

## **MEDICAL EXPENSES INSURANCE**

Whereas the Insured Person, with a view to effecting an insurance as hereinafter provided with the Underwriters (as defined below), has presented a proposal upon which the Underwriters have determined their terms and conditions.

We, Underwriting Members of the syndicates whose definitive numbers and proportions are shown in the Table attached hereto (hereinafter referred to as the 'Underwriters'), hereby agree, in consideration of the payment to us by or on behalf of the Insured Person of the premium specified in the Schedule, to insure against bodily injury in the manner and to the extent hereinafter provided.

The Underwriters, and their heirs, executors and administrators shall be liable only for their own shares of their respective syndicate's proportion, the Underwriters having bound themselves severally and jointly, each for their own part, and not for another, and in respect of their due proportion only. The identity of each underwriting member of the syndicates shown in the Table and the amounts of their respective shares may be ascertained by the Insured Person or their representative on application to Lloyd's Policy Signing Office, quoting the Lloyd's Policy Signing Office number and date shown in the Table.

This Insurance is administered by Insurance Consultants International Limited who is authorised and regulated by the Financial Services Authority (FSA) and whose FSA registered number is 307945. This can be checked on [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register). The cover is mediated by Besso Limited known as the Coverholder, who is authorised and regulated by the FSA and whose registered number is 309159.

Signature of the Coverholder

A handwritten signature in blue ink, appearing to be 'J. B. H.', is written below the signature line.

We the Underwriters hereby agree to indemnify the Insured Person up to the Sum Insured in respect of Medical Expenses necessarily incurred within 12 month of the Event giving rise to them as the direct result of an Insured Person

- (a) falling ill, or
  - (b) sustaining accidental bodily injury
- during the Period of Insurance

Medical Expenses means the cost of medical, surgical or other remedial attention or treatment given or prescribed by a qualified member of the Medical Profession together with hospital, nursing home and ambulance charges (as may be incurred)

### **WARRANTY**

It is warranted that at the commencement of this Insurance in respect of each Insured Person, such person is

- (a) below the age of 65 years, and
- (b) is in good health, is free from any physical or mental defect or disability and has not suffered from any recurring illness or condition.

This warranty does not apply to any condition disclosed in writing to Underwriters and accepted in writing by Underwriters without exclusion.

### **SPECIAL PROVISIO**

If at the time any claim to indemnify arises under this insurance there be any other insurance covering the same expenses or any part thereof the Underwriters shall not pay more than their rateable proportion.

### **EXCLUSIONS**

The Underwriters shall not be liable for Medical Expenses incurred resulting directly or indirectly from or consequent upon

1. Dental and optical charges incurred by an Insured Person except as may be occasioned by accidental means and in the case of teeth causing injury to sound natural tooth.
2. Any disorder of the reproductive system which occurs either before or within 6 months after the inception date of this certificate.
3. Any illness which pre-exists this policy or in the case of the renewal of a previous contract of insurance for which this policy is the immediate renewal replacement the first date of the issue of the said original policy, or in respect of any congenital defect
4. Cosmetic or plastic surgery except where this is considered necessary due to a personal injury from accident occurring during the Period of Insurance
5. Any refractive disorder or defect of the eyes, and application or fitting of any eyeglasses or contacts
6. Normal medical examinations, which are not related or are not necessary for the diagnosis of a disease or any Injury by Accident
7. Check ups
8. Vaccinations
9. Birth Control pills and or the application of birth control means
10. Rheumatism, arthritis or any other disorder of the spinal cord
11. Treatment of infertility or/and childbearing
12. Physiotherapy except for the treatment of a damage caused by accident
13. Any form of mental or nervous disorder

14. An Insured Person being under the influence of alcohol or having taken a drug unless taken or administered in accordance with the prescription of a qualified Medical Practitioner
15. War, invasion, acts of foreign enemies, acts of terrorism, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power
16. The Insured Person engaging in or taking part in
  - (a) Naval, military or air force service or operation
  - (b) Winter sports other than skating or curling
    - (i) at any winter sports resort or
    - (ii) anywhere outside Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or the Republic of Ireland
  - (c) Skin diving involving the aid of breathing apparatus, rock climbing or mountaineering normally involving the use of ropes or guides, pot holing, hang gliding, parachuting, hunting on horseback or driving or riding in any kind of race
  - (d) Driving or riding on motor cycles or motor scooters other than mopeds.
17. The Insured Person engaging in air travel except as a passenger in a properly licensed multi-engined aircraft being operated by a licensed commercial air carrier or owned and operated by a commercial concern.
18. Venereal Disease, suicide or attempted suicide or intentional self injury or the Insured Person being in a state of insanity.
19. Deliberate exposure to exceptional danger (except in an attempt to save human life) or the Insured Person's own criminal act or the Insured Person being under the influence of alcohol or drugs
20. Acquired Immune Deficiency Syndrome (AIDS) or AIDS related complex (ARC) howsoever this syndrome has been acquired or may be named

### **CONDITIONS**

1. If an Insured Person shall engage in any occupation, sport, pastime or activity in which greater risks may be incurred than in the occupation disclosed in this insurance without the Insured Person first notifying the Underwriters and obtaining their written agreement to the amendment of this insurance (subject to the payment of reasonable additional premiums as the Underwriter may require) as a consideration for such agreement then no claim shall be payable in respect of any accident arising out of or in the course of such occupation, sport, pastime or activity
2. This Insurance shall become null and void in respect of an Insured Person who proceeds beyond the geographical limits
3. Immediate notice must be given to the Underwriters of any accident or illness of an Insured Person which causes or may cause Medical Expenses to be incurred and such Insured Person must as early as possible place himself under the care of a duly qualified Medical Practitioner. In no case will the Underwriters be liable to indemnify the Insured Person unless the Medical Adviser or Advisers appointed by the Underwriters for the purpose shall be allowed so often as may be deemed necessary to make an examination of the person of an Insured Person
4. Any fraud mis-statement or concealment by an Insured Person if unknown to the Insured Person either in the proposal on which this insurance is based or in relation to any other matter affecting this insurance or in connection with the making of any claim hereunder shall render this insurance null and void insofar as it relates to the Insured Person in question but any such fraud or

statement or concealment by or known to the Insured Person shall render this whole insurance null and void and all claims hereunder shall be forfeited.

5. This insurance shall be governed by the Law of the Republic of Cyprus whose courts shall have jurisdiction in any dispute arising hereunder and any summons notice or process to be served upon the Underwriters for the purpose of instituting any legal proceedings against them in connection with this insurance may be served upon Prodomou Underwriting Agency Limited of Nicosia, Cyprus who have authority to accept service on their behalf.

#### **NUCLEAR/CHEMICAL/BIOLOGICAL EXCLUSION**

It is agreed that, regardless of any contributory cause(s), this insurance does not cover any claim(s) in any way caused or contributed to by an act of war or terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

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

If the Underwriters allege that by reason of this exclusion any claim is not covered by this insurance the burden of proving the contrary shall be upon the Insured Person.

#### **SEVERAL LIABILITY NOTICE LSW001(INSURANCE)**

The subscribing insurer's obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of their obligations.