



IFFCO-TOKIO GENERAL INSURANCE CO. LTD.

Regd. Office: 34, Nehru Place, New Delhi - 110 019

ITGI / PBHY / 03

PRAVASI BHARTIYA BIMA YOJNA POLICY

UIN IRDAN106P0004V01200607

PREAMBLE

This Policy is evidence of the contract between You and Us. The Proposal along with any written statement(s), declaration(s) of Yours for the purpose of this Policy forms part of this contract.

This Policy witnesses that in consideration of Your having paid the premium for the period stated in the Schedule, We will indemnify/pay to You or Your legal representative, to the Insured Person or his/her legal representatives, as the case may be, in respect of events occurring during the Period of Insurance in the manner and to the extent set-forth in the Policy including endorsements, provided that all the terms, conditions, provisions, and exceptions of this Policy in so far as they relate to anything to be done or complied with by You and/or Insured Person have been met.

The Schedule shall form part of this Policy and the term Policy whenever used shall be read as including the Schedule.

Any word or expression to which a specific meaning has been attached in any part of this Policy or of Schedule shall bear such meaning whenever it may appear.

The Policy is based on the information which has been given to Us about the Insured Person including You pertaining to the risk insured under the Policy and the truth of this information shall be condition precedent to Your or the Insured Person's right to recover under this Policy.

DEFINITION OF WORDS

1. Proposal: -

It 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.

2. Policy: -

It means the Policy wording, the Schedule and any applicable Endorsement or memoranda. The Policy contains details of the extent of cover available to the Insured Person, what is excluded from the cover and the conditions on which the Policy is issued.

3. Schedule: -

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It means the latest Schedule issued by Us as part of the Policy. It provides details of the Policy, of the Insured Person and the level of cover the Insured Person has.

4. Sum Insured: -

It means the monetary amount of coverage shown against the Insured Person.

5. We /Our /Us: -

It means IFFCO-TOKIO GENERAL INSURANCE COMPANY LTD.

6. You /Your: -

It means the Insured named in the Schedule as proposer of this cover.

7. Insured Person: -

It means the person(s) proposed for insurance coverage with Us by You for whom the appropriate premium has been paid, on the condition that the permanent place of residence of such person(s) is in Republic of India and such persons are named in the Schedule lodged with Us by You.

8. Emigrant: -

It means any citizen of India who intends to emigrate or emigrates or has emigrated but does not include i) a dependent of the Emigrant, whether such dependant accompanies that Emigrant or departs subsequently for the purpose of joining that Emigrant in the country to which that Emigrant has lawfully immigrated and ii) any person who has resided outside India at any time after attaining the age of eighteen years, for not less than three years, or the spouse or child of that person.

9. Emigrate/Emigration: -

It means the departure out of India of any person with a view to taking up employment with or without assistance of a recruitment agent or employer in any country or place outside India.

10. Employer/Sponsor:-

It means any person or institution or concern providing or offering to provide employment in any country or place outside India.

11. Injury: -

It means accidental bodily injury solely or directly caused by external, violent and visible causes. This definition includes accidental bodily injury resulting from exposure to the element of the cause.

12. Accident/Accidental: -

It means a fortuitous event or circumstance which is sudden, unexpected and unintentional, including resultant continuous intermittent or repeated exposure arising out of the same fortuitous event or circumstance.

13. Permanent Total Disablement: -

It means the bodily injury, which as its direct consequence immediately and/or in foreseeable future, will permanently, totally and absolutely prevent the Insured Person from engaging in any kind of occupation.

14. Disease: -

It means a condition affecting the physical wellbeing and health of the body having a defined and recognized pattern of symptoms that first manifests itself in the Period of Insurance and which requires treatment by a Medical Practitioner. It does not mean any mental disease (a mental or bodily condition marked by disorganization of personality, mind, and emotions to impair the normal psychological, social or work performance of the individual) regardless of its cause or origin.

15. Hospital/Nursing Home: -

It means any institution within India or within the country of employment of Insured Person established for indoor care and treatment of disease or injuries, which is either registered as a Hospital or Nursing Home with the local legal/Government authorities and is under the supervision of a registered and qualified Medical Practitioner or is complying with following criteria:

- It should have at least 15 in-patient beds. However, in Class 'C' town of India where population is less than 5 lacs, the institution should have at least 10 in-patient beds.
- It is having fully equipped Operation Theatre of its own for carrying out Surgical Operation.
- It is having Qualified Nursing staff under its employment round the clock.
- It is under charge of fully qualified Medical Practitioner(s) round the clock.
- It maintains daily permanent records of each of the patients.

In the event of Hospitalisation of Insured Person in India requiring ayurvedic treatment which does not involve operative/surgical procedure, We may waive the Condition (ii) stated above pertaining to Operation Theatre requirement, depending upon the merit of the case.

The term Hospital /Nursing Home shall not include an establishment which is a place of rest, a place for the aged, drug-addicts, alcoholics, a hotel or a similar place.

16. Surgical Operation: -

It means manual and/or operative procedure for correction of deformities and defects, repair of injuries, diagnosis and cure of diseases, relief of suffering and prolonging of life.

17. Hospitalisation: -

It means treatment of Insured Person as inpatient in the Hospital/Nursing Home for a minimum period of 24 hours. However for specific treatments i.e. Dialysis, Chemotherapy, Radiotherapy, Eye Surgery, Lithotripsy, Tonsillectomy or D&C undertaken by Insured Person in the Hospital/Nursing Home, the above time limit of 24 hours will not be mandatory and the treatment will be considered to be taken under Hospitalisation benefit. In case of other specified treatments, the minimum stay of 24 hours will not be mandatory provided that the following conditions are fulfilled:

- a) The treatment is such that it necessitates Hospitalisation and procedure involved requires specialised infrastructure facilities available in the Hospital.
- b) Due to technological advances, the period of Hospitalisation is less than 24 hours.

18. Any One Illness: -

It means continuous period of illness including relapse within 45 days from the date of last consultation with the Medical Practitioner or Hospital/Nursing Home where treatment may have been taken. Occurrence of same illness after a lapse of 45 days as stated above will be considered as fresh illness for the purpose of this Policy.

19. Medical Practitioner: -

It means a person holding a degree/diploma of a recognised institution registered by Medical Council of respective State of India or by respective Medical Council or by appropriate legal authorities of the concerned country outside India. The term Medical Practitioner would include Physician, Surgeon and Specialist.

20. Qualified Nurse: -

It means a person holding a certificate of a recognised Nursing Council and/or recognised by appropriate legal authorities in India and/or in countries outside India and who is employed on recommendation of the attending Medical Practitioner.

21. Reasonable and Customary Charges: -

It means a charge for medical care during Hospitalisation period which shall be considered reasonable and customary to the extent that it does not exceed general level of charges being made by other entities of similar standing in the locality where the charges are incurred when furnishing like or comparable treatment, services or supplies to persons of the same sex and of comparable age for a

similar disease or injury. Further, it does not include charges that would not have been made if no insurance existed.

22. Pre-existing Condition: -

It means an Injury and/or any Disease and/or its symptoms which exists when the cover incents for the first time under this Policy for which Insured Person received medical advice and/or treatment, or such symptoms for which an ordinary prudent person would seek medical advice or treatment. Complication arising from pre-existing condition will be considered as part of pre-existing condition

23. Finalization of the Insurance Contract: -

It means that

- a) The Insurance Policy must be concluded prior to the trip abroad by means of the Proposal Form provided for this purpose. Insurance Policies that are taken after the commencement of the trip are deemed to be invalid.
- b) The Insurance Policy comes into effect when the Insurance Policy Schedule is issued, which will be done only on acceptance of the Proposal by Us and payment of the full premium by You.

24. Period of Insurance: -

It means the period from the commencement to the end of the insurance cover and this duration is shown on the Schedule of the Policy:

- a) Commencement of the Insurance Cover: The Insurance Cover begins on the inception date as specified in the Policy Schedule, but not before Finalisation of the Insurance Contract and not before the Insured Person first boards the mode of transportation by which it is intended that he/she shall finally leave India for the overseas journey, so long as that is within 14 days of inception date as mentioned in the Schedule.
- b) End of the Insurance Cover: The Insurance Cover terminates (i) with the end of the expiry date as specified in the Policy Schedule or (ii) with the end of the employment contract with the Employer for whom he/she had gone abroad.

Section 1
Personal Accident

WHAT IS COVERED	WHAT IS NOT COVERED
<p>If following bodily Injury which solely and directly causes Insured Person's death or permanent total disablement leading to loss of employment abroad, We shall pay to You or Your legal representative the sum(s) set forth in the Schedule, provided that such bodily injury has been sustained during the period of Insured Person's employment abroad as emigrant.</p> <p>However the Accident leading to injury may take place anywhere in the world.</p>	<p>We will not be liable for payment of compensation in respect of Injury as a consequence of: -</p> <ul style="list-style-type: none"> I. Whilst engaging in aviation or ballooning or whilst mounting into, dismounting from or traveling in any aircraft other than as passenger (fare paying or otherwise) in any duly licensed standard type of aircraft. II. Whilst racing on wheels or horseback, hunting, mountaineering, skiing or ice hockey or being engaged in winter sports. III. Pregnancy or childbirth. IV. Venereal disease or insanity. V. Any compensation for death or permanent disability happening after 12 months of Insured Person having sustained the accidental bodily Injury

Section 2
Transportation and Airfare for Attendant

WHAT IS COVERED	WHAT IS NOT COVERED
<p>In the event of an accidental death of Insured Person whilst in employment outside India:</p> <ol style="list-style-type: none"> 1. We will reimburse the actual cost of transporting the mortal remains of the deceased back home to India. 2. We will reimburse the additional cost of economy class return airfare for one attendant to accompany the mortal remains from the place of death abroad 	<p>We will not liable for:</p> <ol style="list-style-type: none"> 1. Any claim of reimbursement filed with Us after 90 days of completion of the journey or transportation. 2. Any legal or other incidental cost involved in transportation of mortal remains or that of attendant for the return journey 3. Any reimbursement claimed without

<p>to back home in India.</p> <p>For both the above expenses, the journey has to be completed through the shortest direct route available.</p>	<p>proof of original tickets or receipts for means of transport and conveyance.</p>
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Section 3 Hospitalisation expenses and Maternity expenses

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will pay the Reasonable and Customary Charges of Hospitalisation expenses actually incurred but upto the limits specified in the Policy Schedule for the following:</p> <p>Part A Hospitalisation expenses: - In case the Insured Person sustains any Injury or contracts any Disease and upon advice of a Medical Practitioner, he/she has to incur Hospitalisation expenses in Nursing Home/Hospital in India or in the country of employment.</p> <p>Part B Maternity expenses: - In case a woman Insured Person incurs the Hospitalisation expenses relating to maternity in Nursing Home/Hospital in India or in the country of employment, arising out of her pregnancy. This benefit is payable after the period of nine months from the commencement of Period of Insurance. The period of nine months relates to normal delivery, as well as caesarean section or abdominal surgery for extra uterine pregnancy.</p> <p>Part C Hospitalisation expenses of Insured's Family members: - In case a Family member of Insured Person comprising spouse upto age of 60 years and two children upto the age of 21 years sustains any injury or contracts any disease, and upon advice of Medical Practitioner, any or all of them have to incur Hospitalisation expenses in a Nursing Home/Hospital in India. This benefit is payable provided that a claim has been paid or</p>	<p>We will not be liable for:</p> <ol style="list-style-type: none"> 1) All Diseases/Injuries which are in Pre-existing condition when the cover incepts for the first time under this Policy. 2) Any expense on Hospitalisation for any Disease which incepts during first 30 days of commencement of this insurance cover. This exclusion shall not apply in case of the Insured Person having been covered under this Policy or Group or Individual Medical Insurance Policy with any of Indian Insurance Companies for a continuous period of preceding 12 months without a break. 3) Any expense incurred in the first year of operation of the insurance cover on treatment of the following Diseases : <ul style="list-style-type: none"> • Cataract, Benign Prostatic Hypertrophy, Hysterectomy for Menorrhagia or Fibromyoma • Hernia, Hydrocele, Congenital Internal Disease. • Fistula in anus, Piles, Sinusitis • Choletithiasis and Cholecystectomy <p>This exclusion shall not apply in case of the Insured Person having been covered under this Policy or Group or Individual Medical Insurance Policy with any of Indian Insurance Companies for a continuous period of preceding 12 months without a break.</p>

<p>liability has been admitted by Us under Section 1 of this Policy.</p>	<p>Insurance Companies for a continuous period of preceding 12 months without a break.</p>
<p>The Hospitalisation expenses for the purpose of this Section will include the following expenses: -</p>	<p>4) Any expenses outside the period of actual Hospitalisation as well as incurred outside the Hospital where treatment is taken.</p>
<ol style="list-style-type: none"> 1. Room, Board and Nursing expenses as provided in any of the Hospital/Nursing Home. 2. Medical Practitioner, Anesthetist, Consultant fees. 3. Expenses on Anesthesia, Blood, Oxygen, Operation Theatre, Surgical Appliances, Medicines and Drugs, Diagnostic Materials and X-ray, Dialysis, Chemotherapy, Radiotherapy, Cost of Pacemaker, Artificial Limbs, Cost of Organs and similar expenses. 4. Expenses on Vitamins and Tonics, only if forming part of treatment as certified by the attending Medical Practitioner. 	<p>5) Circumcision, unless necessary for the treatment of a Disease not otherwise excluded or required as a result of accidental bodily injury, vaccination, inoculation, cosmetic or aesthetic treatment of any description (including any complications arising thereof), plastic surgery except those relating to treatment of Injury or Disease .</p>
<p>Note</p> <p>The Hospitalisation expenses incurred for treatment of Any One Illness under agreed package charges of the Hospital/Nursing Home will be restricted to 80% of the Sum Insured or actuals, whichever is less.</p>	<p>6) Any Maternity Expenses incurred outside India unless the requisite documents are certified by Indian Mission/Post.</p>
	<p>7) Any Maternity Expenses in respect of more than 2 children.</p> <p>8) Cost of spectacles and contact lens or hearing aids.</p> <p>9) Dental treatment or surgery of any kind, unless requiring Hospitalisation.</p> <p>10) Convalescence, general debility, run down condition or rest cure, congenital external disease or defects or anomalies, sterility, venereal disease.</p> <p>11) Expenses on diagnostic, x-ray, or laboratory examinations, unless related to the treatment of Disease or Injury falling within ambit of Hospitalisation expenses as certified by Medical Practitioner.</p> <p>12) Any expense on treatment of Insured Person as outpatient in a Hospital.</p> <p>13) Any expense on Naturopathy</p> <p>14) Any travel or transportation expenses.</p> <p>15) Any expense related to Disease/Injury</p>

	<p>suffered whilst engaged in speed contest or racing of any kind (other than on foot), bungee jumping, parasailing, ballooning, parachuting, skydiving, paragliding, hang gliding, mountain or rock climbing necessitating the use of guides or ropes, deep sea diving using hard helmet and breathing apparatus, polo, snow and ice sports and activities of similar hazard.</p> <p>16) External medical equipment of any kind used at home as post hospitalisation care, like wheelchairs, crutches, instruments used in treatment of sleep apnea syndrome (C.P.A.P) or continuous peritoneal ambulatory dialysis (C.P.A.D) and oxygen concentrator for bronchial asthmatic condition, etc.</p>
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Section 4 Employment Contingencies & Repatriation Expenses

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will pay to You for actual one way economy class airfare to return back home in India by the shortest direct route available to the under noted circumstances: -</p> <p>Part A</p> <ul style="list-style-type: none"> i) Insured Person is/has not been received on behalf of employer, when he/she arrives at his/her workplace or destination abroad i.e. employer refuses the job/employment to the Insured Person ii) If there is any substantive change in the job/employment contract/agreement to the disadvantage of the Insured Person. iii) If the employment is prematurely terminated within first three months of Period of Insurance for no fault of the 	<p>We will not liable for any payment, unless the grounds for repatriation are certified by Indian Mission/Post abroad and original air tickets are submitted.</p>

<p>Emigrant (Insured Person)</p> <p>Part B</p> <p>Emigrant (Insured Person) falls sick or is declared medically unfit to commence or continue or resume working and the service contract is terminated by the Employer abroad within the first 12 months of commencement of cover under this Policy.</p> <p>Note: In such cases where the repatriation is arranged by Indian Mission/Post, We will reimburse the actual transportation expenses to the concerned Indian Mission/Post.</p>	
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Section 5 Legal Costs

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will pay to You upto limits specified in the Schedule in connection with legal expenses incurred by You in any litigation expenses relating to Insured Person's employment abroad.</p>	<p>We will not liable for:</p> <ul style="list-style-type: none"> 1) Any claim unless the actual expenses incurred are certified by Indian Mission/Post abroad. 2) Any claim unless the necessity of filing such case is certified by appropriate Ministry of that country.

SPECIAL PROVISIONS

- 1) **Limit of liability:** - The maximum limit of liability under this Policy will be Sum Insured/Limit mentioned against each Section/Subsection/part of the Section. Any claim will reduce the Sum Insured/Limit by such claim amount for the remaining Period of Insurance.
- 2) **Shortest Direct Routes:** - The benefit available under this Policy for transportation and journey cost is payable only by shortest direct route, unless in Our opinion the longer route was undertaken due to contingencies involved and warranted.

GENERAL EXCLUSIONS

(WHAT IS NOT COVERED BY THE WHOLE POLICY)

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We will not pay:

1. For any claim relating to events occurring before the commencement of the cover and after the expiry of the cover as described in the Period of Insurance.
2. For any claim if the Insured Person –
 - a) Is travelling against the advice of a physician.
 - b) Is receiving or on a waiting list for specified medical treatment declared in a Medical Practitioner's Report or Certificate.
 - c) Has received terminal prognosis for a medical condition.
 - d) Is taking part in a naval, military or air force operation, whether in the form of military exercises or war games, or actual engagement with the enemy, whether foreign or domestic.
3. For any claim, if the Insured Person is working in a different profession/job/occupation and/or in a different country of employment, and/or for a different Employer/Sponsor than what is declared in the Proposal Form and mentioned in the Schedule with regard to profession/job/occupation, country of employment and Employer/Sponsor.
4. Any claim in the event of war or military action occurring against the country or internal conflict in the country to which the Insured Person/Emigrant has gone for the work.
5. Any claim arising after expiry date of passport or visa for Insured Person.
6. For any claim arising out of illness or accident that the Insured Person has caused intentionally, including committing or attempting suicide or as a result of drug addiction, alcoholism or whilst under influence of intoxicating liquor.
7. For any claim arising out of mental disorder, anxiety, stress, depression, venereal disease or any loss directly or indirectly attributable to HIV (Human Immuno Deficiency Virus) and /or any HIV related illness including AIDS (Acquired Immuno Deficiency Syndrome) and /or any mutant derivative or variations thereof howsoever caused.
8. Any claim that are results of war and warlike occurrence or invasion, acts of foreign enemies, hostilities, civil war, rebellion, insurrection, military or usurped power, active participation in riots, confiscation or nationalisation or requisition of or destruction of or damage to property by or under the order of any government or local authority.
9. For any claim arising from damage to any property or any loss or expense whatsoever resulting or arising from or any consequential loss directly or indirectly caused by or contributed to or arising from:
 - a) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or
 - b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 - c) Asbestosis or any related sickness or disease resulting from the existence, production, handling, processing, manufacture, sale, distribution, deposit or use of asbestosis or products thereof.
10. For any claim relating to any consequential loss

11. For any claim arising in respect of travel by the Insured Person to any country against whom the Republic of India has imposed general or specific travel restrictions, or against whom it may impose such restrictions or any country which has imposed or may impose subsequently such restrictions against travel by a citizen of India to such country.
12. For any claim arising out of Insured Person's attempted engagement in any criminal or other unlawful act.

GENERAL CONDITIONS

(APPLICABLE TO THE WHOLE POLICY)

1. **Eligibility:** - The Policy covers only those Emigrants who have availed this Policy before leaving India and whose passport is endorsed as "Emigration Check Required". The benefits under the Policy are available after Finalisation of the Insurance Contract but only during the Period of Insurance.
2. **Reasonable Precautions:** - You/Insured Person shall take all reasonable precautions to prevent injury, illness, disease and damage in order to minimize claims. Failure to do so will prejudice the Insured Person's claim under this Policy.
3. **Validity:** - The Policy will be valid only if the Insured Person commences the journey within 14 days of the first day of insurance as indicated in the Policy Schedule.
4. **Misdescription:** - The Policy shall be void and all premium paid by You to Us will be forfeited in the event of a misrepresentation or concealment of any material information.
5. **Notice:** - You will give every notice and communication in writing to Our office through which this insurance is affected.
6. **Changes in Circumstances:** - You must inform Us, as soon as reasonably possible, of any change in information You have provided to Us about the Insured Person and/or his/her job, country of employment and/or employer which may affect the insurance cover provided.
7. **Waiver of conditions:** - 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
8. **Claim Procedure:**
 - (A) **Procedure in the event of an Accident or Illness:** In the event of an accident or sudden illness, You or the Insured Person shall immediately contact Our office stating the details given on the Policy, but not later than 14 days from

date of Accident in case of Accident claims and/or within 7 days from the date of Hospitalisation in case of Hospitalisation claims.

i) Hospitalisation Claims: -

A written statement of the claim will be required and a Claim Form will be completed and the claim must be filed within 30 days from the date of discharge from the Hospital or completion of treatment, except in extreme cases of hardship where it is proved to Our satisfaction that under the circumstances in which You/Insured Person or his/her personal representative were placed, it was not possible for any one of You to give notice or file claim within the prescribed time limit.

You/Insured Person must give all original bills, receipts, certificates, information and evidences from the attending Medical Practitioner/Hospital/Chemist/Laboratory as required by Us in the manner and form as We may prescribe. In such claims, Our representative shall be allowed to carry out examination and obtain information on any alleged Injury or Disease or Maternity situation requiring Hospitalisation if and when We may reasonably require.

ii) Accident Claims: -

An event, which might become a claim under the Policy, must be reported to Us as soon as possible. In case of death, written notice also of death must, unless reasonable cause is shown, be given before internment/cremation and in the event of Permanent Disability, written notice thereof must also be given within one calendar month after such disability. A written statement of the claim will be required and a Claim Form will be provided for completion.

All certificates, information and evidence from a Medical Practitioner or otherwise as required by Us shall be furnished by You, Your personal representative/assignee in the manner and form as We may prescribe. In such claims, Your legal representative, nominee, beneficiary will allow Our representative to carry out examination and ascertain details if and when We may reasonably require and in the event of death, get the post mortem examination done in respect of body of Insured Person. In the event of claim in respect of Permanent Disability, the Insured Person shall undergo at his/her expense such operations or treatment as We may reasonably deem desirable.

- (B) The following documents are required to be submitted in support of claims under different Sections of the Policy:
- (i) Hospitalisation Expense claims: - The requirements have already been mentioned above under Item 8(A)(i)
 - (ii) Personal Accident claims: -
 - a) Death: - Police Report, Post Mortem Report, Death Certificate and the Report from Indian Mission/Post abroad.
 - b) Permanent Total Disability: - Medical Reports of the treatment undergone and disability certificate from the Medical Practitioner.
 - (iii) Transportation claims: - All necessary proofs substantiating the reason, along with supporting documents. The documents must include the transportation cost receipt and other related documents
 - (iv) Airfare for Attendant claims: - Original air ticket along with other ticket receipts and copy of passport.
 - (v) Employment Contingencies & Repatriation claims: - Certificate from Indian Mission/Post abroad mentioning the grounds of termination/repatriation. Any letter or correspondence from Employer along with Service Agreement copy and air tickets along with other travel vouchers in original.
 - (vi) Legal Cost claims: - Certificate from Indian Mission/Post abroad in respect of litigation cost incurred along with Lawyer's Certificate and a Certificate from the appropriate Ministry of the country abroad in respect of necessity of filing such case.
- 9) **Fraud:** - If a claim is fraudulent in any respect or supported by any fraudulent statement or device with or without Your knowledge or that of the Insured Person, all benefit(s) under this Policy shall be forfeited.
- 10) **Contribution:** - If, when any claim arises, there is in existence any other Insurance Policy covering the same loss/liability, compensation, costs or expenses, We will pay only Our ratable proportion of the claim.

11) Subrogation: -

- a) You shall do or concur in doing or permit to be done everything necessary for the purpose of enforcing any civil or criminal rights and remedies or obtaining relief or indemnity from other parties to which We shall be or would become entitled or subrogated upon Our paying any claim under this Policy, whether before or after indemnification;
- b) You shall not do or cause to be done anything that may cause any prejudice to Our right of Subrogation;
- c) You agree that any recoveries made shall first be applied in making good any sums paid out by or on behalf of Us for the claim and the costs of recovery.

12) Cancellation: - We may cancel this Policy by sending 30(thirty) days Notice by Registered Post to Your last known address. You will then be entitled to a pro-rata refund of premium for the unexpired period of this Policy provided no claim has arisen under the Policy.

You may cancel the Policy by sending written Notice to Us under Registered Post. We will then allow a refund on following scale, except in cases where a claim has been preferred on Us under the current Policy:

<u>Period of Cover upto</u>	<u>Refund of Annual Premium rate(%)</u>
3 Month	50%
6 Month	25%
Exceeding Six Months	NIL

All cancellations will require the prior approval of the P.O.E. office.

13) We will not be bound to take cognizance or be affected by any notice of trust, charge, lien, assignment or other dealings with or relating to this Policy. Your receipt or receipt of Insured Person shall in all cases be an effective discharge to Us.

14) Arbitration: - If any dispute or difference shall arise as to the quantum to be paid under the Policy (liability being otherwise admitted), such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties hereto, or if they cannot agree upon a single

arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

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

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

- 15) **Disclaimer Clause:** - If We shall disclaim Our liability for any claim under this Policy and such claim shall not have been made the subject matter of suit in a Court of Law within 12(twelve) months from date of disclaimer, then the claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable under this Policy.
- 16) **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 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 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.
- 17) All claims shall be payable in Indian currency.
- 18) The provisions of this Policy shall be governed by laws of India for the time being in force. The parties hereto unconditionally submit to the jurisdiction of the Courts of India.