



### Table of Contents

SECTION A - PREAMBLE	3
SECTION B - DEFINITIONS	4
SECTION C - CORE COVER	12
C.1. INPATIENT & DAY CARE	12
C.2. OUTPATIENT	12
SECTION C - OPTIONAL COVERS	14
C.3. Mother and Child Plan	14
C.4. OPTIONAL ADD-ON BENEFITS	15
SECTION D - GENERAL CONDITIONS	
Aggravation of risk	16
Law and Jurisdiction	16
Arbitration	16
Cancellation	17
Duration of the contract	17
Duty of full disclosure	17
Dual Insurance	18
Medical Examination	18
Right to medical information	19
Subrogation	19
Territorial limits	19
Making a Claim	20
SECTION E - EXCLUSIONS: WHAT WE DO NOT COVER	21
Specific exclusions	21
General Exclusions	26
I. WAR, CIVIL WAR AND TERRORISM EXCLUSION	26
II. PASSIVE WAR CLAUSE	28
III. AIDS EXCLUSION	28
IV. ASBESTOS	28
V. NUCLEAR ENERGY RISKS NMA 1975 (a)	28

This Policy is governed by "Livre III Titre Douzième Chapitre 3ème of the Mauritius Civil Code" except to the extent the articles mentioned in Article 1983-12 are varied by terms and conditions herein.

Your Policy: This SICOM Health Insurance Policy is a contract between You and Us as stated in the following:

- i. This **Policy** document;
- ii. The Policy Schedule attached to this Policy document and forming integral part of Your Policy document;
- iii. Any Endorsement attached to and forming part of this **Policy document**; iv. Any Add-on to this **Policy** that **You** may have purchased from **Us**;
  - iv. The proposals and all declarations made by You or on Your behalf;

#### **SECTION A - PREAMBLE**

The insurance cover provided under this **Policy** is a contract of insurance between **You** and **Us** up to the sums insured and shall be subject to (i) payment of full premium in advance unless agreed otherwise and (ii) the terms and conditions and exclusions as herein. This **Policy** has been issued on the basis of all underwriting information, including the information provided by **You** in the proposal form.

All **Benefits** payable limits per insured member may be applicable either on **Lifetime Limit** basis or every **Policy Year** basis as more specifically described in **Your Policy Schedule**.

All Benefits payable remain subject to applicable Excess as described in Your Policy Schedule

We will pay You all benefits as defined and falling within the scope of cover under this Policy as per SICOM Tariff Codes

Please inform **Us** immediately of any change in the address, mobile number, e-mail address or any other changes affecting **You** or any **Insured Person** which would impact the benefits, terms, and conditions under this **Policy**.

#### **SECTION B - DEFINITIONS**

Any word or expression to which a specific meaning has been assigned in any part of this **Policy** or the **Schedule** shall bear the same meaning wherever it appears. For purposes of this **Policy**, the terms specified below shall have the meaning.

Note: Where the context permits, the singular will be deemed to include the plural, one gender shall be deemed to include the other genders and references to any statute shall be deemed to refer to any replacement or amendment of that statute.

### **DEFINITIONS OF TERMS USED**

Important Note: below are definitions of terms used. Your Insurance Policy may or may not cover You for all conditions/benefits described hereunder. Please refer to Your Policy Schedule for cover and benefits applicable to You as per the Insurance Plan You have chosen.

'Medical Expenses' implies the costs of Physician fees, Medical Investigation(s), Medically Necessary Treatment (as Outpatient, Inpatient or Daycare) for a Medical Condition(s) at a Health Facility.

'Health facility' implies a licensed establishment providing medical and surgical treatment or treatment(s) e.g., hospitals, clinics, outpatient care centers, and specialized care centers in Mauritius or Overseas which meet the following criteria:

(1.) Holds a license as a hospital in accordance with prevailing governmental regulations. (2.) Operates primarily for the reception, care, and treatment of persons as in-patients or outpatients.

(3.) Provides 24 hour a day registered nursing service.

(4.) Always has a staff of one or more physicians available 24 hours a day.

(5.) Provides medical investigation(s) for the diagnosis and treatment of major surgical procedures.

(6.) Is not primarily a rest or convalescent, nursing home or similar establishment and is not, other than incidentally, a place for alcoholics or drug addicts

(7.) Maintains operating room facilities for major and minor interventions.

'Daycare' implies planned surgical or invasive procedures/treatments performed by registered Medical Practitioners in a surgical suite/theatre or specialized area of a health facility with patients who are admitted and discharged home on the day of their surgery [provided a justification is provided in accordance with standard of care for the procedure(s)/treatment(s)] but who require some facilities and time for recovery are covered under daycare benefits. Daycare also refers to a maximum stay of 6 hours post procedure/intervention.

'Intensive Care Unit' (ICU) implies an organized specialised system operating in a ward, wing, defined area or specialized section of a health facility designed for the provision of treatment to critically ill inpatients that provides:

- 1.) Intensive and specialised medical/surgical/critical and nursing care
- 2.) An enhanced capacity for monitoring and multiple modalities of physiologic organ support to sustain life during a period of life-threatening organ system insufficiency due to a **medical condition(s)**.
- 3.) The ICU is a unit that is under the care of specialized **medical practitioner(s)** and **nursing officers** 24 hours a day and 7 days a week.
- 4.) For ICU admission there must be a need for a medical investigation(s), medical intervention(s)/treatment(s) that is/are not available elsewhere in the health facility.
- 5.) There must be documented evidence of clinical instability that places the patient at risk of dying or immediate deterioration.

'High Care Unit' (HCU) Defined as a ward designed for stepdown or intermediate level care of discharged ICU patients or patients requiring close intensive observation but not ICU level treatment. The ratio of nurses to patients may be slightly lower than in intensive care but higher than in most general wards. Patients in High Care Unit do not require organ support such as ventilation but may be on non-invasive oxygen therapy (masks, nasal prongs).

'Medical condition(s)' implies health related medical conditions: disease, illness, injury, physical impairment, or syndromes which fall under any of the disciplines/specialties/subspecialties in the field of medicine.

'Disease' implies a health-related medical condition(s) which causes an alteration in the state/function of the body or of some of its organs, interrupting, affecting or disturbing the normal performance of its functions. Disease can be caused by multiple factors/pathogens including but not limited to infection by an organism (e.g., bacteria, fungus, virus, parasite) or non-infectious causes for e.g., cancer, autoimmune disorders.

'Illness' implies a sickness, or a disease or pathological condition leading to the impairment of normal physiological function.

'Hormone' implies a chemical messenger molecule which is transported in blood, body fluids or body tissues that is naturally produced/secreted by the human body from glands and tissues or such chemical compound/molecule which is synthetically produced and administered by external means including but not limited to, oral tablets, injections, where both the natural or synthetic hormone/ molecule yields similar effects i.e., regulation or stimulation of cell functions (non-exhaustive examples to illustrate: regulation of processes of growth, temperature, metabolism, reproduction) in a target organ(s)/tissue(s).

'Physical Impairment' implies any disorder, condition, anatomical loss affecting one or more of the following body systems that substantially limits one or more major life functions those are neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, haematic and lymphatic, skin, and endocrine.

'Injury' implies damage to the body produced by external energy exchanges that have relatively sudden discernible effects. Some examples to illustrate external energy exchanges include but are not limited to car accident, trauma sustained due to fall, thermal or electrical burns.

'Emergency' implies management of a severe and sudden medical condition(s) which results in symptoms that occur suddenly, acutely and unexpectedly and requires the immediate attention of a medical practitioner to prevent death or serious long-term physical impairment or development of long-term medical condition(s) that will affect the Insured Person's health.

'Elective' implies elective surgery/treatment that is scheduled and is not an Emergency. 'Acute medical condition(s)' or 'Acute Condition' is a medical condition (s) which is newly acquired, of sudden onset and rapid progression, of which severity may or may not be life threatening, requiring prompt medical management. It generally responds quickly to treatment & has a short course of a few days to a few weeks but may also lapse into a chronic course.

'Chronic Medical Condition(s)' or 'Chronic Condition' is a medical condition (s) long term, recurrent or permanent which develops insidiously (slow onset) and lasts a long time (months to years).

Also, such **Chronic medical condition(s)** fulfills any one of the following criteria:

- a.) It needs ongoing or long-term monitoring/management through medical consultations, **treatment** and/or recurrent **medical investigations**.
- b.) It may require some forms rehabilitation therapy for the patient to enable him/her to carry out daily activities
- c.) It continues indefinitely, may have remissions and relapses.

'Pre-Existing medical condition(s)' implies a medical condition(s) for which You have received medication, treatment, or advice for; or that You have experienced symptoms of <a href="mailto:before">before</a> the start of Your insurance cover, whether You have sought advice from a medical practitioner or not. Some examples to illustrate pre-existing medical condition(s) include but are not limited to: Heart disease, Diabetes, Lipid disorders, Cancer, Bone and Joint problems, asthma. These conditions are considered long term and/or chronic. Any such medical condition or related condition about which You or Your dependents could reasonably have been assumed to have known, will be deemed to be pre-existing. Pre-existing medical condition(s) which have not been declared on the relevant application form are not covered. Moreover, medical condition(s) arising between completing the relevant application form and the start date of the policy will equally be deemed to be pre-existing. Such pre-existing medical condition(s) will also be subject to medical underwriting and if not disclosed, they will not be covered.

'Congenital medical condition(s)' (except congenital tumors) implies structural or functional anomalies (for example abnormality, deformity, disease, disorder, illness, anatomical malformation, defect,) that occur during intrauterine life and can be identified prenatally, at birth, or may only be detected later in infancy or adult life. Please refer to Your plan to confirm whether congenital medical conditions are covered.

'Congenital tumors' implies a tumor that is diagnosed during intrauterine life, at birth and any tumor presenting in the first 3 months of life.

'Any one illness or medical condition(s)' Any one illness implies continuous period of illness and includes relapse within 45 days from the date of last consultation with the health facility where treatment was taken.

'Accident' implies a sudden, unforeseen and involuntary non-disease event caused by external, visible and violent means beyond the control of the policyholder resulting in bodily Injury.

'Physician' implies a Medical Practitioner duly registered with the Medical Council of Mauritius, in any field/category (discipline/specialty or subspeciality) of medical practice, and who is licensed to practice medicine in Mauritius. The term medical practitioner and physician are interchangeable. Dental Surgeons or Dentists are registered with the Dental Council of Mauritius and licensed to practice dentistry and are also included under the present definition of medical practitioner/physician.

**'Dentist'** implies dental surgeon or dental practitioner who is registered or licensed as such under the Dental Council of Mauritius.

'Dental Prostheses' imply crowns, inlays, on lays, adhesive reconstructions/restorations, bridges, dentures and implants as well as all necessary and ancillary treatment required.

'Dental treatment' includes extraction and simple fillings related to cavities or decay and root canal treatment.

'Allied health services' imply therapy or intervention delivered by professionals which include but are not limited to dental hygienists, diagnostic medical sonographers, dietitians, medical technologists, occupational therapists, physical therapists, radiographers, respiratory therapists and speech language & audiology therapists.

'Nurse' or 'Scrub Nurse' implies an allied health professional duly registered with the Nursing Council of Mauritius or equivalent relevant authority as per Government provisions who provides general nursing care, preoperative, intra-operative and post-operative care to surgical patients.

#### 'Hearing Aids' imply:

- (a) an appliance to correct a hearing defect/deafness; or
- (b) a component of such an appliance, that has been prescribed as **treatment** during a consultation with an audiologist.

"Inpatient" implies any person who is suffering from a medical condition(s) and who on recommendation of a registered medical practitioner, is confined to a health facility with admission facilities for a minimum of 24 hours where he/she is assigned to a bed in any

department of the facility, other than its outpatient department, and for which a charge for room, board and ongoing medical/surgical treatment and medical investigations are made during such period of admission. Inpatient duration period ends at the time the person is declared fit for discharge by the treating medical practitioner.

'Medical Investigation(s)' implies all relevant medical tests involved in the diagnosis of a medical condition(s) including but not limited to medical imaging of any type e.g., X-Rays, Ultrasound, CT, MRI or Laboratory Blood Tests, Stool & Urine tests, Microscopy, Culture, Histopathology, Invasive tests like Gastroscopy/Endoscopy, Colonoscopy, ERCP, Biopsies of any type.

**'Standard of Care'** implies eligible evidence-based medical or surgical **treatment** that is scientifically accepted, widely used & recognized by **medical practitioners** as the accepted modality of **medical investigation(s)** and **treatment** for a particular **medical condition(s)**. Such **treatment** should not be currently undergoing clinical trial or be experimental.

'Treatment' implies standard of care referrals, prescription, medication, chemotherapy, recommendation, process, procedure, surgery or operation, dental procedure/process, medical intervention, radiotherapy for a medical condition(s) as ordered by a medical practitioner.

'Medically Necessary' implies any treatment, medical investigation(s), stay in Health facility or part of a stay (i.e., daycare) in a health facility which:

- is required/indicated for the medical management of the presently diagnosed **Medical Condition(s)** suffered by the Insured Person.
- must have been prescribed by a Medical Practitioner and be in accordance with Standard of Care,
- must conform to the professional standards widely accepted in international medical practice or by the medical community in Mauritius.

- **'Bedridden Patient'** implies a patient confined to bed rest as a result of medical condition(s) for example post cerebrovascular accident or spine fracture, or a patient who is post operative and has immobility and cannot sit up.
- 'Homecare nursing services' implies services of a "Nurse" to bedridden patients at the latter's residences for the medical condition(s) as ordered by a medical practitioner.
- 'Infertility treatment' implies treatment and medical investigation(s) necessary to establish the cause for infertility including but not limited to hysterosalpingogram, laparoscopy or hysteroscopy.
- 'Newborn care' implies customary examinations required to assess the integrity and basic function of the child's organs and skeletal structures. These essential examinations are carried out immediately following birth. Further preventive medical investigation(s) such as routine swabs, blood typing and hearing tests, genetic tests, metabolic errors screening are not
- covered. Any medically necessary further **medical investigation(s)** and **treatment** are detailed under the newborn's own policy. The 1<sup>st</sup> and 2<sup>nd</sup> trimester ultrasound scans with formal reports must be provided as a part of application process to apply for such cover.
- 'Post-natal care' implies the routine post-partum medical care received by the mother, up to six weeks after delivery. Should Your Policy cover the newborn, intra natal and post-natal care will include benefits as defined in the Plan.
- 'Newborn period or neonatal period' implies the period from birth extending to 28 days of life where early neonatal period is from birth to day 6 of life and late neonatal period is day 7 to day 28 of life.
- 'Pregnancy' implies the period of time, from the date of first diagnosis of pregnancy until delivery.
- 'Pre-natal care' implies routine screening and follow up tests as required during a pregnancy.
- "Palliative or terminal care" implies treatment of symptoms for such medical condition(s) deemed to be terminal/life threatening, i.e., where a cure is no longer considered an option when the patient is at the end of life as certified by a physician. Elements of palliative care involve relief of health suffering with respect to physical symptoms, psychological distress and other symptoms associated with terminal illness.
- 'Organ transplant' implies a surgical procedure in which tissue or an organ is transferred from one area of a person's body to another area, or from one person (the donor) to another person (the recipient), such organ and/or tissue transplants include but are not limited to: heart, heart/valve, heart/lung, liver, pancreas, pancreas/kidney, kidney, bone marrow, parathyroid gland, muscular/skeletal and corneal transplants.
- 'Outpatient treatment' implies treatment provided by a Medical Practitioner at his/her practice, consultation rooms, outpatient department of a health facility that does not require the patient to be admitted.
- 'Overseas Treatment' implies medical treatment for medical condition(s) performed/delivered outside the territory of Mauritius. Such treatments are carried out by duly registered and licensed medical practitioners with the relevant authorities of the concerned country in duly licensed health facilities.
- "Hazardous Sport / Hazardous Activities" implies engaging whether professionally or otherwise in any sport or activity, which is potentially dangerous to the Insured Person (whether trained, or not). Such Sport/Activity including but not limited to Winter sports, Ice hockey, Skiing, Skydiving, Parachuting, Ballooning, Scuba Diving, Bungee Jumping, Mountain Climbing, Riding or Driving in Races or Rallies, caving or pot holing, hunting or equestrian activities, diving or under-water activity, rafting or canoeing involving rapid waters, yachting or boating outside coastal waters, jockeys, horseback, Polo, persons working with nuclear installations, handling hazardous chemicals.
- 'Needle Stick Injury' implies a break in the skin caused by a hypodermic syringe or other type of needle or instrument for surgical or medical use, which was caused during, or immediately following, administering surgical or medical Treatment.
- "Annual Limit" means the maximum amount to which each Insured Person is entitled to in respect of one Policy Year.
- "Catastrophe Cover" means an optional add-on cover to the Inpatient Cover

"Cashless facility" implies a facility extended by the Insurer to the Insured Person where, the payments of the costs of treatment undergone by the Insured Person in accordance with the Policy terms and conditions are directly made to the network provider by the Insurer to the extent pre-authorization approved.

"Commencement date" implies the date on which the Policy application is accepted by the Company and given as the date from which cover is effective.

Company/We/Our/Us/Insurer means/is/implies SICOM General Insurance Ltd

"Contribution" implies essentially the right of an Insurer to call upon other Insurers, liable to the same Insured, to share the cost of an indemnity claim on a ratable proportion of Sum Insured.

Dependant-Adult implies Your spouse or Partner.

**Dependent-Child"** implies a child (natural or legally adopted), who is unmarried, aged between 91 days and 25 years, financially dependent on the Insured and does not have his / her independent sources of income.

'Durable medical equipment' implies equipment prescribed by a Physician for extended use including but not limited to Wheelchairs, Crutches, Blood Testing Strips Oxygen Equipment and the like

**'Excess'** implies the amount of the claim that will not be payable by the **Insurer** on behalf of the **Insured. We** will pay for treatment covered by the Policy, minus the amount of the **excess**. The **excess** is applied to each **member**, for each & any claim and each **Policy Year**.

"Hospital cash benefit" implies a benefit payable when treatment and accommodation for a medical condition, covered under the insured's plan, is provided in a hospital where no charges are billed. Cover, if provided under Your Policy, is limited to the amount stated in the policy Schedule, for a maximum of 72 hrs of stay, with the benefit payable upon discharge from hospital, subject to submission of medical report.

"Insurance Certificate" is a document outlining the details of Your cover and is issued by us. It confirms that an insurance relationship exists between You and us.

"Insured Person" implies/means You and Your dependants as stated on the Schedule who are covered under this Insurance Policy.

"Lifetime Limit" implies the limit applicable for the whole life of any Insured Person for a Medical Condition (s) or Accident and any conditions or complications associated directly or indirectly to that Medical Condition(s) or Accident as specified in the Policy Schedule and in any endorsement, provided that cover is in force and premiums have been paid for the period during which the claim occurred, and treatment provided.

"Mental illness" implies a state of health characterized by a clinically marked disruption in a person's behavioural pattern, ability to regulate/control emotions or cognitive abilities, which is a sign of defective processing/dysregulation of underlying mental functions, namely biological, psychological, and developmental processes that may lead to including but not limited to: a variable level difficulty to carry out work/occupation related tasks or coping with social environment interactions.

"Partner" implies an adult who lived together with the Insured Person for a period of at least 12 months as a couple without being married.

**"Policyholder"** implies/means the Insured Person who entered into the **Policy** with the **Insurer** and who is responsible for the payment of the premium.

"Policy Year" applies from the effective date of the insurance, as indicated on the Schedule and ends exactly one year later.

"Pre-Authorisation" implies the written prior approval of the Company, required for all Inpatient and Daycare claims provided all relevant documentation has been provided.

"Reasonable and Customary Charges" implies the charges for standard of care services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in Mauritius for identical or similar services, taking into account the nature of the medical condition(s) concerned.

"Room Rent" means the amount charged by a Hospital for the occupancy of a bed on per day or night which refers to a 24 hour period from time of admission and shall include associated Medical Expenses.

"Tariff Codes/SICOM Tariff Codes/SICOM General Insurance Ltd Tariff Codes" means the document which provides details of the maximum cost payable for Treatments. A copy of the Tariff Codes is available upon request

"Schedule" means the document attached to and forming part of this/Your Policy mentioning the details of the Insured/Insured Persons, the Sum Insured, the period and the limits to which benefits under the Policy would be payable and that shows the Sections of this Policy that are operative.

"Screening/Medical Screening/medical investigation(s) related to screening" implies the presumptive identification of unrecognised disease or defects by means of tests, examinations or other procedures that can be applied rapidly. Screening is intended for all people, in an identified target population, who do not have symptoms of the disease or condition being screened for. The process can identify:

- a pre-disease abnormality
- early disease
- disease risk markers

"Sub Limit" is the maximum amount payable for the corresponding type of benefit for each Insured Person during the Policy Year. Applicable sub limits are recorded in Your Policy Schedule as per Your Insurance Plan chosen.

"TPA" means the third-party administrator that the Company appoints for policy and claims processing.

"Valid Claim" means claim falling under scope of this insurance Policy for a Medically necessary Treatment

"Waiting period" is a period of time commencing on Your policy start date during which You are not entitled to cover for particular benefits.

"You/Your" refers to the eligible individual stated on the Insurance Certificate.

#### **IMPORTANT Notes:**

- 1. Only standard of care & medically necessary medical investigations and treatments for relevant medical condition(s) as ordered by a medical practitioner will be considered for claim reimbursements as defined in Your plan provided the same are not listed under 'Exclusions'.
- 2. Prescription Medicines Reimbursement: The **Company** will only reimburse cost of medication as prescribed by a **Medical Practitioner** where the prescription is as follows:
  - a.) Medically necessary and abides by standard of care for the treatment of the medical condition(s) being addressed as ordered by a medical practitioner.
  - b.) Treatment with medicines: Should the medical practitioner order a specific brand name or generic medication or product which runs a high cost, We will reimburse the cost of the claim for an equally efficient cost-effective generic/brand-name medication or product containing the same active ingredients/compounds. Should the Physician feel that the alternative medication is clinically inappropriate, he should provide a written statement justifying the same for Us to consider reimbursement.

### **SECTION C - CORE COVER**

#### C.1. INPATIENT & DAY CARE

What is covered under this Section of the **Policy**:

We will indemnify You as per Your Health/Medical Insurance Plan chosen the Medical Expenses incurred for one or more of the following due to the insured person's hospitalisation i.e., admission as Inpatient during the Policy Period as necessitated by a Medical Condition(s):

- a.) Room rent charges at a Health Facility
- **b.)** Treatment charges as per standard of care and as prescribed by the treating Medical Practitioner
- c.) Treating Medical Practitioner's fees
- d.) 'Medical Investigation(s)' directly related to the insured's medical condition(s) which led to the current inpatient admission or Daycare treatment
- e.) Operation theatre charges
- f.) The cost of prosthetics and other devices or equipment, if implanted internally during any invasive procedure or surgery
- g.) Intensive Care Unit (ICU) charges
- h.) Allied health services if proven to be medically necessary
- i.) Pregnancy and Childbirth: Refer to Mother & Child Plan below

### All above being strictly subject to limits of SICOM General Insurance Ltd Tariff Codes

### Important Notes:

- A. Please refer to **Your** specific Health/Medical Insurance plan chosen for reimbursement of charges related to **durable medical equipment.**
- B. The Overall Annual Limit, Sub-Limit and Lifetime Limit shall apply to all claims.
- C. Refer to 'SICOM Tariff Codes' for criteria defining emergency and after hour extra charges which should be provided by the treating medical practitioner to the insurer in writing for consideration.
- D. For **Outpatient** post operative medication and relevant dressings, **We** will pay **You** as per component (5) of Tariff Codes 3) to 6) or as motivated otherwise in accordance with **Standard of Care** by **Your** treating **Physician**.
- Extended cover for medication under the **Inpatient** or **Daycare** is subject to justification provided as per **Standard of Care** for the **Treatment** of the concerned **medical condition(s)**.

All **Inpatient/Daycare** claims submitted for processing need to be submitted along with duly filled Pre-Authorisation and discharge summary forms as per **SICOM Tariff Codes**.

#### C.2. OUTPATIENT

### **OUTPATIENT COVER - Physician Fees, Medical Investigations and Treatment**

Subject to the aggregated annual limit as specified in the Schedule of Benefits, We will pay for **Your/ the Insured Person's** outpatient treatments up to the maximum annual limits as defined Your Schedule of Benefits and where applicable as defined under the **SICOM Tariff Codes** for each type of treatment.

All outpatient claims submitted for processing need to be submitted along with duly filled Outpatient forms. To note that all claims remain subject to SICOM Tariff Codes.

### **Outpatient Treatments** also include the following:

### (I) OPTICAL BENEFITS

**We** will pay **You** every 2 years the cost of providing spectacles and contact lenses following documented deterioration in eyesight as certified by an ophthalmologist / optometrist up the **Annual Limit** stated in **Your** policy schedule. **You** will need to choose between spectacles or permanent contact lenses as **We** will reimburse either of these costs and not both.

#### (II) DENTAL BENEFITS

We will pay You for expenses following Dental Treatment, which include fillings, extractions (including extraction of wisdom Tooth), X-Rays, orthodontic Treatment, crowns, dental implants, surgical operations, periodontics, and gum treatment up the Annual Limit stated in Your policy schedule.

#### (III) HEARING AIDS

We will pay **You** up to the **Policy Limits** specified in the **Schedule of Benefits** for the cost of medically necessary hearing aid. **You** will provide **Us** a report from an ENT specialist as to the need for such hearing aids.

#### (IV) CHRONIC TREATMENT

Where mentioned in Your Policy Schedule We will pay You up to the Annual Policy Limit specified in the Schedule of Benefits for Physician's fees and Treatment for Chronic Medical Conditions.

### (V) VITAMINS & SUPPLEMENTS

Where mentioned in Your Policy Schedule We will pay You up to the Annual Policy Limit specified in the Schedule of Benefits for Vitamins subject to Vitamins being prescribed by a Physician during Your pregnancy or to treat diagnosed clinically significant medical condition(s) where such treatment is medically necessary.

#### **SECTION C - OPTIONAL COVERS**

Note: The following benefits are only applicable if subscribed to and if recorded/appearing in Your Policy Schedule

#### C.3. Mother and Child Plan

Subject to You having subscribed to this Mother and Child Plan We will pay You the following Benefits as per SICOM General Insurance Ltd Tariff Codes.

Note: The Waiting period for this Plan is 24 months, unless stated otherwise in Your Policy Schedule

### MOTHER - Childbirth (Normal delivery for childbirth and elective caesarean section):

Benefits are payable for covered charges for room and board incurred by **You** during the period of hospitalisation as **inpatient**, including the use of the operating theatre and covered charges made by a specialist **medical practitioner**, up to the limited maximum amount per pregnancy and childbirth as per **Your** chosen Medical/Health Plan subject to **SICOM Tariff Codes**.

#### MOTHER - Childbirth (complications and emergency caesarean section)

Benefits are payable, subject to the sub-limits if and as appearing/recorded in **Your Policy Schedule**, for covered charges resulting from an emergency obstetric procedure in the antenatal stages of childbirth or during childbirth, including the use of the operating theatre and covered charges made by a specialist **Medical Practitioner**.

<u>Note on Caesarian Sections:</u> (No claims will be considered for reimbursement should the below criteria not be fulfilled)

- 1.) Regarding all Caesarean section deliveries: The Standard of Care indication(s) for a Medically Necessary caesarian section delivery <u>must be stated in writing by the treating Medical Practitioner.</u>
- 2.) **Emergency** caesarian section that is **medically necessary** is covered provided written justification is made available by the specialist **medical practitioner**.
- 3.) A caesarean section necessitated due to a previous caesarean section is considered to be elective.

We will cover Your charges for inpatient and daycare treatment at a health facility as eligible under Your chosen Medical/Health plan for conditions which are direct complications of pregnancy including but not limited to:

- Ectopic pregnancy
- Miscarriage, Missed abortion, Stillbirth
- Postpartum hemorrhage
- Retained placental membrane
- Hydatidiform mole
- Protracted and complicated hyperemesis gravidarum
- Obstetric cholestasis
- Pre-eclampsia / Eclampsia
- Threatened miscarriage
- Cervical incompetence

\*Complications of pregnancy requiring Intensive Care Unit (ICU) management: The ICU charges are subject to limit per Policy Year as defined in Your chosen medical/health plan.

#### CHILD - Newborn:

We will pay up to the **Policy Limits** as per the **Schedule of Benefits** for biological new-borns covered under the **Policy**. **Health Facility** nursery services and medical care by the attending **Physician** for the biological new-born infants in the **Health Facility** are covered if:

- The mother's pregnancy is covered; and
- Dependent cover has already been elected. **We** must have received notification to have the biological newborn covered under **Your** chosen Insurance Plan 3 months prior to expected delivery date. Catastrophe Inpatient coverage will fully depend on the acceptance terms at time of underwriting the proposal and a waiting period of 3 months is applicable for any **Medical Condition(s)** related related claims.
- Proposal form, birth certificate and paediatric report sent to Us within one month of birth

#### C.4. OPTIONAL ADD-ON BENEFITS

The following optional benefits will only apply if these have been chosen by **You** and shown on **Your Policy Schedule**.

#### INPATIENT HOSPITAL CASH BENEFIT

We will pay You Hospital Cash benefits as defined in this Policy subject to:

(i) the specified limits as mentioned in **Your Schedule** and subject to the Annual Limit (ii) applicable premiums having been received by **Us** in full for this Optional cover

#### **CATASTROPHE COVER**

We shall pay for additional Inpatient Cover for extended Limits as described **Your Policy Schedule**, subject to all other terms conditions and exceptions of **Your** Insurance Cover.

#### **SECTION D - GENERAL CONDITIONS**

#### Aggravation of risk

During the currency of the contract, **You** must report to **Us**, in writing, any modification likely to aggravate the risks in such a manner that, had the new state of affairs existed at the writing of the contract, **We** would not have contracted or would only have done so against a higher premium.

Such report must be made prior to the modification, if this is brought about by an act on **You're Your** part, and in other cases, within eight days from the moment it has come to knowledge.

In either case, it shall be open to Us:

- (i) either to cancel the contract; or
- (ii)to claim an increased premium, in which case if the Insured Person do not accept the new rate of premium the contract shall be cancelled.

In the event of the aggravation of the risk being due to an act on the Insured Person's part, the Company will be entitled in addition to claim damages.

#### Law and Jurisdiction

This Policy shall be governed by and construed in accordance with the laws of the Republic of Mauritius. It is agreed that the indemnity provided herein shall not apply to:

- Compensation for damages in respect of judgments delivered or obtained otherwise than by a court of competent jurisdiction in the Republic of Mauritius.
- Costs and expenses of litigation recovered by any claimant which are not incurred in and recoverable in the Republic of Mauritius.

It being the intention of this Clause that this Policy shall only indemnify You/the Insured Person in accordance with customary practices, conditions and judgments normally applying in the Republic of Mauritius.

### **Arbitration**

In the event of any dispute between the Parties as to the quantum to be paid under the Policy and provided that We have admitted liability in writing, then the dispute shall be referred to an arbitrator, which shall be nominated by mutual agreement of the Parties.

Should the Parties fail to agree upon the nomination of the Arbitrator within 30 days after either Party has given the other written request to concur in the appointment of the arbitrator, then the Parties shall refer the dispute to a panel of three arbitrators, each Party nominating an arbitrator with the third arbitrator being nominated by mutual agreement of the chosen arbitrators.

The hearing for the arbitration shall be held in the Republic of Mauritius, conducted in accordance with Mauritian law and the language of the arbitral proceedings shall be the English language. The arbitrator's decision shall be final and binding upon the Parties.

### Cancellation

The present contract may be cancelled before its normal expiry date in the following cases, inter alia,

- 1. In the event of the death of the Insured Person as provided for in Articles 1983 48 and 49 of the Civil Code.
- 2. For non-payment of premium (Articles 1983 21 to 24 of the Civil Code).
- 3. In the event of aggravation of risk (Article 1983 25 of the Civil Code).
- 4. In case of withholding of facts or intentional false declaration by the Insured Person (Article 1983 30 of the Civil Code).
- 5. In the events set out in Article 1983 35 of the Civil Code.
- 6. In the event of bankruptcy of either Party as provided for in Article 1983-27 and 28 of the Civil Code.
- 7. In the event of Us refusing to reduce the premium in circumstances provided for in Article 1983 29 of the Civil Code.

Whenever a Party purports to cancel the present Contract, he shall give notice thereof to the other party by way of a registered letter, and in cases falling under Article 1983 - 35 of the Civil Code, with avis de reception.

#### Duration of the contract

- (a) Subject to the provisions of paragraph (b), (c) and (d) of the present condition the duration of the contract shall be for the period expressed in the Schedule attached to the present Policy.
- (b) Both Parties shall be at liberty to terminate the contract at any time prior to the expiry date mentioned in the Schedule to the Policy on the party so desiring giving 30 days' notice in writing to that effect to the other party.
- (c) In cases where the Policy covers several risks, it shall be permissible to either Party to terminate by anticipation in the manner set out in paragraph (b) above the contract in respect of any one or more of the several risks.
- (d) In the event of a cancellation by anticipation as provided in paragraphs (b) and (c) above We shall:
- i) when such cancellation is made at the Policyholder's request; subject to no claims made during the Policy Year, adjust the premium on the basis of Us receiving or retaining the customary short term premium.
- ii) when such cancellation is made by Us, refund or retain the premium on a pro-rata basis.

### Duty of full disclosure

Any withholding of facts or intentional false declaration made in bad faith by the Proposed Insured Person shall entail, in accordance with Article 1983-30 of the Mauritius Civil Code, the nullity of the contract, when such withholding or false declaration alters the nature of the risk or makes it appear less hazardous, even though the fact withheld or misrepresented has been without influence on the loss; and in such a case, We shall retain the whole premium paid and shall be entitled to claim all premiums due and demandable.

In the event such withholding or false declaration was not made in bad faith, We shall be entitled:

- a) if the fact is ascertained before the loss, either
- i) to maintain the contract subject to the Insured Person agreeing to pay an increased premium; or ii) to cancel the policy after giving 14 days' notice to that effect to the Insured Person and refunding a proportionate part of the premium paid.
- b) if the fact is ascertained after the loss, to reduce the indemnity payable in the proportion the premium paid bears to the premium which should have been paid.

#### **Dual Insurance**

If at the time when any claim arises under this Policy, there is in existence any other Policy effected by any Insured Person or on behalf of any Insured Person which covers any claim in whole or in part made under this Policy (or which would cover any claim made under this Policy if this Policy did not exist) then We shall not be liable to pay or contribute more than Our ratable proportion of the claim. Claim for medical benefits following an accident or injury shall be made in priority in total to a personal accident policy.

#### Medical Examination

We may require additional information/clarifications during consideration/evaluation of Your Claims. Furthermore, based on the specific nature and circumstances concerning a claim, We may request an informed consent document to be signed by You/the Insured Person to allow/grant Us permission to have an independent Medical Practitioner of Your/the Insured Person's choice from Our panel of Physicians to perform a clinical history and physical examination or medical investigation(s), at no cost to the You/the Insured Person, as a counter examination if such is deemed necessary by Us in relation to:

- 1. the administration of the Your/the Insured Person's claim.
- 2. any claim or potential claim submitted or to be submitted.
- 3. Your/the Insured Person's general state of health whether physical or mental.
- 4. any **Treatment**, surgical operation, medical examination and/or **medical investigation(s) You/**the **Insured Person** have been or will be undergoing.
- 5. any medical condition(s) whether past, present or future
- 6. any temporary or permanent impairment, disability or infirmity whether physical or mental.
- 7. any accident or injury resulting from whether past, present or future.
- 8. any abnormal, hereditary or congenital condition You/ the Insured Person suffer(s) or are likely to suffer.

This condition shall be a condition precedent to liability and to the payment of any claim/benefits and breach of this condition shall result in the loss of the **Insured Person**'s right to be indemnified and shall entitle **Us** to avoid the whole claim.

#### Right to medical information

Should **We** require medical information concerning a claim being assessed for reimbursement, the **insured person** must grant us his/her permission by means of a signed informed consent for authorizing disclosure of confidential medical information (past or present) concerning the **medical condition(s)** pertaining to that claim for which **treatment has been or will be provided** from:

- 1.) The Health Facility (Medical investigation(s) reports, Medical Records, Operative Records, Details of Treatment)
- 2.) The treating **medical Practitioner(s)** and other health care professionals involved in the care of the insured person.

With respect to the claim being considered for reimbursement **We** shall also have the right to access all medical records and to have direct discussions with the **Health Facility** and the treating **medical practitioner(s)**. All information will be treated in strict confidence.

The above provision shall be construed as a condition precedent to liability and to the payment of any claim under any section of the Policy. The breach of such condition precedent by the **Insured Person**, whether wholly or partly, shall entitle **Us** to avoid the whole claim.

When the requested medical information is communicated, or submitted by any of the above persons or entities, any false or misleading statement or intentional withholding of information by any of the above persons or entities, whether ultimately material or not, shall entitle **Us** to repudiate the whole claim.

### Subrogation

As a condition to payment of benefits under this **Policy** for expenses incurred by an **Insured Person** due to **Medical Condition(s)** for which a third party may be liable:

- We shall, to the extent of benefits it has paid, be subrogated to (have the right to pursue) all rights of recovery of Insured Persons against such third party.
- **We** may recover from the Insured Person amounts received by judgment, settlement, or otherwise from such third party or his or her Insurer.

The **Insured Person** (or person authorised by law to represent the **Insured Person** if he or she is not legally capable) shall (at their own expense):

- · execute and deliver any documents that are required; and
- do whatever else is necessary to secure such rights.

#### Territorial limits

Territorial limits of Cover under this Policy are Worldwide excluding USA, Canada, Japan and Singapore.

Treatment overseas will only be considered for Inpatient and Catastrophe covers by the Company if:

- (i) Such treatments are not available in Mauritius;
- (iii) We have been given advance notice of the treatment being sought;
- (iii) We have been provided with all relevant medical reports and medical investigation(s) at least 1 week prior to the treatment being sought; and
- (iv)The **treatment** has been approved in advance by **Us** as being admissible based on medical advice obtained from the **Medical Practitioner(s)** designated by **Us**.

- a) If medical **treatment** is not available in Mauritius, then treatment should be obtained in Reunion Island, South Africa or India. If and only if such medical **treatment** is not available in Reunion Island, South Africa or India then an Overseas **Health Facility** in other countries to which **We** consent in writing may be considered excluding Japan, Singapore, USA and Canada, else payment will be limited to the costs of **treatment** applicable in the cheapest **health facility** of one of these three countries.
- b) If treatment is available in Mauritius but You/the Insured Person opt(s) to be treated abroad or is travelling abroad, then We shall limit payment to the SICOM Tariff Codes and costs of treatment applicable in Mauritius. In this case cost of air tickets and accommodation will not refunded under the policy. You/the Insured person must provide documented proof that the treatment is being performed at a Health Facility by licensed medical practitioner(s) meeting defined criteria in this policy.
- c) No advance payment will be granted for overseas **treatment** to a **health facility** unless an official estimated cost of **treatment** is submitted to **Us** along with the treatment plan duly signed and sealed from the overseas **Health Facility**.
- d) Provided that the **treatment** is performed overseas, as approved by **Us**, **Your**/the **Insured Person's** (undergoing treatment) return air fares in economy class, shall be covered within the limits as described in the **Schedule of Benefits**. Cover will be available for air ticket for **Yourself/the Insured Person** or **Dependent** undergoing **treatment** only. Any other travelling expense including costs in relation to any accompanying person will be excluded.

### Making a Claim

We process Your claims for treatment and medical investigations which are deemed medically necessary by a Physician.

When You wish to process an Inpatient or Daycare claim You should submit the Preauthorisation Form and Discharge Summary Form along with other documentation as required.

For Outpatient claims **You** must submit all relevant Outpatient Claim forms along with receipts for **Us** to process and proceed to reimbursement.

We will provide You with all such Forms upon request. You may refer to these Forms in SICOM Tariff Codes document as well.

#### SECTION E - EXCLUSIONS: WHAT WE DO NOT COVER

### Specific exclusions

The following medical conditions or healthcare expenses are not covered under **Your** health insurance policy. Since these not covered **We** will not pay for these:

- 1. Pre-existing medical condition(s)
- 2. Any **treatment**, detoxification programs, psychological counselling, or psychotherapy/rehabilitation needed (a.) for any **medical condition(s)** (b.) dependency, & (c.) including instances of death, occurring as direct consequence, or related in any way to usage/consumption of Tobacco, electronic cigarettes (e-cigarette) or vaping of any kind, alcohol & Illicit drugs or any psychoactive substance use with addictive potential or dependency.
- 3. Routine podiatry or other foot treatment not resulting from a medical condition(s).
- 4. Care or **treatment** in a nursing home or home for the aged or custodial care meaning care which is primarily for the purpose of assisting the individual in the activities of daily living or in meeting personal rather than medical needs which is not specific **treatment** for a **medical condition(s)** and is not a skilled care.
- 5. Any treatment, not ordered by a physician.
- 6. **Treatment** ordered by a **physician or dental treatments**/services that are not recognized/accepted as **standard of care** with respect to the **medical condition** being addressed.
- 7. Reimbursement for Medical investigation(s) or treatment / preventive health care including vaccination/ immunization at health facilities where such treatments or medical investigation(s) are provided generally/ usually free of charge.
- 8. Expenses reimbursed or reimbursable by another health insurance contract or program.
- 9. Missed medical appointments/missed follow up medical consultations or medical reviews.
- 10. Charges for breast reduction or augmentation and complications arising from these procedures unless indicated for the **treatment** of breast cancer.
- 11. Personal or comfort items such as radio, television, barber or beauty services or supplies.
- 12. **Treatment** required for **medical condition(s)** arising as a result of self-harm, selfinflicted injuries including suicide attempt(s) even if such an occurrence/event was the outcome of psychological or psychiatric **medical condition(s)** or not.
- 13. Any direct involvement or participation in an assault, felony, illegal or unlawful act, including but not limited to Injuries sustained in fights initiated by the Insured Person or his dependent.
- 14. Venereal or other sexually transmitted diseases, including but not limited to causative factors like Human Immunodeficiency Virus (HIV), Hepatitis Viruses, bacteria, pubic lice. However, the following non-viral diseases: syphilis, gonorrhea, chlamydia and trichomoniasis may be covered except for any associated nervous system or any associated organ damage or failure requiring further or long-term treatment depending on **Your** chosen insurance plan. Along the same lines, occupational exposure (e.g., healthcare workers having a **needle stick injury**) or treatment related exposure (e.g., contamination through blood transfusion) to infection with agents known to cause sexually transmitted diseases will be covered as and if stated in **Your** medical insurance plan.
- 15. Charges relating to hypnosis or biofeedback.
- 16. Charges for or related to services, **treatment**, education testing or training related to learning disabilities or development delays including but not limited to Attention Deficit/Hyperactivity Disorder (ADD/ADHD).
- 17. Services and supplies, treatment related to visual therapy or orthoptics.
- 18. Orthotics, including all equipment, devices, foot inserts, arch supports, lifts and corrective shoes.
- 19. Orthomolecular treatment.
- 20. Oculomotor therapy.
- 21. Epidemics and/or pandemics, where a widespread occurrence of an infectious disease as officially recognized and declared by relevant health authorities in a community at a particular time refers to <u>epidemic</u> and an epidemic occurring worldwide, or over a very wide area, crossing international boundaries and usually affecting a large number of people refers to <u>pandemic</u>.
- 22. Emergency Medical Evacuations which imply emergency transportation of an **insured person** by some form of air transportation or other transportation means to a health care facility outside Mauritius or from overseas to Mauritius for a critical **medical condition(s)** unless included in **Your** chosen insurance plan.
- 23. Repatriation of mortal remains which entails transportation of the Insured Person's deceased body back to the home country as well as other formalities associated with such a process.
- 24. Triple/Bart's, Quadruple or Spina Bifida tests, except for women aged 35 or over, **family history of neural tube defects**. Genetic testing, except for DNA tests when directly linked to an eligible amniocentesis, i.e., in the case of women aged 35 or over at highrisk major thalassemia or sickle cell anemia, high risk in triple test, family history of genetic disorder, high risk of down syndrome, previous birth with fetal anomalies.

- 25. Loss, breakage, scratching, repairs or replacement of spectacles, frames, and contact lenses.
- 26. **Medical investigation(s)** performed at any **health facility** as **inpatient** or **daycare** for convenience or observation while these **medical investigations** could be safely carried out as an **outpatient**.
- 27. Allergy testing, defined as any procedure that can be a skin test or a blood test to determine the substances or allergens to which a person may be sensitive and guide its treatment.
- 28. Elective abortions/Termination of pregnancy and complications thereof, except for cases as allowed by criteria set under of Section 235A of Criminal Code (Amendment) Act 2012 of Mauritius and subsequent amendments as applicable.
- 29. All services supplies and **treatment** related to primal therapy, Rolfing, psychodrama, megavitamin therapy, carbon dioxide therapy and bioenergetics therapy.
- All services, supplies and treatment related to cognitive therapy (psychotherapy) both inpatient and outpatient.
- 31. All **treatment** to relieve symptoms commonly associated with any physiologic bodily change/alteration arising from: including but not limited to menopause, puberty, and ageing. This exclusion also applies to all forms of hormone supplementation, hormonal replacement therapy, hormone performance/appearance therapy (e.g. anabolic steroids, human growth hormone, erythropoietin) **unless** such **treatment** is **medically necessary** due to the existence of an associated pathological **medical condition(s)** where the function of the organ/gland is affected by a disease process like tumour or autoimmune process or other non-physiologic of destruction/dysfunction of the cells of the organ/gland causing a hormonal insufficiency or excess.
- 32. Charges for kidney dialysis. However, we shall pay for short-term up to 2(two) weeks kidney dialysis if the dialysis is needed temporarily only for generally reversible sudden/acute kidney failure/acute kidney injury resulting from a medical condition(s) or injury to another part of the Insured Person's body.
- 33. Additional **treatment** charges incurred because of complications caused by a **medical condition(s)** for which **treatment** has been excluded from the insurance.
- All treatment to relieve the symptoms of deafness caused by congenital medical conditions or ageing.
- 35. Health checks including but not limited to routine **medical investigation(s)** for monitoring of existing **medical condition(s)**, where such **medical investigation(s)** have not been prescribed by a Physician.
- 36. **Preventive health** checks meaning screening **medical investigation(s)** with the aim of identifying asymptomatic/silent/occult **medical condition(s)** in the absence of any obvious clinical symptomatology, sign or manifestation, examples include but are not limited to screening for Hepatitis, colorectal cancer, blood pressure, diabetes, breast cancer, cervical cancer, even if they are requested on order of a **physician**.
- 37. Degenerative or Deformative Bone disease including but not limited to Marfan syndrome, osteogenesis imperfecta, osteochondrodysplasias. (except for newborn under congenital benefit)
- 38. Fetal surgery meaning surgical procedure(s) performed on an unborn baby (fetus) in the uterus (in utero)
- 39. **Treatment** and **medical investigation(s)** costs in the USA, Canada, Singapore and Japan or any treatment costs outside of Mauritius that have not been pre-approved by us.
- 40. **Treatment** and **medical investigation(s)** outside the Territorial Limits of cover unless for emergencies and/or authorized by Us.
- 41. **Medical condition(s)** arising from an engagement in professional sports.
- 42. **Medical condition(s)** caused by or related to extreme or hazardous sports and/or hazardous activities which include but are not limited to scuba diving, BASE jumping, hang gliding, race car driving, bungee jumping, parasailing, and off-roading.
- 43. Travelling overseas against medical advice.
- 44. Vaccination, inoculation, immunization, booster preparations and any complications or adverse medical condition(s) arising from their use.
- 45. Dental prosthesis
- 46. Any expense for male or female related to reversal of sterilization; sex change, Changeof-Gender treatments or implantation; or treatment for sexual transformation/sexual reassignment, sexual dysfunctions, or inadequacies.
- 47. Any expense for or related to organ transplant whether for the donor or the recipient including but not limited to medical investigation(s), treatment, medical condition(s) arising out an organ transplant procedure, kidney dialysis, administrative costs.
- 48. **Treatment** for **medical condition(s)** such as conduct disorder, attention deficit hyperactivity disorder, autism spectrum disorder, oppositional defiant disorder, antisocial behaviour, obsessive-compulsive disorder, phobic disorders, attachment disorders, adjustment disorders, eating disorders, personality disorders or treatments that encourage positive social-emotional relationships, such as family therapy, unless indicated otherwise in the Table of Benefits.

- 49. Treatment for any **medical condition(s)** arising directly or indirectly from chemical contamination, radioactivity, or any nuclear material whatsoever, including the combustion of nuclear fuel.
- 50. Pneumoconiosis or other **medical condition(s)** caused by inhalation of asbestos fibers, silica dust, coal mine dust, aluminum, antimony amongst other dusts.
- 51. Medical consultations performed, as well as any **treatments** prescribed, by **You, Your** spouse, parents or children.
- 52. Developmental delay, unless a child has not attained developmental milestones expected for a child of that age, in cognitive or physical development. We do not cover conditions in which a child is slightly or temporarily lagging in development. The developmental delay must have been quantitatively measured by qualified personnel, a **physician** specialized in the field of pediatrics, and documented as a 12-month delay in cognitive and/or physical development.
- 53. Experimental **treatment(s)** or **medical investigation(s)** still considered experimental/undergoing clinical trials or not recognized and not accepted as **standard of care** for the **treatment** of a **medical condition(s)**.
- 54. Any medical condition(s) that may arise due to intentional or unintentional patient nonadherence failure to seek or follow prompt medical advice consequently resulting in a medical condition(s) for which treatment is being necessary.
- 55. **Treatment** of sleep disorders, including insomnia, obstructive sleep apnea, narcolepsy, snoring and bruxism.
- 56. Speech therapy related to developmental delay, dyslexia, dyspraxia or expressive language disorder.
- 57. Infertility **treatment** including medically assisted reproduction or any adverse consequences thereof unless You have a specific benefit for **infertility treatment**.
- 58. **Medical Investigation(s)** into, and **treatment** of, loss of hair and any hair replacement even if the loss of hair is due to cancer **treatment**.
- 59. **Medical Investigation(s)** into, and **treatment** of, obesity.
- 60. **Treatment** for any **medical condition(s)**, as well as instances of death resulting from active participation in war, riots, civil disturbances, terrorism, criminal acts, illegal acts or acts against any foreign hostility, whether war has been declared or not.
- 61. Any **treatment** carried out by a plastic surgeon, whether or not for medical/psychological purposes and any cosmetic or aesthetic **treatment** to enhance Your appearance, even when ordered by a physician. The only exception is reconstructive surgery necessary to restore function or appearance after a disfiguring accident, or as a result of surgery for cancer, if the accident or cancer surgery occurs during Your membership. Such **treatment** to take place within 12 months and whilst the Insured Person is still covered.
- 62. Products that can be purchased without a **physician's** prescription, except where a specific benefit covering these costs appears in the Table of Benefits.
- 63. Products classified as vitamins or minerals (except during pregnancy or to treat **medically necessary**, clinically significant vitamin deficiency syndromes) and supplements including, but not limited to, special infant formula and cosmetic products, even if medically recommended, prescribed by a **physician** or acknowledged as having therapeutic effects. Costs incurred as a result of nutritional or dietary consultations are not covered, unless a specific benefit is included within Your Table of Benefits.
- 64. Minimally invasive technique(s) which is not available for the treatment of a particular **medical condition(s)** in Mauritius, however we will reimburse for the alternative methods/techniques available in Mauritius used to achieve the same therapeutic objective/goal for that particular **medical condition(s)**.
- 65. Alternative medicine practitioner visits/consultations and treatments, including but not limited to: Ayurve-da, Traditional Chinese Medicine, Homeopathy etc., unless included in **Your** benefits as stated in **Your** Policy Schedule under the insurance plan chosen by **You**.
- 66. All claim resulting from the Insured Persons' direct involvement or participation in riot, felony or any illegal or unlawful act.

Additionally, during the first two consecutive Policy Years of operation of insurance cover, the expenses on treatment of the below listed medical condition(s) are not payable (subject to Note below):

- Any types of gastric or duodenal ulcer, except for cancer
- Cataract
- Benign Prostatic Hypertrophy
- Hysterectomy for Menorrhagia or Fibromyoma, Dysfunctional uterine bleeding or treatment of Endometriosis, except for cancer
- Fibromyoma/Fibroids
- · Haemorrhoids, Anal Fistula
- Chronic Anal fissures
- All types of hernia
- Hydrocele, Varicocele
- Congenital disorders or genetic disorders (and thereafter only if included in Your benefits)
- Gout and Rheumatism, Joint Replacement Surgeries
- Inter Vertebral Disc prolapse and Spinal Diseases including spondylitis/spondylosis unless arising from Accident
- Sinusitis and related disorders
- Stones in the urinary and biliary systems, unless for severe acute manifestations.
- Surgery for any skin ailment and surgery on all internal or external tumors/ cysts/ nodules/polyps of any kind, including breast lumps, except for cancer
- Varicose Veins and Varicose Ulcers
- Parkinson's Disease
- Treatment for correction of eyesight due to refractive error recommended by Ophthalmologist for medical reasons with refractive error greater or equal to 7.5

### Note:

If the above medical condition(s) are pre-existing at the time of proposal, they will not be covered even during subsequent period of renewal too.

#### **General Exclusions**

We shall not pay You for claims attributable to the following:

### I. WAR, CIVIL WAR AND TERRORISM EXCLUSION

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence of the loss:

- 1. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, subject to the Passive War clause;
- 2. Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- 3. Mutiny, civil commotion assuming the proportions of or amounting to a popular or military uprising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege;
- 4. Terrorist Activity as defined herein:

#### A. "Terrorist Activity" shall mean any deliberate, unlawful act that:

- 1. is declared by any authorised governmental official to be or to involve terrorism, terrorist activity or acts of terrorism; or
- 2. includes, involves, or is associated with the use or threatened use of force, violence or harm against any person, tangible or intangible property, the environment, or any natural resources, where the act or threatened act is intended, in whole or in part, to

- (a) promote or further any political, ideological, philosophical, racial, ethnic, social or religious cause or objective of the perpetrator or any organization, association or group affiliated with the perpetrator;
- (b) influence, disrupt or interfere with any government related operations, activities or policies;
- (c) intimidate, coerce or frighten the general public or any segment of the general public; or
- (d) disrupt or interfere with a national economy or any segment of a national economy; or
- 3. includes, involves, or is associated with, in whole or in part, any of the following activities, or the threat thereof:
  - (a) hijacking or sabotage of any form of transportation or conveyance, including but not limited to spacecraft, satellite, aircraft, train, vessel, or motor vehicle;
  - (b) hostage taking or kidnapping;
  - (c) the use of any biological or chemical agent, material, device or weapon including biological or chemical contamination as defined herein;
    - For the purpose of (c) "contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.
  - (d) the use of radioactive or nuclear agent, material, device or weapon;
  - (e) the use of any missile, bomb, incendiary device, grenade, explosive or firearm;
  - the interference with or disruption of basic public or commercial services and systems, including but not limited to the following services or systems: electricity, natural gas, power, postal, communications, telecommunications, information, public transportation, water, fuel, sewer or waste disposal;
  - (g) the injuring or assassination of any elected or appointed government official or any government employee;
  - (h) the seizure, blockage, interference with, disruption of, or damage to any government buildings, institutions, functions, events, tangible or intangible property or other assets; or
  - (i) the seizure, blockage, interference with, disruption of, or damage to tunnels, roads, streets, highways, or other places of public transportation or conveyance.
- B Any of the activities listed in Section A (3) above shall be considered Terrorist Activity except where the Insured can conclusively demonstrate to the Insurer that the foregoing activities or threats thereof were motivated solely by personal objectives of the perpetrator that are unrelated, in whole or in part, to any intention to
  - 1) promote or further any political, ideological, philosophical, racial, ethnic, social or religious cause or objective of the perpetrator or any organization, association or group affiliated with the perpetrator;
  - 2) influence, disrupt or interfere with any government related operations, activities or policies;
  - 3) intimidate, coerce or frighten the general public or any segment of the general public; or
  - 4) disrupt or interfere with a national economy or any segment of a national economy.

This clause also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to points (1), (2), (3) and/or (4) above.

If the Insurer alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured.

In the event that any part of this clause is found to be invalid or unforeseeable, the remainder shall remain in full force and effect.

#### II. PASSIVE WAR CLAUSE

This insurance does not cover death or disablement in any way caused or contributed to by war, whether war be declared or not, hostilities or any act of war or civil war when the Insured Person is taking an active part therein.

#### III. AIDS EXCLUSION

This insurance excludes liability arising from any condition directly or indirectly caused by or associated with Human T-Cell Lymphatropic Virus type III (HTLV III) or Lymphadenopathy Associated Virus (LAV) or the mutants, derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome or any syndrome or condition of a similar kind howsoever it may be named.

#### IV. ASBESTOS

This insurance shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity provided that the loss or losses are caused or contributed to by the hazardous nature of asbestos.

#### V. NUCLEAR ENERGY RISKS NMA 1975 (a)

This Policy shall exclude Nuclear Energy Risks.

For all purposes of this Policy Nuclear Energy Risks shall mean <u>all first and/or third party</u> <u>insurances (other than Workers' Compensation and Employers' Liability) in respect of:</u>

- (I) All Property on the site of a nuclear power station.

  Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station.
- (II) All Property, on any site (including but not limited to the sites referred to in (I) above) used or having been used for: a) the generation of nuclear energy or b) the production, use or storage of nuclear material.
- (III) Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association.

The supply of goods and services to any of the sites, described in (I) to (III), above unless such insurances shall exclude the perils of irradiation and contamination by Nuclear Material.

Except as under-noted, Nuclear Energy Risks shall not include:

- (i) Any insurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of Property as described in (I) to (III) above (including contractors' plant and equipment).
- (ii) Any Machinery Breakdown or other Engineering insurance not coming within the scope of (i) above.

Provided always that such insurance shall exclude the perils of irradiation and contamination by Nuclear Material.

However, the above exemption shall not extend to:

- 1. The provision of any insurance whatsoever in respect of:
  - (a) Nuclear Material;
  - (b) Any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or for reactor installations as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and/or Association.
- 2. The provision of any insurance for the under-noted perils:
  - Fire, lightning, explosion;
    - Earthquake;
    - Aircraft and other aerial devices or articles dropped therefrom;
    - Irradiation and radioactive contamination;
    - Any other peril insured by the relevant local Nuclear Insurance Pool and/or Association;

in respect of any other Property not specified in 1 above which directly involves the production, use or storage of Nuclear Material as from the introduction of Nuclear Material into such Property.

#### **Definitions:**

"Nuclear Material" means Nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, either alone or in combination with some other material; and

"Radioactive Products or Waste" means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilisation of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

"Nuclear Installation" means:

- (i) Any Nuclear Reactor:
- (ii) Any factory using nuclear fuel for the production of Nuclear Material, or any factory for the processing of Nuclear Material, including any factory for the reprocessing of irradiated nuclear fuel; and
- (iii) Any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material.

"Nuclear Reactor" means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

"Production, use or storage of Nuclear Material" means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.

"Property" shall mean all land, buildings, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all materials of whatever description whether fixed or not.

"High Radioactivity Zone or Area" means:

- (i) for Nuclear Power Stations and Nuclear Reactors, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store; and
- (ii) for non-reactor Nuclear Installations, any area where the level of radioactivity requires the provision of a biological shield.





# **SICOM General Insurance Ltd**

SICOM Building, Sir Célicourt Antelme Street, Port Louis 11302, Mauritius

> 203 8400 sicomgin@sicom.mu sicom.mu