



BERRY RETAIL HEALTH POLICY TERMS & CONDITIONS

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1. DEFINITIONS

- 1.1 **Accident** means bodily injury caused by violent accidental and external physical means, which occurs at an identifiable time and place
- 1.2 **Adult** means all principal enrollees on your schedule of insured enrollees and their spouses
- 1.3 **Available benefits** means the list and limits of benefits outstanding to an **enrollee**, considering benefits already drawn at a given date
- 1.4 **Billing Period** means the frequency period which you have opted for payment of your premiums. It may be monthly, quarterly, semi-annual or annual
- 1.5 **Certificate of Insurance-** means the document containing details of you and the cover you have chosen for your employees and their dependents if applicable. It forms part of your policy and should be read together
- 1.6 **Clinical Governance Committee** means a committee comprising of medical advisors of LEADWAY, responsible for assessing critical conditions of enrollees and deciding whether or not the treatment required cannot reasonably be provided locally and will require an evacuation
- 1.7 **Co-participation** means the Proportion or amount of the cost of a procedure or service which is required to be borne by the client or **enrollee** in excess of the benefit limit for a service.
- 1.8 **Cover limits** refers to the maximum annual reimbursement by LEADWAY to cover for the care and treatment of the **enrollee**. The limits are plan specific. Specific monetary or benefit limits apply for specific services or out of network services. In addition, some services are capped or restricted based on length of stay or number of procedures dispensed
- 1.9 **Death-** The cessation of all the vital functions that are required to keep an organism alive
- 1.10 **Designated Pre-existing conditions-** means Cancer, Congenital diseases, pregnancy, major organ failure, surgeries for conditions diagnosed prior to policy start date
- 1.11 **Due date** means the date on which something falls due
- 1.12 **Endorsement** means a document by which we make modifications to the policy, the Certificate of Health Insurance, the schedule of plan benefits, the schedule of insured enrollees and any other such attachment to the Certificate of Health Insurance
- 1.13 **Enrollee** means either a **principal enrollee** or eligible dependent who appears on your Schedule of Insured enrollees and for whom you pay Leadway a premium to be covered under your Policy
- 1.14 **Enrollee application** means the application form that a **Principal enrollee** is required to complete honestly, fully and accurately about themselves and their eligible dependents proposed for cover. This form may be paper based or electronic
- 1.15 **Enrolment** means the action of enrolling or being enrolled
- 1.16 **Formulary** means a listing of prescription drugs LEADWAY has approved for use for a given condition
- 1.17 **Healthcare provider** means a person or institution, practicing the modern system of medicine (allopathic system of medicine), registered with the relevant statutory authorities and recognized by us including:
 - i. Registered medical practitioner, including general practitioner, physician, specialist, surgeon
 - ii. Registered dentist, dental surgeon and maxilla-facial and oral surgeon, periodontist and orthodontist
 - iii. Registered nurse or nurse-aide providing services for **terminally ill** patients
 - iv. Blood transfusion service and supplies
 - v. Pharmacy for drugs requiring a doctor's prescription, and run by a registered pharmacist
 - vi. Optical center run by a registered optician or optometrist
 - vii. Supplier of prosthesis (Internal and external)
 - viii. Radiographer
 - ix. Medical laboratory scientist
 - x. Physiotherapist or Chiropractor
- 1.18 **Healthcare Provider list** means the list of healthcare providers on Leadway's network. The provider list as at the date of commencement will be attached to your Certificate of Health Insurance. Changes to the **healthcare provider list** will be communicated monthly. Leadway shall have the right to, at any time during the cover, make adjustments to the list, including removal and addition of providers, on the basis of service reviews, and new onboarding
- 1.19 **Lapse-** A situation where the benefits covered ceases due to non-payment of premium due
- 1.20 **Leadway Tariff** means the schedule of agreed fees at which Leadway pays healthcare providers on its network for services, drugs and medical devices covered under the Leadway Health plans.
- 1.21 **Life threatening condition** means a critical medical condition which requires immediate treatment as an inpatient to save the life of an **Enrollee**
- 1.22 **Medical Advisor** means a medical doctor employed or appointed by LEADWAY to provide medical advice on the management of the health care benefits insured by LEADWAY
- 1.23 **Off-Network Healthcare Provider** means a Healthcare provider registered with the relevant statutory local body but is not contracted by Leadway or its third party administrator for the provision of healthcare services to enrollees where the **enrollee**



- using the services have to pay for the services in cash
- 1.24 **On-Network Healthcare Provider** means a Healthcare provider registered with the relevant local statutory body that is contracted by Leadway or its third party administrator, to provide healthcare services to enrollees in place of enrollees paying for such services in cash. Such providers will be listed in our healthcare provider list and on our website and mobile apps
 - 1.25 **Policy** means the contents of this document, read in conjunction with your completed and signed proposal form, your certificate of health insurance, your schedule of insured enrollees, your schedule of plan benefits and any other such attachment to the Certificate of Health Insurance
 - 1.26 **Pre-existing condition** means any significant health condition or health risk an employee has in existence prior to the application for health insurance. Where applicable, these conditions are enumerated in the schedule of pre-existing conditions.
 - 1.27 **Premium Due Date** means the date on which the **Premium on Inception** and Premium on addition and cessation of Enrollees falls due.
 - 1.28 **Premium on inception** means the total amount you are required to pay us on inception of cover for the period of cover for each **principal Enrollee** and their eligible dependents listed on your Schedule of Insured Persons.
 - 1.29 **Principal Enrollee** means any of your employees who has completed an **Enrollee Application** Form and has been accepted by us to be covered under this policy and who are listed on your Schedule of Insured Persons.
 - 1.30 **Proposal Form** means the application form you have completed and signed on behalf of the Principal Enrollees and their eligible dependents for whom cover is requested.
 - 1.31 **Referring doctor** means treating doctor who refers a member covered under this policy for further medical care at another healthcare provider's facility
 - 1.32 **Renewal Date** means the beginning of each Period of cover.
 - 1.33 **Schedule of Plan Benefits** means the list of benefits attaching to each principal enrollees and their insured dependents, who appears on your schedule of insured persons. It defines the maximum amounts Leadway will pay for each benefit, during your period of cover, subject to the terms and conditions of this Policy
 - 1.34 **Terminally Ill** means a situation of having been diagnosed of a disease or medical condition that cannot be cured or adequately treated and is reasonably expected to result in **death** of the patient.
 - 1.35 **Transferring Doctor** means the medical doctor of the local hospital from which an **enrollee** to be evacuated is being evacuated from
 - 1.36 **Waiting period** means a period of time from the commencement of the policy, during which an **Enrollee** is required to wait to be entitled to benefit for a particular condition. This is particularly for pre-existing conditions. When applicable, the waiting period will be stipulated in your Certificate of Health Insurance.
 - 1.37 **You** means the person who has purchased the health insurance product as the policyholder

2. BENEFITS ATTACHED TO YOUR HEALTH INSURANCE POLICY

The **Schedule of Plan Benefit** which sets out the benefits and their limits, provided by your Health Insurance **Policy** is attached. We will only cover the benefits stated in the **schedule of Plan Benefits** and only up to the limit stated therein. If the All the benefit limits in the Benefit Schedule are set out in the currency agreed and all premiums due under this policy shall be paid by you **ONLY** in that currency.

3. SERVICES WITH COVER OR BENEFIT LIMITS

Specific benefit limits supersede the overall plan limits but specific limits draw from overall limits. When these specific monetary, benefit or **cover limits** are exceeded, the overall plan cover limit shall then apply to services other than those for which the specific monetary, benefit or cover limits have been reached or exceeded.

- a. Specific benefit limits are non-transferable
- b. **Co-participation** for services
 - i. Where monetary limit or cover limit or benefit limit for medical services are accessed for an out-of-network procedure, as indicated in the **Schedule of Plan benefits**, LEADWAY shall be liable only to the full extent of the monetary limit, cover limit or



benefit limit. The **enrollee** or client shall make up the difference as co-pay. Payments are to be made directly to the **off-network healthcare provider** by the enrollee, unless the client maintains a pool of funds for exclusion or co-pay management with LEADWAY.

- ii. Where an **enrollee** is undergoing treatment and the benefit limit or cover limit is exhausted, all services provided beyond the cover or benefit limit shall be borne by the client or **enrollee**.
- iii. If the Client does not make the required co-payment, the client accordingly indemnifies LEADWAY and or the medical service provider of all liabilities which may result from delayed or non-provision of continued care or definitive treatment to the beneficiary.

4. BENEFITS REQUIRING PRE-AUTHORISATION

For the following services or benefits, the insured person or **healthcare provider** must obtain pre-authorisation from the Insurer:

- Hospitalisation
- Ambulance services
- Prosthesis and appliances
- External medical appliances
- Maternity Programme
- Chronic condition benefits, including drug refills
- Optical – frames and lenses including contact lenses
- Cancer treatment
- Renal (Kidney) dialysis
- Specialized radiology
- Echocardiography
- Emergency evacuation
- All surgeries (procedures performed in a surgical theatre including day cases)

5. DEFINITION OF PLAN BENEFITS

This section should be read in conjunction with the **schedule of plan benefits**. Only specific benefits will be discussed here.

5.1 CHRONIC MEDICATION

A condition is considered a chronic condition if it requires consistent treatment for more than 3 months. This benefit is only applicable if listed on the **schedule of plan benefits** for the plan selected and should be read in conjunction with the benefit table for the plan(s) you selected.

5.2 MATERNITY

Only applicable if listed on the **schedule of plan benefits** for the plan selected and should be read in conjunction with the benefit table for the plan(s) you selected. The benefit is subject to pre-authorisation, the benefit is available on the plan selected and clinical protocols.

5.3 ROUTINE HEALTH CHECKS

- The benefit is only applicable if listed on the **schedule of plan benefits** for the plan selected. It will only be covered if it is obtained from a network provider.
- Certain age restrictions are applicable, refer to the **schedule of plan benefits** for the plan selected.
- All services must be obtained as outpatient.
- The benefit is subject to an automated pre-authorization
- To draw this benefit, enrolees will be required to schedule an appointment on the **mobile app**

5.4 MINOR SURGERIES

The following procedures are classified as minor surgeries, where minor surgeries are allowed in the **schedule of plan benefits**

- Foreign Body Removal (Nose) manual,
- Foreign Body Removal (Ear) manual,
- Lipoma excision (Block Fee),
- Excision Biopsy Block Fee),
- Drainage of breast abscess,
- Incision and drainage – Intermediate ,
- Lumpectomy-intermediate (5CM –10CM),
- Excision -Vulvawarts , Cervical Biopsy (Punch),
- Cryocautery of cervical Lesion (Cauterization),
- Electro-cautery-warts (Genital),
- Evacuation of retained product of conception (MVA OR D & C),
- Cervical Cone biopsy,
- Chest tube insertion (Block Fee) , Excision – Small Cyst, Lumpectomy-Minor (< 5 CM),
- Wound exploration- Minor,
- Major wound Dressing,
- Removal -cervical Catheterization,
- Cervical cerclage – removal (block Fee),
- Continuous CTG,
- Perineal tear repair- 1st Degree,
- Perineal tear repair- 2nd Degree,
- Subconjunctival Injections,
- Foreign Body Removal (Conjunctival),
- Closed of Knee dislocation and Cast,
- Biopsy- Testicular, Meatoplasty + Circumcision

5.5 INTERMEDIATE SURGERIES

The following procedures are classified as intermediate surgeries, where intermediate surgeries are allowed in the **schedule of plan benefits**

- Intranasal polypectomy,
- Antral washout,
- Foreign Body removal (Nose) under GA,
- Foreign Body removal,
- Tracheostomy,
- Tracheoscopy,
- Direct laryngoscopy and biopsy,
- Drainage- hepatic abscess,
- Rigid oesophagoscopy and foreign body removal,
- Incisional herniorrhaphy w/ out mesh (Block Fee),
- Haemorrhoidectomy,
- Dissection – Inguinal nodes,
- Dissection – femoral Triangles,
- Lumpectomy- major (> 10 CM),

- Wound Exploration- major,
- Hydrocelectomy,
- Anal sphincteroplasty,
- Appendectomy- uncomplicated (Block Fee),
- Epigastric Hemorrhaphy (Block Fee),
- Para-umbilical hernia,
- Umbilical Hemiorrhaphy without mesh,
- Hemiorrhaphy with mesh,
- Anal spincterectomy,
- Excision- granuloma,
- Injection Sclerotherapy – hemorrhoids,
- Injection Sclerotherapy – Varicose veins,
- Biopsy- abdominal wall tumour,
- Drainage – anal abscess,
- Excision Breast Lump,
- Herniotomy,
- Surgical drainage – Hematoma of rectus abdominis,
- Biopsy of thyroid gland,
- Hydrocelectomy bilateral (Block Fee),
- Abdominal rectopexy,
- Adult circumcision,
- Anal fissurectomy,
- Anal fistula – High,
- Umbilical Hemiorrhaphy without mesh,
- Bilateral Inguinal Hemiorrhaphy without mesh (Block Fee),
- Unilateral Inguinal Hemiorrhaphy without mesh (Block Fee),
- Incisional herniorrhaphy with mesh (Block Fee),
- Evacuation Anal hematoma,
- Excision – cystic hygroma,
- Anal fistulectomy, Herniotomy – Bilateral (Block Fee),
- Syringing and probing – sinus,
- Wound exploration – Intermediate,
- Ischiorectal abscess deroofing,
- Biopsy – Ovarian (Intra op),
- Endometrial biopsy,
- Examination under anesthesia (eua),
- Excision – vaginal septum,
- Polypectomy – cervical,
- Posterior Colpoperineorrhaphy,
- Removal – IUCD under general anesthesia,
- Repair -minor vaginal laceration,
- Repair – vaginal – laceration (2nd degree),
- Uterine colpolypectomy,
- Vaginal laceration (3rd Degree),
- Cervical polypectomy (Block),
- Marsupialization,
- Biopsy- cervical,
- Cervical Tear repair,
- Cervical cerclage/ Shirodkar suture (Block Fee),
- Perineal Tear Repair – 3rd degree,
- Manual Placenta Removal,
- Lid Mass Excision,
- Pterygium
- Stretching and Casting,
- Trigger thumb release,
- Trigger Finger release,
- Syndactyly Separation,
- Arthroscopic meniscectomy,
- Carpal tunnel Decompression,
- Diagnostic knee arthroscopy + Washout,
- Sub periosteal drainage of acute osteomyelitis,
- Drainage of septic arthritis (arthroscopic) block fee,
- Aspiration of joint (Block Fee),
- Sequestrectomy,
- Biopsy of bone tumor,
- Orchidopexy -High,
- Release of chordee,
- Scrotal Exploration,
- Surgery- seminal vesicle,
- Varicocelectomy
- Ureterostomy,
- Bouginage,
- Cysto-urethroscopy,
- Drainage of Perinephric abscess,
- Biopsy –Prostate,
- Debridement of Fournier gangrene

5.6 MAJOR SURGERIES

The following procedures are classified as major surgeries, where major surgeries are allowed in the **schedule of plan benefits**



- Adenoidectomy,
- Parotidectomy,
- Masoideectomy,
- Tympanotomy,
- Excision of parotid Tumor,
- Functional Endoscopic sinus surgery,
- Endoscopic Nasopharyngeal surgery,
- Adenotonsillectomy,
- Tonsillectomy,
- Excision of Submandibular gland,
- Endoscopic Laryngoscopy,
- Repair of small/ Large Bowel Perforation,
- Gastrectomy,
- Hiatus Herniorrhaphy, Cholecystectomy (open),
- Colostomy,
- Colostomy closure,
- Intestinal Obstruction+ resection+Anastomosis,
- Intestinal Obstruction without resection,
- Exploratory Laparotomy,
- Pyloroplasty +/- Vagotomy,
- Simple Mastectomy,
- Resection and Anastomosis (Small/ Large Intestines),
- Subtotal thyroidectomy,
- Appendectomy- Difficult/Ruptured (Block Fee),
- Choledochostomyjejunostomy,
- Choledochostomy,
- Cholectomy- partial,
- Colectomy -Total,
- Hemicolectomy,
- Colorectal surgery,
- Duodenojejunostomy,
- Enterocutaneous fistulectomy,
- Enterostomy,
- Gastrostomy,
- Exp Lap/ Lysis of Adhesions,
- Hepatic Segmentectomy,
- Intussusception Operation,
- Pancreatic Cystectomy,
- Pancreaticojejunostomy,
- Radical Pancreatectomy,
- Repair – Splenic laceration (Splenorrhaphy),
- Splenectomy,
- Total thyroidectomy,
- Biopsy – Retroperitoneal tumour,
- Anal pull through,
- Abdomino – Perineal resection,
- Salpingectomy for Ectopic pregnancy,
- Hysterectomy- Abdominal (Block),
- Hysterectomy-Vaginal,
- Oophorectomy,
- Ovarian cystectomy,
- Vesico- vaginal Fistula Repair,
- Myomectomy,
- Repair -perforated Uterus,
- Recto- Vaginal Fistula Repair,
- Salpingo-Oophorectomy,
- Manchester repair for Uterine Prolapse,
- Caesarian Hysterectomy,

6. TRAVEL INSURANCE

Only applicable if listed on the **schedule of plan benefits** for the plan selected and should be read in conjunction with the benefit table for the plan(s) you selected.



MEDICAL AND RELATED EXPENSES	USD
Cover for emergency medical & hospitalization expenses abroad.	40,000.00
Excess on Out Patient only	50.00
Medical transportation	Actual Cost
Body repatriation in case of death	Included in Medex
Cover for emergency dental expenses abroad.	300.00
Excess	50.00
Early return in the event of the death of a family member	1,000.00
Extension of beneficiary's stay	Accommodation - 80 USD Per Night up to 10 Nights
Emergency Visit by a family member in case of hospitalization	1 Return economy class airline ticket
Burial, Cremation or Return of Mortal Remains.	3,000.00
Daily Hospital Cash Benefit - Max 10 Days - 1 Day Waiting Period	15 PER DAY max 150
BAGGAGE	
Information service if delay in delivering luggage	Service Only
Compensation if delays in delivering luggage	50,00 Per 12 Hrs MAX 100,00
Additional compensation if loss of luggage	400.00
TRAVEL INCONVENIENCES	
Cancellation	3,000.00
Curtailement	3,000.00
Excess for both Cancellation and Curtailement	100.00
Travel delay	"delay =/> 12 h : 500 USD Accommodation up to 100 USD/night up to 2 nights "
Missed Departure	300.00
Compensation In case of passport theft / Loss	Actual direct reproduction costs
PERSONAL ACCIDENT	
Accidental Death	20,000.00
Permanent Total Disablement	20,000.00
PERSONAL LIABILITY	
Personal Liability	100,000.00
LEGAL EXPENSES ABROAD	
Lawyer's expenses	2,000.00
Advance for bail	2,000.00
TRAVEL ASSISTANCE	
Consular referral, emergency accommodation and travel arrangements	Service Only
Sending urgent messages	Service only
Administrative information service if loss or theft of personal documents	Service only

7. PREMIUM PAYMENT

Your premiums are payable annually and the full amount due must be paid to us at the beginning of each **policy** period, which is the due date, before we will commence your cover. We will forward an invoice to you prior to the date of commencement. We will automatically cancel your cover if you fail to pay your premiums on or before the due date. After such a cancellation/termination, if we agree to reinstatement of cover from a later date, the cover so reinstated



would be subject to all **Waiting Periods** as if it were a fresh cover.

8. RENEWALS

You may continue to renew cover annually, subject to the **Policy** and the **Schedule of Plan Benefits** in force at the time of each subsequent **renewal date**, and subject to payment of your renewal premiums. Renewal premiums are subject to a review at every renewal as a result of the **policy** experience (medical inflation and utilization).

The renewal premium invoice will be sent to you 90 days prior to your **renewal date**. We must receive your premiums at least 15 days before the due dates to allow Enrollees have access to care which are available under the **policy**. We would also have the right to cancel the **policy** with effect from the due date.

9. ENDORSMENTS

9.1 PLAN CHANGES OF ENROLLEES

The transfer of an enrollee, from a plan with higher benefits to one with lower benefits or vice versa can only be achieved at the renewal of the scheme. You must tell us in writing or through our portals and the change will be effected from the beginning of the renewal **policy** period and provided the **enrollee** has not incurred any claim.

9.2 ADDITION OF NEW-BORN

There is no automatic enrolment and cover for new-born children except the necessary immunization for the first 30 days after birth under the mother's cover and only if the mother is an **Enrollee**.

10. ACCESSING HEALTH CARE SERVICES FROM WITHIN NETWORK

Upon enrolment, the Enrollee will be provided with an Enrollee welcome kit, within 3 working days and an identity card meant for identification at network provider facilities. If due to any reason beyond our control we are not in a position to issue the Enrollee welcome Kits within the stipulated time, we will issue Enrollee Confirmation Letters to be used in lieu of the identity cards for accessing services **ONLY** till such time that the welcome Kits are issued.

11. OFF-NETWORK CLAIMS

Your Enrollees should access health care services only within the eligibility and limits from non-LEADWAY providers, in emergencies or out of station situations where access to a LEADWAY Network cannot be accomplished. This is subject to notifying LEADWAY within 24 hours of receiving the health care. Off-network claims not reported within 24 hours shall not be honored. If you access covered services by paying cash to either LEADWAY network providers or non-LEADWAY network Providers and wish to make a claim for refund on us, they will have to electronically (directly on our mobile app or by email) submit the same in the prescribed form for the type of benefit under the **policy**, accompanied by the necessary documents. On receipt of complete documentation as listed below we would process the claim for refund, subject to the treatment being necessary **ONLY** at **Leadway tariffs**:

- i. LEADWAY claim form completed by the medical practitioner who administered treatment
- ii. Receipt of payments made and being claimed.



- iii. **Pre-authorization** number received from us after notifying us within 24 hours of incident.

12. **EXCLUSIONS**

All medical services and benefits **not** stated in the schedule of plan benefits and Benefit table covered by your purchased plan, will be considered as exclusion. Please ensure that you and all **Enrollees** read and understand this section as we will not cover or pay or refund for expenses arising from these conditions:

- i. Any treatment not specially mentioned in the table of benefits, including: Specialist consultations, cancer, kidney diseases, organ failures, chronic condition treatments, obstetrics or gynecologic ally related treatments, specialist dental care, specialist eye care.
- ii. Donor costs for organ transplant treatments
- ii. We do not pay for any treatment required for, or arising from any addictive condition or disorder, or misuse and/or abuse of drugs or alcohol, or substance or solvent abuse, even if it is related to prescribed drugs.
- iii. Unless otherwise, explicitly covered within the plan purchased, we do not cover or pay for any treatment for, or arising from birth defects or congenital conditions. Birth defects and congenital conditions are any abnormality, disease, illness or injury present at birth whether diagnosed or not, hereditary conditions or any deformity arising during the antenatal stages of pregnancy, or caused during **child** birth.
- iv. We do not cover or pay for the treatment of any conditions arising directly or indirectly from chemical or biological contamination, however caused or from contamination caused by nuclear fission, ionizing radiation or by radioactivity from nuclear fuel or waste.
- v. We do not cover or pay for operations or treatments which are not medically essential, including operations or treatments of a cosmetic nature. This includes, but is not limited to:
 - a. Any surgical intervention that takes place with the intention of improving one's personal appearance and/or remove healthy body tissue, and their consequences;
 - b. Obesity correction, slimming treatments, and other similar treatments and their consequences;
 - c. And surgery of an aesthetic and/or reconstructive nature, and their consequences We will, however, pay for a surgical operation to restore your appearance after an **accident**, or after surgery for breast cancer, provided the accident and/or breast surgery occurred after the Enrollee's date of commencement and provided the original treatment for the **accident** or breast cancer surgery was paid for by us.
- vi. We do not cover or pay for any treatment arising from or related to injuries sustained whilst engaging in a criminal or unlawful act.
- vii. We do not cover or pay for any treatment arising from injuries related to domestic brawls or domestic assault.
- viii. We do not cover or pay for any treatment which in our reasonable opinion is experimental, or has not been proved to be effective based on established medical practice.
- ix. We do not cover or pay for surgery undertaken on a **child** whilst it is in its mother's womb.
- x. We do not cover or pay for the use of establishments or private beds registered as nursing homes or a hospital where the hospital has effectively become the Enrollee's home or permanent abode
- xi. Unless otherwise explicitly allowed under the plan purchased, we do not pay for infectious and contagious diseases in an epidemic where such has been declared by the World Health Organization (WHO) or by the State or Federal Government
- xii. We do not cover or pay for any treatment arising from injuries related to willfully engaging in fights and physical brawls.
- xiii. We do not cover or pay for the long term treatment of psychiatric, psycho-geriatric or mental illnesses and conditions of any kind except to the extent specifically listed out in your Benefit Schedule.
- xiv. We will not cover or pay for any vitamins, tonics, **minerals** and other food supplements except where the same is dispensed on a medical necessity as an integral component of a treatment protocol.
- xv. We do not cover or pay for treatment required while a Enrollee is engaged in any professional sporting activity, or any sport or activity reasonably considered by us, but not limited to parachuting, gliding, paragliding, parascending, whitewater rafting, canoeing, underwater diving involving the use of any artificial apparatus, hand gliding, or bungee jumping; or any occupation reasonably considered by us, at our discretion, as being of a

- dangerous nature, without limiting the generality thereof, including, but not limited to mining, construction and security unless previously disclosed and accepted by us.
- xvi. We do not cover or pay for the treatment of self-inflicted injuries.
 - xvii. We do not pay for treatment of disease, illness or injuries sustained whilst an **Enrollee** is under the influence of alcohol
 - xviii. We do not pay for treatment of disease, illness or injuries sustained whilst an **Enrollee** is under the influence of drugs.
 - xix. We do not cover or pay for supplying, fitting or hiring physical aids and devices (for example, crutches, walking sticks and wheelchairs), except to the extent specially listed out in your **schedule of plan benefit**
 - xx. We do not pay for any travel costs, including airfares, visa fees and hotel accommodation, except where specifically mentioned in this **Policy** in the **Schedule of plan benefits**. We do not pay for the costs of food, lodging or transportation of a companion or relative of a Enrollee who is caring for the Enrollee whilst in hospital or being evacuated or under medical confinement of any kind, except in the case of travel costs of one parent of **child** dependents where specifically mentioned in the **Schedule of Plan Benefits**
 - xxi. We do not cover or pay for any treatment that was given before an Enrollee's date of commencement or after cancellation/termination of cover or during any period for which we haven't received **premiums**.
 - xxii. We do not cover or pay for any treatment that is not specifically covered under the **Schedule of Plan Benefits**.
 - xxiii. We do not cover or pay for any treatment incurred by or for any person who is not listed on your schedule of insured Enrollees.
 - xxiv. We do not cover or pay for any treatment incurred by or for any new-born delivered to mothers not covered or enrolled under this **policy**, unless registered as a **child** dependent under the **principal enrollee**. We only provide automatic cover for specified services, as listed in the benefit schedule, to new-borns in the first 6 weeks of life delivered to Principal Enrollees or spouses covered by this **policy**.
 - xxv. We do not cover or pay for any treatment incurred by or for any new-born that is not registered after 6weeks of birth.
 - xxvi. We do not pay for treatments for infertility, as well as artificial insemination methods and their consequences.
 - xxvii. We do not pay for appointments and treatments for sexual dysfunction, as well as virility enhancing drugs
 - xxviii. We do not pay for treatment of any conditions arising directly or indirectly from or as a consequence of riot, strike or civil commotion, civil war, rebellion, revolution, insurrection or military or usurped power, any declared or undeclared war or the like, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) and acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization.
 - xxix. We do not cover or pay for any treatment of Endoscopic and Laparoscopic surgeries.
 - xxx. We do not cover or pay for any treatment of Hepatitis B Immunoglobulin.
 - xxxi. We do not cover or pay for any treatment of Surfactant.
 - xxxii. We do not cover or pay for self-inflicted injuries including STIs, suicide or attempted suicide, abuse of alcohol and drug addiction or abuse
 - xxxiii. We do not cover or pay for voluntary termination of pregnancy.
 - xxxiv. We do not cover or pay for Hexaxim Vaccine

13. OUR RIGHT TO TERMINATE AN ENROLLEE'S POLICY

We can cancel the cover of Insured Persons who have misled us or had been in breach of this Agreement, given us incorrect, incomplete or misleading information, failed to provide any reasonable information which we have asked for, conspired with a third party to obtain undue benefit from this **Policy**, or submitted a claim which is in any respect fraudulent or unfounded. In any of these circumstances we have the right to cancel the Enrollee's cover from their date of commencement and recover from you any benefit we have paid in relation to such claim.



14. TERMINATING YOUR HEALTH INSURANCE POLICY

If you decide to terminate this Health Insurance Policy, you must notify us in writing 90 days in advance and we will be obliged to terminate your cover at the end of the Policy year.

15. WAITING PERIOD

Enrollees on the Retail plans are subjected to a 14 days general waiting period from the first day of the policy, to allow the processing of the enrolment and I.D cards to be printed. There are also condition specific waiting period as specified in the benefit schedule of the various retail plans.

16. CONFIDENTIALITY

- a. We are committed to protecting the information you and your enrollees share with us and are required by law and regulatory standards to maintain the privacy of our Enrollees' medical information and records. We hold our employees, providers, and consultants and business associates to strict policies and procedures protecting your information.
- b. Information we collect from you and our Enrollees at enrolment and other transactions with us includes your corporate and Enrollees' bio-data. We also have access to our Enrollees' medical information through claims and utilization data submitted to us from healthcare providers.
- c. In carrying out our responsibilities of providing world-class health care solutions to you and your Enrollees, we utilize and disclose their medical information for a variety of reasons such as care coordination, provider payments, healthcare operations such as underwriting, premium rating or other activities relating to the creation or renewal of a health insurance contract; quality assessment and improvement activities; care and disease management activities; and data and information systems management. We may also utilize and disclose their medical information for statutory/regulatory requirements such as to comply with legal proceedings.

17. ARBITRATION AND JURISDICTION

The arbitration shall be in accordance with the Arbitration and Conciliation Act (Cap A18), Laws of the Federal Republic of Nigeria 2004. The arbitral award shall be final and binding upon the Parties. The place of arbitration shall be Lagos State. This Clause shall survive the termination of this Agreement, and shall accordingly apply at all times to disputes and differences of opinion existing between the parties hereto, concerning the execution of this contract or any matter thereunder.

