

IMPORTANT

Please make sure you read and fully understand this document before you travel from the Republic of India. Please read carefully the full details of the procedure for obtaining assistance and claims. Failure to follow the instructions given could result in rejection of the claim.

THE ORIENTAL INSURANCE COMPANY LIMITED

Regd. Office : 'ORIENTAL HOUSE' P.B. No.7037, A 25/27, Asaf Ali Road, New Delhi - 110 002.

OVERSEAS MEDICLAIM POLICY - EMPLOYMENT & STUDY

WHEREAS the Insured Person designated in the Identification and Schedule hereto having by a proposal and declaration (and Medical History and Physician's Report and Certificate, if any) which shall be the basis of the contract and shall be deemed to be incorporated therein, applied to Oriental Insurance Company Limited (hereinafter called the Insurers) for the insurance hereinafter set forth and having paid the premium for the insurance specified hereinafter for the period stated in the Identification and Schedule.

Now this policy provides as follows:

DEFINITIONS:

The following definitions apply throughout this insurance:

- 1.1 **Country of Posting or Study** means the country where the Insured Person is temporarily residing outside India, having been posted by their Indian Employer to work in that country or for the purpose of furthering his/her education or solely engaged in research projects.
- 1.2 **“Covered Injury”** means accidental bodily injury occurring to an Insured Person while insured under this Insurance, which is the direct and independent cause of the claim being made under this Insurance. The term “Covered Injury” does not include any injury (or complications arising from any injury), which existed or for which a Licensed Physician was consulted or for which treatment or medication was received prior to the effective date of this insurance.
- 1.3 **“Covered Sickness”** means sickness or disease contracted by an insured person which first reveals itself by symptoms while insured under this insurance. The term “Covered Sickness” does not include any sickness or disease (or complications arising from any sickness or disease), which had its origin or for which a Licensed Physician was consulted or for which treatment or medication was received prior to the effective date of this Insurance.
- 1.4 **“Pre-existing condition”** means any sickness / illness which existed prior to the effective date of this Insurance. Pre-existing condition also means any sickness or its symptoms, which existed prior to the effective date of this Insurance, whether or not the Insured Person had knowledge that the symptoms were related to the sickness. Complications arising from a pre-existing condition will be considered part of that pre-existing condition.
- 1.5 **“Licensed Physician”** means any person who is recognized by the laws of the jurisdiction in which the treatment is received and qualified to treat the injury or illness resulting in the expenses for which a claim is made except the following persons:-
 1. The Insured Person.
 2. A person who is a member of the Insured Person's Family.
 3. A person contacted by the Insured Person or his agents prior to the commencement date of this policy.
 4. Licensed or unlicensed acupuncturists, physicians employing herbal medicine, massage therapists, and the like.

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“You” or “Insured Person” means any eligible person. All such persons’ completed Proposal Forms and related documentation must be on file with Insurers and the Claims Administrator.

1.6 **“Covered Expenses”** will be the reasonable and customary fees, charges for unavoidable, necessary medical services, supplies and treatments authorized by a Licensed Physician and approved by the Claims Administrator incurred outside the Republic of India only (see Exclusion 5.9), subject to the conditions and exclusions of this Insurance. Expenses in respect of drugs and medication require written prescription of a physician and must be dispensed by a licensed Pharmacist.

1.7 **“Mental, Nervous, Emotional Disorder”** means neurosis, psychoneurosis, psychosis or mental or nervous disease or disorder of any kind.

1.8 **“Hospital”** means an institution which:

1. operates as a hospital pursuant to law for the care and treatment of sick or injured persons as inpatients.
2. provides 24 hour nursing service by registered nurses on duty or call.
3. has a staff of one or more licensed Physicians available at all times.
4. provides organized facilities for diagnosis, treatment and surgery; either:
 - (i) on its premises; or
 - (ii) in facilities available to it, on a pre-arranged basis; and
5. is not primarily a nursing, rest, convalescent home or similar establishment or any separate ward, wing or section of a hospital used as such.

1.9 **“Death”** means death within twelve calendar months from the date of the accident or illness.

1.10 **“Permanent Total Disablement”** means a condition wherein the insured person is permanently, totally and absolutely disabled from engaging in any employment or occupation of whatsoever description..

1.11 **“Claims Administrators”** means AMERICAN ASSIST TRAVEL SERVICES, 2893, EXECUTIVE PARK DRIVE, SUITE # 201, WESTON FLORIDA, 33331, USA who have been appointed by Insurers to administer claims. It is mutually agreed that the Claims Administrators may employ “Case Management” techniques where appropriate, to ensure control of claims costs.

2.0 PERIOD OF INSURANCE

2.1 (a) Effective Date of Insurance: The Insurance of an Insured Person will become effective on the later of:

- (i) Effective Time and Date of this Insurance for which premium has been paid;

Or

- (ii) the time and date the Insured Person departs from India to travel to the Country of Posting or Study, provided that the scheduled arrival in the Country of Posting or Study is no more than 48 hours later than the Insured Person’s departure from India. In the event that there is an unexpected delay to the flight, the 48 hour period will be extended until such time as the flight arrives in the Country of Posting or Study.

- 2.2 (b) Termination of Insurance: The Insurance of an Insured Person will terminate on the earliest of:
- (i) twelve months from the date the Policy commences
 - (ii) 12.01 A.M. of the Expiry Date of this Insurance for which premium has been paid;
 - (iii) the date the Insured Person ceases to meet the definition of “Insured Person” and the Rules of Eligibility;
 - (iv) Except as provided for under TERRITORIAL LIMITATION and Exclusions 5.9 the date the Insured Person arrives in India from the Country of Posting or Study, provided that the scheduled arrival in India is no more than 48 hours later than the Insured Person’s departure from the country of posting or study. In the event that there is an unexpected delay to the flight, the 48 hour period will be extended until such time as the flight arrives in India.

3.0 SCHEDULE OF INDEMNIFIED EXPENSES & BENEFIT

3.1 Section 1. Medical

Limited to maximum amount as specified in the schedule attached to this policy.

3.2 Sub Section A

Medical Accident and Sickness Expenses when as a result of a Covered Injury or Covered Sickness, an Insured Person incurs Covered Expenses (see “Definitions”) upon the recommendation and approval of a Licensed Physician endorsed by the Claims Administrator, the Insurers will pay the amount of the Covered Expenses actually incurred up to (a), (b), or (c) whichever first occurs:

- (a) The maximum dollar amount stated in the policy; or
- (b) 52 weeks after the onset of the Covered Injury or Covered Sickness; or
- (c) 12 weeks after the expiry date of the Insurance.

Coverage for mental, nervous and emotional disorders is limited to 30 days continuous in-hospital expenses only and this Insurance will be limited to only 50% of such expenses. Medical Evacuation from the Country of Posting or Study will terminate any further coverage under this Sub-section except as granted under Sub-section B below.

3.3 Sub Section B

Medical Evacuation Expenses when as a result of a Covered Injury or Covered Sickness, an Insured Person is hospitalized the Insurers will pay upon the recommendation and prior approval of the attending Licensed Physician and the Claims Administrator of this Insurance for the evacuation of the Insured Person to India. In the event that the Insured Person is evacuated to India the Insurers will pay Medical Accident and Sickness Expenses in India, as provided under Sub-Section A above and in addition but within the overall limit of US \$ 1,50,000 the reasonable and necessary Travel Expenses and Evacuation costs of the Insured Person’s spouse and children also under this policy and residing with him up to a limit of US \$10,000 any one family. To be a valid claim such expenses and costs must meet with the prior approval of the Claims Administrator.

3.4 Sub Section C

Repatriation (Preparation and Transportation of Remains) and Alternative Expenses:- In the event of the death of an Insured Person while insured under this Insurance, the Insurers will pay the actual expense incurred for preparation and transportation to India of the remains of the Insured Person (in accordance with the applicable international requirements) or Funeral Expenses incurred in the Country of Posting or Study if this alternative is deemed appropriate but not to exceed US \$ 10,000 in total. All Expenses must be approved by the Claims Administrator of this Insurance before the remains are prepared for transportation or Funeral.

3.5 Sub Section D

Medical Emergency Reunion Expenses up to US \$ 5,000 in all when as a result of a Covered Injury or Covered Sickness an Insured Person is hospitalized and it is agreed by all parties that the Insured Person should be medically Evacuated to India as soon as possible Insurer will pay upon the recommendation and prior approval of the Claims Administrator the following expenses detailed below incurred in respect of travel by the mother or father or guardian or spouse or adult child.

- a) The cost of an Economy Air Ticket for 1 person from India to the Airport serving the area where the Insured Person is hospitalized and return to India.
- b) Reasonable travel and accommodation expenses incurred in relation to the Emergency reunion.

Provided the Insured Person:-

- a) Is due to be Medically Evacuated under the terms of this policy within 5 days of the commencement of travel by the Relative who will return with the Insured Person to India.
- b) Is so seriously ill that postponement of the proposed Medical Evacuation is necessary but the Attending Licensed Physician recommends the presence of a relative, but the period of the Emergency Reunion not to exceed 10 days including Travel.

4.0 Section 2. Contingency Insurance (Applicable to Sponsored Students only)

4.1 In the event that it is mutually agreed the Insured Person is unable to continue to complete his course of studies in the Country of Study (the details of which are declared in the proposal form) due to Covered Injury or Covered Sickness first occurring in the Country of Study resulting in:-

- a) Death, or
- b) Loss of Entire Sight of either or both Eyes, or
- c) Permanent Total Disablement, and is Medically Evacuated under Section 1(B) above or a valid claim is payable under Section 1(C).

This insurance will pay by way of recompense a benefit to the Nominated Sponsor who has provided financial support to the Insured Person as regards the Insured Period of study Overseas and is declared in the proposal form, at a rate of US \$ 750 Capital Sum for each month of study completed during the Period of Insurance stated in the Schedule of Insurance hereto.

In the event that the Insured Person is unable to continue to complete his course of studies due to mental, nervous or emotional disorder the Benefit payable hereunder is limited to 25 % of the amount due. No benefit will be payable hereunder in the event that the Educationalist running the Insured Person's course of study considers that the Insured Person's performance on and his attitude to the studies were unsatisfactory.

5.0 EXCLUSIONS

- 5.1 No claim will be paid under Section 1(A), (D) & 2 in respect of any injury or sickness (or complication arising from any injury or sickness) which had its origins or for which a Licensed Physician was consulted or for which treatment or medication was received prior to the effective date of this Insurance.
- 5.2 No claim will be paid where, at the time of taking out this Insurance the Insured Person:
- (a) is on a waiting list for treatment;
 - (b) has travelled for the purpose of obtaining treatment;
 - (c) has received a terminal prognosis;
 - (d) has travelled to the Country of Posting or Study against the advice of a Physician;
 - (e) is over 60 years of age unless specifically endorsed hereon.
- 5.3 This insurance will not cover:
- (a) Any claim for temporomandibular joint dysfunction and dental treatment except when as the direct result of a Covered Injury. Benefits will be limited to \$ 100 per natural tooth subject to a maximum of \$ 500 per injury;
 - (b) Any claim in respect of the treatment of congenital conditions or the costs of cosmetic surgery except when necessitated by a Covered Injury to the Insured Person. Correction of deviated nasal septum will not be covered under this Insurance unless it results from an injury which occurred after the Insured Person became insured under this Insurance;
 - (c) Any claim arising from intentionally self-inflicted injury, suicide or attempted suicide, the influence of alcohol or intoxicants, the use of drugs except as prescribed by a Licensed Physician;
 - (d) Loss, damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power. Nor loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 - (e) Any claim arising from travelling in any aircraft other than as a fare paying passenger in an aircraft licensed for the transportation of passengers;
 - (f) Any claim in respect of examinations for, or prescriptions of eye glasses or hearing aids;
 - (g) Expenses not recommended and approved as necessary and reasonable by the attending Licensed Physician;

- (h) Any claim in respect of treatment by a chiropractor unless prescribed by a medical doctor (M.D.); in any event this insurance will not cover expenses incurred for outpatient treatment in connection with the detection or correction by manual or mechanical means of structural imbalance, distortion or subluxation in the human body for purposes of removing nerve interference as a result of or related to distortion, misalignment or subluxation of or in the vertebral column.
- (i) Any claim arising from participation in any sport which involves deliberate physical contact between the players. This exclusion shall also apply to competitive matches and games and training, and any claim arising from winter sports or mountaineering.
- (j) Expenses incurred as a result of diagnostic investigation or medical treatment in connection with infertility;
- (k) Any claim for Medical Expenses incurred in respect of week-end admissions except where due to an emergency;
- (l) Any claim for Diagnostic X-ray and laboratory examination including physical or other examination which do not relate to a medically diagnosed illness or injury.
- (m) Any claim for professional services rendered by a member of the Insured Person's family or any one who lives with the Insured Person.
- (n) Any claim for expenses in excess of usual reasonable and customary charges.
- (o) The deductible which applies to each and every Covered Injury or Covered Illness stated in the Schedule of Insurance hereto except where the Insured Person consults first with the Licensed Physician of the Campus, College, School or Employers/Sponsors Medical Centre when the deductible as stated is reduced by US \$ 100.

- 5.4 This insurance will not cover medical expenses resulting from a motor vehicle accident if such expenses are recoverable
- (a) under other valid and collectible Insurance, including a "No-Fault" automobile Insurance contract; or
 - (b) from parties who may be liable to provide indemnity or make contribution in respect thereto regardless of whether the Insured Person asserts his rights to obtain benefits from these sources.
- 5.5 This insurance will not cover pregnancy, including resulting childbirth, miscarriage, abortion or complication of any of these.
- 5.6 No section of this Policy shall apply in respect of, and this Policy does not cover, any claim arising directly or indirectly from any Injury, Illness, Death, Loss, Expense or other Liability attributable to HIV (Human Immunodeficiency Virus) and / or any HIV related illness including AIDS and / or any mutant derivatives or variations thereof however caused.
- 5.7 This Insurance will not cover expenses resulting from diagnosis or treatment of mental, nervous or emotional disorders, except while whilst conformed to hospital and then benefits are limited to 50% of Covered Expenses up to 30 continuous days hospitalization as an in-patient.

- 5.8 This Insurance will not cover any amount for which the Insured Person is entitled to benefits under a Workmen Compensation or Occupational Disease Law or any occupational benefit plan and/or other insurance or public assistance program (see General Conditions - Right of Subrogation)
- 5.9 This insurance will not cover any illness or accident or the cost of treatment for any illness or accident, occurring or incurred outside the Country of Posting or Study except in respect of Direct Journeys to and from and as set out in the Medical Evacuation Benefit (Sub-Section B) In the event that the Insured Person requires to return to India for holidays and / or family meetings for an uninterrupted period of less than 45 days, cover hereunder is extended to include such stay.
- 6.0 **GENERAL CONDITIONS:**
- 6.1 **CAMPUS COLLEGE SCHOOL OR EMPLOYERS / SPONSORS DOCTOR:**
- It is a condition of this insurance that if medical services are required the Insured Person consults first with the campus, college, school, or employers' doctor in which event the first \$50 of the deductible is waived.
- 6.2 **HOSPITALISATION AND MAJOR MEDICAL INCIDENCE:**
- It is a condition of this insurance that in the event of hospitalisation prior consultation will take place with the CLAIMS ADMINISTRATORS , except in life/or organ threatening situations in which case immediate notification and consultation is required. In addition all Out Patient treatment, where the cost of the complete course of treatment may exceed \$500/- in all, must similarly be the subject of immediate consultation with the Claims Administrators (see Clauses prior Consultation and Claims Condition)
- 6.3 **ELIGIBILITY:**
- This policy is valid only for Citizens of the Republic of India, who are temporarily residing in the Country of Posting or Study for the purpose of furthering their education or solely engaged in research projects and who are holders of an appropriate Student or are temporarily employed in a non manual role in the country of posting of study holding the appropriate Visa, having been posted to that Country by their Indian Employer. Unless specifically endorsed this policy is not valid if the Insured Person is a Citizen of the Country where posted or studying or has applied to become the same.
- 6.4 **ENTIRE CONTRACT:**
- This policy together with the completed proposal form constitutes the entire contract between the parties. In addition all statements declarations and warranties made by the Insured Person shall be deemed representations and material facts.
- 6.5 **VISA STATUS:**
- If at any time during the period of Insurance the Visa status of the Insured Person changes, the Insured Person must notify the Insurer or Claims Administrator in writing within 14 days. Any such change may render this Insurance void.
- 6.6 **NATURE OF COVERAGE:**
- This policy is not a general health insurance policy. It is intended only for the use of the Insured Person in the event of a sudden and unexpected sickness or accident arising when the Insured is eligible (as defined) for cover under the Insurance.

6.7 **PRE-EXISTING EXCLUSIONS:**

This policy is not designed to provide an indemnity in respect of Medical Services the need for which arises out of a pre-existing condition (as defined)

6.8 **PRONOUNS:**

All personal pronouns used in this Policy shall include either gender unless the context indicates otherwise.

6.9 **CO-OPERATION:**

The Insured Person and the licensed physician will co-operate fully with the Claims Administrator including full right of access to all related medical documentation, reports and evidence both in the Country of Posting or Study and India.

6.10 **CASE MANAGEMENT:**

It is mutually agreed that the claims administrator is empowered to utilize case management techniques where appropriate to control claims costs and specifically to address the option of medical evacuation to India.

6.11 **RIGHTS OF SUBROGATION:**

Insurers 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 further agrees to co-operate fully with the Insurer and provide such information and documentation as required by the Insurer 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.

6.12 **ASSIGNMENT:**

No assignment of benefits will be binding on the Insurer until copy of the assignment has been received by the Insurer or Claims Administrator. The insurer assumes no responsibility for the validity of the assignment. Any payment made in good faith will relieve the Insurer of its liability under the policy.

6.13 **DISPUTE RESOLUTION PROCEDURE:**

This contract of insurance includes the following dispute resolution procedure, which is exclusive and a material part of this contract of insurance.

6.14 **CHOICE OF LAW:**

The parties to this Insurance Policy expressly agree that the laws of the Republic of India shall govern the validity, construction, interpretation and effect of this policy.

6.15 **ARBITRATION:**

Any claim, controversy or dispute of any kind or nature arising out of or relating to this contract of insurance, or the breach thereof, or to the construction, existence, interpretation, meaning or validity thereof or to the operation of performance thereunder, involving any of the parties, or anyone claiming the rights of any party to this contract shall be settled by arbitration in the Republic of India in accordance with the provisions of the Indian Arbitration and Conciliation Act 1996 as amended from time to time and from the time being in force, and it is the intent and purpose of the Parties thereto, to make the submission to arbitration of any dispute or controversy arising out of this Policy of Insurance, as set forth herein above, an express condition precedent of any legal or equitable action or proceeding of any nature.

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7.0 **CONDITIONS:**

The conditions below apply throughout this Insurance. Failure to comply with them may be prejudicial to a claim.

- 7.1 The Insurers may require the Insured Person to furnish at his own expense all certificates, information, proofs or other evidence of claims. The Insurers may approach any physician who may have treated the Insured Person during the period of three years prior to the commencement of this Insurance, and the Insured Person must co-operate in this respect.
- 7.2 The legal representative of an Insured Person shall have the right to act for an Insured Person who is incapacitated or deceased.
- 7.3 This policy and the Identification and Schedule shall be read together as one contract and any wording or expression to which a specific meaning has been attached in any part of this policy or the Identification and Schedule shall bear such specific meaning wherever it may appear.

8.0 **CLAIM CONDITIONS:**

- 8.1 In the event that medical services are required the Insured Person shall where possible consult first within the campus, college, school or Employer's/ Sponsors' Doctor. In case of **Hospitalisation and out Patient treatment in excess of \$ 500** the Insured Person, his representative or the treating Licensed Physician will consult with the Claim Administrator prior to any medical services being purchased or delivered except in life threatening or organ threatening situations where the consultation must take place as soon as possible.

In any event written advice together with relevant notes, documentation etc. in respect of any claim under this Insurance must be given to the Claims Administrator within 30 days after the date of diagnosis with respect to a claim which may be covered by this Insurance.

- 8.2 Benefits payable under this Insurance will be paid directly to the Insured Person who sustains the loss. However, all or any part of the benefits payable under this Insurance in respect of hospital, dental, nursing, medical or surgical services may at the Insurers option unless such Insured Person requests otherwise in writing not later than when filing proof of loss , be paid directly to the hospital or individuals rendering the services. Any benefit unpaid at such Insured Person's death will be paid to such Insured Person's estate.

IN WITNESS WHEREOF the undersigned being duly authorised by and on behalf of the Company has / have hereunto set his/their hand/s.

Place:

For and on behalf of

Date:

THE ORIENTAL INSURANCE COMPANY LIMITED

Constituted Authority