Your International Healthcare Partner

International Private Medical Insurance

MediSky International Plans

GENERAL CONDITIONS FOR INDIVIDUALS

Welcome,

and thank you for choosing *Light,* the International Cancer-Care Insurance Plan.

This plan is created for individuals.

The MediSky International journey to cover your health insurance needs.

Dear Insured Person,

Please check your certificate of insurance and make sure that all details are correct.

If any changes need to be made, please let us know immediately.

Please take a few moments to familiarise yourself with your Policy and make sure that you are fully aware of the following issues:

- The coverage (both benefits and limitations),
- How the Policy is administered,
- How to use the Policy, including receiving treatment and submitting claims.

Your Policy has been written using plain language wherever possible and has been designed to set out all of the features and benefits of the Cancer Care Insurance Plan in a straightforward and easy-to-understand format. You will find a glossary of terms at the end of these General Conditions.

Your Membership Pack comprises the following documents:

- Membership Guide (general conditions) – current document including all policy details,
- Insurance certificate (specific conditions) – showing the details of your coverage,

Please find below your Light Plan guide.

General conditions are listed below providing all the information you will need, from receiving treatment to financial settlement of your health care expenses settled.

MediHelp International has appointed MediSky International to act as the provider of certain third-party administration services worldwide.

MediSky International sp. z o.o., ul. Trębacka 4, 00-074 Warsaw, Poland
T.+ 48 22 826 11 46, F.+ 48 22 826 11 46, E. office@medisky.pl

Contents

MediSky International sp. z o.o., ul. Trębacka 4, 00-074 Warsaw, Poland
T.+ 48 22 826 11 46, F.+ 48 22 826 11 46, E. office@medisky.pl

CHAPTER 1 – Contract objectives

Your Light International Plan is a Cancer Care Insurance Plan underwritten by VYV International Benefits on behalf of MGEN (See more details on MGEN in “Definitions”).

This document is designed for individual Insured Persons covering local nationals and expatriates and their eligible dependants, and does not require medical underwriting (See “Definitions”).

Your insurance plan can be at three chosen levels:

1. **LIGHT 1** = Light 30 000 Euro
2. **LIGHT 2** = Light 75 000 Euro
3. **LIGHT 3** = Light 150 000 Euro

The contract consists of:

- General conditions which define the mutual obligations and the whole coverage that may be selected/chosen,
- Special conditions (insurance certificate) stipulating the coverage effectively taken out, completing and amending those documents stated in the general conditions, as well as the amount of benefits and premiums.

CHAPTER 2 – Benefits

1. Covered persons

The covered persons may be:

- Either:

1.1 The Insured Person

The Insured Person alone.

Newly insured applicants are eligible for cover under this policy providing they are **under the age of 66 at their date of acceptance**, subject to completion of the appropriate individual application form.

- Or:

1.1 The Insured Person (principal member) and his/ her Dependants appointed hereinafter:

- Legal spouse or the civil union partner of the same or opposite sex (or equivalent civil union as legally defined in the Home country);
- Child, step-child or legally adopted child, provided that he/she is under the age of 18,

MediSky International sp. z o.o., ul. Trębacka 4, 00-074 Warsaw, Poland
T.+ 48 22 826 11 46, F.+ 48 22 826 11 46, E. office@medisky.pl

Only one spouse or one civil union partner shall be considered as a beneficiary.

The Insured Person and the dependants acquire the status of Insured Persons as soon as they are enrolled in Insurance. The coverage shall be terminated for the dependants as soon as they no longer comply with the afore-defined conditions and, in any case, at the same date as termination of the policy for the Insured Person.

The benefits are payable for cancer treatment which is administered within the period during which the Insured Person belongs to the afore-defined segment of the insured population.

2. Changing the level of Plan

Subject to the Insurer's acceptance, the Insured Person can only change the Level of coverage on the annual renewal date of the policy and by informing the Insurer at least two months before the renewal date. All individual family members should be insured under the same Insurance Plan.

3. Schedule of benefits

3.1 Medical services and hospital services

The benefits consist of covering medical and hospital costs incurred by the Insured Person suffering from a cancer recognized by the Insurer (see chapter 7 "Definitions").

Medical care to be covered must be recognised by the local medical authorities and provided by authorised practitioners (in compliance with the laws, regulations or others relating to the practise of this profession in the country concerned).

The medical and hospital services are covered as below:

MediSky International sp. z o.o., ul. Trębacka 4, 00-074 Warsaw, Poland
T.+ 48 22 826 11 46, F.+ 48 22 826 11 46, E. office@medisky.pl

BENEFITS	LIGHT 1	LIGHT 2	LIGHT 3
Limit per year and per beneficiary	**€ 30 000**	**€ 75 000**	**€ 150 000**
Consultations of attending doctor	100% of the actual costs		
Consultations with other physicians if linked with the covered cancer	100% of the actual costs		
Consultations and follow-up with a psychologist during the treatment of the cancer	100% of the actual costs		
Consultations and follow up with a dietician during the treatment of the cancer	100% of the actual costs		
Laboratory investigation	100% of the actual costs		
Imaging investigations, invasive and non-invasive Cyber Knife procedures	100% of the actual costs		
Oncological surgery	100% of the actual costs		
Radio therapy	100% of the actual costs		
Medicines and chemotherapy	100% of the actual costs		
Wig in case of hair loss due to chemotherapy	100% of the actual costs		
Immunotherapy	100% of the actual costs		
High-intensity focus ultrasound	100% of the actual costs		
Paramedical care at home	100% of the actual costs		
Hospitalisation for more than 24 hours including stay in an intensive care unit; resuscitation procedures.	100% of the actual costs		
Palliative care at home or in a hospital	100% of the actual costs		
Hospitalisation for less than 24 hours for day surgery, chemotherapy or any short-term investigations	100% of the actual costs		
Gene mapping	100% of the actual costs up to €2,000		
Cash as a benefit for services received in a public or private hospital if any National Health Service has fully reimbursed the Insured Person	€125 on a 'per-night' basis up to a maximum total number of 30 nights in each period of insurance		
Medical second opinion	100% of the actual costs		
In case of hospitalisation related to a cancer: lump sum used at insured person's discretion	NA	Plan 2 lump sum of €5,000	Plan 3 lump sum of €10,000

MediSky International sp. z o.o., ul. Trębacka 4, 00-074 Warsaw, Poland
T.+ 48 22 826 11 46, F.+ 48 22 826 11 46, E. office@medisky.pl

Concierge services – in France and Turkey

Benefits of concierge services will be provided upon the request of the Insured Person either by a medical provider or by a concierge service provider and if available in the country of treatment, mandated by the Insurer (see service statement in annex 1). These benefits are services, connected with arrangement of medical aid to the Insured Person in France if the Insured Person follows the advice of the Insurer:

- Accompanying of the Insured Person in France during the treatment,
- Assistance in reservation of air tickets to France and back for the Insured Person and one accompanying person,
- Arrangement of non-medical transportation in France from the airport to clinic or other place of accommodation of the Insured Person for the period of treatment and back to the airport for the Insured Person and one accompanying person,
- Services of an interpreter or translator for the Insured Person in the selected medical establishment for the period of treatment.

Neither MediHelp/MediSky and MGEN are responsible for the quality of care and level of service of an external provider of any type of comfort or concierge service. This Policy does not give the Insured Person any claim, right or cause of action against MediHelp/MediSky and MGEN based on an act of omission or commission of a hospital, physician or other provider of care or service.

3.2 Area of coverage

The medical and hospital costs must have been incurred within the insurance period in the following geographical area:

- **in Europe (excluding United Kingdom and Switzerland)**
- **in Turkey**

3.3 Benefit amount

The benefit amount is calculated for each and every reasonable and customary expense item within reasonable and usual limits.

'Reasonable and customary' shall mean the charges for treatment, procedures, supplies or other medical services which are medically necessary but do not exceed the general level of charges at the location for such treatment, procedure, supplies or other medical services.

In respect of treatment, procedure, supplies or other medical services, 'medically necessary' means such treatment, procedure, supplies or other medical services which:

- are appropriate and consistent with the symptoms and findings or diagnosis and direct treatment of the Insured Person's cancer; and
- are in accordance with generally accepted standards of medical practice; and
- are not associated with treatment, procedure, supplies or other medical services of an experimental or investigative nature; and cannot be omitted without adversely affecting the Insured Person's medical condition.

MediSky International sp. z o.o., ul. Trębacka 4, 00-074 Warsaw, Poland
T.+ 48 22 826 11 46, F.+ 48 22 826 11 46, E. office@medisky.pl

CHAPTER 3 - General contract provisions

4. Effective date, duration and renewal date of the contract

The Insured Person's membership is stated in the insurance certificate, signed by the Insurer, and mentions in particular:

- the Policy number,
- the effective dates (start and ending of the cover),
- the dependants,
- the chosen *Light Plan* (Plan 1, Plan 2, Plan 3),
- premiums to be paid for the cover.

The effective date of this contract is specified in the insurance certificate.

The contract is renewed by tacit agreement from the first of January for a one-year period, unless terminated by one of the parties by registered letter with acknowledgement of receipt sent two months before the renewal at the latest.

The contract may also be terminated on the Insurer's initiative in the event of non-payment of the premium in accordance with the terms defined in Article 24.

Cancellation rights for direct selling or distance selling

The Insurer, through MediSky, undertakes to send the main Insured Person information concerning their cancellation rights for direct selling or distance selling of the Policy.

Direct selling: The Insured Person has a right of cancellation in the case of direct sales at home or in workplace, where the latter signs in this context a proposal for insurance or a contract for purposes which do not fall within the scope of his commercial or professional activity. The Insured Person shall have fourteen (14) calendar days from the date of commencement of the contract to exercise his right to cancellation.

Distance selling: Distance selling provisions apply if the Policy is concluded via one or more distance selling techniques, particularly sold via correspondence or through the internet. A cancellation period of fourteen (14) calendar days applies in the case of distance selling from the date the Policy commences or from the date the Insured Person receives the Policy conditions and information mentioned in article L.222-6 of the French consumer code (if this is after the date the commences).

The date of commencement of the Policy corresponds to the membership start date. This cancellation right shall not apply if the Policy is entirely executed by the two parties at the Insured Person's explicit request before the Insured Person exercises his/her cancellation right.

To exercise his/her cancellation right (direct or distance selling), the Insured Person must send the Insurer, via MediSky, ul. Trebacka 4, 00-074 Warsaw, Poland, a letter by registered mail stating his/her desire to cancel his/her membership. The following template may be used:

"By this letter, I the undersigned …… (full name and address) hereby cancel my Policy which I signed on ……in ……. (place of membership) and ask for reimbursement of the payment I made, corresponding to the sum of € …. [in euros]. (Date and signature)."

The Insurer reimburses the premiums paid within thirty (30) calendar days from the date the registered mail is received. Membership is considered never to have existed and cover does not apply, from receipt by the Insurer of the cancellation letter sent via registered mail. After the period of thirty (30) days, the sum due accrues interest at the legal rate.

MediSky International sp. z o.o., ul. Trębacka 4, 00-074 Warsaw, Poland
T.+ 48 22 826 11 46, F.+ 48 22 826 11 46, E. office@medisky.pl

5. Obligations of the Insured Person

The Insured Person commits:

5.1 To providing the Insurer, through MediSky, with the following documents:

When applying for membership, an individual application form signed by the Insured Person and stating which *Light plan* has been selected and the premium rates.

The Insured Person agrees to justify the statements given to the Insurer at any time.

IN THE EVENT OF OMISSION OR MISSTATEMENT BY THE INSURED PERSON, THE INSURER IS ENTITLED EITHER TO DECLARE THE CONTRACT NULL AND VOID, OR TO CONTINUE APPLYING IT UNDER NEW CONDITIONS THE INSURER SHALL SET.

5.2 The Insurer, through MediSky, commits to give to each Insured Person at the time of enrolment these general conditions and inform the Insured Persons in writing of the modifications to be made, when appropriate, to their rights and obligations, in particular before any reduction in coverage, any change in the amount of premium, or termination of the contract, in accordance with the French insurance mutual companies' code.

The Insured Person shall be liable in the event of non-compliance with the aforementioned obligations.

6. Alterations

The conditions of this contract take into account the legislative and regulatory provisions in force on the contract's effective date. However, if these are amended during the contract period, the Insurer reserves the right to revise the contract, at the earliest from the effective date of the new provisions.

Nevertheless, the Insured Person retains the right to request the termination of the contract without any notice period within thirty (30) days following the proposal of the Insurer.

This termination shall take effect from the first day of the calendar month following the Insured Person's request or from the effective date of the proposed modifications if later. In the latter case, the coverage and premium conditions are maintained on the existing basis prior to these modifications until the policy termination date.

7. Limitation period for insurance claims

The provisions relating to the limitation period on actions resulting from the Policy are governed by article L.221-11 and L.221-12 of the French mutual insurance companies' code reproduced below:

Any actions stemming from an insurance contract are time barred two years after the event from which the actions stem. However, this time limit only starts running:

7.1. In the event of concealment, omission, misrepresentation or inaccurate declaration of the risk incurred, from the date when the Insurer learned of the said risk;

7.2. In the event of an insurance loss, from the date when the interested parties learned of it, if they prove they were unaware of it prior to that date.

The limitation shall be interrupted by usual causes of interruption to the limitation on action and the selection of appraisers following a claim. The interruption to the limitation on action may also result from the sending of a letter by registered mail with proof of receipt sent by the Insurer to the Insured Person in relation to action regarding payment of the premium and by the Insured Person to the Insurer provider in relation to settlement of compensation.

MediSky International sp. z o.o., ul. Trębacka 4, 00-074 Warsaw, Poland
T.+ 48 22 826 11 46, F.+ 48 22 826 11 46, E. office@medisky.pl

The ordinary causes for interrupting the limitation period are defined in articles 2240 to 2246 of the French civil code:

- **Recognition by the debtor of the right of the person against whom the time limitation was imposed,**
- **Legal proceedings,**
- **Measures taken to preserve rights pursuant to the French code of civil procedure or an order for enforced execution,**
- **A service of process made upon one, a joint, and several debtors or an order for enforced execution or recognition by the debtor of the right of the person against whom the time limitation was imposed,**
- **A service of process made upon the principal debtor or an acknowledgement for cases of time limitations applicable to guarantors.**

8. Subrogation

The Insurer may be subrogated to the right of the person entitled to benefits in order to exercise any recourse proceedings against any liable third party. The Insurer waives its right of recourse proceedings against the Insured Person.

9. Information - Complaints – Mediation

For any information or complaints relating to the policy which is the object of this prospectus, without prejudice to the Insured Person's right to bring legal proceedings to enforce execution of the policy in the event of a dispute, he/she may contact the usual representative at MediSky under the following circumstances:

- ✓ Information and complaints regarding the insurance admission conditions
- ✓ Information and complaints regarding payment of premiums
- ✓ Information and complaints in the event of a claim

After receiving a complaint, MediSky will send the Insured Person or his/her dependants, confirmation of receipt of the complaint within a maximum of ten (10) business days. The response will be sent to the Insured Person or his/her dependants within the following two (2) months, unless exceptional circumstances arise.

If Insured Persons are not satisfied with MediSky's response, they can send a standard letter or email to: VYV International Benefits, 7 Square Max-Hymans 75748 Paris Cedex 15, France. Email: clients@vyv-ib.com.

In the event of disagreement with a decision by the Insurer and having exhausted all means of appeal offered by the Insurer, within a maximum of one year from the date of the written complaint, the Insured person or his/her dependants may contact the MGEN ombudsman at the following address: **MGEN - Le Médiateur - 3, square Max Hymans - 75748 Paris Cedex 15, France - email : mediation@mgen.fr**.

The Ombudsman's opinion is not binding on the parties in dispute and they retain the right to bring proceedings before the competent court. The Ombudsman is not authorised to give an opinion on insurance admissibility conditions. The terms and conditions of the Ombudsman's intervention can be consulted on the site mgen.fr (mediation section: http://www.mediation-mgen.fr) or obtained on request from the postal address above.

The claimant may, without prejudice to the actions of justice that they have the possibility of exercising and the claims that they can formulate to the Insurer, to address the ACPR, 4, Place de Budapest - 75436 Paris Cedex 09, France.

10. Data protection

The creation, modification, deletion or use of all automated processing of personal information related directly or indirectly to execution of the policy, must be carried out in accordance with legal and regulatory provisions, particularly those stipulated in the amended French Data Protection Law 78-17 of 6 January 1978.

According to the European General Data Protection Regulation 2016/679 of 27 April 2016 (the "GDPR") which entered into force on 25 May 2018, personal data collection is necessary for the management of the insurance contract by the Insurer, its TPA, its service providers, its subcontractors or its reinsurers. The data processing is intended to: issue, manage and execute insurance contracts; the development of statistics and actuarial studies; the recourses, management of claims and litigation; the implementation of the legal and regulatory provisions in force: the fight against money laundering, financing of terrorism and against fraud; operations related to customer management and business development. The recipients of these data are the duly authorized staff of the Insurer, its TPA, its service providers, its subcontractors or its respective reinsurers, social organizations or insurance intermediaries.

MediSky International sp. z o.o., ul. Trębacka 4, 00-074 Warsaw, Poland
T.+ 48 22 826 11 46, F.+ 48 22 826 11 46, E. office@medisky.pl

The Insurer and MediSky undertake to take every relevant precaution to preserve the security of information and particularly to prevent it being deformed, damaged or communicated to unauthorised persons.

These personal data may be transferred to service providers or subcontractors established in countries outside the European Union. These transfers may only concern countries recognized by the European Commission as having an adequate level of protection for personal data, or recipients with appropriate safeguards. These data will be kept throughout the duration of the contract, until the expiry of both the limitation periods and the deadlines provided by the storage obligations.

The Insured has a right of access, rectification and erasure of his or her personal data. When consent is necessary for processing, he or she has the right to withdraw it. Under regulatory conditions, the Insured Person has the right to request the limitation of data processing or to oppose it.

The Insured Person also has the right to provide guidelines regarding the processing of personal data after his/her death. Any request for the exercise of his/her rights may be addressed to the VYV Group Data Protection Officer: Tour Montparnasse - 33, avenue du Maine - PO Box 245 - 75755 Paris Cedex 15 or dpo@groupe-vyv.com.

The Insured Person has the right to lodge a complaint with the Commission Nationale Informatique et Libertés [CNIL] located at 3, Place de Fontenoy - TSA 80715 - 75334 Paris Cedex 07 - France ; Tel: +33 (0) 1.53. 73.22.22.

11. Regulatory information and governing law

Your Light International Plan is a Cancer Care Insurance Plan underwritten by VYV International Benefits on behalf of MGEN. A Master Policy for Individuals has been signed between VYV International Benefits and MediHelp/MediSky.

This Master Policy is covered by branch 2 Sickness defined in article R.211-12 of the French mutual insurance companies' code and is governed by both its stipulations and the provisions of the French mutual insurance companies' code and applicable French legislation. The statements from the Insured Persons form its basis.

Any dispute arising out of, or in connection with the insurance contract shall be settled by the courts of Paris, in France.

The Authority of Prudential Supervision and Resolution (ACPR) 4 Place de Budapest - 75436 Paris Cedex 09, France, ensures compliance of the commitments made by the Insurer.

12. Sanction limitation and exclusion clause

The Insurer shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Insurer to any sanction, prohibition or restriction under United Nations resolutions, or the trade or economic sanctions, laws or regulations of the European Union, United States of America or any other applicable law or regulation.

13. Other insurance

If there is any other private insurance covering any of the benefits that are provided under the Policy for which a claim is made, then the Insured Person must disclose this to the Insurer at the time of submitting the claim. In these circumstances, the Insurer will not be liable to pay or contribute more than its proper rateable proportion.

If it transpires that the Insured Person has been paid for all or some of the claim costs by another source or insurance, the Insurer has the right to a refund of any settlement paid. The Insurer reserves the right to deduct such a refund from the Insured Person from any impending or future claim settlements or to cancel his/ her Policy from the inception date without a refund of premium.

Furthermore, if there is a reimbursement from a mandatory social security scheme, the Insurer will reimburse in addition to a mandatory social security scheme based on invoices and according to the benefits of the chosen plan.

MediSky International sp. z o.o., ul. Trębacka 4, 00-074 Warsaw, Poland
T.+ 48 22 826 11 46, F.+ 48 22 826 11 46, E. office@medisky.pl

14. Eligibility conditions

All individuals aged below 66 years of age are eligible for this insurance plan if he/ she resides in the following home country: Bulgaria, Hungary, Poland or Romania.

These persons must, at the time of application for enrolment, fill out and sign an individual application for enrolment.

The Insurer reserves the possibility to subject their acceptances to the provision of any additional information it deems necessary.

The Insured Persons, as well as their dependants when relevant, acquire the status of Insured Persons as soon as they are enrolled in insurance.

Adding dependants: the Insured may apply to include an eligible dependant at any time during the period of insurance subject to the payment of the required premium.

- Addition of a spouse/legal partner is possible, provided that the application for these family members is made within one month following the date of marriage/legal partnership.

- A new-born child may be added to this contract from their date of birth provided that the Insurer receives a request of adding the new born child within 30 days of their date of birth. After this period, the Insured will add the new-born child from the date we receive written notification and not their date of birth.

No benefit shall be payable in respect of Cancer which is diagnosed within 60 days of the enrolment date or if the Insured Person has at any time previously suffered from the condition to which the claim relates.

15. Effective date of coverage

Once the contract has come into effect, the coverage becomes effective for each individual who acquires the status of Insured Person on the following dates:

- Individual person enrolled on the effective date of the individual Policy: from this date.

- Individual person enrolled after the effective date of the individual Policy: on the date the premium is paid.

The coverage for dependants, as defined in Chapter 2, shall take effect at the same time as the coverage for the Insured Person or as soon as the persons concerned meet the required conditions.

16. Termination or suspension of coverage

Except in the event of a deliberate reticence, omission or false or inaccurate declaration, once accepted the Insured Person may not be excluded from the insurance policy against his/her wishes provided he/she is part of the category of person to be insured under the policy.

In any event, cover ceases for each Insured Person:

- **in the event of failure to pay the premiums under the terms of Article 24 of this contract,**
- **in the event of a false declaration,**
- **in the event of the death of the Insured Person,**
- **in the event of liquidation proceedings in relation to the Insurer,**
- **or at the latest on the date of his/her 66th birthday.**

Please note that MediHelp/MediSky may also terminate this Policy according to the right of termination mentioned in the Master Policy signed with the Insurer.

The coverage for dependants, as defined in Chapter 2, is terminated (or suspended) at the same time as the main Insured Person's coverage.

The termination of the coverage results, both for the Insured Person and his/her family members, on the cancellation of entitlement to benefits for all medical care provided after the termination date, even if they have started or have been prescribed before this date.

MediSky International sp. z o.o., ul. Trębacka 4, 00-074 Warsaw, Poland
T.+ 48 22 826 11 46, F.+ 48 22 826 11 46, E. office@medisky.pl

CHAPTER 4 – Exclusions

17. Excluded risks and benefits

The Insurer shall not pay any benefit to any Insured Person who suffers an event giving rise to a critical cancer illness which arises or is caused by or associated with directly or indirectly by any one of the following:

- **Cancer's symptoms (and/or the treatment) which were present in the Insured Person at any time before the inception of the enrolment under the Plan. No benefit shall be payable in respect of cancer which is diagnosed within 60 days of the enrolment date or if the Insured Person has at any time previously suffered from the condition to which the claim relates;**
- **The extensive and unreasonable consumption of alcohol or the ingestion of drugs except where the ingestion of drugs has been properly prescribed by a practising and duly qualified member of the medical profession, except where such prescription is for the treatment of drug addiction;**
- **Unreasonable failure to follow medical advice;**
- **Any sum in excess of 500 Euros where the Insurer has not given prior approval. If the Insurer authorises treatment which ultimately transpires to have been related to a condition excluded by the policy, for example, treatment for an undeclared and unaccepted pre-existing medical condition, the Insured Person will be responsible for all costs. If relevant, the Insured Person must repay all costs the Insurer has paid;**
- **Any bills or invoices received by the Insurer more than 24 months after the date of treatment or service was given, or any expenses where the supporting documents are not available;**
- **Any claim arising from a cancer not recognized by the Insurer and not accepted in writing;**
- **Any sums in excess of the Policy limits;**
- **Any costs arising after expiry of the current period of insurance;**
- **Any travel outside the area of coverage specified on the certificate of insurance;**
- **Any claim which was caused or contributed to by the use, release or threat of any nuclear weapon, device or chemical or biological agent;**
- **Any accommodation and treatment costs in a hydro, spa, nature clinic, health farm or the alike;**
- **Any intentional, fraudulent, illegal, criminal acts by the Insured Person, including misrepresentation or concealment or their consequences;**
- **Any expense which at the time of occurrence is covered by any other Insurance Policy. If there is any other cover in effect which may make part/ full payment in respect of the event for which the Insured Person is claiming, the Insured Person must inform the Insurer at the time he / she first contacts the Insurer;**
- **Any treatment required as a result from exposure to asbestos;**
- **Any losses which are not directly covered by the terms and conditions of this policy.**

CHAPTER 5 – Claims' handling and administration

MediSky International sp. z o.o., ul. Trębacka 4, 00-074 Warsaw, Poland
T.+ 48 22 826 11 46, F.+ 48 22 826 11 46, E. office@medisky.pl

18. Plan administrator

VYV International Benefits (the "Insurer") has appointed MediSky International to act as the provider of certain third-party administration services worldwide including management of claims and their administration, pre-authorizations (the "Services") in relation to certain international health insurance plans designed by MediSky International and to be issued and underwritten by VYV International Benefits (the "Insurer").

MediSky International will provide certain third-party administration services by undertaking the management of claims and their administration, and pre-authorizations for MediSky clients.

19. General processes

19.1 Your dedicated client service team

You can contact MediSky Customer Care Department (coordinating and assistance centre for Insured Persons):

By phone: +48 22 826 11 46 or email: customer-care@medisky.pl
MediSky International Sp. z o.o. Ul. Trębacka 4, 00-074 Warszawa, Polska

20. Claims procedures

20.1 Step 1: Submission of a claim

The Insured Person shall submit in written form notice of the illness or disease, through a fully completed claim form and all proof of documents to the plan administrator, within ninety (90) days immediately after the cancer was first diagnosed. The Insurer will only reimburse the costs of treatment occurred once the cancer has been recognized by the Insurer.

Where relevant, the Insurer may request any further documentation necessary for the application of the coverage.

20.2 Step 2: Validation of the Insurer along with the oncologists experts

The plan administrator shall first check eligibility for treatment for the Insured Person.

NESA, the New European Surgical Academy, is an association of the best opinion leaders in oncology and onco-surgery. The insurance cover offers, through NESA, the best medical advice and the best centers of excellence adapted to the Insured Person, in their home country or abroad.

If the Insured person choses to use NESA, the latter sends its treatment protocol to the Insurer, who will validate the information with its medical provider. The plan administrator proposes to the Insured Person this Treatment Protocol and proposes to organize this treatment in different countries in the area of coverage.

20.3 Step 3: Final acceptance

- If the Insured Person refuses treatment recommended, he/she must organize the treatment for himself/herself in the hospital of his/her choice. The Insured Person will pay all the costs, and he/she will be reimbursed by the Insurer according to the chosen plan (article 18),

- If the Insured Person accepts the treatment recommended, the medical provider of the Insurer organizes the treatment protocol in the chosen country. The medical provider selects the best medical facility from the network of excellent treatment centres and takes care of the organization and coordination of the treatment protocol.
  100 % of the actual costs are directly paid to the medical provider up to the limit of the chosen plan.

In any case, the reimbursement will never exceed the policy limits mentioned in the table of benefits.

For treatment in France and Turkey

Along with the Insurer, the Medical Provider will organize all logistics involved in transferring the Insured Person from their country of origin to France, Turkey, or the country of treatment, if available: transportation, accommodation, direct payment of medical bills, visas, transfers, etc.

Once the treatment is completed, the medical provider will make all the arrangements for the return of the Insured person in his/her home country, taking care of the well-being of the person, ensuring that everything is well organized, while also providing any medical follow-up required during the following months.

20.4 Declaration of claims

No copies, photocopies or duplicates of invoices will be accepted. Please make and retain copies of any original documents submitted.

IF THE INSURED PERSON FAILS TO RESPOND TO REQUESTS FOR ADDITIONAL DOCUMENTS AND/ OR FAILS TO RETURN MANAGEMENT FORMS DULY COMPLETED, HIS/ HER REQUEST FOR FINANCIAL SETTLEMENT SHALL BE PLACED ON HOLD UNLESS OTHERWISE AGREED BY THE INSURER.

ANY INFORMATION SUPPLIED BY AN INSURED PERSON WHICH PROVES TO BE ERRONEOUS, FALSIFIED OR EXAGGERATED, OR ANY FRAUDULENT ACTIONS OR DELIBERATE MISCONDUCT IS CARRIED OUT BY AN INSURED PERSON SHALL INCUR THE DIRECT LIABILITY OF THE INSURED PERSON AND REPAYMENT OF THE SUMS UNDULY PAID BY THE INSURER BASED ON THIS INCORRECT DATA

21. Medical examination

The Insurer shall have the right and opportunity through its medical representatives to examine the Insured Person whenever and as often as it may reasonably require within the duration of any claim.

22. False declaration

DECLARATIONS MADE BY INSURED PERSONS TO MEDIHELP/ MEDISKY AND TO THE INSURER SERVE AS A BASIS FOR THE COVER. INDEPENDENTLY OF CAUSES OF NULLITY, THE COVER GRANTED TO THE INSURED PERSON BY THE INSURER SHALL BE NULL AND VOID IN CASES OF CONCEALMENT OR WILLFUL MISREPRESENTATION BY THE INSURED PERSON, WHEN THE RELUCTANCE OF MISREPRESENTATION CHANGES THE SUBJECT OF RISK OR DECREASES IN THE OPINION OF THE INSURER, EVEN THOUGH THE RISK OMITTED OR DISTORTED BY THE INSURED PERSON WAS IMMATERIAL TO THE CLAIM.

THE PREMIUMS PAID REMAIN EARNED BY THE INSURER WHO IS ENTITLED TO THE PAYMENT OF ALL PREMIUMS DUE, AS DAMAGES.

CHAPTER 6 – Premiums

23. Premiums rates and calculation basis

The premium amounts, net of taxes, are set out in the insurance certificate issued to the Insured Person.

The premiums may be revised according to the provisions of Article 6 - Alterations. The rates may be revised each 1st of January according to the technical terms of the Policy. However, the revision of the rates is effective at the contract anniversary date.

When a new rate for premiums is established by the Insurer, MediHelp/ MediSky is required to inform the Insured Person three (3) months before their entry into force.

MediSky International sp. z o.o., ul. Trębacka 4, 00-074 Warsaw, Poland
T.+ 48 22 826 11 46, F.+ 48 22 826 11 46, E. office@medisky.pl

In case of disagreement, the Insured Person may request the termination of his/ her membership certificate by registered mail within two (2) months from the notification made by MediHelp/ MediSky. The cancellation will take effect with January 1st of the following year after receiving the registered letter from the Insured Person.

24. Premium payments

The premiums are paid annually, semi-annually or quarterly in advance, directly by the Insured Person. Taxes and charges, if relevant, as established by the applicable laws, will be added to the amount of the premium, and have to be paid in full by the Insured Person.

Should the Insured Person fail to pay all premiums within the month following their due date, the coverage is suspended for THIRTY (30) days after issuance by the Insurer of a registered letter stating the formal notice provided in the French Mutual insurance companies code. If, beyond that period, the Insured Person has not made the requested payment, the Policy may be terminated without any further formality within TEN (10) following days.

CHAPTER 7 – Definitions

The following definitions apply to benefits included in your plan and to some other commonly used terms. The benefits you are covered for are listed in your table of benefits. Wherever the following words/phrases appear in your contract documents, they will always be defined as follows.

Annual renewal date: the day after the expiry date as shown on the certificate of insurance.

Benefit schedule: the schedule detailing those benefits applicable to the plan you have selected, and which should be read in conjunction with the insurance certificate.

Cancer :

- Malignant diseases are categorized as the uncontrolled growth of cells, originating from the different organs of the human body. Malignancies can be confined to the organ itself, or spread out to the surrounding areas such as lymph nodes and distant organs like the liver, lungs, etc.;
- Malignant tumors occurring in the epithelial layers are referred as carcinomas;
- Malignant tumors can develop in any organ of the body, but can also be part of a system, such as the blood system (for example leukemia), or lymph nodes. Tumors can also form on the skin (basal cell carcinoma, which has a very low malignancy grade or melanoma).

Claim: the total cost of a course of treatment for a cancer.

Country of residence: the country where the Insured Person(s) covered by this policy have their primary residence, and in which they normally live, during each period of insurance.

Dependants: see article 14. The dependants must be named on the insurance certificate to qualify for benefits.

Diagnosis: first diagnosis by a registered medical practitioner, supported by clinical radiological, histological and laboratory evidence, acceptable to the Insurer.

Emergency hospitalisation: a stay of over 48 consecutive hours in a public or private hospital, for an emergency procedure, which is unscheduled and cannot be postponed.

Geographical area: he countries in which you are eligible for benefit as shown on the insurance certificate.

Hospital: any establishment which is licensed as a medical or surgical hospital in the country where it operates and where the patient is permanently supervised by a medical practitioner. The following establishments are not considered hospitals: rest and nursing homes, spas, cure-centres and health resorts.

Insurance certificate: Special conditions forming part of the Insured Person's policy, stating the names of the Insured Persons, the area of coverage, the period of insurance, the level and any optional extensions selected, and any special provisions which apply to the Policy.

MediSky International sp. z o.o., ul. Trębacka 4, 00-074 Warsaw, Poland
T.+ 48 22 826 11 46, F.+ 48 22 826 11 46, E. office@medisky.pl

Insured Person: refers to the main Insured Person and his/her dependants as stated on the Insurance Certificate issued to the Insured Person.

Insurer: the insurance company that provides the insurance cover. With nearly 4 million people covered, MGEN, established in 1946, is a mutual and a major player in social protection and ranks number one in Healthcare Insurance in France. MGEN's headquarters are located in France. VYV IB is acting on behalf of MGEN to provide this LIGHT Cancer Care Insurance Plan. MGEN, SIREN number 775 685 399, regulated by the provisions of Tome II of the French mutual insurance companies code - 3-7 Square Max Hymans, 75748 PARIS Cedex 15, France.

Insurance plan: level of benefits (Light 1, Light 2, Light 3) as detailed on the Insurance Certificate.

Limitation period is the period beyond which a party's rights may no longer be invoked.

Medical underwriting: is a process used by insurance companies to evaluate whether or not to accept an applicant for coverage and/or to determine the premium rate for the Policy.

MediSky: is part of the MediHelp International Group. MediSky is the plan administrator of the Policy.

MediHelp: is the intermediary having subscribed with MGEN a Master Policy for individuals in order to provide this cancer-care Insurance Policy.

Medical advisor: this medical expert provides information for companies and individuals who need accurate and useful data on medical conditions or specific cases.

Palliative treatment: treatment where the primary purpose is only to offer temporary relief of symptoms rather than to cure the medical condition causing the symptoms.

Physician: a legally licensed medical practitioner who is authorized by the appropriate governing authorities to practice medicine in the country where the treatment is provided.

Pre-existing conditions: any condition or illness:
(i) which had existed or was in existence prior to the original commencement date of this Policy or reinstatement (whichever is later), or (ii) for which the Insured Person has experienced symptoms or displaying signs of (even if the Insured Person has not consulted a medical practitioner) prior to the original commencement date of this Policy, or (iii) where diagnostic tests showed the pathological existence of the condition or illness prior to the original commencement date of this Policy.

Prescribed medication: refers to medication whose sale and use is legally subject to prescription by a physician. Products which can be bought without a medical prescription are not included in this definition and are not eligible for reimbursement.

Spouse: is the person married to the Insured Person, who is not separated or divorced according to a judgement with the status of res judicata. This is a legally registered union between two people of the same gender or different genders. In this policy, a civil partner is treated as a spouse.

Treatment protocol: refers to a medical procedure to cure or relieve the diagnosed Cancer.

MediSky International sp. z o.o., ul. Trębacka 4, 00-074 Warsaw, Poland
T.+ 48 22 826 11 46, F.+ 48 22 826 11 46, E. office@medisky.pl

Annex 1 – Concierge services - service statement

MEDIHELP

Constantin Caracas 24

Bucuresti 011155

ROMANIA

Paris, September 1st, 2019

Ref:

Subject: Proposition of Services

Dear Sir/Madam,

MGEN, the Insurer of the *Light Cancer Care insurance plan*, has appointed DENOS, an independent French medical provider located in Paris, France, with a network of more than 490 physicians and 90 hospitals in France and Belgium, and which manages patient medical pathways.

Numerous insurance companies entrust this independent medical provider with the management of their members with serious illnesses.

This medical provider, then, together with the treating physician of the patient, identifies the most appropriate health care facility where he/she can receive the best care according to state-of-the-art medical technologies.

Before, during and after the medical stay of the patient this medical provider takes care of all logistics and medical support he or she may need.

This independent medical provider would be honored to assist patients with the *Light Cancer Care Insurance Plan*, looking for top-level medical treatments in our countries of action.

Yours faithfully,

François PIERRET

CEO Business Unit VYV IB

MediSky International sp. z o.o., ul. Trębacka 4, 00-074 Warsaw, Poland
T.+ 48 22 826 11 46, F.+ 48 22 826 11 46, E. office@medisky.pl