scope of their license.

attending physician may not be (a) You; (b) your spouse; or (c) a person who is related to you or



Your spouse in any of the following ways: child, parent, or sibling.

- **13. Pre –existing condition** a condition for which medical care, treatment, or advice was recommended by or received from a Physician within a two year period preceding the effective date of coverage, or a condition for which hospitalization or surgery was required within a five year period preceding the Effective date.
- **14. Reasonable and customary Charges** means a charge which: (a) Is charged for treatment, supplies or medical services medically necessary to treat Your condition; (b) does not exceed the usual level of charge for similar treatment, supplies or medical services in the locality where the expense is incurred; (c) does not include charges that would not have been made if no insurance existed and (d) only cover charges which are directly related to the injury/medical assistance required.
- **15. Schedule** means the benefit Schedule shown in the Application.
- **16. Serious Injury / Sickness -** means life threatening injury or life threatening sickness as verified by a sickness certificate given by a legally qualified medical practitioner.
- **17. Sickness** means an illness or disease which is contracted and diagnosed while this policy is in effect requiring treatment by a Physician.
- **18. Trip** the time duration from the effective date to the Return Date mentioned on the policy.
- **19. Permanent** means lasting twelve calendar months and at the expiry of that period being beyond reasonable hope of Improvement as certified in writing by the Physician.
- **20. Immediate Dental Treatment** means treatment commencing within 24 hours of the time and date when the sudden acute pain first occurs. Dental treatment for cosmetic purposes is excluded.
- **21. Covered Medical Expenses** means expenses incurred overseas by You for services and supplies which are recommended in writing by the attending Physician and a copy of which is forwarded to Us and for which prior authorization has been obtained from Us. They include: (a) the services of a Physician; (b) Hospital confinement and use of operating room; (c) anesthetics (including administration), x-ray examinations or treatments, and laboratory test; (d) ambulance services; and (e) drugs, medicines, and therapeutic services and supplies
- **22. Emergency Evacuation** means: (a) Your medical condition warrants immediate transportation from the place where You are injured or sick to the nearest Hospital where appropriate medical treatment can be obtained; (b) after being treated at a local hospital, Your medical condition warrants transportation to the country where the trip commenced to obtain further medical treatment or to recover; (c) both (a) and (b) above.
- **23. Transportation** means any land, water or air conveyance required to transport you during an emergency evacuation. Transportation includes, but is not limited to, air ambulances, land ambulances and private motor vehicles.
- **24. Equipment Failure** Any sudden, unforeseen breakdown in the common carrier's equipment that caused a delay or interruption of normal trips
- **25. Inclement Weather** Any severe weather condition which delays the scheduled arrival or departure of a Common Carrier.



- **26. Strike** Any labor, disagreement which interferes with the normal departure and arrival of a common carrier.
- **27. Reasonable Additional Expense** any expenses for meals and lodging which were necessarily incurred as the result of a covered hazard and which were not provided by the common carrier or any other party free of charge.
- **28. Checked baggage-** means a piece of baggage which was checked in and in the custody of a common carrier and for which a claim check has been issue to you by a Common Carrier.
- **29. Sum Insured:** means the maximum amount of coverage, as specified in the Schedule attached to this Policy, that the Insured is entitled to in respect of each benefit and as applicable per Trip under this policy.
- **30. Deductible Excess:** means the amount of expenses to be incurred by the Insured before the compensation under the cover shall become payable and shall not be reimbursed by the Company.
- **31. Disease:** An illness or affliction of the bodily organ(s) having a defined and a recognized pattern of symptom(s) which causes more than temporary indisposition and which illness or affliction first manifested itself and was contracted during the course of an Insured Journey requiring treatment by a Physician.
- **32. Transportation:** Any land, water or air conveyance required to transport You during an Emergency Evacuation. Transportation includes, but is not limited to, air ambulances, land ambulances and private motor vehicles.
- **33. Out-Patient Treatment:** This benefit covers Out-Patient Treatment provided the same is critical and cannot be deferred till the Insured's return to Pakistan. Out-Patient expenses means expenses incurred overseas by the Insured Person for services and supplies which are recommended by the attending Physician, these include:
- i. The services of a Physician.
- ii. Drugs, medicines and therapeutic services and supplies

#### Part B: UNIFORM PROVISIONS

- **1. ENTIRE CONTRACT CHANGES:** This policy, including the endorsements and the attached papers, constitute the entire contract of insurance. No change in this policy shall be valid until approved by Us and such approval is endorsed hereon. No agent has authority to change/alter/amend in any manner whatsoever this policy or add/subtract thereto or to waive any of its provisions.
- 2. EFFECTIVE DATE: This is the date stated in the Application as the Trip departure date.
- **3. RENEWAL CONDITONS:** This policy will terminate at the expiration of the period for which premium has been paid or on the expiration date shown in the Application, whichever is earlier. This policy is non-renewable.
- **4. CONTESTING THIS POLICY:** We rely on statements made by You in the Application. If information is falsely given or a fraudulent claim is made in anyway, then the policy shall be null and void and no claims will be payable.
- **5. LEGAL ACTIONS:** No legal actions for a claim can be brought against us until 60 days after we receive proof of loss. No legal action for claim can be brought against us more than 3 years after the time for giving proof of loss.



- **6. TERMINATION OF POLICY:** This policy will terminate on the last day for which premium has been paid.
- **7. TERRIORTY:** This policy applies to incidents anywhere in the world excluding Pakistan, Israel and any other Country or estate prohibited by Government of Pakistan unless limited by Us through endorsement.
- **8. OTHER INSURANCE:** This insurance is excess over other valid and collectible insurance.
- **9. CONCEALMENT OR FRAUD:** The entire policy will be void if, whether before or after a loss, You have related to this insurance,
- a. intentionally concealed or misrepresented any material fact or circumstance;
- b. engaged in fraudulent conduct; or c. made false statements.
- **10. NOTICE OF CLAIM/LOSS:** Written notice of claim must be given to Us within 20 days after a covered loss begins or as soon as reasonably possible. If Your property covered under this policy is lost or damaged, You must:
- (a) notify us as soon as possible;
- (b) take immediate steps to protect, save and/ or recover the covered property;
- (c) give immediate notice to the carrier or bailee who is or may be liable for the loss or damage;
- (d) notify the police or other authority in the case of robbery or theft within 24 hours.
- (e) copies of all relevant documents pertaining to the loss, mentioned in (c) and (d) would have to be provided to Us along with written notice of claim.
- **11. CLAIMS FORMS:** We will send claims forms to the claimant within 15 days after receiving notice of claim. If the forms are not received by You within 15 days, the claimant can meet the proof of loss requirements by giving Us a written statement of the nature and extent of the loss.
- **12. PROOF OF LOSS:** Written proof of loss must be furnished to Us at Our said offices in case of claim for loss as soon as reasonably possible. You have to file the claim forms as specified hereinabove under "Notice of Claim/Loss" and other proofs of loss once you have notified the insurance company of your claim within 90 days.
- **13. TIME OF PAYMENT OF CLAIM:** We will pay the claim after receipt of acceptable proof of loss which claim will be paid in accordance with the payment of Claims provision.
- **14. PAYMENT OF CLAIMS:** Death claims will be paid to Your legal heirs, unless we receive a written request from You designating a named beneficiary. All other claims will be paid to you. In the event You are a minor, incompetent or otherwise unable to give a valid release for the claim, We may make arrangements to pay claims to your legal guardian, committee or other qualified representative. Any payment made in good faith will discharge our liability to the extent of the claim.
- **15. MEDICAL EXAMINATION:** We, at Our own expense have the right to have You examined as often as reasonably necessary while a claim is pending. We also have the right to have an autopsy made unless prohibited by law.
- **16. SETTLEMENT OF LOSS:** Claims for damage and/or destruction shall be paid immediately when proof of the damage and/or destruction is presented to us. Claims for lost property will be paid after the lapse of a



reasonable time (minimum 30 days) if the property has not been recovered. You must present acceptable proof of loss and value involved to us.

- **17. VALUATION:** We will not pay more then the actual cash value of the property at the time of loss. Damage will be estimated according to actual cash value with proper deduction for depreciation. At no time will payment exceed what it would cost to repair or replace the property with material of like kind and quality.
- **18. SUBROGATION:** You may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by Us. If an assignment is sought, you must sign and deliver all related papers and cooperate with us.
- **19. Consideration:** This policy is issued in consideration of the premium being paid in advance. No receipt for premium shall be valid except on our official form.
- **20. Cancellation:** We may cancel this Policy at any time by giving 7 day's written notice delivered to you, or mailed to your last address as shown by our records, stating when such cancellation shall be effective. In the event of cancellation, we will return promptly the pro-rata unearned portion of any premium you have actually paid; such cancellation shall be without prejudice to any claim originating prior thereto. If you cancel the Policy, the earned premium shall be computed in in accordance with Our short rate table for the period the Policy has been in force, provided no claim has occurred up to the date of cancellation, in which case the whole premium shall be fully earned and no return of premium will be made.
- **21. Law:** This policy will be governed by the law of Pakistan. Other than as provided for in Clause 22. Arbitration below, any other disputes will be dealt with by Pakistan courts.
- **22. Arbitration:** If any dispute or difference shall arise as to the quantum to be paid under this Policy, (liability being otherwise admitted ) such difference shall independently of all other questions be referred to the decision of a sole Arbitrator to be appointed in writing by the parties to or, if they cannot agree upon a single Arbitrator within 30 Days of any party invoking Arbitration, the same shall be referred to a panel of three Arbitrators comprising two Arbitrators one to be appointed by each of the parties to the dispute/difference and the third

Arbitrator to be appointed by such two Arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Pakistan Arbitration and Conciliation Act. It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this Policy. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such Arbitrator/Arbitrators of the amount of the loss or damage shall be first obtained.

Part C: COVERAGE
Section : ACCIDENTAL DEATH (24 Hours), COMMON CARRIER,
AND PERMANENT TOTAL DISABILITY
(Including Loss of Sight or Hearing)

We will pay a percentage of the Principle Sum shown in the Schedule if Injury to you results in one of the losses shown in the table of losses below. The loss may occur while you are riding as a passenger in or on, boarding or alighting from, a Common Carrier. The loss must occur within 365 days of the date of the accident which caused Injury causing the said loss.

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



#### Table of Losses

| Loss of:                                 | % of Principle Sum |
|--|--------------------|
| Life                                     | 100%               |
| Both Hands or both Feet                  | 100%               |
| Sight of Both Eyes                       | 100%               |
| One Hand and One Foot                    | 100%               |
| Either Hand or Foot and Sight of One Eye | 100%               |
| Speech and Hearing in Both Ears          | 100%               |
| Either Hand or Foot                      | 50%                |
| Sight of one Eye                         | 50%                |
| Speech                                   | 50%                |
| Hearing in Both Ears                     | 50%                |
| Thumb and Index Finger of Same Hand      | 25%                |

"Loss" with regard to:

- (a) Hand or foot means actual severance and permanent detachment of the same through or above the wrist or ankle joints,
- (b) Eye means the entire eye and irrecoverable loss of sight; and
- (c) Thumb and index finger means actual severance and permanent detachment of the same through or above the joint

that meets the hand at the palm;

(d) Speech or hearing means entire and irrecoverable loss of speech or hearing of both ears.

#### Limitation

With regard to the Accidental Death of a named Insured age eighteen (18) or below, the maximum Principle sum payable is \$2,000 or the maximum legal amount payable or maximum amount shown in the schedule of Benefits, whichever is less.

#### **Exposure**

For the purposes of the Accidental Death and Dismemberment benefits above, a loss resulting

#### Disappearance

TDI will pay the benefits for loss of life if Your body cannot be located within one year after the forced landing, standing, sinking or wrecking of a conveyance in which You were a passenger.

#### **Section: PERMANENT TOTAL DISABILITY**

When as the result of Injury occurring while this coverage is in force and commencing within 365 days of the date of the accident You are totally and permanently disabled and prevented from engaging in each and every occupation or employment for compensation or profit, TDI will pay, provided such disability has continued for a period of 12 consecutive months and is total, continuous and permanent at the end of this period, the Principal Sum less any other amount paid or payable under the "Accidental death and Dismemberment" portion of this policy as the result of the same accident

#### Section: EMERGENCY return home of insured

The insurance shall cover in the event that the insured has to terminate his/her stay abroad prematurely, because a close relative in the insured's country of permanent residence is hospitalized or dies as a result of



serious acute illness or injury occurring after the departure of the insured. In case of doubt, the decision will be left with the Company's medical consultants and if necessary with the treating physician. This service is extendable to Silver, Gold and Diamond policy holders.

In the event of death, a death certificate must be submitted to the Company. A close relative is defined as being a spouse/partner, residing and registered at the same address as the insured, a child, a son or daughter-in-law, a grandchild, a parent, a grandparent, a parent-in-law, a brother or a sister.

Only one transportation is covered in connection with one course of an illness.

No compensation shall be paid if the injured in question is a fellow-traveler who has already been repatriated.

Repatriation shall only be covered if the ensuing time of arrival is at least 12 hours earlier than the insured's originally planned time of arrival.

Compensation shall be paid for reasonable additional travelling expenses equivalent to the cost of an aero plane ticket on economy class, as a maximum..

#### **Section: EMERGENCY SICKNESS DENTAL EXPENSE**

TDI will pay benefits for the Usual, Customary and Reasonable covered medical expenses actually incurred if as a result of sudden acute pain which occurs without warning to one or more of your permanent natural teeth requiring Immediate Dental Treatment. Dental benefits will be provided for necessary filling of the tooth or surgical treatment, services, or supplies. Dental benefits shall be limited to treatment sustained to sound natural teeth. Covered

emergency dental expenses are those received overseas during your trip within 30 days of date of the first treatment. A US\$50 applies for any Emergency Dental Sickness relief. This cover does not include any dental treatment for cosmetic purposes.

#### Section: MEDICAL ACCIDENT & SICKNESS EXPENSE (Overseas only)

We will pay the usual reasonable and customary charges, subject to a deductible of USD 100 on each and every loss, for covered medical expenses incurred overseas by You which are not due to a pre-existing condition up to the maximum stated in the Schedule of benefits for the treatment of an injury or sickness sustained by You during the course of an insured journey while the policy is in effect and requiring Hospitalization for at least 24 hours. All expenses must be incurred within 26 weeks of the date your coverage terminates under this policy. OPD is limited as per following scale: Diamond: USD 750 Gold: USD 500 Silver: USD 300. The respective OPD limit is jointly/ cumulatively for the entire family

Covered medical expenses incude:

- i. The services of a physician
- ii. Hospital confinement and use of operation theatre
- iii. Anaesthetics (including administration) X-ray examinations or treatments and laboratory tests.



- iv. Ambulance servicev.
- v. Drugs, medicines and therapeutic services and supplies

#### Section: EMERGENCY MEDICAL EVACUATION

TDI will pay the Reasonable and Customary Charges up to the maximum shown in the schedule for covered expenses incurred if injury or sickness result in your necessary emergency Evacuation. An Emergency Evacuation must be ordered by the assistance service or a Physician who certifies that the severity or nature of Your injury or sickness warrants Your Evacuation.

Covered expenses are those for Transportation and medical treatment, including medical services and medical supplies necessarily incurred in connection with your emergency Evacuation. All transportation arrangements made for evacuating You must be by the most direct and economical route possible. Expenses for transportation must be: (a) recommended by the attending Physician; (b) required by the standard regulations of the conveyance transporting You; and (c) arranged and authorized in advance by the assistance service.

#### **Section: REPATRIATION OF REMAINS**

TDI will pay benefits up to the amount stated in the scheduled of benefits for covered expenses reasonably incurred to return Your body to Your Home Country if You die. Covered expenses include, but are not limited to, expenses for: (a) embalming (b) cremation; (c) coffins; and (d) transportation;

#### **Section: FLIGHT DELAY**

TDI will pay benefits for Flight delay, subject to the maximum shown in the Schedule of Benefits, if Your Trip is delayed for 08 or more hours due to a covered hazard. Covered Hazards are:

- A. Delay of a Common Carrier caused by Inclement Weather;
- B. Delay due to a Strike or other job action by employees of a Common Carrier scheduled to be used by You during Your Trip; or
- C. Delay caused by Equipment Failure of a Common Carrier.

#### **Definitions**

**Equipment Failure**: Any sudden, unforeseen breakdown in the common carrier's equipment that caused a delay or interruption of normal trips.

**Inclement Weather:** Any severe weather condition which delays the scheduled arrival or departure of a common carrier.

**Strike:** Any labor disagreement which interferes with the normal departure and arrival of a Common Carrier

**Common Carrier:** Any land, water or air conveyance operated under a valid license for the transportation of passengers for hire.

#### Section: COMMON CARRIER BAGGAGE LOSS

TDI will pay benefits if your baggage, which is in the care, custody and control of a Common Carrier, is lost due to theft or due to misdirection by a Common Carrier while you are a ticketed passenger on the Common Carrier



during the Trip. We will reimburse You, up to the maximum from You being unavoidably exposed to the elements due to an accident occurring during the trip, will be payable as if resulting from an injury. Loss must occur within 365 days of the date of the accident.

Shown in the Schedule of Benefits, for the cost of replacement of the baggage and its contents. All claims must be verified by the Common Carrier.

The maximum amount to be reimbursed per bag is 50% of the amount mentioned in Loss of Checked in Baggage. There is also a combined maximum limit of 10% of the amount stated in the schedule for the Loss of Checked in Baggage and will cater for the following: jewelry, watches, articles consisting in whole or in part of silver, gold or Diamond, furs, articles trimmed with or made mostly of fur, and cameras, including related cameras equipment, computer and electronic equipment.

### Loss of a pair/set

If a part of a pair or set is lost or damaged, the measure of the loss shall be a reasonable and fair proportion of the total value of the set, giving consideration to the importance of the article.

The insurer is under no obligation to pay for the total loss of a set when one part is lost, damaged

#### Limitations

Any amount paid by Us to You in relation to a baggage loss shall be limited to the amount not already paid to/or payable to you by the common carrier responsible for the loss, and/or by any other valid and collectible insurance.

If at the time of the occurrence of any loss there is other valid and collectible insurance in place, TDI will be liable only for the excess of the amount of loss, over the amount of such other insurance, and any applicable deductible.

#### Section: Travel of one immediate family member

The insurance shall cover Accompaniment in the event of serious acute illness, serious injury, death and/or medical evacuation of the insured. It is a condition for cover that the Company's medical consultant and the attending physician agree that the duration of the stay in hospital will be a minimum of 5 days and nights, or that the condition of the insured is life-threatening.

The insured is entitled to a maximum of one person accompanying him/her. The accompanying person may either be fellow-traveler or relative who is summoned from the insured's country of permanent residence to accompany the insured.

The Company shall compensate additional travel expenses equivalent to the cost of a return aero plane ticket on economy class of summoned person. Furthermore, compensation shall be made for a maximum of US\$ 50 per day for the summoned person or fellow-traveler for expenses in connection with accommodation, board and local transport.

The insurance shall only cover a compassionate emergency visit one time in connection with one insured event. This service is extendable to only Platinum policy holders.

**Section: BAGGAGE DELAY** 

TDI will reimburse You for the expense of necessary personal effects, up to the maximum stated in the Schedule, if your Checked Baggage is delayed or misdirected by a Common Carrier for more than 8 hours from the time



you arrive at the destination stated on your ticket, other than your final destination.

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

#### **Limitation:**

If upon further investigation it is later determined that your baggage checked with the Common Carrier has been lost, any amount claimed and paid to You under the baggage delay policy section will be deducted from any payment due to You under the baggage lost policy section.

# Section: HI-JACK, KIDNAP, KIDNAP FOR RANSOM CONSULTATION COSTS, OR HOSTAGE

We will pay for each completed day that an Insured Person is forcibly or illegally detained as a result of a Hijack, Kidnap or being taken Hostage which starts during the Period of Insurance up to the limit as stated in the Schedule for a maximum of 7 days.

#### **Definitions:**

#### Hi-jack

Hi-jack means the unlawful seizure of, or wrongful taking control of, an aircraft, ship or train in which an Insured Person is traveling.

#### **Kidnap**

Kidnap means the seizing, detaining or carrying away by force or fraud of one or more Insured Persons (except a child by its parent or guardian) by a third party by force or fraud without the consent of an Insured Person and without lawful excuse.

#### **Kidnap for Ransom**

Kidnap for Ransom means any events or connected series of events of seizing, detaining or carrying away by force or fraud of one or more Insured Person (except a child by it's parent or guardian) for the purpose of demanding cash, monetary instruments, bullion, or the fair market value of any of any securities, property or services.

#### Hostage

Hostage means the detention of an Insured Person by a third party who threatens to kill, injure or continue to detain an Insured Person in order to compel a state, international organization or person to do or abstain from doing any act.

#### **Consultant Costs**

Consultant Costs mean reasonable fees and expense of the Company's chosen Consultants incurred during response to a Kidnap for Ransom, including but not limited to costs of travel, accommodation, qualified interpretation, communication, and payments to informants.

#### **Exclusions for Kidnap or Ransom Consultants Costs only**

The Company will not be liable for any claim that is the result of:

1. The fraudulent, dishonest, or criminal acts of the Insured, or any person authorized by the Insured to have custody of ransom monies. This exclusion will not apply to the payment of ransom monies by the Insured in a situation where local authorities have declared such payment illegal.



- 2. An Insured who has had Kidnap insurance cancelled or declined in the past.
- 3. Any claim for an Insured Person within their Permanent Country of Residence.
- 4. Any Kidnap or Ransom which occurs in Colombia, Iraq, Nigeria, Philippines, Russia, Central Asian States, Africa and Afghanistan.

#### **Section: DELIVERY OF MEDICINE**

If You need to take a certain medicine that You cannot find in the country where You are traveling, the actual expenses of the delivery of this medicine will be covered.(except for the case of medicine considered a preexisting case, the medicine is not included in this product). This service is applicable for Silver, Gold and Diamond policy holders.

#### Section: RETURN OF DEPENDENT CHILDREN

The Assistance service will organize and the Company will pay a return economy ticket to allow a close member of the Insured Person's family to go and return to Pakistan, in case of Your death with the Insured Person's children staying alone due to the Insured Person repatriation. Actual expenses will be borne by the Company or as per Schedule of Benefits attached.

#### **Section: TRIP CANCELLATION**

The Insurer will pay this benefit up to the Maximum Limit shown on the Schedule of Benefits, if a Trip is cancelled or interrupted for the Insured due to any of the following unforeseen circumstances: Sickness, Injury or death of an Insured, Immediate Family Member, Traveling Companion, or Business Partner. Injury or Sickness must be so disabling as to reasonably cause a Trip to be canceled or interrupted.

**Additional Exclusions:** In addition to the General Exclusions, Trip Cancellation and Trip Interruption benefits are not provided for losses caused by or as a result of:

- 1. travel arrangements cancelled by an airline, cruise line, or tour operator, except as provided elsewhere in the Policy;
- 2. changes by the Insured, an Immediate Family Member, or Traveling Companion, for any reason;
- 3. financial circumstances of the Insured, an Immediate Family Member, or a Traveling Companion:
- 4. any business or contractual obligations of the Insured, an Immediate Family Member or
- a Traveling Companion, for any reason;
- 5. Default by the person, agency, or tour operator from whom the Insured bought his/her coverage or purchased his/her travel arrangements;
- 6. any government regulation or prohibition;
- 7. an event which occurs prior to the Insured's coverage Effective Date;
- 8. failure of any tour operator, Common Carrier, person or agency to provide the bargained-for travel arrangements.

#### **General Exclusions**

These exclusions apply to all benefits. In addition to any exclusions which apply to a particular benefit (called "Additional Exclusions"), the Policy does not cover loss caused by or as a result of:

1. intentionally self-inflicted Injury or any attempt at an intentionally self-inflicted injury, suicide, or attempted suicide by the Insured, Immediate Family Member, Traveling Companion or Business Partner

# **\*TPL Insurance**

- 2. pregnancy or childbirth, or elective abortion, other than the Complications of Pregnancy;
- 3. participation in professional, semi-professional, organized or interscholastic team sports athletic events, motor sport, or motor racing, including training or practice for the same;
- 4. mountain climbing;
- 5. war or act of war, whether declared or not, civil disturbance, riot, or insurrection;
- 6. military duty or service, except for being called into active military service to provide aid or relief in the event of a Natural Disaster;
- 7. operating or learning to operate any aircraft, as student, pilot, or crew;
- 8. air travel on any air-supported device, other than a regularly scheduled airline or air charter company;
- 9. loss or damage caused by detention, confiscation, or destruction by customs;
- 10. any unlawful acts, committed by the Insured, Immediate Family Member, or a Traveling Companion, whether insured or not.
- 11. mental, psychological or nervous disorders including, but not limited to, anxiety, depression, neurosis or psychosis;
- 12. alcohol or substance abuse or treatment for same;
- 13. medical treatment during or arising from a Trip undertaken for the purpose or intent of securing medical treatment or traveling expressly for the purpose of obtaining medical treatment;
- 14. elective or non- emergency treatment or surgery, except for any necessary treatment or surgery due to covered Injury or Sickness;
- 15. Experimental or Investigative treatment or procedures; or
- 16. an Injury or Sickness which occurs at a time when this coverage is not in effect.
- 17. any kind of cosmetic treatment or Surgery.

#### Requirements in the Event of a Cancellation or Interruption:

The Insured must contact the ASIA ASSISTANCE (AAI) or TDI Center for assistance as soon as possible (24 hours) after he/she knows the Trip is going to be canceled or interrupted. Failure to do so may affect coverage. The Insured must provide the Insurer documentation of the cancellation or interruption and proof of the expenses incurred. The Insured must provide proof of payment for the Trip such as canceled check or credit card statements, proof of refunds received, copies of applicable tour operator or Common Carrier cancellation poli-cies, and any other information reasonably required to prove the loss. Claims involving loss due to Sickness, Injury, or death require signed patient (or next of kin) authorization to release medical information and an attending physician's statement. The Insured must provide the Insurer with all unused air, rail, cruise, or other tickets if he/she is claiming the value of those unused tickets.

#### **Section: PERSONAL LIABILITY**

#### **Property Damage**

If a claim is made or a suit is brought against you for Property Damage caused by an occurrence to which this coverage applies, we will pay up to the amount stated in the Schedule of Benefits for Our limit of liability for the damages for which You are legally liable.

#### **Medical Payments to Others**

TDI will pay the necessary medical expense that are incurred or medically ascertained within one year from the date of an accident causing Bodily Injury. Medical expense means reasonable charges for medical, surgical, X-ray, dental, ambulance, Hospital, professional

nursing, prosthetic devices and funeral services. This coverage does not apply to you or regular residents of your household. As to others, this coverage applies only if the Physical Bodily Injury is caused by Your activities, and not mental or psychological shock.



#### **Definitions**

- 1. Business includes trade, profession or occupation.
- 2. Occurrence an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in Bodily Injury or Property Damage.
- 3. Property Damage physical injury to, destruction of or loss of use of tangible property.
- 4. Residence Premises the dwelling where You are resident during your stay outside Pakistan within the duration of your policy.
- 1. Bodily Injury bodily harm, Sickness or disease, including required care, loss of services and death that results.

#### **Exclusions**

Personal Liability coverage (property damage and medical payments) does not apply to:

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

**Section: ASSISTANCE** 

The International ASIA ASSISTANCE (AAI) will provide the following Services as described below: In case of an emergency you may call at their dedicated line number from anywhere in the world. (Please note that this is a call-collect number and not toll free.) The charges shall be borne by International ASIAASSISTANCE (AAI)

**Medical Assistance** – As soon as the ASIA ASSISTANCE (AAI) is notified of a medical emergency resulting from your accident or sickness, the Assistance service will contact the medical facility or location where You are located and consult with the physician at that location to determine the best course of action to be taken. If possible and if appropriate, your family physician will be contacted to help arrive at a decision as to the best course of action to be taken. The Assistance service will then organize to the medical emergency, doing whatev-er is appropriate, including, but not limited to, recommending or securing the availability of services of a local physician and arranging hospital confinement of You where, in its discretion, the Assistance Services deems such confinement appropriate.

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

**Repatriation** – The Assistance Service agrees to make the necessary arrangements for the return of Your remains to Your country of citizenship in the event You die while this service agreement is in effect as to You.

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

**Lost Luggage or Lost Passport** – If You, outside your country of citizenship, notify the Assistance Service that Your luggage or passport has been lost, the Assistance Service will endeavor to assist You by contacting the appropriate authorities involved and providing direction for replacement.

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

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

#### **Disclaimer of Liability**

In all cases the medical profession or any attorney suggested by the Assistance Service shall act in a medical or legal capacity on behalf of You only. The Assistance Service assumes no responsibility for any medical advice or legal counsel given by the medical professional or attorney. You shall not have any recourse to the Assistance Service by reason of its suggestion of a medical professional or attorney or due to any legal or other determination resulting there from.

You are responsible for the cost of services arranged by the Assistance Service on behalf of you or a covered family member. The Assistant Service will access this policy and/or other insurance policy benefits to which you



may be entitled, and/or Your credit cards or other forms of financial guarantees provided by You, in order to facilitate payment for such services.

#### Part D: GENERAL EXCLUSIONS

This policy does not provide benefits for any loss resulting (in whole or in part) from, or expenses incurred for:

- 1. services, supplies, or treatment, including any period of hospital confinement, which were not recommended, approved, and certified as Medically Necessary by a Physician;
- 2. routine physicals or other examinations where there are no objective indications or impairment in normal health, and laboratory diagnostic or X-ray examinations except in the course of a disability established by the prior call or attendance of a Physician;
- 3. elective, cosmetic, or plastic surgery, except as a result of an accident;
- 4. dental care, except as a result of injury to sound natural teeth caused by accident while this policy is in effect;
- 5. congenital anomalies and conditions arising out of or resulting therefrom;
- 6. expense incurred in connection with weak, strained, or flat feet, corns, calluses, or toenails:
- 7. the diagnosis and treatment of acne;
- 8. deviated septum, including sub mucous resection and/or other surgical correction thereof;
- 9. organ transplants that competent medical professionals consider experimental;
- 10. well child care including exams and immunizations;
- 11. expenses which are not exclusively medical in nature.
- 12. eyeglasses, contact lenses, hearing aids, and examination for the prescription or fitting thereof, unless injury or sickness has caused impairment of vision or hearing;
- 13. treatment provided in a government hospital or services for which no charge is normally made;
- 14. mental, nervous, or emotional disorders or rest cures;
- 15. pregnancy and all related conditions, including services and supplies related to the diagnosis or treat ment of infertility or other problems related to inability to conceive a child; birth control, including surgical procedures and devices;
- 16. a Pre-existing condition for which medical care, treatment, or advise was recommended by or received from a physician within a two year period preceding the effective date of coverage, or a condition for which hospitalization or surgery was required within a five year period preceding the effective date of coverage.
- 17. medical expenses covered under any workers compensation policy;
- 18. medical expenses incurred as the result of alcohol and/or drug abuse, addiction or overdose.
- 19. suicide, attempted suicide or intentionally self-infected injury, or sexually transmitted conditions, acquired immune deficiency syndrome (AIDS). Human immune deficiency virus (HIV) infection;
- 20. service in the armed forces or units auxiliary thereto (any premium paid to TDI for any period not covered by this policy while you are in the service will be returned pro rata);
- 21. participation in any professional, semi-professional, or interscholastic team sports or any bodily contact sport;
- 22. being under the influence of drugs, alcohol, or other intoxicants unless prescribed by a physician and taken as prescribed;
- 23. participation in a felony, riot, crime, misdemeanor, or civil commotion;
- 24. participation in contests of speed using an motorized vehicle or bicycle;
- 25. operating or learning to operate any aircraft, or performing duties as a member of the

- crew on any aircraft;
- 26. participation in skydiving/parachuting, hang gliding, bungee jumping, scuba diving, mountain climbing, pot-holing or while riding on a motorcycle;
- 27. war or any act of war, whether declared or not; NBC (Nuclear, Biological & Chemical weapons) risks, riots and terrorism;
- 28. while piloting any aircraft;
- 29. loss caused directly or indirectly, wholly or partly by;
- a) bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound) or any other kind of disease;
- b) medical or surgical treatment except as may be necessary solely as a result of injury;
- 30. Any bodily injury which shall result in hernia.
- 31. a Pre-existing condition for which medical care, treatment, or advice was recommended by or received from a physician within two year period preceding the effective date of coverage, or condition from which hospitalization or surgery was required within five year period preceding the effective date of coverage.
- 32. Benefits will not be provided for any loss or expense incurred after or upon return to your home country.
- 33. Any delay due to an insured covered hazard which was made public or know to you prior to the purchase of this policy.
- 34. animals, birds or fish;
- 35. automobiles or automobile equipment, boats, motors, trailers, motorcycles, or other conveyances or their appurtenances (except bicycles while checked as baggage with a common carrier);
- 36. household furniture;
- 37. eyeglasses or contact lenses;
- 38. artificial teeth or dental bridges;
- 39. hearing aids;
- 40. prosthetic limbs;
- 41. musical instruments;
- 42. money or securities;
- 43. tickets or documents:
- 44. perishables and consumable items;
- 45. wear and tear or gradual deterioration;
- 46. insects or vermin;
- 47. inherent vice or damage;
- 48. confiscation or expropriation by order of any government or public authority;
- 49. seizure or destruction under quarantine or custom regulation;
- 50. radioactive contamination;
- 51. usurped power or action taken by governmental authority in hindering combating or defending against such an occurrence;
- 52. transporting contraband or illegal trade;
- 53. mysterious disappearance of You or any item belonging to You; or
- 54. Breakage of brittle or fragile articles, cameras, musical instruments, radios, and similar property.
- 55. Loss or damage to passport due to delay from confiscation or detention by customs, police or other authority.

#### POSTPONMENT OF EFFECTIVE DATE

No insurance provided by this policy is effective if You or Your dependent(s) is (are) hospital confined or disabled, meaning unable to perform the usual and customary duties of a person of like age and sex. The coverage will take effect seven (7) days after such hospital confinement or disability terminates subject to the Pre-ex-



isting condition exclusion.

#### **REPORTING TO POLICE**

It is important that you report all losses to the police if theft is suspected or you lose something. All other losses should be reported to a responsible officer of the transport or accommodation provider where the loss occurred. Please obtain a written report from whomever you reported your loss to. There is no cover if you leave items unattended in a vehicle overnight between sunset and sunrise.

#### **CLAIMS EVIDENCE**

To ensure prompt processing of your claim the following claim evidence (originals only, preferably in English language) is required:

- Medical Certificate and Medical Report from the Treating Doctor
- · Medical Bill detailing expenses
- Police Report (if claim is due to an accident)

#### **CONDITIONS FOR REFUND**

- 1. Customer has to return original policy with an application requesting for cancellation.
- 2. Original passport has to be verified by authorized personnel of TPL Insurance Limited.
- 3. Cancellation is only possible before the effective date.
- 4. Original letter of consulate rejecting the visa has to be submitted.
- 5. Photocopy of passport and CNIC of the policy holder.
- 6. After all above conditions have been met, premium will be refunded after deducting service charges.

No cancellation will be done if:

- i. Visa has been issued before effective date of the policy
- ii. Travel has been carried out before effective date.

#### **NOTES**

- 1. International ASIA Assistance (AAI) and the Insurer TPL Insurance Limited assume no responsi bility for any advice given by any service provider and the User shall not have any recourse against Inter national ASIA Assistance (AAI) and TPL Direct Insurance Limited by reason of its referral or contact with a service provider or other determination resulting there from and the User shall keep International ASIA ASSISTANCE (AAI) and the Insurer TPL Insurance Ltd, indemnified.
- 2. Policy Holders Between 65 to 70 years of age will be charged 100% extra premium for 100% coverage.
- 2. Policy Holders Between 70 to 75 years of age will be charged 200% extra premium for 100% coverage (Only for Silver Plan).
- 2. Policy Holders Between 75 to 85 years of age will be charged 400% extra premium for 100% coverage (Only for Silver Plan).
- 3. 50% of Accidental Death and Permanent Total Disability limit for the spouse and 25% of the same for children.
- 4. Maximum duration of coverage will be 90 days per trip for multi-trip policy.
- 5. Medical benefits in the ECO Plan are limited to hospitalization only.
- 6. Premiums are inclusive of all taxes and stamp duty.
- 7. Dental benefits to be provided for necessary filling of tooth, surgical treatment and other
- 8. Services or Supplies subject to a maximum of USD 50 per tooth up to the maximum amount shown in

- the Schedule of Benefits. Covered Emergency Dental Expenses are those received overseas during the trip within 30 days the date of the first treatment. USD 50 applies for any Emergency Dental Sickness Relief. Dental Treatment for cosmetic purposes is not covered under the policy.
- 9. Travel of one immediate family member in case of serious injury, illness or death of the Insured, the Company will pay a maximum of USD 50 per day for the summoned person in connection with expenses for accommodation, board and local transport.
- 10. All medical expenses must be incurred within 26 weeks of the date your coverage terminates under the policy.
- 11. The Silver Plan does not cater for the Schengen Countries visa requirements.
  - \* Each and Every Loss
  - \*\* Third Party Property Damage