



# NEPAL INSURANCE COMPANY LTD.

Head Office: NIC Building, Kamaladi

P.O. Box: 3623, Kathmandu, Nepal

Tel: 4221353, 4245565, 4245568, 4228690, Fax: 977-1-4225446

E-mail: nic@wlink.com.np, Web: www.nepalinsurance.com

## OVERSEAS MEDICLAIM & TRAVEL INSURANCE POLICY

WHEREAS the Insured Person is designated in the **OVERSEAS MEDICLAIM & TRAVEL INSURANCE POLICY** Schedule hereto having by a proposal and declaration (and Medical History and Physician's Repo I and Certificates, if any), which shall be the basis of the contract and shall be deemed to be incorporated herein, applied to **NEPAL INSURANCE COMPANY LTD.** (hereinafter called the "**Company**") for the insurance hereinafter set forth and having paid the premium stated in the **Overseas Mediclaim & Travel Insurance Policy** Schedule.

### IMPORTANT POINTS

This policy should be read carefully. It gives full details of what is and is not covered and the conditions and exclusions of the cover. Failure to comply with them will prejudice an Insured's claim.

### Health Conditions

1. Nature of coverage: This policy is not a general health insurance policy. Coverage is intended for use by the insured in the event of a sudden and unexpected sickness or accident arising when the Insured is outside of his Home Country.
2. Pre-existing Exclusion: This Policy does not cover claims for any medical services arising from a Pre-existing Medical condition as defined in this document.
3. General Health Exclusion: No claims under this policy will be paid where the Insured;
  - a) is travelling against the advice of a Physician; or
  - b) is receiving, or on a waiting list for treatment, or awaiting the results of medical tests or investigations for medical treatment declared by a Physician; or
  - c) is travelling for the purpose of obtaining treatment; or
  - d) has received a terminal prognosis for a medical Condition.

### Repatriation

The Company reserves the right to repatriate when in the opinion of the doctor in attendance and The Company's Medical Advisors, the Insured is fit to travel.

### Policy Limits and Excesses

This policy has specific limits on the amount the Company will pay. All claims will be subject to an excess. This means that The Company will not be liable for the first part of the claim. The amount of the excess has to be paid by the Insured.

### Eligibility

This policy is valid for residents of Nepal who are 70 years and under at inception.

### WHAT TO DO IN THE EVENT OF A MEDICAL EMERGENCY?

**SPECIALTY ASSISTANCE**, MUST be contacted immediately, in the event of an Insured dying, incoming medical expenses, being involved in an accident, or being admitted to hospital. The Company will not be liable for any costs without the expressed prior approval of **SPECIALTY ASSISTANCE**.

**SPECIALTY ASSISTANCE** will provide a complete medical assistance service to the Insured. Operating 24 hours a day 365 days a year, **SPECIALTY ASSISTANCE** provides effective medical assistance for the Insured anywhere in the world and can be accessed by telephone or fax:

### Contact Details

**SPECIALTY ASSISTANCE**

For assistance worldwide, contact:

### SPECIALTY ASSISTANCE

London, UK

Tel: (24 HR)+44 (0) 20 7902 7405

Fax: (24HR)+44 (0) 20 7928 4748

E-mail: (24HR) assistance@specialty-group.com

For assistance in Africa, contact:

### SPECIALTY ASSISTANCE

Johannesburg, South Africa

Tel: +27 11 452 7272

Fax: +27 11452 4473

For assistance in Americas, contact:

### SPECIALTY ASSISTANCE

Philadelphia, USA

Tel: +12164893785

Fax: +12154898525

For assistance in Asia Pacific, contact:

### SPECIALTY ASSISTANCE

Bangkok, Thailand

Tel: +662 645 3932

Fax: +662 645 3732

In the case of emergency, the Insured may reverse charge the cost of the Phone call to **SPECIALTY ASSISTANCE**.

### MAKING A NON EMERGENCY CLAIM

For non-emergency claims, **CLAIMS** should be upon return to the Insured's Home Country and a claim form obtained. This document, together with invoices, travel documents and any other relevant details must be sent to **J. B. Boda & Co.(UK) Ltd.**. Please note that if medical treatment has been received, medical certificates showing the nature of the injury or illness together with all bills, and receipt if already paid, should also be attached and returned to **J. B. Boda & Co.(UK) Ltd.** within 31 days of the Insured's return to his Home Country.

If you need to make a claim you will need to complete a claim form as soon as possible after the incident has occurred. You must do this within 31 days of your return home.

You can request a claim form by writing to, or by telephoning:

**J. B. Boda & Co. (UK) Ltd.**

New London House

6 London Street

London EC3R 7LQ

Tel: +44 (0) 20 7488 1236

Fax: +44 (0) 20 7488 4942

E-mail: jbboda@jbbodauk.com

### THE INSURANCE POLICY DEFINITIONS

Wherever the following words or phrases appear within this policy they will always have the same meaning.

### The Insured

Any person who is included on the certificate having paid the appropriate premium. The term 'his' shall be held to mean 'her' where appropriate.

### Home Country

NEPAL



### Family

A family shall consist of a maximum of 4 members being a husband and wife and up to 2 dependent children aged 18 years or under at the date of departure.

### Sum Insured

This is the maximum payable for each Insured under each section of this insurance as specified in the Schedule of cover.

### SPECIALTY ASSISTANCE

SPECIALTY ASSISTANCE provides Emergency assistance services on behalf of The Company.

### Medical Advisors

Medical Practitioners appointed by SPECIALTY ASSISTANCE.

### Emergency Medical Expenses

Expenses that in the opinion of the treating Physician and SPECIALTY ASSISTANCE, are medically necessary in order to maintain life and/or relieve immediate pain or distress for illness, disease or accident first manifested or occurring during an insured trip that commences during the period of Insurance.

### Period of Insurance

In respect of section B (Emergency Medical and Air Ambulance Expenses) insurance commences when the Insured leaves his Home Country. In respect of all other sections, insurance commences when the insured leaves his place of residence or business in his Home Country (whichever is the later) to commence the trip.

Under all Sections this insurance will terminate at the earliest of the following

1. the expiry of the policy period
2. the return of the Insured to his Home Country as planned, at the end of trip;
3. the first return of the Insured to his Home Country prior to the planned return at the end of a trip.

In the event of a covered injury, illness or Accident occurring during the Period of Insurance where the Insured is medically incapable of returning to his Home Country, this insurance will be extended for a maximum of 90 days from the end of the Period of Insurance, for the treatment of Emergency Medical Expenses only, provided that SPECIALTY ASSISTANCE has authorised such extension.

### Pre-Existing Medical Condition

Any sickness for which the Insured has previously taken medication, treatment or sought medical advice at any time during the 24 months prior to purchase of this policy.

### Excess

The excess is the first amount of each claim, for each separate incident payable by the Insured. Excess amounts are shown in the Schedule A Cover.

### Accident

Accident means a sudden, unexpected, unusual, specific, violent, external event which occurs at a single identifiable time and place and independent of all other causes, results directly, immediately and solely in physical bodily injury which results in a Loss. In no event shall the contracting of any disease and/or illness (including, but not limited to heart attack, stroke or cancer), nor the injection or ingestion of any substance, be considered an Accident. An event which directly or indirectly exacerbates a previously existing physical bodily injury shall not be considered an Accident.

### Loss of Limb

Loss of Limb(s), means loss by physical severance of a hand or above the wrist or a foot at or above the ankle.

### Loss of Sight

Loss of sight means the complete and irrecoverable loss of sight of one or both eyes.

### Relative

Relative means spouse, parent, parent-in-law, son, daughter, brother, sister, fiancée(s).

### Permanent Total disablement

Permanent Total Disablement means disablement which from the moment of Accident entirely prevents the Insured from attending to any business or occupation of any and every kind and which lasts 12 calendar months and at the expiry of that period is in the opinion of the Company's medical advisors beyond expectation of improvement.

### Carrier

The scheduled; airlines; shipping line; railway; coach and bus operator, car rental and taxi operator with whom the Insured has arranged to travel.

### Valuables

Photographic equipment, audio, video, telecommunication and computer equipment of any kind, telescopes and binoculars, spectacles and contact lenses, sunglasses, antiques, jewellery, watches, furs, silk, leather goods, animal skins, precious stones and articles made of or containing gold, silver or other precious metals.

NOTE: This Insurance shall be governed by law of Government of Nepal (Insurance Act)

## SECTION A-PERSONAL ACCIDENT

### What You Are Covered For

The Company will pay, the Insured or his estate, the Sum Insured as shown in the Schedule of cover for one of the following Losses resulting from an Accident sustained by the Insured: Death, Loss of Limb(s), Loss of Sight or Permanent Total Disablement. Loss must occur within 180 days of the date of Accident. No benefits shall be paid for more than one Loss suffered.

## SECTION B-EMERGENCY MEDICAL AND AIR AMBULANCE EXPENSES

### What You Are Covered For

The Company will reimburse the Insured up to the amount shown in the Schedule of Cover in respect of the following Emergency Medical Expenses necessarily incurred as a result of the Insured sustaining accidental bodily injury or becoming ill.

1. cost of medical, surgical or hospital treatment (including necessary emergency dental treatment up to US\$ 150 for the immediate relief or pain only). The Company reserves the right to repatriate when in the opinion of the doctor in attendance and the Company's Medical Advisors, the Insured is fit to travel, the Company further reserves the right to discontinue cover in the event that the Insured refuses to be repatriate;
2. cost of transporting the remains of an Insured to his Home Country, or the cost of funeral in the country where death occurs, up to US \$ 3,000;
3. the cost of return to the Home Country of an injured or sick Insured by air ambulance or other medically appropriate means where in the opinion of the Company's Medical Advisors such return is medically necessary.

### What You Are Not Covered For

The Company shall not be responsible for:

1. the excess for each claim for each separate incident as shown in the Schedule of Cover;
2. claims arising directly or indirectly as a result of a Pre Existing Medical condition;
3. claims arising if an Insured is travelling against the advice of a medical practitioner or for the purposes of obtaining medical treatment or;
4. claims arising for treatment or surgery which in the opinion of the Company's Medical Advisors is not essential or can reasonably be delayed until the Insured's return to his Home Country;
5. claims arising from medical treatment of any kind received after an Insured has returned to his Home Country;
6. claims arising from medical treatment of any kind received in any country where the Insured qualifies for national state healthcare unless this is in excess of the national or state healthcare provisions;



7. claims arising directly or indirectly from pregnancy Complications of pregnancy occurring during the first 6 months will however be covered;
8. claims except at the usual, customary and reasonable level or charges for such services or claims that are not medically necessary.

#### **SPECIAL NOTE**

In the event of an Insured dying, incurring medical expenses in excess of US \$ 500, being involved in an accident, or being admitted to hospital, SPECIALTY ASSISTANCE must be advised immediately and liability shall only attach for expenses agreed by them. Failure to notify SPECIALTY ASSISTANCE will prejudice the Company's rights and will result in the Company's nonacceptance of liability of such claims.

#### **SECTION C-HOSPITAL BENEFIT**

##### **What You Are Covered For**

The Company will pay the Insured the amount shown in the Schedule of Cover for which the Insured is an in-patient in a hospital, as a direct result of an accidental injury or illness which is covered under Section B.

#### **SECTION D-LOSS OF CHECKED BAGGAGE**

##### **What You Are Covered For**

The Company will pay up to the amount shown in the Schedule of Cover in the event of the Insured Person suffering a total loss of Baggage that has been checked by an International Airline for an International Flight, The Company reserve the right to replace or pay the intrinsic value of any lost article.

##### **What You Are Not Covered For**

The Company shall not be responsible for:

1. partial loss or damage to checked in baggage. However, total loss or damage of an individual unit (s) of baggage shall not be considered as falling within this exclusion;
2. items valued in excess of US \$ 100 without proof of ownership. Such proof shall be presented when submitting your claim;
3. claims for valuables in "checked-in" baggage;
4. claims arising from delay, detention, seizure or confiscation by Customs or other officials;

##### **Specific conditions applicable to Section D:**

1. The amount payable in respect of any one article, pair or set is limited to the amount stated in the Schedule.
2. In the event of loss of property whilst in the custody of an airline, a Property Irregularity Report (PIR) must be obtained from the airline immediately upon discovering the loss which must be presented to when submitting your claim.

#### **SECTION E-DELAY OF CHECKED BAGGAGE**

##### **What You Are Covered For**

The Company will reimburse the Insured for the cost of purchase of essential items, up to the maximum as shown in the Schedule of cover should baggage be delayed in transit on the outward journey for more than 12 hours. Payment made under this heading will be set against the amount of any claim arising if the baggage is permanently lost. The Insured must supply receipts for the items purchased and confirmation from the Carrier of the length of and reasons for the delay.

##### **What You Are Not Covered For**

The Company shall not be responsible for:

1. any claims where a non-delivery certificate has not been obtained immediately from the airline. Such proof of delay must be submitted in the event of a claim under this section.
2. any claims unless the Insured Person can provide proof of purchase for all emergency items reimbursed under this section.
3. claims arising from delay, detention, seizure or confiscation by Customs or other officials;

##### **Specific condition:**

Any payment made under Section D shall be offset against any claim ultimately payable under Section E.

#### **SECTION F-LOSS OF PASSPORT**

##### **What You Are Covered For**

The Company shall be responsible for the reimbursement of actual expenses up to the limit of cover shown in the Schedule which are necessarily and reasonably incurred by the Insured Person in connection with obtaining permits to travel in the event that the Insured Person loses their passport.

##### **What You Are Not Covered For**

The Company shall not be responsible for:

1. loss or damage to passport due to delay of from 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;
4. the excess amount as stated in the schedule. The excess shall apply to each insured event and shall be paid by the Insured Person;
5. reimbursement of expenses unless a valid receipt is obtained and presented when submitting your claim.

#### **SECTION G-PERSONAL LIABILITY**

##### **What You Are Covered For**

The Company will indemnify the Insured up to the amount as shown in the Schedule of Cover for the legal liability of the Insured for accidental injury to third parties and/or accidental damage to their property. This cover is applicable only in respect of liability under the law of the country in which the event giving rise to the claim occurred, or under English Law.

##### **What You Are Not Covered For**

The Company shall not be responsible for:

1. the excess for each claim for damage to property for each separate incident as shown in the Schedule of Cover;
2. claims arising directly or indirectly from, happening through or in consequence of;
  - (i) employer's liability, contractual liability, or liability to a member of the Insured's family or travelling companion;
  - (ii) animals belonging to or in the care, custody or control of the insured;
  - (iii) willful, malicious or unlawful acts or the use of firearms;
  - (iv) the pursuit of trade, business or profession;
  - (v) ownership or occupation of land or buildings; or
  - (vi) the influence of intoxicating liquor or drugs;
3. claims arising directly or indirectly from happening through or in consequence of ownership, possession or use of any vehicle, automobile, aircraft, watercraft or any mechanically propelled conveyance;
4. claims for legal fees and costs resulting from any criminal proceedings.

##### **SPECIAL NOTE**

No liability shall be admitted and no admission, arrangement, offer, promise or payment shall be made by the Insured without the written consent of the Company, who shall be entitled, if they so desire to take over and conduct in the name of the Insured, their defence of any claim or to prosecute for their own benefit any claims for indemnity, damages or otherwise against any third party. The Company shall have full discretion in the conduct of any negotiations, proceeding or the settlement of any claims and the Insured shall wherever possible, give all such information and assistance as the Company may require.

#### **SECTION H-TRAVEL DELAY (AIR ONLY)**

In the event of a delay of the Insureds planned first outward flight trip from Nepal, the Insurer will indemnify the Insured after the first full 12 hour period of delay, up to the maximum amount shown in the Schedule of Benefits, provided always that the



Insured shall have obtained from the carrier a statement confirming the length of the period and exact nature of the delay.

#### **What You Are Not Covered For**

The insurer will not be responsible for:

1. Delay resulting from confiscation or detention by customs or other officials.
2. Claims arising from delay caused by strike if strike or industrial action was notified at the time the insurance was purchased.

#### **SECTION I-HI-JACK**

#### **What you are Covered For**

The Insurers shall pay to the Insured the amount stated in the Schedule of Benefits for each and every complete 24 hours in the event of the hi-jacking or any unlawful seizure or wrongful exercise of control of the aircraft or crew of the aircraft on which the Insured is travelling.

The Insured shall obtain written confirmation from the carrier of the period of hijacking.

#### **EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THE INSURANCE**

The Company shall not be responsible for claims arising:

1. directly or indirectly by, happening through or in consequence of war, invasion, terrorism, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation, or requisition or destruction of, or damage to property by or on the order of any Government, Public or Local Authority except as specifically provided herein to contrary;
2. from loss or destruction of, or damage to any property whatsoever, or any loss or expenses whatsoever resulting in or arising therefrom, or any consequential loss of any legal liability of whatsoever nature, directly or indirectly caused by or contributed to, or arising from:
  - (a) ionising 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;
3. from Acquired Immune Deficiency Syndrome (AIDS) or AIDS related complex and/or any illness arising as complications from these conditions;
4. from the Insured engaging in any illegal or criminal act;
5. from any consequential loss whatsoever. Claims shall only be paid for those losses which are specifically stated under the terms of this insurance;
6. directly or indirectly out of financial incapacity of the Insured;
7. which but for the existence of this insurance, would be covered under any other insurance policy(ies), including any amounts recovered by the insured from private health insurance, any reciprocal health agreements, airlines, hotels, home contents the Company or any other recovery by the Insured which is the basis of a claim;
8. from the Carrier or any other company, firm or person either becoming insolvent, or being unable or unwilling to fulfil any part of their obligation of the policy;
9. any activity that requires a degree of skill or involves a greater risk including but not limited to all Wintersports (other than snow ski-ing when an additional premium is paid), racing (other than on foot), mountaineering with the use of ropes, pot-holing, caving, hanggliding, micro-lighting, paragliding, parachuting, bungee-jumping, diving with the use of breathing apparatus, go-karting, motor racing or motor-cycling above 50 cc;
10. from suicide or attempted suicide or willful exposure to danger (except in an attempt to save human life), mental disorder, stress or depression, venereal infection or the influence of or in connection with the use of alcohol or unless as prescribed by a treating doctor;

11. from an Insured being in or entering or descending from an aircraft other than a fully licensed passenger carrying aircraft in which an insured is travelling as a passenger and not for the purpose of undertaking any trade or technical operation therein or thereof;
12. from the Insured's exposure to a peril. The Insured must exercise reasonable care to prevent illness, injury or loss or damage of his property as if uninsured;
13. directly or indirectly from the insured being engaged in any manual employment after the commencement of the trip;
14. which have not been conclusively proven and the amount thereof substantiated.
15. as a result of any loss, damage, expense or liability or whatsoever nature which might otherwise be recoverable under this insurance arising out of or in anyway connected with whether directly or indirectly, the use or operation of any computer, computer system, computer software, programme or any electronic system where any such loss, damage expenses or liability arises, whether directly or indirectly as a consequence of:
  - (i) the date change to the year 2000 or any other date change and/or;
  - (ii) any change or modification of or any such computer, computer system, computer software, programme or process or any electronic system in relation to any such date.

#### **CONDITIONS APPLICABLE TO ALL SECTIONS OF THE INSURANCE**

1. All certificates, information and evidence required by the Company shall be provided at the expense of the Insured. The Insured shall when required submit to a medical examination on behalf of the Company at the Insured's expenses. In the event of death of the Insured, the Company may require a postmortem examination. Any items for which a claim is made for loss or damages shall be retained for the Company's inspection if required at the expense of the Insured. All such items shall become the property of the Company following final settlement of the claim.
2. In the event of any occurrence which may give rise to a claim under this insurance, the Insured shall take all reasonable steps to minimise any loss arising out of such claim.
3. This insurance is non-transferable. Should the journey or holiday be cancelled prior to departure for any reason whatsoever other than those set out in Section D of the policy then the insurance cover terminates immediately and the premium is neither apportionable nor refundable.
4. The Company may at their own expense take proceedings in the name of the insured to recover compensation or secure an indemnity from any third party in respect of any loss or damage covered by this insurance and any amount so recovered shall belong to the Company.
5. If any fraudulent claim is made or if any fraudulent means or devices are used to obtain any benefit under this policy, all benefits thereunder shall be forfeited as well as all premiums paid.

In the event that the Insured experiences a problem with the policy or the claims process, the Insured may contact the offices of the Company:

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