

# SHIKHAR INSURANCE COMPANY LTD.

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## Group Medical Expenses Insurance Policy

**WHEREAS** the Insured by a Proposal and declaration which together with the Health statement made by the Life Assured shall be basis of this contract and is deemed to be incorporated herein has applied to **Shikhar Insurance Company Limited** (hereinafter called the "Company") for the insurance hereinafter contained and has paid or agreed to pay the premium as consideration for such insurance.

**NOW THIS POLICY WITNESSETH** that if during the period of insurance any Life Assured shall undergo medical and or surgical treatment due to accidental bodily injury or sickness falling to be borne by the Insured the Company will subject to the due observance and fulfilment of the provisos, exclusions and conditions contained herein or endorsed hereon pay to the Insured the amount of all such expenses as are actually reasonably and necessarily incurred by or on behalf of such Life Assured in respect thereof upto but not exceeding the amounts stated in the Table of Benefits specified in the Schedule

### **PROVIDED ALWAYS THAT**

1. the maximum amount of liability in respect of any one accident or sickness for any one Life Assured in any one year of insurance is limited to the amount specified in the Schedule under the Table of Benefits.
2. recurrent attacks or symptoms arising out of the same condition shall be considered as one accident or one sickness as the case may be.
3. surgical operation shall mean a cutting operation (not any lancing operations or injections) or any operation involving the reducing of fractures and or treatment of dislocations performed by a qualified and registered medical practitioner and necessitating the administration of anaesthetics.
4. no benefits shall become payable until the total amount shall have been ascertained and agreed.
5. the Life Assured shall take reasonable precautions to prevent accidental bodily injury or sickness. The Insured also shall comply with all statutory obligations relating to such Life Assured.
6. benefits payable under this Policy will be paid only upon receipt of due written proof of such expenses having been incurred. Both the Life Assured and Insured shall furnish such medical and/or other evidence as may be reasonably required by the Company. Any such medical evidence is to be furnished at the expenses of the Insured.
7. any sum or sums of money payable by the Company shall be paid to the Insured on behalf of the Life Assured in respect of whom the claim is being made and the receipt of the Insured shall in all respects be an effective discharge to the Company
8. all claims under this Policy shall be payable in Nepalese Currency and shall not carry any Interest
9. life Assured shall mean the Insured's employee(s) below the age of 65 years
10. Any non-surgical treatment upto 1 days stayed in any hospital and/or clinic shall not be treated as hospitalisation treatment.
11. For any treatment outside geographical limit of Nepal, prior permission of Company's Medical Advisor or Registered Medical Practitioner is necessary. However, this benefit is limited to the member countries of South Asian regional organization "SAARC". Treatment in any country other than SAARC country is not covered under this policy.

## EXCLUSIONS

### THIS POLICY DOES NOT COVER

- 1) The first amount of each and every claim admitted under this Policy as described in (D) of the Table of Benefits.
- 2) Any expenses whatsoever incurred by the Life Assured in connection with or in respect of any sickness arising 30 days from the date of his/her inclusion in the Schedule of this Policy and or date of commencement of Insurance. However, this exclusion is not applicable in case of accidental cases and continuous renewal.
- 3) Routine eye tests, optical and/or routine dental treatment, artificial teeth and hearing aid or any kind of surgery of eyes, nose and teeth, unless necessitated by an accident.
- 4) Convalescence, nervous breakdown ( which expression shall also include caused by general debility), common cold, indigestion, migraine, headache, hypertension, silicosis, all kinds of anaemic (unless necessitated due to accident or illness), allergy, vertigo, "run down" condition and general "overhaul" or rest cure congenital defects or anomalies, venereal or Sexually transmitted disease, AIDS or AIDS related complex and/or any illness arising as complications from these conditions, insanity, intentional self injury or Attempted suicide, dissipation or drunkenness the use of intoxicating drugs or liquors, circumcision unless necessary for treatment of a disease not excluded hereunder or any genital disease as a result of an accident strictures change of life alcoholism, vaccination, inoculation, plastic surgery other than as may be necessitated due to an accident and recurring type of diseases like T. B., Ulcer, Diabetes, Cancer, Epilepsy / Scizure Disorder, Paralysis which may need treatment for long period.
- 5) Beauty treatment of any description including the use of Face Wash, Sun's Cream, Powder of any kind etc.
- 6) Any type of liquid vitamins other than as may be necessitated due to an accident.
- 7) Pregnancy and or any condition arising from childbirth, premature childbirth and/or miscarriage and/or abortion.
- 8) Non-surgical treatment of any kind for diseased or enlarged tonsils and or adenoids in the case of a child.
- 9) Expenses incurred in treatment of any disease other than Jaundice based on Ayurved / Homeopathy.
- 10) Any bodily injury or sickness sustained by the Life Assured whilst engaging in aviation or ballooning or whilst mounting into dismounting from or travelling in any balloon or aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft any where in the world hunting, steeple chasing, racing of any kind (other than on foot) rugby, football, polo, mountaineering (necessitating the use of ropes or guides) or winter sports under water pastimes water ski-ing or pot holing.
- 11) Any charges incurred at a Hospital or Nursing Home or Clinic primarily for diagnostic o X' Ray or Laboratory Examinations or other Diagnostic Studies not consistent with and incidental to the diagnosis and treatment of the positive existence or presence of any ailment sickness or injury for which confinement is required at a Hospital Nursing Home or Clinic.
- 12) Any bodily injury or sickness occasioned or contributed to by War invasion act of foreign enemy hostilities (whether war be declared or not) civil war mutiny rebellion revolution insurrection military or usurped power and civil commotion or while the Life Assured is serving as a member of any Defence Police or National Security Force.
- 13) For any treatment outside geographical limit of Nepal, prior permission of Company's Medical Advisor or Registered Medical Practitioner is necessary. However, treatment outside of Nepal is restricted to SAARC Countries.
- 14) Any bodily injury or sickness arising out of Riot, Strike, Malicious Acts, Sabotage and Terrorism.

## CONDITIONS

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

1. Every notice or communication to be given or made under this Policy shall be delivered in writing at the Issuing Office of the Company.
2. The Insured shall advise and assist the Company of all matters which shall come to his knowledge particularly such occurrences which may give rise to a claim.  
Occurrence shall mean any bodily injury to or sickness of the Life Assured necessitating Hospitalisation or Domiciliary treatment.
3. The wilful withholding of any material information from the Company which may be within the knowledge either of the Insured or of the Life Assured shall constitute a breach of the conditions of this Policy and void any claim made hereunder in respect of the Life Assured concerned.
4. No claim under this Policy shall be effective or binding upon the Company unless
  - (i) the Life Assured gives particulars of the occurrence under which the claim is made to the Insured within 21 days of the date of such occurrence and
  - (ii) the Insured forwards to the Company particulars of such occurrence within 30 days from the date of such occurrence
5. Notification of claims not received within 30 days from the date of occurrence may be considered by the Company provided reasonable evidence is produced to the satisfaction of the Company as to the cause of delay.  
In case of any accidental bodily injury to or sickness of the Life Assured shall allow and the Insured shall co-operate with the representative of the Company to examine the person of the Life Assured
6. The benefits payable under this policy may be extended to cover other persons if requested by the Insured as from a date agreed by the Company subject to all the terms provisos exclusions and conditions of this policy on receiving completed statements in writing and signed by the Life Assured  
Provided always that the Insured shall pay to the Company a premium in quarterly basis in respect of each such person.
7. The Insured shall give notice in writing to the Company of any change in his address or in business or occupation or of the trade of any Life Assured or of the effecting by the Insured of other Medical Benefits Surgical and Hospital Expenses Insurance in respect of the Life Assured covered by this Policy  
On tendering any premium for the renewal of this Policy the Insured shall give notice in writing to the Company of any sickness disease physical defect or infirmity with which any Life Assured has become affected and of which the Insured or the Life Assured has become aware since the payment of the preceding premium
8. The Company may by notice in writing to the insured under Registered Letter to the Insured's last known address give seven days' notice of its intention to terminate this Policy returning on demand a proportion of the premium corresponding to the unexpired period of Insurance
9. The Company shall be entitled to treat the Insured as the absolute owner of this Policy and shall not be bound to recognise any equitable or other claim to or interest in this Policy.
10. In case of dispute on any amount of compensation under this Policy (liability being otherwise accepted), the same shall be resolved as per Insurance Act, 2049.
11. In no case whatever shall the Company be liable for made any compensation after the expiration of twelve months from the occurrence unless the claim is the subject of pending action or arbitration.