



PRIME INSURANCE COMPANY LIMITED

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

OVERSEAS MEDICLAIM POLICY FOR BUSINESS & HOLIDAYS (B & H) TOUR

WHEREAS the Insured Person designated in the Overseas Medclaim Identification and Schedule hereto having by a proposal and declaration (including Medical History) which shall be the basis of the contract and shall be deemed to be incorporated therein, applied to Prime Insurance 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 Overseas Medclaim Identification and Schedule.

Now this policy provides as follows:

DEFINITIONS:

The following definitions apply throughout this insurance:

INSURED PERSON is that person named in the Overseas Medclaim Identification and Schedule, of whom the appropriate premium has been paid.

IMR is the **INTERNATIONAL MEDICAL RESCUE (IMR)** with mailing Address at 34, The Mall, Bromley, Kent, BRI ITS, United kingdom, Tel No. 0040 20 8466 4200, Fax No. 0044 20 8466 4240, E-mail: t.charles@imr-assistance.co.uk. Van Ameyde UK Ltd. is the Third Party Administrator of IMR with mailing address at 34, The Mall, Bromley, Kent, BR1 1TS, United Kingdom, Tel No. +44 20 8315 0700, Fax No. +44 20 8460 1713, E-mail: enquiries@vanameyde.co.uk, Website: www.vanameyde.com while Intana Global. is the Claims Handling Agent of IMR with mailing address at Sussex House, Perry Mount Road, Haywards Heath, West Sussex RH 16 1DN. UK. Telephone: +44 (0) 207 902 7405, E-mail: ops@intana-global.com.

PROGRAM MEDICAL ADVISORS are individuals appointed by Van Ameyde UK Ltd./ Intana Global.

PHYSICIAN means a person legally qualified to practice in medicine or surgery including other legally qualified medical practitioners duly licensed by their respective jurisdiction, which person is not a member of the Insured Person's family.

MEDICAL RELATED EXPENSES REASONABLY AND NECESSARILY INCURRED, means expenses that in the opinion of the treating physician and Van Ameyde UK Ltd./ Intana Global. are medically necessary in order to maintain life and/ or relieve immediate pain or distress.

PERIOD OF INSURANCE

This insurance is valid from the First Day of Insurance for the number of days specified in Overseas Medclaim Identification and Schedule, but ceases on his/ her return to Bangladesh.

This insurance is automatically extended for a period of 45 days for treatment of covered illness or accident if during such treatment the policy cover expires and the Insured Person is medically incapable of returning home.

Extension of the period of Insurance is automatic for a period not exceeding seven days, and without extra charges if necessitated by delay of public transport services beyond the control of the Insured Person.

MEDICAL EXPENSES COVER:

(a) **For Schengen Countries:** Insurance will pay up to the limit of cover shown on the Overseas Medclaim Identification and Schedule in total for the Insured person. **No Deductible applies** per person accident or illness, in respect of the following medical related expenses, reasonably and necessarily incurred outside the People's Republic of Bangladesh by the Insured Person as a result of the Insured Person suffering bodily injury, sickness, disease or death during the Period of Insurance.

(b) **For Non-Schengen Countries:** Insurance will pay up to the limit of cover shown on the Overseas Medclaim Identification and Schedule in total for the Insured person and subject to deductible stated in the Overseas Medclaim Identification and Schedule, which deductible applies per accident or illness, in respect of the following medical related expenses, reasonably and necessarily incurred outside the People's Republic of Bangladesh by the Insured Person as a result of the Insured Person suffering bodily injury, sickness, disease or death during the Period of Insurance.

Notwithstanding the above, if Van Ameyde UK Ltd./ Intana Global. recommends that continued treatment in Bangladesh is appropriate the policy is extended to cover medical expenses incurred in Bangladesh as specified in Covered Expenses herein.

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 days period immediately following the first manifestation of the bodily injury, sickness or disease and the Insured Person had to return earlier than the expiry date of the trip.

COVERED EXPENSES

1. Expenses for physician service, hospital physician and medical services and local emergency medical transportation.
2. (a) **For Schengen Countries:** Up to US \$500 or Euro equivalent per occurrence for dental services for immediate relief of dental pain only. However, dental care rendered necessary as a result of a covered accident shall be subject to the limit of cover stated in the Overseas Medclaim Identification and Schedule. **No deductible applies.**
(b) **For Non-Schengen Countries:** Up to US \$500 or Euro equivalent per occurrence for dental services for immediate relief of dental pain only. However, dental care rendered necessary as a result of a covered accident shall be subject to the limit of cover stated in the Overseas Medclaim Identification and Schedule and deductible stated in the Overseas Medclaim Identification and Schedule.
3. 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 Program Medical Advisors. In dire emergencies in a remote area where **Van Ameyde UK Ltd./ Intana Global.** cannot be contacted, the medical evacuation must be reported to the first available physician and to the nearest Bangladesh Consulate.
4. Expenses for medical evacuation including transportation and medical care en route to a hospital or the Insured Person's normal place of residence in the People's Republic of Bangladesh when deemed medically advisable by the Program Medical Advisor and the attending physician.
5. If the Insured Person dies outside the People's Republic of Bangladesh, the expenses for preparing the air transportation of the remains for repatriation to the People's Republic of Bangladesh or up to an equivalent amount for a local burial or cremation in the country where death occurred. All expenses must be approved by **Van Ameyde UK Ltd./ Intana Global.** before the remains are prepared for transportation to the People's Republic of Bangladesh or for local burial or cremation.

EXCLUSIONS

- No claim will be paid in respect of a medical condition that was known by the Insured Person to exist and/ or had been treated in one year immediately preceding the effective date of this coverage.
- No claim will be paid where the Insured Person:
 - a) is travelling against the advice of a physician; or
 - b) is on a waiting list for specified medical treatment declared in the Physician's Report and Certificate; or
 - c) is travelling for the purpose of obtaining medical treatment; or
 - d) has received a terminal prognosis for a medical condition.
- No claim will be paid in respect of expenses for treatment which could reasonably be delayed until the Insured Person's return to the People's Republic of Bangladesh. The question of what can or cannot be reasonably delayed will be decided jointly by the treating physician and the Program Medical Advisor.
- No claim will be paid where the expenses are less than the Deductible stated in the Overseas Medclaim Identification and schedule. The Deductible shall apply to each insured event and shall be borne by the Insured Person. **This Condition is applicable only for Non-Schengen countries and not for Schengen countries.**
- No claim in respect of cosmetic surgery will be paid, unless such cosmetic surgery is rendered necessary as a result of a covered accident.
- No claim will be paid arising as a result of Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.
- No claim will be paid arising from suicide, attempted suicide, wilful self-inflicted injury, venereal disease or the abuse of drugs or alcoholic drinks.
- No claim will be paid in respect of routine physical examinations or any other examination where there is no objective indication of impairment of normal health.
- No claim will be paid in respect of medical treatment and related services obtained within the People's Republic of Bangladesh.
- No claim will be paid arising from the Insured Person taking part in naval, military or airforce operations.
- No claim will be paid arising from war, invasion or civil war.
- 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) ionising radiation or contamination by radioactivity 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.
- No claim will be paid arising from Aviation unless the Insured Person flies as passenger in an aircraft properly licensed to carry passengers.
- No claim will be paid arising from participation in mountaineering (where ropes or guides are customarily used), riding or driving in races or rallies, pot holing, skin diving or other underwater activity. In addition any other hazardous or potentially dangerous sport for which the Insured is either untrained, not physically fit or uses improper equipment.
- No claim will be paid arising from participating in professional Sports or Sports of any kind.

- Insurers are not liable to pay under this insurance any amount covered under any occupational benefit plan, other health insurance, national health insurance scheme or public assistance programme or any other insurance covering the same interest. In the event that Insurers make payment on behalf of, or to, an Insured Person of amounts covered under any other such assistance or insurance scheme, the Insured Person agrees to assign to Insurers any right of recovery under such scheme(s).
- This Insurance will not cover pregnancy, including resulting childbirth, miscarriage, abortion or complication of any of these.
- The Policy does not provide cover in respect of EBOLA/ZICA.
- **APPLICABLE IN RESPECT OF CHILDREN AGED 5 YEARS AND UNDER:**
This policy excludes cover for treatment relating to “Mumps, Chicken Pox, Measles, German Measles, Spina Bifida, Whooping Cough, Diphtheria, Poliomyelitis, Meningitis and Scarlet Fever” and for consequences attributed thereto, accelerate thereby or arising therefrom.

JHA War, Terrorism and Mass Destruction Exclusion

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance excludes any loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss or expense;

1. War, hostilities or warlike operations (whether war be declared or not)
2. Invasion
3. Act of an enemy foreign to the nationality of the insured person or the country in or over which the act occurs,
4. Civil War
5. Riot
6. Rebellion
7. Insurrection
8. Revolution
9. Overthrow of the legally constituted Government,
10. Civil commotion assuming the proportions of or amounting to an uprising.
11. Military or usurped power
12. Explosions of war weapons
13. Utilization of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined
14. Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state, foreign to the nationality of the insured whether war be declared with that state or not
15. Terrorist activity

For the purpose of this exclusion

- i) Terrorist activity means an act, or acts, or any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not to be limited to, the actual use of force or violence and/or the threat of such use, Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organization(s) or government (s).
- ii) Utilization of Nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.
- iii) Utilization of Chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.
- iv) Utilization of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

Also excluded hereon is any loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any action taken in controlling, preventing, or suppressing any, or all, of (1) to (15) above.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

CONDITIONS

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

1. It is a condition precedent to liability hereunder that in the event that an Insured Person suffers serious illness or injury or is in any event to be hospitalised the Insured Person or his representative must contact Van Ameyde UK Ltd./ Intana Global. immediately for emergency assistance or advice and consultation. The Insured Person or his representative should quote to Van Ameyde UK Ltd./ Intana Global. as much information concerning the illness or accident 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.
2. Medical, dental and transportation related claims will not be paid except at the usual customary and reasonable level of charges for such services.
3. All medical evacuation or transportation of mortal remains must be approved in advance by Van Ameyde UK Ltd./ Intana Global. and their Program Medical Advisors. In dire emergencies in remote or primitive areas where the Program Medical Advisor cannot be contacted the medical evacuation must be reported to the first available physician and to the nearest Bangladesh Consulate.
4. 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.
5. The Insurers may require the Insured Person to furnish at his own expense all certificates, information, proofs or other evidence of claims. The Insurers, if required, may approach insured's physician for any specific query who has treated the insured earlier..
6. The legal representative of an Insured Person shall have the right to act for an Insured Person who is incapacitated or deceased.
7. This insurance does not operate beyond a period of 180 days continuous absence from the People's Republic of Bangladesh unless specifically agreed.
8. This policy and the Overseas Medclaim 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 Overseas Medclaim Identification and Schedule shall bear such specific meaning wherever it may appear.
9. **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. This Insurance contains the following Dispute Resolution Clause, which is a material part of this Insurance:-
 - a) **Nature of Coverage:** This policy is not a general health insurance policy. It is intended only for use of Insured Person in the event of a sudden and unexpected sickness or accident arising when the Insured is outside the People's Republic of Bangladesh.
 - 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.
 - c) **Pre-Existing Condition:** Any sickness for which Insured Person had taken medical treatment in the preceding 12 months prior to the commencement of travel.
10. **CHOICE OF LAW:** The parties to this Insurance Policy expressly agree that laws of the People's Republic of Bangladesh shall govern the validity, construction, interpretation and effect of this Policy.
11. **ARBITRATION:** If any difference arises as to the amount to be paid under this policy (liability being otherwise admitted), such difference shall be referred to the decision of an arbitrator, to be appointed in writing by the parties in difference or if they can not agree upon a single arbitrator, to the decision of two arbitrators, one to be appointed in writing by each of the parties, within one calendar month after having been required in writing so to do by either of the parties, or in case the arbitrators do not agree an umpire to be appointed in writing by the arbitrators before the latter enter upon the reference. The umpire shall sit with the arbitrators and preside at their meetings. The making of an award shall be a condition precedent to any right of action against the Insurers.
12. (i) **COVER AVAILABLE FOR SCHENGEN COUNTRIES:** Limit of cover for visiting Schengen countries is Euro 30,000 for both accident and illness subject to (a) Satisfactory proposal (b) Full unlimited pre-existing excludes.

(ii) **COVER FOR NON-SCHENGEN COUNTRIES** : As per policy Identification and Schedule.

IN WITNESS WHEREOF the undersigned being duly authorised by and on behalf of the Corporation/ Company has hereto set his/her hand.

Place: Dhaka

For and on behalf of
Prime Insurance Company Limited