

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-BUSINESS AND HOLIDAY

WHEREAS THE INSURED PERSON is designated in the Policy Schedule here to 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 The 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 number of days stated in the Policy Schedule.

Now this policy provides as follows:

DEFINITIONS :

The following definitions apply throughout this insurance :

INSURED PERSON, is that person named in the Overseas Mediclaim Policy Schedule, for whom the appropriate premium has been paid.

APRIL USA is APRIL USA ASSISTANCE, INC, who provide emergency assistance and claims administration services. Their address is 11900 BISCAYNE BLVD 600, MIAMI, FLORIDA 33181, USA

HERITAGE is Heritage Health Services Private Limited, who provides assistance to the insured person whilst in India. Their address is – Unit 28, Ground Floor, T.V. Industrial Estate, Hind Cycle Road (Behind Glaxo) Worli Mumbai. Email: heritagehealth@vsnl.net

MEDICAL ADVISORS are medical Practitioners appointed by 'APRIL USA' / 'Heritage'.

PHYSICIAN means a person legally qualified to practice in medicine or surgery including other legally qualified medical practitioner duly licensed by their respective jurisdiction which person is not a member of the insured person's family.

MEDICAL RELATED EXPENSES REASONABLY AND NECESSARILY INCURRED means expenses that in the opinion of the treating physician and APRIL USA are medically necessary in order to maintain life and/ or relieve immediate pain or distress for illness/disease accident first manifested/occurring during the period of insurance.

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.

LOSS OF EYE means the total and irrecoverable loss of sight from one or more eyes.

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LOSS OF LIMB means the loss of a hand or foot by permanent physical severance at or above the wrist or ankle including total and permanent loss of use of a hand or foot.

CHECKED BAGGAGE means the baggage handed over by the Insured Person and accepted by an International Airlines / carrier outside India for transportation in the same mode of conveyance as the Insured Person travels and for which the carrier has issued a baggage receipt.

VALUABLES means photographic, audio, computer, telecommunication and electrical equipment, telescopes, binoculars, spectacles, sunglasses antiques, watches, jewellery, furs and articles made of precious stones and metals.

PERIOD OF INSURANCE

This insurance is valid from the First Day of Insurance or date and time of departure from India, whichever is later, subject to General Condition [1 (i)] and expires on the last day of the number of days specified in the policy schedule or on return to India whichever is earlier.

Extension of the period of insurance is automatic for the period not exceeding 7 days, and without extra charge if necessitated by delay of public transport services beyond the control of the Insured Person.

When injury/illness/ accident covered under this policy is contracted during policy period and treatment for the same commences during the period and continues beyond the expiry date of this policy, only emergency expenses would be paid up to 45 days from the date of expiry of the policy provided the insured person is medically incapable of travel. 'APRIL USA' must be notified immediately as soon as it is known that insured person is unfit to return to India. If any new illness/injury/accident is contracted beyond the expiry date of the policy, treatment for the same would not be covered.

GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS

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

1. (i) The policy will be valid only if the insured journey commences within 14 days of the first day of Insurance as indicated in the policy schedule.
(ii) Cancellation of the policy may be done ONLY in cases where a journey is not undertaken and ONLY on production of the Insured person's PASSPORT as a proof that the journey has not been undertaken. Any request for cancellation will be entertained not less than 14 days after the First Day of Insurance as indicated in the policy schedule. Such cancellation will be subject to deduction of cancellation charges by the underwriters as applicable.
(iii) No refund of premium or part thereof will be allowed in case insured person returns to India before expiry of policy.
2. It is a condition precedent to liability hereunder that in the event of any occurrence likely to give rise to a claim under this Insurance, that the Insured Person, or his representative, must notify 'APRIL USA' immediately. The Insured person or his representative should quote 'APRIL USA' as much information concerning the illness, accident or occurrence as is available, including the name of the treating doctor, name and telephone number of the hospital, the OMP policy number and its date of issue.

For minor claims exceeding deductible, 'APRIL USA' / 'Heritage' should be contacted upon return to the Republic of India, and a claim form completed.

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This document, together with invoices, travel documents and any other relevant details must be sent to 'APRIL USA' / 'Heritage', clearly stating under which section of this policy a claim is being made. Please note that if medical treatment has been received, medical certificates showing the nature of the injury or illness together with all bills, and receipts if already paid, should be forwarded to 'APRIL USA' / 'Heritage'.

In no event should a claim be notified to 'APRIL USA' / 'Heritage' later than 31 days after the end of an insured trip.

3. 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 insurers in seeking such indemnity or contribution including where appropriate, insurers instituting proceedings at their own expense against such parties in the name of the Insured Person.
4. 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, and the Insured Person must co-operate in this respect.
5. No person shall admit liability or make any offer or promise of payment without the express written consent of the Insurers / APRIL USA.
6. The Insured Person shall take all reasonable and proper care to safeguard against accident or illness or loss of or damage to his property, as if this insurance was not in force. Failure to do so will prejudice the Insured Person's claim under this insurance.
7. The Insured Person may not transfer his interest in this insurance. However, the legal representatives of the Insured Person shall have the right to act for the Insured Person who is incapacitated or deceased.
8. This insurance does not operate beyond a period of 180 days continuous absence from the Republic of India unless specifically agreed by Insurers.
9. This policy and the Overseas Mediciclaim Policy 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 the Overseas Mediciclaim Policy and Schedule shall bear such specific meaning wherever it may appear.
10. **Dispute resolution clause and procedure :** This Contract of insurance includes the following dispute resolution procedure which is exclusive and a material part of this Contract of Insurance.
 - a. **Nature of coverage :** This policy is not a general health insurance policy. Coverage under the medical expense section of this insurance is intended for use by the Insured person in the event of a sudden and unexpected sickness or accident arising when the insured person is outside the Republic of India.
 - b. **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 below in General Condition 10 (c).
 - c. **Pre-existing condition :** Any sickness for which the Insured Person has sought medical advice or has taken medical treatment in the preceding 12 months prior to the commencement of travel.

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- d. **Prior Consultation** : Any medical services or series of services with a cost of greater than **US\$ 100** shall not be covered by this policy unless the Insured Person consults with 'APRIL USA' in the manner set out in the General Condition number 2.
 - e. **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.
11. **Arbitration** : Any claim, controversy or dispute of any kind or nature arising out of or relating to this Contract of Insurance or breach thereof or to the construction, existence , interpretation , meaning or validity thereof or to the operation or performance there under, involving any of the parties, or anyone claiming the rights of any party to this contract shall be 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 for the time being in force, and it is the intent and purpose of the parties hereto, to make the submission to arbitration or any dispute or controversy arising out of this condition precedent to any legal or equitable action or proceeding of any nature.
 12. Any claim under this policy that is fraudulent, or if fraudulent means are used to secure payment of benefits under this policy, then such action shall render this policy null and void and all claims hereunder shall be forfeited.
 13. No sum payable under this policy shall carry interest.
 14. In the event of the Insured Person's death, Insurers shall have the right to carry out a post mortem at their expenses.
 15. Any claim which has not been conclusively proven and the amount thereof substantiated shall not be payable.

GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

1. No claim will be paid where the Insured Person :
 - a. is travelling against the advice of a Physician: or
 - b. is receiving or on a waiting list for specified medical treatment declared in the Physician's report or certificate; or
 - c. is travelling for the purpose of obtaining treatment; or
 - d. has received a terminal prognosis for a medical condition.
2. No claim will be paid arising from suicide, attempted suicide or willfully self inflicted injury or illness, mental disorder, anxiety, stress or depression, venereal disease, alcoholism, drunkenness or the abuse of the drugs, or any loss arising directly or indirectly from any injury, illness, death, loss, expenses, or other liability attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variation thereof however caused.
3. No claim will be paid arising from the insured person taking part in Naval, Military or Airforce operations.
4. No claim will be paid arising from War, invasion, acts of foreign enemy, hostilities (Whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition of or destruction of or damage to property by or under the order of any government or local authority.

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5. This insurance does not cover any claim arising from the loss or destruction or damage to any property whatsoever or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from
 - a. ionising radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel; or
 - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
6. No claim will be paid which arises from the Insured person engaging in Air Travel unless he or she flies as a passenger on an aircraft properly licensed to carry passengers. For the purpose of this exclusion, Air Travel means being in or on, or boarding an aircraft for the purpose of flying therein or alighting therefrom following a flight.
7. No claim will be paid arising from the participation of the Insured person in winter sports, mountaineering (where ropes or guides are customarily used), riding or driving in races or rallies, caving or potholing, hunting or equestrian, skew diving or other underwater activity, rafting or canoeing involving white water rapids, yachting or boating outside coastal waters (2 miles). Further no claim will be paid in case Insured Person participates in professional sports or any other hazardous sports, unless specifically covered as an extension of the policy.
8. No claim will be paid for losses arising from accidents on two wheeled motorised vehicles unless at the time of the accident the driver is dully qualified, is in possession of a current full International driving license and the insured person is wearing a safety crash helmet, or losses arising from accidents on two wheeled motorised vehicles over 50 cc.
9. No claims will be paid for losses arising directly or indirectly from manual work or hazardous occupation, self exposure to needless peril (except in an attempt to save human life), or if engaging in any criminal or illegal act.

SECTION A – MEDICAL EXPENSES AND REPATRIATION

Nature of coverage : This policy is not a general health insurance policy. Coverage under the medical expense section of this insurance is intended for use by the Insured person in the event of a sudden and unexpected sickness or accident arising when the insured person is outside the Republic of India.

This insurance will pay up to the limit of cover shown in the Schedule in total for the Insured person in respect of covered medical related expenses mentioned below, reasonably and necessarily incurred outside the Republic of India by the Insured Person suffering bodily injury, sickness, disease or death during the period of Insurance.

Notwithstanding the above, if 'APRIL USA' recommends that continued treatment in India is appropriate, the policy is extended to cover medical expenses incurred in India as specified in covered expenses described below, provided that expenses will only be paid at the usual and customary level for such services, and further provided that expenses will only be paid for treatment incurred within the 90 day period immediately following the first manifestation of the bodily injury, sickness or disease.

Covered expenses :

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The following are payable only if the expenses relate to covered sickness / injury / disease or death.

1. Expenses for physician services, hospital and medical services and local emergency medical transportation.
2. Up to US \$ 225 per occurrence for dental services for the immediate relief of dental pain only. However, dental care rendered necessary as a result of a covered accident shall be subject to the limit of cover and deductible stated in the policy schedule.
3. Expenses for physician ordered emergency medical evacuation, including medically appropriate transportation and necessary medical care en route, to the nearest suitable hospital when the Insured Person is critically ill or injured and no suitable local care is available, subject to the prior approval of the Medical Advisors. In extreme emergency in remote areas where APRIL USA cannot be contacted, the medical evacuation must be reported to the first available physician and the nearest Indian Consulate.
4. Expenses for medical evacuation, including transportation and medical care en route to a hospital in the Republic of India or the Insured Person's normal place of residence in the Republic of India when deemed medically advisable by the Medical Advisors and the attending physician.
5. If the Insured Person dies outside the Republic of India, the expenses for preparing the air transportation of the remains for repatriation to the Republic of India or up to an equivalent amount for a local burial or cremation in the country where the death occurred. All expenses must be approved by APRIL USA before the remains are prepared for transportation to the Republic of India or for local burial or cremation.

SPECIFIC CONDITIONS - (applicable to Section – A Medical expenses and Repatriation)

1. Medical, dental and transportation related claims will not be paid except at the usual customary and reasonable level of charges for such services;
2. All medical evacuation or transportation of remains must be approved in advance by 'APRIL USA' and their Medical Advisors.
3. No claim will be paid in respect of expenses for treatment which could reasonably be delayed until the Insured Person's return to Republic of India. The question of what can or what cannot be reasonably delayed will be decided jointly by the treating physician and the Medical Advisors.
4. No claim will be paid that is less than the deductible stated in the Schedule. The deductible shall apply to each insured event and shall be borne by the Insured Person.
5. No claim in respect of cosmetic surgery will be paid, unless such cosmetic surgery is rendered necessary as a result of a covered accident.
6. No claims will be paid in respect of routine physical examination or any other examination where there is no objective indication of impairment of normal health.
7. No claim will be paid in respect of medical treatment and related services obtained within the Republic of India except as stated.
8. The insurance will not cover pregnancy of the Insured Person including resulting childbirth, miscarriage, abortion or complication of any of these.
9. Restricted Cover: In the event that the proposer is unable to present himself or herself for medical examination where called for by the Insurer, the limit of indemnity under this

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insurance is reduced to US \$ 10,000 in respect of and limited to the expenses for physician services, hospital physician and medical services and local emergency transportation and for repatriation of remains. Such limit applies to medical expenses incurred through covered illness or disease only.

SECTION B – PERSONAL ACCIDENT

This insurance will pay as hereinafter mentioned :

1. If at any time during the covered trip, the insured person shall sustain any bodily injury resulting solely and directly from accident caused by external, violent and visible means, then the insured person or his legal personal representative (s), as the case may be, will be paid, the capital Sum Insured mentioned against Personal Accident in the Schedule of this policy, if such injury shall within twelve calendar months of occurrence be the sole and direct cause of :
 - i) death of the insured person
 - ii) permanent Total Disablement (as defined in the policy) of the insured person
 - iii) total and irrecoverable loss of both eyes or two limbs or of one eye and one limb

Provided always that the policy will not pay under more than one of the foregoing sub clauses in respect of the same accident.

No claim will be paid for:

1. More than US \$ 2,000 in respect of death if the insured person's age is under 16 years; to be calculated at the time of affecting this insurance.
2. Any claim in excess of the amount stated in the Schedule in respect of any one Insured Person.

SECTION C-LOSS OF CHECKED BAGGAGE

This insurance will pay up to the limit of cover shown in the Schedule in the event of the Insured Person suffering total loss of Checked Baggage, as defined. The insurers reserve the right to replace or pay the intrinsic value of any lost article.

Specific Conditions:

1. The amount payable in respect of any one article, pair or set is limited to the amount stated in the Schedule.
2. In the event of loss of property whilst in the custody of a carrier, a Property Irregularity Report (PIR) must be obtained from the carrier immediately upon discovering the loss which must be submitted to 'APRIL USA' in the event of a claim hereunder.
3. No partial loss or damage shall become payable. However, total loss or damage of an individual unit (s) of baggage shall not be construed as falling within this exclusion.
4. No claim will be paid for items valued in excess of US \$ 100 without proof of ownership. Such proof shall be presented to APRIL USA in the event of a claim hereunder.
5. No claim will be paid for Valuables as defined. Such items should at all times be carried by the Insured Person and not packed as part of checked baggage.
6. Any recovery from a carrier or an airline including under the terms of the Warsaw Convention, shall become the property of insurers.

SECTION D – DELAY OF CHECKED BAGGAGE

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This insurance will pay up to the limit of cover shown in the Schedule for necessary emergency purchase of replacement items in the event that the Insured Person suffers a delay of more than 12 hours from the scheduled arrival time at the destination for delivery of Baggage that has been checked by an International Airline for an International outbound flight from the Republic of India.

Specific Conditions :

1. A non-delivery certificate must be obtained immediately from the airline which must be submitted to 'APRIL USA' in the event of a claim hereunder.
2. Proof of purchase must be provided for all items reimbursed under this section.
3. Any payment under section D shall be offset against any claim ultimately payable under section C.

SECTION E – LOSS OF PASSPORT

In the event of the Insured Person losing his/her Passport during the trip covered, this insurance will pay up to the limit of cover shown in the Schedule for the reimbursement of actual expenses necessarily and reasonably incurred by the Insured Person in connection with obtaining emergency travel documents in lieu of lost passport, outside India.

No claim will be paid that is less than the deductible stated in the Schedule. The deductible shall apply to each insured event and shall be borne by the Insured person.

No claims shall be paid for :

1. Loss or damage to passport due to delay or from confiscation or detention by customs, police or other authority.
2. Theft which is not reported to any appropriate police authority within 24 hours of discovery and an official report obtained.
3. Loss or theft of passport left unattended by the Insured Person unless located in a locked hotel room or apartment and an appropriate sized safety deposit box was not available for use by the Insured Person.

SECTION F – PERSONAL LIABILITY

This insurance will pay up to the limit of cover shown in the Schedule if the Insured Person in his or her private capacity becomes legally liable to pay for accidental bodily injury to Third Parties or accidental damage to Third Party Properties, arising from an incident during the covered trip.

Specific Conditions :

1. No claims will be paid that is less than the deductible stated in the Schedule. The deductible shall apply to each insured event and shall be borne by the Insured Person. However, the deductible shall only apply to claims in respect of Third Party Property Damage.
2. No claims shall be paid arising from Employers or Contractual Liability.
3. No claims shall be paid arising from liability to any members of the Insured Person's family, travelling companion, friend or colleague.
4. No claims shall be paid for any liability arising directly or indirectly from or due to:
 - a. animals belonging to the Insured Person or in their care, custody or control :

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- b. any willful, malicious or unlawful act;
- c. pursuit of a trade, business or profession, employment or occupation;
- d. ownership, possession or use of vehicles, aircraft, watercraft, parachuting, handgliding, hot air ballooning or use of firearms;
- e. legal costs of any proceedings that result from any criminal or illegal act;
- f. insanity, the use of any alcohol, drugs, (except as medically prescribed) or drug addiction;
- g. the supply of goods or services;
- h. any form of ownership or occupation of land or building (other than occupation only of any temporary residence.)

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

Place:

Date:

For and on behalf of
The Oriental Insurance Company Limited
Duly Constituted Authority