

B. Exclusions applicable to specific benefits

We are not liable for any loss, **claim**, treatment or payment for or arising directly or indirectly from:

55. ORGAN IMPLANTATION BENEFIT:

any:

- a. costs associated with locating a replacement organ, or for the removal of the organ from the donor, or any transportation and administration costs;
- b. costs associated with procurement and/or implantation of an artificial and/or non-human organ;
- c. costs for **medical treatment** associated with cryopreservation, implantation or reimplantation of living cells or living tissues whether autologous or provided by a donor.

56. EMERGENCY DENTAL TREATMENT:

any:

- a. injury caused by eating or drinking anything, even if it contained a foreign body;
- b. damage was caused by normal wear and tear;
- c. damage was caused by teeth brushing or any other oral hygiene procedure;
- d. injury was caused by any means other than extra oral impact;
- e. restorative or remedial work; the use of any precious metals; orthodontic treatment of any kind; or dental surgery performed in a **hospital**, unless dental surgery is the only treatment available to alleviate the pain.

57. NON-EMERGENCY ROUTINE DENTAL

any:

- a. precious metals in any dental procedure;
- b. gingivitis, periodontosis, or gum disease of any kind;
- c. dental procedures other than stated within the **benefit schedule**;
- d. replacement of existing crowns, inlays, fillings, bridges or missing teeth apparent at the **start date** of the **policy**.

58. NON-EMERGENCY MAJOR DENTAL TREATMENT

any:

- a. precious metals in any dental procedure;
- b. gingivitis, periodontitis, or gum disease of any kind;
- c. dental procedures other than those stated within the **benefit schedule**;
- d. replacement of existing crowns, inlays, fillings, bridges or missing teeth apparent at the **start date** of the **policy**.

59. COMPLICATIONS OF PREGNANCY AND CHILDBIRTH

any:

- a. terminations of pregnancy on non-medical grounds;
- b. ante-natal classes and midwifery costs when not directly associated with the childbirth delivery;
- c. treatment received by the **newborn** after the initial paediatric check-up unless the new born is added to the **insured persons policy** within 14 days of birth;
- d. pregnancy, delivery or **newborn** where the pregnancy has been conceived using any form of assisted reproduction (including in vitro fertilisation) under this benefit.

60. NORMAL PREGNANCY AND CHILDBIRTH

any:

- a. terminations of pregnancy on non-medical grounds;
- b. ante-natal classes and midwifery costs when not directly associated with the childbirth delivery;
- c. treatment received by the **newborn** after the initial paediatric check up unless the **newborn** is added to the **insured persons policy** within 14 days of birth;
- d. pregnancy, delivery or **newborn** where the pregnancy has been conceived using any form of assisted reproduction (including in vitro fertilisation) under the Normal Pregnancy and Childbirth benefit.

61. PREMATURE BABY TREATMENT

any:

- a. costs where the baby has not been added to the **insured person's policy** within 14 days of birth
- b. costs for continuing treatment after the expiry of the initial 2-month period other than for new and unrelated **medical conditions**;
- c. treatment received by the **newborn** after the initial paediatric check-up unless the **newborn** is added to the **insured persons policy** within 14 days of birth;
- d. pregnancy, delivery or **newborn** where the pregnancy has been conceived using any form of assisted reproduction (including in vitro fertilisation) under this benefit.

62. INFERTILITY BENEFIT

any:

- a. costs where no cover is available for **medical treatment** for infertility, or any other related condition, once a medical cause has been identified.

63. EMERGENCY MEDICAL TRANSPORTATION BENEFIT

any:

- a. subsequent transfer costs arising as a result of the same

medical condition once we have returned the **insured person** to their **country of residence**;

- b. **Emergency** medical transportation costs where the **insured person** is not being admitted to a **hospital** for **medical treatment**, or where the costs have not been approved by **us** prior to travel commencing;
- c. transfer of a pregnant woman to **hospital** for routine childbirth, unless it is necessary due to medical complications;
- d. transportation, cremation or local burial of mortal remains where death has occurred directly or indirectly as a result of a **medical condition**, treatment or **accident**, not covered under this **policy**.

64. COMPANION TRAVEL COSTS

any:

- a. travel and accommodation costs unless specifically agreed by **us** and confirmed in writing prior to the date of travel;
- b. additional travelling costs incurred by the nominated **close relative** or friend, if it is necessary for **us** to arrange for the **insured person** to be transferred to a second **hospital** within the same country.

65. COMPANION ACCOMMODATION COSTS

any:

- a. travel and accommodation costs unless specifically agreed by **us** and confirmed in writing prior to the date of travel;
- b. additional travelling costs incurred by the nominated **close relative** or friend, if it is necessary for **us** to arrange for the **insured person** to be transferred to a second **hospital** within the same country.

66. LOCAL BURIAL OR CREMATION:

any:

- a. cost of a religious practitioner, floral tributes, musical provision, hire of funeral vehicles or food and beverages;
- b. costs where the **insured person** has died in their **home country**;
- c. costs for transportation, cremation or local burial of mortal remains where death has occurred directly or indirectly as a result of a **medical condition**, treatment or **accident**, not covered under this **policy**.

67. EMERGENCY OUT OF AREA TREATMENT BENEFIT

any:

- a. non-emergency medical treatment outside of your **geographical area**;
- b. **emergency medical treatment** when the total number

of days travelling in each **period of insurance** exceeds 30 days;

- c. treatment where **you** have specifically travelled with the purpose of obtaining treatment.

68. EVACUATION TO HOME COUNTRY – OPTIONAL BENEFIT:

any:

- a. costs where **your home country** is not within your selected area of cover shown on **your certificate of insurance**;
- b. subsequent transfer costs arising as a result of the same **medical condition** once we have returned the **insured person** to their **home country**;
- c. travel costs unless specifically agreed by **us** and confirmed, in writing, prior to the date of travel;
- d. evacuation costs where the **insured person** is not being admitted to a **hospital** for **medical treatment**, or where costs have not been approved by **us** prior to travel commencing;
- e. costs for the transfer of a pregnant woman to **hospital** for routine childbirth, unless it is necessary due to medical complications.

8 General policy administration

a. Commencement of cover

Insurance cover for **you** and **your dependants'** will commence once **we** have accepted **your** application form and **your** first premium payment has been received by **us**, including any applicable taxes.

Your start date will be shown on **your certificate of insurance**. **Your start date** must be within thirty(30) days from the date that **you** signed **your** application form.

We will provide **you** with a PDF of **your certificate of insurance**, any relevant endorsements, a **benefit schedule** and a membership card, which includes details of the emergency **claims** contact details.

b. Adding or removing your dependants

Application to add **your** eligible **dependants** may be made at any time during the **period of insurance**, subject to payment of the required premium.

A healthy **newborn** child may be added to this **policy** from their date of birth provided **we** received a completed application form from **you** within 14 days of their date of birth. If **you** notify **us** after this period, **we** will add the **newborn** child from the date **we** receive the completed application form and not their date of birth. If **your newborn** has known **medical conditions**, these will need to be declared on an FMU application form and **we** will advise what cover **we** can offer.

Please note that submission of a **claim** under item 7 – **Maternity benefits**, does not constitute formal notification for the **newborn**

to be added to the **policy**. A completed application form is required.

If **you** wish to delete any of **your** insured **dependants** from the **policy**, **you** must make this request in writing. Deletion will be made from the date that written notification is received.

c. Maintaining cover

Subject to satisfying any specific eligibility criteria and payment of the required premium, this **policy** will remain in force during the **period of insurance** and is renewable for successive 1-year periods at the prevailing terms, premium rates and benefits.

We will not cancel this **policy** because of either a deterioration in the health of any **insured person** or the number/value of **claims** the **insured** makes, unless **we** are prohibited by insurance law or legislation, or decide not to continue to underwrite this type of insurance in the **insured person's** country of location.

If **we** decide to stop underwriting this **policy**, **we** shall give the **insured** as much notice as possible in writing prior to **your policy's** next **annual renewal date**.

d. Alterations to your policy

We may change the premium rates, terms, conditions and benefits of **your policy** from time to time but any such changes will not apply until the next **annual renewal date** following the introduction of such changes.

No alteration or waiver of the terms, conditions and benefits of this **policy** shall be accepted unless it is in writing by **us**.

e. Changing your plan type

You may only apply to change **your plan type** at the **annual renewal date** of the **policy**. If **we** accept **your** application, **we** reserve the right to apply a variation in cover to any **medical conditions** which pre-existed the date of such change.

You may change **your geographical area** during the **period of insurance** if **you** relocate to a **country of residence** which is located outside of the **geographical area** chosen at the **start date** or subsequent **annual renewal date**.

f. Policy duration and premium payment

This is an annual contract, which is renewable each year, subject to the terms and conditions in force at the **annual renewal date** and subject to payment of the applicable renewal premium.

All premiums are payable in advance of cover being provided under this **policy**. Premiums are paid to **us** by bank transfer, debit/credit card or by Sepa Direct Debit.

Premiums (and any applicable taxes) are payable monthly, quarterly, semi-annual or annually but this is an annual contract of insurance. If **you** elect to pay **your** premium in instalments, **you** will be charged an administration fee. **You** are still responsible for paying the entire annual premium even if **we** have agreed **you** may pay by instalments. If **we** do agree **you** can pay by instalments then **you** must ensure the credit/debit card **you** supply is valid for the entire period of the **policy** year.

We reserve the right to withdraw frequency payment facilities and/or charge an administration fee for non-payment.

The **policy** will be cancelled if a payment date is missed although **we** may subsequently reinstate cover if an outstanding payment is received within thirty (30) days of its due date.

If **we** agree to reinstate cover, **we** reserve the right to apply revised underwriting terms to **your policy**.

If a premium is outstanding, any **claims** will be suspended and will not be settled until the outstanding premium is received by **us**.

If any premium is unpaid at the end of this 30-day period, **we** will cancel the **policy** from the date that the unpaid premium was due. Any outstanding premium will be deducted from the credit card or debit card supplied.

Premiums are payable in the currency of the **policy** which **you** elected at the **start date** of **your policy**.

We reserve the right to alter premiums at any time but if **we** do so, the new premiums will not be effective until **your annual renewal date**.

We reserve the right to alter the amount of Insurance Premium Tax, government levies or other taxes as and when they change by law and to apply them at the next premium due date.

If having purchased this insurance, **you** decide that it does not meet **your** requirements, please return **your policy** documents to **us** within fourteen (14) days of receipt, together with written cancellation instructions. Provided no **claims** have been paid and/or **pre- authorisation** has been given, **we** will refund any premium that **you** have paid.

g. Temporary return to your home country

For nationals of the United States of America, cover can remain in force for temporary return and visits to **your home country** up to a maximum of ninety (90) days in total during each **period of insurance**, provided that **your home country** is included within **your selected geographical area**. **Your policy** will automatically terminate after ninety (90) consecutive days in the United States of America – refer to "Termination".

For nationals of all other countries worldwide, there is no restriction for temporary return and visits to **your home country**, provided **your home country** is included within **your selected geographical area**.

Where **your home country** falls outside of **your selected geographical area**, please refer to Item 11A – **Emergency Out of area treatment**.

h. Cancelling your policy

If the **policyholder** cancels the **policy** at any other time, **you** must give **us** fourteen (14) days notice in writing at either:

the address: **Morgan Price** (Europe) ApS, ØENS Virksomhedsadministration ApS, Lergravsvej 59, 1, 2300 København S, Denmark

or by email info@morgan-price.eu.

We will cancel the **policy** from the date of receipt of such instruction or from a future date. Under no circumstances will **we**

back date any cancellation requested by the **policyholder**.

Once **we** have received **your** cancellation notification and provided no **claims** or **pre-authorisations** have been put in place in the current twelve (12) month **period of insurance**, a pro-rata refund may be applicable. If a **claim** has been made, then no refund will be due and any outstanding instalment premiums remain payable.

If **you** cancel **your** plan, **we** reserve the right to charge an administration fee of £/€//\$30.

We will not cancel this **policy** because of eligible **claims** made by the **insured person**. **We** reserve the right to cancel the **policy** at any time if any **insured person** has:

- Deliberately misled **us** by misstatement or concealment; or
- Made or attempted to make a false or fraudulent **claim** or if any person uses any methods to try to make a fraudulent **claim**; or
- Fails to pay the premium due.

i. Termination

This **policy** will automatically end in any of the following situations:

- Failure to pay the premium on the date due. At **our** absolute discretion, **we** may reinstate the cover if the outstanding premiums are paid to **us** in full, although **we** reserve the right to apply revised underwriting terms to **your policy**.
- Where **you** have acted in a fraudulent manner or deliberately **claimed** benefit either directly or indirectly, to obtain unreasonable pecuniary advantage which is to **our** detriment.
- For nationals of the United States of America only, ninety (90) days after **you** return to **your home country**. This ninety (90)-day period shall be reduced by the number of days that have already been spent on temporary return and visits to the United States of America during the **period of insurance**. If there are less than ninety (90) days to run until the **expiry date**, then cover shall cease on the **expiry date**.

On termination of this **policy** for whatever reason, **our** liability will immediately cease.

j. Death of a principle member

Should the principle member die, their spouse (provided already insured under **your policy**) will automatically become the **principal member** for the remainder of the **period of insurance**. Should a dependent be left on the **policy** under the age of 18, a guardian will need to become the **policyholder**.

k. Other insurance

If there is any other insurance covering any of the benefits that are provided under **your policy** for which a **claim** is made, then **you** must disclose this to **us** at the time of submitting the **claim**.

In these circumstances, **we** will not be liable to pay or contribute more than **our** proper rateable proportion.

If it transpires that **you** have been paid for all or some of the

claim costs by another source or insurance **we** have the right to a refund from **you**. **We** reserve the right to deduct such refund from **you** from any impending or future **claim** settlements, or to cancel **your policy** from the **start date** or subsequent **annual renewal date** without a refund of premium.

l. Subrogation

If someone else is responsible for a **claim** made under the **policy**, **we** may take court action in **your** name to recover any **claims we** have paid. **We** will pay for the cost of taking this action and it will be for **our** benefit. **Insured persons** are not authorised to admit liability for any eventuality or give a promise of undertaking to anyone which binds the Insured, an **Insured person**, or **us** without **our** prior written consent.

m. Help and intervention

Our help and intervention depends upon, and is subject to, local availability and has to remain within the scope of national and international law and regulations. **Our** intervention depends upon **us** obtaining the necessary authorisations issued by the various competent authorities concerned.

n. Compliance

Your full compliance with the terms and conditions of this **policy** is necessary before a **claim** will be paid.

o. Governing law

Without prejudice to the provisions set out in Regulation (EC) 593/2008, this **policy** shall be governed by and construed in accordance with the laws of the country in which the **insured person** bringing a **claim** is situated, and the courts of the country in which the **insured person** resides shall have exclusive jurisdiction to settle any dispute or **claim** (including contractual or non-contractual disputes or **claims**) arising out of or in connection with this **policy** or its subject matter, interpretation or formation.

If the country where the **insured person** is situated cannot be determined (for example risks occurring in international waters), then the laws of Denmark shall apply and the courts of Denmark shall have exclusive jurisdiction to settle any dispute or **claim** (including contractual or non-contractual disputes or **claims**) arising out of or in connection with this **policy** or its subject matter, interpretation or formation.

p. Sanctions

No **Insurer** shall be deemed to provide cover and no **Insurer** shall 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 that **Insurer** to any sanctions, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, or United Kingdom or United states of America.

9 Regulatory Notices

Data Protection & Privacy Notice

The Insurer, SI Insurance (Europe), SA (“SIIE”) is authorised to provide non-life insurance services in the local market and outside the Grand Duchy of Luxembourg. In accordance with the Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR), SIIE is the Data Controller of the data collected about **you**. As such, SIIE is responsible for the way in which this data is processed. SIIE will use personal information and special category data given by **you**, together with other information for, amongst other things, the administration of this **Policy**, the handling of **claims**, the provision of customer services, credit checks and to prevent and detect fraud. SIIE is a member of the Sompo International⁽¹⁾ group; as such, the information **you** provide may also be disclosed to SIIE’s affiliates or parent, service providers and agents for these purposes. It may also be disclosed to the insured’s insurance advisor, where appointed.

⁽¹⁾ The term “Sompo International” refers to and includes each and every subsidiary of Sompo International Holdings Ltd., a Bermuda exempted company (“SIHL”). To the extent, however, that an affiliate of SIHL that is not a subsidiary of SIHL receives or uses personal information that is covered by this **Policy** and requires protection under the Data Protection Legislation, then such affiliate is included within “Sompo International” for purposes of protecting the data that such affiliate receives or uses. For a list of Sompo International offices, please see <https://www.sompo-intl.com/location/corporate>. For a list of affiliates that are included in the Sompo Group, please see https://www.sompo-hd.com/en/group/group_list/.

SIIE may need to collect and process information relating to individuals who may benefit from this **Policy**, which may include both personal data and special category data (such as medical history). **You** must ensure that **you** have explicit verbal or written consent from these individuals to such information being processed by SIIE.

In collecting or processing personal data, including special category data, about the insured or related third parties under this **Policy**, SIIE shall comply with applicable data protection legislation. SIIE is committed to protecting **your** personal information and respecting **your** data protection and privacy rights **you** have under applicable law and regulations.

When **you** submit any information to SIIE for the purpose of requesting information from SIIE about, or obtaining, SIIE’s products or services or otherwise SIIE will use the information **you** provide, including any personal information, in its insurance business to conduct its business and perform its legal obligations, including:

- i. verifying **your** identity;
- ii. preventing, investigating or reporting fraud or potential fraud, money laundering, terrorism, misrepresentation, security incidents, sanctions violations or any crime, all in accordance with applicable law and regulations;
- iii. assessing, establishing and managing **claims** and arranging or entering into any appropriate settlements;
- iv. managing, reporting and auditing SIIE’s business operations;
- v. recovering debt;
- vi. developing, improving and protecting SIIE’s products, services, website, systems and relationships with **you**;
- vii. research, risk management and statistical analyses;

- viii. establishing, exercising or defending legal **claims**; and
- ix. meeting regulatory and compliance requirements.

SIIE will ensure that **your** personal data is processed in a manner consistent with the purposes set above. SIIE will retain **your** personal data for as long as it is necessary for the purposes mentioned above or as long as required by law.

With **your** permission, SIIE may also use **your** contact details (including email address(es)) to send **you** information about products and services or other products and services provided by SIIE or one of its group companies.

SIIE may share **your** information for the purposes outlined above with:

- i. SIIE’s group companies;
- ii. brokers, other **Insurers** and underwriters;
- iii. healthcare professionals;
- iv. law enforcement authorities;
- v. other government authorities;
- vi. fraud prevention agencies; and
- vii. third parties involved in any aspect of **claims** management including surveyors, loss adjusters, **claims** agents, solicitors and private investigators;
- viii. parties that may have a financial interest in the insurance **policy** or **claim**;
- ix. other service providers that may process **your** personal information on SIIE’s behalf (for example, IT service providers that host or support SIIE’s business and may have data that includes **your** personal information); and
- x. others with **your** consent or in accordance with applicable law and regulations.

If **you** have provided information about another person, in doing so **you** confirm that **you** have such person’s consent to provide the personal information to SIIE, that **you** have told such person that **you** have provided the information to SIIE, and how SIIE will use the personal information as described in this notice.

To the extent **you** have provided **your** consent, and **your** consent provides the basis for SIIE use of the information, **you** may withdraw **your** consent at any time by contacting SIIE as described below.

More details about how SIIE uses **your** personal information may be found in the Sompo International General Privacy **Policy**, available on SIIE’s at <https://www.sompo-intl.com/privacy-policies/>.

The website also provides additional information about **your** data protection rights, how **you** may access and update **your** personal information and other choices **you** have about how SIIE use **your** personal information (including how to object to processing or withdrawing **your** consent at any time). If **you** have any questions regarding this notice, please contact SIIE at:

Attn: Chief Compliance Officer
 SI Insurance (Europe), SA
 1221 Avenue of the Americas
 New York City, NY 10020
 Privacy@sompo-intl.com

Any complaints regarding the processing of **your** personal data can be sent to the postal and email addresses mentioned above or to the Luxembourg Data Protection Authority (Commission Nationale pour la Protection des Données), 15 Boulevard du Jazz L-4370 Belvaux, Luxembourg (cnpd.public.lu).

Morgan Price (Europe) ApS together with its insurance partners is the data processor of **your** personal data and their Privacy Notice can be accessed here: : Privacy Policy – View The **Morgan Price Privacy Policy** | **Morgan Price Europe** (morgan-price.eu)

Luxembourg Professional Secrecy

SI Insurance (Europe), SA (“SIIIE”) as an **Insurer** based in Grand-Duchy of Luxembourg is subject to an obligation to professional secrecy under the Luxembourg Act of 7 December 2015 on the insurance sector, as amended (the “Act”).

Pursuant to this law, the **policyholder** is informed that SIIIE outsources services, activities, tasks or functions (“outsourced services”) to external service providers and is required in this context to transfer to them data or information covered by professional secrecy.

SIIIE communicates on www.sompo-intl.com/locations/luxembourg/ website full information on the nature of the outsourced services, the type of information transmitted within the framework of the outsourcing and the country of establishment of the entities providing the outsourced services. The **policyholder** can consult this information by visiting the website or can obtain a copy of it by sending a request to SIIIE by mail, telephone or email specified in the insurance **policy**.

By signing the insurance application and/or paying the premium, the **policyholder** declares to have read this information and to consent to the outsourcing, the type of information transmitted in the context of the outsourcing and the country of establishment of outsourced service providers.

10 How to make a complaint

If **you** feel **we** have not provided the level of service **you** expected, please follow the procedures outlined below:

- **We** consider a complaint to be any oral or written expression of dissatisfaction from a customer to an employee of **Morgan Price (Europe) ApS**, in connection with the provision of, or failure to provide, a service to the customer.
- **You** can notify **us** by telephone, face-to-face or in writing.

Complaints Department
Morgan Price (Europe) ApS
 C/O ØENS Virksomhedsadministration ApS,
 Lergravvej 59, 1,
 2300 Kobenhaven,
 Denmark.
 Email: info@morgan-price.eu
 Tel: +44 (0) 1379 646730

How we deal with your complaint:

- **We** will always respond in a courteous manner and **we** aim to resolve complaints within 3 business days following receipt (e.g. received Monday 10:00am, aim to resolve by Thursday 5:00pm).
- Occasionally, for more complex cases **we** need additional time to investigate the concerns raised. In such cases, **we** aim to acknowledge the complaint within 5 business days, providing the name of the person dealing with it, as well as an indication of when to expect the matter to be concluded.
- If **we** cannot resolve the matter within 8 weeks **we** will write explaining why and point out the next steps available to you.

How we will respond to your complaint:

- If **we** can resolve **your** complaint within 3 business days following receipt, **you** will be sent a summary resolution communication, which will confirm the matter has been resolved.
- Where **we** have been unable to resolve the complaint within 8 weeks, **we** will write to **you** formally providing details of **our** investigation and outcome. This response will explain **our** position clearly and in plain language.
- If **we** agree to pay any redress or compensation, **we** will do so promptly.

Where **we** have reasonable grounds to be satisfied that another firm is solely or jointly responsible for the issues raised, the complaint will be referred to them promptly on **your** behalf. **We** will inform **you** of the referral, provide their contact details and follow the matter up with them to make sure **your** concerns are properly addressed.

We expect that the majority of complaints will be quickly and satisfactorily resolved at this stage, but if **you** are not satisfied **you** can take the issue further.

If you remain dissatisfied with our response:

Having received **our** final response, if **you** remain dissatisfied **you** may be entitled to refer **your** complaint to The Insurance Complaints Board. There is a complaint fee of DKK 200.

Visit their website at www.ankerforsikring.dk

Tlf: 33 15 89 00 (from 10am - 1pm)

Your complaint must be submitted in writing using the form which can be downloaded from their website: <https://ankeforsikring.dk/Sider/english.aspx>

If the insurance contract has been concluded online, the complainant may also use the European Commission's platform for Online Dispute Resolution (ODR) using the following link: <http://ec.europa.eu/consumers/odr/>



Phone: +44 (0) 1379 646730

Fax: +44 (0) 1379 652794

Email: info@morgan-price.eu

Morgan Price (Europe) ApS

ØENS Virksomhedsadministration ApS.

Lergravsvej 59, 1

2300 København s,

Denmark