Tokio Marine Europe S.A.
26, Avenue de la Liberté
L-1930 Luxembourg
Tel: +352 2786 8300
tmhcc.com

Yacht Crew Insurance

Specialty Group

TMHCC TME Wording Crew 26

SAMPLE



Tokio Marine HCC is a trading name of Tokio Marine Europe S.A., which is a member of the Tokio Marine HCC Group of Companies. Tokio Marine Europe S.A. is authorised by the Luxembourg Minister of Finance and regulated by the Commissariat aux Assurances (CAA). Registered with the Registre de commerce et des sociétés, Luxembourg under No. B221975 and with registered office at 26, Avenue de la Liberté, L-1930, Luxembourg.

INFORMATION FOR THE INSURED REGARDING THE INSURER

This policy is issued by Tokio Marine Europe S.A. trading as Tokio Marine HCC, which is a member of the Tokio Marine HCC Group of Companies. Tokio Marine Europe S.A. is authorised by the Luxembourg Minister of Finance and regulated by the Commissariat aux Assurances (CAA). Registered with the “Registre de commerce et des sociétés, Luxembourg” under No. B221975 and with its registered office at 26, Avenue de la Liberté L-1930 Luxembourg.

IN WITNESS WHEREOF, the **Insurer** has caused this Insurance to be signed in THE SCHEDULE by a duly authorised representative of the **Insurer**.

SAMPLE

Schedule

1. Policy number	Add text
2. **Insured**	Add text
3. **Insured's** Address	Add text
4. Vessel (Specific to Yacht Crew)	Add text
5. **Insured Person**	As per the 'Schedule of **Insured Persons'**
6. **Period of Insurance**	Inception: Add text
	Expiry: Add text
	Both days inclusive, local standard time at the above address, and for such further period or periods as may be mutually agreed on.
7. **Operative Time**	Captain, Officers and Crew: Whilst the **Insured Person** is undertaking their **Occupation.** Cover is extended to include travel to and from the **Insured Person's** country of residence and the Vessel, In respect of **Accidental Death** and **Permanent Total Disablement**, cover will be 24 hours a day 365 days a year, during the **Period of Insurance**. Temporary Day Workers: Whilst the **Insured Person** is undertaking their **Occupation** Guests: Whilst embarking, on-board or disembarking, the Vessel stated in the Schedule, including whilst undertaking aquatic activities arranged by the **Insured.** Notwithstanding the above, cover is only in force during the **Period of Insurance**.
8. Cruising limits	Worldwide, except as listed in JWC Hull War, Piracy, Terrorism and Related Perils Listed Areas, attached
9. Accumulation Limit	EUR 5,000,0000 any one **Event** Where this limit is exceeded the liability of the **Insurers** in respect of any one **Event** will proportionally reduce until the total does not exceed this limit.
10. Jurisdiction	Courts of Add text
11. Applicable Law	Add text Law
12. Cover and Sum Insureds	As more fully set out in the attached Schedule of Benefits
13. Insurance Premium	EUR Add text per annum, plus applicable tax

SAMPLE

	Taxes Payable: Final Total Premium: EUR Add text, per annum
14. **Insurer**	Tokio Marine Europe S.A.
15. Additional Conditions	In addition to 'PART THREE - General Exclusions', the following, specific exclusions are to apply: Infectious or Contagious Disease Exclusion during a PHEIC as per Appendix A; War, Terrorism and Mass Destruction Exclusion as per Appendix B. Additional clauses to apply to this Insurance: Appendix C: Cancellation Clause. Appendix D: Complaints Procedure Appendix E: Cyber Risks Appendix F: Premium Payment Clause Appendix G: Language Declaration Clause Appendix H: JWC Hull War, Piracy, Terrorism and Related Perils Listed Areas (25 April 2023) Appendix I: Follow Home Medical Expenses Extension.

SAMPLE

SCHEDULE OF INSURED PERSONS

Category Of Insured Persons	Sums Insured				Total no. Insured Persons
	Section A: Benefits 1-7	Section A: Benefits 9 & 10	Section A: Benefits 8 & 11	Sections B, C & D:	
Captain	5 x Annual Salary	5 x Annual Salary	60% of weekly wage	As per Schedule of Benefits	Add text
Officers and Crew	5 x Annual Salary	5 x Annual Salary	60% of weekly wage	As per Schedule of Benefits	Add text
Temporary Day Workers	EUR 25,000	Not Covered	Not Covered	Not Covered	Add text
Guests	EUR 25,000	Not Covered	Not Covered	Not Covered	Add text

Name	Date of Birth	Category	Annual Salary
Add text	Add text	Add text	Add text
Add text	Add text	Add text	Add text
Add text	Add text	Add text	Add text
Add text	Add text	Add text	Add text

SAMPLE

TOKIO MARINE HCC

SCHEDULE OF BENEFITS

Section A: Personal Accident/Illness	
Benefits in Respect of **Accident** only:	As stated in the Schedule of **Insured Persons**
1. **Death**	100%
2. Total and irrecoverable **Loss of Sight of both eyes**	100%
3. Total and irrecoverable **Loss of Sight of one eye**	100%
4. **Loss of Two Limbs**	100%
5. **Loss of One Limb**	100%
6. Total and irrecoverable **Loss of Sight of one eye** and **Loss of one Limb**	100%
7. **Permanent Total Disablement** (other items 2 to 6 above)	100%
8. Temporary **Total Disablement**	100% of **Insured Person's** weekly wage
Excess Period	7 days each and every claim
Maximum **Benefit Period**	52 weeks
Benefits in Respect of **Illness** only	
9. Total and irrecoverable **Loss of Sight of both eyes**	100%
10. **Permanent Total Disablement** by **Paralysis**	100%
11. Temporary **Total Disablement**	100% of **Insured Person's** weekly wage
Excess Period	7 days each and every claim
Maximum **Benefit Period**:	52 weeks
Section B: Medical Expenses	
1. Medical Expenses	Up to EUR 100,000 each and every claim Excess: EUR 250 each and every claim
A) Dental Expenses	Up to EUR 5,000 each and every claim

SAMPLE

B) Inpatient Benefit	Up to EUR 75 for each 24 hour period in hospital, subject to a maximum of EUR 1,050 per **Insured Person**
C) Evacuation / Repatriation Expenses	Up to EUR 100,000 each and every claim Excess: EUR 250 each and every claim
D) Travel Expense	
i) Close Relatives	Up to EUR 5,000 any one **Close Relative**, Maximum of EUR 10,000 each and every claim.
ii) Daily Living Expense	Up to EUR 75 per **Insured Person** per day, Maximum of EUR 1,050 per **Insured person**
iii) Funeral Expenses	Up to EUR 10,000 each and every claim Excess: EUR 250 each and every claim
Section C	
1. Crew Replacement	EUR 5,000 each and every claim Excess: EUR 250 each and every claim
Section D	
1. Personal Property	EUR 1,000 each and every claim Excess: EUR 100 each and every claim
2. Personal Money	EUR 250 each and every claim Excess: EUR 100 each and every claim

SAMPLE

PART ONE – Insuring Agreement

In consideration of the payment of the Insurance Premium stated in the Schedule, the **Insurer** hereby agrees to pay the benefits or indemnities to the **Insured** per the Schedule of Benefits subject to the terms and conditions of this Insurance.

PART TWO – Definitions

Wherever the following words appear in bold they will have the meanings shown below.

1. **Accident** means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the **Operative Time**.
2. **Benefit Period** means, for each single Temporary **Total Disablement**, the period starting upon expiration of the **Excess Period** and ending upon earlier of:
   A) the expiration of the **Benefit Period** stated in the Schedule of Benefits; or
   B) the **Insured Person** being able to resume their **Occupation**; or
   C) the **Insured Person's** death; or
   D) to the extent that benefit is payable for **Permanent Total Disablement** for the same **Bodily Injury** or **Sickness**.
3. **Bodily Injury** means a specific injury caused solely and independently by an **Accident** (except **Illness** directly resulting from, or medical or surgical treatment rendered necessary by such injury) sustained by the **Insured Person** within 12 months of the **Accident**.

   Bodily Injury includes a specific injury caused by exposure to the elements as a direct consequence of an **Accident**.
4. **Death** means the death of the **Insured Person** as a result of **Bodily Injury** or exposure to the elements as a direct consequence of an **Accident.**

   Death also includes disappearance. If the **Insured Person** is not found within 90 days of disappearing, and sufficient evidence is produced, satisfactory to the **Insurer**, that leads them inevitably to the conclusion that the **Insured Person** has sustained **Bodily Injury** and that such injury has caused the **Insured Person's Death**, the **Insurer** shall forthwith pay any **Death** benefit, stated in the Schedule of Benefits, provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to the **Insurer** if the **Insured Person** is subsequently found to be living.
5. **Excess Period** means, for each single Temporary **Total Disablement,** the number of days from the date that the **Insured Persons** sustains **Total Disablement** which must expire before any benefit is payable under this Insurance for Temporary **Total Disablement.**
6. **Event** means all individual losses arising out of and directly occasioned by the same cause during the ensuing period of 24 consecutive hours and within a 10-mile radius from the cause.

   Individual losses outside of such period or radius shall not be regarded as part of the same **Event**.

   The **Insured** may choose the date and time when such period of 24 consecutive hours commences and also the specific 10-mile radius determining an **Event**. If any **Event** is of greater duration than the above period, the **Insured** may divide that **Event** into two or more

SAMPLE

Events, provided that no two periods overlap and provided no period commences earlier than the date and time of the first recorded individual loss to the **Insured** arising out of the **Event**.

7. **Health Care Practitioner** means a qualified licensed member of the medical profession as approved by the governing medical association of the country in which the **Health Care Practitioner** resides and who is not a member of the **Insured** or **Insured Person's** family.
8. **Illness** means sickness or disease of the **Insured Person** diagnosed by a **Health Care Practitioner** which first manifests during the **Operative Time.**

   An **Illness** is deemed first sustained at the time of first medical diagnosis or first complaints or symptoms, whichever is earlier.
9. **Insured** means the entity stated in the Schedule.
10. **Insured Person** means the natural persons named in the Schedule of **Insured Persons**.
11. **Insured Trip** means an **Insured Person** departing from their country of residence for the purposes of their **Occupation** until arrival back at the **Insured Person's** residence or the expiry of the period of insurance (whichever occurs first**).**
12. **Insurer** means one of the following entities as stated in the Schedule:
    A) Tokio Marine Europe S.A. – Specialty Group having its registered office at 26, Avenue de la Liberté L-1930, Luxembourg.
    B) Tokio Marine Europe S.A. - Specialty Group - Belgian Branch having its registered office at 26, Avenue de la Liberté L-1930, Luxembourg and local branch address of Avenue du Bourget / Bourgetlaan 42, 1130, Brussels, Belgium.
13. **Loss of Limb** means the permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle including the permanent, total and irrecoverable loss of use of the **Insured Person**'s hand, arm, foot or leg.
14. **Loss of Sight** means the permanent and total **Loss of Sight** which is defined as having happened:
    A) in both eyes if, on the authority of a fully qualified ophthalmic specialist after correction, the degree of sight the **Insured Person** has left in both eyes is 3/60 or less on the Snellen scale (meaning the **Insured Person** can see at not more than three feet what the **Insured Person** should be able to see at sixty feet); or
    B) in one eye if, on the authority of a fully qualified ophthalmic specialist after correction, the degree of sight the **Insured Person** has left is 3/60 or less on the Snellen scale (meaning the **Insured Person** can see at not more than three feet what they should be able to see at sixty feet).
15. **Paralysis** means permanent total and irrecoverable loss of function of one or more limbs**.**
16. **Permanent Total Disablement** means a **Total Disablement** lasting a minimum of 12 months and at the end of that period is determined by a **Health Care Practitioner** to preclude the **Insured Person** from performing their **Occupation** ever again.
17. **Pre-Existing Condition** means any physical and/or psychological impairment, defect, infirmity, viral, bacteriological or other infection, or degenerative process of the **Insured Person:**
    A) that is diagnosed by a **Health Care Practitioner** before the inception of this Policy; or

SAMPLE

B) of whose existence, in the opinion of a **Health Care Practitioner**, the **Insured Person** should have reasonably been aware before the inception of this Insurance in light of existing symptoms or complaints.

18. **Occupation** means the **Insured Person(s)** undertaking their duties per their contract of employment with the **Insured.**
19. **Operative Time** means the period, as specified in the Schedule, during which the coverage provided by this Insurance is in force.
20. **Total Disablement** means the **Insured Person(s)** complete and total physical inability to perform their **Occupation** as a result of a **Bodily Injury** first sustained or **Illness** first manifested during the **Operative Time**.
21. **Seafarers Medical Certificate** means a valid and current ENG1, ML5 or other MLC 2006 compliant medical certificate.

PART THREE – General Exclusions

The **Insurer** shall not be liable under this Insurance for any claim directly or indirectly resulting from or consequent upon or in any way caused or contributed to by:

1. nuclear reaction, nuclear radiation or radioactive contamination;
2. the **Insured Person** engaging in or taking part in armed forces service or operations;
3. the **Insured Person** taking part in a civil commotion or riot;
4. actual or attempted: suicide, self-destruction, or self-harm inflicted **Bodily Injury** or **Illness** of the **Insured Person;**
5. any actual or attempted felonious or criminal act by the **Insured Person**
6. the **Insured Person** being in a state of insanity or affected by any mental disease, disorder or impairment, whether temporary, chronic or permanent and whether actual or claimed;
7. the **Insured Person** being, at the time of the **Accident**, intoxicated by alcohol with a blood alcohol content exceeding either:
   A) the maximum limit admitted under the laws of the country where the **Accident** took place for the activity carried out by the **Insured Person** at the moment it took place; or
   B) if not applicable, 1.1‰
8. the **Insured Person** being under the effects or influence of any drug, narcotic or substance other than
   A) prescription drugs or treatment legally available under the law applicable to this Policy and specifically prescribed by a **Health Care Practitioner**, and
   B) prescription drugs or treatment taken within the medical guidelines of the **Health Care Practitioner** having prescribed such drugs or treatment; or
9. any **Pre-Existing Condition**;
10. any **Insured Person** over 70 years of age unless cover in respect of such **Insured Person** has been agreed by the **Insurer** and the appropriate additional premium paid.
11. the **Insured Person's** deliberate exposure to exceptional danger (except in an attempt to save human life) including but not limited to:

SAMPLE

A) skin diving involving the use of breathing apparatus, skiing of any kind (including snowboarding) without wearing a certified helmet, off piste skiing of any kind (including snowboarding), rock climbing or mountaineering normally involving the use of ropes or guides, potholing, hang-gliding, parachuting, hunting on horseback, bungee jumping, white water rafting; or

B) any driving, sailing, surfing or riding (whether a vehicle or an animal) in, or in preparation of, any kind of race or competition, or

C) air travel except as a passenger in a properly licensed multi-engine aircraft operated by a licensed commercial air carrier or owned and operated by a commercial concern;

12. the **Insured Person** driving vehicles for which they are not licensed to drive;

13. the Vessel, stated in the Schedule, being outside the cruising limit area stated in the Schedule, or sailing for, deviating towards or being within territorial waters of any of the countries, places or ports described in the Joint War Committee (JWC) Hull, War Strikes, Terrorism and Related Perils Listed Areas, as attached.

PART FOUR – COVER

Section A: Personal Accident/Illness

In the event that the **Insured Person** suffers **Accidental Death, Loss of Sight, Loss of Limb, Permanent Total Disablement** or Temporary **Total Disablement** the **Insurer** shall pay the benefits stated in Section A of the Schedule of Benefits and subject to the terms and conditions of this Insurance.

A benefit shall not be payable under more than one of the items stated in Section A of the Schedule of Benefits in respect of the consequences of one **Accident** or of one **Illness** to any one **Insured Person**, and;

No weekly benefit shall be payable for Temporary **Total Disablement** until the total amount thereof has been ascertained and agreed. Any weekly benefit paid will be reduced and offset by any benefits paid for any other benefit under Section A of the Schedule of Benefits.

The total sum payable under Section A to any one **Insured Person** shall not exceed the largest sum insured in respect of that **Insured Person** under any one of the items contained in Section A of the Schedule of Benefits or added to this Section by endorsement in respect of that **Insured Person**.

In the event that the **Insured Person** dies within one year of an **Accident** and prior a benefit being paid for any part of Section A of the Schedule of Benefits, the benefit stated for **Death** shall be payable instead.

CONDITIONS APPLICABLE TO SECTION A ONLY

In the event that the **Insured Person** is the victim of a Hi-jack/Kidnap during the **Operative Time**, the **Operative Time** shall include the period when the **Insured Person** is subject to the control of the person(s) or their associates making the Hi-jack/Kidnap and shall continue during travel to the **Insured Person's** original destination and/or home country for a period not exceeding twelve months from the date of the Hi-jack/Kidnap.

SAMPLE

Section B: Medical Expenses

The **Insurer** shall pay **Medical Expenses, Evacuation/Repatriation Expenses, Travel Expenses and Funeral Expenses** necessarily incurred as a result of the **Insured Person** sustaining **Bodily Injury** or **Illness** up to the Sums Insured stated in the Schedule of Benefits.

DEFINITIONS APPLICABLE TO SECTION B ONLY

Medical Expenses means the reasonable cost of medical, surgical, specialists' fees, hospital, nursing home, nursing attendance charges, X-rays, costs of physiotherapy, massage, manipulative or therapeutic treatment, surgical and medical requisites given or prescribed by a **Health Care Practitioner**, including the cost of medical supplies and ambulance hire.

Dental expenses arising from treatment following **Bodily Injury** shall be covered up to the amount stated in the Schedule of Benefits for each **Insured Person**.

Medical Expenses shall include Follow Home Expenses, which commence upon the return to the **Insured Person's** country of domicile and for a maximum of 90 days to cover the cost of treatment within such country, following stabilisation at the nearest appropriate facility to the place of incident, when such treatment is considered by the appointed Assistance Company as being comparative, reasonable, customary and appropriate to the treatment which would have been administered at the nearest appropriate facility to the country of incident. Wherever possible, the **Insured Person** shall be accommodated in a hospital within 50 miles of their close family.

If an **Insured Person** receives inpatient treatment as a result of **Illness** or **Bodily Injury**, the **Insurer** will pay up to daily amount stated in the Schedule of Benefits for each 24 hour period in hospital, subject to the maximum stated in the Schedule of Benefits.

Evacuation/ Repatriation Expenses means the reasonable costs of evacuating the **Insured Person** to the most suitable medical facility, away from the **Insured Person's** location or repatriation to their **Home Country** including the cost of medical attendants, where recommended by the Assistance Company in conjunction with a **Health Care Practitioner.**

If an **Insured Person** is repatriated and the **Insured Person** wishes to return to the Vessel from which they were repatriated the **Insurer** will pay for a one way economy air ticket, to continue with their **Occupation**, provided such return shall be within the Period of Insurance stated in the Schedule.

Travel Expenses means accommodation and travel expenses of an **Insured Person's Close Relatives** if a **Close Relative's** presence with the **Insured Person** is necessary because the **Insured Person** is hospitalised outside of his home country for a period of 7 consecutive days or more, unless such hospitalisation is of a life-threatening nature, up to the benefits stating in the Schedule of Benefits.

For the purpose of this benefit, **Close Relatives'** means an **Insured Person's** immediate family, including partner, parents, children and siblings.

Travel Expenses includes a daily living expense up to the maximum benefit stated in the Schedule of Benefits.

Funeral Expenses means incurred costs for burial or cremation of the **Insured Person** or transportation of the **Insured Person's** ashes or body for burial in the **Insured Person's** home country.

EXCLUSIONS APPLICABLE TO SECTION B ONLY

The **Insurer** shall not be liable under this Insurance for the following expenses:

SAMPLE

1. any Excess amount stated in Section B of the Schedule of Benefits;
2. any journey which is booked or commenced by the **Insured Person**:
   A) contrary to medical advice, or
   B) to obtain medical treatment, convalescent care, or
   C) after they have been told that they may not have long to live.
3. expenses incurred in the **Insured Person's** home country other than Follow Home Expenses as covered detailed in Section B;
4. arising from childbirth, pregnancy or any medical complications resulting therefrom incurred within 2 months of the estimated date of delivery;
5. in respect of expenses which are recoverable under any other medical expenses insurance to which the **Insured Person** is entitled to indemnity;

CONDITIONS APPLICABLE TO SECTION B ONLY

In respect of U.S. Residents/Citizens only:

This Insurance is not intended to be compliant with the Patient Protection and Affordable Care Act (PPACA) (as amended). The **Insured Person** may incur a tax liability if they choose not to opt for an PPACA compliant policy, are a U.S. citizen/resident and do not have a PPACA compliant medical insurance policy.

The purpose of this Insurance is to provide cover whilst the **Insured Person** is travelling for work, outside of the U.S. Whilst this policy may cover **Repatriation** back to the US; any subsequent medical expenses incurred in the U.S. will not be covered under this Insurance.

It is the **Insured Person's** responsibility to ensure that they have adequate medical cover whilst residing or once repatriated to the U.S. and any tax liability or consequences of not having a PPACA compliant medical insurance policy, should be discussed with a broker and/or financial/legal adviser.

This Insurance does not cover expenses that could result in the **Insurer** contravening the Australia Health Insurance Act 1973 (Cth), the Australian Private Health Insurance Act 2007 (Cth) or the Australian National Health Act 1953 (Cth) or any applicable legislation (whether in Australia or otherwise).

Section C: Crew Expenses

If during the **Operative Time** an **Insured Person** has to be replaced and return home before completion their employment with the **Insured** for any of the following reasons, Section C will pay necessary and reasonable expenses, up to the Sum Insured stated in the Schedule of Benefits, for the recruitment and transport of the replacement crew to replace the **Insured Person** following:

1. the **Death, Bodily Injury** or **Illness** of an **Insured Person**
2. hi-jack of an **Insured Person**

EXCLUSIONS APPLICABLE TO SECTION C ONLY

The **Insurer** shall not be liable under this Insurance for the following expenses:

1. **T**he salary of a replacement crew member

SAMPLE

2. Dental and optical conditions, unless caused by **Bodily Injury** sustained by the **Insured Person** during the **Operative Time;**

Section D: Personal Property and Money

The **Insurer** shall pay up to the Sums Insured stated in the Schedule of Benefits for:

1. the cost of the repair or replacement of an **Insured Person's** personal property if an **Insured Person's** personal property is lost, damaged or stolen during the **Operative Time**; or
2. reimbursement of the **Insured Person's** money that is lost, stolen or destroyed during the **Operative Time.**

EXCLUSIONS APPLICABLE TO SECTION D ONLY

The **Insurer** shall not be liable for personal property claims arising from or attributable to:

1. wear and tear, depreciation or gradual deterioration;
2. mechanical or electrical failure;
3. any process of cleaning, dyeing, restoring, repairing or alteration;
4. more than a reasonable proportion of the total value of the set where the lost or damaged property is a part of a set or a pair;
5. tools of trade or samples;
6. loss of or damage to vehicles, their accessories or spare parts;
7. loss of or damage to household effects; or

The **Insurer** shall not be liable for personal money arising from or attributable to:

1. devaluation of currency or shortages due to errors or omissions during monetary transactions; or
2. loss of cheques, charge, bankers' or credit cards not reported to the issuing bank or the relevant authorities as soon as the bank or authorities office allow.
3. fraudulent use of charge, bankers' or credit cards.

The **Insurer** shall not be liable for personal property or money arising from or attributable to:

1. loss or theft not reported to either the police or the transport carrier within 48 hours of discovery;
2. loss due to confiscation or detention by customs or any other authority;

CONDITIONS APPLICABLE TO SECTION D

Total loss or destruction of any article of personal property not more than 3 years old will be settled on a new for old basis provided that the replacement article is not superior to or of better quality than the original and subject to receipt by **Insurers** of the original invoices.

If money is collected from a bank for use during the **Operative Time** it will be covered for a period of 72 hours prior to commencement of the **Operative Time** and shall continue for the same period after termination of the **Operative Time** or until deposit at the bank, whichever occurs first.

Any financial loss caused by fraudulent use of cheques, incurred by an **Insured Person** will be reimbursed up to the sum insured stated in the Schedule of Benefits and is subject to

SAMPLE

compliance with the conditions of use and other terms under which such cheques have been issued.

An **Insured Person** will take all reasonable precautions for the safety of all personal property and money.

In the event of any claim under Section D, the **Insurers** are entitled to:

1. keep or take possession of that item of property and to deal with its salvage in a reasonable manner; or
2. to repair or replace any items of personal property for which **Insurers** are liable.

PART FIVE – CLAIMS CONDITIONS

1. Notice and proof of a claim
   - A) The **Insured Person** and/or **Insured** shall immediately notify the **Insurer** of any **Accident** or **Sickness** that may reasonably lead to a claim under this Insurance. In such an event the **Insured Person** must place themselves under the care and follow the advice of a **Health Care Practitioner**.
   - B) All claim notes shall contain the following full and complete information and documents:
     - i) completed Claims Form;
     - ii) date and proof (including medical confirmation where relevant) of the occurrence, diagnosis (if relevant) and consequences of the event;
     - iii) in respect of **Accident** only: location and circumstances.
   - C) the **Insured** and/or the **Insured Person** shall disclose all medical information and reports (with no limitation of time) from any **Health Care Practitioner**, other insurer or public services having treated, examined or otherwise taken care of the **Insured Person** since the occurrence of the **Accident** or **Sickness** to the **Insurer** for the purpose of its assessment of the claim and establishing right to cover under this Insurance. The **Insured Person** shall at all times authorise and enable **Health Care Practitioners** to share such information with the **Insurer** to the fullest extent possible
   - D) the **Insurer** may request medical examinations and analyses, by a **Health Care Practitioner** appointed by the **Insurer**, to confirm entitlement to cover under this Insurance. The **Insurer** shall bear the costs and fees so incurred unless such examinations and analyses reveal a fraudulent notice or claim hereunder.

   The **Insurer** shall only be liable under this Insurance in respect of claims where all provisions in this PART FIVE - CLAIMS CONDITIONS have been complied with.
2. Where the **Insurer** has confirmed cover under this Insurance for a claim, it shall affect payment for such claim within a reasonable period of time.

PART SIX – GENERAL CONDITIONS

1. It is a general condition of this Insurance that an **Insured Trip** is not commenced:
   - A) after receipt of a terminal prognosis.

SAMPLE

B) against the advice of a **Health Care Practitioner**.

C) while receiving inpatient treatment or awaiting such treatment.

D) with the intention of obtaining medical treatment during an **Insured Trip**.

2. No benefit payable under this Insurance shall carry interest and **Insurers** shall not be affected by any notice of trust, charge, lien, assignment or any other dealing relating to this insurance.

3. All **Insured Persons,** with the exception of Guests, must be under a contract of employment and have a valid **Seafarers Medical Certificate**.

4. The **Insured** warrants that they have made all reasonable enquires to establish that the **Insured Persons** do not suffer from any physical impairment, mental impairment and/or medical condition which may increase the risk of the **Insured Person** sustaining a **Bodily Injury** or **Sickness**, and that the **Insured** has disclosed to the **Insurer** all such information known by the **Insured**. The **Insured** will immediately disclose to the **Insurer** all further such information which comes to the attention of the **Insured** at any time either before or after the Inception of this Insurance which is relevant to the risk.

   A) Without prejudice to any other remedies available under applicable law, where any material fact or circumstance has been misrepresented or non-disclosed, the **Insurer** shall be entitled to:

      i) avoid this Insurance with no premium refund if such misrepresentation or non-disclosure was deliberate or reckless; or

      ii) if such misrepresentation or non-disclosure is neither deliberate nor reckless:

         - avoid this Insurance with a premium refund if the **Insurer** would not have entered into this Insurance had it been aware of the misrepresented or non-disclosed fact or circumstance

   or at the **Insurer's** election:

      - reduce the Insurance Indemnity in the same proportion as the Insurer would have increased the premium had it been aware of the misrepresented or non-disclosed fact or circumstance.

5. In the event of a fraudulent claim by the **Insured** or anyone acting on their behalf, the **Insurer** is not liable to pay the claim and may recover from the **Insured** any sums paid in respect of the claim. In addition, the **Insurer** may cancel this Insurance from the date of the fraudulent act (the **Insurer** need not return any of the premium paid) and recover from the **Insured** any benefit which the **Insured** has received under this Insurance after such fraudulent act.

   It shall be for the **Insurer** to demonstrate that a claim has been made fraudulently by the **Insured** and/or that a fraudulent act has taken place.

6. Cover under this Insurance starts at the inception of the Period of Insurance, stated in the Schedule, and ends;

   A) automatically upon the expiry date of the Period of Insurance, stated in the Schedule; or

   B) upon cancellation of this Insurance in accordance with PART SIX – General Conditions 7.

7. Without prejudice to any other reason for cancellation applicable under the applicable law stated in the Schedule, the **Insurer** may cancel this Insurance for:

SAMPLE

A) non-payment of premium in accordance with Appendix F – Premium Payment Clause.; or

B) breach of notification and disclosure duties under PART FIVE - Claims Condition 1., with a written notice of no less than thirty (30) days; or

C) breach of notification and disclosure duties under PART SIX - General Conditions 3., with a written notice of no less than FIFTEEN (15) days.

The **Insurer** shall be entitled to retain the premium pro rata portion to time on risk, or the whole premium when:

A) a potential claim is notified to the **Insurer** before cancellation for non-payment of premium; or

B) in case of fraudulent breach of notification and disclosure duties.

8. This Insurance is to be governed by, and its terms are to be construed in accordance with, the applicable law stated in the Schedule. Any dispute or difference arising under or in respect of this Insurance is to be subject to and determined within the exclusive jurisdiction stated in the Schedule.
9. No assignment of or change of interest in this Insurance will be binding on or recognized by the **Insurer**.
10. The **Insurer** will be entitled, at their own expense, to bring proceedings in the **Insured's** name to recover for the **Insurer's** benefit the amount of any payment made under this Insurance, including the **Insurer's** own costs and expenses. The **Insurer** shall be entitled to exercise all the **Insured's** rights and remedies and the **Insured** shall give all assistance in their power as may be required and will do nothing following the claim to prejudice such rights.
11. All Currency amounts stated within the wording are deemed to be 'or currency equivalent' of the currency set out within the schedule attached.
12. The **Insurer** 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 Kingdom or United States of America.
13. No legal action resulting from this Insurance may be brought until sixty (60) days after the conditions of PART FIVE – Claims Conditions have been met by the **Insured**, and any action must be started within three (3) years of that date.
14. By acceptance of this Insurance, the **Insured** and the **Insurer** agree that this Insurance (including the Proposal and any materials submitted therewith) and any written endorsements attached hereto constitute the sole and entire agreement between the parties with respect to this Insurance. Any prior agreement or understanding between the parties is therefore no longer valid
15. Any provision of this Insurance which, on its inception date, is in conflict with the statutes of the country in which this Insurance was delivered or issued for delivery is hereby amended to conform to the minimum requirements of such statutes. The unenforceability or invalidity of any provision or portion thereof shall not affect the other provisions of this Insurance or other portions of such provision.
16. The **Insurer** respects the **Insured** and **Insured Person's** right to privacy. In the **Insurer's** Privacy Policy (available at https://www.tmhcc.com/en/legal/privacy-policy) they explain who they are, how they collect, share and use personal information about the **Insured** and/or **Insured Person**, and how they can exercise their privacy rights. If the **Insured** has

SAMPLE

any questions or concerns about the **Insurer's** use of their personal information, then please contact DPO-TMELux@tmhcc.com.

The **Insurer** may collect your personal information such as name, email address, postal address, telephone number, gender and date of birth. The **Insurer** may also collect the **Insured's** and/or **Insured Person's** sensitive personal information such as data relating to their physical or mental health or condition. The **Insurer** needs the personal or sensitive personal information to enter into and perform a contract with the **Insured**. The **Insurer** retains personal information and sensitive personal information they collect from **Insured** and/or **Insured Person** where they have an ongoing legitimate business need to do so.

The **Insurer** may disclose **Insured** and/or **Insured Person** personal or sensitive personal information to:

A) The **Insurer's group companies**;

B) **third party services providers and partners** who provide data processing services to the Insurer or who otherwise process personal information for purposes that are described in our Privacy Policy or notified to the **Insured** when the **Insurer** collects their personal information;

C) any **competent law enforcement body, regulatory, government agency, court or other third party** where the Insurer believes disclosure is necessary (i) as a matter of applicable law or regulation, (ii) to exercise, establish or defend our legal rights, or (iii) to protect the **Insured's** interests or those of any other person;

D) a **potential buyer** (and its agents and advisers) in connection with any proposed purchase, merger or acquisition of any part of the **Insurer's** business, provided that they inform the buyer it must use their personal information only for the purposes disclosed in the **Insurer's** Privacy Policy; or

E) any **other person with the Insured's consent** to the disclosure.

The **Insured's** or **Insured Person's** personal and sensitive personal information may be transferred to, and processed in, countries other than the country in which they are resident. These countries may have data protection laws that are different to the laws of their country. The **Insurer** transfers data within the Tokio Marine group of companies by virtue of their Intra Group Data Transfer Agreement, which includes the EU Standard Contractual Clauses.

The **Insurer** uses appropriate technical and organisational measures to protect the personal information that they collect and process about the **Insured** and/or **Insured Person**. The measures are designed to provide a level of security appropriate to the risk of processing the **Insured's** and/or **Insured Person's** personal information.

The **Insured** is entitled to know what data is held on them and to make what is referred to as a **Data Subject Access Request ('DSAR')**. The **Insured** is also entitled to request that their data be **corrected** in order that we hold accurate records. In certain circumstances, they have other data protection rights such as that of **requesting deletion, objecting to processing**, **restricting processing** and in some cases **requesting portability**. Further information on the **Insured's** rights is included in the **Insurer's** Privacy Policy.

The **Insured** can **opt-out of marketing communications** that the **Insurer** sends them at any time. The **Insured** can exercise this right by clicking on the "unsubscribe" or "opt-out" link in the marketing e-mails the **Insurer** sends to the **Insured**. Similarly, if the **Insurer** has collected and processed the **Insured** and/or **Insured Person's** personal or sensitive personal information with their consent, then they can **withdraw your consent** at any time. Withdrawing consent will not affect the lawfulness of any processing the **Insurer** conducted prior to the **Insured's** withdrawal, nor will it affect processing of their personal information conducted in reliance on lawful processing grounds other than consent. The **Insured** has

SAMPLE

the **right to complain to a data protection authority** about the **Insurer's** collection and use of the **Insured** and/or **Insured Person's** personal information.

PART SEVEN – CLAIMS NOTIFICATIONS

The **Insured** and **Insured Persons** should use the services of the following named Assistance Company for all assistance matters, medical emergency matters, inpatient hospital treatment and evacuation/repatriation. The assistance company will be solely responsible for all decisions on the most suitable, practical and reasonable solution to any problem. All such assistance is subject to the prior approval of said assistance company:

Assistance Company: On Call International

Call from anywhere in the world: + 603.952.2089

Email: mail@oncallinternational.com

Text only number: 1 844-302-5131

24/7 Live Chat: www.oncallinternational.com/chat/direct

On Call International (On Call) must be informed that this Contract covers the person concerned and the following details must be provided:

- The **Insured Person's** name
- The **Insured Person's** location
- The **Insured Person's** details (including passport/visa).
- The Policy number
- The **Insured's** name (if different to **Insured Person's** name)
- The name and phone number of the **Health Care Practitioner** and hospital treating the **Insured Person** (if applicable)
- Any additional people that should be updated throughout the case
- Nature of the incident
- The desired end state (what you want On Call to do)
- Any other pertinent information on the incident that may affect On Call's response (security situation etc)

Failure to contact the Assistance Company and obtain authorisation may prejudice the claim and could mean that some or all of the costs involved may not be paid. The **Insured** and **Insured Persons** should not attempt to find their own solution and then expect full reimbursement from the Underwriters without prior approval first having been obtained from the Assistance Company.

For all other claims, contact your broker.

SAMPLE

APPENDIX A – Infectious or Contagious Disease Exclusion during a PHEIC

This Insurance does not cover claims in any way caused by or resulting from an infectious or contagious disease, an outbreak of which has been declared a Public Health Emergency of International Concern (PHEIC) by the World Health Organization (WHO).

This exclusion shall apply to claims made after the date of any such declaration(s), other than where a relevant diagnosis has been made by a qualified medical practitioner before the date of any such declaration(s).

This exclusion will continue to apply until the WHO cancels or withdraws any relevant PHEIC.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

APPENDIX B – War, Terrorism and Mass Destruction Exclusion

Notwithstanding any provision to the contrary within this Insurance, or any endorsement thereto, it is agreed that this Insurance excludes any loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss or expense;

1. War, hostilities or warlike operations (whether war be declared or not),
2. Invasion,
3. Act of an enemy foreign to the nationality of the **Insured** or the country in, or over, which the act occurs,
4. Civil war,
5. Riot,
6. Rebellion,
7. Insurrection,
8. Revolution,
9. Overthrow of the legally constituted government,
10. Civil commotion assuming the proportions of, or amounting to, an uprising,
11. Military or usurped power,
12. Explosions of war weapons,
13. Utilisation of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined.
14. Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the **Insured** whether war be declared with that state or not,

SAMPLE

15. Terrorist activity.

For the purpose of this exclusion;

A) Terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s).

B) Utilisation of Nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.

C) Utilisation of Chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.

D) Utilisation of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escapee of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

Also excluded hereon is any loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any action taken in controlling, preventing or suppressing any, or all, of (1) to (15) above.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

APPENDIX C – Cancellation Clause

The **Insured** may cancel this Insurance at any time by written notice or by surrendering this Insurance to the **Insurer**. If no claim has been made, the **Insurer** will retain that percentage of the premium as stated in the scale shown below for the number of months this Insurance is in force.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

Scale (being the **Insurer**'s retained premium)

1 month	20%
2 months	30%
3 months	40%
4 months	50%

SAMPLE

5 months	60%
6 months	70%
7 months	75%
8 months	80%
9 months	85%
Over 9 months	100%

APPENDIX D – Complaints Procedure

How to make a complaint:

The first point of contact should be either the **Insured's** Insurance Adviser who arranged this policy at their address or the **Insurer** at:

Tokio Marine Europe S.A.
26, Avenue de la Liberté
L-1930, Luxembourg
Grand Duchy of Luxembourg

E-Mail: TMEComplaints@tmhcc.com

The **Insurer** will aim to answer the complaint as quickly as possible and to resolve the issue by close of business the third day following receipt of the complaint.

If this cannot be done the **Insurer** will follow the procedure laid out below.

The **Insurer** will acknowledge the complaint within 5 (five) working days and hopes to include in this letter a resolution to the complaint.

Following an investigation, the **Insurer** will aim to return to the **Insured** within 4 (four) weeks of their initial complaint with the resolution. If this is not possible the **Insurer** will write to the **Insured** within 4 (four) weeks and explain why the issue has not yet been resolved and give a likely timescale of when its investigation will be concluded.

If the complaint requires a particularly complex investigation the **Insurer** may need a further 4 (four) weeks to conclude the investigation. If the **Insurer** has not completed the investigation within 8 (eight) weeks the **Insurer** will write to the **Insured** again with an explanation.

Where the **Insured** is dissatisfied with the **Insurer's** response to resolve the complaint then the **Insured** may be eligible to refer the complaint to:

Ombudsman des Assurances
Square de Meeûs 35
1000 Bruxelles
Belgium

Tel. no.: +32 2 547 58 71

Fax: +32 2 547 59 75

SAMPLE

e-mail: info@ombudsman.as

Website: http://www.ombudsman.as

The **Insured** should contact the Ombudsman des Assurances directly for advice if unsure whether it will consider any complaint.

Using these services does not affect the **Insured's** right to take legal action save that an **Insured** may not continue with its complaint against the **Insurer** if an award of the Ombudsman des Assurances is accepted.

APPENDIX E – Cyber Risks

Any **Loss** caused by or arising out of a Cyber Act or a Cyber Incident are payable, subject to the terms, conditions, limitations and exclusions of this Insurance.

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

Cyber Incident means:

1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **Insured** or any other party.

APPENDIX F – Premium Payment Clause

Notwithstanding any provision to the contrary within this contract or any endorsement hereto, in respect of non payment of premium only the following clause will apply.

The **Insured** undertakes that the Insurance Premium stated in the Schedule will be paid in full to **Insurers** within 60 days of the Inception of the **Period of Insurance** as stated in the Schedule (or, in respect of instalment premiums, when due).

If the Insurance Premium due under this Insurance has not been so paid to the **Insurer** by the 60th day after the inception date of the **Period of Insurance** the **Insurer** shall have the right to cancel this contract by notifying the **Insured** via the broker in writing. In the event of cancellation, premium is due to **Insurer** per 'Appendix C – Cancellation Clause' but the full Insurance Premium shall be payable to **Insurer** in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this Insurance.

It is agreed that **Insurer** shall give not less than 15 days prior notice of cancellation to the **Insured** via the broker. If the premium due is paid in full to **Insurer** before the notice period expires, notice of cancellation shall automatically be revoked. If not, the Insurance shall automatically terminate at the end of the notice period.

SAMPLE

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

APPENDIX G – Language Declaration Clause

The **Insured** has declared their understanding of, and has requested for the contract of Insurance to be provided in, the English language. The **Insured** confirms they understand such contract and agree to be bound by its terms and conditions.

APPENDIX H – JWC Hull War, Piracy, Terrorism and related perils listed areas

JWC Listed Areas

Hull War, Piracy, Terrorism and Related Perils

Africa
Benin
Cabo Delgado, waters as defined overleaf
Djibouti
Eritrea, but only South of 18° N
Gulf of Guinea, waters as defined overleaf
Libya
Nigeria
Somalia
Sudan
Togo
Europe
Sea of Azov and Black Sea waters plus inland waters as defined overleaf
Persian/Arabian Gulf, Gulf of Oman, Indian Ocean, Gulf of Aden and Southern Red Sea
Water as defined overleaf

SAMPLE

Asia
Pakistan
Middle East
Bahrain
Iran
Iraq, including all Iraqi offshore oil terminals
Israel
Kuwait
Lebanon
Oman
Qatar
Saudi Arabia (Gulf coast)
Saudi Arabia (Red Sea coast) excluding transits
Syria
United Arab Emirates
Yemen
Russia
South America
Guyana, but only calls to offshore installations in the Guyanese EEZ beyond territorial waters
Venezuela, including all offshore installations in the Venezuelan EEZ

SAMPLE

Defined Waters

Europe

1. **Sea of Azov and Black Sea waters enclosed by the following boundaries**
   - A) On the west, around Romanian waters, from the Ukraine-Romania border at 45° 10.858'N, 29° 45.929'E to high seas point 45° 11.235'N, 29° 51.140'E
   - B) thence to high seas point 45° 11.474'N, 29° 59.563'E and on to high seas point 45° 5.354'N, 30° 2.408'E

C) thence to high seas point 44° 46.625'N, 30° 58.722'E and on to high seas point 44° 44.244'N, 31° 10.497'E

D) thence to high seas point 44° 2.877'N, 31° 24.602'E and on to high seas point 43° 27.091'N, 31° 19.954'E

E) and then east to the Russia-Georgia border at 43° 23.126'N, 40° 0.599'E

2. **All inland waters of Ukraine, including inland waters within Crimea and other Ukrainian territories under Russian control**
3. **Inland waters of Russia within the following areas:**
   A) River Don, from Sea of Azov to vertical line at 41° E
   B) River Donets, from River Don to Ukraine border
4. **All inland waters of Belarus south of horizontal line at 52° 30' N**

Cabo Delgado

The territorial sea of Mozambique and Tanzania enclosed by the following boundaries:

A) To the north, from Mnazi Bay at 10°19.6'S, 40°18.9'E to high seas point at 10° 10.3' S, 40° 34.44' E

B) To the south, from Baía do Lúrio at 13°30'S, 40°31.6'E to high seas point 13° 29.97' S, 40° 49.7' E.

Gulf of Guinea

The waters enclosed by the following boundaries:

A) On the west, from the coast of Togo 6° 06′ 45″ N, 1°12′E, south to

B) high seas point 0° 40′ S, 3° 00′ E

C) and then east to Cape Lopez Peninsula, Gabon 0°40′S, 8° 42′E.

Persian/Arabian Gulf, Gulf of Oman, Indian Ocean, Gulf of Aden and Southern Red Sea

The waters enclosed by the following boundaries:

A) On the northwest, by the Red Sea, south of Latitude 18°N;

B) on the northeast, from Pakistan coastline at 25°19'15"N, 65°E;

C) on the east, by a line to high seas point 10°48'N, 65°E, thence to high seas point 10°48'N, 60°15'E, thence to high seas point 6°45'S, 48°45'E; and

D) on the southwest, by the Somalia border at 1°40'S, 41°34'E, to high seas point at 6°45'S, 48°45'E.

Definitions:

Named Countries shall include their ports and coastal waters up to 12 nautical miles offshore, unless specifically varied above.

Named Ports (where individually listed) shall include all facilities/terminals within areas controlled by the relevant port authority/ies (or as may be more precisely defined by **Insurers**) including offshore terminals/facilities, and all waters within 12 nautical miles of such but not exceeding 12 nautical miles offshore unless specifically stated.

SAMPLE

APPENDIX I – Follow Home Medical Expenses Extension

This extension extends Section B - **Medical Expenses** to cover **Medical Expenses** in the country of permanent residence for non US nationals, non USA domiciled or non US Citizens only. For Australia nationals please see the paragraph below.

This extension does not cover **Insured Persons** who are US nationals, USA domiciled or US Citizens.

Insurers shall not be liable to pay any expenses incurred in the United States of America.

This extension is subject to a sub limit of EUR 20,000 or currency equivalent, per period of insurance per **Insured Person,** following approved medical repatriation from the assistance company.

This extension is subject to a sub limit of EUR 10,000 or currency equivalent, per period of insurance per **Insured Person,** should the **Insured Person** require medical treatment following a **Bodily Injury** and/or **Illness** whilst on paid annual leave from the **Insured's** Vessel. Treatment should be sought first through national health schemes, reciprocal health agreements or private health insurance. If treatment is not available in time before the **Insured Person** is due to report back to the Vessel following annual leave the extensions will provide treatment up to the USD 10,000 limit only.

Australian Crew

Please note that the **Insurer** will not provide cover or pay for a loss which would result in the **Insurer** contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act 1953 (Cth) or any applicable legislation (whether in Australia or otherwise)".

The **Medical Expenses** cover under this Insurance for Australian nationals is referred to as "Non Medicare Medical Expenses". This refers to **Medical Expenses** claims incurred within Australia.

Non-Medicare **Medical Expenses** is defined as: -

Reimbursement cover only. That is, the **Insured** or **Insured Person** must pay the amount first and then claim reimbursement under their insurance provided.

Only Non-Medicare items are claimable (i.e. The "Medicare gap" is not claimable due to government legislation).

The most common "Non Medicare" medical expenses include:

A) Private Hospital Accommodation and Theatre Fees

B) Dental

C) Ambulance

D) Chiropractic

E) Physiotherapy

F) Osteopathy

G) Medical expenses that are covered by Medicare (i.e. not covered by this policy) include: Doctors

H) Fees

SAMPLE

I) Surgeons

J) Anaesthetists Fees

K) X-rays

If an Australian national incurs **Medical Expenses** outside of Australia, there is no restriction in cover.

At Home Medical Expenses Extension Conditions:

The **Insured Person** must have a current and valid crew contract of employment with the **Insured** and valid **Seafarer Medical Certificate** when the **Accident** occurs or **Illness** first manifests in country of domicile.

Exclusions applicable to Follow Home Medical Expenses only.

This Insurance does not cover claims in any way caused or contributed to by **Medical Expenses** incurred within your country of permanent residence, unless approved in advance by the assistance company prior to any treatment taking place.

SAMPLE

TOKIO MARINE HCC

SAMPLE

About Tokio Marine HCC

Tokio Marine HCC (TMHCC) underwrites more than 100 specialty insurance products, with access to over 180 territories. Supported by 4,400 employees globally, the company is one of the world's leading specialty insurers. Headquartered in Houston, Texas, the company comprises highly entrepreneurial teams equipped to underwrite special situations, companies and individuals, acting independently to deliver effective solutions. Our products and capabilities set the standard for the industry, as many of our employees are industry-leading experts.

More information about our financial strength here:

Tmhcc.com/en/about/us