

PRAVASI BHARTIYA BIMA YOJNA

PREAMBLE

ICICI Lombard General Insurance Company Limited (“the Company”), having received a Proposal and the premium from the Proposer named in the Schedule referred to herein below, and the said Proposal and Declaration together with any statement, report or other document leading to the issue of this Policy and referred to therein having been accepted and agreed to by the Company and the Proposer as the basis of this contract do, by this Policy agree, in consideration of and subject to the due receipt of the subsequent premiums, as set out in the Schedule with all its Parts, and further, subject to the terms and conditions contained in this Policy, as set out in the Schedule with all its Parts that on proof to the satisfaction of the Company of the compensation having become payable as set out in Part I of the Schedule to the title of the said person or persons claiming payment or upon the happening of an event upon which one or more benefits become payable under this Policy, the Sum Insured/ appropriate benefit will be paid by the Company.

PART I OF SCHEDULE

POLICY NO:

ISSUED AT:

1. Name of the Insured
2. Nominee Name
3. Relationship with the Nominee
4. Passport No.
5. Date of Birth of the Insured
6. Mailing address of the Insured
7. Nominee Name & Address
8. Sponsor / Company Name
9. Occupation / Designation of the Insured

10. Policy Period:

Policy Start Date:

Time:

Policy End Date:

Time:

11. Details of coverage

Sr. No.	Benefit	Sum Insured
1	Personal Accident	Rs. 10,00,000
1(a)	Repatriation Expenses	Rs. 30,000
2	Hospitalisation (Medical Expenses) covering injuries/sickness/ailment/diseases	Rs. 75,000
3	Repatriation cover for worker declared medically unfit	One way economy class air fare
4	Family Hospitalisation in India	Rs.50,000
5	Maternity Expenses Benefit	Rs.25,000
6	Airfare for an Attendant	One way economy class air fare
7	Employment Contingency	One way economy class air fare
8	Legal Expenses	Rs.30,000

12. Premium

Basic Premium (Rs.):

Service Tax and Education Cess: (as applicable)

Total amount (Rs.):

13. Destination Country

Authorised Signatory

Signed for and on behalf of the ICICI Lombard General Insurance Company Limited, at \_\_\_\_\_  
on this date

## PART II OF THE SCHEDULE

### Definitions:

For the purposes of this policy, the terms specified below shall have the meaning set forth:

**“Accident”** means a sudden, unforeseen and involuntary event caused by external, visible and violent means.

**“Alternative treatments”** are forms of treatments other than treatment "Allopathy" or "modern medicine" and includes Ayurveda, Unani, Sidha and Homeopathy in the Indian context

**“Any One Illness”** shall mean continuous Period of illness and it includes relapse within 45 days from the date of last consultation with the Hospital/Nursing Home where treatment may have been taken

**“Cashless Facility”** means a facility extended by the insurer to the insured where the payment, of the cost of treatment undergone by the insured in accordance with the policy terms and conditions, are directly made to the network provider by the insurer to the extent pre-authorization approved.

**“Condition Precedent”** shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.

**“Deductible”** is a cost-sharing requirement under a health insurance policy that provides that the insurer will not be liable for a specified rupee amount in case of indemnity policies and for a specified number of days/hours in case of hospital cash policies which will apply before any benefits are payable by the insurer. A deductible does not reduce the Sum Insured.

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

- (i) 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,
- (ii) 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 spouses or child of such person.

**“Emigrate” and “emigration”** means the departure out of India of any person with a view of taking up an employment (whether or not under an agreement or other arrangements of take up such employment and whether with or without the assistance of a recruiting agent or employer) in any country or place outside India.

**"Employer"** means any person providing or offering to provide, employment in any country or place outside India.

**"Employment"** means any service, occupation or engagement (not being service, occupation or engagement with the Central Government or any State Government), pertaining to the Work falling within the definition provided by clause (xxiv) herein below for wages or reward, and all its grammatical variations and cognate expression shall be construed accordingly.

### **“Hospital/Nursing Home”**

A hospital means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities and complies with all minimum criteria as under:

- has qualified nursing staff under its employment round the clock;
- has qualified medical practitioner(s) in charge round the clock;
- has a fully equipped operation theatre of its own where surgical procedures are carried out;

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

.

**"Hospitalisation"** shall mean admission in a Hospital for a minimum period of 24 consecutive hours except for specified Day Care Procedures/Treatments, where such admission could be for a period of less than 24 consecutive hours..

For the purpose of this definition, the term "Specified Treatment" means any treatment involving Dialysis, Chemotherapy, Radiotherapy, Eye Surgery, Dental Surgery, Lithotripsy (Kidney stone removal), Tonsillectomy, D & C taken in the Hospital/Nursing Home.

**"Illness"** mean a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment.

**a. Acute condition** - Acute condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/illness/injury which leads to full recovery.

**b. Chronic condition** - A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:—it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and / or tests—it needs ongoing or long-term control or relief of symptoms— it requires your rehabilitation or for you to be specially trained to cope with it—it continues indefinitely—it comes back or is likely to come back.

**"Injury"** means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner.

**"Inpatient care"** means treatment for which the insured person has to stay in a *hospital* for more than 24 hours for a covered event.

**"Insured"** means the Individual whose name specifically appears as such in Part I of the Schedule to this Policy.

**"Intensive care unit"** means an identified section, ward or wing of a *hospital* which is under the constant supervision of a dedicated *medical practitioner(s)*, and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards.

**"Maternity Expenses"** shall include—(a). medical treatment expenses traceable to childbirth (including complicated deliveries and caesarean sections incurred during hospitalization).(b). expenses towards lawful medical termination of pregnancy during the policy period.

**"Medical Advice"** Any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription.

**"Medical Expenses"** means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.

**"Medically necessary"** treatment is defined as any treatment, tests, medication, or stay in *hospital* or part of a stay in *hospital* which

- is required for the medical management of the illness or injury suffered by the insured;
- must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
- must have been prescribed by a *medical practitioner*,
- must conform to the professional standards widely accepted in international medical practice or by the medical community in India.

**“Medical Practitioner”** means A Medical Practitioner is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of licence.’

**“Network Provider”** means hospitals or health care providers enlisted by an insurer or by a TPA and insurer together to provide medical services to an insured on payment by a cashless facility.

**“Non- Network”** Any *hospital*, day care centre or other provider that is not part of the *network*.

**“Notification of claim”** is the process of notifying a claim to the insurer or TPA by specifying the timelines as well as the address / telephone number to which it should be notified.

**“Notification”** means a notification published in the Official Gazette of the Government of India.

**“Pre-Existing Condition”** means any condition, ailment or injury or related condition(s) for which You had signs or symptoms, and / or were diagnosed, and / or received medical advice/ treatment, within 48 months prior to the first policy issued by the insurer.

**“Policy”** means the Policy booklet, the Schedule and any applicable endorsement. The Policy contains details of the extent of cover available to the Insured, the exclusions from the cover and the terms and conditions of the issue of the Policy.

**“Post Hospitalisation”** means Medical Expenses incurred immediately after the insured person is discharged from the hospital provided that:

- i. Such Medical Expenses are incurred for the same condition for which the insured person’s hospitalization was required and
- ii. The inpatient hospitalization claim for such hospitalization is admissible by the insurance company

**“Pre Hospitalisation”** means medical expenses

incurred immediately before the Insured Person is Hospitalised, provided that:

- i. Such Medical Expenses are incurred for the same condition for which the Insured Person’s Hospitalisation was required, and
- ii. The In-patient Hospitalization claim for such Hospitalization is admissible by the Insurance Company.

**“Qualified Nurse”** is a person who holds a valid registration from the Nursing Council of India or the Nursing Council of any state in India..

**“Renewal”** defines the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of all waiting periods.

**“Room Rent”** means the amount charged by a hospital for the occupancy of a bed on per day (24 hours) basis and shall include associated medical expenses.

**“Subrogation”** shall mean the right of the insurer to assume the rights of the insured person to recover expenses paid out under the policy that may be recovered from any other source.

**“Substantively Changed”** means any reduction of 20 % or more of the salary / wages / remuneration as agreed upon within the job / employment contract / agreement ; or if accommodation / lodging facility has been promised as per the job/employment contract /agreement and the same has not been provided for.

**“Sum Insured”** means the maximum specified coverage, as mentioned in Part I of the Schedule to this Policy, that the Insured is entitled to in respect of each benefit under this Policy.

**“Surgery or Surgical Procedure”** means manual and / or operative procedure (s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a hospital or day care centre by a *medical practitioner*

**“Termination of employment for no Fault of the Insured”** means termination from employment of the Insured or his dismissal, temporary suspension or retrenchment from employment imposed on him by the employer in spite of the Insured complying to all the employers’ terms & conditions and any laws for the time being in force or any directives issued by any public authority.

**“Unproven/Experimental treatment”** is treatment, including drug Experimental therapy, which is based on established medical practice in India, is treatment experimental or unproven. These treatments are excluded under the policy.

**“Work”** means any unskilled work, including any form of industrial or agricultural labour, any domestic service, any service, not being a service in a managerial capacity, in any hotel, restaurant, tea-house or other place of public resort; or work as a driver of truck or other vehicle, mechanic, technical or skilled labourer or artisan; or work in connection with, or for the purpose of, any cinema, exhibition or entertainment; or any work of a professional or any other nature as the Central Government may, having regard to the need for the protection of citizens of India who may be employed in such work outside India and other relevant circumstances, specified by notification, provided that the Central Government may, if satisfied that it is necessary so to do having regard to the conditions of service applicable with respect to employment in any of the aforementioned categories of work or any sub-category thereof, whether generally or in relation to any particular country or place and other relevant circumstances, declare by notification that such category of work or sub-category of work shall not be deemed to be work within the meaning of this definition and policy.

## SCOPE OF COVER OF THE POLICY

### **BENEFIT 1 PERSONAL ACCIDENT**

#### **Scope of Cover**

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to pay to the Insured a sum not exceeding the Sum Insured, if the Insured sustains any bodily injury, during the period of insurance, resulting, in death or permanent total disablement leading to loss of employment, caused solely and directly from any accident, arising from any external, violent and visible means, to the extent and in the manner hereinafter provided, subject to the limit of indemnity as specified in Part I of the Schedule.

In the event of death or permanent disability during the period of insurance due to any accident / physical injury sustained, the Company shall reimburse the sum insured even after the expiry of the Policy, provided the accident occurred during the period of Insurance.

#### **Basis of Assessment of claims**

Basis of assessment of claim shall be that the benefit payable to or on behalf of the Insured will be as per the following categories but not exceeding the Capital Sum Insured as specified in Part I of the schedule.

#### **Categories of benefits**

##### **I Death**

The Capital Sum Insured as stated in Part I of the Schedule will be paid if the death of the Insured is within the period of twelve months from the date of bodily injury, and such bodily injury be the sole and direct cause of the death of the Insured.

## II Permanent Total Disablement (PTD)

- (a) If such injury shall within twelve 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 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, then the Capital Sum Insured stated in the Part I of the Schedule hereto as applicable to such Insured.
  - (ii) Use of two hands or two feet, or of one hand and one foot, or of loss of sight of one eye and loss of use of one hand or one foot, then the Capital Sum Insured stated in Part I of the Schedule hereto as applicable to such Insured.
  - (iii) The sight of one eye, or of the actual loss by physical separation of one entire hand or one entire foot, then fifty percent (50%) of the Capital Sum Insured stated in Part I of the Schedule hereto as applicable to such Insured.
  - (iv) Total and irrecoverable loss of use of a hand or a foot without physical separation then fifty percent (50%) of the Capital Sum Insured stated in Part I of the Schedule hereto as applicable to such Insured.

Note: For the purpose of clause (iii) and (iv) above, physical separation of a hand or foot means separation of hand at or above the wrist, and of foot at or above the ankle.

- (b) If such injury shall as a direct consequence thereof, immediately, permanently, totally and absolutely, disable the Insured from engaging in being occupied with or giving attention to any employment or occupation of any description whatsoever, then a lump sum equal to hundred percent (100%) of the capital sum insured stated in Part I of the Schedule hereto as applicable to such Insured.

## **BENEFIT 1(a). REPATRIATION EXPENSES**

### Scope of Cover

In the event of an accidental death of the Insured caused by external, violent and visible means, during foreign stay as an emigrant, the Company shall compensate the nominee or the Indian Mission for the extra costs of repatriation of the mortal remains to the Republic of India subject to the maximum limit as specified in the Schedule to this Policy.

### **EXCLUSIONS UNDER BENEFIT 1 (PERSONAL ACCIDENT) AND 1(a) (REPARTIATION EXPENSES):**

The Company shall not be liable under this benefit for:

- (i) Compensation under more than one of the categories specified in the Basis of Assessment in respect of the same period of disablement of the Insured.
- (ii) Any other payment to the same person after a claim under one of the categories I, II (a)(i) & (ii) and II (b) as specified in the Basis of Assessment has been admitted and become payable.
- (iii) Any payment in case of more than one claim in respect of such Insured under this policy during any one period of insurance by which the sum payable as per the Basis of Assessment of this policy to such Insured exceeds the maximum liability of the Company specified in Part I of the Schedule applicable to such Insured.

- (iv) Any amounts relating to medical expenses
- (v) Amounts relating to medical expenses in case of permanent total disablement resulting to unemployment.
- (vi) Payment of compensation in respect of death, injury or disablement of Insured (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, or whilst mounting into, or 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. 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 multiengine; (d) directly or indirectly caused by venereal disease or insanity; (e) arising or resulting from the Insured committing any breach of the law with criminal intent.
- (vii) Payment of compensation in respect of death, injury or disablement of the Insured due to, or arising out of, or directly or indirectly connected with or traceable to, war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrests, restraints and detainment of all kinds.
- (viii) Payment of compensation in respect of death of, or bodily injury or any disease or illness to the Insured.
  - (a) Directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel. For the purpose of this exception, combustion shall include any self-sustaining process of nuclear fission.
  - (b) Directly or indirectly caused by or contributed to by or arising from nuclear weapon materials.
- (ix) Death or disablement resulting directly or indirectly caused by contributed to or aggravated or prolonged by childbirth or pregnancy or in consequence thereof.
- (x) Exclusion/s mentioned in the 'General Exclusions' section of this Policy.

**BENEFIT 2: HOSPITALISATION (MEDICAL EXPENSES) COVERING INJURIES/ SICKNESS/ AILMENT/ DISEASES**

**Scope of Cover**

The Company shall reimburse the Insured for emergency hospitalization expenses actually incurred in India or in the country of employment in case of Hospitalization of the insured worker for any accidental injuries and/or sickness/ailments/disease occurring during the period of insurance during his / her stay abroad as an Emigrant, but not exceeding the Sum Insured for the coverage as mentioned in Part I of the Schedule hereto.

**EXCLUSIONS UNDER BENEFIT 2 HOSPITALISATION (MEDICAL EXPENSES) COVERING INJURIES/SICKNESS/AILMENT/DISEASES**

The Company shall not be liable under both these benefit for:

- (i) All Pre-Existing Conditions at the time of proposing the insurance

- (ii) The expenses on treatment of diseases, or illness such as Cataract, Benign Prostatic Hypertrophy, Hysterectomy for Menorrhagia or Fibromyoma, Hernia, Hydrocele, Congenital Internal Diseases, Fistula in anus, piles, Sinusitis and related disorders during the first year of operation of this policy. If these illnesses are pre-existing at the time of proposal, they will not be covered during subsequent renewal of the policy.
- (iii) Diseases, illness, accident or injuries 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).
- (iv) Circumcision whether or not necessitated by vaccination or inoculation or change of life or cosmetic or aesthetic treatment of any description, plastic surgery unless necessary for treatment of a disease not excluded by the terms of the policy or as may be necessitated due to treatment of an accident.
- (v) The cost of spectacles and contact lenses, hearing aids.
- (vi) Dental treatment or surgery of any kind unless requiring hospitalisation.
- (vii) Convalescence, general debility, run-down condition or rest cure, congenital external disease or defects or anomalies, sterility, venereal disease, intentional self-injury (whether arising from an attempt to suicide or otherwise) and use of intoxicating drugs and/or alcohol.
- (viii) All expenses arising out of any condition directly or indirectly caused to or associated with Acquired Immuno Deficiency Syndrome (AIDS) whether or not arising out of HIV, 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 condition of a similar kind.
- (ix) Charges incurred at Hospital or Nursing Home primarily for diagnostic, X-Ray or laboratory examinations or other diagnostic studies not consistent with or incidental to the diagnosis and treatment of the positive existence or presence of any diseases, illness or injury whether or not requiring Hospitalisation.
- (x) Expenses on vitamins and tonics unless forming part of treatment for injury or disease as certified by the attending Medical Practitioner.
- (xi) Diseases, illness, accident or injuries directly or indirectly caused by or contributed to by nuclear weapons/materials or contributed to by or arising from ionising radiation or contamination by radioactivity by any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- (xii) Any expenses relating to pregnancy.
- (xiii) Treatments relating to the removal of physical flaws or anomalies (cosmetic treatment or "plastic" surgery in any form or manner)
- (xiv) Any costs related to mental or psychiatric disorders.
- (xv) Expenses relating to Domiciliary hospitalisation
- (xvi) Any amounts relating to medical expenses towards Pre or Post Hospitalisation
- (xvii) Exclusion/s mentioned in the 'General Exclusions' section of this Policy.

### **BENEFIT 3 - REPATRIATION COVER FOR WORKER DECLARED MEDICALLY UNFIT**

#### **Scope of cover**



The Company hereby agrees, subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to pay actual single one-way economy class airfare of the insured emigrant but not exceeding the limit as specified in Part I of the schedule to the policy if the Insured falls ill and is declared medically unfit to commence or continue or resume work, and as a result of which the Insured's work contract is terminated by the foreign employer, within the first 12 months of taking the insurance cover, provided that the grounds for repatriation are certified by the concerned Indian Mission / Post and the air tickets are submitted in original.

**EXCLUSIONS UNDER BENEFIT 3 (REPATRIATION COVER FOR WORKER DECLARED MEDICALLY UNFIT)**

The Company shall not be liable under this benefit for:

1. Any amount relating to medical expenses.
2. Exclusion/s mentioned in the 'General Exclusions' section of this Policy.

**BENEFIT 4. FAMILY HOSPITALIZATION IN INDIA:**

**Scope of Cover**

The Company hereby agrees, subject to the terms and conditions stated in the scope of cover for Benefit 1 Personal Accident, to reimburse the actual hospitalization expenses, subject to the maximum annual limit specified in Part I of the Schedule, incurred in India during the Policy period, in respect of the Insured's lawful spouse and two dependent children up to the age of 21 years, in the event of death or permanent disability of the insured leading to a valid claim under Section 1.

**EXCLUSIONS UNDER BENEFIT 4: (FAMILY HOSPITALIZATION IN INDIA)**

The Company shall not be liable under this benefit for:

- (i) All Pre-Existing Conditions at the time of proposing the insurance
- (ii) The expenses on treatment of diseases, or illness such as Cataract, Benign Prostatic Hypertrophy, Hysterectomy for Menorrhagia or Fibromyoma, Hernia, Hydrocele, Congenital Internal Diseases, Fistula in anus, piles, Sinusitis and related disorders during the first year of operation of this policy. If these diseases, or illnesses are pre-existing at the time of proposal, they will not be covered during subsequent renewal of the policy.
- (iii) Diseases, illness, accident or injuries 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).
- (iv) Circumcision whether or not necessitated by vaccination or inoculation or change of life or cosmetic or aesthetic treatment of any description, plastic surgery unless necessary for treatment of a disease not excluded by the terms of the policy or as may be necessitated due to treatment of an accident.
- (v) The cost of spectacles and contact lenses, hearing aids.
- (vi) Dental treatment or surgery of any kind unless requiring hospitalisation.
- (vii) Convalescence, general debility, run-down condition or rest cure, congenital external disease or defects or anomalies, sterility, venereal disease, intentional self-injury (whether arising from an attempt to suicide or otherwise) and use of intoxicating drugs and/or alcohol.

- (viii) All expenses arising out of any condition directly or indirectly caused to or associated with Acquired Immuno Deficiency Syndrome (AIDS) whether or not arising out of HIV, 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 condition of a similar kind.
- (ix) Charges incurred at Hospital or Nursing Home primarily for diagnostic, X-Ray or laboratory examinations or other diagnostic studies not consistent with or incidental to the diagnosis and treatment of the positive existence or presence of any diseases, illness or injury whether or not requiring Hospitalisation.
- (x) Expenses on vitamins and tonics unless forming part of treatment for injury or disease as certified by the attending Medical Practitioner. Diseases, illness, accident or injuries directly or indirectly caused by or contributed to by nuclear weapons/materials or contributed to by or arising from ionising radiation or contamination by radioactivity by any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- (xi) Any expenses relating to termination of pregnancy.
- (xii) Treatments relating to the removal of physical flaws or anomalies (cosmetic treatment or "plastic" surgery in any form or manner)
- (xiii) Any costs related to mental or psychiatric disorders.
- (xiv) Expenses relating to Domiciliary hospitalisation
- (xv) Any amounts relating to medical expenses towards Pre and Post- Hospitalisation
- (xvi) Exclusion/s mentioned in the 'General Exclusions' section of this Policy.

#### **BENEFIT 5. MATERNITY EXPENSES BENEFIT**

##### **Scope of Cover**

The Company hereby agrees to compensate the Insured for actual medical expenses incurred, subject to a maximum of the sum insured specified in Part I of the policy in respect of this sub-section, arising out of Insured's pregnancy in India or the country of employment. The benefit under this policy shall be payable after a period of nine months from the date of proposing the policy in so far as the payment of any claim is relating to normal delivery or caesarean section or abdominal operation for extra uterine pregnancy, provided that the requisite documents are certified by the Indian Mission.

##### **EXCLUSIONS UNDER BENEFIT 5 (MATERNITY EXPENSES)**

The Company shall not be liable under both these benefit for:

- i. Charges incurred at Hospital or Nursing Home primarily for diagnostic, X-Ray or laboratory examinations or other diagnostic studies not consistent with or incidental to the diagnosis and treatment of the positive existence or presence of any diseases, illness or injury whether or not requiring Hospitalisation.
- ii. Expenses on vitamins and tonics unless forming part of treatment for injury or disease as certified by the attending Medical Practitioner.
- iii. Any expenses relating to termination of pregnancy.
- iv. Treatments relating to the removal of physical flaws or anomalies (cosmetic treatment or "plastic" surgery in any form or manner)

- v. Any costs related to mental or psychiatric disorders.
- vi. Expenses relating to Domiciliary hospitalisation
- vii. Any amounts relating to medical expenses towards Pre or Post Hospitalisation
- viii. Exclusion/s mentioned in the 'General Exclusions' section of this Policy.

#### **BENEFIT 6. AIRFARE FOR AN ATTENDANT**

##### **Scope of Cover**

In the event of the Insured's death or permanent total disability or in the event of the Insured being Hospitalized due to injury/ sickness/ ailment/ diseases leading to a claim admissible under Benefit 1 or Benefit 2 of the Policy, an additional single, economy class one way air fare costs shall be payable by the Company within the overall limit as specified in Schedule I of this Policy, for an attendant from/ to the Republic of India.

The claim for re-imburement shall be filed with the Company within ninety days of completion of journey.

##### **EXCLUSIONS UNDER BENEFIT 6 (AIRFARE FOR AN ATTENDANT)**

The Company shall not be liable under this benefit for claims arising out of Exclusion (s) mentioned in the 'General Exclusions' section of this Policy.

#### **BENEFIT 7. EMPLOYMENT CONTINGENCY**

##### **Scope of Cover**

The company hereby agrees, subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to pay actual single one-way Economy Class airfare of the insured emigrant but not exceeding the limit as specified in Part I of the schedule to the policy on any of the following contingencies arising:

- i) On arrival at his work place or destination abroad, if the Insured is not received by the employer (i.e. there is no job/employment available or the employer refuses the job/employment) and the insured has to return back to India within one month of the date of departure from India, provided that the grounds for repatriation are certified by the concerned Indian Mission / Post and the air tickets are submitted in original or,
- ii) If the Insured's employment is prematurely terminated, within the period of employment contract, for no fault of the insured and the insured has to return back to India within 1 month immediately thereafter, provided that the grounds for repatriation are certified by the concerned Indian Mission / Post and the air tickets are submitted in original or,
- iii) If the job/employment contract/agreement is substantively changed to the disadvantage of the Insured, thereby causing the Insured to return to India one month immediately thereafter, provided that the grounds for repatriation are certified by Indian Mission / Post abroad and air tickets are to be submitted in original.

##### **EXCLUSIONS UNDER BENEFIT 7 (EMPLOYMENT CONTINGENCY)**

The Company shall not be liable under this benefit for:

- 1. Any amount relating to medical expenses.
- 2. Exclusion/s mentioned in the 'General Exclusions' section of this Policy.

## **BENEFIT 8. LEGAL EXPENSES**

### **Scope of Cover**

The Company will reimburse the insured for the legal expenses incurred by him / her in any litigation relating to his / her employment, provided that the necessity of filing such a case is certified by the appropriate Ministry of the country of employment and the actual expenses are certified by the concerned Indian Mission/Post, but not exceeding the Sum Insured specified in Part I of the Schedule to this Policy and provided the legal expenses are incurred during the Policy Period.

### **EXCLUSIONS UNDER BENEFIT 8 (LEGAL EXPENSES)**

The Company shall not be liable to make any payment under this benefit in connection with or in respect of any expenses whatsoever incurred by the Insured in connection with or in respect of:

1. Any claim of personal liability of the Insured towards his/her family, relations and traveling companions, whether personal or official.
2. Any claim resulting from transmission of an illness or disease by the Insured.
3. Any claim or damage resulting from professional activities involving the Insured.
4. Any claim for liability on the Insured arising directly or indirectly from or due to:
  - a. The possession of animals, birds, reptiles, insects, etc. and their byproducts like skin, hair, feathers, horns, fur, ivory, bones, eggs, etc.
  - b. The ownership or possession of vehicles, aircrafts, water crafts, or activities of the Insured involving parachuting, hang-gliding, hot air ballooning or use of firearms, unless it involves rented road transport vehicles that is used by the insured for personal transportation only.
  - c. Any willful malicious or unlawful act or acts arising out of insanity
  - d. The use of any alcohol/ drugs (except as medically prescribed) or drug addiction.
  - e. Any supply of goods or services on the part of the Insured.
  - f. Any ownership or occupation of land or buildings other than the occupation of any temporary residence.
  - g. Any exclusion mentioned in the 'General Exclusions' section of this Policy.

### **GENERAL EXCLUSIONS (APPLICABLE TO ALL BENEFITS UNDER THE POLICY)**

Without prejudice to anything contained in this Policy, the Company shall not be liable to make any payments in respect of:

1. Any claim relating to events occurring before the commencement of the cover or otherwise outside of the Period of Insurance.
2. Any claim, which is not specifically supported by an original Policy Document being produced by the Insured, along with the other required documentation as specified in this Policy.
3. Any claim if the Insured -
  - a) is traveling against the advice of a physician.
  - b) Is receiving or on a waiting list for specified medical treatment declared in a physician's report or certificate.
  - c) Has received terminal prognosis for a medical condition.
  - d) Is taking part in a naval, military or air force operation.
4. Any claim arising out of illnesses or accidents that the Insured has caused intentionally or by committing a crime or as a result of drunkenness or addiction (drugs, alcohol).

5. Any claim arising out of mental disorder, anxiety, stress, depression, venereal disease or any loss directly or indirectly attributable to HIV (Human Immuno Deficiency Virus) and / or any HIV related illness including AIDS (Acquired Immuno Deficiency Syndrome) and / or any mutant derivative or variations thereof howsoever caused.
6. Illness and accidents that are results of war and warlike occurrence or invasion, acts of foreign enemies, hostilities, civil war, rebellion, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, active participation in riots, confiscation or nationalisation or requisition of or destruction of or damage to property by or under the order of any government or local authority.
7. Any claim arising from damage to any property or any loss or expense whatsoever resulting or arising from or any consequential loss directly or indirectly caused by or contributed to or arising from:
  - a) Ionizing radiation or contamination by radioactivity from any nuclear fuel or 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.
8. Any claim arising out of sporting activities in so far as they involve the training or participation in competitions of professional or semi-professional sportspersons.
9. Alternative Treatments

**GENERAL CONDITIONS  
(APPLICABLE TO ALL BENEFITS UNDER THIS POLICY)**

1. Reasonable Precautions: The Insured shall take all reasonable precautions to prevent Injury, illness and Disease in order to minimize claims. Failure to do so will prejudice the Insured's claim under this Policy.
2. Provision of information: The Insured shall provide the Company with the details of the stay as an emigrant abroad and other information (as may be required by the Company from time to time) about the Insured in advance.
3. Geographical Scope: The insurance cover applies to all countries worldwide, except such countries of which the Insured is a citizen or such countries where the Insured has a permanent place of residence.
4. In the event of the Insured's death, the Company or the Company's representatives shall have the right to carry out a post mortem/autopsy at the Company's expense.

**CLAIM PROCEDURE AND DOCUMENTATION**

1. **Claim Procedure**
  - (a) The Insured shall contact the Company, stating the necessary details, at the address: **Claims Department, ICICI Lombard General Insurance Company Limited, Zenith House, Keshavao Khade Marg, Opp. Race Course, Mahalaxmi. Mumbai - 400 034.**
  - (b) When being admitted as a patient, the Insured shall show the concerned Physician or personnel this Policy if requested.
2. **Claims Settlement**
  - (a) Reimbursement of all claims by the Company will be in Indian Rupees, in India.
3. **General Claim Documentation:**

The claimant needs to submit the documents mentioned below for all claims:

- (a) Copy of insurance policy.
- (b) Duly filled in claim form.
- (c) Duly attested copy of passport.
- (d) Documents issued from the appropriate Ministry
- (e) Original bills, vouchers and air tickets.

Other general claim documents to be submitted are:

- i) Bills/ vouchers/ reports/ discharge summary must contain the name of the person treated, the type of illness, details of the individual items of medical treatment provided and the dates of treatment. Prescriptions must clearly show the medicines prescribed, the price and the receipt stamp of the pharmacy.
- ii) For reimbursement of the extra costs of transporting the mortal remains to the Republic of India, an official death certificate and a physician's statement giving the cause of death. Medical statements from relations or spouses will not be accepted.
- iii) For personal accident, bills/ vouchers/ reports/ discharge summary must contain the name of the person treated, the cause of accident, details of the individual items of medical treatment provided and the dates of treatment.
- iv) For re-imburement of expenses under this Policy, the statements from the spouse of relatives of the Insured pertaining to the medical condition of the Insured shall not be accepted.
- v) Specific claim documents, as specified below
- vi) Any other document(s) that the Company may require to process the claim

**A. SPECIFIC CLAIM DOCUMENTS UNDER BENEFIT 1 (PERSONAL ACCIDENT), 1(a) (REPATRIATION EXPENSES) & 4 (FAMILY HOSPITALIZATION IN INDIA)**

In addition to the above general documents, the claimant needs to submit:

- (i) In case of death due to accident: the Police report, post mortem report & the report from the Indian Mission.
- (ii) In case of permanent total disability: medical records of the treatment undergone & disability certificate from the medical authority.

**B. SPECIFIC CLAIM DOCUMENTS UNDER BENEFIT 2 (HOSPITALIZATION (MEDICAL EXPENSES)) & 5 (MATERNITY EXPENSES)**

In addition to the above general documents, the claimant needs to submit Duly paid bills, receipt and discharge summary.

**C. SPECIFIC CLAIM DOCUMENTS UNDER BENEFIT 3 (REPATRIATION COVER FOR WORKER DECLARED MEDICALLY UNFIT) AND BENEFIT 7 (EMPLOYMENT CONTINGENCY):**

In addition to the above general documents, the claimant needs to submit:

1. Duly attested copy of passport /emergency certificate issued by the mission.
2. Air ticket
3. Discharge Summary of the hospital (for return on medical grounds)
4. Medical Certificate issued by competent authority. (for return on medical grounds).
5. Certificate from concerned Indian Mission / Post that the prospective employer has refused to employ the worker.

**4. Obligations of the Insured:**

- I. Claims for insurance benefits must be submitted to the Company not later than three (3) months after the completion of the treatment or transportation home, or in the event of death, after transportation of the mortal remains.
- II. The Insured shall provide the Company on demand any information that is required to determine the occurrence of the Insured Event or the Company's liability to pay the benefits. In particular, upon request, proof shall be furnished of the actual commencement date of the stay abroad.
- III. If requested to do so by the Company, the Insured shall be obliged to undergo a medical examination by a Physician designated by the Company or the representatives of the Company.
- IV. The Company shall be released from any obligation to pay insurance benefits if any of the aforementioned obligations are breached.

**Settlement/Rejection of Claim** -The settlement of claims would be done by Us within 30 days after the receipt of last necessary documents, any rejections if done, would be provided with proper reasons by Us. The role of the TPA (if any) would be limited to facilitate the flow of information between You and Us.

Penal interest provision shall be as per Regulation 9(6) of (Protection of Policyholders' Interests) Regulations, 2002.

#### Terms of Renewal

- The Policy can be renewed under the then Pravasi Bhartiya Bima Yojana prevailing product or its nearest substitute (in case the Pravasi Bhartiya Bima Yojana product is withdrawn by the Company) approved by IRDA.
- This policy shall ordinarily be renewable except on grounds of fraud, moral hazard or misrepresentation or non-cooperation by the insured
- **Renewal Premium** - Premium payable on renewal and on subsequent continuation of cover are subject to change with prior approval from IRDA.
- The policy shall be renewed subject to the presence of the insured in Indian geographical location
- Extension under the policy shall only be possible 30 days prior to the expiry of the policy period.

#### Standard List of generally excluded in Hospitalization Policy

The Standard list of Excluded Items as suggested by Guidelines on Standardisation dated February 20, 2013, will be applicable. In case of any variation, such specific list is required to be annexed along with the policy documents as per below format.

Sl No	List of Expenses Generally Excluded ("Non-Medical") in Hospital Indemnity Policy	SUGGESTIONS (Payable/Non Payable)

### PART III OF SCHEDULE

#### Standard Terms and Conditions

**1. Incontestability and Duty of Disclosure**

The Policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, mis-description or on non-disclosure in any material particular in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by the Insured or any one acting on his behalf to obtain any benefit under this Policy.

**2. Reasonable Care**

The Insured shall take all reasonable steps to safeguard the interests of the Insured against accidental loss or damage that may give rise to the claim.

**3. Observance of terms and conditions**

The due observance and fulfillment of the terms, conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the Insured, shall be a condition precedent to any liability of the Company to make any payment under this Policy.

**4. Material change**

The Insured shall immediately notify the Company in writing of any material change in the risk and the Company may, adjust the scope of cover and / or premium, if necessary, accordingly.

**5. Records to be maintained**

The Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of each period of insurance furnish such information as the Company may require.

**6. No constructive Notice**

Any of the circumstances in relation to these conditions coming to the knowledge of any official of the Company shall not be the notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.

**7. Notice of charge etc.**

The Company shall not be bound to take notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy but the receipt of the Insured or his legal personal representative shall in all cases be an effectual discharge to the Company.

**8. Overriding effect of Part II of the Schedule**

The terms and conditions contained herein and in Part II of the Schedule shall be deemed to form part of the Policy and shall be read as if they are specifically incorporated herein; however in case of any inconsistency of any term and condition with the scope of cover contained in Part II of the Schedule, then the term(s) and condition(s) contained herein shall be read mutatis mutandis with the scope of cover/terms and conditions contained in Part II of the Schedule and shall be deemed to be modified accordingly or superseded in case of inconsistency being irreconcilable.



**9. Duties of the Insured on occurrence of loss**

On the occurrence of any loss, within the scope of cover under the Policy the Insured Person shall:

- a. Forthwith file/submit a Claim Form in accordance with 'Claim Procedure' Clause as provided in Part II of the Policy.
- b. Assist and not hinder or prevent the Company or any of its agents from taking any reasonable steps in pursuance of their duties for ascertaining the admissibility of the Claim under the Policy.

If the Insured Person does not comply with the provisions of this Clause or other obligations cast upon the Insured Person under this Policy, in terms of the other clauses referred to herein or in terms of the other clauses in any of the Policy documents, all benefits under the Policy shall be forfeited, at the option of the Company.

**10. Contribution**

If at the time when any Claim arises under this Policy, there is any other insurance which covers (or would but for the existence of this Policy) and the amount to be claimed exceeds the sum insured under a single policy after considering the deductibles or co-pay, in the same Claim (in whole or in part), then We shall not be liable to pay or contribute more than Our rateable proportion of any Claim.

However, this condition shall not be applicable for all the benefit based covers under the Policy, as applicable

**11. Fraudulent claims**

If any claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no court action or suit is commenced within twelve months after such rejection or, in case of arbitration taking place as provided therein, within twelve (12) calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this Policy shall be forfeited.

**12. Cancellation/termination**

(a) Disclosure to information norm

The Policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact.

(b) You may cancel this Policy by giving Us 15 days written notice and in such case We shall refund premium on short term basis for the unexpired Policy Period as per the rates, provided no claim has been payable on Your behalf under the Policy.

PERIOD ON RISK	RATE OF PREMIUM REFUNDED
Up to 1 month	75% of premium
Up to 3 months	50% of premium
Up to 6 months	25% of premium
Exceeding six months	Nil

**13. Cause of Action/ Currency for payments**

All claims shall be payable in India shall be in Indian Rupees only.

**14. Policy Disputes**

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to be adjudicated or interpreted in accordance with the Laws of India and only competent Courts of India shall have the exclusive jurisdiction to try all or any matters arising hereunder. The matter shall be determined or adjudicated in accordance with the law and practice of such Court.

**15. Arbitration clause**

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 the dispute/difference, 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. 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.

**16. Renewal notice**

- a) We shall ordinarily renew the policy except on grounds of moral hazard, misrepresentation or fraud or non cooperation by the Insured. We shall not be bound to give notice that the renewal premium is due. Every renewal premium (which shall be paid and accepted in respect of this Policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to You that may result to enhance Our risk under the guarantee hereby given. Any change in the risk will be intimated by You to Us. Nothing herein or otherwise shall affect Our right to impose any additional terms and conditions on renewal or restrict any renewal terms as to premium or otherwise.
- b) The Policy may be renewed by mutual consent and in such event the renewal premium shall be paid to Us on or before the date of expiry of the Policy and in no case later than Grace Period of 30 days from the expiry of the Policy.

**17. Notices**

Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, or facsimile to  
In case of the Insured Person, at the address specified in Part I to this Policy.

In case of the Company:  
ICICI Lombard General Insurance Company Limited  
Zenith House, Keshavrao Khadye Marg,  
Mahalaxmi, Mumbai- 400 034.

Notice and instructions will be deemed served 7 days after posting or immediately upon receipt in the case of hand delivery, facsimile or e-mail.

**18. Customer Service**

If at any time the Insured requires any clarification or assistance, the Insured may contact the offices of the Company at the address specified, during normal business hours.

19. Grievances

In case the Insured is aggrieved in any way, the Insured Person may contact the Company at the specified address, during normal business hours.

If the situation so arises that, no reply is received from the Company with in one month or the Insured Person is not satisfied with the reply of the company, Insured Person may, subject to vested jurisdiction, approach Insurance Ombudsman relevant to their states for the redressal of his/ her grievance.

The details of Insurance Ombudsman is available at IRDA website: [www.irdaindia.org](http://www.irdaindia.org), from the website of General Insurance Council: [www.generalinsurancecouncil.org.in](http://www.generalinsurancecouncil.org.in) or from the office of the Company.

If the issue still remains unresolved, Insured may, subject to vested jurisdiction, approach Insurance Ombudsman for the redressal of his/ her grievance.

The details of Insurance Ombudsman are available below:

Ombudsman Offices	
Delhi, Rajasthan	2/2 A, 1st Floor, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI - 110 002
West Bengal, Bihar	29, N. S. Road, 3rd FL., North British Bldg. KOLKATA -700 001
Maharashtra	3rd Flr., Jeevan Seva Annexe, S.V. Road, Santa Cruz (W), MUMBAI - 400 054
Tamil Nadu, Pondicherry	Fatima Akhtar Court, 4th Flr., 453(old 312 ), Anna Salai, Teynampet, CHENNAI -600 018
Andhra Pradesh	6-2-46, 1st Floor, Moin Court, LaneOpp.SaleemFunctionPalace A.C. Guards, Lakdi-Ka-pool, HYDERABAD - 500 004.
Gujarat	2nd Flr., Ambica House, Nr.C.U. Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD - 380 014
Kerla, Karnataka	2nd Flr., CC 27/ 2603, PulinatBuilding, Opp. Cochin Shipyard, M.G. Road, ERNAKULAM - 682 015
North Eastern States	Aquarius, Bhaskar Nagar, R.G. Baruah Rd. GUWAHATI
Uttar Pradesh	Jeevan Bhawan, Phase 2, 6th Floor, Nawal Kishore Rd., Hazartganj,LUCKNOW - 226 001
Madhya Pradesh	1st Floor, 117, Zone II, (Above D.M. Motors Pvt. Ltd.) Maharana Pratap Nagar, BHOPAL - 462 011
Punjab, Haryana, Himachal Pradesh, J & K, Chandigarh	S.C.O. No. 101,102 & 103, 2nd Floor, BatraBuilding, Sector 17-D, CHANDIGARH - 160 017
Orissa	62, Forest Park, BHUBANESWAR - 751 009

The updated details of Insurance Ombudsman are also available on IRDA website: [www.irdaindia.org](http://www.irdaindia.org), on the website of General Insurance Council: [www.generalinsurancecouncil.org.in](http://www.generalinsurancecouncil.org.in), website of the company [www.icicilombard.com](http://www.icicilombard.com) or from any of the offices of the Company