

# Global Expatriate Healthcare Policy (2015)



# INTERNATIONAL HEALTHCARE PLAN

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## YOUR INTERNATIONAL HEALTHCARE PLAN:

is a Policy of insurance underwritten by LAMP Insurance Company Limited, whose registered office is 260/262, Main Street, Gibraltar. LAMP Insurance Company Limited is licensed by the Chief Executive of the Financial Services Commission of Gibraltar under the Insurance companies Ordinance to carry on insurance business.

The Policy comprises:

- ❖ this policy wording, which contains full details of the benefits, terms, conditions and exclusions
- ❖ of the insurance policy; and
- ❖ your Membership Certificate, showing who is covered under the Policy and which Programme has been selected; and
- ❖ your Table of Benefits, which sets out the benefits and maximum amounts payable under the applicable Programme.

Please read these documents fully and carefully to familiarise yourself with the details of your selected Programme, and what is and is not covered for each Insured Person. Any benefit not included in the Programme selected does not apply. Please note that there are specific conditions and exclusions which apply to specific sections of the Policy and there are general conditions and exclusions which apply to the Policy as a whole. Your Membership Certificate is your evidence that you have been accepted for cover. This Policy is effective from the commencement date specified in your Membership Certificate.

**Cooling off period:** if, when reading this Policy, you decide that it does not meet your requirements, please return it, together with Membership Certificate within 30 days of the commencement date. On condition that you have not already made a Claim and accept that you cannot make one later, We will refund any premium you have paid. The contract between you and Us will be annulled, which means it will be treated as if it had never existed.

We will provide the services and benefits described in this Policy during the Period of Insurance within the Geographical Area, subject to the limits of cover and all other terms, conditions and exclusions contained in this Policy, and following payment of the appropriate premium for the level of cover selected.

This Policy is subject to the laws of England and Wales.

## HOW THE HEALTHCARE PLAN OPERATES

This Policy describes the benefits which are available, **but the cover which will be provided to each Insured Person will be in accordance with the Programme selected as shown in the Membership Certificate issued to the Insured Person** and with the Table of Benefits which attach to and form part of this Policy. Any benefit not included in the cover selected and the Table of Benefits does not apply.

Premium payments can be made to Us in US Dollars, Pounds Sterling or Euros or in any other major currency as agreed with Us. Where the currency is other than US Dollars, the exchange rate must be provided by Us.

This Policy is effective only after We have accepted the applicant for cover and whilst the applicant remains insured in accordance with the terms, provisions, conditions and exclusions laid down in this Policy.

In the event of the Insured Person's incapacity or death, his / her legal personal representative shall have the right to act for him / her or his / her estate.

## IMPORTANT NOTES:

### MEDICAL UNDERWRITING TERMS AND CONDITIONS

**Full Medical Underwriting (FMU):** this applies if, at the time of application for this Policy, you have completed a Statement of Health form declaring any Pre-existing Medical Condition; no Claim arising directly or indirectly from such conditions will be covered unless and until We have accepted them in writing.

**Continued Personal Medical Exclusions (CPME):** this applies if you have joined this Plan as a member of a Group or Company which is transferring from a previous plan which has been fully medically underwritten by another insurer, or which has been the subject of Moratorium underwriting and your Group or Company has selected CPME underwriting terms. Any exclusions, medical underwriting terms, unexpired moratorium, or waiting periods which applied to your previous plan will be carried forward and continued under this Plan, provided there has been no break in cover.

**Medical History Disregarded (MHD):** this applies if you have joined this Plan as a member of a Group or Company of more than 30 employees, and your Group

or Company has selected MHD underwriting terms. No Pre-existing Medical Conditions (with the exception of Chronic conditions) will be excluded under this Plan. General Exclusion 8.3 will be waived.

**Pre-existing Chronic conditions:** none of the above medical underwriting terms apply to Pre-existing Chronic conditions. Any Chronic condition which existed prior to the Date of Entry of an Insured Person to this Plan is excluded under this Policy (see Section 5.1 Specific Exclusion)

### RETURN TO HOME COUNTRY

Cover will continue for temporary return to the Home Country and visits to the Home Country up to a maximum of 90 days during the Period of Insurance, provided the appropriate premium to include that Geographical Area has been paid.

If the Insured Person is returning permanently to their Home Country, please contact Us to discuss continuation options.

### TRAVEL OUTSIDE THE SPECIFIED GEOGRAPHICAL AREA

When the Insured Person is travelling outside the countries of the Geographical Area specified on the Membership Certificate issued to the Insured Person We will pay for Emergency Treatment only. This emergency cover will only operate when the Insured Person does not travel for more than the number of days in total specified in the Table of Benefits in any one Period of Insurance.

Non-emergency Treatment is not covered at all outside the Geographical Area specified on the Certificate.

### MEANING OF WORDS

Wherever the following words and phrases shown below in **bold** appear in this Policy (and in the Membership Certificate AND Table of Benefits attaching to and forming part of the Policy) they will always have the meanings defined below.

**Accident** means a sudden and unforeseen bodily Injury caused by violent or external means.

**Chronic** means an Illness or Injury which has one or more of the following characteristics:

- has no known recognised cure

- continues indefinitely
- recurs or is likely to recur
- is permanent
- requires Palliative Treatment
- requires long-term monitoring, consultations, check-ups,
- examinations or tests
- requires Rehabilitation or special training to cope with it.

**Claim** means your request for payment of benefits under this policy.

**Close Relative** means a Spouse or common-law partner, mother, father, mother-in-law, father-in-law, grandparents grandchildren, daughter, son (including legally adopted daughter or son) brother, sister, brother-in-law, sister-in-law or fiancé (e) of an Insured Person.

**Coinsurance** means the proportion of a Claim which an Insured Person must pay (if any), where specified in this Policy (including the Table of Benefits and Membership Certificate).

**Commencement Date** means the date on which this Policy becomes effective, as specified in the Membership Certificate.

**Country of Residence** means the country or countries where the Insured Person has his / her primary and / or secondary home(s), as stated on the Application Form and specified in the Membership Certificate.

**Date of Entry** means the date that cover first starts for an Insured Person.

**Day-care** means Treatment provided in a Hospital where an Insured Person is admitted but is not required for medical reasons, to stay overnight.

**Deductible** means the fixed amount per Insured Person per year of insurance which the Insured Person must pay, when specified in this Policy.

**Dental Prosthesis** means porcelain crowns, bridges, or dental implants.

**Dental Surgery** means tooth extraction, and root canal Treatment.

**Dental Treatment** means an annual check-up and hygienist visit to the dentist in each Period of Insurance, including de-scaling and polishing Treatment, X-rays, scans or moulds, fillings using amalgam or composite materials, and Treatment for the relief of an infection.

**Dependant** means the Insured Person's legal spouse (or partner of the same or opposite sex who, at the time of the insured incident, has been living with the Insured Person for more than six continuous months) who is not legally separated from him/her, and the Insured Person's unmarried child, (step child, foster child or legally adopted child) aged under 19 on the date the insured person is first included under this Policy or at any subsequent renewal of the Policy (or less than 25 years old if it is evidenced that such child is continuing in full-time education) and is financially dependent on the Insured Person for support.

**Disability** means a state of physical incapacity resulting from an **Accident**.

**Elected Country** means the country within the Geographical Area specified in the Membership Certificate, pre-selected on the Application Form as the country where the Insured Person opts to receive any Major Intervention for covered medical Treatment, or subsequently selected by the Insured Person for such Major Intervention in the event of a Claim. The Elected Country must be approved by Us as suitable for the provision of the required Treatment.

**Emergency Dental Treatment** means Treatment necessary as a result of an Accident by an extra-oral impact, received within 48 hours from the date and time of the Accident for the immediate relief of pain caused by natural teeth being lost or damaged in the Accident.

**Emergency Medical Transfer** or **Evacuation** means the emergency transportation when approved by Our 24-hour Assistance Centre, and medical care during

such transportation, to move an Insured Person who suffers critical medical condition to the nearest suitable Hospital where appropriate care and facilities are available, which may not necessarily be in the Insured Person's Country of Residence.

**Emergency Outpatient Treatment** means Treatment necessary as a result of an Accidental Injury or sudden Illness, received in a Casualty/Emergency room within 48 hours of the Accident or onset of the Illness, but which does not require admission to Hospital as an In- or Day-care patient.

**Geographical Area** means the Area (according to the following list) specified in your Membership Certificate for which the appropriate premium has been paid and to which cover applies:

Area 1 comprises all countries worldwide with the exception of the following: United States of America, Canada, Anguilla, Antigua & Barbuda, Aruba, Bahamas, Barbados, Bermuda, Cayman Islands, Cuba, Curaçao, Dominica, Dominican Republic, Dutch Antilles (including St. Maarten), Grenada, Guadeloupe, Haiti, Jamaica, Martinique, Puerto Rico, St. Kitts-Nevis, St. Lucia, St. Vincent, Trinidad & Tobago, Virgin Islands.

Area 2 comprises all countries worldwide. Geographical Area includes the Home Country (provided the appropriate premium to include that Geographical Area has been paid) for temporary return to up to a maximum of 90 days during each Period of Insurance,

**Home** means the Insured Person's primary and / or secondary home(s) within the Country or Countries of Residence as stated on the Application Form and shown in the Membership Certificate.

**Home Country** means a country for which the Insured Person holds a passport or which is shown as the Insured Person's Home Country on the Application Form, and recorded as such in the Membership Certificate. When a family is covered under this Policy the Home Country will be deemed to be the single country stated on the Application Form and shown in the Membership Certificate.

**Hospital** means any institution under the constant supervision of a resident Physician which is legally licensed as a medical or surgical Hospital in the country where it is located.

**Illness** means any sickness, disease, disorder or alteration in the Insured Person's medical condition diagnosed by a Physician.

**Injury** means physical damage or harm caused to the body as a result of an Accident.

**Inpatient** means Treatment provided in a Hospital where an Insured Person is admitted and, out of medical necessity, occupies a bed for one or more nights but not exceeding 12 months in total for any one Insured Event.

**Insured Event** means an Accident or Illness occurring during the Period of Insurance within the Geographical Area which entitles the Insured Person to receive

benefits under this policy; Insured Event is deemed to include Accident or Illness occurring outside the Geographical Area for the purposes of Emergency Treatment only within the applicable Policy Limit.

**Insured Person / You / Your** means a party (together with Dependants) entitled to benefit under this Policy. each of whom is named or described on a completed Application Form or subsequent notification for whom the appropriate premium has been paid, and whom We have accepted for cover.

**Local Ambulance Services** means the necessary medical transportation to or from a local Hospital.

**Loss of Hearing** means total loss of hearing which is of a permanent and of an irreversible nature which is shown by medical evidence to be likely to continue for the remainder of Your life.

**Loss of Sight** means the total loss of sight where the degree of any sight remaining after correction is 3/60 or less on the Snellen Scale which is of a permanent and of an irreversible nature which is shown by medical evidence to be likely to continue for the remainder of Your life.

**Loss of Speech** means total loss of the ability to speak or communicate verbally which is of a permanent and irreversible nature which is shown by medical evidence to be likely to continue for the remainder of Your life.

**Major Intervention** means scheduled Treatment:

- ❖ involving surgery under general or rachidian anesthesia (excluding childbirth) which, according to Our Medical Advisor, requires a minimum of 3 nights spent in Hospital. OR
- ❖ for Accident or Illness which, according to Our Medical Advisor, requires a minimum of 7 nights spent in Hospital. OR
- ❖ for Illness involving chemotherapy or radiotherapy. OR
- ❖ involving one or more of the following, subject to submission to Us and with Our prior approval:
  - exceptionally complicated surgical operations;
  - high risk childbirth;
  - examinations involving sophisticated technology and a highly-specialised team;
  - intensive medical therapies of a lengthy duration.

**Medical Advisor** means the medical practitioner We choose to advise on Claims under this Policy.

**Medical Expenses** means expenses incurred for Treatment of an Accident or Illness as a result of an Insured Event.

**Membership Certificate** means the document attaching to and forming part of this Policy, stating amongst other things, the Policy Owner, the Insured Person, the Geographical Area, the Period of Insurance, the Programme selected and any special provisions which apply to this Policy.

**Organ Transplant** means medical Treatment incurred in respect of kidney, heart, heart-lung, liver, pancreas transplants, and does NOT include the implantation of an artificial heart.

**Orthodontics** means the use of devices in order to rectify malocclusion and re-establish correct alignment and function of the teeth.

**Outpatient** means medical Treatment provided to the Insured Person or ordered by a Physician when it is not medically necessary for an Insured Person to be admitted as an Inpatient or Day-care patient in a Hospital or any other facility for medical care.

**PAIR or SET** means a number of items of Personal Baggage associated as being similar, complementary or used together.

**Palliative** means Treatment, the primary purpose of which is only to offer temporary relief of symptoms rather than to cure the Illness or Injury causing the symptoms.

**Period of Insurance** means the period of 12 consecutive months from the commencement or Renewal Date specified in the Membership Certificate for which the appropriate premium has been paid.

**Permanent Total Disablement** means a condition which, one year after the date of disablement, is of a permanent, severe and irreversible nature which is shown by medical evidence to be likely to continue for the remainder of Your life and which in the Our reasonable opinion prevents You from engaging in any work or occupation for remuneration or profit.

**Periodontics** means Treatment in respect of gum disease.

**Personal Baggage** means items usually carried or worn by travellers for their individual use during a Trip.

**Physician** means a legally licensed medical practitioner who is a doctor recognised by the law of the country where Treatment covered under this Policy is provided and who, in rendering such Treatment is practicing within the scope of his / her license and training.

**Physiotherapy** means Treatment recommended by a Physician for medical reasons following an insured incident and provided by a licensed Physiotherapist.

**Policy Owner** means the Company, Corporation, Organisation, Employer or Individual who subscribes to this Plan and pays or undertakes to pay the appropriate premium on behalf of the Insured Person(s).

**Policy Limit(s)** means the limit of applicable benefit (per Insured Event, per year of insurance, or lifetime, as the case may be) shown in the Table of Benefits

**Pre-existing Medical Condition** means a known medical or psychological condition from which the Insured Person has suffered or for which the Insured Person has received medical Treatment (including Prescription Drugs) or of which symptoms have manifested themselves during the 24 month period prior to the Insured Person being first included for cover under this Policy.

**Prescription Drugs** means medications whose sale and use are legally restricted to the order of a Physician.

**Rehabilitation** means Treatment(s) designed to facilitate recovery from Injury, Illness, or disease so as to regain maximum self-sufficiency, form and function in as near normal manner as possible.

**Renewal Date** means each anniversary of the Commencement Date.

**Strike or Industrial Action** means any form of industrial action, whether organised by a trade union or not, which is carried on with the intention of preventing, restricting or otherwise interfering with the production of goods or the provision of services.

**Table of Benefits** means the document attaching to and forming part of this Policy, stating (amongst other things), the benefits provided under each of the available Programmes, and the maximum amounts payable in respect of those benefits.

**Total and Permanent Loss** means the permanent physical severance or loss of use of a limb or part thereof which is of a permanent and irreversible nature which is shown by medical evidence to be likely to continue for the remainder of Your life.

**Tissue Transplant** means medical Treatment incurred in respect of bone marrow and cornea transplants.

**Treatment** means any medically necessary surgical procedure or medical intervention which is required to cure an Injury or Illness or to provide relief of a Chronic condition.

**Trip** means a specific journey or travel outside Your Country of Residence which does not exceed 31 days.

**VALUABLES** means cameras, photographic and video equipment; spectacles; telescopes; binoculars; jewellery; watches; furs; leather articles; perfumes; precious stones and articles made of or containing gold, silver or other precious metals.

**We or Us / Our** means LAMP Insurance Company Limited.

## **BENEFITS & SERVICES**

Following payment of the appropriate premium, subject to the Specific Exclusions in each Section and to the General Conditions and Exclusions in Sections 7 and 8, We will arrange and / or pay for the benefits and services shown in this Policy, for Treatment following an Insured Event in the Geographical Area. We will pay the reasonable, necessary and customary costs, up to the Policy Limits for each Insured Person, in each Period of Insurance

We will not pay more than the amount specified in the Table of Benefits in respect of any single Insured Person, throughout the entire lifetime of that single Insured Person, regardless of how many Periods of Insurance that person is insured by Us.

Our liability is limited to the amount specified in the Table of Benefits in total for any newborn child who was not a named Insured Person at the commencement of the Period of Insurance.

Our liability for any Claim for an Insured Person will cease immediately on the date of their deletion from this Policy or when this Policy terminates.

Benefits are payable on behalf of the Insured Person to the licensed providers of the medical, maternity care and / or Dental Treatment and services insured under this Policy, or alternatively at Our discretion are reimbursable to the Insured Person.

Benefit payments shall be processed by Claims administrators, specialised in the handling of medical Claims, who are appointed by Us.

### **1 MEDICAL & HOSPITAL BENEFITS**

#### **1.1 Local Ambulance Services**

We will arrange and pay for the Insured Person's transport to the nearest suitable Hospital by the most appropriate means available, comprising road / off-road ambulance, train, helicopter or fixed-wing aircraft, with a medical escort if Our Medical Advisor considers necessary.

#### **1.2 Hospitalisation Costs**

We will arrange and pay for the Insured Person's Inpatient or Day-care admission to the Hospital and for the following Medical Expenses and services when recommended and / or approved by Our Medical Advisor:

- ❖ Accommodation in a single-bedded room, meals, all Hospital medical facilities, medical Treatment and services ordered by a Physician for Inpatient or Day-care admission including Surgeon's and Anesthetist's charges Physician's charges, consultations, diagnostic procedures (including CT, MRI and PET scans), surgical appliances and prostheses which are required intra-operatively, Physiotherapy and Prescription Drugs.
- ❖ Intensive care unit accommodation when medically necessary.



- ❖ If the Insured Person is a child aged under 16 who requires Hospitalisation, this benefit includes necessary overnight accommodation for one parent in the same Hospital, or when no such accommodation is available, for necessary bed and breakfast accommodation in a nearby hotel.
- ❖ Day-care surgery of a type formerly carried out on an Inpatient basis.
- ❖ Emergency Dental Treatment as a result of an Accident needing Inpatient Hospitalisation.
- ❖ Chinese traditional medicine, including herbal Treatments, acupuncture, and bone setting, when medically recommended and administered by a qualified practitioner, and subject to receipt of certification of the diagnosis and of the medical necessity for the Treatment.
- ❖ During the three month period immediately following the Insured Person's discharge from an Inpatient admission in a Hospital, post-Hospitalisation Treatment received on an Outpatient basis provided the Insured Person remains under the control and supervision of the treating Physician or specialist consultant or such Treatment has been ordered by the Physician and for which Treatments are directly resultant from the Accident or Illness for which the Insured Person was Hospitalised.

## **SPECIFIC CONDITIONS APPLYING TO SECTION 1.2**

**In the case of what Our Medical Advisor considers to be an unreasonable length of stay or unreasonable Hospital charges, We reserve the right to limit payment to what Our Medical Advisor considers to be usual, reasonable and customary costs.**

### **1.3 Emergency Outpatient Treatment**

We will arrange and pay up to the Policy Limit for Emergency Outpatient Treatment necessary as a result of an Accidental Injury or sudden acute Illness, received in a Casualty/Emergency room within 48 hours of the Accident or onset of the Illness.

### **1.4 Emergency Dental Treatment**

We will arrange and pay up to the Policy Limits for Outpatient Emergency Dental Treatment necessary as a result of an extra-oral impact and received within 48 hours from the date and time of the Accident for the immediate relief of pain the Insured Person suffers as the direct result of an Accident occurring during the Period of Insurance.

## **SPECIFIC EXCLUSIONS TO SECTION 1.4**

- a) Treatment made necessary by the Accident if:
  - ❖ the Injury was caused by eating or drinking anything, even if it contains a foreign body;
  - ❖ the damage was caused by normal wear and tear;
  - ❖ the damage was caused by tooth brushing or any other oral hygiene procedure;
  - ❖ the Injury was caused by any means other than extra-oral impact.
- b) Emergency Dental Treatment shall not include restorative or remedial work, the use of any precious metals, and Orthodontic Treatment of any kind or Dental Surgery performed in a Hospital, unless Dental Surgery is the only Treatment available to alleviate the pain.

## **2 MEDICAL TRANSFER BENEFITS**

### **2.1 Emergency Medical Transfer and Evacuation**

If during the Period of Insurance an Insured Event occurs either inside or outside the Country of Residence and which, in Our Medical Advisor's opinion requires the Insured Person's Emergency Medical Transfer or evacuation:

- ❖ We will arrange and pay all necessary costs for the Insured Person's medical transportation to the nearest suitable and appropriate Hospital, which may be in a country other than the one where the Insured Event

occurs. If the Insured Person has been Hospitalised as the result of the Insured Event, We may arrange for the Insured Person's medical transfer to a Hospital which is more suitably equipped or more suitably specialised to treat his / her condition.

- ❖ If Our Medical Advisor agrees that the Insured Person's best interests will be served by arranging for Emergency Medical Transfer or Evacuation to a country outside the Geographical Area then We will meet all subsequent medical costs of necessary Treatment agreed by Our Medical Advisor in such country.
- ❖ The most appropriate means of transport available locally will be used. If by air We will employ a regular scheduled or charter airline, or, if medically necessary in the opinion of Our Medical Advisor, a specially chartered air ambulance. If the Insured Person had been travelling by plane, transport will be in the same class as the original airline ticket (unless medical needs prescribe otherwise), but if they were not, transport will be by the airline's economy / tourist class (unless medical needs prescribe otherwise).
- ❖ When Our Medical Advisor considers necessary, We will arrange and pay for a medical escort to accompany the Insured Person.

### **SPECIFIC CONDITIONS APPLYING TO SECTION 2.1**

1. Our Medical Advisor's decision is final and We are entitled to refuse any request which is incompatible with their opinion of the Insured Person's medical condition and safety.
2. Our Medical Advisor will set up the medical team and resources to be used as and when appropriate, to ensure the Insured Person's safety during the Emergency Medical Transfer or evacuation.
3. If the Insured Person rejects the assistance procedures We propose then We shall be released from Our obligations under this Section.

### **SPECIFIC EXCLUSION APPLYING TO SECTION 2.1**

- ❖ Any subsequent transfer costs arising out of the same insured Event once We have returned the Insured Person to their Place of Residence.

### **2.2 Elective Medical Transfer**

- ❖ If We agree that it is necessary for the Insured Person to undergo a scheduled Major Intervention, We will arrange and pay for their transfer, by regular scheduled or charter airline (and with medical escort if necessary), to their Elected Country as shown in the Membership Certificate, as soon as their medical condition permits, and on condition that:
  1. there is a suitable Hospital available in the Elected Country, which accepts the Insured Person for admission, and which We approve.
  2. Our Medical Advisor is of the opinion that the transfer does not present any unacceptable medical risks;
  3. Our Medical Advisor agrees that such transfer can safely be made by regular scheduled or charter airline;
  4. the airline company accepts the Insured Person as a passenger;
  5. a suitable flight is available within a time appropriate to their condition.

**In an emergency, We will only agree to the Insured Person's transfer to the Elected Country if such election does not significantly delay the Emergency Medical Transfer or evacuation.**

- ❖ Once (and no more than three days after) Physicians have pronounced the Insured Person fit to travel after the transfer, We will arrange and pay all necessary costs for the Insured Person to return to their Home (or to a suitable Hospital nearby) by the same mode of travel as above. When Our Medical Advisor considers necessary, We will arrange and pay for a medical escort to accompany the Insured Person

### **SPECIFIC EXCLUSIONS APPLYING TO SECTION 2.2**

- a) The Insured Person's election of transfer to a country which would significantly delay their Emergency Transfer or evacuation.
- b) Transfer to any Elected Country which is not approved by Our Medical Advisor for any reason.
- c) Any payment in respect of care of an unaccompanied child under Section 2.2.i in the event of a scheduled Major Intervention which does not involve the Insured Person's Emergency Medical Transfer or evacuation.

### **3 BENEFITS FOLLOWING DEATH**

If the Insured Person dies outside the Home Country during the Period of Insurance as the result of an Insured Event, We will provide one of the three following benefits according to the wishes of the Insured Person expressed prior to death or those of the next-of-kin. We will arrange and pay:

#### **3.1 Repatriation of Remains**

- ❖ for preparation and repatriation (by air) of the mortal remains of the Insured Person from the country where death occurs to the place of the funeral in the Home Country or in the Country of Residence. We will make all necessary arrangements as required under international regulations and will pay up to US\$300 towards the cost of the coffin.
- ❖ the additional travel costs of one other person (who was accompanying the deceased at the time of death) to return by first class train or economy / tourist class air travel to attend the funeral.

OR

#### **3.2 Cremation**

- ❖ up to US\$300 towards the cost of cremation in the country where death occurs; and
- ❖ for transportation of the funeral urn to the Home Country or to the Country of Residence.

OR

#### **3.3 Local Burial**

- ❖ up to US\$1,000 for burial in the country where death occurs.

### **SPECIFIC EXCLUSIONS APPLYING TO SECTION 3**

Cover does not extend to the costs of a religious practitioner or floral tributes.

### **4 TRAVEL AND MEDICAL ASSISTANCE**

The following services are provided by our 24-hour Assistance Company, MEDILINK-TH [24/7 Hotline: +66 (0) 2619 1115]. They are provided purely on a referral or arrangement basis. Neither We nor Medilink-Th shall be responsible for any third party expenses, which shall be solely the Insured Person's responsibility.

#### **4.1 Travel Assistance Services**

The Insured Person may contact Medilink-Th to obtain the following travel information and services before starting or during his journey:

- 24 hour Assistance Call Centre
- Pre Travel Medical Advice
- Hotel Reservation and guarantee
- Limousine & Taxi Reservation and guarantee
- Air Ticket Reservation and guarantee

- Visa & Embassies Information
- Cash Advance
- Lost Passport Assistance
- Legal Assistance
- Lost Baggage Retrieval

## **4.2 Travel Companion**

We will arrange and pay the reasonable travel costs of one other person to accompany the Insured Person during transportation, being a relative or friend travelling with the Insured Person at the time of the Insured Event; in addition, We will pay for that person's overnight accommodation to stay near by the Insured Person while the Insured Person is Hospitalised, up to US\$100 each night for a maximum of 10 nights.

- ❖ Once (and no more than three days after) Our Medical Advisor has pronounced the Insured Person fit to travel after the transfer, We will arrange and pay all necessary costs for the Insured Person to return to their nearest Place of Residence (or to a suitable Hospital nearby) by the same mode and class of travel as above.

When Our Medical Advisor considers necessary, We will arrange and pay for a medical escort to accompany the Insured Person.

We will also arrange and pay the reasonable travel costs of the travelling companion to return to their nearest Place of Residence.

## **4.3 Additional Transportation Benefits**

If, following an Insured Event, We have carried out an Emergency Medical Transfer or Evacuation under this section, or the Insured Person has been Hospitalised within the terms of Section 1, We will provide the following benefits.

### **4.3.1. Care of Unaccompanied Children**

- ❖ If any one or more of the Insured Person's children is left at home unsupervised, We will arrange and pay for them to travel to a destination specified by the Insured Person within the Geographical Area, by first class rail or economy / tourist class air travel. Alternatively, We will arrange and pay for one return ticket by first class rail or economy /tourist air travel for a person nominated by the Insured Person to travel to the home to care for the child / children.
- ❖ If any one or more of the Insured Person's children was accompanying them on a journey, We will arrange and pay necessary additional travel costs, by the same means and class as their original ticket, for the child or children to return Home or continue to a destination specified by the Insured Person within the Geographical Area.
- ❖ In either case We will also pay the travel costs of one adult to accompany the child or children. When the Insured Person cannot nominate this adult, We will arrange and pay for a suitable escort.

### **4.3.2. Visit of Relative or Friend**

If no travelling companion is available to accompany the Insured Person during the Emergency Medical Transfer or evacuation, and the Insured Person is Hospitalised more than 400 km (250 miles) from their nearest place of residence:

- ❖ We will arrange and pay for one return trip, by first class rail or by economy/tourist class air travel, for a nominated relative or friend to travel to the location where the Insured Person is Hospitalised.
- ❖ We will pay for necessary overnight accommodation for the Insured Person's nominated relative or friend while the Insured Person remains Hospitalised, up to US\$100 each night for a maximum of 10 nights.

## **SPECIFIC EXCLUSIONS APPLYING TO SECTION 4.3**

- a) Any additional travelling costs incurred by the nominated relative or friend if it is necessary for Us subsequently to arrange for the Insured Person's transfer to a second Hospital inside the same country.

## 5 MATERNITY AND CHRONIC CONDITION COVER

### 5.1 Chronic Conditions

From the date that Our Medical Advisor considers an Injury or Illness to have become 'Chronic' (as defined), all and any subsequent cover for Chronic episodes of that condition shall, be limited to the Policy Limit specified in the Table of Benefits for each Chronic condition in each Period of Insurance in respect of all necessary and reasonable Treatment costs.

The first onset, or an acute exacerbation of a Chronic condition will be covered under Section 1.2 of this policy, subject to the policy terms and conditions, to expedite a full recovery or return to previous state of health.

#### SPECIFIC EXCLUSIONS TO SECTION 5.1

Treatment for a Chronic condition which existed prior to the Date of Entry of an Insured Person under this Policy.

### 5.2 Maternity Care

**Provided your selected Programme includes this benefit** We will arrange and pay up to the Policy Limits for maternity care when the Insured Person's expected delivery date is at least 12 months after the initial Date of Entry to this Policy.

We will pay up to the Policy Limits in total each pregnancy (as agreed by Our Medical Advisor as being usual reasonable and customary), for the following:

- ❖ Pre-natal examinations by a Physician;
- ❖ All costs of normal childbirth.
- ❖ Post-natal examinations by a Physician.
- ❖ Home Delivery

If however any medical complications arise in connection with pregnancy or childbirth, the cover under Section 1.2 of this Policy will apply instead, and the Insured Person will be covered up to the Policy Limit in respect of any necessary Medical Expenses arising from such medical complications (subject still to the Insured Person's expected delivery date being at least 12 months after the initial Date of Entry to this Policy).

#### SPECIFIC EXCLUSIONS TO SECTION 5.2

- a) Terminations of pregnancy, other than miscarriage, ectopic pregnancy and stillbirth.
- b) Elective caesarean section deliveries not agreed by Our Medical Advisor as being medically necessary and Treatment consequent of such deliveries.
- c) Ante-natal classes, mid-wifery costs when not directly associated with the delivery.
- d) Complications which may arise during or as a result of a planned home birth delivery.
- e) The transfer of a pregnant woman to Hospital to give routine childbirth, unless Our Medical Advisor considers it is necessary due to medical complications.

## 6 OPTIONAL POLICY EXTENSIONS

**Provided you have selected one or more of the following extensions** We will also arrange and pay up to the Policy Limits for:

### 6.1 Outpatient Care

We will pay necessary costs agreed by Us up to the Policy Limits for Outpatient services, including

- ❖ Physicians fees, and Prescription Drugs
- ❖ Laboratory and X-Ray fees, medical scanning, imagery services, and Physiotherapy.

## **6.2 Complementary Medicine**

We will pay up to Policy Limits for Chiropractic, osteopaths, and homeopaths fees when referred and recommended by a Physician.

Chinese traditional medicine, including herbal Treatments, acupuncture, and bone setting, shall be covered when medically recommended and administered by a qualified practitioner, and subject to receipt of certification of the diagnosis and of the medical necessity for the Treatment.

If Our Medical Advisor considers necessary, We will pay up to the Policy Limits for the purchase or hire of crutches, walkers, wheelchairs and basic orthopaedic prostheses and equipment.

## **6.3 Optical Care**

We will pay up to the Policy Limits for the cost of:

- ❖ One annual vision test in each Period of Insurance.
- ❖ Glasses or contact lenses prescribed by an ophthalmologist, subject to an overall maximum of US\$100 each Insured Person in total in any one Period of Insurance.

### **SPECIFIC EXCLUSIONS APPLYING TO SECTION 6.3**

- a) Contact lenses supplied for purely cosmetic purposes only.
- b) Sunglasses of any kind, including prescription sunglasses.

## **6.4 Routine Health Check**

We will pay up to the Policy Limits for the cost of examinations of the Insured Person (having regard to their age) to ascertain the potential presence of Illness or disease; these may include, (but are not limited to):

- ❖ Vital signs, including blood pressure, cholesterol, pulse, respiration, temperature;
- ❖ Cardiovascular and neurological examinations;
- ❖ Cancer screening including mammogram, PAP smear, colon prostate,
- ❖ Well Child examination.

### **SPECIFIC CONDITION APPLYING TO SECTION 6.4**

Payment is subject to receipt of a fully completed Claim form, together with supporting bills, the medical results and reports of the examinations.

## **6.5 Dental Care**

We will arrange and pay (up to the Policy Limits and subject to any Coinsurance and/or waiting periods) the cost of:

- ❖ Dental Treatment
- ❖ Dental Surgery
- ❖ Dental Prosthesis

### **SPECIFIC EXCLUSIONS APPLYING TO SECTION 6.5**

- a) Any Claim in the first six months from the Commencement Date of this Policy or the Date of Entry of the Insured Person (whichever is the later)

- b) Any Claim for dental care if the Insured Person has not undergone all necessary Treatment recommended by a dental practitioner prior to their Date of Entry to this Policy.
- c) Dental procedures other than those specified; Orthodontics and Periodontics; the cost of precious metals in any dental procedure; dentures; surgery related to dental implants.

**6.6 Personal Accident Insurance**

We will pay the Benefit specified in the following Schedule of Benefits should an Insured Person sustains Injury resulting from an Accident:

<b>Schedule of Benefits</b>	<b>Benefit Payable as a % of the Sum Insured Specified in the Schedule</b>
1. Death other than as a result of a motorcycle accident	100%
2. Death as a result of a motorcycle accident	50%
3. Permanent Total Disablement	100%
4. Loss of Sight in	
4.1. Both eyes	100%
4.2. One eye	50%
5. Total and Permanent Loss of	
5.1. Two or more limbs	100%
5.2. One limb	50%
5.3. Four fingers and thumb of one hand	50%
5.4. Four fingers of one hand	40%
5.5. A thumb	25%
5.6. One index finger	15%
5.7. Any one other finger	10%
5.8. All toes of one foot	15%
5.9. Big toe	7.5%
5.10. Any one other toe	5%
6. Loss of Speech	50%
7. Loss of Hearing in	
7.1. Both ears	50%
7.2. One ear	20%

**Subject to:**

- A. The maximum Benefit payable in respect of any one Insured Person in respect of any one Accident shall not exceed the Personal Accident Sum Insured specified in the Schedule in respect of that Insured Person.
- B. Where an Insured Person suffers Total and Permanent Loss of part of a limb not otherwise provided for under Items 5.1 to 5.10 We shall at Our absolute discretion determine the percentage payable in respect of such loss.
- C. The maximum Death Benefit payable in respect of an Insured Person aged 17 years or younger or in full-time education will not exceed \$5,000.
- D. The maximum benefit payable in total in respect of all Insured Persons in respect of any one accident will not exceed 3 times the highest Sum Insured specified in the Schedule.

**SPECIFIC EXTENSION APPLYING TO SECTION 6.6**

- 1. Death or Injury caused by the effects of
  - a. Drowning;
  - b. unavoidable exposure to natural elements; or
  - c. suffocation by smoke, poisonous fumes or gas

will be deemed to have resulted from Accidental Injury provided that such events do not arise from an Insured Person's intentional, wilful or reckless acts.

2. If after a reasonable period of time has elapsed and all available evidence has been examined, there is reason to presume the death of the Insured Person as a result of an Accident, the disappearance of the Insured Person will be deemed a claim under Death benefit section of this insurance. If at any time after payment of such claim by Us the Insured Person shall be found to be living, all sums so paid will be refunded to Us.

## **SPECIFIC EXCLUSIONS APPLYING TO SECTION 6.6**

In addition to the GENERAL EXCLUSIONS the following Exclusions will apply to this Section:

- 1) Any Claims which arises directly or indirectly resulting from:
  - a) The Insured Person's own criminal act.
  - b) Being under the influence of alcohol or drugs, otherwise than under the direction of a registered medical practitioner provided that such direction is not for treatment for drug addiction or dependence.
  - c) Sickness or disease, bacterial or viral infections even if contracted by Accident.
  - d) Existing defect or chronic or recurring disease, disorder or other condition unless We have accepted it in writing and specifically stated it as covered under this Section of this Policy.
  - e) Post Traumatic Stress Disorder, psychiatric, mental or nervous disorder, anxiety and or depression.
  - f) Human Immunodeficiency Virus or HIV related Illness, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related complex (ARC) and any similar infections, Illnesses, injuries or medical conditions arising from.
  - g) Pregnancy, childbirth, abortion, miscarriage or any complications arising from such.
  - h) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), act of terrorism, civil war, rebellion, revolution, insurrection, military or usurped power or taking part in civil commotion or riot of any kind.

(For the purpose of this exclusion, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear).
  - i) The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- 2) Any claim arising:
  - a) After the expiry of the Period of Insurance during which the Insured Person attains the age of sixty-five years.
  - b) From any injury more than 12 months after the Accident giving rise to Bodily Injury.

## **6.7. Travel Insurance**

### **6.7.1. CANCELLATION OR CURTAILMENT – Up to \$2,000**

Cancellation or Curtailment cover applies if You have booked a Trip within the Period of Insurance, but You are forced to cancel Your travel plans or cut short a Trip You have already commenced, for any of the following reasons:-

- a) Unforeseen illness, injury or death of You or any person with whom you are going to travel or stay during the Trip.
- b) The death, imminent demise, or hospitalisation due to serious accident or illness of a Close Relative.



- c) Strike or industrial actions of which You were unaware at the time You booked the Trip.
- d) You or any person with whom You plan to travel or stay being called up for Jury Services or being subpoenaed as a witness in a Court of Law (other than in a professional capacity)
- e) After You have booked your trip and effected cover under this policy the UK Foreign & Commonwealth office or equivalent in Your Country of Residence announces that travellers are recommended to avoid the country or area you have planned to visit, and Your Travel Agent, or Tour Operator; cannot provide a refund or equivalent alternative holiday arrangements.

We will reimburse up to a maximum of \$2,000 per Insured Person in total under this Policy for financial loss You suffer, being non-refundable deposits and amounts You have paid (or have contracted to pay), for travel and accommodation You do not use because of Your inability to commence travel or complete the Trip.

**Your cancellation or curtailment must be necessary and unavoidable in order for You to claim.**

**You must notify the Carrier or Travel Agent immediately the event which may necessitate the cancellation or curtailment occurs, to minimise Your loss as far as possible Mapfre Asistencia will only be responsible for the cost of cancellation that applied at the time the Insured Person became aware of the reason for cancellation.**

### **SPECIFIC EXCLUSIONS APPLYING TO SECTION 6.7.1**

- a) Any simple disinclination to travel or continue travelling.
- b) Any known Pre-existing Medical Condition affecting You or any person whose illness or death would cause You to cancel or curtail Your Trip, unless You have declared the condition to Us and We have written to You accepting it for insurance.  
  
For the purposes of this Section Pre-existing Medical Condition means a known medical or psychological condition from which the Insured Person or a Close Relative has suffered or for which the Insured Person or a Close Relative has received medical Treatment (including Prescription Drugs) or of which symptoms have manifested themselves during the 24 month period prior to the Insured Person being first included for cover under this Policy.
- c) Any claim arising from pregnancy where Your Trip was due to commence within 8 weeks of the estimated date of delivery.
- d) Claims arising from actual or planned Strike or Industrial Action which was common knowledge at the time You made travel arrangements for the Trip.
- e) Withdrawal from service of aircraft or sea vessel on which You are booked to travel, by order or recommendation of the regulatory authority in any country. You should direct any claim in this case to the transport operator involved.
- f) Failure by the provider of any part of the booked Trip to actually supply the service or transport (whether as the result of error, Insolvency, omission, default or otherwise).
- g) Claims arising from the refusal of the transport provider to allow an Insured Person to travel for whatever reason.
- h) Any claim which arises from Your financial circumstances.
- i) Any cancellation or curtailment caused by work commitments or amendment of Your holiday entitlement by Your employer.
- j) Any claim resulting from Your inability to travel due to Your failure to hold or obtain a valid passport and/or any required visa/travel documents in time for the booked Trip.
- k) Prohibitive regulations by the Government of any country, or delay or amendment of the booked Trip due to Government action.
- l) The cost of this Policy

- m) Additional costs for which the Insured Person becomes responsible as a result of not cancelling a Trip immediately there is reason for a Trip to be cancelled.
- n) Any curtailment costs not approved by Us in advance.
- o) The first \$50.00 per Insured Person per claim other than loss of deposit where the excess is reduced to \$30.00.
- p) Anything mentioned in the General Exclusions.

### **6.7.2. TRAVEL DELAY – Up to \$200**

If as a direct result of strike, industrial action, adverse weather conditions, or mechanical breakdown of or accident to aircraft or sea vessel Your first outward or final inward flight or sea crossing from or to your Country of Residence, and forming part of a booked trip and specified on Your ticket is delayed for 12 hours beyond the intended departure time

- a) We will pay the sum of \$45 per Insured Person for each full 12 hours Your departure is delayed and if such delay included an overnight stay We will pay up to an additional \$25 per Insured Person for accommodation costs up to a maximum of **\$200**;

**Or**

- b) You can choose instead to abandon Your trip and submit a Cancellation claim up to the limit of Section 6.7.1.

### **SPECIFIC EXCLUSIONS APPLYING TO SECTION 6.7.2**

- a) Claims arising from actual (or planned) Strike or Industrial Action which was common knowledge at the time You booked the Trip.
- b) Withdrawal from service of the aircraft or sea vessel on which You are booked to travel, by order or recommendation of the regulatory authority in any country. You should direct any claim to the transport operator involved.
- c) Claims where You have not obtained written confirmation from the Carrier stating the period and reason for delay.
- d) Accommodation costs where such is provided by the carrier.
- e) Anything mentioned in the General Exclusions.

### **6.7.3. PERSONAL BAGGAGE – Up to \$1,500**

If in the course of a Trip, Your Personal Baggage is damaged, stolen or destroyed We will indemnify You up to an overall maximum of \$1,500 per Insured Person in total under this Policy.

We have the option to either pay You for the loss, or replace, reinstate or repair the items concerned.

Payment will be on the basis of the current value of the items concerned, after a deduction for normal wear and tear and bearing in mind the age of the items. If the items concerned are less than one year old, payment will be on a "new for old" basis.

The maximum We will pay for any one article or for any one Pair or Set of articles is \$500. Also, the maximum We will pay under this Policy for jewellery and photographic equipment owned by all Insured Persons is limited to \$500.

You must take sufficient precautions to secure the safety of Your Personal Baggage and must not leave it unsecured or outside Your reach or unattended at any time in a place to which the public have access. When claiming for stolen goods You must produce a receipt for the purchase of the original goods wherever possible, which will simplify our assessment of the claim and speed up payment.

You must report stolen Personal Baggage to the local Police or to the Carrier, as appropriate, (damage to Personal Baggage in transit must be reported to the Carrier), within 24 hours of this incident. If You are unable to obtain a

report from the Police, then You must report the loss to Your hotel or accommodation management, or to Your Tour Operator representative.

You must produce to Us written documentation from one of the parties listed above confirming that the theft, damage or destruction occurred during the Trip – otherwise no claim will be paid.

### **SPECIFIC EXCLUSIONS APPLYING TO SECTION 6.7.3**

- a) Any item loaned, hired or entrusted to You.
- b) Any item that has been deemed 'lost' i.e. not stolen, damaged or destroyed.
- c) Items carried as freight or under a bill of lading.
- d) Personal Baggage stolen from an unattended motor vehicle if the items concerned have not been locked out of sight.
- e) Any items left unattended or unsecured.
- f) loss or theft from Your accommodation unless there is evidence of forced entry and such is confirmed by a police report.
- g) Theft of Valuables from an unattended motor vehicle or from luggage in transit.
- h) Electrical or mechanical breakdown or derangement of the article insured.
- i) Wear and tear, moth or vermin, denting or scratching or any process of dyeing or cleaning.
- j) Confiscation or detention by Customs or other lawful officials and authorities.
- k) Contact or corneal lenses, dentures, bonds, securities, stamps or documents of any kind, musical instruments, typewriters, computer equipment of any kind and/or their accessories, glass, china, antiques, pictures, unset precious stones, pedal cycles, hearing aids, coupons, personal organisers, mobile or portable or "Smart" telephones, televisions, CD, MP3 or DAT players, vehicles or accessories, boats and/or ancillary equipment, samples or merchandise or business goods or specialised equipment relating to a trade or profession.
- l) Damage to fragile or brittle articles unless by fire or resulting from an accident to a sea going vessel, aircraft or vehicle.
- m) Damage caused by leakage of powder or liquid carried within personal effects or baggage.
- n) Liability in respect of a Pair or Set of articles where We shall be liable only for the value of that part of the Pair or Set which is lost or damaged.
- o) Sports gear whilst in use.
- p) Losses from a roof or boot luggage rack.
- q) The first \$50.00 per Insured Person per claim.
- r) Anything mentioned in the General Exclusions.

### **6.7.4. BAGGAGE DELAY - Up to \$150**

If your luggage is certified by the Carrier to have been lost or misplaced on the outward journey of a Trip for a period in excess of 12 hours, then You can claim an amount of up to \$150 for the purchase of essential items of clothing and toiletries. Receipts must be provided.

Such sums will be refundable to Us if the luggage or any part of it proves to be permanently lost and/or a valid claim is made under Section 6.

### **SPECIFIC EXCLUSIONS APPLYING TO SECTION 6.7.4**

- a) Anything mentioned in the General Exclusions

### **6.7.5. MONEY & PASSPOST – Money up to \$300; Passport up to \$300**

If, during a Trip, the money You are carrying on Your person or You have left in a safety deposit box is lost, stolen, damaged or destroyed, We will indemnify You up to an overall maximum of \$300 per Insured Person in total.

The maximum We will pay for cash belonging to an Insured Person aged under 16 is \$100.

If Your passport is lost or stolen outside Your Country of Residence during a Trip, We will pay up to a maximum of \$300 per Insured Person in respect of reasonable additional travel and accommodation expenses You incur abroad to obtain a replacement passport.

You must report loss of money and/or passport to the local Police or to the Carrier, as appropriate, within 24 hours of the incident. If You are unable to obtain a report from the police, then You must report the loss to Your hotel or accommodation management, or to Your Tour Operator representative.

You must produce to Us written documentation from one of the parties listed above confirming that the loss or theft occurred during the Trip – otherwise no claim will be paid.

Foreign currency exchange receipts showing the amount must be retained as these will be required to substantiate Your claim.

### **SPECIFIC EXCLUSIONS APPLYING TO SECTION 6.7.5**

- a) Shortage or loss due to error, omission, depreciation in value, or confiscation or detention by Customs or other lawful officials and authorities.
- b) The first \$50.00 per Insured Person per claim (reduced to \$25.00 for Insured Persons aged under 16).
- c) Anything mentioned in the General Exclusions.

### **6.7.6. WINTER SPORTS**

**Provided You have selected this Option** Benefits under the Sections of cover described above are extended as follows. All conditions and exclusions (except where these are amended below) continues to apply to the Sections mentioned. Please refer back to the appropriate Section.

Cover under Winter Sports is limited to 21 days in any one Period of Insurance to any one Insured Person.

#### **6.7.6.1. CANCELLATION OR CURTAILMENT**

The cover under Section 6.7.1 includes financial loss You suffer and You cannot recover, or for payments You have made (or have contracted to pay) for unused ski pass or ski school fees if You are certified by a medical practitioner at the Ski resort as being unable to ski as a direct result of injury or sudden and unforeseen illness occurring during the Trip, We will pay to You a proportionate refund in respect of charges for unused ski pass or ski school fees up to a maximum of \$300.

### **SPECIFIC EXCLUSIONS APPLYING TO SECTION 6.7.7.1**

- a) Anything mentioned in the General Exclusions or the Exclusions attaching to Sections 6.7.1.

#### **6.7.6.2. SKIS, SKI EQUIPMENT & SKI PASS**

The cover under Section 6.7.3 is extended to apply to damage to, and loss or theft of Skis (including bindings and snow boards) and Ski Equipment belonging or hired to You up to a maximum of \$500 per Insured Person.

Skis and Ski Equipment are covered against damage or loss whilst in use.

Skis are covered when locked to a roof-rack, which is itself locked to the roof of a vehicle.

Cover under Section 6.7.5 is extended to include Your ski pass.

### **SPECIFIC EXCLUSIONS APPLYING TO SECTION 6.7.7.2**

- a) There is no cover for the loss or theft for Skis or Ski Equipment left unattended in a place to which the general public have access.
- b) Anything mentioned in the General Exclusions or the Exclusions attaching to Sections 6.7.3 or 6.7.5.

#### **6.7.6.3. BAGGAGE DELAY - SKIS and SKI EQUIPMENT - Up to \$250**

If your luggage is certified by the Carrier to have been lost or misplaced on the outward journey of a Trip for a period in excess of 12 hours, then You can claim an amount of up to \$50 per day up to a maximum of \$250 per insured person for the hire of necessary Skis and Ski Equipment.

When claiming for the temporary loss in transit you must provide certification by the Carrier to the items having been lost or misplaced on the outward journey of a Trip for a period in excess of 12 hours.

Hire costs must be reasonable and for comparable items to those the subject of the delay.

### **SPECIFIC EXCLUSIONS APPLYING TO SECTION 6.7.7.3**

- a) Anything mentioned in the General Exclusions

#### **6.7.6.4. PISTE CLOSURE – Up to \$250**

If during a Trip You are prevented from skiing at the pre-booked resort for more than 24 consecutive hours, because insufficient snow causes a total closure of the lift system (other than baby drags and lifts used for transport within the resort by non-skiers) We will reimburse up to \$50 per day and \$250 in all per Insured Person:

- a) For all reasonable travel costs and lift pass charges You have to pay to travel to and from a similar areas to ski.

**OR**

- b) As a cash benefit payable if no suitable alternative skiing is available.

### **SPECIFIC EXCLUSIONS APPLYING TO SECTION 6.7.7.4**

- a) Claims arising from closure of the Winter Sports lift system due to avalanches or dangerously high winds.
- b) Trips in the Northern Hemisphere outside the period commencing 1<sup>st</sup> November and ending 31<sup>st</sup> March.
- c) Trips in the Southern Hemisphere outside the period commencing 1<sup>st</sup> May and ending 30<sup>th</sup> September.
- d) Anything mentioned in the General Exclusions.

### **6.7.7. GENERAL CONDITIONS APPLYING TO SECTIONS 6.7**

In addition to the General Conditions in Section 7 below the following conditions are applicable to Section 6.7

6.7.7.1. You must exercise reasonable care for the supervision and safety of Your property and of Your person. You must take all reasonable steps to avoid or minimise any claim. You must act as if You are not insured. You must take all practicable steps to recover any article stolen and to identify and ensure the prosecution of the guilty person(s). We may at any time at our expense take such action as We deem fit for the recovery of the property stolen or stated to be stolen.

6.7.7.2. In the event of a valid claim, You shall allow Us the use of any relevant travel tickets You are not able to use because of the claim.

6.7.7.3. You will be required to reimburse to Us, within one month of our request to You, any costs or expenses We have paid out on Your behalf which are not covered under the terms of the insurance.

### **6.7.8. GENERAL EXCLUSIONS APPLYING TO SECTION 6.7**

In addition to the General Exclusions in Section 8 the following Exclusions are applicable to Section 6.7

- 6.7.8.1. Any claim where any one Trip exceeding the duration of 31 days or where all Trips taken by an Insured Person exceed 90 days in any one Period of Insurance.
- 6.7.8.2. Any claim when You have not paid the appropriate premium for the cover required.
- 6.7.8.3. Consequential loss of any kind arising from the provision of, or any delay in providing the services to which this Policy relates.

### **7. GENERAL CONDITIONS APPLYING TO WHOLE POLICY**

The following conditions apply to all parts of this Policy:

- 7.1. The Insured Person must declare to Us all facts which are likely to affect this Policy - failure to do so may prejudice a Claim. If there is doubt whether or not a fact is material, it should be declared; disclosure and / or reports made to Us by an Insured Person's Physician are deemed to be made by and on behalf of the Insured Person and are subject to the same duty.
- 7.2. If you have been accepted for insurance under this Plan under Full Medical Underwriting conditions you must have declared to Us on the Application Form any and all known Pre-existing Medical Conditions (as defined). Such Pre-existing Medical Conditions as declared by the Insured Person are subject to the special terms, conditions, exclusions and/or limitations specified on the Membership Certificate or endorsed on this Policy.
- 7.3. The Insured Person must inform Us immediately of any change in the information given on the Application Form, in particular, relating to the Insured Person's address or Country of Residence, the birth or adoption of a child or any other change involving the Insured Person's Dependant(s). Newborns can be added to the Policy from the date of birth provided notification of birth is received within 14 days; otherwise the addition will take effect from the date of notification.
- 7.4. Full compliance with the terms and conditions of this Policy is necessary before a Claim will be paid.
- 7.5. In all cases We require a completed Claim form, together with full original supporting evidence to substantiate the expense, such as receipts and reports.
- 7.6. The Insured Person must take all reasonable steps to avoid or minimise any Claim. The Insured Person must act as if not insured.
- 7.7. The provision of benefits and services under this Policy is subject to local availability, national and international law, regulation and authorisations.
- 7.8. We are entitled to take over the Insured Person's rights in the defence or settlement of a claim or to take proceedings in the Insured Person's name for Our own benefit against another party and We shall have full discretion in such matters.
- 7.9. We may, at any time, pay to the Insured Person Our full liability under this Policy after which, We shall have no further liability in any respect.
- 7.10. If another insurance company or a state scheme pays part of the Insured Person's Claim the Insured Person must send Us the original bill which clearly shows the amount paid by the insurer or scheme.
- 7.11. If We have admitted liability, any dispute as to the interpretation of this Policy, or as to any rights or obligations under it shall be referred to Arbitration under the provisions laid down under current legislation. Where a dispute is referred to Arbitration under this provision, the Insured Person shall not exercise any right of action against Us before an award is made.
- 7.12. If any fraudulent means or devices are used to obtain any benefit under this Policy, it shall be void and the premium paid shall be forfeited. We may demand immediate repayment of any such benefit paid.

- 7.13. We shall not cancel this Policy for covered medical reasons, unless We decide not to continue to underwrite this type of insurance in the insured person's Country of Residence. If this does occur, We shall give the Policy Owner not less than 120 days' notice in writing prior to the next annual Renewal Date.
- 7.14. The Policy Owner must advise Us immediately of any Insured Person leaving or joining the Plan in the course of the current Period of Insurance. Joiners and Leavers will be added / deleted from the Plan from the date of notification or from such later date notified. Premiums due or refundable in respect of such Insured Persons shall be charged or credited on a daily pro-rata basis.
- 7.15. The Policy Owner may terminate this policy:
- a) after an initial period of six months following its
  - b) Commencement Date; or
  - c) following any subsequent renewal.
- 7.16. Termination shall take effect from the date the notice is received or on any later date specified in the notice. If premium has been paid for any period beyond the date of termination then subject to there being no Claims against the Policy, a pro-rata refund will be made equivalent to the unexpired portion of the Period of Insurance less a ten per cent (10%) deduction for administration costs. No refund will be paid if the unexpired portion is less than 2 complete months.
- 7.17. We may refuse to renew this Policy, but if We offer renewal terms in writing and no notice of termination or unwillingness to renew on such terms has been received in writing within 14 days of Our offer, this Policy shall automatically renew for a further 12 months on those renewal terms.
- 7.18. We will automatically cancel your cover if you fail to pay your premium on or before the date it is due, or if we are unable to collect your premium from your debit or credit card, or if we are unable to collect your premium by direct debit. However we may allow your cover to continue without you having to complete a new application form and Statement of Health form if you pay the outstanding premium within 30 days of its due date. If you incur Medical Expenses during this 30 day period, we will not settle your claim until we have received the full outstanding premium due.
- 7.19. If your premium is outstanding for more than 30 days you can apply to have your cover reinstated but you will have to complete and send to Us a Statement of Health form together with payment of all outstanding premiums. If your state of health has changed We reserve the right to decline to renew your cover, or to continue to insure you at special terms. Cover can only be renewed once We have received a satisfactory Statement of Health form and payment of all outstanding premiums. If a renewal premium is outstanding for more than 60 days, you will have to apply for a new Plan and the Pre-existing Medical Condition exclusion (8.3) will apply from your Date of Entry to your new plan.
- 7.20. At the renewal of this Policy Pre-existing Medical Conditions prior to the Date of Entry of an Insured Person will continue to be excluded or be subject to the special terms shown on the Membership Certificate or endorsed on this Policy during the whole of the following Period of Insurance.
- 7.21. If We authorise Treatment or payment for it, which proves to be the insured Person's responsibility, whether because it is subject to an exclusion, Deductible, Co-insurance or otherwise, the Insured Person shall pay Us all sums (or the appropriate proportion, as the case may be) We have paid or incurred.
- 7.22. We are not obliged to accept premium payments which are not in US Dollars, but if We do, We shall determine the exchange rate. All benefits shown are in US dollars.

## **8 GENERAL EXCLUSIONS APPLYING TO WHOLE POLICY**

You are not insured and We will not pay under any part of this Policy for:

- 8.1 Any expenses, treatment, medical or dental condition or procedures relating thereto not specifically stated in this Policy as being insured; (ii) sums in excess of the Policy Limits; (iii) any expense which We and / or Our Medical Advisor considers to be unreasonable, unnecessary or excessive; (iv) any sum in excess of US\$500

where We have not given prior approval; (v) costs which would have been incurred if the Insured Event had not occurred.

- 8.2 The Deductible and / or Coinsurance (where applicable) specified in this Policy, the Table of Benefits and your Membership Certificate.
- 8.3 Any claim arising from a Pre-existing Medical Condition unless and until such condition has been declared to Us and We have accepted it in writing.
- 8.4 Any Claim arising from a medical condition which, under CPME underwriting, would be excluded by the previous insurer.
- 8.5 Any Claim involving fraud, misrepresentation or concealment or their consequences.
- 8.6 Any Claim arising from: (i) self-inflicted Injury (including suicide or attempted suicide); (ii) needless self-exposure to peril (except in an attempt to save human life); (iii) travel undertaken against medical advice.
- 8.7 Treatment for drug and substance abuse (including alcohol) or dependency or other addictive condition and any condition arising directly or indirectly there from.
- 8.8 Contraception, sterilisation (or its reversal), fertilisation, vasectomy, venereal disease, sexually transmitted diseases, gender reassignment or any other form of sexual related condition, infertility and any related condition or form of assisted reproduction.
- 8.9 Chronic or end-stage kidney failure which has required regular or long-term dialysis.
- 8.10 Travel outside the Geographical Area specified on the Membership Certificate for more than the daily limit shown in the Table of Benefits in any one Period of Insurance, or the Insured Person's permanent return to their Home Country.
- 8.11 Claims arising from birth injuries or defects, hereditary conditions or congenital Illness or anomalies more than two months following birth.
- 8.12 Any costs relating to both in-patient and out-patient psychiatric care.
- 8.13 Artificial heart implantation.
- 8.14 Any costs arising after expiry of the current Period of Insurance, unless this Policy has been renewed for a subsequent 12 months.
- 8.15 The costs associated with locating a replacement organ or any costs incurred for the removal of the organ from the donor, transportation costs of the organ and all associated administration costs. All costs associated with organs not specified within the meaning of words of Organ Transplant.
- 8.16 Any costs relating to tissue transplant.
- 8.17 Costs in excess of US\$50,000 for the lifetime of each Insured Person for care or medical Treatment which arises directly or indirectly from Human Immunodeficiency Virus or HIV related Illness, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related complex (ARC) and any similar infections, Illnesses, injuries or medical conditions arising from these conditions, however caused.
- 8.18 Medical Treatment and consequences of experimental and unproven medical Treatment or drug therapy except in the attempt to save human life. Drugs and other medicines purchased without a Physician's prescription and routine or preventative medicines, vaccinations and check-ups unless included in the Table of Benefits.
- 8.19 Cosmetic surgery or remedial surgery, removal of fat or other surplus body tissue and any consequences of such medical Treatment, weight loss or weight problems/eating disorders, whether or not for psychological purposes, unless required as a direct result of an Accident or surgery for cancer which occurs during the Period of Insurance.
- 8.20 Surgery to correct short or long sight or any other eye defect, unless caused as a result of an Accident or Illness occurring during the Period of Insurance.



- 8.21 Investigations into or Treatment of sleep apnea, snoring, or other sleep-related problems.
- 8.22 Medical Treatment performed by a medical practitioner, Physician or consultant who is related to the Insured Person, unless previously approved by Us.
- 8.23 Medical Treatment associated with cryopreservation, implantation or re-implantation of living cells or living tissue whether autologous or provided by a donor, other than for Tissue Transplants as defined, and not exceeding the Policy Limits.
- 8.24 Claims arising as a result of the Insured Person's participation in professional sport (not including recreational or amateur participation) or any hazardous sport or activity such as (but not limited to) the following: motor sports, aerial sports, scuba diving below 30 metres or where a PADI Certificate is not held, any sport involving animals, speed competition, skiing off-piste and racing of any form (other than on foot). If a hazardous sport or activity is not specified in this list, the Insured Person must contact Us to ascertain if it is acceptable for insurance before cover will apply.
- 8.25 Any Claim arising when the Insured Person is under military authority or is engaged in activities involving the use of firearms or physical combat or in an area of military conflict, except in connection with tourist trips made on a private basis during leave.
- 8.26 Any expenses relating to search and rescue operations to find an Insured Person in mountains, at sea, in the desert, in the jungle and similar remote locations including air/sea rescue charges for Evacuation to shore from a vessel or from the sea.
- 8.27 Any expense where We are not satisfied with the documents submitted and / or where We do not receive the original documents within 60 days of the Insured Event, unless We agree otherwise.
- 8.28 Accommodation and Treatment costs in a nursing home, hydro, spa, nature clinic, health farm or the alike or a Hospital where the establishment concerned has, effectively, become the Insured Person's Home or permanent residence and the admission is arranged wholly or partly for domestic reasons.
- 8.29 All costs related to nursing at home.
- 8.30 All matters relating to rehabilitation.
- 8.31 Medical Treatment for learning difficulties, hyperactivity, attention deficit disorder, speech therapy, behavioural problems or child development.
- 8.32 Medical Treatment for mental or nervous disorders, psychiatric Treatment and the costs of a psychotherapist, psychologist, family therapist or bereavement counsellor (other than 30 days Inpatient stay, if your selected Core Programme includes this benefit).
- 8.33 Any Claim in any way caused or contributed to by the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.
- 8.34 Any Claims whatsoever resulting from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), act of terrorism, civil war, rebellion, revolution, insurrection, military or usurped power or taking part in civil commotion or riot of any kind. **Exception: We will pay up to a maximum of US\$50,000 for each Insured Person per Insured Event provided that the Insured Person is an innocent bystander, and has not been an active participant, and has not acted recklessly or put themselves in danger by entering a known area of conflict.**
- 8.35 (For the purpose of this exclusion, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear).
- 8.36 Any expense which at the time of happening is covered by, or would, but for the existence of this Policy, be covered by any other existing insurance certificate policy, or state scheme. If there is any other cover in force

which may pay in respect of the event for which the Insured Person is claiming, the Insured Person must tell Us at the time he / she first contacts Us.

- 8.37 Any losses which are not directly covered by the terms and conditions of this Policy (examples of losses We will not pay for include loss of earnings due to being unable to work as a result of Illness or Injury).
- 8.38 Any Claims directly or indirectly caused by or aggravated by the actual or potential inability of any computer, data processing equipment or media, microchip, integrated circuit software or stored programme to correctly recognise any date as its true calendar date or to continue to function correctly in respect of or beyond that date.

## 9 PRE-AUTHORISATION AND CLAIMS PROCEDURES

The following explains what to do if a Medical Transfer or medical Treatment is needed.

To ensure the most appropriate care possible the Insured Person should contact Us on the telephone number shown below, giving Us a telephone, fax or telex number where We can contact the Insured Person or leave messages at any time of day or night.

The Insured Person must bear in mind that to comply with the terms and conditions of this Policy, We must be contacted for Our pre-authorization before the Insured Person incurs costs for Treatment of any kind which are likely to exceed **US\$500** on completion of Treatment. This sum includes Inpatient, Day-care and Outpatient Treatment, as well as transportation And ancillary costs.

If the Treatment scheduled is eligible for cover, We can confirm the level of benefit applicable to the medical provider/s and authorise Treatment, subject to the terms and conditions of the Policy. When the Claim is subsequently fully validated, We will arrange for costs to be settled direct to the medical provider/s.

It is important to note that if We authorise Treatment which ultimately transpires to have been related to a condition excluded by the policy, for example, Treatment for an undeclared and unaccepted Pre-existing Medical Condition, the Insured Person will be responsible for all costs, including those settled by Us. In such cases, the Insured Person must repay Us all costs We have paid.

In case of an emergency, if the Insured Person is physically prevented from contacting Us immediately, the Insured Person or someone designated by him / her must contact Us within 48 hours. The Insured Person must make no admission of liability, offer, promise or payment without our prior consent. We must be telephoned first.

**If the Insured Person fails to follow these conditions, he/she will be liable to pay a Co-insurance share of 25 per cent of the cost of Treatment and Hospital services incurred.**

In the case of Hospital charges guaranteed by Us prior to the Insured Person receiving Treatment, the Insured Person agrees to reimburse Us with the amount of the Deductible and any Coinsurance specified in the Membership Certificate, at the time We are required to guarantee such Hospital charges.

In respect of any other costs, the Insured Person will be required to reimburse to Us, within one month of Our request to the Insured Person, any costs or expenses We have paid out on the Insured Person's behalf which are not covered under the terms of this Policy.

The Insured Person must give Us written details of any Claim within 28 days of Our request. As often as We require, the Insured Person shall submit to medical examination at Our expense. In the event of the death of an Insured Person We shall be entitled to have an autopsy carried out at Our expense (where this is not forbidden by local law). The Insured Person must supply Us with a written statement substantiating their Claim, together with (at his / her own expense) all original invoices, certificates, information, evidence and receipts that We require.

Where you receive Treatment as an Outpatient, and where costs are below US\$500 and do not require pre-authorization, all costs must be paid for in full by you at the time of receiving the Treatment. You must then submit a Claim to Us for reimbursement. Please ensure that a Claim form is fully completed by the Insured Person and the treating Physician. Submit this with the original receipts and all other information supporting your Claim, including but not limited to x-rays, test results, medical reports etc.

## **10 COMPLAINTS PROCEDURE**

We aim to provide a first class service at all times. However, if an Insured Person has any complaint regarding the standard of service received under this Policy, the following procedure is available to resolve the situation:

In the first instance the Insured Person should write to the

Director, Healthcare and Special Financial Risks  
LAMP Insurance Company Limited,  
260/262, Main Street  
Gibraltar  
PO Box 1338

If We cannot give you a final decision within 4 weeks from the date We receive your complaint, We will explain why and tell you when We hope to reach a decision.

Our decision is final and based on the evidence presented. If you feel that there is any new evidence or information that may change Our decision you have the right to make an appeal.

Should the Insured Person remain dissatisfied or fail or receive a final answer within eight weeks\* of Us receiving your complaint, you have the right to refer the matter directly to the

Managing Director  
LAMP Insurance Company Limited  
260/262 Main Street  
Gibraltar  
PO Box 1338

\*NOTE: The timescales given above are dependent on you responding immediately to any correspondence We send you.

## **11 DATA PROTECTION NOTICE**

We collect and maintain personal information in order to underwrite and administer the Policies of insurance that We issue. All personal information is treated with the utmost confidentiality and with appropriate levels of security. We will not keep your information longer than is necessary. Your information will be protected from accidental or unauthorized disclosure. We will only reveal your information if it is allowed by law, authorised by you, to prevent fraud or in order that We can liaise with Our agents in the administration of this Policy. You have the right to ask for a copy of any information We hold on you upon payment of an administrative fee and to require a correction of any incorrect information held. Any inaccurate or misleading data will be corrected as soon as possible. The above principles apply whether We hold your information on paper or in electronic form. Enquiries in relation to data held by LAMP Insurance Company Limited should be directed to Data Protection, LAMP Insurance Company Limited, 260/262 Main Street, Gibraltar.