

## REINSURANCE SLIP

*Critical Illness Cover+*

**CritiCareSecure**

### A- BASIC INFO

Basic Cover:	Invasive Malignant Cancers and other Critical Illnesses as defined in the Illness definitions section
Take up Basis:	Voluntary
Supplementary Benefits:	No supplementary benefits
Purpose:	To provide financial aid for customers being diagnosed for the first time with a covered critical illness
Underlying Benefit:	Lump Sum Payments at the time of diagnosis subject to meeting specific illness definition

### B- MAIN FEATURES & ELIGIBILITIES

Insured eligibility:	Individuals residing in Jordan
Age Limits:	Entry age = 18 to 60 years Expiry age = 65 years
Sum Insured Basis:	Up to maximum of JOD 30,000
Policy Term:	1 year up to a maximum of 5 years
Mode of Payment:	1- Annual 2- Monthly: [Annual x 1.04 /12]
Premium Pricing:	Depends on: <ul style="list-style-type: none"><li>• Age at inception</li><li>• Selected Sum insured</li><li>• Policy Term</li><li>• Gender (male or female)</li></ul> <i>Premiums are fixed throughout the term of the issued policy</i>
Territorial Scope:	Worldwide – 24/7 <u>Benefits cannot be paid in countries under international sanction</u>

**Illnesses Covered: (subject to applicable definitions)**

<b>CanCare</b>	<b>CritiCareSecure</b>		
<b>Plan I – 1 Illness</b>	<b>Plan II – 2 Illnesses</b>	<b>PLAN III – 5 Illnesses</b>	<b>PLAN IV – 10 Illnesses</b>
Cancer	Cancer	Cancer	Cancer
	Heart Attack	Heart Attack	Heart Attack
		Coronary Artery By-pass	Coronary Artery By-pass Graft
		Stroke	Stroke
		Kidney Failure	Kidney Failure
			Major Organ Transplant
			End Stage Liver Failure
			Multiple Sclerosis
			Heart Valve Replacement
			Paralysis of Limbs

Reinsurance Basis:	Cover: Risk Attaching Basis Premium: Original Rates
Insurance Basis:	Premium: Annual/Monthly level premiums paid in advance Cover: Automatic renewal subject to premium payment
Policy Age/Term Limits:	Min. Entry Age: 18 years Max. Entry Age: 60 years Max. Age at Expiry: 65 years
Cedent Retention:	Min. 10% of 100% risk (to be discussed)
Reinsurance Share:	up to 90% of 100% risk
Cancellation Refunds:	No Refunds applicable on this product
Other Terms and Conditions:	Follows Original Policy Wording

## C- UNDERWRITING MEASURES

### C.1 ILLNESSES DEFINITION

The definition of every Illness contributes a lot to the final price.

- 1- All illnesses must be reaching an advanced stage and meeting particular criteria.
- 2- For cancer it must be invasive and reaching an advanced/uncontrollable stage
- 3- Overlaps of Illnesses and recurrent illnesses are not covered
- 4- Pre-existing Illnesses are excluded
- 5- Waiting period applies before cover is In-force
- 6- Survival period applies after diagnosis
- 7- All illnesses must fall under "First Time" diagnosis

## **Cancer** - excluding less advanced cases

**Any malignant tumor positively diagnosed with histological confirmation of at least stage II cancer and characterized by the uncontrolled growth of malignant and invasion of tissue or STAGE II cancer. The term malignant tumor includes Leukemia, Lymphoma and Sarcoma.**

For the above definition, all cancers which are histologically classified as any of the following are not covered:

- Pre-malignant for example essential Thrombocytheamia and polycythemia rubra Vera
- Non-invasive; cancer in situ
- Having either borderline malignancy or having low malignant potential
- Prostate cancers histologically described as TNM Classification T1a or T1b or Prostate cancers of another equivalent or lesser classification, T1N0M0 Papillary micro-carcinoma of the Thyroid less than 1 cm in diameter, Papillary micro-carcinoma of the Bladder, and Chronic Lymphocytic Leukaemia less than RAI Stage 3
- Any skin cancer other than malignant melanoma that has been histologically classified as having caused invasion beyond the epidermis (outer layer of skin)
- Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN -2 and CIN-3
- All Gastro-Intestinal Stromal Tumours histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs
- Any Leukemia which has not caused anemia
- All tumors in the presence of HIV infection

## **Heart Attack** – of specified severity

Death of heart muscles, due to inadequate blood supply that has resulted in all of the following evidence of acute myocardial infarction:

- Typical clinical symptoms (for example, characteristic, chest pain)
- New characteristic electrocardiographic changes.
- The characteristic rise of cardiac enzymes or troponins recorded at the following levels or higher:
  - Troponin T > 1.0 ng/ml
  - AccuTnl > 0.5 ng/ml or equivalent threshold with other Troponins | methods

The evidence must show a definite acute myocardial infarction.

For the above definition the following are not covered:

- Other acute coronary syndromes including but not limited to angina.

## **Stroke** - resulting in permanent symptom

Death of brain tissue due to inadequate blood supply or haemorrhage within the skull resulting in permanent neurological deficit with persisting clinical symptoms. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolization from an extracranial source. Diagnosis has to be confirmed by a specialist medical practitioner and evidenced by typical clinical

symptoms as well as typical findings in CT scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 months has to be produced.

For the above definition, the following are not covered:

- Transient ischemic attack.
- Traumatic injury to brain tissue or blood vessels.

### **Major Organ Transplant**

The actual undergoing of a transplant of:

- One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or
- Human bone marrow using haematopoietic stem cells. The undergoing of a transplant must be confirmed by a specialist medical practitioner.

The following are excluded:

- Other stem-cell transplants
- Where only islets of Langerhans are transplanted

### **Kidney Failure**

End stage renal disease presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (hemodialysis or peritoneal dialysis) is instituted, or renal transplantation is carried out. Diagnosis must be confirmed by a specialist medical practitioner.

### **Multiple Sclerosis - with persisting symptoms**

A definite diagnosis of multiple sclerosis by a consultant neurologist. There must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months.

### **Chronic End Stage Liver Failure**

Chronic end stage liver failure which is permanent and irreversible and characterized by permanent jaundice, oesophageal varices, ascites and hepatic encephalopathy. All of the mentioned criteria must be persistently present and the diagnosis of chronic end stage liver failure must have been confirmed by a registered medical consultant expert in gastroenterology or internal medicine.

Chronic end stage liver failure secondary to alcohol or drug misuse is not covered.

### **Coronary Artery by-pass grafts – with surgery to divide the breastbone**

The undergoing of surgery requiring median sternotomy (surgery to divide the breastbone) on the advice of a Consultant Cardiologist to correct narrowing or blockage of one or more coronary arteries with bypass grafts. Angioplasty and all other intra-arterial, catheter-based techniques, 'keyhole' or laser procedures are excluded.

### **Paralysis of Limbs – permanent and irreversible**

The physical separation of two or more limbs, at or above the wrist or ankle level limbs as a result of injury or disease. This will include medically necessary amputation necessitated by injury or disease. The separation has to be permanent without any chance of surgical correction. Loss of Limbs resulting directly or indirectly from self-inflicted injury, alcohol or drug abuse is excluded

### Heart Valve Replacement

The actual undergoing of open-heart valve surgery is to replace or repair one or more heart valves, as a consequence of defects in, abnormalities of, or disease-affected cardiac valve(s). The diagnosis of the valve abnormality must be supported by an echocardiography and the realization of surgery has to be confirmed by a specialist medical practitioner. Catheter based techniques including but not limited to, balloon valvotomy/valvuloplasty are excluded.

### C.2 Critical Illness Exclusion

No critical illness benefit shall be payable in any circumstances if the critical illness is caused directly or indirectly due to the following:

- Pre-existing conditions
- Alcohol or drug abuse
- Inappropriate use of alcohol or drugs, including but not limited to the following:
  - Consuming too much alcohol
  - Taking an overdose of drugs, whether lawfully prescribed or otherwise.
  - Taking controlled drugs otherwise than in accordance with a lawful prescription.
- Criminal acts
- Taking part in a criminal act.
- Flying taking part in a flying activity, other than as passenger in a commercially licensed aircraft.
- Hazardous sports and pastimes
- Taking part in (or practicing for) boxing, caving, climbing, horse racing, jet skiing, martial arts, mountaineering, off-piste skiing, pot-holing, power-boat racing, under-water diving, yacht racing or any race, trial or timed motor sport.
- HIV/AIDS
- Infection with human immunodeficiency virus (HIV) or conditions due to any acquired immune deficiency syndrome (AIDS).
- Living abroad
- Living outside of the country for more than 13 consecutive weeks in any 12 months.
- Self-inflicted injury
- Intentional self-inflicted injury.
- Unreasonable failure to follow medical advice.
- Unreasonable failure to seek or follow medical advice.
- War and civil commotion
- War, invasion, hostilities, (whether war is declared or not), civil war, rebellion, revolution or taking part in a riot or civil commotion.

### C.3 MEDICAL UNDERWRITING

Waiting Period: 90 days as of policy inception date

Survival Period: 30 days as from claim notification date

Medical Evidence:

- **CanCare Plan:**      **Proposal Form (attached below)**
- **CritiCareSecure:**      **Proposal Form (attached below)**

Acceptance Basis:

Possible outcomes of Medical Evidence:

- i-      Accept at Standard Rates
- ii-      Accept<sup>+</sup> = Accept at Sub-Standard Rates. Extra mortality can go from as low as 25% and up to max. 300%
- iii-      Refer &/or Rejected based on disclosure  
Initially cover should follow automatic loadings &/or outright "Declinature" following a "YES" answer

#### **D- PREMIUM RATES**

Table of net Original Premium rates per age and gender (Will be provided at a later phase)

#### **E- ARBITRATION**

- 1.1. Where any Dispute arising out of or in connection with his Agreement interpretation, formation, performance, existence, validity, nullification, invalidation, or termination (including non-contractual disputes or claims) (Disputes) shall be settled, in the first instance, if possible, by amicable negotiations within ninety days, before resorting to arbitration in the manner set out below.
- 1.2. In the event that the Parties fail to resolve matters as mentioned above, all Disputes shall be referred to and resolved by arbitration.
- 1.3. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, and whether arising during or after the period of the agreement, shall be referred to and finally resolved by arbitration administered by the London Court of International Arbitration (LCIA), as amended from time to time and by the rest of this article.
- 1.4. The Arbitration Tribunal shall consist of three arbitrators. One arbitrator will be appointed by each of the parties. The two arbitrators so appointed will choose the third arbitrator who will act as the Chairman of the Tribunal.
- 1.5. The Arbitration Tribunal shall unless the parties agree otherwise consist of persons (including those who have retired)

with not less than ten years of experience of international insurance or reinsurance business as persons engaged in such business or advising such business in a professional capacity.

- 1.6. The seat of arbitration shall be DIFC, DUBAI, UNITED ARAB EMIRATES.
- 1.7. The Arbitration Tribunal shall not be bound by the rules of civil procedure. Their decision shall be made by majority vote, only, within four months from the appointment of the third arbitrator.
- 1.8. The language to be used in the arbitral proceedings shall be English and all arbitral awards shall be in English.
- 1.9. The arbitrator's decision shall be rendered in writing and shall state the basis thereof.
- 1.10. The arbitrator shall be entitled to award costs and the arbitration award shall state the allocation between the Parties and the costs of the arbitrator.
- 1.11. The decision and the award of the Arbitration Tribunal will be final and conclusive and binding on the parties who are not authorized to appeal or to seek the revision or to apply to a court of law or any other forum for relief from the decision of the Arbitration Tribunal.
- 1.12. The parties agree to keep any dispute, testimony, documents produced and any outcome of the arbitration confidential. During the period of negotiation or arbitration, both Parties shall perform the duties and obligations stipulated in this Agreement until such time as the Disputes are finally resolved by settlement or arbitral award

#### **F- REINSURANCE ACCOUNTS**

- i. The Ceding Office will provide quarterly accounts bordereaux containing all insured lives which have been confirmed during the period covered. Information to be provided with these accounts is in the form set out in the attachments.
- ii. The quarterly bordereaux are to be submitted by the Ceding Office to Mena Re Life within 30 days of the end of each of the quarter months as from the inception of this agreement.
- iii. All balances due to the Reinsurer must be settled by the Ceding Office, simultaneously with the submission of the account.
- iv. All balances due to the Ceding Office must be settled by Mena Re Life within 15 days of receipt of the account

- v. Offered rates excludes any allowance for value added tax and/or withholding tax. Any allocation for these taxes shall be added over and above the reinsurance rates quoted
- vi. Premium Payment Warranty of 120 days (PPW). Any breach to this PPW condition renders the policy void ab-initio and the reinsurer shall not be liable to pay any resulting claims thereafter

#### **G- CURRENCY CLAUSE AND LIABILITY**

- i. Currency: as per Product Currency
- ii. Currency Fluctuation Clause:  
Settlements, premium payments and loss payments in currencies other than USD shall be converted at the official rate of exchange by the Central Bank of the cedent country ruling on date of the 15th day following the respective quarter's end
- iii. The liability of the Reinsurer shall begin and end simultaneously with that of the Cedent

#### **H- FILING A CLAIM**

You may file a claim for a Critical illness insurance benefit if the insured person has a Covered critical illness as defined earlier in this policy, while this policy is in effect.

A claim must be sent to Mena Re Life while this policy is in effect and within 180 days of the date the insured person has a Covered critical illness. If a claim is made outside of this time period we will not assess the claim and will not make any payment.

Physicians may charge a fee to complete certain forms. The person making the claim is responsible for any fees for this information.

The person making a claim for a Critical illness insurance benefit must give us any information we need to assess the claim, including:

- i. proof that they have the right to receive the benefit
- ii. proof that the insured person had a Covered critical illness while this policy was in effect
- iii. a written diagnosis which describes the conditions and the cause of the illness, and
- iv. the complete medical records of the insured person.

The written diagnosis must:

- i. include appropriate information to assess the illness, and
- ii. be prepared and signed by a specialist licensed and practicing in the country at risk or by another physician acceptable to us.



Mena Re Life may require the insured person to be examined by any health care practitioners that we appoint. These may be licensed physicians, physiotherapists, occupational therapists, psychiatrists, psychologists, neurologists or others. We pay for the cost of these examinations if at all necessary.

The physicians, specialists or health care practitioners who sign the diagnosis or provide information to us, may not be the owner, any person insured under this policy, anyone entitled to make a claim under this policy, or any relative or business associate of these people.

Before we make a payment, the age of the insured person must be verified. If the age given on the application is incorrect, we'll adjust the amount we pay to reflect the insured person's correct age

#### **I- CLAIMS COOPERATION CLAUSE – LMA 5072**



Notwithstanding anything contained in the Reinsurance Agreement and/or the Policy wording to the contrary, it is a condition precedent to any liability under this product that:

- a) The Reinsured shall, upon knowledge of any circumstances which may give rise to a claim against them, advise the Reinsurers immediately by e-mail or in writing and in any event within 180 days.
- b) The Reinsured shall co-operate with the Reinsurers (and/or their Appointed Representatives) subscribing to this Policy in the investigation and assessment of any loss and/or circumstances giving rise to a loss.
- c) No settlement and/or compromise shall be made, and no liability admitted without the prior written approval of the Reinsurers.

#### **J- INTERMEDIARY CLAUSE**

*Not Applicable*

#### **K- ATTACHMENTS**

CANCARE PF	CRITICARE PF
 CanCare PF.xlsx	 CritiCare PF.xlsx