

**Policy Terms and Conditions**

# MyHEALTH Dubai Individual Medical Plans

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## 1. OUR CONTRACT WITH YOU

- 1.1. These terms and conditions need to be read together with the policy cover page, the *namelist*, the *benefits schedule*, and any endorsement(s). All of these documents, together with the statements made in *your* application and any documents or statements submitted in connection with, or referred to in *your* application; make up the entire policy.
- 1.2. No change to the policy will be effective unless contained in a written endorsement signed by *us*.
- 1.3. This policy uses defined terms which appear in italics. Defined terms have the same meaning wherever they appear. The meaning given to a defined term can be found in the definitions section at the end of these terms and conditions.
- 1.4. *Our* administrator: MedNet UAE FZ LLC

## 2. FREE LOOK PERIOD

- 2.1. Please examine the policy carefully to make sure *you* have the cover *you* want. If *you* have any questions about the policy, please contact *us* or the person who arranged this policy for *you*. Within 30 days after delivery of this policy to *you*, *you* may return it to *us* for a full refund of any premium paid, provided that no claims have been made during this period. The policy will be deemed void from the *effective date*.

## 3. CO-INSURANCE AND DEDUCTIBLES

- 3.1. All *expenses* will be paid excess of any *deductible* that applies and after *we* have applied any *co-insurance percentage*.

## 4. WHERE ARE YOU COVERED?

- 4.1. This plan covers services rendered within the area of cover stated on the *benefits schedule*.
- 4.2. Services rendered outside of the area of cover will, subject to the Out of Area Cover Limit shown on the *benefits schedule*, be covered only if they are directly caused by *sudden illness* or *injury* occurring during the first 30 *travel days* of any trip outside the area of cover. This section does not apply to any trip:
  - 4.2.1. commenced or continued against the orders or advice of any *physician*; or
  - 4.2.2. undertaken in whole or in part for the purpose of obtaining medical care.
- 4.3. In the event *you* are hospitalised outside of the area of cover on the 30th *travel day* for a covered *sudden illness* or *injury*, provided notice of such hospitalisation has been given to *us* prior to that date, and subject otherwise to the terms and conditions of this policy governing termination of benefits, coverage under section 4.2 shall be extended until such time *you* no longer require hospitalisation for the *disability*.
- 4.4. Treatment in the *USA* will be subject to pre-approval. Otherwise, 50% co-insurance may be applied. *We* may waive the co-insurance in *our* sole discretion based on the *physician* and services rendered.

## 5. WHO IS COVERED?

- 5.1. *You* and *your* dependants whose names appear on the *namelist*.

## 6. PERIOD OF COVER

- 6.1. The minimum initial *period of insurance* is 12 months.

## 7. RENEWAL OF YOUR POLICY

- 7.1. Unless *you* have notified *us* in writing on or before the last day of the *period of insurance* that *you* do not wish to renew the policy, this policy will be automatically renewed by sending *you* a renewal policy by sending *you* a renewal policy prior to the last day of the *period of insurance* of *your* existing policy. The premium for *your* renewal policy will reflect the age of insured persons on the first day of the renewal *period of insurance* and other factors affecting the cost of insurance. No free look period will apply to a renewal policy.
- 7.2. *We* reserve *our* rights to also change upon renewal either:
  - 7.2.1. the terms, conditions, and benefits by giving *you* notice of such changes not less than 30 days prior to the end of a *period of insurance*, provided that such change will apply to all policies of the same plan type; or
  - 7.2.2. the premiums for *you* to reflect the risk associated with insuring *you* based on *your* usual country of residence, by sending *you* a notice of such changes prior to the end of a *period of insurance*.
- 7.3. If after receiving notice under section 7.2 *you* do not wish to renew *your* policy, *you* must notify *us* prior to the last day of the *period of insurance*. This clause shall not affect any rights *we* may have to cancel the policy or not offer renewal including, but not limited to, those provided for in the Material Changes clause.

## 8. WAITING PERIODS

- 8.1. Cover for the following benefits and *disabilities* will commence after an *insured person* has been continuously covered under the plan and any renewal thereof for the following time periods after the first day of the *period of insurance* in respect of an *insured person*:
- 8.1.1. Inpatient and Outpatient maternity: 6 months prior to the date of service. This waiting period does not apply to newborn care.
- 8.1.2. *HIV/AIDS*: coverage will apply only if signs or symptoms are present for the first time after three years continuous coverage under the plan and any renewal thereof
- 8.1.3. *Complications of pregnancy*: 366 days prior to the date of service
- 8.1.4. Enhanced outpatient maternity: 366 days prior to the date of service;
- 8.1.5. *Major dental treatment*: 10 months prior to the date of service; and
- 8.2. If *you* have changed the cover for an *insured person* after the start of the first *period of insurance*, the benefits for any *disability* or service subject to a waiting period will be those shown on the *benefits schedule* for that *disability* or service on the first day of the waiting period, or those shown on the current *benefits schedule*, whichever is less.

## 9. NEWBORN ADDITIONS

- 9.1. A *newborn infant* or child below age 5 born to a mother who has been covered under the policy may be added to the policy by Medical Questionnaire. The insurance coverage will not be started before the application has been accepted by *us*. *You* must provide *us* with a *Full Medical Underwriting* application form so that *we* can add the child to the policy. The premium for the new enrolment must be paid according to section 12.
- 9.2. Our underwriting process will apply to an addition, and *we* may offer cover at terms *we* require. The cover must be equal to the cover provided to the mother excluding any optional Maternity Benefits or Dental and Optical Benefits.

## 10. ADDITIONS, MODIFICATIONS, CANCELLATIONS

- 10.1. *Dependants* (other than newborns) can only be added at policy renewal unless there are exceptional circumstances which are agreed by *us*. To add *dependants* under this policy or to modify any details, please contact *us*.
- 10.2. *You* may change *your* cover at *your* renewal date. If *you* reduce *your* cover, *you* will not be subject to medical underwriting. However if *you* wish to increase *your* level of cover, *you* will be subject to medical underwriting and *your* eligibility and policy conditions may be changed. Existing waiting periods will be transferred across to *your* next policy year regardless of whether *you* upgrade *your* cover or not, however any new waiting periods on *your* upgraded cover will apply from the policy renewal date. In the case of additions, any new joiner will be subject to medical underwriting.

## 11. CANCELLATION

- 11.1. The minimum *period of insurance* is 12 months. If this policy is cancelled mid-term no refund will be made.
- 11.2. A pro-rated refund could be provided, if no claims incurred, if *your* visa is being cancelled, changed or where *you* have been added to another policy. In order to be eligible to a refund, *you* must provide *us* with evidence of *your* visa cancellation or change, or proof of *your* alternative insurance policy. Where *your* request for cancellation relates to a visa cancellation or change, *we* will provide 30 days cover after the date of the visa cancellation or change, meaning *your* refund will be calculated from the 31st day after *your* visa cancellation or change date. Refund will take place 45 days after last day of coverage.

## 12. PREMIUM PAYMENT AND GRACE PERIOD

- 12.1. Full annual premium is required and must be collected.
- 12.2. *We* must receive *your* premiums on or before the Due Date stated on the Debit Note.
- 12.3. For all premium payments after the first (instalments), if the premium is not received on the Due Date, the policy will be suspended. i.e. cover for all beneficiaries will be suspended. If payment is made, the policy will be reinstated. If the premium is not received before 11:59pm Dubai time on the 10th day following the Due Date, the policy will terminate.

## 13. OWNERSHIP AND SUCCESSOR INSURED

- 13.1. *Expenses* will be paid to *you* or *your* legal representatives, whose receipt will discharge *our* liability for those *expenses*. *We* may, in *our* absolute discretion, pay *expenses* to a provider of services, unless *you* or *your* legal representative have instructed *us* in writing not to and *we* have not agreed to pay *expenses* to the provider prior to receiving such instruction.
- 13.2. If the *policyholder* should die during the *period of insurance* then (in the following order of priority), *your* surviving spouse or, if *you* leave no surviving spouse, the eldest *insured person* then covered by the policy (or their legal guardian, if a minor) will automatically become the *policyholder*.

- 13.3. Unless an endorsement states otherwise, we shall treat the *policyholder* as the absolute owner of this policy and we are not bound to recognise any other claim to, or interest in, this policy.

## 14. IN THE EVENT OF FRAUD OR NONDISCLOSURE

- 14.1. We may cancel your policy from inception and retain the premium if:
- 14.1.1. you provided false information to us, or failed to disclose information to us, in connection with your application or any application for addition of an *insured person*, upgrade, or reinstatement, and the misrepresentation or nondisclosure was fraudulent; or
- 14.1.2. any claim is in any respect fraudulent or if fraudulent means or devices are used by you or an *insured person* or anyone acting on your or an *insured person's* behalf to obtain benefits under this policy.
- 14.2. We reserve the right to re-underwrite your application if any claim is related to pre-existing conditions which were not stated in the application form. This can result in an exclusion of the undisclosed *pre-existing condition* and related treatment for the remaining *period of insurance*, loading of premium for the remaining *period of insurance* or cancellation of the policy.
- 14.3. If this policy is cancelled due to the event of fraud or nondisclosure after claims have been paid, or after we have provided a guarantee of payment to a provider of services, we reserve the right to cancel any amounts paid or guaranteed or claim the payment back from you according to section 20.

## 15. MATERIAL CHANGES

- 15.1. As a condition precedent to liability, you must inform us as soon as reasonably practicable of any change in your name, the country(ies) of which you hold a passport or citizenship, or your *usual country of residence*. If such notice is not given we will have no liability under this policy for expenses occurring after the date of such change.
- 15.2. You must inform us as soon as reasonably practicable of any change to your residential address or correspondence address. Until such notice is given we may continue to send correspondence to the last address given to us by you, and shall not bear any consequences if such correspondence is not received by you.

## 16. PROOF OF CLAIM AND COOPERATION

- 16.1. As a condition precedent to liability, all claims for reimbursement of *expenses* must include the following (the "required claim documents"):
- 16.1.1. bills and supporting documents showing the breakdown of *expenses* and the diagnosis of the condition treated;
- 16.1.2. evidence of payment by you, and
- 16.1.3. a claim form with all relevant sections completed
- 16.1.4. test results, medical reports signed off by your attending *physician*
- 16.2. All required claim documents must be received by us within 180 days from the date service was rendered or 45 days from the date policy terminated. Where it is not reasonably possible to present the required claim documents to us within this period, they must be received by us within 365 days from the date you incurred the expense.
- 16.3. Claims can be submitted to us:
- 16.3.1. via the APRIL Easy Claim smartphone app
- 16.3.2. By email to [claims.uae@hayah-april.com](mailto:claims.uae@hayah-april.com) with copies of the supporting documents
- If you submit claims via Easy Claim or by email, you must retain a copy of the original documents and must send the original documents to us upon request or when required by our claim instructions.
- 16.4. You must fully cooperate with us and our appointed agents in connection with any claim. Your cooperation may include, but is not limited to, providing original documents upon request, or providing any consent we reasonably need to obtain information relevant to your claim from any source, including a *physician* or other medical provider, *hospital*, or an insurance company.
- 16.5. If we ask for cooperation, documents, information, or consent to obtain documents or information, it shall be a condition precedent to liability that you provide the requested cooperation, document, information, or consent in a timely manner.
- 16.6. Claims amount must be *reasonable and customary*. Any amount falls outside *reasonable and customary* may lead to out of pocket expenses. Pre-authorisation service is available to prevent this issue and it is recommended.

## 17. PROCESS TO OBTAIN *PRE-AUTHORISATION* outside the UAE

- 17.1. The following services on the *benefits schedule* require *pre-authorisation*:
- ▶ *hospital benefits surgery* performed while a day-patient in a clinic or in a *physician's* office
  - ▶ *Active Cancer Treatment*
  - ▶ *stem cell treatment*
  - ▶ *rehabilitation treatment*
- 17.2. Co-payment for *pre-authorisation* outside of the GCC and the USA:
- ▶ 30% co-payment for services not pre-authorised by us
- The co-payment for services that are not pre-authorised will not apply where *you* can show the service was *medically necessary* due to an *emergency* and *you* or *hospital* contacted us within 24 hours after admission or as soon as reasonably possible.
- 17.3. Co-payment for planned hospitalisation or surgeries in the USA:
- ▶ 50% co-payment for services rendered outside *our* preferred USA network
- The co-payment for services that are rendered outside *our* preferred USA network will not apply where *you* can show the services was medically necessary due to an *emergency* and *you* or *hospital* contacted us within 24 hours after admission or as soon as reasonably possible.
- 17.4. To obtain *pre-authorisation*, *you* must submit *your* request at least 5 working days in advance before admission or treatment.
- 17.5. Upon receiving *your* request we will review the medical necessity and appropriateness of the requested service and within five working days will notify *you* of *our* decision to:
- ▶ grant pre-approval
  - ▶ deny pre-approval / Request further information
- 17.6. Pre-approval may be partly given and partly denied. If within the five days *pre-authorisation* is not given or denied, or additional information requested, then such service will not be subject to the co-payment applicable to services for which *pre-authorisation* was not maintained.
- 17.7. If we request further information *you* are required to provide any additional information we may require. Sections 16.4 and 16.5 of this policy apply.
- 17.8. *Pre-authorisation* is not a guarantee of benefits or eligibility and all services are subject to benefit limitations and other policy terms. *Pre-authorisation* may be revised or withdrawn if we determine later that the service is not covered or is not *medically necessary*. If *pre-authorisation* is given for a particular service, that *pre-authorisation* applies only to that service and further *pre-authorisation* must be obtained for other services even if related to the same *disability*.
- 17.9. If an extension of the length of stay is necessary, *you* must contact us before the pre-approved length of stay finishes. If *you* fail to do so any services rendered after the end of the planned admission period will be subject to the co-payment for services for which *pre-authorisation* was not obtained.
- 17.10. If *pre-authorisation* is denied *you* may appeal the decision, and we will make a further determination or request additional information within five days of receiving *your* appeal. Only one appeal is permitted per service.

## 18. RIGHT TO EXAMINE AN *INSURED PERSON*

- 18.1. As a condition precedent to liability we are entitled to require an *insured person* to undergo a medical examination at *our* expense by a *physician* of *our* choosing. If an *insured person* dies, we are entitled to require a post-mortem examination at *our* expense unless forbidden by law.

## 19. CLAIMS AGAINST THIRD PARTIES OR OTHER INSURANCE

- 19.1. As a condition precedent to liability, if another medical or *accident* insurance covers *you* for *expenses* relating to a *disability* also covered by this policy, we will only be liable for the excess of the amount recoverable from such other source or insurance. As a condition precedent to liability, if another person or entity may have liability for *your expenses*, including but not limited to a third party who is responsible for an *injury*, *you* must take all steps necessary to secure reimbursement from that other person or entity.
- 19.2. As a condition precedent to liability *you* must not negotiate, settle, compromise, release or otherwise discharge any claim *you* may have against any third party who may have liability relating to *your expenses* without *our* prior written agreement. Failure to obtain *our* prior written agreement will result in us having no liability under this policy for *expenses* which might have been recoverable from that third party.
- 19.3. In the event of any payment under this policy, we shall be subrogated to *your* or any *insured person's* rights of recovery against any other person or entity. We may take proceedings in *your* name, but at *our* expense, to recover any amount we pay under this policy. Neither *you* nor any *insured person* shall do anything likely to prejudice such recovery, and instead shall take all reasonable steps to assist us in obtaining such recovery.
- 19.4. Should *you* declare on the application form not having any other health insurance with another company when it is actually proven that *you* had one at the time of inception, it will be considered as a fraud and we will reserve the right not to pay any claims.

## 20. RIGHT OF RECOVERY

- 20.1. If we pay, guarantee, or authorise payment of, *expenses*, or if *you* obtain treatment through *our* direct billing network, and we later determine that *you* were not entitled to that payment for any reason, we reserve the right to claim the payment back from *you*.
- 20.2. If *you* have not paid the premiums as per section 12, we may deduct amounts from any claims or any sum then due or which at anytime thereafter may become due to *you* under this policy, until the said outstanding have been fully satisfied. Exercise by us of *our* rights here shall be without prejudice to any other rights or remedies available to us under this policy, or otherwise howsoever, at law or in equity.

## 21. COMPLAIN PROCEDURE SECTION

- 21.1. We aim to provide the best service possible service. However, if an *insured person* has any complaint regarding the standard of service received under this policy, the following procedure is available to resolve the situation:  
The *insured person* should write to the Complaints Team either on the website at <https://hayah.com/contact-us> or by mail at HAYAH Insurance Company P.J.S.C., Sheikh Sultan Bin Hamdan Building, Corniche Road. P.O. Box 63323, Abu Dhabi, United Arab Emirates, with full details of the subject of the complaint, relevant documentary materials which may support *your* complaint, *your* full name and how we may contact you (i.e. full address, telephone number, email address).  
If we cannot give you a final decision within 4 weeks from the date we receive *your* complaint, we will explain why and tell you when we hope to reach a decision.

## 22. GOVERNING LAW AND JURISDICTION

- 22.1. This policy is governed by, and is to be interpreted according to, the laws of Dubai Special Administrative Region and subject to the exclusive jurisdiction of Dubai courts.

## 23. SANCTIONS AND COMPLIANCE WITH LAWS

- 23.1. This insurance does not apply to the extent that trade or economic sanctions or other similar laws or regulations prohibit the coverage provided by this insurance. In addition, *your* coverage may be denied or will cease if you are or become the subject of trade or economic sanctions.

## 24. ARBITRATION PROCEDURE

- 24.1. We take the concerns of *our* customers very seriously. Any affected person or stakeholder may register a complaint by either visiting *our* website: <https://hayah.com/contact-us> or sending us a letter or email at [contact@hayah.com](mailto:contact@hayah.com) or contacting us via telephone call on 800-HAYAH to register their complaint.

## 25. EXCLUSIONS

This policy does not cover the following treatments, medical conditions, services or procedures. Any adverse consequences or complications thereof, are not covered, unless otherwise indicated in the Table of Benefits

- 25.1. Pre-existing conditions and any related, associated or consequential *disabilities* which were not disclosed to us before the *period of insurance* and which we have not agreed in writing to cover under this policy.
- 25.2. Treatment, care or a test which is not *medically necessary*.
- 25.3. Services which have not been prescribed by *your* attending *physician* other than a second opinion before *surgery* unless otherwise stated on the *benefits schedule*.
- 25.4. Treatment which is covered by insurance or a source of indemnity other than this policy.
- 25.5. Services by a *dentist*, other than services claimed under Dental and Optical Benefits where specifically provided on the *benefits schedule*.
- 25.6. *Emergency Dental Treatment* related directly or indirectly to biting, chewing or teeth grinding.
- 25.7. *Reconstructive surgery* except when required as a direct result of a *disability* covered under this policy.
- 25.8. *External prosthesis* except when required as a direct result of a *disability* first occurring during a *period of insurance*.
- 25.9. Treatment, care or tests directly or indirectly related to:
- 25.9.1. *Major and minor assisted conception*, contraception, sterilisation, fertility or infertility, prior history of miscarriages, hypogonadism or testosterone deficiency, sexual dysfunction, or abortion other than for therapeutic reasons;
- 25.9.2. *Sexually transmitted disease*;
- 25.9.3. Gender reassignment;
- 25.9.4. *HIV/AIDS* except when contracted during a treatment covered by this policy;
- 25.9.5. *Cosmetic treatment, surgery* or any direct or indirect complications or consequences related to cosmetic procedures;
- 25.9.6. Refractive defects of the eye other than services claimed under Dental and Optical Benefits where specifically provided for on the *benefits schedule*;
- 25.9.7. Multifocal lenses following a cataract surgery;
- 25.9.8. *Terminal illness* other than as provided by the *hospice or palliative treatment* benefit as shown on *your benefits schedule*;

- 25.9.9. Weight loss or weight management;
- 25.9.10. Smoking cessation, including but not limited to consultations, treatments, products, therapies, medications, and any other services or interventions aimed at quitting smoking;
- 25.9.11. Self-inflicted *injury*, suicide or attempted suicide;
- 25.9.12. Abuse of alcohol, illegal drugs, or medicines not prescribed to the *insured person* by a *physician* or taken in excess of prescribed quantities;
- 25.9.13. Sleep disorders;
- 25.9.14. *Injury* related to participation in professional sports on a full time or part time basis; disability as a result of participation in mountaineering or trekking above 3,000 metres; caving or potholing; downhill off-piste skiing and snowboarding; riding on a snowmobile; motor sports on land; boating in vessels designed to travel at 30 knots or more; diving in excess of 12 metres below the surface of the water; rock climbing involving ropes or pitons; hunting; ice hockey; parachute jumping; wrestling; polo; water skiing or wake-boarding; boating activities beyond 5 kilometres from a coastline; aviation activities other than as a fee-paying passenger on a regular scheduled airline or licensed chartered aircraft;
- 25.9.15. Deliberate exposure to exceptional danger except in an effort to save human life;
- 25.9.16. *Preventive treatment*;
- 25.9.17. Healthcare services and treatments by acupuncture, massage therapy, aromatherapy, ozone therapy;
- 25.9.18. Any investigations or health services conducted for non-medical purposes such as investigations related to employment, travel, licensing or insurance purposes other than services claimed under Check-up benefits where specifically provided on the *benefits schedule*;
- 25.9.19. Dandruff and complications regarding hair loss;
- 25.9.20. Pregnancy or childbirth, other than services claimed under *Complications of pregnancy*, Outpatient maternity, Enhanced outpatient maternity or Inpatient maternity Benefits where specifically provided on the *benefits schedule*;
- 25.9.21. Driving under the influence of alcohol or driving without a legal or valid driving license;
- 25.9.22. Driving a motorcycle without wearing a helmet or without a legal or valid motorcycle driver's license;
- 25.9.23. Drug addiction, smoking, alcoholism, or use of any psychoactive substances.
- 25.10. Purchase or rental of prostheses, corrective devices, hearing aids, or durable medical equipment other than *surgical implants*, external prostheses, *medical appliances* or hearing aids benefits shown on the *benefits schedule* as covered by this policy.
- 25.11. The cost of purchasing an organ for transplantation.
- 25.12. The following services, whether or not recommended or prescribed by a *physician*:
  - 25.12.1. Experimental or unproven treatment;
  - 25.12.2. Non-western or non-allopathic treatment except to the extent specifically stated in the *Complementary Medicine* and Traditional Chinese Medicine section of the *benefits schedule*;
  - 25.12.3. Any service rendered while an *insured person* is an inmate of a prison, jail or any correctional facility including halfway houses or similar facilities, or while a patient of any mental institution;
  - 25.13. House calls, delivery of medicine unless arranged by *our* administrator MedNet UAE FZ LLC or by Teladoc or other items, or any service rendered at a person's home, office, hotel room, or similar place;
  - 25.13.1. Services or treatment while a bed patient at any facility that is not a *hospital*, including an institution such as an *intermediate care facility* or *nursing home*;
  - 25.13.2. Vitamins, nutritional supplements, sleep medication, chelation therapy, bioresonance therapy or diagnosis, or colonic hydrotherapy;
  - 25.13.3. *Custodial or maintenance care* or rest cures;
  - 25.13.4. *Hospital* inpatient treatment for convalescence, rehabilitation, supervision or which in the opinion of *our* medical advisor, could be properly treated as an outpatient;
  - 25.13.5. Mental and nervous conditions or behavioral and developmental disorders, except for benefits shown on the *benefits schedule*;
  - 25.13.6. If Dental and Optical Benefits are included in the *benefits schedule*:
    - 25.13.6.1. *Dental treatment* utilising gold caps, gold onlays and precious stones; and
    - 25.13.6.2. Orthodontic treatment that is commenced from the age of 16.
  - 25.13.7. Services by a *psychologist* or counsellor other than where specifically provided on the *benefits schedule*.
  - 25.13.8. If Maternity Benefits are included in the *benefits schedule*:
    - 25.13.8.1. The usage of non-medically necessary ultrasound scans, other than 2D ultrasounds.

- 25.14. *Disability* suffered while serving as a member of a police force or military unit of any country or international authority, or due to participation in *war*, civil *war*, invasion, insurrection, revolution, use of military power, usurpation of government or military power, or any known or suspected terrorist act or any illegal act or while engaging in criminal activities.
- 25.15. *Disability* as a result of exposure to:
- 25.15.1. Biological or Chemical contamination (NBC);
- 25.15.2. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- 25.15.3. The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- 25.15.4. Any weapon of *war* employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- 25.16. Travel *expenses* incurred to obtain medical treatment other than in the course of an *emergency* medical evacuation we have approved in advance, or which has been approved by the *emergency assistance provider*.
- 25.17. For the usage of non-*medically necessary* robotic *surgery* which can be replaced by a conventional *surgery*, we will only cover up to the *reasonable and customary* cost of a conventional treatment.
- 25.18. Treatment outside your area of cover as stated on your *benefits schedule* except to the extent Out of Area Cover is provided for in your *benefits schedule*.
- 25.19. All *expenses*:
- 25.19.1. which are not *reasonable and customary*;
- 25.19.2. incurred in Iran or Cuba;
- 25.19.3. for medical certificates or administrative fees such as a charge for providing a claim form or medical records;
- 25.19.4. incurred outside the *period of insurance* or in any period for which the appropriate premium has not been paid;
- 25.19.5. incurred during the *period of insurance* for drugs and/or medical services consumed or provided once the *period of insurance* has ended; or
- 25.19.6. for services performed or items sold by you, your parents, your children, or any entity in which you, your parents, or your children either are an employee or director or have a greater than 1% ownership interest.



## DEFINITIONS

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- A. ACCIDENT OR ACCIDENTAL:** A sudden, unexpected and specific event, external to the body, which occurs at an identifiable time and place.
- A. ACTIVE CANCER TREATMENT:** A course of treatment intended to affect the growth of the cancer by shrinking the cancer, stabilising it or slowing the spread of disease, and not given solely to relieve symptoms or to prevent a recurrence. It also includes the first consultation with the oncologist after the last treatment in the last planned course of *active cancer treatment*, and any associated *diagnostic scans and tests*.
- B. BEHAVIOURAL OR DEVELOPMENTAL DISORDER:** A *disability* classified in categories F53 to F54 and F59 to F98 of the International Classification of Diseases 10th Revision (2010 version).
- B. BENEFITS SCHEDULE:** The schedule(s) showing each of the benefits available under this policy and the limit available for those benefits.
- C. CO-INSURANCE PERCENTAGE:** The share of *expenses* for which you are liable, shown on the *benefits schedule*.
- C. COMPLICATIONS OF CHILDBIRTH:** Related to the health of the mother or child. It covers any complications that arise during the delivery stage including *emergency caesarean*.
- C. COMPLICATIONS OF PREGNANCY:** Only the complications that arises during the antenatal stage of pregnancy are covered. Any claims related to wholly or partially or arising directly or indirectly during the delivery stage, including complications arising from the delivery stage, shall not be covered. The coverage of the complication of pregnancy is applicable to the mother only.
- C. COMPLEMENTARY MEDICINE:** Therapeutic services rendered by one of the types of practitioner listed in the *Complementary Medicine* and Traditional Chinese Medicine section of the *benefits schedule*, other than someone related to you by blood, marriage or adoption, who is qualified by education and training and, if required or permitted to be licensed or registered by the laws of the place where service took place, is licensed or registered in that place, and who in performing such services is acting within the scope and training of that discipline.
- C. CONFINEMENT:** A continuous period of not less than 18 hours as a registered bed patient in a *hospital*.
- C. CONGENITAL CONDITION:** Any condition classified as a congenital anomaly in the International Classification of Diseases 10th Revision (2010 version).
- C. COSMETIC TREATMENT:** *Surgery*, chemical treatment, or other procedures performed to reshape or modify structures of the body or physical appearance, including treatment of any medical condition which arises in any way from cosmetic procedures.
- C. CUSTODIAL OR MAINTENANCE CARE:** Care provided mainly:
- for personal needs, comfort or convenience for which specialised medical training or skills are not necessary; or
  - to maintain, rather than improve, a physical or mental function, or to provide a protected environment, including *physician-prescribed* bed rest.
- D. DEDUCTIBLE:** An amount shown on the *benefits schedule* corresponding to a benefit available under this policy. We are entitled to deduct this amount from any payment of *expenses*.
- D. DENTAL TREATMENT:** Evaluation, diagnosis, prevention, and surgical or non-surgical treatment of diseases, disorders and conditions of the oral cavity, maxillofacial area and the adjacent and associated structures.
- D. DENTIST:** A properly qualified practitioner other than someone related to you by blood, marriage or adoption, who is licensed by the competent authorities of the country in which treatment is provided to render *dental treatment*, and who in rendering such treatment is practicing within the scope of his or her licensing and training.
- D. DEPENDANT:** Your spouse under the law of your usual country of residence or your de facto partner. Each of your unmarried children, stepchildren or adopted children who are under twenty- three (23) years of age for all or part of the *period of insurance*. Any children above twenty- three (23) years of age will be required to provide supportive certificate of studying.
- D. DIAGNOSTIC SCANS AND TESTS:** Medically necessary tests and procedures prescribed by an attending *physician* to investigate the cause and nature of symptoms of a *disability*. Limited to the following tests and scans unless otherwise stated on the *benefits schedule*: laboratory tests and pathology, CT scan, PET Scan, MRI, ultrasound, ECG, endoscopic exams, and x-ray.
- D. DISABILITY:** An *illness or injury*, and any symptoms, sequelae, or complications thereof. In the case of *injury*, it means all injuries arising from the same event or series of contiguous events.
- E. EFFECTIVE DATE:** The date specified on the *namelist* as the date on which the *period of insurance* in respect of any *insured person* commences under this policy.
- E. EMERGENCY:** A sudden change in your health as a result of an *accident* or acute exacerbation of a *disability* which requires immediate medical or surgical intervention within 24 hours to avoid permanent damage to your life or health.
- E. EMERGENCY ASSISTANCE PROVIDER:** APRIL Assistance
- E. EXPENSES:** Amounts you incur during the *period of insurance* for a medically necessary service and which fall within the categories of benefits shown on the *benefits schedule*.
- E. EXTERNAL PROSTHESIS:** An artificial body part prescribed by an attending *physician* as part of treatment relating to a *disability* covered by this policy.
- E. EXPERIMENTAL TREATMENT:** Treatment and drugs are deemed experimental if they have not been approved by the European Medicines Agency (EMA), and the Food and Drug Administration (FDA) despite the treatment is approved by the local governance. Approved treatment and drugs should be used within the terms of that license. Should these agencies have conflicting views or provide no guidance, APRIL will make a decision based on published medical articles which are using a rigorous scientific method (including randomized controlled trial) to prove the safety and efficacy of the treatment and drug.

- F. FULL MEDICAL UNDERWRITING:** means that you provide us with a detailed medical history on the *Full Medical Underwriting Application Form* to enable us to decide whether to accept or decline your application and whether we need to apply any specific exclusions or loadings to your policy.
- F. FOLLOW UP CANCER CARE:** Specialist consultations, laboratory tests and pathology, CT scans, PET Scans, MRIs, ultrasounds, endoscopic exams, and x-rays ordered by a specialist with the aim of detecting the existence of newly formed or previously un-detected cancer cells, and medicines and drugs given to prevent recurrence of cancer.
- H. HIV/AIDS:** Infection with the Human Immunodeficiency Virus and any mutation thereof and/or Acquired Immune Deficiency Syndrome ("AIDS") and any symptoms relating thereto or illnesses arising therefrom. AIDS includes any cancer or infection in an HIV-infected person who, on or at any time before the date of service, had a CD4 T-cell count below 200 cells per microliter.
- H. HOME COUNTRY:** The country of the passport or identity document of *insured persons* listed on the application or notified to us under the terms governing material changes. For any *dependant* who does not have a passport, it will be the *home country* of the employee of the *policyholder*.
- H. HOSPICE OR PALLIATIVE TREATMENT:** A program of medical, psychological, social, and spiritual care provided to persons who have been diagnosed as suffering from a *terminal illness*. Treatment must be prescribed by a *physician* and provided by a *hospital* or institution licensed by the competent medical authorities of the country in which care is provided and which, in providing care, is practicing within the scope of its license. *Hospice or palliative treatment* costs may only be claimed under the *hospice or palliative treatment* section of the *benefits schedule*, and no other type of benefit under this policy provides coverage in connection with *hospice or palliative treatment*.
- H. HOSPITAL:** An institution licensed by the competent medical authorities of the country in which it is located to provide care and treatment of sick and injured persons as bed patients and which:
- has full diagnostic, therapeutic and surgical procedures; and
  - provides 24 hour a day nursing services by registered graduate nurses; and is supervised by a staff of *physicians*; and
  - Is not primarily a clinic, an *intermediate care facility or nursing home*, a mental institution, a home for the aged, or a place for alcoholics or drug addicts.
- H. HOSPITAL ROOM AND BOARD:** Room and board and general nursing care, subject to the following accommodation levels as stated on the *benefits schedule*.
- STANDARD PRIVATE ROOM** – The base class of rooms having one (1) patient bed per room with an en-suite bath or shower room. Standard private room does not include a suite.
- SEMI-PRIVATE ROOM** – A class of room having two (2) patient beds per room and shared bath or shower room, whether both beds are occupied or not.
- WARD** – A class of room having three (3) or more patient beds per room, whether all beds are occupied or not.
- I. ILLNESS:** A physical condition, including symptoms, sequelae, or complications, marked by a pathological deviation from the normal healthy state during the *period of insurance*.
- I. INJURY:** Identifiable physical damage to your body which is caused by an *accident* solely and independently of any other causes, is not intentionally self-inflicted, and does not result from *illness*.
- I. INSURED PERSON:** The person/persons identified on the namelist.
- I. INTENSIVE CARE UNIT:** A class of room dedicated to the constant, close monitoring of the vital body functions of critically ill patients, which provides a high ratio of nursing staff to patients, and which has full facilities for the resuscitation of patients. This definition also includes a coronary care unit which has facilities not less comprehensive than those described above.
- I. INTERMEDIATE CARE FACILITY OR NURSING HOME:** A place devoted to providing support services for individuals requiring medical, nursing, or custodial or maintenance care in a residential setting.
- K. KIDNEY DIALYSIS:** Hemodialysis and peritoneal dialysis. *Kidney dialysis expenses* may only be claimed under the *kidney dialysis* section of the *benefits schedule*, and no other type of benefit under this policy provides coverage in connection with *kidney dialysis*.
- M. MAJOR ASSISTED CONCEPTION:** The use of surgical methods to increase the number of eggs during ovulation or to bring a human sperm and an egg, or eggs, close together, thereby increasing the chance of conception. This include but is not limited to Intra-uterine insemination (IUI), In vitro fertilization (IVF), intracytoplasmic sperm injection (ICSI).
- M. MAJOR DENTAL TREATMENT :** Surgical removal of impacted, buried, or unerupted teeth/roots or odontomes; treatment of disorders of the temporomandibular joint (TMJ); orthodontic treatment commenced below the age of 16; dental implants; root canal therapy or apicoectomy; dentures (new/repair of old); gold, amalgam, composite or porcelain crowns and bridges; treatment by a *dentist* of illnesses of the oral mucosa and directly related laboratory tests or pathology services; antibiotics or medicines for pain management for which a prescription is required for purchase and which have been prescribed by a *dentist*; periodontics, deep oral prophylaxis or root planing.
- M. MEDICAL APPLIANCES:** The following items and their accessories if prescribed by a *physician* for a *disability*: cranial helmets, nebulisers, oxygen pumps and masks, hearing aids, corrective splints, insulin pumps, infusion pumps, glucose monitors and lancets, orthotics/ orthopaedic braces and supports, tracheo-esophageal voice prosthesis, compression stockings, arch support, and consumable diabetes or ostomy supplies.
- M. MEDICAL CHECK-UP:** Consultations and tests that are undertaken without any clinical signs or symptoms being present.
- M. MEDICALLY NECESSARY:** Possessing an identifiable relationship to either a covered *disability* or symptom(s) of a *disability* which if existing would be covered under the policy.
- a therapeutic service required to prevent permanent damage to life or health where you have an *illness* or *injury*; or
  - a diagnostic service to determine whether therapeutic services are necessary, where you have active symptoms, the cause of which are unknown, but which are suggestive of an *illness* or *injury*.
  - a treatment or service required for reasons other than the comfort or convenience of you or *physician*.
- The term "appropriate" shall mean taking patient safety and cost effectiveness into consideration. It also includes the appropriateness of the type of service (outpatient/daypatient/inpatient) based on the medical standard. When specifically applied to inpatient request, we reserve the right to decline an inpatient stay for a procedure or treatment that is commonly prescribed as outpatient/daypatient.
- M. MEDICINES AND DRUGS:** Medicines and drugs for which a *physician's* prescription is required for purchase, and which have been dispensed by a *physician's* office or by a licensed pharmacist after having been prescribed by a *physician*.

- M. MENTAL AND NERVOUS CONDITION:** Any condition classified as a mental, *behavioural* and neurodevelopmental disorders and nervous disorder (F01 – F99, G00 – G99) in the International Classification of Disease 10th Revision (2010 version) (ICD10), except for *Behavioural or developmental disorder* and F50 to F52 and F55 in the ICD 10 codes).
- M. MINOR DENTAL TREATMENT:** Dental checkup; x-ray, gold or amalgam or composite or porcelain inlays, onlays, or fillings; routine tooth cleaning, scaling, and prophylaxis (including when done by an *oral hygienist*); simple extractions; and application of sealants.
- M. MOBILITY AIDS:** Crutches, canes, walkers, manual wheelchairs and non-motorised knee scooters.
- N. NAMELIST:** A section of the policy identifying the *insured persons* covered under this policy.
- N. NEWBORN CARE:** We will pay for treatment of any eligible medical conditions (including congenital disorders) rising up to and including 30 days from birth. We will also pay for BCG, Hepatitis B, Vit K and other neo-natal screening tests, including; Phenylketonuria, Congenital Hypothyroidism, Sickle cell screening, Congenital adrenal hyperplasia, G6PD and hearing tests.  
In the event of multiple births, the new born care benefit limit shown on the mother's policy is the maximum aggregate amount that can be claimed for, regardless of the number of babies born.
- N. NEWBORN INFANT:** A child under 28 days of age.
- N. NURSERY CARE :** includes (i) accommodation for the child, (ii) customary exHomeopathy, Ayurvedaaminations required to assess the integrity and basic function of the child's organs and skeletal structures (these essential examinations are carried out immediately following birth) and, (iii) further preventive diagnostic procedures, such as routine swabs, blood typing , and hearing tests, if they occur before the child's discharge and if they are performed within 7 days from the childbirth.
- O. ORAL HYGIENIST:** A properly qualified employee of a *dentist* who is licensed, if required, by the competent medical authorities of the country in which treatment is provided to render services such as cleaning and anesthesia, and who is rendering such treatment at the direction of, and under the direct supervision of a *dentist*.
- O. ORGAN TRANSPLANTATION:** A Transplantation of a cornea, kidney, heart, liver, lung or bone marrow from one human to another.
- O. OTHER MEDICAL EXPENSES:** Theatre fees, blood, dressings, *medicines and drugs, surgical implants, diagnostic scans and tests* and rental of *mobility aids*, provided while in *hospital*.
- P. PARENTAL ACCOMMODATION:** A fee for an additional bed in the same room for a parent or legal guardian staying with a *dependant* child covered under this policy who is admitted as an inpatient in a *hospital* for the treatment of a covered *disability*.
- P. PERIOD OF INSURANCE:** The period starting at 00:00 a.m. UAE time on the first day shown on the policy cover page and ending at 11:59pm UAE time on the last day shown on the policy cover page. If an *insured person* has been added to the policy mid-year, it means the period shown on the *namelist* in respect of that *insured person*. If this policy is renewed, the *effective date* shown on the renewal endorsement will be first day of the new *period of insurance*.
- P. PHYSICIAN:** A doctor of western medicine other than someone related to *you* by blood, marriage or adoption, who is licensed by the competent medical authorities of the country in which treatment is provided, and who in rendering such treatment is practicing within the scope of his or her licensing and training.
- P. PHYSIOTHERAPY:** Treatment of a *disability* by physical methods such as manipulation and mobilisation, Transcutaneous Electrical Neural Stimulation, heat treatment, and exercise rather than by drugs or *surgery*. Treatment must be performed by a physiotherapist, other than someone related to *you* by blood, marriage or adoption, acting within the scope and training of the *physiotherapy* discipline and who, if required or permitted to be licensed or registered by the laws of the place where service took place, is licensed or registered in that place.
- P. POLICYHOLDER:** The person named in the policy cover page as the *policyholder*.
- P. PRE-EXISTING CONDITION:** Any *disability*:
- which existed before the *period of insurance* and which presented signs or symptoms of which *you* were aware or should reasonably have been aware of; or
  - for which *you* have sought or received treatment, medication, advice or diagnosis in the two (2) years before the *period of insurance*; or
  - which *you* knew to exist before the *period of insurance* and whether or not *you* sought or received treatment, medication, advice, or diagnosis for it.
- P. PRE-TERM BIRTH:** Birth of a living child before 37 weeks of pregnancy are completed.
- P. PROFESSIONAL FEES:** Surgeon's fees, anaesthetist fees, general nursing fees, physiotherapist fees, speech therapist fees and attending physician fees.
- P. PSYCHOLOGIST OR PSYCHOTHERAPIST:** A *psychologist / psychotherapist* other than someone related to *you* by blood, marriage or adoption, who is licensed by the competent medical authorities of the country in which treatment is provided or in which the *psychologist / psychotherapist* finished the study, and who in rendering such treatment is practicing within the scope of his or her licensing and training.
- P. PREVENTIVE TREATMENT:** Treatments that prevent occurrence or recurrence of a *disability, injury or illness*, rather than treating a *disability*.
- P. PREVENTIVE (PROPHYLACTIC) SURGERY:** Refers to surgical procedures performed to remove tissues, organs, or glands that have a high probability of becoming cancerous in the future, aimed at reducing the risk of future health issues. This includes, but is not limited to, procedures such as mastectomy or prophylactic oophorectomy when a parent, grandparent, sibling, or child has been diagnosed with a disease that is part of a hereditary cancer syndrome (such as breast cancer or ovarian cancer) confirmed by a genetic test. The *surgery* should be prescribed by a qualified medical professional and approved as medically necessary by *our* Medical Team or a qualified physician approved by *us*.
- R. REASONABLE AND CUSTOMARY:** An amount, determined by *our* experience, and comparable to that charged by others of similar professional standing in the same particular country, area or region, for the same class of *hospital* room, for a person of similar sex and age, for a similar *disability*, without regard to ability to pay or the availability or adequacy of insurance. Where an *insured person* stays in a *hospital* room above the *hospital room and board* level shown on the *benefits schedule*, *reasonable and customary* charges will be limited to comparable charges for the highest class of room for which the *insured person* is covered.

- R. RECONSTRUCTIVE SURGERY:** Surgery performed to improve the function or appearance of abnormal structures of the body caused by a *disability*.
- R. REFERRAL:** A dated, written letter or note from an attending *physician* prior to commencement of treatment identifying *you*, the *disability* to be treated and the reasons for treatment.
- R. REHABILITATION CENTRE:** A facility specifically licensed to care for people who have suffered neurological, musculoskeletal, orthopaedic and other serious medical conditions and are not yet able to care for themselves at home. It must be:
- ▶ a unit within a *hospital* or a separate facility having accommodation for bed patients;
  - ▶ organised to provide an intensive rehabilitation program to inpatients;
  - ▶ under supervision of a *physician*; and
  - ▶ staffed full-time by nurses working under the supervision of a registered nurse.
- R. REHABILITATION TREATMENT:** Treatment following a *disability* upon *referral* by an attending specialist to restore normal form/near to normal form or function to the body. In addition to room and board and general nursing fees, the following additional costs incurred while admitted to the *rehabilitation centre* will be covered under this benefit:
- ▶ occupational therapy fees
  - ▶ special treatment room fees
  - ▶ speech therapy fees
- Rehabilitation centre* services must be certified by a specialist as *medically necessary*. The factors to be considered in making such certification must include, but are not necessarily limited to,
- ▶ the type and severity of the *illness or injury*, and the *insured person's* overall state of health and prior treatment history;
  - ▶ the amount of therapy expected to be performed every day;
  - ▶ the risk of deterioration or non-recovery of function if therapy is not completed; and
  - ▶ the extent to which the *insured person* will be able to perform activities of daily living during the rehabilitation period.
- We reserve the right to require re-authorisation of *rehabilitation centre* services at any time upon notice to the insured.
- S. SEXUALLY TRANSMITTED DISEASE:** *Illness* classified as an infection with a predominantly sexual mode of transmission in the International Classification of Diseases 10th Revision (2010 version).
- S. STEM CELL TREATMENT:** Treatment for a *disability* where an immediate advantage compared to other forms of treatment can be identified and verified by *us*. It does not include *preventive treatment*.
- S. SUDDEN ILLNESS OR INJURY:** Either
- ▶ a *disability* occurring wholly and exclusively during the first 30 *travel days* or 90 *travel days* (application to members being on the core option only) of any trip outside *your* area of cover; or
  - ▶ a *disability* existing prior a trip outside *your* area of cover which had not required any advice (other than routine follow-up), treatment or any new/changed medication in the 30 days prior to the time *you* commenced *your* journey.
- In the case of an *injury*, the accident must occur during the trip in which treatment is obtained. *Sudden illness or injury* does not include any *disability* of which symptoms existed prior to the start of the trip and which would have caused a reasonable person to seek medical care, and it does not include pregnancy or *complications of pregnancy*.
- S. SURGERY:** Cutting or destruction of tissue performed by a *physician* involving the use of surgical instruments, ultrasound, heat, cold, or radiation. It also includes reduction of broken bones or manipulation of a joint under anaesthesia, when performed by a *physician*.
- S. SURGICAL IMPLANTS:** A device or devices which are surgically implanted to form a permanent or long-term part of the body but does not include *external prosthesis*.
- T. TERMINAL ILLNESS:** An *illness* that is approaching its final stages, for which treatment can no longer be expected to cure and will lead to death (life expectancy being a matter of months). In all circumstances, treatments for *Terminal illnesses* must be pre-approved by APRIL. APRIL reserves the right to consider any treatment for a *Terminal Illness* as Palliative and to apply the corresponding limits of *your Benefit Schedule*.
- T. THERAPEUTIC ABORTION:** The termination of a pregnancy that is deemed medically necessary if there is an underlying or life-threatening condition which will endanger the mother's physical health or if there is a fetal abnormality.
- T. TRAVEL DAYS:** Successive 24-hour periods between the time *you* first arrive at an international border of a country outside *your country of residence*, and the time *you* next arrive at an international border of a country within *your* area of cover.
- U. UNITED STATES OF AMERICA (USA):** The *United States of America* (including its territories and possessions).
- U. USUAL COUNTRY OF RESIDENCE:** The geographical country in which the *policyholder* or insured member, as the case may be, spends the greatest amount of time during the *period of insurance*.
- W. WAR:** War, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.
- W. WE, US, OUR:** HAYAH Insurance Company P.J.S.C.
- Y. YOU, YOUR:** The *policyholder* and/or his or her *dependants* named on the *namelist*.

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MH DN 2025/04

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