



# THE ORIENTAL INSURANCE LIMITED

Regd. Office: Oriental House, A-25/27 Asaf Ali Road, New Delhi 110002

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## 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 MEDICALIM POLICY (Business & Holiday)

**WHEREAS THE INSURED PERSON** 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 this 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 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.

Coris is Coris International who provides emergency assistance and claims administration service. Their address is 8, Rue Auber, 75009, Paris, France.

Heritage is Heritage Health Services Pvt. Ltd., McLeod House, 3, Netaji Subhash Rd., Kolkata 700 001. India, who on behalf of Coris provides assistance to Insured Person in India.

**MEDICAL ADVISORS** are medical Practitioners appointed by 'Coris/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 persons' family.

**MEDICAL RELATED EXPENSES REASONABLY AND NECESSARILY INCURRED** means expenses that in the opinion of the treating physician and Coris are medically necessary in order to maintain life and/or relieve immediate pain or distress or 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.

**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 Airline / 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** mean photographic, audio, computer, telecommunication and electrical equipment, telescopes, binoculars, spectacles, sunglasses, antiques, watches Jewellery, furs and articles made of precious stones, cash 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. 'Coris' 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 'Coris' immediately. The Insured person or his representative should quote 'Coris' 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, 'Coris/Heritage' should be contacted upon return to the Republic of India, and a claim form completed. This document, together with Invoices, travel documents and any other relevant details must be sent to 'Coris/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 'Coris/Heritage'. In no event should a claim be notified to Coris/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 cooperate 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/Coris.
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 Persons' 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. In case of Annual Corporate Frequent Travelers' Policy. The maximum duration per trip shall not exceed 60 days and maximum overall period of stay outside India shall not exceed 180 days during the policy year. The trip duration means the length of time period commencing from the date when the Insured / Insured Person travels out of the Republic of India and ending on the date of return of the Insured / Insured person to the Republic of India, both days inclusive, and calculated according to Indian Standard Time.  
Notwithstanding the above, of the Insured / Insured Person stays for any period beyond the period of 60 days as defined above, the Insurance Company's liability ceases on expiry of such 60 days.
10. This policy and the Overseas Mediclaim 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 Mediclaim Policy and Schedule shall bear such specific meaning wherever it may appear.
11. **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:** The pre-existing condition means any sickness / illness, which existed prior to the effective date of this insurance including whether or not the insured person had knowledge that symptoms were related to the sickness / illness. Complication arising from a pre-existing condition will also be considered part of the pre-existing condition.
  - 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 'Coris' 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.
12. **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 only one, 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.

13. 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.
14. No sum payable under this policy shall carry interest.
15. In the event of the Insured Persons' death, Insurers shall have the right to carry out a post mortem at their expenses.
16. Any claim which has not been conclusively proven and the amount thereof substantiated shall not be payable.
17. This policy is valid in air, water and Land.

### **GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS**

1. No claim will be paid where the Insured Person:
  - a. is traveling 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 traveling 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 Air force 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 nationalization or requisition of or destruction of or damage to property by or under the order of any government or local authority.
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 there from 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 files as a passenger on an aircraft property 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 there from 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 carving or potholing, hunting or equestrian, scuba 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 wheeler motorized vehicles unless at the time of the accident the driver is duly 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 wheeler 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 perill (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 'Coris' 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 days period immediately following the first manifestation of the bodily injury, sickness or disease.

### **Covered expenses:**

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 stated in the policy schedule.
3. Expenses for physician ordered emergency medical evacuation, including medically appropriate transportation and necessary medical care in 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 Coris cannot be contracted, 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 Persons' 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 Coris before the remains are prepared for transportation to the Republic of India or for local burial or cremation.
6. Cashless Assistance can be provided on all covered ailments / diseases and accidental injuries treated on Outpatient & Inpatient basis subject to the acceptance of the hospital / service providers and further subject to the prior approval of Coris International / Heritage Health Services Pvt Ltd in the respective jurisdictions

### **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 'Coris' 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 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.

#### **Specific Condition for Age Limit 61-70 yrs**

The maximum eligible expenses per illness are applicable to the insured person aged:

61-70 and insuring for USD 50,000 will be USD 20,000 under medical & USD 25,000 for accidental injury.

61-70 and insuring for USD 250,000 will be USD 30,000 under medical & USD 35,000 for accidental injury.

#### **Specific Condition for Age Limit 71-80 yrs**

The maximum eligible expenses per illness are applicable to the insured person aged

71-80 and insuring for USD 50,000 will be USD 17,500 under Medical & Accidental injury cover.

71-80 and insuring for USD 250,000 will be USD 25,000 under Medical & Accidental injury cover.

However proposer above the age of 70 years and who do not submit medical documents will get restricted medical coverage of USD 10, 000 only irrespective of the plan chosen.

#### **Specific Condition for Age Limit 81 years and above**

The maximum eligible expenses per illness are applicable to the insured person aged 81 and above and insuring for USD 50,000 will be USD 10,000 under Medical & Accidental injury cover.

81 and above and insuring for USD 250,000 will be USD 15,000 under Medical & Accidental injury cover.

### **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 and 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 Persons' 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.

***Special 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 'Coris' 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 'Coris' in the event of a claim hereunder.
5. No claim will be paid for Valuable 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.
7. Purchase of new articles or items after the loss of baggage will not be covered under loss of baggage section.

**SECTION D-DELAY OF CHECKED BAGGAGE**

This insurance pay to the limit of cover shown in the Schedule for necessary emergency purchase of replacement that the Insured Person suffers a delay of more than 12 hours from the scheduled arrival time at the destination 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 'Coris' 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 claim shall be paid for:**

1. Loss of damage to passport due to delay or from confiscation or detention by custom, 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 while kept in a locked hotel room or apartment and an appropriate sized safety deposit box was not available for use by the Insured Person.
4. Visa charges due to loss of passport
5. Curtailment of trip due to loss of visa along with passport.

## **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, traveling 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
  - 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.)

## **SECTION G - TRIP CANCELLATION/CURTAILMENT**

Subject to all other terms and conditions, the Company will indemnify the insured subject to limits shown in the schedule, for loss of personal accommodation and travel charges paid or contracted to be paid by the insured, which are not recoverable from any other source, following the necessary and unavoidable:

1. Cancellation before the trip because of
  - (a) Insured's death, serious injury or sudden sickness

- (b) Serious injury, sudden sickness or of insured's spouse or parent or child requiring Hospitalisation for more than 24 hrs.
  - (c) Compulsory quarantine or prevention of travel by Government of India
2. Curtailment (the cutting short by early return to India) of the trip because of:
- (a) Death, serious injury or sudden sickness of your spouse, child or parents residing with you in India
  - (b) The hijack of an aircraft in which you are traveling as a fare paying passenger.

#### **SECTION H-MISSED CONNECTIONS**

In case of the Insured Person missing a connecting flight or train or ship/cruise (due to cancellation of service or departure, delayed departure, change of route, non-landing / docking, offloading of passengers due to any reason including overbooking) the following shall be reimbursed the following to the extent of 90%.

Expenses relating to transportation of the client to the intended destination by alternative means of transportation as may be absolutely necessary including other airline, train or surface transportation including necessary and reasonable cost of up gradation to a superior class of travel, expenses relating to accommodation , food and communication when the client are required to be so accommodated including cost of up gradation in case some of the services are provided by concerned supplier, loss of sightseeing or entertainment programmes , events, sports, games, and assignments.

#### **SECTION I- NON PROVISION OF SERVICES CONFIRMED BY SUPPLIERS**

In case of the Insured Person not getting hotel services booked on confirmed basis with the suppliers, the Insured would be reimbursed 90% of the cost of, expenses relating to transportation to the alternative hotel, cost of up gradation to a superior class of hotel if required.