

Prospectus of FED ORIENTAL PRAVASI POLICY

THE ORIENTAL INSURANCE COMPANY LIMITED

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

This insurance scheme is available to all Indians Citizens who apply for and obtain an emigration clearance as required under the Emigrant Act, 1983 (31 of 1983) between the age group of 18-60 years whilst stay abroad for the purpose of employment only, for the period of cover as stated in the schedule to the policy.

DEFINITION OF EMIGRANT:

Emigrant means any citizen of India who intends to emigrate or emigrates or has emigrated but does not include

- a) a dependent of an emigrant whether such dependent accompanies that emigrant or departs subsequently for the purpose of joining that emigrant in the country to which that emigrant has lawfully emigrated .
- b) any person who has resided outside India at any time after attaining the age of eighteen years, for not less than three years or the spouse or child of such person

SECTION - I A: PERSONAL ACCIDENT BENEFITS

COVERAGE: In the event of Accidental death or permanent disablement during currency of the policy leading to loss of employment while in employment abroad - Capital Sum Insured Rs. 10 lacs.

SALIENT FEATURES:

If at any time during currency of this policy **while in employment** 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 assignee 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 be the sole and direct cause of the death of the insured, within twelve calendar months of its occurrence, the Capital Sum Insured (CSI) of **Rs. 10 lacs**.
- b) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the permanent disability **leading to loss of employment**, the capital sum insured of **Rs. 10 lacs**

EXPLANATION:

For the purpose of this insurance the term 'permanent disability'" shall mean 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,

Note: For the purpose of Cause (i) above, physical separation of a hand means separation at or above the wrist and of a foot at or above the ankle

- (ii) Use of two hands or two feet, or of one hand and one foot, or of such loss of sight of one eye and such loss of use of one hand or one foot,

c) If such injury shall, as a direct consequence thereof, immediately, permanently, totally and absolutely, disabled the insured person from engaging in any employment or occupation of any description whatsoever, then a lump sum equal to 100% of the Capital Sum Insured.

Maximum liability in respect of one or more claims during the policy period is the capital Sum Insured under the Policy.

EXCEPTIONS:

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 not 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, HIV, 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 strike 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 accidental death of, or bodily injury 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.
- e) The disappearance of a person will not be presumptive of his/her accidental death.
- f) 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.

SECTION: I B: SPECIAL ADD ON BENEFIT: MEDICAL FAMILY FLOATER COVER

The family of the insured residing in India consisting of spouse as named with bank shall be entitled to hospitalization benefit cover in India for an amount not exceeding **Rs. 50,000/-** for all occurrences during the policy period, in the event of death or permanent total disability of the insured. Maternity benefit shall however not be available under this extended cover to the insured's spouse.

DEFINITION:

1. **“HOSPITAL/NURSING HOME”** means any institution in India established for indoor care and treatment of sickness and injuries and which either

a) **Is duly licensed and** registered as a Hospital or Nursing Home with the **appropriate** authorities and is under the supervision of a registered and qualified Medical Practitioner.

OR

b) **In areas where licensing and registration facilities with appropriate authorities are not available, the institution must be one recognised in locality as Hospital / Nursing Home and** Should comply with minimum criteria as under

i. It should have at least 15 **in-patient medical beds** in **case of Metro cities, A Class cities & B class cities** or **10 in-patient medical beds** in case of **“C class”** cities. **Classification of cities shall be as per Govt of India Notifications issued in this respect from time to time.**

ii. **Fully equipped and engaged in providing Medical and Surgical facilities along with Diagnostic facilities i.e. Pathological test and X-ray, E.C.G. etc for the care and treatment of injured or sick persons as in-patient..**

iii. Fully equipped operation theatre of its own, wherever surgical operations are carried out.

iv. Fully qualified nursing staff under its employment round the clock.

v. Fully qualified Doctor(s) should be physically in-charge 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 a place for alcoholics, a hotel or a similar place.

Note: In case of Ayurvedic / Homeopathic / Unani treatment, Hospitalisation expenses are admissible only when the treatment is taken as in-patient, in a Government Hospital / Medical College Hospital.

1.1. **HOSPITALISATION PERIOD:** Expenses on Hospitalisation are admissible only if hospitalisation is for a minimum period of 24 hours. However, this time limit will not apply to following specific treatments taken in the Networked Hospital / Nursing Homes where the Insured is discharged on the same day. Such treatment will be considered to be taken under Hospitalisation Benefit.

i. Haemo Dialysis,

ii. Parenteral Chemotherapy,

iii. Radiotherapy,

iv. Eye Surgery,

v. Lithotripsy (kidney stone removal),

vi. Tonsillectomy,

vii. D&C,

viii. Dental surgery following an accident

ix. Hysterectomy

x. Coronary Angioplasty

xi. Coronary Angiography

xii. Surgery of Gall bladder, Pancreas and bile duct

xiii. Surgery of Hernia

xiv. Surgery of Hydrocele.

xv. Surgery of Prostrate.

xvi. Gastrointestinal Surgery.

xvii. Genital Surgery.

xviii. Surgery of Nose.

xix. Surgery of throat.

xx. Surgery of Appendix.

xxi. Surgery of Urinary System.

xxii. Treatment of fractures / dislocation excluding hair line fracture, Contracture releases and minor reconstructive procedures of limbs which otherwise require hospitalisation.

xxiii. Arthroscopic Knee surgery.

xxiv. Laparoscopic therapeutic surgeries.

xxv. Any surgery under General Anaesthesia.

xxvi. Or any such disease / procedure agreed by TPA/Company before treatment.

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.

2. 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:-

2.1 Pre-existing health condition or disease or ailment / injuries : Any ailment / disease / injuries / health condition which are pre-existing (**treated / untreated, declared / not declared in the proposal form**), when the cover incepts for the first time are excluded

This exclusion will also apply to any complications arising from pre existing ailment / diseases / injuries. Such complications will be considered as a part of the pre existing health condition or disease.

2.2 During the period of insurance cover, the expenses on treatment of following ailment / diseases / surgeries for specified periods are not payable if contracted and / or manifested during the currency of the policy.

i Benign ENT disorders/ surgeries ie.Tonsillectomy, Adenoidectomy, Mastoidectomy, Tympanoplasty etc. 1 year

ii Polycystic ovarian diseases . 1 year

iii Surgery of hernia. 2 years

iv Surgery of hydrocele. 2 years

v Non infective Arthritis. 2 years

vi Undescent Testies. 2 Years

vii Cataract. 2 Years

viii Surgery of benign prostatic hypertrophy. 2 Years

ix Hysterectomy for menorrhagia or fibromyoma.or myomectomy or prolapse of uterus . 2 Years

x Fissure / Fistula in anus. 2 Years

xi Piles. 2 Years

xii Sinusitis and related disorders. 2 Years

xiii Surgery of gallbladder and bile duct excluding malignancy. 2 Years

xiv Surgery of genito urinary system excluding malignancy. 2 Years

xv Pilonidal Sinus. 2 Years

xvi Gout and Rheumatism. 2 Years

xvii Hypertension. 2 Years

xviii Diabetes. 2 Years

xix Calculus diseases. 2 Years

xx Surgery for prolapsed inter vertebral disk unless arising from accident. 2 Years

xxi Surgery of varicose veins and varicose ulcers. 2 Years

xxii Congenital internal diseases. 2 Years

xxiii Joint Replacement due to Degenerative condition. 4 Years

xxiv Age related osteoarthritis. 4 Years

If these diseases are pre-existing (treated / untreated, declared / not declared) at the time of proposal then these will not be covered even during subsequent period of renewal. These will be treated as pre-existing.

2.3 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) or by nuclear weapons / materials.

2.4 Circumcision (unless necessary for treatment of a disease not excluded hereunder or as may be necessitated due to any accident), vaccination, inoculation or change of life or cosmetic or of aesthetic treatment of any description, plastic surgery other than as may be necessitated due to an accident or as a part of any illness.

2.5 Surgery for correction of eye sight, cost of spectacles, contact lenses, hearing aids etc.

2.6 Any dental treatment or surgery which is corrective, cosmetic or of aesthetic procedure, filling of cavity, root canal including wear and tear etc unless arising from disease or injury and which requires hospitalisation for treatment.

2.7 Convalescence, general debility, "run down" condition or rest cure, congenital external diseases or defects or anomalies, sterility, any fertility, sub-fertility or assisted conception procedure, venereal diseases, intentional self-injury/suicide, all psychiatric and psychosomatic disorders and diseases / accident due to and or use, misuse or abuse of drugs / alcohol or use of intoxicating substances or such abuse or addiction etc.

2.8 All expenses arising out of any condition directly or indirectly caused by, or associated with Human T-cell Lymphotropic Virus Type III (HTLD - III) or Lymphadenopathy Associated Virus (LAV) or the Mutants Derivative or Variations Deficiency Syndrome or any Syndrome or condition of similar kind commonly referred to as AIDS, HIV and its complications including sexually transmitted diseases..

2.9 Expenses incurred at Hospital or Nursing Home primarily for evaluation / diagnostic purposes which is not followed by active treatment for the ailment during the hospitalised period.

2.10 Expenses on vitamins and tonics etc unless forming part of treatment for injury or disease as certified by the attending physician.

2.11 Any Treatment arising from or traceable to pregnancy, childbirth, miscarriage, caesarean section, abortion or complications of any of these including changes in chronic condition as a result of pregnancy.

2.12 Naturopathy treatment, unproven procedure or treatment, experimental or alternative medicine and related treatment including acupressure, acupuncture, magnetic and such other therapies etc.

2.13 Expenses incurred for investigation or treatment irrelevant to the diseases diagnosed during hospitalisation or primary reasons for admission. Private nursing charges, Referral fee to family doctors, Out station consultants / Surgeons fees etc.,.

2.14 Genetical disorders and stem cell implantation / surgery.

2.15 External and or durable Medical / Non medical equipment of any kind used for diagnosis and or treatment including CPAP, CAPD, Infusion pump etc., Ambulatory devices i.e. walker , Crutches, Belts ,Collars ,Caps , splints, slings, braces ,Stockings etc of any kind, Diabetic foot wear, Glucometer / Thermometer and similar related items etc and also any medical

equipment which is subsequently used at home etc..

2.16 All non medical expenses including Personal comfort and convenience items or services such as telephone, television, Aya / barber or beauty services, diet charges, baby food, cosmetics, napkins , toiletry items etc, guest services and similar incidental expenses or services etc..

2.17 Change of treatment from one pathy to other pathy unless being agreed / allowed and recommended by the consultant under whom the treatment is taken.

2.18 Treatment of obesity or condition arising therefrom (including morbid obesity) and any other weight control programme, services or supplies etc.

2.19 Any treatment required arising from Insured's participation in any hazardous activity including but not limited to scuba diving, motor racing, parachuting, hang gliding, rock or mountain climbing etc unless specifically agreed by the Insurance Company.

2.20 Any treatment received in convalescent home, convalescent hospital, health hydro, nature care clinic or similar establishments.

2.21 Any stay in the hospital for any domestic reason or where no active regular treatment is given by the specialist.

2.22 Out patient Diagnostic, Medical and Surgical procedures or treatments, non-prescribed drugs and medical supplies, Hormone replacement therapy, Sex change or treatment which results from or is in any way related to sex change.

2.23 Massages, Steam bathing, Shirodhara and alike treatment under Ayurvedic treatment.

2.24 Any kind of Service charges, Surcharges, Admission fees / Registration charges etc levied by the hospital.

2.25 Doctor's home visit charges, Attendant / Nursing charges during pre and post hospitalisation period.

2.26 Treatment which is continued before hospitalization and continued during even after discharge for an ailment / disease / injury different from the one for which hospitalization was necessary.

SECTION- II (A): RE-IMBURSEMENT OF REPATRIATION / TRANSPORT EXPENSES ON ACCOUNT OF ACIDENTAL DEATH / PERMANENT DISABILITY OR TERMINATION OF CONTRACT ON ACCOUNT OF FALLING SICK OR IS DECLARED MEDICALLY UNFIT.

SCOPE OF COVER :

(a) If the insured person falls sick or is declared medically unfit to commence or continue or resume working and the service contract is terminated by foreign employer within the first **twelve** months of taking the insurance cover, the actual one way Economy Class airfare shall be reimbursed by the Insurance Company provided the grounds for repatriation are certified by the concerned Indian Embassy/Mission/Post and the Air-tickets are submitted in original along with the diagnosis certificate by Medical Specialist.

b) The repatriation charges / transportation expenses on account of permanent disability will be allowed only for travel of the insured. However in the opinion of the medical specialist the condition of the insured is such that Insured is medically and physically unfit to travel alone and needs an escort, the Company will reimburse the Economy Class return Air Fare of one attendant.

c) In case of death, besides the cost of transporting the dead body, the cost incurred in economy class return air fare for the attendant will be reimbursed.

NOTE: In case where the repatriation is arranged by the Indian Mission / Post, the insurance company shall reimburse the actual expenses to the concerned Indian Mission / Post.

OTHER CONDITIONS

a. The repatriation charges/ transportation expenses due to termination of service contract within the first **twelve** months of taking the insurance on account of **falling 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 twelve months of taking the insurance cover** will be considered only when a specialist has diagnosed such disease and treatment is recommended in India.

b. The repatriation charges/ transportation expenses on account of permanent total disability will be allowed only for travel of the insured to India from the country of employment.

c. Cost of return air fare of attendant will be considered under (b) above only if it is declared in writing by a competent medical practitioner that the insured is medically and physical unfit to travel alone.

d. In the event of accidental death of the insured person whilst abroad, actual expenses incurred for transportation of the dead body to India will be allowed including cost incurred on economy class return air fare of one attendant.

e. The expenses for air fare of the insured/ attendant as the case may be, will be reimbursed only in economy class, one way for the insured and return fare for the attendant (if found necessary by the Company at its sole discretion) by the shortest route to any airport in India nearest to the place of residence of the insured person as mentioned in the proposal form.

f. The claim for reimbursement of such expenses for the insured and the attendant shall be filed within 90 days of completion of journey.

SECTION II (C): LEGAL EXPENSES INCURRED BY THE INSURED IN ANY LITIGATION RELATING TO HIS / HER EMPLOYER.

Insurance company will pay upto a maximum sum of Rs 30,000/- in connection with the legal expenses incurred by the insured in the country of employment provided the necessity of filing such case is certified by the appropriate ministry of that country against the foreign employer.

EXCLUSIONS

The Company shall not be liable to make any payment under this section of the policy if -

- a) on account of violation of any law, fraud, or any breach of employment conditions,
- b) due to any amendment or change in the existing laws of the country of employment or proclamation by Government Order that all or any workers of foreign origin are being deported,
- c) the employment is obtained through fake or forged documents, work permit or improper entry visa, or
- d) the entry into the country has been made without completing legal formalities for whatsoever reason.
- e) no attempt is 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) the contract of employment is a short term contract .

The actual expenses incurred will be certified by the Indian mission / post.

SECTION – III(A): HOSPITALISATION COVER:

SCOPE OF COVER:

If at any time during currency of this policy, the insured person whilst stay abroad in the country of employment shall contract any disease or suffer from any illness or sustain any bodily injury through accident and if such disease or injury shall require , 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 **or in the country of his employment** as an inpatient, the Company will **reimburse** to the insured person / his assignee / legal representatives as the case may be, the amount of such expenses as are reasonably and necessarily incurred in India **or in the country of his employment** in respect thereof by or on behalf of such person maximum upto Rs. 75,000/- in Indian currency only.

Conditions as in SECTION: I B – 1 to 1.1.xxvi.c) and 2 to 2.26 shall apply.

IN case if treatment is taken in the country of employment as in patient, the requisite documents shall be certified by the concerned Indian mission / post.

SECTION III(B) : EXTENSION: MATERNITY BENEFIT

The policy is extended to cover actual maternity benefit expenses to the insured (Women Emigrant) upto a maximum limit of **Rs. 25,000/-**.

(i) Treatment can be taken by the insured in a Hospital / Nursing Home as inpatient in India only.

(ii) **This benefit shall also be available in the country of employment but the requisite documents are to be certified by the concerned Indian Mission/ Post.**

The reimbursement shall be restricted to actuals.

Claim in respect of delivery for only first two children and / or operations associated therewith will be considered in respect of any one insured person covered under the Policy or any renewal thereof. Those insured persons who are already having two or more living children would not be eligible for this benefit.

1. **MATERNITY EXPENSES BENEFIT** means treatment taken in Hospital / Nursing Home arising from or traceable to pregnancy, childbirth including normal Caesarean Section.

2. 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 or **in the country of employment.**

(b) A waiting period of 9 months is applicable for occurrence giving rise to any claim relating to normal delivery or caesarean section or abdominal operation for extra uterine pregnancy. The waiting period may be relaxed only in case of delivery, miscarriage or abortion induced by accident or other medical emergency.

(c) Pre-natal and post-natal expenses are not covered unless admitted in Hospital / Nursing Home and treatment is taken there.

NOTICE OF CLAIM:

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. 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 from date of discharge from the hospital. The client has also to give the Company such additional information and assistance as the company may require in dealing with the claim.

CLAUSES OF THE DEFINITIONS AND EXCLUSIONS UNDER SECTION IB SHALL APPLY *MUTATIS MUTANDIS* TO THIS SECTION-III. GENERAL EXCEPTIONS APPLICABLE TO ENTIRE POLICY

This policy shall not be applicable in the event of war or internal conflicts in the country to which the citizen of India holding the said policy has gone for work.

PAYMENT OF CLAIM:

All admissible claims shall be payable **subject to terms / conditions and exclusions of the policy**, in Indian Currency only and will not carry any interest.

CANCELLATION CLAUSE:

The company may allow cancellation of the policy only in case when the journey is not undertaken subject to production of the original passport as a proof. The Company will retain Rs. 101/- as cancellation charges

CLAIMS PROCEDURE:

1. Upon the happening of any event which may give rise to a claim, under any Section of the Policy, the insured / assignee or authorized / legal representative(s) as the case may be, is required to give immediate notice thereof to the Policy Issuing Office in writing.

2. The insured/assignee/legal representative is required, within one month of occurrence of the event, to submit claim form to the Policy Issuing Office and thereafter to give all assistance/cooperation and to furnish information / documents as required by the company.

PERIOD OF INSURANCE:

This insurance policy shall be valid for a period of **one year or till such time as the insured returns to India whichever is earlier.**

This period can be extended if employment contract period is extended. For extension pro-rata premium based on number of days is payable subject to request and premium being received by the underwriting office prior to expiring of the original policy.

The prospectus only sets out salient features of the Pravasi Bima Yojana Policy, while the terms and conditions of the policy are set out in detail in a separate document attached to the policy schedule.

IRDA REGULATION NO. 5: This policy is subject to regulation 5 of IRDA (Protection of Policy Holder interest) regulation.