

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.

Overseas Medclaim Insurance Policy for Employment & Studies

1 Recital clause

Whereas the Insured person designated in the Schedule hereto has by a Proposal and declaration dated as stated in the Schedule which shall be the basis of this Contract and is deemed to be incorporated herein has applied to National Insurance Company Ltd. (hereinafter called the Company) for the Insurance hereinafter set forth in respect of insured person(s) named in the Schedule hereto (hereinafter called, the insured person) and has paid premium as consideration for such insurance for the period stated in the schedule.

2 Definition

- 2.1 **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.
- 2.2 **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 physician.
- 2.3 **Illness** means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment.
- 2.4 **Pre-Existing Disease** means any condition, ailment or injury or related condition(s) for which you had signs or symptoms, and / or were diagnosed, and / or received medical advice / treatment within 48 months to prior to the first policy issued by the insurer.
- 2.5 **“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.
- 2.6 **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.
- 2.7 **Medically necessary** means any treatment, tests, medication, or stay in hospital or part of a stay in hospital which
- i. is required for the medical management of the illness or injury suffered by the insured;
 - ii. must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
 - iii. must have been prescribed by a physician;
 - iv. must conform to the professional standards widely accepted in international medical practice
- 2.8 **Mental, Nervous, Emotional Disorder** means neurosis, psychoneurosis, psychosis or mental or nervous disease or disorder of any kind.
- 2.9 **Hospital** means any institution established for in-patient care and day care treatment of illness and / or injuries and which has been registered as a hospital with the local authorities, wherever applicable, and is under the supervision of a registered and qualified physician AND must comply with all minimum criteria as under:
- i. has inpatient beds;
 - ii. has qualified nursing staff under its employment round the clock;

- iii. has qualified physician (s) in charge round the clock;
- iv. has a fully equipped operation theatre of its own where surgical procedures are carried out
- v. maintains daily records of patients and will make these accessible to the Insurance Company's authorized personnel.

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

2.11 **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..

2.12 **TPA** means any entity, engaged, for a fee by the company for the purpose of providing health services. It is mutually agreed that the TPA may employ "Case Management" techniques where appropriate, to ensure control of claims costs.

2.13 **Period of insurance** means the period between Effective Date of Insurance and Termination of Insurance, as mentioned in the schedule

2.13.1 **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.

2.13.2 **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 Coverage

3.1 Section 1. Medical

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

3.1.1 Sub Section A

Medical Accident and Illness Expenses when as a result of a Injury or illness, an Insured Person incurs Expenses upon the recommendation and approval of a physician endorsed by the Claims Administrator, the Insurers will pay the amount of the Expenses actually incurred up to (a), (b), or (c) whichever first occurs:

- i. The maximum dollar amount stated in the policy; or
- ii. 52 weeks after the onset of the Injury or illness; or
- iii. 12 weeks after the expiry date of the Insurance.

Specific conditions applicable to Sub Section – A

1 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.

3.1.2 Sub Section B

Medical Evacuation Expenses when as a result of a Injury or illness, an Insured Person is hospitalized the Insurers will pay upon the recommendation and prior approval of the attending 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 illness 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 insured 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.

3.1.3 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.

3.1.4 Sub Section D

Medical Emergency Reunion Expenses up to US \$ 5,000 in all when as a result of a Injury or Illness 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 i.r.o. travel by the mother or father or guardian or spouse or adult child.

- i. 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.
- ii. Reasonable travel and accommodation expenses incurred in relation to the Emergency reunion.

Provided the Insured Person:-

- i. 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.
- ii. Is so seriously ill that postponement of the proposed Medical Evacuation is necessary but the Attending physician recommends the presence of a relative, but the period of the Emergency Reunion not to exceed 10 days including Travel.

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

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 Injury or illness 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.

4 Exclusions

4.1 No claim will be paid under Section 1(A), (D) & 2 in respect of any pre existing illness or injury (or complication arising from any injury or illness) which had its origins or for which a physician was consulted or for which treatment or medication was received prior to the effective date of this Insurance.

4.2 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.

4.3 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 an 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 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 physician;
- h) Any claim in respect of treatment by a chiropractor unless prescribed by a medical physician(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 Injury or Covered Illness stated in the Schedule of Insurance hereto except where the Insured Person consults first with the physician of the Campus, College, School or Employers/Sponsors Medical Centre when the deductible as stated is reduced by US \$ 100.

4.4 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.

4.5 This insurance will not cover pregnancy, including resulting childbirth, miscarriage, abortion or complication of any of these.

4.6 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.

4.7 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 Expenses up to 30 continuous days hospitalization as an in-patient.

4.8 This Insurance will not cover any amount for which the Insured Person is entitled to benefits under a Workmen's compensation or Occupational Disease Law or any occupational benefit plan and/or other insurance or public assistance program (see General Conditions – Right of Subrogation)

4.9 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.

5 Conditions

5.1 Campus college school or employers / sponsors physician

It is a condition of this insurance that if medical services are required the Insured Person consult first with the campus, college, school, or employers physician in which event the first \$50 of the deductible is waived.

5.2 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 TPA, 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 TPA (see Clauses prior Consultation and Claims Condition)

5.3 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.

5.4 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.

5.5 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.

5.6 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 illness or accident arising when the Insured is eligible (as defined) for cover under the Insurance.

5.7 Pronouns

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

5.8 Co-operation

The Insured Person and the 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.

5.9 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.

5.10 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.

5.11 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.

5.12 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.

5.13 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.

5.14 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.

5.15 The legal representative/ nominee of an Insured Person shall have the right to act for an Insured Person who is incapacitated or deceased.

5.16 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.

5.17 Claims conditions

5.17.1 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' physician. In case of Hospitalisation and out Patient treatment in excess of \$ 500 the Insured Person, his representative or the treating 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.

5.17.2 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.

5.17.3 Claim Settlement

- i. On receipt of the final document(s) or investigation report (if any), as the case may be, the company shall within a period of 30 days offer a settlement of the claim to the insured person.
- ii. If the company, for any reasons, decides to reject a claim under the policy, shall communicate to the insured person in writing and within a period of 30 days from the receipt of the final document(s) or investigation report (if any), as the case may be.
- iii. Upon acceptance of an offer of settlement as stated above by the insured person, the payment of the amount due shall be made within 7 days from the date of acceptance of the offer by the company.
- iv. In the cases of delay in the payment, the company shall pay interest at a rate which is 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed.

5.17.4 Claim documents

Documents to be submitted in case of a claim irrespective of the section of the policy within the prescribed time limit.

- i. Covering letter detailing the circumstances of claim and claimed amount.
- ii. Duly filled and signed claim form.
- iii. Original policy schedule duly signed by the insured or his representative.
- iv. Copy of air ticket or E-ticket & Passport Copies. (Front, Back, immigration stamp copies & Visa Copies)
- v. Any other document required by the company

Additional documents to be submitted for specific sections of the policy.

Section 1 Sub Section A

- i. Consultation notes/ Treating physicians' notes detailing the complaint and treatment and past medical history.
- ii. Investigation reports or Lab reports (If Applicable)
- iii. In case of Hospitalization, Admission notes, investigation reports & lab reports, discharge summary.
- iv. Bills and Receipts of expenses incurred towards the treatment.
- v. Referral notes from physician for any investigation of treatment.

Section 1 Sub Section B

- i. Consultation notes/ Treating physicians' notes detailing the complaint and treatment and past medical history.
- ii. Investigation reports or Lab reports (If Applicable)
- iii. In case of Hospitalization, Admission notes, investigation reports & lab reports, discharge summary.
- iv. Bills and Receipts of expenses incurred towards the treatment.
- v. Referral notes from physician for any investigation of treatment.

Section 1 Sub Section C

- i. Medical/ Investigation/ Lab reports (x-ray etc.)
- ii. Admission/ discharge card, if hospitalized, Original Death Certificate

- iii. Original/ Attested Post Mortem/ Coroner's report
- iv. Police Inquest report, where applicable

Section 1 Sub Section D

- i. Consultation notes/ Treating physicians' notes detailing the complaint and treatment and past medical history.
- ii. Investigation reports or Lab reports(If Applicable)
- iii. In case of Hospitalization, Admission notes, investigation reports & lab reports, discharge summary.
- iv. Bills and Receipts of expenses incurred towards air tickets, local travel, accommodation.
- v. Referral notes from physicianfor any investigation of treatment

Section 2

- i. Original University invoice mentioning the fees paid for the bounced terms and booking of new terms.
- ii. Original receipt of payments made to the University.

5.18 Fraud

The company shall not be liable to make any payment under the policy in respect of any claim if such claim be in any manner fraudulent or supported by any fraudulent means or device whether by the insured person or by any other person acting on his behalf.

5.19 Territorial jurisdiction

All disputes or differences under or in relation to the policy shall be determined by the Indian court and according to Indian law.

5.20 Withdrawal of Product

In case the policy is withdrawn in future, the company will provide the option to the insured person to switch over to a similar policy at terms and premium applicable to the new policy.

5.21 Revision of terms of the policy

The company, in future, may revise or modify the terms of the policy including the premium rates based on experience. The insured person will be notified three months before the changes are affected.

6 Redressal of grievance

In case of any grievance relating to servicing of the policy, the insured person may submit in writing to the policy issuing office or regional office for redressal. If the grievance remains unaddressed, insured person may contact Customer Relationship Management Dept., National Insurance Company Limited, Chhabildas towers, 6A, Middleton Street, Kolkata - 700071.

If the insured person is not satisfied, the grievance may be referred to "Health Insurance Management Dept.", National Insurance Company Limited, 3 Middleton Street, Kolkata - 700071.

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

Place:

Date:

For and on behalf of
NATIONAL INSURANCE COMPANY LIMITED

Constituted Authority

IMPORTANT NOTICE

In case of situations requiring assistance, please contact the following TPA:-

<p>April - Paris</p> <p>April International Assistance 110, Avenue de la république 75011 Paris, France.</p> <p>Tel : +33 (1) 41 61 23 07</p>	<p>April - Miami</p> <p>April USA Assistance, Inc. 11900 Biscayne Blvd # 600, Miami, Florida 33181 USA</p> <p>Tel : +1 305 698 7757 +1 305 357 2100 Toll Free : Within US and Canada</p>	<p>Heritage – Mumbai</p> <p>Heritage Health Services Pvt. Ltd.</p> <p>1102, Raheja Chambers, 213, Free Press Journal Road, Nariman Point, Mumbai - 400 025, India.</p> <p>Tel : +91 22 66547965, 7960, 7961</p>
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<p>+33 (1) 41 61 23 00 Toll Free : From within Europe – + 800 41 41 44 44 Fax : +33 (1) 44 51 1693 Email : ops@coris.fr</p> <p>[Jurisdiction: Continental Europe, UK & Ireland, Africa, Pakistan]</p>	<p>+1 877 536 7264 +1 800 358 9105</p> <p>Fax : +1 305 698 0176 +1 305 891 7840 Email : assistance@corisamerica.com</p> <p>[Jurisdiction : North, Central & South America]</p>	<p>Fax : +91 22 6654 6812 Email : heritagehealth@vsnl.net</p> <p>[Jurisdiction: South & South East Asia, Middle East, Australia & New Zealand]</p>
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