

Middlesea Health

Policy



Middlesea Insurance p.l.c.



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HEALTH INSURANCE POLICY WORDING

In consideration of the INSURED named in the schedule attached hereto having completed a written proposal form to MIDDLESEA INSURANCE 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.

The version of this contract in the Maltese language has been supplied for the convenience of the policyholder only. This contract shall in no case be interpreted by reference to the Maltese version and should there be any conflict of meaning between the English and Maltese versions, or any doubt whatsoever, the English version shall prevail and be applied to the exclusion of the Maltese version.

M.C. GRECH
EXECUTIVE CHAIRMAN

R.E.D. CHALMERS
DEPUTY CHAIRMAN

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.

This exclusion will not apply for the initial programme of diagnosis and Treatment, up to a maximum of three months, intended to stabilise the condition. Furthermore should a flare up (acute on chronic) situation occur, medical charges incurred for Treatment to bring the condition under control would be eligible for benefit up to a maximum of three months.

5. Commencement Date

The date on which your insurance cover first starts.

6. Congenital Condition

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

7. Customary Fee

The charge usually made for a particular service given by members of the medical profession of the same or similar standing within the same geographical area.

8. Reasonable Fee

The reasonable charge made for medical services where the Customary fees cannot be easily determined. 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 which may be published from time to time by the Company.

9. Renewal Date

The renewal date shown in the Policy Schedule.

10. 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.

11. Dental or Orthodontic Condition

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

12. 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.

13. 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.

14. Excess

That percentage of the payable claim which you will pay.

15. Family

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

16. General Practitioner/Family Specialist

A registered medical specialist in family medicine.

17. 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.

18. 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.

19. Insured

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

20. Malta

The Islands of Malta, Gozo and Comino.

21. Medical Condition

Any disease, illness or injury.

22. 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 affect on the Beneficiary's health.

23. Member/s

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

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 stay overnight or signed an admission form.

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. Scheme

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

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. A practising registered ophthalmologist.
- b. A homeopath who is currently a practising member of the relative National Homeopathic Association.
- c. An Acupuncturist which is currently registered with the local authority.

33. Specialist

A medical practitioner 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 entered in the Medical Council Register of Malta; or
- Is approved by the Company.

34. Schedule of Surgical Procedures

Current list of Surgical Procedures maintained by the Company.

35. 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.

36. We, Us, Our

This means the Company.

37. 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 the lawful Currency of Malta 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 months 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 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 months remaining between the first of the month following the date of cancellation and the next Renewal Date.

5. The premium may be paid annually, half-yearly or by quarterly instalments. For quarterly and half-yearly payments an instalment charge will be incurred, as stated in the Policy Schedule.
6. The Company will charge a policy fee in accordance to the frequency as stated in the Policy schedule.
7. Payment by instalments will only be accepted if premiums are paid by means of a Variable Direct Debit mandate. It is important to note that the full annual premium is always due.

In the event that the Insured fails to pay any instalment of premium as it falls due, then the Company shall, at its discretion, require that the full outstanding balance of the premium be paid immediately.

SECTION 3 - WHAT IS COVERED

The purpose of the Policy is to provide cover for the Customary and 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.

How to claim

The Beneficiary **MUST** give the Company advance notice of any intended In-Patient Treatment. This will give the Company the opportunity to advise the Beneficiary whether the costs of the intended In-patient Treatment are covered in full under the policy. A breach of this condition may 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:
 - i. on the referral of the General Practitioner;
 - ii. 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 of the relative estate.

4. 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.
5. Alternative treatment must be received under the overall control of the referring Specialist.
6. The Policy Benefits are only payable for eligible Treatment received during the period for which the required premium has been paid.
7. Claims can only be considered for payment once the Beneficiary has provided us with all the necessary information and documentation we require.
8. 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.
9. We are entitled, at our expense, to appoint an independent medical examiner to examine the Beneficiary and to review the claim.
10. 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 will pay the Beneficiary the amount of benefit to which they are entitled. We will then be subrogated of the Beneficiary's right 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.

Excess

The Beneficiary may opt to apply an excess on his policy. 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 4 - EXCLUSIONS

We cannot pay claims for any of the following:

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 Customary and Reasonable fee for the intervention and the fee which would have been charged for a normal delivery.
5. Any type of contraception, sterilization, assisted reproduction, termination of pregnancy, any treatment of sexual problems, including impotence, sex changes or treatment for, or arising from, any of these procedures.
6. Treatment to relieve 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.
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, unless following a surgical operation to restore your appearance after an Accidental Injury or as a direct result of surgery for cancer, if either of these takes place during your current continuous period of insurance and within a period of not later than 24 months from such Accidental Injury or surgery provided that the original treatment for the accident or cancer was an eligible claim.

12. Any Dental or Orthodontic condition except a procedure listed on the list of Surgical Procedures we publish which must be carried out by an oral and maxillofacial surgeon.
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 alcohol, drug or substance abuse or sexually transmitted diseases.
17. 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.
18. Treatment arising from or related to a sex change.
19. 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.
20. Fees charged for aids and appliances including spectacles, contact lenses, hearing aids, wheelchairs, stair lifts and the like.
21. Fees charged where the Beneficiary was admitted to Hospital either as an In-patient or on Day-Case basis:
 - a. prior to the date Treatment began; or
 - b. as part of a recuperation process which otherwise could have satisfactorily taken place away from Hospital at no expense.
 - c. 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 to the Out-patient Benefits section.
22. 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.
23. Treatment for Congenital abnormalities other than for Congenital abnormalities undertaken in an emergency operation carried out within fourteen days of birth.
24. Fees charged for weight management and control.

25. Injuries arising from taking part in sporting activities of any kind for which the Beneficiary gets paid or receives benefit.
26. Treatment given in relieving Chronic Medical Condition or Palliative Treatment of a terminal Medical condition.
27. Treatment directed towards development delay in children whether physical or psychological, speech disorders or learning difficulties.
28. Psychiatric treatment unless such Treatment is carried out as Day-Case or In-patient treatment after you have been covered by the policy for a continuous period of two years. In this case cover is limited to a maximum collective total of 30 days during your lifetime. This applies to all Middlesea Insurance Healthcare policies you have been insured for and may be insured for in the future, whether your cover is continuous or not.
29. Treatment for sleep disorders.
30. Treatment to correct eyesight including spectacles or contact lenses and laser treatment, unless caused as a result of an injury or an acute condition.
31. Treatment following an organ transplantation where the Beneficiary is the donor.
32. 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.
33. Treatment following a criminal act of the Beneficiary, violation or attempted violation of law and resistance to lawful arrest or any resultant imprisonment.

SECTION 5 - 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 or an instalment thereof.

SECTION 6 - 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 cover provided by this Policy shall apply only to judgements or orders that are delivered by or obtained from a Maltese Court. Furthermore, the cover shall not apply to a judgement obtained elsewhere whether enforceable in Malta or otherwise.

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 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.