



## **AKE Special Risks Ltd**

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# **EXPATRIATE MEDICAL EXPENSES COVER**

In consideration of the signed **application** form as agreed by the **Underwriters** and the payment of the premium by the due date the **Underwriters** (We/Us) agree to insure the **Covered Person(s)** (You) and to pay **benefits** in accordance with all the provisions of this Insurance. All **benefits** are subject to all the exclusions, provisions and other terms of this Insurance.

### **Ten Day Right to Return this Insurance**

If for any reason You are not satisfied with this Insurance You may return it to the **Underwriters** within 10 days after You receive it. The **Underwriters** will refund any premium paid and this Insurance will be deemed void from the beginning, as if it had never been issued.

### **Important Notice about Statements in the Application**

The **application** is part of this Insurance. Be sure that no part of Your medical history has been omitted or is incorrect. Write to the **Underwriters** within 10 days if any information is incorrect or incomplete. This Insurance is written on the basis that the answers to all questions in the **application** are correct and complete. Any omissions or incorrect statements could cause an otherwise valid claim to be denied. The following pages including any riders, endorsements or Amendments are a part of this Insurance

### **Pre-Existing Conditions**

This Insurance excludes **Pre-Existing Conditions** as defined below. The **Underwriters** may decide to cover a **pre-existing condition** if it is disclosed and accepted by them and any additional premium is paid.

## **SECTION I PLAN BENEFITS**

The **benefits** are expressed in United States Dollars. They are also available in £ Sterling using the rate of exchange prevailing at the time of payment to or acceptance by the **Underwriters**.

For an **Injury** or **Sickness** that was incurred during Your **period of insurance** as shown in the Schedule **benefits** are payable from the date of loss and may continue for up to a maximum of 24 months.

- Up to US\$500,000 per person per insured event subject to an individual lifetime maximum of US\$1,000,000.

- Maternity Benefit maximum US\$5,000
- Inpatient care for **Mental & Nervous disorders** maximum US\$10,000
- **Outpatient** treatment for **Mental or Nervous disorders** maximum US\$1,000 subject to a maximum amount per consultation of US\$60

The **benefits** are subject to a **deductible** and/or coinsurance as stated on the Schedule.

## SECTION II DEFINITIONS

Some words and phrases used in this Insurance have special meanings. These meanings are set out below. When these terms are used they appear in bold print:

**AGE** means age on the last birthday at date of **application**.

**APPLICATION** is the form which must be filled out to request coverage under this Insurance.

**ASSISTANCE COMPANY** is Specialty Assistance Services whose telephone number is shown below.

**BENEFITS** mean the insurance coverage provided by this Insurance and any additional extensions or restrictions shown on the Schedule or any endorsement.

**CHARGE** means the cost of providing the plan **benefits**. Such costs must not exceed the general level of **charges** and be reasonable and customary as determined by the **Underwriters** for such a service or item when provided in the same general area under similar or comparable circumstances. Only **charges** incurred within 24 months of the date of loss will be covered.

**CLAIMS ADMINISTRATOR** is Specialty Claims whose address and telephone number are shown below.

**CLASS** means the insureds of all policies of the same **benefits, deductibles** and age group, in a given country, state, city or territory of residence.

**CONFINEMENT** means the period starting with admission to a **hospital** or other institution. **Confinement** ends with discharge from the same

place. If the patient is transferred to another such place for continued treatment of the same or related condition, it will be considered to be a continuation of the same confinement.

**COUNTRY OF RESIDENCE** means the country for which the **Covered Person** holds a passport. Where the **Covered Person** holds more than one passport, the **Country of Residence** will be accepted to be the country declared on the **Application** form and stated as nationality in the Schedule.

**COVERED PERSON** means a person eligible for coverage under this Insurance, who has applied for coverage and is named in the **application**, and for whom the **Underwriters** have accepted the appropriate premium. This may be the **Primary Insured** or a **Dependent**.

**DEDUCTIBLE** means the amount of medical expenses which must be satisfied on a per claim basis before **Benefits** under this Insurance are payable. The **Deductible** amount is shown on the Schedule.

**DEPENDENT** means Your:

- legal spouse
- unmarried child who is at least 30 days old and under the age of 19 years and he/she is a full-time student.

The word "child" includes Your natural born child, legally adopted child, or stepchild, who is dependent upon You for his/her main care and support.

**EXPATRIATE** means any person temporarily living outside his or her **country of residence**.

**HOSPITAL** means an institution which:

- provides 24-hour continuous service to confined patients.
- provides, as its chief function, diagnostic and therapeutic services and care of injured or sick persons.

- c) has a professional staff of one or more licensed physicians and surgeons to provide or supervise its services at all times.
- d) provides general **hospital** and major surgical facilities and services either;
  - i) on its own premises or
  - ii) in a facility available to it on a pre-arranged basis.
- e) provides 24-hour nursing services by and under the supervision of a registered graduate nurse on a regular and continuous basis.
- f) is operated in accordance with the laws of the jurisdiction in which it is located and
- g) is legally licensed as a medical or surgical **hospital** in the country in which it is located.

A **hospital** cannot be:

- a) a convalescent or extended care facility unit within or affiliated with the **hospital**.
- b) a nursing, rest or convalescent home, or extended care facility.
- c) an institution operated mainly for care of the aged or for treatment of mental disease, drug addiction, alcoholism or
- d) a health resort, spa or sanatorium.

Claims that relate to a **Mental or Nervous Disorder** or to rehabilitation will not be denied solely because the service was rendered in a **hospital** which did not have surgical facilities.

**IMMEDIATE FAMILY** means spouse, children, grandchildren, parents, grandparents, siblings, in-laws including nephews and nieces.

**INJURY** means bodily injury caused by accident which is unforeseen, involuntary, the direct and sole result of an external and violent trauma, and which has occurred while this Insurance is in force.

**INSURED EVENT** means an accident occurring or a **sickness** first manifesting itself to an **Covered Person** during the **period of insurance**.

**MEDICALLY NECESSARY/MEDICAL NECESSITY** means services or supplies provided by a **Hospital, Physician** or other

provider which are necessary to diagnose and treat a **Sickness** or **Injury** and which, as determined by the **Underwriters**, are:

- a) consistent with the symptom or diagnosis and treatment of the patient's condition, disease, ailment or **injury**.
- b) appropriate with regard to standards of acceptable medical practice.
- c) not solely for the convenience of You, the **Physician**, the **Hospital**, or other providers and
- d) the most appropriate supply or level of service which can safely be provided to the patient.

Local or Regional providers must be used unless the **Underwriters** agree that treatment by a more distant provider is **medically necessary**.

The fact that any **Physician** may prescribe, order, recommend or approve a service does not, of itself, make such treatment **Medically Necessary**.

**MENTAL OR NERVOUS DISORDER** means a mental or emotional disease or disorder generally denoting one of the following:-

- a) a disease of the brain with predominant abnormal behaviour symptoms;
- b) a disease of the mind or personality, evidenced by abnormal behaviour; or
- c) a disorder of conduct evidenced by socially deviant behaviour.

**Nervous or mental disorders** do not include learning disabilities, attitudinal disorders, disciplinary problems or behavioural problems in children because these are not considered to be recoverable under this Insurance.

**OUTPATIENT SERVICES** means **Medically Necessary** services provided to a **Covered Person**, who is not a registered patient in a **Hospital**, to treat **Sickness** or **Injury**. **Outpatient Services** shall include, but are not limited to:

- a) diagnostic and evaluation services.
- b) outpatient care and treatment, pre-care, aftercare, emergency care, rehabilitation and habilitation and supportive transitional services.
- c) professional consultation.

**PERIOD OF INSURANCE** means the period as shown in the Schedule attached except where this is deferred (see eligibility below).

**PHYSICIAN** means a person who:

- a) is a qualified licensed doctor of medicine or
- b) is any other licensed health care provider which Your **Country of Residence** requires to be recognised as a **physician** and
- c) is acting within the scope of his/her licence.
- d) is not the **Covered Person** or part of the **Covered Person's Immediate Family** and
- e) is a registered medical practitioner.

**PRE-EXISTING CONDITION** means any **injury** or **sickness** which the **Underwriters** consider to be a **Pre-existing Condition**. The **Underwriters** will consider a condition to be pre-existing if, prior to a **Covered Person's** Effective Date, he/she may have:-

- i) had a **Sickness** or **Injury** diagnosed;
- ii) received medical care or treatment for a **Sickness** or **Injury**; or
- iii) had symptoms of a **Sickness** or **Injury** which would have caused a reasonable person to have sought medical care or treatment.

**PRESCRIPTION DRUGS** are medications whose sale and use are legally restricted to the order of a **Physician** and which can only be obtained with a **Physician's** written prescription.

**PRIMARY INSURED** means the individual for whom an **application** has been completed, in respect of whom coverage under this Insurance is in effect, and in whose name the **Underwriters** have issued Insurance. The **Primary Insured** will be called "You" or "Your" in this Insurance.

**PROOF OF INSURABILITY** means a health history and other proof as the **Underwriters** may require, which the **Underwriters** will use to determine if a person is acceptable to the **Underwriters** to qualify for coverage under this Insurance.

**SICKNESS** means a bodily disorder, a disease, a nervous or mental disorder or pregnancy which first manifests itself while this Insurance is in force.

**USUAL AND CUSTOMARY** means the reasonable, **usual and customary** charges for covered Charges in the area in which such Charges were incurred. At no time will this Insurance pay an amount higher than the **usual and customary** rates for a specific area.

**UNDERWRITERS** means certain **Underwriters** at Lloyd's. This shall also refer to any Administrator or **Assistance Company** appointed by the **Underwriters** and acting on the **Underwriters'** behalf.

### SECTION III

#### ELIGIBILITY

You and Your **Dependent** Spouse will be eligible for coverage under this Insurance if:-

- a) You are under the age of 75 years on the Effective Date of coverage and
- b) **Proof of Insurability** and **Class** are approved by the **Underwriters** if required by the **Underwriters**.

Your **Dependent** Children will be eligible for coverage under this Insurance if:-

- a) over the age of 30 days and under the age of 19 years and he/she is a full time student at the Effective Date of coverage and
- b) **Proof of Insurability** and **Class** are approved by the **Underwriters** if required by the **Underwriters**.

The **Underwriters** have the right to reject anyone for coverage under this Insurance on the basis of its customary Underwriting procedures.

A person who must furnish the **Underwriters** with **Proof of Insurability** as a condition of coverage will not be covered until the **Underwriters** approve such Proof.

You must request coverage under this Insurance on the **Underwriters'** required form. After such **application** is made, Your **period of insurance** is the date shown in the Schedule attached or the date following:

- a) the date You become Eligible for coverage under this Insurance.
- b) the date the **Underwriters** receive the first premium for You or
- c) the date the **Underwriters** approve Your **Proof of Insurability**, if such Proof is required

whichever shall occur last.

Your **Dependants'** coverage will be effective on the date shown in the Schedule attached or the date following :

- a) the date Your coverage becomes effective or

- b) the date the **Underwriters** approve **Proof of Insurability**, if such Proof is required.

whichever shall occur last.

**Dependent** coverage may be added after the original date of coverage for the birth of a child or the date of Your marriage. Application for **dependent** insurance coverage must be made after 30 days of the date of birth of a child or the date of marriage. Coverage will become effective on the date the **Underwriters** approve Your **Proof of Insurability** if such Proof is required.

### SECTION IV BENEFIT PROVISIONS

The **benefits** stated in Section 1 Plan **Benefits** of this Insurance are payable under this coverage for charges made to You for a wide range of services. The items which may be payable are shown in this section under Covered expenses. You must pay a **deductible**, before these **benefits** begin. If You have opted to be responsible for the first 20% of claims cost, once benefits begin this coverage will pay 80% of Covered expenses in excess of the **deductible** limit, up to US\$5,000, and You will pay the remaining 20%. Once the US\$5,000 self insurance limit is reached the **Underwriters** will pay 100% of additional Covered expenses. **Charges** must be for an **Injury** or **Sickness** incurred while covered under this Insurance. The **Underwriters'** approval must be given for the treatment of non life-threatening conditions prior to any **hospital** admission or surgical procedure. Upon notification to the **Underwriters** prior to treatment, the **Underwriters** reserve the right to obtain a second opinion for any service before **Benefits** are payable under this Insurance. Any second opinion will not be subject to the **deductible** or co-insurance.

#### Covered Expenses

The **Underwriters** will pay **Benefits** under this Insurance for Charges You incur for the following services and supplies. The services and supplies must be **Medically Necessary** and be ordered by a **Physician** because of a **Sickness** or **Injury** shall include, but are not limited to:

- a) **Hospital** Room and Board Charges:
  - i) Semi-private or

- ii) Private not to exceed the **Usual or Customary** charge for such accommodation.
- b) Surgical services wherever performed including any required second opinion.
- c) Medical or Consultation Services by a **Physician** for a physical **Sickness or Injury**.
- d) Nursing care for up to 6 months by a licensed resident or daily nurse who is not an **Immediate Family Member**.
- e) Anaesthesia Services related to surgical, obstetrical or other services under this Insurance.
- f) Radiation Therapy Services for therapeutic treatment of benign or malignant conditions including charges for X-rays, radium and radioactive isotopes and nuclear medicine procedures.
- g) Inpatient **Hospital** services for physical **Sickness or Injury**.
- h) **Outpatient Services** for physical **Sickness or Injury**.
- i) Maternity Services up to the Maternity **Benefit** Maximum as shown in this Insurance under Section 1 Plan **Benefits** for prenatal treatment, delivery, postnatal treatment and treatment consequent upon premature birth provided that in the case of premature birth the expected normal delivery date is at least ten months after the first entry of the **Covered Person** into the scheme and routine care of a healthy new-born infant during the initial **Confinement**. First entry into the scheme shall be considered Your first Insurance period unless cover has been allowed to lapse in which case a new qualifying period will apply.

- Infant's routine care includes:
- i) **Physician's** initial examination or acute **sickness or injury** treated within 31 days of birth;
  - ii) immunisation and/or regular testing; and
  - iii) routine nursery charges.

This section shall extend to:  
Complications in pregnancy provided that such complications shall not be the result of a pregnancy which commenced less than 10 months after the **Covered Person's** first entry into the scheme.

- j) In patient or **outpatient** treatment for **Mental or Nervous Disorders** up to the limit as shown in this Insurance Section 1 Plan **Benefits**.
- k) **Prescription Drugs**, dressings or appliances which are **Medically Necessary** and prescribed by a **Physician**.
- l) Emergency Dental Repair due to an **Injury** which occurred while covered under this Insurance. Treatment must (1) start within six months of the **Injury** and (2) be part of a treatment plan prescribed by a **Physician**.
- m) Hearing-aid repairs due to an **Injury** which occurred while covered under this Insurance.
- n) Services and supplies provided in connection with an organ transplant procedure.
- o) Treatment by a Doctor of Chiropractic medicine suitably qualified and licensed by the relevant governing authority is covered after the relevant **deductible** for a maximum of 15 visits per Insurance per year with a **benefit** not exceeding US\$20.00 per visit and US\$300.00 in the aggregate per Insurance year.

Other Services and Supplies the **Underwriters** cover :

- a) The cost of Professional Emergency Transportation to the nearest suitable medical facility, even if such medical facility is in a country other than the country where the **injury or sickness** occurred, are payable when a **Physician** considers the situation to be life-threatening. The Professional Emergency Transportation costs must be approved by the nominated **Assistance Company**. Professional Emergency Transportation costs will include:
  - i) Medical evacuation and other reasonable and customary expenses arising out of travel;
  - ii) medical care.
  - iii) accommodation charges with respect to transportation of the **Covered Person** to the **Underwriters'** designated location.

- iv) costs of transporting an **Immediate Family** member deemed necessary on the certified instructions of a **Physician**.
- v) costs associated with the return journey, in the event that the **Covered Person** is certified fully recovered.

In case of **Hospital Confinement**, the **Covered Person's** admitting **Physician** must contact the nominated **Assistance Company** to obtain approval, based on the proven **Medical Necessity** of the admission.

- b) The cost of transporting the body or ashes of a deceased **Covered Person** to the nearest airport in his/her **Country of Residence** are covered. Costs of the legal procedures and costs of the necessary preparations for the transportation of the mortal remains are covered.
- c) Return home of **Dependent** minor children. If one or more **Dependent** children are left in a foreign country due to the **hospitalisation** of both parents, the **Underwriters** will co-ordinate and, if necessary, pay for the return trip to the **Country of Residence** of such **Dependent** minor children, with an adult if needed. Family coverage including cover for such **Dependent** Children must be in effect at the time of such **hospitalisation**.
- d) Non-medical assistance including:-
  - 24-hour telephone access
  - confirmation of Insurance coverage to **Hospitals** and/or **Physicians**
  - medical monitoring
  - co-ordination of the evacuation, including transmitting messages to direct members of the family.

#### Extension of Benefits

Cover in **Country of Residence** is extended to include a maximum of 90 days in any **period of insurance** in respect of accident or **sickness** actually incurred in the **Country of Residence**. This extension shall not apply to **periods of insurance** of less than 12 months. Nothing in this Extension of **Benefits** shall override any of

the other provisions conditions or exclusions of this Insurance.

#### SECTION V EXCLUSIONS

The following are not covered under this Insurance:

- 1) any loss or expense which is the direct result of or contributed to by a **Pre-existing Condition**. Failure to disclose a **pre-existing condition** may result in the denial of payment of claims or in the cancellation of this Insurance from its inception.
- 2) An **injury** or **sickness** caused by war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.
- 3) An **injury** or **sickness** caused by mutiny, riot, strike, military or popular uprising, insurrection, rebellion, military or usurped power.
- 4) An **injury** or **sickness** caused by any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the government de jure or de facto or to the influencing of it by terrorism or violence.
- 5) An **injury** or **sickness** caused by martial law or state of siege, or any event or causes which determine the proclamation or maintenance of martial law or state of siege.
- 6) Any **injury** or **sickness** caused by nuclear fission, nuclear fusion or radioactive contamination of any description however caused.
- 7) Services and supplies which are not authorised by a **Physician** or which are not **Medically Necessary** or appropriate to the treatment of **Injury** or **Sickness** as determined by the **Underwriters**.
- 8) Expenses which exceed the **Underwriters'** definition of Charges as **Usual and Customary**.
- 9) Routine examinations, Routine health assessments or procedures or examinations undertaken at the request of the **Covered Person** which fail to lead to a diagnosis of **Injury** or **Sickness** or those requested by a third party e.g. examinations for insurance, school, employment, camp or annual physical examinations or examinations directed or requested by a court of law.

Vaccinations, inoculations or other forms of preventative medicine.

- 10) Intentionally self-inflicted **Injury** or **Sickness**;
- 11) Congenital defect at birth of a dependant, including special services associated with this event such as incubators or other life saving equipment. Also, well-baby care unless specifically covered elsewhere in this Insurance is not provided after 30 days of birth.
- 12) **Injury** or **Sickness** sustained while under the influence of intoxicating liquor or drugs, other than drugs taken in accordance with treatment prescribed by a **Physician**.
- 13) Sexually Transmitted Disease. This would include but would not be limited to Herpes, Gonorrhoea, Syphilis, Cytomegalovirus; or any disability attributable, directly or indirectly to Human Immunodeficiency Virus (HIV), and/or related **sickness** including Acquired Immune Deficiency Syndrome (AIDS), or any mutant derivative thereof.
- 14) Bodily **injury** sustained while taking part in activities or pastimes which the **Underwriters** consider to be hazardous unless notified to and accepted by the **Underwriters** including but not limited to mountaineering where ropes or guides are normally used; aviation (except when travelling solely as a passenger), parachuting; parasending; white water rafting; bungee jumping; non- recreational winter sports; racing by horse, motor or motorcycle; underwater activities involving the use of breathing apparatus unless to a depth no greater than 30 metres and then excluding solo dives; water skiing and any professional sporting activity.
- 15) Elective cosmetic surgery and associated treatment.
- 16) Non-**prescription drugs** which include, but are not limited to: vitamins, tonic, nutritional supplements, patent or baby foods, biochemical or herbal remedies.
- 17) Non-prescribed dressings, bandages, syringes, instruments and appliances.
- 18) Preparation or fitting of such things as dentures, false teeth, dental fillings, eyeglasses, contact lenses or hearing aids; investigations to see if they are needed.
- 19) Services provided for treatment of educational or learning problems, health education, marriage counselling, or holistic medicine or other programs with the

objective to provide enhanced personal fulfillment.

- 20) Treatment received while serving as a member of a police or military unit.
- 21) Treatment that is not scientifically or medically recognised or any services or supplies which are considered to be experimental or research oriented in nature, including but not limited, to acupuncture.
- 22) Treatment in any governmental facility or any expense if the **Covered Person** would be entitled to free care. Service or treatment for which payment would not have to be made if the **Covered Person** were not indemnified for the expense or for which payment would not have to be made had no insurance coverage existed.
- 23) Male or female sterilisation, reversal of sterilisation, sex change or implantation. Treatment for sexual transformation, sexual dysfunctions or sexual inadequacies.
- 24) Any expenses, service, treatment or any form of food supplement or augmentation (unless necessary to sustain life in a critically ill person), or any exercise program for weight control, whether for obesity or any other diagnosis, whether by diet, injection of any fluid or use of any medications or surgery of any kind.
- 25) Podiatric care including foot care in connection with corns, calluses, flat feet, weak arches, weak feet or symptomatic complaints of the feet and shoe inserts of any kind.
- 26) Custodial care or rest care.
- 27) A **hospital** admission on a Friday or Saturday for Monday surgery unless the attending **Physician** attests to the **Underwriters** in writing, that it was **Medically Necessary** for the health and well-being of the patient to be admitted so early.
- 28) Services provided by a member of the **Covered Person's Immediate Family** or anyone else living with the **Covered Person**.
- 29) All costs arising from travel outside of the country where the incident giving rise to the claim occurred unless an agreed Professional Emergency Evacuation undertaken by the **Assistance Company**.
- 30) **Covered Persons** aged 75 or over.

In any suit or other proceedings where the **Underwriters** determine that by reason of an Exclusion a service or supply is not covered by

this Insurance, the burden of proving that such service or supply should be covered is Your responsibility.

4 months	30.0%
3 months	22.5%
2 months	15.0%
1 month	7.5%

**Co-ordination of Benefits**

This Insurance has been designed to help meet the cost of treating an **Injury** or **Sickness**. Since it is not intended that anyone should receive greater **benefits** than the actual medical expenses incurred, the amount of **Benefits** payable under this Insurance shall be excess of all other valid and collectable benefits state provisions or insurance.

Provided that there shall be no return of premium in the event that there has been a claim under this Insurance in respect of the period of cover during which You request cancellation.

- e) In the event of cancellation by the **Underwriters** giving 30 days' notice in writing to You at Your last known address You will be entitled to a return of a pro rata amount of the premium.

**SECTION VI  
TERMINATION & RENEWAL  
PROVISIONS**

**Termination**

Insurance Coverage under this Insurance will terminate:-

- a) on the date a **Covered Person** no longer meets the **Underwriters'** rules of Eligibility and/or the **Underwriters'** definition of **Dependent**;
- b) on the earlier of the date the **Covered Person** no longer meets the **Underwriters'** definitions of **Dependent** or reaches age 75 in the case of Yourself or Your **Dependent Spouse**.
- c) on the date a **Covered Person** enters any country's armed forces on a full-time basis.
- d) upon the receipt by the **Underwriters** from the **Primary Insured** of 30 days' notice of cancellation of an annual Insurance there shall be paid a return of the premium on the following scale:-  
During the first three months of cover No return  
For each complete month of cover from the effective date of cancellation after the first three months to renewal 7.5% of the annual premium:-

Complete calendar months of cover remaining:-

9 months	67.5%
8 months	60.0%
7 months	52.5%
6 months	45.0%
5 months	37.5%

**Renewal**

Renewal of this Insurance is subject to the **Underwriters'** acceptance of a signed declaration of good health.

**SECTION VII  
PREMIUM**

The Premium must be paid in accordance with the provisions of this Insurance for this Insurance to remain in force. The premium is shown on the Schedule attached.

The **Underwriters** may change the premium rate for this Insurance. After inception date any change may be due to an increase in age or because of a new table of rates. Any premium change will occur on the date when the change in premium rate occurs or when the Insured attains an age when the rating table indicates that the premium increases.

In the event that a claims payment is to be made in respect of an Insurance for which the **Underwriters** have agreed to accept payment by instalments, any outstanding instalment(s) may be deducted from the amount of such claims payment.

**SECTION VIII  
GENERAL INSURANCE PROVISIONS**

**Consideration**

This Insurance is issued in consideration of the **application** in respect of persons who are living outside of their **country of residence** and

payment of the initial premium as provided by this Insurance's terms. The premium is due on the Effective Date. Instalment payments agreed by the **Underwriters** must be paid by the agreed date or cover will cease without further reference to You.

### **Complete Contract**

This Insurance is the complete contract. It consists of:

- a) this Insurance and any attached Riders, Endorsements or Amendments.
- b) the Plan **Benefits** and any supplemental Schedules of **Benefits** and
- c) the **Application** and any supplemental **applications**.

Only an executive officer of The **Underwriters** or persons authorised by them to act on their behalf are authorised to add to or change any part of this Insurance. An endorsement or rider will show any such change or addition. No agent has the power to change the contract or to waive any of its terms.

### **Currency**

All premium payments must be in United States of America (USA) dollars or UK£ sterling. In the case of claims payments, exchange rates for payments not in USA dollars or UK£ sterling will be at the **Underwriters'** discretion and in accordance with the actual exchange rate at the time the fully documented claim was paid by You to the health care provider.

### **Assignment**

This Insurance is not assignable without the **Underwriters'** written consent. The **Underwriters** assume no responsibility as to the facility or effect of any unauthorised assignment; and any claim based upon an assignment shall be subject to proof of insurable interest and the extent thereof.

### **Mis-statement of Age or Class**

If facts about any **Covered Person** as contained in the **Application** were not accurate:

- a) the true facts will decide if and in what amount coverage is valid under this Insurance and

- b) an adjustment of premium will be made to reflect such valid amount of coverage.

### **Clerical Error**

Inadvertent clerical error (whether by You or by the **Underwriters**) will not change the **benefits** or provisions of this Insurance. Upon discovery of such error, any needed adjustments will be made.

### **Severability**

Any provision of the contract which may be prohibited by law shall be and become without force or effect, but this will not invalidate the enforceability of any other provision of the contract.

### **Legal Action**

This Insurance shall be read and construed according to English law.

No action can be brought against the **Underwriters** to compel payment on this Insurance until the earlier of:-

- a) 60 days after the **Underwriters** have received or waived proof of loss; or
- b) the date the **Underwriters** deny full payment.

Action can be brought earlier if waiting will result in prejudice against the **Covered Person**. However, the mere fact that the **Covered Person** has to wait until the earlier of the above is not considered prejudicial. No action can be brought more than one year after the time the **Underwriters** require written proof of loss.

### **Subrogation**

Each **Covered Person** agrees that, to the extent of the **Benefits** provided under this Insurance, the **Underwriters** shall be subrogated to the rights of recovery from any third party for **Sickness, Injury** or Covered Expense for which the third party may be liable. Those rights, including reasonable costs of collection, are assigned to the **Underwriters** to that extent. Except as provided by law, the **Underwriters** have a first lien on the proceeds of any recovery from the third party. Each **Covered Person** agrees to help the **Underwriters** to regain

recoveries and agrees not to hinder the **Underwriters'** recovery rights by settlement or otherwise. No settlement, compromise or waiver of rights shall be entered into without the **Underwriters'** advance written consent. The **Underwriters** have the option to take appropriate action to protect its rights including bringing suit. The proceeds of any settlement or judgement which a **Covered Person** receives shall be held in trust for the **Underwriters'** benefit under this provision. The **Underwriters** are entitled to recover any reasonable attorney's fees the **Underwriters** incur in effecting this recovery from such proceeds held by such **Covered Person**.

#### **Your Relationship with Your Physician or Hospital**

The **Underwriters** will not interfere with the professional relationship between a **Covered Person** and his/her **Physician** or **Hospital**. The **Underwriters** do not contract with a **Covered Person** to choose or provide a **Physician** or **Hospital** or services and facilities nor do the **Underwriters** assure their availability. The **Underwriters** are not responsible to the **Covered Person** for the acts of any health care provider or for any services or facilities. The **Underwriters** are obliged only to provide the **Benefits** as stated under this Insurance.

#### **Physician's and Hospital Reports**

**Physicians** and **Hospitals** must give the **Underwriters** reports to help the **Underwriters** determine **benefits** due to You. You must authorise Your **physicians** and **hospitals** to release all medical records to the **Underwriters** for Yourself and all Your **Dependants**. This is a condition of the **Underwriters** providing coverage. It is also a continuing condition of the **Underwriters** paying **benefits**.

You expressly authorise and direct the following to release these records to the **Underwriters**:

- a) any **Physician** who has diagnosed, attended, treated, advised or rendered professional services to a **Covered Person** and
- b) any **Hospital** in which a **Covered Person** was treated or diagnosed.

You must authorise them to furnish to the **Underwriters** any and all information relating to services, care or facilities which form part of a

claim under this Insurance to the extent required by a particular situation and allowed by pertinent statutes. You also expressly authorise the **Underwriters** to release to or obtain from any other insurance **Underwriters**, or service or benefit plan, the information the **Underwriters** deem necessary to determine its liabilities under this Insurance.

#### **Claim Payment**

Proof of claim must be submitted as soon as is reasonably possible after the occurrence of the incident giving rise to a claim and in any event within 90 days. The **Underwriters** will arrange for the monitoring of treatment costs to be undertaken by the **Assistance Company**. The **Underwriters** must receive:

- a) the completed claim forms;
- c) the original itemised bills for treatment or service (photocopies of receipts are not acceptable) and
- c) any other information the **Underwriters** need to determine their liability under this Insurance.

#### **Facility of Payment**

- a) The **Underwriters'** obligation to You is to reimburse You with the expenditure You have made with the **Underwriters'** permission but the **Underwriters** have the option to pay **benefits** either directly to the **Physician, Hospital** or other provider of services to You. Either of such payments discharge the **Underwriters'** liability for the amounts paid.
- b) Recovery of Excess Payment. If the **Underwriters** pay more than the **Underwriters** are liable for, the **Underwriters** can recover
  - i) the excess from any person, **Hospital** or other provider.
  - ii) from any other insurance or service or benefit plan that has had the benefit of any payment from the **Underwriters** or
  - iii) by reducing benefits paid on future claims.

#### **Fraudulent Actions**

If any claim under this Insurance is in any respect fraudulent, or if any fraudulent means or devices are used by You or anyone acting on

Your behalf, the **Underwriters** may deny all **Benefits** and terminate this Insurance.

**Right to Autopsy**

Where not forbidden by law, the **Underwriters** have the right to have an autopsy performed on a **Covered Person** who dies while covered under this Insurance. Such autopsy will be at the **Underwriters'** expense.

**Medical Examination**

The **Underwriters** have the right to have a **Covered Person** examined as often as reasonably required while a claim is pending. The **Underwriters** will pay the full cost of such examination.

## SECTION IX

### WHAT TO DO IN THE EVENT OF A CLAIM

#### Outpatient Claims

Please complete the claim form which is included with Your Insurance document and submit it at the earliest opportunity to:

**Specialty Claims  
Wickfield House  
18-22 Disney Place  
London SE1 1HJ**

**Tel +44 (0) 20 7939 9650**

**Fax +44 (0) 20 7407 9206**

Remember that it is from the information contained on the claim form that the **Underwriters** make their decision as to liability. The prompt submission of the claim form is important to the efficient handling of Your claim.

#### Non Emergency Claims

It is more efficient if You settle the bills and send all the original accounts and receipts for which You seek reimbursement to and the **Underwriters** will refund all eligible costs less the **deductible** and the self insurance contribution if applicable.

If You are to be admitted to **hospital** as an in-patient, You must, notify Specialty Claims at the address and telephone numbers shown above, who will liaise with the treating **hospital** before being admitted.

**IF YOU DO NOT RECEIVE PRIOR APPROVAL FROM SPECIALTY CLAIMS FOR HOSPITAL INPATIENT TREATMENT THE UNDERWRITERS WILL NOT BE LIABLE TO MEET THE COST OF YOUR TREATMENT.**

#### Emergency Claims

In an emergency contact Specialty Assistance who provide a 24-hour Medical Assistance Service. The purpose of this service is to assist people with serious problems. Please therefore only use this facility when genuine emergency situations arise relating to problems for which the cost would be recoverable under this Insurance. When contacting Specialty Assistance the following information will be required:

- Your name, Your Insurance number, exact location and telephone and/or fax number at which You can be contacted.
- For medical assistance details of patient and if admitted to a **hospital**, the name/telephone number of the hospital, the ward and the name of the attending doctor.

For assistance Worldwide, contact:

Specialty Assistance Services      Tel: +44 (0) 20 7939 9645  
London UK                              Fax: +44 (0) 20 7407 9206

For Assistance in the Americas, contact:

Specialty Assistance Services      Tel: +1 215 489 3785  
Philadelphia, USA                      Fax: +1 215 489 8525

For assistance in Africa, contact:

Specialty Assistance Services      Tel: +27 11 452 7272  
Johannesburg, South Africa        Fax: +27 11 452 4473

For assistance in Asia Pacific, Contact

Specialty Assistance Services      Tel: +662 645 3932  
Bangkok, Thailand                    Fax: +662 645 3732