

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 Overseas Service Provider (OSP) for servicing of Overseas Mediclaim 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 I of Section II** should be submitted to **Mr. Rahul Duggal, Chief Manager, The Oriental Insurance Company Limited, Head Office Unit, 88, Janpath, 1st floor, New Delhi – 110001.**
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 Mediclaim Policies (OMP) issued by any of the **above four PSGICs.**
 - 5.3 Addressee and Address at which Tenders should be submitted:
Mr. Rahul Duggal, Chief Manager, The Oriental Insurance Co. Ltd., Head Office Unit, 88, Janpath, 1st floor, New Delhi – 110001.
 - 5.4 Last date and time for receipt of tender is: **12th March, 2012 by 11.00 a.m.**
 - 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	12.03.2012 3.00 p.m.	The Oriental Insurance Company Limited, Head Office Unit, 88, Janpath, 1 st floor, New Delhi – 110001.
2	Technical	12.03.2012 4.00 p.m.	The Oriental Insurance Company Limited, Head Office Unit, 88, Janpath, 1 st floor, New Delhi – 110001.
3	Commercial Bids of Technically Qualified Bidders	22.03.2012 02.30 p.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 I 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; and 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 (2012) – DO NOT OPEN BEFORE 12th March, 2012”.

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 Goods / 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 Mr. Rahul Duggal, Chief Manager, **The Oriental Insurance Company Limited, Head Office Unit, 88, Janpath, 1st floor, New Delhi – 110001.** at rahulduggal@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.com, 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.

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 Authorised 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 24 of Section II** and furnishing the performance security, pursuant to **Clause 28.1 of Section II**.
- 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 27 of Section II** or
 - (ii) To furnish “performance security” in accordance with **Clause 28.1 of Section II**.

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 made in writing (or by fax). 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 2,00,000 Policies relating to Overseas Mediclaim and/or Travel Policies during the last three financial years 2008-09, 2009- 10 & 2010-11.
- (c) The OSP should also have settled annually at least 5,000 claims pertaining to Overseas Mediclaim and / or Travel Policies during the last three financial years 2008-09, 2009- 10 & 2010-11.
- (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 IRDA 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 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, 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 S.ction 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	12.03.2012 3.00 p.m.	The Oriental Insurance Company Limited, Head Office Unit, 88, Janpath, 1 st floor, New Delhi - 110001
2	Technical	12.03.2012 4.00 p.m.	- do -
3	Commercial Bids of Technically Qualified Bidders	22.3.2012 11.00 a.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 desires, 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. **Post Qualification**

23.1 In addition to the pre-qualification, the Purchaser will determine to his satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive Bid is qualified to satisfactorily perform the Contract. The decision of the Purchaser will be final.

23.2 The "determination" will take into account the Bidder's financial, technical, support capabilities and track record. 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 An affirmative determination will be a pre-requisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event; the Purchaser will proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

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**

28.1 Within 7 days of the receipt of notification of award from the Purchaser, the successful Bidder shall, in accordance with the conditions of Contract, furnish the performance security equal to 10% of the value of the Contract price or **Rs.20,00,000/- (Rupees twenty lacs only)** whichever is higher, in favour of each PSGICs, in the form of a Bank Guarantee valid for the period of the Contract.

28.2 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 other successful Bidder or call for new Bids.

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.

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 of information enumerated in Clause 3 of Section II except for purpose of performing the Contract.
- 3.3 Any document, other than the Contract itself, enumerated in Clause 3 of Section II shall remain the property of the Purchaser.

4. Performance Security

Within 7 days of the receipt of notification of award from the Purchaser, the successful Bidder shall, in accordance with the conditions of Contract, furnish the performance security equal to 10% of the value of the Contract price or **Rs.20,00,000/- (Rupees twenty lacs only)** whichever is higher, in favour of each of the PSGICs, in the form of a Bank Guarantee valid for the period of the Contract.

5. Currency of Payment

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

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 6 of Section III*.

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 embargos.**

- 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 otherwise 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 otherwise 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

The Contract shall be interpreted in accordance with the Indian Laws.

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 Medclaim Policies as per copy of the Policy enclosed and its variants.

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 Medclaim and for Travel policies.
- b. The OSP should have annually serviced at least 2,00,000 Policies relating to Overseas Medclaim and /or Travel Policies during the last three financial years 2008-09, 2009-10 & 2010 - 11.
- c. The OSP should also have settled annually at least 5,000 claims pertaining to Overseas Medclaim and / or Travel Policies during the last three financial years 2008-09, 2009-10 & 2010-11.
- 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 IRDA 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 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, 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) and (c) above should be duly certified by the CEO/CFO/Company Secretary /Auditors

3. **Technical Bid**

The qualifying Bids shall be evaluated on following “technical parameters”. The Bids which qualify on the minimum criteria decided by the “Bid Evaluation Committee” shall be eligible for opening of Commercial Bid.

A. **Network of Offices**

- (a) Number of offices owned by the bidder separately in US/Canada, Europe, Asia & other countries
- (b) Number of tie-up offices of the bidder separately in US/Canada, 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
 - (iv) On-line Grievance Redressal Mechanism

Note: Also provide website address(s)

- B. Details of Claim Settled (last 3 years – year-wise)**
- (a) Number of Health Insurance Claims serviced during the ‘financial years’ 2008-09, 2009-10 & 2010-11 in US / Canada and Other countries
 - (b) Average time taken to settle the claim;
 - (c) Brief write-up of the procedure being followed from the time of reporting the claim and upto settlement of the claim;
- 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 (2008-09, 2009-10 & 2010-11).
- D. References**
- References from atleast 3 reputed insurers alongwith details like Name, Address, Telephone & Fax Numbers and email address of the contact person.
- 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, 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.
- F. Network of ‘Hospitals’ and ‘Discounts’**
- (a) Number of Hospitals having tie up arrangements with the bidder in US/Canada & Other countries
 - (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.
 - (c) Brief write-up on the Cost containment procedures adopted by the Bidder.

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 as percentage of total amount billed by the Hospital net of all cost / expenses in US/Canada. Committed Discount should be quoted only as percentage to billed amount and not as range of discounts.

(.....Percentage of billed amount in US/Canada)

3. We provide annual bonus for restricting the incurred claim ratio (claims paid + [claim outstanding at end of year – claims outstanding at beginning of year]) and Claim outstanding would be [inclusive of IBNR (*incurred but not Reported*) and IBNER (*incurred but not enough reported*). The calculations of bonus would be series-wise as per scale detailed below:

Incurred Claim Ratio achieved	Bonus % over and above rate quoted
Between 60% and 50%	2% of premium as bonus on entire premium serviced
Between 50% and 40% ICR	3% of premium as bonus on entire premium serviced
Below 40%	4% of premium as bonus on entire premium serviced.

Bonus would be released annually based on audited results of the service provider. The bonus would be calculated separately for each of the 04 PSGICs.

4. The trends in premium collections, no. of policies issued and number of claims reported for the companies for the last 2 years have been already mentioned in Notice inviting Tender document. These figures are approximate figures and the Purchaser would not be held responsible for deviations.

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)

5. A weightage of 60% shall be given to ‘Commercial Bid’ and 40% to the ‘Technical Bid’.

**FUNCTIONS OF THE OVERSEAS SERVICE PROVIDER AND IT'S INDIAN CO-ORDINATOR /
CLAIM SETTTLING AGENT UNDER OVERSEAS MEDICLAIM POLICIES**

Functions
<p>General</p> <ol style="list-style-type: none"> 1. To render assistance to Insureds traveling abroad as and when required. <ol style="list-style-type: none"> (i) to provide assistance to the Insured on 24 hour, 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 administration of claims.
<p>Underwriting</p> <ol style="list-style-type: none"> 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.
<p>Claims</p> <ol style="list-style-type: none"> 8. To guide the clients in completing claim documentation. 9. To process and scrutinize 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 from funds provided by the four insurance companies. 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. 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. 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.
<p>Reporting and Statistics</p> <ol style="list-style-type: none"> 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

..... **Insurance Company Limited**

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 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 :

INSURED PERSON is that person named in the Overseas Mediclaim Policy Schedule, for whom the appropriate premium has been paid.

OSP is OSP International who provides emergency assistance and claims administration services.

MEDICAL ADVISORS are medical Practitioners appointed by ‘OSP’.

PHYSICIAN means a person legally qualified to practice in medicine or surgery including other legally qualified medical practitioner 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 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.

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.

LOSS OF EYE means the total and irrecoverable loss of sight from one or more eyes.

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.

CHECKED IN BAGGAGE means the baggage handed over by the Insured Person and accepted by an International Airlines / carrier outside India for transportation in the same mode of conveyance as the Insured Person travels and for which the carrier has issued a baggage receipt.

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.

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 45 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.

GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS

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

1. (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) Partial refund in premium is permitted on trip band basis provided cover is for a minimum period of 60 days and unexpired period is not less than 14 days subject to there being no claim under the policy.

2. 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, that 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 minor 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 31 days after the end of an insured trip.

3. 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.
4. 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, and the Insured Person must co-operate in this respect.
5. No person shall admit liability or make any offer or promise of payment without the express written consent of the Insurers / OSP.
6. 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.
7. 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.
8. This insurance does not operate beyond a period of 180 days continuous absence from the Republic of India unless specifically agreed by Insurers.
9. This policy and the Overseas Medclaim 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 Medclaim Policy and Schedule shall bear such specific meaning wherever it may appear.
10. **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.
 - 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 10 (c).
 - 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 General Condition number 2.
 - 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.

11. **Arbitration :** Any claim, controversy or dispute of any kind or nature arising out of or relating to this Contract of Insurance 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 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 or any dispute or controversy arising out of this condition precedent to any legal or equitable action or proceeding of any nature.

12. Any claim under this policy that is fraudulent, or if fraudulent means are used to secure payment of benefits under this policy, then such action shall render this policy null and void and all claims hereunder shall be forfeited.

13. No sum payable under this policy shall carry interest.

14. In the event of the Insured Person's death, Insurers shall have the right to carry out a post mortem at their expenses.

15. Any claim which has not been conclusively proven and the amount thereof substantiated shall not be payable.

GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

1. No claim will be paid where the Insured Person :
 - a. is traveling 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 traveling for the purpose of obtaining treatment; or
 - d. has received a terminal prognosis for a medical condition.
2. No claim will be paid arising from suicide attempted suicide or willfully self inflicted injury or illness, mental disorder, anxiety, stress or depression, venereal disease, alcoholism, drunkenness or the abuse of the drugs, or any loss arising directly or indirectly from any injury, illness, death, loss, expenses, or other liability attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variation thereof however caused.
3. No claim will be paid arising from the insured person taking part in Naval, Military or Air force operations.
4. No claim will be paid arising from War, invasion, acts of foreign enemy, hostilities (Whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition of or destruction of or damage to property by or under the order of any government or local authority.
5. 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 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.
6. No claim will be paid which arises from the Insured person engaging in Air Travel 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.
7. No claim will be paid arising from the participation of the Insured person in winter sports, 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 hazardous sports. The claim is neither payable if arises from participation in potentially dangerous sports for which the Insured Person is either untrained, or physically unfit or using improper equipment.
8. No claim will be paid for losses arising from accidents on two wheeled motorized vehicles unless at the time of the accident the driver is dully qualified, is in possession of a current full International driving license and the insured person is wearing a safety crash helmet, or losses arising from accidents on two wheeled motorized vehicles over 50 cc.
9. No claims will be paid for losses arising directly or indirectly from manual work or hazardous occupation, self exposure to needless peril (except in an attempt to save human life), or if engaging in any criminal or illegal act.

SECTION A – MEDICAL EXPENSES AND REPATRIATION

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 in respect of covered medical related expenses mentioned below, reasonably and necessarily incurred outside the Republic of India by the Insured Person suffering bodily injury, sickness, disease or death 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, hospital and medical services and local emergency medical transportation.
2. Up to US \$ 225 per occurrence for **dental services for the 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 and deductible stated in the policy 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 Medical Advisors. 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.
4. 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.
5. 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.

SPECIFIC CONDITIONS - (applicable to Section – A 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. The insurance will not cover pregnancy of the Insured Person including resulting childbirth, miscarriage, abortion or complication of any of these.
9. 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.
10. This policy is not a general health insurance policy. Coverage under this section 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.

SECTION B – PERSONAL ACCIDENT

This insurance will pay as hereinafter mentioned :

1. 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, the capital Sum Insured mentioned against Personal Accident in the Schedule of this policy, 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

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 16 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.

SECTION C-LOSS OF CHECKED IN BAGGAGE

(Not applicable under Plan K)

This insurance will pay up to the limit of cover shown in the Schedule in the event of the Insured Person suffering total loss of Checked in Baggage, 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. 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.
3. 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.
4. No claim will be paid for items valued in excess of US \$ 100 without proof of ownership. Such proof shall be presented to OSP in the event of a claim hereunder.
5. 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 in baggage.
6. Any recovery from a carrier or an airline including under the terms of the Warsaw Convention, shall become the property of insurers.

SECTION D – DELAY OF CHECKED IN BAGGAGE

(Not applicable under Plan K)

This insurance will pay up to the limit of cover shown in the Schedule for necessary emergency purchase of replacement items 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 in by an International Airline for an International outbound flight from 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.
3. Any payment under section D shall be offset against any claim ultimately payable under section C.

SECTION E – LOSS OF PASSPORT

(Not applicable under Plan K)

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 or duplicate / fresh Passport 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 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.

SECTION F – PERSONAL LIABILITY

(Not applicable under Plan K)

This insurance will pay up to the limit of cover shown in the Schedule if the Insured Person in his or her private capacity becomes legally liable to pay for accidental bodily injury to Third Parties or accidental damage to Third Party Properties, arising from an incident during the covered trip.

Specific Conditions :

1. No claims 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. However, the deductible shall only apply to claims in respect of Third Party Property Damage.
2. No claims shall be paid arising from Employers or Contractual Liability.
3. No claims shall be paid arising from liability to any members of the Insured Person's family, traveling companion, friend or colleague.
4. No claims shall be paid for any liability arising directly or indirectly from or due to:
 - a. animals belonging to the Insured Person or in their care, custody or control ;
 - b. any willful, malicious or unlawful act;
 - c. pursuit of a trade, business or profession, employment or occupation;
 - d. ownership, possession or use of vehicles, aircraft, watercraft, parachuting, hand gliding, hot air ballooning or use of firearms;
 - e. legal costs of any proceedings that result from any criminal or illegal act;
 - f. insanity, the use of any alcohol, drugs, (except as medically prescribed) or drug addiction;
 - g. the supply of goods or services;
 - h. any form of ownership or occupation of land or building (other than occupation only of any temporary residence.)

IMPORTANT NOTICE

In case of situations requiring assistance, please contact:-

OSP – Europe	OSP – America	OSP – Asia Pacific
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