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**ROYAL INSURANCE CORPORATION OF BHUTAN LTD.**

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**CHECKED IN BAGGAGE** means the baggage handed over by the Insured Person and accepted by an International Airlines / carrier outside Bhutan 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 Bhutan, 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 Bhutan 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. 'TPA' must be notified immediately as soon as it is known that insured person is unfit to return to Bhutan. 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.

- (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.
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





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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 / TPA.
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 Kingdom of Bhutan unless specifically agreed by Insurers.
9. This policy and the Oversea Travel Insurance 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 Oversea Travel Insurance 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 Kingdom of Bhutan.
  - 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 'TPA' 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 Kingdom of Bhutan shall govern the validity, construction, interpretation and effect of this policy.







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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 Kingdom of Bhutan in accordance with the provisions of The Court of law in Bhutan as amended from time to time and for time being in force, and it is intent and purpose of the parties here to, 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 Airforce 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 nationalization 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





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therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from

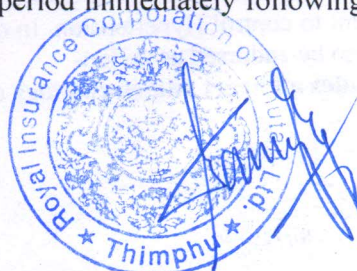
- a. ionising radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel; or
  - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
6. No claim will be paid which arises from the 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 there from 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 Kingdom of Bhutan.

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 Kingdom of Bhutan by the Insured Person suffering bodily injury, sickness, disease or death during the period of Insurance.

Notwithstanding the above, if 'TPA' recommends that continued treatment in Bhutan is appropriate, the policy is extended to cover medical expenses incurred in Bhutan 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.











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(a-iii) Diabetes: Fasting Blood level should not exceed 120 m.g. and pp sugar 150m.g. further he /she should not be taking any treatment to control Diabetes. In case of positive existence of Diabetes the policy schedule should be endorsed as:-

**“This policy excludes Diabetes and any consequences attributable to, accelerated by or arising there form.”**

b) In respect of any other pre-existing diseases disclosed in the proposal form the same should also be specifically excluded. To exclude the same the policy schedule should be endorsed as under:-

“This policy excludes..... and any consequences attributable to accelerated by or arising there form.”

The specific names of diseases are to be suitably inserted in the endorsement wording.

**3.3. EXCLUSION ENDORSEMENT WORDING:**

**I. Childhood Diseases exclusion:**

In case of policies issued to cover children between 6 months and 5 years, policy schedule should be endorsed as 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 attributable there to , accelerated thereby or arising there form.”

c) In respect of any other pre-existing disease disclosed in the proposal form the same should also be specifically excluded. To exclude the same the policy schedule should be endorsed as under:-

“This policy excludes.....\*and any consequences attributable to accelerated by or arising there form.”

\*The specific names of diseases are to be suitably inserted in the endorsement wording.

**3.3. EXCLUSION ENDORSEMENT WORDING:**

**I. Childhood Diseases exclusion:**

In case of B&H and E&S, policies issued to cover children between 6 months and 5 years, policy schedule should be endorsed as 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 attributable thereto , accelerated thereby or arising there form.”

**II. a) Heart Ailments:**

When ever any heart or circulatory complaints are disclosed, policy schedule should be endorsed with the following wording:

**“This policy excludes all heart and circulatory disorders.”**

b) Any other pre-existing ailments/diseases disclosed in the proposal forms/medical reports should be excluded by using following wording:







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**SPECIFIC CONDITIONS - (applicable to Section - A Medical expenses and Repatriation)**

1. All medical evacuation or transportation of remains must be approved in advance by 'TPA' and their Medical Advisors.
2. No claim will be paid in respect of expenses for treatment, which could reasonably be delayed until the Insured Person's return to Kingdom of Bhutan. The question of what can or what cannot be reasonably delayed will be decided jointly by the treating physician and the Medical Advisors.
3. 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.
4. 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.
5. No claim will be paid in respect of medical treatment and related services obtained within the Kingdom of Bhutan except as stated.
6. The insurance will not cover pregnancy of the Insured Person including resulting childbirth, miscarriage, abortion or complication of any of these.
7. 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 \$ 5,000 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 kingdom of Bhutan.

**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,
2. 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









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**Specific Conditions:**

1. A non-delivery certificate must be obtained immediately from the airline, which must be submitted to 'TPA' 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**

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 Bhutan.

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 to Plan T-3)

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.





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4. No claims shall be paid for any liability arising directly or indirectly from or due to:
- Animals belonging to the Insured Person or in their care, custody or control ;
  - Any willful, malicious or unlawful act;
  - Pursuit of a trade, business or profession, employment or occupation;
  - Ownership, possession or use of vehicles, aircraft, watercraft, parachuting, hand gliding, hot air ballooning or use of firearms;
  - Legal costs of any proceedings that result from any criminal or illegal act;
  - insanity, the use of any alcohol, drugs, (except as medically prescribed) or drug addiction;
  - The supply of goods or services;
  - Any form of ownership or occupation of land or building (other than occupation only of any temporary residence.)

