

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 passportcategory.

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 suchperson.

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
(i)	Death	10,00,000	None	Indian Mission / Post of the country where the incident happened, if in India certification by the concerned POE is required.
(ii)	Permanent Disability leading to loss of employment while in employment abroad	10,00,000	None	
1B	Hospitalization cover on floater basis for Family in India in case of happening of IA i / iiabove	50,000 per annum		Documents in proof of the claim are to besubmitted
2	Hospitalization of Insured emigrant in an emergency on grounds of accidental injuries, sickness/disease, whether in India / any third country or in the country ofemployment	100,000	50,000 per hospitalization	Certification by the concerned Indian Mission / Post of the country where the hospitalization happened, or if in India certification bythe concerned POE is required

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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	Telemedicine	Maximum 2,000/- per life/per family in a policy year. Details as per Note point (e) below.		
5	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
6	Insured airfare - on suffering Permanent disability leading to loss of job while in employmentabroad	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
7	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
8a	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.
8b	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	
	8a&b: In cases where repatriation is arrang expenses to the concerned Indian Mission		on / Post, the Compa	ny shall reimburse the actual
9	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 9 are in addition to 1Aabove.
- c. Benefits under IB and 5 to 8 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 inIndia.
- e. **Telemedicine-**Expenses incurred by insured on telemedicine/Tele-consultation with a Registered medical practitioner for Diagnosis & treatment of a disease/illness covered under the Policy. Such reasonable incurred expenses will be reimbursable wherever consultation with a Registered medical practitioner is allowed in the terms and conditions of policy contract and shall be subject to Limits/Sublimits prescribed in Policy Schedule. Telemedicine offered shall be in compliance with the Telemedicine Practice Guidelines dated 25th of March 2020 by MCI and as amended from time to time."

The limit of amount payable for telemedicine is Maximum Rs. 2,000/- per insured &/or per family, for a policy period.

f. HIV/ AIDS Cover

The Company shall indemnify the Hospital or the Insured the Medical Expenses (including Pre and Post Hospitalization Expenses) related to following stages of HIV infection:

- i. Acute HIV infection acute flu-likesymptoms
- **ii.** Clinical latency usually asymptomatic or mildsymptoms
- iii. AIDS full-blown disease: CD4 < 200

g(a). Mental Illness Cover

The Company shall indemnify the Hospital or the Insured the Medical Expenses (including Pre and Post Hospitalisation Expenses) only under certain conditions as:-

- 1. Illness covered under definition of mental illness mentioned under clauseviiB(i).
- 2. Hospitalization in Mental Health Establishment as defined under clauseviiB(ii).
- 3. Hospitalization as advised Mental Health Professional as defined under clauseviiB(iii).
- 4. Mental Conditions associated with the abuse of alcohol and drugs are excluded.
- 5. Mental Retardation and associated complications arising therein are excluded.
- 6. Any kind of Psychological counseling, cognitive/ family/ group/ behavior/ palliative therapy or other kinds of psychotherapy for which Hospitalization is not necessary shall not becovered.

g(b). Definitions pertaining to Mental Illness Cover:-

i. **Mental Illness:** "Mental illness" means a substantial disorder of thinking, mood, perception, orientation ormemory that grossly impairs judgment, behaviour, capacity to recognise reality or ability to meet the ordinary demands of life, mental conditions associated with the abuse of alcohol and drugs, but does not include mental retardation which is a condition of arrested or incomplete development of mind of a person, specially characterised by sub normality ofintelligence.

ii.Mental Health Establishment: "Mental health establishment" means any health establishment, including Ayurveda, Yoga and Naturopathy, Unani, Siddha and Homoeopathy establishment, by whatever name called, either wholly or partly, meant for the care of persons with mental illness, established, owned, controlled or maintained by the appropriate Government, local authority, trust, whether private or public, corporation, co-operative society, organisationor any other entity or person, where persons with mental illness are admitted and reside at, or kept in, for care, treatment, convalescence and rehabilitation, either temporarily or otherwise; and includes any general hospital or general nursing home established or maintained by the appropriate Government, local authority, trust, whether private or public, corporation, co-operative society, organisationor any other entity or person; but does not include a family residential place where a person with mental

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illness resides with his relatives or friends.

iii. Mental healthprofessional:

- (i) a psychiatristor
- (ii) a professional registered with the concerned State Authority under section 55; or (*iii*) a professional having a post-graduate degree (Ayurveda) in Mano VigyanAvumManasRogaor a post-graduate degree (Homoeopathy) in Psychiatry or a post-graduate degree (Unani) in Moalijat (Nafasiyatt) or a post-graduate degree (Siddha)inSirappuMaruthuvam;

h. All the following procedures, will be covered in the policy, if treated as in-patient care or as day care treatment in thehospital:

- i.Uterine artery Embolization and HIFU
- ii.Balloon Sinuplasty
- iii.Deep Brain stimulation
- iv.Oral chemotherapy
- v.Immunotherapy- Monoclonal Antibody to be given as injection.
- vi.Intra vitreal injections
- vii.Robotic surgeries viii.Stereotactic radio surgeries
- ix.Bronchial Thermoplasty
- x. Vaporization of the prostrate (Green laser treatment or holmium laser treatment)
- xi.IONM (Intra Operative Neuro Monitoring)
- xii.Stem cell therapy: Hematopoietic stem cells for bone marrow transplant for hematological conditions to be covered

DEFINITIONS:

- i Accident: is a sudden, unforeseen and involuntary event caused by external, visible and violentmeans.
- ii **AYUSH**: AYUSH treatment refers to the Medical and/or hospitalisation treatments given under Ayurveda, Yoga and Naturopathy, Unani, Siddha, and Homeopathysystems.
- **iii** 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 isapproved.
- iv 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 asunder:-
- a. has qualified nursing staff under itsemployment,
- b. has qualified medical practitioner (s) incharge,
- c. has a fully equipped operation theatre of its own, where surgical procedures are carriedout
- 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 whichis:
- a. undertaken under General or Local anesthesia 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 24hours.

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 ofage

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- **vi. 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 asunder:
- a) has qualified nursing staff under its employment round the clock;

b) has at least 10 In-patient beds, in towns having a population of less than 10,00,000 and at least 15 In-patient 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
- *Following are the enactments specified under the schedule of Section 56 of Clinical Establishment (Registration and Regulation) Act, 2010 as of October 2013. Please refer to the Act for amendments, if any:
- 1. The Andhra Pradesh Private Medical care Establishments (Registration and Regulations) Act, 2002
- 2. The Bombay Nursing Homes Registration Act, 1949
- 3. The Delhi Nursing Home Registration Act, 1953
- 4. The Madhya Pradesh UpcharyaGrihaTathaRujopcharSanbadhuSthapamaue

(Ragistrikaran Tatha Anugyapan) Adhiniyam, 1973.

- 5. The Manipur Homes and Clinics Registration Act, 1992
- 6. The Nagaland Health Care Establishments Act, 1997
- 7. The Orissa Clinical Establishments (Control and Regulations) Act, 1990
- 8. The Punjab State Nursing Home Registration Act, 1991
- 9. The West Bengal Clinical Establishment Act, 1950

AYUSH Hospital:

An AYUSH Hospital is a healthcare facility wherein medical/surgical/para-surgical treatment procedures and interventions are carried out by AYUSH Medical Practioner(s) comprising of any of the following:

- a. Central or State Government AYUSH Hospital; or
- b.Teaching hospital attached to AYUSH College recognized by the Central Government /Central
- c. Council of Indian Medicine/ Central Council for Homeopathy; or
- **d.** AYUSH Hospital, standalone or co-located with in-patient healthcare facility of any recognized system of medicine, registered with the local authorities, wherever applicable, and is under the supervision of a qualified registered AYUSH Medical Practitioner and must comply with all the following criterion:
- i. Having at least five in- patient beds;
- ii. Having qualified AYUSH Medical Practitioner in charge round the clock;

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- iii. Having dedicated AYUSH therapy sections as required and/or has equipped operation theatre where surgical procedures are to be carried out;
- iv. Maintaining daily records of the patients and making them accessible to the insurance company's authorized representative.

AYUSH Day Care Centre:

AYUSH Day Care Centre means and includes Community Health Centre (CHC), Primary health Centre (PHC), Dispensary, Clinic, Polyclinic or any such health centre which is registered with the local authorities, wherever applicable and having facilities for carrying out treatment procedures and medical orsurgical/para-surgical interventions or both under the supervision of registered AYUSH Medical Practioner (s) on day care basis without inpatient services and must comply with all the following criterion:

- i. Having qualified registered AYUSH Medical Practitioner (s) in charge.
- ii. Having dedicated AYUSH therapy sections as required and/or has equipped operation theatre where surgical procedures are to be carried out;
- iii. Maintaining daily records of the patients and making them accessible to the insurance company's authorized representative.
- **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 consecutivehours.
- 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 medicaltreatment.
- 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 /ortests
- ii. it needs ongoing or long-term control or relief of symptoms
- iii. it requires rehabilitation or to be specially trained to cope withit
- iv. it continues indefinitely
- v. it comes back or is likely to comeback.
- **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 MedicalPractitioner.
- **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 policyperiod.
- **xiv. Medical Advice**: means any consultation or advice from a Medical Practitioner including the issue of any prescription or follow-upprescription.
- **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

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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 medicaltreatment.

- **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 hospitalwhich:
- a. is required for the medical management of the illness or injury suffered by theinsured;
- b. must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, orintensity;
- 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 inIndia.

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, asapplicable.

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 sameinsurer.

xx. Pre-Hospitalisation Expenses: means medical expenses incurred duringtheperiodupto 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.

- ix. Pre-Existing Disease (PED): Pre existing disease means any condition, ailment, injury or disease:
- **a.** that is/are diagnosed by a physician within 48 months prior to the effective date of the policy issued by the insurer or its reinstatement.
- **b.** for which medical advice or treatment was recommended by, or received from, a physician within 48 months prior to the effective date of the policy or its reinstatement.

xxii. 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 / injuryinvolved.

xxiii. 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.

xxiv. 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 othersource.

xxv. Third Party Administrator (TPA): means any person who is licensed under the IRDAI (Third Party The Oriental Insurance Company Limited Pravasi Bharatiya Bima Yojana-2017

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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.

xxvi. Portability: "Portability" means, the right accorded to individual health insurance policyholders (including all members under family cover), to transfer the credit gained for pre-existing conditions and time bound exclusions, from one insurer to another insurer.

xxvii. Migration: "Migration" means, the right accorded to health insurance policy holders (including all members under family cover and members of group health insurance policy), to transfer the credit gained for pre-existing conditions and time bound exclusions, with the same insurer.

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 ordrugs
- 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 theworld.
- iv. Directly or indirectly caused by venereal disease(s) or insanity
- v. Arising or resulting from insured committing breach of law with criminalintent
- 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 detainments 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 nuclearfuel,
- 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 & 3above:

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 respectof:

i. Pre-existing Diseases - code –ExcI 01

- a). Expenses related to the treatment of a pre-existing Disease (PED) and its direct complications shall be excluded until the expiry of 48 months of continuous coverage after the date of inception of the first policy with the insurer or its reinstatement.
- b). In case of enhancement of sum insured the exclusion shall apply afresh to the extent of sum insured increase.
- c). If the Insured person is continuously covered without any break as defined under the portability norms of the extant IRDAI (Health Insurance) Regulations, then waiting period for the same would be reduced to the extent of the prior coverage.
- d). Coverage under the policy after the expiry of 48 months for any pre-existing disease is subject to the same being declared at the time of application and accepted by insurer or its reinstatement.

3.2 Specified disease / procedure waiting period-code-ExcI 02

- a). Expenses related to the treatment of the listed Conditions, surgeries/treatments shall be excluded until the expiry of the specified waiting period of the continuous coverage after the date of inception of the first policy with us. This exclusion shall not be applicable for claims arising due to an accident.
- b). incase of enhancement of sum insured the exclusion shall apply afresh to the extent of sum insured increase.

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- c). If any of the specified disease/procedure falls under the waiting period specified for pre-Existing diseases, then the longer of the two waiting periods shall apply.
- d). The waiting period for listed conditions shall apply even if contracted after the policy or declared and accepted without a specific exclusion.
- e). If the Insured Person is continuously covered without any break as defined under the applicable norms on portability stipulated by IRDAI, then waiting period for the same would be reduced to the extent of prior coverage.
- f). The expenses on treatment of following ailments / diseases / surgeries, if contracted and / or manifested after inception of first Policy(subject to continuity being maintained), are not payable during the waiting period specified below.

	Ailment / Disease / Surgery	Waiting Period
I	Benign ENT disorders and surgeries i.e. Tonsillectomy, Adenoidectomy, Mastoidectomy, Tympanoplasty etc.	1 year
Ii	Polycystic ovarian diseases.	1 year
Iii	Surgery of hernia.	2 years
Iv	Surgery of hydrocele.	2 years
V	Non infective Arthritis.	2 years
Vi	Undescendent Testes.	2 Years
Vii	Cataract.	2 Years
Viii	Surgery of benign prostatic hypertrophy.	2 Years
Ix	Hysterectomy for menorrhagia or fibromyoma or myomectomy or prolapse of uterus.	2 Years
X	Fissure / Fistula in anus.	2 Years
Xi	Piles.	2 Years
Xii	Sinusitis and related disorders.	2 Years
Xiii	Surgery of gallbladder and bile duct excluding malignancy.	2 Years
Xiv	Surgery ofgenito-urinary system excludingmalignancy.	2 Years
Xv	Pilonidal Sinus.	2 Years
Xvi	Gout and Rheumatism.	2 Years
Xvii	Hypertension.	90 days
Xviii	Diabetes.	90 days
Xix	Calculus diseases.	2 Years
Xx	Surgery for prolapsed inter vertebral disk unless arising from accident.	2 Years
Xxi	Surgery of varicose veins and varicose ulcers.	2 Years
Xxii	Congenital internal diseases.	2 Years
Xxiii	Joint Replacement due to Degenerative condition.	4 Years
Xxiv	Age related osteoarthritis and Osteoporosis.	4 Years

Note: If the continuity of the renewal is not maintained then subsequent cover will be treated as fresh Policy and clauses 4.1., 4.2, 4.3 shall apply afresh, unless agreed by the Company and suitable endorsement passed on the Policy, by the duly authorized official of the Company. Similarly, iftheSumInsuredis enhanced subsequent to the inception of the Folicy, clauses 4.1, 4.2 and 4.3 shall apply afreshon the enhanced portion of the SumInsured.

3.3 30 day waiting period- code – ExcI 03

- a). Expenses related to the treatment of any illness within 30 days from the first policy commencement date shall be excluded except claims arising due to an accident, provided the same are covered.
- b). This exclusion shall not, however, apply if the Insured Person has continuous coverage for more than twelve months'.

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c). The within referred waiting period is made applicable to the enhanced sum insured in the event of granting higher sum insured subsequently.

3.4 Investigation & Evaluation - Code - ExcI 04

- a). Expenses related to any admission primarily for diagnostics and evaluation purposes only are excluded.
- b). Any diagnostic expenses which are not related or not incidental to the current diagnosis and treatment are excluded.

3.5 Rest Cure, rehabilitation and respite care - Code -ExcI 05

- a) Expenes related to any admission primarily for enforced bed rest and not for receiving treatment. This also includes:
- i. Custodial care either at home or in a nursing facility for personal care such as help with activities of daily living such a bathing, dressing, moving around either by skilled nurses or assistant or non-skilled persons.
- ii. Any services for people who are terminally ill to address physical, social, emotional and spiritual needs.

3.6 Obesity/Weight Control: Code-EscI 06

Expenses related to the surgical treatment of obesity that does not fulfill all the below conditions:

- 1). Surgery to be conducted is upon the advice of the Doctor.
- 2). The surgery /Procedure conducted should be supported by clinical protocols.
- 3). The member has to be 18 years of age or older and
- 4). Body Mass Index (BMI):
 - a). greater than or equal to 40 or
- b). greater than or equal to 35 in conjunction with any of the following severe co-morbidities following failures of less invasive methods of weight loss:
- i). Obesity related cardiomyopathy
 - ii). Coronary heart diseases
 - iii). Severe Sleep Apnea.
 - iv). Uncontrolled Type 2 Diabetes.

3.7 Change of Gender Treatments: Code – ExcI 07

Expenses related to any treatment, including surgical management, to change characteristics of the body to those of the opposite.

3.8 Cosmetic or Plastic Surgery- Code- ExcI 08

Expenses for cosmetic or plastic surgery or any treatment to change appearance unless for reconstruction following an accident, burns(s) or Cancer or as part of medically necessary treatment to remove a direct and immediate health risk to the insured. For this to be considered a medical necessity, it must be certified by the attending Medical practioner.

3.4Hazardous or Adventure sports- Code- ExcI 09

Expenses related to any treatment necessitated due to participation as a professional in hazardous or adventure sports including but not limited to, para-jumping, rock climbing, mountaineering, rafting, motor racing, horse racing or scuba diving, hand gliding, sky diving, deep-sea diving.

3.5Breach of law - Code -ExcI 010

Expenses for treatment directly arising from or consequent upon any Insured Person committing or attempting to commit a breach of law with criminal intent.

3.6Excluded Providers- Code – ExcI 011

Expenses incurred towards treatment in any hospital or by any Medical Practioner or any other provider specifically excluded by the Insurer and disclosed in its website /notified to the policy holders are not admissible. However, in case of life threatening situations or following an accident, expenses upto the stage of stabilization are payable but not complete claim.

3.7 Treatment for, Alcolholic drug or substance abuse or any addictive condition and consequences thereof. – Code-The Oriental Insurance Company Limited Pravasi Bharatiya Bima Yojana-2017

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- 3.8 Treatments received in health hydros, nature cure clinics, spas or similar establishments or private beds registered as a nursing home attached to such establishments or where admission is arranged wholly or partly for domestic reasons.-Code-ExcI013
- 3.9 Dietary supplements and substances that can be purchased without prescription, including but not limited to vitamins, minerals and organic substances unless prescribed by a medical practioner as part of hospitalization claim or day care procedure.- Code- ExcI014

3.10 Refractive Error- Code- ExcI 015

Expenses related to the treatment for correction of eye sight due to refractive error less than 7.5 dioptres.

3.11 Unproven Treatments- Code – excI 016

Expenses related to any unproven treatment, services and supplies for or in connection with any treatment. Unproven treatments are treatments, procedures or supplies that lack significant medical documentation to support their effectiveness.

3.12 Sterility and Infertility- Code- ExcI 017

Expenses related to sterility and infertility. This includes:

- i). Any type of contraception, sterilization.
- ii). Assisted Reproduction services including artificial insemination and advanced reproductive technologies such as IVF, ZIFT, GIFT, ICSI.
- iii). Gestation Surrogacy.
- iv). Reversal of sterilization.

3.13 Maternity- Code- ExcI 018

- i). Medical treatment expenses traceable to childbirth (including complicated deliveries and cesarean sections incurred during hospitalization) except ectopic pregnancy.
- ii). Expenses towards miscarriage(unless due to an accident) and lawful medical termination of pregnancy during the policy period.

War (whether declared or not) and war like occurrence or invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolutions, insurrections, mutiny, military or usurped power, seizure, capture, arrest, restraints and detainment of allkinds.

Nuclear, chemical or biological attack or weapons, contributed to, caused by, resulting from or from any other cause or event contributing concurrently or in any other sequence to the loss, claim or expense. For the purpose of this exclusion:

- a) Nuclear attack or weapons means the use of any nuclear weapon or device or waste or combustion of nuclear fuel or the emission, discharge, dispersal, release or escape of fissile/ fusion material emitting a level of radioactivity capable of causing any Illness, incapacitating disablement ordeath.
- b) Chemical attack or weapons means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing any Illness, incapacitating disablement ordeath.
- c) Biological attack or weapons means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organisms and/or biologically produced toxins (including genetically modified organisms and chemically synthesized toxins) which are capable of causing any Illness, incapacitating disablement ordeath.

Any expenses incurred on Domiciliary Hospitalization and OPDtreatment

Treatment taken outside the geographical limits ofIndia

4. If the proposer is suffering or has suffered from any of the following disease, as per serial no 1-16 of the below table at the time of taking the policy, the specific ICD codes, mentioned therein will be permanently excluded from the policy coverage:

Sr. No.	Disease	ICD Code
1	Sarcoidosis	D86.0-D86.9
2	Malignant Neoplasms	C00-C14 Malignant neoplasms of lip, oral cavity and pharynx, • C15-C26 Malignant neoplasms of digestive organs, • C30-C39 Malignant neoplasms of respiratory and intrathoracic organs• C40-C41 Malignant neoplasms of bone and articular cartilage• C43-C44 Melanoma and other malignant neoplasms of skin • C45-C49 Malignant neoplasms of mesothelial and soft tissue • C50-C50 Malignant neoplasms of breast • C51-C58 Malignant neoplasms of female genital organs • C60-C63 Malignant neoplasms of male genital organs • C64-C68 Malignant neoplasms of urinary tract • C69-C72 Malignant neoplasms of eye, brain and other parts of central nervous system • C73-C75 Malignant neoplasms of thyroid and other endocrine glands • C76-C80 Malignant neoplasms of ill-defined, other secondary and unspecified sites • C7A-C7A Malignant neuroendocrine tumours • C7B-C7B Secondary neuroendocrine tumours • C81-C96 Malignant neoplasms of lymphoid, hematopoietic and related tissue• D00-D09 In situ neoplasms • D10-D36 Benign neoplasms, except benign neuroendocrine tumours • D37-D48 Neoplasms of uncertain behaviour, polycythaemiavera and myelodysplastic syndromes • D3A-D3A Benign neuroendocrine tumours • D49-D49 Neoplasms of unspecified behavior
3	Epilepsy	G40 Epilepsy
4	Heart Ailment Congenital heart disease and valvular heart disease	I49 Other cardiac arrhythmias, (I20-I25)Ischemic heart diseases, I50 Heart failure, I42Cardiomyopathy; I05-I09 - Chronic rheumaticheart diseases. • Q20 Congenital malformations of cardiac chambers and connections • Q21 Congenital malformations of cardiac septa • Q22 Congenital malformations of pulmonary and tricuspid valves • Q23 Congenital malformations of aortic and mitral valves • Q24 Other congenital malformations of heart • Q25 Congenital malformations of great arteries • Q26 Congenital malformations of great veins • Q27 Other congenital malformations of peripheral vascular system• Q28 Other congenital malformations of circulatory system • I00-I02 Acute rheumatic fever • I05-I09 • Chronic rheumatic heart diseases Nonrheumatic mitral valve disorders mitral (valve): • disease (I05.9) • failure (I05.8) • stenosis (I05.0). When of unspecified cause but with mention of: • diseases of aortic valve (I08.0), • mitral stenosis or obstruction (I05.0) when specified as congenital (Q23.2, Q23.3) when specified as rheumatic (I05), I34.0Mitral (valve) insufficiency • Mitral (valve): incompetence / regurgitation - • NOS or of specified cause, except rheumatic, I 34.1to I34.9 - Valvular heart disease.
5	Cerebrovascular disease (Stroke)	I67 Other cerebrovascular diseases, (I60-I69) Cerebrovascular diseases

6	Inflammatory Bowel Diseases	K 50.0 to K 50.9 (including Crohn's and Ulcerative colitis) K50.0 - Crohn's disease of small intestine; K50.1 -Crohn's disease of large intestine; K50.8 - Other Crohn's disease; K50.9 - Crohn's disease, unspecified. K51.0 - Ulcerative (chronic) enterocolitis; K51.8 -Other ulcerative colitis; K51.9 - Ulcerative colitis, unspecified.
7	Chronic Liver diseases	K70.0 To K74.6 Fibrosis and cirrhosis of liver; K71.7 - Toxic liver disease with fibrosis and cirrhosis of liver; K70.3 - Alcoholic cirrhosis of liver; I98.2 - K70Alcoholic liver disease; Oesophagealvarices in diseases classifiedelsewhere. K 70 to K 74.6 (Fibrosis, cirrhosis, alcoholic liver disease, CLD)
8	Pancreatic diseases	K85-Acute pancreatitis; (Q 45.0 to Q 45.1) Congenital conditions of pancreas, K 86.1 to K 86.8 - Chronic pancreatitis
9	Chronic Kidney disease	N17-N19) Renal failure; I12.0 - Hypertensive renal disease with renal failure; I12.9 Hypertensive renal disease without renal failure; I13.1 - Hypertensive heart and renal disease with renal failure; I13.2 - Hypertensive heart and renal disease with both (congestive) heart failure and renal failure; N99.0 - Post procedural renal failure; O08.4 - Renal failure following abortion and ectopic and molar pregnancy; O90.4 - Postpartum acute renal failure; P96.0 - Congenital renal failure. Congenital malformations of the urinary system (Q 60 to Q64), diabetic nephropathy E14.2, N.083
10	Hepatitis B	B16.0 - Acute hepatitis B with delta-agent (coinfection) with hepatic coma; B16.1 – Acute hepatitis B with delta-agent (coinfection) without hepatic coma; B16.2 - Acute hepatitis B without delta-agent with hepatic coma; B16.9 –Acute hepatitis B without delta-agent and without hepatic coma; B17.0 –Acute delta-(super)infection of hepatitis B carrier; B18.0 -Chronic viral hepatitis B with delta-agent; B18.1 -Chronic viral hepatitis B without delta-agent;
11	Alzheimer's Disease, Parkinson's Disease -	G30.9 - Alzheimer's disease, unspecified; F00.9 - G30.9Dementia in Alzheimer's disease, unspecified, G20 - Parkinson's disease.
12	Demyelinating disease	G.35 to G 37
13	HIV & AIDS	B20.0 - HIV disease resulting in mycobacterial infection; B20.1 - HIV disease resulting in other bacterial infections; B20.2 - HIV disease resulting in cytomegaloviral disease; B20.3 - HIV disease resulting in other viral infections; B20.4 - HIV disease resulting in candidiasis; B20.5 - HIV disease resulting in other mycoses; B20.6 - HIV disease resulting in Pneumocystis carinii pneumonia; B20.7 - HIV disease resulting in multiple infections; B20.8 - HIV disease resulting in other infectious and parasitic diseases; B20.9 - HIV disease resulting in unspecified infectious or parasitic disease; B23.0 - Acute HIV infection syndrome; B24 - Unspecified human immunodeficiency virus [HIV] disease

14	Loss of Hearing	H90.0 - Conductive hearing loss, bilateral; H90.1 - Conductive hearing loss, unilateral with unrestricted hearing on the contralateral side; H90.2 - Conductive hearing loss, unspecified; H90.3 - Sensorineural hearing loss, bilateral; H90.4 - Sensorineural hearing loss, unilateral with unrestricted hearing on the contralateral side; H90.6 - Mixed conductive and sensorineural hearing loss, bilateral; H90.7 - Mixed conductive and sensorineural hearing loss, unilateral with unrestricted hearing on the contralateral side; H90.8 - Mixed conductive and sensorineural hearing loss, unspecified; H91.0 - Ototoxic hearing loss; H91.9 - Hearing loss, unspecified	
15.	Papulosquamous disorder of the skin	L40 - L45 Papulosquamous disorder of the skin including psoriasis lichen planus	
16.	Avascular necrosis (osteonecrosis)	M 87 to M 87.9	

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 beingdeported
- c. the employment having been obtained through fake or forged documents, work permit or improper entryvisa
- 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 suchtime
- 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 Hospitalsonly.
- **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, wouldapply.

5. CLAIMSPROCEDURE:

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 inwriting.

ii. The insured /nominee / authorized person /legal representative is required to submit the claim documents within Ninety days of The Oriental Insurance Company Limited

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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 **HospitalisationClaims**: 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 besubmitted.
- **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 not on renewals.
- 1. The insured will be allowed a free look period of 15 days from the date of receipt of the policy document to review the terms and conditions of the policy and to return the same if notacceptable
- 2. If the insured has not made any claim during the free look period, the insured shall be entitledto
- a. Arefundofthepremiumpaidlessanyexpensesincurredbytheinsureronmedicalexaminationoftheinsured persons and the stamp duty charges or;
- b. wheretheriskhasalreadycommencedandtheoptionofreturnofthepolicyisexercisedbythepolicyholder,a deduction towards the proportionate risk premium for period on coveror;

Whereonlyapartoftheinsurance coverage hascommenced, such proportionate risk premium commensurate with the risk covered during such period.

- **8. 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 islater
- 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 employmentabroad.
 - **9. FRAUD:** If any claim made by the insured person, is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the insured person or anyone acting on his/her behalf to obtain any benefit under this policy, all benefits under this policy shall be forfeited.

Any amount already paid against claims which are found fraudulent later under this policy shall be repaid by all person(s) named in the policy schedule, who shall be jointly and severally liable for such repayment.

For the purpose of this clause, the expression "fraud" means any of the following acts committed by the Insured Person or by his agent, with intent to deceive the insurer or to induce the insurer to issue an insurancePolicy:

- a) the suggestion as a fact of that which is not true and which the Insured Person does not believe to betrue;
- b) the active concealment of a fact by the Insured Person having knowledge or belief of thefact;
- c) any other act fitted to deceive; and
- d) any such act or omission as the law specially declares to befraudulent

The company shall not repudiate the policy on the ground of fraud, if the insured person / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such misstatement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the policyholder, if alive, or beneficiaries.

10. 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.

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11. RENEWAL OFPOLICY:

The policy shall ordinarily be renewable except on grounds of fraud, moral hazard, misrepresentation by the insured person.

- i. The Company shall endeavor to give notice for renewal. However, the company is not under obligation to give notice forrenewal.
- ii. Renewal shall not be denied on the ground that the insured had made a claim or claims in the preceding policyyears
- iii. Request for renewal along with requisite premium shall be received by the Company before the end of the PolicyPeriod.
- iv. At the end of the Policy Period, the policy shall terminate and can be renewed within the Grace Period to maintain continuity of benefits without Break in Policy. Coverage is not available during the graceperiod.
- v. No loading shall apply on renewals based on individual claims experience.

12. Withdrawal of Policy

- i. In the likelihood of this product being withdrawan in future, the Company will intimate the Insured person about the same 90 days prior to expiry of the policy.
- ii.Insured person will have the option to migrate to similar health insurance product available with the Company at the time of renewal with all the accrued continuity benefits such as cumulative bonus, waiver of waiting period. As per IRDAI guidelines, provided the policy has been maintained without a break.

15. MORATORIUM PERIOD

After completion of eight continuous years under this policy no look back to be applied. This period of eight years is called as moratorium period. The moratorium would be applicable for the sums insured of the first policy and subsequently completion of eight continuous years would be applicable from date of enhancement of sums insured only on the enhanced limits. After the expiry of Moratorium Period no health insurance claim shall be contestable except for proven fraud and permanent exclusions specified in the policy contract. The policies would however be subject to all limits, sub limits, co-payments, deductibles as per the policy contract.

- **16. CONDITION PRECEDENT TO ADMISSION OF LIABILITY:** The terms and conditions of the policy must be fulfilled by the insured person for the Company to make any payment for claim(s) arising under the policy.
- **17. POSSIBILITY OF REVISION OF TERMS OF THE POLICY INCLUDING THE PREMIUM RATES :** The Company, with prior approval of IRDAI, may revise or modify the terms of the policy including the premium rates. The insured person shall be notified three months before the changes are effected.

18. Nomination:

The policyholder is required at the inception of the policy to make a nomination for the purpose of payment of claims under the policy in the event of death of the policyholder. Any change of nomination shall be communicated to the company in writing and such change shall be effective only when an endorsement on the policy is made. For Claim settlement under reimbursement, the Company will pay the policyholder. Ill the event of death of the

policyholder, the Company will pay the nominee {as named in the Policy Schedule/Policy Certificate/Endorsement (if any)} and in case there is no subsisting nominee, to the legal heirs or legal representatives of the Policyholder whose discharge shall be treated as full and final discharge of its liability under the Policy.

19. MIGRATION: The insured person will have the option to migrate the policy to other health insurance products/plans offered by the Company by applying for migration of the policy atleast 30 days before the policy renewal date as per IRDAI guidelines on Migration. If such person is presently covered and has been continuously covered without any lapses under any health insuarnace product/plan offered by the Company, the insured person will get the accrued continuity benefits in waiting periods as per IRDAI guidelines on migration.

For Detailed Guidelines on Migration, kindly refer the link:https://www.irdai.gov.in/ADMINCMS/cms/whatsNew Layout.aspx?page=PageNo3987&flag=1

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20. Portability:

The Insured Person will have the option to port the Policy to other insurers by applying to such insurer to port the entire policy along with all the members of the family, if any, at least 45 days before, but not earlier than 60 days from the policy renewal date as per IRDAI guidelines related to portability. If such person is presently covered and has been continuously covered without any lapses under any healt insurance policy with an Indian General/Health insurer, the proposed insured person will get the accrued continuity benefits in waiting periods as per IRDAI guidelines on portability.

For Detailed Guidelines on Portability, kindly refer the link:

https://www.irdai.gov.in/ADMINCMS/cms/whatsNew_Layout.aspx?page=PageNo3987&flag=1

21. GRIEVANCE REDRESSAL:

In case of any grievance the insured person may contact the company through

Website: www.orientalinsurance.org.in
Toll free: 1800118485 Or 011- 33208485
E-mail: csd@orientalinsurance.co.in

Insured person may also approach the grievance cell at any of the company's branches with the d

details of grievance.

If Insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact

the grievance officer at:

Customer Service Department 4th Floor, Agarwal House

Asaf Ali Road, New Delhi-110002.

For updated details of grievance officer, kindly refer the link

 $\underline{https://orientalinsurance.org.in/documents/10182/7605007/List+of+Nodal+Officer+.pdf/992a7f9b-aef7-5cac-c613-ffc05d578a3e}$

Insurance Ombudsman –If Insured person is not satisfied with the redressal of grievance through above methods, the insured person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance. The contact details of the Insurance Ombudsman offices have been provided as Annexure-III & revised details of insurance ombudsman as and when amended as available in the website http://ecoi.co.in/ombudsman.html. Grievance may also be lodged at IRDAI Integrated Grievance Management System - https://igms.irda.gov.in/

22. Disclosure of Information: The policy shall be void and all premium paid thereon shall be forfeited to the Company in the event of misrepresentation, mis description or non-disclosure of any material fact by the policyholder.

(Explanation: "Material facts" for the purpose of this policy shall mean all relevant information sought by the company in the proposal form and other connected documents to enable it to take informed decision in the context of underwriting the risk).

- **23. IRDA REGULATION**: This Policy is subject to IRDAI (Protection of Policy holders' interest) Regulation, 2017 and IRDAI (Health Insurance) Regulations 2016 and Guidelines on Standardization in health insurance, as amended from time to time.
- **24. 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.

25. PREMIUMCHART

Policy duration	Premium (in INR) excluding Taxes
02 Years	282
03 Years	384