



Short-Term

International Health Plan

POLICY GUIDE
2022 – 2023



Underwritten by



International Health Plan

POLICY GUIDE 2022 – 2023

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1. INTRODUCTION

Welcome to April International Care France. The Short-Term International Health **Plan** is provided by **us** acting on behalf of the **Insurer**. The contract between **you** and **us** includes **your Application Form**, this Policy Guide and **your Certificate** of Insurance. **You** must read this Policy Guide in conjunction with **your Certificate** to ensure that **you** understand the cover **we** are providing and that it meets **your** requirements.

The **Plan** will only pay for eligible **treatment** for the **benefits** shown on **your Certificate** received within the period of cover shown on **your Certificate**. **Benefits** are limited to **reasonable and customary charges** (as determined by **us**) in the area where **treatment** is provided. **Your Plan** provides cover for the **benefits** shown on **your Certificate**, and not necessarily for all the **benefits** defined in this Guide. The **benefits** are fully explained in the **Benefits** Definitions section of this guide. **We** cannot pay any **benefit** if **your Plan** is not in force or the premiums are not paid up to date at the time **you** have **your treatment**.

Your Plan is not intended to provide cover for the **treatment** of medical conditions that are in existence before **your Plan start date**. These are called **Pre-existing Medical Conditions** and are fully explained in the **Plan** Definitions.

Words written in **bold** are important and have a specific meaning relevant to this Policy Guide. These words are clearly explained in the **Plan** and **Benefit** Definitions.

We are committed to providing the highest level of customer service and **we** aim to be clear, fair and accurate in **our** communications with **you**. **You** can contact **us** if **you** need further clarification about **your Plan**, or if **you** would like to inform **us** of any changes in **your** personal circumstances. Please inform **us** if **you** change **your country of residence**, correspondence address or any other important personal information. **We** will do all **we** can to help **you** and **your dependants** when **you** need to use **your Plan**. Please keep this **plan** and **your certificate** in a safe place - **You** may need to refer to it if **you** have to make a **claim**.

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2. ADMINISTRATION OF YOUR PLAN

2.1 ACCESSIBILITY

Upon request **we** can provide Braille, audio or large print versions of the **Plan** and associated documentation. If **you** require an alternative format **you** should contact **us**.

2.2 ELIGIBILITY

The Short-Term International Health Plan (the **Plan**) is designed for individuals of any nationality living, travelling or working outside of their **Home Country** on a temporary basis.

The **Plans** are not available if **you** are living, travelling or working in the USA or Caribbean.

The maximum age **you** can apply for a **Plan** is seventy (70).

If the main applicant is a child under the age of eighteen (18), **we** will charge the young adult premium rate (age eighteen (18) to thirty (30)).

The **Plan** can be purchased for a minimum of one (1) month and a maximum of twelve (12) months. Cover must be purchased in whole months

You may apply for cover on behalf of **your** spouse/partner and/or on behalf of **your** (un) married children (including step-children, foster children and legally adopted children) providing that they are aged less than twenty-four (24) years old.

2.3 PRE-EXISTING MEDICAL CONDITIONS

The **Plan** is not intended to provide cover for medical conditions that have been in existence in the two (2) years immediately prior to the **start date** of **your Plan**. Any medical condition that is already in existence will not be eligible for cover. These are known as **pre-existing medical conditions** and are defined later in this guide.

If **you** purchase a **Plan** of more than three (3) months duration and **you** are aged less than fifty (50) years, **you** will be eligible to purchase the **Pre-existing Condition Cover benefit** for an additional premium. This **benefit** will provide cover for acute episodes of existing medical conditions only whilst outside **your Home Country** and up to the limit shown on **your Certificate**. There is no cover available for the maintenance (regular tests, check-ups, prescription drugs) of the existing medical conditions.

2.4 THE INSURER

The **Insurer** of **your Plan** is XL Insurance Company SE, as displayed on **your Certificate**.

XL Insurance Company SE is a European public limited liability company and is regulated by the Central Bank of Ireland. Registered Office: 8 St. Stephen's Green, Dublin 2 D02 VK30, Ireland. Registered in Ireland Number 641686.

You can check this information on the Central Bank of Ireland's website at www.centralbankie.com, which includes a register of all the firms they regulate.

2.5 YOUR PLAN

You will be covered for the **Plan** and period of cover that **you** have selected on **your Application Form**. **Your dependants** must be covered under the same **Plan** as **you**. Only **benefits** outlined under the **Plan** **you** have selected will be available to **you/your dependants** and will be shown on **your Certificate(s)**.

If **you** have selected and paid the additional premium for the **Out of Area Extension** or **Pre-existing condition Cover Benefit** on **your Application Form**, these will be shown on **your Certificate**. **Dependants** must also be covered for these additional benefits.

You can select the currency of **your Plan**. The **Plan** is available in Pounds Sterling, US Dollars and Euros. The currency selected by **you** will apply to the premium due and **benefit** limits displayed on **your Certificate**.

The **Plan** provides cover on a Worldwide basis, whilst outside **your Home Country**, excluding the USA and the Caribbean. If **you** have purchased a **Plan** of more than three (3) months duration **you** will be eligible to purchase, for an additional premium, the **Out of Area Extension Benefit**. This provides cover in the USA and the Caribbean for a maximum period of thirty (30) days in the **Certificate period** for **accidents** and emergency medical conditions only.

2.6 EXCESSES

An **excess** applies to some **Plan benefits** and these are shown on **your Certificate**.

An **excess** will be the fixed amount of costs to be paid by **you**. Any **excess** will be applied per **claim** and will be stated on **your Certificate**. The **excess** is individually applied to each person named on a **Certificate**. **You** will be reimbursed for eligible **treatment** costs that exceed the **excess** shown on **your Certificate**.

2.7 COMMENCEMENT OF COVER

You/your dependants' cover can start once **we** have accepted **your Application Form** and **your** premium payment has been received by **us**.

Your Start Date will be shown on **your Certificate(s)**. **Your Start Date** must be within thirty (30) days from the date that **you** signed **your Application Form**.

You will receive a **Certificate** for each person named on the **Application Form**.

2.8 PREMIUM PAYMENT

The base currency of the **Plan** is Pounds Sterling. Premiums can be paid in Pounds Sterling, US Dollars or Euros. Premiums must be paid in the currency selected on **your Application Form**.

The premium for the whole duration of your **Plan** must be paid before or on the **Start Date** of the **Plan**.

Premiums can be paid by bank transfer, or by credit/debit card (Visa/MasterCard/American Express). If **you** pay **your** premium by bank transfer, the premium must be submitted to the currency bank account detailed on the **Application Form** that matches the selected currency of **your Plan**. All charges for making a bank transfer must be paid by **you**. **We** will only pay for any charges that occur for receiving the funds into **our** bank account.

Your Plan will start from the day **we** receive the premium payment, or the date specified by **you** on **your Application Form**, provided that the premium is received by **us** before the specified date. If **you** apply for the **Plan** through **our** website, the **Plan** will start on the date the premium transaction is successful or on a future date specified by **you**.

If **your Country of Residence** falls within an area where **we** are required to collect Insurance Premium Tax (IPT) or local government tax, this will be charged in addition to the premium due under **your Plan**.

We will inform **you** prior to the payment due date of **your Plan** if **you** are required to pay Insurance Premium Tax.

If a premium payment transaction is declined by **your** card provider, **we** will advise **you** in writing, by email or telephone. **You** must promptly contact **your** card provider to resolve the issue or provide another method of payment.

2.9 RETURN VISITS TO YOUR HOME COUNTRY

Home Country Cover is available during temporary visits to **your Home Country** except if **your Home Country** is the USA or Caribbean, up to a maximum aggregate of thirty (30) days between two (2) stays in **your Country of Residence**. Cover is only available in the **Home Country** for emergency medical conditions or acute episodes of covered medical conditions.

The **benefits** listed under **Evacuation and Repatriation** in the **Benefit Table** are not available whilst **you** are temporarily in **your Home Country**.

2.10 HOW TO MAKE CHANGES TO YOUR PLAN

	WHAT ACTION YOU WILL NEED TO TAKE	WHAT ACTION WE WILL TAKE
Change to Contact Details	If any of your contact details change, you must provide us with your new contact details as soon as practicably possible.	We will confirm receipt of the changes and update our records
Change in Country of Residence	You must advise us in writing or by email if you will be changing your main Country of Residence and provide us with your new contact details. There are some countries where the Insurer may not be able to provide cover for regulatory or insurance licensing regulations. If the Insurer is unable to continue the contract, they will provide protection for ninety (90) days from the date of change of residence or the end of Certificate period , whichever is sooner, after which the policy will automatically lapse.	We will confirm our acceptance of the change and update our records accordingly.
Permanent Return to Home Country	You must advise us in writing or by email if you will be permanently returning to your Home Country	Cover will be cancelled from the date that you permanently return to your Home Country , or once you have been in your Home Country for a period of thirty (30) consecutive days during a Certificate period . If no claims have been made by you/your dependants during the Certificate period , we will calculate a proportionate refund of the premium paid from the date we cancel cover until the end of the Certificate period . An administration charge of £50/\$75/€65 will be deducted from any refund due to you . If the proportionate refund calculation is less than the administration charge then no refund will be provided. The premium will be refunded using the original method of payment.
Death of a Dependant	Please notify us as soon as practicably possible if a dependant on your Plan dies. You may need to provide us with details related to their death and a copy of the death certificate. If your dependant died outside their Home Country and Repatriation or Local Burial is required, please contact the Assistance Company as soon as practicably possible.	If Repatriation or Local Burial benefit is shown on the Certificate , the Assistance Company will help with making these arrangements. If no claims have been made by you/your dependants during the Certificate period and the Repatriation or Local Burial benefit has not been used, we will calculate a proportionate refund of the premium paid from the date of death until the end of the Certificate period . The premium will be refunded using the original method of payment. If the main applicant dies and dependants are included in the Plan , the Plan will continue until the end of the Certificate Period .
In the Event of your Death	In the event of your death, we will need to be notified as soon as practicably possible by your next of kin or legal representative. Information regarding the circumstances surrounding your death should also be provided and a copy of the death certificate may be required. If you died outside your Home Country and Repatriation or Local Burial is required, the Assistance Company should be contacted as soon as practicably possible.	

2.11 EXTENDING YOUR PLAN

You can apply for an **Extension of Cover** to your Plan, for a maximum period of six (6) months, before your **Expiry Date** if your trip has not finished. Only one (1) **Extension of Cover** will be allowed and it will be subject to the terms and conditions of the Plan and the premiums in force at the time of your **Expiry Date**. The maximum total period of cover allowed under the Plan is eighteen (18) months.

We will send you a reminder by email that your Plan is due to expire. It is your responsibility to contact us if you require an **Extension of Cover**.

You must contact us prior to your **Expiry Date** if you wish to apply for an **Extension of Cover** to your Plan and notify us if there has been any change in your circumstances.

We must receive your full premium including any taxes where applicable for the **Extension of Cover** prior to the **Expiry Date** of your Plan.

You must pay the full premium for the **Extension of Cover** by bank transfer, through our online premium payment facility or by credit/debit card (Visa/MasterCard/American Express). All charges as a result of making a bank transfer must be paid by you. We will only pay for charges that occur for receiving the funds into our bank account.

If you elect to pay your premium using our online renewal payment facility you must do so by using an acceptable credit/debit card (Visa/MasterCard/American Express).

You will receive a **Certificate** of Insurance for each person covered under your Plan once we have received the premium payment for the **Extension of Cover**.

2.12 TERMINATION OR CANCELLATION OF YOUR PLAN

If after purchasing your Plan, your trip is cancelled prior to the **start date** of your Plan and you wish to cancel the cover, you must notify us in writing or by email prior to the **start date**. We will cancel the Plan and provide you with a full refund of the premium paid.

If you wish to cancel your Plan after the **start date**, it may be cancelled during the **Cooling off Period** if you provide notice to us in writing or by email within fourteen (14) days from the **start date**. We will give you a full refund of the premium paid, providing that no claim has been made on your Plan.

If you wish to cancel your Plan after the **cooling off period**, you must notify us of your request to cancel the Plan in writing or by email. We will only cancel the Plan from the date that the request is received by us and cannot accept any request for cancellation dates that are before the receipt date. If no claims have been made by you/your dependants during the **Certificate period**, we will calculate a proportionate refund of the premium paid for the **Certificate period**. An administration charge of £50/\$75/€65 will be deducted from any refund due to you. If the proportionate refund calculation is less than the administration charge, then no refund will be provided.

If you decide to return to your **Home Country** following an approved **Emergency Medical Evacuation**, your Plan will automatically be cancelled after thirty (30) days of returning to your **Home Country**.

We are entitled to cancel your Plan, if there is a valid reason to do so, including for example:

- (i) any failure by you to pay the premium; or
- (ii) a change in risk which means we can no longer provide you with insurance cover; or
- (iii) non-cooperation or failure to supply any information or documentation we request, such as details of a claim;

by giving you fourteen (14) days' notice in writing. Any return of premium due to you will be calculated at a proportional daily rate depending on how long the Plan has been in force unless you have made a claim in which case the full annual premium is due.

2.13 INFORMATION YOU HAVE GIVEN US

In deciding to accept this Plan and in setting the terms including premium we have relied on the information which you have provided to us. You must take care when answering any questions we ask by ensuring that any information provided is accurate and complete.

If we establish that you fraudulently or recklessly provided us with untrue or misleading information we will have the right to:

- (a) treat this Plan as if it never existed;
- (b) decline all claims; and
- (c) retain the premium.

If we establish that you negligently provided us with untrue or misleading information we will have the right to:

- (i) treat this Plan as if it never existed, refuse to pay any claim and return the premium you have paid, if we would not have provided you with cover;
- (ii) treat this Plan as if it had been entered into on different terms from those agreed, if we would have provided you with cover on different terms;
- (iii) reduce the amount we pay on any claim in the proportion that the premium you have paid bears to the premium we would have charged you, if we would have charged you more.

We will notify you in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding claim and (ii) and/or (iii) apply, we will have the right to:

- (1) give you fourteen (14) days' notice that we are terminating this Plan; or
- (2) give you notice that we will treat this Plan and any future claim in accordance with (ii) and/or (iii), in which case you may then give us fourteen (14) days' notice that you are terminating this Plan.

In accordance with Termination or Cancellation of your plan provision.

2.14 FRAUD

If you, or anyone acting for you, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, we:

- (a) will not be liable to pay the claim; and
- (b) may recover from you any sums paid by us to you in respect of the claim; and
- (c) may by notice to you treat this Plan as having been terminated with effect from the time of the fraudulent act.

If we exercise our right under (c) above:

- (i) We shall not be liable to you in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to our liability under this Plan (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- (ii) We need not return any of the premium paid.

3. PLAN DEFINITIONS

ACCIDENT means any sudden and unforeseen event occurring during your **Certificate period**, resulting in bodily injury to you, the cause or one (1) of the causes of which is external to your own body and occurs beyond your control.

APPLICATION FORM is the form that you complete for you/your dependants prior to the **start date** of your Plan.

AREA OF COVER means Worldwide excluding the USA and Caribbean. The Caribbean includes Anguilla, Antigua, Aruba, Bahamas, Barbados, Bermuda, Bonaire, Cayman Islands, Cuba, Curacao, Dominica, Dominican Republic, Grenada, Guadalupe, Haiti, Jamaica, Martinique, Montserrat, Puerto Rico, St Kitts-Nevis, Saba, St Barthelemy, St Lucia, St Martin, St Vincent, Trinidad & Tobago, Turks & Caicos and Virgin Islands.

ASSISTANCE COMPANY is the Company who you must contact to obtain **pre-authorisation** of any **treatment** for **benefits** where this is stated in the **Benefit** Definition. The **Assistance Company** is operational 24 hours a day, 365 days a year.

BENEFIT means any benefit defined under the **Benefit** Definitions section of this guide, shown in the **Benefit** Table and shown on your **Certificate**. Any benefit not shown on your **Certificate** is not covered.

CERTIFICATE is the Certificate of Insurance issued to you and/or your dependants and forms part of the contract between you and us. The **Certificate** should be read in conjunction with this Policy Guide.

CERTIFICATE PERIOD is the period of cover shown on **your Certificate**, unless **your Certificate** was cancelled by **you** or **us** prior to the **expiry date**.

CLAIM means a course of **treatment** to treat a diagnosed medical condition.

COOLING OFF PERIOD means the period of fourteen (14) days from the start of **your Plan**, during which **you** may decide that the **Plan** is not suitable for **your** requirements. If **you** provide notice to **us** in writing or by email that **you** wish to cancel **your Plan** from the **start date**, **we** will give **you** a full refund of the premium paid, provided that no **claim** has been made on **your Plan**.

COUNTRY OF RESIDENCE means the country that **you** have declared on your **Application Form** as the country which will be **your** main residence for the duration of **your Plan**. This is shown on **your Certificate** as the **Country of Residence**. Please inform **us** if **you** change **your** temporary/permanent **Country of Residence**. The **Insurer** may accept the change with or without an amendment to the premium or terms and conditions. If the **Insurer** is unable to continue the contract, they will provide insurance protection for ninety (90) days from the date of change of residence or the end of **Certificate period**, whichever is sooner, after which the policy will automatically lapse.

DENTAL PRACTITIONER means a legally licensed dental practitioner recognised by the law of the country where **treatment** is provided and who in rendering such **treatment**, is practicing within the scope of his/her licensing and training, but does not include **you** or a member of **your** family.

DEPENDANT means **your** spouse or partner, and also **your** (un) married children (including step-children, foster children and legally adopted children) providing that the child is not more than twenty-four (24) years old at the **start date** of the **Plan**.

EXCESS means the portion of costs for which **you/your dependants** are liable for. The **excess** will be applied as specified on the **Certificate**.

EXPIRY DATE means the date that cover under **your Plan** ceases and is shown on **your Certificate**.

EXTENSION OF COVER is an additional period of cover that **you** can apply for prior to **your Expiry Date**. **You** can only apply for one (1) **Extension of Cover** for a maximum period of six (6) months, and the total period of cover available under the **Plan**, including any **Extension of Cover** is eighteen (18) months.

HOME COUNTRY means the country of which **you** hold a passport. Where **you** hold more than one (1) passport the **Home Country** will be taken to mean the nationality which **you** have declared on **your Application Form**. **Your Dependants** will have the same **Home Country** as **you**, irrespective of their nationality.

HOSPITAL is any institution which is legally licensed as a medical or surgical hospital in the country in which it is located and whose main activities are not those of a spa, hydro clinic, sanatorium, nursing home, or home for the aged. It must be under the constant supervision of a resident **Physician**.

INPATIENT means when **you** are admitted to a **Hospital** for a period of not less than twenty-four (24) hours.

INPATIENT CARE means the medical **treatment** provided to **you** when **you** are admitted as a registered **inpatient** in a **Hospital**.

INSURER means the Insurer of **your Plan** and will be shown on **your Certificate**.

OVERALL AGGREGATE LIMIT is the total combined limit of all **benefits** that may be claimed in any one (1) **Certificate period** by **you**, and will be shown on **your Certificate**.

PLAN means the Plan which **you** have selected on **your Application Form** and **you** will be covered for the **Benefits** included in that **Plan** as shown on **your Certificate**.

PHYSICIAN/THERAPIST means a legally licensed medical practitioner/therapist recognised by the law of the country where **treatment** is provided and who, in rendering such **treatment**, is practising within the scope of his/her licensing and training, but not include **you** or a member of **your** family.

PRE-AUTHORISATION means the procedure that **you** must

follow for **treatment** received under the specified **Plan** benefits shown in the **Benefit Table**, and any **claim** that is likely to exceed £1,000/\$1,700/€1,400.

PRE-EXISTING MEDICAL CONDITIONS are any known medical conditions (or related conditions) that have, within a two (2) year period immediately prior to the first **Start Date** of the **Plan**, one (1) or more of the following characteristics:

- > It has been diagnosed.
- > It has needed medical treatment (including drugs, medication that can be purchased without a prescription, special diets, injections or other procedures or investigations).
- > Medical advice has been sought including routine medical examinations and check-ups.
- > Medical advice should have been sought if recognised clinical advice had been followed.
- > It has undiagnosed symptoms, whether recognised or not.

REASONABLE AND CUSTOMARY CHARGES means the charges that would typically be made for the treatment **you** receive in the location where **your treatment** is received. **We** will only pay up to the charges typically made for that **treatment** in that location. If there is any dispute relating to **reasonable and customary charges**, **we** will identify the amount typically charged by obtaining three (3) quotations for the disputed **treatment** and **we** will settle costs based on an average of the three (3) quotations.

START DATE means the date that **your Plan** originally commences.

TREATMENT means medical care and services provided to diagnose, relieve or treat an illness, disease or injury and/or dental care received by a qualified **Physician** or qualified **Dental Practitioner**.

YOU/YOUR means the person whose name appears on the **Certificate**.

US, WE OUR means April International UK Limited, acting on behalf of the **Insurer**. **We** outsource **our** 24 hour assistance service to a specialist organisation who acts on **our/the Insurer's** behalf.

4. BENEFIT DEFINITIONS

ACCIDENT AND EMERGENCY ROOM TREATMENT means **treatment** performed in a **hospital** casualty ward or emergency room immediately following an **Accident** or following the sudden onset of a serious medical condition.

COMPASSIONATE HOME TRAVEL means the cost of a return economy air ticket to **your home country** if a close family member dies during the **Certificate period**. A close family member means **your** spouse/partner, parent, mother-in-law, father-in-law, brother, sister, child (including (un) married child, step-child, foster-child and legally adopted child), grand-child or grandparent.

COMPLEMENTARY THERAPIES means consultations provided to **you** by registered and properly qualified Osteopaths, Chiropractors, Homeopaths and Acupuncturists. The **treatment** must be recommended and ordered by **your Physician**.

DAYCARE TREATMENT means any surgical or medical procedures that **you** receive which are provided on an **outpatient** basis but where **you** require a period of recovery in a **hospital** bed.

DENTAL TREATMENT FOLLOWING AN ACCIDENT is the **treatment** required to restore or replace **your** sound natural teeth lost or damaged in an **Accident** which takes place within ninety (90) days of the **Accident**. This **benefit** does not provide cover for damage to teeth caused by biting or chewing.

EMERGENCY DENTAL TREATMENT means cover for dental inspection to relieve acute dental pain of sound natural teeth and any follow up visits required within ninety (90) days of the initial dental inspection. Cover is only available if **you** have attended for dental inspection and concluded all required **treatment** in the one (1) year period immediately prior to **your start date**, or immediately prior to claiming for this benefit, whichever is the later.

EMERGENCY NON-MEDICAL EVACUATION means the costs of

evacuation by any means of transportation to a place of safety or to **your Home Country** when, in the opinion of the crisis management specialist company, WorldAware, **your** life is in danger as a result of sudden political or civil unrest, or in the event of a natural disaster. A natural disaster is a major adverse event or force of nature that has catastrophic consequences such as earthquake, flood, forest fire, hurricane, tornado, tsunami and volcanic eruption.

EMERGENCY MEDICAL EVACUATION means the medically required expense of emergency transportation and medical care en route to transport **you**, if **you** have a critical medical condition to the nearest **Hospital** where appropriate care and facilities are available, and not necessarily to **your Home Country**. The **Assistance Company** should be contacted to approve and arrange all **Emergency Medical Evacuations**. In dire emergencies in remote or primitive areas where the **Assistance Company** cannot be contacted in advance, the **Emergency Medical Evacuation** must be reported as soon as possible. **We** will pay the transportation costs for one (1) other person to accompany **you** on an **Emergency Medical Evacuation** where **Inpatient Care** is required following **Emergency Medical Evacuation**, or where the **Emergency Medical Evacuation** is for a child who is not more than eighteen (18) years old. If an **Emergency Medical Evacuation** is back to **your Home Country**, **your Plan** will automatically be cancelled after thirty (30) days of returning to **your Home Country**.

EMERGENCY MEDICAL EVACUATION – SUPPLEMENTARY EXPENSES means the accommodation costs of a companion who has accompanied **you** on an approved **Emergency Medical Evacuation** up to the limits shown on **your Certificate** providing that **you** have not been evacuated to **your Home Country**. The costs of a one-way economy air ticket to return **you** and **your** companion back to **your country of residence** or **Home Country** following an approved **Emergency Medical Evacuation** are covered.

EMERGENCY MEDICAL REUNION means the costs paid of a one-way economy air ticket and Hotel accommodation costs for a close family member to join **you** in the country **you** are receiving treatment, following **you** being hospitalised for a period of more than five (5) consecutive days up to the limits shown on **your Certificate**. A close family member means **your** spouse/partner, parent, brother, sister, child (including (un) married child, step-child, foster-child and legally adopted child) or grand-child.

EXTERNAL PROTHESES, MEDICAL AIDS AND DEVICES mean devices or aids that are medically prescribed as part of the recuperation process immediately following **Inpatient Care**, **Daycare Treatment** or **Accident or Emergency Room Services**.

HOME COUNTRY COVER means medical **treatment** received for emergency medical conditions or acute episodes of existing covered medical conditions whilst temporarily visiting **your Home Country** during the **Certificate period**. Cover is available for a maximum period of thirty (30) consecutive days between two (2) stays in **your Country of Residence**.

HOSPITAL SERVICES means all required medical **treatment** provided to **you** by a **Physician** when you are admitted as a registered **inpatient** in a **Hospital** for a period of not less than twenty-four (24) consecutive hours, and only when appropriate diagnostic procedures and/or **treatments** are not available as **outpatient services**. **You** must obtain **pre-authorization** from the **Assistance Company** for this **benefit**. **Hospital services** include **reasonable and customary charges**, in the area where **treatment** is provided, for **hospital** accommodation up to the cost of a private single standard room, intensive care unit accommodation, meal charges, the use of all **hospital** medical facilities, and all medical **treatment** and medical services ordered by a **Physician**.

INPATIENT PSYCHIATRIC TREATMENT means medical **treatment** provided to **you** when **you** are admitted as a registered **inpatient** in a recognised psychiatric unit of a **Hospital**, and the **treatment** is provided by a registered Psychiatrist. **You** must obtain **Pre-authorization** from the **Assistance Company** for this **benefit** and the **benefit** is limited to a maximum of fifteen (15) days per **Certificate period**.

INTERNAL PROTHESES, MEDICAL AIDS AND DEVICES means any implant, medical aid or device which is implanted intra-operatively.

LOCAL ROAD AMBULANCE SERVICES means the costs for medically required transportation to a local **Hospital** for emergency or **Inpatient Care**.

MRI, CT and PET Scans means the cost of magnetic resonance imaging (MRI), computerised tomography (CT) and positron emission tomography (PET) ordered by a treating **Physician**.

OUT OF AREA EXTENSION means additional cover purchased before the **start date** of the **Certificate period** to provide cover for the **treatment** costs resulting from accidents and/or emergency medical conditions whilst travelling to the USA or Caribbean for a maximum period thirty (30) days. Cover is only available for **Plans** that are purchased for a minimum period of three (3) months.

OUTPATIENT SERVICES means medical **treatment** provided to **you** when **you** are not a registered **inpatient** in a **Hospital**, or any other facility for medical care. **Outpatient Services** includes services provided by or ordered by a **Physician** who is licensed as a General Practitioner, Specialist or Consultant, laboratory testing, radiographic and nuclear medicine procedures used to diagnose and treat medical conditions. **Outpatient Services** also includes **Complementary Therapies, Physiotherapy, Prescription Drugs, and MRI, CT and PET Scans**. **Outpatient Services** excludes any costs that are not in respect of an illness, disease or injury. Outpatient home consultations can only be considered if **you** are medically incapable of attending a medical facility and this has been confirmed by **your** treating **physician**. Elective outpatient home consultations will only be reimbursed at the costs of a standard outpatient consultation that takes place at a medical facility, in the location where **treatment** is received.

PHYSIOTHERAPY means treatment provided by a legally licensed Physiotherapist and ordered by a **Physician**. This benefit is limited to the number of sessions as stated on **your Certificate**.

PRE-EXISTING CONDITION COVER means additional cover purchased prior to the **start date** of the **Certificate Period** and an additional premium has been paid to provide cover for acute episodes of existing medical conditions only whilst **you** are outside **your Home Country** and up to the limit shown on **your Certificate**. It does not provide cover for the maintenance (regular tests, check-ups, prescription drugs) of the existing medical conditions. Cover is only available to applicants aged fifty (50) years or under and for policies that are for a minimum period of three (3) months.

PRESCRIPTION DRUGS means medications and medical supplies whose sale and use is legally restricted to the order of a **Physician** and is not available without a **Physician's** prescription. This does not include items that may be purchased without a **Physician's** prescription.

REPATRIATION OR LOCAL BURIAL is the expense of preparation and air transportation of **your** mortal remains from the place of death to **your Home Country**, or the preparation and **Local Burial** or cremation of **your** mortal remains if **you** die outside **your Home Country**. Such arrangements must be made by the **Assistance Company**.

5. BENEFIT TABLE

This table gives a summary of the **benefits** covered by the **Plan**. Please refer to each **Benefit** Definition for a full explanation of the cover provided under each **benefit**.



OVERALL AGGREGATE LIMIT PER CERTIFICATE PERIOD £250,000/\$500,000/€375,000

PRE-AUTHORISATION IS REQUIRED FOR ALL CLAIMS WHERE THE COSTS ARE LIKELY TO EXCEED £1,000/\$1,700/€1,400 AND FOR ALL CLAIMS UNDER BENEFITS MARKED *.



MEDICAL EXPENSES

Hospital Services * > Accommodation & meal charges > All inpatient treatment > Physician fees > Surgeon & Anaesthetist fees > Intensive Care Unit Charges	Full Refund
Accident and Emergency Room Treatment	Full Refund
Inpatient Psychiatric Treatment * Treatment in a hospital psychiatric unit	Full Refund up to a Max fifteen (15) days
Daycare Treatment Where a period of recovery is required in a Hospital bed	Full Refund
Internal Prostheses, Medical Aids and Devices Which are required intra-operatively	Full Refund
Outpatient Services > GP, Specialist & Consultant Fees > Prescription Drugs and Dressings > X-rays, diagnostic & pathology tests, including MRI, CT and PET scans > Physiotherapy – up to five (5) sessions	Up to £5,000/\$10,000/€7,500 £50/\$100/€75 excess per claim#
Complementary Therapies Osteopathy, Chiropractic, Homeopathy, Acupuncture	
External Prostheses, Medical Aids and Devices Which are medically required following Inpatient Treatment, Daycare Treatment or Accident and Emergency Room Treatment	£200/\$400/€300
Dental Treatment Following an Accident To restore or repair sound natural teeth	£500/\$1,000/€750
Emergency Dental Treatment For the immediate relief of dental pain	£200/\$400/€300
Home Country Cover Treatment of emergency medical conditions or acute episodes of existing covered medical conditions whilst on a temporary visit to the Home Country	Up to benefit limits shown above Max thirty (30) days



EVACUATION AND REPATRIATION

Emergency Medical Evacuation * Evacuation costs for acute medical conditions where local medical facilities are inadequate	Full Refund
Emergency Medical Evacuation – Supplementary Expenses * Costs of travel to return to Home Country or Country of Residence Hotel accommodation costs for companion if not returned to Home Country Policy will automatically cancel thirty (30) days after return to Home Country following emergency medical evacuation	Single Economy air ticket up to twelve (12) nights
Emergency Medical Reunion * Costs of travel and Hotel accommodation of a close family member if you are in a hospital for five (5) consecutive days	Single Economy air ticket up to twelve (12) nights
Compassionate Home Travel * Costs of travel to Home Country in the event of the death of a close family member	One (1) return economy air ticket
Repatriation/Local Burial * Where death occurs outside the Home Country	£10,000/\$20,000/€15,000
Local Road Ambulance Services	Full Refund
Emergency Non-Medical Evacuation * Evacuation to a safe location in the event of life-threatening situations resulting from political or civil unrest Evacuation to a safe location in the event of a natural disaster.	Full Refund



ADDITIONAL SERVICES

WORLDWARE	Included
BLOODCARE FOUNDATION	Included
BEST DOCTORS – Second Medical Opinion	Included



OPTIONAL ADD-ON – ADDITIONAL PREMIUM REQUIRED

Out of Area Extension For accidents and emergency conditions only.	£20,000/\$40,000/€30,000 Max thirty (30) days
Pre-Existing Condition Cover For acute episodes of existing conditions (available to applicants purchasing a Plan of at least three (3) months and less than fifty (50) years) additional premium required.	£20,000/\$40,000/€30,000

A claim is considered to be a course of **treatment** per diagnosed medical condition

6. WHAT IS NOT COVERED

The **Plan** does not provide cover for the following services, **treatment**, conditions, activities, and their related expenses and no **claims** will be met for the following:

- > **Pre-Existing Medical Conditions**, except as provided for under **Pre-Existing Condition Cover** and this **benefit** is shown on **your Certificate**.
- > The first 50% of any **claim** for **Hospital Services** and **Inpatient Psychiatric Treatment**, or any **claim** that is likely to exceed £1,000/\$1,700/€1,400 if **Pre-Authorisation** was not sought prior to incurring the costs.
- > All costs for **treatment** in respect of medical expenses incurred after the **expiry date** of the **Certificate**.
- > Any costs incurred in the **USA or Caribbean**, except as defined under **Out of Area Extension** and this **benefit** is shown on **your Certificate**.
- > Services or **treatment** in any long term care facility, spa, hydroclinic, sanatorium, nursing home or home for the aged that is not a **Hospital**.
- > Any costs incurred in **your Home Country**, except as defined under **Home Country Cover**.
- > Any costs relating to home nursing.
- > Routine medical examinations, including annual routine diagnostic, vaccinations, the issue of medical certificates and attestations, and examinations as to suitability for employment or travel.
- > Routine eye and ear examinations, including the cost of spectacles, contact lenses and hearing aids.
- > **Treatment** relating to birth defects and congenital illnesses (including hereditary conditions).
- > Tests and **treatment** relating to infertility and any form of assisted reproduction.
- > **Treatment** of any psychological or psychiatric disorders, and **treatment** (including Prescription Drugs) of anxiety, stress, depression and phobic states, except as defined under **Inpatient Psychiatric Treatment** and this benefit is shown on **your Certificate**.
- > **Treatment**, diagnostic procedures (including sleep study) and **Prescription Drugs** for sleep disorders, including for example sleep apnoea, sleep related breathing problems, snoring or insomnia.
- > All elective **treatment** including procedures and diagnostic tests that are not medically necessary.
- > All elective cosmetic surgery and subsequent complications related to the surgery.
- > Costs resulting from self-inflicted injury, suicide, abuse of alcohol, drug addiction or abuse, and **treatment** of sexually transmitted diseases.
- > Acquired Immune Deficiency Syndrome (AIDS), AIDS-related Complex Syndrome (ARCS) and all diseases caused by and/or related to the virus HIV positive.
- > Costs resulting from racing of any form other than on foot, and all professional sports.
- > **Treatment** by a family member and any autotherapy including **Prescription Drugs**.
- > **Treatment** that is not scientifically recognised, or established practice, or unproven or experimental, as considered by the relevant professional body.
- > **Treatment** and/or disabilities, costs and expenses resulting from participation in war, riots, strikes, lockouts, civil commotion, rebellion, revolution, insurrection, terrorism, military or usurped power or any illegal act, including resultant imprisonment.
- > **Treatment** resulting from the release of weapon(s) of mass destruction (nuclear, chemical or biological) whether such involve(s) an explosive sequence(s) or not.
- > Injury or illness while serving as a member of a police or military force or unit.
- > All costs directly or indirectly caused by or contributed to or arising from:
 - ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- > All expenses of cryopreservation.
- > All expenses of introduction or re-introduction of living cells or living tissue.
- > All organ transplantation costs.
- > Costs in respect of Hormone Replacement Therapy (HRT) related to the **treatment** and symptoms of menopause.
- > **Treatment** for learning difficulties, hyperactivity, attention deficit disorder, speech therapy and developmental, social or behavioural problems.
- > Contraception, sterilisation or any **treatment** of sexual problems (including impotence, whatever the cause).
- > All **treatment** costs as a result of visiting a dietitian, whatever the diagnosis.
- > All costs relating to and including diagnosis of eating disorders.
- > All expenses relating to vitamins, minerals and other supplements, including homeopathic remedies, irrespective of whether these have been prescribed or not.
- > Any costs relating to **treatment** for, or as a result of, obesity, such as slimming aids, drugs, slimming classes or obesity surgery (including gastric bands/sleeves).
- > All costs related to rehabilitation care.
- > All costs relating to the **treatment** of cancer (malignant disease). If **you** are diagnosed with cancer, the **Plan** will pay for the cost of a single economy air ticket to your **Home Country**.
- > All abortions, except where there is an immediate threat to the life of the mother, as certified by a medical practitioner.
- > All costs relating to pregnancy and childbirth.
- > All dental **treatment** except as defined under **Dental Treatment Following an Accident** and **Emergency Dental Treatment** and these **benefits** are shown on **your Certificate**.
- > All elective dentures and elective cosmetic dental **treatment**.
- > The costs of precious metals used in dental **treatment**.
- > All costs relating to night guards.
- > All transportation costs occurred during trips specifically made for the purpose of obtaining medical **treatment** if not part of an approved **Emergency Medical Evacuation**, except as defined under **Local Road Ambulance Services**.
- > All **Emergency Medical Evacuation** costs for which **you** did not obtain **Pre-Authorisation** in advance by the **Assistance Company**, except as defined under **Emergency Medical Evacuation**.
- > Any costs relating to medical **treatment** required as a direct result of not following the medical advice given by a **Physician**.
- > Any **hospital** accommodation costs that are more expensive than a private standard single room as well as personal items such as telephone calls, newspapers, Wi-Fi, guest meals, toiletries or cosmetics.
- > All costs relating to orthotics for example insoles.
- > All costs relating to preventative treatment and medications.
- > All outpatient home consultations except as defined under **outpatient services**.

7. CLAIMS

7.1 HOW TO MAKE A CLAIM

You must provide **us** with written notice, which can be by post or email, of a **claim** as soon as practicably possible after the start of **treatment**. **You** must give **us** notice of a **claim** as soon as practicably possible even when the supporting documentation is not yet available.

You must provide a separate fully completed **claim** form for each medical condition that has been signed by the treating **Physician**. **You** must provide full supporting documentation, original invoices and receipts as soon as practicably possible. **We** will not provide

reimbursement of any invoices/receipts received by **us** which are more than one-hundred and eighty (180) days old.

When **you** receive **treatment** for a condition/**benefit** covered by the **Plan**, **you** are eligible to **claim** from the start of the course of **treatment** until the **treatment** is concluded or until the expiry of **your Certificate**, or the termination of **your Plan**, whichever is earlier. Where a **benefit** is claimed for **treatment** received and **you** subsequently **claim** for a new course of **treatment**, which is not in any way connected with the former **treatment**, the subsequent **claim** will be regarded as a new **claim**.

We will pay up to the limits shown in **your Certificate** for expenses incurred as a direct result of **you** suffering bodily injury, sickness, or disease during the **Certificate period**.

You must contact the Assistance Company to obtain pre-authorisation before any costs are incurred for all claims under the following benefits: Hospital Services (inpatient treatment), Inpatient Psychiatric Treatment, and all benefits listed under Evacuation and Repatriation in the benefit table, and any other claim likely to exceed £1,000/\$1,700/€1,400 in the Certificate period. In the case of an emergency admission to a Hospital, the 24 hour Assistance Company must be notified of your admission as soon as practicably possible.

IF YOU FAIL TO CONTACT THE 24 HOUR ASSISTANCE COMPANY FOR PRE-AUTHORISATION IT WILL RESULT IN YOU BEING RESPONSIBLE FOR 50% OF THE COSTS OF EACH CLAIM.

IF YOU FAIL TO CONTACT THE 24 HOUR ASSISTANCE COMPANY PRIOR TO INCURRING COSTS FOR EMERGENCY MEDICAL EVACUATION CLAIMS YOUR CLAIM WILL NOT BE PAID, WITH THE EXCEPTION OF A DIRE EMERGENCY WHERE THE 24 HOUR ASSISTANCE COMPANY COULD NOT BE CONTACTED IN ADVANCE, BUT WERE INFORMED AS SOON AS PRACTICABLY POSSIBLE AFTER OF THE EVACUATION.

TYPE OF CLAIM	WHAT YOU NEED TO DO	WHAT YOU NEED TO DO
<p>OUTPATIENT AND DENTAL CLAIMS</p> <p>If you receive any medical or dental treatment on an outpatient basis</p>	<p>You must take a claim form with you when you receive medical or dental treatment so that the Physician/Dental Practitioner can complete Section C or D on the claim form. You should complete Sections A, B and E. A separate claim form is required for each medical condition. Please ensure that all questions are fully answered – ticks and dashes will not be accepted and may delay the settlement of your claim. If the claim form is not fully completed we will return it to you. We do not pay for any charges related to the completion of a claim form.</p> <p>The fully completed claim form along with the original invoices and/or receipts should be sent to us at the following address:</p> <p>April International UK Minster House 42 Mincing Lane London, EC3R 7AE United Kingdom</p> <p>If the claim is less than £1,000/\$1,700/€1,400 you can submit the claim form and copies of the invoices and/or receipts by email to:</p> <p>claims@april-international.co.uk</p> <p>You must retain the original documents as we reserve the right to request them.</p> <p>We must receive notification of a claim as soon as practicably possible after the start of treatment. We will not pay any invoices that are more than one-hundred and eighty (180) days old.</p>	<p>Once we have reviewed the documentation provided, we will send to you an Explanation of Benefits and make payment of the covered expenses directly into your chosen bank account. Claims can be settled in any currency that you choose (providing that such currency can be freely purchased by our Bank) and not necessarily in the currency of the bills submitted or the currency of your Plan. On submission of your first claim you must provide us with your full bank account details (including IBAN and SWIFT/BIC where required) so that we can arrange for settlement of your claim. We will apply the exchange rate applicable on the date that we process the claim. If you have an excess on your Plan, this will be deducted from the eligible costs before any reimbursement is made. We will pay for any bank charges incurred in submitting the funds into your account. We will not pay for any charges made by your bank for receiving the funds.</p>

7.1 HOW TO MAKE A CLAIM (CONTINUED)

TYPE OF CLAIM	WHAT YOU NEED TO DO	WHAT YOU NEED TO DO
<p>CLAIMS REQUIRING PRE-AUTHORISATION</p> <p>If your claim is likely to exceed £1,000/\$1,700/€1,400 or if you are claiming for benefit under Hospital Services (inpatient treatment), Inpatient Psychiatric Treatment and all benefits listed under Evacuation and Repatriation in the benefit table</p>	<p>You, or your representative must contact the Assistance Company as soon as practicably possible</p> <p>Telephone +44 (0) 1243 621130</p> <p>Fax: +44 (0) 1243 773169</p> <p>Email: april-international@cegagroup.com</p>	<p>The Assistance Company will contact you or your treating Physician to obtain the required medical information so that they can confirm that the required treatment is covered by your Plan. For any inpatient treatment they will issue a Guarantee of Payment to the provider of your medical care confirming what will be covered by the Plan. The Hospital/Physician will send the medical bills directly to the Assistance Company who will arrange for direct settlement with the Hospital/provider of medical care. If you have an excess or co-insurance on your Plan this will be deducted from the payment made and you will be responsible for paying the costs not covered directly to the Hospital/provider of medical care.</p>
<p>EMERGENCY MEDICAL EVACUATION</p> <p>When you have an emergency, critical or life-threatening medical condition and local medical facilities may not be available to provide the medical treatment required</p>	<p>You must provide them with the following information on the person who will be receiving treatment:</p> <ul style="list-style-type: none"> > Full Name > Date of Birth > Certificate Number > Name and contact details of Treating Physician > Details of the medical condition 	<p>The Assistance Company will contact you or your treating Physician to obtain the required medical information so that they can assess your medical condition and decide if medical evacuation is required, by what means of transportation and where would be the best place for you to receive the required medical treatment. They will make arrangements for transportation to the required medical facility. They will also decide if a medical escort is required. The Assistance Company will settle any costs directly with the airline/evacuation company/provider of medical care.</p>
<p>REPATRIATION OR LOCAL BURIAL</p> <p>If you or your covered dependants die outside your Home Country whilst covered by the Plan</p>	<p>> Details of the Hospital, if the claim is for inpatient treatment.</p> <p>In the event of dire emergencies in remote or primitive areas where the Assistance Company cannot be contacted in advance, an Emergency Medical Evacuation must be reported as soon as practicably possible.</p>	<p>The Assistance Company will ask for medical information in relation to the death and will ask for a copy of the death Certificate. They will also confirm if Repatriation or Local Burial is covered by your Plan and assist with making any arrangements for repatriation of the mortal remains. We will arrange to pay the providers directly up to the limits shown on your Certificate.</p>
<p>EMERGENCY NON-MEDICAL EVACUATION</p> <p>When there is a life threatening situation resulting from political or civil unrest, or your life is in danger as a result of a natural disaster</p>		<p>The Assistance Company will refer your case to WorldAware who will make contact with you to assess your situation. WorldAware will make any appropriate arrangements to move you to a place of safety and we will make settlement directly with them for any costs incurred.</p>
<p>BEST DOCTOR SERVICE</p> <p>If you are receiving medical treatment that is covered by your Plan and you require a second medical opinion on the proposed treatment Plan</p>	<p>Contact Best Doctors directly</p> <p>+44 (0) 203 608 9377</p> <p>You will need to provide your full name, date of birth and Certificate number. This is a completely confidential service and will not have any impact on your Plan.</p>	<p>You will speak to a case handler who will collect all of the relevant information regarding your medical diagnosis. They will ask for your permission to contact your treating Physician and request your medical reports. These reports are then sent to a specialist in the field of your medical condition. The specialist will assess the information and you with their findings in a confidential document that you can present to your treating Physician. We will not receive a copy of the report. If you feel that the treatment they have recommended is the route you would like to take then we will confirm whether the treatment is covered by your Plan.</p>

7.2 DUAL INSURANCE

If at the time of submitting a **claim**, **you** have more than one (1) insurance policy in force, **we** will only pay **your claim** on a proportionate basis if **you** are entitled to reimbursement from any other source in respect of the same bodily injury, sickness, disease, death or expense. The **Insurer** of **your Plan** has the right to make a claim on any other insurance policy that **you** have in force.

7.3 RESOLVING DISPUTES

If there is a difference of medical opinion in respect of any **claim**, this will be settled between two (2) medical experts appointed by the two

(2) sides of the dispute. Any differences of opinion between the two (2) medical experts will be referred to an umpire appointed in writing by the two (2) medical experts at the time of their appointment.

7.4 MEDICAL EXAMINATIONS

We/The Insurer shall have the right and opportunity, through **our** medical representatives, to request that **you** undergo a medical examination whenever and so often as may be required within the duration of any **Claim**.

8. IMPORTANT INFORMATION

8.1 HOW TO COMPLAIN

Our objective is to provide **you** with a high level of service at all times. With the best of intentions **we** have to accept that there may be an occasion where **you** feel that **we** have not met this objective. Should **you** have any questions or concerns about **your Plan**, please follow the procedures below:

	WHAT YOU NEED TO DO	WHAT ACTION WILL BE TAKEN
<p>If you wish to make a formal complaint relating to the administration of your Plan, or this Policy Guide</p>	<p>You should contact April International Care France providing your Name, Certificate Number and full details of your complaint. The contact details are:</p> <p style="text-align: center;">April International Care France 14, rue Gerty, Archimède – 75012 Paris– France Email: complain.expats@april-international.com Post: APRIL International Care France – Service Courrier – 1, rue du Mont – CS 80010 – 81700 Blan – France</p>	<p>We will acknowledge receipt of your question or concern and provide you with a response within two (2) working days. We will tell you what the next steps are if you are dissatisfied with our response. We will provide you with a copy of our complaints procedure in writing.</p>
<p>If you wish to make a formal a complaint relating to a claim under your Plan you may do so at any time</p>	<p>You may refer the complaint to the Complaints Department at XL Catlin Services SE.</p> <p style="text-align: center;">The address is:</p> <p style="text-align: center;">Complaints Department XL Catlin Services SE 8 St Stephens Green Dublin 2 D02 VK30 Ireland E-mail: xlicsecomplaints@axaxl.com Telephone Number: +353 (1) 607 5300</p> <p style="text-align: center;">XL Catlin Services SE acts on behalf of XL Insurance Company SE in the administration of complaints.</p> <p style="text-align: center;">The complaint will be acknowledged, in writing, within 5 (five) business days of it being made.</p> <p style="text-align: center;">XL Insurance Company SE is a European public limited liability company and is regulated by the Central Bank of Ireland.</p> <p style="text-align: center;">Registered Office: 8 St. Stephen's Green, Dublin 2 D02 VK30, Ireland. Registered in Ireland Number 641686.</p> <p style="text-align: center;">You can check this information on the Central Bank of Ireland's website at www.centralbank.ie, which includes a register of all the firms they regulate</p>	<p>The final response will state whether they accept or reject your complaint.</p> <p>Full reasons will be given if your complaint is rejected.</p>
<p>If you are dissatisfied with the outcome</p>	<p>If you remain dissatisfied after the Complaints Department as considered the complaint or a final decision has not been received within forty (40) business days, you may have the right to refer your complaint to the Financial Services and Pensions Ombudsman at:</p> <p style="text-align: center;">Financial Services and Pensions Ombudsman Lincoln House Lincoln Place Dublin 2 D02 VH29 Telephone: +353 1 567 7000 Email: info@fspo.ie</p>	<p>They will review your case and provide you with their final decision..</p>
	<p>The European Commission also provides an on-line dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. The ADR scheme for XL Insurance Company SE is the Financial Services and Pensions Ombudsman, which can be contacted directly using the contact details above. For more information about ODR please visit http://ec.europa.eu/odr.</p>	

8.2 INSURANCE GUARANTEE SCHEMES

Depending upon where in the EEA **you** and/or the insured risk is located, there may be a local scheme that applies. Where a scheme is available in an EEA member state, it may cover only limited types of insurance (e.g compulsory motor cover) although some jurisdictions have wider schemes. If **you** have any questions, please contact **us**.

8.3 GOVERNING LAW AND JURISDICTION

The parties are free to choose the law applicable to this policy. Unless specifically agreed to the contrary the contract of insurance shall be governed by the laws of Ireland and subject to the exclusive jurisdiction of the courts of Ireland.

Unless otherwise agreed the language of this **Plan** shall be English.

The body responsible for regulating APRIL International Care France insurance activities is the Prudential Supervision and Resolution Authority. APRIL International Care France is regulated by the Autorité de Contrôle Prudenciel et de Résolution (Prudential Supervision and Resolution Authority), located at 4 place de Budapest, CS 92459, 75436 Paris Cedex 09, FRANCE.

8.4 DATA PRIVACY

For full information about how we process and protect **your** personal information please refer to **our** Privacy Policy which can be viewed by clicking on the site terms and conditions on **our** website www.april-international.com.

How We Use Your Information

The personal information, provided by **you** (or anyone acting on **your** behalf), is collected by or on **our** behalf and may be used by **us**, **our** employees, agents and service providers acting under **our** instruction for the purposes of insurance administration, underwriting, claims handling, insurance mediation, research or for statistical purposes.

We may process your information for a number of different purposes. For each purpose **we** must have a legal ground for such processing. When the information that **we** process is classed as 'special category data, **we** must have a specific additional legal ground for such processing.

Generally, **we** will rely on the following legal grounds:

- > It is necessary for **us** to process **your** personal information to provide this policy and services related to it. **We** will rely on this for activities such as providing **you** with information about **your** quote, assessing **your** application, managing **your** policy, handling claims and providing other services to **you**.
- > **We** have an appropriate business need to process **your** personal information and such business need does not cause harm to **you**. **We** will rely on this for activities such as maintaining **our** business records, developing, improving our products and services, and providing information about **our** products and services to **you**.
- > **We** have a legal or regulatory obligation to use such personal information.
- > **We** need to use such personal information to establish, exercise or defend **our** legal rights.
- > **You** have provided **your** consent to **our** use of **your** personal information, including special category data.

How we share your information

In order to sell, manage and provide **our** products and services, prevent fraud and comply with legal and regulatory requirements, **we** may need to share your information with the following types of third parties:

- > Insurers, Reinsurers, Regulators and Authorised/Statutory Bodies
- > Fraud prevention agencies
- > Crime prevention agencies, including the police
- > Suppliers carrying out a service on **our** behalf
- > Other insurers, business partners and agents
- > Other companies within the APRIL Group

Marketing

We will not use **your** information or pass it on to any other person for the purposes of marketing further products or services to **you** unless **you** have consented to this.

Fraud Prevention and Detection

In order to prevent or detect fraud and money laundering we may check **your** details with fraud prevention agencies and sanction websites, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision making processes.

We may also conduct credit reference checks in certain circumstances. **You** can find further details in **our** full Privacy Policy explaining how the information held by fraud prevention agencies may be used.

Automated Decisions

We may use automated tools with decision making to assess **your** application for insurance and for claims handling processes. If **you** object to an automated decision, **we** may not be able to offer **you** an insurance quotation.

Contact Us

Please contact **us** if **you** have any questions about our privacy policy or the information we hold about **you**.

8.5 INSURERS FAIR PROCESSING NOTICE

For information about how the **insurers** process **your** personal information, please see their full privacy notice at: <https://axaxl.com/privacy-and-cookies>.

If **you** have questions or concerns regarding the way in which the **Insurers** use **your** personal information, please contact: legalcompliance@axaxl.com.

8.6 RIGHTS OF THIRD PARTIES

A person who is not a party to this **Plan** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Plan** but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

8.7 INSURANCE ACT 1936

All monies which become or may become due and payable by the insurer under this policy shall, in accordance with Section 93 of the Insurance Act 1936, be payable and paid in Ireland.

8.8 STAMP DUTIES CONSOLIDATION ACT 1999

The appropriate stamp duty has been or will be paid in accordance with the provisions of section 5 of the Stamp Duties Consolidation Act 1999.

8.9 SANCTIONS

We shall not be deemed to provide cover and **we** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

8.10 CYBER RISKS

Any **benefits** for bodily injury or illness caused by or arising out of a Cyber Act or a Cyber Incident are payable, subject to the terms, conditions, limitations and exclusions of this policy.

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

Cyber Incident means:

- > any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
- > any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.



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