

Registered Office: Reliance Center, 19, Walchand Hirachand Marg, Ballard Estate, Mumbai 400 001

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RGICL/HL-08/Form 3

#### **RELIANCE PRAVASI BHARATIYA YOJANA POLICY**

Reliance General Insurance Company Limited having its Registered Office at Reliance Center, 19, Walchand Hirachand Marg, Ballard Estate, Mumbai 400 001 do hereby agree to pay to the Insured Person as described in the Schedule hereto, or the nominee(s)/legal representative(s), as the case may be, in consideration of the premium paid by the Insured Person as stated in the Schedule, in respect of any of the perils insured against during the period of the Policy as stated therein, and subject to the terms conditions and exclusions of the RELIANCE PRAVASI BHARATIYA YOJANA POLICY with respect to various Sections of the Policy as specified in the Schedule and to the terms, conditions and exclusions under individual Sections of the Policy as contained herein, such amount as is payable hereunder.

## **SECTION - I: PERSONAL ACCIDENT BENEFITS**

If at any time during currency of the Policy as stated in the Schedule hereto, and whilst stay abroad, the Insured Person shall sustain any bodily injury resulting, solely and directly, from accident caused by violent, external and visible means, then the Company shall pay to the Insured Person or his nominee(s)/legal representative (s), as the case may be, the sum or sums hereinafter set forth, that is to say:

- a) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the death of the Insured Person, the Sum Insured of Rs. 10 lacs.
- b) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of:
  - (i) Sight of both eyes, or of the actual loss by physical separation of two entire hands or two entire feet, or of one entire hand and one entire foot, or of such loss of sight of one eye and such loss of one entire hand or one entire foot, the Sum Insured of Rs. 10 lacs.
  - (ii) Use of two hands or of two feet, or of one hand or one foot, or of such loss of sight of one eye and such loss of use of one hand or one foot, the Sum Insured of Rs. 10 lacs.
- c) If such injury shall, as a direct consequence thereof, immediately, permanently, totally disable the Insured Person from engaging in any employment or occupation of any description whatsoever, the Sum Insured of Rs. 10 lacs.

NOTE:- For the purpose of Clause (b) above, physical separation of a hand means separation at or above the wrist and of the foot at or above the ankle.



#### SPECIAL ADD ON BENEFIT

#### **FAMILY COVER**

The family of the Insured Person in India consisting of spouse and two dependent children upto 21 years of age shall be entitled to hospitalisation benefit cover for an amount not exceeding Rs. 50,000/- in all, in the event of death or permanent total disability of the Insured Person abroad. Maternity benefit shall, however, not be available under this extended cover to the Insured Person's spouse.

#### **SPECIAL EXCEPTIONS**

Provided always that:

The Company shall not be liable under this Section of the Policy for:

- a) Any payment in case of more than one claim under the Policy during any one period of insurance by which the maximum liability of the Company in that period would exceed the Sum Insured under the Policy.
- b) Payment of compensation in respect of death or disablement of the Insured Person (i) from intentional self-injury, suicide or attempted suicide, (ii) whilst under the influence of intoxicating liquor or drugs, (iii) whilst engaging in Aviation or Ballooning whilst mounting into, dismounting from or traveling in any balloon or aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft any where in the world, (iv) directly or indirectly caused by venereal diseases, Aids or insanity, (v) arising or resulting from the Insured Person committing any breach of law.

Standard type of Aircraft means any aircraft duly licensed to carry passengers (for hire or otherwise) by appropriate authority irrespective of whether such an aircraft is privately owned OR chartered OR operated by a regular airline OR whether such an aircraft has a single engine or multi engines.

- c) Payment of compensation in respect of death, injury or disablement of the Insured Person due to or arising out of or traceable to War, Invasion, Act of foreign enemy, Hostilities (Whether war be declared or not), threat of war or civil strife in the country of employment and / or in the neighboring country/ region, Civil War, Rebellion, Revolution, Insurrection, Mutiny, Military or Usurped Power, Seizure, Capture, Arrests, Restraints and Detainments by kings, princes and people of whatever nation, condition or nature.
- d) Payment of compensation in respect of death of, or bodily injury or any disease or illness to the Insured Person:
  - (i) directly or indirectly caused by or contributed to by or arising from ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception, combustion shall include any self-sustaining process of nuclear fission.



- (ii) directly or indirectly caused by or contributed to by or arising from nuclear weapon material. PROVIDED also that due observance and fulfillment of the terms and conditions of this Policy (which conditions and all endorsements thereon are to be read as part of this Policy) shall so far as they relate to any thing to be done or not to be done by the Insured Person be a condition precedent to any liability of the Company under this Policy.
- e) Payment of compensation in respect of death or disablement resulting directly or indirectly caused by contributed to or aggravated or prolonged by childbirth or from pregnancy or in consequence thereof.

## SECTION - II:

A) REIMBURSEMENT OF REPATRIATION / TRANSPORT EXPENSES ON ACCOUNT OF DEATH/
PERMANENT TOTAL DISABILITY / TERMINATION OF CONTRACT ON ACCOUNT OF
CONTRACTING MAJOR AILMENTS.

## Scope of Cover:

In the event of accidental death of the Insured Person whilst abroad actual expenses incurred for repatriation of the dead body and the actual one way economy class airfare of one attendant.

If the contract of employment is terminated by the foreign employer within the Policy period, due to the Insured Person falling sick or being declared medically unfit to commence or continue or resume working, whilst abroad the transportation charges equivalent to the actual one-way economy class airfare to India and the actual one way economy class airfare of one attendant shall be reimbursed provided the grounds for repatriation are certified by the concerned Indian Mission / Post and the Air-tickets are submitted in original.

## **OTHER CONDITIONS**

- a) The repatriation charges/transportation expenses incurred on termination of service contract due to sickness or on being declared medically unfit to commence or continue or resume working will be considered only when a medical practitioner has diagnosed such disease and treatment is recommended in India.
- b) Cost of airfare of attendant will be considered only if the Insured Person is declared in writing by a medical practitioner to be medically and physically unfit to travel alone.
- c) Expenses for airfare of the Insured Person / attendant, as the case may be, will be reimbursed only in economy class to any airport in India nearest to the place of residence of the Insured Person as mentioned in the proposal form by the shortest route.
- d) The claim for reimbursement for the Insured Person and the attendant shall be filed within 90 days of completion of journey.



# (B) REIMBURSEMENT OF REPATRIATION / TRANSPORT EXPENSES DUE TO TERMINATION OF CONTRACT OF EMPLOYMENT IN CERTAIN OTHER CASES.

On arrival of the Insured Person at his work place or destination abroad, if he/she is not received by the employer or if there is any substantive change in the job/Employment Contract /agreement to the disadvantage of the Insured Person, or if the employment is prematurely terminated within Policy period for no fault of the Insured Person, the Company shall reimburse one way economy class airfare provided the grounds for repatriation are certified by the concerned Indian Mission/Post and the air-tickets are submitted in original.

#### SPECIAL EXCEPTIONS

The Company shall not be liable to make any payment under this Section if the repatriation of the Insured Person is on account of –

- a) violation of any law, fraud, or any breach of employment conditions;
- such repatriation becomes necessary due to any amendment or change in the existing laws of the country of employment, or proclamation by Government Order that all workers of foreign origin are being deported;
- c) the employment is obtained through fake or forged documents, work permit or improper entry visa:
- the entry into the country has been made without completing legal formalities for whatsoever reason;
- e) no attempt being made by the Insured Person to contact his employer on arrival if the Insured Person is not received at such time;
- f) the entry into the country has been refused on medical grounds;
- g) short term contracts i.e contracts for the period of less than 3 months.

#### **GENERAL EXCEPTIONS**

# PROVIDED ALWAYS THAT:

The Company shall not be liable under this Policy for:

a) Any repatriation charges / deportation expenses necessitated by termination of contract of the Insured Person if such expenses are to be borne by the employer as per employment contract.



- b) Any repatriation charges / transportation expenses necessitated by termination of contract of the Insured Person and consequent deportation on account of misconduct, commission of any criminal offences, etc.
- c) Clauses (a) to (e) of the Special Exceptions under Section I shall apply *mutates mutandis* to this Section to the extent applicable.

SECTION III: HOSPITALISATION COVER

## Scope of Cover:

If at any time during currency of this Policy, the Insured Person whilst stay abroad shall contract any disease or suffer from any illness or sustain any bodily injury through accident and if such disease, illness or injury shall require any such Insured Person, upon the advice of a duly qualified medical practitioner or duly qualified surgeon to incur hospitalisation expenses for medical/ surgical treatment at any Nursing Home/Hospital whether in India or in the country of his employment, as an inpatient, the Company will pay to the Insured Person/ his nominee(s)/ legal representative(s) as the case may be, the amount of such expenses as are reasonably and necessarily incurred in India in respect thereof by or behalf of such person upto a maximum of Rs. 75,000/-. The Policy provides for cashless hospitalisation in India to the Insured Person.

# **Definitions**

- 1. Hospital/ Nursing Home means any institution in India established for indoor care and treatment of sickness and injuries and which either has been registered either as a Hospital or Nursing Home with the local authorities and is under the supervision of a registered and qualified Medical Practitioner or complies with minimum criteria as under:
  - i. has at least 15 in-patients beds. In case of non-metro towns condition of maximum number of beds would be 10;
  - ii. has a fully equipped operation theatre of its own where surgical operations are carried out;
  - iii. has qualified Nursing Staff under its employment round the clock;
  - iv. has qualified Doctor(s) in charge round the clock.

In case of Hospital /Nursing Home abroad, the same shall be registered under the respective laws of the country.

- 2. The term "Hospital/Nursing Home" shall not include an establishment which is a place of rest, a place for the aged, a place for drug-addicts or a place for alcoholics, a hotel or a similar place.
- 3. Expenses on Hospitalisation for minimum period of 24 hours are admissible. However, this time limit will not apply for specific treatments i.e. Dialysis, Chemotherapy, Radiotherapy, Eye Surgery,



Dental Surgery, Lithotripsy (Kidney stone removal), Tonsillectomy D&C taken in the Hospital/Nursing Home and the Insured Person is discharged on the same day, the treatment will be considered to be taken under Hospitalisation Benefit. Further this condition will also not apply in case of stay in Hospital of less than 24 hours under any of the following circumstances:

- a)The treatment is such that it necessitates hospitalisation and the procedure involves specialized infrastructure facilities available in hospitals
- b)Due to technological advances hospitalisation is required for less than 24 hours only.

# **Special Exclusions**

The Company shall not be liable to make any payment under this Section in respect of any expenses whatsoever incurred by any Insured Person in connection with or in respect of: -

- a) During the first year of the operation of insurance cover, the expenses on treatment of diseases such as Cataract, Benign Prostatic Hypertrophy, Hysterectomy for Menorrhagia or Fibromyoma, Hernia, Hydrocele, Congenital Internal Disease, Fistula in anus, Piles, Sinusitis and related disorders.
- b) Disease, illness or injury, directly or indirectly, caused by or arising from or attributable to War, Invasion, Act of Foreign Enemy, War like operations (whether war declared or not).
- c) Circumcision unless necessary for treatment of a disease not excluded hereunder or as may be necessitated due to an accident, vaccination or inoculation or cosmetic or aesthetic treatment of any description, plastic surgery other than as may be necessitated due to an accident or as a part of any illness.
- d) Cost of spectacles and contact lenses, hearing aids.
- e) External Medical Equipment of any kind used at home as post hospitalization care including cost of instrument used in treatment of sleep appnea syndrome (C.P.A.P.) and continuous Peritoneal Ambulatory dialysis (C.P.A.D.) and Oxygen Concentrator for Bronchial asthmatic condition.
- f) Any dental treatment or surgery which is a corrective, cosmetic or aesthetic procedure, including wear and tear, unless arising from disease or injury and which requires hospitalization for treatment.
- g) Convalescence, general debility, run-down condition or, rest cure, congenital external disease or defects or anomalies, sterility, venereal disease, intentional self-injury and use of intoxicating drugs / alcohol.
- h) All expenses arising out of any condition, directly or indirectly, caused due to or associated with Human T-Cell Lymphotropic Virus type III (IITLB-111) or Lymphadinopathy Associated Virus (LAV) or the Mutants Derivative or Variations Deficiency syndrome or any Syndrome or any condition of a similar kind commonly referred to as AIDS.
- i) Charges incurred at Hospital or Nursing Home primarily for diagnostic, x-ray or laboratory examinations not consistent with or incidental to the diagnosis and treatment of the positive



existence or presence of any ailment, sickness or injury, for which confinement is required at a Hospital / Nursing Home.

- j) Expenses on vitamins and tonics unless forming part of treatment for injury or disease as certified by the attending physician.
- k) Injury or Disease directly or indirectly caused by or contributed to by nuclear weapons / materials.
- I) Voluntary medical termination of pregnancy.
- m) Naturopathy Treatment

# **Maternity Extension under Hospitalisation Section**

**Maternity Expenses Benefit** -The Policy is extended to cover actual maternity benefit expenses for a female Insured Person upto a maximum limit of Rs. 25,000/- provided treatment is taken by the Insured Person in a Hospital/Nursing Home as in-patient in India or in the country of employment only.

In case of medical treatment in the country of employment, the maternity benefits would be provided only if the requisite documents are certified by the concerned Indian Mission / Post. The re-imbursement shall be restricted to actuals.

Maternity Expenses Benefit means treatment taken in Hospital/Nursing Home arising from or traceable to pregnancy, childbirth including Caesarean Section.

# **Special Conditions applicable to Maternity Expenses Benefit Extension:**

- a) These benefits are admissible if the expenses are incurred in Hospital/Nursing Home as in-patient only.
- b) A waiting period of 9 months is applicable for payment of any claim relating to normal delivery or caesarean section or abdominal operation for extra uterine pregnancy. The waiting period may be relaxed only in case of delivery, miscarriage or abortion induced by accident or other medical emergency.
- c) Claim in respect of delivery for only first two children and/or operations associated therewith will be considered in respect of any one Insured person covered under the Policy or any renewal thereof. Those Insured persons who are already having two or more children will not be eligible for this benefit.
- d) Pre-natal and post-natal expenses are not covered unless admitted in Hospital/Nursing Home and treatment is taken there.

# Section IV: Reimbursement of legal expenses



The Policy provides for reimbursement of actual legal expenses subject to a limit of Rs. 30,000/-incurred by the Insured Person in any litigation relating to his/her employment, provided the requirement and necessity of filing such case is certified by the appropriate Ministry of that country and the actual expenses incurred certified by the concerned Indian Mission / Post.

# **Policy duration**

The Policy shall be valid for two or three years as mentioned in the Schedule.

#### **GENERAL CONDITIONS**

Reliance Pravasi Bharatiya Yojana Policy is designed for citizens of India who obtain emigration clearance as required under the Emigration Act 1983 (31 of 1983) i.e. for all Indian citizens (between the age group of 18 to 60 years) whilst on stay abroad on a valid visa for purposes of employment only. This Policy, however, shall not apply in the event of war or internal conflict in the country to which the citizen of India holding the said Policy has proceeded with emigrant clearance.

Under this Policy, "Emigrant" means any citizen of India who intends to emigrate, or emigrates or has emigrated but does not include:

- 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;
- Any person who has resided outside India at any time after attaining the age of eighteen years, for not less than three years or the spouse or child of such person.

Upon the happening of any event which may give rise to a claim under this Policy, the Insured Person /nominee(s)/ legal representative(s), as the case may be, shall forthwith give notice thereof to the Company in writing.

The Insured Person /nominee(s)/ legal representative(s) shall thereafter within one month of the occurrence of the event, submit a claim form completed in all respects, signed and supported by documents relevant to the claim along with original insurance certificate / Policy, as stated below to the Company.

#### **Claims Procedure**

It is a condition precedent to the Company's liability that upon the discovery or happening of any disease/illness/injury that may give rise to a claim under this Policy, the Insured Person shall undertake the following:



- a. Upon the happening of any event giving rise to a claim, the Insured Person shall immediately contact the Company and intimate the claim through its call center or in writing at the relevant Policy issuing office. The phone number for the call center is given in the Schedule attached to this Policy.
- b. While intimating the claim, the Insured Person shall be required to furnish all the requisite information, such as:
  - 1. Name of the Insured Person
  - 2. Contact details of the Insured Person
  - 3. Policy number
  - 4. Date & Time of Loss
  - 5. Location of loss
  - 6. Nature of loss
  - 7. Cause of loss
  - 8. Whether Police authorities has been informed (if applicable)
  - 9. Estimate of loss
- c. If the Insured Person shall sustain any bodily injury in respect of which a claim is or may be made hereunder prompt written notice thereof shall be given to the Company as soon as possible but in any event within fourteen days of the date of injury. If the Insured Person shall die, notice of death shall be given by the nominee(s)/ legal representative(s) forthwith. All certificates, information and evidence whether from a Medical Attendant or otherwise required by the Company shall be furnished at the expense of the Insured Person or nominee or legal representatives, as the case may be, and shall be in such form and of such nature as the Company may prescribe. The Insured Person must immediately after the occurrence of any accident which may be the subject of a claim hereunder obtain medical treatment failing which the Company will not be liable for any consequence thereof. The documents required are:
  - i. In case of death due to accident
  - Police Report confirming accidental death.
  - Post Mortem Report.
  - Certificate / Report from concerned authorities
  - Duly attested copy of passport (all pages)
  - ii. In case of Permanent Total Disability due to accident:
    - Medical records pertaining to treatment following the accident.
    - Disability certificate issued by a medical practitioner.

In case of permanent total disability, the Insured Person shall, if the Company so desires, also present himself/herself for examination before a medical practitioner to be appointed by the Company to assess the extent of disability suffered by the Insured Person.



- d. For reimbursement of the costs of transporting the mortal remains of the Insured Person to the Republic of India or of costs of burial abroad, an official death certificate and a physician's statement giving the cause of death needs to be submitted. Medical statements from spouses/ relatives will not be accepted. Original bills / receipts of expenses incurred need to be submitted also. These would be paid as per the usual and customary charges incurred for the same.
- e. For reimbursement of expenses of transportation of Insured Person to the Republic of India, a medical statement from a registered Physician indicating the cause of illness and the necessity of transportation needs to be submitted. Medical statements from spouses/ relatives will not be accepted. Original bills / receipts of the expenses incurred need to be submitted also. These would be paid as per the usual and customary charges incurred for the same.
- f. In case of hospitalization, the Insured Person shall contact the call centre at 3033 82882. as soon as any event giving rise to a claim occurs. The Insured Person shall give details such as: Policy Number, Name of the Insured Person availing treatment, nature of disease / illness / injury, name and address of the attending Medical Practitioner / Hospital and any other relevant information. In case of treatment in the country of employment, the above details shall be provided to the Company immediately and prior to availing treatment and in any case within 7 days of hospitalisation/ treatment.

The Company shall provide cashless hospitalisation for treatment in India to the Insured Person through the Third Party Administrator (TPA). The Insured Person can avail of cashless hospitalisation for treatment in India upto the limit of Sum Insured as specified in the Schedule to this Policy, subject to obtaining pre-authorisation from the TPA.

The Insured Person needs to submit complete information of the disease, illness or injury requiring treatment to be undertaken in a Hospital / Nursing Home which is within the network, along with certification from the Medical Practitioner and/or Hospital / Nursing Home. Considering the above, pre-authorisation shall be issued to the Hospital / Nursing Home concerned for cashless hospitalisation for the treatment of the Insured Person upto the limit of the Sum Insured specified in the Schedule to this Policy.

However, cashless hospitalisation will not be available if the treatment is undertaken in a non-networked Hospital, in which case, the Insured Person shall, after due intimation about the hospitalisation details to the Company as mentioned hereinabove, pay the hospitalisation expenses directly to the Hospital / Nursing Home concerned and claim reimbursement from the Company for the same.



Where cashless hospitalisation is pre-authorised, the Insured Person need not pay the hospitalisation expenses for the treatment undertaken for diseases, illness or injury which are covered under the Policy, and the same shall be paid directly to the Hospital / Nursing Home.

Cashless hospitalisation benefit shall be limited exclusively to hospitalisation expenses incurred for treatment undertaken for disease, illness or injury in a network Hospital / Nursing Home and shall not extend to other benefits.

In case of treatment in the country of employment, after due intimation about the hospitalisation details to the Company as mentioned hereinabove, pay the hospitalisation expenses directly to the Hospital / Nursing Home concerned and claim reimbursement from the Company for the same.

The Insured Person shall have to deliver at his/her own expense, within 30 days of the Insured Person's discharge from Hospital any and all information and documentation concerning the claim or the Company's liability for it, including but not limited to:

- Duly filled claim form(s)
- Original bills, receipts and discharge/card from the Hospital /Medical Practitioner
- Original bills from chemists supported by proper prescription
- · Original Investigation test reports and payment receipts
- Medical Practitioner's referral letter advising hospitalisation
- Original bills and receipts for claiming Ambulance charges.

If so, requested by the Company, the Insured Person will have to submit for a medical examination by the Company's or Third Party Administrator's Medical Practitioner as often as the Company considers necessary.

Any compensation under this Policy will be paid in India in Indian currency only. No sum under this Policy shall carry interest.

The Company shall not be liable to make any payment under this 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. Non co-operation by the Insured Person will nullify the cover under the Policy.

## **Arbitration Clause**

If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute / difference or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred





to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and the arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no dispute/difference shall be referable to arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator / arbitrators of the amount of the loss or damage shall be first obtained.

**Subrogation:** In the event of payment under this Policy, the Company shall be subrogated to all the Insured Person's rights or recovery thereof against any person or organisation, and the Insured Person shall execute and deliver instruments and papers necessary to secure such rights. The Insured Person and any claimant under this Policy shall at the expense of the Company do and concur in doing and permit to be done, all such acts and things as may be necessary or required by the Company, before or after Insured Person's indemnification, in enforcing or endorsing any rights or remedies, or of obtaining relief or indemnity, to which the Company shall be or would become entitled or subrogated.

**Cancellation:** The Company may allow cancellation of the Policy only in case when the journey is not undertaken on production of the original passport as proof. The Company shall be entitled to retain cancellation charges, if any.

**Policy Disputes Clause:** Any dispute concerning the interpretation of the terms, conditions limitations and / or exclusions contained herein is understood and agreed to by both the Insured Person and Company to be subject to Indian Law. Each party agrees to submit to the jurisdiction of any Court of competent jurisdiction within India and to comply with all requirements. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

**Customer Service:** If at any time the Insured Person requires any clarification or assistance, the Insured Person may contact the Policy issuing office of the Company at its address during normal office hours or our call centre at....

**Grievances**: In case the Insured / Insured Person is aggrieved in any way, the Insured /Insured Person may contact the Company at the specified addresses, during normal business hours or the Insured may also contact our customer service desk at 30338282.