

## THE ASIA PLANS - INDIVIDUAL PLAN RULES

### INTRODUCTION

This document explains the full terms and conditions of the insurance cover being provided. It is to be read in conjunction with your Certificate of Insurance which will also show the extent and limits of the cover you have selected. Please read both documents carefully and keep them safe. Words and expressions shown in bold type shall have the same meaning wherever they appear. They are explained in the Definitions Section and will help you to understand the cover but if you are at all unsure please contact us for advice.

### ELIGIBILITY

You are eligible for this insurance provided that your fully completed Application Form has been accepted by the Insurers. Only those individuals who were named on your Application Form and accepted by the insurers will qualify for cover.

If you have included children for cover they must be your unmarried natural children, step-children, foster children or legally adopted children, who are dependent on you for support. They must also be not less than 15 days old and not more than 18 years old at your original inception date (or 24 years old if it can be proved that they are continuing in full time education).

Members aged 65 and over will be required to complete a new application form at each annual renewal and acceptance terms may be amended as appropriate subject to 30 days notice.

Cover is not available to USA or Canadian nationals residing in those countries or Green Card Holders resident in the USA.

Cover is not available to persons whose Country of Residence is Thailand.

The insurers reserve the right to decline a claim and/or cancel cover if any pertinent fact was not disclosed or was misrepresented on your Application Form.

### TERRITORIAL SCOPE

The geographical area of cover excludes the USA, Canada and the Caribbean area though the cover will still include trips to these countries but the following conditions will apply:-

- each such trip must be originally intended to last less than 14 days,
- the total time you spend in these countries must not exceed 30 days in any one policy year,
- benefit will be paid for a maximum of 30 days whilst you remain in the USA/Canada and the Caribbean area, commencing on your first day of medical treatment.

### IMPORTANT INFORMATION ABOUT THE COVER

Treatment must be in IPH authorised clinics or hospitals where available. Should you elect to be treated in a clinic or hospital of your choice, the insurers will pay only the equivalent costs of the approved clinic or hospital.

#### Prior authorisation

You must contact the Medical Advisors in advance for authorisation of:-

- any form of in-patient care in a hospital (other than in an Emergency Ward), and
- any emergency medical transportation, as described herein.

*Important - failure to secure prior authorisation from the Medical Advisors may jeopardise your entitlement to benefit under this insurance and may result in your claim being declined.*

#### Treatment outside your country of residence.

In the event that treatment is not available in your country of residence/geographical limit, insurers will pay the cost of travel to and treatment at the nearest approved hospital.

Should you elect to be treated in a hospital of your choice that may be outside your country of residence/geographical limit, the insurers will pay only the equivalent costs of the nearest approved hospital.

### THE INSURANCE PROTECTION

The insurers will pay for the costs of the medical treatments and services listed below up to the limits stated in the Schedule of Benefits on your Certificate of Insurance. The particular services and treatments you qualify for will vary according to the plan you have chosen.

*You are liable for 25% of all treatment in the USA and Canada and for the first \$100 (or equivalent) of each new claim in respect of Out-patient Services and the deductible on In-Patient Services, if any, as per your Certificate of Insurance (where you subsequently claim for a new course of treatment, which is not in any way connected with a former treatment for which you have claimed, this will be regarded as a new claim).*

#### In-patient Hospital Services (All Plans)

All medical treatment and services which are confirmed by a physician to be necessary and provided appropriate diagnostic procedures and/or treatments are not available as out-patient services. You must be admitted as a registered in-patient to a hospital for a period of 24 hours or more. This Section does not include organ transplants - the cover for organ transplants is explained below.

Also included under this Section are the costs of:-

- hospital accommodation, and
- intensive care unit accommodation, and

- hospital accommodation for one parent accompanying a child aged 12 years or under who has been insured by you under your plan and is confined to a hospital.

You will be responsible for the deductible, if any, as per your Certificate of Insurance for each and every ailment/diagnosed medical condition for which a claim is made within any one policy year.

#### Emergency Ward Services (All Plans)

Services performed for up to 24 hours in a hospital if you are admitted to a casualty ward or emergency room.

#### Local Road Ambulance Services (All Plans)

Your necessary medical transportation to a local hospital.

#### Organ Transplant (All Plans)

Medical treatment and services confirmed by a physician to be necessary and in respect only of kidney, heart or liver transplants. This includes the costs of hospital accommodation but excludes the costs of acquisition of the organ itself or any costs incurred by the donor.

#### Emergency Medical Transportation (All Plans)

In the event of your emergency medical evacuation the Insurers will pay for the costs of your necessary transportation to the nearest hospital where appropriate care and facilities are available, including any medical care you receive en route. The insurers will also pay the reasonable transportation costs of one other individual named on your Application Form who accompanies you on an emergency medical transportation when this is deemed necessary. In respect only of such person or persons cover is extended to include the cost of economy air fare tickets back to their country of residence.

Cover does not apply if the emergency medical transportation is as a result of childbirth, pregnancy or related conditions and the insurers retain the right to decide the place to which you shall be transported.

#### Dental Treatment Following Accident (All Plans)

Emergency treatment necessary to restore or replace sound natural teeth lost or damaged in an accident and for which a consultation is provided within 48 hours following such accident. Maximum limit of costs as stated on your policy certificate.

#### Nursing at Home (All Plans)

The medical services of a government licensed nurse in your home provided they are confirmed to be necessary by a physician and relate directly to a medical condition or injury for which you have received and are receiving treatment and which is covered under this insurance. Cover will be limited to the period stated on your policy certificate.

#### Repatriation of Your Remains or Local Burial (All Plans)

In the event of your death occurring outside your home country or country of residence costs will be paid for either:-

- the preparation and the air transportation of your mortal remains from the place of death to your home country or country of residence, or
- the preparation and local burial of your mortal remains in the place where you died.

Maximum limit of costs as stated on your policy certificate.

#### Post Hospital Treatment (Jade Plan Only)

You are covered for all medical treatments and services described in the following Section as "Out-patient Services" provided they result directly from an illness or injury for which you have been treated as an in-patient. Such treatment and services must be confirmed by a physician to be necessary and must be provided to you within 3 months immediately following discharge from the hospital.

**Out-patient Services (Emerald Plan and Diamond Plan Only)**  
Medical treatments and services, provided they are confirmed by a physician to be necessary, when you are not a registered in-patient in a hospital.

There is cover for a maximum of four out-patient claims per policy year.

Out-patient Services are:-

- general out-patient services,
- specialist out-patient services, being those deemed necessary by a specialist or consultant to whom you have been referred by another physician,
- laboratory testing, X-ray services and nuclear medicine procedures, and
- prescribed drugs.

You will be responsible for the first \$100 of each and every ailment/diagnosed medical condition for which a claim is made within any one policy year.

#### Complicated Maternity (Emerald Plan and Diamond Plan Only)

Medical treatment and services including hospital accommodation confirmed by a physician to be necessary in respect of a complicated childbirth. "Complicated childbirth" means childbirth which requires surgical procedures where natural childbirth might endanger the life of mother and/or child(ren). Cover shall not apply where the expected date of confinement is less than 12 months from your original inception date. There is a 25% co-insurance against all treatment under the Maternity Benefit.

#### Normal Maternity (Diamond Plan Only)

Medical treatment and services including hospital accommodation confirmed by a physician to be necessary in respect of a normal childbirth. This shall include pre/postnatal treatment of the mother only. "Normal childbirth" is one which



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does not require any special obstetric procedure. Cover shall not apply where the expected date of confinement is less than

12 months from your original inception date. There is a 25% co-insurance against all treatment under the Maternity Benefit

### PERSONAL ACCIDENT BENEFITS

This protection is available only if you selected it as optional additional cover on your Application Form and paid the appropriate extra premium. Cover applies only to those

individuals named on your Application Form who are aged 18 years or older but not dependant children.

If you sustain bodily injury the insurers will pay the amount shown in the Schedule of Benefits on your Certificate of Insurance if, within 12 months of the accident, such bodily injury results in:-

- your death,
- loss of limb(s), or
- total and irrecoverable loss of sight of one or both eyes.

Cover shall also include your disappearance, as defined.

Benefit shall not be payable under more than one of the above in respect of any one accident. All cover and benefit for each of you in respect of Personal Accident will cease automatically upon payment to you of a claim under this Section of your plan.

### LIMITS

#### Overall Limits

The limits shown in the Schedule of Benefits on your Certificate of Insurance are the total aggregate benefits that may be claimed in any one policy year by any one of you.

#### Contribution of benefits

Compensation will be paid on a proportionate basis if you have any other insurance in force or are entitled to indemnity from any other source in respect of the same bodily injury, sickness, disease or expense.

#### Subrogation

The Insurers have full rights of subrogation.

### CITIZENS OF THE USA OR CANADA WHO RETURN HOME

For citizens of the USA or Canada who return to those countries for a period in excess of 3 months cover under their plan will cease automatically from the date of return. You should notify the insurers of the date of your return within 30 days and they will make a proportionate refund of premium.

### PREMIUM INCREASE

Provided you are given 30 days prior written notice the insurers have the right to increase your premium by any amount they deem reasonable with effect from the start of any new policy year.

All premiums will be payable in advance of the start of any new policy year. If payment is not made on or before this date the agreement will be terminated with effect from the expiry of the last policy year.

### CHANGE OF ADDRESS

You must inform the Insurers immediately of a change of address. If you do not inform the insurer you are liable for any consequences of misdirected communication.

### RENEWAL

Your cover will remain in force provided the Insurance Scheme is not cancelled by the current insurer.

Insurers have the right to amend terms with effect from the expiry of the current policy year provided you are given 30 days prior written notice.

Members aged 65 and over will be required to complete a new application form at each annual renewal and acceptance terms may be amended as appropriate subject to 30 days notice.

### CANCELLATION BY THE POLICYHOLDER

The insurers will only pay for claims submitted under this policy if the treatment takes place during the policy period. In the event of cancellation or non-renewal of the policy by you, we will only pay benefit for treatment which takes place before the date of cancellation or non-renewal.

If your plan is cancelled by you at a date other than at the expiry of the current policy year; provided no claims have been paid during that policy year, a proportionate refund of premium will be paid, less an administration charge of \$15. Notification must be in writing.

#### CLAIMS PROCEDURE

Treatment must be in IPH authorised clinics or hospitals where available. Should you elect to be treated in a clinic or hospital of your choice, the Insurers will pay only the equivalent costs of the approved clinic or hospital.

#### Medical Advisors

The appointed medical advisors for this insurance are: CEGA - contact details as per your policy certificate and your IPH identity card

#### Prior Authorisation

You must contact the Medical Advisors in advance for authorisation of:-

- any form of in-patient care in a hospital (other than in an Emergency Ward), and
- an emergency medical transportation, as described herein.

The Medical Advisors will also advise you which hospital is appropriate for your medical condition.

*Important - failure to secure prior authorisation from the Medical Advisors may jeopardise your entitlement to benefit under this insurance and may result in your claim being declined.*

#### Claim Notification

You must contact the Medical Advisors within 90 days of any occurrence covered by this insurance. The Medical Advisors will explain the claims procedure to you and will advise you which forms you need to complete.

#### Claim Processing

The Insurers have appointed specialist Claims Administrators, International Claims Management Services, who will process your claim and make all claim payments. The Insurers reserve the right to require you (or your legal representative, if appropriate) to furnish, at your own expense, all original documents as may reasonably be required with regard to the claim and to instruct any physician, hospital etc. presently or previously treating you to release such information to them, including your previous medical history.

#### Claims payments

Reimbursement shall be made in the Local Currency or US Dollars (whichever is most suitable) and the Insurers shall make their payment(s) either to the provider of treatment/services or directly to you, as appropriate.

#### Medical Examinations

The Insurers shall have the right and opportunity through their medical representatives to examine you whenever and so often as they may reasonably require within the duration of any claim. In addition the Insurers shall have the right to require an autopsy in the case of death, where this is not forbidden by law.

#### Legal Proceedings

No action at law or in equity shall be brought to recover under the plan prior to the expiration of sixty days after proof of claim has been furnished in accordance with the requirement of these Plan Rules. Nor shall any such action be brought at all unless commenced within six years from the date of claim.

#### E U Disclosure Clause (UK) - LSW1002 (7/94)

##### Notice to the Proposer/Assured

The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance will be subject to English Law.

Any enquiry or complaint should be addressed in the first instance to your Broker.

If you are not satisfied with the way a complaint has been dealt with you may ask the Complaints and Advisory Department at Lloyd's to review your case without prejudice to your rights in law. The address is: Complaints and Advisory Department Lloyd's, One Lime Street, London EC3M 7HA.

If you are dissatisfied with any aspect of the administration of your insurance policy, in the first instance, please contact the Customer Relations Manager, either in writing at Presidio Reinsurance Management Ltd, Third Floor, 80 Leadenhall Street, London, EC3A 3HD, or by telephone on: +44 20 3178 3435.

In the event that you remain dissatisfied and wish to make a complaint you can do so at any time by referring the matter to the complaints department at Lloyd's.

#### Arbitration

Any differences in respect of medical opinion in connection with the treatment of an accident or illness shall be settled between two medical experts appointed in writing by the parties to the dispute. Any difference of opinion between the two medical experts shall be referred to an umpire who shall have been appointed in writing at the outset. Should the two medical experts fail to agree despite the mediation of the umpire then the decision of the umpire shall be final and binding.

#### Fraudulent Claims

If any claim shall in any respect be false or fraudulent or if fraudulent means or devices are used to obtain benefit hereunder then all cover shall be cancelled with immediate effect and all benefit forfeited.

#### EXCLUSIONS

No benefit or reimbursement shall be paid by the Insurers in respect of claims arising from:-

1. any medical, physical or mental condition (including chronic or recurring conditions), not disclosed on your Application Form for cover, in respect of which you had suffered or sought treatment or advice at any time prior to your original inception date or, if later, the date you joined your plan,
2. any medical, physical or mental condition or treatment or service which is specifically excluded on your Certificate of Insurance. After 12 months any excluded medical or related condition may be eligible for cover provided the condition(s) has not recurred, you have not received or needed treatment or medication or sought advice for such condition(s),
3. suicide or self-inflicted injury,
4. alcohol or drug abuse,
5. illness or injury whilst performing duties as a serving member of a military or police force or unit,
6. routine medical examination (including vaccinations, the issue of medical certificates and attestations, and examinations as to suitability for employment or travel) and routine eye and ear examinations (including the cost of spectacles, contact lenses and hearing aids),
7. treatment relating to birth defects and congenital illnesses. Birth defects are deemed to include hereditary conditions,
8. all dental treatment which is not emergency dental treatment as described herein,
9. tests and treatment relating to infertility and in vitro fertilisation,
10. any abortion (and its consequences) unless it has been confirmed by a physician to be medically or surgically necessary,
11. prostheses, corrective devices and medical appliances which are not required intra-operatively,
12. cyro preservation or introduction or re-introduction of living cells,
13. treatment of mental illness, stress, psychiatric or psychological disorders,
14. elective and/or cosmetic surgery,
15. any sexually transmitted diseases,
16. Acquired Immune Deficiency Syndrome (AIDS), AIDS related Complex Syndrome (ARCS) and all diseases caused by and/or related to the virus HIV positive,
17. the performance of professional and/or hazardous sports and all kind of racing other than on foot,
18. treatment by a family member and any autotherapy including prescription of drugs or any treatment that is not scientifically recognised,
19. the acquisition and implantation of artificial heart and mono or bi-ventricular devices,
20. flying other than as a passenger on a scheduled regular carrier (this applies only to the optional Personal Accident Benefits),
21. any criminal act,
22. war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, act of terrorism,
23. any losses directly or indirectly arising out of contamination due to an act of terrorism, regardless of any contributory causes (if the insurer alleges that by reason of this exclusion any loss is not covered by this insurance the burden of proving the contrary shall be upon the insured),
24. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
25. travelling specifically to obtain medical treatment unless agreed by underwriters.

#### DEFINITIONS

##### "accident"

A sudden, unexpected or unforeseen event caused by external violent and visible means.

##### "bodily injury"

An identifiable physical injury which is caused by an accident and solely and independently of any other cause occasions any event for which you are covered under the Personal Accident section within 12 months of such accident.

##### "Caribbean area"

For the purposes of this insurance the following countries are deemed to be in the Caribbean area: Anguilla, Antigua, Aruba, Bahamas, Barbados, Belize, Bermudas, Bonaire, Cayman Islands, Costa Rica, Cuba, Curacao, Dominica, Dominican Republic, El Salvador, Grenada, Guadeloupe, Guatemala, Haiti, Honduras, Jamaica, Martinique, Mexico, Nicaragua, Panama,

Puerto Rico, St Lucia, St Vincent, Trinidad & Tobago, Venezuela, Virgin Islands.

##### "contamination"

For the purposes of the exclusion under this insurance, "contamination" means the contamination or poisoning of people by nuclear and/or chemical and/or biological substances which cause illness and/or death.

##### "disappearance"

If following the disappearance, forced landing, sinking or wrecking of any public transport on which you were travelling as a fare paying passenger your body is not found within one year it will be presumed that you have died by reason of bodily injury.

##### "geographical area"

The geographical area selected by you on your Application Form and as stated on your Certificate of Insurance.

##### "home country"

The country for which you hold a current passport.

##### "hospital"

Any institution which is legally licensed as a medical or surgical hospital in the country in which it is located and whose main activities are not those of a rehabilitation centre, spa, hydroclinic, sanatorium, nursing home or home for the aged. It must be under the constant supervision of a resident physician.

##### "hospital accommodation"

The provision to you by a hospital of a room, bed and food (the Insurers will only consider reimbursement for the equivalent cost of a single bedded room).

##### "Insurers"

This Insurance Scheme is underwritten by certain underwriters at Lloyd's of London whose names and the proportions underwritten by them can, upon application, be ascertained by reference to Binding Authority Contract reference B0901 L61008181 000 which bears the Seal of Lloyd's Policy Signing Office. The subscribing (re)insurers' obligations under contracts of (re)insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing (re)insurers are not responsible for the subscription of any co-subscribing (re)insurer who for any reason does not satisfy all or part of its obligations.

##### "loss of limb"

Either:

- (a) the loss by permanent physical separation of a hand at or above the wrist or of a foot at or above the ankle, or
- (b) the total and irrecoverable loss of use of hand, arm or leg.

##### "original inception date"

This date is shown on your Certificate of Insurance and is the date you first became insured under your plan.

##### "physician"

Any legally licensed medical practitioner recognised by the law of the country where treatment is provided and who, in rendering such treatment, is practising within the scope of his licensing and training

##### "plan"

A Jade Plan or an Emerald Plan or a Diamond Plan as selected by you on your Application Form and for which you have paid the appropriate premium.

##### "policy year"

The annual period of insurance shown on your current Certificate of Insurance.

##### "an act of terrorism"

For the purpose of the exclusion under this insurance "an act of terrorism" means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

##### "you/your"

An individual who has been accepted by the Insurers for cover hereunder and who is named on your Certificate of Insurance.