



MEMBERSHIP GUIDE

JANUARY 2022



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PLEASE READ THE MEMBERSHIP GUIDE CAREFULLY BEFORE COMPLETING
THE MEMBERSHIP APPLICATION FORM.
YOU SHOULD RETAIN THIS COPY FOR YOUR INFORMATION.

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BENEFITS SCHEDULE

DIAMOND

MAXIMUM BENEFIT LIMIT

Emergency medical services, **EVACUATION, RELOCATION** and / or **REPATRIATION**, medical expenses, and **ELECTIVE TREATMENT**.

2,000,000 per **MEMBER** per year and maximum 2,000,000 per any one event

Medical expenses are reimbursed at the **PREFERRED RATE** where services are provided in the Republic of South Africa.

Applicable to **MEMBERSHIP PLAN**

ELECTIVE INCLUDING MEDICALLY NECESSARY TREATMENT

Cost of **ELECTIVE TREATMENTS** including **IN-PATIENT, DAY CASES, HOSPITAL ACCOMMODATION**, surgery costs, specialist cost etc.

Up to a **MAXIMUM BENEFIT** limit per **MEMBER** per year

CHRONIC LIFE TIME BENEFIT

For costs incurred for the monitoring of an established **CHRONIC CONDITION(S)** or **ACUTE ON CHRONIC** episodes (Excluding routine check-ups / consultations, drugs and dressings).

50,000 **LIFE TIME LIMIT**
Per **CHRONIC CONDITION**

ONCOLOGY BENEFIT

TREATMENT aimed to cure **CANCER** including **IN-PATIENT, OUT-PATIENT, or DAY CASE** from the time of diagnosis including all tests, drugs, chemotherapy and radiotherapy, and any diagnosed secondaries / reoccurrences of an established primary **CANCER**.

Up to **MAXIMUM BENEFIT**

CANCER LIFE TIME MAINTENANCE BENEFIT

For costs incurred following **ONCOLOGY TREATMENT** for check-ups / consultations, tests, drugs, dressings, monitoring, chemotherapy and radiotherapy if required.

50,000 **LIFE TIME LIMIT**

HIV / AIDS LIFE TIME BENEFIT

For **IN-PATIENT** costs which arise from or are in a way related to Human Immunodeficiency Virus (HIV) and / or HIV related illness, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex Syndrome (ARCS) and or any mutant derivative or variation thereof.

20,000 **LIFE TIME LIMIT** following a 24 month **WAITING PERIOD**

IN-PATIENT PSYCHIATRIC TREATMENT

For **IN-PATIENT** costs associated with **PSYCHIATRIC TREATMENT** which must be done **IN-PATIENT**, under the direct supervision of a **PSYCHIATRIST** or **PSYCHOLOGIST**, have been referred by a **DOCTOR** and follow a specified plan of care that **WE** have **PRE-AUTHORISED**.

MAXIMUM BENEFIT of 28 nights

PREGNANCY AND CHILDBIRTH

Including pre- and post-natal checkups, delivery costs and the initial well baby check at birth - Excluded if conception is within the first 12 months from date of new **MEMBERSHIP**.

7,500 any one **MEMBER** any one **MEMBERSHIP YEAR**

COMPLICATIONS DURING PREGNANCY

Complications during **PREGNANCY** which directly affect the health of the mother or child (or both).

30,000 per **PREGNANCY**

NEWBORN BENEFIT

For **PRE-REGISTERED** newborn **BABIES**, for **IN-PATIENT TREATMENT** of **ACUTE ILLNESS** which presents symptoms at birth or which manifests within 60 days following birth for **DIAMOND** and 14 days following birth for **EMERALD**. To include **HOSPITAL ACCOMMODATION** costs for the maternal parent whilst the newborn receives **TREATMENT** as an **IN-PATIENT**.

50,000 per birth

TERMINAL ILLNESS BENEFIT

Cost associated to **PALLIATIVE TREATMENT** and / or **LIFE EXTENDING TREATMENT** on approval by **OUR MEDICAL DIRECTOR** up to the limit.

80,000 per **MEMBER**

MEDICAL EXPENSES

We shall pay for all reasonable expenses for medical **TREATMENT**, diagnosis and advice.

Up to the benefits indicated

PATIENT MONITORING

Up to the benefits indicated

POST OPERATIVE AND / OR MEDICALLY NECESSARY REHABILITATION (At the discretion of **OUR MEDICAL DIRECTOR**) In a step-down or related facility after discharge from **HOSPITAL / clinic** and / or **OUT-PATIENT REHABILITATION** (at the discretion of **OUR MEDICAL DIRECTOR**).

Maximum Limit 15,000 or maximum 90 days
Up to the maximum limit or 12 months from date of procedure

MEMBERSHIP PLANS - all figures shown are in USD

EMERALD

GARNET EVAC PLUS

1,000,000 per MEMBER per year and maximum 1,000,000 per any one event	250,000 per MEMBER per year and maximum 250,000 per any one event
Applicable to MEMBERSHIP PLAN	Applicable to MEMBERSHIP PLAN
Up to a MAXIMUM BENEFIT limit per MEMBER per year	Up to a MAXIMUM BENEFIT limit per MEMBER per year
20,000 LIFE TIME LIMIT Per CHRONIC CONDITION	Not covered
Up to MAXIMUM BENEFIT	Up to MAXIMUM BENEFIT
20,000 LIFE TIME LIMIT	Not covered
5,000 LIFE TIME LIMIT following a 24 month WAITING PERIOD	Not covered
MAXIMUM BENEFIT of 14 nights	Not covered
3,500 any one MEMBER any one SUBSCRIPTION PERIOD – Limited to IN-PATIENT costs associated with delivery including the initial well baby check at birth	Not covered
15,000 per PREGNANCY	Not covered
30,000 per birth	Not covered
40,000 per MEMBER	Not covered
Up to the benefits indicated	Up to the benefits indicated
Up to the benefits indicated	Up to the benefits indicated
Maximum Limit 15,000 or maximum 90 days Up to the maximum limit or 12 months from date of procedure	Maximum Limit 15,000 or maximum 90 days Up to the maximum limit of 12 months from date of procedure

BENEFITS SCHEDULE

DIAMOND

EMERGENCY TREATMENTS

EMERGENCY EVACUATION

Including cost of **TREATMENT** for **IN-PATIENT, HOSPITAL ACCOMMODATION**, surgery costs, specialist cost, etc.

Up to a **MAXIMUM BENEFIT** limit per **MEMBER** per year

REPATRIATION OF MORTAL REMAINS.

Up to maximum of 5,000, in respect of any one **MEMBER** in respect of repatriation of mortal remains by scheduled aircraft or burial or cremation in the country of demise up to the equivalent costs

DENTAL TREATMENT from **BODILY INJURY** and relief of pain.

The full reasonable and **MEDICALLY NECESSARY** costs of **EMERGENCY DENTAL TREATMENT** and dental procedures necessary to restore and replace sound natural teeth lost or damaged as a result of **BODILY INJURY**. Additionally, up to a maximum of 250 per **MEMBER** per year for **EMERGENCY DENTAL TREATMENT**

Travel as per the **BENEFITS SCHEDULE** in **AREA OF COVER**, with an option to purchase additional travel days for **TRAVEL WORLDWIDE**. This is subject to the overall policy limit.

A **MEMBER** may purchase up to 90 days for **TRAVEL WORLDWIDE**. Maximum limit 250,000 per person per trip and limited to 30 days per **SUBSCRIPTION PERIOD** for USA and Canada – The first 21 days of Worldwide travel of a **SUBSCRIPTION PERIOD** is included under the **MEMBERSHIP PLAN** but excludes travel to USA and Canada, thereafter the **MEMBER** may purchase the remaining travel days

PERSONAL ACCIDENT

For **DISMEMBERMENT** of a limb or death as a result of an **ACCIDENT** as defined under clause 2.61. **WE** shall pay to the **MEMBER** or the **MEMBERS** Executors or Administrators as per the **BENEFIT LIMIT**

50,000

Accidental Death.

100% of benefit limit

Loss of two limbs

100% of benefit limit

Loss of one limb.

50% of benefit limit

ASSISTANCE SERVICES

Compassionate Emergency Visit (at the discretion of **HEALTH INTERNATIONAL**).

Cost of one economy class return air ticket on a scheduled airline / flight to enable person nominated to visit a **MEMBER** who is hospitalised outside **COUNTRY OF RESIDENCE**

Compassionate Emergency Visit of parent / guardian of a child 18 years and under (at the discretion of **HEALTH INTERNATIONAL**).

Cost of one economy class return air ticket on a scheduled airline / flight and accommodation costs of a parent / guardian of a child (18 years and under) who is hospitalised up to a maximum of 100 per day up to 30 days

Childcare (at the discretion of **HEALTH INTERNATIONAL**).

Pay for a responsible person to accompany the minor(s) under 12 years of age of a **MEMBER** left unattended due to a **MEDICAL EMERGENCY** to their **RESIDENCE** or place of safety

GENERAL

COUNTRY OF RESIDENCE

THE REGION

AREA OF COVER - SUB-SAHARAN AFRICA

Unlimited travel per year, but no more than 90 days any one trip

Maximum Aggregate Limit per family per year.

Not applicable

MEMBERSHIP PLANS - all figures shown are in USD

EMERALD

GARNET EVAC PLUS

Up to a MAXIMUM BENEFIT limit per MEMBER per year	Up to a MAXIMUM BENEFIT limit per MEMBER per year
Up to maximum of 5,000, in respect of any one MEMBER in respect of repatriation of mortal remains by scheduled aircraft or burial or cremation in the country of demise up to the equivalent costs	Up to maximum of 5,000, in respect of any one MEMBER in respect of repatriation of mortal remains by scheduled aircraft or burial or cremation in the country of demise up to the equivalent costs
The full reasonable and MEDICALLY NECESSARY costs of EMERGENCY DENTAL TREATMENT and dental procedures necessary to restore and replace sound natural teeth lost or damaged as a result of BODILY INJURY . Additionally up to a maximum of 250 per MEMBER per year for EMERGENCY DENTAL TREATMENT	The full reasonable and MEDICALLY NECESSARY costs of EMERGENCY DENTAL TREATMENT and dental procedures necessary to restore and replace sound natural teeth lost or damaged as a result of BODILY INJURY . Additionally up to a maximum of 250 per MEMBER per year for EMERGENCY DENTAL TREATMENT
A MEMBER may purchase up to 90 days for TRAVEL WORLDWIDE . Maximum limit 100,000 per person per trip and limited to 30 days per SUBSCRIPTION PERIOD for USA and Canada	WORLDWIDE - unlimited trips but a maximum 60 days any one trip - except USA and Canada limited to 30 days per trip
25,000	As per MEMBERSHIP PLAN
100% of benefit limit	
100% of benefit limit	
50% of benefit limit	
Cost of one economy class return air ticket on a scheduled airline / flight to enable person nominated to visit a MEMBER who is hospitalised outside COUNTRY OF RESIDENCE	Cost of one economy class return air ticket on a scheduled airline / flight to enable person nominated to visit a MEMBER who is hospitalised outside COUNTRY OF RESIDENCE
Cost of one economy class return air ticket on a scheduled airline / flight and accommodation costs of a parent / guardian of a child (18 years and under) who is hospitalised up to a maximum of 100 per day up to 30 days	Cost of one economy class return air ticket on a scheduled airline / flight and accommodation costs of a parent / guardian of a child (18 years and under) who is hospitalised up to a maximum of 100 per day up to 30 days
Pay for a responsible person to accompany the minor(s) under 12 years of age of a MEMBER left unattended due to a MEDICAL EMERGENCY to their RESIDENCE or place of safety	Pay for a responsible person to accompany the minor(s) under 12 years of age of a MEMBER left unattended due to a MEDICAL EMERGENCY to their RESIDENCE or place of safety
THE REGION	THE REGION
Unlimited travel per year, but no more than 90 days any one trip	Unlimited travel per year, but no more than 60 days any one trip, excluding your COUNTRY OF RESIDENCE
Not applicable	1,000,000 per family per year

SECTION 1 - INTRODUCTION

EXPACARE INSURANCE COMPANY (MAURITIUS) LIMITED is a company duly registered and regulated in accordance with the laws of Mauritius Financial Services Commission, to carry on the business of international private medical insurance business pursuant to an External Insurance Business Licence. It is a wholly-owned subsidiary of **HEALTH INTERNATIONAL GROUP LIMITED**, a company duly registered in accordance with the laws of Guernsey. It carries on the business of international private medical insurance through membership plans known as **HEALTH INTERNATIONAL** providing **MEMBERS** with **BENEFITS** and **ASSISTANCE** in the case of **ILLNESS** and **BODILY INJURY** under a selection of products, referred to as **PLANS**.

MEMBERS are covered whilst resident in **THE REGION** and / or whilst travelling in **SUB-SAHARAN AFRICA** only or for **TRAVEL WORLDWIDE** depending on the specific **PLAN** selected.



ACCESS TO MEDICAL BENEFITS & ASSISTANCE

Trilogy Benefits Group is the authorised administrator of **HEALTH INTERNATIONAL PLANS** in **THE REGION**.

Regional Office Contact details are as follows:-

TRILOGY BENEFITS GROUP

PO Box BW 269
Borrowdale,
Harare,
Zimbabwe

OR

23 Kenilworth Road,
Newlands,
Harare,
Zimbabwe

E-mail: admin@healthintergrp.com

Website address: www.healthintergrp.com

MEMBERSHIP of **HEALTH INTERNATIONAL PLANS (DIAMOND, EMERALD and GARNET EVAC PLUS)** and the provision of **BENEFITS** and **ASSISTANCE** are subject to the terms and conditions, definitions and exclusions as set out in the **HEALTH INTERNATIONAL** Membership Guide, as updated from time to time. Note that the provision of any **BENEFITS** and **ASSISTANCE** is at all times provided at **HEALTH INTERNATIONAL**'s sole discretion.

This Membership Guide was most recently updated in January 2022. If **WE** make changes to it, then **WE** will take appropriate steps to bring those changes to **YOUR** attention.

SECTION 2 - DEFINITIONS

This **SECTION** explains the meaning of certain words or phrases in the Membership Guide. Words written in bold and / or in capitals have the specific meaning as defined below.

If **YOU** have any questions on any aspects of **YOUR HEALTH INTERNATIONAL** product, please contact **US** - see contact details as shown in **OUR** letter to **YOU** accepting **YOU** to **MEMBERSHIP**.

- 2.1 **ACUTE BODILY INJURY** means any accidental, sudden, unforeseen and violent event occurring at an identifiable time and place which may befall **YOU** and over which **YOU** have no control, which results in serious **BODILY INJURY** which potentially threatens loss of life or of limb and which qualifies **YOU** for **BENEFITS**.
- 2.2 **ACUTE ILLNESS** means any sudden and unforeseen deterioration of health which in the opinion of our **MEDICAL DIRECTOR** is potentially life threatening which first manifests itself during the period of **MEMBERSHIP** and which qualifies **YOU** for **BENEFITS**.
- 2.3 **ACUTE ON CHRONIC** means unexpected acute exacerbations and / or episodes of a **CHRONIC CONDITION** which develops after a condition is a **CHRONIC CONDITION**.
- 2.4 **AGGREGATE BENEFIT** is included in the Garnet Evac Plus **MEMBERSHIP PLAN**. **AGGREGATE BENEFIT** means the **MAXIMUM BENEFIT** limit per family per year, i.e.; it is an **AGGREGATE BENEFIT** because it is limited per family and not per individual. This is the limit shown on the **BENEFITS SCHEDULE**.
- 2.5 **AREA OF COVER** means **SUB-SAHARAN AFRICA**.
- 2.6 **ASSISTANCE** means any assistance **WE** may in our sole discretion provide to **YOU** including:
- 2.6.1 The procurement of road and air ambulance services;
 - 2.6.2 The procurement of medical services and admissions to **HOSPITALS** and other medical facilities;
 - 2.6.3 The provision of guarantees of payment to **HOSPITALS, DOCTORS** and any medical facilities for any services;
 - 2.6.4 Case management services including **HOSPITAL** visits and arrangement of accommodation;
 - 2.6.5 General counselling and assistance provided by **OUR** experienced professionals.
- 2.7 **BENEFICIARY** means any person or persons clearly and unambiguously identified by **YOU** in writing to **US**.
- 2.8 **BENEFITS** are those **BENEFITS** as set out in the **BENEFITS SCHEDULE**.
- 2.9 **BENEFITS SCHEDULE** means the schedule detailing those **BENEFITS** provided by **US** under the **PLAN**.
- 2.10 **BODILY INJURY** means any accidental, sudden, unforeseen and violent event occurring at an identifiable time and place which may befall **YOU** and over which **YOU** have no control, which results in serious physical injury and which qualifies **YOU** for **BENEFITS**.
- 2.11 **CANCER** means a malignant tumour or neoplasm, characterised by the uncontrolled growth and spread of malignant cells with invasion and / or destruction of normal body tissue.
- 2.12 **CANCER LIFE TIME MAINTENANCE BENEFIT** is cover for the costs incurred following **ONCOLOGY TREATMENT** for check-ups / consultations, tests, drugs, dressings, monitoring, chemotherapy, and radiotherapy if required. This is a **CANCER LIFE TIME MAINTENANCE BENEFIT** per diagnosis. Referred to further in section 5, the Explanation of Benefits section. The **BENEFIT** will be exhausted once the limit has been reached. After a discernible period of remission, any diagnosed secondaries / reoccurrences of an established primary **CANCER** will result in a new **CLAIM** being opened under the **MAXIMUM BENEFIT** limit.
- 2.13 **CERTIFICATE OF INSURANCE** (sometimes called the **INSURANCE CERTIFICATE**) is issued by **US** and shows the **BENEFITS**, limits, exclusions, and excesses that apply to **YOU**. **YOUR CERTIFICATE OF INSURANCE** must be read in conjunction with this Membership Guide.
- 2.14 **CHRONIC CONDITION** means a disease, **ILLNESS** or injury that in the opinion of **OUR MEDICAL DIRECTOR** has at least one of the following characteristics:-
- 2.14.1 It has no known cure and continues indefinitely;
 - 2.14.2 It reoccurs;
 - 2.14.3 It is permanent;
 - 2.14.4 It may require **YOU** to be specifically trained or **REHABILITATED**;
 - 2.14.5 It needs long-term monitoring, consultations, check-ups, examinations or tests;
 - 2.14.6 It is caused by changes to the body that cannot be reversed;
 - 2.14.7 Where use of any equipment or machinery will not, in the opinion of **OUR MEDICAL DIRECTOR**, result, or be likely to result, in **YOUR** recovery or restore **YOU** to **YOUR** previous state of health.

SECTION 2 - DEFINITIONS (Continued)

- 2.15 **CHRONIC LIFE TIME BENEFIT** means the **PALLIATIVE TREATMENT** of an established **CHRONIC CONDITION(S)** as described in the **BENEFITS SCHEDULE** up to the **LIFE TIME LIMIT**. Once this limit has been reached the **BENEFIT** is exhausted.
- 2.16 **CLAIM**, means a request that **WE** provide **BENEFIT** for **TREATMENT**.
- 2.17 **COMPLIANCE REGULATIONS** means the protocols and laws required of **EXPACARE INSURANCE COMPANY (MAURITIUS) LIMITED** by the Mauritius Financial Services Commission; which may change from time to time.
- 2.18 **COMPLICATIONS DURING PREGNANCY** means **TREATMENT**, prescriptions and services relating directly to **PREGNANCY** and **CHILDBIRTH** where there is abnormal **PREGNANCY** or delivery where the health of the mother or child (or both) is at risk due to a condition resulting from or made worse by **PREGNANCY**.
A non-elective Caesarean section is covered under this **BENEFIT** as long as it is considered to be medically necessary by our **MEDICAL DIRECTOR**. If the condition that complicates the **PREGNANCY** is excluded (for example a congenital condition), then the portion of the costs relating to that exclusion will not be covered.
- 2.19 **COUNTRY OF RESIDENCE** means the country in which **YOU** and **YOUR DEPENDANTS** normally reside, which must meet the eligibility requirements of **YOUR** selected **PLAN**.
- 2.20 **DAY CASE** means being admitted for **TREATMENT** at a recognised and duly registered medical facility where a **MEMBER** is admitted and occupies a bed but does not remain overnight.
- 2.21 **DEATH CERTIFICATE** means a document completed and signed by a **DOCTOR** or **MEDICAL SPECIALIST** stipulating the date and cause of **YOUR** death.
- 2.22 **DENTIST** means a person, who is trained, qualified, and licensed to practice dentistry by the licensing authority of the country in which **YOU** receive **YOUR** dental treatment.
- 2.23 **DEPENDANTS** means a spouse, partner that **YOU** live with, and any unmarried children, stepchildren, foster children and legally adopted children.
- 2.24 **DOCTOR** means a person who:
- 2.24.1 Is a registered, qualified or licensed medical practitioner practicing in the **AREA OF COVER**;
 - 2.24.2 Is acting within the scope of his / her licence;
 - 2.24.3 Is not a member or part of **YOUR IMMEDIATE FAMILY**.
- 2.25 **EMERGENCY** means an unforeseen or sudden occurrence, especially demanding immediate action.
- 2.26 **ELECTIVE** means **TREATMENT** for any non-emergency **MEDICAL CONDITION** resulting from **ILLNESS** or **BODILY INJURY** where in the opinion of **OUR MEDICAL DIRECTOR**, **YOU** require hospitalisation and / or **TREATMENT**.
ELECTIVE TREATMENT requires **PRE-AUTHORISATION** as set out in clause 10.3.
- 2.27 **EMERGENCY DENTAL TREATMENT** means **TREATMENT** received from a **DOCTOR** or a **DENTIST** for the immediate relief of dental pain, if this **BENEFIT** is shown on **YOUR PLAN'S BENEFITS SCHEDULE** up to the maximum limit shown.
- 2.28 **EVACUATION** means **YOUR** transportation by air and / or land following a **MEDICAL EMERGENCY** which has been approved by **US** in the event that the local medical services available are in **OUR** opinion inadequate or if the local attending **DOCTOR**, in agreement with **OUR MEDICAL DIRECTOR**, recommends hospitalisation of a kind not available in **YOUR** locality.
- 2.29 **EXPACARE INSURANCE COMPANY (MAURITIUS) LIMITED** is a company duly registered in accordance with the laws of Mauritius (Registered No. 23670 / 5472 C1 / GBL).
- 2.30 **GROUP** means 10 principals or more employed by the same employer / **SPONSORING ORGANISATION** or who are members of the same organisation.
- 2.31 **GROUP POLICY** means a plan issued by **HEALTH INTERNATIONAL** to a **GROUP**. Specific compliance measures are carried out under the **GROUP** name; please refer to section 9 of this Membership Guide for more information on compliance.
- 2.32 **HEALTH INTERNATIONAL** is the name of the international private medical insurance products insured by **EXPACARE INSURANCE COMPANY (MAURITIUS) LIMITED**.
- 2.33 **HEALTH INTERNATIONAL GROUP LIMITED** is a company duly registered in accordance with the laws of Guernsey (Registration No. 52323).
- 2.34 **HIV / AIDS LIFE TIME BENEFIT** means the **PALLIATIVE TREATMENT** of **HIV / AIDS** related illnesses for costs incurred for **IN-PATIENT TREATMENT** as described in the **BENEFITS SCHEDULE** up to the **LIFE TIME LIMIT**. Once this limit has been reached the **BENEFIT** is exhausted.
- 2.35 **HOSPITAL** means a healthcare facility licensed as a **HOSPITAL** in the country where it operates, and providing acute medical, surgical, or psychiatric care (or a combination of two, or all three). The facility must provide constant supervision by a **DOCTOR** and a **QUALIFIED NURSE** licenced in the country where the **HOSPITAL** operates.

SECTION 2 - DEFINITIONS (Continued)

- 2.36 **HOSPITAL ACCOMMODATION** means accommodation at any **HOSPITAL** or duly registered medical facility, including all **YOUR** meals and refreshments, but excluding other personal requirements and items such as phone calls, newspapers, guest meals, cosmetics etc.
- 2.37 **ILLNESS** means any **MEDICAL CONDITION** other than an **ACUTE ILLNESS** or **ACUTE BODILY INJURY** as determined by **OUR MEDICAL DIRECTOR**.
- 2.38 **IMMEDIATE FAMILY** is defined as a parent, child, spouse or sibling.
- 2.39 **INDIVIDUAL POLICY** means a **PLAN** issued by **HEALTH INTERNATIONAL** to any individual and any **DEPENDANTS**.
- 2.40 **IN-PATIENT TREATMENT** means **TREATMENT** at a **HOSPITAL** or duly registered medical facility where a **MEMBER** is admitted and occupies a bed for more than eight hours, or one or more nights.
- 2.41 **INSURANCE CERTIFICATE** (sometimes called the **CERTIFICATE OF INSURANCE**) is issued by **US** and shows the **BENEFITS**, limits and exclusions and excesses that apply to **YOU**. **YOUR INSURANCE CERTIFICATE** must be read in conjunction with the Membership Guide.
- 2.42 **INSURED PERSON**
In respect of **INDIVIDUAL POLICIES** only, **INSURED PERSON** means the **POLICYHOLDER** or their **DEPENDANT** that **WE** have confirmed **BENEFIT** cover for, and who **WE** have also issued an **INSURANCE CERTIFICATE** to.
In respect of **GROUP POLICIES** only, **INSURED PERSON** means an employee or their **DEPENDANT** that **WE** have confirmed **BENEFIT** cover for, and who **WE** have also issued an **INSURANCE CERTIFICATE** to.
- 2.43 **LIFE TIME LIMIT** means the maximum amount that is covered within the **MEMBERSHIP PLAN**; this is the maximum amount that will be paid for **YOUR CLAIMS** whilst **YOU** are insured with **US**. The **BENEFIT** will be exhausted once the limit has been reached; this can occur over many **SUBSCRIPTION PERIODS**.
- 2.44 **LIFE EXTENDING** means **TREATMENT** at a **HOSPITAL** or duly registered medical facility to extend the life of a **MEMBER** who has a **TERMINAL ILLNESS**. The **TREATMENT** is intended to extend the life expectancy of the **MEMBER**, contain the symptoms rather than cure the actual medical condition which causes the symptoms.
- 2.45 **MAXIMUM BENEFIT** (or **OVERALL MAXIMUM BENEFIT**) means the maximum amount of **BENEFIT**, or cover, that **YOU** can receive each **SUBSCRIPTION PERIOD** for all causes under the **MEMBERSHIP PLAN**. The **MAXIMUM BENEFIT** applies individually to each person named on an **INSURANCE CERTIFICATE**.
- 2.46 **MEDICAL CONDITION** means any health related condition for which in the opinion of **OUR MEDICAL DIRECTOR** **YOU** require hospitalisation or **TREATMENT**.
- 2.47 **MEDICAL DIRECTOR** means a person or persons appointed as such by **US** or someone authorised by **US** to do so on **OUR** behalf who in **OUR** discretion is suitably qualified for this role. **WE** may in **OUR** discretion seek and rely on the advice of the **MEDICAL DIRECTOR** when forming **OUR** opinion in relation to any matter.
- 2.48 **MEDICAL EMERGENCY** means any incident resulting in **ACUTE BODILY INJURY** or **ACUTE ILLNESS** which, in the opinion of **OUR MEDICAL DIRECTOR**, requires **YOUR** urgent hospitalisation or **TREATMENT** in the nearest appropriate facility.
- 2.49 **MEDICAL SPECIALIST** means a **DOCTOR** who is practising and has a recognised certificate of higher specialist training or a consultant appointment (or equivalent) in the field of medicine or surgery in which **YOU** need **TREATMENT** and in the country where **YOUR TREATMENT** is provided.
- 2.50 **MEDICALLY NECESSARY** means **TREATMENT** that in the opinion of **OUR MEDICAL DIRECTOR** is appropriate, urgent and necessary to treat a **MEDICAL CONDITION**.
- 2.51 **MEMBER(S)** means the person and **DEPENDANTS** named in the membership application form and who have been accepted in writing by **US** for **MEMBERSHIP** of a **HEALTH INTERNATIONAL PLAN** and have paid the required **PREMIUM** in full.
- 2.52 **MEMBERSHIP** means **MEMBERSHIP** of a **HEALTH INTERNATIONAL PLAN** which commences from the date of written acceptance by **US** and which subsists indefinitely subject to **YOUR** observance of the terms and conditions set out herein, including **YOUR PREMIUM** being paid in full on time.
- 2.53 **MEMBERSHIP CARD** means the **MEMBERSHIP CARD**, which identifies **YOU** and states the **PLAN** **YOU** have subscribed to, **YOUR MEMBERSHIP** number, **COUNTRY OF RESIDENCE**, type of cover, expiry date. Misuse of this card is unlawful and may be liable to prosecution. Lost, stolen or damaged cards will be replaced at **YOUR** expense.

SECTION 2 - DEFINITIONS (Continued)

- 2.54 **NEWBORN BENEFIT** applies to the **IN-PATIENT TREATMENT** of an **ACUTE ILLNESS**, including birth defects and congenital abnormalities, which manifests at or within 60 days following birth for **DIAMOND PLAN** and 14 days following birth for **EMERALD PLAN**, up to the limit as stated under the **BENEFITS SCHEDULE**, for a **PRE-REGISTERED NEWBORN MEMBER**.
- 2.55 **NEWBORN MEMBER** means a baby that becomes a **MEMBER** at the time of his / her birth provided that his / her **PREMIUMS** have been paid in full prior to the birth in accordance with clause 9.1.1.
- 2.56 **NO CLAIMS BONUS** means the bonus **WE** will allow **YOU** on the **RENEWAL** of **YOUR MEMBERSHIP** if no **CLAIMS** have been made by **YOU**. The bonus is based on the amount of time the **PLAN** has been **CLAIM** free. If **YOU** have one or more **CLAIMS** paid during a **SUBSCRIPTION PERIOD**, the **NO CLAIMS BONUS** will be lost until the **PLAN** has been **CLAIM** free for at least 12 months from the date of **YOUR MEMBERSHIP**.
- 2.57 **ONCOLOGY** means the investigation and / or **TREATMENT** of **CANCER**.
- 2.58 **OUT-PATIENT** means a **MEMBER** who receives medical **TREATMENT** without being admitted to a **HOSPITAL** or duly registered medical facility.
- 2.59 **OUT-PATIENT TREATMENT** means **TREATMENT** which is administered to an **OUT-PATIENT**.
- 2.60 **PALLIATIVE** means **TREATMENT**, the purpose of which in the opinion of **OUR MEDICAL DIRECTOR** is to temporarily relieve and / or contain the symptoms rather than cure the actual medical condition which causes the symptoms.
- 2.61 **PERSONAL ACCIDENT** defined as
- 2.61.1 **ACCIDENT** means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the **SUBSCRIPTION PERIOD**. **ACCIDENT** shall also include:
- 2.61.1.1 exposure resulting from a mishap to a conveyance in which the **MEMBER** is travelling.
- 2.61.1.2 disappearance if the **MEMBER** is not found within twelve months of disappearing, and sufficient evidence is produced satisfactory to **EXPACARE INSURANCE COMPANY (MAURITIUS) LIMITED** that leads them inevitably to the conclusion that the **MEMBER** has sustained **BODILY INJURY** (as defined under this clause) and that such injury has caused the **MEMBER'S** death, the **EXPACARE INSURANCE COMPANY (MAURITIUS) LIMITED** shall forthwith pay any limit as per the **BENEFITS SCHEDULE** provided that **MEMBER** or persons to whom such limit is paid shall sign an undertaking to refund such limit to the **EXPACARE INSURANCE COMPANY (MAURITIUS) LIMITED** if the **MEMBER** is subsequently found to be living, and;
- 2.61.1.3 **BODILY INJURY** or death sustained as a result of hostilities or any act of war or civil war, whether war be declared or not, insurrection, terrorism and the like;
It is however noted that this inclusion shall only apply where the **MEMBER** is not taking an active part therein;
- 2.61.2 **BODILY INJURY** means identifiable physical injury which:
- 2.61.2.1 is caused by an **ACCIDENT**, and;
- 2.61.2.2 solely and independently of any other cause occasions the death or **DISMEMBERMENT** of the **MEMBER** within twelve months from the date of the **ACCIDENT**;
- 2.61.3 **DISMEMBERMENT** means the permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes permanent total and irrecoverable loss of use of hand, arm or leg.
- 2.62 **PLAN(S)** means **DIAMOND**, **EMERALD** and **GARNET EVAC PLUS**.
- 2.63 **PRE-AUTHORISATION** means a process through which a **MEMBER** seeks approval from **US** prior to undertaking **TREATMENT** or incurring costs. Failure to obtain **PRE-AUTHORISATION** may invalidate a **CLAIM**.
- 2.64 **PREFERRED RATE** means the discounted or wholesale prices that **OUR** case managers negotiate with medical providers on **OUR** behalf.
- 2.65 **PREGNANCY AND CHILDBIRTH** means routine **PREGNANCY** and **CHILDBIRTH**, including pre- and post-natal check-ups, delivery and the initial well-baby check at birth.
- 2.66 **PREMIUM** means the amount due and payable by **YOU** to **US**.
- 2.67 **PRE-REGISTERED** means that **WE** have been notified of a **PREGNANCY** by the end of the second trimester for the **MEMBER** to receive the **NEWBORN BENEFIT** as per the **BENEFITS SCHEDULE**.
- 2.68 **PROSTHESIS** and **SURGICAL APPLIANCE** means an artificial substitute or replacement of a part of the body.
- 2.69 **PSYCHIATRIC** means that which affects the mind, emotions, or mental function of a person whether organic, traumatic or reactive in origin.

SECTION 2 - DEFINITIONS (Continued)

- 2.70 **PSYCHIATRIC TREATMENT** (including prescription medication as prescribed **IN-PATIENT**), means: **TREATMENT** for mental illness, psychiatric disorder, anxiety, depression; please note that other conditions may be included at the discretion of **OUR MEDICAL DIRECTOR**. **PSYCHIATRIC TREATMENT** must be under the direct supervision of the **PSYCHIATRIST** or **PSYCHOLOGIST**, have been referred by a **DOCTOR** and follow a specified plan of care that **WE** have **PRE-AUTHORISED**. Any **TREATMENT** must be done **IN-PATIENT** as per the **BENEFITS SCHEDULE** and is subject to the limit set out in the **BENEFITS SCHEDULE**.
- 2.71 **PSYCHIATRIST** means a medical **DOCTOR** with specialist training in treating mental illness. This training must be recognised by a licensing authority and professional organisations in the country where the **PSYCHIATRIST** practices.
- 2.72 **PSYCHOLOGIST** means a mental-health professional who has a graduate degree in clinical psychology from an accredited university and has had at least two years of supervised experience as a practicing **PSYCHOLOGIST**.
- 2.73 **QUALIFIED NURSE** means a nurse who has graduated from a recognised training programme and is registered with the statutory nursing organisation of the country in which they practice.
- 2.74 **REHABILITATION** means **TREATMENT** which in **OUR** opinion is aimed at restoring health and / or mobility in order to allow **YOU** to live a more independent life.
- 2.75 **RELOCATION** means transporting **YOU** from one medical facility to a more appropriate medical facility as the result of a **MEDICAL EMERGENCY**, as determined by **OUR MEDICAL DIRECTOR**.
- 2.76 **RENEWAL** means a **RENEWAL** of **YOUR MEMBERSHIP** as set out in Section 6 herein.
- 2.77 **REPATRIATION** means **YOUR** return to **YOUR COUNTRY OF RESIDENCE** following a **MEDICAL EMERGENCY**.
- 2.78 **RESIDENCE** means the address and country where **YOU** reside within **THE REGION**, which is stated on the **MEMBERSHIP CARD** and was provided in the **MEMBERSHIP** application form to **US**.
No change in address shall be incorporated within the terms of the Membership Guide unless **WE** have been notified and have agreed in writing.
- 2.79 **SPONSORING PARTY** means your employer, family member or other third party who pays or is jointly responsible for paying the **PREMIUM** on **YOUR** behalf.
- 2.80 **SUB-SAHARAN AFRICA** means the Sub-Saharan African continent south of the 15 N latitude, including, Madagascar, the Comoros, Mauritius, Reunion, Seychelles, Sudan, Chad, Niger, Mali and Mauritania.
- 2.81 **SUBSCRIPTION PERIOD** means the period of cover set out in **OUR** latest written **CERTIFICATE OF INSURANCE**.
- 2.82 **TERMINAL ILLNESS** is an **ILLNESS** which, in the opinion of **OUR MEDICAL DIRECTOR**, is incurable, and from which there can be no restoration of health, and which, in the absence of artificial life-prolonging procedures, will inevitably lead to a natural death.
- 2.83 **THE REGION** means Zimbabwe, Angola, Botswana, Democratic Republic of the Congo, Malawi, Mozambique, Namibia, Tanzania, Zambia, and the Republic of South Africa including Lesotho and Eswatini (formerly Swaziland).
- 2.84 **TRAVEL WORLDWIDE** means travel by **YOU** outside the **AREA OF COVER** and is restricted to a limited number of days for any one **MEMBER** in any one **MEMBERSHIP PLAN** year, depending on the **PLAN** subscribed to. The computation of days covered commences on **YOUR** day of departure and concludes on **YOUR** arrival back in the **AREA OF COVER**.
- 2.85 **TREATMENT** means a recognised method that a **DOCTOR** or other licensed health practitioner uses to diagnose, relieve, or cure a disease, **ILLNESS**, or injury. The **TREATMENT** must be provided in line with the generally accepted standards of medical practice of **OUR MEDICAL DIRECTOR** and **OUR MEDICAL DIRECTOR** must consider the **TREATMENT** to be **MEDICALLY NECESSARY**.
- 2.86 **VOLUNTARY EXCESS** means the first amount payable in each and every **ELECTIVE, EMERGENCY, or MEDICALLY NECESSARY** medical **CLAIM** in each **SUBSCRIPTION PERIOD**, for all **IN-PATIENT** and **OUT-PATIENT TREATMENT** and **DAY CASES** prescribed by a **DOCTOR**.
- 2.87 **WAITING PERIOD** means any time period indicated by **US** at **OUR** discretion, calculated from the date of **YOU** joining **OUR PLAN**, or any other date specified in writing by **US**, that must lapse before **CLAIMS** for any specified condition(s) may be eligible under the **PLAN**.
- 2.88 **WE / US / OUR** means **HEALTH INTERNATIONAL** whether or not any action is taken, discretion is exercised, or opinion is reached by **US** or by someone else acting on **OUR** behalf with requisite authority.
- 2.89 **WORLDWIDE** shall mean all countries **WORLDWIDE**.
- 2.90 **YOU / YOUR** means the **MEMBER**.

SECTION 3 – ELIGIBILITY

To qualify for **MEMBERSHIP** of **HEALTH INTERNATIONAL PLANS**, applicants must meet the eligibility requirements for each **PLAN**:

The **RESIDENCE** requirements for each **PLAN** are:

PLAN	DIAMOND	EMERALD	GARNET EVAC PLUS
COUNTRY OF RESIDENCE (Where you reside within THE REGION)	WITHIN THE REGION OF SUB-SAHARAN AFRICA AS STATED IN THE MEMBERSHIP GUIDE	WITHIN THE REGION OF SUB-SAHARAN AFRICA AS STATED IN THE MEMBERSHIP GUIDE	WITHIN THE REGION OF SUB-SAHARAN AFRICA AS STATED IN THE MEMBERSHIP GUIDE
AREA OF COVER	SUB-SAHARAN AFRICA	SUB-SAHARAN AFRICA	SUB-SAHARAN AFRICA EXCLUDING YOUR COUNTRY OF RESIDENCE (YOU must be travelling outside your country of RESIDENCE)

The travel requirements for each **PLAN** are:

PLAN	DIAMOND	EMERALD	GARNET EVAC PLUS
Travel – AREA OF COVER	SUB-SAHARAN AFRICA (unlimited number of trips but there is a limit of a maximum of 90 days per trip)	SUB-SAHARAN AFRICA (unlimited number of trips but there is a limit of a maximum of 90 days per trip)	SUB-SAHARAN AFRICA EXCLUDING YOUR COUNTRY OF RESIDENCE (unlimited number of trips but there is a limit of a maximum of 60 days per trip)
Additional Travel Option	WORLDWIDE (unlimited number of trips but there is a maximum of 90 days per SUBSCRIPTION PERIOD except for the USA and Canada which has a maximum of 30 days per period)	WORLDWIDE (unlimited number of trips but there is a maximum of 90 days per SUBSCRIPTION PERIOD except for the USA and Canada which has a maximum of 30 days per period)	WORLDWIDE (unlimited number of trips but there is a maximum of 60 days per trip except for the USA and Canada which has a maximum of 30 days per trip)

TRAVEL – Important information to note:

The Additional **TRAVEL WORLDWIDE** Option allows **MEMBERS** to purchase (at the applicable **PREMIUM**) 90 days per **MEMBER** per **SUBSCRIPTION PERIOD**.

DIAMOND PLAN – The first 21 days of **WORLDWIDE** travel of a **SUBSCRIPTION PERIOD** are included under the **DIAMOND MEMBERSHIP PLAN**; however, this does not include travel to the USA and Canada. Once the first 21 days have been used then the **MEMBER** may purchase the remaining travel days as per the **BENEFITS SCHEDULE** – clause 6.8 to apply.

Note that travel to USA and Canada is limited to a maximum of 30 days at any one time and in any one **SUBSCRIPTION PERIOD**.

TRAVEL WORLDWIDE is restricted to **MEDICAL EMERGENCIES** and covers **EVACUATION, RELOCATION, and REPATRIATION** as per **SECTION 5 – EXPLANATION OF BENEFITS** clause 5.9 and up to the limits as shown in the **BENEFITS SCHEDULE** and below.

DIAMOND – The limit of cover for any one trip is USD 250, 000 as per the **BENEFITS SCHEDULE**
EMERALD – The limit of cover for any one trip is USD 100, 000 as per the **BENEFITS SCHEDULE**
GARNET EVAC PLUS – The limit of cover for any one trip is USD 250, 000 as per the **BENEFITS SCHEDULE**

SECTION 4 - BENEFITS - WHAT IS COVERED

- 4.1 **DIAMOND PLAN** means the **BENEFITS**, including cover for **MEDICAL EMERGENCIES, EVACUATION, RELOCATION** and / or **REPATRIATION**. It covers **YOUR** medical expenses and **ELECTIVE TREATMENT** in cases of **ILLNESS** or **BODILY INJURY** up to the **MAXIMUM BENEFIT** limit shown on the **BENEFITS SCHEDULE**, including **PERSONAL ACCIDENT**.
YOU are covered for the cost of **EMERGENCY** medical expenses and **ELECTIVE TREATMENT** in cases of **ILLNESS** or **BODILY INJURY** in the Republic of South Africa at the **PREFERRED RATE**.
- 4.2 **EMERALD PLAN** means the **BENEFITS**, including cover for **MEDICAL EMERGENCIES, EVACUATION, RELOCATION** and / or **REPATRIATION**. It covers **YOUR** medical expenses and **ELECTIVE TREATMENT** in cases of **ILLNESS** or **BODILY INJURY** up to the **MAXIMUM BENEFIT** limit shown on the **BENEFITS SCHEDULE**, including **PERSONAL ACCIDENT**. **YOU** are covered for the cost of **EMERGENCY** medical expenses and **ELECTIVE TREATMENT** in cases of **ILLNESS** or **BODILY INJURY** in the Republic of South Africa at the **PREFERRED RATE**.
- 4.3 **GARNET EVAC PLUS PLAN** means the **BENEFITS**, including cover for **MEDICAL EMERGENCIES, EVACUATION, RELOCATION** and / or **REPATRIATION**. It covers **YOUR** medical expenses in cases of **ACUTE ILLNESS** or **ACUTE BODILY INJURY** related to a **MEDICAL EMERGENCY**, up to the **MAXIMUM BENEFIT** limit, as shown on the **BENEFITS SCHEDULE**. **AGGREGATE BENEFIT** is included in the **GARNET EVAC PLUS MEMBERSHIP PLAN**. **AGGREGATE BENEFIT** means the **MAXIMUM BENEFIT** limit per family per year, i.e.; it is an **AGGREGATE BENEFIT** because it is limited per family and not per individual. This is the limit shown on the **BENEFITS SCHEDULE**.

SECTION 5 - EXPLANATION OF BENEFITS

- 5.1 APPOINTMENT OF LOCAL DOCTOR**
 If in the opinion of **OUR MEDICAL DIRECTOR YOU** can be treated in **YOUR** own locality, then **WE** may appoint a **DOCTOR** to attend to **YOU**. Any decision relating to the necessity of **YOUR** transportation will be at **OUR** discretion.
- 5.2 CHILDCARE**
 If **YOUR** children under the age of 12 years accompanying **YOU** are left unattended due to a **MEDICAL EMERGENCY**, **WE** may pay for a person who is in **OUR** opinion appropriate to accompany the minor(s) to their **RESIDENCE** or place of safety.
- 5.3 CANCER LIFE TIME MAINTENANCE BENEFIT** – (Applicable to **DIAMOND** and **EMERALD PLANS** only) **WE** shall pay for the costs incurred following **ONCOLOGY TREATMENT** for check-ups / consultations, tests, drugs, dressings, monitoring, chemotherapy, and radiotherapy if required. Once in remission **YOU** will be placed onto a **CANCER LIFE TIME MAINTENANCE BENEFIT**. This is a **CANCER LIFE TIME MAINTENANCE BENEFIT** per diagnosis following a discernible period of remission. For example, any diagnosed secondaries / reoccurrences of an established primary **CANCER** will trigger a new **BENEFIT**. The **BENEFIT** will be exhausted once the limit has been reached.
- 5.4 CHRONIC LIFE TIME BENEFIT** – (Applicable to **DIAMOND** and **EMERALD PLANS** only)
WE shall pay for the costs incurred (excluding routine check-ups / consultations, drugs and dressings), for the monitoring of an established **CHRONIC CONDITION**, or **ACUTE ON CHRONIC** episodes, provided that these shall not during the period of **YOUR MEMBERSHIP** in aggregate exceed the amounts as stated in the **BENEFITS SCHEDULE**. This is a **CHRONIC LIFE TIME BENEFIT** per **CHRONIC CONDITION**. The **BENEFIT** will be exhausted once the limit has been reached.
- 5.5 COMPASSIONATE EMERGENCY VISIT AND DISCRETIONARY PAYMENT OF ACCOMMODATION COSTS FOR PARENT / GUARDIAN**
 If as a result of **ACUTE ILLNESS** or **ACUTE BODILY INJURY**, **YOU**, whilst travelling alone, are hospitalised or likely to be hospitalised in a country other than **YOUR COUNTRY OF RESIDENCE**, **WE** may, at **OUR** discretion, provide or pay for one economy class return air ticket on a scheduled airline / flight to the person nominated by **YOU** and having the same **COUNTRY OF RESIDENCE** as **YOU** to enable the nominated person to visit **YOU**. Accommodation and all other costs incurred by or on behalf of the nominated person remain the responsibility of that person.
WE may at **OUR** discretion pay for the accommodation costs of a parent / guardian of a child (aged 18 years and under), who is hospitalised, up to the maximum limit shown on the **BENEFITS SCHEDULE**.
- 5.6 DISPATCH OF A MEDICAL DOCTOR**
 At **OUR** discretion and with due regard to **YOUR** condition and where **REPATRIATION** and / or **EVACUATION** is inadvisable, a **DOCTOR** may be dispatched to make an on-site evaluation of **YOUR** condition, to determine **YOUR** suitability for **EVACUATION** and to collaborate with the attending **DOCTOR** and arrange **YOUR** eventual **EVACUATION** or **REPATRIATION**.
- 5.7 DISPATCH OF MEDICINE IN THE EVENT OF A MEDICAL EMERGENCY**
 If any medicine which, in the opinion of **OUR MEDICAL DIRECTOR** is essential for **YOUR TREATMENT**, is not available in **YOUR** locality, but is reasonably available to **US**, then **WE** will dispatch it to **YOU**, but only the cost of the medication shall be paid by **US**.
- 5.8 EMERGENCY DENTAL TREATMENT RESULTING FROM BODILY INJURY**
WE shall pay for the full, reasonable and **MEDICALLY NECESSARY** costs of **EMERGENCY DENTAL TREATMENT** and dental procedures incurred by **YOU** necessary to restore and replace sound natural teeth, lost or damaged as a result of **BODILY INJURY**, and including the extraction of impacted Wisdom teeth under the **DIAMOND** and **EMERALD PLANS**. Additionally, we shall cover **EMERGENCY DENTAL TREATMENT** up to USD250 per **MEMBER** per **SUBSCRIPTION PERIOD**.
- 5.9 EMERGENCY MEDICAL ASSISTANCE INVOLVING EVACUATION, RELOCATION AND REPATRIATION**
 In the event of a **MEDICAL EMERGENCY** where **WE** consider the local medical services available to **YOU** to be inadequate or should the attending **DOCTOR**, in agreement with **OUR MEDICAL DIRECTOR**, recommend hospitalisation of a kind not available in **YOUR** locality, or preferred to that in **YOUR** locality, then **WE** will arrange, monitor, supervise and pay for the following services: -
- 5.9.1 **YOUR EVACUATION** to one of the nearest appropriate **HOSPITALS**; and / or
 - 5.9.2 The **RELOCATION**, with or without medical supervision, by any means considered by **US** to be suitable (including air ambulance, chartered or commercial flight, or road transport), to a **HOSPITAL** more appropriately equipped for the particular **ACUTE BODILY INJURY** or **ACUTE ILLNESS**; and / or

SECTION 5 - EXPLANATION OF BENEFITS (Continued)

- 5.9.3 the **REPATRIATION**, including road ambulance transfers, to and from the airports with necessary medical supervision to an appropriate **HOSPITAL** or other health-care facility near **YOUR RESIDENCE**, provided that **YOUR MEDICAL CONDITION** permits such actions.
- 5.10 **EMERGENCY MEDICAL REFERRAL**
WE may refer **YOU** to a **DOCTOR** or **HOSPITAL** for **EMERGENCY TREATMENT**.
- 5.11 **HIV or AIDS LIFE TIME BENEFIT** – (Applicable to **DIAMOND** and **EMERALD PLANS** only)
WE shall pay for the costs incurred subject to clause 8.23 (excluding routine diagnosis, check-ups / consultations, counselling, drugs, dietary requirements, maintenance and dressings) after the stated **WAITING PERIOD** for the **TREATMENT**, as an **IN-PATIENT**, arising from or in any way related to Human Immunodeficiency Virus (**HIV**) and / or **HIV** related illness, including Acquired Immune Deficiency Syndrome (**AIDS**) or **AIDS** Related Complex Syndrome (**ARCS**) and / or any mutant derivative or variation thereof provided that these shall not during the period of **YOUR MEMBERSHIP** in aggregate exceed the amounts as stated in the **BENEFITS SCHEDULE**.
- 5.12 **IN-PATIENT PSYCHIATRIC TREATMENT**
WE shall pay for the costs directly relating to the **IN-PATIENT PSYCHIATRIC TREATMENT** of mental illness, psychiatric disorder, anxiety, and depression; please note that other conditions may be included at the discretion of **OUR MEDICAL DIRECTOR**. The **PSYCHIATRIC TREATMENT** must be under the direct supervision of the **PSYCHIATRIST** or **PSYCHOLOGIST**, have been referred by a **DOCTOR** and follow a specified plan of care that **WE** have **PRE-AUTHORISED**. Any **TREATMENT** must be done **IN-PATIENT** as per the **BENEFITS SCHEDULE** and is subject to the limit set out in the **BENEFITS SCHEDULE**.
- 5.13 **MEDICAL**
WE provide the **BENEFITS** listed under clause 5.13.1 to **YOU** (depending on the **PLAN** selected) in the event of a **MEDICAL CONDITION** (whether it is non-life threatening or resulting from a **MEDICAL EMERGENCY**) up to the **MAXIMUM BENEFIT** limit shown on the **BENEFITS SCHEDULE**.
- 5.13.1 **MEDICAL EXPENSES**
WE shall pay for all reasonable expenses for medical **TREATMENT**, diagnosis and advice to **YOU** on condition of the following:-
- 5.13.1.1 Such expenses are incurred during **YOUR MEMBERSHIP**;
- 5.13.1.2 Such expenses incurred are in accordance with the terms and conditions contained herein;
- 5.13.1.3 The expenses relate to **TREATMENT** that is **MEDICALLY NECESSARY**;
- 5.13.1.4 In cases of **ACUTE BODILY INJURY** and **ACUTE ILLNESS**, only such expenses as are prescribed and administered through a properly qualified and licensed **DOCTOR** who is registered to provide the specialised services required;
- 5.13.1.5 In cases other than **ACUTE BODILY INJURY** and **ACUTE ILLNESS**, only such expenses as are prescribed and administered through a properly qualified and licensed **MEDICAL SPECIALIST** who is in the opinion of **OUR MEDICAL DIRECTOR**, registered and qualified to provide the specialised services required;
- 5.13.1.6 Such expenses as are **PRE-AUTHORISED** by **US**, and all **BENEFITS** are subject to the **MAXIMUM BENEFIT** limit as stated in the **BENEFITS SCHEDULE**;
- 5.13.1.7 Where services have been provided in the Republic of South Africa, **WE** will only pay eligible charges at the **PREFERRED RATE**.
- 5.14 **MONITORING**
WE will endeavour to regularly keep **YOU** and / or members of **YOUR** family informed of **YOUR** condition and the nature of the **ASSISTANCE** rendered.
- 5.15 **NEWBORN BENEFIT** - (Applicable to **DIAMOND** and **EMERALD PLANS** only).
WE shall pay for the costs incurred on behalf of a **PRE-REGISTERED NEWBORN MEMBER** for **IN-PATIENT TREATMENT** immediately following birth for any **ACUTE ILLNESS** including birth defects and congenital abnormalities as long as these present within the period as shown on the **BENEFITS SCHEDULE**. **WE** shall pay for the costs of **HOSPITAL ACCOMMODATION** for the mother whilst the **NEWBORN MEMBER** receives **TREATMENT in HOSPITAL**. This **BENEFIT** is subject to the **MAXIMUM BENEFIT** limit shown on the **BENEFITS SCHEDULE**.

SECTION 5 - EXPLANATION OF BENEFITS (Continued)

- 5.16 **PREGNANCY AND CHILDBIRTH** - (Applicable to **DIAMOND PLANS** only)
DIAMOND PLANS are limited to routine **PREGNANCY** and **CHILDBIRTH**, including pre- and post-natal check-ups, delivery and the initial well-baby check at birth. **WE** shall pay for the costs associated with **PREGNANCY AND CHILDBIRTH**, provided that such costs shall not exceed the **MAXIMUM BENEFIT** limit shown on the **BENEFITS SCHEDULE** in respect of any **MEMBER**, in any **SUBSCRIPTION PERIOD**.
- 5.17 **CHILDBIRTH** – (Applicable to **EMERALD PLANS** only)
EMERALD PLANS are limited to **IN-PATIENT** costs associated with delivery including the initial well baby check at birth. **WE** shall pay for the costs associated with **CHILDBIRTH**, provided that such costs shall not exceed the **MAXIMUM BENEFIT** limit shown on the **BENEFITS SCHEDULE** in respect of any **MEMBER**, in any **SUBSCRIPTION PERIOD**.
- 5.18 **COMPLICATIONS DURING PREGNANCY** – (Applicable to **DIAMOND PLANS** and **EMERALD PLANS**)
Any complications which present during **PREGNANCY** which directly affect the health of the mother, or child, or both and may become life threatening and which may lead to hospitalisation will be covered up the **MAXIMUM LIMIT** as shown on the **BENEFITS SCHEDULE**.
- 5.19 **ONCOLOGY BENEFIT**
WE shall pay for the costs of **TREATMENT** that is aimed to cure **CANCER** whether received as **IN-PATIENT** or **OUT PATIENT TREATMENT** or as a **DAY CASE** from time of diagnosis including all tests, drugs, chemotherapy and radiotherapy, and any diagnosed secondaries / reoccurrences of an established primary **CANCER**.
- 5.20 **PERSONAL ACCIDENT BENEFIT**
WE shall pay to the **MEMBER** or the **MEMBER's** Executors or Administrators, or Beneficiaries (if stated) as advised in writing at the time the limit as set out in the **BENEFITS SCHEDULE** for **DISMEMBERMENT** or death as a result of an **ACCIDENT** as defined under clause 2.61.1 after the total claim has been substantiated and provided always that:
- 5.20.1 The **BENEFIT** shall not be payable under more than one of the items of the **BENEFITS SCHEDULE** in respect of the consequences of one **ACCIDENT**.
- 5.20.2 The total limit payable under this **BENEFIT** in respect of any one or more **CLAIMS** in respect of any one **MEMBER** shall not exceed in all the largest **BENEFIT** under any one of the items contained in the **BENEFITS SCHEDULE**.
- 5.20.3 If an **ACCIDENT** causes the death of the **MEMBER** within 12 months following the date of the **ACCIDENT** and prior to the definite settlement of the **BENEFIT** for **DISMEMBERMENT** provided for under clause 2.61.1 and 2.61.3 there shall be paid only the maximum limit as stated in the **BENEFITS SCHEDULE**.
- 5.21 **REMOTE MEDICAL ADVICE**
Should **YOU** require medical advice or **ASSISTANCE**, **YOU** or **YOUR** representative may telephone the Control Centre of **YOUR** local Ambulance Service or **OUR** contact person in **YOUR** area (see contact details shown on **YOUR MEMBERSHIP CARD**). The advice given may include particulars of the nearest **DOCTOR** or **HOSPITAL** for consultation or admission. As a telephone conversation may not permit accurate diagnosis, this service shall be considered as advisory only.
- 5.22 **REPATRIATION AFTER TREATMENT**
After **YOUR** discharge from the **HOSPITAL** where **YOU** have been admitted or transferred, as provided for in clause 5.9 and 5.10 hereof, **WE** will arrange and pay for **YOUR** return, as an economy class fare-paying passenger on a scheduled airline / flight, to **YOUR COUNTRY OF RESIDENCE** when such return is possible according to the medical opinion of the attending **DOCTOR** and **OUR MEDICAL DIRECTOR**. **WE** shall have such obligation only where **YOU** are not holding a valid travel ticket as part of **YOUR** original travel arrangements.
- 5.23 **REPATRIATION OF MORTAL REMAINS**
In the event of **YOUR** death arising from the **MEDICAL EMERGENCY** or whilst hospitalised outside **YOUR COUNTRY OF RESIDENCE**, **WE** will repatriate the mortal remains by scheduled aircraft or pay for burial or cremation in the country of **YOUR** demise up to an amount equivalent to the **REPATRIATION** costs that would have been incurred in repatriating the mortal remains. This **BENEFIT** is subject to the **MAXIMUM BENEFIT** limit shown on the **BENEFITS SCHEDULE**.
- 5.24 **TERMINAL ILLNESS BENEFIT**
This **BENEFIT** includes the cost related to **PALLIATIVE TREATMENT** and / or **LIFE EXTENDING** on approval by **OUR MEDICAL DIRECTOR** up to the limit shown on the **BENEFITS SCHEDULE**.

SECTION 6 – CONDITIONS

- 6.1 **WE** have the right to withhold **BENEFIT** for **TREATMENT** by **DOCTORS** who do not hold internationally recognised qualifications or training.
- 6.2 **YOU** may remain **OUR MEMBER** for an indefinite period subject to the terms and conditions set out herein and subject to **YOU** renewing **YOUR MEMBERSHIP** annually before the expiry of the **SUBSCRIPTION PERIOD**.
- 6.3 **OUR** Membership Application Form, including the medical questionnaire, must be completed in full on **YOUR** behalf and **YOUR** family's behalf and signed by **YOU** or the person having legal charge over any **DEPENDANT**. All particulars declared are deemed to be certified to be accurate in all respects and given in utmost good faith by **YOUR** signature or that of **YOUR** legal representative, or guardian in the case of a minor. In case of any false declaration and / or omissions, **WE** may in **OUR** discretion treat **YOUR MEMBERSHIP** as null and void, forfeit **YOUR PREMIUM** and any **CLAIM(S)** shall be invalidated.
- 6.4 **YOU** agree and undertake to subscribe to **OUR** services at the **PREMIUM** stipulated on the applicable **PREMIUM** table from time to time and agree to be bound by the terms, conditions and exclusions of the Membership Guide.
- 6.5 Upon acceptance by **US** of **YOUR** application and receipt of the **PREMIUM** and issuance of a **MEMBERSHIP CARD**, **WE** undertake to perform **OUR** obligations to **YOU** in the event of **ACUTE BODILY INJURY, ACUTE ILLNESS, BODILY INJURY** or **ILLNESS** subject to the terms and conditions set out in the Membership Guide and the **PLAN** selected.
- 6.6 **WE** shall be entitled to decline a new application for **MEMBERSHIP** and **OUR** decision shall be final and binding, and **WE** shall not be required to furnish or substantiate **OUR** reasons for declining any new application.
- 6.7 New **MEMBERS**, unless approved by the **MEDICAL DIRECTOR**, must be under 65 years old at date of joining. The **PERSONAL ACCIDENT BENEFIT** is for **MEMBERS** 18 years and over at joining or renewal of a **SUBSCRIPTION PERIOD**.
- 6.8 All **MEMBERS** must complete the required Travel Application form at least 48 hours prior to travel. All **MEMBERS** aged 70+ are required to provide a letter from their usual **DOCTOR** stating that they are fit and well enough to undertake any planned travel period and itinerary. Any **MEMBER** who has undergone major surgery / **TREATMENT** in the six months preceding date of travel is required to submit a medical report from the treating Specialist confirming that the **MEMBER** is fit and well to travel and will not be susceptible to any extraordinary medical risk during the period of the intended travel. This requirement relates to travel **BENEFITS** and **TRAVEL WORLDWIDE** for **DIAMOND** and **EMERALD MEMBERSHIP PLANS**.
- 6.9 The headings appearing in the Membership Guide have been used for reference purposes only and shall not affect its interpretation.
- 6.10 Unless the context clearly indicates the contrary intention, words importing any one gender shall include the other, the singular shall include the plural and vice versa.
- 6.11 **YOU** may renew **YOUR PLAN** at the end of each **SUBSCRIPTION PERIOD** subject to payment of the relevant **PREMIUM** and subject to the **BENEFITS** in force at the time of the **RENEWAL** date. Prior to the **RENEWAL** date **YOU** will receive a **RENEWAL NOTICE** either directly from **US** or via **YOUR** Agent or Broker. **YOUR PREMIUM** on **RENEWAL** will be subject to medical inflations and will be based on **YOUR** age, ages of **DEPENDANTS**, **YOUR** current **PLAN**, optional **BENEFITS**, **YOUR COUNTRY OF RESIDENCE** and **YOUR** chosen excess amount. A **NO CLAIMS BONUS** for **CLAIM** free years will also be taken into consideration. Prior to the **RENEWAL** date **YOU** are required to update **US** on relevant changes to **YOUR** and **YOUR DEPENDANTS'** medical conditions, medications, lifestyle, occupations and hazardous sports or pastimes by way of completing an information update form or such other form or document as may be required by **US** from time to time. If no such form is received, timeously or at all, **YOU** will be deemed to have declared that there is no such change and that **YOUR** previous declaration remains unchanged.
- 6.12 **YOU** shall be solely responsible for prompt and timeous payment of all and any **PREMIUMS** payable to **EXPACARE INSURANCE COMPANY (MAURITIUS) LIMITED** throughout the **MEMBERSHIP** whether or not **YOUR** employer or any other third party enters into an agreement or arrangement whatsoever with **HEALTH INTERNATIONAL** regarding the same. In the event that any **PREMIUMS** or part thereof are due and payable are not paid timeously, **EXPACARE INSURANCE COMPANY (MAURITIUS) LIMITED** shall not be obliged to meet any **CLAIMS** arising on or after the date on which any such payment fell due.

SECTION 7 - CANCELLATION

- 7.1 **MEMBERSHIP** may be cancelled, subject always to any variation or addition thereto as may be agreed in writing, by either party subject to 10 (ten) working days' notice in writing to the other at the last known address, provided always that no such notice shall be valid unless given prior to the expiry of 9 (nine) calendar months from the commencement of **MEMBERSHIP**.
- 7.2 In the event of cancellation by either party, a refund of **PREMIUM** may be allowed and paid by **US** in such circumstances and in such amounts as **WE** may, in **OUR** sole discretion, determine. Under no circumstances shall any refund be considered where **CLAIMS** have been paid or are outstanding.
- 7.3 **WE** will not be liable for a pro rata return of **PREMIUM** in respect of a **GARNET EVAC PLUS** in the event of cancellation by either party.
- 7.4 In cases where **YOUR PREMIUM** is paid by a **SPONSORING PARTY** it remains **YOUR** responsibility to ensure that **YOUR PREMIUM** is paid on time and in full. **WE** will not notify **YOU** if the **SPONSORING PARTY** causes **YOUR MEMBERSHIP** to lapse or be cancelled.
- 7.5 Sanction Limitation; **WE** will not provide any cover or pay any **CLAIM** or provide any **BENEFIT** to the extent that the provision of such cover, payment of such **CLAIM** or provision of such **BENEFIT** would expose **US**, **OUR** associated companies or **OUR** ultimate controlling entity to any such sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws and regulations of the European Union, United Kingdom, United States of America and Mauritius.
- 7.6 Any false statements made in the application form, **RENEWAL** form, or any other form required throughout the **MEMBERSHIP PLAN** may at **OUR** discretion render the **MEMBERSHIP** null and void. Any false statements or the non-disclosure of any material information may, at **OUR** discretion, render the **MEMBERSHIP** null and void.
- 7.7 **YOU** shall be solely responsible for prompt and timeous payment of all and any **PREMIUMS** payable to **EXPACARE INSURANCE COMPANY (MAURITIUS) LIMITED** throughout the **MEMBERSHIP** whether or not **YOUR** employer or any other third party enters into an agreement or arrangement whatsoever with **EXPACARE INSURANCE COMPANY (MAURITIUS) LIMITED** regarding the same. In the event that any **PREMIUMS** or part thereof are due and payable are not paid timeously, **EXPACARE INSURANCE COMPANY (MAURITIUS) LIMITED** shall not be obliged to meet any **CLAIMS** arising on or after the date on which any such payment fell due.

SECTION 8 - EXCLUSIONS - WHAT IS NOT COVERED

WE shall be under no obligation to provide any **BENEFITS** to **YOU**, in the following circumstances:-

- 8.1 Alternative insurance or medical aid: If **YOU** are covered by any medical insurance or are a member of a Medical Aid Society then **YOU** are obliged in the first instance to **CLAIM** against such insurance or Medical Aid. **WE** shall only be responsible in respect of amounts which exceed the cover provided by such insurance and Medical Aid and up to the **BENEFIT** limits as set out in the **BENEFITS SCHEDULE**;
- 8.2 Any expense not specifically stated in this **MEMBERSHIP PLAN** as being insured and any expenses, which exceed the individual **BENEFIT** limits or **MAXIMUM BENEFIT** of the **MEMBERSHIP PLAN**, as shown on the **BENEFITS SCHEDULE**.
- 8.3 Any expenses where no supporting documents are available.
- 8.4 Assisted **PREGNANCY**: Where any complications arise from a **PREGNANCY** resulting from assisted conception, the **BENEFITS** payable by **US** will be limited to the amounts as set out in the **BENEFITS SCHEDULE** applicable to **ROUTINE PREGNANCY AND CHILDBIRTH**; further the exclusion set out in clause 8.40 applies;
Costs of **TREATMENT** needed by a **NEWBORN MEMBER** as a consequence of a **PREGNANCY** following assisted conception (for example, a premature newborn child requiring admittance into a special care unit or other paediatric intensive care unit) will be paid by **US** up to the benefit limit under the **NEWBORN BENEFIT** as per the **BENEFITS SCHEDULE**, for babies conceived after the first 12 months from date of new **MEMBERSHIP**;
- 8.5 Birth defects and congenital abnormalities being medical conditions that are present at birth or believed to have been present since birth, whether inherited or caused by any environmental factor, being any abnormality or disability, anomaly, deformity, disease, **ILLNESS** or injury which presented at birth (whether diagnosed or not), problems caused by or which happened before the baby was born (for example, the effect of a drug) or problems due to an early or abnormal birth;
Inherited or hereditary conditions of a newborn child that either parent:
 - 8.5.1 Knows exists, and / or
 - 8.5.2 Suffers from, and / or
 - 8.5.3 Has had **TREATMENT** or medication for, and / or
 - 8.5.4 Knows has been or is present in the **IMMEDIATE FAMILY**.
- 8.6 Bone Disease the cost of **TREATMENT** of bone disease when related to gum disease;
- 8.7 **CHRONIC CONDITION**: The costs of **TREATMENT** relating to a **CHRONIC CONDITION** unless this has been agreed in writing by **US**;
- 8.8 **CLAIMS**, which in the opinion of **OUR MEDICAL DIRECTOR**, arise from the use of e-cigarettes.
- 8.9 Cosmetic surgery for **ELECTIVE** cosmetic or plastic surgery and any consequences of having such surgery unless, in the opinion of **OUR MEDICAL DIRECTOR**, it is necessitated by a covered **MEDICAL EMERGENCY** or for remedial purposes as a result of a covered surgical procedure and which has been authorised by **US**;
- 8.10 Damage to teeth being the costs of dental treatment following accidental damage to teeth resulting from eating any foods;
- 8.11 Dental care being the cost of orthodontic or any dental care, including but not limited to fillings, scaling and polishing, root canal **TREATMENT** and **TREATMENT** of abscesses;
- 8.12 Deliberate exposure to exceptional danger or risk (except to save a human life) which leads to injury, **ILLNESS**, **DISMEMBERMENT** or death;
- 8.13 Dermatological treatment including but not exclusive to skin blemishes, moles (including routine mole mapping), birth marks, acne (with the exception nodular / cystic acne), photo dynamic therapy or solar keratosis;
- 8.14 Eating disorder being the costs of **TREATMENT** of eating disorders such as, but not limited to, anorexia nervosa and bulimia;
- 8.15 Experimental **TREATMENT** and drugs: **YOU** are not covered for **TREATMENTS** that in **OUR** reasonable opinion are experimental, not scientifically recognised or not proven to be effective based on established medical practice including complications or side effects of these **TREATMENTS** which have not been authorised by **US**;
- 8.16 Eyes and ears for the cost of routine eyesight or hearing tests or the cost of eyeglasses, contact lenses, laser eye **TREATMENT**, specialised intraocular lenses, hearing aids or cochlear implants;
- 8.17 Failure to obtain authorisation: where **TREATMENT** was not approved in advance by **US**;
- 8.18 Fees for filling in **CLAIM** forms or for the release of medical information being charges levied by **DOCTORS** or **DENTISTS** for filling in **CLAIM** forms or providing medical reports and other documentation or for validating **CLAIMS**;
- 8.19 Fees for police reports and medical reports, **YOU** are not covered for charges where a police report or a medical report is required.
- 8.20 Foetal **TREATMENT** which is any surgery or other **TREATMENT** of the foetus whilst still in the womb;

SECTION 8 - EXCLUSIONS - WHAT IS NOT COVERED (Continued)

- 8.21 **GARNET EVAC PLUS** where medical expenses are incurred under **GARNET EVAC PLUS PLAN** by **YOU** in **YOUR COUNTRY OF RESIDENCE**;
- 8.22 Hepatitis 'B' for costs directly or indirectly arising out of or consequent upon or contributed to by Hepatitis 'B';
- 8.23 **HIV** or **AIDS**: If it has been established that **YOU** have contracted **AIDS** or **HIV**, **WE** will not be held responsible for paying any **TREATMENT** and / or expenses incurred and will, where necessary, seek reimbursement from **YOU** for any expenses that might have been paid or authorised by **US**, except as provided for under the **BENEFITS SCHEDULE** following the stated **WAITING PERIOD** under clause 8.62.3;
- 8.24 HRT for all costs incurred for hormone replacement therapy;
- 8.25 Subject to cover for **PSYCHIATRIC TREATMENT** done as an **IN-PATIENT**, as defined in clause 2.40 and clause 2.70, **ILLNESS(ES)** which are directly or indirectly connected with any **ILLNESS** of a mental or nervous nature; including **PSYCHIATRIC TREATMENT** and / or evaluations as an **IN-PATIENT** or **OUT-PATIENT**;
- 8.26 This **MEMBERSHIP PLAN** excludes medical **TREATMENT** for learning difficulties, hyperactivity, attention deficit disorder, speech therapy, behavioural problems or development problems. This list is non-exhaustive and other scholastic, or similar, issues may be excluded at the discretion of the **MEDICAL DIRECTOR**.
- 8.27 Kidney dialysis for long-term kidney dialysis. However, **WE** will pay for up to six weeks of kidney dialysis if needed immediately before a kidney transplant which is a covered **MEDICAL EMERGENCY** and / or for **ACUTE INJURY** or trauma and which has been authorised by **US**;
- 8.28 Medical aids: Cost of supplying, maintaining, hiring or fitting any physical aids or corrective devices (for example hearing aids, wheelchair, walking sticks, orthotics or supportive devices) or other equipment, medical or otherwise unless required for a covered **MEDICAL CONDITION** and such costs have been approved by **OUR MEDICAL DIRECTOR**, or any other equipment, medical or otherwise;
- 8.29 Morbid obesity being **TREATMENT** for, or related to morbid obesity, being where body mass index (BMI) is, in the opinion of **OUR MEDICAL DIRECTOR**, in excess of '40' whether pre-existing or not;
- 8.30 Newborns in respect of newborns until after discharge from **HOSPITAL** following birth and in any event only if **YOU** have notified **US** within 30 days of the date of birth, for babies conceived within the first 12 months from date of a new **MEMBERSHIP**;
- 8.31 No cover is provided under this **MEMBERSHIP PLAN** if medical advice has not been followed.
- 8.32 Non-medically necessary goods and services for costs of food, lodging or transportation for a companion, except in the case of a child who is 18 years and under when accommodation and board may be included at **OUR** discretion for a parent / guardian for not more than USD100 per day of in-patient confinements up to a maximum of 30 days;
- 8.33 Not medically necessary: **TREATMENT** provided which, in the opinion of **OUR MEDICAL DIRECTOR**, is not medically necessary;
- 8.34 Nursing homes, convalescence homes, health hydro complexes, step down facilities, home nursing and nature cure clinics or similar establishments for costs incurred for rest cures, senatorial or custodial periods of quarantine or isolation, unless required in the opinion of **OUR MEDICAL DIRECTOR**, after **HOSPITAL** discharge for post-operative and / or **MEDICALLY NECESSARY REHABILITATION** up to a maximum limit of USD15,000 or for a maximum period of 90 days, whichever is reached first, for a step down or related facility, and up to a maximum period of 12 months or to the maximum limit stated, whichever is reached first, for **OUT-PATIENT REHABILITATION**;
- 8.35 Organ donation of any kind;
- 8.36 Organ transplant: The aggregate **BENEFITS** directly or indirectly relating to an organ transplant are limited to USD250,000 in respect of **DIAMOND PLAN MEMBERS** and to USD100,000 in respect of **EMERALD PLAN MEMBERS**;
- 8.37 Removal and transportation of donor organ – **WE** will not pay any costs in relation to the search or cross-border transport of a donor organ.
- 8.38 **OUR** obligations for any costs, loss or injury resulting from **OUR** failure to carry out **OUR** obligations set out in the Membership Guide due to circumstances beyond **OUR** control;

SECTION 8 - EXCLUSIONS - WHAT IS NOT COVERED (Continued)

- 8.39 Pre-existing conditions as a result of any pre-existing **ILLNESS** or condition or any complications of a pre-existing **ILLNESS** or condition for which **YOU** have received medical advice or **TREATMENT** preceding the date of **YOUR** application for **MEMBERSHIP**, or arising from a **CHRONIC CONDITION** as determined by **OUR MEDICAL DIRECTOR**; **WE** will pay for the cost of **TREATMENT** of a pre-existing **ILLNESS** or condition, or a condition, which results from or is related to a pre-existing condition provided:-
- 8.39.1 **YOU** gave all the information asked for by **US** regarding **YOUR** medical history on the **MEMBERSHIP** application form at the time of application;
- 8.39.2 Neither **YOU** nor the **DEPENDANT** with the pre-existing condition knew about the pre-existing condition before the effective date of **MEMBERSHIP**;
- 8.39.3 **WE** did not specifically exclude cover for costs of **TREATMENT**, when **MEMBERSHIP** details were sent to **YOU**;
- 8.40 **PREGNANCY AND CHILDBIRTH** for the cost of ending a **PREGNANCY** on non-medical grounds as well as antenatal classes and midwifery costs when not associated with delivery, and costs associated with routine **PREGNANCY AND CHILDBIRTH** where the date of conception is within the first 12 months from the date of new **MEMBERSHIP** and for all costs related to **PREGNANCY, CHILDBIRTH** and postnatal health whether normal, assisted or complicated unless the **PREGNANCY** is **PRE-REGISTERED** with **US** before the end of the second trimester;
- 8.41 Professional sports, dangerous activities or circumstances which may lead to injury, **ILLNESS, DISMEMBERMENT** or death:
- 8.41.1 Whilst **YOU** are engaged in any professional sporting activity, or any sport or activity considered by **US** at **OUR** discretion as being of a dangerous nature without limiting the generality thereof, including but not limited to parachuting, gliding, paragliding, parascending, white water rafting, canoeing, underwater diving involving the use of any artificial apparatus, unless **YOU** hold an Open Water Diving Certificate and are diving with another certified diver or **YOU** are diving with a certified instructor both no deeper than 30 meters below the surface, off-road biking such as 'motor cross', hang-gliding, or bungee jumping, quad biking, micro lighting or any occupation considered by **US** at **OUR** discretion as being of a dangerous nature, without limiting the generality thereof, including but not limited to mining, construction and security unless previously disclosed and accepted by **US**;
- 8.41.2 Whilst **YOU** are engaging or participating in racing of any kind involving the use of a power driven vehicle, vessel or aircraft, aeronautics or aviation except as a fare paying passenger in a properly licensed and operated aircraft over recognised air routes. **WE** may consider granting cover to **YOU** if licensed to fly **YOUR** own (or a) registered aircraft;
- 8.41.3 Directly or indirectly by, or arising from or contributed to by nuclear material or by ionizing radiation or contamination by radio activity or by weapons of mass destruction, including chemical, biological or nuclear contamination of whatever nature;
- 8.41.4 Or attributable directly or indirectly to or occurs as a consequence of war, invasion, acts of foreign armies, armed hostility (regardless of there being no formal declaration of war), civil war, rebellion, revolution, insurrection or military or usurped power, mutiny, terrorism, riot, strike and civil commotion, martial law or state of siege, or attempted overthrow of government, or as a member of any security force or group engaging in any aforementioned activities;
- EVACUATION / REPATRIATION** may be considered if **YOU** suffer **ACUTE BODILY INJURY** as a result of any of the foregoing events provided **YOU** were not actively participating or had travelled into an area where it is common knowledge that any of the foregoing events are imminent or in progress;
- 8.42 Reproductive medicine being the costs relating to testing fertility, treating infertility and or artificial / assisted conception. The costs of any form of contraception are also excluded;
- 8.43 Removal of Healthy Tissue – **YOU** are not covered for the costs and expenses arising from or relating to removing fat or surplus healthy tissue from any part of the body.

SECTION 8 - EXCLUSIONS - WHAT IS NOT COVERED (Continued)

- 8.44 Routine examinations, screening and check-ups being:
- 8.44.1 routine examinations, procedures, check-ups, consultations, routine prescription medication, Acute drugs and Chronic Drugs for a known **CHRONIC CONDITION**, including drugs prescribed without being aimed at any specific cure;
 - 8.44.2 the cost of well-baby care and routine immunizations;
 - 8.44.3 routine physical check-ups;
 - 8.44.4 visits to General Practitioners;
 - 8.44.5 visits to **MEDICAL SPECIALISTS**, unless then sent for further exploratory investigations;
 - 8.44.6 visits to a casualty during office hours where the **MEMBER** could adequately have been seen by a General Practitioner in the opinion of **OUR MEDICAL DIRECTOR**;
 - 8.44.7 investigations requested by a General Practitioner unless authorised by our **MEDICAL DIRECTOR** or a **MEDICAL SPECIALIST** and Primary Healthcare Services including ophthalmic visits and prescription spectacles;
 - 8.44.8 Well Woman benefits, including issuing medical certificates, health screening examinations or tests to rule out the existence of a condition for which **YOU** do not have any symptoms provided that, if a condition is diagnosed during a Well Woman check that leads to further investigations and a valid **CLAIM**, then **WE** may in **OUR** discretion refund to the **MEMBER** the cost of the Well Woman check, up to a maximum of USD500 per **MEMBERSHIP** year;
- 8.45 Sanction Limitation; **WE** will not provide any cover or pay any **CLAIM** or provide any **BENEFIT** to the extent that the provision of such cover, payment of such **CLAIM** or provision of such **BENEFIT** would expose **US**, **OUR** associated companies or **OUR** ultimate controlling entity to any such sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws and regulations of the European Union, United Kingdom, United States of America and Mauritius.
- 8.46 Self and consensually inflicted injuries, attempted suicides and criminal acts which arise directly or indirectly from **YOUR** intentional and / or deliberate act, such as self-inflicted injury or attempted suicide or where **YOU** encourage or consent to injuries being inflicted on **YOU**, or where **YOU** participate in any criminal activity;
- 8.47 Self-discharge: where **YOU** discharge yourself from a Medical Facility against medical advice, and / or, refuse or fail to follow the medical advice and **TREATMENT** recommended by **YOUR DOCTOR** and **YOUR** refusal to follow the medical advice results in additional **TREATMENT** becoming necessary, which but for this exclusion would be payable by **US**;
- 8.48 Sexual problems, sex change and sexually transmitted infections being the costs relating to the **TREATMENT** of sexual problems including impotence / erectile dysfunction, or a sex change. **YOU** are not covered for the costs of treating sexually transmitted infections or sequelae;
- 8.49 Sleep disorders for any costs related to snoring or sleep apnoea including sleep studies or corrective surgery;
- 8.50 Stem cell transplants for any medical condition, apart from the **TREATMENT of CANCER** where it is **PRE-AUTHORISED**. This is subject to change at the discretion of **OUR MEDICAL DIRECTOR**.
- 8.51 Substance abuse: where any injury, **ILLNESS** or death which, in the opinion of **OUR MEDICAL DIRECTOR**, results from or has been contributed to by the abuse of alcohol, recreational drugs or any substance (including medications taken for a reason different to that for which they were intended, or in a manner or in quantities other than as medically directed or prescribed);
- 8.52 Surgical or medical appliances or equipment being the cost of supplying, fitting or hiring physical aids or corrective devices (for example, hearing aids, hoists or wheelchairs) with the exception of crutches and Zimmer frames after a medical procedure, where this is necessary in the opinion of **OUR MEDICAL DIRECTOR**. **WE** will pay for surgically implanted body parts (see Definition of "**PROSTHESIS** and **SURGICAL APPLIANCE**");
- 8.53 **TERMINAL ILLNESS** costs relating to **PALLIATIVE TREATMENT** of a **TERMINAL ILLNESS** except where **YOU** have received prior approval from **OUR MEDICAL DIRECTOR**, up to the **MAXIMUM BENEFIT** limit as set out in the **BENEFITS SCHEDULE**;

SECTION 8 - EXCLUSIONS - WHAT IS NOT COVERED (Continued)

- 8.54 Third Party acts, omissions and liability:
- 8.54.1 **ASSISTANCE** may be provided to **YOU** by **US** or by independent contractors on **OUR** behalf. **WE** shall not be liable to **YOU**, **YOUR** heirs or executors for any loss or damage or **BODILY INJURY YOU** may sustain as a result of **ASSISTANCE** being rendered to **YOU** or as a result of a delay or failure, for whatever reason, to render **ASSISTANCE** to **YOU** by **US** or by an independent contractor acting on **OUR** behalf;
- 8.54.2 **WE** shall not be liable to **YOU** for the loss or damage caused or attributable to the negligence, whether gross or otherwise, wrongful acts and / or omissions of any of the medical, paramedic and nursing staff or other health-care professionals or other persons who may provide direct or indirect services to **YOU** in terms of the Membership Guide.
- 8.54.3 Where **YOUR BODILY INJURY** or **ILLNESS** is attributable to the act or omission of any third party under circumstances entitling **YOU** to recover damages for such **BODILY INJURY** or **ILLNESS** from such third party, **YOU** shall be obliged: -
- 8.54.3.1 To notify **US** in writing of **YOUR** intentions to take action for the recovery of such damages from such third party, identifying the third party to **US**;
- 8.54.3.2 To include in **YOUR CLAIM** against the Third Party all amounts disbursed by **US** in rendering **ASSISTANCE** and **BENEFITS** to **YOU**, the sum total of which amounts shall be confirmed by **US** to **YOU** for this purpose;
- 8.54.3.3 Forthwith upon recovering these amounts, to pay same over to **US**;
- 8.54.4 In the event that **YOU** do not intend to take action to recover damages from any third party, **WE** shall be entitled, against the delivery of an appropriate indemnity in respect of legal costs, to require **YOU** to cede and assign **YOUR** rights of action against such a third party to **US**. If **WE** do proceed against the third party who caused or contributed to **YOUR BODILY INJURY** or **ILLNESS**, **YOU** shall be obliged to co-operate with **US** in the consequent legal proceedings.
- 8.55 Transportation: Unless such travel is required by air or road ambulance in the case of an immediately life threatening **MEDICAL EMERGENCY**;
- 8.56 Travelling against medical advice if at the time of commencing a journey or if the journey was undertaken against the advice of **YOUR** attending **DOCTOR**, as well as any journey taken with the intention of obtaining medical **TREATMENT** unless **YOU** have received prior approval from **OUR MEDICAL DIRECTOR**;
- 8.57 **TREATMENT** by a family member when the nursing or **TREATMENT** is administered by **YOUR** family, or relatives whether qualified or not;
- 8.58 **TREATMENT** for **CANCER** if, prior to **YOUR MEMBERSHIP**, **YOU** had **CANCER**, **YOU** will be excluded from receiving **BENEFITS** for any future **TREATMENT** of that specific **CANCER** and related neoplasm. The exclusion of **BENEFITS** for **CANCER** and related neoplasm may be removed after time, when in the opinion of **OUR MEDICAL DIRECTOR**, the **CANCER** is cured, and the exclusion is no longer appropriate;
- 8.59 **TREATMENT** received after discharge from **HOSPITAL** with regard to costs of whatever nature incurred for **YOU** remaining in the country where treated after discharge from **HOSPITAL** or approved nursing home unless prior agreement has been received in writing from **US**;
- 8.60 Unauthorised travel or other costs where a **MEDICAL CONDITION** is of such a nature as can adequately be treated, in the opinion of **OUR MEDICAL DIRECTOR**, at or near the place where the incident occurred and which if **YOU** are travelling, does not prevent **YOU** from returning to **YOUR COUNTRY OF RESIDENCE** or continuing with **YOUR** journey as a sitting passenger in any form of transport, without requiring medical escort;
- 8.61 Undisclosed activity when a **MEMBER** shall regularly engage in any occupation, sport, pastime or other activity in which materially greater risk may be incurred than previously disclosed then no **CLAIM** shall be payable.
- 8.62 **WAITING PERIOD** of 24 months as per the following, applicable to all new **MEMBERS** unless otherwise agreed by **OUR MEDICAL DIRECTOR**;
- 8.62.1 Age 40 years and over - Hysterectomy and related complications;
- 8.62.2 Age 50 years and over - Any **ELECTIVE TREATMENT** relating to shoulders, spine, hips, elbows, wrists, knees or ankles;
- 8.62.3 **TREATMENT** of **HIV** or **AIDS** related complications;

SECTION 9 - RIGHTS AND RESPONSIBILITIES

YOU, or somebody on **YOUR** behalf, in the absence of any written agreement with **EXPACARE INSURANCE COMPANY (MAURITIUS) LIMITED** to the contrary, must:

- 9.1 Pay **YOUR PREMIUM** in advance; should any amount remain outstanding 15 (fifteen) days from **RENEWAL** date then **YOUR MEMBERSHIP** will be deemed to be cancelled from the date of the purported **RENEWAL** and no **BENEFITS** shall accrue hereunder;
- 9.1.1 provide **US** with a completed application form for the **PRE-REGISTERED MEMBER**. Thereafter the **PREMIUM** must be paid in full prior to the birth, failing this the **MEMBERSHIP** will be deemed to be cancelled and **WE** will not be liable for the **NEWBORN BENEFIT**;
- 9.1.2 advise **US** in the **MEMBERSHIP** application form of any pre-existing **ILLNESS**, injury or condition prior to the commencement of **MEMBERSHIP**;
- 9.1.3 notify **US** in writing within 30 days of a change in address which **WE** have agreed in writing and such change has been incorporated within the Membership Guide. A new **MEMBERSHIP CARD** will be issued if necessary;
- 9.1.4 be under 65 years of age on initial application for **MEMBERSHIP**;
- 9.2 **DUTY OF DISCLOSURE**
YOU irrevocably authorise any **DOCTOR** or other person who may have, or may acquire, any information and documentation concerning **YOUR** health to disclose such information and documentation to **US**. This authority shall remain in force for a period of not less than twelve months following the expiry or cancellation of **YOUR MEMBERSHIP**. **YOU** must advise **US** within 30 days of the date of the birth if **YOUR** child is to be added to **YOUR PLAN** from the date of discharge after birth and **YOU** must pay the appropriate **PREMIUM** within 15 days thereafter, where the date of conception is within the first 12 months from the date of new **MEMBERSHIP**.
Acceptance of **YOUR** child is subject to the exclusion clause 8.39.
WE take **OUR** responsibility for confidentiality very seriously and any information which is supplied to **US** will be held securely.
- 9.3 **NOTIFICATION OF AMENDMENT TO MEMBERSHIP GUIDE**
Any notice to be given by **US** in terms of the Membership Guide may be given in writing to the last known address provided by **YOU** in **YOUR** membership application form.
YOU must, within 14 (fourteen) days, give written notice, advising **US** of any change to **YOUR** address.
- 9.4 **GOVERNING LAW**
The parties' agreement and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Mauritius.
- 9.5 **AMENDMENT**
WE may, at **OUR** discretion, amend any of the terms, provisions, stipulations or conditions in the Membership Guide, at any time by written or electronic notice addressed and delivered to **YOU**. Any such amendment shall be binding on **YOU** 10 (ten) days after the dispatch of the said notice to **YOUR** last known address provided always that no such amendment shall be effective retrospectively save where specifically so advised to or in respect of any **MEMBER** or **MEMBERS** in the unfettered discretion of **OUR MEDICAL DIRECTOR**.
- 9.6 **INDEMNITY APPLICABLE TO ALL SERVICES**
WE reserve the right to suspend or curtail **OUR** services in the event of riot, military uprising, war, labour disturbances, acts of God, or refusal by Government Authorities to permit **US** to fully provide **OUR** services. **WE** will, however, endeavour to provide services to the best of **OUR** ability during any such occurrences.
- 9.7 **COMPLAINTS PROCEDURES**
OUR aim is at all times to exceed the level of service **YOU** expect from **US**. If there is an occasion when **YOU** feel that this objective has not been achieved, please contact **US**, **YOUR** Broker or Agent.
- 9.8 **COMPLIANCE REGULATIONS** – **YOU** are required to provide **US** with certain information in accordance with the protocols and laws required of **EXPACARE INSURANCE COMPANY (MAURITIUS) LIMITED** by the Mauritius Financial Services Commission, which may change from time to time. **WE** will request the necessary information from **YOU** and provide **YOU** with the appropriate documentation to complete. **WE** reserve the right to refuse **YOUR** application for **MEMBERSHIP** should **YOU** not complete, or incorrectly complete, these documents or refuse to provide the required information. Adherence to the **COMPLIANCE REGULATIONS** is an ongoing responsibility; checks will be routinely carried out throughout the period that **YOU** are a **MEMBER** with **US**. **WE** reserve the right to request further information

SECTION 9 - RIGHTS AND RESPONSIBILITIES (Continued)

from **YOU** and / or to terminate **YOUR MEMBERSHIP** depending on the results of the checks prescribed by **COMPLIANCE REGULATIONS**. A **COMPLIANCE REGULATION** Fact Sheet is available on **OUR** website and is subject to change from time to time.

9.9 **DUTY OF FAIR REPRESENTATION:**

YOU must take reasonable care to answer all the questions asked by the **INSURER** and **US** in connection with **YOUR** insurance, whether through an application form or otherwise, honestly and to the best of **YOUR** knowledge, and provide complete and accurate answers. If **YOU** make a misrepresentation to the **INSURER** (whether incorrectly or otherwise), the **INSURER** may impose additional policy terms, or reduce a **CLAIM** payment, or even to cancel the policy and refuse all **CLAIMS**. If **YOU** make a deliberate or reckless misrepresentation, the **INSURER** may cancel the policy and refuse all **CLAIMS**, and in these circumstances the **INSURER** will be entitled to retain any **PREMIUM** paid by **YOU**. The duty of fair representation, in relation to questions asked by the **INSURER**, is a duty to provide to the **INSURER** with details of material circumstances which the **INSURED PERSON** knows or ought to know, or failing that, answers which give the **INSURER** sufficient information to put a prudent **INSURER** on notice that it needs to make further enquiries for the purposes of revealing those material circumstances. A material circumstance is one which would influence the judgment of a prudent **INSURER** (not necessarily the **INSURER** in question) in determining whether to take the risk and, if so, on what terms. Examples of such circumstances could be any ongoing serious medical conditions or planned or pending medical **TREATMENT**. Please note that these examples are for illustrative purposes only and are by no means exhaustive or conclusive.

Please note that **YOU** will be treated as knowing the following:

- Material circumstances of which **YOU** (or **YOUR** legal guardian) have actual knowledge;
- Material circumstances which **YOU** (or **YOUR** legal guardian) suspect but **YOU** have deliberately refrained from confirming or enquiring about; and
- Material circumstances about which **YOU** (or **YOUR** legal guardian) ought to know (i.e., circumstances which should reasonably have been revealed by a reasonable search of information available to **YOU**);

WE will provide advice and guidance on the nature and extent of searches that may be required to comply with the duty. **YOU** should note that failure to comply with a request at **RENEWAL** to confirm or amend particulars **YOU** have previously given may amount to misrepresentation which could prejudice **YOUR** insurance cover in whole or in part. Where guidance is provided in relation to a question, please ensure that **YOU** read this fully to ensure the correct answer is provided. If **YOU** are in any way uncertain about any of the questions asked, please seek further clarification from **YOUR** agent or from **US**. If **YOU** become aware that information **YOU** have given **US** is inaccurate, **YOU** must inform **US** or **YOUR** broker, or agent as soon as practicable.

The duty of fair presentation continues up until the insurance has been concluded and ‘resurrects’ in the event of any amendment to the risk during the policy period or extension / **RENEWAL**. It may also be that the terms of the policy include specific ongoing disclosure conditions or conditions which effectively extend certain disclosure obligations post inception of the policy. In completing a proposal or **CLAIM** form or any other material document relating to a **MEMBERSHIP PLAN** and in providing information to or for the **INSURER**, the accuracy and completeness of all answers, statements and / or information is the **MEMBER**’s own responsibility, and it is of paramount importance that all relevant information is provided and that it is accurate. Should **YOU** so require, **YOU** may request that **WE** assist **YOU** by providing examples of the sorts of matters which ought to be disclosed as being material or arguably material circumstances. If there is a breach of the duty of fair presentation, **INSURERS** are generally limited to “proportionate remedies”, linked to what they would have done if the risk had been fairly presented. This may result in the imposition of different terms, or the proportionate reduction of **CLAIMS** where a higher **PREMIUM** would have been charged. In circumstances where **INSURERS** would not have entered the contract on any terms, they can avoid the contract and refuse all **CLAIMS**, but must return the **PREMIUM**. If the breach is deliberate or reckless **INSURERS** can avoid the policy, refuse all **CLAIMS**, and keep the **PREMIUM**. If **YOU** are in any doubt as to the scope of the duty of fair presentation or whether a piece of information ought to be disclosed, please do not hesitate to contact **YOUR** agent, broker, or **US**.

SECTION 9 - RIGHTS AND RESPONSIBILITIES (Continued)

9.10 DATA PROTECTION FAIR PROCESSING NOTICE

In **YOUR** dealings with **US** **YOU** may provide information that includes data that is known as personal data. Personal data means any information about an individual from which that person can be identified.

The personal data **WE** collect will include data relating to **YOUR** name, address, email address, IP address, date of birth, nationality, **COUNTRY OF RESIDENCE**, occupation, credit card details and medical information.

WE may collect special categories of personal data; this includes details about **YOUR** sex, ethnicity age and information about **YOUR** health and medical conditions.

WE will process **YOUR** personal data to allow **US** to administer **YOUR** health insurance policy and any associated **CLAIMS** for actuarial analysis.

It will also be used to manage future communications between ourselves in relation to **YOUR** policy and **CLAIMS**. Where **WE** need to collect personal data by law, or under the terms of this **MEMBERSHIP PLAN** **WE** have with **YOU** and **YOU** fail to provide that data when requested, **WE** may not be able to perform the insurance services to **YOU**. In this case, **WE** may have to cancel the **MEMBERSHIP PLAN** or insurance policy that **YOU** have with **US** but **WE** will notify **YOU** if this is the case at the time.

WE will only use **YOUR** data for the purpose for which it was collected and when the law allows **US** to. **WE** will only grant access to or share **YOUR** data where **WE** are required or entitled to do so by law under lawful data processing. This is within **OUR** firm or other firms associated with **US**, **OUR** authorised partners, **YOUR** broker if **YOU** have appointed one, third party service providers such as **INSURERS**, assistance companies and claims administration providers.

Under certain circumstances, **YOU** have rights under Data Protection laws in relation to **YOUR** personal data. More details of these can be found within **OUR** Privacy Notice and on **OUR** website. These rights include:

- Request access to **YOUR** personal data;
- Request correction of **YOUR** personal data;
- Request erasure of **YOUR** personal data;
- Object to the processing of **YOUR** personal data;
- Request transfer of **YOUR** personal data and;
- Right to withdraw consent.

If **YOU** require further information on how **WE** process **YOUR** data and **OUR** lawful bases for doing so, please contact **US** at admin@healthintergrp.com or refer to **OUR** Privacy Policy which can be found on **OUR** website.

SECTION 10 - CLAIMS

- 10.1 **YOU** must advise **US** of all circumstances likely to give rise to **CLAIMS** hereunder prior to any cost being incurred;
- 10.2 In the case of a **MEDICAL EMERGENCY** and unless the circumstances are such as to preclude prior action being taken, **YOU** or **YOUR** representative shall immediately telephone any of **OUR** Control Centres (see contact details shown on **YOUR MEMBERSHIP CARD**) and shall furnish **OUR** representative with:
- 10.2.1 **YOUR** name and address;
 - 10.2.2 **YOUR MEMBERSHIP** number;
 - 10.2.3 The name, place, telephone, fax number or email address where **WE** can reach **YOU** and /or **YOUR** representative and / or **YOUR** treating **DOCTOR**; a brief description of the **MEDICAL EMERGENCY** and the nature of any **ASSISTANCE** required.
- NB: **YOU** must get approval from **OUR MEDICAL DIRECTOR** before commencing any **TREATMENT**.
- In cases where there is a real threat to life, **YOU** or **YOUR** representative must endeavour to arrange for **YOUR** immediate transfer to a **HOSPITAL** near the place of the incident by the most appropriate and cost effective and immediate means and shall thereafter notify any of **OUR** Control Centres (see contact details shown on **YOUR MEMBERSHIP CARD**). In the event of an incident resulting in hospitalisation prior to notice having been given to **US**, **YOU** or **YOUR** representative shall contact **OUR** Control Centre as soon as possible and in any event within 72 (seventy-two) hours of the incident (see contact details shown on **YOUR MEMBERSHIP CARD**), failing which **WE** will not be liable for the costs incurred and **TREATMENT** provided.
- 10.3 In the event of **TREATMENT** being required for a **MEDICAL CONDITION** resulting from **ILLNESS** or **BODILY INJURY** which is not a **MEDICAL EMERGENCY** as defined under clause 2.26, **PRE-AUTHORISATION** is required prior to **TREATMENT** at any medical facility, by presenting to **US**, in writing, a Medical Report or referral from the attending **MEDICAL SPECIALIST**, failing which **WE** will not be liable for the costs incurred for the **TREATMENT** provided.
- 10.4 **CLAIMS** for reimbursement from **US** for expenses paid and / or incurred by **YOU** for which **WE** would normally be responsible under the terms of the Membership Guide or which have been incurred with **OUR** consent, shall be paid directly by **US** to **YOU**, provided:-
- 10.4.1 such a **CLAIM** is supported by documentary proof in the form of the original accounts, invoices, Medical Report from treating **MEDICAL SPECIALIST** and the like;
 - 10.4.2 such supporting documentation is received by **US** within 90 (ninety) days of the invoice having been rendered to **YOU**;
 - 10.4.3 **WE** have been informed immediately or in any event not later than 72 (seventy-two) hours following the **MEDICAL EMERGENCY** as specified in 10.2 above;
 - 10.4.4 **YOU** shall repay **US** any amounts paid by **US** which are outside the **BENEFITS** allowed hereunder or for which recovery is made from alternative sources.
- 10.5 On the occurrence of any event which may result in a **CLAIM** under the **PERSONAL ACCIDENT BENEFIT** the **MEMBER** or **THEIR** representative shall at their expense:
- Advise **US** as soon as possible in writing of any **CLAIM** together with particulars of any other insurance covering the same risk / **BENEFITS**.
- Within thirty days of the event, to submit to **US** full details of the **CLAIM**, together with a completed **CLAIM** form and proof including medical certificates, and / or any other documentation that may be required.
- 10.5.1 When a **CLAIM** is submitted under the **PERSONAL ACCIDENT BENEFIT** all medical, records, notes and correspondence shall be made available on request to **OUR MEDICAL DIRECTOR** appointed by or on behalf of **EXPACARE INSURANCE COMPANY (MAURITIUS) LIMITED** and such **MEDICAL DIRECTOR** shall, for the purpose of reviewing the **CLAIM**, be allowed so often as may be deemed necessary to make an examination of the **MEMBER**.
 - 10.5.2 **MEDICAL DIRECTORS** to **EXPACARE INSURANCE COMPANY (MAURITIUS) LIMITED** shall have the right and opportunity to examine the **MEMBER** at **OUR** expense whose injury is the subject of a **CLAIM** when and as often as they may reasonably require.

SECTION 10 - CLAIMS (Continued)

- 10.6 Any fraud, concealment, or deliberate misstatement by a **MEMBER**, in connection with the making of any **CLAIM** hereunder may at **OUR** discretion render this **MEMBERSHIP** null and void in so far as it relates to the **MEMBER** in question but any such fraud, concealment, or deliberate misstatement by or known to the assured shall at **OUR** discretion render the whole insurance null and void and all **CLAIMS** hereunder shall be forfeited.
- 10.7 If the **MEMBER** makes a fraudulent **CLAIM** under this insurance policy, **WE**:
- 10.7.1 Are not liable to pay the **CLAIM**; and
 - 10.7.2 May recover from the **MEMBER** any sums paid by **US** to the **MEMBER** in respect of the **CLAIM**; and
 - 10.7.3 May by notice to the **MEMBER** treat the contract as having been terminated with effect from the time of the fraudulent act;
- 10.8 **Fraudulent CLAIMS – Group Insurance**
- If this insurance policy provides cover for any person who is not a party to the contract (an **INSURED PERSON**), and a fraudulent **CLAIM** is made under the contract by or on behalf of the **INSURED PERSON**, **WE** may exercise the rights set out herein as if there were an individual insurance contract between **US** and the **INSURED PERSON**. However, the exercise of any of those rights shall not affect the cover provided under the contract for any other **INSURED PERSON**.

