



**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**  
**PROSPECTUS**

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.

Policy is available to all emigrants who need Emigration clearance from the concerned Protector of Emigrants (POE) for overseas employment.

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

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.

**COVERAGE under the Policy**

	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 are 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 emigrant	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 certified by the concerned Indian Mission / Post & air tickets are submitted in original.
7b	Repatriation due to insured not being, 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.
- c. Benefits under IB and 4 to 7 are available only if claim under IA above is admissible under the policy
- d. Coverage under the policy is available in India / any third country or in the country of employment, except for IB above, which is applicable only in India.

**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 inpatient 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 inpatient 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.

**EXCLUSIONS applicable to Personal Accident 1A above:** 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.

**EXCLUSIONS applicable to 1B, 2 & 3 above:**

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. (Not applicable to 2 of above Table)
- 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 3 of above Table)
- 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.

#### **EXCLUSIONS applicable to REPATRIATION 7a & 7b above**

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

- a. the insured having committed violation of any law, fraud , or any breach of employment conditions
- b. 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
- c. the employment having been obtained through fake or forged documents, work permit or improper entry visa
- d. entry into the country having been made without completing legal formalities for whatsoever reason .
- e. 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
- f. Refusal of entry into the country on medical grounds

#### **GENERAL EXCLUSIONS**

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.

## GENERAL CONDITIONS

1. The insurance shall remain valid irrespective of change of employer or the insured's location during the period of insurance.
2. The insurance shall also remain valid during visit of Insured to India or any third country during the currency of the policy.
3. **CASH LESS ACCESS SERVICES:** Cashless shall only be provided in case of hospitalisation claim that too in India only. Insured person has to approach the policy issuing office and the facility shall be provided through Third Party Administrator, for treatment in Network Hospitals only.
4. **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 apply.

### 5. 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, to the Policy Issuing Office/ TPA and thereafter to give all assistance / cooperation as required by the company.

**6. DOCUMENTS REQUIRED in case of Death Claims & Permanent Disablement Claims:** Certificate issued by the concerned Indian Mission / Consulate. In respect of **Hospitalisation Claims** : Final claim along with treatment papers 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. In case the treatment is taken in the country of employment as in patient, the requisite documents shall be certified by the concerned Indian Mission / Post. For claim in respect of legal expenses, all receipts & vouchers, in original, as proof of incurred expenses are to be submitted.

7. **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 15 days from the date of receipt of request for Free look cancellation.

8. **PREMIUM REVISION CLAUSE:** The rates given in the prospectus are valid for the given period of insurance. The company may revise the premium rates and / or the terms & conditions of the policy as per the IRDA guidelines prevailing at that time.

- 9. PERIOD OF INSURANCE:** This insurance shall be valid for a period of two years / three years or till such time as the insured returns to India, and is out of employment abroad, whichever is earlier. The policy can be renewed if employment contract period is extended.
- 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.
- 10. IRDA REGULATIONS:** This policy is subject to IRDAI (Protection of Policy Holders' interest) regulations and IRDAI (Health Regulations 2013&2016), as amended from time to time.
- 11. FRAUD / MISREPRESENTATION / CONCEALMENT:** Non – disclosure, concealment or misrepresentation of material facts or making false statements in the Proposal Form and/ or in the Claim Form or any other document, 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
- 12. 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.
- 13. PORTABILITY:** In the event of the Insured Person porting to any other insurer, Insured Person must apply with details of the policy and claims to the insurer where the Insured Person wants to port, atleast 45 days before the date of expiry of the policy.
- 14. PRODUCT WITHDRAWAL:** This product may be withdrawn in future. However, in such an event the policy holder shall be duly informed of the options available.
- 15. DISCLOSURE TO INFORMATION NORM:** The policy shall be void, in the event of misrepresentation, mis-description or non-disclosure of any material fact.
- 16. 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.
- 17. PREMIUM CHART**

Sl.No.	Policy duration	Premium (in INR) excluding Taxes
1.	02 years	275.00
2.	03 years	375.00