



# UNITED INDIA INSURANCE COMPANY LIMITED

Regd. & Head Office: 24, White Road, Chennai – 600 014.

## 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 - SCHENGEN

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 United India Insurance Company Limited (hereinafter called the insurers) for the insurance hereinafter set forth and having paid the premium for the insurance specified hereinafter for the number of days stated in the 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.

**APRIL** is APRIL USA ASSISTANCE INC who provides emergency assistance and claims administration services (Overseas Provider). Their address is 11900 BISCAYNE BLVD #600, MIAMI, FL 33181, USA.

**HERITAGE** is Heritage Health Services Private Limited, who provides assistance to the insured person whilst in India. Their registered & head office address is McLeod House, 3, Netaji Subhas Road, Kolkata - 700 001, Tel.: (033) 2248 2411 Fax: (033) 2248 0482, Email: [hftl.calcutta@vsnl.com](mailto:hftl.calcutta@vsnl.com). The frontline office address is ELITE AUTO HOUSE, 54-A GROUND FLOOR (Rear Side), Next to Crisil House, Chakala, Andheri-Kurla Road, Andheri (East), Mumbai-400093, India, Tel.: (022) 61273891/92/93, Fax: +91 (22) 61273890, Email: [heritagehealth@vsnl.net](mailto:heritagehealth@vsnl.net)

**MEDICAL ADVISORS** are medical Practitioners appointed by 'the Overseas Provider.

**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 Overseas Provider 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.

## **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. 'April' 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 of Rs 100/- (Inclusive of service tax) by the underwriters.
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 'the Overseas Provider' immediately. The Insured person or his representative should quote the Overseas Provider 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, the Overseas Provider 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 the Overseas Provider, 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 the Overseas Provider.  
In no event should a claim be notified to the Overseas Provider 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 / the Overseas Provider.
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 30 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 twelve months prior to the commencement of travel.
  - d. **Prior Consultation :** Any medical services or series of services with a cost of greater than **EURO 100** shall not be covered by this policy unless the Insured Person consults with the Overseas Provider 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 :** If any dispute or difference shall arise as to the quantum to be paid under the policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.
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 travelling 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 travelling 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 Immuno-deficiency 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 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. 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 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 pot holing, hunting or equestrian, scuba 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 motorised vehicles unless at the time of the accident the driver is duly 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 motorised 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 (INCLUDING MEDICAL EVACUATION & REPATRIATION OF REMAINS)**

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 the Overseas Provider 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 EUR 175 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 the Overseas Provider 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 the Overseas Provider 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 the Overseas Provider 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. 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 EURO 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.

**IMPORTANT NOTICE**

In case of situations requiring assistance, please contact:-

<p><b>April</b>          April USA ASSISTANCE INC          11900 Biscayne Blvd # 600          Miami          FI 33181          USA          Tel : 001-305-698-7757          Fax : 001-305-891-7840          www.april.com</p>	<p><b>Heritage - Mumbai</b>          Heritage Health Services Pvt. Ltd.          Elite Auto House,          54-A ground floor (Rear side)          Next to Crisil House, Chakala          Andheri-Kurla Road          Andheri (East)          Mumbai - 400 093, India.           Tel : +91 22 61273891/92/93          Fax : +91 22 61273890          Email : heritagehealth@vsnl.net</p>
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**PREMIUM CHART BEFORE SERVICE TAX**

AGE	18-40	41-50	51-60	61-65
Period/Days				
7	300	400	500	1200
15	400	500	600	1300
30	600	700	900	1500
45	700	800	1200	2000

**SERVICE TAX TO BE ADDED**

**TABLE OF BENEFITS**

Risk Covered	Sum Insured in Euro	Deductible in Euro
Medical Benefits	30,000	75 Euro
Personal Accident	10,000	Nil