TITLE I: MISCELLANEOUS

CHAPTER 1 : OBJECT OF THE CONTRACT

The purpose of this contract is to define the different benefits of **Medical,Surgical, Pharmaceutical and Hospitalisation expenses** and the **Assistance** benefits, offered to the Insured and defined in Clauses 11 to 15 below.

It is regulated by the "Book III, Title twelfth, Chapter third of the Code Napoleon (Mauritius)" named hereinafter "the Code" (in so far as it does not infringe the prescriptions of the Article 1983-12, as much as by the General Conditions below, the Subscription Form, the Specific Conditions and the Special Conventions annexed hereto.

CHAPTER II : DEFINITIONS

It is understood by:

POLICYHOLDER	The person or entity paying the premiums.
INSURANCE COMPANY (US)	MAURITIUS UNION ASSURANCE Co LTD.
INSURED (You)	The Beneficiary or Beneficiaries duly designated to these Specific Conditions.
SERIOUS BODILY AFFECTION	Injury or illness whose nature risks to affect the INSURED's life itself or to generate, on the short run, an important aggravation of his health state if appropriate care is not quickly lavished on him.
MEDICAL AUTHORITY	Any person holding a degree in medicine and licensed to practise in the country where the INSURED is.
BENEFICIARY / BENEFICIARIES	The employee and his / her dependent (s) residing in Mauritius and holder(s) of a valid "MEDICAID" health insurance policy, issued by the INSURANCE COMPANY
SPOUSE	Each spouse (husband or wife) in relation to the other.
DEPENDENT	The spouse of the employee and his children residing in Mauritius
EMPLOYEE	Any person, residing in Mauritius and holder of a "MEDICAID" health insurance policy, in the process of validity and issued by the INSURANCE COMPANY, having an employment contract with the POLICYHOLDER.
CHILDREN	Son or daughter of the employee under 18 years or up to age 25 if he/she is a full-time student or enrolled on a professional non-remunerated training placement. It is understood that a child who has attained 18 years old will pay the adult premium.
MEDICAL TEAM	Care structure adapted to each particular case and defined by the Medical Examiner of the ASSISTANCE NETWORK and the general practitioner.
EXCESS	Part of the expenses that remain payable by the INSURED given that (1) excess is applicable per Treatment.
TREATMENT	Medical expenses rendered necessary due to the health state of the patient, so as to cure a disease, provided that the maximum duration for treatment is twenty-one (21) days.

ILLNESS	Any sudden and unpredictable impairment of the INSURED's state of health established by a registered medical authority and which prevents normal vacation to the activities of daily life.
EVENT	An ILLNESS or ACCIDENT, justifying the intervention of the INSURANCE COMPANY.
ASSISTANCE NETWORK	Axa Assistance 6, rue André Gide 92320 Châtillon France +33 1 70 95 94 41
ACCIDENT	Any sudden, unforeseen and fortuitous event, external to the INSURED and independent from his will, constituting the cause of a bodily affection by injury that prevents normal vacation to the daily life's activities.
SURGERY	Intervention or series of therapeutic interventions by bare hand or by the use of instruments performed by a surgeon, necessarily involving an incision.
HOSPITALISATION/ IN-PATIENT	Admission in a hospital rendered necessary due to the state of health of the patient. By "admission", it is understood that in all cases, an admission form is necessarily filled in by the insured before being hospitalised.
SCALE OF COSTS	A series of systematic classification, per unit, in relation to medical expenses such as fees for doctors, anesthesists and clinical costs.

CHAPTER III: TERRITORIAL SCOPE

CLAUSE .1

The benefits are applicable **WORLD-WIDE** (including Mauritius).

CHAPTER IV : PERIOD OF INSURANCE

CLAUSE .2

The benefits of this contract are granted exclusively to you for the time specified in the Special Conditions with a maximum of three hundred and sixty five (365) days.

They take their full effect at noon on the next day of the premium payment or earlier, on the date specified in the Special Conditions.

For benefits acquired outside Mauritius, they operate during holidays, not exceeding sixty-four (64) consecutive days.

However, the benefits covering the costs incurred following an event other than an accident or a pregnancy, do not take effect until at noon on the following day, three (3) months after the inclusion date of a Beneficiary.

For costs incurred as a result of pregnancy, the waiting period is twelve (12) months.

CHAPTER V : GENERAL TERMS AND CONDITIONS

CLAUSE .3 : FORMATION, EFFECT AND DURATION OF THE CONTRACT

The contract is completed as soon as it is signed by the Policyholder and by the INSURANCE COMPANY, which can pursue its execution from this moment.

DURATION	The contract is subscribed for a **maximum duration of three hundred and sixty five (365) consecutive days.**
CESSATION	The benefits of this current policy shall cease as of right: - on the date when the beneficiary reaches the age of **sixty five (65) years**; - for every Beneficiary, starting from the moment when he no longer forms part of the Subscribing Company ; - on the date of termination of the contract; - on the due anniversary of the contract
SUSPENSION OF BENEFITS	The benefits of this policy are suspended in the case of non-payment of the premium or part of the premium, according to the provisions of Article 1983-21, of the Civil Code.

CLAUSE .4 : TERMINATION OF THE CONTRACT

This contract may be terminated under the conditions and terms stipulated below.

A. BY THE POLICYHOLDER OR THE INSURANCE COMPANY

Each year, at least three (3) months before the due date.

On the occasion of the occurrence of events and circumstances mentioned in Article 1983-35 of the Code. The cancellation occurs in the forms provided in the Article 1983-35 of the Code.

B. BY THE INSURANCE COMPANY

- **In the case of non-payment of premiums (Articles 1983-21 to 23 of the code)**
- **In the case of risks aggravation (Article 1983-25 of the code) ;**
- **In case of omission or inaccuracy in the risk statement at the time of subscription or during the contract (Articles 1983-1930 and 31 of the Code) ;**
- **In case of bankruptcy of the Policyholder (Article 1983-28 of the Code).**

C. BY THE POLICYHOLDER

- **In case of premium increase on the due date, in the conditions stipulated in the Clause 5 of the present conventions.**
- **In case of disappearance of aggravating circumstances mentioned in the contract, if we do not grant you premium reduction after being informed by registered letter.**

D. BY THE BODY OF THE CREDITORS OF THE POLICYHOLDER (Article 1983 -28 of the Code).

- **In case of bankruptcy of the Policyholder, the insurance remains in favour of the body of creditors, who become indebted to the INSURANCE COMPANY, for direct premiums due to fall, starting from the opening of bankruptcy proceedings.**

- **The Creditors and the INSURANCE COMPANY nevertheless retain the right to terminate the contract during a period of three (3) months from the opening of bankruptcy proceedings. The portion of premium for the period during which the INSURANCE COMPANY no longer covers the risk, is then restored to the body.**

E. BY RIGHT

- **In case of dissolution of the POLICYHOLDER.**

- **In case of liquidation of his assets or of his judiciary settlement ("receivership").**

- **The contract automatically ceases to have effect on the fourth (4) day at noon, after legal publication pronouncing the dissolution, the liquidation of assets or the judicial settlement ("Receivership").**

- **In the case of armed conflict, civil or foreign war, declared or not in Mauritius.**

- **In case of withdrawal of the official authorisation granted to the INSURANCE COMPANY by competent authorities, the contract shall cease to have effect on the fourth (4) day at noon after the gazetting of the order, declaring the removal.**

F. CONSEQUENCE

In all cases of termination during a period of insurance, the portion of premium concerning the period after the termination, is not gained by the INSURANCE COMPANY. It must be refunded if it is received in advance.

G. TERMINATION DURING A PERIOD OF INSURANCE AND PAYABLE INDEMNITIES

In case of termination of the contract, during a period of insurance, before the expiration of the annual period for the reasons stated in Article 1983-35 or for any other reason, each party shall give a three (3) month notice to the other one, by registered letter addressed to the registered office of the INSURANCE COMPANY or at the home / office of the policyholder, the date of dispatch of the letter, shown on the postmark, being the starting point of notice.

It is also possible for the Policyholder to terminate the contract with immediate effect, but he will then be liable of indemnity, equivalent to three (3) months of premiums. In case the termination occurs within the three (3) remaining months, before the end of an annual period, the Policyholder will be liable for premiums owed till the end of the said annual period.

In the event of premature termination of the contract, the portion of premium corresponding to the period during which the risk has not been accrued and collected in advance by the INSURANCE COMPANY, the Policyholder will be refunded after deduction of any Indemnity or premium payable under the preceding paragraph.

CLAUSE .5 : PREMIUM

The period of insurance and the corresponding premium are fixed by the Special Conditions.

The premium due, may vary from one exercise to the other, according to the loss ratio report of the preceding exercise.

If the INSURANCE COMPANY, happens to modify the rates applicable to the risks covered by this contract, the premium is modified in the same proportion at the due date, following such increase.

In case of premium increase, the insured shall have the right to terminate the contract within fifteen (15) days, following the one wherein he became aware of the premium increase.

This termination shall take effect one (1) month after reception of the registered letter or after the statement made against the receipt to the INSURANCE COMPANY, and the Insured will then be liable for a fraction of the premium, calculated on the basis of the previous premium, on a pro-rata basis of the time elapsed between the date of the last due date and the effective date of termination.

CLAUSE .6 : PAYMENT AND SETTLEMENT OF THE PREMIUM

Premiums are payable by the Policyholder at the Office of the INSURANCE COMPANY, or at its designated agent, within ten (10) days after the due date.

When the Beneficiaries are asked to contribute for the premium, only the Policyholder is liable to the INSURANCE COMPANY, for his payment.

In case of non-payment of the premium, if the services of a lawyer are retained by the INSURANCE COMPANY to recover unpaid premiums, with reference to the Article 1983-21 to 23 of the code, the Policyholder will be liable for a amount not exceeding 10% of the amount due and payable to the lawyer.

CLAUSE .7 : SUBROGATION (Article 1983-50 of the Code)

The INSURANCE COMPANY is subrogated up to the limit of the indemnity paid by him in the rights and actions of the Insured against all those responsible for his injury in the following terms:

The INSURANCE COMPANY, that has paid for the insurance indemnity, is subrogated to the limit of such an indemnity in the rights and actions of the Insured against third parties who have by their acts, caused prejudice which has given rise to the responsibility of the INSURANCE COMPANY.

The INSURANCE COMPANY can be relieved, in total or partly, of its responsibility towards the INSURED when the subrogation cannot take place anymore, because of the INSURED, in favour of the INSURANCE COMPANY.

By derogation from previous dispositions, the INSURANCE COMPANY has no recourse against children, descendants, ancestors, lineal allies, employees, servants or workers, and generally any person who normally lives in the home of the Insured, except in the case of malevolence committed by one of these persons.

CLAUSE .8 : PRESCRIPTION (Articles 1983-37 of the Code)

Any action arising from this contract is prescribed by five (5) years, starting from the event which gives birth to it.

However, this time limit is within:

- **In the case of concealment, omission, false or inaccurate information on the risk incurred, and this on the day the INSURANCE COMPANY becomes aware;**
- **In the case of an EVENT, on the day where the parties concerned become aware of same, and if they are able to prove that such EVENT was unknown to them.**

The prescription of five (5) years applies even against minors, adults under guardianship, and all incapables.

It is interrupted, by one of the ordinary causes of interruption of the prescription and by the appointment of experts following an event. The interruption of the action prescription, can, also, result from sending a registered letter with an acknowledgement receipt, addressed by the INSURANCE COMPANY to the Insured regarding the action for payment of premium and by the Insured to the INSURANCE COMPANY regarding the settlement of the indemnity.

CLAUSE .9 : INDEMNITY SETTLEMENT- OTHER INSURANCES

For benefits defined in Clause 11, the indemnity upon the responsibility of the INSURANCE COMPANY, will be settled by the company in the contractual adjustments in Mauritian rupees and after deduction of excess provided in the Special Conditions, at the Head Office of the Company after receipt of all supporting documents within fifteen (15) working days, after the agreement of the parties or upon reception of the judiciary act that has become enforceable, except in fortuitous cases or acts of god.

For all prescription more than thirty (30) days, the "refund/settlement" will be monthly.

In the other cases of coverage invocation, the responsibility will be directly undertaken by the INSURANCE COMPANY in the contractual adjustments,subject to the provisions of CLAUSES 12-15.

If at the time of the event, one or more contracts applying to the same risks and with the object of covering one of the risks covered are discovered, the present contract will only apply after depletion of the amounts otherwise covered, that is on a complementary basis.

CLAUSE .10 : - ELECTION OF THE HEAD OFFICE OF THE INSURANCE COMPANY(Article 1983-16 of the Code).

The INSURANCE COMPANY, at the headquarters of his company, situated at 4 Léoville L'homme Street, Port Louis, Mauritius, states compliance with the rules of competency resulting from this election.

TITLE II: GUARANTEES AND OBLIGATIONS OF THE INSURANCE COMPANY

CHAPTER VI : MEDICAL AND SURGERY EXPENSES FOR OUT-PATIENT TREAMENTS

CLAUSE .11 : REFUND OF MEDICAL EXPENSES

We take the engagement of settling within the limits stipulated in the Special Conditions and after deduction of the applicable excess, the medical expenses as defined below and incurred by you on medical prescription following:

- An accident or an illness;
- A pregnancy or childbirth;
- Any other ailments which are not excluded.

DEFINITIONS:

It is understood by:

MEDICAL EXPENSES

- The fees of the general practitioner;
- The costs of drugs, tests, medical and out-care treatments.
- The costs of medical transport in the country in which the INSURED is at the moment of the claim;

ANNUAL LIMIT

As stated in the Special Conditions, it represents the maximum limit payable by the INSURER for a given insurance period.

RESPONSIBILITY HANDLING IN THE CASE OF ACCIDENTS:

Overriding every opposite disposition contained in the terms and conditions of this insurance policy, it is hereby agreed that responsibility handling will be provided in accident cases for treatment received in a clinic following an accident only.

This extension is valid only for those who are in possession of their medical card.

The documents required for an urgent admission in a clinic, are as follows:
- The Health card
- The Identity card

All other terms and conditions, remain otherwise unchanged.

SPECIFIC EXCLUSIONS IN THE COVERAGE

Apart from the exclusions provided for in Title V "GENERAL EXCLUSIONS" of the contract, these are not covered:

1. Homeopathic treatments, produced with natural extracts ;

2. The categories of pharmaceutical products listed below are not covered:
- **Cosmetics and herbal teas,**
- **Tonics,**
- **Vitamins and antiseptics, unless if they directly contribute to the healing of the patient.**
- **Products containing paracetamol (Not applicable to Medicaid Prime Care Plus, and, Silver/Gold Care policy)**

3. **The expenses of pharmaceutical treatments for a period exceeding thirty (30) consecutive days, for each medical prescription;**

4. **Rejuvenation and spa treatments as well as the holiday expenses in a convalescent home;**

5. **Selective and / or aesthetic treatment, excluding those made necessary following an accident or an illness covered by an event insurance during the period of coverage;**

6. **Any breast reduction related directly or indirectly to, or, arising from a problem of the locomotor system.**

CHAPTER VII : MEDICAL AND SURGERY EXPENSES FOR IN-PATIENT TREAMENTS

CLAUSE .12 : REFUND OF SURGICAL AND HOSPITALISATION EXPENSES

IN MAURITIUS

We are committing ourselves to refund you within the limits stipulated in the Special Conditions, and after the application of the Scale of Costs and Excess, the applicable rate for a standard and simple room in a clinic, the Surgical, Hospitalisation and Pharmaceutical expenses incurred on medical prescription following **an accident**, **an illness** or a **pregnancy** which is not subject to an exclusion**.**

ABROAD

We guarantee responsibility handling within the limits of the Special conditions, the Surgical, Hospitalisation and Pharmaceutical expenses, incurred on medical prescription, following an accident or an unforeseen illness, subject to you being hospitalised in the conditions provided in Clause 13.

In case of hospitalisation of children under five (5) the ASSURANCE NETWORK will provide an air ticket in economic class to one parent to accompany the child to the place of hospitalisation.

DEFINITION:

It is understood by:

SURGICAL / HOSPITALISATION EXPENSES:

- The fees of the general practitioner and / or surgeon and his assistants;
- The analysis fees preceding the surgical operation, pharmaceutical, analysis and medical treatment expenses related to a hospitalisation;
- The cost of anaesthesia and accessories used during surgical operations;
- The costs of medical transport in the country where the Insured is, at the time of the event occurrence;

PER EVENT:

As defined in the Special Conditions, it represents the maximum lifetime limit that the INSURER will pay for a given EVENT for any given insurance period.

SPECIFIC EXCLUSIONS RELATING TO THE PRESENT BENEFIT

Apart from the exclusions provided for, in Title V "GENERAL EXCLUSIONS" of the contract, these are not covered:

1. **Surgeries performed by any person not having the qualifications required for the type of surgical operation, covered by this event;**

2. **Selective surgeries and / or aesthetic treatment, excluding those made necessary following an accident or an illness covered by an event insurance during the period of coverage;**

3. **Any breast reduction related directly or indirectly to a problem of the locomotor system.**

4. The rejuvenation and spa treatments as well as the accomodation expenses in a convalescent home;

CLAUSE .13: MEDICAL ASSISTANCE AND MEDICALISED TRANSPORTATION

In the case of serious bodily affection, resulting from an accident or an illness WE facilitate, through the NETWORK ASSISTANCE:

IN MAURITIUS
In the case of treatment, which cannot be administered locally, your transfer to the the best-suited hospital in terms of treatment, in LA REUNION or SOUTH AFRICA.

Before his departure, the INSURED and / or the BENEFICIARY concerned, must, **under penalty of lapse, except in fortuitous cases or acts of god**, submit to us a medical report from his general practitioner on his state of health. This report will be reviewed by the medical advisor of the INSURANCE COMPANY and the general practitioner. If it turns out that the treatment can be dispensed in Mauritius, the maximum refund will be subject to the Scale of Costs. The decision of the place of treatment is taken by the general practitioner and the medical advisor, who are solely dictated, by considerations of medical and technical order.

WORLD-WIDE
Your admission to the nearest hospital, closest to the scene of the accident or illness.

Afterwards, as soon as the INSURED's health permits, he/she will be transported free of charge by air to Mauritius. We will limit the "Prise en Charge" to a one-way ticket in economic class.

PARTICULAR DISPOSITIONS

1. **In all cases, the choice of the means of transport and of the destination, is decided by the ASSISTANCE NETWORK practitioner and the general practitioner, and is solely dictated, by considerations of medical and technical order. The transportation means of the Beneficiary will be by regular airline. If it is medically impossible by regular airline, and only in the case of transfer to La Réunion/South Africa, it will be carried out by sanitary airline, if physical conditions authorise it.**

2. **The medical examiner appointed by the ASSISTANCE NETWORK, must have free access to the hospitalised Insured, as well as to his medical records in Mauritius.**

3. **When the medicalised transport is taken care of abroad, its BENEFICIARY is expected to restore the return ticket initially scheduled or its refund.**

4. **In all cases of illness or injury requiring hospitalisation, you must inform the ASSISTANCE NETWORK by latest within five (5) days, under penalty of seeing you claim an indemnity proportionate to the prejudice that this negligence has caused us, except in fortuitous cases or acts of god.**

5. **The practitioners of the ASSISTANCE NETWORK as soon as they are informed:**

   - **inquire about your state;**
   - **consult if necessary the general practitioner, the practitioner who administered the first care to you, and/ or the one who is by your bedside.**
   - **takes by mutual consent the decisions best suitable for your state.**

Your unjustified refusal of these decisions, may result in loss of entitlement to the benefits of the Chapter VII "MEDICAL AND SURGICAL EXPENSES IN CASE OF HOSPITALISATION"

SPECIFIC EXCLUSIONS TO THIS BENEFIT

Apart from the exclusions provided for, in Title V "GENERAL EXCLUSIONS" of the contract, these are not covered:

- **The medicalised transports from convalescent homes, rest homes, hydro-therapeutic cure centres, for the affections that have led to the INSURED's stay in these establishments;**
- **The medical affections whose incidence is predictable, because of the INSURED's medical or surgical history;**

- **The complications of a state of pregnancy, resulting from the INSURED's carelessness or a lack of supervision;**

- **The medical or surgical affections that can be treated without risk on the premises while the transport can represent a major risk;**

CLAUSE .14 : REPATRIATION OF THE BODY IN CASE OF DEATH

Abroad, we will undertake all the formalities to be carried out on the premises and for the immediate payment of the transport expenses of the body, from the place of demise till the place of inhumation in Mauritius, including the payment of the post mortem treatment, laying out and coffin, essential to the transport.

The assignees will have to restore the ticket initially planned for the return of the deceased INSURED, or its refund.

Apart from the exclusions provided for, in Title V "GENERAL EXCLUSIONS"of the contract, these are not covered:

- **The funeral and burial expenses.**

Cover limit:

The exchange value in Mauritian Rupees of 1,500 Euros (one thousand and five hundred euros).

CLAUSE .15: ACCOMODATION AND TRANSPORT EXPENSES FOR TREATMENT ABROAD

1. On the supposition that the general practitioner abroad confirms in writing that the Insured cannot be moved after his hospitalisation and/if he requires medical care before his return to the country,ASSISTANCE NETWORK, will take responsibility for the hotel expenses (room and breakfast exclusively) and the return transport for the Insured from the hotel to the clinic or the Hospital up to a limit of Rs. 10,000 per day with a maximum amount of Rs. 100,000 per event.

2. On the supposition that the general practitioner in Mauritius, confirms in writing that the Insured requires medical interventions/ treatments that cannot be practised in Mauritius, and this is confirmed by the medical advisor of the INSURANCE COMPANY, ASSISTANCE NETWORK, will take responsibility for the hotel expenses (room and breakfast exclusively) and the return transport for the Insured from the hotel to the clinic or the Hospital up to a limit of Rs. 10,000 per day with a maximum amount of Rs. 100,000 per event.

3. It is agreed that:

   (a) The limit of Rs 100,000 mentioned in the two above suppositions, **includes an attendant** if recommended by the general practitioner and approved by the medical advisors of the INSURANCE COMPANY and of ASSISTANCE NETWORK.

   (b) The settlement of the hotel expenses will be made on the quotation of the hotel, which should be submitted by the Insured before his departure.

   (c) When the heath of the Insured warrants that he should be accompanied by a close relative, ASSISTANCE NETWORK provides an airfare return ticket,

CLAUSE .16 : ADVANCE OF MEDICAL, SURGICAL, PHARMACEUTICAL, LEGAL AND HOSPITALISATION EXPENSES

Up to the limit of seven hundred and fifty (750) euros, we advance the medical and surgical expenses, following hospitalisation performed according to the conditions of CLAUSE 13.

In case of hospitalisation of a child under five (5) years, the NETWORK will provide a travelling ticket to one parent in economic class, to accompany the child to the place of hospitalisation.

TITLE III : DUTIES OF THE INSURED

You have to reimburse any intervention started by us, outside the contractual framework of the insurance policy and with the only purpose of making your cure easier or saving your life.

CLAUSE .17: FILING A CLAIM

Whenever the Insured is filing a claim, he/she must submit the following documents or else he/she may not be refunded:

1. **Submit a duly filled claim form, designed for this purpose with the originals of the following documents:**

   The prescription of the doctor, invoices, fees and other expenses incurred.

2. **Transmit to the INSURER the request for reimbursement of expenses incurred by the Beneficiary concerned, not later than three (3) months after the date of the event occurrence. However, if the prescribed treatments would last more than three months, the INSURED must notify the INSURER, to allow it to exercise its control.**

3. **Submit, in the case of « Prise en Charge » for all foreseeable treatment, a medical report to the INSURER detailing the nature of the illness and of the treatment to be administered within a reasonable time limit before the intervention.**

4. **In case of emergency for a «Prise en Charge», the documents required in the clinic are as follows: The medical and identity card.**

NOTE

The INSURER is entitled to require from the Insured or his/her general practitioner, additional information on the treatment prescribed and in particular to produce a medical certificate, relating to the costs incurred. The INSURER also has the option to consider, at its expense, the person being treated by a doctor of its choice. The Beneficiary must submit to this examination; he can however demand the attendance of his general practitioner. These documents will be retained by the INSURER.

CLAUSE .18: MITIGATION OF LOSS IN CASE OF AN EVENT

You must use every means in your power, to stop the damaging effects of the event when it occurs.

TITLE IV: ARBITRATION - LIABILITY OF THE INSURANCE COMPANY

CLAUSE .19: ARBITRATION - LIABILITY OF THE INSURANCE COMPANY

The parties express their intention to formally resolve any dispute, arising in the implementation or interpretation of this contract in accordance with equity and use, rather than by the strict rules of law.

All disputes which can not be resolved amicably, shall be subject to the decision of an arbitrator tribunal, according to the dispositions provided in the UNIQUE TITLE of Arbitration of the "CODE OF CIVIL PROCEDURE (AMENDMENT) ACT 1981"

CLAUSE .20: LIABILITY OF THE INSURANCE COMPANY

The INSURANCE COMPANY and the ASSISTANCE NETWORK, cannot be held responsible for delays or impediments in the implementation of the agreed services in case of: strike, explosion, riot, civil commotion, restriction of free movement, of sabotage, terrorism, civil and foreign war, emission of heatwave, radiation or the effect of blast coming from the fission or fusion of the atom, radioactivity, or of any other unforeseen circumstances or major occurrence.

TITLE V : GENERAL EXCLUSIONS

In addition to the specific exclusions detailed in the benefits wording, the following elements are excluded:

CLAUSE .21

1. **The persons aged less than (1) month or more than sixty-five(65) years old.**
2. **Events which are declared three (3) months or more after the date of the event occurrence.**
3. **The events resulting from the explosion of a device or part of a device destined to explode following the transmutation of the atom nucleus;**
4. **Any other event due to ionizing radiations, to which the victims are exposed, even intermittently, because of and during their usual professional activity;**
5. **The events caused either by a foreign war, or a civil war, or by riots and popular movements, or by acts of terrorism or sabotage. It is up to you to prove that the event does not result from one of these facts.**
6. **The consequence of the participation of the Insured to a competition, demonstration or attempt of record comprising of the use of an aerial, maritime or land motorised vehicle, including the preliminary tests. As far as his participation to rallies is concerned, only those comprising of a speed or regularity tests, as well as preliminary tests are excluded.**
7. **The consequence of the practise of sports as a professional.**
8. **The consequence of the practise of the following activities:**
   mountaineering requiring the use of any equipment, rock-climbing, bob-sleigh, skeleton, potholing, parachuting, ski jump, acrobatic ski, deep-sea diving with the use of autonomous equipment, aerial sports such as gliding, hang-gliding, sail wing with or without motor and every similar devices (namely U.L.M).
9. **The results or direct and indirect consequences of alcohol abuse, alcoholic intoxication, use of drugs, narcotics or sedatives not medically prescribed, and the intake of solvents, a deliberate mistake of the Insured, including suicide and its consequences.**

10. **The consequences of the participation of the Insured in a brawl, an intentional offence, a bet or a challenge.**

11. **The consecutive treatments of a medical or surgical affection prior to the coming into effect of the contract, whatever the seriousness, and in so far as it is still in evolution, convalescence being considered as an integrative part of this evolution.**

12. **Health check-ups (or tests), immunisations, treatment and analysis performed as a precautionary measure.**

13. **Any medicines, prescribed or not, which has no relation to the disease.**

14. **Expenses charged by a non-registered medical practitioner subject to a derogation from our Chief Medical Officer.**

15. **The chronic illnesses, except for their first manifestation, and if they occur after the coming into effect of the coverage or if the Insured was not aware.**

    It is understood that for any surgical treatment relating to a chronic illness, the payable limit will be on a per event basis, subject that a medical report is duly submitted on each renewal and is conclusive.

    Recurrent and long-term illnesses;

    By "recurrent illness", it is understood that all illnesses, which manifests itself more than four(4) times during a period of twelve (12) consecutive months, on the understanding that the four(4) first manifestations are payable.

    By long-term illness, it is understood that all illnesses lasting more than 12 (twelve) months, on the understanding that the limit subscribed will be payable until exhaustion.

16. **All expenses of verification, of the degree of fertility, research, treatment, as well as all medical and/or surgical expenses related to the degree of fertility, for the sterilisation and virility;including semen analysis and hormone-related treatment;**

17. **All medical and / or surgical expenses, related in one way or another to a means of contraception;including the complications that might meet these needs;**

18. **Vasectomy and tubal ligation.**

19. **Any treatment or gynaecological examination related to hormonal imbalance, menopause, osteoporosis, treatment requiring the intake of hormones, vaginal smears and bone densitometry.**

20. **The consequence of all pregnancy state while on trips abroad, except in the first six (6) months, under the condition that it is a distinct and unpredictable complication.**

21. **The Voluntary Interruption of Pregnancy(abortion), not justified due to the state of health of the Insured;**

22. **Any disease, condition or complication related to Acquired Immune Deficiency Syndrome (AIDS), as well as sexually transmitted diseases.**

23. **Consecutive events following an illness occurring during the first three (3) months of coverage for the new Beneficiaries.**

24. **Fees prescribed by a practitioner, resulting from an illness that has been the subject of an exclusion from the Special Conditions.**

25. **The illness and consequences of birth defects or mental retardation.**

26. **Expenses incurred for treatment of any disease or psychological affection, depression, anxiety, dementia and senility.**

27. **The costs of wheelchairs, crutches, contention orthesis, external prostheses,optics, devices related to the investigation and treatment of sleep apnea, nebulisers, blood pressure apparatus, glucose monitors, dialysis**

28. **machines or any equipment or other medical devices;**
Any loss, breakage and abrasion of contact lenses and glasses.

29. **Any treatment against obesity.**

30. **All treatments relating to sleep apnea their associations and consequences, whichever the cause, their consequences and associations**

CLAUSE .22 :

The INSURED cannot claim that his expenses would be undertaken by the INSURER without the latter's formal agreement (by a file number) from the INSURER or that all related documents, justifying all expenses, have been handed to the INSURER.

NOTES