

### MEDICAL INSURANCE POLICY

The Insured named in ARTICLE 5 - SCHEDULE OF BENEFITS AND LIMITS by a Proposal and Declaration, which Proposal and Declaration shall be the basis of this Policy and held as incorporated herein, has applied to ATLANTIC INSURANCE CO. PUBLIC LTD. (hereinafter called "the Company") for insurance against any medical expenses caused by the Contingencies hereinafter specified.

Provided the Insured has paid or has agreed to pay the Premium mentioned in ARTICLE 5 - SCHEDULE OF BENEFITS AND LIMITS LIMITS in accordance with the terms of the payment clause specified in the Schedule, the Company hereby agrees (subject to the terms, exceptions and conditions contained herein or endorsed or otherwise expressed hereon which conditions shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of the Insured to recover hereunder) that in the event of any of the said Contingencies happening at any time during the period of insurance stated in ARTICLE 5 - SCHEDULE OF BENEFITS AND LIMITS, or before 12 o'clock noon of the last day of any subsequent period in respect of which the Insured shall pay the Premium required for the renewal of this Policy, the Company will indemnify the Insured as hereinafter provided.

### **ARTICLE 1 - GENERAL PROVISIONS**

### A. AGREEMENT

The Schedule of this Policy, the definitions, terms, exceptions and conditions and any endorsements incorporated hereon, constitute an integal part of this Policy and will be read together as one. Any word or expression to which a particular meaning is attached will have the same meaning whenever it appears in this Policy. Terms with beginning capital letters are explained in ARTICLE 9 - DEFINITIONS. Words in the male gender will be deemed to also include the female gender.

The Company will not be bound or affected by any notices for any trust, charge, lien, assignment or other act in respect of this Policy, and payment of a claim accepted by the Insured or any person or persons to whom any benefits should be paid under this Policy, will constitute full and final discharge of the Company for the particular claim.



### **B. COMPLIANCE**

The strict compliance by the Policyholder and the Insured Persons and the implementation by them of the terms, exceptions and conditions contained herein or endorsed or otherwise expressed hereon, as well as adherence to the terms of the payment clause of the Premium as specified in the Schedule and the truthfulness of the declarations of the Insured, constitute a necessary prerequisite for any obligation of the Company for any payment under this Policy

The Insured is required to inform forthwith the Company of any change in respect of any of the information provided in the Proposal and Declaration and of any other insurance of similar nature covering the Insured Persons. Failure to provide the Company with the required information of any significant changes or any additional insurance constitutes untruthfulness regarding the declarations of the Insured and shall be deemed as non-compliance with the terms and conditions of this Policy.

### C. CURRENCY

All payments under this policy will be transacted in the official currency of the Republic of Cyprus.

### D. PREMIUM

The amount that the Insured has paid or has agreed to pay, in consideration of the insurance cover provided by this Policy, in accordance with the terms of the payment clause specified in the Schedule.

<u>Grace Period</u>: Thirty (30) days from the payment due date of the premium.

<u>Consequences of failure with the premium payment clause</u>: In the event the Insured fails to comply with the premium payment clause, after the expiry of the Grace Period, the Company shall have the right to cancel the insurance policy and reserves the right to exercise any legal right afforded by the insurance policy for receiving any outstanding amount up to the termination of the cover.

### E. SCHEDULE

The document which is issued by the Company and forms part of this Policy, which includes, inter alia, details of the Insured, the Insured Persons, the cover provided, the Period of Insurance, the Premium and its terms of payment (payment clause), additional clauses, endorsements.



### F. ARBITRATION

All disputes which are likely to arise from this Policy are referred for decision to an Arbitrator to be appointed in writing by the parties involved in the dispute, or if they cannot agree on only one Arbitrator, they are referred for decision to two Arbitrators to be appointed one by each of the contracting parties, or in case the Arbitrators do not agree, the disputes are referred to an Umpire to be appointed by the Arbitrators before they deal with the dispute which was referred to them. The Umpire will attend and preside over the meetings of the Abitrators.

If the Company rejects any claim made by the Insured, his legal agents or any other person who submits a claim under this Policy, and such a claim is not referrred to Arbitration in accordance with the provisions of this Policy within 90 days from the date of such rejection, the claim will be deemed to be adandoned for all purposes and he will not be able to recover it under this Policy. Where any dispute is by this provision referred to Arbitration, the making of an award shall be a condition precedent to any right of action against the Company.

### G. CHANGE OF TERMS

The Company may alter the terms and conditions of this Policy at any Renewal Date. A copy of the current Policy terms will be sent to the Insured at such time. The Insured may cancel his/her Policy within 30 days following any Renewal Date and provided that no claim has been made, the Company will refund the premium paid to the Insured.

### H. PLAN UPGRADE

In case of a plan upgrade any Medical Condition acquired under the initial plan will continue to be covered under the initial limits.

### I. WAITING PERIOD

No cover is applicable for the thirty days from the Policy's inception date unless it relates to an injury as a result of an accident which occurs after the commencement of the insurance and it is not related to any disease or disability which existed prior to the time of application for insurance.



### **ARTICLE 2 - CONDITIONS PRECEDENT**

The following are conditions precedent to any liability of the Company under the insurance:

### A. PAYMENT OF PREMIUM

The Company will only pay claims under this Policy if Premium due is paid on or before the Due Date(s) or in case of instalments within the grace period.

### **B. MISREPRESENTATION AND FRAUD**

Any misstatement, concealment or fraud in the Insured's Proposal and Declaration, or in relation to any statement or warranty made by the Insured or his/her authorised representative, whether in writing or otherwise, to the Company or its representatives, or in connection with the making of any claim hereunder shall render this insurance null and void and all claims hereunder shall be forfeited, in addition to any and all other remedies available to the Company. If any claim under this insurance shall be in any respect fraudulent or if any fraudulent mean or devices are used by the Insured or anyone acting on his/her behalf, this insurance shall be null and void and all claims hereunder shall be forfeited, in addition to any and all other remedies available to the Company.

### C. NATURE OF MEDICAL EXPENSES

The Company shall only pay Eligible Medical Expenses for care, treatments or diagnostic procedures which:

- 1. are Medically Necessary;
- 2. are expected to lead to cure or recovery or to a definite and accurate diagnosis;
- 3. do not exceed Usual, Reasonable and Customary Expenses. (See also exclusion 8 of ARTICLE 8 GENERAL EXCLUSIONS).

### D. VALIDITY AND PROOF OF CLAIM

In order for a claim to be valid, the Insured must report the claim to the Company in writing the soonest possible but not later than 60 days (for Outpatient expenses) and 30 days (for Inpatient expenses) from the date of incurrence of the respective medical expense, and provide the following documentation as Proof of Claim:



- 1. A Claim Form duly completed and signed by the medical practitioner;
- 2. Original itemised bills from Physicians, Hospitals or other medical service providers;
- Original itemised receipts for any expenses which have already been paid by or on behalf of the Insured;
- 4. Prescriptions of a medical practitioner for any expenses for drugs and medicines;
- 5. Any medical reports of a medical practitioner regarding the medical history of the claimant or any diagnostic examinations undertaken by any Physicians, Hospitals or other medical service providers;
- 6. The examination results of all related diagnostic examinations substantiating the symptomatology and diagnosis of a certain disease or condition (if such exists);
- 7. For inpatient claims, a Claim Notification Form duly completed and signed by the claimant and faxed to +357 22886297 or +357 22886298;
- 8. Any other related medical documentation, reports and evidence that the Company may deem necessary.

A claim will remain pending until the claims officer handling the case receives all documentation needed for its evaluation. The Insured will be notified in writing regarding the documents or reports that are required. In case the Insured refuses to submit the required documents or if does not do so within 30 days from the notification date, the claim will be declined on the basis of insufficient proof.

In the case that this Policy is terminated or expires, the Insured shall have 30 days beginning on the last day of the Insurance Period to submit Proof of Claim to the Company.

### **E. CLAIMS COOPERAITON**

The Insured and his/her Physician(s), Hospital(s) and other providers shall cooperate fully with the Company including granting full right of access to all related medical documentation, reports and evidence. Any information and evidence required by the Company should be provided with the responsibility and expenses of the Insured, in whatever form of type required by the Company.

### F. SUBROGARTION

The Insured must provide the Company without delay written notification of any right of action against any third party arising out of any circumstances which gave rise to a claim under this Policy. The Insured undertakes to cooperate with the Company in the prosecution of any and all valid claims they may have against third parties arising



out of any occurrence which result in a loss payment by the Company and to account for any amounts recovered on the basis that the Company shall be entitled to recover first in full any sums paid by the Company before the Insured shares in any amount so recovered. Should the Insured fail to prosecute any valid claim against third parties and the Company thereupon becomes liable to make any payment under this Policy, the Company shall be subrogated to all rights of the Insured. Any amount recovered by the Company shall be used to pay the expenses of collection and reimbursement of the Company for any amount that it may have paid or become liable to pay under this Policy.

### **G. OTHER INSURANCE**

The Company shall not pay any claim if there is other insurance covering the same benefits which would pay such claim, except in respect of any excess beyond the amount payable under such other insurance had this Policy not being effected. The Company shall not pay any claim in respect of care treatment, services or supplies furnished by any program or agency funded by any government.

# H. CLAIM EVALUATION

The Company reserves the right to evaluate any claim made by the Insured in terms of its validity and to require the Insured to undergo medical examination at the Company's cost and to ask for a second medical opinion.

The Insured Persons under this Policy shall at all times take reasonable precautions to prevent accidents. All expenditure for which benefit is claimed must be Usual, Reasonable and Customary and be necessarily incurred and be wholly and exclusively for the purpose of treatment. Any second or subsequent medical opinions from a Physician or Specialist for the same condition must be pre-authorised by the Company.

### I. RIGHT OF RECOVERY

In the event of overpayment of any claim hereunder because:

- all or some of the expenses were not paid for by or on behalf of the Insured or were subsequently recovered by or on behalf of the Insured; or
- 2. any relative of the Insured or any person in the Insured's family, whether or not that person is or was an Insured person, is repaid for all or some of those expenses by a source other than the Company; or



- 3. all or some of the expenses were not Eligible Medical Expenses; or
- 4. all or some of the expenses were paid or reimbursed based on an incorrect benefit scheme,

the Company has the right to recover the amount of overpayment from the Insured and/or the Hospital, Physician or other provider of services or supplies. The amount of the recovery is the difference between the amount of expenses actually paid by the Company and the amount of expenses which should have been paid by the Company.

### **ARTICLE 3 - ELIGIBILITY**

In order to be eligible for insurance hereunder, the person must:

- 1. Complete and sign the Proposal and Declaration with all questions answered truthfully; and
- 2. Pay the required Premium on or before the Due Date(s); and
- 3. Receive acceptance of the Proposal or Renewal from the Company; and
- 4. Be a Permanent Resident of Cyprus; and
- 5. Not be HIV+ or Hospitalised on the inception date of this Policy.

### **ARTICLE 4 - TERMINATION OF POLICY**

### A. AUTOMATIC

This Policy will be cancelled automatically upon the non-payment of any premium, cover under this Policy shall terminate and the Company's Liability shall cease with effect from the Due Date of the unpaid Premium. Although the premium can be paid in instalments, this is an annual Policy and the total annual premium is charged at the beginning of the Policy Period. In case of an automatic termination, the Insured is required to pay the Short-Rate Earned Premium, or if part of the premium has already been paid, the difference between the Short-Rate Earned Premium and the amount actually paid.

The Company may at its absolute discretion reinstate the cover if all the premiums due are subsequently paid, given that the Insured submits the following to the Company:

- 1. A written request for Reinstatement; and
- 2. A written statement giving full details, as requested by the Company, of any claims incurred by the Insured since the termination date.



### **B. BY THE COMPANY**

Whilst the Company shall not cancel this Policy because of eligible claims made by the Insured the Company may at any time terminate this Policy without any premium refund and without any notice or grace period if the Insured has at any time:

- Misled the Company by misrepresentation or concealment. This includes nondisclosure of facts that if declared at the submission of the Proposal the Company would not have undertaken the risk or would have undertaken it under special terms.
- Knowingly claimed benefits for any purpose other than those provided for under this Policy.
- 3. Otherwise failed to observe the terms and conditions of this Policy or failed to act with utmost good faith.
- 4. Ceased to be a Permanent Resident of Cyprus.

### C. BY THE INSURED

The Insured may request Cancellation of this Policy hereunder by giving the Company not less than 30 days advance written request. If the Company grants Cancellation, coverage shall terminate with effect from the Cancellation date specified by the Company and the Insured will be charged the Short-Rate Earned Premium. If the Insured has paid more than the Short-Rate Earned Premium, the Company shall refund the difference between the amount actually paid and the Short-Rate Earned Premium. No refund shall be made if the cost of total claims made within the specific insurance period exceeds the 50% of the Short-Rate Earned Premium. If the Insured has paid less than the Short-Rate Earned Premium, the Insured shall remit to the Company the difference between the Short-Rate Earned Premium and the amount actually paid.

# ARTICLE 6 - TRAVEL MEDICAL ASSISTANCE ABROAD (INTER PARTNER ASSISTANCE)

### A. EXPEDITION OF PHYSICIAN

In case of accident or sudden illness of the Insured during a trip abroad, Inter Partner Assistance undertakes the necessary arrangements and expenses for the expedition of a Physician to examine his condition. The examination fees are paid by the Insured.



### **B. MEDICAL TRANSFER**

In case of accident or sudden illness of the Insured during a trip abroad, Inter Partner Assistance undertakes the necessary arrangements and expenses, taking into consideration, for his transport to a more appropriate medical centre within the territory of the foreign country.

### C. MEDICAL REPARTIATION

In case of accident or sudden illness of the Insured during a trip abroad, Inter Partner undertakes the necessary arrangements and expenses for his repatriation, depending on his condition, to a health centre near his residence in Cyprus.

### D. REPATRIATION AFTER TREATMENT

Inter Partner Assistance undertakes the necessary arrangements and expenses for the return of the Insured to his home if, as a result of hospitalisation after an accident or sudden illness, he is unable to return within the foreseen time limit and means of transportation.

## E. VISIT OF RELATIVE

In case the Insured is the victim of an accident or sudden illness that lasts more than 10 consecutive days, Inter Partner Assistance offers to one member of his family or a close relative, one return, economy class ticket in order to visit him.

### F. EXPENSES FOR SOJOURN OF RELATIVE

Inter Partner Assistance undertakes the necessary arrangements and Hotel expenses of the relative for up to 3 days (only room expenses are covered) and for an amount up €270.

### **G. EARLY RETURN HOME**

Inter Partner Assistance undertakes the expenses and arrangements for an early return of the Insured to Cyprus, in case of sudden and unforeseen death of a first degree member of the family, in case the initial foreseen return does not allow him to be present at the funeral. Return can also be arranged in case of home having been damaged as a result of fire, earthquake, floods, burglary or explosion.



### H. REPATRIATION OF CORPSE

Inter Partner Assistance undertakes the arrangements on the spot and and the prompt settlement of the transport expenses for the return to Cyprus of the corpse of the Insured who died during a trip abroad as a result of an accident or sickness, up to the amount of  $\leq 3.000$  (funeral expenses not covered).

### I. EXPENSES FOR MEDICAL TREATMENT ABROAD UP TO €10.000

In case the Insured, victim of an accident or sudden illness, is hospitalized in a foreign Medical Institution, Inter Partner Assistance will cover the costs of his treatment up to the amount of €10.000, provided his doctors consider his hospitalisation in that particular institution necessary.

# J. VISIT OF A MEMBER OF THE FAMILY TO TAKE CARE OF HIS MINOR CHILDREN

If after an accident the Insured is hospitalised and his children accompanying him under the age of 15, remain unattended in the country of the accident (in the absence of an adult accompanying them) Inter Partner Assistance offers to a member of the family one return ticket by airplane or other appropriate means, in order to take care of them.

### K. LEGAL ASSISTANCE FOR €3.000

Inter Partner Assistance undertakes, in case of accident, the eventual legal expenses for the defence of the Insured in order to avoid imprisonment, up to the amount of  $\leq 3.000$ .

### L. LEGAL CAUTION

Inter Partner Assistance undertakes, in case of road accident, to deposit a bail for the release of the Insured for an amount up to €3.000, reimbursable within 3 months.

### M. TRACING AND TRANSPORT OF LUGGAGE

In case of loss of luggage of the Insured during a scheduled flight of a company member of IATA, Inter Partner Assistance undertakes all the necessary efforts to trace



and thereafter to transport and deliver the luggage to the address of the Insured. Any claim for loss of luggage must be accompanied by a written confirmation of the Air Company, the original receipt for the expenses paid and the luggage registration tags on the specific flight.

### N. LOSS OF LUGGAGE

In case of loss of luggage of the Insured during an international scheduled flight of a Company member of IATA, Inter Partner Assistance will reimburse to the Insured any emergency purchase of essential items for an amount up to €115.

Exclusions applicable to Article 6 - TRAVEL MEDICAL ASSISTANCE ABROAD

- (i) Trips exceeding 60 continuous days.
- (ii) Persons owning a secondary residence abroad.
- (iii) Students with repeated travels to the same destination.
- (iv) Persons not having permanent residence in Cyprus.
- (v) Expenses not approved in advance by Inter Partner Assistance.

# **ARTICLE 7 - OTHER BENEFITS**

# A. PERSONAL ACCIDENT INSURANCE

The Company will pay the following compensation per €1.000 of Sum Insured if at any time during the Period of Insurance the Insured Person sustains bodily injury caused by an accident which solely and independently of any other cause results within twelve calendar months from the date of the accident in:

1.	Death	€1.000
2.	Loss of one or more eyes or limbs	€1.000
3.	Permanent Total Disablement	€1.000

Compensation shall not be payable under more than one of Benefits 1, 2, 3 above in connection with the same accident. Loss of an eye means total and irrecoverable loss of all sight in such eye. Loss of a limb means loss of a hand or foot by physical severance at or above wrist or ankle.

Compensation for an Insured Person over 70 years of age is limited to €10.000 Sum Insured.



### **B. TRAVEL INSURANCE**

### Loss of Deposit or Cancellation/Curtailment

Benefit limited to the amount of €1.000. Loss of irrecoverable deposit or prepaid charges for travel and accommodation included in the contracted holiday or journey for the benefit of the Insured Person only, in the event of enforced and necessary cancellation prior to the departure of the outward journey arising from: death, bodily injury or sudden sickness of the Insured Person, or the Insured Person's spouse, parent, parent-in-law, child, brother, sister, or any relative with whom the Insured Person has arranged to travel. Loss of unused portion of pre-paid transport or accommodation charges included in the contracted holiday or journey, following necessary and unavoidable curtailment of the holiday or journey as a direct result of death, bodily injury or sudden sickness of the Insured Person, or the Insured Person's spouse, parent, parent-in-law, child, brother, sister, or any relative with whom the Insured Person has arranged to travel.

### **Exclusions:**

- (i) Expenses payable by the Tour Operator, Hotel or provider of transport.
- (ii) Failure to notify the travel agent/tour operator or provider of transport or accommodation immediately it is found necessary to cancel or curtail the travel arrangements.
- (iii) Cancellation or curtailment as a result of disinclination to travel or financial circumstances of any Insured Person.

# Personal Luggage:

Benefit limited to the amount of €1.000. Loss of or damage to luggage and personal effects the property of the Insured Person taken, sent in advance or purchased on the holiday or journey occurring during the Period of Insurance. The Company will pay the intrinsic value of the lost or damaged articles or the cost of repair whichever is less.

### **Exclusions:**

- Loss or damage arising from delay or confiscation or detention by Customs or other officials.
- (ii) Loss of or damage to household goods, hired property, contact or corneal lenses, artificial teeth, hearing aids, cameras, photographic equipment, telescopes and binoculars, audiovisual equipment and material, antiques, watches, jewellery, furs, precious and semi-precious stones and articles made of or containing gold, silver, or other precious metals, fragile articles, spectacles, mobile telephones, chargers, personal laptops, compact disks, digital video disks, or any other media storage devices.



- (iii) Loss of or damage to luggage whilst in the custody of an airline or other carrier unless reported in writing to such an airline within three days upon discovery and, in the case of an airline, a Property Irregularity Report obtained.
- (iv) Theft or suspected theft of baggage or personal effects not reported to the police (or hotel management if stolen in hotel).
- (v) Normal wear and tear or mechanical or electrical breakdown or derangement.

### Personal money or documents:

Benefit limited to the amount of €500. Loss of money (cash, bank or currency notes, cheques, postal or money orders, traveller's cheques or travel tickets, passports, letters of credit, petrol coupons or credit vouchers) while on a holiday or journey occurring during the Period of Insurance.

### **Exclusions:**

- (i) Money not held for social, domestic or charitable use.
- (ii) Shortages due to error, omission or depreciation in value.
- (iii) Money losses not reported to the police within 24 hours and a report obtained.
- (vi) Loss of traveller's cheques not immediately reported to the local branch or agent or issuing authority.
- (v) Loss of cash not carried on the Insured Person.

Other exclusions applicable to Paragraph B - Travel Insurance

- (i) Claims occurred while travelling in Cyprus are not covered.
- (ii) Coverage is provided for up to 3 trips in any one period of insurance (the first 3 within each period).
- (iii) Each trip must not exceed 60 days.

Excess amount applicable to Paragraph B - Travel Insurance: €100 each and every claim.









# ARTICLE 8 - GENERAL EXCLUSIONS (APPLICABLE TO ALL ARTICLES)

This Policy WILL NOT PAY for any charges resulting from, or in connection with, or are the consequences of, or in any way relating to:

- 1. <u>Aesthetic or plastic surgery</u>: Treatment or surgery for cosmetic or aesthetic reasons, except for reconstructive surgery when such a surgery is required due to bodily injury from accident which occurred during the period of the insurance and is covered by this Policy.
- 2. <u>Birth defects or congenital condition</u>: Any abnormality, deformity, disease, illness or injury present at birth whether diagnosed or not.
- 3. <u>Care, treatment or supplies for the feet</u>: Weak, strained, flat, unstable or unbalanced feet, subluxation, bunions, brachymetatarsia, charcot foot, claw toes, onychocryptosis, corns or calluses, orthopaedic shoes or any other orthopaedic devices.
- 4. Chronic or Recurring Condition: Any condition that is or becomes chronic throughout the Policy, or care, treatment or diagnostic procedures for a medical condition which the Company, on the advice of the medical profession, determines that is likely to be recurring. However, the Policy will pay for nonpalliative treatment of any medically substantiated acute phase of a chronic condition given that the treatment is likely to lead to a quick recovery to the state of health before the appearance of such an acute phase.
- 5. <u>Curvature of the spine disorders</u>: Kyphosis, scoliosis, lordosis, osteoporosis.
- 6. <u>Custodial or rehabilitative Care</u>: Any rehabilitative or nursing care or treatment received in health hydros, nature cure clinics or similar establishments or private beds registered as nursing home attached to such establishments or a hospital where the hospital has effectively become the Insured person's home or permanent abode.
- 7. <u>Dental care, treatment or supplies</u>: Dental examinations, x-rays, extraction of teeth, compound fillings, porcelain crowns, tooth inserts and bridges, artificial teeth, prostheses and corrective technical means, orthodontism, or any General Dental Treatment as herein defined, with the exception of emergency dental treatment necessary to replace sound natural teeth lost or damaged in an accident covered by this Policy.



- 8. Expired, Invalid or Unnecessary charges: Care, treatment or diagnostic procedures that
- (i) are not administrated or ordered by a Physician; or
- (ii) are not Medically Necessary; or
- (iii) exceed Usual, Reasonable, and Customary Expenses; or
- (iv) are Experimental, Unproven or for Research Purposes; or
- (v) were pending at the time of inception of cover; or
- (vi) incurred during a period of insurance for which the corresponding premium was not paid; or
- (vii) were not reported within the time limits stipulated by paragraph D of ARTICLE 2 - VALIDITY AND PROOF OF CLAIM.
- 9. <u>Haemodialysis</u>: Haemodialysis (removal of waste matter from your blood by passing it through a kidney machine or dialyser) or peritoneal dialysis (removal of waste matter from your blood by introducing fluid into your abdomen which acts as a filter). However, this Policy covers, up to a maximum of 10 times, short-term kidney dialysis only if it is required before or after kidney transplant or if it is temporarily needed due to a sudden kidney failure arising from a health condition which is covered by this Policy.
- 10. <u>HIV, AIDS related illness</u>: Human Immunodeficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS), AIDS-related Complex Syndrome (ARCS) or all illnesses caused by and/or related to, or arising as complications from these conditions.
- 11. <u>Infertility, impotency, conception and contraception</u>: Male and female birth control, including any type of contraception or sterilisation, any sexual problems including impotence whatever the cause, sex changes, any form of assisted reproduction or infertility.
- 12. <u>Injuries from sports or unapproved activities</u>: Injury sustained while participating in professional sports, or in any dangerous or extreme sport or activity including but not limited to mountaineering, aviation (except when travelling solely as a passenger in a commercial aircraft), hang gliding and parachuting, jet, snow and water skiing and snowboarding, racing by horse, motor vehicle or motorcycle, spelunking and subaqua pursuits involving breathing apparatus, and Bungee Jumping, or injury sustained while participating in any activity where such activity is undertaken against the advice or direction of any local authority or any qualified instructor or contrary to the rules, recommendations and procedures of a recognised governing body for the sport or activity, or injury sustained while participating in any activity where such activity is undertaken against medical advice.



- 13. <u>Manual Labour</u>: Bodily injury sustained by any Insured Person while engaging in manual labour outside Cyprus for remuneration in connection with any business or activity.
- 14. <u>Mental or Nervous Illnesses and other Disorders</u>: Psychiatric, psycho geriatric, nervous or mental illnesses or disorders of any kind, sleep disorders including sleep apnoea, snoring or any sleep-related breathing problem, any learning behavioural or development disorders, such as dyslexia, attention deficit hyperactivity disorder (ADHD), or shortness of stature, eating disorders or weight problems.
- 15. <u>Modifications</u>: Modifications of the physical body in order to improve the psychological, mental or emotional well-being of the Insured, such as sexchange surgery and weight modification or surgical treatment of obesity, including wiring of the teeth and all forms of intestinal or stomach bypass Surgery.
- 16. Nasal scoliosis or hypertrophic nasal conchae
- 17. No underlying illness or injury: Symptoms that are not due to any underlying disease, illness or injury, or required as a result of complications or consequences of a treatment or condition not covered hereunder. This includes but is not limited to:
- (i) Symptoms commonly associated with any bodily change arising from any physiological, or natural cause such as ageing (e.g. osteoporosis, agerelated macular degeneration, macular pucker), menopause or puberty (e.g. acne).
- (ii) Symptoms associated with the menstruation cycle (e.g. dysmenorrhoea, endometriosis) or any other hormonal condition, imbalance or disorder (e.g. polycystic ovarian syndrome).
- (iii) Charges for Hormone replacement therapy (HRT) or bone densiometry.
- 18. Other Insurance: Sums which the covered person is entitled to receive on the basis of other group or personal insurance cover or medical fund. The payable benefits, under the Policy, are limited to the balance of the expenses which are not covered by benefits under other insurance covers or funds or to that amount which is computed on the basis of the Schedule of this Policy, whichever of these is lower.
- 19. Photodynamic treatment (PDT)
- 20. <u>Pre-existing conditions</u>: Charges resulting directly or indirectly from any Pre-existing Condition, as herein defined, unless otherwise explicitly stated in ARTICLE 5 SCHEDULE OF BENEFITS AND LIMITS or in any other endorsement to this Policy.



- 21. <u>Pregnancy and Childbirth</u>: Charges for pre-natal care, delivery, post-natal care, and care of newborns, including complications of pregnancy, miscarriage or terminated pregnancy including abortion, unless otherwise explicitly stated in ARTICLE 5 SCHEDULE OF BENEFITS AND LIMITS or in any other endorsement to this Policy.
- 22. <u>Radioactivity and Contamination</u>: lonising radiation, radioactivity or pollution from radioactivity due to nuclear matter or from refuse or burning of nuclear matter or nuclear accident, radioactivity, toxic, explosive or other dangerous qualities of any explosive matter or nuclear constituent part thereof, or chemical contamination.
- 23. <u>Routine examinations and tests</u>: Routine physical examinations and associated laboratory tests and diagnostic procedures ordered by a Physician including gynaecological investigations and tests, inoculations, endophthalmisms, immunizations or any other preventive care or medicines not related or required to be made for the diagnosis of a disease or bodily injury from an accident covered by this Policy.
- 24. Sight or hearing related therapy or surgery: Normal sight and hearing tests, eyeglasses, contact lenses, hearing aids, hearing implants, eye refraction, visual therapy, or for any examination or fitting related to these devices, eye surgery or therapy, such as radial keratotomy, whose primary purpose is to correct nearsightedness, farsightedness, astigmatism, or orthoptics and visual eye training.
- 25. <u>Substance abuse and addiction</u>: Alcoholism, solvent abuse, drug abuse or any addictive conditions of any kind and treatment of any injury, illness or sickness arising directly or indirectly from any such abuse or addiction. Treatment for any disease or illness directly or indirectly caused by chronic or excessive use of substances that have been scientifically proven to be harmful to the health, such as alcohol or any drugs (other than drugs taken in accordance with treatment prescribed and directed by a Physician).
- 26. Temporomandibular Joint Disorders (TMJ)
- 27. <u>Testing for allergies</u>: Any allergy related investigations including but not limited to skin-prick tests, blood tests, patch tests, allergen challenge tests and food tolerance tests.
- 28. <u>Under alcohol and drug influence</u>: Injury and/or illness resulting or arising from or sustained while under the influence of or due wholly or partly to the effects of intoxicating liquor or drugs other than drugs taken in accordance with treatment prescribed and directed by a Physician but not for the treatment of Substance Abuse.



### 29. Varicose Veins or Phlebitis

- 30. Venereal disease: Venereal disease or any other sexually transmitted diseases.
- 31. <u>Violation of Law</u>: Violation of law by the Insured, including without limitation, the engaging in an illegal occupation or act, but excluding minor traffic violations.
- 32. <u>Vocational, speech and other therapies</u>: Speech, vocational, occupational, biofeedback, acupuncture, recreational, sleep or music therapy, or exercise programmes, whether or not prescribed or recommended by a Physician.
- 33. <u>Waiting period conditions</u>: Any medical condition relating to joints, spine, hernias, cataract, prostate hyperplasia, vaginal prolapse, haemorrhoids, unless as a result of an accident. These conditions will be covered only after the Policy has been in force for 3 years without interruption.
- 34. <u>War and terrorism</u>: War, invasion, acts of foreign enemy hostilities, military or police operations by whatever means (whether or not war is declared), civil war, mutiny, riot, strike, military or popular uprising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any events or causes which determine the proclamation or maintenance of martial law or state of siege, attempted overthrow of Government, or any acts of terrorism.

For the purpose of 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 organization(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

35. <u>Willfully self-inflicted injury or illness</u>: Suicide or attempted suicide, wilfully self-inflicted injury or illness.



### **ARTICLE 9 - DEFINITIONS**

- 1. <u>Accident</u>: A sudden, unintentional, and unexpected occurrence caused by violent, external, visible means resulting in injury to the Insured Person.
- 2. <u>Acute Condition</u>: Medical or surgical condition of either short course (as opposed to a chronic course) or rapid onset, that is either capable of receiving effective, curative treatment, or that spontaneously remits.
- 3. <u>Allergies</u>: Allergic conditions such as allergic asthma, allergic rhinitis, allergic eczemas, urticaria, allergic conjunctivitis and hay fever will be covered up to the annual limit specified in ARTICLE 5- SCHEDULE OF BENEFITS AND LIMITS under the Allergies cover.
- 4. <u>Allowance for free treatment</u>: The daily allowance that the Company will pay to the Insured in case of a hospitalisation otherwise covered by the policy for which the Insured claims no reimbursement.
- 5. Chronic condition: Illness (including a mental condition) or injury which has no scientifically accepted cure (treatment can alleviate but not cure) or recurs, or requires palliative treatment, or leads to permanent disability, or is caused by irreversible bodily changes. Furthermore, a chronic condition includes an illness, a disease or an injury that requires rehabilitation or special training to cope with it or long-term monitoring, consultations, check-ups, examinations or tests. Examples of chronic conditions would be osteoarthritis, irritable bowel syndrome, diverticulosis, diabetes, Chron's disease etc.
- 6. <u>Custodial Care</u>: Those types of care or services, wherever furnished and whatever name called, that are designed primarily to assist an Insured Person.
- 7. <u>Diagnostic Procedures</u>: Investigations, such as x-rays, scans, laboratory tests, ordered by a Physician or Specialist to investigate a medical condition.
- 8. <u>Due Date(s)</u>: In conformity with the method of payment specified in the Proposal, the Due Date(s) shall be the first day of each payment period.
- 9. <u>Educational or Rehabilitative Care</u>: Care for restoration (by education or training) of one's ability to function in a normal or near normal manner following an Illness or Injury.
- 10. <u>Eligible Medical Expenses</u>: Reasonable and normal outlays and expenses for any items stated in ARTICLE 5 SCHEDULE OF BENEFITS AND LIMITS and not excluded under this Policy.



- 11. <u>Emergency</u>: A medical condition manifesting itself by acute signs or symptoms which could reasonably result in placing the Insured Person's life or limb in danger if medical attention is not provided within 24 hours.
- 12. <u>Emergency Medical Evacuation</u>: Transportation costs and medical care en route to the nearest Hospital where appropriate care is available.
- 13. Excess: The amount or the percentage specified in ARTICLE 5 SCHEDULE OF BENEFITS AND LIMITS and in ARTICLE 7 OTHER BENEFITS that the Insured Person must pay towards a claim made.
- 14. Experimental, Unproven or for Research purposes: Terms used to describe procedures, services or supplies that are by nature or composition, or by the way used or applied, not scientifically proven to lead to cure or to an accurate diagnosis.
- 15. <u>Full Refund</u>: Reimbursement of amounts spent by the Insured on Eligible Medical Expenses that were Medically Necessary and did not exceed Usual, Reasonable and Customary Expenses or the maximum limits recorded in ARTICLE 5 SCHEDULE OF BENEFITS AND LIMITS.
- 16. <u>General Dental Treatment</u>: The care of teeth, gums, or bones supporting the teeth, including dentures and preparation for dentures.
- 17. <u>Hospital</u>: An institution (public or private) which operates as a hospital pursuant to law and is licensed by the Country in which it operates and operates primarily for the reception, care, and treatment of sick or injured persons as Inpatients, and provides 24-hour nursing service by Qualified Nurses on duty or call, and has a staff of one or more Physicians available at all times, and provides organised facilities and equipment for diagnosis and treatment of acute medical or surgical conditions on its premises, and it is not primarily a long-term care facility, nursing, rest, custodial care, or convalescent home, a place for the aged, drug addicts, alcoholics or runaways, or a similar establishment.
- 18. <u>Hospital Expenses</u>: Charges incurred in the hospital, or clinic during hospitalisation, including accommodation, treatment, diagnostic examinations, laboratory tests, medical, pharmaceutical and surgical expenses, subject to the maximum limits recorded in the Schedule of this Policy.
- 19. <u>Illness</u>: Any non pre-existing sickness or disease which manifests itself during the period of the Policy and entails expenses on hospitalization and medical and pharmaceutical treatment and which is not excluded by the Policy. Illness does not include learning disabilities, attitudinal disorders or disciplinary problems.



- 20. <u>Inception Date</u>: The date shown in ARTICLE 5 SCHEDULE OF BENEFITS AND LIMITS on which an Insured Person was included under this Policy.
- 21. <u>Injury</u>: Bodily injury resulting from an Accident which (a) the Insured suffers during the period of insurance and (b) creates the need for the Insured to stay in a hospital or clinic and to have the care and follow-up by a doctor.
- 22. <u>Inpatient treatment</u>: Treatment in a Hospital where an Insured Person out of medical necessity is provided with hospital accommodation.
- 23. <u>Insured Person(s)</u>: The person(s) named on the Proposal and Schedule of Benefits and Limits of this Policy.
- 24. <u>Maximum limit per ailment/condition</u>: The maximum amount that the Company is liable to pay for the whole duration of a Policy (i.e. all the years that a person is Insured with the Company) for any Insured as a result of one specific ailment/condition.
- 25. <u>Medical Condition</u>: Any injury, sickness, illness or disease covered under this Policy.
- 26. Medically Necessary: Services, medicines or dressings which are
- (i) necessary and appropriate for the diagnosis or treatment of the particular medical condition based on generally accepted current medical practice; and
- (ii) substantiated through recognised international protocols and scientific bibliography to be secure and effective for treatment or diagnosis of the particular medical condition.
- Services, medicines or dressings will not be considered Medically Necessary if they
- (i) are provided only as a convenience to the Insured Person and not out of medical necessity; or
- (ii) are not appropriate for the Insured Person's symptoms or the diagnosis of the particular medical condition; or
- (iii) exceed (in scope, duration or intensity) that level of care which is needed to provide safe, adequate and appropriate diagnosis or treatment.
- 27. <u>Mental or Nervous Disorder</u>: A mental or emotional disease or disorder which generally denotes a disease of brain with predominant behavioural symptoms, or a disease of the mind or personality, evidenced by abnormal behaviour, or a disorder of conduct evidenced by socially deviant behaviour. Examples of Mental or Nervous Disorders would be psychosis, depression, schizophrenia, bipolar affective disorder, dementia etc.



- 28. <u>Organ transplants</u>: Surgical procedures to perform a transplant of an organ. Under this Policy it is limited to kidney, liver, heart, lung, or heart and lung, in respect of the Insured Person as recipient and not as organ donor. Any expenses relating to the supply of organs are not covered.
- 29. <u>Outpatient treatment</u>: Medically Necessary treatment for injuries or illnesses at a recognised medical facility, which does not require accommodation at a Hospital.
- 30. <u>Palliative Treatment</u>: Any form of medical care or treatment that concentrates on reducing the severity of the symptoms of a disease or slows its progress rather than providing a cure.
- 31. <u>Parent's Accommodation</u>: Expenses for the accommodation of a parent accompanying his/her hospitalised child (up to 16 years of age), given that both of them are covered under this policy and the hospitalisation is an Eligible Medical Expense.
- 32. <u>Permanent Resident of Cyprus</u>: Person who resides in Cyprus for at least eight and a half months per year. (Persons whose family lives in Cyprus but they are studying abroad are also included under this definition as long as they declare it and pay any premium loading required.)
- 33. <u>Permanent Total Disablement</u>: Disablement which entirely prevents an Insured Person from attending any business or occupation to which he/she is suited by way of education, training or experience and which lasts twelve months and at expiry of that period is beyond expectation of improvement.
- 34. <u>Physician</u>: A General Medical Practitioner who is either registered or legally licensed in the country in which he/she practices.
- 35. <u>Physiotherapy</u>: Physical therapy prescribed by a Physician and performed by a qualified physical therapist (physiotherapist) who is either registered or legally licensed in the country in which he/she practices. For the purposes of this Policy physiotherapy, osteopathy and chiropractic are considered equivalent forms of physical treatment and will be covered up to the annual limit specified in ARTICLE 5 SCHEDULE OF BENEFITS AND LIMITS under the Physiotherapy cover.
- 36. <u>Plan Limit</u>: The overall annual maximum limit during any period of insurance for a particular benefit specified in ARTICLE 5 SCHEDULE OF BENEFITS AND LIMITS.
- 37. <u>Policy Period or Period of Insurance</u>: The period of time during which the Policy is effective.



- 38. Policyholder: The person named as Policyholder in the Policy Schedule.
- 39. <u>Pregnancy</u>: The physical condition of being pregnant, including complications of pregnancy.
- 40. <u>Pre-Existing Condition</u>: Any injury, illness, sickness, disease or other physical, medical, mental or nervous condition, disorder or ailment which has been diagnosed or has required medical treatment (including Prescription Drugs) or for which medical advice including check-ups has been sought, or undiagnosed symptoms which have required investigation, that existed at the time of the proposal or at any time prior to the inception date of this Policy, including any subsequent, chronic or recurring complications or consequences related thereto or arising therefrom.
- 41. <u>Prescribed medicines and drugs</u>: Medications whose sale and use are legally restricted to the order of a doctor, general medical practitioner, physician, or specialist's prescription.
- 42. <u>Proposal</u>: The fully answered and signed individual proposal form that is part of this Policy.
- 43. <u>Routine Physical Exam</u>: Examination of the physical body by a Physician for preventive or informative purposes only, and not for the diagnosis or treatment of any condition.
- 44. <u>Qualified Nurse</u>: A qualified resident or daily Nurse whose name is currently on any register or roll of Nurses maintained by any Statutory Nursing Registration Body within the country in which they are resident.
- 45. <u>Short-Rate Earned Premium</u>: Earned premium charged when the Policy is terminated prior to the expiration date either automatically or upon the Insured's request. For the purposes of this Policy the Short-Rate Earned Premium shall be the pro-rata earned premium with two months in addition to the period of coverage. For example, the Short-Rate Earned Premium for a six month period shall be the eight month pro-rata premium.
- 46. <u>Specialist</u>: Any medical practitioner who is either registered or legally licensed and holds a consultant appointment at a hospital, and is practising in the speciality of that appointment for which the Insured Person requires treatment.
- 47. Substance Abuse: Alcohol, drug or chemical abuse, overuse or dependency.



- 48. <u>Surgery and Surgical Procedure</u>: An invasive diagnostic procedure or the treatment of illness or injury by manual or instrumental operations performed by a Physician while the patient is under general or local anaesthesia.
- 49. <u>Treatment</u>: The medicine, therapy or surgery involved in caring for or dealing with a patient's injury or illness in an act of remediation of a health problem. Treatment may also refer to the administration or application of such remedies.
- 50. <u>Usual</u>, <u>Reasonable and Customary Expenses</u>: Medical and pharmaceutical expenses which are commensurate with the level of fees charged by most medical practitioners and/or hospitals in the country where the expenses were incurred for which a claim is lodged under this policy. The fees should be for similar treatments and the medical practitioners and/or hospitals should possess similar qualifications or be at a similar level as those for which the claim is submitted. Or, medical and pharmaceutical treatment which does not essentially differ from what a medical practitioner, approved by the Company and the Insured, deems to be normal and ordinary treatment for any particular medical condition in respect of which a claim is lodged for medical and pharmaceutical treatment under this Policy.
- 51. <u>Utmost Good Faith</u>: The obligation of the contracting parties in an insurance contract to disclose all important information concerning the contract even if they are not requested.

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