

# HEALTH INSURANCE POLICY

In consideration of the INSURED named in the schedule attached hereto having completed a Proposal Form to MAPFRE MIDDLESEA p.l.c. (hereinafter referred to as 'the Company') which together with any statement made in writing by the Insured for the purpose of this policy is deemed to be incorporated herein and having paid or agreed to pay to the Company the Premium mentioned in the said schedule the Company agrees to indemnify the Insured in the manner and to the extent hereinafter provided subject to the terms, exclusions, provisions and conditions contained herein or endorsed hereon.



**JAVIER MORENO GONZALEZ**  
PRESIDENT &  
CHIEF EXECUTIVE OFFICER



**OLIVIA DARMANIN**  
CHIEF OFFICER – TECHNICAL

# SECTION 1 - POLICY DEFINITIONS

Certain terms have a special meaning defined as follows:

## 1. ACCIDENTAL INJURY

A sudden and unexpected injury to the body caused by something external and which is brought about unintentionally.

## 2. ACUTE MEDICAL CONDITION

A medical condition which lasts a short time and can be treated and cured quickly by medical treatment or immediately responds to and reduces in intensity to medical treatment: or is not chronic as defined in 4 below.

## 3. BENEFICIARY

The Insured, member or members, dependant or dependants as herein defined as the case may be.

## 4. CHRONIC MEDICAL CONDITION

A medical condition which:

- a. fails to respond to medical treatment; or
- b. is ongoing or consistently recurring; or
- c. requires palliative treatment; or
- d. requires long periods of medical supervision; or
- e. has no known cure; or
- f. leads to permanent disability; or
- g. is caused by changes to the body which cannot be reversed; or
- h. requires you to be specially trained or rehabilitated.

## 5. COMMENCEMENT DATE

The date on which your insurance cover first starts.

## 6. CONGENITAL ABNORMALITIES

Any medical condition, deformity, disease, illness or injury present at birth, whether diagnosed or not.

## 7. CONSULTANT

A surgeon, anaesthetist or physician who:

- is legally qualified to practise medicine or surgery following attendance at a recognised medical school; and
- is recognised by the relevant authorities in the country in which the treatment

takes place as having specialised qualification in the field of, or expertise in, the treatment of the disease, illness or injury being treated.

By recognised medical school we mean a medical school which is listed in the World Directory of Medical Schools as published from time to time by the World Health Organisation.

## **8. DAY-CASE TREATMENT**

This is where the Beneficiary is admitted to hospital as a registered Day-Case patient and has signed an admission form, occupied a bed or undergone a surgical procedure which is medically necessary but not stayed overnight.

## **9. DENTAL OR ORTHODONTIC CONDITION**

Any disease, illness or injury normally treated by a dentist or orthodontist.

## **10. DEPENDANT/S**

These are the Insured's or Member's husband, wife or partner whose details are shown in the Policy Schedule. By Partner we mean a person to whom the Insured or Member is not legally married but with whom he or she lives and/or own unmarried children including any children living with the Insured or Member as part of the household as shown in the Policy Schedule.

## **11. EMERGENCY**

A sudden and unexpected Acute Medical Condition which, without treatment within 48 hours of onset, could result in death or cause serious bodily impairment.

## **12. EXCESS**

That percentage of the payable claim which you will pay.

## **13. FAMILY**

You, your spouse/partner and children as individually named in the Schedule of this Policy.

## **14. GENERAL PRACTITIONER**

A registered medical practitioner in general practice and/or a registered medical specialist in family medicine licensed to practise medicine in the country where treatment is received.

## **15. HOSPITAL**

A National hospital; a private hospital or clinic or a nursing home in Malta or overseas with specialist facilities for Treatment and permits for carrying out Treatment in terms of the applicable legislation and approved by the Company.

## **16. IN-PATIENT TREATMENT**

This is where the Beneficiary is admitted to Hospital for treatment which is medically necessary, has signed an admission form; undergone a surgical procedure which is medically necessary and stayed in Hospital for one or more nights.

## **17. INSURED**

The person named in the Policy Schedule who has the contract of insurance with us.

## **18. MALTA**

The Islands of Malta, Gozo and Comino.

## **19. MATERNITY CASH BENEFIT**

This benefit is payable to the mother who has given birth, as long as the mother has been insured for the past 10 months.

## **20. MEDICAL CONDITION**

Any disease, illness or injury.

## **21. MEDICALLY NECESSARY**

Treatment that in the opinion of either the Beneficiary's General Practitioner or Specialist is both appropriate and consistent for the Medical condition diagnosed which, in accordance with generally accepted medical practice, if not given would have serious and adverse effect on the Beneficiary's health.

## **22. MEMBER/S**

Is a person who has joined the Policy as part of a Group.

## **23. NEW BORN CHILDREN**

Policyholder's children born during the period of insurance will be covered at the same level of cover of either the Mother or the father, free of charge, until the next date of renewal, provided they apply for such cover within three months of birth and the relative

original birth certificate is forwarded to MAPFRE Middlesea p.l.c. within the same period.

## **24. OUT-PATIENT TREATMENT**

Treatment received from a Specialist or under the control of a Specialist at a Hospital, Specialist's consulting room or other place approved by us where the Beneficiary does not go in for day-case or in-patient treatment.

## **25. PALLIATIVE**

Any medical procedure which is given to temporarily relieve rather than cure a Medical Condition.

## **26. PHYSIOTHERAPIST**

A practitioner who is either a State registered or a Chartered Physiotherapist; and a member of the relevant Chartered Society of Physiotherapists and holds the qualification of FCSP, MCSP, SRP or Grad. Dip. Phys. or equivalent.

## **27. POLICY YEAR**

The period beginning on your commencement date or renewal date and ending on the day before your next renewal date. By start date we mean the 'effective from' date on your first membership certificate for your current continuous period of membership.

## **28. POLICY BENEFITS**

Any benefits set out in the relative Scheme appended to this Policy.

## **29. PRE-EXISTING MEDICAL CONDITION**

A Medical Condition which the Insured or his Beneficiaries already had before taking out the policy and which you should have informed us of. This includes any Medical condition or symptoms whether they were being treated or not and any previous Medical condition which recurs or which the insured and his beneficiaries should have reasonably known about even if he/she/they did not consult a doctor.

## **30. PRIVATE AMBULANCE**

A road vehicle designed to be used as an ambulance and operated by a registered private ambulance service.

### **31. QUALIFIED NURSE**

A qualified nurse whose name is currently on the relative professional register of nursing in Malta or in the country where treatment is being received.

### **32. QUALIFIED PRACTITIONER**

A health care professional who is currently practising profession complementary to medicine and is a registered member of the relative National Professional Association.

### **33. REASONABLE FEE**

The reasonable charge made for medical services. A Reasonable Fee will be calculated by taking into account the complexity of the treatment involved, the degree of professional skill and other relevant factors, or as per list of applicable maximum benefits published from time to time by the Company.

### **34. REHABILITATION CENTRE**

A facility providing inpatient treatment for the rehabilitation of patients following an inpatient stay in a hospital.

### **35. RENEWAL DATE**

The renewal date shown in the Policy Schedule.

### **36. SCHEME**

The medical insurance plan effected by the Insured as specified in the Schedule and attached thereto.

### **37. SPECIALIST**

A medical practitioner (excluding Specialists in Family Medicine) who:

- is registered in terms of local requirements and who is or has been a Consultant in a National Hospital and is currently practising in that appointment in the speciality for which the Beneficiary needs treatment; or
- is approved by the Company.

### **38. SCHEDULE OF SURGICAL PROCEDURES**

Current list of Surgical Procedures maintained by the Company.

### **39. SURGEON'S FEE BENEFIT**

This benefit is payable to the lead surgeon who practices surgery in the speciality for which the Beneficiary needs treatment, excluding surgical assistants

### **40. TREATMENT**

Any Medically necessary surgical or medical procedure, consultation, test or investigation to cure or actively and substantially relieve an Acute Medical Condition and must be carried out or controlled by a Specialist.

### **41. WE, US, OUR**

This means the Company.

### **42. YOU, YOUR**

This means the Insured.

## **SECTION 2 - PAYMENT OF PREMIUMS**

In this section we have set out the conditions for paying the premium.

1. You are responsible for paying the entire annual premium for each person included under the policy.
2. Premiums are payable to us in Euro and must be paid on the date when they become due. If they are not paid by such a date, then we reserve the right to cancel the policy with effect from the day when the premium or any instalment thereof became due.
3. Should any new Member/s or their Dependant/s be accepted by us under this policy, an additional premium will be payable by you. This additional premium will be a pro-rata premium based on the number of days remaining between the date of the acceptance and the Renewal Date following the said date.
4. Should a Member or his/her Dependant wish to cancel the cover provided to him/her hereunder during the policy year a pro-rata refund of premium will be made by us provided that no claim/s whether paid or outstanding shall have been made in connection with this policy during the policy year in which this cover is to be cancelled. Subject to the above, the refund of the premium will be based on the number of days remaining between the cancellation date and the expiry date of the policy.
5. The premium is to be paid annually in advance or by instalment if indicated in the policy schedule.

## SECTION 3 - WHAT IS COVERED

The purpose of the Policy is to provide cover for the Reasonable fees of recognised Treatment, which is medically necessary for Acute Medical Conditions. This Policy is not intended to cover experimental or unproven Treatment, but should such situations arise we will discuss these with the Beneficiary's Specialist and decide whether the cost of the proposed Treatment is covered. Claims will be paid for those items specified in the Policy Benefits (up to the amounts stated, if applicable).

If the Policy Benefit does not cover the full cost of Treatment, the Beneficiary will be liable for paying the balance.

## SECTION 4 - HOW TO CLAIM

The Beneficiary **MUST** give the Company advance notice of any planned In-Patient Treatment.

This will give the company the opportunity to confirm whether or not your proposed treatment is covered under your policy and the level of cover you have. A breach of this condition will prejudice the payment of the claim.

1. The Company may ask the Beneficiary to provide it with such information / documents as the Company may require from time to time.
2. For a claim to be payable hereunder, all Treatment must be undertaken and given by and under the control of a Specialist for the purpose of curing an Acute Medical Condition.
3. Payment of the Policy Benefits will be made at the discretion of the Company either:
  - i. to the Insured or the Member, as the case may be, or
  - ii. to the person or company who has provided the Treatment; or
  - iii. in the event of the Insured's or Member's death, as the case may be, to the Executors or the legal heirs of the relative estate.
4. When you pay for eligible overseas treatment in currency other than in Euro, we will pay the equivalent in Euro at the rate of exchange prevailing at the time of settlement of the claim.
5. To qualify for the Nursing at Home Benefit, all Home Nursing must immediately follow a period of In-Patient or Day-Case Hospital Treatment covered by the Policy; be approved by a Specialist as being Medically Necessary; be for skilled nursing care which would otherwise be provided on an In-patient basis in hospital; be on a full-time basis (i.e. at least 7 hours a day); be given by a qualified nurse under the direction of a Specialist.



6. Alternative treatment must be received under the overall control of the referring Specialist.
7. The Policy Benefits are only payable for eligible Treatment received during the period for which the required premium has been paid.
8. Claims can only be considered for payment once the Beneficiary has provided us with all the necessary information and documentation we require.
9. Invoices for Treatment will only be considered for payment provided they are:
  - i. the original documents;
  - ii. sent to us within 3 months of the date Treatment was received.
10. We are entitled, at our expense, to appoint an independent medical examiner to examine the Beneficiary and to review the claim.
11. The Beneficiary must advise us if any of the Benefits claimed for under the Policy can also be claimed from a third party or under another Insurance Policy.

If the expenses can be claimed under another Insurance Policy, then we will only pay our proportion of the total amount of those expenses which are eligible for payment under this Policy.

If the expenses can be claimed from a third party, we may exercise our subrogation rights to recover from the third party the amount of benefit we had paid. In these circumstances, the Beneficiary must:

- i. tell us as soon as reasonably possible that the expenses being claimed for are due to the fault of a third party and provide us with those details which the Company may require; and
- ii. do everything we may reasonably and practically require to ensure that the benefits are recovered from the third party.

## SECTION 5 - EXCESS

The Beneficiary and/or the Company may apply an excess on the policy at inception of the policy or its renewal. In the case of a claim, the Company will first calculate that amount of each and every claim which is due to be reimbursed by the Company in accordance with the Policy terms and conditions, then the Excess would be deducted from that eligible amount and the balance reimbursed.

## SECTION 6 - EXCLUSIONS

We cannot pay claims for any of the following, unless otherwise specified in Your Policy Schedule or Table of Benefits:

1. Treatment for a Medical Condition which we may have specifically excluded from benefits as shown under the heading "Special Terms" in the Policy Schedule, or in other relevant documentation.
2. Pre-Existing Medical Conditions, however, will be covered after five years continuous insurance cover with us provided that during that five year period the Beneficiary has not:
  - consulted any doctor for treatment or advice (including check-ups); or
  - taken any medication (including drugs, medicines, special diets and injections) for that Pre-Existing Medical Condition.

We will only cover Pre-Existing cardiac or cancer conditions provided at the time when the condition recurs the Beneficiary has been free from Treatment, advice or medication for that Medical Condition during the previous ten years.

3. Fees charged for providing medical reports and prescriptions.
4. Pregnancy or childbirth, other than for related complications arising at least ten (10) months after the expectant mother joined the Policy. In the case of a Caesarean section the Company will only pay the difference between the Reasonable fee for the intervention and the fee which would have been charged for a normal delivery.
5. Any type of contraception, sterilisation, termination of pregnancy, infertility and/or any form of assisted reproduction, and treatment of sexual problems, including impotence, sex changes or treatment for, or arising from, any of the above.
6. Treatment for symptoms caused by ageing, menopause or puberty, or other natural physiological cause.
7. The cost of vaccinations, routine or preventive medical examinations, medical screening including health check-ups, sight and hearing tests or any preventive treatment and treatment to remove any tissue that is not diseased.

8. Fees charged for accommodation and ancillary items, home nursing and rehabilitation, which are for or related to social and domestic reasons or are for reasons not related to treatment of an Acute Medical Condition.
9. Clinic fees and waiting room fees.
10. Treatment received in health hydros, spas, nature cure clinics or in any similar establishments even if they are registered as a Hospital.
11.
  - i. Treatment to change your physical appearance, whether or not it is needed for medical or psychological reasons, or any treatment which relates to it or is needed as a result of previous cosmetic treatment; or
  - ii. Treatment involving the removal of healthy tissue (i.e. tissue which is not diseased), or the removal of surplus or fat tissue, whether or not it is needed for medical or psychological reasons.

The exclusions in (i) and (ii) will not apply where surgical intervention takes place in order to restore appearance following an Accidental Injury or as a direct result of cancer intervention, occurring during current period of insurance cover and not later than 24 months from such Accidental Injury or surgery. The original treatment for the accident or cancer must also be eligible for claim in terms of this Policy.

12. Any Dental or Orthodontic condition except for a procedure listed on the list of Surgical Procedures we publish and which must be carried out by an oral and maxillofacial surgeon, or for emergency dental treatment necessary to restore or replace sound natural teeth lost or damaged following an accidental injury.
13. Regular or long-term kidney dialysis or end stage renal failure.
14. Treatment arising from a deliberate self-inflicted injury or attempted suicide.
15. Treatment given to relieve any allergic condition or disorder.
16. Treatment arising in any way from diseases that are transmitted sexually or those which according to generally accepted classification are classified as Sexually Transmitted Diseases (STDs).
17. Treatment arising in any way from alcohol, drug or substance abuse.
18. Treatment arising in any way from the Human Immune Deficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) or any other similar or related condition or syndrome.
19. Treatment arising from or related to a sex change.
20. Treatment arising from nuclear or chemical contamination, war, terrorism, invasion,

act of a foreign enemy, hostilities (whether war be declared or not), civil war, riot, civil disturbance, rebellion, revolution, military force or coup.

21. Fees charged for aids and appliances including spectacles, contact lenses, hearing aids, wheelchairs, stair lifts and the like.
22. a. Fees charged where the Beneficiary was admitted to Hospital either as an In-patient or on Day-Case basis:
  - i. prior to the date Treatment began; or
  - ii. as part of a recuperation process which otherwise could have satisfactorily taken place away from Hospital at no expense.
- b. Where there is no specific medical necessity to perform a Treatment on an In-patient basis, as this could have been carried out as an Out-patient Treatment, benefit will be paid out of the Out-patient Benefits section.
23. Drugs, dressings, surgical or dental appliances prescribed on an Out-patient basis or while as an In-patient but for use as an Out-patient, unless specifically covered.
24. Treatment for Congenital Abnormalities other than for Congenital Abnormalities undertaken in an emergency operation carried out within twenty eight days of birth.
25. Fees charged for weight management and control.
26. Injuries arising from taking part in sporting activities of any kind for which the Beneficiary gets paid or receives benefit.
27. Treatment or monitoring given in respect of Chronic Medical Condition or Palliative Treatment of a terminal Medical condition.
28. Treatment directed towards development delay in children whether physical or psychological, speech disorders or learning difficulties.
29. Treatment for Psychiatric illness received during the first six months after joining the policy. Treatment for eligible psychiatric illness will only be payable on a referral by a psychiatrist and requires our prior approval.
30. Treatment for sleep disorders.
31. Treatment to correct eyesight including spectacles or contact lenses and laser treatment, unless caused as a result of an injury or an acute condition.

32. Treatment following an organ transplantation where the Beneficiary is the donor.
33. Treatment not carried out by a qualified Medical Practitioner or services rendered by a provider who is a member of the Beneficiary's family, including spouse, brother, sister, parent or child.
34. Treatment following a criminal act of the Beneficiary, violation or attempted violation of law and resistance to lawful arrest or any resultant imprisonment.

## **SECTION 7 - CANCELLING THE POLICY**

In this section we have set out the conditions under which we can cancel or change the Policy.

We can cancel or amend the Policy and/or cover immediately if the Beneficiary:

- Has provided us with false, wrong or incomplete answers to any information relating to a proposal form, policy or claim hereunder;
- Has failed to fully comply with the terms and conditions of the Policy;
- Has failed to pay the premium due or an instalment thereof.

## **SECTION 8 - CONDITIONS OF THE POLICY**

In this section we have set out the General Policy conditions:

1. None of the terms or benefits of the Policy can be changed by any person except by an Endorsement issued by Us.
2. The Policy shall for all effects and purposes be a Maltese Contract and shall be governed by and according to Maltese law and subject to the exclusive jurisdiction of the Maltese courts.
3. We have the right to alter the policy including the terms, premium rates and policy benefits at the annual renewal of the policy.
4. We will not add interest to any money paid or due by us under the policy.
5. Where necessary singular words include the plural and words in the masculine apply to the feminine.

# OUR COMPLAINTS PROCEDURE

**We** are committed to providing good quality services. **We** recognise that a client may not be satisfied with the service provided. To deal with this **we** have a complaints procedure. For the sake of clarification, a complaint is broadly defined as being a written expression of dissatisfaction with services that **we** provide or actions **we** have taken that require a response.

## HOW TO COMPLAIN

### STEP 1 – CONTACTING US

The first step is to talk to a member of **our** personnel or of **your** intermediary if the **Policy** was arranged through one. This can be done informally either directly or by telephone.

Usually the best person to talk to will be the person who dealt with the matter **you** are concerned about as they will be in the best position to help **you** promptly and to put things right. If they are not available or **you** would prefer to approach someone else, then address the matter to the manager or senior person responsible. **We** will seek to resolve the problem immediately. If **we** cannot do this, then **we** will take a record of the concern and arrange the best way and time for getting back to **you**. This will normally be within two working days.

### STEP 2 – TAKING THE COMPLAINT FURTHER

If **you** are still unhappy the next step is to put the complaint in writing, addressing it to the Complaints Officer, setting out the details, explaining what **you** think went wrong and what **you** feel would put things right. If **you** are not happy about writing a letter, **you** can always ask a member of **our Company** to take notes of the complaint which **you** will be then asked to sign. **You** will be provided with a copy for **their** own reference. This record will be passed promptly to the Complaints Officer to deal with.

Once the Complaints Officer receives a written complaint, s/he will arrange for it to be fully investigated. The complaint will be acknowledged in writing within five working days of receiving it and the letter will state when **you** can expect a full response. This should normally be within fifteen working days unless the matter is very complicated such as where other organisations need to be contacted. Where this is the case we will still let **you** know what action is being taken and will inform **you** when **we** expect to provide a full response.

## TAKING YOUR COMPLAINT ELSEWHERE

If **you** are still not satisfied with the Complaints Officer's response, **you** can always seek advice elsewhere. **You** may contact:

Office of the Arbiter for Financial Services  
First Floor  
St Calcedonius Square  
Floriana FRN1530  
Malta  
Telephone: 8007 2366 or 21249245  
E-mail: [complaint.info@financialarbiter.org.mt](mailto:complaint.info@financialarbiter.org.mt)  
Website: [www.financialarbiter.org.mt](http://www.financialarbiter.org.mt)

The Office of the Arbiter will expect that **you** have a final reply to **your** complaint from **us** before approaching them.

MAPFRE Middlesea p.l.c. (C-5553) is authorised by the Malta Financial Services Authority (MFSA) to carry on both Long Term and General Business under the Insurance Business Act, Cap 403 of the Laws of Malta. MAPFRE Middlesea p.l.c. is regulated by the MFSA.

## NOTES