

PROTECT

Provided by FutureLife



DOCUMENTATION

FUTURELIFE MEDICAL EXPENSES INSURANCE

Effected with:

Certain Underwriters at
Lloyd's, London, England subscribing to
Binding Authority Agreement No.
B0621PFDO20314 held on file by the
Coverholder

Through:

Miller Insurance Services LLP
70 Mark Lane
London EC3R 7NQ
United Kingdom

**Evidence of Insurance
Number:**

This document is issued to the **Member** as evidence of the cover provided under Master Policy No.
B0621PCEL000815 issued to the **Policyholder** and is furnished in accordance with and is in all respects
subject to the terms and conditions of the **Policy** as well as any amendments thereto. The **Policy** may be
inspected at the offices of the **Policyholder**. A copy of the terms and conditions of the **Policy** is attached.
Please keep this document for your records.

SCHEDULE OF BENEFITS

1.	Master Policy No:	B0621PCEL000815																								
2.	Policyholder:	Cells4Life Group LLP																								
3.	Address:	Units 2-3 Oak House Woodlands Office Park Albert Drive Burgess Hill RH15 9TN United Kingdom																								
4.	<u>Member:</u> <u>Insured Persons:</u> 1.	<u>Category of Benefits Purchased:</u> <table><thead><tr><th></th><th>A, B & C</th><th>D</th></tr></thead><tbody><tr><td></td><td>Premium</td><td>Premium</td></tr><tr><td>1.</td><td>Premium paid by Cells4Life</td><td>GBP</td></tr><tr><td></td><td>Premium paid by Cells4Life</td><td>GBP</td></tr><tr><td>Total Premium:</td><td>GBP</td><td></td></tr><tr><td>Plus Local Levy/Tax:</td><td>GBP</td><td></td></tr><tr><td>Admin Fee:</td><td>GBP</td><td></td></tr><tr><td>Total Payable:</td><td>GBP</td><td></td></tr></tbody></table>		A, B & C	D		Premium	Premium	1.	Premium paid by Cells4Life	GBP		Premium paid by Cells4Life	GBP	Total Premium:	GBP		Plus Local Levy/Tax:	GBP		Admin Fee:	GBP		Total Payable:	GBP	
	A, B & C	D																								
	Premium	Premium																								
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Total Premium:	GBP																									
Plus Local Levy/Tax:	GBP																									
Admin Fee:	GBP																									
Total Payable:	GBP																									

5.	Insurance Period:	<p><u>Sections A, B, & C</u></p> <p>From: 12:01 a.m. standard time at the address shown in Item 3. To:</p> <p><u>Section D</u></p> <p>From: 12:01 a.m. standard time at the address shown in Item 3. To:</p>
6.	Currency:	GBP
7.	Total Premium:	As Shown in Item 4.
8.	Policy Form Issued at Inception:	FLUKWDG00615
9.	Endorsements Issued at Inception:	
10.	Governing Law:	England and Wales
11.	Enquiries To:	Specialty Group 5-11 Lavington Street London SE1 0NZ United Kingdom corporate@specialty-assist.com +44 (0)20 7902 7407
12.	Notice of Claim To:	Specialty Group 5-11 Lavington Street London SE1 0NZ United Kingdom corporate@specialty-assist.com +44 (0)20 7902 7407

FutureLife Medical Expenses Insurance

TABLE OF BENEFITS

The table below details the monetary limits and benefits for each **Insured Person** selected by the **Member** and notified to the **Underwriters** by the **Policyholder**. All benefit limits apply separately to each **Insured Person** for each **Annual Period** unless otherwise stated.

CORE BENEFITS		
		Maximum Core Benefits
Maximum amount of Core Benefit payable by Underwriters for any one Claim <u>but in the AGGREGATE</u> for all Claims for Core Benefits A, B and C for each Insured Person during each Annual Period :		250,000
		Sub-Limit (where specified below) is part of and not in addition to the maximum amount of benefits.
Reasonable and Necessary Costs and Expenses of:		
A.	Assessment of Medical Conditions and approved treatment using stem cell transplant	Up to 250,000
B.	Search for, testing and transportation of alternative stem cells.	Up to 250,000
C.	Home Recovery Support.	Up to 30,000

SPECIAL EXTENSION ADDITIONAL BENEFIT D. (ONLY AVAILABLE WHEN PURCHASED IN ADDITION TO CORE BENEFITS)	
	Additional Benefit
Benefit payable by Underwriters for any one Claim and in the <u>AGGREGATE</u> for each Insured Person following first diagnosis of Cerebral Palsy during the applicable Insurance Period .	50,000

FutureLife Medical Expenses Insurance

TERMS AND CONDITIONS OF COVER

The **Underwriters** will, subject to the limits specified in the **Table of Benefits**, these terms and Conditions of Cover and confirmation of proof of payment of the appropriate **Premium** in respect of the **Core Benefits** and any **Special Extension Additional Benefits** (if purchased), pay the **Benefit** in respect of a **Claim** made during the applicable **Insurance Period** provided that the applicable **Insured Event** occurred and the treatment in relation to **HSCT** is carried out during the applicable **Insurance Period**.

BENEFITS

The **Underwriters** will provide payment of **Benefit(s)** on behalf of an **Insured Person** for **Claims** for the reasonable and necessary costs and/or fees and/or expenses incurred by that **Insured Person** and/or **Member** with the prior written consent of the **Underwriters** and/or **Underwriters Representatives** for:-

Core Benefits A, B and C

A. Assessment of a **Medical Condition** and treatment in relation to a **Haematopoietic Stem Cell Transplant** qualifying as an **Appropriate Procedure**

Comprising:

- i. Medical expenses charged by **Specialist Physician(s)**, nurses and other suitably qualified medical or similar personnel involved in the assessment and/or carrying out of all tests and/or surgical and/or medical procedures involving an **HSCT**.
- ii. Post diagnosis of a **Medical Condition** and clinical decision to undertake an **HSCT**, the costs of medical assessment tests, including invasive tests or tests involving contrast materials and/or radioactive substances and/or x-rays and/or laboratory tests, in connection with an **HSCT** for the **Medical Condition**.
- iii. Costs charged by a **Hospital** (excluding those in i. above), for a stay by an **Insured Person** as an in-patient due to the performance of medical assessment tests and/or an **HSCT** for the **Medical Condition**.
- iv. Costs for the supply, provision and administering of drugs and/or dressings or similar in connection with an **HSCT** for the **Medical Condition** including those required following post transplantation discharge.
- v. **Specialist Physician** or outpatient visit costs, either before or after procedures relating to **HSCT** in **Hospital**, at home or in consulting rooms.
- vi. Costs of transportation of the **Insured Person** and one escort **Abroad**, including the cost of air travel if approved using regular commercial airline services, for the purpose of undertaking an **HSCT**.
- vii. Costs of specialist medical transportation of the **Insured Person** and one escort **Abroad**, including by air ambulance, for the purpose of undertaking an **HSCT**, in the event the **Insured Person** is unfit to travel by regular means.
- viii. Costs of reasonable accommodation and subsistence expenses for an escort in connection with travel **Abroad** outlined in vi. and vii. above.

B. Location, Testing and Transportation of Alternative Cells for a Haematopoietic Stem Cell Transplant

Comprising:

- ix. Where directed by the **Specialist Physician**, the costs of identifying, testing, locating, transporting and storing (for treatment) replacement/additional **Stem Cells**, including double cording, if the **Stem Cells** of an **Insured Person** are unavailable or unsuitable (as determined by the **Specialist Physician**) or there is insufficient quantity of the **Cord blood** of an **Insured Person** stored by the **Policyholder**.

C. Home Recovery Support

Including but not limited to reasonable expenses in respect of:

- x. One time cleaning costs of or modification to the **Insured Person's** usual or primary place of residence and furnishings, including the replacement or cleaning of any air conditioning or heating equipment filters to ensure an appropriate level of hygiene.
- xi. Post **HSCT** rehabilitation and associated travel costs incurred by or on behalf of the **Insured Person**.
- xii. Additional personal aids (such as clothing and wigs) and specialist equipment for the **Insured Person** in the best interests of the **Insured Person's** welfare and required as a direct result of the **Insured Event**.
- xiii. Tutoring for an **Insured Person** still in education at the time of an **Insured Event** but unable to attend school and providing the **Insured Person** is under 18 years of age at the time of the **Insured Event**.
- xiv. Additional home help or childcare costs at the **Insured Person's** usual or primary place of residence necessitated by the **Insured Person** suffering from an **Insured Event**.
- xv. Transportation costs of an **Insured Person's** body to his normal country of residence in the event of his death **Abroad** whilst travelling for the purpose of undertaking an **HSCT Abroad**.

The **Underwriters** will also provide payment of **Special Extension Additional Benefit** for:

Special Extension Additional Benefit D (where purchased) as stated in the Table of Benefits

- D. Benefit payable following first diagnosis of Cerebral Palsy within three years of the start of the Insurance Period shown in Item 5. of the Insured Person's Schedule of Benefits.**

The aggregate payment of **Core Benefits A, B, and C** shall not exceed the maximum **Core Benefit** stated in the **Schedule of Benefit** and this aggregate limit is applicable to each **Insured Person** for each **Annual Period**.

Payment of **Special Extension Additional Benefit (Benefit D)** (where purchased) in relation to each **Insured Person** shall not exceed, within three years of the start of the **Insurance Period** specified in Item 5. of the **Insured Person's Schedule of Benefits**, the **Benefit** stated in the **Schedule of Benefits**.

DEFINITIONS

“Abroad” means any country outside the **Insured Person’s** normal place of residence but shall not include the United States of America its territories and possessions, Canada or hostile territories or places of obvious danger to the Insured Person (such being decided at the sole discretion of the **Underwriters**).

“Additional Insurance” means private or other similar medical or health insurance but shall not include the U.K. National Health Service as partially funded by U.K. National Insurance contributions or similar public health service schemes in other countries.

“Annual Period” means the period of 12 months from the start of the **Insurance Period** shown in Item 5. of the **Schedule of Benefits** and, where applicable, any subsequent 12-month period thereafter up to the end of the **Insurance Period** shown in Item 5. of the **Schedule of Benefits**.

“Appropriate Procedure” means treatment for a **Medical Condition** through use of **HSCT** where there is clinical evidence, acceptable to **Underwriters**, that has established that **HSCT** improves health outcomes for the **Medical Condition**, and is as beneficial as any established alternative treatment.

“Benefit” – Core Benefit and/or **Special Extension Additional Benefit** as applicable, which comprise the costs, fees and expenses as described under the **BENEFITS** section of these Terms and Conditions of Cover.

“Benefit Categories” means the benefit categories, A, B, C and D listed in the **Table of Benefits**.

“Claim” means a request for payment of a **Core Benefit** or a **Special Extension Additional Benefit** by the **Insured Persons** and/or **Member**.

“Core Benefits” means the benefits listed as A, B and C in the **Table of Benefits**.

“Cord Blood” means residual placental blood collected from the umbilical cord of a newborn baby.

“Cord Blood Bank” means an organisation constituted with the express purpose of storing **Cord Blood**.

“Coverholder” means Miller Insurance Services LLP, 70 Mark Lane, London EC3R 7NQ, United Kingdom who have been authorized by the **Underwriters**, in accordance with the terms and conditions of Binding Authority Agreement No. B0621PFDO20314, to effect coverage on **Underwriters’** behalf as set out in the **Policy**

“Hospital” means a medical institution or facility in the country where the medical procedure is to be performed according to ethical standards acceptable in that country, approved by the **Underwriters**, which holds appropriate licenses and/or regulatory approvals and includes facilities providing care intermediate between that of an intensive care unit and a normally-staffed in-patient unit for patients who are stable enough to be discharged from the intensive care unit but are not yet ready to be cared for on a medical-surgical unit.

“HSCT” means a **Haematopoietic Stem Cell Transplant** which is a therapeutic transplant procedure where haematopoietic **Stem Cells** of any donor type and any source are transplanted into the **Insured Person’s** body with the intention of repopulating and replacing the haematopoietic system in total or in part for the purpose of treating the **Medical Condition**. **Stem Cells** can be derived from bone marrow, peripheral blood or cord blood.

“Insurance Period” means:

- i. in respect of cover for **Core Benefits**:
the period shown in Item 5. of each **Schedule of Benefits**.
- ii. in respect of cover for **Special Extension Additional Benefit**:
the three year period shown in Item 5. of each **Schedule of Benefits**.

“Insured Event” means:

- i. in respect of cover for **Core Benefits A B and C**:

an **Insured Person’s Medical Condition** requiring an **HSCT** using the samples of **Cord Blood** stored by the **Policyholder** on behalf of the **Insured Person**, or from any other source (providing such is extracted from human bone marrow, **Cord Blood** or other peripheral blood).

An **Insured Event** shall be deemed to have occurred on the date that:
 - a. Two **Specialist Physicians** determine the need for an **HSCT** according to acceptable medical criteria and declare that an **HSCT** is necessary in order to attempt to treat the **Insured Person’s Medical Condition**; and
 - b. **HSCT** is an **Appropriate Procedure**; and
 - c. **HSCT** is to be performed in a **Hospital**.
- ii. in respect of cover for **Special Extension Additional Benefit D**:
the date that a first diagnosis is given that the **Insured Person** is suffering from Cerebral Palsy.

“Insured Person(s)” is:

- i. the person who has umbilical **Cord Blood** or other related human tissue stored by the **Policyholder** on or after the date of commencement of the **Insurance Period**; and/or
 - ii. a sibling of an **Insured Person**; and/or
 - iii. a **Member**
- who must be listed as an **Insured Person** in Item 4. of the **Schedule of Benefits**.

“Life Improvement Benefit” means the reasonable and necessary costs and expenses incurred with the consent of **Underwriters** in the purchase of and/or modifications to necessary equipment, including but not limited to:- building modifications, vehicle modifications and/or replacement, wheelchairs or similar etc. or other costs and expenses that are considered by the **Underwriters** as providing a lasting life improvement benefit to the **Insured Person** or **Member** after diagnosis of Cerebral Palsy of the **Insured Person**.

“Medical Condition” means any medical conditions set out in Appendix I.

“Member” means the parent or legal guardian of the **Insured Person** who has arranged the storage of **Cord Blood** with the **Policyholder** and/or any person who is legally authorised to make a **Claim** or receive a payment in relation to **Benefit** on behalf of an **Insured Person** as stated on the applicable **Schedule of Benefits**.

“Parties” means the **Policyholder**, the **Coverholder** and the **Underwriters**.

“Policy” means the master policy issued on behalf of the **Underwriters** to the **Policyholder** for the benefit of the **Insured Person(s)** as declared, such including these Terms and Conditions of Cover.

“Policyholder” is an organisation constituted with the express purpose of storing **Cord Blood** and/or related human tissues.

“Premium(s)” means the amount agreed which must be paid to the **Underwriters** according to the terms and conditions of cover.

“Schedule of Benefits” means the document headed “Schedule of Benefits” provided to each **Insured Person** and/or **Member** detailing the identity of the **Member**, **Policyholder**, the applicable **Insurance Period**, **Insured Person(s)** and **Underwriters**.

“Special Extension Additional Benefit” means the special extension additional benefit D referred to in the **Table of Benefits** in the **Policy**.

“Specialist Physician” means a doctor or other suitably qualified medical professional certified by the authorized authorities in the territory where the medical procedure is to be carried out, operating as a specialist physician in the applicable specific medical sphere and who is recognized by the appropriate regulatory body or specialist medical college as such.

“Stem Cells” means cells that can both replicate and also differentiate into several types of cells.

“Table of Benefits” means the table in the **Policy** detailing the maximum benefits payable for a **Claim**.

“Underwriters” means Certain Underwriters at Lloyd’s, London, England subscribing to Binding Authority Agreement Number B0621PFDO20314 and held on file by the **Coverholder**.

“Underwriters Representatives” means the firm(s) named in Items 11. and 12. of each **Schedule of Benefit**.

CONDITIONS

1. An **Insured Person** shall not be entitled to a **Benefit** unless the **Policyholder** has provided written confirmation to the **Underwriters** that it holds **Cord Blood** samples of at least one of the **Insured Person(s)** on the **Insured’s Person’s Schedule of Benefits** and the **Policyholder** has provided the **Underwriters** with the name and/or unique identifiers of the **Insured Person** as shown in Item 4. of the **Schedule of Benefits**.
2. **Special Extension Additional Benefit D** may only be purchased in conjunction with the purchase of **Core Benefits A, B and C**.
3. **Special Extension Additional Benefit D** can only be purchased prior to the birth of the **Insured Person**.
4. Cover for each **Insured Person** shall commence on the first day of the **Insurance Period** date shown in Item 5. of the applicable **Schedule of Benefits**.
5. The **Insured Person** must make the **Claim** for **Special Extension Additional Benefit D** within three years from the start of the **Insurance Period** shown in Item 5. of the applicable **Schedule of Benefits**.
6. **Core Benefit** will not be payable unless:
 - (a) the **Insured Event** occurs during the applicable **Insurance Period** and
 - (b) the treatment in relation to **HSCT** is carried out during the applicable **Insurance Period**; and
 - (c) the **Claim** is made during the applicable **Insurance Period**.

In the event that renewal of this **Policy** is not offered by **Underwriters**, cover under the last **Annual Period** is extended to include **Claims** in relation to an **Insured Person** made up to 12 months from the expiry date shown in Item 5. of the applicable **Schedule of Benefits** in respect of treatment carried out after the end of the applicable **Insurance Period**, but only in respect of an **Insured Event** previously notified to **Underwriters** in accordance with Claim Condition 1.

7. A repeat **HSCT** for the same **Medical Condition** undertaken in the same **Annual Period** shall, for the purposes of the maximum **Benefit** available, be considered as and constitute part of the original first **Claim**. Repeat treatment undertaken in a subsequent **Annual Period** shall be considered a separate **Claim**.
8. A **Member** may upon notification to the **Policyholder** and acceptance by **Underwriters**:
 - (a) add additional **Insured Persons** subject to completing a satisfactory enrollment form and the payment of any additional **Premium** which may be due; or
 - (b) remove **Insured Persons** from cover which may result in the return of a portion of the **Premium** paid. In the event that an **Insured Person** is removed from cover:
 - i. for **Core Benefit**:
 - a. during the first **Annual Period** of cover, no return of **Premium** will be allowed. **Premiums** paid in advance in respect of a subsequent **Annual Period** will be returned; or
 - b. during any second or subsequent **Annual Period** of cover a refund shall be made only in respect of any **Annual Period** of cover for which **Premiums** have been paid in advance but which have yet to commence at the date of cancellation.
 - ii. for **Special Extension Additional Benefit D**, no return of **Premium** shall be made.
9. Cessation of Cover
Cover for each **Insured Person** shall cease:
 - i. in respect of cover for **Core Benefits**, at the end of the **Insurance Period** shown in Item 5. of their **Schedule of Benefit**;
 - ii. in respect of **Special Extension Additional Benefit D**, three years from the start of the **Insurance Period** shown in Item 5. of their **Schedule of Benefits**.
10. Cancellation
 - (a) The **cover** for an **Insured Person** may be cancelled by the **Underwriters** for non-payment of **Premium** if such has not been paid to the **Underwriters** within 30 days of such falling due for payment. Such cancellation may be effected with 30 days written notice to the **Member** and/or **Insured Person** by letter or email.
 - (b) The Policy may be cancelled by the **Underwriters** for non-payment of **Premium** if such has not been paid to the **Underwriters** within 30 days of such falling due for payment.
11. The duty of disclosure of each **Insured Person** and **Member**.
Relating to **Core Benefit A, B and C** only:
Cover is offered to an **Insured Person** on the basis of the written information and declarations (where applicable) provided to the **Policyholder** by the **Insured Persons** and/or **Member(s)**. An **Insured Person** and/or **Member** must take reasonable care not to make a misrepresentation to the **Underwriters**.
In the event that:
 - (a) An **Insured Person** or **Member** fails to take reasonable care not to make a misrepresentation to the **Underwriters**, the **Policyholder** shall immediately notify the **Underwriters** who shall be entitled to reject cover for that **Insured Person** with immediate effect by giving written notice to the **Policyholder** by letter and/or email. Further, the **Underwriters** shall be able to terminate cover for the **Insured Person** where the **Underwriters** are able to show that without the misrepresentation the **Underwriters** would not have issued cover for the **Insured Person**. The **Underwriters** via the **Policyholder** undertake to immediately notify the **Member** and/or **Insured Person** of such rejection of a **Claim** or termination of cover.
 - (b) the **Underwriters** cancel cover for an **Insured Person** in accordance with Condition 11.(a):

- i. during the first **Annual Period**, no return of **Premium** will be allowed. **Premiums** paid in advance in respect of subsequent **Annual Periods** will be returned; or
 - ii. during the second and subsequent **Annual Periods** a refund shall be made only in respect of any **Annual Periods** which have yet to commence at the date of cancellation.
- (c) Exclusion 9 applies the **Premium** shall be considered fully earned and no return premium shall be given.

Should an **Insured Event** have occurred prior to coverage being cancelled by virtue of Conditions 11(b) or (c), no **Benefit** will be payable.

Relating to **Special Extension Additional Benefit D** only:

This special extension to cover is offered on the basis of the written information and declarations (where applicable) provided to the **Policyholder** by the **Insured Persons** and/or **Member(s)**. An **Insured Person** and/or **Member** must take reasonable care not to make a misrepresentation to the **Underwriters**.

In the event that:

- (d) An **Insured Person** or **Member** fails to take reasonable care not to make a misrepresentation to the **Underwriters**, the **Policyholder** shall immediately notify the **Underwriters** who shall be entitled to reject cover for that **Insured Person** with immediate effect by giving written notice to the **Policyholder** by letter and/or email. Further, the **Underwriters** shall be able to terminate cover for the **Insured Person** where the **Underwriters** are able to show that without the misrepresentation the **Underwriters** would not have issued cover for the **Insured Person**. The **Underwriters** via the **Policyholder** undertake to immediately notify the **Member** and/or **Insured Person** of such rejection of a Claim or termination of cover.
- (e) the **Underwriters** cancel any cover in accordance with Condition 11.(d) during the **Insurance Period**, no return of **Premium** will be allowed;
- (f) Exclusion 9 applies the **Premium** shall be considered fully earned and no return **Premium** shall be given.

Should an **Insured Event** have occurred prior to coverage being cancelled by virtue of Conditions 11(e) or (f) no **Benefit** shall be payable.

- 12. Provision of documents to **Member / Insured Person**.
The **Policyholder** shall provide to the **Member** on behalf of an **Insured Person**, an evidence of insurance comprising the **Schedule of Benefits** and a copy of these Terms and Conditions of Cover of the **Policy** at the commencement of the applicable **Insurance Period**.
- 13. Provision of notices to the **Member/Insured Person**
The **Policyholder** shall act on behalf of all **Members** and/or **Insured Persons** with respect to any revision to the terms and conditions of cover, cancellation of cover and the payment of and/or return of **Premium**.
- 14. Notices
All notices and declarations in connection with the **Schedules of Benefits** or **Policy** shall be made in writing by letter and/or e-mail. The **Parties** agree that proof of sending by the **Parties** shall be deemed as receipt of written notice by the **Parties**.
- 15. Currency Clause
All limits, benefits, premium and other amounts are in the currency shown in Item 6. of the applicable **Schedule of Benefits**. Payments of **Benefit** by the **Underwriters** in currencies other than that shown in the applicable **Schedule of Benefits** shall be converted into that currency at the rates obtained when remitted by the **Underwriters**. Any expense incurred by the **Underwriters** in connection with the conversion of foreign currency shall be calculated, at the **Underwriter's** discretion, as part of the **Benefit** payable by it and shall not be paid in addition thereto.

16. **Governing Law**
The **Policy** is subject to the laws of England and Wales and the Parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.
17. **Other Insurance**
Cover for an Insured Person is only available to the extent that there is no **Additional Insurance** available to the **Insured Person** in respect of the **Benefit** being claimed. The **Underwriters** shall be liable only for those parts of any **Claim** which are in excess of the amounts due to the **Insured Person** from any **Additional Insurance** and there shall be no contribution by this **Policy** in the event that the **Additional Insurance** has "Other Insurance" provisions.
18. **Fraudulent Claims**
If a **Claim** is found in any respect to be false or fraudulent the **Underwriters** at their discretion can void all cover for the **Insured Person** the subject of and/or **Member** making the false or fraudulent **Claim**, retain **Premium** received, decline and/or seek full reimbursement of any **Claim**.
19. **Taxes and levies**
The **Policyholder** is responsible for the collection and payment of all applicable taxes, levies and stamp duty to the **Coverholder** applying to this **Policy** whether such taxes exist on the date that the **Policy** and when the **Schedules of Benefits** become effective, or if such are imposed at a later date.
20. **Policy amendment**
If **Underwriters** determine that the **Premium** to be charged to new **Insured Persons** must be varied in order to maintain the amount of benefits offered then appropriately revised levels of premium may be required to be offered to new **Insured Persons** only. In such circumstances any changes may only be made subject to 90 days prior written notice to the **Policyholder**.
21. **Several Liability**
The subscribing **Underwriters'** obligations under this contract of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing **Underwriters** are not responsible for the subscription of any co-subscribing **Underwriter** who for any reason does not satisfy all or part of its obligations.
22. **Rights of Third Parties**
The **Policy** is a contract between the **Policyholder** and **Underwriters**. A person who is not a party to the **Policy** shall have no right under the United Kingdom Contracts (Rights of Third Parties) Act 1999, or any equivalent legislation which may apply, to enforce this Policy or any part of it. This will not affect other legal rights or remedies (if any) which someone else (a third party) may have, that is rights which do not exist solely by virtue of that Act.

EXCLUSIONS

Cover will not be provided:

1. to an **Insured Person** over the age of 40 years old at the commencement of the **Insurance Period**. However, if cover was arranged before the **Insured Person's** 40th birthday it shall remain in force until its expiry, after which no renewal will be allowed for that **Insured Person**;

2. for treatment of an **Insured Person** that takes place after the applicable **Insurance Period** has ended, even if the course of treatment started during the **Insurance Period** or has been authorised by **Underwriters**. However, in the event that renewal of this **Policy** is not offered by **Underwriters**, this exclusion shall not apply and cover under the last **Annual Period** is extended to include **Claims** made up to 12 months from the end of the applicable **Insurance Period** shown in Item 5. of the Insured Persons **Schedule of Benefits** in respect of treatment carried out after the end of the **Insurance Period**, but only in respect of an **Insured Event** previously notified to **Underwriters** in accordance with Claim Condition 1.
3. if the **Insured Event** occurred:
 - (a) prior to the commencement date of the applicable **Insurance Period** (unless this **Policy** is a renewal of one previously provided by **Underwriters**); or
 - (b) after the end of the **Insurance Period** shown in Item 5. of the Insured Person's **Schedule of Benefits**;
4. if the **Insured Event** is a direct result of and/or arises from an **Insured Person's**:
 - (a) injury as a result of war (whether declared or not), terrorism, riot or other similar civil commotion or disturbance;
 - (b) active participation in an act of war, military service or action, police service or action, revolution, rebellion, disturbances or any illegal act;
 - (c) alcoholism or drunkenness;
 - (d) use of drugs or narcotic medications unless the **Underwriters** are in relation to an Insured Person informed thereof in writing prior to the commencement of the applicable **Insurance Period** and/or the use is made thereof in accordance with the instructions and under the supervision of a **Specialist Physician**;
 - (e) attempted suicide or deliberate self-injury, whether the **Insured Person** was sane or not, or deliberate self-endangerment unless connected with an attempt to save other human lives;
5. if the **Insured Event** is a direct result of and/or arises from an **Insured Person** contracting or being found to have contracted AIDS or being diagnosed or being found to be HIV positive;
6. if the **Insured Event** is a direct result of and/or arises from any exposure whatsoever to nuclear radiation, radioactive contamination, nuclear processes, nuclear substance or any nuclear waste whatsoever except where as part of medical treatment;
7. if the **Insured Event** is a direct result of and/or arising from medical treatment which is expressly treatment for clinical trial or research purposes only, including cosmetic and/or aesthetic treatments and which is not deemed to be an **Insured Event** in accordance with the criteria within that definition;
8. if the **Insured Event** arises from the use of cell based therapies derived from embryonic **Stem Cells**;
9. if a **Claim** is in any respect found to be false or fraudulent;
10. to the extent that any **Claim** involves an **Insured Event** arising from a diagnosed pre-existing **Medical Condition**;
11. to the extent that the provision of cover, payment of a **Claim** or provision of **Benefit** would expose the **Underwriters** 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;
12. if, at the point of **Claim**, **Underwriters** are made aware of material information that should reasonably have been disclosed to them and which in such a case would have affected their decision to accept the **Member** and/or **Insured Person**;

13. to any **Insured Person**:
- (a) for treatment in the United States of America its territories and possessions or Canada; or
 - (b) subject to the provisions of the US Affordable Care Act
- however this exclusion shall not apply to any benefit payments made by **Underwriters** in respect of **Special Extension Additional Benefit D**.

CLAIM CONDITIONS

1. As soon as practicable within the applicable **Insurance Period**, the **Insured Person** and/or the **Member** and/or the **Policyholder** shall, where practicable, give written notice to the **Underwriters Representatives** of a **Claim** and/or an **Insured Event**. Notice to **Underwriters Representatives** shall be deemed as **notice to Underwriters**. Such notice need not be in writing at the discretion of **Underwriters Representative**.
2. A **Claim** will be covered only to the extent of the **Benefit** in force at the time of such notification in accordance with CLAIM CONDITIONS 1.
3. A Claim for **Special Extension Additional Benefit D** must be made as soon as possible to **Underwriters Representatives** but in any event within three years from the start of the applicable **Insurance Period** shown in Item 5. of the applicable **Schedule of Benefit**.
4. The **Insured Person** or the **Member** shall provide the **Underwriters** and/or **Underwriters Representatives**:
 - (a) with all the details relating to the **Claim** and **Insured Event**, as well as any medical and other relevant documents which may be required by the **Underwriters** in order to clarify their liability to pay benefits.
 - (b) with a letter waiving medical confidentiality - such letter permitting all of the **Insured Person's** doctors and/or any other applicable entity or institution to provide such medical information in their possession as the **Underwriters** may reasonably request, providing such is relevant to an **Insured Event**.
 - (c) with their full co-operation and such information, signed statements or other assistance as the **Underwriters** may require.
 - (d) details of any **Additional Insurance(s)** together with authority for that insurer to release confidential information only providing such is relevant to an **Insured Event**.
5. If requested to do so by the **Underwriters** or **Underwriters Representatives**, the **Insured Person** shall make himself available for medical and/or functional examination by doctors and/or nurses and/or social workers on behalf of the **Underwriters** at the **Underwriters'** expense.
6. It is a condition precedent to any payment of **Benefit** that:
 - (a) the **Insured Person** or **Member** must obtain the **Underwriters** and/or **Underwriters Representatives** written authorisation to conduct tests and/or perform an **HSCT** and/or any other procedures and/or incur medical expenses and/or hospitalization expenses and/or general or other expenses for which cover may be available in advance of any treatment or procedures being commenced;
 - (b) where reimbursement is sought for any payments made by or on behalf of the **Insured Person**, the **Insured Person** and/or **Member** will provide the **Underwriters** with the original invoices and receipts, or certified copies where originals are not available.
7. Upon written confirmation of the validity of any **Claim**, the **Underwriters** shall be entitled, at their discretion, to remit payment directly to the **Hospital, Specialist Physician** or other parties or instead to the **Insured Person or Member**. Where payment for **Benefit** is to be made to the **Insured Person** and the person is a minor or has no legal capacity, the payment shall be made to the **Member**. Upon their making such payments to the **Insured Person or Member**, **Underwriters** liability, if any, for payment of the medical expenses to any **Hospital** or **Specialist Physician** or party shall immediately cease.

8. In the event that the **Insured Person** dies after their **Claim** is confirmed as valid by the **Underwriters**, and prior to the **Underwriters** paying the **Benefit** to the appropriate persons or other parties, any **Benefit** that would have been payable to the **Insured Person** shall be paid to the **Insured Person's** estate via their appointed legal representative only.
9. Once the **Underwriters** have paid any **Benefit**, any right to payment, damages or compensation or indemnification which stood and/or stands to the benefit of the **Insured Person**, or the **Member** where applicable, from any third party, shall be transferred and assigned to the **Underwriters**, up to the sum of the **Benefit** paid. The **Insured Person** or **Member** shall co-operate with the **Underwriters** and render assistance to secure such transfer and assignment of rights and shall do nothing to prejudice same. Any recoveries by the **Underwriters** shall be credited against amounts payable to or on behalf of the **Insured Person** or **Member**. This condition shall not apply in the event that the **Benefit** paid by the **Underwriters** does not amount to the full indemnification of the **Insured Person's** incurred medical expenses in regard to an **Insured Event**.

DISCLAIMER OF LIABILITY

The Insured Person and/or Member expressly agrees that by purchasing the cover:-

- i) Underwriters, Underwriters Representatives and the Coverholder are neither directly nor indirectly liable or responsible whatsoever relating to the quality of services connected to HSCT and/or the preservation and/or extraction of the Stem Cells from the Cord Blood and/or for the location of and/or failure to locate Stem Cells and/or the quality of the medical and/or other services which are provided to the Insured Person as a result of an Insured Event.

Further, the Insured Person and/or Member expressly agrees that by purchasing cover:-

- ii) the Underwriters, Underwriters Representatives, Policyholder and the Coverholder are neither directly or indirectly liable or responsible whatsoever for any damages, injuries or death caused to the Insured Person and/or Member and/or any other person arising from the diagnosis, assessment, provision of HSCT and/or any medical treatment and/or actual or alleged failure of such HSCT and/or any medical treatment provided by any Specialist Physician and/or any Hospital and/or any of their employees or any other parties arising from any negligent or willful acts, errors or omissions of any of those persons and/or any medical facilities and/or any other persons or entities directly or indirectly involved with an Insured Event.

APPENDIX I

MEDICAL CONDITIONS

Acute Leukaemias

- 1.1 Acute Lymphoblastic Leukaemia (ALL)
- 1.2 Acute Myelogenous Leukaemia (AML)
- 1.3 Acute Biphenotypic Leukaemia
- 1.4 Acute Undifferentiated Leukaemia

Chronic Leukaemias

- 2.1 Chronic Myelogenous Leukaemia (CML)
- 2.2 Chronic Lymphocytic Leukaemia (CLL)
- 2.3 Juvenile Chronic Myelogenous Leukaemia (JCML)
- 2.4 Juvenile Myelomonocytic Leukaemia (JMML)

Myelodysplastic Syndromes

- 3.1 Myelodysplastic Syndrome (MDS)
- 3.2 Refractory Anaemia (RA)
- 3.3 Refractory Anaemia with Ringed Sideroblasts (RARS)
- 3.4 Refractory Anaemia with Excess Blasts (RAEB)
- 3.5 Refractory Anaemia with Excess Blasts in Transformation (RAEB-T)
- 3.6 Chronic Myelomonocytic Leukaemia (CMML)

Haematopoietic Cell Disorders

- 4.1 Aplastic Anaemia (Severe)
- 4.2 Congenital Dyserythropoietic Anaemia
- 4.3 Fanconi Anaemia
- 4.4 Paroxysmal Nocturnal Haemoglobinuria (PNH)
- 4.5 Pure Red Cell Aplasia
- 4.6 Acute Myelofibrosis
- 4.7 Agnogenic Myeloid Metaplasia (Myelofibrosis)

Lymphoproliferative Disorders

- 5.1 Non-Hodgkin's Lymphoma
- 5.2 Hodgkin's Diseases

Phagocyte Disorders

- 6.1 Chediak-Higashi Syndrome
- 6.2 Chronic Granulomatous Disease

Inherited Metabolic Disorders

- 7.1 Aspartylglucosaminuria
- 7.2 Adrenoleukodystrophy
- 7.3 Alpha-mannosidosis
- 7.4 Congenital Erythropoietic Porphyria
- 7.5 Fucosidosis
- 7.6 Gangliosidosis
- 7.7 Gaucher's Disease
- 7.8 Hunter Syndrome
- 7.9 Hurler Syndrome
- 7.10 Hurler-Scheie Syndrome
- 7.11 I-cell Disease
- 7.12 Infantile Ceroid Lipofuscinosis
- 7.13 Krabbe Disease
- 7.14 Lesch-Nyhan Syndrome
- 7.15 Metachromatic Leukodystrophy
- 7.16 Maroteaux-Lamy Syndrome
- 7.17 Morquio Syndrome
- 7.18 Mucopolysaccharidosis
- 7.19 Niemann-Pick Disease
- 7.20 Sandhoff Disease
- 7.21 Sanfilippo Disease
- 7.22 Sialidosis
- 7.23 Tay Sachs Disease
- 7.24 Wolman Disease

Histiocytic Disorders

- 8.1 Familial Erythrophagocytic Lymphohistiocytosis

8.2 Histiocytosis-X

8.3 Haemophagocytosis

Inherited Immune System Disorders

9.1 Ataxia-Telangiectasia

9.2 Kostmann Syndrome

9.3 Myelokathexis

9.4 Leukocyte Adhesion Deficiency

9.5 DiGeorge Syndrome

9.6 Bare Lymphocyte Syndrome

9.7 Omenn Syndrome

9.8 Severe Combined Immunodeficiency (SCID)

9.9 SCID with Adenosine Deaminase Deficiency

9.10 SCID with absence of T & B Cells

9.11 SCID with absence of T Cells, Normal B Cell

9.12 Common Variable Immunodeficiency

9.13 Wiskott-Aldrich Syndrome

Inherited Platelet Abnormalities

10.1 Amegakaryocytosis / Congenital Thrombocytopenia

Plasma Cell Disorders

11.1 Multiple Myeloma

11.2 Plasma Cell Leukaemia

11.3 Waldenstrom's Macroglobulinemia

Other Malignancies

12.1 Ewing Sarcoma

12.2 Neuroblastoma

12.3 Testicular Cancer

Inherited Haemoglobinopathies

13.1 Thalassaemia

13.2 Sickle cell disease