

COBRA London Markets Limited

Emergency Medical Evacuation/Repatriation & Travel Policy

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1. THE POLICY OF INSURANCE

- 1.1 This Policy is a contract of insurance. This document contains the details of the cover, and the terms, conditions & exclusions relating to each Individual covered under a Client membership, and is the basis upon which all claims will be settled.
- 1.2 In consideration of payment of the premium by the Client, the Member is entitled to indemnified Benefits and Services under this Policy, during the Period of Insurance, within the geographical limits, subject to the terms, conditions & exclusions.
- 1.3 The Benefits are underwritten by certain underwriters at Lloyd's. Lloyd's is authorised & regulated by the Financial Services Authority.
- 1.4 The Services are either provided or arranged by the Client.
- 1.5 This Policy shall be governed and construed in accordance with the laws of England & Wales and the courts of England & Wales shall have jurisdiction in any dispute arising hereunder unless otherwise agreed by underwriters in writing.

2. MEANING OF WORDS

Accident shall mean any sudden, unexpected, external and violent and specific event which occurs at an identifiable time (moment or point in time) and place which results in Bodily Injury.

Act of Terrorism shall mean an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Baggage means accompanied luggage, clothing, personal effects, valuables and other articles belonging to the Member or for which the Member is responsible and which are taken by the Member on a Journey or acquired by the Member during a Journey.

Bodily Injury shall mean identifiable physical injury, which is caused by an Accident and which within twelve months from the date of the Accident results in the Member's death, Permanent Total Disablement or Dismemberment.

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Cash means any legal currency

Client means Prospekt Medical Limited, 82 Sloane Street, London, SW1X 9PA and/or subsidiary and/or associated companies

Common Carrier means any public transport by road, rail, sea or air with a licensed carrier operating a regular and/or charter passenger service.

Curtailement means the return earlier than the date in the trip booking to the Country of Residence

Default means any breach of the obligations of either Party or any act, omission, negligent act or statement of either Party, its employees, agents or sub-contractors and in respect of which liability arises from the defaulting Party to the other.

Effective Date means the agreed date on which this policy incept..

Expiry Date means the date on which this policy terminates, not later than 364 days after the Effective date.

General Exclusions means the exclusions listed in Section 16 of this Policy

Illness shall mean any sudden and unexpected deterioration of health certified by a competent medical authority and agreed by the Assistance Company Physician.

Limit of Indemnity refers to the maximum amount of third party Costs for which the Underwriters shall be responsible under this Policy towards any one Member during any one event, subject to the terms and conditions as defined hereunder.

Member/s shall mean any person not yet 66 years old who is included under either a corporate or individual membership of the Client's clinic services contract, who is engaged for the purposes of employment directly or indirectly within Kazakhstan.

Party means a party to this contract of insurance

Period of Insurance shall be the period between the Effective Date and the Expiry Date.

Policy means this Policy of Insurance.

Principal Country of Residence shall mean that country in which the Members has his/her Principal place of residence.

Serious Medical Condition shall mean a condition, which in the opinion of the Assistance Company Physician requires emergency medical treatment to avoid death or serious impairment to the Member's health. In determining whether such a condition exists, the Assistance Company physician may consider the Member's geographical location, the nature of the medical emergency and the local availability of appropriate medical care or facilities.

Services refer to 24-hour assistance and other related emergency services to be provided by the Assistance Company as described in section 6 of this Policy.

The Assistance Company means Healix, Healix House Esher Green Esher Surrey KT10 8AB United Kingdom.

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The Assistance Company Physician shall mean the physicians nominated by Healix Group throughout the world.

Underwriters refers to certain underwriters at Lloyds of London

3. GEOGRAPHICAL LIMITS

3.1 The Services & Benefits described in this Policy are provided on a worldwide basis.

4. ELIGIBILITY

4.1 The Benefits and/or Services provided by this Policy are provided to Members of Prospekt Medical Ltd, and/or its subsidiaries, clinic services for whichever Benefits and Services are agreed with Prospekt Medical Ltd.

4.2 Only those Members who are not yet 66 years old on the Effective Date shall be eligible for Benefits and/or Services under this insurance.

4.2 The Member is eligible for the Benefits and/or Services in accordance with the terms and conditions of this Policy or any other eligibility criteria set by the Client in writing with the prior agreement from Underwriters.

5. PERIOD OF INSURANCE

5.1 This Policy shall commence on the Effective Date and shall be in force until the Expiry Date.

5.2 In the event of termination or expiry of this Policy, both Parties shall be relieved of all future liabilities as at the date of termination or expiry, whichever is applicable.

5.3 All Members are entitled to the Benefits and Services from the date of their membership with the Client becomes active.

5.4 The entitlement to Benefits and Services will cease automatically on the date that the Member ceases to be actively included in the Client's membership.

5.5 A Member's eligibility for the Benefits and Services shall cease on the earliest of:

(i) the date the Member is no longer eligible for the Benefits and Services pursuant to this Policy; or

(ii) the Date of Termination or Expiry Date, whichever occurs first

6. EMERGENCY MEDICAL, EVACUATION & REPATRIATION COSTS**Emergency Evacuation and Repatriation Services**

6.1. In the event that a Member suffers an Illness, Accident or Bodily Injury whilst engaged in employment in Kazakhstan, and the Member is in a Serious Medical Condition, and in the opinion of the Client any such arrangements are necessary on medical grounds, the Assistance Company will arrange for the transportation for moving the Member to the nearest hospital where appropriate medical care is available or the Assistance Company will arrange for the return of the Member to the Principal Country of Residence.

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- 6.2. If required, the Assistance Company will also arrange for the provision of appropriate communication and linguistic capabilities, mobile medical equipment and a medical escort.
- 6.3. The Assistance Company retains the absolute right to decide whether the Member's medical condition is sufficiently serious to warrant an emergency medical evacuation. The Assistance Company further reserves the right to decide the place to which the Member shall be evacuated to and the means or method by which such evacuation will be carried out having taken into account all the assessed facts and circumstances of which the Assistance Company is aware at the relevant time.
- 6.4. In the event that, having removed a Member suffering a medical emergency and deemed to require evacuation or repatriation, upon further diagnosis such action is not required, the costs of initial treatment are included hereunder.
- 6.5. The Assistance Company reserves the right to decide the means or method by which such repatriation will be carried out having taken into account all the assessed facts and circumstances of which the Assistance Company is aware at the relevant time.
- 6.6. In the case of death of a Member whilst engaged in employment in Kazakhstan, the Assistance Company will arrange for transporting the Member's mortal remains from the place of death to any location as may be reasonably selected by the Member's legal personal representative.

Specific Exclusions Applying To Section 6

In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential Costs are specifically excluded from the cover for emergency Medical evacuation & repatriation Costs:

- (i) Treatment provided other than by a qualified medical practitioner;
- (ii) Costs incurred within the Member's Principal Country of Residence;
- (iii) Costs incurred which are non-medical in nature
- (iv) Medical costs incurred after evacuation to a Hospital has taken place
- (v) Services rendered without the authorisation and/or intervention of the Assistance Company;
- (vi) Costs, which would have still been payable if the event giving rise to the intervention of the Assistance Company, had not occurred;
- (vii) Cases of minor Illness or Bodily Injury, which in the opinion of the Assistance Company Physician can be adequately treated locally and which do not prevent the Member from continuing his/her travels or work;
- (viii) Costs incurred where the Member in the opinion of the Assistance Company Physician is physically able to return to his/her Principal Country of Residence seated as a normal passenger and without medical escort

7 TRAVEL INSURANCE COVER**7.1 Emergency Medical Expenses**

This contract covers the Member, up to the limits shown in Section 9, for the costs of

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- a. Reasonable emergency medical treatment (including necessary physiotherapy but only when authorised by a competent medical practitioner)
- b. Emergency dental treatment (for the relief of pain only), subject to a sub limit of USD500 per event.
- c. Necessary additional travelling expenses (on the same basis as the Member's original booking) and reasonable and necessary additional accommodation costs (bed and breakfast only).
- d. The repatriation, in the event of death, of the Member's body or ashes to the Member's Country of Residence. The costs of burial or cremation are not covered).
- e. Reasonable emergency medical expenses in the event of complications in pregnancy where there have been no previous complications with the current or any previous pregnancies

Specific Conditions applying to section 7.1

- i) The Member must contact Prospekt Medical as soon as practicable in the event of any accident giving rise to Hospitalisation or ongoing treatment
- ii) All treatment must be authorised by Prospekt Medical and/or the Assistance Company

Specific Exclusions applying to Section 7.1

In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are specifically excluded from the cover for emergency Medical Expenses, evacuation & repatriation expenses:

- a) The policy excess as set out in Section 9
- b) Costs for medical or dental treatment incurred within the Member's Country of Residence; Costs for transport or accommodation within the Member's Country of Residence unless previously agreed with Prospekt Medical and/or the Assistance Company.
- c) Costs recoverable under any reciprocal Health Agreement
- d) Any Medical costs which were foreseen
- e) Costs incurred after 12 months from the time of the Accident or first manifestation of Illness or Bodily Injury;
- f) Dental or optical expenses, unless incurred as a result of an Accident, Illness or Bodily Injury;
- g) Treatment provided other than by a qualified medical practitioner;
- h) Costs incurred which are non-medical in nature e.g. telephone calls, newspapers etc.;
- i) Services rendered without the authorisation and/or intervention of The Assistance Company;
- j) Costs, which would have still been payable if the event giving rise to the intervention of The Assistance Company, had not occurred;
- k) Elective cosmetic surgery;
- l) Expenses incurred for treatment not verified by a medical report;

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- m) Cases of minor Illness or Bodily Injury, which in the opinion of Prospekt Medical and/or The Assistance Company's nominated Physician can be adequately treated locally and which do not prevent the Member from continuing his/her travels or work;
- n) Claims arising out of complications in pregnancy where there have been previous complications with the current or any previous pregnancies
- o) Claims arising out of a pre-existing Medical Condition

7.2 Cancellation

This contract will reimburse the Member, up to the Limits set out in Section 9, for the unused portion of prepaid travel and accommodation costs amounts for the direct and necessary result of the cancellation of the original plan for the Member's Journey as the direct consequence of:

- A the death, Bodily Injury, serious Illness or quarantine of the Member or a Close Relative travelling on the same Journey;
- B the death, Bodily Injury or serious illness of a member of the Member's immediate family
- C the discovery of pregnancy of the Member or Close Relative after the date the Journey was booked and the return Journey is within 12 week (16 weeks for a multiple birth) of the expected date of delivery;
- D Jury service, subpoena or hijacking involving the Member; or
- E cancellation or curtailment of scheduled public transport services consequent upon strike, riot or civil commotion, mechanical breakdown or adverse weather conditions,

In the event that travel or accommodation costs are paid by Airmiles or similar vouchers, the Insurer will attempt to reinstate the value of the Airmiles or vouchers. If this is not possible, then reimbursement will be made based upon the lowest commercially available fare for the same flight and airline.

Specific Exclusions applying to Section 7.2

In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are excluded from the cover for cancellation:

- a) The policy excess as set out in Section 9
- b) Cases of minor Illness or Bodily Injury, where a medical certificate from a medical Practitioner, which confirms travel is not possible on medical grounds.
- c) Claims that are not confirmed as medically necessary by the Assistance Provider and/or a Medical Practitioner, by way of medical certificate
- d) Death or illness of any pet or animal.
- e) Additional costs arising out of the failure to advise the travel agent/tour operator/transport provider of the Member's unfitness for travel.
- f) Costs which are recoverable from another source.
- g) Claims arising from the failure of the Member to hold the appropriate visa, inoculation, vaccination or other permission necessary to undertake their Journey

COBRA London Markets Limited**7.3 Travel Delay**

- A This contract provides a benefit to the Member, up to the Limits set out in Section 9, the event that their Journey is delayed for more than 6 hours from time of scheduled departure (as shown on the travel ticket) as a result of:
- A. Strike, industrial action or security alert, providing that no such action was likely at the time that the trip was booked;
 - B. Adverse weather conditions
 - C. Mechanical breakdown, derangement or technical fault of the Member's aircraft, sea vessel; train or coach
 - D. The grounding of the aircraft on which the Member is due to travel as a result of mechanical or structural defect;

In the event of delay exceeding 24 hours, the Member has the option to abandon the Journey and claim under section 7.2 of this contract

- B This contract cover the Member, up to the Limits set out in Section 9, in the event that their vehicle becomes involved in an accident or mechanical breakdown en route to a departure point, rendering it impossible for the Member to undertake the planned itinerary. In such cases the Member is covered up to the limit set out in Section 9 for cancellation under section 7.2

Specific Exclusions applying to Section 7.3

In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are excluded from the cover for Travel Delay:

- a) The policy excess as set out in Section 9
- b) Claims arising from the failure of the Member to check in on time or otherwise failing to allow appropriate time to undertake the Journey
- c) Claims arising out of any Journey wholly taken in the Member's Country of Residence
- d) Claims arising from the temporary withdrawal from service of the aircraft, coach, train or sea vessel on the orders or recommendation of the Civil Aviation Authority, Port Authority or similar body in any country
- e) Delay resulting from the failure of the Member to provide the necessary correct documentation.
- f) Delay arising as a result of any official Government suspension or cancellation of a service.
- g) Any claim arising out of an event that was already common knowledge at the time of booking the Journey.

COBRA London Markets Limited**7.4 BAGGAGE DELAY**

This contract provides a benefit to the Member, up to the Limits set out in Section 9, for inconvenience caused by the temporary loss or delay in arrival, for more than 6 hours, of the Member's baggage at the arrival terminal in the country of final destination

Specific Conditions applying to Section 7.4

Claims must be supported by written confirmation from the carrier or their handling agents stating the actual period of delay.

Specific Exclusions applying to Section 7.4

In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are excluded from the cover for Baggage Delay:

- a) The policy excess as set out in Section 9
- b) loss, temporary loss/misplacement not reported to either the police, airline, shipping line or their handling agent within 24 hours of discovery and a written report obtained

7.5 BAGGAGE AND PERSONAL EFFECTS

This policy covers the Member, up to the Limits set out in Section 9, for losses arising out of the loss or theft of, damage to or costs of repairs of their personal baggage and property carried with them on a Journey

Specific Conditions applying to Section 7.6

- i. Members must exercise due care and attention with regard to their property and act to avoid or minimise the threat of loss, damage or theft. Unattended items are not covered, including items left unattended on a beach.
- ii. Cover is limited to the Member's own property and not that loaned, hired or entrusted to them)
- iii. An appropriate allowance will be made for wear and tear and/or depreciation of personal property
- iv. In order to make a claim, the Member must provide a detailed description of the item(s) lost along with its date of purchase and value. Claims must be supported by bills, invoices, receipts or similar documentary evidence of the property.

Specific Exclusions applying to Section 7.6

In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are excluded from the cover for Loss of Baggage and/or Personal Effects:

- a) The policy excess as set out in Section 9
- b) Claims arising where the Member has failed to exercise reasonable care for the safety and supervision of the property or the property has been left unattended or left in the custody of a person who does not have official responsibility for the safekeeping of the property.

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- c) Claims for theft from an unattended vehicle;
 - i. unless it was locked in the glove compartment or boot/luggage compartment and not visible from outside of the vehicle
 - ii. If there was no evidence of forced and/or violent entry
 - iii. The vehicle was left unattended during the hours of darkness unless in a secure place
- d) Claims in respect of Valuables transported within checked-in luggage or stored in luggage rack/compartments immediately adjacent to you.
- e) Claims in respect of Unattended Baggage unless locked in your accommodation (if there is no suitable size safe deposit box or safe available) and there are signs of forcible or violent entry into such accommodation.
- e) Claims for lost baggage which have not been immediately upon discovery notified to the carrier and where the claim is lacking a written carriers report (Property Irregularity Report).
- f) Claims for the following articles:
 - i. Contact corneal or micro-corneal lenses, hearing aids, dentures and prescribed medicine
 - ii. Glass, china, pictures, musical instruments, antiques, and precious or semi-precious stones.
 - iii. Pedal cycles, boats and/or their equipment and accessories, vehicles (excludes wheelchairs and pushchairs)
 - iv. Tools of trade
 - v. Perishable items
- g) Loss or damage due to:-
 - i. moths, vermin, wear and tear, atmospheric or climatic condition or gradual deterioration;
 - ii. mechanical or electrical failure;
 - iii. any process of cleaning, repairing, restoring or alteration;
- h) Loss not reported to either the police, airline, shipping line or their handling agent within 24 hours of discovery and a written report obtained;
- i) Loss due to confiscation or detention by customs, police or any other legitimate authority;
- j) Breakage of sports equipment in use or loss of or damage to bicycles or hired equipment;

8. LIMITS OF INDEMNITY

This Policy will reimburse the Client for costs legitimately incurred under the terms and conditions of this Policy as follows:

- 8.1 Emergency Evacuation and/or Repatriation up to USD500,000 any one person, any one event.
- 8.2 The payments made under this Policy as limited in section 6.1 above are further limited to a maximum annual aggregate amount of USD5,000,000
- 8.3 General Medical Expenses as provided under section 7.1 up to USD10,000 any one person, any one event, subject to a maximum amount payable in respect of dental treatment being limited to USD500

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- 8.4 Cancellation expenses as provided under section 7.2 up to a maximum of USD3,500 any one person any one event
- 8.6 Reimbursement for travel delay as provided under section 7.3 of USD100 per person per calendar day or part thereof, subject to a maximum per person of USD500 any one person, any one event
- 8.7 Compensation for delayed baggage as provided under section 7.5 of USD100 any one person, any one event
- 8.8 Reimbursement for losses arising out of lost, damaged or stolen baggage and personal effects as provided under section 7.6 up to USD500 any one person, any one event

9 POLICY EXCESSES

Payments made under this Policy are subject to the following excesses, (being the first part of the claim):

- 9.1 Emergency Medical Evacuation and/or Repatriation: Nil
- 9.2 Emergency Medical Expenses: The first USD50 of any claim to be borne by the Member
- 9.3 Cancellation: Nil
- 9.4 Travel delay: No claim shall be payable until the Member has been delayed for 6 hours from the published time of departure in the travel itinerary or public conveyance timetable
- 9.5 Baggage delay: No claim shall be payable until the Member's baggage has been delayed for 6 hours from the published time of departure in the travel itinerary or public conveyance timetable
- 9.6 Lost Baggage: The first USD50 of any claim to be borne by the Member

10. GENERAL CONDITIONS

- 10.1 The Assistance Company shall use its best endeavours to provide the Benefits and Services described in this Policy but any help and intervention depends upon, and is subject to local availability and has to remain within the scope of national and international law and regulations and intervention depends on the Assistance Company obtaining the necessary authorisations issued by the various authorities concerned. The Assistance Company shall not be required to provide Benefits and Services to the Members, who in the sole opinion of the Assistance Company are located in areas which represent war risks, political or other conditions such as to make such Services impossible or reasonably impracticable.
- 10.2 If fraudulent means or devices are used by the Member and/or anyone acting on his/her behalf, to obtain any Benefits or Services provided under this Policy, any and all rights in respect of the concerned Member in terms of this Policy shall be forfeited immediately.
- 10.3 If the Benefits and Services of this Policy are covered in whole or in part by any other insurance policy and/or other source, the Member shall only be entitled to claim those costs, which cannot be recovered by the Member from such other policy (s)/ sources.
- 10.4 Any portion of a Member's travel ticket, which is unused following the provision of evacuation /repatriation Services or cancellation Benefits, is to be surrendered to the Assistance Company.

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10.5 Underwriters may at any time and at their own expense and without prejudice to this Policy take proceedings in the name of the Member to obtain compensation or secure an indemnity from any third party in respect of any loss or Bodily Injury giving rise to the provision of Benefits and Services.

10.6 In respect of the travels section only, coverage is limited to trips which involve travel to destinations outside of Kazakhstan and is limited to 30 days for any one trip.

11. GENERAL EXCLUSIONS APPLYING TO ALL SECTIONS

This Policy does not cover:

- 11.1 Costs, which are more specifically covered by or recoverable from any other insurance policy or national insurance programme under which the Member is covered;
- 11.2 Costs incurred as a result of claims for events occurring outside of Kazakhstan;
- 11.3 The provision of services where a Member is over 66 years of age at the Effective Date of the Agreement;
- 11.4 Any Employment undertaken without relevant medical examination having been passed or against medical advice;
- 11.5 Situations where Employment was undertaken after receipt of a terminal prognosis to the Member or Relative;
- 11.6 Costs related to psychiatric disorders infirmities or conditions for which treatment has previously been received;
- 11.7 Costs related to pregnancy
- 11.8 Situations arising from or in any way connected with a wilfully self inflicted Bodily Injury or Illness, insanity, or actual or attempted suicide;
- 11.9 The commission of, or the attempt to commit, an unlawful act;
- 11.10 Any expense, regardless of any contributory cause(s), involving the use of or release or the threat thereof of any nuclear weapon or device or chemical or biological agent, including but not limited to Costs in any way caused or contributed to by an Act of Terrorism or war;
- 11.11 Any expense which is a direct result of nuclear reaction or radiation;
- 11.12 Services provided by any Party other than the Assistance Company for which no charge would be made if this Policy were not in place;
- 11.13 Claims notified more than 90 days after the date of loss;
- 11.14 The Member engaging in active service in the armed forces of any nation;
- 11.15 The Member engaging in active participation in war (whether declared or not), invasion, act of foreign enemy, hostilities, civil war, rebellion, riot, revolution or insurrections; and
- 11.16 Any Bodily Injury, Illness, death, loss, Costs or any other liability attributable to HIV (Human Immunodeficiency Virus) or AIDS (Acquired Immune Deficiency Syndrome) or any similar syndrome

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whatever it is called unless contracted during a medical investigation, test or course of treatment (unless related to drug abuse or sexually transmitted diseases).

12. INTERMEDIARY

12.1 The intermediary for this contract is Spectrum Broking Services Ltd, 110 Fenchurch Street, London EC3M5JT to whom all correspondence should be addressed.

13. SECURITY

13.1 This insurance is placed with certain underwriters at Lloyd's, participating in the following proportions of the whole:

Syndicate 2003 SJC Proportion 100%

LSW 1001 (Insurance)

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

14. HOW TO MAKE A CLAIM

In the event of an event occurring that may give rise to a claim under this Policy, the Client will notify The Intermediary.