
CarePlus Hospital Cash Insurance

The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

How this Insurance Operates

Your CarePlus Hospital Cash policy is a contract between You and the Company. The proposal (application) form, declaration and any information given are the basis of this contract.

In consideration of You paying to the Company the required premium, the Company agrees to pay the Insured Person benefits in the manner and to the extent described in the Policy and in the Schedule, if the Insured Person is Confined in a Hospital during the Period of Insurance, or any subsequent period for which the Policy is renewed and the appropriate premium paid, for Treatment of Sickness or Bodily Injury.

Summary of Benefits

1. Daily Cash Benefit

The Company will pay You the Daily Cash Benefit as specified in the Schedule for each full day the Insured Person is Confined in a Hospital during the Period of Insurance for the Treatment of the Sickness or Bodily Injury on the recommendation of a Registered Medical Practitioner.

The maximum period the Company will pay for any one Disability is 750 days anywhere in the world except in Mainland China where the maximum period is 30 days.

2. Double Cash Benefit

The Daily Cash Benefit will be doubled for a maximum period of 30 days (or 15 days in Mainland China) per Disability in case the Insured Person is :-

- 1) Confined in the Intensive Care Unit of the Hospital;
- 2) Confined for Major Organ Transplant;
- 3) Confined a Major Burn;
- 4) Confined for Infectious Disease

3. Transportation / Hospital Parking Allowance

The Company will pay You a one-time allowance per hospital admission in Hong Kong, as specified in the Schedule, to cover transportation or hospital parking fees incurred on the day of admission or discharge.

4. Companion Bed Allowance

The Company will pay You the cost of a companion bed charged by the Hospital in Hong Kong, up to the daily limit and maximum number of days specified in the Schedule, for the purpose of accompanying the Insured Person during their confinement

5. Emergency Outpatient Benefits for Bodily Injury

The Company will pay You the Emergency Outpatient Benefit, up to the annual and per accident limits specified in the Schedule, for emergency Treatment received at the outpatient department or accident and emergency department of a Hospital in Hong Kong due to Bodily Injury. The Treatment must be received within 48 hours of the occurrence of the Bodily Injury during the Period of Insurance, provided that all such fees or charges must be necessarily and reasonably incurred and supported by receipts.

6. Overseas Accident Benefits

The Company will pay You hospital and surgical expenses, up to the annual limit specified in the Schedule, if the Insured Person requires Hospital Confinement or Day Case Surgery outside Hong Kong, Mainland China, or Macau due to Bodily Injury. Such expenses must be necessarily and reasonably incurred, directly related to the Bodily Injury.

Satisfactory Proof of Claim must be submitted in all cases, and the Company may appoint independent administrators to settle claims on its behalf.

No benefit shall be payable until the total payment amount has been determined and agreed by the Company, unless otherwise expressly agreed by the Company.

IMPORTANT - Please read this Policy carefully upon receipt and promptly request for any necessary amendments.

No Claim Refund (if applicable)

In the event that no Disability occurs during thirty-six (36) consecutive months of the Period of Insurance which gives rise to or may give rise to a claim under this Policy, and there is no breach of policy terms and conditions, You shall be eligible for a refund equivalent to 30% of the aggregate premium paid to the Company over the thirty-six (36) consecutive months of the Period of Insurance. This refund shall be paid to You within 120 days from the expiry date of the Period of Insurance.

No refund shall be made if the Policy is:

- 1) cancelled by You at any time during the Period of Insurance; or
- 2) terminated in accordance with General Condition 7 of the Policy.

Definition of Words

Certain words have been defined below. These have the same meaning wherever they are used in the Policy or the Schedule.

Bodily Injury

Bodily injury suffered anywhere in the world caused solely and directly from accidental external violent and visible means, as evidenced by visible bruise or wound on the body, and which are independently of any other cause and not by Sickness, disease or gradual physical or mental wear and tear.

the Company

MSIG Insurance (Hong Kong) Limited.

Confined / Confining / Confinement

Means the admission of an Insured Person to a Hospital for a continuous period of not less than six (6) hours, as a result of a Medically Necessary condition, and upon the recommendation of a Registered Medical Practitioner for Treatment. Hospital Confinement must be evidenced by an official admission record and room charge invoiced by the Hospital. This definition excludes any stay solely in an observation room, day-case unit, or any similar outpatient facility.

Dependant

The spouse of the Insured Person and/or unmarried children who are dependent upon the Insured Person for support provided always that such children are aged not less than 15 days and not more than 18 years at the date of enrolment (extended to 25 years old if in full time education).

Disability

Bodily Injury or Sickness including all disabilities or complications arising from the same cause. Consecutive Confinements arising from the same cause will be considered as one Disability unless they are separated by at least 90 days, during which the Insured Person must have fully recovered from the Disability.

Due Date

The date of commencement or renewal of cover as shown on the Schedule or the date on which any subsequent payment of premium falls due.

Hospital

An institution which is legally licensed as a medical or surgical hospital in the country in which it is located to provide services primarily for reception, care and Treatment of injured or sick persons as inpatient under the constant supervision of a Registered Medical Practitioner. These exclude nursing, rest homes or convalescent homes, institutions for Treatment of substance abuse, mental institutions or geriatric wards and places for drug addicts or alcoholics or for any similar purpose.

Infectious Disease

Any of the infectious diseases listed below :

- | | |
|--------------------------------------------------------------|-------------------------|
| 1) Severe Acute Respiratory Syndrome (SARS) | 10) Tetanus |
| 2) Dengue Fever | 11) Anthrax |
| 3) Japanese Encephalitis | 12) Leprosy |
| 4) Variant Creutzfeldt-Jakob Disease (Human Mad Cow Disease) | 13) Rabies (Human) |
| 5) Legionnaires' Disease | 14) Diphtheria |
| 6) Amoebic Dysentery | 15) Acute Poliomyelitis |
| 7) Cholera | 16) Yellow Fever |
| 8) Malaria | 17) Plague |
| 9) Measles | 18) Scarlet Fever |
| | 19) H5N1 Avian Flu |
| | 20) COVID-19 |

Insured Person

An individual or covered person(s) named in the Schedule, for whom this insurance has been arranged and confirmed in writing by the Company.

Intensive Care Unit

An accommodation or part of a Hospital, other than a post-operative recovery room, which in addition to providing room and board:

- 1) is established by the Hospital for a formal intensive care programme; and
- 2) is exclusively reserved for critically ill patients requiring constant audio-visual observation prescribed by a Registered Medical Practitioner and performed by a Registered Medical Practitioner or by a specially trained registered graduate nurse; and
- 3) provides all necessary life-saving equipment, drug and supplies in the immediate vicinity on a stand-by basis.

Major Burn

Third degree burn covering at least 20% of the surface body area of the Insured Person.

Major Organ Transplant

The actual undergoing, as a recipient, of a transplant of heart, liver, lung, pancreas, kidney or bone marrow.

Medically Necessary

means the necessity to have a Treatment, medical service or medication which is:

- (a) consistent with the diagnosis and customary medical Treatment for the condition at a Reasonable and Customary charge;
- (b) in accordance with standards of good and prudent medical practice;
- (c) necessary for such a diagnosis or Treatment;
- (d) not furnished primarily for the convenience of the Insured Person, Registered Medical Practitioner, Registered Chinese Medicine Practitioner, Registered Chiropractor, Registered Physiotherapist, Registered Hygienist, Qualified Nurse, Anaesthetist, Registered Dentist or any other medical service providers;
- (e) furnished at the most appropriate level which can be safely and effectively provided to the Insured Person; and
- (f) with respect to Hospital Confinement, not furnished solely for the purpose of Routine Medical Check-up, diagnostic imaging or physiotherapy.

For the purposes of interpreting "standards of good and prudent medical practice", the Company shall consider the followings:

- (a) standards that are based on clinically proven evidence in appropriately reviewed, independent medical journals;
- (b) relevant specialty body recommendations; and/or
- (c) the views of specialists practising in the relevant clinical area.

Period of Insurance

The period specified in the Schedule and any subsequent period for which the Company have agreed to accept and You have paid or agreed to pay the appropriate premium.

the Policy

CarePlus Hospital Cash Insurance.

Pre-existing Conditions

Any injury, Sickness, condition or symptom:

- 1) for which Treatment, or medication, or advice, or diagnosis has been sought or received or was foreseeable prior to the commencement of the Policy for the Insured Person concerned, or
- 2) which originated or was known to exist by the Insured Person (or anyone insured under the Policy) prior to the commencement of the Policy whether or not Treatment or medication or advice or diagnosis was sought or received.

If the benefit amount or coverage is increased after the inception date of the Policy, a "Pre-existing Condition" shall mean any injury, Sickness, condition or symptom for which the Insured Person has had or is receiving Treatment or sought medical advice, or of which signs or symptoms were presented and the Insured Person (or anyone insured under the Policy) should have known or ought to have known prior to the date on which any increase in the benefit amount or coverage under the Policy takes effect.

Reasonable and Customary

means a charge for Treatment or service which does not exceed the general level of charges being made by the relevant service providers of similar standing in the locality where the charge is incurred for similar Treatment, services or supplies to individuals of the same sex and age, for a similar Injury, Sickness, Disease or Illness. The Reasonable and Customary charges shall not in any event exceed the actual charges incurred.

In determining whether an expense is "Reasonable and Customary", the Company may make reference to the following (if applicable):

- (a) the gazette issued by the Hong Kong government which sets out the fees for the private patient services in public Hospitals in Hong Kong;
- (b) industrial Treatment or service fee survey;
- (c) claim statistics of the Company;
- (d) extent or level of benefits insured; and/or
- (e) other pertinent source of reference in the locality where the Treatment is received.

Registered Medical Practitioner

A medical practitioner licensed to practice medicine as a General Practitioner, Specialist or Surgeon and who is:

- 1) duly registered with the Medical Council of Hong Kong pursuant to the Medical Registration Ordinance (Cap. 161) of the laws of Hong Kong or an equivalent authority in other jurisdictions ; and
- 2) legally permitted to provide medical or surgical service in the location of Treatment.

Schedule

The Schedule attached to this Policy.

Sickness

Physical illness or disease, marked by a pathological deviation from the normal healthy state.

Treatment

A surgical or medical procedure, the sole purpose of which is the cure or relief of Sickness and Bodily Injury.

You / the Policyholder

The policyholder of the insurance that is the first Insured Person named in the Schedule.

General Conditions

You and the Insured Person must observe the following General Conditions:

1. Right to Return Policy

In the event that You are not satisfied with the Policy for any reason, it may be returned to the Company for cancellation within 14 days after your receipt of the Policy. Any premium paid by You will be refunded without interest. In such case, this Policy shall be deemed to have been void from the inception and the Company shall not be liable under this Policy for any Bodily Injury or Sickness You sustain.

2. Co-operation

As a condition precedent to the Company's liability You or your representatives shall co-operate fully with the Company and its medical advisers and will fully and faithfully disclose all material facts and matters which You and the Insured Person know or ought to know and will upon request execute any document to empower the Company to obtain relevant information, at your expense, from any doctor or Hospital or other source.

3. Reasonable Precautions

The Insured Person shall take all reasonable precautions to prevent and minimise any accident, injury or death and the Company must be informed immediately in writing of any material information or change of circumstances whether relating to job occupation, sporting activity or otherwise which may increase the possibility or likely quantum of a claim under the Policy. The Company reserves the right to continue cover on terms and conditions it considers appropriate to such changes in material information or circumstances or to decline to continue cover under the Policy.

4. Premium

- 1) Premiums are due on the Due Dates as defined in the Policy. The initial premium is due on the inception date as shown in the Schedule. Subsequent premiums will be due on the corresponding dates in such subsequent month or year as indicated in the Schedule. The "Premiums" means the initial and subsequent premiums.
- 2) Premiums must be paid annually, or monthly by a direct debit instruction, as indicated in the Schedule.
- 3) Premiums, once paid, will not be refundable except for reasons stipulated in the General Conditions 1 and 8.
- 4) A 30-day grace period is allowed for payment of each premium after the due date. During this grace period, the Policy will remain in effect, but no benefits shall be payable until the overdue premium is settled. If the premium remains unpaid after the grace period, the Policy will terminate, and all benefits will cease. Any subsequent reinstatement of coverage will be at the Company's discretion, subject to satisfactory evidence of insurability and payment of all overdue premiums and relevant charges.

5. Commencement and Renewal

- 1) The Period of Insurance is stated in the Schedule. The required premium must be paid to the Company before the insurance is in force or within the grace period.
- 2) The Policy may be renewed from year to year thereafter at the option of the Company and You subject to the terms, conditions and premium rates then generally in force at the annual Due Date. The Policy is terminated in the event of non-payment of premiums.
- 3) Premium rates, renewal terms, and conditions are not guaranteed and may be reviewed and adjusted by the Company at any annual renewal for all Insured Persons based on the overall portfolio experience. Premiums may also increase when the Insured Person enters a higher premium rating age band, in response to a material change in risk (other than a change in health conditions), or due to general rate adjustments affecting all policyholders, reflecting the Company's actual or anticipated results in this class of business. In the event that the entire product is withdrawn by the Company due to adverse experience or for any other reason, affected Insured Persons will be offered participation in any replacement product, if available, under the terms, conditions, and premium rates prevailing at that time.

- 4) If coverage is increased or varied at your request, effective from any Due Date, such increased or varied coverage will not apply to any injury, sickness, symptom, or condition that was known to exist by the Insured Person, or for which treatment or medication was foreseeable, unless these facts have been fully disclosed and accepted in writing by the Company before the date of such increase or variation.
- 5) The Company reserves the right to alter the terms and conditions, including but not limited to the premiums, benefits, benefits amount or exclusions of this policy at the time of renewal by giving thirty (30) days' written notice to You.

6. Cancellation

1) By You

You may cancel the Policy at any time by giving Us a written notice and the cancellation will be effective on the next Due Date following our receipt and acceptance of such written notice. However, the cancellation shall be deemed to have been effective from the inception date if You have failed to pay any premium to Us at the time of your cancellation notice.

2) By the Company

We may cancel the Policy by sending 30 days' written notice to You at your last known address. Such cancellation shall be without prejudice to any claim arising prior to the effective date of cancellation, provided all premiums due have been fully paid.

7. Termination of Insurance

- 1) This Policy shall terminate on the earliest of the following:-
 - a) When any premium or any part thereof remains unpaid beyond the 30-day grace period.
 - b) On the next Due Date when You attain the age of 70 years.
 - c) When You die.
- 2) The insurance under this Policy in respect of any particular Insured Person shall terminate on the earliest of the following:-
 - a) In case of your Spouse when he/she attains the age of 70 years.
 - b) Upon such Insured Person's engaging in any employment, occupation or business that is excluded by General Exclusions 15 of this Policy.
 - c) Upon the termination of this Policy under the provision of the General Condition 7 (1).
 - d) When he/she dies.

8. Duplicate Policy

An Insured Person should not be covered under more than one CarePlus Hospital Cash policy issued by the Company. In the event that an Insured Person is covered under more than one such Policy, We will consider such Insured Person to be covered only under the Policy, which provides the greatest overall benefit limit. The Company shall only return any premium received under such other policies and shall be under no further liability whatsoever in respect thereof.

9. Eligibility

Unless agreed otherwise in writing by the Company:

- 1) Eligibility is restricted to Hong Kong Residents and their Dependants who hold a valid Hong Kong Identity Card.
- 2) Applicants must be between age 18 and 59 on the Effective Date of the Policy. Dependants are eligible for insurance.
- 3) Newly born children shall be eligible for insurance 15 days after birth and in a normal healthy condition.
- 4) Cover shall cease at the first Due Date following the 70th birthday of the Insured Person.
- 5) Applicants who are not eligible may not be enrolled in the Policy, and no cover is in force until confirmed by the issue of a Schedule by the Company.

10. Alteration

- 1) Notwithstanding anything in the Policy, the Company reserves the right to alter the Policy as the Company reasonably considers appropriate if the Policy or the Company is affected by a change in legislation or taxation, or any judicial decision. The Company will give the Policyholder written notice of any such alteration.
- 2) Any other misrepresentation of or failure to disclose material facts in any document signed by the Policyholder or Insured Person, will entitle the Company to alter, amend or cancel the Policy having regard to the true facts. A material fact is any information which could influence the Company in its assessment of the proposal.

11. In the Event of Fraud

If any claim shall in any respect be false or fraudulent or if fraudulent means or devices are used by You or the Insured Person or any Dependand or anyone acting on their behalf to obtain benefit hereunder, then the Policy shall be cancelled immediately and all benefit and premium forfeited.

12. Governing Law

The Policy is subject to the exclusive jurisdiction of the Hong Kong Special Administrative Region and is to be construed according to the laws of the Hong Kong Special Administrative Region.

13. Exclusion of Rights under Contracts (Rights of Third Parties) Ordinance

Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce any terms of this Policy.

Claims Conditions

The validity of insurance cover and the payment of claims are dependent on:

1. Proof of Claim

Original documentation and receipts together with a fully completed Claim Form signed by the treating Registered Medical Practitioner must be submitted to the Company within 30 days after discharge from Hospital. Please submit the Claim Form and all supporting documents via below link:

EASY Claims link: <https://forms.msig.com.hk/Forms/ClaimHealthcare>

All certificates, information and evidence must be provided at the expense of the claimant in the form and nature required by the Company.

The Insured Person may have to undergo further medical examinations required by the Company at the expense of the Company.

In the event of the death of the Insured Person, the Company shall require sight of the death certificate and may require a post-mortem examination at our expense.

If on the balance of medical fact or probability it is appropriate for the Company to decline a claim by virtue of the Pre-existing Conditions exclusion, the Insured Person shall have the right and obligation to produce such medical evidence as the Company may reasonably require to enable it to reconsider a claim under the Policy.

2. Examinations

The Company shall have the right and opportunity through its medical representatives to examine the Insured Person whenever and as often as it may reasonably require within the duration of any claim. In addition, the Company shall have the right to require a post mortem examination, where this is not forbidden by law.

3. Legal Proceedings

No action in law or equity shall be brought to recover under the Policy until after the expiration of 60 days from the date Proof of Claim has been furnished in accordance with the Policy conditions. The parties have agreed that the Law of the Hong Kong Special Administrative Region shall govern in the event of any conflict or dispute between the parties with regard to the Policy, and that the parties submit themselves to the exclusive jurisdiction of the Courts of the Hong Kong Special Administrative Region for the resolution of any such conflict or dispute.

4. Arbitration

If the Company shall disclaim policy liability or there is any dispute as to the amount to be paid under this Policy (collectively known as "the Dispute"), the Dispute shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance (Cap. 609 of the Laws of Hong Kong) as amended from time to time. If the parties fail to agree upon the choice of Arbitrators or Umpires, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is hereby expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained.

If the Dispute is not referred to arbitration within 12 months from the date of disclaimer or rejection of the claim, such claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under the Policy.

General Exclusions

The following items, conditions, activities and their consequences are excluded from the Policy and the Company shall not be liable for:

1. Pre-existing Conditions.
2. Confinement or Treatment for Sickness contracted or commencing within 30 days from the commencement of Policy.
3. Confinement or Treatment for Sickness contracted or commencing within 6 months from the commencement of Policy for the following Disabilities :
 - 1) Tuberculosis
 - 2) Anal fistulae
 - 3) Gall stones
 - 4) Stones of kidney, urethra or urinary bladder
 - 5) Hypertension or cardiovascular disease
 - 6) Gastric or duodenal ulcer
 - 7) Diabetes mellitus
 - 8) Tumours or malignancies
 - 9) Haemorrhoids
 - 10) Disorders of tonsils requiring tonsillectomy
 - 11) Disorders of nasal septum, sinus or turbinates
 - 12) Hernia or a disease peculiar to the female generative organs
 - 13) Hyperthyroidism
 - 14) Cataracts
 - 15) Prolapsed intervertebral disc or disc degeneration
4. Any surgery or treatment for circumcision before attaining the age of 12.
5. Routine medical examinations or check-ups, routine eye or ear examinations, vaccinations, medical certificates, examinations for employment or travel, and fitting of spectacles, contact lenses or hearing aids.
6. Treatment related to cosmetic surgery and beautification; and all dental Treatment or oral surgery related to teeth, except in the event of accidental injury to sound and natural teeth.
7. Treatment related to all endoscopy procedures.
8. Any inpatient treatment provided in facilities primarily offering Chinese medicine, unless otherwise expressly stated in this Policy.
9. Rest cures and services or Treatment in any home, spa, hydro-clinic, sanatorium or long-term care facility that is not a Hospital as defined.
10. Tests or Treatment related to pregnancy or childbirth, and its complications, and infertility, contraception, sterilisation, impotence, sexual dysfunction, birth defects, congenital Sicknesses, hereditary conditions or any abortion performed due to psychological or social reasons and consequences thereof.
11. Confinement as the donor of organ or tissue transplant.
12. Treatment of mental illness, psychiatric disorder, self-inflicted injury, suicide, abuse of alcohol, drug addiction or abuse, obesity, weight reduction or gain, sexually transmitted diseases and any treatment or test in connection with Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related conditions or diseases.
13. Second opinions in respect of medical conditions which have already been diagnosed and/or treated at the date such second opinions are obtained unless considered by the Company's medical advisers to be reasonable and necessary having regard to the medical facts and circumstances.
14. Treatment resulting from participation in any illegal acts including resultant imprisonment.
15. Hospital Confinement for conditions or purposes which can be properly treated in an outpatient facility. This includes Hospital Confinement solely for the purpose of Routine Medical Check-up, diagnostic imaging or physiotherapy Treatment.
16. Flying or traveling in an aircraft other than as a fare-paying passenger with a licensed carrier on a scheduled domestic or international route or on a duly licensed charter service.

17. Rock climbing, mountaineering, pot-holing, skydiving, parachuting, hang-gliding, para-sailing, ballooning, all diving unless the person concerned has been duly qualified and certified as a diver by an internationally recognised diving organisation or unless such person is at the time of the happening of the event giving rise to a claim receiving diving instruction from a duly qualified and certified diving instructor, racing of any kind other than on foot and all professional or inherently dangerous sports unless declared to and accepted by the Company in writing prior to the event giving rise to a claim.
18. The Insured Person at any time during the existence of this Policy involved in any of the following occupations:
- 1) Actors, entertainers or stunt persons
 - 2) Air crew
 - 3) Police or armed forces personnel
 - 4) Construction worker
19. Disability directly or indirectly 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:
- 1) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
 - 2) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
 - 3) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
 - 4) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
 - 5) any chemical, biological, bio-chemical, or electromagnetic weapon.
20. Disability directly or indirectly 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:
- 1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
 - 2) any act of terrorism including but not limited to
 - a) the use or threat of force, violence and/or
 - b) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents, by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or
 - 3) any action taken in controlling, preventing, suppressing or in any way relating to 1) or 2) above.

Sanction Limitation and Exclusion Clause

This Policy shall not be deemed to provide cover and no (re)insurer shall 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 (re)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, United States of America and/or any other applicable national economic or trade sanction law or regulations.

If the Company allege that by reason of these General Exclusions any claim is not covered by this Policy, then the burden of proving that the claim is covered shall be upon the Insured Person.