

# Welcome

Thank **You** for choosing Elmo Insurance Ltd as **Your** private medical insurer. As a valued customer, we are committed to providing **You** with prompt and efficient customer support service.

This booklet sets out the cover available to **You**. It also explains how to make a claim, together with **Policy** terms and conditions.

Do not wait until **You** have a claim to make sure **You** understand **Your Policy** – please read it now and keep it in a safe place.

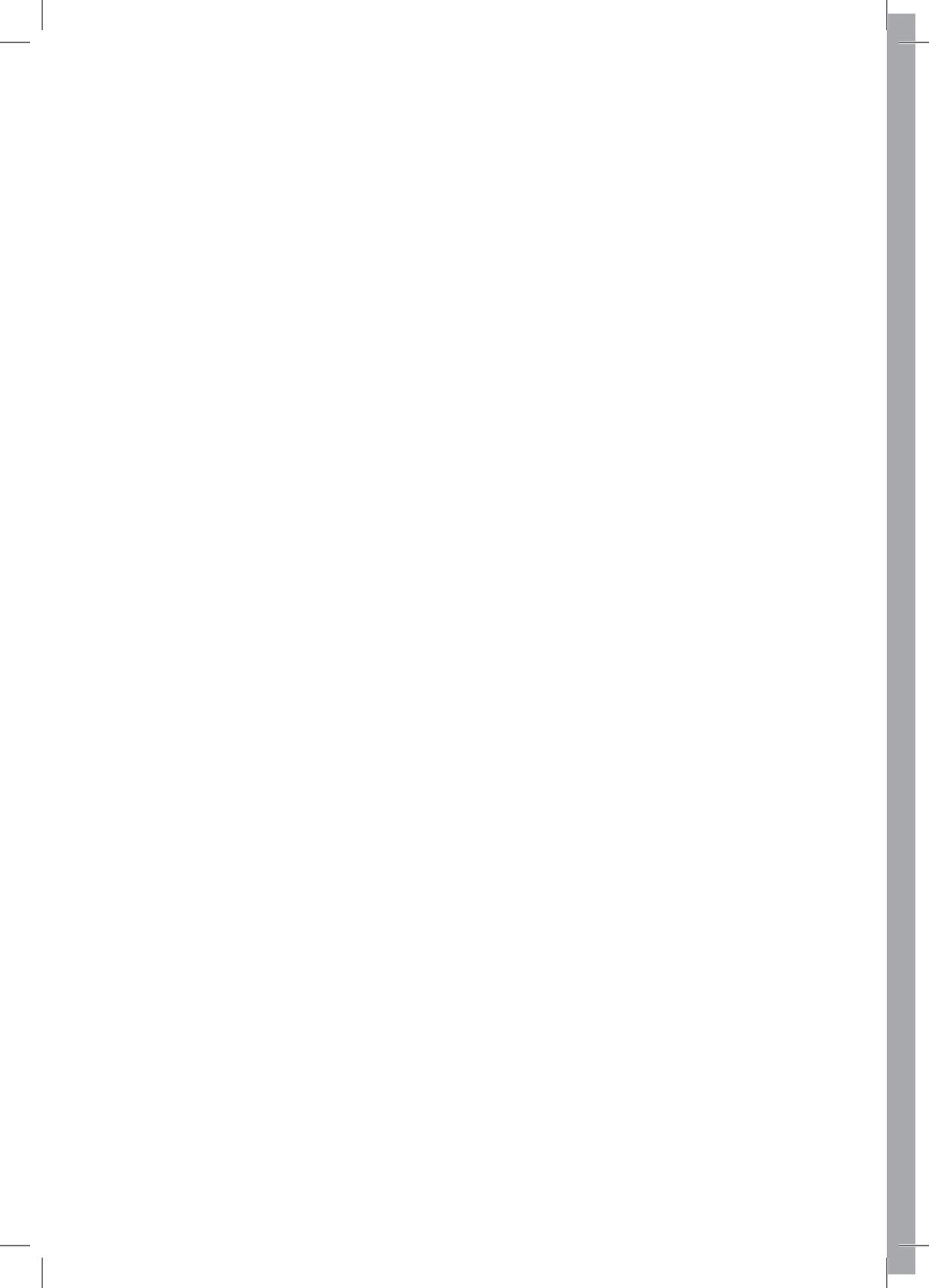
In particular please make sure that all the details shown in the **Schedule** which is attached to and forming part of the **Policy** are correct. Let **Us** know immediately if any change is required.

We trust that **You** will find our service to be professional and efficient and that **You** will continue to make use of our services.



**Anthony Cauchi** MBA (Exec.), ACII  
*Chartered Insurer*  
*General Manager*





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# About Your Health Insurance Policy

Elmo Insurance Ltd, who is authorized to carry out general business of insurance and is regulated by the Malta Financial Services Authority, Company Registration Number C3500.

The **Policy** is evidence of the contract. The contract of insurance is between **You** and **Us**. Only **You**, the **Policyholder** or the **Group sponsor** and Elmo Insurance Ltd have legal rights under this agreement.

The terms of the **Policy** are contained in the following documents, all of which must be read together:

- The Proposal Form for **You** and any of **Your Dependents** which **You** have completed, together with declarations that **You**, the **Policyholder**, made on their behalf.
- The **Policy** Schedule
- The **Policy** Document
- The Table of Benefits

Any alterations or amendments to this **Policy** shall only be valid if they have been made in writing.



## Meaning of words

The words or expressions listed below have the following meaning whenever they appear in the **Policy**, the **Schedule** or any **Endorsement/s**.

### **Accommodation**

The charge made by a hospital for **In-patient** or **Day-patient Treatment**. The charge includes the cost of the bed, meals and routine nursing.

### **Acute**

A disease, illness or injury that is likely to respond quickly to **Treatment** which aims to return **You** to the state of health **You** were in, before suffering the disease, illness or injury, or which leads to **Your** full recovery.

### **Appliances**

A knee brace which is an essential part of a repair to a cruciate (knee) ligament, or a spinal support which is an essential part of a surgery to the spine.

### **Chronic**

A disease illness or injury which has one or more of the following characteristics:

- It continues indefinitely and has no known cure
- It recurs and /or needs prolonged supervision, monitoring or **Treatment** check-ups, consultations, examinations or tests
- It is permanent
- It needs ongoing or long-term control or relief of symptoms
- **You** need to be rehabilitated or especially trained to cope with it
- It leads to permanent disability

### **Complementary Treatment**

An acupuncturist, chiropractor, homeopath, osteopath or Chinese medicine practitioner who is fully qualified and authorized to practice the profession in the country where the **Treatment** is provided. Such **Treatment** must be received as a result of a referral by and under the control of a **General Practitioner** or a **Specialist**.

### **Country of residence**

Any country where **You** are considered by the relevant authorities to be resident.



## Meaning of words

### **Customary and reasonable fees**

By this **We** mean the expected fees charged for **Treatment**, facilities or equipment in the country in which they are received. They should not be more than they would normally charge and be representative of charges by other **Treatment** providers in the same country.

### **Day-patient**

Medical **Treatment** which requires medically-supervised recovery in a hospital bed during the day only.

### **Dependants**

The **Policyholder's** spouse/partner and unmarried children under the age of 21 years named on **Your Policy Schedule**, who habitually live at the same address.

### **Emergency**

A sudden and unexpected acute medical condition, which without immediate **Treatment**, could result in death or cause serious body impairment.

### **Endorsements**

An alteration made to terms of the **Policy**.

### **Excess**

The first part of any claim for which **You** are responsible.

### **General practitioner**

A registered medical practitioner, other than a **Specialist**, licensed to practice medicine in Malta.

### **Group sponsor**

A group who have a shared agreement with **Us** through their sponsor and whose administration is coordinated through a single appointed representative.

### **Group agreement**

An agreement in the case of a group membership between **Us** and the **Group sponsor** listing the terms and conditions under which **We** have accepted to provide the cover.

### **In-patient treatment**

Medical **Treatment** which requires **You** to occupy a hospital bed overnight or longer for medical reasons.

### **Out-patient**

**Treatment** received in a hospital or pharmacy consulting room or an **Out-Patient** clinic where **You** do not go in for **Day-Patient** or **In-Patient Treatment**.

### **Palliative**

Any **Treatment** which is administered to temporarily relieve a medical condition, rather than cure it.



## Meaning of words

### **Plan**

The level of cover, as shown on **Your Policy Schedule**.

### **Pandemic**

A sudden outbreak that becomes very widespread and affects a whole region, country, a continent or the world.

### **Policy**

The insurance contract between **You** and Elmo Insurance Ltd. Full terms and conditions are subject to the following documents:

- The proposal form for **You** and **Your Dependants**
- The **Policy schedule**
- The **Policy** document
- The **Table of Benefits**
- Any endorsements attached to the **Policy**

### **Period of insurance**

The period shown in the **Schedule** and any further period for which **We** accept **Your** premium.

### **Policy Schedule**

The schedule giving details of the **Policyholder**, **Dependants** and any exclusions and/or restrictions.

### **Policyholder**

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

### **Pre-admission tests**

A clinical assessment required to determine a patient's fitness and suitability for anaesthesia and surgery, which may detect unsuspected conditions that might affect the patient's surgery. These tests are not diagnostic.

### **Pre-existing conditions**

Any disease, illness or injury for which **You/Your Dependants** have received medical advice or **Treatment** or of which **You** have experienced symptoms prior to the inception date of **Your Policy**, whether medical attention has been sought or not.

### **Premium**

The amount paid or to be paid for cover by the **Policyholder** or **Group Sponsor**.

### **Professional hazardous sports**

A sport where a fee or benefit in kind is received, paid or made available, either directly or indirectly, for playing, training or any other reason.



## Meaning of words

### **Prosthesis**

An internal, permanent replacement of a missing body part.

### **Renewal date**

Each anniversary of the date **You**, the **Policyholder**, joined the Plan. A group plan may however have a common renewal date for all members.

### **Schedule of procedures**

A document **We** maintain, which lists the **Surgical Procedures**, **We** pay benefit for and classifies them according to their complexity. This schedule is regularly updated to include new, proven procedures and is available on **Our** website.

### **Supporting hospitals**

A hospital/clinic with which **We** have an agreement at the time of **Your Treatment**.

### **Specialist**

A medical practitioner who is duly authorized under the laws of Malta to practice his specialty. The **Specialist Treatment** provided must be specifically qualified for the **Treatment** administered.

### **Surgical procedure**

An operation or other invasive surgical intervention listed in the **Schedule of Procedures**.

### **Subrogated**

**You** agree that all rights of recovery that **You** may have will be **Subrogated** to Elmo Insurance Ltd to recover from the other party the cost of any claims paid by Elmo Insurance Ltd.

### **Table of benefits**

The **Table of Benefits** applicable to **Your** chosen **Plan** showing the maximum limits payable each **Policy** year.

### **Treatment**

Surgical or medical services (including diagnostic tests) that are needed to diagnose, relieve or cure a medical condition disease, illness or injury.

### **We/Us/Our/Company**

Elmo Insurance Ltd.

### **You/Your**

The **Policyholder** and/or anyone else insured under the **Policy** as shown on the **Policy Schedule**.



## Level of Cover

There are different 'Tables of Benefits' and **You** must read and refer to the level of cover indicated on **Your Policy Schedule**.

The **Policy Schedule** gives details of the **Policyholder**, the insured persons, the period of cover, the level of cover that **You** have chosen and any personal exclusion that may apply.

This **Policy** provides cover only to Maltese residents, for eligible medically necessary **Treatment**, received within the area of cover which is **Treatment** of an **Acute** medical condition.

Benefit limits will be paid in accordance with the level of cover on **Your Plan** and specified limits apply on certain benefits, per insured person, per **Policy** year.

All benefits, including full refunds, are conditional upon charges being **Customary and Reasonable**.

If for any reason benefit limits or **Policy** exclusions do not cover the costs incurred, **You** will be liable to pay the balance to **Your Treatment** provider.

### **Acute Medical Conditions**

**We** cover **Treatment** of an unexpected disease, illness or injury that is likely to respond quickly to **Treatment** which aims to return **You** to the state of health **You** were in immediately before suffering the disease, illness or accident or which leads to **Your** full recovery and has a definite end point.

**We** reserve the right to determine which medical condition has become a **Chronic** medical condition. **We** will not pay for more than 180 days of **Treatment** for any medical condition in a **Policy** year.

### **Customary and Reasonable Fees**

**We** will pay for eligible **Customary and/or Reasonable** fees. By this **We** mean the expected fees charged for **Treatment**, facilities or equipment, based on the fees charged to the majority of **Our** members for those services in that location over the last 12 months.



## Level of Cover

### **Recognised Treatment and Recognized Providers**

**Treatment** for **Your** medical condition must be clinically appropriate and consistent with recognized medical practice standards, at the time of **Treatment**.

**General Practitioners**, consultants and **Complementary** medical practitioners must be licensed to practice medicine in the Maltese Islands.

## General Exclusions

We shall not pay benefits towards the following, as they are excluded from Your Policy.

<b>Addictive disorders</b>	Any <b>Treatment</b> related to or arising from addictive conditions whether or not resulting from psychiatric disorders, alcohol abuse, drug or any kind of substance misuse, smoking or eating disorders.
<b>Ageing, menopause and puberty</b>	<b>Treatment</b> to relieve symptoms caused or associated with any natural physiological cause.
<b>AIDS and HIV</b>	<b>Treatment</b> for or arising from Human Immunodeficiency Virus (HIV) or Acquired Immunodeficiency Syndrome (AIDS).
<b>Allergies and allergic disorders</b>	<b>Treatment</b> arising from allergic disorders
<b>Appliances</b>	The cost of providing and fitting external <b>Appliances, Prosthesis</b> or corrective devices. For example hearing aids, spectacles, crutches, frames and continuous positive airways pressure (CPAP).
<b>Artificial life maintenance</b>	Where such <b>Treatment</b> will not result in <b>Your</b> recovery.
<b>Chronic conditions</b>	<p>A <b>Chronic</b> condition is a disease, illness or injury which has at least one of the following characteristics:</p> <ul style="list-style-type: none"><li>• Does not respond to <b>Treatment</b>, has no known cure, reoccurs and leads to permanent disability</li><li>• Needs prolonged supervision, monitoring and <b>Treatment</b></li><li>• <b>Treatment</b> to temporarily relieve any symptoms of a medical condition</li><li>• Requires <b>You</b> to be specially trained or rehabilitated</li><li>• Monitoring of a stabilized medical condition</li></ul> <p><b>We</b> reserve the right to determine when a medical condition has become a <b>Chronic</b> condition. <b>We</b> are not obliged to pay the ongoing costs of continuing or similar <b>Treatment</b>. This is the case even where <b>We</b> have previously paid for this type of or similar <b>Treatment</b>.</p>



## General Exclusions

<b>Conflict and disaster</b>	<b>Treatment</b> for any illness, disease or injury resulting from nuclear or chemical contamination, war, riot, revolution, acts of terrorism, civil disturbance or any similar event.
<b>Contraception and sterilization</b>	We do not pay for <b>Treatment</b> or investigations related or associated with contraception and sterilization, or its reversal or any consequences of them.
<b>Congenital condition</b>	<b>Treatment</b> and/or correction of any congenital deformity, disease, illness or injury present at birth, after the first fourteen days.
<b>Convalescence and admission for general care</b>	Hospital/clinic accommodation when it is used for the following purposes: <ul style="list-style-type: none"> <li>• Convalescence, supervision, pain management or receiving general nursing care which do not require <b>You</b> to be in hospital.</li> <li>• Any <b>Treatment</b> in a nursing home, hospital and clinic which effectively become <b>Your</b> place of domicile or permanent abode.</li> </ul>
<b>Cosmetic or reconstructive treatment</b>	<b>Treatments</b> and complications to remove healthy or non-diseased tissue, whether or not for psychological or medical reasons.  Benefit may be available for <b>Treatment</b> to restore function or <b>Your</b> appearance after an accident, or as a result of surgery for cancer, provided that this is part of the original <b>Treatment</b> for the accident or cancer, provided that <b>You</b> have been continuously covered under that <b>Plan</b> before the accident or cancer occurred. <b>You</b> must obtain <b>Our</b> written approval before receiving the <b>Treatment</b> .
<b>Deafness</b>	<b>Treatment</b> arising from deafness or partial hearing loss caused by maturity or aging.



## General Exclusions

<p><b>Dental treatment and gum disease</b></p>	<p><b>Treatment</b> of any orthodontic, periodontal, dental condition or prosthetic dental work, including dental implants, except surgically removal of a complicated buried or impacted wisdom tooth root. In the case of an impacted wisdom tooth, cover will be provided as long as the insured person has been continuously covered under the <b>Policy</b> for at least two years before the symptoms are noticed. The intervention must be carried out by an oral and maxillofacial surgeon.</p> <p>Surgical operations for the <b>Treatment</b> of bone disease when related to gum disease or damage, or <b>Treatment</b> for tempomandibular joint.</p>
<p><b>Developmental delay</b></p>	<p><b>Treatment</b> for developmental problems including learning difficulties, behavior problems and problems related to physical developments.</p>
<p><b>Donor organs</b></p>	<p>The cost of collecting a donor organ, or removing an organ from <b>You</b> for transplant including any administration involved or investigations done before the operation.</p>
<p><b>Experimental treatment</b></p>	<p><b>Treatment</b> or drug therapy which has not proved to be medically effective and in <b>Our</b> opinion is experimental or unproven.</p>
<p><b>Eyesight</b></p>	<p><b>Treatment</b> to correct long or short sight or stigmatism together with laser <b>Treatment</b>, any optical aids, including but not limited to spectacles, magnifiers and filters.</p> <p><b>Treatment</b> to change the refraction of one or both eyes (laser eye correction) including refractive keratectomy (RK) and photorefractive keratectomy (PRK), macular degeneration and similar conditions. However <b>We</b> will pay for corrective eyesight surgery consequent of an accident.</p>
<p><b>Foot care</b></p>	<p><b>Treatment</b> for corns, calluses or thickened or misshapen nails.</p>

## General Exclusions

<b>Health Hydro and spas</b>	Charges for <b>Treatment</b> or services for health hydro, spas, nature cure clinics or any similar establishment that is not a hospital, even if they are registered as a hospital/clinic and/or <b>You</b> have been referred by <b>Your</b> consulting doctor.
<b>Hospital/clinic fees for out-patient services</b>	<b>Out-patient</b> hospital/clinic fees.
<b>Hormone replacement therapy and bone densitometry</b>	Hormone replacement therapy and directly related conditions or bone densitometry.
<b>Infertility treatment</b>	<b>Treatment</b> or investigations required because of or in connection with any form of infertility, assisted reproduction, impotence or sexual dysfunction.
<b>Medical reports</b>	Any fees for completion of claim forms and medical reports.
<b>Palliative care</b>	Any <b>Treatment</b> which is administered to temporarily relieve a medical condition rather than cure it.
<b>Pandemic</b>	A sudden outbreak that becomes very widespread and affects a whole region, country, a continent or the world.
<b>Personality disorders</b>	<b>Treatment</b> of personality disorders, including but not limited to schizoid or histrionic personality disorders.
<b>Policy excess</b>	The first part of any claim for which <b>You</b> are responsible, where applicable.
<b>Pre-existing conditions</b>	If <b>Your</b> cover is subject to medical underwriting, <b>We</b> will not pay benefit for investigations and <b>Treatment</b> of any medical condition that occurred before the start date of <b>Your Policy</b> . <b>We</b> reserve the right to impose terms for medical conditions which should have been disclosed on <b>Your</b> proposal form.
<b>Pregnancy and child birth</b>	Investigations, <b>Treatment</b> or any conditions arising from pregnancy, pregnancy checkups, normal birth and elective caesarean.



## General Exclusions

<b>Prescribed out-patient drugs and dressings</b>	Prescribed <b>out-patient</b> drugs and dressings unless benefit is available on the chosen <b>Plan</b> .
<b>Preventive screening</b>	Preventive screening procedures, tests and vaccinations. These include, but are not limited to, screening procedures including familial conditions, cervical smears, colonoscopy, mammograms, prostate test, well person health checks, vaccinations, immunization and osteoporosis screenings (bone densometry).
<b>Professional or hazardous sports</b>	<b>Treatment</b> which arises from, or is in any way attributable to, injuries sustained as a result of participating in <b>Professional Sports</b> or hazardous sports or activities, including but not limited to the following: motor racing, mountaineering, off piste skiing, parachuting, rugby, potholing, private aviation, rock climbing, horse riding or diving.
<b>Prophylactic surgery</b>	Preventive measures against future possible disease or illness. Any surgery to remove an organ or gland that has no sign of a disease in an attempt to prevent development of a disease.
<b>Psychiatric treatment</b>	<b>Treatment</b> for anxiety, depression, stress, mental illness, psychiatric disorders, psychological disorders, self-inflicted injury or attempted suicide.
<b>Rehabilitation</b>	Accommodation, general nursing care and ancillary charges for rehabilitation and/or convalescence.
<b>Renal dialysis</b>	<b>Treatment</b> for or associated with kidney dialysis for more than six weeks before and/or after a kidney transplant. Regular or long term kidney dialysis in <b>Chronic</b> or end-stage kidney failure.
<b>Repatriation of mortal remains</b>	The assistance and costs of arranging for <b>Your</b> body to be taken back to Malta or <b>Your</b> country of origin.
<b>Sexually transmitted diseases</b>	<b>Treatment</b> for sexually transmitted diseases or infections.
<b>Sexual problems and gender reassignment</b>	<b>Treatment</b> for any sexual problems, including impotence (whatever the cause) and sex change or gender reassignments.

## General Exclusions

<b>Sleep disorders</b>	<b>Treatment</b> for sleeping disorders including insomnia, snoring, sleep apnea or any other related problems.
<b>Special terms – Exclusions/restrictions</b>	Any <b>Treatment</b> / conditions specifically excluded as shown on <b>Your Policy Schedule</b> or other correspondence sent by <b>Us</b> .
<b>Speech disorders</b>	Any speech disorders, except for medically necessary short term therapy given by a qualified therapist who takes place during or immediately following <b>Treatment</b> of an <b>Acute</b> condition, such as stroke.
<b>Travel costs for treatment</b>	Any travel costs to receive <b>Treatment</b> , unless covered by the local <b>Road Ambulance</b> benefit. <b>We</b> also do not pay for travel time or the cost of any transport expenses charged by a medical practitioner to visit <b>You</b> .
<b>Unrecognised Practitioners and Hospitals</b>	<p><b>Treatment</b> provided by a medical practitioner who is not recognized by the relevant authorities in the country where the <b>Treatment</b> takes place as having specialized knowledge, or expertise in, the <b>Treatment</b> of the disease, illness or injury being treated.</p> <p><b>Treatment</b> provided by anyone residing with <b>You</b> or who is a member of <b>Your</b> immediate family.</p>
<b>Weight management</b>	Any <b>Treatment</b> or fees charged for obesity, weight management and control.



# General Conditions

## **Policy Term**

This **Policy** is an annual contract and is effective for twelve months from the commencement date. The **Policy** can be renewed each year on the renewal date. Renewal terms will be notified to **You** in **Your** renewal notification.

## **Premium Payment**

**Premiums** due are to be paid either on, or before the commencement date, or the renewal date. However, as **Your Policy** is an annual contract **You** are responsible for the whole years' **Premium** even if **We** have agreed that **You** may pay by quarterly **Premium**. Failure to pay overdue **Premium** will result in automatic termination of **Your** cover.

If **You** are a member of a group **Plan**, **Your Group Sponsor** has to pay any and all **Premiums** due to Elmo Insurance Ltd under the **Group Agreement**. The renewal of **Your Policy** is subject to **Your Group Sponsor** renewing the group **Plan** under the **Group agreement**.

## **Taxes**

**We** reserve the right to reflect any changes in insurance **Premium** tax or other government levies as may be imposed upon **Us**.

## **Country of Residence**

**You** and/or any of **Your Dependants** must be habitually residents and actually living in Malta for more than 180 days in a **Policy** year. If **You** change **Your Country of Residence** **You** must inform **Us** immediately. If you fail to inform **Us** that **You** and any of **Your Dependants** no longer reside in Malta, **We** shall have the right to cancel **Your Policy**.

## **Giving Full Information – Proposal Form and Claim Form**

The **Policyholder** is responsible to supply **Us** with any medical information requested and for ensuring that to the best of his knowledge and belief, the information given to **Us** about every person included on his proposal form or claim form is true, accurate and complete. In the event of failure by the **Policyholder** to provide **Us** with true, accurate and complete information or to disclose any material information, **We** reserve the right to refuse the proposal or any future proposals submitted by the **Policyholder** or any other person included in the proposal, to cancel the policy or to repudiate any claims made under the policy.



## General Conditions

### Exclusions, Restrictions and Discounts

We may apply special terms to **Your Policy** including, but not limited to the following:

- Exclusions of specific medical conditions
- Restrictions on particular benefits and
- Discounts or additional **Premiums** on the published **Premium** rates

Any special terms will be confirmed in writing by **Us** at the time of commencement of cover or at **Renewal Date**.

### Alterations

At each **Renewal Date**, **We** reserve the right to alter or discontinue the benefits, terms, discounts, conditions and **Premiums** of this **Policy** and **We** shall notify **You** of such changes at least 21 days prior to the **Renewal Date** to **Your** last known address. If **You** fail to receive such notice for whatever reason this shall not invalidate the change.

### Cancellation

If **You** or **Your Group Sponsor** are not entirely satisfied with the **Policy** provided, **You** or **Your Group Sponsor** may, within 30 days of receipt of the **Policy Schedule**, return **Your Policy Schedule** together with a cancellation notice and provided that **You** or any of **Your Dependants** have not claimed under the **Policy**, any **Premium You** or the **Group Sponsor** have paid will be returned.

We cannot backdate the cancellation of **Your Policy**.

If **Your Policy** has been cancelled for whatever reason, and **You** decide to apply again, **We** reserve the right to apply any exclusion clauses and/or special terms **We** may deem necessary to any existing and or **Pre-Existing Conditions** at the date of application even if such conditions were previously covered under the **Company's** group **Plan**. No insured person shall have automatic right to continue the cover with **Us**.

Upon death of the **Policyholder** or a **Dependant**, **We** should be notified immediately. **We** shall refund any **Premium** paid for the remaining period of cover, as long as no claims have been submitted on their behalf.

**We** may cancel **Your Policy** or that of **Your Dependants** on the **Plan**, at any time if there is reasonable evidence that any person or group concerned has failed to act with utmost good faith, mislead **Us** by misrepresentation, or attempted to mislead **Us**. **You** shall be notified in writing and **We** reserve the right not to refund any **Premium** that has been paid.

### Group Insurance Policies

If **You** have joined the health insurance **Plan** through a **Group Sponsor**, **You** are therefore one of a group member, normally the **Company** that **You** work for. The agreement is between **Your Group Sponsor** and **Us** who have legal rights under this agreement and only **We** can enforce it. This means that there is no legal contract between **You** and **Us**.

### Contract Clause

The Contract of Insurance shall for all intents and purposes be deemed to be a Maltese Contract and shall be governed by and according to Maltese Law and subject to the exclusive jurisdiction of the Maltese Courts.

### Maltese Jurisdiction Clause

The Insurers' indemnity provided by this **Policy**, shall apply only to judgments or orders that are delivered or obtained from a Court or in arbitration within the Maltese Islands. Furthermore, the aforesaid indemnity shall not apply to a judgment or order obtained in Malta for the enforcement of a judgment or arbitration award obtained elsewhere or to costs and expenses of litigation recovered by any claimant from the Insured, which costs and expenses of litigation are not incurred in the Maltese Islands.

### Arbitration

All differences arising out of the **Policy** shall be referred to the decision of an Arbitrator appointed under the current statutory provisions within one month after a written request by **You, Us** or the **Group Sponsor**. An award must be made by the Arbitrator before any court proceedings can be started against **Us**. If **We** refuse liability for a claim, and this claim is not referred to Arbitration within the period as defined by legislation, the claim shall be deemed to have been withdrawn and cannot subsequently be revived.

### Liability

**We** shall not be responsible for any loss, damage, illness and / or injury, that may occur as a result of any action carried out directly or through a third party, to assist in the provisions of services covered by these terms and conditions.

### Right of Recovery

**You** must inform **Us** immediately if another insurance **Policy** covers the **Treatment You** are claiming for or if benefits are claimed for **Treatment** to an insured whose injury or medical condition was caused by some other person (the third party). **We** would require full details of the other insurer / third party and **We** will pay **Our** proportion of the claim. **You** agree that all rights of recovery that **You** may have are **Subrogated** to **Us**.

### Protection and Compensation Fund

The Protection and Compensation Fund is a special fund which was established in terms of the Protection and Compensation Fund Regulations, 2003. The aims of the fund are: (i) to pay for any claims against an insurer which have remained unpaid because the insurer became insolvent. These claims must be in respect of protected risks situated in Malta or protected commitments where Malta is the country of commitment; and (ii) to compensate victims of road traffic accidents in certain specified circumstances. Limited compensation may be available under the fund if the insurer becomes insolvent and unable to meet its obligations under the insurance contract. Further information about the fund may be accessed through the following link: [mymoneybox.mfsa.com.mt/consumer-advice/insurance/protection-of-policyholders](http://mymoneybox.mfsa.com.mt/consumer-advice/insurance/protection-of-policyholders).



## General Conditions

### Changing Your Level of Cover

Upon renewal **You** may change **Your Plan** or level of cover and increase benefits. **You** will then be entitled to these benefits for new medical conditions that arise after the effective renewal date. However, benefits for medical conditions that originated under **Your** previous level of cover will continue to be limited to the previous level.

### Adding a new born child

Children will be accepted from birth, provided **We** receive a completed proposal form within 30 days from birth.

### Information Requests

**We** may need the **Policyholder** to provide **Us** with information which **We** may require in order to administer the **Policy** or to process claims. In such case, the **Policyholder** is expected to cooperate fully with **Us** by providing **Us** with the information requested, including where such information relates to **Dependants** on the **Policy**.

### Sanction Limitation and Exclusion Clause

The Company shall not be deemed to provide cover and shall not be liable to pay any claim or pay any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union.



## Making a Claim

Please follow the guidelines hereunder to help **Us** process **Your** claim promptly and efficiently.

Contact **Our** dedicated health claims department on 23430000 and **We** shall be able to advise **You** accordingly.

### **Necessary documents to submit a claim**

- Claim Form fully completed and signed by the **Policyholder**, **General Practitioner** and Consultant where applicable
- Original receipts/invoices
- Copy of all results of tests performed
- If the claim includes blood tests, an itemized list of the tests

A claim form must always be fully completed by the **Policyholder** and the **Treatment** providers. It is important that all necessary documents are attached and sent to **Us** within three months of the date of **Treatment**. **We** reserve the right to reject claims which are not submitted within this period.

Photocopies of invoices are not accepted and **We** do not return any original documents such as invoices or medical reports.

## Pre-authorising in-patient and day-patient treatment

Once **You** know that **You** might need **Treatment**, please contact **Us** immediately on 23430000 or e-mail **Us** on [health@elmoinsurance.com](mailto:health@elmoinsurance.com) so that **We** pre-authorize **Your Treatment**, subject to the terms of **Your Policy**. **We** will then send **You** a **Treatment** guarantee form confirming **Your** cover.

Once **We** confirm direct settlement for eligible and medically necessary **Treatment**, the hospital would claim expenses directly from **Us** and **We** would settle medical bills on **Your** behalf. If requested additional information is not given to **Us**, by **You**, **Your** consultant or the hospital, **We** would not be in a position to pre-authorise **Your Treatment**.

May **We** advise **You** to confirm with the hospital that they have received **Our** written authorisation before undergoing **Treatment**. If **You** are taken to hospital in an **Emergency**, it is important that **You** or the hospital contacts **Us** immediately.

The direct settlement facility is only available on **Our** full refund **Plans** for **In-patient** and **Day-patient Treatments**, MRI, CT or PET Scans.

**Your** pre-authorization will specify any approved length of stay for **In-Patient Treatment**. If **Your Treatment** takes longer than this approved length of stay, then **You** must contact **Us**.

Please note that pre-authorisation is only valid if all the details of the authorised **Treatment**, including dates and locations match those of the **Treatment** received. If further **Treatment** is required, or if any other details change, then **You** must contact **Us**. We reserve the right to withdraw our decision if additional information is withheld or not given to **Us** at the time the decision is being made.

**Treatment** must take place within 31 days from the pre-authorisation date.

**We** shall not be able to confirm direct settlement for **Treatment** received within the first three months of commencement of cover.

Please ensure that **You** inform **Us** at least five working days prior to admission or **Treatment**. If **Your Treatment** is not pre-authorised by **Us**, **We** reserve the right to decline **Your** claim.

## International claims

This section contains information which relates to international claims and is only applicable to International Plans, which offers worldwide cover excluding USA & Canada.

### **What to do in case of overseas emergency Treatment**

In case of a sudden on-set of a medical condition or an injury which requires **You** to be admitted to a hospital as an in-patient while **You** are away from Malta, **You** may contact our service providers – Global Response Ltd on Telephone +44 (0) 2920 468790 or email: [assistance@global-response.co.uk](mailto:assistance@global-response.co.uk)

Global Response Ltd, operate worldwide, are multilingual and offer 24/7 emergency medical services. They are available to give **You** advice and direction in getting the **Treatment You** require. They will contact the hospitals and consult with medical advisors where necessary.

### **You will not be eligible for benefit if:**

- You make **Your** own arrangements for **Your** treatment, without contacting Global Response within 48 hours.
- **Your** medical condition does not require immediate **In-Patient Treatment**
- You need to be moved from a ship, oil-rig platform or any similar off-shore location
- **Your** injury or medical condition results from **Your** participation in **Professional or Hazardous Sports**

### **What is not covered**

In addition to the general **Policy** exclusions, **Your** plan also excludes the following:

- Emergency evacuation cover
- Assistance cover
- Repatriation of mortal remains

*All other policy terms and conditions in this policy document apply.*



## Other Claim Information

### Further details

We may request **You** to provide **Us** with further details about **Your** medical condition, **Treatment** or investigations. We do not pay for the cost of these reports and it is **Your** responsibility to provide this additional information.

### General Practitioner referral

A **General Practitioner** must always be consulted for each new medical condition. All **specialist** consultations must be referred by a **General Practitioner**. The only exception is for consultations with a gynecologist or a pediatrician for children under the age of 7 years.

- Claim forms with back-dated **General Practitioner** referrals will be rejected
- We may require another **General Practitioner** referral to seek **Specialist** advice, if **Your** condition persists for over three months

### Advanced imaging – MRI, CT and PET Scans

We pay for magnetic resonance imaging (MRI), computed tomography (CT) and positron emission tomography (PET) only when referred by **Your** consultant **Specialist**.

### Independent medical practitioner

We may appoint, at **Our** expense, an independent medical practitioner, for the purpose of advising **Us** with issues related to **Your** claim. We reserve the right not to pay the claim if **You** fail to co-operate.

### Policy excess

The specified monetary amount payable by an insured person in respect of expenses incurred before any benefit is paid under this **Policy** if applicable. The **Policy Excess** applies per person per **Policy** year and is applied to **In-patient**, **Day-patient** and **Out-patient** expense.

### Contribution

**You** must inform **Us** immediately if another insurance **Policy** covers the **Treatment** **You** are claiming for. We will require full details of the other insurer and We will pay **Our** proportion of the claim. **You** must agree that all rights of recovery that **You** may have are **Subrogated** to **Us**.



## Other Claim Information

### Claiming for treatment when others are involved

If **You**, or a **Dependant** has submitted a claim for treatment of an injury or disease when somebody else is at fault, (such as in the case of injuries following a car accident), **You** must inform **Us** as soon as possible.

### Ex-gratia payments

At **Our** sole discretion, **We** may agree, as an exception, to pay an ex-gratia payment under **Your Policy** and it will be deducted from **Your** benefits. **We** will not be liable to pay any related future claims.

### Who we will pay

**We** can make payments to the **Treatment** provider, or **You** the **Policyholder**, for **Treatment** that **You** or **Your Dependants** received, or to the executor or administrator of the member's estate.

If **We** overpay **You** for any claims that **You** have submitted, **We** reserve the right to request a refund from **You** or deduct the amount from any future claims.

### Change in procedure

**We** reserve the right to change the procedure for submitting a claim. In such case, **You** will be notified in writing immediately or upon renewal.

### We will not be liable for any of the following:

Failure or delay in providing the service if:

- by law the service cannot be provided in the country in which it is need
- any reason beyond **Our** control, including but not limited to strikes, flight conditions and /or visa restrictions, impedes the provision of the service



## DATA PROTECTION

**WHO WE ARE** Elmo Insurance Limited (C-3500) of Elmo, Abate Rigord Street, Ta' Xbiex, XBX 1111, Malta ("We/Us/Our") is the data controller in relation to personal information which We hold about You ("Personal Data"). Queries relating to data protection matters may be referred to Our Data Protection Officer at: The Data Protection Officer, Elmo Insurance Limited, Abate Rigord Street, Ta' Xbiex, XBX 1111, Malta or at: dpo@elmoinsurance.com.

**OUR COMMITMENT** We highly value the trust that You place in Us and We are committed to protect the security of Your Personal Data and to ensure that Your rights according to data protection Law are safeguarded.

**INFORMATION WE HOLD ABOUT YOU** As data controllers, We may collect, store and use the following categories of Personal Data:

- Basic Personal Data, such as: Your name and surname; identification document details; date of birth; mail address; contact details; banking details; occupation and signature;
- Information about Your insurance requirements, such as: details about the subject matter to be insured and details about persons to be covered by Our insurance products;
- Additional information, such as: accident, loss or claims history; creditworthiness; no claims bonus; insurance history (including: previous special underwriting conditions imposed and decline of cover); annual income and matters relating to the prevention, detection and/or suppression of fraud, money laundering and terrorism and Your marketing preferences;

We may also collect, store and use the following "special categories" of more sensitive Personal Data, such as: current and past health information; pre-existing health conditions or injuries; medication; medical treatment; surgical procedures; hereditary disease, illness or condition; and smoking or drug abuse history.

**HOW WE WILL PROCESS INFORMATION ABOUT YOU** We will only process Your Personal Data when the Law allows Us to. Most commonly, We will use Your Personal Data in the following circumstances:

- Where We need to perform the contract which We have entered with You;
- Where We need to comply with a legal obligation; and
- Where it is necessary for Our legitimate interests, or those of third parties, provided that such legitimate interests are not overridden by Your interests or fundamental rights and freedoms which require the protection of Personal Data.

We may also process Your Personal Data in the following situations, which are likely to be rare:

- Where We need to protect Your vital interests or the vital interests of another person;
- Where it is required in the public interest or for official purposes.

**IF YOU FAIL TO PROVIDE PERSONAL DATA** If You fail to provide certain Personal Data when requested, We may not be able to perform the contract We have entered with You or We may be prevented from complying with Our legal obligations.

**HOW WE USE PARTICULARLY SENSITIVE PERSONAL DATA** Special categories of Personal Data require higher levels of protection. We need to have further justification for collecting, storing and using this type of Personal Data. We may process special categories of Personal Data in the following circumstances:

- In limited circumstances, with Your explicit written consent;
- Where We need to carry out Our legal obligations;
- Where it is needed in the public interest;
- Where it is needed to assess Your working capacity on health grounds, subject to appropriate confidentiality safeguards;
- Where it is needed in relation to the exercise or defence of legal claims.

Less commonly, We may need to process sensitive Personal Data where it is needed to protect Your vital interests or the vital interests of other persons and You are not capable of providing consent or where You have already made the information public.

We will not use Personal Data for any other purpose which is incompatible with the purposes described in this Notice, unless such use is required or authorised by Law, authorised by You or is in Your own vital interest (such as in the case of medical emergency).

**HOW WE MAY SHARE YOUR PERSONAL DATA** We may share Your Personal Data within Our different departments, Our affiliated companies and Our service providers, including assistance and road assistance service providers. This is generally required for the performance of Our contract

with You; in order to identify products which may be of interest to You; for pricing and underwriting purposes; for marketing purposes; and for claims management purposes. Moreover, We may share Your Personal Data to prevent, detect and/or suppress fraud and in order to be able to comply with Our legal obligations.

We may also share Your Personal Data with third parties, including: insurance undertakings; insurance intermediaries; reinsurers; medical professionals; legal professionals; hospitals and clinics; surveyors, architects, loss adjusters and other appointed experts in the course of underwriting or claims management processes; Transport Malta; the Malta Insurance Association; the Malta Association of Credit Management (MACM) (to which We are members); Credit Info and any other credit referencing agency; the Commissioner of Police, the Financial Intelligence Analysis Unit (FIAU), tax authorities and any other body, institution or authority which is authorised to receive Your Personal Data from Us according to Law. This is generally required for the performance of Our contract with You, to prevent, detect or suppress fraud, money laundering and terrorism, to exercise or defend legal claims, and to comply with Our legal obligations. Additionally, in limited circumstances, Your Personal Data may be made accessible to third party service providers for IT system testing and maintenance purposes, and for insurance audit and actuarial purposes.

In all cases, the sharing of Your Personal Data is made subject to appropriate confidentiality safeguards.

**TRANSFER OF PERSONAL DATA OUTSIDE MALTA** We may share Your Personal Data with third parties established both within and outside the European Economic Area, subject to observance with all confidentiality safeguards applicable according to Law.

**HOW WE MAY OBTAIN PERSONAL DATA ABOUT YOU** Apart from the Personal Data which You provide Us with, We may obtain Personal Data about You from third parties to prevent, detect or suppress insurance fraud, money laundering and terrorism; to exercise or defend legal claims; and to safeguarding Our legitimate expectations in so far as this is permitted by Law. In particular, We may receive Personal Data about You from third parties who we may share Personal Data with according to this Notice; the ETARS traffic accident database; the Court Registry Database (LECAM); the Public Registry; the Registry of Companies and other entities which have authority to disclose Personal Data to Us. We may also record telephone conversations for quality and assurance purposes. Our head office and branches are equipped with CCTV cameras for security purposes.

**SECURITY** We will take appropriate measures to protect Personal Data and sensitive Personal Data, which are consistent with the applicable privacy and data security Law and regulations, including requiring third party service providers to use appropriate measures to protect the confidentiality and security of Personal Data and sensitive Personal Data.

**DATA INTEGRITY AND RETENTION** We will take reasonable steps to ensure that Personal Data and sensitive Personal Data processed by Us, is reliable for its intended use and is accurate and complete for carrying out the purposes described in this Notice. We will retain Personal Data and sensitive Personal Data for the period necessary to fulfil the purposes outlined in this Notice, unless a longer retention period is required or permitted by Law.

**YOUR RIGHTS** You have the right to object at any time to the processing of Your Personal Data. You can exercise this right by contacting Our Data Protection Officer.

You also have the right to access Your Personal Data and sensitive Personal Data, the right to correct inaccurate Personal Data and sensitive Personal Data, the right to erase Your Personal Data and sensitive Personal Data in certain circumstances, and the right to receive the Personal Data and sensitive Personal Data which You have provided to Us in a structured, commonly used and machine-readable format for onward transmission by You to another entity, without hindrance from Us. If You wish to exercise any of these rights, please contact Our Data Protection Officer. Please note however that, certain Personal Data and sensitive Personal Data may be exempt from such access, correction and/or erasure pursuant to the applicable data protection Law or other legislation and regulations.

As part of the provision of Your insurance contract, We may use automated decision making, including profiling, subject to appropriate safeguards to protect Your rights and freedoms and legitimate interests. You have the right to request human intervention to express Your point of view and to contest automated decisions.

You can also file a complaint on data protection matters with the Office of the Information and Data Protection Commissioner by following this link: <https://idpc.org.mt/en/Pages/contact/complaints.aspx>.

## Customer Satisfaction

Elmo Insurance Limited is committed to provide **You** with the highest level of service. However if **You** are not satisfied with **Our** services, please refer the matter to **Our** Complaints Officer at:

Elmo Insurance Limited  
Abate Rigord Street  
Ta' Xbiex  
XBX 1111  
Malta

Tel: 00356 23430000

E-Mail: [complaints@elmoinsurance.com](mailto:complaints@elmoinsurance.com)

**Your** complaints will be acknowledged by **Our** Complaints Officer and a response will be sent to **You** within a maximum time period of fifteen working days.

In the event that **Your** complaint remains unresolved, **You** may write to:

The Office of the Arbiter for Financial Services  
First Floor  
St Calcedonius Street  
Floriana  
FRN 5130 Malta

Freephone: 80072366

Telephone: 21249245

**You** can also download a complaint form from: [www.financialarbiter.org.mt](http://www.financialarbiter.org.mt).

This is without prejudice to any other judicial action which **You** may wish to resort to.

**You** may also seek assistance from the Malta Insurance Association with whom this company is affiliated.



## Our Standards

We aim to provide **You** with access to **Plans** that are affordable and provide for **Your** future well-being. **We** always act with the highest ethical standards of conduct and professional integrity whilst striving to meet **our** member's expectations.

We try to achieve the following service standards:

- Respond to **Your** application for a **Policy**, or to amend cover, within five working days.
- Process properly presented, eligible invoices for benefit within ten working days
- Respond to **Your** correspondence and any other **Policy** queries within five working days.

