

PRAVASI BHARATIYA BIMA YOJANA POLICY DOCUMENT

Whereas the Insured has made to Bajaj Allianz General Insurance Company Limited (hereinafter called the "Company"), a proposal which is hereby agreed to be the basis of this Policy and has paid the premium specified in the Schedule, now the Company agrees, subject always to the following terms, conditions, exclusions, and limitations, to indemnify the Insured subject always to the Sum Assured against such loss as is herein provided.

Coverage

Section A :

Part I Personal Accident

1.1 The Insurance Company will pay the Section A – Part I Sum Assured specified in the Schedule if the Insured sustains Accidental Bodily Injury during his stay as Emigrant abroad during the Policy Period and if such Bodily Injury within 12 months of the date upon which it was sustained is the sole and direct cause of the Insured's:

- a. Death
- b. Permanent Total Disablement leading to loss of employment

Part II Repatriation

1.2 Under this section the Company will reimburse subject to the Sum Insured specified under Section A Part II in the Schedule, the actual cost of repatriating the Insured's mortal remains to India, in the event of the Insured's death whilst in employment outside of India during the policy period.

Part III Air Fare For Attendant

1.3 Following a claim under Part II, additional cost of economy class return air fare for one attendant to accompany the mortal remains of the Insured shall be payable in addition to the cost of repatriation. This cost will be within the overall limit indicated for Part II in the Schedule. The claim for reimbursement must be filed with 90 days of completion of the journey.

Section B :

Part I Medical Expenses to Insured

2.1 The Company will indemnify the Insured up to the Section B Sum Assured specified in the Schedule in respect of:

2.1.1 The reasonable Medical Expenses incurred by the Insured for medical treatment as an in-patient within India or in the country of employment necessitated as a result of Accidental Bodily Injury and/or Sickness and/or Disease occurring or having first manifested itself during the policy period, during his stay abroad as an emigrant.

Part II Maternity Expense

2.2 The Company will indemnify the insured for maternity expenses as specified in the Schedule, incurred, arising out of Insured's pregnancy, provided the medical treatment is taken as an inpatient in India. The benefit under this is payable after the period of nine months from the date of proposing this policy. Period of nine months is relating to normal delivery or caesarean section or abdominal surgery for extra uterine pregnancy. The maternity benefits would be payable only if the requisite documents are certified by the concerned Indian Mission/Post.

Section C : Hospitalization Expenses to Insured's Family

In the event of a Claim being paid under Section A, Part I, Personal Accident, of this Policy, the Company will indemnify upto the Sum Insured under Section C specified in the schedule, the reasonable Medical Expenses incurred by the Insured's family for medical treatment as an in-patient within India as a result of Accidental Bodily Injury and/or Sickness and/or Disease occurring or having manifested itself during the policy period.

Family means insured's lawful spouse and two dependent children up to the age of 21 years. The amount of claim paid will reduce the sum assured under Section C.

4 Conditions applicable to Section B & C

4.1 In the event of any claim/s becoming admissible under this Sections, the Company will pay to the Insured Person the amount of such expenses as would fall under different heads mentioned below, and as are reasonably and necessarily incurred thereof by or on behalf of such Insured Person, but not exceeding the Sum Insured mentioned in the schedule:

4.1.1 Room expenses as provided by the hospital / nursing home subject to a maximum of Rs.500/- (Rupees five hundred only) for each day of Hospitalization.

4.1.2 Boarding expenses for the patient only as provided by the hospital / nursing home.

4.1.3 Nursing Expenses

4.1.4 Surgeon, Anaesthetist, Medical Practitioner, Consultants, Specialists Fees

4.1.5 Anaesthesia, Blood, Oxygen, Operation Theatre Charges, Surgical Appliances, Medicines and Drugs, Diagnostic materials and X-ray, Dialysis, Chemotherapy, Radiotherapy, Cost of pacemaker,

4.2 The coverage under Section C will not come into force unless a claim under Section A as been admitted and paid.

5. Major Exclusions applicable to Sections A, B & C

The Company is not liable for and no indemnity is available in respect of claims arising out of or howsoever connected to the following

5.1 All diseases /injuries which are existing at the time of commencement of this policy. Any medical condition or complication arising directly or indirectly from it or disablement that existed before the commencement of the policy period (even if unknown to the insured) or for which care, treatment or advice was sought, recommended by or received from a Doctor.

5.2 The Company shall be under no liability to make payment in respect of any routine physical or other examination where there is no objective indication of impairment of normal health, and for medical treatment obtained outside India in case of Section C.

5.3 Medical Expenses relating to any Hospitalization 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 illness or accidental Bodily Injury for which Hospitalization is required.

5.4 Experimental or unproved treatment.

5.5 Circumcision, cosmetic or aesthetic treatments of any description, change of life surgery or treatment, plastic surgery (unless necessary for the treatment of illness or accidental bodily injury)

5.6 The cost of spectacles, contact lenses, and hearing aids, crutches, artificial limbs and all appliances/devices whether for diagnosis or treatment, after discharge from the hospital

5.7 Dental treatment or surgery of any kind unless requiring Hospitalization as a result of accidental bodily injury

5.8 Any medical expenses incurred in connection with cataract, benign prostatic hypertrophy, hysterectomy for menorrhagia, fibromyoma and endometriosis, hernia of all types, hydrocele, fistulae, haemorrhoids, fissure in anus, stones in the urinary and biliary systems, surgery on tonsils and sinuses, skin and all internal tumours, cysts, nodules, polyps of any kind including breast lumps, gastric or duodenal ulcer during the first year of operation of the Insurance Cover.

5.9 Convalescence, general debility, rest cure, congenital diseases or defects or anomalies.

5.10 Venereal disease or any sexually transmitted disease or sickness.

5.11 The Company shall be under no liability to make payment of any Medical Expenses incurred beyond the expiry of the Policy Period.

5.12 The Company shall be under no liability to make payment hereunder in respect of any Claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

5.12.1 Suicide, attempted suicide or wilfully self inflicted injury or illness, mental disorder, anxiety, stress of depression, alcoholism, drunkenness or the abuse of drugs, accidents whilst under the influence of intoxicating liquor or drugs.

5.12.2 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.

5.12.3 The participation of the Insured in winter sports, mountaineering (where ropes or guides are customarily used), riding or driving in races or rallies, caving or potholing, hunting or equestrian, skin diving or other underwater activity, rating or canoeing involving white water rapids, yachting or boating outside coastal waters (2 miles), aviation or ballooning, whilst mounting into, dismounting from or travelling in any balloon or aircraft other than as a passenger(fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world, professional sports or any other hazardous or potentially dangerous sport for which the Insured is either untrained, not physically fit or using improper equipment.

5.12.4 Losses arising from Accidents on two wheeled motorised vehicles unless at the time of the Accident the driver is duly qualified, is in possession of a current full international driving licence and the driver is wearing a safety crash helmet if riding on a two wheeled motorised vehicle .

5.12.5 Pregnancy, resulting in childbirth, miscarriage, abortion, or complication arising out of any of the foregoing for the first nine months of the policy.

5.13 All expenses exceeding the specified limit of Sum Insured mentioned in the Schedule.

5.14 Death or Disablement due to Pregnancy, resulting in child birth, mis-carriage, abortion or complications arising there from

5.15 Non-allopathic treatment

5.16 Vaccination or inoculation

5.17 Surgery to correct deviated nasal septum and hypertrophied turbinate.

5.18 Any fertility, sub fertility or assisted conception operation or sterilisation or procedure

5.19 Compensation for any claims that may arise before the Insured boards the International flight from India. This exclusion shall not however apply if the policy is renewed subsequently without any break in policy period.

6. Section D: Employment Contingency

The Company will pay the Insured up to a maximum of the Section D Sum Assured specified in the Schedule in respect of actual one way economy class air fare to return to India in the event of :

6.1 The Insured falling sick and being declared medically unfit to commence or continue or resume working, within the first six calendar months of the policy period provided that the grounds for repatriation are certified by concerned Indian Mission and air tickets are submitted in original or,

6.2 On arrival at his work place or destination abroad, if the insured is not received by the employer (ie. No job/employment available or the employer refuses the job/employment) or

6.3 If there is any substantive change in the Job/Employment Contract/Agreement to the disadvantage of the Insured person there by causing the insured to return to India immediately thereafter provided that the grounds for repatriation are certified by Indian mission and the air tickets are submitted in original or,

6.4 If the employment is prematurely terminated within the period of employment contract, for no fault the Insured and the insured has to return back to India within 1 month immediately thereafter and the grounds for repatriation are certified by the concerned Indian Mission /Post and the air tickets are submitted in original.

7. Conditions applicable to Section D

7.1 If the repatriation of the insured person is on account of violation of any law, fraud, or any breach of employment conditions.

7.2 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.

7.3 The employment is obtained through fake or forged documents, work permit or improper entry visa or,

7.4 The entry in to the country has been made without completing legal formalities for whatsoever reason.

7.5 No attempt being made by the insured person to contact his employer on arrival if the insured person is not received at such time.

7.6 The entry into the country has been refused on medical grounds.

7.7 Short term contracts i.e contracts for periods less than three months.

Section E : Legal Expenses

The company will reimburse the insured the legal expenses incurred by him in any litigation to his/her employment, provided that the necessity of filing such a case is certified by the appropriate Ministry of the Country of employment and the actual expenses are certified by the concerned Indian Mission/Post, but not exceeding the Sum Insured specified in the schedule of this policy and provided the legal expenses are incurred within the policy period.

Exclusions Applicable to Section E

The Company shall not be under any liability to make payment for Claims arising out of:

9.1 the Insured's liability to any employee (whether under a contract of or for services) or any professional activities involving the insured;

9.2 Any claim of personal liability arising out of bodily Injury to and/or Property Damage to property belonging to the Insured's Family, any co-worker of the Insured, and any travelling companion of the Insured;

9.3 Any claim or damage resulting from transmission of an illness or disease by the insured

9.4 Any liability arising directly or indirectly from or due to:

- (i) Livestock belonging to the Insured or in the Insured's care, custody or control;
- (ii) Possession of hides, skin, hair, feathers, horns, ivory, bones, etc
- (iii) Any wilful, malicious, criminal or unlawful act, error, or omission;
- (iv) The pursuit of any trade, business of profession, employment or occupation;
- (v) The ownership, possession or use of vehicles, aircraft, or watercraft;
- (vi) Parachuting, hand-gliding, hot air ballooning or the use of firearms or any other dangerous or hazardous activity;
- (vii) The use or misuse of any alcohol, hallucinogenic substance, drugs (except those used as medically prescribed), or drug addiction;
- (viii) The supply of goods or services;
- (ix) Any form of ownership or occupation of land or buildings (other than occupation only of any temporary residence).

B DEFINITIONS

The following words or terms shall have the meaning ascribed to them wherever they appear in this Policy, and references to the singular or to the masculine shall include references to the plural and to the female wherever the context so permits:

1. An accident is a sudden, unforeseen and involuntary event caused by external, visible and violent means.
2. **Alternative treatments-** Alternative treatments are forms of treatments other than treatment "Allopathy" or "modern medicine" and includes Ayurveda, Unani, Sidha and Homeopathy in the Indian context.
3. **Any One Illness:** Any one illness means continuous period of illness and it includes relapse within 45 days from the date of last consultation with the Hospital/ Nursing home where treatment may have been taken
4. **"Airline"** means a public airline that holds a proper license for the jurisdiction in which it operates and that operates scheduled flights for passengers and cargo.
5. **Bodily 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 Medical Practitioner
6. **"Cashless Facility"** Cashless Facility means a facility extended by the insurer to the insured where the payments, of the costs of treatment undergone by the insured in accordance with the policy terms and conditions, are directly made to the network provider by the insurer to the extent pre authorization approved.
7. **"Checked Baggage"** means the baggage offered by the Insured and accepted by an Airline for international transportation in the same aircraft as the Insured and for which the airline has provided a baggage receipt, and the contents of the baggage checked in by the Insured so long as such contents do not violate any Airline policy or rule restricting the nature of items that may be carried on board its aircraft.
8. **"Claim"** means a Claim under an operative part of this Policy in respect of an insured event that has taken place or is likely to take place. All Claims resulting from one and the same event or circumstance shall jointly constitute one Claim under this Policy and as having been made at the time when the first Claim was made in writing and the Deductible shall be applicable to each section independently.
9. **Common Carrier-** Common Carrier means a person engaged in the business of collecting, storing, forwarding, or distributing goods, to be carried by goods carriage under a goods receipt or transporting for hire of goods from place to place by motorized transport, by road, water, air,

for all persons indiscriminatingly in each case operated under a valid license issued by a concerned Government Authority, for transportation of passengers for hire.

10. **Condition Precedent-** Condition Precedent shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.
11. **Congenital Anomaly-** Congenital Anomaly refers to a condition(s) which is present since birth, and which is abnormal with reference to form, structure or position .
 - a. - Internal Congenital Anomaly which is not visible and accessible parts of the body is called Internal Congenital Anomaly
 - b. External Congenital Anomaly which is in the visible and accessible parts of the body is called External Congenital Anomaly.
12. **“Contribution”** Contribution is essentially the right of an insurer to call upon other insurers, liable to the same insured, to share the cost of an indemnity claim on a rateable proportion of Sum Insured. This clause shall not apply to any benefit offered on fixed benefit basis.
13. **Co-Payment-** A co-payment is a cost-sharing requirement under a health insurance policy that provides that the policyholder/insured will bear a specified percentage of the admissible claim amount. A co-payment does not reduce the Sum Insured.
14. **“Damages”** means monetary sums payable pursuant to judgements or awards but shall not include fines, penalties, punitive damages, exemplary damages, any non-pecuniary relief, or any other amount for which an Insured is not financially liable, or which is without legal recourse to the Insured, or any matter that may be deemed to be uninsurable under Indian Law.
15. **Day care centre-** A day care centre means any institution established for day care treatment of illness and / or injuries or a medical set -u p within a hospital and which has been registered with the local authorities, wherever applicable, and is under the supervision of a registered and qualified medical practitioner AND must comply with all minimum criteria as under:- has qualified nursing staff under its employment has qualified medical practitioner (s) in charge has a fully equipped operation theatre of its own where surgical procedures are carried out- maintains daily records of patients and will make these accessible to the Insurance company's authorized personnel.
16. **Day Care Treatment-** Day care treatment refers to medical treatment, and/or surgical procedure which is: i. undertaken under General or Local Anesthesia in a hospital/day care centre in less than 24 hrs because of technological advancement, and ii. Which would have otherwise required a hospitalization of more than 24 hours. Treatment normally taken on an out-patient basis is not included in the scope of this definition.

A detailed list of procedures considered under Day Care is attached with the policy wordings (refer annexure 1). For an updated list of Day Care Procedures kindly visit our website

17. **Daily Allowance:** Means the amount and period specified in the Schedule.
18. **Deductible**” Deductible is a cost-sharing requirement under a health insurance policy that provides that the insurer will not be liable for a specified rupee amount in case of indemnity policies and for a specified number of days/hours in case of Hospital Cash Daily Allowance policies which will apply before any benefits are payable by the insurer. A deductible does not reduce the Sum Insured.
19. **Dental Treatment-** Dental Treatment is treatment carried out by a dental practitioner including examinations, fillings (where appropriate), crowns extractions and surgery excluding any form of cosmetic surgery / implants.
20. **Disclosure to Information Norm-** The policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis- description or non disclosure of any material fact.
21. **Disease**” means an affliction of the bodily organs having a defined and recognised pattern of symptoms that first manifests itself during the Policy Period and for which immediate treatment by a Physician is necessary.
22. **Emergency Care-** Emergency care means management for a severe illness or injury which results in symptoms which occur suddenly and unexpectedly, and requires immediate care by a medical practitioner to prevent death or serious long term impairment of the insured person’s health.
23. **“Hospitalization”** Hospitalization means admission in a Hospital for a minimum period of 24 hours In Patient Care consecutive hours except for specified procedures/ treatments, where such admission could be for a period of less than 24 consecutive hours.
24. **“Home Burglary “** Home burglary means any act of actual, forcible and violent entry and or exit from the premises of the Insured with intent to commit an act of crime or theft.
25. **Illness-** Illness means 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
- a. Acute Condition -Acute medical condition is a medical condition that can be cured by treatment.
 - b. Chronic Condition - A chronic condition is defined as a disease, illness or injury that has one or more of the following characteristics: it needs ongoing or long term monitoring through consultations, examinations, check ups , and or tests - it needs ongoing or long term control or relief of symptoms - it requires rehabilitation or for you to be specially trained to cope with it - it continues indefinitely - it comes back or is likely to come back.

26. **Injury/ Bodily Injury-** 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 Medical Practitioner.
27. **“Inpatient Care”** Inpatient care means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.
28. **“Insurance Company / Claims Administrator”** means the person or organization named in the Schedule.
29. **“Insured”** means the person named in the Schedule.
30. **“Insured Journey”** means a single journey during the Policy Period to a destination outside of India, which is undertaken (departure and arrival) during the Policy Period.
31. **Intensive Care Unit-** Intensive care unit means an identified section, ward or wing of a hospital which is under the constant supervision of a dedicated medical practitioner(s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards.
32. **“Family”** means the Insured, insured’s spouse and 2 children. In the benefit of family visit family is indicated as the Insured’s spouse and children. However dependant parents can not be covered under this policy.
33. **Limit of Indemnity-**Limit of Indemnity represents Our maximum liability to make payment for each and every claim per person and collectively for all persons mentioned in the Schedule during the policy period and in the aggregate for the person(s) named in the schedule during the policy period, and means the amount stated in the Schedule against each Cover and subject to the limits specified.
34. **Hospital-** A 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 under the Clinical Establishments (Registration and Regulation) Act, 2010 or under the enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:
- a. has qualified nursing staff under its employment round the clock;
 - b. has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;
 - c. has qualified medical practitioner(s) in charge round the clock;
 - d. has a fully equipped operation theatre of its own where surgical procedures are carried out;

- e. Maintains daily records of patients and makes these accessible to the insurance company's authorized personnel.

- 35. **"Loss of Eye"** means the total and irrecoverable loss of sight from either or both eyes.
- 36. **"Loss of Limb"** means the loss of one or both hands or one or both feet by permanent physical severance at or above the wrist or ankle, and includes the total and permanent loss of use of either or both hands or either or both feet.
- 37. **"Maternity Expense"** Maternity Expenses / treatment shall include the following Medical treatment expenses: (i) Medical Expenses for a delivery (including complicated deliveries and caesarean sections) incurred during Hospitalization; (ii) The lawful medical termination of pregnancy during the policy period limited to 2 deliveries or terminations or either during the lifetime of the Insured Person; (iii) Pre- natal and post -natal Medical Expenses for delivery or termination.
- 38. **"Medical Advise"** Any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription.
- 39. **"Medical Advisors"** mean the medical practitioners appointed by the Insurance Company / Claims Administrator.
- 40. **"Medical Evacuation"** means the removal of the Insured from abroad to a hospital within India where necessary medical care can be accorded to him, including medical care required en route.
- 41. **Medical Expenses** means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or Accident on the advice of a medical Practitioner, as long as these are no more than would have been payable if the Insured had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.

List of non medical expenses is attached with the policy wordings (refer annexure 2). For an updated list of Day Care Procedures kindly visit our website.

- 42. **Medically Necessary** - Medically necessary treatment is defined as any treatment, tests, medications, or stay in hospital or part of a stay in hospital which-
 - a. is required for the medical management of the illness or injury suffered by the insured;
 - b. must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
 - c. must have been prescribed by a medical practitioner,
 - d. Must conform to the professional standards widely accepted in international medical practice or by the medical community in India.

43. **Notification of Claim-** Notification of claim is the process of notifying a claim to the insurer or TPA by specifying the timelines as well as the address / telephone number to which it should be notified.
44. **“OPD Treatment”** OPD treatment is one in which the Insured visits a clinic/ hospital or associated facility like a consultation room for diagnosis and treatment based on the advice of a Medical Practitioner. The Insured is not admitted as a Day care or in patient.
45. A **Physician** is a person who holds a valid registration from the medical council of any state of India and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his license. “Physician” shall not include any member of the Insured’s family. Chiropractitioner stands excluded from the scope of the policy.
46. **Policy”** means the proposal, the Schedule, the Policy documents and any endorsements attaching to or forming part hereof either on the commencement date or during the Policy Period.
47. **“Policy Period”** means the period between:
- a. The commencement date specified in the Schedule, being the date upon which the Insured first boards the mode of transportation by which it is intended that he shall finally leave India for the Insured Journey or the actual date upon which the Insured boards as aforesaid so long as that is within 14 days of the commencement date as specified in the Schedule, and
 - b. The expiry date specified in the Schedule (provided that this Policy shall automatically be extended for a period of 7 days if the completion of the Insured Journey is delayed solely because of a failure of public transportation or other services upon which the Insured was reliant) .
48. **Pre existing ailment or disease-** Any condition, ailment or injury or related conditions for which you had signs or symptoms, and /or were diagnosed, and / or received medical advice/ treatment within 48 months prior to the first policy issued by the insurer
49. **“Property Damage”** means actual physical damage to tangible material property belonging to a third party.
50. **Reasonable Charges-**Reasonable Charges means the charges for service or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services, taking into account the nature of illness/ injury involved.
51. **Room Rent-** Room Rent shall mean amount charged by a hospital for the deductibles occupying of a bed and associated medical expenses.
52. **“Schedule”** means the schedule, and any annexure to it, attached to and forming part of this Policy.

53. **Sickness**” means a condition or an ailment affecting the general soundness and health of the Insured’s body that first manifests itself during the Policy Period and for which immediate treatment by a Physician is necessary.
54. **Subrogation**- Subrogation shall mean the right of the insurer to assume the rights of the insured person to recover expenses paid out under the policy that may be recovered from any other source.
55. **Suicide**- “Sui” means “self” and “cide” means “killing”, thus implying an act of self-killing. In short, a person committing suicide must commit it by himself, irrespective of the means employed by him in achieving his object of killing himself.
56. **“Sum Assured”** means the amount stated in the Schedule against each relevant Section, which shall be the Company’s maximum liability under this Policy (regardless of the number of the amount of Claims made) for any one Claim and in the aggregate for all Claims under such Section.
57. **Surgery**- Surgery or Surgical Procedure means manual and / or operative procedure (s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis, and cure of diseases, relief of suffering or prolongation of life, performed in a hospital or day care centre by a medical practitioner.
58. **“Theft”** means whoever intending to take dishonestly any moveable property out of the possession of the Insured without Insured’s consent , moves that property in order to such taking with the intention to permanently deprive the Insured of that property is said to commit theft.
59. **Valuables**” means:
- a. Electronic and electrical equipment including, but not limited to, photographic equipment, Audio equipment, video and/or televisual equipment, computers and/or organizers;
 - b. Binoculars, spectacles, sunglasses, or the like;
 - c. watches or jewellery or precious stones or models or coins or curios, sculptures, manuscripts, stamps, collections of stamps, rare books, medals, moulds, designs or any other collectibles;
 - d. Gold or silver or any precious metals or articles made from any precious metals; deeds, ATM Cards, credit cards, charge cards, bonds, bills of exchange, bank treasury or promissory notes, cheques, money, securities or any other negotiable instrument.
60. **Unproven/ Experimental treatment**- Unproven/ Experimental treatment is treatment, including drug experimental therapy, which is based on established medical practice in India, is treatment experimental or unproven

61. **You, Your, Yourself/ Your Family** named in the schedule means the person or persons that We insure as set out in the Schedule.

62. **We, Our, Ours** means the Bajaj Allianz General Insurance Company Limited.

63. **“Usual and Customary Level”** means medical charges that:

- a. Do not exceed the usual levy of charges for similar treatment or allied services, in the locality where such treatment or allied services have been obtained; and
- b. Do not include charges that would not have been made if no insurance existed.

64. **Permanent Total Disablement:**

Means Loss of the physical ability through an accidental injury resulting in to the following:

- a. loss of the sight of both eyes
- b. physical separation of or the loss of ability to use both hands or both feet
- c. physical separation of or the loss of ability to use one hand and one foot
- d. loss of sight of one eye and the physical separation of or the loss of ability to use either one hand or one foot

Such Disability shall be calculated on basis of Disability Certificate from Civil Surgeon of Government Hospital stating the continuous and permanent disability with disability percentage.

65. **“Pre Natal”** Prenatal period (also known as antenatal care) refers to the regular medical and nursing care recommended for women during pregnancy

66. **“Post Natal”** Post natal period is the period beginning immediately after the birth of a child and extending for about six weeks

11 General Exclusions Applicable to All Sections

The Company shall be under no liability to make payment hereunder in respect of any Claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

11.1 The Insured's participation in any naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy, whether foreign or domestic.

11.2 War, invasion, acts of foreign enemy, hostilities (whether war be declared or not), civil war, civil unrest, 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.

11.3 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:

(i) Ionising radiation or contamination by radioactivity from any nuclear waste from combustion of nuclear fuel; or

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, or

(iii) asbestosis or any related Sickness or Disease resulting from the existence, production, handling, processing, manufacture, sale, distribution, deposit or use of asbestos, or products thereof.

11.4 The Insured's actual or attempted engagement in any criminal or other unlawful act.

11.5 Any claim arising out of intentional self injury or as a result of drunkenness or addiction (alcohol/drugs).

11.6 Any act of terrorism which means an act, including but not limited to the use of force or violence and /or the

threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological, or ethnic purposes or reasons including to influence any government and /or to put the public, or any section of the public, in fear.

11.7 Any claim arising out of sporting activities in so far as they involve the training or participation in competitions of professional or semi professional sportspersons.

11.8 Any consequential losses.

11.9 Pollution.

11.10 In respect of travel by the Insured to any country against whom the Republic of India has imposed general or special travel restrictions, or against whom it may be impose such restrictions, or any country which has imposed or may impose subsequently, such restrictions against travel by a citizen of the Republic of India to such country.

11.11 Any claim if the insured:

(i) is travelling against the advice of a physician

(ii) is receiving or on a waiting list for specified medical treatment declared in a physician's report or certificate

(iii) has received terminal prognosis for a medical condition

11.12 Any claim relating to events occurring before the commencement of the cover or otherwise outside the policy period.

12. GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS

12.1 Condition Paramount

This policy covers only those emigrants who have availed policy before leaving India and whose passport is endorsed as "Emigration Clearance Required." Benefits as specified in the Schedule of the policy relate to any /all contingencies occurring during the Policy Period.

12.2 Claim Procedure

12.2.1 In case of any claim, immediate notification should be given to the insurer by phone followed by in writing giving full details of the claim.

12.2.2 In case of accident notice with full particulars shall be send to the Company's address within 14 days from the date of the accident/ or incident giving rise to the claim.

12.2.3 In case of hospitalization in India, notification to be given as soon as possible but in any case within 7 days of discharge from the hospital.

12.2.4 Final claim along with the hospital bills/cash memos and other documents mentioned below along with Claim form should be submitted to the Company or within 30 days from the date of discharge from the Hospital

(i) All original bills and receipts of Hospitalization expenses

(ii) Medical Certificate and Discharge card/summary

(iii) In case of necessity other documents to prove the cause upon which the claim is based and shall give the company such additional information and assistance the Company may required for dealing with the claim

(iv) In case of any major ailments in addition to the above the following shall be produced a) Proof of preliminary treatment/investigation in the country of employment

12.2.5 For Claim under Section A – Part I – Personal Accident, in addition to the above, following documents are to be submitted:

(iv) In case of death, Police report, Post mortem report and the report from the Indian Mission

(v) In case of permanent total disability, medical records of the treatment undergone and disability certificate from the medical authority

12.2.6 For claims under Section A – Part II – Repatriation, all necessary proof substantiating the reasons along with documents to be submitted.

12.2.7 For claims under Section A – Part III – Air fare for attendant, original air ticket along with passport copy to be submitted.

12.2.8 For claims under Section D – Employment Contingency – following documents to be submitted:

(i) Certificate from Indian Mission mentioning the grounds for repatriation

(ii) Air tickets in original

13 Claims settlement

All Claims will be settled in India in Indian Rupees only.

14 Reasonable Care

The Insured shall take all reasonable and proper steps to safeguard and protect himself and any fact, matter, circumstance or cause that might result in a Claim under this Policy, and shall not do or cause to be done anything that might enhance the likelihood of a Claim under this Policy (except in an attempt to save human life).

15 Transfer of Interest

The Insured may not transfer his interest in this insurance, but his legal representatives may represent him in respect of Claim under this Policy if the Insured is incapacitated or deceased.

16 Documents required, Assessment of Claim & Payment

16.1 The Company shall be under no liability to make payment in respect of any Claim until such time as the Insured has provided them with whatever documentation and/or information as may be requested and established the quantum of any amount claimed to the Company's satisfaction.

16.2 If requested by the Company, the Insured shall (at his own expense) furnish all certificates, information, proofs or other evidence in support of the Claim, present himself for medical examination by a Medical Advisor as considered necessary by the Company, and the Insured agrees that the Company may approach anyone who may have treated the Insured for information and/or documentation in respect of the Claim.

16.3 In the event of the Insured's death, the Company shall have the right to carry out a second post mortem at its own expense.

16.4 Where the Insured is incapacitated or otherwise unable to give a valid release for the Claim the payments shall be made to the Assignee mentioned in the Schedule. In case of no Assignee the Company may make arrangements to pay the Claim to the Insured's legal guardian or legal representative. Any payment made by the Company thereby in good faith shall operate as a complete and effective discharge of the Company's liability in respect of the Claim.

17. Arbitration –

- a. If any dispute or difference shall arise as to the quantum to be paid under the policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to decision of a sole arbitrator in writing by the parties 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 the arbitrators comprising of two arbitrators, one appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The law of the arbitration will be Indian law, and the seat of the arbitration and venue for all hearings shall be within India.
- b. It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this policy.
- c. 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 award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.
- d. If these arbitration provisions are held to be invalid, then all such disputes or differences shall be referred to the exclusive jurisdiction of the Indian Courts.

18. Fraud-

If *You* make or progress any claim knowing it to be false or fraudulent in any way, then this *Policy* will be void and all claims or payments due under it shall be lost and the premium paid shall become forfeited.

19. Cancellation-

- a. This Policy may be cancelled by the Insured after the expiry of 15 days from the effective date, in writing to the Company as long as the Insured is able to establish to the Company's satisfaction that the Insured Journey has not commenced, and this Policy shall stand cancelled if the Insured Journey has not commenced within 14 days of the commencement date shown on the Schedule.

- b. Upon cancellation, the Company shall be entitled to deduct cancellation charges according to its Cancellation Scale subject to retaining a minimum of Rs.250/-.
- c. In case of any early return of the insured person under Travel Prime Policy prior to expiry of the policy period the company will refund premium at the following rates subject to no claims being incurred on the policy.

Period on Risk	Rate of Premium Retained by the Company
Above 50% of policy period	100%
Above 40% to 50% of policy period	80%
Above 30% to 40% of policy period	75%
Above 20% to 30 % of policy period	60%
Policy Inception 20% of policy period	50%

20 Notifications & Declarations

Any and all notices and declarations for the attention of the Company shall be submitted in writing and shall be sent to the address specified in the Schedule.

21 Subrogation

The Insured and any claimant under this Policy, shall at the expense of the company do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.

22 Governing Law

The construction, interpretation and meaning of the provisions of this policy shall be determined in accordance with the laws of India. The section headings of this Policy are included for descriptive purposes only and do not form part of this Policy for the purpose of its construction or interpretation. The terms of this policy shall not be waived or changed except by endorsement issued by the Company.

23 Entire Contract

The Policy constitutes the complete contract of insurance. No change or alteration in this Policy shall be valid or effective unless approved in writing by the Company, which approval shall be evidenced by an endorsement on the Policy. No agent shall or has the authority to change in any respect whatsoever any term of this Policy or waive any of its provisions.

24 Due Observance

The due observance of and compliance with the terms, provisions, warranties and conditions of this Policy in so far as they relate to anything to be done or complied with by the Insured shall be a condition precedent to the Company's liability under this Policy.

25 Contribution

If, at the time of the happening of any loss or damage covered by this Policy there shall be existing any other insurance of any nature whatsoever covering the same, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage under Section B,C, D and E

RESOLVING ISSUES

We do our best to ensure that our customers are delighted with the service they receive from Bajaj Allianz, if you are dissatisfied we would like to inform you that we have a procedure for resolving issues. Please include your policy number in any communication. This will help us deal with the issue more efficiently. If you don't have it, please call your Branch office.

First Step

Initially, we suggest you contact the Branch Manager / Regional Manager of the local office which has issued the policy. The address and telephone number will be available in the policy.

Second Step

Naturally, we hope the issue can be resolved to your satisfaction at the earlier stage itself. But if you feel dissatisfied with the suggested resolution of the issue after contacting the local office, please e-mail or write to:

Customer Care Cell

Bajaj Allianz General Insurance Co. Ltd

GE Plaza, Airport Road, Yerawada, Pune 411 006

E-mail: customercare@bajajallianz.co.in

If You are still not satisfied, You can approach the Insurance Ombudsman in the respective area for resolving the issue. The contact details of the Ombudsman offices are mentioned below:

Office of the Ombudsman	Name of the Ombudsman	Contact Details	Areas of Jurisdiction	CV of the Ombudsman
AHMEDABAD	Shri P. Ramamoorthy	Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C.U. Shah College, Ashram Road, AHMEDABAD-380 014. Tel.:- 079-27546840 Fax : 079-27546142 Email ins.omb@rediffmail.com	Gujarat , UT of Dadra & Nagar Haveli, Daman and Diu	CV of Shri P. Ramamoorthy
BHOPAL		Insurance Ombudsman, Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar,	Madhya Pradesh & Chhattisgarh	

		Opp. Airtel, Near New Market, BHOPAL(M.P.)-462 023. Tel.:- 0755-2569201 Fax : 0755-2769203 Email bimalokpalbhopal@airtelmail.in		
BHUBANESHWAR	Shri B. P. Parija	Insurance Ombudsman, Office of the Insurance Ombudsman, 62, Forest Park, BHUBANESHWAR-751 009. Tel.:- 0674-2596455 Fax : 0674-2596429 Email ioobbsr@dataone.in	Orissa	CV of Shri B. P. Parija
CHANDIGARH	Shri Manik Sonawane	Insurance Ombudsman, Office of the Insurance Ombudsman, S.C.O. No.101-103, 2nd Floor, Batra Building. Sector 17-D, CHANDIGARH-160 017. Tel.:- 0172-2706468 Fax : 0172-2708274 Email ombchd@yahoo.co.in	Punjab , Haryana, Himachal Pradesh, Jammu & Kashmir , UT of Chandigarh	CV of Shri Manik Sonawane
CHENNAI		Insurance Ombudsman,	Tamil	

		Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI-600 018. Tel.:- 044-24333668 /5284 Fax : 044-24333664 Email chennaiinsuranceombudsman@gmail.com	Nadu, UT-Pondicherry Town and Karaikal (which are part of UT of Pondicherry)	
NEW DELHI	Shri Surendra Pal Singh	Shri Surendra Pal Singh Insurance Ombudsman, Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI-110 002. Tel.:- 011-23239633 Fax : 011-23230858 Email iobdelraj@rediffmail.com	Delhi & Rajasthan	CV of Shri Surendra Pal Singh
GUWAHATI	Shri D. C. Choudhury	Shri D.C. Choudhury, Insurance Ombudsman, Office of the Insurance	Assam , Meghalaya , Manipur,	CV of Shri D. C. Choudhury

		Ombudsman, "Jeevan Nivesh", 5th Floor, Near Panbazar Overbridge, S.S. Road, GUWAHATI-781 001 (ASSAM). Tel.:- 0361-2132204/5 Fax : 0361-2732937 Email ombudsmanghy@rediffmail.com	Mizoram, Arunachal Pradesh, Nagaland and Tripura	
HYDERABAD		Insurance Ombudsman, Office of the Insurance Ombudsman, 6-2-46, 1st Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, HYDERABAD-500 004. Tel : 040-65504123 Fax: 040-23376599 Email insombudhyd@gmail.com	Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry	
KOCHI	Shri R. Jyothindrana than	Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, ERNAKULAM-682 015. Tel : 0484-2358759	Kerala , UT of (a) Lakshadweep , (b) Mahe – a part of UT of Pondicherry	CV of Shri R. Jyothindrana than

		Fax : 0484-2359336 Email iokochi@asianetindia.com		
KOLKATA	Ms. Manika Datta	Ms. Manika Datta Insurance Ombudsman, Office of the Insurance Ombudsman, 4th Floor, Hindusthan Bldg. Annexe, 4, C.R.Avenue, Kolkatta - 700 072. Tel: 033 22124346/(40) Fax: 033 22124341 Email:iombsbpa@bsnl.in	West Bengal , Bihar , Jharkhand and UT of Andaman & Nicobar Islands , Sikkim	CV of Ms. Manika Datta
LUCKNOW	Shri G. B. Pande	Insurance Ombudsman, Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6th Floor, Nawal Kishore Road, Hazaratganj, LUCKNOW-226 001. Tel : 0522 -2231331 Fax : 0522-2231310 Email insombudsman@rediffmail.com	Uttar Pradesh and Uttaranchal	CV of Shri G. B. Pande

MUMBAI		Insurance Ombudsman, Office of the Insurance Ombudsman, S.V. Road, Santacruz(W), MUMBAI-400 054. Tel : 022-26106928 Fax : 022-26106052 Email ombudsmanmumbai@gmail.com	Maharasht ra , Goa	
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26106980

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The Secretary

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