



# युनाइटेड इंडिया इन्श्योरेंस कं. लि.

पंजीकृत एवं प्रधान कार्यालय : युनाइटेड इंडिया हाऊस, 24, वाइट्स रोड, चेन्नई - 600 014.

**UNITED INDIA INSURANCE CO. LTD.**

Regd. & Head Office . United India House, 24, Whites Road, CHENNAI-600 014.

## 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.

**UIN:IRDA/NL-HLT/UII/P-H/V.I/389/13-14**

## **OVERSEAS MEDICLAIM POLICY**

### **PLAN - (BUSINESS & HOLIDAY)**

WHEREAS THE INSURED PERSON is designated in the Policy Schedule here to having by a proposal and declaration (and Medical History and Physician's Report and certificate, if any) which shall be the basis of the contract and shall be deemed to be incorporated therein, applied to United India Insurance Company Limited (hereinafter called the insurers) for the insurance hereinafter set forth and having paid the premium for the insurance specified hereinafter for the number of days stated in the Policy Schedule.

Now this policy provides as follows:

### **DEFINITIONS :**

The following definitions apply throughout this insurance :

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

**APRIL** is APRIL USA ASSISTANCE INC., who provides emergency assistance and claims administration services. Their address is 11900 Biscayne BLVD # 600, Miami, FI33181, USA.

**HERITAGE** is Heritage Health Services Private Limited, who provides assistance to the insured person whilst in India. Their registered & head office address is McLeod House, 3, Netaji Subhas Road, Kolkata – 700 001, Tel.: (033) 248 2411 Fax: (033) 248 0482, Email: hftl.calcutta@vsnl.com, The frontline office address is Elite Auto House, 54-A Ground floor (rear side), Next to Crisil House, Chakala, Andheri-Kurla Road, Andheri (East), Mumbai - 400093, India, Tel.: (022) 61273891/92/93, Fax: (022) 61273890, Email: heritagehealth@vsnl.net

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

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

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

**PERMANENT TOTAL DISABLEMENT** means a condition wherein the insured person is permanently, totally and absolutely disabled from engaging in any employment or occupation of whatsoever description.

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

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

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

#### **PERIOD OF INSURANCE**

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

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

When injury/illness accident covered under this policy is contracted during policy period and treatment for the same commences during the period and continues beyond the expiry date of this policy, only emergency expenses would be paid up to 45 days from the date of expiry of the policy provided the insured person is medically incapable of travel. 'APRIL' 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 in cases where a journey is not undertaken and /or early completion of journey and ONLY on

production of the Insured person's PASSPORT as a proof that the journey has not been undertaken and/or a documentary proof of early completion of journey. Any request for cancellation will be not entertained within 14 days and beyond 30 days from the First Day of Insurance where a journey is not undertaken as indicated in the policy schedule. For early completion of journey request for cancellation shall be made within 14 days of return from trip covered under the policy

- a. In case a journey not undertaken cancellation will be subject to deduction of cancellation charges by the underwriters as applicable.
  - b. In case of early completion of journey the premium as per the table chargeable for the journey period applicable to the trip band will be retained. For this purpose the minimum balance period should not be less than 14 days. The refund of premium under this clause shall be subject to no claim made or preferred under the policy.
2. It is a condition precedent to liability hereunder that in the event of any occurrence likely to give rise to a claim under this Insurance, that the Insured Person, or his representative, must notify 'APRIL ' immediately. The Insured person or his representative should quote 'APRIL ' as much information concerning the illness, accident or occurrence as is available, including the name of the treating doctor, name and telephone number of the hospital, the OMP policy number and its date of issue.

For minor claims exceeding deductible, 'APRIL ' / '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 'APRIL ' / 'Heritage', clearly stating under which section of this policy a claim is being made. Please note that if medical treatment has been received, medical certificates showing the nature of the injury or illness together with all bills, and receipts if already paid, should be forwarded to 'APRIL ' / 'Heritage'.

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

3. Insurers shall be fully and completely subrogated to the rights of the Insured Person against parties who may be liable to provide indemnity or make a contribution in respect of any matter which is the subject of a claim under this insurance .The Insured Person further agrees to co- operate fully with insurers in seeking such indemnity or contribution including where appropriate, insurers instituting proceedings at their own expense against such parties in the name of the Insured Person.
4. The Insurers may require the Insured Person to furnish at his own expense all certificates, information, proofs or other evidence of claims. The insurers may approach any physician who may have treated the Insured Person, and the Insured Person must co- operate in this respect.
5. No person shall admit liability or make any offer or promise of payment without the express written consent of the Insurers / APRIL .

6. The Insured Person shall take all reasonable and proper care to safeguard against accident or illness or loss of or damage to his property, as if this insurance was not in force. Failure to do so will prejudice the Insured Person's claim under this insurance.
7. The Insured Person may not transfer his interest in this insurance. However, the legal representatives of the Insured Person shall have the right to act for the Insured Person who is incapacitated or deceased.
8. This insurance does not operate beyond a period of 180 days continuous absence from the Republic of India unless specifically agreed by Insurers.
9. This policy and the Overseas Medclaim 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 Medclaim Policy and Schedule shall bear such specific meaning wherever it may appear.
10. **Dispute resolution clause and procedure :** This Contract of insurance includes the following dispute resolution procedure which is exclusive and a material part of this Contract of Insurance.
  - a. **Nature of coverage :** This policy is not a general health insurance policy. Coverage under the medical expense section of this insurance is intended for use by the Insured person in the event of a sudden and unexpected sickness or accident arising when the insured person is outside the Republic of India.
  - b. **Pre-existing Exclusions :** This policy is not designed to provide an indemnity in respect of medical services, the need for which arises out of a pre-existing condition as defined below in General Condition 10 (c).
  - c. **Pre-existing condition :** Any sickness for which the Insured Person has taken medical treatment at any time prior to the commencement of travel.
  - d. **Prior Consultation :** Any medical services or series of services with a cost of greater than **US\$ 100** shall not be covered by this policy unless the Insured Person consults with 'APRIL ' in the manner set out in the General Condition number 2.
  - e. **Choice of Law :** The parties to this insurance policy expressly agree that the laws of the Republic Of India shall govern the validity, construction, interpretation and effect of this policy.
11. **Arbitration :** 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 the decision of a sole arbitrator to be appointed 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 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 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 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.

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.

12. Any claim under this policy that is fraudulent, or if fraudulent means are used to secure payment of benefits under this policy, then such action shall render this policy null and void and all claims hereunder shall be forfeited.
13. In the event of the Insured Person's death, Insurers shall have the right to carry out a post mortem at their expenses.
14. Any claim which has not been conclusively proven and the amount thereof substantiated shall not be payable.

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

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

- b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
6. No claim will be paid which arises from the Insured person engaging in Air Travel unless he or she flies as a passenger on an aircraft properly licensed to carry passengers. For the purpose of this exclusion, Air Travel means being in or on, or boarding an aircraft for the purpose of flying therein or alighting therefrom following a flight.
7. No claim will be paid arising from the participation of the Insured person in winter sports, mountaineering (where ropes or guides are customarily used), riding or driving in races or rallies, caving or potholing, hunting or equestrian, skew diving or other underwater activity, rafting or canoeing involving white water rapids, yachting or boating outside coastal waters (2 miles). Further no claim will be paid in case Insured Person participates in professional sports or any other hazardous sports. The claim is neither payable if arises from participation in potentially dangerous sports for which the Insured Person is either untrained, or physically unfit or using improper equipment.
8. No claim will be paid for losses arising from accidents on two wheeled motorised vehicles unless at the time of the accident the driver is dully qualified, is in possession of a current full International driving license and the insured person is wearing a safety crash helmet, or losses arising from accidents on two wheeled motorised vehicles over 50 cc.
9. No claims will be paid for losses arising directly or indirectly from manual work or hazardous occupation, self exposure to needless peril (except in an attempt to save human life), or if engaging in any criminal or illegal act.

#### **SECTION A – MEDICAL EXPENSES AND REPATRIATION**

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

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

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

**Covered expenses :**

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

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

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

1. Medical, dental and transportation related claims will not be paid except at the usual customary and reasonable level of charges for such services;
2. All medical evacuation or transportation of remains must be approved in advance by 'APRIL' 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.
10. This policy is not a general health insurance policy. Coverage under this section 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.

### **SECTION B – PERSONAL ACCIDENT**

This insurance will pay as hereinafter mentioned :

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

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

No claim will be paid for:

1. More than US \$ 2,000 in respect of death if the insured person's age is under 16 years; to be calculated at the time of effecting 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 IN 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 in Baggage, as defined. The insurers reserve the right to replace or pay the intrinsic value of any lost article.

*Specific Conditions:*

1. The amount payable in respect of any one article, pair or set is limited to the amount stated in the Schedule.

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

#### **SECTION D – DELAY OF CHECKED IN BAGGAGE**

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

Specific Conditions :

1. A non-delivery certificate must be obtained immediately from the airline, which must be submitted to 'APRIL' 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 or duplicate / fresh Passport in lieu of lost passport outside India.

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

No claims shall be paid for :

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

## **SECTION F – PERSONAL LIABILITY**

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

Specific Conditions :

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

## PLAN – EMPLOYMENT & STUDIES

WHEREAS the Insured Person designated in the Identification and Schedule hereto having by a proposal and declaration (and Medical History and Physician's Report and Certificate, if any) which shall be the basis of the contract and shall be deemed to be incorporated therein, applied to The United India 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 period stated in the Identification and Schedule.

Now this policy provides as follows:

### DEFINITIONS:

The following definitions apply throughout this insurance:

- 1.1 **Country of Posting or Study** means the country where the Insured Person is temporarily residing outside India, having been posted by their Indian Employer to work in that country or for the purpose of furthering his/her education or solely engaged in research projects.
- 1.2 **“Covered Injury”** means accidental bodily injury occurring to an Insured Person while insured under this Insurance, which is the direct and independent cause of the claim being made under this Insurance. The term “Covered Injury” does not include any injury (or complications arising from any injury), which existed or for which a Licensed Physician was consulted or for which treatment or medication was received prior to the effective date of this insurance.
- 1.3 **“Covered Sickness”** means sickness or disease contracted by an insured person which first reveals itself by symptoms while insured under this insurance. The term “Covered Sickness” does not include any sickness or disease (or complications arising from any sickness or disease), which had its origin or for which a Licensed Physician was consulted or for which treatment or medication was received prior to the effective date of this Insurance.
- 1.4 **“Pre-existing condition”** means any sickness / illness which existed prior to the effective date of this Insurance. Pre-existing condition also means any sickness or its symptoms, which existed prior to the effective date of this Insurance, whether or not the Insured Person had knowledge that the symptoms were related to the sickness. Complications arising from a pre-existing condition will be considered part of that pre-existing condition. : **Any sickness for which the Insured Person has taken medical treatment at any time prior to the commencement of travel**
- 1.5 **“Licensed Physician”** means any person who is recognized by the laws of the jurisdiction in which the treatment is received and qualified to treat the injury or illness resulting in the expenses for which a claim is made except the following persons:-
  1. The Insured Person.
  2. A person who is a member of the Insured Person's Family.
  3. A person contacted by the Insured Person or his agents prior to the commencement date of this policy.
  4. Licensed or unlicensed acupuncturists, physicians employing herbal medicine, massage therapists, and the like.

**“You” or “Insured Person”** means any eligible person. All such persons' completed Proposal Forms and related documentation must be on file with Insurers and the Claims Administrator.

- 1.6 **“Covered Expenses”** will be the reasonable and customary fees, charges for unavoidable, necessary medical services, supplies and treatments authorized by a Licensed Physician and approved by the Claims Administrator incurred outside the Republic of India only (see Exclusion 5.9), subject to the conditions and exclusions of this Insurance. Expenses in respect of drugs and medication require written prescription of a physician and must be dispensed by a licensed Pharmacist.
- 1.7 **“Mental, Nervous, Emotional Disorder”** means neurosis, psychoneurosis, psychosis or mental or nervous disease or disorder of any kind.
- 1.8 **“Hospital”** means an institution which:
  1. **operates as a hospital pursuant to law for the care and treatment of sick or injured persons as inpatients.**
  2. provides 24 hour nursing service by registered nurses on duty or call.

3. has a staff of one or more licensed Physicians available at all times.
4. provides organized facilities for diagnosis, treatment and surgery; either:
  - (i) on its premises; or
  - (ii) in facilities available to it, on a pre-arranged basis; and
5. is not primarily a nursing, rest, convalescent home or similar establishment or any separate ward, wing or section of a hospital used as such.

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

1.10 **“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..

1.11 **“Claims Administrators”** means April USA Assistance Inc, 11900 Biscayne Blvd # 600, Miami, FI 33181, USA who have been appointed by Insurers to administer claims. It is mutually agreed that the Claims Administrators may employ “Case Management” techniques where appropriate, to ensure control of claims costs.

## 2.0 PERIOD OF INSURANCE

- 2.1 (a) Effective Date of Insurance: The Insurance of an Insured Person will become effective on the later of:
- (i) Effective Time and Date of this Insurance for which premium has been paid;
- Or
- (ii) the time and date the Insured Person departs from India to travel to the Country of Posting or Study, provided that the scheduled arrival in the Country of Posting or Study is no more than 48 hours later than the Insured Person’s departure from India. In the event that there is an unexpected delay to the flight, the 48 hour period will be extended until such time as the flight arrives in the Country of Posting or Study.
- 2.2 (b) Termination of Insurance: The Insurance of an Insured Person will terminate on the earliest of:
- (i) twelve months from the date the Policy commences
  - (ii) 12.01 A.M. of the Expiry Date of this Insurance for which premium has been paid;
  - (iii) the date the Insured Person ceases to meet the definition of “Insured Person” and the Rules of Eligibility;
  - (iv) Except as provided for under TERRITORIAL LIMITATION and Exclusions 5.9 the date the Insured Person arrives in India from the Country of Posting or Study, provided that the scheduled arrival in India is no more than 48 hours later than the Insured Person’s departure from the country of posting or study. In the event that there is an unexpected delay to the flight, the 48 hour period will be extended until such time as the flight arrives in India.

## 3.0 SCHEDULE OF INDEMNIFIED EXPENSES & BENEFIT

### 3.1 Section 1. Medical

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

### 3.2 Sub Section A

Medical Accident and Sickness Expenses when as a result of a Covered Injury or Covered Sickness, an Insured Person incurs Covered Expenses (see “Definitions”) upon the recommendation and approval of a Licensed Physician endorsed by the Claims Administrator, the Insurers will pay the amount of the Covered Expenses actually incurred up to (a), (b), or (c) whichever first occurs:

- (a) The maximum dollar amount stated in the policy; or
- (b) 52 weeks after the onset of the Covered Injury or Covered Sickness; or
- (c) 12 weeks after the expiry date of the Insurance.

Coverage for mental, nervous and emotional disorders is limited to 30 days continuous in-hospital expenses only and this Insurance will be limited to only 50% of such expenses. Medical Evacuation from the Country of Posting or Study will terminate any further coverage under this Sub-section except as granted under Sub-section B below.

### 3.3 Sub Section B

Medical Evacuation Expenses when as a result of a Covered Injury or Covered Sickness, an Insured Person is hospitalized the Insurers will pay upon the recommendation and prior approval of the attending Licensed Physician and the Claims Administrator of this Insurance for the evacuation of the Insured Person to India. In the event that the Insured Person is evacuated to India the Insurers will pay Medical Accident and Sickness Expenses in India, as provided under Sub-Section A above and in addition but within the overall limit of US \$ 1,50,000 the reasonable and necessary Travel Expenses and Evacuation costs of the Insured Person’s spouse and children also insured under this policy and residing with him up to a limit of US \$10,000 any one family. To be a valid claim such expenses and costs must meet with the prior approval of the Claims Administrator.

### 3.4 Sub Section C

Repatriation (Preparation and Transportation of Remains) and Alternative Expenses:- In the event of the death of an Insured Person while insured under this Insurance, the Insurers will pay the actual expense incurred for preparation and transportation to India of the remains of the Insured Person (in accordance with the applicable international requirements) or Funeral Expenses incurred in the Country of Posting or Study if this alternative is deemed appropriate but not to exceed US \$ 10,000 in total. All Expenses must be approved by the Claims Administrator of this Insurance before the remains are prepared for transportation or Funeral.

### 3.5 Sub Section D

Medical Emergency Reunion Expenses up to US \$ 5,000 in all when as a result of a Covered Injury or Covered Sickness an Insured Person is hospitalized and it is agreed by all parties that the Insured Person should be medically Evacuated to India as soon as possible Insurer will pay

upon the recommendation and prior approval of the Claims Administrator the following expenses detailed below incurred i.r.o. travel by the mother or father or guardian or spouse or adult child.

- a) The cost of an Economy Air Ticket for 1 person from India to the Airport serving the area where the Insured Person is hospitalized and return to India.
- b) Reasonable travel and accommodation expenses incurred in relation to the Emergency reunion.

Provided the Insured Person:-

- a) Is due to be Medically Evacuated under the terms of this policy within 5 days of the commencement of travel by the Relative who will return with the Insured Person to India.
- b) Is so seriously ill that postponement of the proposed Medical Evacuation is necessary but the Attending Licensed Physician recommends the presence of a relative, but the period of the Emergency Reunion not to exceed 10 days including Travel.

#### 4.0 Section2. Contingency Insurance (Applicable to Sponsored Students only)

4.1 In the event that it is mutually agreed the Insured Person is unable to continue to complete his course of studies in the Country of Study (the details of which are declared in the proposal form) due to Covered Injury or Covered Sickness first occurring in the Country of Study resulting in:-

- a) Death, or
- b) Loss of Entire Sight of either or both Eyes, or
- c) Permanent Total Disablement, and is Medically Evacuated under Section 1(B) above or a valid claim is payable under Section 1(C).

This insurance will pay by way of recompense a benefit to the Nominated Sponsor who has provided financial support to the Insured Person as regards the Insured Period of study Overseas and is declared in the proposal form, at a rate of US \$ 750 Capital Sum for each month of study completed during the Period of Insurance stated in the Schedule of Insurance hereto.

In the event that the Insured Person is unable to continue to complete his course of studies due to mental, nervous or emotional disorder the Benefit payable hereunder is limited to 25 % of the amount due. No benefit will be payable hereunder in the event that the Educationalist running the Insured Person's course of study considers that the Insured Person's performance on and his attitude to the studies were unsatisfactory.

#### 5.0 EXCLUSIONS

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

5.2 No claim will be paid where, at the time of taking out this Insurance the Insured Person:

- (a) is on a waiting list for treatment;
- (b) has travelled for the purpose of obtaining treatment;
- (c) has received a terminal prognosis;
- (d) has travelled to the Country of Posting or Study against the advice of a Physician;
- (e) is over 60 years of age unless specifically endorsed hereon.

5.3 This insurance will not cover:

- (a) Any claim for temporomandibular joint dysfunction and dental treatment except when as the direct result of a Covered Injury. Benefits will be limited to \$ 100 per natural tooth subject to a maximum of \$ 500 per injury;
- (b) Any claim in respect of the treatment of congenital conditions or the costs of cosmetic surgery except when necessitated by a Covered Injury to the Insured Person. Correction of deviated nasal septum will not be covered under this Insurance unless it results from an injury which occurred after the Insured Person became insured under this Insurance;
- (c) Any claim arising from intentionally self-inflicted injury, suicide or attempted suicide, the influence of alcohol or intoxicants, the use of drugs except as prescribed by a Licensed Physician;
- (d) Loss, damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power. Nor loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- (e) Any claim arising from travelling in any aircraft other than as a fare paying passenger in an aircraft licensed for the transportation of passengers;
- (f) Any claim in respect of examinations for, or prescriptions of eye glasses or hearing aids;
- (g) Expenses not recommended and approved as necessary and reasonable by the attending Licensed Physician;
- (h) Any claim in respect of treatment by a chiropractor unless prescribed by a medical doctor (M.D.); in any event this insurance will not cover expenses incurred for outpatient treatment in connection with the detection or correction by manual or mechanical means of structural imbalance, distortion or subluxation in the human body for purposes of removing nerve interference as a result of or related to distortion, misalignment or subluxation of or in the vertebral column.
- (i) Any claim arising from participation in any sport which involves deliberate physical contact between the players. This exclusion shall also apply to competitive matches and games and training, and any claim arising from winter sports or mountaineering.
- (j) Expenses incurred as a result of diagnostic investigation or medical treatment in connection with infertility;
- (k) Any claim for Medical Expenses incurred in respect of week-end admissions except where due to an emergency;
- (l) Any claim for Diagnostic X-ray and laboratory examination including physical or other examination which do not relate to a medically diagnosed illness or injury.
- (m) Any claim for professional services rendered by a member of the Insured Person's family or any one who lives with the Insured Person.

- (n) Any claim for expenses in excess of usual reasonable and customary charges.
- (o) The deductible which applies to each and every Covered Injury or Covered Illness stated in the Schedule of Insurance hereto except where the Insured Person consults first with the Licensed Physician of the Campus, College, School or Employers/Sponsors Medical Centre when the deductible as stated is reduced by US \$ 25.
- 5.4 This insurance will not cover medical expenses resulting from a motor vehicle accident if such expenses are recoverable
- (a) under other valid and collectible Insurance, including a “No-Fault” automobile Insurance contract; or
- (b) from parties who may be liable to provide indemnity or make contribution in respect thereto regardless of whether the Insured Person asserts his rights to obtain benefits from these sources.
- 5.5 This insurance will not cover pregnancy, including resulting childbirth, miscarriage, abortion or complication of any of these.
- 5.6 No section of this Policy shall apply in respect of, and this Policy does not cover, any claim arising directly or indirectly from any Injury, Illness, Death, Loss, Expense or other Liability attributable to HIV (Human Immunodeficiency Virus) and / or any HIV related illness including AIDS and / or any mutant derivatives or variations thereof however caused.
- 5.7 This Insurance will not cover expenses resulting from diagnosis or treatment of mental, nervous or emotional disorders, except while whilst conformed to hospital and then benefits are limited to 50% of Covered Expenses up to 30 continuous days hospitalization as an in-patient.
- 5.8 This Insurance will not cover any amount for which the Insured Person is entitled to benefits under a Workmens Compensation or Occupational Disease Law or any occupational benefit plan and/or other insurance or public assistance program (see General Conditions – Right of Subrogation)
- 5.9 This insurance will not cover any illness or accident or the cost of treatment for any illness or accident, occurring or incurred outside the Country of Posting or Study except in respect of Direct Journeys to and from and as set out in the Medical Evacuation Benefit (Sub-Section B) In the event that the Insured Person requires to return to India for holidays and / or family meetings for an uninterrupted period of less than 45 days, cover hereunder is extended to include such stay.
- 6.0 **GENERAL CONDITIONS:**
- 6.1 **CAMPUS COLLEGE SCHOOL OR EMPLOYERS / SPONSORS DOCTOR:**
- It is a condition of this insurance that if medical services are required the Insured Person consult first with the campus, college, school, or employers doctor in which event the first \$25 of the deductible is waived.
- 6.2 **HOSPITALISATION AND MAJOR MEDICAL INCIDENCE:**
- It is a condition of this insurance that in the event of hospitalisation prior consultation will take place with the CLAIMS ADMINISTRATORS , except in life/or organ threatening situations in which case immediate notification and consultation is required. In addition all Out Patient treatment, where the cost of the complete course of treatment may exceed \$500/- in all , must similarly be the subject of immediate consultation with the Claims Administrators (see Clauses prior Consultation and Claims Condition)
- 6.3 **ELIGIBILITY:**

This policy is valid only for Citizens of the Republic of India, who are temporarily residing in the Country of Posting or Study for the purpose of furthering their education or solely engaged in research projects and who are holders of an appropriate Student or are temporarily employed in a non manual role in the country of posting of study holding the appropriate Visa, having been posted to that Country by their Indian Employer. Unless specifically endorsed this policy is not valid if the Insured Person is a Citizen of the Country where posted or studying or has applied to become the same.

**6.4 ENTIRE CONTRACT:**

This policy together with the completed proposal form constitutes the entire contract between the parties. In addition all statements declarations and warranties made by the Insured Person shall be deemed representations and material facts.

**6.5 VISA STATUS:**

If at any time during the period of Insurance the Visa status of the Insured Person changes, the Insured Person must notify the Insurer or Claims Administrator in writing within 14 days. Any such change may render this Insurance void.

**6.6 NATURE OF COVERAGE:**

This policy is not a general health insurance policy. It is intended only for the use of the Insured Person in the event of a sudden and unexpected sickness or accident arising when the Insured is eligible (as defined) for cover under the Insurance.

**6.7 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)

**6.8 PRONOUNS:**

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

**6.9 CO-OPERATION:**

The Insured Person and the licensed physician will co-operate fully with the Claims Administrator including full right of access to all related medical documentation, reports and evidence both in the Country of Posting or Study and India.

**6.10 CASE MANAGEMENT:**

It is mutually agreed that the claims administrator is empowered to utilize case management techniques where appropriate to control claims costs and specifically to address the option of medical evacuation to India.

**6.11 RIGHTS OF SUBROGATION:**

Insurers shall be fully and completely subrogated to the rights of the Insured Person against parties who may be liable to provide indemnity or make a contribution in respect of any matter which is the subject of a claim under this Insurance. The Insured Person further agrees to co-operate fully with the Insurer and provide such information and documentation as required by the Insurer in order to collect and enforce its rights of subrogation. The Insurer may institute any proceedings at its own expense against such third parties in the name of the Insured Person.

6.12 **ASSIGNMENT:**

No assignment of benefits will be binding on the Insurer until copy of the assignment has been received by the Insurer or Claims Administrator. The insurer assumes no responsibility for the validity of the assignment. Any payment made in good faith will relieve the Insurer of its liability under the policy.

6.13 **DISPUTE RESOLUTION PROCEDURE:**

This contract of insurance includes the following dispute resolution procedure, which is exclusive and a material part of this contract of insurance.

6.14 **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.

6.15 **ARBITRATION:** 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 the decision of a sole arbitrator to be appointed 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 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 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 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.

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.

6.16 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.

6.17 In the event of the Insured Person's death, Insurers shall have the right to carry out a post mortem at their expenses.

6.18 Any claim which has not been conclusively proven and the amount thereof substantiated shall not be payable.

7.0 **CONDITIONS:**

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

7.1 The Insurers may require the Insured Person to furnish at his own expense all certificates, information, proofs or other evidence of claims. The Insurers may approach any physician who may have treated the Insured Person during the period of three years prior to the commencement of this Insurance, and the Insured Person must co-operate in this respect.

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

7.3 This policy and the Identification and Schedule shall be read together as one contract and any wording or expression to which a specific meaning has been attached in any part of this policy or the Identification and Schedule shall bear such specific meaning wherever it may appear.

8.0 **CLAIMS CONDITIONS:**

8.1 In the event that medical services are required the Insured Person shall where possible consult first within the campus, college, school or Employer's/ Sponsors' Doctor. In case of **Hospitalisation and out Patient treatment in excess of \$ 500** the Insured Person, his representative or the treating Licensed Physician will consult with the Claim Administrator prior to any medical services being purchased or delivered except in life threatening or organ threatening situations where the consultation must take place as soon as possible. In any event written advice together with relevant notes, documentation etc. in respect of any claim under this Insurance must be given to the Claims Administrator within 30 days after the date of diagnosis with respect to a claim which may be covered by this Insurance.

8.2 Benefits payable under this Insurance will be paid directly to the Insured Person who sustains the loss. However, all or any part of the benefits payable under this Insurance in respect of hospital, dental, nursing, medical or surgical services may at the Insurers option unless such Insured Person requests otherwise in writing not later than when filing proof of loss , be paid directly to the hospital or individuals rendering the services. Any benefit unpaid at such Insured Person's death will be paid to such Insured Person's estate.

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

Place:

Date:

For and on behalf of

**UNITED INDIA INSURANCE COMPANY LIMITED**

Duly Constituted Authority