



## POLICY WORDING

This policy document is only valid when issued in conjunction with a Regency for Expats Health Insurance Certificate of Insurance, and provided the required insurance premium has been paid.

The purpose of this insurance policy is to provide cover for losses arising as a result of medical expenses that occur during the period of cover.

The cover is subject to certain limits, excesses and co-insurance as set out in the table of benefits. The cover provided is subject to certain terms, definitions, conditions and exclusions as outlined within this document.

Please take the time to entirely read and fully understand the content of this document including the table of benefits and the policy wording terms, conditions, exclusions and definitions and details of how to make a claim; if there is any element of these that you don't understand or that require clarification, please contact Regency for Expats directly.

### 'Cooling-Off' Period

Please read the whole brochure entirely and fully understand the terms and conditions, definitions and exclusions of this policy. If for any reason you feel that this cover or this policy is not suitable for you, the policyholder can cancel your policy and receive a full refund of any premiums paid, less any applicable administration charge determined by us at that time. In order to receive a refund you must contact Regency for Expats and submit all required documents including completed Cancellation Form within 14 days of the purchase of this policy and not have made or attempted to make a claim.



**DEFINITIONS**



**CONDITIONS**



**EXCLUSIONS**



**HOW TO MAKE A CLAIM**



**CONTACT  
REGENCY FOR EXPATS**



# POLICY WORDING DEFINITIONS



The following words and phrases have specific meanings, and are defined as follows:

**Accident:** An unexpected, unforeseen and involuntary external event resulting in injury to a member and occurring whilst this policy is in force.

**Act of Terrorism:** An act, as determined by us, including but not limited to, the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone, on behalf of, or in conjunction with any organisation(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons, including the intention to influence any government and/or to put the public or any section of the public in fear.

**Acute:** A medical condition which is brief, has a definite end point, and which we, on advice or general advice, determine can be cured by treatment.

**Advice:** Any consultation from a medical practitioner or specialist, including the issue of any prescriptions or repeat prescriptions.

**Alternative Therapies Treatment:** Treatment of a medical condition by homeopathy, naturopathy, osteopathy, acupuncture and traditional Chinese medicine only. Benefit amounts are per policy year.

**Annual Medical Check-ups:** Medical tests/screenings that are conducted by a medical practitioner without any clinical symptoms being present.

**Appliances:** Devices, implants and equipment when used as an integral part of a surgical procedure administered by a medical practitioner or specialist.

**Benefits:** The insurance cover provided by this policy and any applicable endorsements shown in a member's certificate of insurance.

**Bodily Injury:** An injury that is caused solely by an accident and results in the member's dismemberment, disablement or other physical injury.

**Certificate of Insurance:** A schedule that provides members with information regarding the plan and benefit options elected by the policyholder, and lists those members, including any dependants, covered by the plan.

**Chronic:** A disease, illness or injury that has at least one of the following characteristics:

- It continues indefinitely and has no known cure;
- It comes back or is likely to come back;
- It is permanent;

- Members need to be rehabilitated or specially trained to cope with it;
- It needs long-term monitoring, consultations, checkups, examinations, tests, or medication;
- Is described as chronic by a medical doctor; or
- Is generally medically accepted to be a chronic condition.

**Chronic Conditions Benefit:** Routine drugs and dressings for the treatment of a chronic medical condition.

**Co-insurance:** The percentage of eligible expenses that the insured person or policyholder is responsible for paying, as detailed on the Certificate of Insurance. The remaining balance of eligible costs will be settled by us, subject to the limits, terms, conditions, exclusions and warranties of the policy. Co-insurance applies to each claim unless otherwise stated and does not reduce or eliminate the insured person's obligation to pay any applicable excess, deductible or amounts exceeding the policy limits. Where a specific co-insurance rate is stated under a particular benefit in the Table of Benefits, that rate shall apply. If more than one co-insurance rate applies to a claim, the higher rate shall prevail.

**Commencement Date:** The date shown on the certificate of insurance on which the policy came into effect.

**Conflict/Civil Unrest:** Any war, invasion, acts of foreign enemy hostilities (whether or not war is declared), civil war, rebellion, revolution, insurrection or military or usurped power, mutiny, riot, strike, martial law or state of siege or attempted overthrow of government or any act of terrorism.

**Congenital Anomaly:** Any genetic, physical or (bio)chemical defect, disease or malformation which existed at or before birth, and which may or may not be obvious at birth.

**Country(ies) of Nationality:** The country (or countries) for which members hold a valid passport(s).

**Country of Residence:** The country in which members habitually reside (for a period of no less than six months per period of cover) at the time this policy is first taken out or at each subsequent renewal date.

**Cover:** Benefits provided to the member's policy as listed in the certificate of insurance.

**Date of Entry:** The date on which a member was included under this policy without any break in cover.

**Day Patient:** A member who is admitted to a hospital bed but does not stay overnight.

**Death Benefit:** Life Insurance payment to the next of kin or estate following the death of the insured person.

**Deductible:** An amount that we may deduct from our reimbursement to you when making a claim for treatment received outside the direct settlement network, and which is equivalent to any co-insurance that would normally be the responsibility of the member.

**Dental Practitioner:** A person who is licensed by the relevant licensing authority to practice dentistry in the country where dental treatment is given.



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**Dependants:** One spouse or adult partner and/or unmarried children who are not more than 18 years old and residing with the member, or 26 years old if in full-time education, at the date of entry or any subsequent renewal date. The term partner shall mean husband, wife or the person permanently living with the member in a similar relationship. All dependants must be named in the certificate of insurance.

**Direct Family Member:** Spouse, child, parent or sibling.

**Direct Settlement:** When your bill is settled directly by us either because the provider is contracted to our direct settlement network or because we have received and agreed to make a onetime direct settlement.

Please Note - Where members receive treatment for a medical condition that is not covered within the terms of the policy, the member remains liable for the costs of such treatment, which must be settled in full upon request.

Failure to act accordingly will result in the suspension or cancellation of your cover, without refund of premium.

**Drugs and Dressings:** Essential drugs, dressings and medicines prescribed by a medical practitioner or specialist and which are not available without prescription.

**Elective:** Planned treatment that is medically necessary, but which is not required in an emergency.

**Emergency:** A sudden, serious and unforeseen acute medical condition or injury requiring immediate medical care.

**Emergency Assistance:** Access to telephone assistance provided by Regency for Expats for the administration of covered benefits in the event of an emergency.

**Emergency Dental:** Treatment on natural sound teeth following an accident and received in an emergency room for the immediate relief of pain only.

**Emergency Room Treatment:** Treatment received in an emergency room of a hospital within 24 hours following a medical emergency.

**Evacuation and Repatriation:** Where treatment is not available at the place of the incident, the costs incurred in moving a member from the place of incident to the nearest country with appropriate medical facilities, as determined by the attending medical practitioner or specialist in conjunction with our medical advisors. All airline tickets are limited to economy class.

**Excess:** The amount payable by a member in respect of expenses incurred before any benefits are paid under the policy, as specified in their certificate of insurance.

**Expatriate:** Any persons living or working outside their country of citizenship, for a period exceeding six months per period of cover.

**Eye Test:** Examination of eyes to test visual acuity, pupil function and extra ocular muscle motility by an optometrist.

**General Advice:** Advice from our appointed medical expert to establish medical practice and/or established medical opinion in relation to any medical condition or treatment.

**General Nursing Care:** Care given by the nursing staff of a hospital not including a private nurse.

**GP Consultation Fees:** General Practitioner Consultation and examination fees.

**Hazardous Activity:** An action, activity or undertaking which customarily demonstrates at least one of the following characteristics:

- The activity ordinarily requires safety training or a safety briefing;
- It is generally accepted or advisable for safety equipment and/or protective clothing to be used during the activity;
- The activity is ordinarily facilitated or supervised by an instructor, licensed practitioner or by a person holding themselves out as an expert;
- The member is ordinarily required to sign a document or waiver which acknowledges safety risks in completing the activity;
- The member knowingly participates in an activity that they do not have sufficient skill or knowledge to undertake; or
- The activity carries a risk of danger or injury which a reasonable person would identify as greater than routine daily tasks.

The following hazardous activities are specifically excluded from cover:

- Playing competitive sports and/or taking part in motor sports of any kind;

- Mountaineering, including potholing, spelunking or caving;
- High altitude trekking over 2,500 meters;
- Skiing off-piste or any other winter sports activity carried out off-piste; or
- Arctic or Antarctic expeditions.

#### **Hazardous Working Environment:**

A working environment which includes, but is not limited to, an environment in which workers, employees, visitors or any person on site are required to:

- Undertake a safety briefing;
- Work with, or be exposed to chemicals, hazardous, corrosive or irritant substances;
- Wear personal protective equipment as a mandatory requirement;
- Work offshore or underwater;
- Undertake operational handling training in order to attend any working site or environment.

**Hereditary:** A disease or disorder that is inherited genetically.

**Hijacking:** Detainment on a means of public transport due to it being hijacked by persons using violence or threat of violence.

**Hospice:** A facility that provides palliative treatment and does not provide a cure.

**Hospital:** An establishment that is legally licensed as a medical or surgical hospital under the laws of the country in which it is situated.

**Hospital Cash Benefit:** Where treatment is received in a state or charitable hospital and no claim is submitted under this policy for re-imburement providing that the medical condition is eligible under the policy.



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**Hostage Negotiations:** Professional negotiations with kidnappers in the event of members being taken hostage but not including the payment of any ransoms or provision of any items or undertakings connected with the negotiations or outcome or potential outcome of the negotiations.

**Imaging and Lab Tests:** Diagnostic procedures performed by a medical practitioner to determine the cause of medical symptoms.

**Inpatient:** A member who stays in a hospital bed and is admitted for one or more nights solely to receive treatment.

**Inpatient Cover:** Treatment received by an insured person when admitted to a hospital bed for an overnight stay of one or more nights.

**Intensive Care:** Standard accommodation and food provided in an intensive care unit of a hospital including general nursing care.

**Local National:** Any persons living or working in their country of citizenship, for a period exceeding six months per period of cover.

**Local Ambulance to Hospital:** Road vehicle used for transportation to hospital in the event of a medical emergency.

**Major Dental:** Treatment of teeth including fillings and extractions only.

**Medical Condition:** Any injury, illness or disease, including psychiatric illness.

**Medical Practitioner:** A person who has attained primary degrees in medicine or surgery by attending a medical school recognised by the World Health Organisation and who is licensed by the relevant authority to practice medicine in the country where the treatment is given.

**Medically Necessary:** A medical service, consultation or treatment, which in the opinion of our medical advisor(s) meets all of the following criteria:

- i) is appropriate and consistent with the diagnosis;
- ii) is in accordance with treatment guidelines for any condition;
- iii) is in accordance with generally accepted medical standards and not primarily for the convenience or desire of the member;
- iv) could not have been omitted without resulting in significant impairment or grievous loss of amenity to the member; and
- v) does not incur more costs than an alternative course of treatment at least as likely to result in an equivalent therapeutic or diagnostic result.

**Member / Insured Person / You / Your:** The policyholder and/or the dependants named on the policy schedule or certificate of insurance, and upon the death of the policyholder, the next of kin, estate, or nominated beneficiary relating solely to the death benefit or any previously submitted claims.

**Mugging:** Where treatment is received in a hospital as a result of an act of attacking and robbing a member in a public place.

**New Born:** A baby who is within the first 32 weeks of its life following delivery.

**Oncology Cover:** Specialist consultation fees, diagnostics, surgery, radio-therapy and chemotherapy relating to cancer and its diagnosis.

**Organ Transplant Cover:** The replacement of vital organs (including bone marrow) as a consequence of an underlying medical condition.

**Outpatient:** A member who receives treatment at a recognised medical facility, but is not admitted to a hospital bed as an inpatient or day patient.

**Outpatient Cover:** Treatment received without admission to a hospital bed.

**Outpatient Surgical:** Minor surgical procedures carried out by a medical practitioner.

**Overall Plan Limit per year:** The most we will pay for each insured person in any period of cover.

**Palliative Treatment:** Any treatment given, on advice or general advice, for the purpose of offering temporary relief of symptoms. Palliative treatment is not given to treat the underlying medical condition causing the symptoms. For the purposes of this policy, palliative treatment will include renal dialysis.

**Parental Accommodation:** One added bed in the hospital room for a parent to stay with their child whilst admitted into hospital for an injury or an illness covered by this policy.

**Period of Cover:** The period of cover set out in the certificate of insurance. This will be a 12 month period starting from the date of entry or any subsequent renewal date, as applicable.

**Personal Coaching:** Telephone access to personal coaches provided by Regency for Expats.

**Physiotherapy:** Treatment received within 3 months of an injury or illness by a physiotherapist upon referral by a medical practitioner. Benefit amounts are per policy year.

**Plan Limit:** The maximum amount payable for each insured person in any period of cover.

**Policy:** The health insurance policy, our contract of insurance with the policyholder providing cover as detailed in the policy documentation.

**Policy Documentation:** The set of policy documents that form a contractual agreement between us and the policyholder.

These documents include any application forms, the certificate of insurance, table of benefits and policy wording terms, conditions and exclusions, and any other supporting documentation.

**Policyholder:** The person named as policyholder in the policy schedule or certificate of insurance.

**Post-hospitalisation:** Treatment received within 2 months of an injury or illness that required admission into hospital as an inpatient.



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**Pre-hospitalisation:** Treatment and diagnosis received within 2 months of an injury or illness that required admission into hospital as an inpatient.

**Prescribed Medication:** Drugs and medicines prescribed by a medical practitioner.

**Private Room:** Single occupancy accommodation in a hospital but not including VIP suites.

**Provider:** A provider who is legally licensed to supply treatment in the country in which it is provided.

**Provider Network:** A supplier of treatment participating in the direct settlement network.

**Psychology Counselling:** Telephone access to qualified psychologists and counsellors provided by Regency for Expats.

**Qualified Nurse:** A qualified nurse whose name is currently on any register or roll of nurses, maintained by any Statutory Nursing Registration Body within the country in which he/she is resident.

**Reasonable and Customary Charges:** The average amount charged in respect of valid services or treatment costs, as determined by our experience in any particular country, area or region.

**Rehabilitation Cover:** Assisting a member who, following a medical condition,

requires physical therapy and assistance in independent living to restore them, as much as medically necessary or practically able, to the position in which they were in prior to such medical condition occurring.

**Related Condition:** Any injuries, illnesses or diseases are related conditions if we, on general advice, determine that one is a result of the other or if each is a result of the same injury, illness or disease.

**Renewal Date:** The anniversary of the commencement date of the policy.

**Room and Board:** Hospital accommodation and food provided by a hospital as standard.

**Routine Dental:** Routine examinations of teeth including check-ups, x-rays, cleaning and polishing.

**Semi-Private Room:** Dual occupancy accommodation in a private hospital.

**Sound Natural Teeth:** Teeth that were stable, functional, free from decay and advanced periodontal disease, and in good repair at the time of the accident.

**Specialist:** A registered medical practitioner who currently holds a substantive consultant appointment in that specialty, which is recognised as such by the statutory bodies of the relevant country.

**Specialist Consultation Fees:** Consultation with a specialist upon referral by a medical practitioner.

**State Medical Facility:** A hospital funded and operated by the government of a state.

**Table of Benefits:** The schedule of benefits included within each level of cover and corresponding with the cover level as stated on the certificate of insurance.

**Terrorism:** Treatment received for physical injury as a result of violence and intimidation in the pursuit of political aims.

**Treatment:** Surgical, medical or other procedures, the sole purpose of which is the cure or relief of a medical condition.

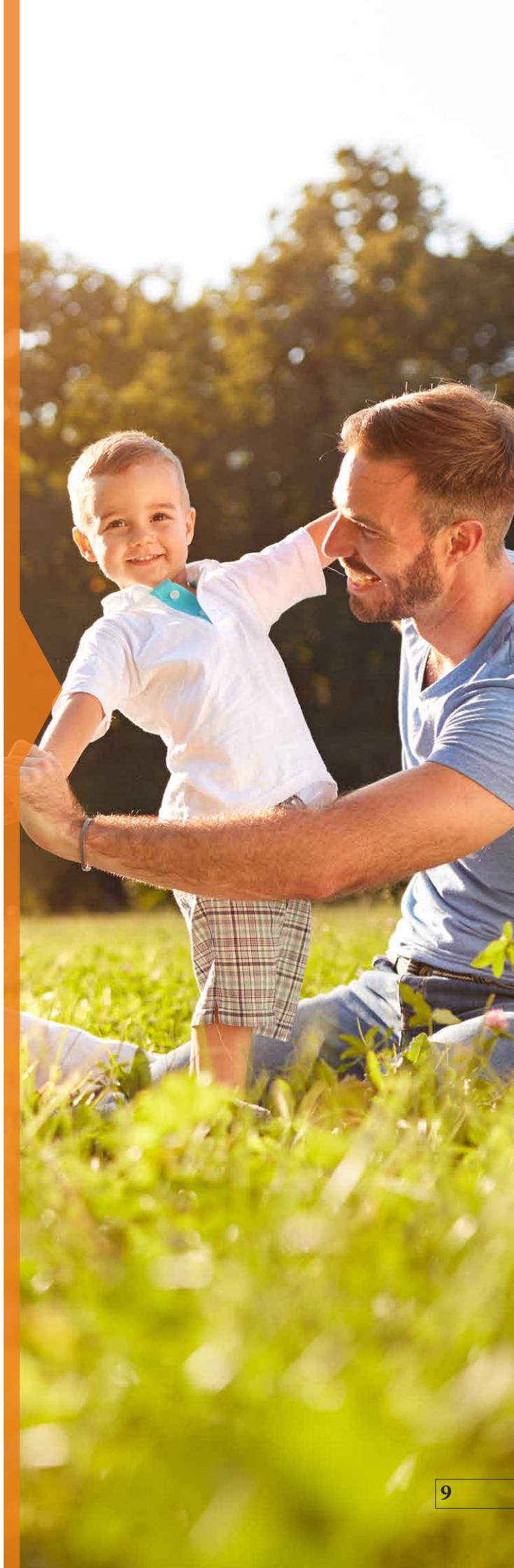
**Underwriters:** The carrier of risk and payer of benefits as indicated in the policy documentation and certificate of insurance.

**Vaccinations:** Vaccinations and immunisations that are directly related to overseas travel requirements.

**Waiting Period:** Period of time from the commencement date where coverage will not apply.

**Ward:** Communal accommodation in a hospital where the patient is sharing the room with two or more other patients.

**We/Our/Us:** Shall mean Regency for Expats, a trading name of Regency Assurance.





# POLICY WORDING CONDITIONS



The following conditions apply to all sections of this insurance:

## Policy

This insurance contract consists of the application form and the policy documentation, including the certificate of insurance, table of benefits, policy wording and any applicable endorsements. The rights of the policyholder, beneficiary, or any insured member will not be affected by any provision other than the one described above. Your policy documentation may be issued in soft copy only, which does not in any manner affect the validity or enforceability of any term, condition, definition, exclusion or warranty therein.

## Language

This policy is written in English. This policy may only be completed and interpreted in English and all other information and communications relating to this policy will also be in English.

## Tax

We reserve the right to reflect any changes in insurance premium tax or other government levies as may be imposed upon us.

## Eligibility for Cover

New applicants will be eligible for cover up until the age of 70.

## Termination of Cover

Cover may end if:

i) You exhaust the maximum annual aggregate benefit under the plan;

ii) You fail to reimburse us within 14 days of receipt of notice that we have made payment for an ineligible claim;  
iii) You fail to pay any due premiums on or prior to the time they are due. Outstanding premiums are considered a material breach of the policy; or  
iv) You breach any part of the policy.

## Cover

We will pay the insurance benefits (specific benefits will not exceed the corresponding payment limit and the total amount of benefits will not exceed the mutually agreed maximum insured amount of the policy) as follows: all costs incurred must be medically necessary and subject to reasonable and customary charges.

The insurance contract will provide cover for treatment given during the current period of cover.

## Period of Cover

Your plan is in force for the period of cover noted in your certificate of insurance subject to our rights of termination of cover. Cover does not begin until payment has been received and verified by us. In the event a future agreement is reached between the policyholder and us, you will be bound by the terms and conditions of any new agreement agreed between the parties. The policyholder or insured person bears the responsibility to enter into any new agreement with us. We accept no liability for the failure of a policyholder to enter into a new agreement.

### **Certificate of Insurance**

We will provide a Certificate of Insurance documenting the insured members benefitting from cover under this policy.

### **Contribution**

If you or any dependant named on your policy are entitled or eligible to claim from any other insurance policy, third party or scheme for any of the costs, charges or fees for which you are insured under this contract, you must disclose the same to us immediately and use all endeavours to seek recovery from any other such means of redress.

We will make no contribution to any treatment costs, claim or other losses if any such detriment is fully or partly recovered or recoverable by any other such means of redress referred to within this section.

In respect of any excess beyond the amount which would have been covered under such other means, if our plan covers a higher amount, we shall pay the amount not covered by them subject to the terms, conditions, definitions, exclusions and warranties of this policy.

We are under no obligation to pay or adjudicate any claim under this policy unless and until the eligibility and applicability of any other insurance, claim or means of redress referred to within this section has been established and confirmed.

### **Change of Risk**

The policyholder or insured person must inform us as soon as reasonably possible of any material changes that affects information given in connection with the application for cover under this policy. We reserve the right to alter the policy terms or cancel cover for an insured person following a change of risk.

### **Declaration of Material Facts**

All material facts that may affect our assessment and consideration of an application or claim should be declared at the earliest opportunity by the policyholder. A fact, whether disclosed by you or identified by us, is considered material if it would influence the assessment of risk attributable to the policy, or liability to the Insurer. Such examples include but are not limited to pre-existing health conditions, medical records, hazardous activities or being exposed to heightened risks over and above routine day-to-day dangers.

Failure to accurately and promptly provide fair and reasonable representation of facts may invalidate your cover, or lead to the cancellation of your policy and/or rejection of claims. If you are in doubt whether a fact is material then it should be disclosed.

### **Break in Cover**

Where there is a break in cover, for whatever reason, we reserve the right to reapply exclusion clause 1 in respect of pre-existing medical conditions.

### **Claim Adjudication**

All claims must be submitted in full as soon as is reasonably practical and no later than 2 months after the event which causes the claim. Failure to do so may result in our rejection of the claim or may result in you not receiving the full amount claimed for.

If we think that the evidence of the claim submission and the information provided is incomplete, then you will be informed promptly of the required supplementary information.

The onus of proving the eligibility of any claim under this policy rests with you. No claim shall be eligible unless and until sufficient evidence is disclosed to facilitate the comprehensive adjudication of the claim and to establish eligibility. The absence of specific evidence or information to establish the ineligibility of a claim shall not automatically render a claim eligible.



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Where any underlying cause and/or diagnosis is unknown or has not been established, we reserve the right to delay or pause the adjudication of a claim until such time as the cause and/or diagnosis is known and ratified by us.

We will not pay any interest on any amount payable under this policy.

If any representation, claim, or disclosure made under this policy is in any respect fraudulent, unfounded, or not made in good faith, all benefits paid and/or payable in relation to any claim shall be forfeited and recoverable. In addition, all cover in respect of the insured person(s) may be cancelled void from the date of entry. We reserve the right to disclose information to any third party, including any legal, regulatory, or other relevant authority.

You must provide all the information needed to deal with any claim as determined by us.

Where the policy includes a co-insurance endorsement, or requires the insured member to pay for medical expenses, treatment, diagnostic or other procedures prior to submitting your claim, you must provide proof of full payment before we are obliged to reimburse any eligible costs. Failure to provide any information required shall result in the rejection of the claim. Regency will not cover any claim which is determined to be ineligible in accordance with the terms, conditions, definitions, exclusions and warranties of this policy.

### **Dispute Resolution**

In the event of any dispute over a claim or costs, you agree to follow the Regency for Expats dispute resolution process.

If that doesn't resolve the dispute, then both Regency for Expats and you agree that any

dispute arising under or in relation to this contract of insurance, final resolution shall be conducted through online arbitration administered by an arbitration provider as determined by Regency for Expats. The arbitration award shall be a New York Convention award. No arbitration proceedings will be valid unless and until the Regency for Expats dispute resolution process has been followed and concluded.

### **Applicable Law**

The law applicable to this policy shall be construed exclusively according to the laws of Nevis.

### **Right to Recover**

This policy constitutes an agreement between Regency for Expats and you to provide insurance coverage for a 12-month period. Regency for Expats agrees to provide insurance coverage in accordance with the terms, conditions, definitions, and exclusions outlined within this brochure and the certificate of insurance. You agree to make all premium payments in full and in accordance with the frequency outlined within the certificate of insurance. In the event of any non-payment of the insurance premium, Regency for Expats reserves the right to seek recovery of any premium owed during any current or previous period of coverage.

It is your responsibility to ensure any premium payments are received by Regency for Expats on or before their due date. We are under no obligation to provide warnings of any missed payments, and in the event of such non-payment of premium shall be entitled to lapse the policy without further recourse to you.

In the event a member's policy is cancelled or lapses due to non-payment of premium and the member subsequently commences a new policy with Regency for Expats,

any outstanding premium payment from a previous policy shall be considered an outstanding debt owed to us. As creditor, we reserve the right to withhold or apportion payment of any future claims made under the member's existing policy until any such debt is settled.

### **Payment of Claims on Periodic Policies**

In the event you pay the insurance premium on a periodic basis and make a claim under the terms and conditions of this policy, any and all remaining premium payments for the 12-month policy duration will constitute a debt owed to Regency for Expats which will be recoverable in the event of non-payment of any instalment. Regency may, at our discretion, elect to offset any outstanding premium against eligible claim payments.

### **Subrogation**

The policy shall be subrogated to all rights of recovery that insured persons have against any other party with respect to any payment made by that party to insured persons due to any injury, illness or medical condition insured persons sustain to the full extent of the benefits provided or to be provided by the policy. If insured persons receive any payment from any other party or from any other insurance cover as a result of an injury, illness or medical condition, we have the right to recover from, and be reimbursed by them, for all amounts we have paid and will pay as a result of that injury, illness or medical condition, from such payment, up to and including the full amount received.

We shall be entitled to full reimbursement from any other party's payments, even if such payment will result in a recovery that is insufficient to fully compensate the insured person in part or in whole for the damages sustained.

Insured persons are required to fully cooperate with us in our efforts to recover

any payments made including any legal proceedings that we may conduct and proceed with on their behalf at our sole discretion. Insured persons are required to notify us within 30 days of the date when any notice is given to any party, including an insurance company or lawyer, of the insured person's intention to pursue or investigate a claim to recover damages or obtain compensation due to injury, illness or medical condition sustained by the insured person.

Other than with our written consent, insured persons have no entitlement to admit liability for any eventuality or give promise of any undertaking that is binding upon them. In the event that any claim or dispute is made in respect of this subrogation or any part thereof, including, but not limited to, any right of recovery provision which is ambiguous or questions arise concerning the meaning or intent of any of its terms, we shall for the avoidance of doubt have the sole authority and discretion to resolve all disputes regarding the interpretation of this provision.

### **Membership Applications**

We maintain the right to ask you to provide proof of age and/or a declaration of health of any person included in your application. We reserve the right to apply additional options, exclusions or premium increases to reflect any circumstances the insured person advises in their application form or declares to us as a material fact.

You must tell us if you know about anything which may affect our decision to accept your insurance.

### **Medical Evaluation and Investigation**

We reserve the right to request further tests and/or evaluation.

You must give us all the information needed to deal with any claim as determined by us and you will be responsible for the costs involved in doing so.



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All information needed to deal with any claim must be written in English. You will be responsible for any costs involved in translating any documents.

You must give us permission to obtain any reports, records, or other documentation relevant to the claim as determined by us.

You must attend and engage in any examinations, investigations, interviews, or appointments as determined necessary by us. Any failure to attend or engage in such appointments, failure to provide, or delays in the provision of any requested information, shall render a claim ineligible.

If an insured person dies, we have the right to ask for a post mortem examination.

### **Waiver**

Any deviation from the specific terms, conditions, exclusions and warranties of the policy by us at any time shall not constitute a waiver of our right to implement, rely or insist upon compliance with such provisions at any other time. This includes but is not limited to the payment of premiums or benefits. This shall apply irrespective of the context of any such waiver of any right under the policy, including repeat circumstances.

### **Mental Capacity**

If the policyholder is unable to make decisions due to mental incapacity, a legal representative, such as a power of attorney, may act on their behalf. Appropriate documentation proving the representative's authority must be submitted to us. In the event of diminished mental capacity, the policyholder may designate a power of attorney or other authorised representative to manage their policy. All relevant documentation must be provided to verify

the representative's authority. Regency bears no responsibility for any decision related to any nominated beneficiary or assignee under this policy including but not limited to any decision to nominate additional beneficiaries or otherwise remove, amend or alter the beneficiaries of this policy. For the avoidance of doubt Regency bears no responsibility to establish mental capacity at the time any changes are made and is not responsible for determining whether any such changes are suitable.

### **Notice After the Event**

If, after the inception of your policy, Regency discovers, or is made aware of any misrepresentation, fraud, misconduct, any violation of the terms and conditions of the policy by you or on your behalf (including providing false, inaccurate, or misleading information), or if the policy is found to be used for illegal activities or purposes that violate legal or ethical standards, Regency reserves the right to cancel your policy immediately.

### **Our Right of Cancellation**

In the event of any non-payment of premium by the policyholder, we shall be entitled to cancel the policy and any related cover/plan. We may, at our discretion, reinstate cover if the full premium is subsequently paid, though terms of cover may be subject to variation.

We may at any time terminate a member's cover if he/she or the policyholder has at any time:

- i) Misled us by misstatement;
- ii) Claimed benefits for any purpose other than as are provided for under this policy;
- iii) Agreed to any attempt by a third party to obtain an unreasonable pecuniary advantage to our detriment; or
- iv) Otherwise failed to observe the terms and conditions of this policy or failed to act with good faith.

**Liability**

Our liability shall cease immediately, and such cessation shall apply retroactively upon the non-payment of any premium, or cessation of the policy for whatever reason, including without limitation the natural expiry of the policy or termination of the policy.

**Minimising Loss**

You must take all reasonable steps to avoid or reduce any loss which may mean you have to make a claim under this insurance.

**Undue Influence**

We reserve the right to cancel the policy, reject or invalidate any claim submitted thereunder, or impose any other sanction deemed necessary in the event that the policyholder, insured persons or any of their representatives, use threatening, coercive, abusive, harassing or intimidating or damaging action, behaviour or communications as determined by us. We reserve the right to recover any unpaid premium in the event of cancellation owing to any of the above actions, or recover any costs or losses incurred. This provision shall survive the termination of the policy.

**Alterations or Adjustments**

We reserve the right to alter or discontinue the benefits, terms, conditions, definitions, exclusions, warranties, or premiums of your policy at each renewal date. It is your responsibility to ensure that you have read and fully understand the terms, conditions, definitions, and exclusions of your policy. Your decision to renew your policy shall constitute your acceptance that you have received, reviewed, understand, and agree to all terms, conditions, exclusions, and warranties contained within your policy for each period of cover and accept to be bound by the same.

**Parties to the Contract**

The only parties to this contract are the policyholder and us. The policyholder accepts the full terms, conditions, definitions and exclusions of the policy on behalf of all insured members.

It is the sole responsibility of the policyholder to ensure that all insured members covered under this health insurance policy are explicitly informed and made aware of the terms, conditions, definitions, and exclusions stipulated in this policy, and the policyholder agrees to ensure that such insured members act in accordance with such terms and conditions at all times.

By becoming an insured member of this policy, you hereby agree to be bound by the terms, conditions, definitions, exclusions and warranties of the policy.

In the event of any failure by the policyholder to provide insured members with such information, or in the event of any policyholder failure to promptly notify insured members of any changes or updates to the policy terms, conditions, definitions, or exclusions, or in the event of any breach of this policy by the policyholder, the policyholder shall be solely liable for any resulting consequences.

In the event of any failure by the policyholder to fulfil their responsibilities as outlined in this clause, any insured members hereby acknowledge and agree that their recourse for any losses, damages, or denied claims shall be against the policyholder and not the insurer. The insurer shall bear no liability or responsibility for any failure by the policyholder to inform or comply with the terms and conditions of this policy.

This clause shall be binding upon the policyholder and all insured members.



# POLICY WORDING EXCLUSIONS



General exclusions apply to all sections of this insurance.

We will not cover the following:

- 1.** Any claim relating directly or indirectly to any medical condition or related condition that existed prior to the date of entry. Conditions for which you have received treatment, had symptoms of, had knowledge existed or should have known existed, or you sought advice for or existed without your knowledge prior to your date of entry (preexisting medical condition) will not be covered.
- 2.** Any claim relating directly or indirectly to an incident, injury or illness that existed at or before the time you purchased this insurance or at or before the time this insurance policy was taken out.
- 3.** Chronic supportive treatment of renal failure, including dialysis unless the Chronic Conditions benefit is part of your plan.
- 4.** Any costs relating to a chronic medical condition unless the Chronic Conditions benefit is part of your plan.
- 5.** Any costs relating to cancer and its diagnosis unless the oncology benefit is part of your plan. All eligible claims relating to cancer are settled within oncology benefits, and only where they appear on your benefits schedule.
- 6.** Treatment, tests or costs which we determine on general advice, is either experimental, unproven, novel, unlicensed or not medically necessary.
- 7.** Treatment received on an inpatient basis where it is available on an outpatient basis or customary to be received as an outpatient. The consideration for this may only be on the basis of medical necessity relating to the specific treatment being carried out.
- 8.** Treatment for a terminal illness or any costs incurred from a hospice.
- 9.** Costs incurred or treatment received at an institution such as a convalescent or nursing home.
- 10.** Any claim relating directly or indirectly to a congenital anomaly or conditions, birth injuries, birth defects or any hereditary medical conditions of any kind.

- 11.** Preventive medicines, and routine tests and physical examinations by a medical practitioner, including gynaecological investigations unless they appear on your benefits schedule. Normal hearing tests are excluded.
- 12.** Non-medical / natural degenerative eye defects, including, but not limited to, myopia, presbyopia and astigmatism and any corrective surgery for non-medical/ natural degenerative sight defects. Normal eye tests are excluded unless they appear on your benefits schedule.
- 13.** Costs of spectacles, lenses, contact lenses or any corrective eye devices.
- 14.** Rehabilitation benefits unless they appear on your benefits schedule.
- 15.** Physiotherapy benefits unless they appear on your benefits schedule.
- 16.** Treatment received in health spas, nature cure clinics, spas, or similar establishments. Services such as massages, hydrotherapy, Reiki, or other non-medical treatments.
- 17.** Cost incurred while in or relating to a private room of a medical facility unless they appear on your benefits schedule.
- 18.** Treatment given at establishments or a hospital where that facility has become the member's home or permanent abode, or where costs are incurred wholly or partly for domestic reasons, or any care, tests or costs which are purely for the maintenance of a condition, or life, where there is no reasonable likelihood of material improvement as determined by General Advice.
- 19.** Costs relating to aesthetic clinics, cosmetic treatment or corrective treatment or any consequence thereof.
- 20.** Costs relating to weight loss or weight problems including, but not limited to bariatric procedures, obesity surgery or treatment, diet pills or supplements, health club memberships, diet programs and treatment in a residential treatment facility for eating disorders. Any complications arising from weight loss or other excluded procedures are not covered.
- 21.** Alternative therapies unless they appear on your benefits schedule.
- 22.** Any costs relating to organ transplants are excluded unless they appear on your benefits schedule.
- 23.** Costs incurred in connection with locating a replacement organ or any costs incurred for removal of the organ from the donor, transportation costs of the same and all associated administration costs.
- 24.** Any claim relating directly or indirectly to pregnancy, pregnancy terminations, pregnancy complications, antenatal classes or midwifery costs, delivery costs, postnatal costs or any medical conditions relating to pregnancy or childbirth.
- 25.** Costs relating to premature birth or neo-natal care, new-born or well-baby visits including but not limited to developmental assessments, examinations, testing, treatment or care.
- 26.** Treatment, tests, or any other costs relating to impotence, sexual dysfunction, or any related condition or consequence thereof.



## POLICY WORDING EXCLUSIONS

- 27.** Costs directly or indirectly arising from (or required in connection with) male and female birth control, sterilization (or its reversal). Infertility/fertility consultations, testing and treatment (including assisted conception) is excluded. Any complications of pregnancy and routine pregnancy costs resulting from infertility treatment (including assisted conception) are excluded.
- 28.** Treatment, tests or costs associated with a sex change and any consequence thereof.
- 29.** Any costs relating to human papillomavirus, venereal disease or any sexually transmitted diseases or related condition.
- 30.** Treatment, tests or costs relating to Human Immunodeficiency Virus (HIV) or HIV related illness, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related complex (ARC) or any similar infections, illnesses, injuries or medical conditions relating directly or indirectly to these conditions.
- 31.** Costs in respect of a counselor, psychiatrist, psychotherapist or psychologist unless they appear on your benefits schedule.
- 32.** Treatment, tests or costs relating to learning difficulties, hyper-activity, attention deficit disorder, speech therapy and developmental, social or behavioural problems.
- 33.** Any claim relating to alcohol, alcoholism, drug or substance abuse or any addictive condition of any kind and any injury or illness arising directly or indirectly from such abuse, addiction or use.
- 34.** Any claim relating to suicide or attempted suicide, bodily injury or illness, which is wilfully self-inflicted or due to negligent or reckless behaviour.
- 35.** Any claim relating directly or indirectly to the member acting or attempting to act illegally, or being a participant or wilful bystander during the committing of, any offence.
- 36.** Costs incurred while an inmate of a prison, jail or any correctional facility or while in any mental institution.
- 37.** Costs and expenses incurred where a member has travelled against general advice or medical advice.
- 38.** Evacuation expenses unless they appear on your benefits schedule. Air rescue, sea rescue or mountain rescue costs.
- 39.** Travel and accommodation costs unless specifically agreed by us in writing prior to travel. No travel and accommodation costs are payable where treatment is obtained solely as an outpatient, including the costs of a hired car. Transportation costs from a ship, oil-rig platform or similar oil-shore location are not covered.
- 40.** Treatment, tests or costs related to sleep related disorders (including but not limited to snoring, fatigue and jet lag), stress, anxiety, or any related condition.
- 41.** Dietary supplements or nutritional supplements and related substances

that can be purchased with or without prescription, including, but not limited to, vitamins, minerals, organic substances, and infant formula given orally.

**42.** Home visits by a medical practitioner, specialist or qualified nurse unless specifically agreed by us in writing prior to consultation.

**43.** External prostheses, including their maintenance or fitting, any hearing aids or other equipment, medical or otherwise.

**44.** Any claim relating to a Hazardous Activity, unless declared to and accepted by us prior to the policy commencing.

**45.** Any claim arising as a result of your use of any two-wheeled motor vehicle unless:

1) As a passenger you wear a crash helmet and the driver has passed a practical motorcycle driving test, and holds a full motorcycle license which permits them to drive an unrestricted two-wheeled motor vehicle, and motor vehicle insurance coverage including benefits for personal injury has been arranged for you and is valid for and at the time of the accident; or

2) As a driver you wear a crash helmet, have passed a practical motorcycle driving test, you hold a full motorcycle license which permits you to drive an unrestricted two-wheeled motor vehicle, and motor vehicle insurance coverage including benefits for personal injury has been arranged and is valid for and at the time of the accident.

**46.** Any claim arising as a result of you participating in motor racing, rally or vehicle racing of any kind.

**47.** Any claim relating to manual labour, industrial works, or a Hazardous Working Environment.

**48.** Any claim arising as a result of you failing to get the inoculations and vaccinations that you are reasonably required to receive.

**49.** Any claim arising from you acting in a way which goes against the general advice or advice of a medical practitioner.

**50.** Any costs for the following:

1) Telephone calls;

2) Taxi fares;

3) Food and drink (unless these form part of your hospital costs if you are kept as an inpatient).

**51.** Self-treatment, or treatment provided by a direct family member. This includes, but is not limited to, prescribed medication, diagnostic tests and surgical procedures.

**52.** All benefits are excluded unless they appear on your benefits schedule.

**53.** Any claim relating directly or indirectly to conflict/civil unrest or act of terrorism unless they appear on your benefits schedule.

**54.** Services which have not been recommended and prescribed by your attending physician or specialist.

**55.** Any consequential loss.



## POLICY WORDING EXCLUSIONS

- 56.** Costs incurred as a result of ionizing radiation, radioactive contamination, chemical contamination or nuclear contamination of any kind.
- 57.** Costs incurred outside your geographical area of cover as stated on your certificate of insurance.
- 58.** Costs incurred outside the period of cover or in any period in which the appropriate premium has not been paid.
- 59.** Any excess, deductible or co-insurance for each benefit per condition per year.
- 60.** Any second or subsequent medical opinions from a medical practitioner or specialist for the same medical condition unless agreed in writing by us.
- 61.** Expenses which are recoverable from a third party.
- 62.** Treatment, tests or costs relating to genetics; including but not limited to genetic testing, gene therapy, gene manipulation, genetic engineering or any action, treatment or assessment relating to the alteration of genes.
- 63.** Treatment, test or costs for, or arising from, deafness caused by ageing.
- 64.** Costs relating to loss of hair and or any hair replacement.
- 65.** Any costs relating to ear or body piercing or tattooing.
- 66.** Costs incurred for the completion of any claim forms or the provision of any documents or reports needed to adjudicate a claim.
- 67.** Costs relating to cryopreservation, implantation or reimplantation of living cells or living tissue.
- 68.** Vaccinations or inoculations unless they appear on your benefits schedule.
- 69.** Costs incurred due to complications caused by an illness, disease, injury, treatment, or procedure for which cover is excluded or limited within the policy.
- 70.** Any claim relating to any natural biological process, including but not limited to menopause or puberty.
- 71.** Treatment, tests or costs relating to the requirement to repeat, correct or re-evaluate Treatment which in the opinion of our medical advisor(s) has been unsuccessful.
- 72.** Any claim relating to a future incident, illness or event which you had knowledge of, or would reasonably be expected to have knowledge of, prior to your date of entry which is likely to result in a claim being made under this policy.
- 73.** Any claim relating to general advice, Treatment or advice given by a Medical Practitioner, Qualified Nurse or member of staff of a medical facility which is given or administered erroneously, negligently, or in any scenario where due care and attention is not given by representatives of the treating facility.



# POLICY WORDING HOW TO MAKE A CLAIM



**Regency for Expats has appointed an independent claims adjudication company to process any claims fairly and efficiently.**

The claims team can ensure that any losses you incur during your period of cover receive a sensible and customer focused service experience.

**Please follow the procedure below for the completion of any claims.**



**Outpatient Consultation Claims**



**Inpatient & Outpatient Surgical Claims**



**Complaints**



## Outpatient Consultation Claims

Outpatient Pay and Claim: You may submit a claim for medical treatment received on an outpatient basis without having to advise Regency for Expats prior to your treatment or consultation and without the need for pre-authorisation.

You must take a claim form with you for completion by your medical professional and submit your completed claim form and receipts for your medical costs by email to: **claims@regency-ga.com**

Please note that in the event of an outpatient claim, we are able to process your claim by scanned copies of your claim form and receipts, however, you must retain the originals as we reserve the right to request them.



## Inpatient & Outpatient Surgical Claims

All planned inpatient and outpatient surgical care must be pre-authorised by us prior to receiving your treatment and if covered, Regency for Expats will advise the relevant medical provider to send your invoices to us for direct payment.

We reserve the right to decline any claim relating to inpatient and or outpatient surgical treatment that has not been pre-authorised by us.

During an emergency, you may not be in a position to notify us prior to your admission; in this event, please notify Regency for Expats as soon as it is possible so that we can arrange for your invoices to be settled directly where covered.

Contact information for general enquiries and the claims services can be found in the contact section of this document.



## Complaints

Our goal at Regency is to provide you with the highest levels of service and to ensure that your experience with Regency is second to none.

If in the unlikely event that you are not satisfied with the service or the coverage you have received, we have a robust appeals and complaints process in place.

Guided by customer-focused service professionals, Regency is with you every step of the way to ensure any concerns are responded to promptly, with clarity, and with the aim of resolving concerns to the highest standard.

Should you wish to discuss any aspect of Regency's service, please contact us directly by writing to: **[info@regencyforexpats.com](mailto:info@regencyforexpats.com)**



# CONTACT



## AFRICA



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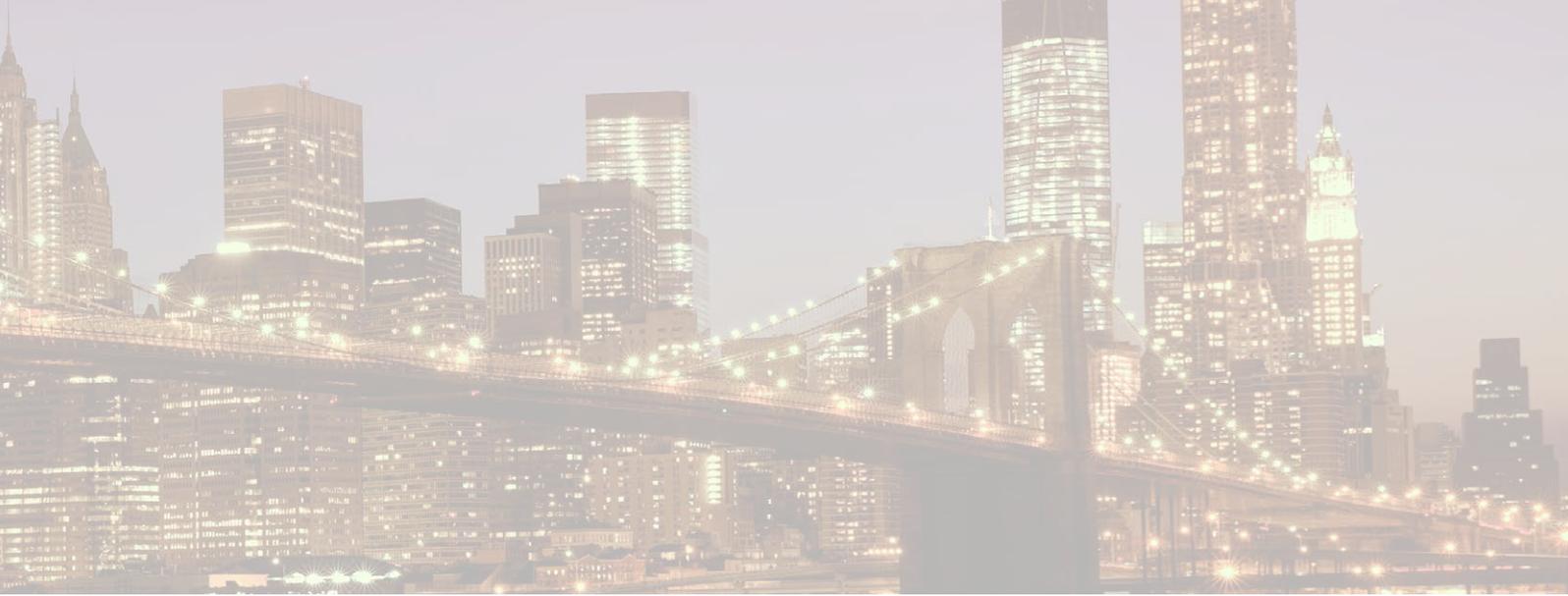
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