

expacare



Islands Choices Membership Guide 2023



International healthcare for over 40 years

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1. Introduction

Welcome to Expacare, one of the UK's longest established international health insurance providers for **your** health insurance plan. These plans are provided by Expacare Limited acting on behalf of the **Insurer**. The **benefits** are shown in section 4 of this guide.

To fully understand **your** rights, responsibilities, what is covered and what is not covered, **you** must look at:

- › this guide including the conditions detailed in sections 3 and 8
- › **your insurance certificate** where the **benefits** that apply to **you** are shown as well as any exclusions or limitations in **treatment** or **benefits** that are specific to **you**, or any **dependants** included under **your** membership.
- › Membership Guide Supplement
- › Any Addendum attached
- › As with any healthcare insurance contract, there are 'exclusions'. These are conditions and **treatments** that are not covered and are listed in section 6 of this guide.

Words written in **bold** are important and have a specific meaning and they are defined in section 5 of this guide.

This guide covers **Group Policies, Corporate Advantage Plan Policies** and **Individual Policies**. Some terms vary between a **Group Policy**, a **Corporate Advantage Plan Policy** and an **Individual Policy**. Where this is the case this has been clearly highlighted in this guide. Please also refer to **your insurance certificate** for confirmation of the classification of **your** policy.

Our Commitment to You

We will make sure all the information **we** give **you** will be clear, fair and accurate.

We will always aim to be fair and reasonable.

We will also act promptly.

We will do everything **we** can to help **you** and **your dependants** get the most out of this important service by:

- › Providing a 24-hour help line for medical emergencies
- › Helping **you** find suitable healthcare providers in **your** area
- › **Pre-authorising** certain **claims** so that **your** out-of-pocket expenses and financial worries are reduced as far as possible
- › Negotiating direct settlement of **hospital** bills
- › Providing an international **claims** management team who have the medical expertise needed to help **you** understand **your** local **doctor's** plan of care, and to support **you** in making important decisions about **your** healthcare in a foreign environment
- › Processing **your claim** form as quickly as possible

Our Customer Care

Expacare Limited is committed to delivering the highest standards of customer care. **We** are always interested in **your** feedback and **you** can contact **us** by post, e-mail or telephone. Should **you** require further clarification about **your** plan, or **you** would like to tell **us** about any changes in **your** personal circumstances, please contact **us**:

Expacare Limited, Bracknell Enterprise Centre, Easthampstead Road, Bracknell, RG12 1NF, United Kingdom
T: +44 (0) 1344 233950

E: info@expacare.com

For questions about how to **claim**, a specific **claim** query, or finding a local **doctor** or **hospital**, please visit **our** website: www.expacare.com. **You** can also find details on making a **claim** and **claims** conditions in Sections 7 and 8 of this guide.

2. Administration of Your Plan

2.1 The contract

This guide, in conjunction with **your** application form, **your insurance certificate**, Membership Guide Supplement and any Addendum attached makes up the contract between **you/your Sponsoring Organisation** and **us**, with the purpose of providing **you** with **benefit** when **you** need medical **treatment**.

Where this is a **Group Policy** or **Corporate Advantage Plan Policy** it has been arranged through **your sponsoring organisation** who is approved by **us**. **Your sponsoring organisation** has agreed the rules of **your** membership and details of the insurance cover.

2.2 Membership eligibility

These rules apply to **your** eligibility to become a member of this plan (as the **insured person**), and that of **your dependants**.

- › **Our** Plans are designed for residents of the Channel Islands unless otherwise agreed by **us** in writing.
- › For a **Group Policy** and **Corporate Advantage Plan Policy** **you** must be an active employee or a **dependent** of a covered active employee of the **Sponsoring Organisation** we have the contract with.
- › In respect of an **Individual Policy** and a **Corporate Advantage Plan Policy** **you** must be under 65 years old at the date **you** join in order to be covered.
- › In respect of a **Group Policy** only **you** must be under 65 years old at the date **you** join in order to be covered without having **your** medical history evaluated. If **you** are 65 or over, **we** need to see **your** medical history and **you** need to provide proof of employment. **You** will need to complete and return a Medical Questionnaire Form.
- › **Your dependants** must be covered under the same plan **benefit** **you** have, as the **insured person**.
- › **You** and **your dependants'** cover starts on the **start/enrolment date** shown on **your insurance certificate**.
- › The young adult rate (19-24 years) will apply to all **policyholders** or employees aged 24 and under.
- › Membership may depend on local insurance licensing legislation in **your country of residence**.
- › Subsequent changes in cover can only be made at renewal
- › **You** are obliged to meet local legislation requirements in **your country of residence** at any time before and whilst **you** are a member of this plan.
- › **You** are not eligible to join this plan if **you** are an American citizen and **you** live permanently in the USA.
- › **We** must receive premiums before the **start/enrolment date** or the due date.
- › **We** will tell **you** about any exclusions specific to **you** on **your insurance certificate**.

2.3 Renewing your cover

This plan is a one-year contract renewable each year on the anniversary of the **start/enrolment date** by **you** if an **Individual Policy** and by **your sponsoring organisation** if a **Group Policy** or **Corporate Advantage Plan Policy** (the premium rates in force at the time **you** or **your sponsoring organisation** renew, and any changes **we** have given **you** or **your sponsoring organisation** written notice of, will apply). **We** will renew the plan when **we** receive the premium.

Changes in cover can only be made at renewal and must be advised to **us** in writing prior to the **renewal date**. Any changes requested will be subject to **Insurers'** acceptance.

Insurers reserve the right to amend or alter premiums and terms on individual cases.

2.4 Ending your cover

We may end **your** cover during the term of **your** plan for **you** (as the **insured person**) and **your dependants** in the following situations:

If **you**, **your dependants** or **your** agent:

- › withhold relevant information or give **us** incorrect information
- › make any false or fraudulent **claim**
- › fail to provide any reasonable information **we** have asked for
- › fail to pay the premiums due
- › give threatening or abusive behaviour

If **you** or **your dependants**:

- › Are no longer residents of the Channel Islands

In respect of a **Group Policy** or **Corporate Advantage Plan Policy** cover will end if:

- › **Your sponsoring organisation** confirms **you** are no longer eligible for **group** membership
- › **You** cease to be an employee of the **sponsoring organisation**

We may decide to discontinue the plan or any part of it. **We** have the right to alter the terms of membership and the contract at any time. In respect of a **Group Policy** or **Corporate Advantage Plan Policy**, **your sponsoring organisation** is responsible for telling **you** immediately if **your** cover has been cancelled.

We will not cancel **your** plan because of **your** age or health record.

If a policy is cancelled and a **claim** has been made then the full annual premium will be due. Any costs incurred in recovering due premiums will be the responsibility of the **policyholder**.

Any **claims** received after a refund will be declined.

2.5 Your cancellation rights

You should make any request for cancellation of a policy to **us** in writing. **You** have a right to cancel **your** policy if it does not meet **your** requirements or for any other reason within 14 days of the date **you** receive **your** policy documents or the inception date, whichever is the latest. If no **claims** have been made **you** will receive a full refund.

You may cancel after the 14 days have expired. **You** may be entitled to a pro-rated refund if **you** have made no **claims**. No return of premium will be given in the event that any **claim** has been reported to the **Insurer**.

3. Plan Conditions

These conditions form an important part of **your** plan and it is important **you** read them carefully.

Any **benefit** referenced in these conditions is only available if it is shown on **your insurance certificate**.

3.1 Dependants

Your dependants must be named on the **insurance certificate** to qualify for **benefit**. **We** do not add newborn babies unless **you** ask **us** to. Subject to acceptance, benefit for **your** child will only start from the day the child is discharged from **hospital**.

3.2 Doctors' recognised qualifications

We have the right to withhold **benefit** for **treatment** by **doctors** who do not hold internationally recognised qualifications or training. For example, a school listed in the World Health Organisation's World Directory of Medical Schools.

3.3 Information that you provide to us – for consumer contracts

If **you** are an individual covered by this plan or an individual buying insurance outside **your** trade, business or profession, **you** must take reasonable care to answer all the questions asked by the **Insurer** and **us** in connection with **your** insurance, whether through a proposal 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 innocently 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**. **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** broker or from **us**.

If **you** become aware that information **you** have given **us** is inaccurate, **you** must inform **us** or **your** broker as soon as practicable.

3.4 Duty of Fair Presentation – for business contracts

If **you** are an individual purchasing or renewing insurance in connection with **your** business, trade or profession, or **you** are a **sponsoring organisation** purchasing or renewing a **Group Policy** or a **Corporate Advantage Plan Policy**, **you** must be aware of the duty of fair presentation. This obliges **you** to provide

accurate answers to all questions. Failure to comply with this obligation may entitle the **Insurer** to decline **your claim**, pay a proportionate amount of **your claim** only, or cancel **your** policy.

The duty of fair presentation, in relation to questions asked by the **Insurer**, is a duty to provide to the **Insurer**:

- › 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.

It is important to understand who in **your** business has “knowledge” for the purposes of this duty:

- › If **you** are an individual buying cover in connection with **your** business, **you** will be presumed to know what **you** actually know and what is known by the individuals responsible for **your** insurance (such as **your** broker);
- › If **you** are a corporate entity, **you** will be presumed to know what is known by the business’s “senior management” and the individuals responsible for its insurance (such as **your** risk management team and **your** broker). Senior Management means those individuals who, in connection with the risks to be insured, play significant roles in the making of decisions about how the **insured person’s** activities are to be managed.

We will seek to agree with the **Insurer** in advance of any placement whose “knowledge” counts for the purposes of the duty, and will in any event provide **you** with guidance on this.

Please note that **you** will be treated as knowing:

- › material circumstances of which **you** (or the relevant persons identified above) have actual knowledge;
- › material circumstances which **you** suspect but **you** have deliberately refrained from confirming or enquiring about; and
- › material circumstances about which **you** ought to know (i.e. circumstances which should reasonably have been revealed by a reasonable search of information available to **you**).

This means that in some circumstances the responsible individuals will be required to make enquiries, and the information (and therefore the scope of those enquiries) may not necessarily be limited to that held by the business. **We** will provide advice and guidance on the nature and extent of searches that may be required to comply with the duty.

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 an insurance policy and in providing information to or for the **Insurer**, the accuracy and completeness of all answers, statements and/or information is the **policyholder’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, in general terms, or specific to **your** risk from the knowledge **we** gain from working with **you** to understand **your** risk.

In the event that 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 into 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** broker or **us**.

3.5 Local taxes

The **policyholder** is liable for any local taxes due on the insurance premium unless these taxes have been shown on **your** invoice and paid. In these cases **Insurers** will account to the local tax authorities for the tax due.

3.6 Medical advice

You are responsible for complying with any medical advice/**treatment** given to **you** by **your doctor** or other treating healthcare professional.

3.7 Payments

Expacare Limited is able to offer the choice of paying premiums on either a semi-annual or quarterly basis (frequency to be confirmed by Expacare prior to renewal of the policy). An administration charge of 2% and 4% respectively will be applied. These fees are not applicable when **Individual Policies** are issued to **policyholders** in the EEA.

In respect of **Individual policies**, if **you** do not live in the EEA and are paying for **your** insurance via instalments then **you** will not benefit from protections under the Consumer Credit Act or the Consumer Credit Sourcebook of the Financial Conduct Authority.

In the event that the value of **your claim(s)** exceeds the value of the remaining premium instalment payments, **we** may require the full annual premium to be paid before any further **claims** can be settled.

We will only make premium refunds and **claims** payments when local and international regulation allows.

3.8 Pre-Authorisation of treatment or Benefits

See section 8 – claims conditions.

4. Benefits: what we can cover

As with any insurance contract, there are conditions attached to claiming **benefit**, so please look carefully at the **benefits** table, notes and plan conditions (section 3), along with the definitions (section 5) and exclusions (section 6). Together with **your insurance certificate**, they define the **benefits** available to **you** and **your dependants** under this plan.

We will only pay for eligible **treatment** received within the period of cover. The purpose of this plan is to provide **you** with **benefit** when **you** need medical **treatment**. **Benefits** are limited to the usual **reasonable and customary** charges (as determined by **us**) in the area where **treatment** is provided. **Your** covered **benefits** are set out in **your insurance certificate**. To receive **benefit** **your doctor** or **we** must order services or items, and **our** medical advisor must consider them to be **medically necessary**.

We can make reasonable requests for information or proof to support **your claim**. **You** must send **us** a filled-in claim form with the relevant bills and receipts (please do not send photocopies or duplicate bills). **You** must supply this information or proof of **claim**. Please refer to sections 7 and 8 of this guide.

We cannot pay any **benefit** if **your** plan is not in force or the premiums are not paid up to date at the time **you** have **your treatment**.

All **benefits** are per **policy** period unless otherwise stated.

There is an overall **maximum benefit** for each **insured person** in each **certificate period**.

We will work out the **benefit** in the same currency in which **your** premium is paid.

Benefits Table

BENEFIT	WHAT IS COVERED	SPECIAL COMMENTS TO NOTE
Overall policy limit	GBP 1,500,000	
CORE COVER		
In-patient and day-patient hospital services including diagnostics and physicians', specialists' and anaesthetists' fees.	Full refund subject to pre-authorisation .	Maternity, psychiatric, cancer and chronic treatment are not covered by this benefit .
Emergency medical evacuation	Full refund including return tickets to the area evacuated from or back to your home country and transport costs for an insured person to accompany you if medically necessary , subject to pre-authorisation . Accommodation costs for the evacuated member only, immediately following discharge from hospital up to a maximum of 20 nights or until fit to fly (whichever is sooner). Covered up to GBP 200 per night up to a maximum of 20 nights. We do not cover the costs of accommodation for any accompanying member.	We will only cover emergency medical evacuation from a landmass. Evacuation is excluded when it is required due to a condition for which benefit is not payable. Costs for evacuation that we did not pre-authorise are not covered.
Ambulance services	Full refund	
Rehabilitation facility as an alternative to post acute care	Full refund up to 14 days, subject to pre-authorisation .	
Hospice care	Up to GBP 100 per night, subject to pre-authorisation .	
Out of geographic area cover for emergency treatment	Limited to a total of 6 weeks. Up to GBP 60,000.	Does not include cover for any costs where the trip was made specifically for the purpose of, or with the intention of, getting surgery or medical help.

BENEFIT	WHAT IS COVERED	SPECIAL COMMENTS TO NOTE
Nursing at home	Full refund	
Dental treatment following an accident	Full refund	Dental treatment following an accident which caused damage to the face and is received within 3 months of the accident . Treatment must be commenced as soon as possible, but no later than 5 days following the accident .
Post-hospital out-patient treatment (follow up)	Full refund	
Out-patient surgery	Full refund	
In-patient psychiatric treatment	Full refund up to 30 nights subject to pre- authorisation .	
Parent accommodation (if treatment of child under 18 requires hospitalisation)	Full refund	Accommodation for one parent to stay in hospital with a child under 18, where the medical treatment is being covered by us
Cash benefit (if you are treated for no charge)	GBP 250 per night of in-patient admission GBP 100 per out-patient , CT, MRI or PET scan GBP 100 per day of out-patient chemotherapy or radiotherapy	Only one cash benefit can be claimed per day.
Surgical/Medical prostheses and appliances	Full refund	We will pay for surgically implanted body parts (see definition of prosthesis) and we will pay for a knee brace if needed after an operation to repair a knee ligament, spinal support after a spinal fracture and /or spinal surgery and a walker boot after a fracture.
CT, MRI and PET scans	Full refund	
Kidney dialysis	In-patient - Full refund up to six weeks. Day-patient / Out-patient - up to GBP 40,000	
Palliative care	Included in all benefits and limits shown on your insurance certificate .	
Transport costs from island to UK	Up to GBP 330 per trip, up to 8 trips per year	For in-patient or day-patient treatment where treatment is not available on the Channel Islands.
Accident and Emergency room (A&E)	Full refund	
Acute flare-ups of chronic conditions	Covered - Full refund	The in-patient or day-patient treatment of acute flare-ups of a chronic condition, until the member's condition is restabilised.
Complications of pregnancy	Covered - Full refund	We will pay for treatment relating to, and following the diagnosis of, the following conditions: Ectopic pregnancy Hydatidiform mole Retained placenta Eclampsia Miscarriage requiring immediate surgical treatment This benefit is only available for pregnancies where the mother has been a continuous member for 10 months (unless waived on your Insurance certificate) of an Expacare plan that covers maternity. We will not pay for ending a pregnancy unless there is an immediate life threat to the mother.
Maternity cash benefit	GBP 125 per insured parent	We will pay this cash benefit to each insured parent, for each birth, where the insured parent is named on the birth certificate and has been covered by this policy for more than 10 months.

BENEFIT	WHAT IS COVERED	SPECIAL COMMENTS TO NOTE
OUT-PATIENT		
GP Fees	Up to GBP 500.	
Consultations and diagnostic services with consultants or specialists	Full refund	
Out-patient psychiatric treatment	Up to GBP 1,500. Subject to pre-authorisation .	
Physiotherapy	Up to 20 sessions	Over 7 sessions subject to pre-authorisation .
Complementary therapies	Up to GBP 750	Over 7 sessions subject to pre-authorisation . Provides cover for acupuncture, chiropractic, homeopathy, kinesiotherapy and osteopathy.

BENEFIT	WHAT IS COVERED	SPECIAL COMMENTS TO NOTE
CANCER		
Treatment of cancer	Full refund	
Wigs for cancer	Up to GBP 175	We will cover the cost of one wig per lifetime following hair loss caused by cancer treatment .

Benefits Table: Optional Modules

BENEFIT	WHAT IS COVERED	SPECIAL COMMENTS TO NOTE
GP FEES		
GP Fees	Covered - Full Refund	

BENEFIT	WHAT IS COVERED	SPECIAL COMMENTS TO NOTE
DENTAL, WELLNESS AND OPTICAL		
Dental treatment	Up to GBP 400.	20% co-payment applies
Wellness benefit	Up to GBP 250 for one medical examination every two policy years.	A 1 year waiting period applies to this benefit (unless waived on your insurance certificate). Benefit only available to insured members over the age of 18.
Optical - eye examination	Up to GBP 30.	
Optical - glasses/frames/lenses	Up to GBP 200.	Only available where the insured person's prescription has changed since their previous eye test. 20% co-payment applies.

5. Definitions

This section explains what **we** mean by certain words or phrases in **your** plan documents in relation to the **benefits** on **your** plan. Words written in bold are important and have a specific meaning. If **you** have any questions on these or any aspects of **your** plan, please contact **us**.

5.1 Accident, accidental, accidentally

Accident, accidental, accidentally means a sudden, unexpected, unintentional event that happens at an identifiable time and place, is outside **your** control and causes injury or illness.

5.2 Accident and Emergency room (A&E)

Accident and emergency room means services performed in a **hospital** casualty ward or emergency room immediately following an **accident** or life-threatening emergency.

5.3 Acute

Acute means urgent **treatment** of a disease or illness that is of severe and sudden onset and of short duration.

5.4 Ambulance

Ambulance means a vehicle designed for medical transport and used by staff members who are trained in **emergency** medical services to transport **you** locally in an **emergency**. **Ambulance** services are only covered if shown on **your insurance certificate**.

5.5 Anaesthetist

Anaesthetist means a **doctor** or nurse trained, accredited and legally able to handle anaesthetics and to carry out related procedures.

5.6 Benefit

Benefit means the payment **we** make under **your** plan for expenses **you** incur, when as a result of a coverable event, **you** need **treatment**, **emergency medical evacuation**, or **you** qualify for a cash **benefit** or have a **wellness** or dental check.

See also section 4 – **Benefits**: what **we** cover for terms and conditions.

5.7 Birth defects and congenital conditions

Birth defects and congenital conditions means any abnormality, deformity, disease, illness or injury present at birth (whether diagnosed or not), hereditary conditions, problems caused by things that happened before the baby was born (for example, the effects of a drug) or problems due to an early or abnormal birth.

5.8 Cancer Treatment

Cancer treatment includes the costs of **medically necessary** tests, scans, consultations and drugs (eg chemotherapy and radiotherapy). **Cancer treatment** is only covered if shown on **your insurance certificate**. All **treatments** for cancer are payable only from this **benefit**.

5.9 Cash benefit

Cash benefit means a sum **we** pay to **you** for each night, or if **you** are a **Day-patient**, each day **you** spend in **hospital**, each out-patient CT, MRI or PET scan or each day of **out-patient** chemotherapy or radiotherapy. Benefit is payable for **treatment** **we** would normally cover, but where no charge is made. A

discharge summary and/or scan result will be required in order to claim cash benefit. **Cash benefit** is only covered if shown on **your insurance certificate**.

5.10 Certificate period

Certificate period means the dates on **your insurance certificate** that show the **start date** and end date of the period for which **your benefit** cover is in force.

5.11 Chronic conditions or chronic illness

Chronic conditions or chronic illness means a disease, illness or injury which has no known cure and/or which is likely to continue or to keep recurring and/or which needs prolonged supervision, monitoring or **treatment** and/or which requires **you** to be specially trained or rehabilitated. Monitoring and treatment of **chronic conditions** is only covered if shown on **your insurance certificate**.

5.12 Claim

Claim means a request that **we** provide **benefit** for **treatment**. For how to make a **claim** see Section 7, 'Making a **Claim**'.

5.13 Complementary therapies

Complementary therapies means the following types of **treatment**:

- > Acupuncture
- > Chiropractic
- > Homeopathy
- > Osteopathy
- > Kinesiotherapy

The providers of **complementary therapies** must be licensed or legally qualified to practise in the country in which the therapy is provided, and must be ordered by **your doctor** for **you** to receive **benefit**. If **your doctor** orders more than seven **complementary therapy** visits, **we** will need a **treatment** plan from **your therapist**, and any further **treatment** must be agreed in writing by **us**. **Complementary therapies** are only covered if shown on **your insurance certificate**.

5.14 Complications of pregnancy

Complications of pregnancy includes treatment of the following conditions:

- > Ectopic pregnancy
- > Hydatidiform mole
- > Retained placenta
- > Eclampsia
- > Miscarriage requiring immediate surgical treatment

No cover is available for **treatment** received in the first ten months of cover.

Complications of pregnancy is only covered if shown on **your insurance certificate**.

5.15 Consultant

Consultant means a **doctor** licensed in the country where **you** receive **treatment**, who has certification in a specialised area of medicine. The certification must be for training beyond a general medical degree.

5.16 Co-payment

Co-payment means the specified percentage of money **you** have to pay towards the cost of certain services each and every time **you claim**. The terms of **your co-payments** are shown on **your insurance certificate**.

5.17 Corporate Advantage Plan Group (CAP)

A Group of 1-4 employees. Underwriting is on a **Simplified Medical Underwriting (SMU)** basis.

5.18 Corporate Advantage Plan Policy

Corporate Advantage Plan Policy means a Choices plan issued by Expacare Ltd to a **Corporate Advantage Plan Group**.

5.19 Country of residence

Country of residence means the country **you** normally live in outside **your home country**.

5.20 CT, MRI and PET scans

Computerised tomography (CT), Magnetic resonance imaging (MRI) and positron emission tomography (PET) scans ordered by a treating **Physician**. **CT, MRI and PET scans** are only covered if shown on **your insurance certificate**.

5.21 Day-patient, day-care and day-case surgery

Day-patient, day-care and day-case surgery means surgical **treatment**, involving a period of recovery from anaesthetic of less than eight hours, but medical observation and anaesthetic recovery in a **hospital** bed is needed.

5.22 Deductible

See definition of 'Excess'.

5.23 Dental treatment

Dental **treatment** means **treatment** that mainly involves teeth, their roots and surrounding tissue including preservation and relief of pain and one check-up per **certificate period**, one scale and polish per **certificate period**, simple fillings, X-rays, **treatment** of gums, operative and gnathological procedures and dentures. Dentures include restoration of the function of dental prostheses and installation of new prostheses, crowns, bridges, implants and pivot teeth.

Orthodontic **treatment** is not covered under this plan.

Dental treatment cover is only available to **insured persons** and **dependants** who have attended for **dental** inspection and concluded all necessary **treatment** in the twelve month period immediately prior to claiming **Dental treatment benefit** under the plan for the first time.

Treatment of Temporomandibular Joint Syndrome/Disorder is covered under this **benefit**.

Dental treatment is only covered if shown on **your insurance certificate**.

5.24 Dental treatment following an accident

Dental **treatment** following an **accident** means **treatment** to restore teeth that have been lost or damaged following an extra-oral impact that caused injury to **your** face, where the medical **treatment** has been covered by **us**. **Dental treatment** relating to damage caused by eating, drinking, chewing or general wear and tear are not covered under this **benefit**. **Dental treatment following an accident** is only covered if shown on **your insurance certificate**.

5.25 Dentist

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 treatment**.

5.26 Dependant

Dependant means **your** husband or wife or partner **you** live with, and any unmarried children, stepchildren, foster children and legally adopted children aged 24 and under at the point of joining or renewing.

They will be removed from cover on the **renewal date** following their 25th birthday.

5.27 Diagnostic services

Diagnostic services means tests to identify the cause of **your** symptoms or illness or the extent of **your** injuries.

Your doctor must order **out-patient diagnostic services**.

Diagnostic services are only covered if **out-patient** consultations and **diagnostic services** is shown on **your insurance certificate**.

5.28 Doctor, general practitioner (GP) or physician

Doctor means a person who is registered and licensed to practice in the country where **you** receive **treatment**.

5.29 Emergency

Emergency means an unforeseen or sudden occurrence, especially demanding immediate action.

5.30 Emergency medical evacuation

Emergency medical evacuation means **medically necessary** and available transport and care (during the transport) to move an **insured person** from **hospital** who has a critical, life/limb threatening medical condition which requires immediate **in-patient treatment** to the most suitable medical facility, if the necessary facilities are not available locally. This **benefit** only applies within **your Geographic area/area of cover**. **We** have the right to decide where the **insured person** is transported. **Emergency medical evacuation** is only covered if shown on **your insurance certificate**.

5.31 Excess

Excess means the amount of covered expenses **you** have to pay during the period of the insurance contract before **we** pay any **benefit**. This is sometimes called a '**deductible**' or '**co-payment**'.

Your excess and the date **your** cover began are shown on **your insurance certificate**. A new **excess** applies at the beginning of each new **certificate period**.

5.32 Expatriate

Expatriate means an individual who is living and/or working outside their **home country** for more than 6 months of the year.

5.33 Full Medical Underwriting (FMU)

Note: this definition is only applicable to an **Individual Policy** unless otherwise stated on **your insurance certificate**

Full Medical Underwriting (FMU) means, upon completion of a specifically designed medical questionnaire **we** will assess an individual's pre-existing medical history and may apply exclusions. Alternatively **we** may decline to offer cover altogether. An

exclusion on the policy will mean that **we** are unable to provide cover for anything that is directly or indirectly, related to or caused by the excluded condition. At point of joining, as well as at point of **claim**, it may be necessary for **us** to request further information from **your doctor** to assess eligibility in relation to the exclusion. Written confirmation of any exclusions will be provided and outlined in **your** individual membership certificate. It is essential that **you** give all the information that **you** are asked for. **Your claims** may be declined if the information **you** provide is incorrect, or incomplete.

5.34 Geographic area (sometimes called area of cover)

Geographic area means the specified area of the world in which **your benefits** apply, and for which the appropriate premium has been paid.

- › Area 1 is Europe, including Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Channel Islands, Croatia, Cyprus, Czechia, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Monaco, Montenegro, North Macedonia, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain (including the Balearics and Canary Islands), Sweden, Switzerland, The Netherlands, Turkey, Ukraine, United Kingdom and the Vatican City.
- › See also ‘**out of (geographic) area cover**’ definition.

5.35 GP Fees

GP Fees means charges made by a General Practitioner on your island of residence. GP consultations are covered regardless of plan exclusions and are eligible without receipt of medical information.

5.36 Group

Group means five or more employees employed by the same employer/**sponsoring organisation** or who are members of the same organisation.

5.37 Group Policy (Business contract)

Group Policy means a plan issued by Expacare Ltd to a **Group**.

5.38 Guarantee of Payment (GOP)

Guarantee of payment means a financial guarantee between **us** and a medical provider which enables **us** to settle costs directly with a provider. **Our GOP** does not replace any contract which will exist between **you** and the medical provider.

5.39 Home country

Home country means any country for which **you** hold a passport.

5.40 Hospice

Hospice means an organisation providing services for patients whose disease cannot be cured.

Hospice care may be as an **in-patient** or **out-patient** at home, or at a centre for controlling pain and other symptoms, and provides psychological, social and spiritual support for the patient and patient’s family during the last stages of life.

Hospice benefit is offered as an alternative to eligible **hospital treatment** or **nursing at home**.

Hospice care is only covered if shown on **your insurance certificate**.

5.41 Hospital

Hospital means a healthcare facility licensed as a **hospital** in the country where it operates, and providing acute medical, surgical or psychiatric care (or all three). The facility must provide constant supervision by a **doctor** and a qualified nurse licensed in the country where the **hospital** operates.

5.42 Hospital services

Hospital services means medical and surgical services provided under the direction of a **doctor** to an **insured person** who has been registered as a **hospital in-patient** or **Day-patient** and is limited to:

- › Accommodation (a single room with an en-suite bathroom; does not include deluxe rooms)
- › Meals
- › Nursing care
- › Drugs and dressings
- › Operating theatre and ‘consumables’ (such as surgical gowns and drapes)
- › Intensive care
- › Laboratory and pathology
- › X-rays
- › Other imaging services including CT, MRI and PET scans
- › Ancillary services (including physical therapy) and medical social services

Hospital services do not include maternity and childbirth care, psychiatric, cancer or chronic **conditions and illnesses**.

Hospital Services are only covered if **In-patient** and **Day-patient** hospital services are shown on **your insurance certificate**.

5.43 Individual Policy (Consumer contract)

Individual Policy means a plan issued by Expacare Ltd to an individual, and any **dependants**.

5.44 In-patient treatment

In-patient treatment means **treatment** for which it is **medically necessary** for **you** to stay in **hospital** overnight or for more than eight hours.

5.45 Insurance certificate

Insurance certificate (sometimes called the certificate of insurance) is issued by **us** and shows the **benefits**, limits, exclusions and **excesses** that apply to **you**. **Your insurance certificate** must be read in conjunction with this membership guide.

5.46 Insured person

In respect of **Individual Policies** only (Consumer Contracts), **insured person** means the **policyholder** or their **dependant we** have confirmed **benefit** cover for, and who **we** have also issued an **insurance certificate** to.

In respect of **Group Policies** only (Business Contracts), **insured person** means an employee or their **dependant we** have confirmed **benefit** cover for, and who **we** have also issued an **insurance certificate** to.

5.47 Insurer

The name of the **Insurer** is shown on **your insurance certificate**.

5.48 Kidney Dialysis

We will pay for up to six weeks of kidney dialysis if needed immediately before a kidney transplant that we are covering, or for sudden kidney failure due to an illness or injury somewhere else in your body. **Kidney dialysis** is only covered if shown on your insurance certificate.

5.49 Lifetime Benefit

Lifetime benefit means the maximum amount that the plans will ever pay for your claims whilst you are insured with us.

5.50 Maximum benefit (or overall maximum benefit)

Maximum benefit (or overall maximum benefit) means the maximum amount of benefit you can receive each certificate period for all causes under this plan. The maximum benefit applies individually to each person named on an insurance certificate.

5.51 Medical History Disregarded (MHD)

Note: this definition is only applicable to a Group Policy.

Medical History disregarded means that any pre-existing medical conditions will be covered providing that all material circumstances, including but not limited to any planned/pending in-patient treatment or serious medical condition, have been disclosed to and accepted by the Insurer and they fall within the terms and conditions of the plan (where MHD underwriting is offered to your sponsoring organisation by Expacare).

MHD is subject to acceptance of completed relevant forms and submission of full membership listing.

5.52 Medical necessity/medically necessary

Medical necessity/medically necessary means treatment of bodily injury, sickness, disease or pregnancy that, in the opinion of our medical advisor, is necessary to maintain or restore the health of the patient or foetus.

5.53 Nursing at home

Nursing at home means an organised medical care programme provided by a qualified nurse in your home.

Nursing at home services must:

- › be ordered by your doctor immediately after you leave hospital and be directly related to the illness or injury you went into hospital for; or
- › be ordered by your doctor instead of going into hospital and you must be unable to leave home without help or special transport (or both).

Nursing at home is only covered if shown on your insurance certificate.

5.54 Obesity

Obesity that is sufficient to prevent normal activity or to cause the onset of a pathological condition, or where the body mass index (BMI) is greater than 39.

5.55 Optical benefit

This benefit shall provide cover for one eye examination per insured person, per certificate period by a registered Optometrist or an Ophthalmologist.

This benefit will additionally cover costs for one pair of prescription glasses, contact lenses or prescription sunglasses to correct vision where the insured person's prescription has changed since their previous eye test.

Optical is only covered if shown on your insurance certificate.

5.56 Out of geographic area cover for emergency treatment

Out of geographic area cover for emergency treatment provides a limited benefit for treatment outside your geographical area of cover for unforeseen events and until fit to travel only.

Cover will only be available for a maximum aggregate period of 6 weeks spent outside the area of cover, irrespective of the number of trips. Treatment must commence within that period.

Treatment is limited to an aggregate total of 6 weeks per policy year.

Out of geographic area cover is only covered if shown on your insurance certificate. The benefit will not exceed that payable inside your area of cover.

5.57 Out-Patient

Out-patient means treatment in a hospital or other recognised treatment facility, where the patient has not been admitted as an in-patient or Day-patient.

5.58 Out-patient surgery

Out-patient surgery means a procedure carried out under local or general anaesthetic in a doctor's surgery requiring an incision. Out-patient surgery is only covered if shown on your insurance certificate.

5.59 Palliative Care

Treatment and medical services provided for the care of patients with life-limiting or incurable illnesses for the purpose of relieving symptoms and improving quality of life. Palliative care is covered under the plans, subject to all benefits and limits shown on your insurance certificate. Palliative care is only covered if shown on your insurance certificate.

5.60 Physician

See definition of 'Doctor'.

5.61 Physiotherapy

Physiotherapy means treatment provided by physical therapists who are licensed or legally qualified to practice in the country in which the therapy is provided, and must be ordered by your doctor for you to receive benefit.

If your doctor orders more than seven physiotherapy visits, we will need a treatment plan from your physiotherapist, and any further treatment must be agreed in writing by us.

Physiotherapy is only covered if shown on your insurance certificate.

5.62 Policyholder

In respect of an Individual Policy, Policyholder means the lead applicant whose name in which the Insurance Policy is held.

In respect of a Corporate Advantage Plan Policy or Group Policy, Policyholder means the sponsoring organisation.

5.63 Post-hospital out-patient treatment

Post-hospital **out-patient treatment** means follow-up **treatment** that is related to an eligible **claim** for an **in-patient hospital** stay.

Post-hospital out-patient treatment must be taken within the three months after **you** were discharged from **hospital**.

Post-hospital out-patient treatment is only covered if shown on **your insurance certificate**.

5.64 Pre-authorisation/ pre-authorised

Pre-authorisation/pre-authorised means the process by which an **insured person** contacts **us** for approval before receiving specified types of medical care. Note: The **benefits** that require **pre-authorisation** are clearly listed on the **benefit** table and in section 8 – **claim** conditions.

For how to **pre-authorise** see section 8.1 **pre-authorisation of claims**.

5.65 Pre-existing conditions

Pre-existing conditions means any known medical condition (or related condition) that has, in the five years immediately before **your** start date, or the start date of a **dependant**, one or more of the following characteristics:

- › it has been diagnosed
- › it has needed medical **treatment** (including drugs, special diets and injections).
- › medical advice has been asked for, including check-ups.
- › medical advice should have been asked for if recognised clinical advice had been followed.
- › it has undiagnosed symptoms, whether recognised or not.

5.66 Professional sport

Professional sport means a sport for which **you** are being paid to take part.

5.67 Prostheses/Prosthesis

Prosthesis means:

- › Breast implants, within two years of breast cancer surgery that **we** have covered. With bilateral implants, surgery must be completed in one procedure. **We** will pay for one (single or bilateral) external breast prosthesis within 6 months of **cancer treatment** involving a mastectomy that we have covered.
- › Heart valves
- › Artificial blood vessels
- › Artificial sphincter muscles
- › Corneal and lens replacements in the eye
- › Devices that act as pacemakers for the heart
- › Shunts (channels) designed to remove excess fluid from the brain
- › Artificial joints or ligaments

Prostheses are only covered if surgical/medical prostheses and appliances is shown on **your insurance certificate**.

5.68 Psychiatric treatment

Treatment of mental illness, psychiatric disorder, anxiety or depression.

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** after **your** first consultation must be **pre-authorised**.

Psychiatric treatment is only covered if shown on **your insurance certificate**.

5.69 Psychiatrist

Psychiatrist means a medical **doctor** with specialist training in treating mental illness. That training must be recognised by a licensing authority and professional organisations in the country where the psychiatrist practices.

5.70 Psychologist

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 practising psychologist.

5.71 Qualified nurse

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 he or she practises.

5.72 Reasonable and Customary

Reasonable and customary means **benefits** are limited to the usual **reasonable and customary** charges (as determined by **us**) in the area where **treatment** is provided. This means **we** are unable to cover charges above the usual amount that medical practitioners, other healthcare professionals and/or **treatment** facilities charge for that **treatment** in the same country or region.

5.73 Rehabilitation facility

Rehabilitation facility means:

- › a facility licensed under the regulations of the country in which it operates; and
- › is designed for patients who no longer need acute **hospital** care; and
- › where the patient needs to be under 24-hour medical or qualified nursing supervision; and
- › a facility which also provides basic healthcare and help with activities of daily living for people who cannot care for themselves because of their medical or mental disability; and
- › **Your** stay in this type of facility must be part of **your** recovery immediately after coming out of **hospital**.

5.74 Rehabilitation Treatment

Rehabilitation treatment means **treatment** received at a recognised **rehabilitation facility** as an alternative to post-acute care.

Your doctor must agree a care plan with **us** and **your** stay in this type of facility must be part of **your** recovery after coming out of **hospital**, after which **you** should be independent again and be able to return home.

Rehabilitation treatment is only covered if **Rehabilitation Facility** is shown on **your insurance certificate**.

5.75 Renewal date

Renewal date means the date on which **your** cover is due for renewal.

5.76 Responsible person

Responsible person means an immediate family member (husband, wife, child or parent) or legal representative who has power of attorney to act for the **insured person** if they are too ill or have died.

5.77 Simplified Medical Underwriting

Simplified Medical Underwriting may be offered to a **Corporate Advantage Plan Group** by Expacare, subject to acceptance of a completed company application form and employee application forms. Each applicant must complete a short medical declaration which will be reviewed by **us**. Medical exclusions may be applied to the policy which will exclude cover for particular (and related) medical conditions and these will be confirmed by **us** in writing.

Claims for any pending/planned **in-patient treatment** or serious condition that the **insured person(s)** was aware of at the time of inception date, which was not disclosed to and accepted by the Underwriters will also be excluded from cover.

5.78 Specialist

See definition of 'Consultant'.

5.79 Sponsoring organisation

Note: this definition is only applicable to a **Group Policy** or **Corporate Advantage Plan Policy** (Business Contracts).

Sponsoring organisation means **your** employer, or the **Group** that **you** belong to. The plan is arranged through **your sponsoring organisation**, which is approved by **us**. The rules of **your** membership and details of insurance cover have been agreed between **your sponsoring organisation** and **us**.

5.80 Start/enrolment date

Start date means the enrolment date of **your** cover under this plan as shown on **your insurance certificate**.

5.81 Therapist

Therapist means an acupuncturist, chiropractor, osteopath, homeopath, kinesiotherapist or physiotherapist who is licensed by a regulatory organisation in the country in which **you** receive **treatment**, and who is practising within his or her licence and training.

5.82 Transport costs

Transport costs means the costs of transport between **your** island of residence and the treating medical facility on another Channel island, in the UK or in France. **You** are eligible for this benefit if the required **treatment** is not available on **your** island of residence.

Cover includes the costs of a return economy flight and public transport costs when **you** land at **your** destination, outside of **your** island of residence.

You will need to provide confirmation from **your** treating specialist that the **treatment** is not available on **your** island of residence.

We will cover the costs of an accompanying parent where the eligible treatment relates to an insured member aged 17 or under. Costs of the accompanying adult are payable up to a maximum of the eligible costs paid for the transport costs of the child.

All transport costs must be **pre-authorised** by us prior to travel. We will determine the receiving medical facility.

Transport costs are only covered if shown on **your insurance certificate**.

5.83 Treatment

Treatment means the method 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 advisors and **our** medical advisors must consider the **treatment** to be **medically necessary**.

5.84 Us, we, our

Us, we, our means Expacare Limited, acting on behalf of the **Insurer**. **Our** claims and assistance services may be outsourced to specialist organisations who act on **our** behalf.

5.85 Wellness

Wellness means cover is provided for one full medical examination including the **doctor's** consultation, per **certificate period** to a maximum limit as shown on the **insurance certificate**. This **benefit** is only available to adult members who have maintained one year of continuous cover with this **benefit** unless waived on **your insurance certificate**.

We will only cover the following:

- > Bodily measurements
- > Blood pressure
- > Urinalysis and stool exam
- > Dietary counselling
- > Blood test
 - Blood type
 - Anaemia
 - Liver, kidney, pancreas, thyroid function test
 - Arteriosclerosis
 - Diabetes
 - Gout
 - Calcium
 - Hepatitis
 - AIDS, syphilis, etc
 - Cholesterol
- > Tumour markers: liver, lung, prostate, digestive system
- > Chest X-ray (front)
- > ECG
- > Pulmonary function test
- > Serum helicobacter test
- > Abdominal ultrasound
- > Mammogram
- > Cervical cancer check-up
- > Prostate check-up

Wellness is only covered if shown on **your insurance certificate**.

5.86 You, your, yours, yourself

You, your, yours, yourself means any persons named on the **insurance certificate**.

6. Exclusions: what we don't cover

The following services, medical conditions, activities and their related expenses are not **benefits** that **we** cover under this plan. Please read this section, the **benefit** table, the **insurance certificate** and the definitions section to make sure **you** understand what is not covered.

6.1 Acne

You are not covered for the costs and expenses relating to the **treatment** of acne (with the exception of nodular acne, cystic acne or a prescribed course of antibiotics)

6.2 Acting against medical advice

You are not covered for medical or other costs or expenses **you** incur if **you** act against the advice given by **your** treating **doctor** or **our** medical adviser.

6.3 Alcohol and drug abuse

You are not covered for costs or expenses resulting from dependency on or abuse of alcohol, drugs, or other addictive substances including, but not limited to smoking cessation.

You are not covered for any **accident** or injury sustained as a result of being under the influence of alcohol or recreational drugs.

6.4 Area of Cover

We will not pay for any **treatment** received outside **your** **geographic area** unless it is covered by the **out of (geographic) area benefit**.

6.5 Benefits in the US

No cover will be available in the US from the day on which the **insured person** / member becomes a US resident.

6.6 Birth defects and congenital conditions

We do not pay for diagnostics and/or **treatment** of **birth defects and congenital conditions**.

6.7 Chronic conditions

You are not covered for the monitoring and **treatment** of **chronic conditions**, apart from the **in-patient** or **day-patient treatment** of **acute** flare-ups.

6.8 Complications from excluded conditions

We do not pay for any increased medical expenses **you** incur because of complications caused by anything that is excluded under this plan.

6.9 Cosmetic treatment

You are not covered for costs or expenses relating to cosmetic or aesthetic **treatment** (whether or not for psychological purposes).

We will pay for reconstructive surgery which is required to restore appearance/function following an **accident** or illness, which **we** have covered and which is required within twelve months of the **accident/illness** occurring.

6.10 Cost of shipping medication

You are not covered for the cost of shipping (including customs duty) on medication.

6.11 Dangerous activities or circumstances

You are not covered for any **benefit, treatment, costs** or expenses incurred in connection with:

- › naval, military or air force service or operations.
- › winter sports (other than on-piste skiing, skating and curling).
- › any form of motor powered racing
- › Scuba diving below a depth of 10m, rock climbing or mountaineering, potholing, parachuting, hunting on horseback or riding in any kind of race.
- › air travel, except as a passenger or crew in a properly licensed multiengine aircraft being operated by a licensed commercial air carrier or owned and operated by a commercial concern.
- › Hang gliding
- › deliberate exposure to exceptional danger (except in an attempt to save human life)
- › the **insured person's** own criminal act.
- › the **insured person** being under the influence of drugs or narcotics that are not lawfully available, unless prescribed for the **insured person** by a duly qualified medical practitioner and taken in accordance with the prescription other than for the **treatment** of addiction.
- › or being subject of any search, rescue or recovery activities.

6.12 Dental care

You are not covered for any dental care unless these **benefits** are included on **your insurance certificate**. However **we** will pay for **dental treatment following an accident** (see **dental treatment following an accident** in section 5 of this guide).

6.13 Deposits

We do not pay for any deposits **you** have made until a **claim** is settled.

6.14 Developmental disorders

You are not covered for the diagnosis or **treatment** of developmental, behavioural or learning problems such as but not limited to attention deficit hyperactivity syndrome, speech disorders or dyslexia and physical developmental problems.

6.15 Doctors' home visits

We will not pay for **doctors' or therapists' home visits** unless **you** have a medical condition that prevents travel for medical **treatment**.

6.16 Eating disorders

You are not covered for costs or expenses relating to eating disorders such as, but not limited to, anorexia nervosa and bulimia.

6.17 Emergency medical evacuation

You are not covered for any costs of **emergency medical evacuation** that **we** did not **pre-authorise** and arrange.

We do not cover the costs of accommodation for any accompanying member.

We will not pay for **emergency medical evacuation** that is not from a landmass or where due to a condition for which **benefit** is not available under **your** plan.

6.18 Excess, deductible or co-payment

You are not covered for the amount of the **excess, deductible** or **co-payment** that is shown on **your insurance certificate**.

We will treat any arrangement with or any offer by a provider to charge **us** a higher fee to cover the amount of the **excess, deductible or co-payment** as fraud and **we** will take legal action.

6.19 Experimental treatment and drugs

You are not covered for **treatment** that in **our** reasonable opinion is experimental, not scientifically recognised or not proved to be effective based on established medical practice. **We** use the UK as a guide.

6.20 Eyes and Ears

You are not covered for routine eyesight tests, eyeglasses or contact lenses, unless optical benefit is shown on **your insurance certificate**. **You** are not covered for routine hearing tests, hearing aids or cochlear implants. **We** do not pay for any **treatment** or eye surgery related directly or indirectly to refractive errors including myopia, hyperopia, astigmatism or presbyopia.

6.21 Face transplants

We do not pay for the costs and expenses related to face transplants.

6.22 Fees for police reports

You are not covered for charges where a police report is required.

6.23 Foetal surgery

We do not cover the costs of surgery on a child whilst in its mother's womb except as part of the **maternity care (with complications) benefit**.

6.24 GP Fees (in the UK)

We do not pay for any GP fees incurred for **treatment or diagnostics** taking place in the UK.

6.25 Hair loss

We do not pay for **treatment** of hair loss. **We** will, however, pay for an initial consultation to assess the underlying cause.

6.26 HIV or AIDS treatment

You are not covered for **treatment** of Acquired Immune Deficiency Syndrome (AIDS), AIDS-related Complex Syndrome (ARCS) and all diseases caused by or related to Human Immunodeficiency Virus (HIV) (or both) unless **HIV and AIDS treatment** is shown on **your insurance certificate**.

6.27 Hormone replacement therapy.

You are not covered for any costs relating to hormone replacement therapy.

6.28 Hospitals, nursing homes, convalescence homes, health hydros, and nature cure clinics

You are not covered for:

- › **treatment** received in nursing homes, convalescence homes, health hydros, nature cure clinics or similar establishments.
- › convalescence or where **you** are in **hospital** for the purpose of supervision.
- › extended nursing care if the reason for the extended nursing care is due to age related infirmity and/or if the **hospital** has effectively become **your** home.

6.29 Liability of third parties

We shall not be liable to **you** for any loss, damage, illness and/or injury of any nature that may have occurred, arising from any act or omission carried out directly or through a third party, in connection with, or in the provision of the services as described in this document.

6.30 Local burial

We will not pay for the costs relating to burial or cremation in **your home country**.

6.31 Medical exclusions

We will not pay for any **treatment** relating to medical exclusions that have been applied to **your** policy. **We** will confirm any excluded medical conditions that will apply in **our** offer to **you** or **your sponsoring organisation**. Any medical exclusions applied to **your** policy may be reviewed upon **your** request and only at renewal. The **Insurer's** decision of the review is final.

6.32 Medical History Disregarded (MHD)

Note: this exclusion is only applicable to a Group Policy.

You are not covered for any **claims** related to any material circumstances, including but not limited to planned/pending **in-patient treatment** or serious medical condition, that the **insured person(s)** was aware of at the time of **start/enrolment** date but which was not disclosed to and accepted by the **Insurers**.

6.33 Medical opinion

After initial diagnosis **we** will cover costs for a second opinion (if this is necessary). **We** will not pay for any subsequent medical opinion.

6.34 Mobility Aids

You are not covered for the costs of hiring or purchasing mobility aids including, but not limited to crutches, wheelchairs or walkers.

6.35 Negligence

You are not covered for cost or expenses arising from an **accident** caused by **you**.

6.36 Nursing at home

We will not pay for assistance with daily activities, age related infirmity, convalescence or where **you** require **nursing at home** for the purpose of supervision.

6.37 Obesity

You are not covered for the costs of **treatment** of, or related to, **obesity**.

6.38 Organ transplant

You are not covered for costs relating to an organ transplant.

6.39 Out of (geographic) area cover

We will not pay for **treatment**, costs or expenses where the purpose of the trip was specifically for the purpose of, or with the intention of, getting surgery or medical help.

6.40 Pregnancy or maternity

You are not covered for costs and expenses:

- › relating to pregnancy or childbirth unless **complications of pregnancy** is shown on **your insurance certificate**.
- › of terminating a pregnancy unless there is an immediate life threat to the mother.

- › of maternity **benefit treatment** received during the first ten months of cover on a plan with maternity **benefits**.

Important Note: pregnancies and childbirth will not be covered under the **hospital services** section or any other part of this plan

6.41 Prescription drugs

We will not pay for prescribed or non-prescribed drugs and items.

6.42 Professional sports

We will not pay for **treatment**, costs or expenses resulting from injuries or illness arising from **you** taking part in any form of professional sport whether recreationally or in a professional capacity.

6.43 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.
You are not covered for the removal or reduction of breast tissue.

6.44 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.

6.45 Reproductive treatment

You are not covered for costs and expenses relating to:

- › testing or diagnosing of infertility and fertility.
- › contraception or birth control.
- › fertility **treatment** (unless IVF **benefit** is shown on **your insurance certificate**).

6.46 Routine examinations, health screening

You are not covered for costs and expenses relating to routine medical examinations 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, unless these **benefits** are shown on **your insurance certificate**.

6.47 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** parent company or **our** ultimate controlling entity to any such sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or the United States of America.

6.48 Self-inflicted injuries or attempted suicide

You are not covered for costs and expenses resulting from self-inflicted injury, suicide or attempted suicide or the **insured person** being in a state of insanity.

6.49 Sexual problems and sex change

You are not covered for costs and expenses relating to sexual problems including impotence, or a sex change.

6.50 Sexually Transmitted Infections

You are not covered for costs and expenses resulting from the **treatment** of sexually transmitted infections.

6.51 Sleep disorders

You are not covered for costs and expenses related to but not limited to snoring, sleep apnoea or insomnia; including sleep studies or corrective surgery.

6.52 Surgical or medical appliances or equipment

You are not covered for costs and expenses connected with supplying, fitting or hiring of physical aids, corrective devices, medical appliances or equipment other than those specifically listed within the **benefit** table.

(Exclusion examples: mouth guards, insoles or self-testing equipment).

6.53 Temporomandibular Joint Syndrome/Disorder

You are not covered for any costs or expenses for the diagnosis and/or **treatment** of Temporomandibular Joint Syndrome/Disorder or related disorders, unless **dental treatment benefit** is shown on **your insurance certificate**.

6.54 Travel/accommodation costs

You are not covered for transport or accommodation expenses **you** incur during trips made specifically to get medical **treatment** unless these costs are for an **emergency medical evacuation** that **we** **pre-authorized**.

6.55 Treatment by a family member

You are not covered for the costs of **treatment** by a family member or for self-therapy.

6.56 Unauthorised claims

We require **pre-authorization** for a number of **benefits**.

Pre-authorization must be obtained to receive **benefit** for the following services:

- › **Emergency medical evacuation**
- › **Hospital treatment** as an **in-patient**
- › All maternity care
- › **Hospice** care
- › **Psychiatric treatment**
- › **Cancer treatment**
- › Over 7 sessions of **Physiotherapy**
- › **Rehabilitation treatment** as an alternative to acute care
- › Over 7 sessions of **complementary therapy**
- › **Transport costs**
- › **Out of geographic area cover for emergency treatment**

If **you** have not **pre-authorized**, **we** will only pay up to 80% of what **we** consider to be **reasonable and customary** towards **your claim**. **You** are not covered for any costs of **emergency medical evacuation** that **we** did not authorise and arrange.

6.57 Vaccinations

You are not covered for any costs relating to vaccinations.

6.58 War, nuclear and radioactive contamination

You are not covered for costs or expenses which arise directly or indirectly from or are attributable to:

- › weapons of mass destruction, including chemical, biological or nuclear contamination.
- › nuclear reactions or nuclear fallout.
- › radioactive contamination.
- › **We** do not pay for **treatment** of any condition directly or indirectly from or as a consequence of war, acts of

foreign hostilities (whether or not war is declared) civil war, rebellion, revolution, insurrection or military or usurped power, mutiny, riot, strike, martial law or state of siege, or attempted overthrow of government, or any acts of terrorism, unless **you** are an innocent bystander.

6.59 Weight Loss

You are not covered for the costs and expenses relating weight loss.

7. Making a claim

How to Make a Claim

We have made claiming as easy as **we** can, and the process is set out on the claim form. Claim forms can be found on **our** website www.expacare.com. Please also refer to the “Your Guide to Making a Claim” document on **our** website. Please send **us your claim** as quickly as **you** can, but no later than 6 months after **you** started **your treatment**. If a **claim** is submitted later than 6 months following the start of **treatment**, **we** will not pay the **claim**.

You must send **us** a filled in claim form with the relevant bills and receipts (please do not send photocopies or duplicate bills).

Processes for making **claims**, **pre-authorisation** and **guarantees of payment** are different if **you** have purchased a DHA plan. Please refer to the “Your Guide to Making a Claim” document sent with **your** Membership Guide for further details.

7.1 How you can contact us

You can contact **us** at any time, day or night.

Full contact details can be found on **your** membership card, claim form, ‘Your Guide to Making a Claim’ document and on **our** website www.expacare.com.

7.2 What information you need to supply

Refer to the ‘Your Guide to Making a Claim’ document which can be found on **our** website for full details.

It is important for **you** to know that **we** are only able to reimburse medical expenses when **we** have received:

- › a completed claim form
- › invoices (including a full breakdown of the costs of treatment received)
- › any additional information deemed necessary by **our** medical advisors to complete our assessment. This may include clinical photographs
- › If **claims** have been paid by **you**, **we** will also require proof of payment.

We must receive the above information within 6 months of the **treatment** date.

These invoices and documents become **our** property and **we** reserve the right to store them in any durable medium.

It is important to note that **you** should retain all original copies of forms and invoices as **we** reserve the right to request these

documents for audit purposes and request that **you** keep these for a minimum of 6 months after the treatment date.

Your documents and invoices should be sent to the address shown on **your** claim form. **We** strongly recommend that **you** keep copies of these documents in case the originals are lost in transit.

We reserve the right to request that **you** attend a **specialist/doctor** of **our** choice for a second opinion.

If **your** course of **treatment** exceeds 6 months, please ensure **you** obtain and submit an interim invoice.

If **you** are claiming for more than one medical condition, a separate claim form must be completed annually for each condition.

Wherever possible please use the claim form which **we** have provided in order to apply for reimbursement of expenses. This form must be signed by the person providing the service or **treatment** - Section B (e.g. **doctor**) and by the claimant - Section A (or the parent or guardian if the claimant is a child).

The claim form is available to download from **our** website www.expacare.com.

If **you** are claiming **cash benefit** a certificate confirming the **treatment**, the diagnosis, the date of admission and discharge will be required.

7.3 Claim payments

We will normally reimburse invoices in the invoice currency.

However **we** can reimburse invoices in currencies other than the invoice currency. The preferred currency for payment should be specified on the claim form.

Normally reimbursement will be made to **you**. However, **we** can make reimbursement directly to the party issuing the invoice. This may be useful in emergencies or if particularly high sums are involved. If payment is to be made to a party other than **yourself** this should be indicated on the claim form (Section A).

We are unable re-issue a cheque that was originally issued more than 2 years ago.

We will not be responsible for any bank charges (other than those charged by **our** own bank) or foreign exchange currency variances which may be applied during the claims process.

Any **claims** paid incorrectly must be reimbursed to Expacare by the **Sponsoring Organisation** in the case of a **Group Policy** or **Corporate Advantage Plan Policy** and insured member in the case of an **Individual Policy**.

We will only pay for eligible **treatment** received within the period of cover and the **geographic area** of cover shown on **your insurance certificate**. The purpose of this plan is to provide **you** with **benefit** when **you** need medical **treatment**. **Benefits** are limited to the usual **reasonable and customary** charges (as determined by **us**) in the area where **treatment** is provided.

7.4 If you or your sponsoring organisation have chosen an excess on your plan

To reduce premiums **your** policy may require **you** to pay an **excess**. For an **Individual Policy** the type and level of **excess** will be selected by **You** at the time of taking out or renewing **your** plan. In the case of a **Group Policy** or **Corporate Advantage Plan Policy** your **sponsoring organisation** will select the type and level of **excess** at the time it takes out or renews the plan. An **excess** is the amount **you** pay towards the costs of a **claim** for any **insured person** on **your** plan. Some **benefits** carry an additional automatic **excess** or **co-payment**. Any **excess** is charged in the same currency as **your** premium.

The **excess** **you** have selected will be clearly shown on **your insurance certificate**.

Over and above the optional plan **excesses** there are also additional **excesses** and **co-payments** on certain **benefits**, in particular dental (**co-payment**). When a **claim** is made for these **benefits**, these **benefit excesses / co-payment** are deducted in addition to any plan **excess** that may apply.

Please remember that any **benefit excess** applies for each **certificate period**. This means that if **you** are claiming over **your renewal date**, the **excess** will apply twice.

You need to submit **your** claim form and bills, even if the **excess** is greater than the fees **you** are claiming for, so **we** can apply **your excess** correctly. When **you** make a **claim**, **we** will reduce the amount **we** pay **you** until the **excess** is used up. **Excesses** are only taken from eligible **claims** and so count towards any **benefit** limits.

7.5 Fraudulent Claims

If the **insured person** makes a fraudulent **claim** under this insurance contract, the **Insurer**:

- › Is not liable to pay the **claim**; and
- › May recover from the **insured person** any sums paid by the **Insurer** to the **insured person** in respect of the **claim**; and
- › May by notice to the **insured person** treat the contract as having been terminated with effect from the time of the fraudulent act.

If the **Insurer** exercises its right to terminate the contract,

- › the **Insurer** shall not be liable to the **insured person** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the **Insurer's** liability under the insurance contract (such as the occurrence of a loss, the making of a **claim**, or the notification of a potential **claim**); and,
- › The **Insurer** need not return any of the premiums paid.

Fraudulent **claims** – group insurance

If this insurance contract 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 an **insured person**, the **Insurer** may exercise the rights set out as above as if there were an individual insurance contract between the **Insurer** 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**.

8. Claims Conditions

Processes for making **claims**, **pre-authorisation** and **guarantees of payment** are different if **you** have purchased a DHA plan. Please refer to the ‘Your Guide to Making a Claim’ document sent with **your** Membership Guide for further details.

8.1. Pre-authorisation of claims

You must contact **us** to request **pre-authorisation** and must be in receipt of confirmation from **us** in writing before **treatment** takes place.

The minimum information required in order for **us** to give **pre-authorisation** is:

- › Medical diagnosis
- › Name of treating facility and **doctor**
- › Estimated cost of surgery
- › Estimated length of stay

Pre-authorisation must be obtained to receive **benefit** for the following services:

- › **Emergency medical evacuation**
- › **Hospital treatment** as an **in-patient**
- › All maternity care
- › **Hospice** care
- › **Psychiatric treatment**
- › **Cancer treatment**
- › Over 7 sessions of **Physiotherapy**
- › **Rehabilitation treatment** as an alternative to acute care
- › Over 7 sessions of **complementary therapy**
- › **Transport costs**
- › **Out of geographic area cover for emergency treatment**

You should inform **us** at least 5 days before admission or any **treatment**. In an **emergency** **you** (or someone acting for **you**) should notify **us** within 24 hours of **hospital** admission. Upon contacting **us**, **you** will be advised which documents **we** require in order for **us** to authorise **your claim**. **We** will decline part of **your claim** if **we** have not **pre-authorised** these **benefits**.

If **you** have not **pre-authorised**, **we** will only pay up to 80% of what **we** consider to be **reasonable and customary** towards **your claim**.

You are not covered for any costs of **emergency medical evacuation** that **we** did not **pre-authorise** and arrange.

8.2 Guarantee of Payment (GOP)

If **you** require **in-patient treatment**, which must be **pre-authorised**, **we** can arrange to settle the costs directly with the **hospital**. This would normally involve **us** providing a **GOP** to the **hospital**, which the **hospital** accepts.

A **GOP** may also be provided to medical facilities where the value of **out-patient treatment** exceeds GBP300 (or equivalent) and if the facility is prepared to accept **our GOP**.

All necessary documentation relating to **GOPs** for non-emergency **treatment** must be received at least 5 days before the admission date to allow time for the ‘guarantee’ to be placed. In an **emergency** **you** (or someone acting on **your** behalf) should notify **us** within 24 hours of the **hospital** admission.

GOPs can only be placed where **treatment** is due to take place within 30 days of notification. **GOPs** will not be placed where **treatment** is due to take place after the expiry of the plan.

GOPs are placed in good faith and if later found to be for **treatment** that is not eligible for cover then payment must be refunded by **you**.

We will settle eligible charges directly. Any costs not covered (including excesses which are not paid by the member), which remain unpaid, will result in future **GOPs** being declined. In situations where a **hospital** does not accept **our GOP**, **treatment** can either be sought at an alternative **hospital** or **you** would need to pay for the **treatment** and submit a reimbursement **claim** to **us** for these costs.

GOPs are not available at HCA hospitals.

8.3 If your claim is covered by more than one insurance plan

If at the time of any **claim(s)** covered by this plan there is any other insurance covering the same liability, the indemnity afforded by this plan will not apply except in the event that any limits afforded by such other insurance have been exceeded. Any amount in excess of such limit will be subject to the Limit of Liability as stated in the Membership Guide and on **your Insurance certificate**. This process helps to keep down the cost of **your** insurance.

In these circumstances (where the originals have been submitted to another Insurer) it will be sufficient to send us duplicates of the invoices and documents. **We** will also require **you** to provide contact details for the other Insurer.

8.4 If your illness or injury was caused by someone else

If **you** are claiming for an injury or illness caused by another person (or other people), **you** must tell **us** immediately. **We** have the right to ask **you** to help **us** include the amount of **benefit you** are claiming from **us** in **your claim** against another person. This help may result in **us** prosecuting, defending or settling any **claim** in **your** or **your dependants'** name for **our benefit**.

8.5 Access to Medical Reports Act 1988

We may request reasonable information in support of **your claim** and this includes medical reports. The Access to Medical Reports Act requires that **we** advise **you** of **your** principle rights under this Act.

Option 1

You may withhold **your** consent to an application for a report. However, this may prevent **our** proceeding with **your claim**.

Option 2

You may consent to the application but indicate that **you** wish to see the report. **Your doctor** will allow 21 days for **you** to see and approve it before it is supplied to **us**. If **your doctor** has not heard from **you** within 21 days, he or she will assume that **you** do not wish to see the report and that **your** consent to it being supplied.

When **you** see the report if there is anything in it in which **you** consider incorrect or misleading **you** can request (it must be in writing) that the **doctor** amend the report but he or she is not obliged to do so. If the **doctor** refuses to amend it **you** may:

- › Withdraw consent for the report to be issued

- › Ask the **doctor** to attach to the report a statement setting out **your** views
- › Agree to the report being issued unchanged

Note: The **doctor** is not obliged to show **you** any parts of the report which he or she considers might cause serious damage to **your** physical or mental health or that of others, or which would reveal information about a third party who has supplied the **doctor** with information about **your** health unless the third party consents.

In those circumstances the **doctor** will so inform **you** and **your** access to the report will be appropriately limited.

Option 3

You may consent to the application for the report but indicate that **you** do not wish to see the report before it is supplied. Should **you** change **your** mind after the application is made and so notify the **doctor** in writing she/he should allow 21 days to elapse after such notification so that **you** may arrange to have access to the report (if the report has not already been supplied before **you** change **your** mind).

Option 4

Whether or not **you** decide to seek access to the report before it is supplied **you** have the right to seek access to it from the **doctor** at any time up to 6 months after it was supplied.

Your doctor may charge a fee to cover the supply of a medical report, which is not covered by **your** plan.

8.6 Arbitration

Any differences of medical opinion on the results of an **accident** or illness will be settled between two medical experts appointed, in writing, by the two sides to the dispute. Any differences of opinion between the two medical experts will be referred to an umpire who will have been appointed, in writing, by the two medical experts at the time of their appointment.

9. Data Protection Fair Processing Notice

In **your** dealings with **us you** may provide information that includes data that is known as personal data.

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 will process **your** personal data to allow **us** to administer **your** health insurance policy and any associated claims and for actuarial analysis. It will also be used to manage future communications between ourselves in relation to **your** policy and **claims**.

We will only use **your** data for the purpose for which it was collected. **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.

If **you** require further information on how **we** process **your** data and **our** lawful bases for doing so, please contact **us** at info@expacare.com or refer to **our** Privacy Policy which can be found on **our** website.

International healthcare you can rely on from a team you can trust

- Global expertise and infrastructure with over 40 years experience
- Clients can choose where they are treated and who treats them
- Emergency evacuation included on all plans
- Emergency assistance available 24/7

expacare

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