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HOSPITALIZATION AND DOMICILIARY INSURANCE POLICY

WHEREAS the Insured designated in the Schedule hereto has by a Proposal and declaration dated as stated in the Schedule which shall be the basis of this Contract and is deemed to be incorporated herein, has applied to **UNITED AJOD Insurance Ltd.** (hereinafter called the "Company") for the insurance hereinafter set forth in respect of person(s) named in the Schedule hereto (hereinafter called the "Insured Person") and has paid premium as consideration for such insurance.

NOW THIS POLICY WITNESSETH that subject to the terms, conditions, exclusions and definitions contained herein or endorsed or otherwise expressed hereon, the Company undertakes that if during the period stated in the Schedule or during the continuance of this policy by renewal any Insured Person shall whilst anywhere in Nepal contract any disease or suffer from any illness (hereinafter called "Disease") or sustain any bodily injury through accident (hereinafter called "Injury") and if such disease or injury shall require any such Insured Person, upon the advice of a duly qualified Physician/Medical Specialist/Medical Practitioner (hereinafter called "Medical Practitioner") or of a duly qualified Surgeon (hereinafter called "Surgeon") to incur medical/surgical expenses (i) at any Clinic/Nursing Home/Hospital as herein defined (hereinafter called HOSPITAL) as an inpatient or (ii) on domiciliary treatment under Domiciliary Hospitalisation Benefits as hereinafter defined, the Company will pay to the Insured Person the amount of such expenses as are actually and necessarily incurred in respect thereof by or on behalf of such Insured Person but not exceeding in any one period of insurance the amounts under the category in the TABLE OF BENEFITS.

DEFINITIONS

- I. Medical Insurance Policy provides hospitalization and domiciliary treatment
- II. HOSPITAL/NURSING HOME/CLINIC shall be deemed to mean any institution in Nepal operated for the care and treatment of sickness and injuries and which has been registered either as a Hospital or Nursing Home or Clinic with the local authorities and is under the supervision of a registered and qualified doctor. The term 'Hospital' shall not include an establishment which is a place of rest, a place for the aged, a place for drug addicts, a place for alcoholics, or a hotel.
- III. SURGICAL OPERATION MEANS:
 - i) Cutting operation (not including any lancing operations or injections).
 - ii) Any operation involving the reducing of fractures.
 - iii) Any treatment or adjustment in respect of or any dislocation of joints or bones, orthopedics or Neuron Surgery or plastic surgery by qualified Surgeon.
 - iv) Stitching of wounds.
- IV. DOMICILIARY BENEFIT MEANS:

Domiciliary Benefit means medical treatment for illness/ disease/injury which in the normal course would require care and treatment actually taken whilst confined at home in Nepal.
Subject however that domiciliary benefits shall not cover:

 - i) Expenses incurred for treatment for any of the following diseases: -
 1. Asthma
 2. Bronchitis
 3. Chronic Nephritis and Nephritic Syndrome
 4. Diabetes Mellitus and Insidious
 5. Epilepsy
 6. Hypertension
 7. All Psychiatric or Psychosomatic Disorders.
 8. Any kind of Critical Illness
 9. Any kind of pre-existing illness/diseases
- V. MAJOR SURGICAL AND/OR MAJOR DISEASE MEANS:

Major Surgical and/or Major Disease mean treatment taken in the Hospital for the following diseases. Benefits under this extension are payable in addition to the benefits payable under Benefit (B)

- i) Renal Diseases.
- ii) Cerebral or Vascular Strokes.
- iii) Open and close heart surgery.
- iv) Kidney Transplantation and Dialysis.
- v) Malignancy.
- vi) T. B. which includes Pulmonary T. B.
- vii) Encephalitis (Viral).
- viii) Neuron Surgery.
- ix) Total Replacement of joints.

VI. QUALIFIED NURSE means a person who holds a certificate/diploma of a recognized hospital/institution and who is employed on recommendations of the attending Medical Practitioner.

EXCLUSIONS

The Company shall not be liable to make any payment under this Policy in respect of any expenses whatsoever incurred by any Insured Person in connection with or in respect of:

1. Any Disease suffered by the Insured Person during the first 30 days from the commencement date of the Policy. This exclusion shall not however, apply if in the opinion of panel of Medical Practitioners, constituted by the Company for the purpose, the Insured Person could not have known the existence of the Disease or any symptoms thereof at the time of making the proposal for insurance to the Company. This shall not however apply in case of the Insured Person having been covered under this Scheme with any of the Nepalese Insurance Companies for a continuous period of 12 months proceeding without any break.
2. Injury or Disease directly or indirectly caused by or arising from or attributable to War, Invasion, Act of foreign Enemy, Hostilities or Warlike operations (whether war be declared or not) and breach of Criminal Law by the Insured Person.
3. Circumcision unless necessary for treatment of a disease not excluded hereunder or as may be necessitated due to an accident, vaccination or inoculation or change of life or cosmetic or aesthetic treatment of any description plastic surgery other than as may be necessitated due to an accident.
4. Routine eye examinations and cost of glasses and contact lenses.
5. Dental treatment or surgery of any kind unless necessitated by an accident or due to a constitutional disease.
6. Convalescence, nervous breakdown (which expression shall cover also general debility 'Run-down' condition) or rest cure, congenital defects or anomalies, venereal diseases, insanity, intentional self Injury any Disease or Injury directly or indirectly attributed to intemperance or the use of intoxicating drugs or liquors.
7. Charges incurred at Hospital or Nursing Home or Clinic primarily for diagnostic, X-Ray or laboratory examinations or other diagnostic studies not consistent with or 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 or at Home under Domiciliary Hospitalisation as defined hereafter.
8. Expenses on vitamins and tonics unless forming part of treatment for Injury or Disease as certified by the attending Physician.
9. Injury or Disease directly caused by or arising from ionizing radiations or contamination by radio activity from any source whatsoever.
10. Injury or Disease directly or indirectly caused by or contributed to by nuclear weapons/materials.
11. (a) Treatment arising from or traceable to pregnancy, childbirth including normal caesarean section;
(b) Abortion or miscarriage or any complications and/or sequel therefrom unless arising out of accident.

CONDITIONS

1. Every notice or communication to be given or made under this Policy shall be delivered in writing as shown in the Schedule.
2. The premium payable under this Policy shall be paid in advance. No receipt for Premium shall be valid except on the official form of the Company signed by a duly authorized official of the Company. The due payment of premium and the observance and fulfillment of the terms, provisions, conditions and endorsements of this policy by the Insured Person in so far as they relate to anything to be done or

complied with by the Insured Person shall be condition precedent to any liability of the Company to make any payment under this Policy. No waiver of any terms, provisions, conditions and endorsements of this Policy shall be valid, unless made in writing and signed by an authorized official of the Company.

3. Upon the happening of any event, which may give rise to a claim under this Policy notice with full particulars shall be sent to the Company within 7 days from the date of Hospitalisation/Domiciliary Hospitalisation.
4. Claim must be filed within 30 days after completion of treatment under Hospitalisation or Domiciliary Hospitalisation.

Note: Failure to give notice or file such claim in time as provided in condition 3 and 4 may not invalidate or reduce any claim if it is substantiated that it was not reasonably possible for the Insured Person to give notice or file claim within the prescribed time.

5. The Insured Person shall obtain and furnish the Company with all original bills, receipts and other documents upon which a claim is based and shall also give the Company such additional information and assistance as the Company may require in dealing with the claim.
6. The Insured Person shall furnish to the Company a certificate from the Medical Practitioner treating the Insured Person.
7. Any medical practitioner authorized by the Company shall be allowed to examine the Insured Person in case of any alleged Injury or Disease requiring Hospitalisation or Domiciliary Hospitalisation when and so often as the same may reasonably be required on behalf of the Company.
8. The Company shall not be liable to make any payment under this policy in respect of any claim if such claim be in any manner fraudulent or supported by any fraudulent means or device whether by the Insured Person or by any other person acting on his behalf.
9. If at the time when any claim arises under this Policy, there is in existence any other insurance whether it be affected by or on behalf of any Insured Person in respect of whom the claim may have arisen covering the same loss, liability, compensation, costs or expenses the Company shall not be liable to pay or contribute more than its rateable proportion of any loss, liability, compensation, costs or expenses. The benefits under this Policy shall however be in excess of the benefits available under Medical Benefits extension under Personal Accident Policy.
10. For same illness, the benefits payable shall be either under Hospitalisation benefit or Domiciliary Hospitalisation Benefit but not under both the benefits.
11. The Company shall not be bound to renew this policy or to give notice that it is due for renewal and the Company may at any time cancel this Policy by sending the Insured Person 30 days notice by registered letter at the Insured Person's last known address and in such event the Company shall refund to the Insured Person a pro-rata premium for unexpired Period of Insurance. The Company shall, however, remain liable for any claim, which arose prior to the date of cancellation. The Insured Person may at any time cancel this Policy and in such event the Company shall allow refund of premium at Company's short period rate only provided no claim has occurred up to the date of cancellation.
12. If any difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall be resolved as per Insurance Act, 2079 and/or Arbitration Act, 2055.
13. If the Company shall disclaim liability to the Insured Person for any claim hereunder and if the Insured Person shall not within 12 calendar months from the date of receipt of the notice of such disclaimer notify the Company in writing that he does not accept such disclaimer and intends to recover his claim from the Company then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
14. All claims under this Policy shall be payable in Nepalese currency.

Besides; there are certain other standard Conditions

1. Other considerations are:

- a. Cover is granted up to the age of 65 years.
- b. Cover in respect of persons exceeding 65 years may be considered on certain Conditions.
- a. Cover in respect of domiciliary treatment alone cannot be provided.
- b. Cover in respect of hospitalization treatment only can be provided.

The "Insured Person" shall be deemed to mean

- (a) The Insured and his/her legally married spouse,
- (b) Dependent legitimate or legally adopted unmarried and unemployed son and/or daughter up to the age of 21 years, provided the age of the dependent should not be below 1 months.

DISPUTE SETTLEMENT

- a) If any dispute or difference shall arise as to the quantum to be paid under this policy, the same shall be resolved in accordance with the insurance act 2079 (& Amendments).

PAYMENT OF CLAIM

All claims under this policy shall be payable in Nepalese currency, and all medical treatments covered by this insurance must be received within Nepal, unless referred by a tertiary care hospital in Nepal.