

Tender Document

*Selection of Overseas Service
Provider (OSP)*

*For the Overseas Mediclaim
Policies (OMP) of*

Public Sector General Insurance Companies in India



THE ORIENTAL INSURANCE COMPANY LIMITED



NATIONAL INSURANCE COMPANY LIMITED



THE NEW INDIA ASSURANCE COMPANY LIMITED



UNITED INDIA INSURANCE COMPANY LIMITED

SECTION – I

INVITATION FOR BIDS

1. This invitation to Tender is for selection of Overseas Service Provider (OSP) for servicing of Overseas Medclaim Policies issued in India by Public Sector General Insurance Companies.
2. Prospective Bidders are advised to study the Tender Notice and Tender Document carefully for eligibility criteria and other requirements for submission of bids. Submission of Tender shall be deemed to have been done after careful study and examination of the Tender Notice and Tender Document with full understanding of its implications.
3. Sealed offers (Bids) prepared in accordance with the procedure enumerated in **Clause 1 of Section II** should be submitted to **Ms. Rajni Hari, Chief Manager, The Oriental Insurance Company Ltd. Corporate Office, Health Insurance Department, 3rd Floor, Block - 4, Plate-A, NBCC Office Complex, Kidwai Nagar East, New Delhi – 110023.**
4. All Bids must be accompanied by a Bid security in the form of Bank Guarantee of Rs. **5,00,000/- (Rupees Five Lacs only)** in favour of **“The Oriental Insurance Company Limited”** which shall be for the period during which the Tender is required to be valid as indicated below.
5. **Schedule for invitation to Tender:**
 - 5.1 Name of the Purchaser: **The four PSGICs namely The Oriental Insurance Company Limited, National Insurance Company Limited, The New India Assurance Company Limited and United India Insurance Company Limited.**
 - 5.2 Location where the services are to be provided: All over the world to the Insured persons under Overseas Medclaim Policies (OMP)/Overseas Travel policies issued in India by any of the **above four PSGICs.**
 - 5.3 Addressee and Address at which Tenders should be submitted:
Ms. Rajni Hari, Chief Manager, The Oriental Insurance Company Ltd. Corporate Office, Health Insurance Department, 3rd Floor, Block - 4, Plate-A, NBCC Office Complex, Kidwai Nagar East, New Delhi – 110023.
 - 5.4 Last date and time for receipt of bids is: **Tuesday, the 17th September 2024 by 5.00 PM.**
 - 5.5 Place, time and date of opening of Bids will be as under unless extended by the Purchaser:

S. No.	Bids	Date & Time	Venue for Opening of Bids
1	Pre-Qualification	18.09.2024 11:00 A.M.	The Oriental Insurance Company Ltd.
2	Technical Evaluation	18.09.2024 2:30 P.M.	Corporate Office, Health Insurance Department, 3rd Floor, Block - 4, Plate-A, NBCC Office Complex, Kidwai Nagar East, New Delhi – 110023.
3	Commercial Bids of Technically Qualified Bidders	20.09.2024 2.30P.M.	To be intimated in due course

- 5.6 Date till which the tender is valid: **180 (one hundred eighty) days from the last date of submission of the tender document.**

NOTE: The decision of the Purchaser will be final, and NO CORRESPONDENCE will be entertained in this regard.

SECTION – II

INSTRUCTIONS TO BIDDERS

Introduction

(Definitions for terms used in this Section are given in *Clause 1 of Section III* for reference)

1. Procedure for Submission of Bids

1.1 It is proposed to have a **three cover system** for this Tender.

1.2 A) **FIRST COVER**

(i) **Pre-qualification Bid (Original + 1 copy each in separate envelope);**

(ii) A letter in a **separate envelope**, describing the pre-qualifying technical competence and experience of the Bidder and also certifying the period of validity of Bids for 180 (one hundred eighty) days from the last date of submission of the tender document. Letter should specify the address, email address, alternate email address, telephone number of the contact person and fax number. Any communication from our side by email to both the email address and / or by fax would be deemed to be completed communication.

All the 3 envelopes mentioned in (i) and (ii) above to be kept together in one bigger envelope sealed & superscribed as “**Pre-Qualification Bid**”;

B) **SECOND COVER**

Technical Bid (Original + 1 copy each in separate envelope). Both the envelopes to be kept together in one bigger envelope sealed & superscribed as “**Technical Bid**”;

C) **THIRD COVER**

Commercial Bid (Original only) in one envelope sealed & superscribed as “Commercial Bid”.

All the 3 covers referred under A, B & C above should be kept in a master envelope sealed & superscribed with the wordings “OSP Tender (2024) – DO NOT OPEN BEFORE 17th September 2024”.

The cover thus prepared should also indicate clearly the name and address of the Bidder, to enable the Bid to be returned unopened in case it is declared “**Late**”.

1.3 Commercial Bid should indicate **Service Charges as percentage of premium and Percentage of committed Discount on total billed amount by the Hospitals in USA/Canada (as per format attached).**

1.4 Each copy of the Tender should be a complete document and should be bound as a volume. Different copies must be bound separately.

2. Cost of Tender

The Bidder shall bear all costs associated with the preparation and submission of its Bid, including cost of presentation for the purposes of clarification of the Bid, if so desired by the Purchaser. The Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tender.

2.1 **The Tender Document**

Contents of the Tender Document: The broad specifications of the Services required, tender procedures and Contract terms are prescribed in the Tender document. The Tender Document includes:

Section –I – Introduction

Section – II – Instructions to Bidders;

Section – III – General Conditions of Contract;

Section – IV – Details of “Pre-qualification Bid” & “Technical Bid”.

Section – V – Details of “Commercial Bid”

3. The Bidder is expected to examine all instructions, forms, terms and specifications in the Tender Document. **Failure to furnish all information required by the Tender**

Document or submission of a Bid not substantially responsive to the Tender Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid.

4. Clarifications on Tender Document

A prospective Bidder requiring any clarification on the Tender Document may notify the query to **Ms. Rajni Hari, Chief Manager, The Oriental Insurance Company Ltd. Corporate Office, Health Insurance Department, 3rd Floor, Block - 4, Plate-A, NBCC Office Complex, Kidwai Nagar East, New Delhi – 110023** at rajni.hari@orientalinsurance.co.in through email. The Purchaser will respond to any request for clarification on the Tender Document received not later than 04 days prior to the last date for the receipt of Bids prescribed by the Purchaser. The Purchaser's response (*including any explanation on the query but without identifying the source of inquiry*) will be displayed on the websites www.orientalinsurance.org.in, www.nationalinsuranceindia.nic.co.in, www.newindia.co.in, and www.uiic.co.in

5. Amendment of Tender Document

- 5.1 At any time, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by an amendment.
- 5.2 The amendment will be notified in writing or by fax / email to all prospective Bidders who have received the Tender Document and will be binding on them. Any amendment to the Tender Document would also be displayed on the websites of Purchaser.
- 5.3 In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Purchaser may, at its discretion, extend the last date for the receipt of Bids.
- 5.4 The contract shall be three years period and the selected OSP (Overseas Service Provider) from this tender exercise will be allowed to provide services to the Overseas Mediciclaim Policies or any other Health Insurances Policies for three years. The contract can be renewed subject to satisfactory performance review of the selected vendor by the GIPSA member companies.

6. Language of Bids

The Bids prepared by the Bidder and all correspondence and documents relating to the Bids exchanged by the Bidder and the Purchaser, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the Bid, the English translation shall govern.

7. Firm Price

- 7.1 Prices quoted must be firm and final and shall remain constant throughout the period of the Contract and shall not be subject to any upward modification whatsoever.
- 7.2 Attention of the Bidder is invited to the terms and conditions of payment given in **Clause 5 of Section III.**

8. Bidder Qualification

- 8.1 The "Bidder" as used in the Tender Documents shall mean the one who has signed the Tender Form. The Bidder may be either Overseas Service Provider or its duly authorized Representative, in which case he/she shall submit a certificate of authority. **All certificates and documents received hereby, shall as far as possible, be furnished by the Authorized Representative or the Principal, whom the Bidder is representing.**
- 8.2 It is further clarified that the individual signing the Tender or other documents in connection with the Tender must certify whether he/she signs as:

1. A “Sole Proprietor” of the firm or “Constituted Attorney” of such sole proprietor.
2. A partner of the firm if it be a partnership, in which case he/she must have authority to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or a “Power of Attorney”. In the alternative, the Tender should be signed by all the partners.
3. “Constituted Attorney” of the firm, if it is a company.

9. Bid Security

- 9.1** Pursuant to *Clause 4 of Section I* the Bidder shall furnish, as part of his Bid, a Bid security of the amount mentioned in *Clause 4 of Section I*.
- 9.2** The Bid security, pursuant to **Clause 4 of Section I** is required to protect the Purchaser against the risk of Bidder’s conduct, which would warrant the security’s forfeiture.
- 9.3** The Bid security shall be denominated in Indian Rupees, and shall be in the form of a Bank Guarantee *in favour of Oriental Insurance Company Limited* issued by a Nationalized / Scheduled Bank as per the banking norms laid down by the Reserve Bank of India (RBI) and should be valid for 180 days from the last date of submission of the Tender.
- 9.4** Any Bid not secured in accordance with the *Clause 4 of Section I* will be rejected by the Purchaser, as non-responsive.
- 9.5** Unsuccessful pre-qualified Bidder’s Bid security will be returned within one month of the announcement of the technically qualified bidders.
- 9.6** The successful Bidder’s Bid security will be discharged upon the Bidder executing the Contract, pursuant to *Clause 4 of Section I* and furnishing the performance security, pursuant to *Clause 4 of Section III*.
- 9.7** No interest will be payable by the Purchaser on the amount of the Bid Security.
- 9.8** The Bank Guarantee of the Pre-Qualified Bidder may be invoked –
1. If a Bidder withdraws his Bid during the period of Bid validity specified by the Bidder in the Bid; or
 2. In the case of a successful Bidder, if the Bidder fails:
 - (i) To sign the Contract in accordance with *Clause 8.2.2 of Section II* or
 - (ii) To furnish “performance security” in accordance with *Clause 4 of Section III*.

10. Period of Validity of Bids

Bids shall remain valid for 180 days from the last date of submission of the Tender. A Bid valid for a shorter period may be rejected by the Purchaser as non-responsive. In exceptional circumstances, the Purchaser may solicit the Bidder’s consent to an extension of the period of validity. The request and the responses thereto shall be by fax /email. The Bid security provided under *Clause 4 of Section I* shall also be suitably extended. A Bidder may refuse the request without forfeiting his Bid security. A Bidder granting the request will not be required nor permitted to modify his Bid.

11. Format and Signing of Bid

- 11.1** The Bidder shall prepare “Pre-qualification Bid” and “Technical Bid” in duplicate and “Commercial Bid” in original, clearly marking Original and duplicate as appropriate in accordance with *Clause 1 of Section II*. In the event of any discrepancy between them, the original shall govern.
- 11.2** The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract in accordance with *Clause 8.2 of Section II*. **The letter of authorization shall be indicated by written power of attorney accompanying the Bid. All pages of the Bid, except for unamended printed literature, shall be initialed by the person or persons signing the Bid.**

- 11.3** The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.
- 12. Revelations of Prices**
Prices in any form before opening the Price Bid should not be revealed, failing which the offer shall be liable to be rejected.
- 13. Criteria for Pre-Qualification of Bidders:** Following is the Eligibility criteria for evaluation of Pre-Qualification of Tender.

Eligibility Criteria for the Service Provider (OSP)

- (a) The OSP should have at least 5 years' experience in servicing Overseas Mediclaim and /or Travel policies
- (b) The OSP should have annually serviced at least 1,00,000 Policies relating to Overseas Mediclaim and/or Travel Policies during the last three financial years, 2021-22, 2022-23 and 2023-24.
- (c) The OSP should also have settled annually at least 3,000 claims pertaining to Overseas Mediclaim and / or Travel Policies during the last three financial years 2021-22, 2022-23 and 2023-24.
- (d) The OSP should either have legal entity of their own in India or a tie-up with an Indian Partner prior to the date of submission of the tender document. The Indian Partner, if any, should *not have been debarred by IRDAI in any manner* on the date of submission of the tender document.
- (e) The OSP should have at least one office each in North America, Singapore and Europe prior to the date of submission of the tender document.
- (f) The OSP should have at least one toll free number each in North America, Singapore, Europe and India or an International Toll Free Number prior to the date of submission of the tender document.

Information with regard to points (a), (b) & (c) above should be duly certified by the CEO/CFO/Company Secretary / Auditors.

14. Submission of Bids-Sealing and Marking of Bids

14.1 The Bidders shall seal and mark the original and each copy of the Technical Bid and Commercial Bid strictly in accordance with ***Clause 1 of Section II.***

14.2 If the outer cover of the Bid is not sealed and marked as required by ***Clause 1 of Section II,*** the Purchaser will assume no responsibility for the Bid's misplacement or premature opening.

15. Last Date for Receipt of Bids

15.1 Bids must be received by the Purchaser at the address specified under ***Clause 5 of Section I*** not later than the time and date specified ***therein.*** In the event of the specified date for the receipt of Bids being declared a holiday for the Purchaser, the Bids will be received upto the appointed time on the next working day.

15.2 The Purchaser may, at its discretion, extend the last date for the receipt of Bids by amending the Tender Document in accordance with ***Clause 5 of Section II*** in which case all rights and obligation of the Purchaser and Bidders previously subject to the last date will thereafter be subject to the last date as extended.

15.3 The Purchaser may, at its discretion, change the requirements mentioned in the document by giving an addendum later but before opening of the commercial Bid, if required.

16. Late Bids

Any Bid received by the Purchaser after the last date and time for receipt of Bids prescribed by the Purchaser, pursuant to ***Clause 5 of Section I*** will be ***rejected and / or returned unopened to the Bidder.***

17. **Modification and Withdrawal of Bids**

The Bidder may modify or withdraw its Bid after the Bid's submission provided that written notice of the modification or withdrawal is received by the Purchaser prior to the last date prescribed for receipt of Bids.

17.1 The Bidder's modification or withdrawal notice shall be prepared sealed, marked and dispatched in accordance with the provisions of **Clause 14 of Section II**. A Withdrawal notice may also be sent by email / Fax but followed by a signed confirmation copy by post, marked not later than the last date for receipt of Bids.

17.2 No Bid may be modified subsequent to the last date for receipt of Bids.

17.3 No Bid may be withdrawn in the interval between the last date for receipt of Bids, and the expiry of the Bid validity period specified by the Purchaser. **Withdrawal of a Bid during this interval may result in Bidder's forfeiture of his Bid security.**

18. **Address for correspondence**

The Bidder shall designate the official mailing address, place, telephone number, fax number and email address to which all correspondence shall be sent by the Purchaser. The Purchaser will not be responsible for non-receipt of any communication sent through any of the above channels.

19. **Opening of Bids by Purchaser**

Place, time and date of opening of Bids will be as under unless extended by the Purchaser

S. No.	Bids	Date & Time	Venue for Opening of Bid
1	Pre-Qualification	18.09.2024 11:00 A.M.	The Oriental Insurance Company Ltd. Corporate Office, Health Insurance Department, 3rd Floor, Block - 4, Plate-A, NBCC Office Complex, Kidwai Nagar East, New Delhi – 110023.
2	Technical	18.09.2024 2:30 P.M.	
3	Commercial Bids of Technically Qualified Bidders	20.09.2024 2.30P.M.	To be intimated in due course

20. **Clarifications**

If deemed necessary, the Purchaser may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Tender submitted or price quoted. The Purchaser may, if so desired, ask the Bidder to give presentation for the purpose of clarification of the Tender. All expenses for this purpose, as also for the preparation of documents and other meetings, will be borne by the Bidders.

21. **Preliminary Examination**

The Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required Bid security has been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.

- 21.1 A Bid determined as “not substantially responsive” will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 21.2 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or effect the relative ranking of any Bidder.
22. **Contacting the Purchaser**
No Bidder shall contact the Purchaser on any matter relating to his Bid; from the time of the Bid opening to the time the Contract is awarded. Any effort by a Bidder to influence the Purchaser’s Bid evaluation, bid comparison or Contract award decision may result in the rejection of the Tenderer’s Bid.

AWARD OF CONTRACT

23. **Technical Evaluation and Commercial Bid**
- 23.1 In addition to the pre-qualification, the Purchaser will shortlist to his satisfaction the successful bidders based on criterion, with minimum total marks for consideration of Commercial bid. The evaluation shall be as per the attached Evaluation Sheet as Annexure B. The decision of the Purchaser will be final.
- 23.2 It will also be based upon an examination of the documentary evidence of the Bidder’s qualification submitted by the Bidder, pursuant to **Clause 13 of Section II**. Any misrepresentation of facts may lead to outright rejection of the Bid and forfeiture of the bid security.
- 23.3 After that L-1 would be the criterion for selection of vendor.
24. **Award Criteria**
Subject to **Clause 23 of Section II**, the Purchaser will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest evaluated Bid.
25. **Purchaser’s Right to Accept Any Bid and to Reject Any or All Bids**
The Purchaser reserves the right to accept any Bid and to annul the Tender Process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser’s action.
26. **Notification of Award**
- 26.1 Prior to the expiration of the period of Bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or email or fax, that his Bid has been accepted. The receipt of acceptance should be sent by the Bidder in writing through registered post as well as by fax / email.
- 26.2 The notification of award will constitute the formation of the Contract.
27. **Signing of Contract**
Along with the notification of acceptance, the purchaser officer/s will send a contract of terms and conditions to be executed by the Overseas Service Provider, which shall be returned duly executed by it through an officer duly authorized to do so, together with the original authorization, within seven days of receipt thereof.
28. **Performance Security Bank Guarantee**
- 28.1 The selected bidder shall submit a Performance Security Bank Guarantee in the form of unconditional, unequivocal and irrevocable Bank Guarantee (BG) issued from any Indian Bank within 7 days of the receipt of notification of award from the purchaser equal to 10% of the value of the contract price or Rs. 50,00,000/- (Rupees Fifty Lakhs), whichever is higher, in favour of PSGICs for the period of contract. The performance bank guarantee shall remain valid till 90 days post completion of the Term of the Service Provider Agreement.

- 28.2 The purchaser may invoke the performance guarantee in case the selected bidder/OSP fails to discharge its contractual obligations during the agreement term. In the event of the OSP is being unable to service the Agreement for the reasons attributable to the him, or any team members, the Purchaser shall have the right to invoke the Performance Guarantee within the jurisdiction of Indian Territory.
- 28.3 Notwithstanding and without prejudice to any rights whatsoever of the Purchaser under the Agreement in the matter, the proceeds of the guarantees shall be payable to the Purchaser as compensation for any loss resulting from the failure of OSP, or any team members to perform/comply its obligations under the contract. The Purchaser shall notify the bidder in writing of the exercise of its right to receive such compensation, indicating the contractual obligation(s) for which the selected bidder is in default.
- 28.4 The Purchaser shall also be entitled to make recoveries from the selected bidder's bills, guarantees, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement in terms of bid and/or contract.
- 28.5 Failure of the successful Bidder to comply with the requirement of **Clause 28.1 of Section II** shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security, in which event the Purchaser may make the award to the next successful Bidder or call for new Bids.

Checklist for Bank Guarantee:

Performance BG should be in line with / comply with the following.

1. BG should be issued on not less than Rs.200 e-stamp / non-judicial stamp paper only.
2. Non-judicial stamp paper / e stamp paper should be purchased in the name of BG issuing bank only.
3. In case of e-stamp paper first party should be BG issuing bank and second party should be individual Insurers. .
4. Date of sale of non-judicial / e stamp paper shown on the BG and the stamp paper (BG) issued is not more than six months prior to the date of execution of BG.
5. Executing officer of BG should indicate his name, designation and power of attorney number / signing power no etc. on each page of BG.
6. Name and address of the supplier, name and address of Individual Insurer's and value are to be mentioned clearly.
7. Overwriting / cutting if any in BG should be authenticated under signature and seal of authorized signatory of BG issuing Bank.
8. BG number and BG date should be mentioned in all pages of BG and all pages are endorsed / signed by authorized signatories of issuing bank.
9. Amount mentioned in figures and words are to be matched.
10. Validity of BG should be in line with the contract.
11. BG should be unconditional.
12. Bank details of PSGICs shall be shared later on after award of contract.

29. **Publicity**

Any publicity by the Bidder in which the name of any of the Public Sector General Insurance Companies (PSGICs) is to be used, should be done only with the explicit written permission from the Purchaser.

SECTION III

GENERAL CONDITIONS OF CONTRACT

1. **Definitions**

In this Contract, the following terms shall be interpreted as indicated:

- a) "PSGICs" means, Public Sector General Insurance Companies i.e. The Oriental Insurance Company Ltd., National Insurance Company Ltd., The New India Assurance Company and United Insurance Company Ltd.
- b) The "Purchaser" means 04 Public Sector General Insurance Companies.
- c) "Purchaser Officer" means the Officer signing the acceptance of Tender and includes any officer who has the authority to execute the relevant Contract on behalf of each member company of the Purchaser.
- d) The "Contract" means the agreement entered into between the Purchaser and the Vendor as recorded in the Contract Form signed by the Purchaser and the Vendor, including all attachment and Annexures thereto and all documents incorporated by reference therein.
- e) The "Vendor" means the person or the firm or the Company with whom the contract for the Supply of Services is placed and shall be deemed to include the Vendor's successors, representatives (approved by the Purchaser), heirs, executors, administrators and permitted assigns, as the case may be unless excluded by the terms of the Contract.
- f) "The Contract Price" means the price payable to the Vendor under the Contract for the full and proper performance of his "Contractual obligations."
- g) "Financial Year" shall mean period from 1st April to 31st March.
- h) "Contract Period" shall be three years from 1st October,2024 or as notified by the purchaser.

2. **Application**

These General conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. **Use of Contract Documents and Information**

- 3.1 The Vendor shall not, without the Purchaser's prior written consent, disclose the Contract or any provision thereof, or any Information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Vendor in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 3.2 The Vendor shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in Clause 2 of Section II except for purpose of performing the Contract.
- 3.3 Any document, other than the Contract itself, enumerated in Clause 1 of Section II shall remain the property of the Purchaser.

4. **Performance Security**

The selected bidder shall submit a Performance Security Bank Guarantee in the form of unconditional, unequivocal and irrevocable Bank Guarantee (BG) issued from any Indian Bank within 7 days of the receipt of notification of award from the purchaser equal to 10% of the value of the contract price or Rs. 50,00,000/- (Rupees Fifty Lakhs), whichever is higher, in favour of PSGICs for the period of contract. The performance bank guarantee shall remain valid till 90 days post completion of the Term of the Service Provider Agreement.

The purchaser may invoke the performance guarantee in case the selected bidder/OSP fails to discharge its contractual obligations during the agreement term. In the event of the OSP is being unable to service the Agreement for the reasons attributable to the him, or any team members, the Purchaser shall have the right to invoke the Performance Guarantee.

Notwithstanding and without prejudice to any rights whatsoever of the Purchaser under the Agreement in the matter, the proceeds of the guarantees shall be payable to the Purchaser as compensation for any loss resulting from the failure of OSP, or any team members to perform/comply its obligations under the contract. The Purchaser shall notify the bidder in writing of the exercise of its right to receive such compensation, indicating the contractual obligation(s) for which the selected bidder is in default.

The Purchaser shall also be entitled to make recoveries from the selected bidder's bills, guarantees, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement in terms of bid and/or contract.

Failure of the successful Bidder to comply with the requirement of Performance Security Bank Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security, in which event the Purchaser may make the award to the next successful Bidder or call for new Bids.

5. **Currency of Payment of Fee/Service Charges**

The Fee shall be paid in US Dollars or any other mutually accepted currency.

5.1 Terms of Payment of service fees:

a) OSP shall raise the fee debit note on quarterly basis. Bills shall be raised by the OSP after taking a confirmation on the premium booked for the relevant period without any reminder from the insurers. The fee bill should be supported by the relevant tax residency certificate active for the period to enable the purchaser to process the fee on priority. Failure to submit the fee bills within the scheduled timelines by OSP shall not render the purchaser liable for any default or charges.

b) Fee payable for the services shall be as per letter of award of Contract.

c) Payment for fees shall be made in US Dollars or any other mutually accepted currency.

d) Payment shall be made via electronic fund transfer only to the bank account specified and recorded with the purchaser.

e) No payment shall be made in advance on award of the contract.

f) Payments shall be made only on receipt of fee debit note/invoice from the Overseas Service Provider, after completion of the scope of work to the satisfaction of the purchaser.

g) It may be noted that the purchaser shall not pay any amount / expenses / charges other than the agreed amount as per the contract.

h) The percentage of fee/service charges mentioned are exclusive of all the taxes and duties as applicable.

I) All payments shall be subject to taxes as per the tax rules prevalent at the time of payment from the country of origin.

j) All the payments would be against the submission of the invoices to the Company along with the relevant supporting documents, if any.

k) All invoices shall be paid within 30 days from the date of receipt or as per the payment terms agreed in Service Provider Agreement.

6. **Contract Amendments**

No valuation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

7. **Termination for Default**

(a) The Purchaser may, without prejudice to any other remedy for breach of Contract by written notice of default sent to the Vendor, terminate the Contract in whole or in part –

If the Vendor fails to deliver any or all of services within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to *Clause 5 of Section II*.

OR

If the Vendor fails to perform any other obligation(s) under the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to *Clause 7 (a) of Section III* the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered and the Vendor shall be liable to the Purchaser for any excess costs for such similar Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.

8. **Force Majeure**

Notwithstanding the provisions of *Clause 7 of Section III* the Vendor shall not be liable for forfeiture of his performance security, liquidated damages or termination for default, if and to the extent that, his delay in performance or other failure to perform his obligations under the Contract is the result of an event of Force Majeure.

8.1 For Purposes of this Clause, “Force Majeure” means an event beyond the control of the Vendor and not involving the Vendor fault or negligence and not foreseeable. Such events may include, but are not restricted to acts of the Purchaser either in its **Sovereign or Contractual capacity, wars or revolutions, fires, explosion, floods, storms, earthquake, sabotage and terrorism, epidemics, quarantine restrictions and freight embargoes.**

8.2 If a Force Majeure situation arises, the Vendor shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless other-wise directed by the Purchaser and is reasonably practical, shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

9. **Termination due to insolvency**

The Purchaser may at any time terminate the Contract by giving written notice to the Vendor, without compensation to the Vendor, if the Vendor becomes bankrupt or other-wise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

10. **Arbitration**

10.1 The Purchaser and the Vendor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

- 10.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Vendor have been unable to resolve amicably a Contract dispute, either party shall require that the dispute be referred for resolution to the formal mechanism specified in **Clause 10.3 of Section III**.
- 10.3 Any claim, controversy or dispute of any kind or nature arising out of or relating to this Contract or breach thereof or to the construction, existence, interpretation, meaning or validity thereof or to the operation or performance thereunder, involving any of the parties, or anyone claiming the rights of any party to this contract shall be resolved by arbitration in the Republic of India in accordance with the provisions of The Indian Arbitration and Conciliation Act, 1996 as amended from time to time and for the time being in force, and it is the intent and purpose of the parties hereto, to make the submission to arbitration any dispute or controversy arising out of this condition precedent to any legal or equitable action or proceeding of any nature.
- 10.4 The Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modification or re-enactments thereof made till the date of signing of Contract, shall apply to the arbitration proceedings.
- 10.5 The venue of Arbitration shall be the place from where the Contract is issued i.e. Jurisdiction of Mumbai/New Delhi / Kolkata/Chennai High Court.

11 **Governing Language**

The Contract shall be written in the language of the Bid, as specified by the Purchaser in the Instructions to Bidders. Subject to **Clause 6 of Section II** that language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in that same language.

12. **Applicable Law**

- a. The contract shall be interpreted in accordance with the laws of India.
- b. Irrespective of the place of service or the place of performance or the place of Payments under the contract, the contract shall be deemed to have been made at the place from which the notification of acceptance of the tender has been issued.
- c. The courts of the place from where the notification of acceptance has been issued- shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

13. **Foreclosure of Contract:**

The Purchaser shall have the right to foreclose the Contract at any time during the tenure of the contract without assigning any reasons whatsoever by giving notice of at least thirty days to the selected bidder/OSP of its intention to do so, without any claim of damages by the selected bidder. The selected bidder may also foreclose the contract by giving at least three months' advance notice to the Purchaser without assigning any reasons.

14. **Performance Evaluation:**

A Confidential performance evaluation of the overall performance shall be done by the dealing official(s) on periodical basis & continuation of the contract shall be primarily depending upon their performance. In case the performance is found to be unsatisfactory at any point of time, the contract shall be terminated forthwith and security deposit will be forfeited apart from blacklisting.

15. **Duration of Contract Period**

The proposed contract shall be valid for a period of 3 years from the date of signing of the Agreement which may be extended for a further period of two years (One year each) at the sole discretion of the Purchaser on satisfactory performance of contract by the Overseas Service Provider.

16. **Penalty:**

- a) In case of failure on the part of OSP to process and settle the claims within the scheduled Timelines resulting in penalty from any concerned authorities within the jurisdiction of the country of claims origin or jurisdiction of India, the OSP shall be liable to bear the penalty charges as levied.
- b) In case of wrong processing and settlement of claims beyond the coverage under the OMP/Travel product, in such a case the purchaser shall levy a penalty upto 50% of the wrongfully processed amount depending on the severity of the case.

17. Disclaimer:

- a. The information contained in this Tender Document or information provided subsequently to Bidder(s) whether verbally or in documentary form by or on behalf of purchaser, is provided to the Bidder(s) on the terms and conditions set out in this Tender document and all other terms and conditions subject to which such information is provided.
- b. This Tender Document is neither an agreement nor an offer and is only an invitation by the purchaser to the interested parties for submission of Bids. No contractual obligation whatsoever shall arise from the Tender process unless and until a formal contract is signed and executed by purchaser with the selected Bidder. This document should be read in its entirety. The purpose of this Tender Document is to provide the Bidder(s) with information to assist the formulation of their bids.
- c. This Tender Document does not claim to contain all the information each Bidder may require. The purchaser shall incur no liability under any law, statute, rules or regulations as to accuracy, reliability or completeness of this document. The purchaser may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender Document. The purchaser reserves the right to reject any or all the bids received in response to this document at any stage without assigning any reason whatsoever. The decision of the purchaser in this regard shall be final, conclusive and binding on all the parties. The information provided by the bidder in response to this document will become the property of the purchaser and will not be returned. No contractual obligation whatsoever shall arise from the Tender process until a formal contract/service agreement is signed and executed by duly authorized representatives of the purchaser with the selected Bidder.

SECTION IV

PRE-QUALIFICATION BID AND TECHNICAL BID

1. **Functions to be performed**

Functions expected from Overseas Service Provider / Claim Settling Agent (including functions of the Indian Service provider / branch of the OSP in India) is given in **Annexure A**. The OSP would be required to service the Overseas Mediclaim Policies as per specimen of the Policies and its variants (copy of specimen Policies attached as **Annexure B&C**). Any new Overseas Mediclaim policy or any modification in the existing policies and its variants made by the purchaser and duly communicated to the OSP will be deemed part of the contract to be serviced by the OSP.

2. **Pre-qualification Bid**

For the Bidder to become eligible for his technical bid to be opened he should satisfy with documentary proof the following pre-qualification requirements.

- a. The OSP should have at least 5 years' experience in servicing Overseas Mediclaim and/or for Travel policies.
- b. The OSP should have annually serviced at least 1,00,000 Policies relating to Overseas Mediclaim and /or Travel Policies during the last three financial years **2021-22, 2022-23 and 2023-24**.
- c. The OSP should also have settled annually at least 3,000 claims pertaining to Overseas Mediclaim and / or Travel Policies during the last three financial years **2021-22, 2022-23 and 2023-24**.
- d. The OSP should either have legal entity of their own in India or a tie-up with an Indian Partner prior to the date of submission of the tender document. The Indian Partner, if any, should *not have been debarred by IRDAI in any manner* on the date of submission of the tender document.
- e. The OSP should have at least one office each in North America, Singapore Europe and India prior to the date of submission of the tender document and should be functional till atleast 90 days of the completion of the contract period.
- f. The OSP should have at least one toll free number each in North America, Singapore, Europe and India or / an International Toll Free Number prior to the date of submission of the tender document and it should be functional till atleast 90 days of the completion of the contract period.

Information with regard to points (a), (b) and (c) above should be duly certified by the CEO/CFO/Company Secretary /Auditors

3. **Technical Bid**

The qualifying Bids shall be evaluated on “technical parameters” as per attached **Annexure D**. The Bids which qualify on the minimum criteria decided by the “Bid Evaluation Committee” shall be eligible for further process of opening of the Commercial Bids.

A. **Network of Offices**

- (a) Number of offices owned by the bidder separately in US/Canada, Singapore, Europe, Asia & other countries
- (b) Number of tie-up offices of the bidder separately in US/Canada, Singapore, Europe, Asia & other countries
- (c) IT Capabilities
 - (i) Network providers search capability for clients
 - (ii) On-line Claim reporting facility
 - (iii) On-line Claims status
 - (iii) On-line Grievance Redressal Mechanism

- (iv) Online customer feedback and survey form.
- (v) Details of contact office and officials in case of assistance in claims, risk coverage and policy related matters.
- (vi) Web-Integration facility with core system of PSGICs to have a real time facility for claims registration and updates.
- (vii) Information facility through SMSs and e-mail from OSP at every stage of claims registration and processing.
- (viii) Help Desk Assistance Facility: India and Abroad 24*7 in English and Hindi.

Note: Also provide website address(s)

B. Details of Claim Settled (last 3 years – year-wise)

- (a) Number of Overseas Mediclaim/Travel Insurance Claims serviced during the ‘financial years’ **2021-22, 2022-23 and 2023-24** in US / Canada and Other countries
- (b) Average time taken to settle the claim;
- © Average Percentage of committed discount given per claim for the last 3 financial years (Insurers Wise).
- (d) Details of number of claims reported, settled and repudiated in the last 3 financial years. A summary of reasons of repudiation of claims should also be provided.

C. Experience

Number and Name / website and Fax Number of the Insurance Companies country-wise to whom bidder has provided service in the past 3 years’ financial years along with references from at least 3 reputed insurers. Bidders should also submit audited Annual accounts (Annual Reports) for the last three years (**2021-22, 2022-23 and 2023-24**).

D. References

References from atleast 3 reputed insurers’ along with details like Name, Address, Telephone & Fax Numbers and email address of the contact person along with approximate business serviced.

E. Toll Free Numbers

- (a) Details of International ‘Toll Free Number’ or if not, number of Toll Free Numbers with ‘respective jurisdiction’ name e.g. North America, Singapore, Europe & India (State the Toll free numbers)
- (b) Whether ‘Toll Free Lines’ are manned by employees fluent in English communication in America & Europe.
- (c) Whether ‘Toll Free Lines’ in India are manned by employees fluent in Hindi Language and in English Language.
- (d) Whether Toll Free Lines and e-mail addresses are active 24*7.

F. Network of ‘Hospitals’ and ‘Discounts’

- (a) Number of Hospitals having tie up arrangements with the bidder in US/Canada & Other countries with a summary of Top 25 utilised Network Hospitals and Committee discount given in the last three financial years. Sample 5 Hospitals invoices should be appended to check the percentage of committee discount on total billed amount in US/Canada.
- (b) Average Percentage discount negotiated by the bidder with the Hospitals with supporting documentary evidence in US/Canada & other countries.

Note: Please mention Percentage specifically and not range of percentages.

Information with regard to points A to F above should be duly certified by the CEO/CFO/Company Secretary /Auditors

SECTION V

COMMERCIAL BID

1. The rate for servicing the Overseas Medclaim Policies should be quoted by the tenderers only in percentage to premium basis and not as a range or on sliding scale basis.

(.....Percentage of premium.)

2. Committed Discount: Means the discount offered by the vendor on all eligible claim components (Ambulance charges, Doctor house call/Visit, Emergency cases, Dental Treatments and expenses that are normally excluded) in the invoices of the Network Service Providers, Net of all cost/Expenses in US/Canada and inclusive of volume discount, but subject to prevailing discounting system in those countries provided the insurer releases the funds to the OSP within 21 days of receipt of Bordeaux by the insurer.

Format for Commercial Bid	
1 Percentage on Annual Premium towards Service Charges
2 Percentage as committed discount on total billed amount in US/Canada (Net of all costs/Expenses.)

Note: Under the commercial bid a weight-age of 75% shall be given to the service charges proposed as percentage of annual premium and 25% to the committed discount proposed on total billed amount in US/Canada.

FUNCTIONS OF THE OVERSEAS SERVICE PROVIDER AND ITS INDIAN CO-ORDINATOR / CLAIM SETTLING AGENT UNDER OVERSEAS MEDICLAIM POLICIES

Functions

General

1. To render assistance to Insureds traveling abroad as and when required.
 - (i) to provide assistance to the Insured on 24 hours, 365 days a year response around the globe.
 - (ii) Multi-lingual staff (including Hindi / English speaking staff on Indian Toll Free Numbers.
 - (iii) A world-wide network of offices / partner offices.
2. To make payments directly to Hospitals/Medical Service Providers and/or Insureds.
3. To maintain confidentiality of the business and business data & statistics
4. To respond to queries from four Public Sector Indian Insurance Companies. To have experienced specialists to assist in the administration of claims.
5. Submission of contact details of SPOC (Single Point of Contact) – (For OSP as well as its Indian partner) for claims assistance/updates, grievance handling and for other policy related aspects.

Underwriting

5. To offer support on policy improvements by obtaining information on products available overseas, vis-à-vis the Indian market needs.
6. To guide the companies to underwrite substandard risks as and when approached by them.
7. To organize training programmes for the benefit of the Underwriting Offices of the Insurer once a year in four metro cities.

Claims

8. To provide necessary guidance and assistance to insured on receipt of claim intimation including completion of claim documentation.
9. To scrutinize and process claims when submitted by policyholders on their return to India.
10. To process and sanction claim upto US \$ 500 on Fast Track basis and keep the companies informed on such fast track settlement.
11. To process and settle claims as per the guidelines provided by the four insurance companies. The OSP must disburse claims to the providers and the beneficiaries immediately and submit a statement of disbursement to the insurer incorporating the amount and date of payment.
12. To operate the funds provided by the companies and submit reconciled claim paid statements against the funds provided.
13. Discount obtained on grounds of assured volume to the networked hospitals should be passed on to the companies and should be reflected in the Reconciliation sheet submitted.
14. To follow up on delay in claim settlement etc.
15. To be on-line with a Branch Office in India / Indian Service Provider to facilitate faster claims processing and other related assistance.
16. To attend on specific enquiries and complaints regarding claim.
17. Large claims reported (where claims is likely to exceed US \$ 15,000) on case by case basis to be notified to HO of the Companies along with submission of entire claim docket in electronic form.
18. Regarding investigations the companies and the OSP to coordinate with each other.
19. To obtain all possible discounts, such as discounts from network hospitals / volume discounts / negotiated discounts / any other discounts.
20. To comply with any revised guidelines issued by Insurance Companies during the period of contract.
21. System Integration for claims registration and Processing.

Reporting and Statistics

20. To co-ordinate with the four Public Sector General Insurance Companies for routine matters on statistics, reports, claim documentations from clients.
21. The premium data would be sent by the four Insurance Companies to the Overseas Service Provider in Excel format through Indian Coordinator.
22. To give Companies monthly loss ratio statements based on premium figures obtained from the company and claim details available with the OSP.

23. To advise the companies on monthly basis, office-wise, details of claims intimated, claims paid, claims outstanding, and claims declined. Quarterly statements of claims paid, plan-wise, age-wise, Disease-wise, and country wise are also to be provided.
24. To provide the glossary of medical terms for circulation to the operating offices.
25. To assist the Companies in finalizing and realizing the underwriting manual for use of operating offices.
26. To design and advice on publicity materials.
27. To assist in establishing systems in offices of the companies nominated to issue OMP.
28. IT Capabilities to be maintained as under:
 - (i) Network providers search capability for clients
 - (ii) On-line Claim reporting facility
 - (iii) On-line Claims status
 - (iv) On-line Grievance Redressal Mechanism

Process of claims registration, processing and submission to PSGICs for payment:

1. Facility shall be provided by selected bidder/OSP for claims intimation to insured customers through web portal facility capturing minimum information to lodge and intimate claims.
2. The web portal shall have the facility to check the status of claims lodged by insured customers on real time basis at various stages.
3. It shall be ensured that the insured customers shall be informed about services to be provided under Overseas Policies, successful policy enrollment, claims intimation, processing, settlement and about final payment status. They shall also be informed about claims denied/repudiated as per policy terms. It shall be the duty of the OSP to call for contact details such as mobile number and email id to send communique on services on registered mobile number and email id.
4. It shall be the duty of the OSP to coordinate with Network Providers to call for documentary support or evidences required for claim processing directly. The insured shall not be bothered in any way and all requisites shall be sent to Network Providers in one go and not in piece meal manner.
5. The OSP shall coordinate with Network Provider to provide cashless facility to insured customers. The OSP shall provide contact details active throughout the period of contract for convenience of the insured customers.
6. The web portal of the OSP shall be directly integrated with core application software of the PSGICs so that the claims registered and settled could be accessed by PSGICs and further processed for final payment.
7. It shall be the duty of the OSP to process all claims and to provide the copies of the entire claim docket to PSGICs for checking and final payment. The claim file should be supported by claims scrutiny sheet along with recommendations of the OSP.
8. The claim files shall be timely provided so that the committed discount as agreed with the Network Providers may be timely claimed. To claim for committed discount, the claim should be immediately registered, processed and be provided to PSGICs to avail the benefit of committed discount. In case of delay in submission of claims to PSGICs by OSP due to which the benefit of committed discount could not be claimed, the OSP shall be solely responsible for such a loss made to PSGICs and would be recovered from them.
9. Statement of Bordereau for claims processed and settled by OSP shall be submitted every fortnight within 3 days at the end of every fortnight. It shall contain detailed information on claim along with committed discount, if any, date of intimation/registration of claim at OSP System. Timelines on claims registered, settled and sent for payment to PSGICs shall too be captured in the Bordereau to assess delay, if any.
10. It shall be ensured that the OSP applies the rate of exchange of dollar, the day the claim has been registered and not otherwise. Under the Bordereau there should be a specified column to capture the date of exchange rate applied.
11. On check-ing and scrutiny of claims settled and recommended for payment by PSGICs the payment shall be made to OSP's account only for cashless claims which shall further be disbursed by OSP to Network Providers within 3 days of date of funds transferred by PSGICs. All payments related to reimbursement claims shall either directly be made by PSGICs to individual beneficiaries or through their Indian partner.
12. On payment of claims by the OSP or by their partners to Network Providers or to beneficiaries, a detailed statement with date of final disbursement and Unique Transaction Reference (UTR) must be immediately shared by OSP/Indian Partner with PSGICs for reconciliation.
13. Delay in payment beyond 3 days of fund transfer by PSGICs shall attract penalty depending on instances and mutual discussion with PSGICs.
14. No claim would be processed for final claim payment without a claim docket provided by OSP.
15. Apart from the web portal facility to check claim status, it shall also provide grievance redress
- 16.

17. al mechanism (register and resolution status) for insured customers. The web portal should contain a page for customer satisfaction survey form to enable and capture feedbacks, which in a consolidated form shall be submitted to PSGICs on monthly basis.
18. OSP to ensure that claim be registered and processed as per terms and conditions of the issued policy only. In case of tailor-made policies, it shall as per the issued policy schedules only.
19. The PSGICs shall have a continued monitoring and review of claims processed by OSP. In case of wrongful processing of claims beyond the coverage under the issued policy, due recovery for the wrongfully settled amount along with a maximum penalty upto 50% of the wrongfully settled amount shall be recovered from OSP. Though sufficient time would be given to OSP for their representation on the matter.
20. The OSP shall prepare the bordereaux in accordance with the admissible amounts as specified by the policy terms and conditions. The OSP must inform the insured parties about any claims amounts deemed inadmissible, such as registration charges, surcharges, and similar items, and must present these items separately. Additionally, the OSP is required to provide the insured parties with clear information regarding both admissible and inadmissible amounts under the policy.

SPECIMEN POLICY

.....**Insurance Company Limited**
Head Office

(OSP to cater to claim processing of each type of policy of each insurer)

OVERSEAS MEDICLAIM POLICY

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

Now this policy provides as follows:

DEFINITIONS:

The following definitions apply throughout this insurance:

1. **Accident** - means a sudden, unforeseen, and involuntary event caused by external, visible and violent means.
2. **Acquired Immune Deficiency Syndrome** - means the meanings assigned to it by the World Health Organization. Acquired Immune Deficiency Syndrome shall include HIV (Human Immune- deficiency Virus), encephalopathy (dementia), HIV Wasting Syndrome, and ARC (AIDS Related Condition).
3. **Age** - means completed years as at the effective date.
4. **Assistance Company** - shall mean OSP and/or its registered branch offices situated worldwide providing assistance to the insured.
5. **Common Carrier** - means any civilian land or water conveyance or scheduled aircraft in each case operated under a valid license for the transportation of passengers for hire.
6. **Condition precedent** - means a policy term or condition upon which the insurer's liability under the policy is conditional upon.
7. **Cashless Service** - means a facility extended by the assistance company on behalf of the insurer to the insured where the payments, of the costs of treatment undergone by the insured in accordance with the policy terms and conditions, are directly made to the network provider by the insurer to the extent of pre-authorization approved.
8. **Checked Baggage** - means the baggage handed over by the insured person and accepted by an international airline / carrier while travelling from the Republic of India for transportation in the same mode of conveyance as the Insured Person travels and for which the carrier has issued a baggage receipt.
9. **Contribution** - means essentially the right of an insurer to call upon other insurers, liable to the same insured, to share the cost of an indemnity claim on a rateable proportion of sum insured. This clause shall not apply to any benefit offered on fixed benefit basis.
10. **Congenital Anomaly** - means a condition(s) which is present since birth, and which is abnormal with reference to form, structure or position.
 - Internal Congenital Anomaly - which is not in the visible and accessible parts of the body
 - External Congenital Anomaly - which is in the visible and accessible parts of the body
11. **Day** - means a period of 24 consecutive hours.
12. **Disease/illness** - means 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 - 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 - 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.
13. **Dental Treatment** - is a treatment carried out by a dental practitioner including examinations, fillings (where appropriate), crowns, extractions and surgery excluding any form of cosmetic surgery/implants.
14. **Deductible** - is a cost sharing requirement 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. The deductible is applicable per event.
15. **Eligible Children** - means named dependent children including adopted and step children of the insured person between Ages six (6) Months and eighteen (18) years (twenty-three (23) years if attending as a full time student in an accredited institution of higher learning) who are unmarried, who permanently reside with the insured person, and receive the majority of maintenance and support from the insured person.
16. **Eligible Family** - means the insured person and/or the insured person's spouse and/or, the insured person's eligible children & insured person's parents.

17. Grace Period - means the specified period of time immediately following the premium due date during which a payment can be made to renew or continue a policy in force without loss of continuity benefits such as waiting periods and coverage of pre-existing diseases. Coverage is not available for the period for which no premium is received.

Such facility is only applicable in Annual multi trip Policies.

18. Hijack: shall mean any unlawful seizure or exercise of control, by force of or violence or threat of force or violence and with wrongful intent of an aircraft or any other common carrier in which the insured person is travelling as a passenger.

19. Hospital - A hospital means any institution established for In-patient care and day care treatment of sickness and/or injuries and which has been registered as a Hospital with the local authorities, wherever applicable, and is under the supervision of a registered and qualified medical practitioner AND must comply with all minimum criteria as under:

- has at least 10 inpatient beds, in those towns having a population of less than 10,00,000 and 15 inpatient beds in all other places;
- 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 will make these accessible to the Insurance company's authorized personnel.

20. Hospitalisation - means admission in a Hospital for a minimum of 24 In-patient care consecutive hours except for specified procedures / treatments, where such admission could be for a period of less than 24 consecutive hours.

21. IRDAI - means Insurance Regulatory and Development Authority of India.

22. Immediate Family Member - means an Insured Person's legal spouse; siblings; siblings-in-law; parents; parents-in-law; legal guardian, ward; step-parents; who reside in India

23. Inclement weather: shall mean any severe weather condition, which delays the scheduled arrival or departure of a common carrier. This does not include normal seasonal climatic/weather changes.

24. Injury - means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible means which is verified and certified by a medical practitioner / physician.

25. Inpatient / Inpatient Care - means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.

26. Insurable event: shall mean an event, loss or damage for which the insured shall be compensated under the policy.

27. Insured Journey/Trip - means any journey undertaken within policy period and which commences when the passenger boards the aircraft for onward overseas journey and terminates when he disembarks on return to India or the policy expiration date whichever is earlier.

• Single trip shall mean one trip to a destination outside of the Republic of India during the policy period, the details of which are specified in the schedule to this policy.

• Annual multi trip shall mean two or more trips to a destination outside of the Republic of India during the policy period.

28. Insured Period(s) - means with respect to the policy, the period commencing with the effective commencement date of the policy and terminating with the expiration date of the policy as stated in the policy schedule and any subsequent period for which the Policy may be extended/renewed.

29. Insured Person - is a person named in the Overseas Mediciam Policy Schedule, for whom the appropriate premium has been paid.

30. Land/Sea Arrangements - means pre-paid travel arrangements for a scheduled tour, trip or cruise included within the description of covered trips on the proposal and declaration form and arranged by a tour operator, travel agent, cruise line or other organization.

31. Loss of eye- means the total and irrecoverable loss of sight from one or more eyes.

32. Loss of limb- means the loss of a hand or foot by permanent physical severance at or above the wrist or ankle including total and permanent loss of use of a hand or foot.

33. Medical Advise - means any consultation or advice from a medical Practitioner including the issue of any prescription or repeat prescription.

34. Medical Advisors- are medical Practitioners appointed by OSP.

35. 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.

36. Medically Necessary - means 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.

37. Medical Related Expenses reasonably and necessarily incurred- means expenses that in the opinion of the treating physician and OSP are medically necessary in order to maintain life and/ or relieve immediate pain or distress for illness/disease/accident first manifested/occurring during the period of insurance.

38. Money: It means cash, bank drafts, current coins, bank and currency notes, treasury notes, cheques, postal orders, current postage stamps that are not part of a collection and luncheon voucher.

39. Notification of Claim - means the process of notifying a claim to the insurer or 'OSP' by specifying the timeliness as well as the address / telephone number to which it should be notified.

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

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

When injury/illness/ accident covered under this policy is contracted during policy period and treatment for the same commences during the period and continues beyond the expiry date of this policy, only emergency expenses would be paid up to 90 days from the date of expiry of the policy provided the insured person is medically incapable of travel. 'OSP' must be notified immediately as soon as it is known that insured person is unfit to return to India. If any new illness/injury/accident is contracted beyond the expiry date of the policy, treatment for the same would not be covered.

41. Permanent total disablement- means a condition wherein the insured person is permanently, totally and absolutely disabled from engaging in any employment or occupation of whatsoever description.

42. Physician / Medical Practitioner - means

- 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 his license, or
- a licensed medical practitioner acting within the scope of his license and who holds a degree of a recognized institution and is registered by the Authorized Medical Council of the respective country.

The attending physician / medical practitioner will not be (a) an insured person or (b) your immediate family member or c) anyone who is living in the same household as the Insured

43. Policy - means the insurance contract, the policy schedule, and any attached enrollment forms, endorsements, papers or riders.

44. Policy Schedule - means the policy schedule attached to and forming part of the policy.

45. Pre-existing Condition - means any condition, ailment or injury or disease, that is/are diagnosed by a physician within 12 months prior to the effective date of the policy issued by the insurer or for which medical advice or treatment was recommended by, or received from, a physician within 12 months prior to the effective date of the policy.

46. Proposal Form - means any signed proposal by filling up the questionnaires and declarations, written statements and any information including the medical history and physician's report and certificate in addition thereto supplied to us by you and which forms the basis of this policy and is deemed to be attached and which forms a part of this policy.

47. Professional Sports - means a sport, which remunerates a player in excess of 50% of his or her income as a means of their livelihood.

48. Renewal - means 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.

This is applicable only in annual multi trip policies.

49. Room Rent - means the amount charged by a hospital for the occupancy of a bed on per day (24 hrs) basis and shall include associated medical expenses.

50. Scheduled Airline - means any civilian aircraft operated by a civilian scheduled air carrier holding a certificate, license or similar authorization for civilian scheduled air carrier transport issued by the country of the aircraft's registry, and which in accordance therewith flies, maintains and publishes tariffs for regular passenger service between named cities at regular and specified times, on regular or chartered flights operated by such carrier.

51. Serious Injury or Sickness - means injury or sickness certified as being dangerous to life by a legally qualified Physician.

52. Service Provider: shall mean any person, organisation or institution providing services to the insured for an insurable event.

53. Strike: shall mean a stoppage of work (a) announced, organized and sanctioned by a labour union and (b) which interferes with the normal departure and arrival of a common carrier. Work slowdowns and lockouts shall also be included in the definition of "strike".

54. Sound Natural Teeth - means natural teeth that either are unaltered or are fully restored to their normal function and are Disease-free, have no decay and are not more susceptible to Injury than unaltered natural teeth.

55. Spouse - means your legal husband or wife.

56. Sum Insured - means the maximum amount of coverage, as specified in the schedule to this policy, that the Insured is entitled to in respect of each benefit and is applicable under each section of this policy or the schedule of benefit per incidence/loss, arising out of the same illness/injury.

57. Subrogation - means the right of the insurer to assume the rights of the insured person to recover expenses paid out under the policy that may be recoverable from any other source.

58. Terrorist Act- it means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption or commission of an act dangerous to human life or property against any individual, property or government with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interest, whether such interest are declared or not. Terrorism shall also include any act, which is verified or recognized by the relevant Government as an act of terrorism. Robberies or other criminal acts primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered terrorist acts. Terrorism doesn't include general civil protest, unrest, rioting or an act of war.

59. Traveling Companion - means up to two (2) named person(s) who is/are booked to accompany you on the trip.

60. Trip- shall mean a journey out of the country of residence and back during the policy period.

61. Termination: The insurance terminates on the last of the number of days specified in the schedule or return to immigration/customs of the country of residence on completion of the trip whichever is earlier. If return is delayed for any covered reason, coverage is extended until the insured are able to return to the insured's city of residence. The day the insured departs and the day the insured return are counted and included as separate days when determining duration of coverage.

62. Reasonable and Customary charges - means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services, taking into account the nature of the illness/injury involved.

- 63. Valuables-** means photographic, audio, computer, telecommunication and electrical equipment, telescopes, binoculars, spectacles, sunglasses antiques, watches, jewellery, furs and articles made of precious stones and metals.
- 64. War** - means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.
- 65. We, Us, Our** - means The Insurance Company Limited.
- 66. You/Your/Yourself** - means the Insured Person(s) who is named in the policy schedule.

GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS

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

- (i) The policy will be valid only if the insured journey commences within 14 days of the first day of Insurance as indicated in the policy schedule.
- (ii) Cancellation of the policy may be done ONLY in cases where a journey is not undertaken and ONLY on production of the Insured person's PASSPORT as a proof that the journey has not been undertaken. Any request for cancellation will be entertained not less than 14 days after the First Day of Insurance as indicated in the policy schedule. Such cancellation will be subject to deduction of cancellation charges by the underwriters as applicable.
- (iii) No refund of premium or part thereof will be allowed in case insured person returns to India before expiry of policy.

4. Claim Procedure:

(a) It is a condition precedent to liability hereunder that in the event of any occurrence likely to give rise to a claim under this Insurance, the Insured Person, or his representative, must notify 'OSP' immediately. The Insured person or his representative should quote 'OSP' as much information concerning the illness, accident or occurrence as is available, including the name of the treating doctor, name and telephone number of the hospital, the OMP policy number and its date of issue.

For claims exceeding deductible, 'OSP' should be contacted upon return to the Republic of India, and a claim form completed.

This document, together with invoices, travel documents and any other relevant details must be sent to 'OSP', clearly stating under which section of this policy a claim is being made. Please note that if medical treatment has been received, medical certificates showing the nature of the injury or illness together with all bills, and receipts if already paid, should be forwarded to 'OSP'.

In no event should a claim be notified to 'OSP' later than 30 days after the end of an insured trip.

(b) Any medical services or series of services with a cost greater than \$ US 100 shall not be covered by this policy unless you consult with the 'OSP' and the cost for such services are authorized in advance by the 'OSP'.

(c) Claim Forms: 'OSP'/we, upon receipt of a notice of claim, will furnish you with such forms as we may require for filing proofs of loss.

(d) Time for filing claim forms and evidence: Completed claim form and written evidence of loss must be furnished to 'OSP'/us within thirty (30) Days after the date of such loss. Failure to furnish such evidence within the time required shall not invalidate nor reduce any claim if you can satisfy us that it was not reasonably possible for you to give proof within such time. The Company may accept claims where documents have been provided after a delayed interval only in special circumstances and for the reasons beyond the control of the insured.

Insured shall obtain and furnish to 'OSP'/Us with all original bills, receipts and any other documentation upon which a claim is based at your cost and shall also give Us in a timely fashion such additional documentation, information and assistance as We may require in dealing with the claim.

(e) Supporting documentation & examination: You or someone claiming on your behalf shall provide us with all documentation, medical records and information we may request to establish the circumstances of the claim, its quantum or our liability for the claim within 30 days after the date of such loss. Such documentation will include but is not limited to the following:

- i. Our claim form, duly completed and signed for on behalf of the Insured Person.
- ii. Original Bills & Receipts including but not limited to pharmacy purchase bill, consultation bill, diagnostic bill and any attachments thereto like receipts or prescriptions in support of treatment taken
- iii. All reports, including but not limited to all medical reports, case histories, investigation reports, treatment papers, discharge summaries.
- iv. A precise diagnosis of the treatment for which a claim is made.
- v. A detailed list of the individual medical services and treatments provided and a unit price for each.
- vi. Prescriptions that name the insured person and in the case of drugs: the drugs prescribed, their price and a receipt for payment. Prescriptions must be submitted with the corresponding Doctor's invoice.
- vii. Any other document as requested by claims department which is relevant to the coverage under the policy.

(f) Time of payment of claim: We shall make the payment of claim that has been admitted as payable by us under the Policy terms and conditions within 30 days of submission of all necessary documents / information and any other additional information required for the settlement of the claim. All claims will be settled in accordance with the applicable regulatory guidelines, including IRDA of India (Protection of Policyholders Interests Regulation), 2017. In case of any delay in payment as stated herein, we will pay you interest at the prevalent bank rate plus 2 % at the beginning of the financial year in which claim is settled. For the purpose of this clause, 'bank rate' shall mean the existing bank rate as notified by Reserve Bank of India, unless the extent regulation requires payment based on some other prescribed interest rate

(g) Payment of Claim: All claims under this Policy that are payable to you shall be paid in Indian currency.

5. Insurers shall be fully and completely subrogated to the rights of the insured person against parties who may be liable to provide indemnity or make a contribution in respect of any matter which is the subject of a claim under this insurance. The insured person further agrees to co-operate fully with insurers in seeking such indemnity or contribution including where appropriate, insurers instituting proceedings at their own expense against such parties in the name of the insured person.

6. The Insurer may require the insured person to furnish at his own expense all certificates, information, proofs or other evidence of claims. The insurers may approach any physician who may have treated the insured person, and the insured person must co-operate in this respect.
7. No person shall admit liability or make any offer or promise of payment without the express written consent of the Insurers / OSP.
8. The insured person shall take all reasonable and proper care to safeguard against accident or illness or loss of or damage to his property, as if this insurance was not in force. Failure to do so will prejudice the insured person's claim under this insurance.
9. The insured person may not transfer his interest in this insurance. However, the legal representatives of the insured person shall have the right to act for the insured person who is incapacitated or deceased.
10. This insurance does not operate beyond a period of 180 days continuous absence from the Republic of India unless specifically agreed by Insurers.

- **Travel Extension** - The maximum number of travel days under a single trip that may be insured, under the policy, shall be 180 days. However, the policy may be extended beyond the initial period of 180 days during the same trip duration by a maximum of up to an additional 180 days i.e. 360 days in total, by collecting additional premium. Any extension if accepted by company's authorised official is subject to medical condition, claim history and reoccurrence nature of medical condition which could result in a claim during the extension period

For extension of the Policy the Insured / Insured Person shall submit a declaration letter clearly mentioning the claims filed during the original policy duration and also that he / she is unaware of any existing health condition which could result in a claim during the extension period.

If the Insured / Insured Person does not declare the claims filed or the claims that are to be filed under the original policy, then any extension of the policy if granted shall be deemed to be invalid. No refund of premium will be given in case of extensions so invalidated. The company will also not be liable to pay any claim filed under the extended policy.

The premium payable for the extension of the policy during the trip will be as per the existing trip band and age band slab and subject to underwriting guidelines of the company.

11. Date of expiry of the policy:

(i) Single Trip Insurance:

Your policy will terminate on the last day for which premium has been paid or on return to India or 180 days from the date of commencement of the insured journey or any extended period of journey, whichever is earlier.

(ii) Annual Multi Trip Insurance:

This policy will terminate on the expiration date shown in the policy schedule for which the premium has been paid.

However, the insured person's coverage under this policy ends on the earliest of:

- 1) the policy expiration date as stated above; or
- 2) the policy is terminated; or
- 3) the date the insured person requests, in writing, that his or her coverage be terminated; or
- 4) termination of the Insured Journey.

In case of individual journey during the insured period, it shall expire 30 / 45 days or less, from the commencement of each insured journey.

Further however we may cancel this policy at any time on grounds of mis-representation, fraud, non-disclosure of material facts by giving you a 15 days' notice delivered to you, or mailed to your last address as appears in our records, stating when such cancellation shall be effective. In the event of cancellation for mis- representation, fraud, non-disclosure of material facts, the policy shall stand cancelled ab-initio and there will be no refund of premium. In the event the Annual Multi Trip policy is cancelled for non-cooperation of the insured or if you cancel the Annual Multi Trip Policy, the premium shall be computed in accordance with our short rate table for the period the policy has been in force, provided no claim has occurred and/or no trip has happened up to the date of cancellation. In the event a claim has occurred and/or trip has happened in which case there shall be no return of premium.

Short rate table (in case of Annual Multi Trip Policy as given above) -

Cancellation :	ANNUALLY
Up to 1 month :	25 % OF Annual Premium
Up to 3 months :	37.5 % OF Annual Premium
Up to 4 months :	50 % OF Annual Premium
Up to 6 months :	62.5 % OF Annual Premium
Up to 8 months :	87.5 % OF Annual Premium
Above 8 months :	100 % OF Annual Premium

These are retention scales.

12. Territory: This policy applies to incidents anywhere in the world outside India unless limited by us through endorsement or specifically restricted in the policy, policy schedule or as given in the general exclusion to this Policy.

13. Contribution: If at the time of a claim there is another insurance policy or other contract in your or the Insured Person's name which covers the Insured Person for the same expense or loss (in part or in whole), then the insured person shall have

the right to require a settlement of his claim in terms of any of his policies. The insurer so chosen by the insured person shall settle the claim, as long as the claim is within the limits of and according to terms of the chosen policy.

Provided further that, If the amount to be claimed under the policy chosen by the policy holder, exceeds the sum insured under a single policy after considering the deductibles or co-pay (if applicable), the policy holder shall have the right to choose the insurers by whom claim is to be settled. In such cases, the respective insurers may then settle the claim by applying the principle of contribution defined in definitions. This clause shall only apply to indemnity sections of the policy and shall not apply to any benefit offered on fixed benefit basis.

14. Concealment or Fraud: The entire policy will be void if, whether before or after a loss, you have, related to this insurance, (a) Intentionally or recklessly or otherwise concealed or misrepresented or not disclosed, what we consider to be any material fact or circumstance;

(b) Engaged in what we consider to be fraudulent, dishonest or deceitful conduct; or

(c) Made false statements.

15. This policy and the Overseas Mediclaim Policy schedule shall be read together as one contract and any wording or expression to which a specific meaning has been attached in any part of the Overseas Mediclaim Policy and schedule shall bear such specific meaning wherever it may appear.

16. Dispute resolution clause and procedure: This contract of insurance includes the following dispute resolution procedure which is exclusive and a material part of this contract of insurance.

17. Arbitration: 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 two Arbitrators - one to be appointed by each of the parties to the dispute/ difference, and the third Arbitrator to be appointed by such two Arbitrators and arbitration shall be conducted under and in accordance with the provisions of The Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

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

18. Nomination: Indemnity, if any, in case of your loss of life is payable to the nominee named in the proposal form provided such nominee survives you; otherwise, indemnity is payable to your estate. All other indemnities of this policy are payable to you. Any payment we make in good faith pursuant to this provision shall fully discharge us to the extent of the payment.

19. Consent of Nominee: Consent of the nominee, if any, shall not be a pre-requisite for any change of nominee or to any other changes in this policy.

20. Change of Nominee: No change of nominee under this policy shall bind us, unless consent thereto is formally endorsed thereon by our authorized official.

21. Legal Actions: Without prejudice to provision 17 above, no action at law or in equity shall be brought to recover on this policy prior to the expiration of sixty (60) days after written evidence has been furnished in accordance with the requirements of this policy.

If we disclaim liability to you or any insured person for any claim, and if you do not notify us in writing within one (1) year from the date of receipt of the notice of such disclaimer that you do not accept such disclaimer and intend to recover this claim from us, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this policy.

22. Mis-statement of age: If your age has been misstated, all amounts payable under this policy shall be adjusted to the coverage amount that would have been purchased for the premium paid. In the event your age has been misstated, and if according to your correct age, the coverage provided by the policy would not have become effective, or would have ceased prior to the acceptance of such premium or premiums, then our liability during the period you are not eligible for coverage, shall be limited to the refund, upon written request, of all premiums paid for the period not covered by the policy.

23. Compliance with policy provisions: Failure to comply with any of the provisions contained in this policy shall invalidate all claims hereunder.

24. Other interest: Your personal representatives cannot claim from or sue us. If more than one person or company has an interest in you, we will pay a benefit only once, if any.

25. Reasonable care and assistance: You and each insured person must take all reasonable steps to avoid or reduce, as far as possible, any loss or damage. You and they must also make every effort to get back any property which has been lost.

In addition, you and each insured person must assist us in any manner we may reasonably require in relation to the investigation or settlement of a claim or the preservation or enforcement of any rights of subrogation to which we may be entitled.

26. Settlement of loss: Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. You must present acceptable proof of loss and the value involved to us.

27. Valuation: We will not pay more than the actual cash value of the property at the time of loss. Damage will be estimated according to actual cash value with proper deduction for depreciation. At no time will payment exceed what it would cost to repair or replace the property with material of like kind and quality.

28. Subrogation: In the event of any payment under this policy, we shall be subrogated to all your rights of recovery thereof against any person or organization and you shall execute and deliver instruments and papers to us and do whatever else is necessary to secure such rights and provide whatever assistance we might reasonably require of you in the pursuance of our subrogation rights. You shall take no action after the loss to prejudice such rights.

29. Consideration: This policy is issued in consideration of the premium being paid and realized by us. No receipt for premium shall be valid except on our system generated official form.

30. Free Look Period -

(a) Single Trip Insurance - Free look period is not applicable.

(b) Annual Multi Trip Insurance - You have a period of 15 days from the date of receipt of the policy document to review the terms and conditions of this policy provided no trip has commenced. If you have any objections to any of the terms and conditions, you have the option of cancelling the policy stating the reasons for cancellation and you will be refunded the premium paid by you after deduction of cancellation charges by the underwriters as applicable. You can cancel your policy only if you have not made any claims under the Policy. All your rights under this policy will immediately stand extinguished on the free look cancellation of the policy. Free look provision is not applicable and available at the time of renewal of the Policy.

31. In the likelihood of this policy being withdrawn in future, we will intimate you about the same 3 months prior to expiry of the policy. You will have the option to migrate to any Travel insurance policy available with us.

GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

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

b. Pre-existing Exclusions: This policy is not designed to provide an indemnity in respect of medical services, the need for which arises out of a pre-existing condition as defined below in General Condition.

c. Pre-existing condition: Any sickness for which the insured person has sought medical advice or has taken medical treatment in the preceding 12 months prior to the commencement of travel.

d. Prior Consultation: Any medical services or series of services with a cost of greater than **US\$ 100** shall not be covered by this policy unless the insured person consults with 'OSP' in the manner set out in the claim procedure explained above.

e. Choice of Law: The parties to this insurance policy expressly agree that the laws of the Republic of India shall govern the validity, construction, interpretation and effect of this policy.

1. No claim will be paid where the insured person:

- a. is travelling against the advice of a physician; or
- b. is receiving or on a waiting list for specified medical treatment declared in the Physician's report or certificate; or
- c. is travelling for the purpose of obtaining treatment; or
- d. has received a terminal prognosis for a medical condition.

2. No claim will be paid for any pre-existing conditions or any complication arising from it.

3. No claim will be paid arising from suicide, attempted suicide (whether sane or insane) or willfully self-inflicted injury or illness, sexually transmitted conditions, venereal disease, alcoholism, drunkenness or the abuse of the drugs, or any loss arising directly or indirectly from any injury, illness, death, loss or expenses.

5. No claim will be paid arising from war, invasion, acts of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, mutiny, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition of or destruction of or damage to property by or under the order of any government or local authority.

6. No claim will be paid for any loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

The warranty also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism.

If the company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the insured.

7. No claim will be paid for any loss arising out of the intentional use of military force to intercept, prevent, or mitigate any known or suspected Act of Terrorism; or

8. This insurance does not cover any claim arising from the loss or destruction or damage to any property whatsoever or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from

a. ionizing radiation or contamination by radioactivity from any use, release or escape of nuclear materials/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.

c. the dispersal or application of pathogenic or poisonous biological or chemical materials; the release of pathogenic or poisonous biological or chemical materials,

Note: However, the above (a, b, c) only applies if 50 or more persons sustain death within 90 days of the date of the incident) or

9. No claim will be paid which arises from the insured person engaging in air travel (operating or learning to operate any aircraft, or performing duties as a member of the crew on any aircraft or scheduled airlines) unless he or she flies as a passenger on an aircraft properly licensed to carry passengers. For the purpose of this exclusion, air travel means being in or on, or boarding an aircraft for the purpose of flying therein or alighting therefrom following a flight.

10. No claim will be paid arising from the participation of the insured person in winter sports, skydiving, hand gliding, bungee jumping, scuba diving, mountaineering (where ropes or guides are customarily used), riding or driving in races or rallies, caving or potholing, hunting or equestrian, skew diving or other underwater activity, rafting or canoeing involving white water rapids, yachting or boating outside coastal waters (2 miles). Further no claim will be paid in case insured person participates in professional sports or any other potentially hazardous sports, unless specifically covered as an extension of the policy duly endorsed and approved by the authorised official of the company.

11. No claims will be paid for losses arising directly or indirectly from self-exposure to needless peril (except in an attempt to save human life)

12. No claims will be paid for losses arising directly or indirectly from engaging in any criminal or illegal act.

13. No claim will be paid for any loss of which a contributing cause was your actual or attempted commission of, or willful participation in, an illegal act or any violation or attempted violation of the law or your resistance to arrest;
14. No claim will be paid for any loss, injury, damage sustained directly or indirectly by: Any terrorist or member of a terrorist organization, narcotics trafficker, or purveyor of nuclear, chemical or biological weapons.

SECTION 1 – MEDICAL EXPENSES COVERAGES & BENEFITS

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

This insurance will pay up to the limit of cover shown in the schedule in total for the Insured person (s) in respect of covered medical related expenses as mentioned below, reasonably and necessarily incurred outside the Republic of India by the insured person (s) suffering bodily injury, sickness, disease or death arising not due to pre-existing condition, during the period of insurance.

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

Covered expenses:

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

1. Expenses for physician services
2. Outpatient Treatment.
3. Hospital confinement and use of operating room
4. Anesthetics (including administration), X-ray examinations or treatments and laboratory tests.
5. Ambulance Service
6. Drugs medicines and therapeutic services and supplies
7. Life saving unforeseen emergency measures or measures solely designed to relieve acute pain, provided to the insured by medical practitioners for disease/accident arising out of a pre-existing condition but not otherwise provided for
8. If the Insured Person dies outside the Republic of India, the expenses for preparing the air transportation of the remains for repatriation to the Republic of India or up to an equivalent amount for a local burial or cremation in the country where the death occurred. All expenses must be approved by "OSP" before the remains are prepared for transportation to the Republic of India or for local burial or cremation.

Definition:

Per Disease/Illness/Sickness/Injury - means a disease/illness/ sickness/injury with its subsequent complications/hospitalizations will be considered as one episode/loss for the purpose of this policy.

Hospital Confined/Hospital Confinement - means confined in a hospital for at least 24 hours by reason of an injury or sickness for which benefits are payable.

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

Medical Emergency - means the occurrence of a sudden, serious and unexpected sickness or injury. In the absence of immediate medical attention, a reasonable person could believe this condition would result in:

- 1) Death;
- 2) Permanent placement of the insured's health in jeopardy;
- 3) Serious impairment of bodily functions; or
- 4) Serious and permanent dysfunction of any body organ or part.

Expenses incurred for "Medical Emergency" will be paid only for sickness or injury which fulfills the above conditions. These expenses will not be paid for minor injuries or minor sicknesses.

Physiotherapy - means any form of the following: physical or mechanical therapy; diathermy; ultra-sonic therapy; heat treatment in any form; manipulation or massage administered by a physician

Surgery - 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 center by a medical practitioner

Hospital Room and Board Expenses - 1) daily semi-private room rate when Hospital confined; and 2) general nursing care provided and charged for by the Hospital.

Hospital Miscellaneous Expenses - While hospital confined; benefits will be paid for services and supplies such as: the cost of the operating room; laboratory tests; x-ray examination; anesthesia; drugs (excluding take home drugs) or medicines; therapeutic services; and supplies.

Surgeon's fees - Physician's fees for Inpatient surgery. Anesthetist services - in connection with inpatient surgery.

Physician's Visits - when Hospital confined. Benefits are limited to one physician's visit per day. Benefits do not apply when related to surgery.

Diagnostic - limited to routine tests such as: complete blood count; urinalysis; and chest x-ray. If otherwise payable under this policy, major diagnostic procedures such as: cat-scans; NMR's; and blood chemistries

Ambulance Service - medical transportation fees and services.

SPECIFIC CONDITIONS - (applicable to Section – 1 Medical expenses and Repatriation)

1. Medical, dental and transportation related claims will not be paid except at the usual customary and reasonable level of charges for such services;
2. All medical evacuation or transportation of remains must be approved in advance by "OSP" and their medical advisors.
3. No claim will be paid in respect of expenses for treatment which could reasonably be delayed until the insured person's return to Republic of India. The question of what can or what cannot be reasonably delayed will be decided jointly by the treating physician and the medical advisors.
4. No claim will be paid that is less than the deductible stated in the schedule. The deductible shall apply to each insured event and shall be borne by the insured person.
5. No claim in respect of cosmetic surgery will be paid, unless such cosmetic surgery is rendered necessary as a result of a covered accident.
6. No claims will be paid in respect of routine physical examination or any other examination where there is no objective indication of impairment of normal health.
7. No claim will be paid in respect of medical treatment and related services obtained within the Republic of India except as stated.
8. No claim will be paid in respect treatment received in unlicensed facilities or given by the unlicensed health care provider.
9. No claim will be paid in respect treatment given by a family member whether or not a license provider.
10. No claim will be paid in respect any costs incurred in connection with rest, cures or recuperation at a spa or health resort, sanatorium, convalescence home or similar institution.
11. No claim will be paid in respect any costs related to mental or psychiatric disorders.
12. No claim will be paid in respect expenses incurred in connection with weak, strained, or flat feet, corns, calluses, or toenails; or
13. No claim will be paid in respect the diagnosis and treatment of acne; or
14. No claim will be paid in respect deviated septum, including sub mucous resection and/or other surgical correction thereof; or
15. No claim will be paid in respect organ transplants that are considered experimental in nature; or
16. No claim will be paid in respect expenses which are not exclusively medical in nature; or
17. No claim will be paid in respect eyeglasses, contact lenses, hearing aids, and examination for the prescription or fitting thereof, unless injury or sickness has caused impairment of vision or hearing; or
18. The insurance will not cover pregnancy, childbirth and any consequences thereof unless the medical assistance provided abroad involves unforeseen emergency measures to save the insured's or the child's life in the event of acute complications, provided that the insured has not completed the age of 38 years and 30th week of the pregnancy is not yet completed.
19. No claim will be paid in respect medical treatment of typical symptoms suffered during pregnancy and their consequences, including changes in other chronic conditions as a result of pregnancy.
20. No claim will be paid in respect any medical checkups during pregnancy or treatment of the pregnancy.
21. No claim will be paid in respect rehabilitation and/or physiotherapy or the costs of prosthesis/prosthetics (artificial limbs) etc.
22. No claim will be paid in respect of treatment provided in:
 - 1) Government hospital or services for which no charge is made.
 - 2) Medical expenses incurred as the result of alcohol and drug abuse addiction or overdose.
 - 3) Child care expenses including examinations and immunizations.
23. No claim will be paid in respect medical expenses covered under any worker's compensation policy.
24. No claim will be paid in respect any pre-existing condition or any complication arising from it; except in case of life saving unforeseen emergency. In such event, measures solely designed to relieve acute pain, provided to the insured by the physician for disease/accident arising out of a pre-existing condition would be reimbursed up to \$1500 per policy. The treatment for these emergency measures would be paid till the insured becomes medically stable or is relieved from acute pain. All further medical cost to improve or maintain medically stable state or to prevent the onset of acute pain would have to be borne by the Insured.
25. No claim will be paid in respect services, supplies, or treatment, including any period of hospital confinement, which were not recommended, approved, and certified as medically necessary by a physician; or
26. No claims will be paid for treatment of orthopedic, degenerative or oncologic diseases, unless the medical assistance provided abroad involves unforeseen emergency measures to save the insured person's life or measures solely designed to relieve the acute pain.
27. No claim will be paid for any costs incurred in connection with cancer treatment, unless the medical assistance provided abroad involves unforeseen emergency measures to save the insured person's life or measures solely designed to relieve the acute pain.
28. Restricted Cover: In the event that the proposer is unable to present himself or herself for medical examination where called for by the Insurer, the limit of indemnity under this insurance is reduced to US \$ 10,000 in respect of and limited to the expenses for physician services, hospital physician and medical services and local emergency transportation and for repatriation of remains. Such limit applies to medical expenses incurred through covered illness or disease only.

SECTION 2: HOSPITAL DAILY ALLOWANCE

In the event of the insured person being hospitalized for a period of more than 48 hours and also if we have accepted a liability under the medical expenses cover aforementioned, then we will pay you / insured person the amount mentioned in schedule for each day the insured person stays in a hospital subject to the maximum limit mentioned.

SECTION 3: DENTAL EMERGENCY EXPENSES

This insurance will pay upto the benefit amount mentioned in the policy schedule per occurrence for dental services for the immediate relief of the dental pain only. However, in case a dental care is rendered necessary as a result of a covered accident

then the policy will cover for the reasonable and customary charges, subject to the deductible, shown in the policy schedule, actually incurred if as a result of sudden acute pain, which occurs without warning to one or more of your sound natural teeth requiring immediate dental treatment under circumstances described in a hazard during the course of an overseas insured journey. Dental benefits will be provided for medically necessary filling of the tooth or surgical treatment, services, or supplies, subject to the per tooth and per occurrence maximum amounts shown in the policy schedule.

Dental benefits shall be limited to treatment sustained to sound natural teeth. Covered emergency dental expenses are those incurred overseas, under the circumstances described in a Hazard during the Insured Journey within 30 Days of date of the first treatment.

The deductible in respect of this benefit will be applicable, if any, and shall be of an amount as specified in the Schedule to this Policy.

Definition:

Immediate Dental Treatment - means treatment commencing within 24 hours of the time and date the sudden acute pain first occurs, however this definition shall not include any treatment taken for a pre-existing disease.

Exclusion:

In addition to the general exclusions listed in this policy, this coverage section shall not cover immediate dental treatment in the Republic of India.

SECTION 4: ASSISTANCE (MEDICAL, REPATRIATION, EVACUATION & LEGAL)

“OSP” will provide the following services as described below.

(a) Medical Assistance - As soon as the OSP is notified of a medical emergency resulting from your accident or sickness, the OSP will contact the medical facility or location where you are located and confer with the physician at that location to determine the best course of action to be taken. If possible and if appropriate, your family physician will be contacted to help arrive at a decision as to the best course of action to be taken. The OSP will then organize a response to the medical emergency, doing whatever is appropriate, including, but not limited to, recommending or securing the availability of services of a local physician and arranging hospital confinement of you where, in its discretion, deems such confinement appropriate.

(b) Medical Evacuation –

The policy covers the expenses for physician ordered emergency medical evacuation, including medically appropriate transportation and necessary medical care en-route, to the nearest suitable hospital when the insured person is critically ill or injured and no suitable local care is available, subject to the prior approval of the medical advisors of the OSP. In extreme emergency in remote areas where “OSP” cannot be contacted, the medical evacuation must be reported to the first available physician and the nearest Indian consulate.

Expenses for medical evacuation, including transportation and medical care en-route to a hospital in the Republic of India or the insured person’s normal place of residence in the Republic of India when deemed medically advisable by the medical advisors and the attending physician.

The OSP will arrange the evacuation, utilizing the means best suited to do so, based on the medical evaluation of the seriousness of your condition, and these means may include air ambulance, surface ambulance, regular airplane, railroad or other appropriate means. All decisions as to the means of transportation and final destination will be made by “OSP”.

(c) Repatriation - the assistance company agrees to make the necessary arrangements for the return of your remains to India in the event you die while this service agreement is in effect as to you.

(d) Legal Assistance - If you are arrested or are in danger of being arrested as the result of any non-criminal action resulting from responsibilities attributed to you, assistance company will, if required, provide you with the name of an attorney who can represent you in any necessary legal matters.

(e) Lost Luggage or Lost Passport - If you, outside India, notify the assistance company that your luggage or passport has been lost, the assistance company will endeavor to assist you by contacting the appropriate authorities involved and providing direction for replacement.

(f) General Assistance - the assistance company will serve as a central point for translation and communication for you during emergencies. The assistance company agrees to provide to your advice on contacting and using services available from consulates, government agencies, translators and other service providers that can help with travel problems. In addition, the assistance company will provide insurance coordination, verifying coverage of you, guaranteeing payment to the medical provider, based on confirmation of benefits, a charge to credit card(s) and coordinating the payments, documentation and translation to ease claim filing when you return to India.

(g) Pre-Departure Services - prior to your departure, upon request the OSP will provide hazard information about foreign locations, information about immunization requirements and passport or visa requirements, general information about weather and state department and private service warnings about travel to certain locations. The assistance company will also arrange for special medical care en-route (i.e. dialysis, wheelchairs, etc.). Subject to receiving reasonable notice of this request.

(h) Emergency Travel Agency - the OSP agrees to provide you with 24-hour travel agency service for airline and hotel reservations. The OSP will also arrange payment for your airline tickets and other travel services, using your credit cards. Prepaid ticket pickup at airline counters or ticket delivery by mail or courier will also be arranged by the OSP for you.

(i) Emergency Cash Transfers and Advances - the assistance company will arrange for cash payments to you through a variety of sources, including credit cards, hotels, banks, consulates and western union. The assistance company provides this service to supplement the facilities of your credit cards. Credit card transactions performed by the OSP are subject to confirmed credit.

Disclaimer of Liability

In all cases the medical professional or any attorney suggested by the OSP shall act in a medical or legal capacity on behalf of you only. The OSP assumes no responsibility for any medical advice or legal counsel given by the medical professional or attorney.

You shall not have any recourse to the OSP by reason of its suggestion of a medical professional or attorney or due to any legal or other determination resulting therefrom.

You are responsible for the cost of services arranged by the assistance company on behalf of you or a covered immediate family member. The assistance company will access this policy and/or other insurance policy benefits to which you may be entitled, and/or your credit cards or other forms of financial guarantees provided by you, in order to facilitate payment for such services.

SECTION 5 – PERSONAL ACCIDENT

This insurance will pay as hereinafter mentioned:

If at any time during the covered trip, the insured person shall sustain any bodily injury resulting solely and directly from accident caused by external, violent and visible means, then the insured person or his legal personal representative (s), as the case may be, will be paid, as per under mentioned percentages of the sum insured which is specified in the schedule as per the table of benefits, if such injury shall within twelve calendar months of occurrence be the sole and direct cause of:

- i) death of the insured person
- ii) permanent total disablement (as defined in the policy) of the insured person
- iii) total and irrecoverable loss of both eyes or two limbs or of one eye and one limb

Table of benefits: Benefits (expressed in percentage of sum insured)

1	Death	100
2	Loss of one hand and one foot	100
3	Loss of speech and hearing in both ears	100
4	Loss of both the limbs	100
5	Loss of both eyes	100
6	Loss of one limb and one eye	100
7	Loss of inactivity to function of	
	a. An arm at the shoulder point	70
	b. An arm to a point above the elbow joint	65
	c. An arm below the elbow point	60
	d. A hand at the wrist	55
	e. A thumb	20
	f. An index finger	10
	g. Any other finger	5
	h. A leg above the center of the femur	70
	i. A leg upto a joint below the femur	65
	j. A leg to a point below the knee	50
	k. A leg upto the center of tibia	45
	l. A foot at the ankle	40
	m. A big Toe	5
	n. Any other toe	2
	o. Any eye	50

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

No claim will be paid for:

1. More than US \$ 2,000 in respect of death if the insured person's age is under 18 years; to be calculated at the time of effecting this insurance.
2. Any claim in excess of the amount stated in the schedule in respect of any one insured person.
3. Accidents due to disturbances of consciousness, strokes, fits which affect the entire body and pathological disturbances caused by the mental reaction.
4. Damage to health caused by curative measures, radiation, infection and poisoning except where these arise from an accident.
5. Any payment under this section during any one period of insurance by which our liability in that period would exceed the sum payable in the event of death.
6. Any other claim after a claim for death has been admitted and becomes payable.
7. Any claim which arises out of an accident where the cause has to do with the operation of an aircraft or which occurs during parachuting except when the insured person is flying as a passenger on a multi-engine aircraft.
8. Any claim arising out of an accident relating to pregnancy or childbirth, venereal disease or infirmity.

SPECIAL CONDITIONS APPLYING TO THE PERSONAL ACCIDENT SECTION

1. In the event of partial loss or impairment of the function of one of the above parts of the body or senses, the appropriate proportion of the percentage stated in the table of benefits will be considered by the medical team of Heritage Health Insurance TPA Pvt Limited.
2. If the accident impairs a number of physical or mental functions, the degree of disablement given in the table of benefits will be added together, but not exceeding 100% of the sum insured stated in the schedule.
3. If the accident affects parts of the body or senses whose loss or inability to function is not dealt with above, the governing factor in such a case will be how far normal physical or mental capabilities are impaired, solely from a medical point of view as ascertained by Heritage Health Insurance TPA Pvt Limited.

4. If the accident affects any physical or mental function, which was already impaired beforehand, a deduction will be made equal in amount to this prior disablement.
5. If the insured person dies for a reason unconnected with the accident within a year of the accident or for whatever reasons after more than a year from the accident, and if a claim for disablement payment had arisen, then the payment will be made in accordance with the degree of disablement which would have been expected to exist from the findings of the last medical examination made.
6. In the event of permanent disablement, the insured person will be under obligation:
 - a) To have himself / herself examined by doctors appointed by us or on our behalf and we will pay the costs involved thereof.
 - b) To authorize doctors providing treatments or giving expert opinion, other insurers and any other authority to supply us any information that may be required. If the obligations are not met with due to whatsoever reasons, we may be relieved of our liability to pay.
7. In the event of permanent disablement, a disablement payment cannot be claimed prior to completion of the healing process or within one year of occurrence of the accident, whichever is earlier

SECTION 6-LOSS OF CHECKED BAGGAGE

This insurance will pay up to the limit of cover shown in the schedule, subject to deductible, in the event of the insured person suffering permanent total loss of checked baggage, held in the care (not hired), custody and control of a common carrier, due to theft or due to misdirection by a common carrier or due to non-delivery at its destination while you are a ticketed passenger on the common carrier under the circumstances described in a hazard during the course of an insured journey. Benefits will only be payable in case of the loss of an entire piece of checked baggage, and not for damage to the luggage or partial loss of its contents, as defined. The insurers reserve the right to replace or pay the intrinsic value of any lost article.

Specific Conditions:

1. The amount payable in respect of any one article, pair or set is limited to the amount stated in the Schedule.
2. The maximum amount payable per checked-in baggage, in case more than one bag has been checked-in is 50% of the applicable sum insured. In case of only one bag being checked-in the amount payable is 100% of the applicable sum insured.
3. In the event of loss of property whilst in the custody of a carrier, a property irregularity report (PIR) must be obtained from the carrier immediately upon discovering the loss which must be submitted to 'OSP' in the event of a claim hereunder.
4. No partial loss or damage shall become payable. However, total loss or damage of an individual unit (s) of baggage shall not be construed as falling within this exclusion.
5. No claim will be paid for items valued in excess of US \$ 100 without proof of ownership and bills. Such proof shall be presented to 'OSP' in the event of a claim hereunder.
6. No claim will be paid for valuables as defined. Such items should at all times be carried by the insured person and not packed as part of checked baggage.
7. No claims will be payable for any checked-in baggage loss in Republic of India.
8. Any recovery from a carrier or an airline including under the terms of the Convention for the unification of certain rules relating to International carriage by Air, 1929 (Warsaw Convention), shall become the property of insurers.
9. Loss of a pair/set: (pair or set of articles is treated as one article e.g. a pair of earrings)
In case of loss to a pair or set, we may elect to:
 - (a) repair or replace any part, to restore the pair or set to its value before the loss; or
 - (b) pay the difference between the cash value of the property before and after the loss.

Definition:

Checked Baggage - means a piece of baggage which was checked in and in the custody of a common carrier and for which a claim check has been issued to you by a common carrier.

Documented Loss - means police or other local authority reports or documentation from the appropriate party responsible for the loss.

Benefits for baggage loss will be in excess of all other valid and collectible insurance. If at the time of the occurrence of any loss there is other valid and collectible insurance in place, we will be liable only for the excess of the amount of loss, over the amount of such other insurance, and any applicable deductible.

Exclusions:

In addition to the general exclusions listed in this policy this coverage section shall not cover any documented loss and we will not be liable under this section for any:

1. Excluded classes of property: animals, motor vehicles (including accessories), motorcycles, boats, motors, any conveyance, (except bicycles while checked as baggage with a common carrier), snow skis, household effects, antiques, electronic equipment such as computers (including software and accessories), personal data assistants or handheld computers, cellular phones, digital video disc player, compact disc player, video camcorder, eyeglasses or sunglasses, contact or corneal lenses, artificial teeth, bridges or prosthetic limbs, hearing aids, money, securities such as credit cards, debit cards, cheques, traveler cheques, membership cards, tickets or documents, business good or samples, data recorded on tapes, cards, discs or otherwise, musical instruments, perishables and consumables;
2. Loss to property insured under any other insurance policy, or otherwise reimbursed by a common carrier;
3. Loss of your baggage sent in advance or souvenirs and articles mailed or shipped separately.

SECTION 7 – DELAY OF CHECKED BAGGAGE

This insurance will pay up to the limit of cover shown in the schedule for necessary emergency purchase of replacement items for more than the deductible shown on the policy schedule in the event that the insured person suffers a delay of more than 12 hours

from the scheduled arrival time at the destination for delivery of baggage that has been checked by an international airline for an international outbound flight from the Republic of India.

You must be a ticketed passenger on a common carrier. Additionally, all claims must be verified by the common carrier who must certify the delay or misdirection.

Definition:

Checked Baggage - means a piece of baggage which was checked in and in the custody of a common carrier and for which a claim check slip/certificate has been issued to you by a common carrier.

Personal effects means clothes and other articles of personal nature likely to be worn, used or carried but excluding money, jewellery and valuables.

Limitation:

If upon further investigation it is later determined that your baggage checked with the common carrier has been lost, any amount claimed and paid to you under the baggage delay policy section will be deducted from any payment due to you under the common carrier baggage loss or baggage/personal effects policy sections as applicable.

The deductible in respect of this benefit will be applicable if any and shall be of an amount as specified in the schedule to this policy.

Exclusion:

In addition to the general exclusions listed in this policy this coverage section shall not cover any baggage delay incurred in the Republic of India.

Specific Conditions:

1. A non-delivery certificate must be obtained immediately from the airline which must be submitted to 'OSP' in the event of a claim hereunder.
2. Proof of purchase must be provided for all items reimbursed under this section.

SECTION 8 – LOSS OF PASSPORT

In the event of the insured person losing his/her passport during the trip covered, this insurance will pay up to the limit of cover shown in the schedule for the reimbursement of actual expenses necessarily and reasonably incurred by the insured person in connection with obtaining emergency travel documents in lieu of lost passport, outside India.

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

No claims shall be paid for:

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

SECTION 9: EMERGENCY MEDICAL EVACUATION

We will pay the reasonable and customary charges up to the maximum amount shown in the policy schedule or the schedule of benefits for covered expenses incurred if injury or sickness results in your necessary emergency evacuation. An emergency evacuation must be ordered by the assistance company and physician who certifies that the severity or the nature of your injury or sickness warrants your emergency evacuation.

Covered expenses are those for transportation and medical treatment, including medical services and medical supplies necessarily incurred in connection with your emergency evacuation. All transportation arrangements made for evacuating you must be by the most direct and economical route possible. Expenses for transportation must be:

- (a) recommended by the attending physician;
- (b) required by the standard regulations of the conveyance transporting you; and
- (c) arranged and authorized in advance by the assistance company.

Definitions:

Emergency Evacuation means:

- (a) your medical condition warrants immediate transportation from the place where you are injured or sick to the nearest hospital where appropriate medical treatment can be obtained; or
- (b) after being treated at a local hospital, your medical condition warrants transportation to the country where the trip commenced to obtain further medical treatment or to recover; or
- (c) both (a) and (b) above.

Transportation - means any land, water or air conveyance required to transport you during an emergency evacuation. Transportation includes, but is not limited to, air ambulances, land ambulances and private motor vehicles.

Limitation

If the insured person is riding on a motorcycle or any other two wheeled motorized mode of conveyance as driver or as passenger the maximum principal sum payable is \$10,000

The deductible in respect of this benefit will be applicable if any and shall be of an amount as specified in the schedule to this policy.

SECTION 10: REPATRIATION OF MORTAL REMAINS

We will pay benefits up to the amount stated in the policy schedule or schedule of benefits or the actual costs incurred, whichever is the lower, for covered expenses reasonably incurred to repatriate your body from the place of death to India, in case of your death as the result of the bodily injury or sickness during the period of insurance.

All repatriation of remains arrangements must be approved in advance by assistance company.

Covered expenses include, but are not limited to, expenses for:

(a) embalming; (b) cremation; (c) coffins; and (d) transportation.

The deductible in respect of this benefit will be applicable if any and shall be of an amount as specified in the schedule to this policy.

SECTION 11: HIJACK DISTRESS ALLOWANCE

In the event of air or sea common carrier in which you or the insured person is travelling is hijacked on the trip abroad during the period of insurance for more than 12 hours, and the journey is interrupted, then we will pay as per cover shown in schedule for each day to each insured person up to the maximum limit mentioned in the schedule.

Definition:

Hijacked - means the unlawful seizure or wrongful exercise of control of an aircraft or other common carrier, or the crew thereof, in which you are traveling as a passenger.

Condition:

We will not pay for:

1. First 12 hours of hijacking
2. More than US \$ 1000 in respect of one insured person during the period of insurance.
3. Any claim where the insured person is considered as the principal or accessory in the hijacking.
4. Any claim as a consequence of change in the direction of the route of the carrier due to traffic, weather, fuel shortage, technical snag or security reasons.

SECTION 12: PERSONAL LIABILITY

In the event the insured person becomes legally liable to a third party under statutory liability provisions in private law for an incident which results in death, injury or damage to the health of a person or damage to his/ her properties, We will pay up to the limit stipulated in the schedule provided that the incident takes place on a trip abroad during the Period of Insurance.

Exclusion:

We will not pay for:

- I. Any claim up to the deductible stated in the schedule. The deductible will apply to each insured event and shall be borne by the insured person.
- II. Any claim arising from employer's liability or contractual liability or through special promises made by the insured person.
- III. Any claim of personal liability of the insured person towards his/ her family, relations and travelling companions, whether personal or official.
- IV. Any claim resulting from transmission of an illness or disease by the insured person.
- V. Any claim or damage resulting from professional activities by the insured person.
- VI. Any claim for liability arising directly or indirectly from or due to:
 - a) As a keeper or owner of animals.
 - b) Ownership, possession of vehicles, aircrafts, watercrafts, or activities of the insured person in parachuting, hang-gliding, hot air ballooning or use of firearms.
 - c) Any willful, malicious or unlawful act.
 - d) Insanity, the use of any alcohol/ drugs (except as medically prescribed) or drug addiction.
 - e) Any supply of goods or services.
 - f) Any ownership or occupation of land or buildings other than the occupation only of any temporary residence.

Limit of Liability:

Our liability for this section shall be limited to the maximum per insured trip equal to the sum insured mentioned in the schedule.

SPECIAL CONDITIONS:

1. Our liability comprises checking the question of personal liability, contesting unjustified claims and providing indemnity for damages which you or the insured person has to pay. For indemnity to be provided against damages, the damages must be payable under an acceptance of liability given or approved by us or under a judicial decision.
2. If there is a legal action with the claimant or his/ her heirs or assignees over a personal liability claim, we may conduct the legal action at our expenses in the name of the insured person and you or the insured person will allow us to do so.
3. If an event insured against occurs which may result in a personal liability claim falling within the cover provided and if there are criminal proceedings relating to this event and if in these proceedings, we wish to appoint a defence counsel for you or the insured person or approve such an appointment, we will pay the costs of this counsel.
4. If we wish to settle a personal liability claim by accepting liability or making an out of court settlement and cannot do so due to resistance by the insured person, we shall not be liable to pay the extra expenditure incurred from the date of refusal in respect of main sum, interest and cost.

SECTION 13: FLIGHT DELAY

We will reimburse reasonable additional expenses for trip delay, subject to the maximum shown in the policy schedule or the schedule of benefits, if your trip is delayed for more than 12 hours due to a covered hazard.

The deductible in respect of this benefit will be applicable if any and shall be of an amount as specified in the schedule to this policy.

Covered Hazards:

1. delay of a common carrier caused by inclement weather; or

2. delay due to a strike or other job action by employees of a common carrier scheduled to be used by you during your trip; or
3. delay caused by equipment failure of a common carrier.

Definitions:

Equipment Failure - means any sudden, unforeseen breakdown in the common carrier's equipment that caused a delay or interruption of normal trips.

Inclement Weather - means any severe weather condition which delays the scheduled arrival or departure of a common carrier.

Reasonable Additional Expense - means any expenses for meals and lodging which were necessarily incurred as the result of a covered hazard and which were not provided by the common carrier or any other party free of charge.

Exclusion:

In addition to the general exclusions listed in this policy this coverage section shall not cover any delay due to an insured covered hazard which was made public or known to you prior to the purchase of this policy.

SECTION 14: AUTOMATIC EXTENSION OF THE POLICY

Automatic extension of the period of insurance is granted upto a period of 7 days, from the policy expiry date, if the extension is necessary, due to delay by the scheduled airlines, which is beyond the control of the insured, and no alternative air transportation is made available to the insured.

Minimum flight delay of 6 hours is a precondition for the cover to become active.

SECTION 15: TRIP CURTAILMENT

We will reimburse you the covered expenses paid by you following necessary curtailment (shortening and / or alteration) of the insured journey and you have to directly return to the country of usual residence, where you started your insured journey, subject to the maximum shown in the policy schedule or the schedule of benefits, due to:

1. The aircraft which you boarded as a passenger is hijacked.
2. Due to unexpected death of your immediate family member.
3. Due to natural disaster which has prevented you from continuing with the scheduled trip
4. Due to unexpected strike, riot or civil commotion which are beyond your control
5. You are unable to continue the trip due to a serious sickness, serious injury or death to: you; your traveling companion; your immediate family member; or your traveling companion's immediate family member

This coverage is effective if the incident occurs within the operative time mentioned in the policy schedule and only if you were unaware of any circumstances that could lead to disruption of your trip at the time of purchasing this policy.

Covered Expenses:

1. Any loss of travel and or accommodation expenses paid in advance or forfeited after the commencement of the trip
2. Non-refundable unused portion of travel or accommodation costs or additional accommodation and / or travel expenses (excluding telephone costs, meals and beverages)
3. Any additional land or sea or air travel (economy class wherever possible) or accommodation expenses incurred as a result thereof.

The deductible in respect of this benefit will be applicable if any and shall be of an amount as specified in the schedule to this policy.

Section 16: TRIP CANCELLATION

We will pay loss of deposits up to the maximum amount stated in the policy schedule or the schedule of benefits, if prior to the contracted departure date your trip is canceled and you are prevented from taking the trip due to a sickness, injury or death to: you; your traveling companion; your immediate family member; or your traveling companion's immediate family member under the circumstances described in a hazard during the course of an insured journey.

The deductible in respect of this benefit will be applicable if any and shall be of an amount as specified in the schedule to this policy.

Cancellation:

We will reimburse you for the unused, non-refundable cancellation portion of the hotel cost and/or the common carrier ticket cancellation charges provided that you booked and paid for these costs before such sickness, injury or death occurred. Benefits are subject to the maximum shown in the policy schedule.

Definitions:

Land/Sea Arrangements - means pre-paid travel arrangements for a scheduled tour, trip or cruise and arranged by a tour operator, travel agent, cruise line or other organization.

Prevented from Taking the Trip - means:

(i) with regard to sickness, injury or death of you or your traveling companion, a physician has recommended that due to the severity of your or your traveling companion's condition it is medically necessary that you or your traveling companion cancel the trip. You or Your traveling companion must be under the direct care and attendance of a physician.

(ii) with regard to sickness, injury or death of your immediate family member or your traveling companion, the severity or acuteness of their condition or the circumstances surrounding that condition is/are such that an ordinarily prudent person must cancel the trip.

Strike - means any labor disagreement which interferes with the normal departure and arrival of a common carrier, and is defined as legal by the relevant authorities.

Traveling Companion - means up to two (2) named person(s) who is/are booked to accompany you on the trip.

Exclusions:

In addition to the general exclusions listed in this policy this coverage section shall not cover any claim if the trip is cancelled as a result of:

1. alcohol or drug abuse addiction or overdose; or
2. elective, cosmetic, or plastic surgery, except as a result of an Injury caused by a covered accident while our policy is in force; or
3. pregnancy and all related conditions; or
4. laws, regulations or orders, issued or made by any Government or Public Authority; or
5. any pre-existing condition; or
6. an insured person traveling against the advice of a physician; or
7. the default of any a) provider of transport; b) agent of such provider; or
8. Strikes or labor disputes which existed or of which advance warning had been given prior to the date on which a trip was booked; or
9. delay due to withdrawal from service temporarily or permanently of any common carrier on the orders or recommendations of any port authority or the aviation agency or any similar body in any country.

Section 17: MISSED CONNECTIONS/MISSED DEPARTURE

We will reimburse reasonable additional expenses due to missed connections, or missed departure by your scheduled airline, on your return journey, subject to the maximum shown in the policy Schedule or the schedule of benefits, if the missed connection / departure is due to a covered Hazard during the course of an insured journey.

The deductible excess in respect of this benefit will be applicable if any, and shall be of an amount as specified in the schedule to this policy.

Covered Hazards: Delay in scheduled common carrier failing to get you to your destination in time due to

1. Inclement weather; or
2. Strike or other job action by employees of a common carrier scheduled to be used by you during your return journey; or
3. Equipment failure of a common carrier.

You may claim only delayed departure or missed departure / missed connection, not both.

Definitions:

Equipment Failure - means any sudden, unforeseen breakdown in the common carrier's equipment that caused a delay or interruption of normal trips.

Inclement Weather - means any severe weather condition which delays the scheduled arrival or departure of a common carrier.

Strike - means any labor disagreement which interferes with the normal departure and arrival of a common carrier, and is defined as legal by the relevant authorities in the respective countries.

Reasonable Additional Expense - means any expenses for meals and lodging which were necessarily incurred as the result of a covered hazard and which were not provided by the common carrier or any other party free of charge.

Specific Exclusions:

In addition to the general exclusions listed in this policy this coverage section shall not cover

1. Expenses that you would have incurred during the normal course of your trip.
2. Missed connections due to a covered hazard which was made public or known to you prior to the purchase of this policy.
3. Your failure to allow sufficient time to get to the departure point.
4. Claims not supported by a written report from the appropriate authorities.

Claims that are not justifiable given the circumstances, for example; the fear of an event happening or not taking place.

Section 18: BOUNCED BOOKINGS OF HOTEL AND AIRLINE

The company hereby agrees, subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to reimburse the insured if the hotel booking / airline ticket is bounced due to over booking.

To claim this benefit under non-availability of accommodation on account of over booking by the hotels or airlines, the insured should have reconfirmed the booking in advance and should have written proof of the same. Wait listed booking will not be compensated for.

For hotel overbooking, the overbooked portion of the hotel stay must include the first night stay; the overbooking must happen at check-in. We will reimburse the difference between the original booking amount and the reasonable new booking amount, less any refund/compensation given by the hotel, for the number of nights that are overbooked. The new booking must be for up to the number of nights overbooked at a similar hotel where the cost of stay is no more than 10% greater per night than the initial booking. We will not reimburse for nights on the original booking that were not overbooked.

For airline overbooking, an option of a free replacement flight within 6 hours from the departure of the original overbooked original flight must not be available to you and you must cancel your originally booked flight and purchase a new flight at the same class of service of no more than 10% greater fare than your original overbooked flight. We will reimburse the difference between the original airfare amount and the reasonable new airfare amount, less any refund/compensation given by the airline.

The compensation under this cover will not exceed the sum insured for the coverage, less the 10% deductible, as mentioned in the schedule hereto.

The deductible excess in respect of this benefit will be applicable if any for each separate claim, and shall be of an amount as specified in the schedule to this policy.

Exclusions -

- Any air tickets / hotel bookings which are allotted to airline staff / hotel staff or under any special travel industry employee scheme
- Any air tickets / hotel bookings made within 7 days of departure/hotel arrival.

Section 19: FINANCIAL EMERGENCY ASSISTANCE COVER

In the event of the insured person getting into a financial emergency due to theft, pilferage, robbery, dacoity of his travel funds, We will pay up to the amount stipulated in the schedule.

We will not pay for:

- i. Any claim reported in excess of 30 days after the occurrence of the incident, giving rise to a claim.
- ii. Any loss or shortage due to currency fluctuation, errors, omission, exchange loss or depreciation in value.
- iii. Any loss not reported to the police having jurisdiction at the place of loss within 24 hours of the incident and a written report obtained.
- iv. Any claim in respect of loss of travelers' cheques not immediately reported within 72 hours to the local branches or agents of the issuing authority.
- v. Loss of money not kept in the personal custody of the insured person.

Section 20: BURGLARY

What We Will Cover: We will pay you for the loss and damage caused by burglary and/or attempted burglary, during your trip to:

- a) The contents of your home up to the benefit sum insured,

What We Will Not Cover: We will not make payment to you under this benefit:

- a) If the loss or damage occurs while your home is unoccupied.
- b) If you and/or your family and/or your domestic staff are directly and / or indirectly in any way involved in or concerned with the actual or attempted burglary.
- c) In respect of any kutchra construction.
- d) For any loss or damage to livestock, motor vehicles, pedal cycles, money, securities for money, stamp, bullion, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, business books, manuscripts, documents of any kind, unset precious stones, jewellery, valuables, ATM or credit cards
- e) For the first Rs 5000 of each and every claim under this benefit.
- f) Under and for any interest in the property insured which has come into existence subsequent to this policy having come into effect.

DEFINITIONS:

Business or Business purposes means any full or part time, permanent or temporary, activity undertaken with a view to profit or gain.

Burglary means an act involving the unauthorized entry to or exit from your home or attempt thereof by unexpected, forcible, visible and violent means, with the intent to commit an act of theft.

Contents means the following not used for business or business purposes, so long as they are owned by you and/or your family and/or you or your family are legally responsible for them:

- 1) household goods, such as furniture, fixtures, fittings, home appliances, interior decorations and items of like nature.
- 2) Personal effects such as clothes and other articles of personal nature likely to be worn, used or carried but excluding money, jewellery and valuables.

Domestic staff means any person employed by you solely to carry out domestic duties associated with your home, but does not include any person employed in any capacity in connection with any business, trade or profession.

Home means your private residence as shown in the schedule which is used or occupied solely for domestic purposes by you and/or your family and/or your domestic staff whether owned by you or your family or otherwise.

Kutchra construction means buildings having walls and/or roofs of wooden planks, thatched leaves, grass, bamboo, plastic, cloth, asphalt, canvas, tarpaulin or the like.

Market value means the value at which property insured could be replaced with one of the same kind, type, age and condition.

Theft means an act of directly or indirectly and illegally permanently depriving you and/or your Family of the possession of the contents by any person by violent or forceful means or otherwise.

Unoccupied means your home that remains unoccupied by you and/or your family for more than ninety (90) consecutive days.

GENERAL CONDITIONS

These terms and conditions have general application to this coverage as a whole, and they apply regardless of the number of benefits that are operative under this policy.

1. Reasonable Care

All reasonable steps, safeguards and precautions to avoid any injury, loss or damage that might result in a claim under this policy or otherwise must be taken by you and/or your family and/or Your domestic staff, and you and/or your family shall exercise reasonable care in employing domestic staff or other employees or contractors to work in your home.

2. Notification of Claims

If an event occurs that may give rise to a claim under this policy, or there are circumstances that are likely to give rise to a claim, you must:

- a) Inform the policy issuance office or the nearest office of Insurance immediately, and, in any case by way of written intimation (against a receipt from us) or by registered post not later than 7 days from on identification/knowing of the incident of loss on return of his/her journey.
- b) Provide us with all relevant information, documentation and details of items lost, damaged or destroyed along with their values, and also any other assistance that we may reasonably require to enable us or independent surveyors or our representatives to investigate any claim and/or to establish to our reasonable satisfaction that a loss of the amount stated has occurred under this

policy. Specifically in the case of the notification of a circumstance likely to give rise to a claim, you shall also give us reasons for the anticipation of a claim with full particulars including dates and the persons involved.

c) Preserve any damaged property so that it may, at our discretion, be inspected and examined by independent surveyors or our representatives.

d) In case of actual or attempted burglary, you must in addition to a), b) and c) above:

i) immediately lodge a written complaint with the police listing out the items with values that were lost, damaged or destroyed and that you intend to claim for and forward a copy of that written complaint, the First Information Report and/or Final Report to us, and

ii) take all practicable steps to apprehend the guilty persons and to recover any property lost, and

iii) protect the remaining property from further damage as per general condition 1 above, and

iv) within 7 days supply us with an inventory of damaged or stolen property detailing the quantity, age, description, actual cash value and amount of loss claimed for in respect of each item, along with all documentation required to support and substantiate your claim.

e) In case the event or circumstance to be notified involves any form of legal process, you must in addition to a), b), c) and d) above:

i) immediately send us every written notice or information of any verbal notice of a claim, and

ii) Immediately send us any writ, summons, or other legal process issued or commenced against you, and

iii) permit us to take over the control and conduct of the defence, pursuit or settlement of any claim and provide us or our representatives with such cooperation and assistance as may be required for that purpose, and

iv) not, without our prior written consent, incur any costs, admit liability for or attempt to settle, make any admission, offer any payment or otherwise assume any contractual obligation with respect to any legal action or threat of legal action.

3. Basis of Loss Settlement

If you make a claim under this policy that we accept for payment, then the basis upon which we shall calculate the payment due to you and make payment shall be as follows:

a) In the event of a total loss of an item, we will pay you the market value of the item (or, if not readily available, then an item of equivalent but not better quality) as it existed immediately before the occurrence of the loss, less salvage value but limited nevertheless to the benefit sum insured or the limit as stated in the schedule. However, we may instead (alone or with other Insurers), in our sole and absolute discretion, reinstate, replace or repair the property or premises lost or any part thereof, but only to the extent and in the manner that circumstances permit.

b) In the case of damage to an item:

a. If it is reasonably capable of repair, reinstatement, renewal or refurbishment then our payment to you will reflect your reasonable costs of restoring by such means the damaged item to its condition immediately prior to the event that gave rise to the claim under this policy.

b. If the cost of replacement, repair, reinstatement, renewal or refurbishment of any item is equal to or exceeds the value of the lost or damaged item immediately before the occurrence of the damage, then we will pay you the value of the item as it existed immediately before the occurrence of the loss or damage, less salvage value but limited nevertheless to the benefit sum insured or the limit as stated in the schedule.

c) We will only pay you in India and in Indian Rupees subject to your having established to our reasonable satisfaction that the replacement, reinstatement, repair, renewal or refurbishment has been effected by you.

d) We shall not make any payment for the cost of any enhancements, alterations, additions and/or improvements.

e) We shall not make any payment for more than 20% of the benefit sum insured "Benefit: Burglary" in respect of any one item.

f) If you have any other insurance(s) that would cover a claim under this policy, or would cover that claim but for the existence of this policy, then our payment to you will represent a rateable proportion of the claim.

g) Under no circumstances will our liability to make payment exceed the Sum Insured under any particular benefit per claim and in the aggregate.

SECTION 21. ACCIDENTAL DEATH AND DISMEMBERMENT

The policy will pay the sum insured specified in the schedule in addition to the sum insured specified under the personal accident section if the insured sustains accidental bodily injury during the course of the insured journey while travelling in a common carrier such as rail, bus, tram or aircraft and such bodily injury is within 12 months of the date upon which it was sustained the sole and direct cause of the insured's death or loss of two eyes and/or loss of two limbs or loss of one limb and one eye.

SECTION 22: DIFFERENCE IN AIR FARE DUE TO DELAYED/ EARLY RETURN

The company covers for losses arising in event of Insured returning back to India before or after scheduled date of return due to illness or accident, because of which scheduled return flight is cancelled or delayed upto the limit of benefit mentioned in the policy schedule.

All other terms and conditions are applicable as per product.

SECTION 23: COMPASSIONATE VISIT/ MEDICAL REUNION

Scope of Cover

In event of the insured being hospitalized consequent upon any injury sustained and/ or illness contracted at any place being part of the trip covered hereunder and such hospitalisation shall in the opinion of the medical practitioner attending on the insured extend beyond a period of 5 days, the company shall pay the sum as specified in the policy schedule per day or part thereof for special assistance rendered to the Insured during the period of hospitalisation by any person of the family or near relatives.

Provided that:

- i. The hospitalisation has been advised by the medical practitioner attending on the insured and such hospitalisation is admitted under medical expenses cover of this policy; and
- ii. The need of such assistance is essential in the opinion of the medical practitioner attending on the insured and recommended by him/ her accordingly.

The company shall also reimburse the cost of the economy class air ticket incurred by the person rendering such special assistance from and to the place of origin of such person or the place of residence of the person.

Provided that the daily allowance shall not be payable by the company for the period spent by the person rendering the special assistance for travel to and from the hospital.

The company's liability under this benefit, however, shall in respect of any one event or all events of hospitalisation during the period of insurances shall not in total exceed the sum insured as specified in the policy schedule.

TERMS & CONDITIONS APPLICABLE TO BENEFIT UNDER THE COMPASSIONATE VISIT

- i. The insured shall as far as possible seek for such special assistance from any one of his/ her relatives, either at the place of hospitalisation or any other nearest place.
- ii. It is a condition precedent to the company's liability hereunder that the need for such a special assistance and consequent visit of any one of the family or near relative from a particular place is also approved by the assistance service provider before any one of the family or relatives undertakes the trip.

CLAIMS PROCEDURE

Claims provisions applicable to benefit under Compassionate Visit

In event of the insured sustaining an injury and/ or contracting an illness requiring hospitalisation in the opinion of the medical practitioner and further in the opinion of such medical practitioner continuous presence in the form of special assistance is required to be rendered to the insured during the period of hospitalisation by any of the members of the family or relative, immediate notice shall be given and approval obtained from the assistance service provider by the insured before requisitioning such special assistance.

The insured shall endeavor wherever possible to requisition such a special assistance from any member of the family or near relative from places nearer to the place of hospitalisation.

In any case, the company's liability shall be limited to economy class airfare applicable from and to the country of residence of the Insured to the place of hospitalisation.

Documents to be submitted in support of the claim

Duly completed claims form to be supported by

- i. A certificate from the medical practitioner recommending the presence in the form of special assistance to be rendered by a member of the family or near relative during the entire period of hospitalisation. Certificate to also specify the minimum period of hospitalisation.
- ii. Discharge summary of the hospital furnishing details - date of admission, date of discharge, and the presence of the member of the family or near relative on all days of hospitalisation.
- iii. Original ticket used for the travel to and fro by the member of the family or near relative.
- iv. And any other document as may be appropriately applicable for the claims preferred under this section of the policy.

SECTION 24: LOSS OF INTERNATIONAL DRIVING LICENCE

The company shall pay or reimburse to the insured/ insured person upto the sum insured or sub limit as specified in the policy certificate for expenses incurred towards obtaining a duplicate or fresh International Driving License either overseas or within 30 days upon the return to India, in the event of loss of Insured's International Driving License Overseas during covered trip. The insurer's liability to make payment is only in excess of the deductible as specified in policy certificate.

This benefit shall be payable subject to the following:

1. Any loss is required to be reported to the police having jurisdiction at the place of loss within 24 hours of the occurrence of the incident, and a written report being obtained for the same.
2. A deductible of an amount specified in the policy certificate shall be separately applicable for each and every claim made under this benefit.
3. As a condition precedent to the company's liability under this benefit, the insured person shall immediately, or as soon as practicable, follow the below procedure in the event of any occurrence or event giving rise to a claim under this policy:
 - Provide immediate notice of such loss to the applicable Indian/Country of origin authority as also expeditiously give or arrange for the applicable Indian/ Country of origin authority to be provided with any and all information and documentation in respect of the claim and/or the company's liability for it that may be requested by the company or by the applicable Indian/ Country of origin authority.
 - Provide the written police report to the applicable Indian/ Country of origin authority.
 - Furnish all relevant claim related documents.

Specific Exclusions

The company shall not be liable for any claim under this cover that is caused by or is attributable to or arises out of or is howsoever connected to any of the following:

- a) Any loss not reported to the police having jurisdiction at the place of loss within 24 hours of the incident and a written report is obtained from the police.
- b) Any loss arising from any delay, detention or confiscation by customs officials, police or other public authorities.
- c) Any loss arising from or due to International Driving License left unattended or forgotten by the Insured in the public place or public transport, hotel or apartment.

d) Any loss falling under the general exclusions of this policy.

SECTION 25: LAPTOP / TAB COVER

Subject to all other terms and conditions if the insured incurs a loss due to damage to or theft of his/her Lap Top during the journey abroad and within the policy period the company will indemnify the insured the loss subject to the sum mentioned in the schedule, however, the company will not pay,

1. for any electrical or mechanical breakdown of the lap top
2. for any loss of soft wares or data in the lap top and any consequential loss
3. for any loss as a result of any action taken by customs department.

Claim Settlement:

The claim shall be settled at market value of the Laptop before the loss, which will be arrived at by depreciating the value by 25% per annum. However the maximum liability would be restricted to the Sum insured.

SECTION 26: ADVENTROUS SPORTS COVER

Subject to all other terms and conditions if the insured incurs any medical expenses due to injuries as a result of the insured's participation in any adventure sports the company will pay the amount incurred towards such medical expenses subject to the maximum mentioned in the schedule.

Compliance with Terms and Conditions

You and/or Your Family's and/or Your Domestic Staff's compliance with the terms and conditions of this Policy, in so far as these require anything to be done by You and/or by them or complied with by you and/or them, is a condition precedent to our liability. In the event of any breach, we may repudiate any liability for your claim.

Withdrawal & Alteration of Policy Conditions: The policy terms and conditions may undergo alteration as per the IRDAI Regulation. However the same shall be duly notified to you at least three months prior to the date when such alteration or revision comes into effect by registered post at your last declared correspondence address. The timeliness for revision in terms and rates shall be as per the IRDAI Regulation.

A product may be withdrawn with the prior approval of the Authority and information of withdrawal shall be given to you in advance as per the IRDAI guidelines with details of options provided by us. If we do not receive your response on the intimation of withdrawal, the existing product shall be withdrawn on the renewal date and you shall have to take a new policy available with us, subject to terms & conditions.

Payment of premium: The premium payable shall be paid in advance before commencement of risk. No receipt for premium shall be valid except on our official form signed by our duly authorized official. In similar way, no waiver of any terms, provision, conditions and endorsements of this policy shall be valid unless made in writing and signed by our authorized official.

Protection of Policy Holder's Interest: in the event of a claim, if the same is found admissible under the policy, we shall make an offer of settlement or convey the rejection of the claim within 30(thirty) days of receipt of all relevant documents and investigation/assessment report (if required). In case the claim is admitted, the claim proceeds shall be paid within 7(seven) days of your acceptance of our offer. In case of delay in payment, we shall be liable to pay interest at a rate which is 2.0% (two percent) above the bank rate prevalent at the beginning of financial year in which the claim is received by us.

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

Place:

Date:

IMPORTANT NOTICE

In case of situations requiring assistance, please contact:-

OSP – Europe	OSP – America	OSP – Asia Pacific
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HEAD OFFICE

IMPORTANT

Please make sure you read and fully understand this document before you travel from the Republic of India. Please read carefully the full details of the PROCEDURE FOR OBTAINING ASSISTANCE AND CLAIMS. Failure to follow the instructions given could result in rejection of the claim.

OVERSEAS MEDICLAIM INSURANCE (EMPLOYMENT & STUDIES)

WHEREAS the Insured Person designated in the Identification and Schedule hereto having by a proposal and declaration (and Medical History and Physician's Report and Certificate, if any) which shall be the basis of the contract and shall be deemed to be incorporated therein, applied to The New India Assurance Company Limited (hereinafter called the Insurers) for the insurance hereinafter set forth and having paid the premium for the insurance specified hereinafter for the period stated in the Identification and Schedule.

Now this policy provides as follows:

DEFINITIONS:

The following definitions apply throughout this insurance:

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

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

- 1.6 COVERED EXPENSES** will be the reasonable and customary fees, charges for unavoidable, necessary medical services, supplies and treatments authorized by a Licensed Physician and approved by the Claims Administrator incurred outside the Republic of India only (see Exclusion 5.9), subject to the conditions and exclusions of this

Insurance. Expenses in respect of drugs and medication require written prescription of a physician and must be dispensed by a licensed Pharmacist.

1.7 MENTAL, NERVOUS, EMOTIONAL DISORDER means neurosis, psychoneurosis, psychosis or mental or nervous disease or disorder of any kind.

1.8 HOSPITAL means an institution which:

1. Operates as a hospital pursuant to law for the care and treatment of sick or injured persons as inpatients.

2. Provides 24 hour nursing service by registered nurses on duty or call.

3. Has a staff of one or more licensed Physicians available at all times.

4. provides organized facilities for diagnosis, treatment and surgery; either:

(i) on its premises; or

(ii) in facilities available to it, on a pre-arranged basis; and

5. Is not primarily a nursing, rest, convalescent home or similar establishment or any separate ward, wing or section of a hospital used as such.

1.9 DEATH means death within twelve calendar months from the date of the accident or illness.

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

Claims Administrators means Overseas Service Provider who has been appointed by Insurers to administer claims. It is mutually agreed that the Claims Administrators may employ "Case Management" techniques where appropriate, to ensure control of claims costs.

2.0 PERIOD OF INSURANCE

2.1 Effective Date of Insurance: The Insurance of an Insured Person will become effective on the later of:

(i) Effective Time and Date of this Insurance for which premium has been paid;

Or

(ii) The time and date the Insured Person departs from India to travel to the Country of Posting or Study, provided that the scheduled arrival in the Country of Posting or Study is no more than 48 hours later than the Insured Person's departure from India. In the event that there is an unexpected delay to the flight, the 48 hour period will be extended until such time as the flight arrives in the Country of Posting or Study.

2.2 Termination of Insurance: The Insurance of an Insured Person will terminate on the earliest of:

(i) twelve months from the date the Policy commences

(ii) 12.01 A.M. of the Expiry Date of this Insurance for which premium has been paid;

(iii) the date the Insured Person ceases to meet the definition of "Insured Person" and the Rules of Eligibility;

(iv) Except as provided for under TERRITORIAL LIMITATION and Exclusions 5.9 the date the Insured Person arrives in India from the Country of Posting or Study, provided that the scheduled arrival in India is no more than 48 hours later than the Insured Person's departure from the country of posting or study. In the event that there is an unexpected delay to the flight, the 48 hour period will be extended until such time as the flight arrives in India.

3.0 SCHEDULE OF INDEMNIFIED EXPENSES & BENEFIT

3.1 Section 1. Medical

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

3.2 Sub Section A

Medical Accident and Sickness Expenses when as a result of a Covered Injury or Covered Sickness, an Insured Person incurs Covered Expenses (see "Definitions") upon the recommendation and approval of a Licensed

Physician endorsed by the Claims Administrator, the Insurers will pay the amount of the Covered Expenses actually incurred up to (a), (b), or (c) whichever first occurs:

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

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

3.3 Sub Section B

Medical Evacuation Expenses when as a result of a Covered Injury or Covered Sickness, an Insured Person is hospitalized the Insurers will pay upon the recommendation and prior approval of the attending Licensed Physician and the Claims Administrator of this Insurance for the evacuation of the Insured Person to India. In the event that the Insured Person is evacuated to India the Insurers will pay Medical Accident and Sickness Expenses in India, as provided under Sub-Section A above and in addition but within the overall limit of US \$ 1,50,000 the reasonable and necessary Travel Expenses and Evacuation costs of the Insured Person's spouse and children also insured

Under this policy and residing with him up to a limit of US \$10,000 any one family. To be a valid claim such expenses and costs must meet with the prior approval of the Claims Administrator.

3.4 Sub Section C

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

3.5 Sub Section D

Medical Emergency Reunion Expenses up to US \$ 5,000 in all when as a result of a Covered Injury or Covered Sickness an Insured Person is hospitalized and it is agreed by all parties that the Insured Person should be medically Evacuated to India as soon as possible Insurer will pay upon the recommendation and prior approval of the Claims Administrator the following expenses detailed below incurred i.r.o. travel by the mother or father or guardian or spouse or adult child.

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

Provided the Insured Person: -

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

4.0 Section 2 Contingency Insurance (Applicable to Sponsored Students only)

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

- a)** Death, or
- b)** Loss of Entire Sight of either or both Eyes, or

- c) Permanent Total Disablement, and is Medically Evacuated under Section 1(B) above or a valid claim is payable under Section 1(C).

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

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

5.0 EXCLUSIONS

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

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

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

- 5.3 This insurance will not cover:

- (a) Any claim for Temporomandibular joint dysfunction and dental treatment except when as the direct result of a Covered Injury. Benefits will be limited to \$ 100 per natural tooth subject to a maximum of \$ 500 per injury;
- (b) Any claim in respect of the treatment of congenital conditions or the costs of cosmetic surgery except when necessitated by a Covered Injury to the Insured Person. Correction of deviated nasal septum will not be covered under this Insurance unless it results from an injury which occurred after the Insured Person became insured under this Insurance;
- (c) Any claim arising from intentionally self-inflicted injury, suicide or attempted suicide, the influence of alcohol or intoxicants, the use of drugs except as prescribed by a Licensed Physician;
- (d) Loss, damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power. Nor loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- (e) Any claim arising from travelling in any aircraft other than as a fare paying passenger in an aircraft licensed for the transportation of passengers;
- (f) Any claim in respect of examinations for, or prescriptions of eye glasses or hearing aids;
- (g) Expenses not recommended and approved as necessary and reasonable by the attending Licensed Physician;
- (h) Any claim in respect of treatment by a chiropractor unless prescribed by a medical doctor (M.D.); in any event this insurance will not cover expenses incurred for outpatient treatment in connection with the detection or correction by manual or mechanical means of structural imbalance, distortion or sub-luxation in the human body for purposes of removing nerve interference as a result of or related to distortion, misalignment or sub-luxation of or in the vertebral column.

- (i) Any claim arising from participation in any sport which involves deliberate physical contact between the players. This exclusion shall also apply to competitive matches and games and training, and any claim arising from winter sports or mountaineering.
 - (j) Expenses incurred as a result of diagnostic investigation or medical treatment in connection with infertility;
 - (k) Any claim for Medical Expenses incurred in respect of week-end admissions except where due to an emergency;
 - (l) Any claim for Diagnostic X-ray and laboratory examination including physical or other examination which do not relate to a medically diagnosed illness or injury.
 - (m) Any claim for professional services rendered by a member of the Insured Person's family or anyone who lives with the Insured Person.
 - (n) Any claim for expenses in excess of usual reasonable and customary charges.
 - (o) The deductible which applies to each and every Covered Injury or Covered Illness stated in the Schedule of Insurance hereto except where the Insured Person consults first with the Licensed Physician of the Campus, College, School or Employers/Sponsors Medical Centre when the deductible as stated is reduced by US \$ 100.
- 5.4 This insurance will not cover medical expenses resulting from a motor vehicle accident if such expenses are recoverable
- (a) under other valid and collectible Insurance, including a "No-Fault" automobile Insurance contract; or
 - (b) From parties who may be liable to provide indemnity or make contribution in respect thereto regardless of whether the Insured Person asserts his rights to obtain benefits from these sources.
- 5.5 This insurance will not cover pregnancy, including resulting childbirth, miscarriage, abortion or complication of any of these.
- 5.6 No section of this Policy shall apply in respect of, and this Policy does not cover, any claim arising directly or indirectly from any Injury, Illness, Death, Loss, Expense or other Liability attributable to HIV (Human Immunodeficiency Virus) and / or any HIV related illness including AIDS and / or any mutant derivatives or variations thereof however caused.
- 5.7 This Insurance will not cover expenses resulting from diagnosis or treatment of mental, nervous or emotional disorders, except while whilst conformed to hospital and then benefits are limited to 50% of Covered Expenses up to 30 continuous days' hospitalization as an in-patient.
- 5.8 This Insurance will not cover any amount for which the Insured Person is entitled to benefits under a Workmen's Compensation or Occupational Disease Law or any occupational benefit plan and/or other insurance or public assistance program (see General Conditions – Right of Subrogation)
- 5.9 This insurance will not cover any illness or accident or the cost of treatment for any Illness or accident, occurring or incurred outside the Country of Posting or Study except in respect of Direct Journeys to and from and as set out in the Medical Evacuation Benefit (Sub-Section B)

In the event that the Insured Person requires to return to India for holidays and / or family meetings for an uninterrupted period of less than 45 days, cover hereunder is extended to include such stay.

6.0 GENERAL CONDITIONS:

6.1 CAMPUS COLLEGE SCHOOL OR EMPLOYERS / SPONSORS DOCTOR:

It is a condition of this insurance that if medical services are required the Insured Person consults first with the campus, college, school, or employer's doctor in which event the first \$50 of the deductible is waived.

6.2 HOSPITALISATION AND MAJOR MEDICAL INCIDENCE:

It is a condition of this insurance that in the event of Hospitalisation prior consultation will take place with the CLAIMS ADMINISTRATORS, except in life/or organ threatening situations in which case immediate notification

and consultation is required. In addition, all Out Patient treatment, where the cost of the complete course of treatment may exceed \$500/- in all, must similarly be the subject of immediate consultation with the Claims Administrators (see Clauses Prior Consultation and Claims Condition)

6.3 ELIGIBILITY:

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

6.4 ENTIRE CONTRACT:

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

6.5 VISA STATUS:

If at any time during the period of Insurance the Visa status of the Insured Person changes, the Insured Person must notify the Insurer or Claims Administrator in writing within 14 days.

Any such change may render this Insurance void.

6.6 NATURE OF COVERAGE:

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

6.7 PRE-EXISTING EXCLUSIONS:

This policy is not designed to provide an indemnity in respect of Medical Services the need for which arises out of a pre-existing condition (as defined)

6.8 PRONOUNS:

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

6.9 CO-OPERATION:

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

6.10 CASE MANAGEMENT:

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

6.11 RIGHTS OF SUBROGATION:

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

The Insurer may institute any proceedings at its own expense against such third parties in the name of the Insured Person.

6.12 ASSIGNMENT:

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

6.13 DISPUTE RESOLUTION PROCEDURE:

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

6.14 CHOICE OF LAW:

The parties to this Insurance Policy expressly agree that the laws of the Republic of India shall govern the validity, construction, interpretation and effect of this policy.

6.15 ARBITRATION:

Any claim, controversy or dispute of any kind or nature arising out of or relating to this contract of insurance, or the breach thereof, or to the construction, existence, interpretation, meaning or validity thereof or to the operation of performance thereunder, involving any of the parties, or anyone claiming the rights of any party to this contract shall be settled by arbitration in the Republic of India in accordance with the provisions of the Indian Arbitration and Conciliation Act 1996 as amended from time to time and from the time being in force, and it is the intent and purpose of the Parties thereto, to make the submission to arbitration of any dispute or controversy arising out of this Policy of Insurance, as set forth herein above, an express condition precedent of any legal or equitable action or proceeding of any nature.

7.0 CONDITIONS:

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

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

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

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

8.0 CLAIM CONDITIONS:

8.1 In the event that medical services are required the Insured Person shall where possible consult first within the campus, college, school or Employer's/ Sponsors' Doctor.

In case of **Hospitalisation and out Patient treatment in excess of \$ 500** the Insured Person, his representative or the treating Licensed Physician will consult with the Claim Administrator prior to any medical services being purchased or delivered except in life threatening or organ threatening situations where the consultation must take place as soon as possible.

In any event written advice together with relevant notes, documentation etc. in respect of any claim under this Insurance must be given to the Claims Administrator within 30 days after the date of diagnosis with respect to a claim which may be covered by this Insurance.

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

EVALUATION MATRIX FOR TECHNICAL BID - OSP FOR 2024			
S. No.	PARAMETERS & MARKING SCHEME		
	Parameter	Marking Matrix	
A (a)	No. of Offices owned in (Max. Marks 15)	US & Canada	2 marks for each office with a max. of 6 marks
		Europe	1 mark for each office with a max. of 3 marks
		Asia (1 Additional Mark for Office in Singapore)	1 mark for each office with a max. of 4 marks
		Others	1 mark for each office with a max. of 2 marks
(b)	No. of tie-up offices in (Max. Marks 05)	US & Canada	1 mark for each office with a max. of 2 marks
		Europe	1 mark for each office with a max. of 1 mark
		Asia	1 mark for each office with a max. of 1 mark
		Others	1 mark for each office with a max. of 1 mark
(c)	IT capabilities (Max. Marks 12)	(i) Network providers search capability for clients	3 Marks
		(ii) On-line Claim reporting facility	3 Marks
		(iii) On-line Claims status	3 Marks
		(iv) On-line Grievance Redressal Mechanism	3 Marks
B(a)	No. of claims serviced in the last three financial years 2015-16 2016-17 2017-18 (Max. marks 10)	Upto 5000 - 1 mark	1 Mark
		5001 to 20,000 - 3 marks	3 Marks
		20,001 to 50,000 - 5 marks	5 Marks
		50,001 to 70,000 - 7 marks	7 Marks
		Above 70,000 - 10 marks	10 Marks
(b)	Average time taken for settling the claims (Max. Marks 5)	Upto 7 days	5 Marks
		8 to 15 days	2 Marks
		16 to 30 days	1 Mark
		More than 30 days	0 Mark
(c)	Brief write up of procedure for settlement of claims (Max. Marks 4)	Evaluation by Committee	4 Marks

S. No.	Parameter	Parameters & Marking Scheme	
C	Experience - No. & name of Insurance Companies in India and Outside India to whom bidder has provided service in the past 3 years		Marking Matrix
		More than 5	4 marks
		Outside India (6 Marks)	
		Upto 50	4 Marks
		More than 50	6 Marks
D	References (Max. Marks 3)	Evaluation by the Committee	3 Marks
E (a)	International Toll Free Nos. (Max. Marks 3) (1 Mark for Singapore)	Yes	3 Marks
		No	0 Mark
(b)	Toll free lines manned by person fluent in English (Max. Marks 2)	Yes	2 Marks
		No	0 Mark
(c)	Toll free Indian nos. manned by person fluent in English/Hindi (Max. Mark 1)	Yes	1 Mark
		No	0 Mark
F(a)	Country-wise number of hospital tie-up (US/Canada and Others) (Max. Marks 15)	US/Canada :	
		Upto 5000	5 Marks
		Above 5000	10 Marks
		Others	2 Marks
		Upto 5000	
Above 5000	5 Marks		
(b)	Average percentage discount US / Canada & Others (Max. Marks 15)	US / Canada & Others	
		5 % to 10%	5 Marks
		Above 10% upto 15%	7 Marks
		Above 15% upto 25%	10 Marks
		Above 25% upto 40%	13 Marks
		Above 40%	15 Marks
		TOTAL	100 MARKS
<i>Note: The Bidders securing more than 50 Marks shall be considered to be Technically qualified. However Purchaser reserves the right to modify the same.</i>			