



**THE ORIENTAL INSURANCE COMPANY LIMITED**  
**Regd. Office: Oriental House, A-25/27, Asaf Ali Road, New Delhi-110002**  
**CIN No.U66010DL1947GOI007158**

**PRAVASI BHARATIYA BIMA YOJANA -2017**  
**POLICY**

I. This insurance policy is available to all Indian Citizens who apply for and obtain an emigration clearance as required under the Emigrant Act, 1983 (31 of 1983), as well as to emigrants going for overseas employment for various professions falling under work categories covered under section 2(o) of Emigration Act, 1983 (31 of 1983), irrespective of the passport category.

Emigrant means any citizen of India who intends to emigrate or emigrates or has emigrated but does not include

- a) a dependent of an emigrant whether such dependent accompanies that emigrant or departs subsequently for the purpose of joining that emigrant in the country to which that emigrant has lawfully emigrated .
- b) any person who has resided outside India at any time after attaining the age of eighteen years, for not less than three years or the spouse or child of such person.

Protector of Emigrants (PoE) means a Protector of Emigrants appointed under section 3 and includes a person authorized under section 5 of Emigration Act, 1983

Benefits under this policy do not apply in the event of war or internal conflict in the country to which the insured has gone for work or where Government travel advisory not to travel is in place.

**II. COVERAGE in brief**

	Expenses covered	Limits during policy period- INR	Sub-limits- INR	Subject to
1A	Personal Accident – Insured Emigrant			Certification by the concerned Indian Mission / Post of the country where the incident happened, if in India, certification by the concerned POE is required.
(i)	Death	10,00,000	None	
(ii)	Permanent Disability leading to loss of employment while in employment abroad	10,00,000	None	
1B	Hospitalisation cover on floater basis for Family in India in case of happening of IA i / ii above	50,000 per annum		Documents in proof of the claim, to be submitted
2	Hospitalisation of Insured emigrant in an emergency on grounds of accidental injuries, sickness/disease, whether in India / any third country or in the country of employment	100,000	50,000 per hospitalisation	Certification by the concerned Indian Mission / Post of the country where the hospitalisation happened, or if in India certification by the concerned POE is required

3	Maternity benefits to women insured emigrants	35,000 in case of Normal delivery 50,000 in case of caesarian operation	Actuals	In case of medical treatment in the country of employment, the maternity benefits would be provided only if requisite documents are certified by the concerned Indian Mission / Post.
4	Cost of transporting the dead body of Insured emigrant in case of his / her accidental death OR equivalent amount for local burial	Actuals	Actuals	Documents in proof of transportation / burial, as the case may be, to be submitted in original
5	Insured airfare - on suffering Permanent disability leading to loss of job while in employment abroad	Economy class one way airfare to the International airport in India nearest to the address of the insured	Actuals	Air ticket to be submitted in original
6	Attendant airfare - In case of death / disability of the insured	Economy class return airfare to the International airport in India nearest to the address of the insured	Actuals	Air tickets to be submitted in original
7a	Repatriation- if the insured falls sick, or is declared medically unfit to commence or continue or resume work and the service contract is terminated by the foreign employer, within first 12 months of taking the insurance cover	One way Economy class airfare to the International airport in India nearest to the address of the insured	Actuals	The grounds for repatriation are to be certified by the concerned Indian Mission / Post & air tickets are to be submitted in original.
7b	Repatriation due to insured having not been received by the employer, or due to substantive change(s) in service contract which is to the disadvantage of the insured or pre-mature termination within the period of employment, for no fault of the emigrant	One way Economy class airfare to the International airport in India nearest to the address of the insured	Actuals	
	7a&b: In cases where repatriation is arranged by the Indian Mission / Post, the Company shall reimburse the actual expenses to the concerned Indian Mission / Post			
8	Legal expenses incurred in any litigation relating to emigrant's employment	45,000	Actuals	The necessity of filing such a case is certified by the concerned Indian Mission / Post.

**NOTE:**

- a. Maximum liability under 1A i.e in respect of death and/or Permanent disability shall be limited to rupees ten lakhs only.
- b. Benefits under 1B and 2 to 8 are in addition to 1A above.

### III. POLICY COVERAGE

#### SECTION I A: PERSONAL ACCIDENT

i. The insured person is covered for a Capital Sum Insured (CSI) of Rs.10 lakhs in case of accidental death or permanent disability, sustained whilst in employment abroad, provided the injury occurs during the currency of the policy and

- a. If such injury shall be the sole and direct cause of the death of the insured, within twelve calendar months of its occurrence OR
- b. If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the permanent disability leading to loss of employment

the Company shall pay the CSI to the insured / insured's nominee or insured's legal representative (s), as the case may be

#### b. CONDITIONS:

a. Intimation about such accident / physical injury should reach the Company within 30days of such accident / physical injury.

b. Claim must be filed within 90days from the date of accidental death / permanent disability. In case of non-submission of claim documents within the stipulated time, certificate from the Indian Mission /Post (from Protector of Emigrants in case of accidental death / permanent disability in India) stating that the circumstances were beyond the control of the insured, shall have to be submitted.

c. **EXCLUSIONS:** The Company shall not be liable under the Personal Accident section for injuries / death

i. On account of intentional self-injury, suicide or attempted suicide

ii. Whilst under the influence of intoxicating liquor or drugs

iii. Whilst engaging in any hazardous activity including, but not limited to aviation or ballooning, speed contests or racing on any kind (other than on foot), bungee jumping, parasailing, parachuting, ski-diving, paragliding, hang gliding, mountain or rock climbing necessitating the use of guides or ropes, potholing, abseiling, deep sea diving using hard helmet and breathing apparatus, polo, snow and ice sports or involving a military, air force or naval operations, or whilst mounting into, dismounting from or travelling in any aircraft other than as a passenger (fare paying or otherwise), in any duly licensed standard type of aircraft, anywhere in the world.

iv. Directly or indirectly caused by venereal disease(s) or insanity

v. Arising or resulting from insured committing breach of law with criminal intent

vi. on account of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrest, restraints and detentions of people

vii. Directly or indirectly caused by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel, nuclear weapon material, or from any nuclear waste from the combustion of nuclear fuel,

viii. Directly or indirectly caused by, contributed to, aggravated or prolonged by childbirth or from pregnancy or in consequence thereof.

#### SECTION: I B: HOSPITALISATION COVER ON FLOATER BASIS FOR FAMILY IN INDIA

a. In the event of death or permanent disability of the insured (as covered under section IA), the family of the insured residing in India shall be entitled to hospitalization cover including Day Care treatment (as mentioned VII(vi) & Appendix D), in India for maximum Rs.50,000/- per annum during the policy period. It is a condition precedent that the expenses incurred in respect of medically necessary treatment, are reasonable and customary. Medical expenses incurred 30days prior to hospitalisation and upto 60 days post hospitalisation are also covered within this amount of Rs.50,000. Maternity benefit shall however not be available under this section.

**b. EXPENSES COVERED (applicable to IB & II)**

- i. Room, Boarding and Nursing Expenses as provided by the Hospital /Nursing Home
- ii. Intensive Care Unit(ICU) Expenses as provided by the Hospital /Nursing Home.  
Number of days of stay under 'i' and 'ii' above should not exceed number of days of admission in the Hospital.
- iii. Surgeon, Anaesthetist, Medical Practitioner, Consultants, Specialists Fee
- iv. Anaesthesia, Blood, Oxygen, Operation Theatre Charges, Surgical Appliances, Medicines & Drugs, Diagnostic Material and X-Ray, Dialysis, Chemotherapy, Radiotherapy, Cost of Pacemaker, Artificial Limbs and similar expenses.

There are no sub-limits applicable to above. Coverage is available to the extent of the SI under respective sections.

**c. EXCLUSIONS: applicable to sections 1B and II only**

The Company shall not be liable to make any payment under this policy in respect of any expenses whatsoever incurred by any insured person in connection with or in respect of:

- i. All Pre-existing Disease (whether treated / untreated, declared or not declared in the proposal form), which are excluded upto 48 months of the policy being in force. Pre-existing diseases shall be covered only after the policy has been continuously in force for 48 months.
- ii. Injury or disease directly or indirectly caused by or arising from or attributable to war, invasion, act of Foreign enemy, war like operations (whether war be declared or not) or by nuclear weapons / materials.
- iii. Circumcision (unless necessary for treatment of a disease not excluded hereunder or as may be necessitated due to any accident), vaccination, inoculation or change of life or cosmetic or aesthetic treatment of any description, plastic surgery other than as may be necessitated due to an accident or as a part of any illness.
- iv. Surgery for correction of eye sight, cost of spectacles, contact lenses, hearing aids etc.
- v. Any dental treatment or surgery which is corrective, cosmetic or of aesthetic procedure, filling of cavity, crowns, root canal treatment including treatment for wear and tear etc., unless arising from disease or injury and which requires Hospitalisation for treatment.
- vi. Convalescence, general debility, "run down" condition or rest cure, congenital external diseases or defects or anomalies, sterility, any fertility, sub-fertility or assisted conception procedure, venereal diseases, intentional self-injury/suicide, all psychiatric and psychosomatic disorders and diseases / accident due to, and or use, misuse or abuse of drugs / alcohol or use of intoxicating substances or such abuse or addiction etc, any disease or injury as a result of committing or attempting to commit a breach of Law with criminal intent.
- vii. All expenses arising out of any condition directly or indirectly caused by, or associated with. Human T-cell Lymphotropic Virus Type III (HTLD - III) or Lymphadenopathy Associated Virus (LAV) or the Mutants Derivative or Variations, Deficiency Syndrome or any Syndrome or condition of similar kind commonly referred to as AIDS, HIV and its complications including sexually transmitted diseases.
- viii. Expenses incurred at Hospital or Nursing Home primarily for evaluation / diagnostic purposes which is not followed by active treatment for the ailment during the Hospitalised period.
- ix. Expenses on vitamins and tonics etc., unless forming part of treatment for injury or disease as certified by the attending physician.

- x.** Any treatment arising from or traceable to pregnancy, childbirth, miscarriage, caesarean section, abortion or complications of any of these including changes in chronic condition as a result of pregnancy, except in the case of abdominal operation for extra uterine pregnancy (ectopic pregnancy) which is proved by diagnostic means and certified to be life threatening by the attending Medical Practitioner, if left untreated. (Not applicable to Maternity benefit cover under section II(ii), below)
- xi.** Unproven procedure or treatment, experimental or alternative treatment (other than AYUSH) and related treatment including acupressure, acupuncture, magnetic and such other therapies.
- xii.** Expenses for investigation/treatment irrelevant to the disease for which admitted or diagnosed. Private nursing charges, Referral fee to family doctors, out station consultants / Surgeons fees etc.
- xiii.** Genetic disorders and stem cell implantation / surgery.
- xiv.** Cost of external and or durable medical / non-medical equipment of any kind used for diagnosis and or treatment including CPAP, CAPD, Infusion pump etc., Ambulatory devices i.e. walker, Crutches, Belts, Collars, Caps, splints, slings, braces, Stockings etc. of any kind, Diabetic foot wear, Glucometer, Thermometer, Blood Pressure monitoring machine and similar related items and also any medical equipment which is subsequently used at home. Exhaustive list is available on our website ([www.orientalinsurance.org.in](http://www.orientalinsurance.org.in)).
- xv.** All non medical expenses including personal comfort and convenience items or services such as Wi-Fi/internet charges telephone, television, ayah / barber or beauty services, diet charges, baby food, cosmetics, napkins, toiletry items etc, guest services and similar incidental expenses or services etc.
- xvi.** Treatment for Age Related Macular Degeneration (ARMD), treatments such as Rotational Field Quantum Magnetic Resonance (RFQMR), External Counter Pulsation (ECP), Enhanced External Counter Pulsation (EECP), Hyperbaric Oxygen Therapy.
- xvii.** Treatment of obesity or condition arising there from (including morbid obesity) and any other weight control programme, and similar services or supplies.
- xviii.** Any treatment required arising from Insured's participation in any hazardous activity including but not limited to scuba diving, motor racing, parachuting, hang gliding, rock or mountain climbing and similar other activities, unless specifically agreed and endorsed on the policy.
- xix.** Treatment taken in an Establishment which is a place for rest, a place for the aged, a place for drug addicts or a place for alcoholics, a hotel, convalescent home, convalescent Hospital, health hydro, nature care clinic or similar establishments.
- xx.** Outpatient Diagnostic, Medical or Surgical procedures or treatments, non-prescribed drugs and medical supplies, Hormone replacement therapy, Sex change or treatment which results from or is in any way related to sex change.
- xxi.** Massages, Steam bathing, Shirodhara and like treatment under Ayurvedic treatment.
- xxii.** Any kind of Service charges, Surcharges, Admission fees / Registration charges etc levied by the Hospital.
- xxiii.** Doctor's home visit charges, Attendant / Nursing charges during pre and post Hospitalisation period.

## **SECTION II: HOSPITALISATION COVER**

### **i. HOSPITALISATION COVER TO THE EMIGRANT INSURED**

In case of hospitalisation of the insured, including day care treatment (as mentioned VII (vi) & Appendix D) in an emergency on grounds of accidental injuries and/or sickness/ailments/diseases occurring during the policy period, whether in India / any third country or in the country of employment, the Company will reimburse the actual medical expenses, but not exceeding Rs.One lakh (upto Rs.50,000per hospitalisation).

Cashless shall be provided if such medical treatment is taken in Network hospital in India.

Medical expenses incurred upto 60 days post hospitalisation are also covered within the above policy limits.

Pre-existing exclusion clause given under section IB( c ) (i) shall not apply to this section.

### **ii. MATERNITY BENEFIT COVER TO WOMEN EMIGRANT INSURED**

The Company shall pay the Medical Expenses upto Rs.35000 incurred as an in-patient for a normal delivery or lawful medical termination of pregnancy and Rs.50,000 in case of a caesarean section during the Policy Period, whether in India / any third country or in the country of employment.

#### **CONDITIONS:**

- a. Claim in respect of delivery / medical termination of pregnancy for only first two children and / or operations associated therewith will be considered in respect of any one insured covered under the Policy or any renewal thereof. Those insureds who are already having two or more living children will not be eligible for this benefit.
- b. Pre -natal and post -natal expenses are not covered unless admitted in Hospital / Nursing Home and treatment is taken therein.

## **SECTION III: ADDITIONAL COVERS IN CASE OF DEATH OF THE INSURED.**

In the event of accidental death of the insured person, while he is in employment abroad, the Company shall pay for the following, provided the claim under section IA(i) is admissible under the policy:

- a. the cost of transporting the dead body upto the International airport in India nearest to the address of the insured OR equivalent amount for local burial
- b. the actual Economy Class return airfare in respect of one attendant upto the International airport nearest to the address of the insured
- c. Hospitalisation cover on floater basis in respect of Family, as given in section 1B above.

#### **CONDITIONS**

- a. Claim for reimbursement must be filed with the Company within 90days of completion of journey.
- b. Documents in proof of such transportation, along with the bills are to be submitted in original

## **SECTION IV: ADDITIONAL COVERS IN CASE OF PERMANENT DISABILITY OF THE INSURED**

If the insured suffers permanent disability, while he is in employment abroad, and the permanent disability leads to the loss of employment of the insured, the Company shall pay for the following, provided the claim under section IA(ii) is admissible under the policy:

- a. the actual one way Economy Class airfare in respect of the insured's travel, upto the International airport nearest to the address of the insured in India
- b. the actual Economy Class return airfare in respect of one attendant upto the International airport nearest to the address of the insured
- c. hospitalisation cover on floater basis for Family, as given in section 1B above.

## **SECTION V: REPATRIATION OF INSURED**

The Company shall re-imburse the actual one way Economy Class airfare upto the International airport nearest to the address of the insured, if the insured

i. falls sick or is declared medically unfit to commence or continue or resume working and the service contract is terminated by the foreign employer within the first twelve months of taking the insurance cover,

ii. is not received by the employer on arrival at his workplace, or if there is substantive change in the job/employment contract/Agreement to the disadvantage of the insured, or if the employment is prematurely terminated within the period of employment for no fault of the emigrant

### **a. CONDITIONS**

The claim for reimbursement must be filed with the Company within 90days of completion of journey.

The grounds for repatriation must be certified by the concerned Indian Mission /Post and the Air - tickets submitted in original.

In case repatriation is arranged by the Indian Mission / Post, the insurance company shall reimburse the actual expenses to the concerned Indian Mission / Post.

### **b. EXCLUSIONS:**

The Company shall not be liable under this section of policy if such repatriation has been necessitated on account of

- i. the insured having committed violation of any law, fraud , or any breach of employment conditions
- ii. any amendment or change in the existing laws of the country of employment or proclamation by Government Order that all or any workers of foreign origin are being deported
- iii. the employment having been obtained through fake or forged documents, work permit or improper entry visa
- iv. entry into the country having been made without completing legal formalities for whatsoever reason.
- v. Refusal of entry into the country on medical grounds
- vi. attempt not having been made by the insured person to contact his employer on arrival if the insured person is not received at such time

## **SECTION VI: LEGAL EXPENSES INCURRED BY THE INSURED IN ANY LITIGATION RELATING TO HIS EMPLOYMENT**

The company shall reimburse upto a maximum sum of Rs.45,000 in connection with the legal expenses incurred by the insured in the country of employment provided the necessity of filing such case is certified by the concerned Indian Mission / Post.

## **SECTION VII: DEFINITIONS**

- i Accident:** is a sudden, unforeseen and involuntary event caused by external, visible and violent means.
- ii Alternative Treatments:** are forms of treatments other than ‘Allopathy’, or ‘modern Medicine and include Ayurveda, Yoga and Naturopathy, Unani, Siddha, and Homeopathy in the Indian context.

- iii **AYUSH:** AYUSH treatment refers to the Medical and/or hospitalisation treatments given under Ayurveda, Yoga and Naturopathy, Unani, Siddha, and Homeopathy systems.
- iv **Cashless Facility:** means a facility extended by the insurer or TPA on behalf of the Insurer to the insured, where the payments for the costs of the treatment undergone by the insured in accordance with the policy terms and conditions, are directly made to the network provider by the insurer to the extent of pre- authorization is approved.
- v **Day Care Centre:** means any institution established for day care treatment of illness and /or injuries OR a medical set -up 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.
- vi. **Day Care Treatment:** refers to medical treatment, and/or surgical procedure which is:
  - a. undertaken under General or Local anaesthesia in a hospital/day care centre in less than 24 hours because of technological advancement, and
  - b. which would have otherwise required a hospitalization of more than 24 hours.

Procedures / treatments usually done in Out Patient Department are not payable under the policy even if converted to day care surgery / procedure or as in patient in the hospital for more than 24 hours.

vii. **Family:** Means the family of the emigrant worker in India consisting of spouse and first two dependent children from the date of birth upto twenty one years of age

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

- a. has qualified nursing staff under its employment round the clock;
- b. has at least 10 inpatient beds, in towns having a population of less than 10,00,000 and 15 inpatient beds in all other places;
- 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 makes these accessible to the Insurance company's authorized personnel.

In case of AYUSH treatment, if the treatment is taken in a Government hospital or in any institute recognised by Govt. and/or accredited by Quality Council of India of National Accreditation Board on Health or in :

- i. Teaching hospitals of AYUSH colleges recognised by Central Council of Indian medicine (CCIM) and Central Council of Homeopathy (CCH)
- ii. AYUSH hospitals having registration with Government authority under appropriate Act in the State / UT and complies with the following as minimum criteria
  - a. has at least 15 inpatient beds
  - b. has minimum 5 qualified and registered AYUSH doctors
  - c. has qualified paramedical staff under its employment round the clock.
  - d. has dedicated AYUSH therapy sections
  - e. maintains daily records of patients and makes these accessible to the Insurance

company's authorized personnel.

**ix. Hospitalisation:** means admission in a Hospital for a minimum period of twenty four (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.

**x. I.D.Card:** means the card issued to the Insured Person by the TPA to avail Cashless facility in the Network Hospital.

**xi. 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** - is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/illness/ injury which leads to full recovery.

b. **Chronic condition** - is a disease, illness, or injury that has one or more of the following characteristics:

i. it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and /or tests

ii. it needs ongoing or long-term control or relief of symptoms

iii. it requires rehabilitation or to be specially trained to cope with it

iv. it continues indefinitely

v. it comes back or is likely to come back.

**xii. 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.

**xiii. Maternity Expenses:** shall include (a) Medical treatment expenses traceable to childbirth (including complicated deliveries and caesarean sections) incurred during hospitalisation (b) expenses towards lawful medical termination of pregnancy during the policy period.

**xiv. Medical Advice:** means any consultation or advice from a Medical Practitioner including the issue of any prescription or follow-up prescription.

**xv. 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.

**xvi. Medically Necessary Treatment (Not applicable to Overseas travel insurance):** Medically necessary treatment means any treatment, tests, medication, or stay in hospital or part of a stay in hospital which:

a. is required for the medical management of the illness or injury suffered by the insured;

b. must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;

c. must have been prescribed by a medical practitioner;

d. must conform to the professional standards widely accepted in international medical practice or by the medical community in India.

**xvii. Network Provider:** means network provider as defined in IRDAI (Third Party Administrators-Health services) Regulations, 2016.

**xviii. Permanent Disability:** means physical disability leading to loss of employment, and which is certified as such by the concerned Indian Mission /Post/PoE, as applicable.

**xix. Portability:** means the right accorded to an individual health insurance policy holder (including family cover) to transfer the credit gained for pre-existing conditions and time-bound exclusions, from one insurer to another or from one Plan to another Plan of same insurer.

**xx. Pre-Hospitalisation Expenses:** means medical expenses incurred during the period upto 30 days prior to the date of admission in the hospital, provided that:

- a. Such Medical Expenses are incurred for the same condition for which the Insured Person's Hospitalisation was required, and
- b. The In-patient Hospitalization claim for such Hospitalization is admissible by the Insurance Company.

**xxi. Post-Hospitalisation Expenses:** means medical expenses incurred for a period upto 60 days from the date of discharge from the hospital, provided that:

- a. Such Medical Expenses are incurred for the same condition for which the Insured Person's Hospitalisation was required, and
- b. The In-patient Hospitalization claim for such Hospitalization is admissible by the Insurance Company.

**xxii. Pre Existing Disease:** means any condition, ailment or injury or related condition(s) for which the Insured Person(s) had signs or symptoms, and / or was diagnosed, and / or received medical advice / treatment within 48 months prior to the first policy issued by the insurer

**xxiii. Reasonable and Customary Charges :** means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services, taking into account the nature of the illness / injury involved.

**xxiv. Renewal:** Renewal defines the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of all waiting periods.

**xxv. Subrogation** (Applicable to other than health sections of the policy): means 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.

**xxvi. Third Party Administrator (TPA):** means any person who is licensed under the IRDAI (Third Party Administrators – Health Service) Regulations, 2016, notified by the Authority, and is engaged, for a fee or remuneration by an insurance company, for the purposes of providing health services as defined in those regulations.

## **SECTION VIII: GENERAL CONDITIONS**

- 1. Period of Insurance:** is the period from the commencement to the end of the insurance cover and this duration is shown on the Schedule of the Policy:
  - a. **Commencement:** Insurance cover begins on the inception date as specified in the Policy Schedule, or when the Insured Person first boards the aircraft for the overseas journey, whichever is later
  - b. **End of the Cover:** Insurance Cover terminates on the expiry date as specified in the Policy Schedule or his return to India when he is no more in the employment abroad.
- 2.** Policy can be taken for a minimum period of two years and maximum three years. Thereafter, the policy is renewable during the period of employment contract, subject to production of proof of employment.

3. The insurance shall remain valid irrespective of change of employer or the insured's location during the policy period.
4. The insurance shall also remain valid during visit of Insured to India or to any third country during the currency of the policy.

**5. CASH LESS ACCESS SERVICES:** Cashless shall only be provided in case of hospitalisation claim that too for the treatment taken in India only. Insured person has to approach the policy issuing office and the facility shall be provided through TPA /Insurer, for treatment in Network Hospitals only.

**PROCEDURE FOR AVAILING CASHLESS ACCESS SERVICES IN NETWORK HOSPITALS/NURSING HOMES:**

- i. Claim in respect of Cashless Access Services will be through the TPA/ Insurer provided admission is in a network hospital and is subject to pre admission authorization. The TPA/ Insurer shall, upon getting the related medical details / relevant information from the insured person / network Hospital / Nursing Home, verify that the person is eligible to claim under the policy and after satisfying itself will issue a pre-authorization letter to the Hospital / Nursing Home mentioning the sum guaranteed as payable, also the ailment for which the person is seeking to be admitted as in-patient. This shall be done within 48hours of such request.
- ii. The TPA/Insurer reserves the right to deny pre-authorization in case the hospital / insured person is unable to provide the relevant information / medical details as required by the TPA/Insurer.
- iii. Should any information be available to the TPA/ Insurer which makes the claim inadmissible or doubtful requiring investigations, the authorisation of cashless facility may be withdrawn. However this shall be done by the TPA /Insurer before the patient is discharged from the Hospital.

In circumstances of ii&iii above denial of Cashless Access should in no way be construed as denial of claim. The insured person may obtain the treatment as per his/her treating doctor's advice and later on submit the complete claim papers to the TPA/Insurer for consideration in accordance with the policy terms.

**6. PAYMENT OF CLAIM:** All claims shall be reimbursable in Indian currency only. For the purpose of claims settlement, currency conversion rate as on the date of incurring the expenses would be taken into account.

**7. PROTECTION OF POLICYHOLDERS' INTERESTS:** In case a claim is admissible, Company shall offer a settlement of claim to the insured / claimant (or convey repudiation, if a claim warrants so) within 30days of receipt of all necessary information / documents. Where the circumstances of a claim warrant an investigation in the opinion of the insurer, it shall initiate and complete such investigation at the earliest, in any case not later than 30days from the date of receipt of last necessary document. In such cases, the claim shall be settled within 45days from the date of receipt of last necessary document.

In case of any delay in the payment, (30days / 45 days as the case may be), Company shall be liable to pay interest at a rate which is 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed.

**8. CLAIMS PROCEDURE:**

- i. Upon the happening of any event which may give rise to a claim under any Section of the Policy, the insured / nominee or authorized person/ legal representative (s ) as the case may be , is required to give immediate notice, but, within thirty days of the event to the Policy Issuing Office in writing.
- ii. The insured /nominee / authorized person /legal representative is required to submit the claim documents within Ninety days of the event resulting in a claim, to the Policy Issuing Office/ TPA and thereafter to give all assistance /cooperation as required by the company.

## 9. DOCUMENTS REQUIRED:

**A. Death Claims:** Certificate issued by the concerned Indian Mission / Consulate. The certificate should contain the following minimum information

- (i)
  - a. Identity of the person
  - b. Date of accident
  - c. Date of death
  - d. Cause of death confirming that the same has occurred due to the accident
  - e. Any other relevant information
- (ii) Any other relevant information that the Company may require

**B. Permanent Disablement Claims:** Certificate issued by the concerned Indian Mission / Consulate / Doctor attached to Mission / Consulate should contain the following minimum information.

- (i)
  - a. Identity of the person
  - b. Date of accident
  - c. Cause of accident
  - d. Certification that disablement was caused due to accident
  - e. Extent of disablement resulting in insured's loss of job. (If the insured is repatriated after injury, certificate of disablement, issued by the attending Doctor in India may also be given)
  - f. Any other relevant information
- (ii) Any other relevant information that the Company may require

## C. Hospitalisation Claims: For emigrants / family in India

- a. Final claim along with treatment papers, discharge summary and original Bills/Cash memos/reports, claim form and any other document in support of the claim are to be submitted to the Company / TPA.
- b. In case of emigrants, following additional document is required to be submitted:
  - i. In case the treatment is taken in the country other than India as an in-patient, Certification of above documents by the concerned Indian Mission / Post of the country where the incident happened OR
  - ii. f treatment is taken in India, certification of above documents by the concerned POE

Notice of claim in respect of family shall be to be given within 7 days of admission to hospital and documents shall be submitted within 30days of discharge from hospital.

Notice of claim in respect of the emigrant shall be given within 30 days of admission to hospital and documents shall be submitted within 90days of discharge from hospital.

**D. Legal Expenses:** All receipts and vouchers, in original, as proof of expenses incurred by the insured. Certificate from the concerned Indian Mission / Post that filing of such a case was necessary.

**10. CONTRIBUTION:** If two or more policies are taken by an insured during a period from one or more Insurers to indemnify treatment costs, the insured shall have the right to require a settlement of his claim in terms of any of his policies

- i. In all such cases, the insurer who has issued the chosen policy, shall be obliged to settle the claim as long as the claim is within the limits of and according to the terms of the chosen policy.
- ii. Claim under other policy/policies can be made after exhaustion of the sum insured in the earlier chosen policy/policies. However, the insured shall also have the right to prefer claim from other policy/policies for the amounts disallowed under the earlier chosen policy/policies even if the sum insured is not exhausted.

**11. SUBROGATION:** The Company shall be fully and completely subrogated to the rights of the Insured Person against parties who may be liable to provide indemnity or make a contribution in respect of any matter which is the subject of a claim under this Insurance. The Insured Person / claimant shall co-operate fully with the Company and provide such information and documentation as required by the Company in order to collect and enforce its rights of subrogation. The Insurer may institute any proceedings at its own expense against such third parties in the name of the Insured Person.

**12. ARBITRATION:** If any dispute or difference shall arise as to the quantum to be paid under the 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; 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 of 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 Arbitration and Conciliation Act, 1996, and subsequent amendments.

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 award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

**13. CANCELLATION:** Company shall allow cancellation of the policy only

- (i) if a PBBY policy is in place in respect of the emigrant insured from some other insurer or
  - (ii) when the journey is not undertaken subject to production of the original passport as a proof.
- And Company shall retain Rs.101 as cancellation charges.

Company can also cancel the policy on the grounds of misrepresentation, non-disclosure of material facts, fraud or non-co-operation of the insured and in such a case no premium shall be refunded.

**14. FREE LOOK PERIOD:** This policy shall have a free look period. The free look period shall be applicable at the inception of the fresh policy and:

1. The insured will be allowed a period of 15 days from the date of receipt of the policy to review the terms and conditions of the policy and to return the same if not acceptable
2. If the insured has not made any claim during the free look period, the insured shall be entitled to
  - a. A refund of the premium paid less any expenses incurred by the insurer on medical examination of the insured persons and the stamp duty charges or;
  - b. where the risk has already commenced and the option of return of the policy is exercised by the policyholder, a deduction towards the proportionate risk premium for period on cover or;
  - c. Where only a part of the risk has commenced, such proportionate risk premium commensurate with the risk covered during such period.

Premium on cancellation shall be refunded within 15days from the date of receipt of request for Free look cancellation.

**15. PREMIUM REVISION:** The rates given in the prospectus are valid for the given policy period. Company may revise the premium rates and / or the terms & conditions of the policy in accordance with the Govt.scheme and/or IRDAI guidelines prevailing at that time.

**16. IRDAI REGULATIONS:** This policy is subject to IRDAI (Protection of Policy Holder's interest) regulations and IRDAI (Health Regulations 2013&2016), as amended from time to time.

**17. GRIEVANCE REDRESSAL:**

- i. Company shall repudiate the claim if not payable under the policy, mentioning the reasons for repudiation in writing to the Insured / claimant. The Insured / claimant shall have the right to

appeal / approach the Customer Service department of the Company at its policy issuing office, concerned Divisional Office, concerned Regional Office or of the Head Office, situated at A-25/27, Asaf Ali Road, New Delhi-110002. E-mail id is csd@orientalinsurance.co.in.

- ii. If the insured is not satisfied with the reply of the Customer Service department, he may approach the Insurance Ombudsman, established by the Central Government for redressal of grievance. The Insurance Ombudsman is empowered to adjudicate on personal line insurance claims upto Rs.20 lacs.

**18. DISCLAIMER OF CLAIM:** If the Company shall disclaim liability and communicate in writing to the Insured in respect of any claim hereunder and such claim has not within 12 calendar months from the date of such disclaimer been made the subject matter of a suit in a court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

**19. FRAUD / MISREPRESENTATION / CONCEALMENT:** Non – disclosure, concealment or misrepresentation of material facts or making false statements in the Proposal Form or any other document submitted therewith, shall render the policy null and void ab initio and the Company shall not be liable under this policy. The Company shall, also not be liable under the policy in respect of any claim, if such claim be in any manner- intentionally or fraudulently or otherwise misrepresented or concealed or involves making false statement or submitting false bills whether by the insured person or any Institution/ Organisation on his behalf. Company shall be at liberty to take suitable legal action against the Insured person/ Institution/ Organisation as per the laws.

**20. GRACE PERIOD:** In the event of delay in renewal of the policy, a grace period of 30 days is allowed. However, no coverage shall be available during the grace period and any disease/injury contracted during the break period shall not be covered and shall be treated as Pre-existing disease.

**21. RENEWAL OF POLICY:**

- a. The Company shall not be responsible or liable for non-renewal of policy due to non-receipt or delayed receipt (i.e. after the due date including the grace period of 30 days) of premium or the proposal form or of the Medical Practitioner's report wherever required or due to any other reason whatsoever
- b. The company may revise the premium rates and / or the terms & conditions of the policy, upon renewal thereof, only after due approval from IRDAI. Renewal of this policy is not automatic; premium due must be paid to the Company before the due date. Any revision or modification in the policy will be notified to the policyholders three months in advance.
- c. The Company shall not ordinarily deny the renewal of this policy unless on grounds of fraud, moral hazard, misrepresentation or non-cooperation by the insured

**22. PORTABILITY:** In the event of the insured porting to any other insurer, Insured must apply with details of the policy and claims to the insurer where the Insured wants to port, atleast 45 days before the date of expiry of the policy.

**23. PRODUCT WITHDRAWAL:** This product may be withdrawn in future. However, in such an event the insured shall be duly informed of the options available.

**24. DISCLOSURE TO INFORMATION NORM:** The policy shall be void, in the event of misrepresentation, mis-description or non-disclosure of any material fact.

**25. JURISDICTION:** All disputes or differences under or in relation to the policy shall be determined by the Indian Courts and according to the Indian laws.