

**THE NEW INDIA ASSURANCE COMPANY LIMITED**

Registered &amp; Head Office- 87, M.G. Road, Fort, Mumbai-400001.

**PRAVASI BHARTIYA BIMA YOJANA POLICY**

1.0 THE NEW INDIA ASSURANCE COMPANY LIMITED having its registered office at 87 Mahatma Gandhi Road, Fort, Mumbai, 400 001 do hereby agree to pay to the insured person as described in the schedule hereto, or his nominee / legal representative/s as the case may be, in consideration of the premium paid by the insured person as stated in the schedule, in respect of any of the perils insured against during the period of the policy as stated therein, and subject to the terms conditions and exclusions of the PRAVASI BHARTIYA BIMA YOJANA POLICY with respect to various sections of the policy as specified in the schedule and terms conditions and exclusions under individual Sections of the policy as contained herein, such amount as payable hereunder.

**2.0 GENERAL CONDITIONS**

2.1 Upon the happening of any event which may give rise to a claim under this Policy, the insured / assignee or authorized / legal representative(s) as the case may be, shall forthwith give notice thereof to the Company in writing, in the manner given below :

a) Personal accident claims under Section I of the policy and re-imbursment of repatriation/ transport expenses under Section II of the policy shall be lodged with the Policy issuing office of the company mentioned in the policy schedule.

b) Hospitalization claims under Section III of the policy shall be lodged with the policy issuing office, the address of which is mentioned in the policy schedule.

The insured / nominee shall thereafter within one month of the occurrence of the event, submit the claim form duly filled in all respects, signed and supported by documents relevant to the claim, to the Policy issuing office as stated below :

a) In case of death due to accident:

(i) Police Report confirming accidental death.

(ii) Post Mortem Report.

(iii) Certificate / Report from concerned Indian Embassy.

(iv) Duly attested copy of passport (all pages).

b) Permanent Total Disability -

(i) Medical records pertaining to treatment following the accident.

(ii) Disability certificate issued by the competent medical authority.

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

2.2 The insured / nominee or authorized / legal representative as the case may be, shall thereafter give all assistance and cooperation and furnish such information and documents depending on the nature of claim as may be sought by the Company, inter alia -

- a) Original insurance certificate / policy.
- b) Application form for compensation duly filled in all respects and signed by the claimant.
- c) Copy of passport (all pages) duly attested, if death occurs outside India.
- d) In case of permanent disability:
  - (i) Medical records pertaining to treatment following the accident.
  - (ii) Disability certificate issued by the competent medical authority.
- e) In case of death due to accident:
  - (i) Police Report confirming accidental death.
  - (ii) Post Mortem Report.
  - (iii) Certificate / Report from concerned Indian Embassy.
- f) In case of permanent total disability, the insured person shall, if the Company so desires, also present himself / herself for examination before a medical practitioner to be deputed by the Company to assess the extent of disability suffered by the insured.
- g) In case of claim under legal expenses:
  - (i) reasons for litigation relating to his./her employment duly certified by the appropriate Ministry of that country.
  - (ii) Actual expenses incurred duly certified by the concerned Indian Mission/Post.

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

2.4 If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to 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 hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this policy.

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

2.5 If the Company shall disclaim liability to the insured for any claim hereunder and if the insured shall not within 12 calendar months from the date of receipt of the notice of such disclaimer notify the Company in writing that he does not accept such disclaimer and intends to recover his claim from the Company then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

2.6 The Company shall not be liable to make any payment under this policy in respect of any claim if such claim be in any manner fraudulent or supported by any fraudulent means or device

whether by the insured person or by any other person acting on his behalf. Non co-operation by the insured will nullify the cover under the policy issued.

- 2.7 The company may allow cancellation of the policy only in case where a journey is not undertaken subject to production of the original passport as a proof. The company will retain Rs. 101/- as cancellation charges.
- 2.8 Policy disputes Clause : Any dispute concerning the interpretation of the terms conditions limitations and/or exclusions contained herein is understood and agreed to by both the Insured and Company to be subject to India Law. Each party agree to submit to the jurisdiction of any Court of competent jurisdiction within India and to comply with all requirements necessary to give such Court of jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

### **3.0 SECTION – I : PERSONAL ACCIDENT BENEFITS**

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

- a) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the death of the insured, the Capital Sum Insured (CSI) of Rs.10.00 lacs.
- b) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of :
  - (i) Sight of both eyes, or of the actual loss by physical separation of two entire hands or two entire feet, or of one entire hand and one entire foot, or of such loss of sight of one eye and such loss of one entire hand or one entire foot, the Capital Sum Insured of Rs.10.00 lacs.
  - (ii) Use of two hands or two feet, or of one hand or one foot, or of such loss of sight of one eye and such loss of use of one hand or one foot, the Capital Sum insured of Rs.10.00 lacs.
- (iii) If such injury shall, as a direct consequence thereof, immediately, permanently, totally and absolutely, disable the insured person, loss of employment while in employment abroad then a lump sum equal to 100% of the Capital Sum Insured.
- c) In the event of death or permanent disability due to any accident/physical injury sustained whilst in employment abroad, the Insurance Company shall reimburse the sum assured even after the expiry of the policy, provided the accident occurred during the currency of the Insurance Cover and claim in this regard is filed within twelve calendar months from the date of accident.

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

## **4.0 SPECIAL ADD ON BENEFIT**

### **4.1 FAMILY COVER**

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

## **5.0 EXCEPTIONS**

### **5.1 PROVIDED ALWAYS THAT :**

The Company shall not be liable under this Policy for :

- a) Any payment in case of more than one claim under the Policy during any one period of insurance by which the maximum liability of the Company in that period would exceed the capital sum insured under the Policy.
- b) Payment of compensation in respect of death or disablement of the insured person (a) from intentional self-injury, suicide or attempted suicide, (b) whilst under the influence of intoxicating liquor or drugs, (c) whilst engaging in Aviation or Ballooning whilst mounting into, dismounting from or traveling in any balloon or aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world, (d) directly or indirectly caused by venereal diseases, Aids or insanity, (e) arising or resulting from the insured person committing any breach of law with criminal intent.  
Standard type of Aircraft means any aircraft duly licensed to carry passengers (for hire or otherwise) by appropriate authority irrespective of whether such an aircraft is privately owned OR chartered OR operated by a regular airline OR whether such an aircraft has a single engine or multi engines.
- c) Payment of compensation in respect of Death, Injury or Disablement of the insured person due to or arising out of or traceable to : War, Invasion, Act of foreign enemy, Hostilities (whether war be declared or not), threat of war or civil strife in the country of employment and/ or in the neighbouring country / region, Civil War, Rebellion, Revolution, Insurrection, Mutiny, Military or Usurped Power Seizure, Capture, Arrests, Restraints and Detainments by kings, princes and people of whatever nation, condition or nature.
- d) Payment of Compensation in respect of death of, or bodily injury or any disease or illness to the insured person :
  - (i) directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception, combustion shall include any self-sustaining process of nuclear fission.
  - (ii) directly or indirectly caused by or contributed to by or arising from nuclear weapon material.
  - (iii) The total and irrecoverable loss of:

- (a) The sight of one eye, or of the actual loss by physical separation of one entire hand or one entire foot.
- (b) Total and irrecoverable loss of use of a hand or a foot without physical separation.

PROVIDED also that due observance and fulfillment of the terms and conditions of this Policy (which conditions and all endorsements thereon are to be read as part of this Policy) shall so far as they relate to any thing to be done or not to be done by the insured be a condition precedent to any liability of the company under this Policy.

- e) **Pregnancy Exclusion Clause :** The insurance under this Policy shall not extend or cover death or disablement resulting directly or indirectly caused by contributed to or aggravated or prolonged by childbirth or from pregnancy or in consequence thereof.

## **6.0 SECTION – II :**

### **(A) RE-IMBURSEMENT OF REPATRIATION / TRANSPORT EXPENSES**

#### **6.1 SCOPE OF COVER :**

A) In the case of death, besides the cost of transporting the dead body, the cost incurred on economy class return airfare of one attendant shall also be re-imbursed by the Insurance Company. The claim for re-imburement shall be filed with the insurance company within Ninety days of completion of journey.

B) In the event of death or permanent disability due to any accident/physical injury sustained while in employment abroad, the insurance company shall reimburse the sum assured even after expiry of the insurance policy provided the accident occurred during currency of the insurance cover and claim in this regard is filed within 12 calendar months from the date of the accident.

C) If the insured persons falls sick or is declared medically unfit to commence or continue or resume working and the service contract is terminated by the foreign employer within the first twelve months of taking the insurance cover, the actual one-way Economy Class airfare shall be re-imbursed by the Insurance Company provided the grounds for repatriation are certified by the concerned Indian Mission/Post and the Air tickets are submitted in original.

D) On arrival at his work place or destination abroad, if the emigrant worker is not received by the employer, or if there is any substantive change in the job/employment contract.agreement to the disadvantage of the insured person, or if the employment is prematurely terminated within the period of employment for no fault of the emigrant, the insurance company shall reimburse one way Economy Class airfare provided the grounds for repatriation are certified by the concerned Indian Mission/Post and the Air-tickets are submitted in original.

E) In cases where the repatriation is arranged by the Indian Mission/Post, the Insurance Company shall re-imburse the actual expenses to the concerned Indian Mission/Post.

## **6.2 EXCLUSIONS**

The Company shall not be liable to make any payment under this sub-section of the Policy if the repatriation of the insured person is on account of –

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

## **6.3. GENERAL EXCEPTIONS**

PROVIDED ALWAYS THAT :

The Company shall not be liable under this Policy for :

- a) Any repatriation charges / deportation expenses necessitated by termination of contract of the insured if such expenses are to be borne by the employer as per employment contract.
- b) Any repatriation charges / transportation expenses necessitated by termination of contract of the insured and consequent deportation on account of misconduct, commission of any criminal offence, etc.
- c) Clauses (a) to (e) of the exceptions under Section I shall apply *mutatis mutandis* to this Section to the extent applicable.

## **7.0 SECTION – III : HOSPITALISATION COVER**

### **7.1 SCOPE OF COVER**

If at any time during currency of this policy, the insured person whilst stay abroad shall contract any disease or suffer from any illness or sustain any bodily injury through accident and if such disease or injury shall require any such insured person, upon the advice of a duly qualified medical practitioner or duly qualified surgeon to incur hospitalization expenses for medical / surgical treatment at any nursing home / hospital in India as an inpatient, the Company will pay to the insured person / his nominee / legal representatives as the case may be, the amount of such expenses as are reasonably and necessarily incurred in India in respect thereof by or on behalf of such person maximum upto Rs.75,000/- in Indian currency only. The Cashless hospitalization benefit can also be provided if treatment is taken in India.

### **7.2 DEFINITIONS :**

**7.3 HOSPITAL / NURSING HOME** means any Institution in India established for indoor care and treatment of sickness and injuries and which

**Either**

- a) has been registered either as a Hospital or Nursing Home with the local authorities and is under the supervision of a registered and qualified Medical Practitioner.

**OR**

- b) Should comply with minimum criteria as under :-

- (i) It should have atleast 15 in-patient Beds. In Class 'C' towns condition of minimum number of beds would be 10.
- (ii) Fully equipped operation theatre of its own wherever surgical operations are carried out.
- (iii) Fully qualified Nursing Staff under its employment round the clock.
- (iv) Fully qualified Doctor(s) should be incharge round the clock.

The term "**HOSPITAL / NURSING HOME**" shall not include an establishment which is a place of rest, a place for the aged, a place for drug-addicts or place for alcoholics, a hotel or a similar place.

**7.4** Expenses on Hospitalization for minimum period of 24 hours are admissible. However, this time limit will not apply for specific treatments i.e. Dialysis, Chemotherapy, Radiotherapy, Eye Surgery, Dental Surgery, Lithotripsy (Kidney stone removal), Tonsillectomy D&C taken in the Hospital / Nursing Home and the insured is discharged on the same day, the treatment will be considered to be taken under Hospitalisation Benefit. Further this condition will also not apply in case of stay in hospital of less than 24 hours under any of the following circumstances.

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

**7.5 EXCLUSIONS :**

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

- a) During the first year of the operation of insurance cover, the expenses on treatment of diseases such as Cataract, Benign Prostatic Hypertrophy, Hysterectomy for Menorrhagia or Fibromyoma, Hernia, Hydrocele, Congenital Internal Disease, Fistula in anus, Piles, Sinusitis and related disorders are not payable. Hysterectomy for Menorrhagia or Fibromyoma, Hernia, Hydrocele, Congenital Internal Disease, Fistula in anus, Piles, Sinusitis and related disorders are not payable.
- b) Injury or disease directly or indirectly caused by or arising from or attributable to War, Invasion, Act of Foreign Enemy, War like operations (whether war be declared or not).
- c) Circumcision unless necessary for treatment of a disease not excluded hereunder or as may be necessitated due to an accident, Vaccination or inoculation or cosmetic or

aesthetic treatment of any description, plastic surgery other than as may be necessitated due to an accident or as a part of any illness.

- d) Cost of spectacles and contact lenses, hearing aids.
- e) External Medical Equipment of any kind used at home as post hospitalization care including cost of instrument used in treatment of sleep apnea syndrome (C.P.A.P.) and continuous Peritoneal Ambulatory dialysis (C.P.A.D.) and Oxygen Concentrator for Bronchial asthmatic condition.
- f) Any dental treatment or surgery which is a corrective, cosmetic or aesthetic procedure, including wear and tear, unless arising from disease or injury and which requires hospitalization for treatment.
- g) Convalescence, general debility, Run-down condition or rest cure, congenital external disease or defects of anomalies, sterility, venereal disease, intentional self-injury and use of intoxicating drugs / alcohol.
- h) All expenses arising out of any condition directly or indirectly caused to or associated with Human T-Cell Lymphotropic Virus type III (HTLV-III) or Lymphadenopathy Associated Virus (LAV) or the Mutants Derivative or Variations Deficiency syndrome or any Syndrome or any condition of a similar kind commonly referred to as AIDS.
- i) Charges incurred at Hospital or Nursing Home primarily for diagnostic, x-ray or laboratory examinations not consistent with or incidental to the diagnosis and treatment of the positive existence or presence of any ailment, sickness or injury, for which confinement is required at a Hospital / Nursing Home.
- j) Expenses on vitamins and tonics unless forming part of treatment for injury or disease as certified by the attending physician.
- k) Injury or Disease directly or indirectly caused by or contributed to by nuclear weapons / materials.
- l) Voluntary medical termination of pregnancy.
- m) Naturopathy Treatment.

## **8.0 OTHER EXTENSION:**

### **8.1 MATERNITY BENEFIT**

The insurance under this policy shall also provide maternity benefits to women emigrants, subject to a maximum cover of twenty five thousand rupees. In case of medical treatment in the country of employment, the maternity benefits would be provided only if the requisite documents are certified by the concerned Indian Mission/Post. The reimbursement shall be restricted to actuals.

### **8.2 MATERNITY EXPENSES BENEFIT** means treatment taken in

Hospital / Nursing Home arising from or traceable to pregnancy, childbirth including normal Caesarean Section.



### **8.3 SPECIAL CONDITIONS APPLICABLE TO MATERNITY EXPENSES BENEFIT EXTENSION:**

- a) These Benefits are admissible if the expenses are incurred in Hospital / Nursing Home as in-patients in India only.
- b) Pre-natal and post-natal expenses are not covered unless admitted in Hospital / Nursing Home and treatment is taken there.

### **9.0 SECTION IV – LEGAL EXPENSES**

The Policy is extended to cover legal expenses incurred upto Rs.30,000/- or actuals in connection with any litigation relating to his/her employment, provided the necessity of filing such case is certified by the appropriate Ministry of that country. The actual expenses incurred will be certified by the concerned Indian Mission/Post.

### **10.0 NOTICE OF CLAIM**

- 10.1** Preliminary notice of claim with particulars relating to policy numbers, name of insured person in respect of whom claim is made, nature of illness/injury and Name and Address of the attending medical practitioner/Hospital/Nursing Home should be given to the Policy issuing Office within 7 days from the date of hospitalization.
- 10.2** Final claim alongwith hospital receipted original Bills/Cash memos, claim form and list of documents as listed in the claim form etc. should be submitted to the Policy issuing Office not later than 30 days of discharge from the hospital. Also give the Company such additional information and assistance as the company may require in dealing with the claim.

### **11.0 PAYMENT OF CLAIM**

All admissible claims should be payable in Indian Currency only.