Atlas Healthcare Plans

Your Membership Handbook

April 2022

Atlas Insurance

Supported by

AXA

Contents

Introduction

Welcome to your Health Plan Handbook. This handbook has been produced to set out all the features and benefits of the Atlas Healthcare plans designed for residents of Malta. Your membership statement will show the name of the plan which applies to you and both the membership statement and the benefits table relating to your plan should be read in conjunction with this handbook.

Your insurer Atlas Insurance PCC Limited works closely with AXA PPP healthcare Limited who reinsures your policy. This partnership allows you to enjoy a number of benefits including a 24/7 health information helpline and depending on your plan, access to AXA Global Healthcare's network and Provider Finder tool, international emergency medical assistance service and second medical opinion service.

If you move away from Malta and would still like to be covered by Atlas, please give Atlas Healthcare a call for information about options available.

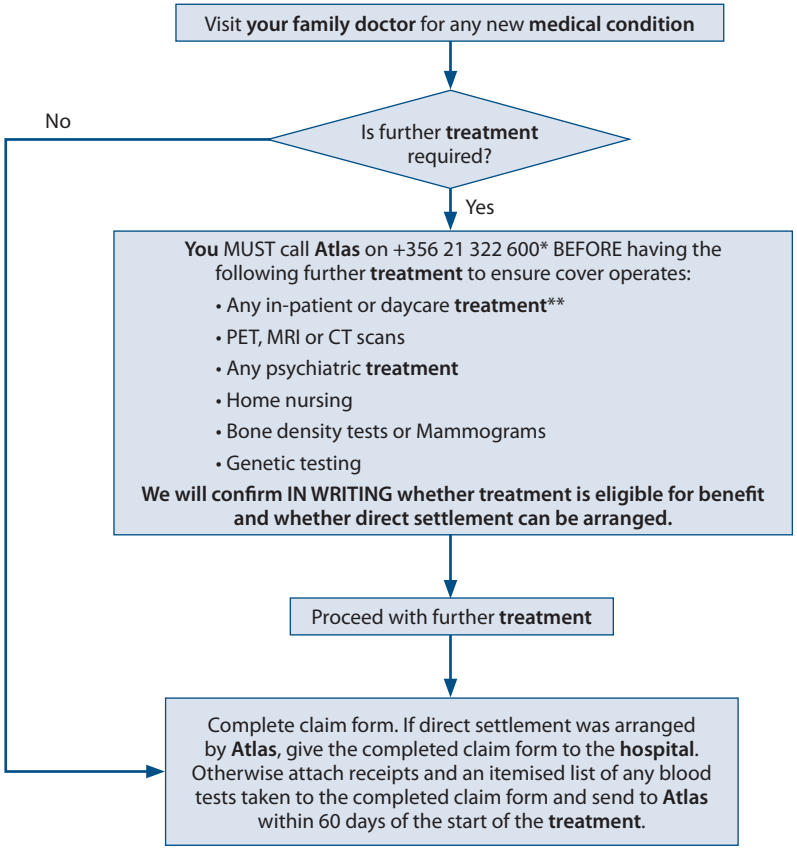
As with all insurance policies, your Atlas Healthcare policy is there to cover you for costs arising from an unforeseen event. For healthcare insurance this means the cost of eligible treatment resulting from an unexpected accident, illness or injury.

At Atlas Healthcare we are always aware that behind every claim there is a person who needs help and assistance. You can rest assured that Atlas Healthcare, as agents for Atlas Insurance PCC Limited, will be there to support you in the coming year.

Thank you for choosing Atlas Healthcare.

Bold words: Words in bold in this handbook have particular meanings as set out in Section 10 'Definitions' where the meanings are explained.

1 Arranging treatment and making a claim



*After office hours for EMERGENCY **HOSPITAL** ADMISSIONS ONLY we can be contacted on +356 21 322 600 on a 24/7 basis.

FOR INTERNATIONAL EMERGENCY evacuation or repatriation services, if cover applicable, call +356 21 322 600.

Calls may be recorded for quality and assurance purposes.

Before **you call **us** for pre-authorisation of a planned hospital operation please have handy:
• Details of the **medical condition**
• **Treatment** planned including Operation Code which surgeon or **hospital** will help **you** with
• Expected date of **treatment**
• Name of the surgeon and **hospital**

Pre-authorisation can also be carried out online on www.atlas.com.mt/claims/health-claims/
For details of local opening hours please logon to www. https://www.atlas.com.mt/contact/locate-branch/?b=5262

Family doctor referrals and claim forms

We would recommend that **you** use one family doctor who keeps medical records for continuation of care. **Your family doctor** will have a clearer understanding of the appropriate **treatment** for the **medical condition** and who should give it. Remember, if **you** need a **specialist** consultation or other **treatment you** must be referred by **your family doctor**. Visit **our** website at www.atlas.com.mt to obtain a claim form or ask **us** to send **you** one by post.

Call us before having treatment (Pre-authorisation)

You do not need to telephone **us** before receiving out-patient **treatment** except for the out-patient **treatments** listed on the claims flow chart.

Emergency treatment

If the **treatment** is given as an emergency, then **you** may not be able to telephone **us** beforehand. Do, however, ask somebody to telephone **us** as soon as possible and make sure **your** membership details and proof of identity are given to the provider so that they can contact **us** straight away. **Our** authorisation must be sought and given before **you** are discharged otherwise **you** may be required to pay the entire cost of **your** admission.

Direct settlement of bills for in-patient and daycare treatment

When **you** become an **Atlas Healthcare** member **you** will have access to a list of **hospitals**. These are **hospitals** with which, depending on the type of **plan you** have, **we** can arrange direct settlement. This means that **we** can settle **hospital** bills directly with these **hospitals** on **your** behalf subject to the terms of **your plans** and providing that **treatment** has been pre-authorised by **Atlas Healthcare**. This in turn will save **you** from having to make a pre-payment on admission. The facilities listed may change from time to time so **you** should always check with **us** before arranging any **treatment**.

If the **hospital** to which **you** are to be admitted is not contained in the **directory of hospitals**, **we** may still be able to settle **your** expenses directly.

So

1) If **you** are receiving **treatment** in any part of the network at **your** disposal, **you** must always identify **yourself** as an **Atlas Healthcare member** to ensure that **you** enjoy the advantages of negotiated rates. Failure to ensure that the listed **hospital** recognises **your** entitlement to **our** discounted services may result in **you** being required to pay any difference between the invoice value and **our** negotiated price.

2) **We** advise **you** to confirm with the **hospital** that it has received **our** written authorisation before **you** undergo **treatment**. If it has not **you** must contact **us** immediately.

3) Depending on **your** underwriting terms, **we** may be unable to confirm direct settlement of bills for in-patient or daycare **treatment** received within the first three months of becoming an **Atlas Healthcare member** unless **we** have agreed otherwise in writing. In these cases, **we** will consider arranging for direct settlement if **you** call **us** two weeks prior to receiving **treatment**.

Failure to confirm **our** reasonable and customary rates prior to receiving **treatment** particularly in countries where government price controls exist, may mean **you** will be liable for a greater shortfall than would otherwise be the case. **You** must ask **your** chosen provider for details of any such controlled rates and contact **us** prior to undergoing **treatment** so that **we** can confirm what **we** will be able to pay under the terms of **your policy**.

If **you** sign any commitment with any **hospital** without pre-authorising the **treatment** and costs with **us** in writing **we** will only pay the reasonable and customary charges. Any differences between the amount charged and **our** reasonable and

customary charges will be **your** responsibility to pay.

Please remember that in the case of out-patient bills, **hospitals** will ask **you** to pay when **you** attend and should give **you** a fully itemised receipted bill to send to **Atlas** for a refund.

Reasonable & customary charges

We will not pay charges which are not reasonable or which are higher than those customarily made. This rarely happens but it is obviously important that **we** should only pay fees that are at the level normally charged. **Our** decision will reflect both domestic and international practice where appropriate and cost of living indices. Through experience **we** have established what is generally charged for all the procedures that **we** cover and **we** query any charges which are above that normal range. **Our** schedule of benefits for medical fees is also available on **our** website. Refer also to paragraph 3.42 unreasonable charges.

Our position on pre-existing medical conditions

Private healthcare insurance is designed primarily to provide cover for new medical problems arising after joining. Depending on **your** underwriting terms, pre-existing **medical conditions** may be excluded. However, certain conditions which are unlikely to recur may be covered.

For **us** to determine whether **treatment** of a condition will be eligible for benefit, each **member** must, if required by **us**, have completed a full medical declaration, in detail, when first applying for any level of cover. Upon completion of a full medical history declaration **your** membership statement will clearly show the **medical condition(s)** for which **you** are not covered for **treatment**. **We** may ask for a medical report, at **your** own cost, to clarify the status of any **medical condition**.

No **treatment** of any pre-existing conditions, whether **chronic** or not, will be eligible for benefit at any time if the condition has not been declared to **us** on the **member's** original application form and **we** have agreed in writing to cover the condition or **we** have agreed in writing that there was no need to declare it. Refer also to paragraph 3.22 pre-existing conditions and paragraph 7.2 **Our** options if **you** break the terms of this **policy**.

Our position on routine treatment

As **you** would expect, private healthcare insurance is designed to pay for **treatment** of unforeseen disease, illness or injury. Routine or preventive care, while it is to be encouraged, cannot be paid for by **your** insurance **policy** as this is designed to cover the diagnosis and/or cure of an unforeseen condition. Therefore eye tests, ECGs, blood tests, bone-density scanning, smear tests, mammograms, colonoscopies and other such tests carried out on a routine basis, as part of a screening programme or because a certain age has been reached are not covered under **your policy** unless specifically provided for and no payment can be made. Refer also to paragraph 3.27 routine and preventive care.

Our position on continuing illness

We do not pay benefit for **medical conditions** which are likely to continue or keep recurring; **we** pay only for the initial programme of diagnosis and **treatment** intended to improve or stabilise such conditions. **We** pay for illnesses that respond quickly to **treatment** in the short-term. Long-term control of illness is outside the scope of **our** agreement with **you**.

Where ongoing conditions are concerned **we** do, of course, try to be as helpful as **we** can. However **we** have to bear in mind that what **we** charge **our members** has to cover the cost of claims and **we** cannot, if **we** are to treat **our members** equitably, go on paying benefit for conditions which are likely to continue indefinitely or keep coming back.

Because of this **we** do not pay for routine follow-up consultations for the monitoring of **medical conditions** such as, but not limited to diabetes mellitus, multiple sclerosis or hypertension (**chronic** conditions). However if such a condition should flare up and **you** require an **in-patient** admission to **hospital** for **treatment** to bring it under control then benefit will be paid for the short period necessary to re-stabilise the condition.

We therefore stop paying benefit as soon as it becomes apparent that a **medical condition** is **chronic** in nature. In such a case special terms related to the condition and those associated with it may be added to **your policy** with immediate effect. Refer also to paragraphs 10.6 chronic and 2.1 **acute medical conditions**.

This **policy** insures the **members** against the reasonable and customary cost of **treatment** which is medically necessary and carried out by a **specialist** when the **member** is referred to one by the **member's family doctor**. The requirement for **family doctor** referral will not apply in territories where **family doctors** do not exist.

We pay for:

2.1 acute medical conditions

treatment of an **acute medical condition** and for the short term **treatment** of an **acute** episode of a **chronic** condition intended to stabilise and bring under control that **chronic medical condition**. See clause 10.6 chronic. When the **medical condition** has been stabilised **we** will stop making payments. **We** will never pay for more than 180 days **treatment** for any **medical condition** in a **year** in accordance with paragraph 3.37 time limit. **We** reserve the right to determine when a **medical condition** has become **chronic** or recurrent in nature and apply special terms to **your policy** in respect of this with immediate effect;

2.2 benefits for which premium has been paid

costs incurred during a period for which the premium has been paid;

2.3 complications of pregnancy

Complications of pregnancy when the pregnancy or childbirth

i) is complicated by a **medical condition** needing **treatment** during and/or after pregnancy or childbirth; and

ii) the pregnant **member** must have been insured by **us** under this **policy** for a continuous period of ten months prior to the date of delivery.

Benefit payable for such **treatment** will be limited to charges over and above those customarily made in normal cases of pregnancy or delivery. For the avoidance of doubt, where a medically necessary caesarean section is eligible for benefit, the reasonable and customary cost of a normal

delivery will be deducted from the benefit payable. Refer also to paragraph 3.23 pregnancy, childbirth and infertility;

2.4 congenital deformities and/or conditions

charges related to the **treatment** and/or correction of congenital deformities and/or conditions up to a maximum of €250,000 in a **member's lifetime**. Refer also to paragraph 3.6 congenital deformities and/or conditions;

2.5 developmental delay

treatment directed towards any developmental delay in children whether the developmental delay is physical or psychological or learning difficulties up to the first 90 days following diagnosis and only once in the **member's lifetime** regardless of the number of diagnoses or conditions.;

2.6 dialysis in preparation for kidney transplant

dialysis for up to six weeks during preparation for a kidney transplant;

2.7 genetic tests

genetic testing when it is proven to help choose the best course of drug treatment for **your medical condition**. This means that it must be recommended in the drug license for a specific targeted therapy such as HER2 testing for the use of Herceptin for breast cancer. Please call **us** before **you** have any genetic tests to confirm that **we** will cover them. **Your medical practitioner** may want to do a variety of tests and they might not all be covered. Refer also to paragraph 3.15 genetic tests.

2.8 investigations into infertility

initial investigations into the cause of infertility provided that **you** and **your** spouse/partner have been insured by **us** under this **policy** for a continuous period of two **years** at the start of these investigations and were unaware of **your** infertility or inability to conceive before **your** insurance under this **policy** began. Refer also to paragraph 3.23 pregnancy, childbirth and infertility;

2.9 in-patient rehabilitation

in-patient rehabilitation for up to 28 days per year when:

i) it follows an acute brain injury, such as a stroke; and

ii) it is part of **treatment** of an acute condition that is covered by **your policy**; and

iii) it takes place in a **hospital** or unit that specialises in rehabilitation that is included in our directory of hospitals or which we have written to confirming it's recognised by us; and

iv) a **medical practitioner** who specialises in rehabilitation is overseeing **your treatment**; and

v) **we** have agreed the costs before **you** start rehabilitiation; and

vi) the **treatment** cannot be carried out as a day-patient or outpatient, or in another suitable location

if **you** have severe central nervous system damage following external trauma or accident, **we** will extend this cover to up to 180 days of **in-patient** rehabilitation;

2.10 items listed in benefits table

charges actually incurred for items listed in **your benefits table**. These are subject to the limits shown there. Note: if **you** incur costs in excess of the limits **you** will have to pay the difference;

2.11 reconstructive surgery

if:

i) it is carried out to restore function or appearance after an accident or following surgery for a **medical condition** that was covered by your **policy**, provided that the **member** has been continuously covered under a **plan** of **ours** since before the accident or surgery happened; and

ii) it is done at a medically appropriate stage after the accident or surgery and **we** agree the cost of the **treatment**, in writing, before it is given. We do not cover **treatment** that is connected to previous reconstructive **surgery** or any cosmetic operation to a reconstructed breast;

2.12 treatment not carried out by specialists

treatment by a **family doctor** or **physiotherapist** or for the services of a **nurse** or any other **treatment** or additional benefit not carried out by a **specialist** if the **plan** covers it and then only as allowed by the **benefits table**;

2.13 state hospital admissions

charges incurred following admission to a state hospital where **you** are entitled to free **treatment** and when **you** agree to be transferred to private patient status by arrangement with a **specialist** and provided that **you** complete and sign an undertaking to pay for **treatment** charges as a private patient. Any charges incurred prior to **your** signing this undertaking and transferring to private status will not be covered.

3 What we do not pay for

Exclusions and limitations *(Please note titles are for ease of use only)*

We do not pay benefit for the following

(subject to some limited cover being available as shown):

3.1 accelerated charged particle therapies

costs of cancer therapy where charged particles are targeted into the tumor tissue at an increased speed

3.2 appliances

the costs of providing or fitting any external prosthesis or appliance such as, but not limited to, artificial limbs, spectacles, contact lenses, hearing aids, dentures, except wigs when required as part of active cancer **treatment** as detailed in the benefits table;

3.3 artificial life maintenance

the costs of artificial life maintenance for more than 60 continuous days if **you** are in a persistent vegetative state and only being kept alive by medical intervention such as mechanical ventilation;

3.4 chronic illness

i) non-surgical **treatment** of a **medical condition** or episode of ill health which does not respond quickly to **treatment** or which persists for a long period or is recurrent;

ii) the monitoring of a **medical condition** once it has been stabilised;

iii) any **treatment** which offers only temporary relief of symptoms rather than dealing with the underlying **medical condition**.

We reserve the right to determine when a **medical condition** has become chronic or recurrent in nature and apply terms to **your policy** in respect of this with immediate effect;

3.5 complications of ineligible treatment

any costs incurred as a consequence of **treatment** that is not eligible under **your policy**, including increased **treatment** costs;

3.6 congenital deformities and/or conditions

Congenital deformities and/or conditions in the case of children resulting from any method of assisted conception (except artificial insemination) or if adopted will not be covered under any circumstances;

3.7 cosmetic treatment

i) cosmetic (aesthetic) surgery or **treatment**, whether or not for medical or psychological reasons, or **treatment** that is connected to previous cosmetic **treatment** or cosmetic surgery;

ii) the removal of fat or surplus tissue from any part of the body whether or not it is needed for medical or psychological reasons (including but not limited to breast reduction and abdominoplasty);

iii) costs incurred for, or related to any kind of bariatric (weight loss) surgery or weight loss **treatment**, regardless of why the surgery or **treatment** is needed. This includes fitting a gastric band, creating a gastric sleeve, or other **treatment**.

iv) consequences of previous **treatment**, medical intervention or body modification if you had **treatment**, medical intervention or body modification previously that would not be covered by **your policy**. **We** do not cover the **treatment** or increased **treatment** costs that are:

- a result of the **treatment**, medical intervention or body modification you had previously; or
- connected with the **treatment**, medical intervention or body modification you had previously.

3.8 dangerous and professional sports

i) injuries from engaging in or training for any sport for which **you** receive a salary or monetary reimbursement, including grants or sponsorship (unless **you** receive travel costs only);

ii) **treatment** of injuries sustained from base jumping, cliff diving, flying in an unlicensed aircraft, free climbing, scuba diving to a depth of greater than 40 metres (**treatment** for injury arising out of scuba diving up to a depth of 40m is covered if you hold an appropriate diving qualification, for example PADI Professional Association of Diving Instructors, or are under the instruction of an appropriately qualified diving instructor), any activity at a height of over 5000 metres above sea level, canyoning, skiing off-piste or any other winter sports activity carried out off-piste without a skiing instructor with the appropriate qualifications;

3.9 dentistry

i) orthodontics, periodontics such as but not limited to gum disease, endodontics, preventive dentistry and general dental care including fillings and implants no matter who gives the treatment;

ii) any dental procedure except as indicated by **your benefits table**. However **we** will pay for some **surgical procedures**. **We** retain a list of these procedures in **our schedule of procedures** which **we** will send to **you** if you ask **us**;

iii) accidental damage to teeth caused by:

a. normal wear;

b. eating or drinking something, even if it contains a foreign body;

c. boxing or playing rugby (except tag rugby) without wearing suitable mouth protection;

d. brushing your teeth or any other oral hygiene procedure.

3.10 donor organs

the costs of collecting donor organs or tissue; or any related administration costs, for example, the cost of searching for a donor; or any costs towards organ or tissue donation that is not done in line with appropriate regulatory guidelines;

3.11 excess

any claim or part of a claim in respect of which **you** have to pay an excess. In this case **we** will only pay the balance of the claim after **we** have deducted the excess amount or deductible or co-insurance. Any excess that applies will be shown in **your benefits table**;

3.12 experimental drugs

the use of a drug which has not been established as being effective or which is experimental. This means they must be licensed by the European Medicines Agency (EMA) if **you** are receiving **treatment** in Europe, or the Medicines and Healthcare Products Regulatory Agency (MHRA) if you are receiving treatment in the United Kingdom, or the US Food and Drug Administration (FDA), if **you** are receiving **treatment** anywhere else in the world, and be used within the terms of that licence;

3.13 experimental treatment

treatment which has not been established as being effective or which is experimental. However **we** will pay if, before **treatment** begins, it is established that the **treatment** is recognised as appropriate by an authoritative medical body (this means procedures and practices must have undergone appropriate clinic trial and assessment and be sufficiently evidenced in published medical journals) and **we** have agreed with the **medical practitioner** and the **hospital** what the fees will be. Nor will **we** pay for complications that arise as a result of authorised or unauthorised unproven or experimental **treatment**;

3.14 gender reassignment

treatment related to sexual or gender reassignment or which arises from or is directly or indirectly made necessary by a gender reassignment;

3.15 genetic tests

to check whether **you** have a **medical condition** when **you** have no symptoms or if **you** have a genetic risk of developing a **medical condition** in the future; or to find out if there is a genetic risk of **you** passing on a **medical condition** or where the result of the test wouldn't change the course of **treatment**. This might be because the course of **treatment** for **your** symptoms will be the same regardless of the result of the test or what **medical condition** has caused them or that themselves are unproven or where they are used to direct **treatment** that is not established as being effective or is unproven.

3.16 health spas/hydros

any charges from health hydros, spas, nature cure clinics (or practitioners) or any similar place, even if it is registered as a **hospital**;

3.17 H.R.T.

hormone replacement therapy except when it is medically indicated following related surgery by a qualified **specialist** (rather than for the relief of physiological symptoms) when **we** will pay for the consultations and for the cost of the **treatment** as shown in **your benefits table**. **We** will only pay benefits for a maximum of eighteen (18) months from the date of surgery;

3.18 kidney failure

regular or long term kidney dialysis in the case of **chronic** kidney failure. See also paragraph 2.6 dialysis in preparation for kidney transplant;

3.19 medical reports

medical reports or for the completion of claim or application forms or any part of them;

3.20 natural ageing

treatment of symptoms generally associated with the natural process of ageing. This includes **treatment** for the symptoms of puberty and menopause which are not caused by another disease, illness or injury.

3.21 out-patient drugs and dressings

out-patient drugs or dressings except those allowed for by **your benefits table**;

*Please note that **we** do not pay for standard toiletries such as, but not limited to shampoos, soaps, toothpastes, contraceptives, proprietary headache and cold cures, vitamins (even if prescribed) etc. which may be bought over the counter, without **prescription**, at a local pharmacy.*

3.22 pre-existing conditions

i) **treatment** of any **medical condition** which the **member** already had when he or she joined and/or which the **subscriber** should have told **us** about but did not tell **us** at all or did not tell **us** everything unless **we** had agreed otherwise in writing that there was no need for **you** to tell **us**. This includes any physical defect or **medical condition** or symptoms whether or not being treated and any previous **medical condition** which recurs or which the **member** should reasonably

have known about even if he or she has not consulted a **medical practitioner**;

*Please note that if **you** joined us on a Medical History Disregarded (MHD) basis, this exclusion will not apply.*

ii) upgraded benefit levels for **treatment** of any **medical condition** which arose or should reasonably have been foreseen by the **member** prior to the upgrade becoming effective. **Members** are required to declare any such **medical conditions** to **us** when requesting the upgrade. Where such a **medical condition** is or becomes apparent, benefits for such a **medical condition** will be restricted to the level of cover that would have been applicable to such a **medical condition** prior to upgrade;

3.23 pregnancy, childbirth and infertility

i) **treatment** for **your** pregnancy or childbirth except as detailed above in paragraph 2.3 complications of pregnancy;

ii) **treatment** of any **medical condition** which arises during **your** pregnancy or childbirth or **treatment** in a Special Care Baby Unit or paediatric intensive care immediately after the birth if **your** pregnancy was the result of any form of assisted conception except artificial insemination;

iii) foetal surgery, which is surgery performed on an unborn child or medical **treatment** in connection with such surgery whether undergone by the mother or the unborn child;

iv) contraception or sterilization (or its reversal) or any consequences of any of them or any **treatment** for them;

v) intentional termination of pregnancy or any consequences of it;

vi) the **treatment** of infertility (except as detailed in paragraph 2.8 infertility) including **treatment** designed to increase fertility, assisted conception, or of any **treatment** for them including post-natal care of the mother, child or children;

3.24 proton beam therapy

except for the treatment of central nervous system (brain and spinal cord) cancer or malignant solid cancers in members aged 21 and under

i. chordomas or chondrosarcomas (types of spine cancer) in the base of the skull or cervical spine (neck bones) which have not spread (metastasised)

ii. cancer of the iris, ciliary body or choroid parts of the eye (uveal melanoma) which has not spread (metastasised)

3.25 psychiatric illness

the **treatment** of psychiatric illness except as allowed for by **your benefits table** nor will **we** pay for psychiatric home nursing. No psychiatric illness benefit is payable for **treatment** received within six months from the date the **member** joined the **policy**. All other **policy** and underwriting terms will apply thereafter;

3.26 rehabilitation

day-patient rehabilitation. Nor do **we** cover **treatment** as an **in-patient** that **you** could have as an **out-patient**. This includes rehabilitation;

3.27 routine and preventive care

tests to check whether **you** have a **medical condition** when **you** have no symptoms or to check if **you** have a risk of developing a **medical condition** in the future or if there is a risk of **you** passing on a **medical condition** or tests where the result of the test wouldn't change the course of **treatment**. This might be because the course of **treatment** for **your** symptoms will be the same regardless of what **medical condition** has caused them. Preventative **treatment** or screening tests that are unproven or where they are used to direct **treatment** that is not established as being effective or is unproven. Preventative **treatment**, such as preventative mastectomy, or any other preventative **treatment** to see whether **you** have a **medical condition** if **you** do not have any symptoms, vaccinations, general chiropody or foot care (including but not limited to gait analysis for the provision of orthotics) even if carried out by a surgical podiatrist/podologist, routine screening tests and preventive medical examinations including routine follow-up consultations and tests except as allowed in **your benefits table**;

3.28 self-inflicted injuries and criminal activity

i) **treatment** which arises from or is directly or indirectly caused by a deliberately self-inflicted injury and/or condition, an attempt at suicide, or affray. In respect of affray **we** will only consider claims where there is clear evidence in an official police report that the **member** was not the aggressor;

ii) **treatment** arising from **your** active involvement in criminal activity;

3.29 sexual dysfunction

treatment of impotence or sexual dysfunction or anything related to them;

3.30 sexually transmitted infections

treatment of sexually transmitted infections or any consequences thereof;

3.31 short/long-sightedness

any **treatment** to correct long or short-sightedness, astigmatism or any other refractive errors (but **we** will pay for **treatment** of astigmatism where the astigmatism arises from the surgical replacement of the lens of the eye);

3.32 social or domestic charges

any charges and other costs unrelated to treatment which are incurred for social or domestic reasons or which are not directly connected with **treatment** except as allowed in the **benefits table** such as but not limited to travel or home help costs. This includes if your **in-patient** stay is extended for a reason not related to **your treatment** and **you** could have that **treatment** as an **out-patient**. **We** do not cover the costs of home visits unless a home visit is medically necessary because of the sudden onset;

3.33 special nursing

special nursing in **hospital** unless **we** have agreed in writing beforehand that it is medically necessary and appropriate;

3.34 special terms

any **treatment** specifically excluded by the terms shown on **your** membership statement or other correspondence from **us**;

3.35 substance abuse

treatment which arises from or is in any way connected with alcohol abuse or drug or substance abuse whether or not relating to psychiatric disorders;

3.36 supplements

we do not cover any supplements or substances that are available naturally, such as vitamins, minerals and organic substances.

3.37 time limit

treatment for any **member** for a total of more than 180 days in any **year** whether for in-patient **treatment**, daycare **treatment** or home nursing or any combination of them;

3.38 time limit for claims

any **treatment** if **we** have not received a properly completed claim form and original invoices within 60 days of the **treatment** being given;

3.39 treatment abroad

in respect of a **member** who has travelled outside the **area of cover** to get **treatment** (whether or not that was the only reason) or travelled against medical advice. Emergency **treatment** or **treatment** of a **medical condition** which arises suddenly while outside the **member's area of cover** is limited as shown on **your benefits table**;

3.40 UK treatment

in-patient or daycare **treatment** in the **United Kingdom** unless it is received in a **hospital** listed in AXA Global Healthcare's Network and **you**

have notified **us** before **treatment** commences or **we** have agreed to the use of another **hospital** in writing;

3.41 unlisted procedures

any **surgical procedure** which is not listed in the **schedule of procedures** unless **we** have agreed, in writing, beforehand that **we** will accept a claim for that **surgical procedure** if, before the **treatment** begins, it is established that the **treatment** is recognised as appropriate by an authoritative medical body. This means procedures and practices must have undergone appropriate clinical trial and assessment, and be sufficiently evidenced in published medical journals. Nor will **we** pay for complications that arise from unlisted, new or experimental surgical procedures even if **we** agreed to cover the procedure itself.

3.42 unreasonable charges

charges which are unreasonable or excessive including but not limited to:

i) assistant surgeons' fees and/or assistant anaesthetist fees;

ii) **specialist** fees for **treatment** in **Malta** and the **UK** which are in excess of **our** schedule of benefits for medical fees;

iii) outside **Malta** - 'Reasonable and customary' is based on the average of the negotiated, discounted costs within **our** network in the area in which **treatment** is received. Where no network exists or in respect of independent **medical practitioners** and other healthcare professionals 'reasonable and customary' is defined as the average cost of the **treatment** for that country or region according to **our** records.;

iv) in-patient **hospital** charges over and above the basic costs of a single room with its own bathroom, as the accommodation charge associated with the **treatment** given;

3.43 war and like risks

i) any **treatment** needed as a result of **your** active participation in war (whether declared or not), act of foreign enemy, invasion, civil war, riot, rebellion, insurrection, revolution, overthrow of a legally constituted government, explosions of war weapons or any event similar to one of those listed. This includes any **treatment** needed as a result of **you** exposing **yourself** to needless peril, such as going to a place of unrest as an active onlooker or a spectator;

ii) any **treatment** needed as a result of nuclear contamination, biological contamination or chemical contamination;

*Please note, for clarity: There is cover for **treatment** required as a result of a terrorist act providing that terrorist act does not result in nuclear, biological or chemical contamination.*

4. Claiming

Please refer to Section 1 Arranging treatment and making a claim for details of how to make a claim.

4.1 Pre-authorisation

The **member** must tell **us** at least three working days before he or she undergoes in-patient/ daycare **treatment**, psychiatric, home nursing, CT, PET or MRI scans, mammography, bone density screening and genetic testing. Benefit will only be paid if such **treatment** has been pre-authorised by **us**. **We** will confirm **your** level of cover and how it applies to the **hospital** in which **you** are to receive **treatment**. This also applies to any **treatment** shown in the **benefits table** as being subject to pre-authorisation. In cases of medical emergency special arrangements will apply.

4.2 Supplying full information

Before **we** can consider a claim **you** must ensure that:

i) the **member** sends **us** a completed claim form as soon as they can and no later than 60 days from the date the **treatment** starts; and

ii) **we** receive original invoices, accompanied by any appropriate fiscal receipt where applicable, for **treatment** costs; and

iii) the **member** promptly gives **us** all the information **we** request including any reports **we** ask for from any third party including any information from a **medical practitioner** which is provided at the **member's** expense.

4.3 Other insurance and our right of recovery

The **member** must tell **us** on the claim form if any of the cost can be claimed from anyone else or under another insurance **policy** or under a state healthcare system. If so then:

i) if another insurance **policy** is involved **we** will only pay **our** proper share; or

ii) if benefits are claimed for **treatment** to a **member** whose injury or **medical condition** was caused by some other person (the "third party"), **we** will pay only those benefits the **member** can claim under the **policy** (unless they are covered by another insurance **policy**, when **we** will only pay **our** proper share of the benefits) however in paying those benefits **we** obtain both through the terms of the **policy** and by law a right to recover the amount of those benefits from the third party.

In this case the following shall apply:

a) **you** must tell **us** as quickly as possible that the injury or **medical condition** was caused by, or was the fault of, a third party. **We** will then send **you** a form on which the **member** can give **us** full written details;

b) if **you** are making a claim, or have not made (or refuse to make) a claim against the third party, **you** or the **member** must act in good faith and do all the things **we** shall require to ensure that monies are recovered from the third party and are repaid to **us** up to the amount of the benefits **we** have paid (and any interest). **You** will be asked to sign a written undertaking to this effect; and

c) should **you** fail to assist **us** in any such potential recovery **we** reserve the right not to pay benefit; and

d) **you** (or **your** legal advisors) must keep **us** fully informed about the progress of **your** claim and any action against the third party or any pre-action matters; and

e) **you** (or **your** legal advisors) must keep **us** fully informed of the progress and outcome of any action or settlement discussions (providing **us** access to the details of any such settlement); and

f) should **you** successfully recover any monies from the third party they should be repaid directly to **us** within twenty one days of receipt on the following basis:

- if the claim against the third party is settled in full, **you** must repay **our** outlay (all monies paid by **us**) in full; or
- if **you** recover only a percentage of **your** claim for damages **you** must repay the same percentage of **our** outlay to **us**; or
- if **you** are repaid as a global settlement (where **our** outlay is not individually identified) **you** must repay **our** outlay in the same proportion as the global settlement bears to the total claim for damages against the third party;

g) if **you** do not repay to **us** monies recovered from the third party up to the amount of benefits (and any interest recovered from the third party), **we** shall be entitled to recover the same from **you**.

h) In addition, **we** or any person that **we** nominate have subrogated rights of recovery of the **company** or the **member** in the event of a claim. This means that **we** can assume the rights of the **company** or **member** to recover any amount to which they are entitled and which **we** have already covered under this **policy**. **You** must provide **us** with all documents including medical records and provide any reasonable assistance **we** may need to enable **us** to exercise these subrogated rights and must not do anything to prejudice such rights at any time. **We** reserve the right to deduct from any claims

payment otherwise due to **you** an amount equivalent to the amount **you** could recover from a third party or state healthcare system.

The rights and remedies in this clause are in addition to and not instead of rights and remedies provided by law.

4.4 Appointment of independent medical practitioners

We can appoint and pay for an independent **medical practitioner** to advise **us** on the medical issues relating to any claim. If required by **us** the independent **medical practitioner** will also medically examine the **member** making the claim and provide **us** with a report. The **member** must co-operate with the independent **medical practitioner** otherwise **we** will not pay the claim.

4.5 Dishonesty/false claims

If a **member** makes a claim which is in any way dishonest:

i) **we** will not pay any benefits for that claim; and

ii) if **we** have already paid benefits for that claim before **we** discovered the dishonesty **we** can recover those benefits from **you**; and

iii) **we** can take any of the actions listed in paragraph 7.2 **Our** options if **you** break the terms of **your policy**.

4.6 Paying claims in currencies other than that applicable to your policy

If **we** agree in writing to pay benefits in a local currency other than that applicable to **your policy** and shown in the **benefits table** the currency will be converted using the closing mid point exchange rate published in the Financial Times Guide to World Currencies current when **we** assess the claim. All payments will be subject to any exchange control regulations that may be in force at the time of payment and any exchange cost will be the responsibility of the **member**.

4.7 Ex-gratia payments

Any benefit payments made by us which are made on an "ex gratia" basis and to which therefore **you** are not entitled shall count towards any maximum annual limits applicable in respect of any benefit.

4.8 Who we pay benefits to

We will pay benefits to **you** unless **you** have notified **us** and **we** have agreed otherwise in writing.

5 Joining, transferring, renewing & adding family members

5.1 When cover starts

We will tell **you** in writing the date **your policy** starts and any special terms which apply to it. This is subject to **our** receiving and accepting **your** premium. **We** can refuse to give cover and will tell **you** if **we** do.

5.2 Policy period

Your policy is for one **year** unless **we** have agreed something different with the **company**, where this **policy** applies to a **group** contract. Policies are not automatically renewed at the end of the **year** unless **you** have authorised **us** to debit **your** account and **you** have sufficient funds to cover the premium payment in **your** account. At the end of that time, provided the **plan you** are on is still available, **you** can renew it on the terms and conditions applicable at that time which **we** will notify to **you**. However **we** reserve the right to refuse to accept **you** as a customer or to renew **your policy** at any **policy** anniversary. **We** will not exercise this right as a result of a **member's** claims experience or altered state of health.

5.3 Policy period for additions and deletions

Benefits for any **member** who is added to a **policy** during the **year** will cease at the next renewal and a new **policy year** will begin for that **member** at the next renewal. Benefits for any **member** whose membership is terminated for any reason during the **year** will cease with effect from the date of termination. See also paragraph 7.2 **Our** options if **you** break the terms of **your** policy.

5.4 Notice of cancellation at anniversary date

Unless **we** and/or **you** have agreed before the end of the **year** to renew the **policy**, cover will cease on the anniversary date. This will happen whether or not written notice of cancellation has been given by **us** to **you**.

5.5 Addition of new born babies

If a child is born during a **policy year**, **you** have been a **member** for ten consecutive months before the child's birth and **you** wish that child to qualify as a **member** without providing evidence of health, **you** must ask **us** for this in writing within 90 days of the birth. Children born as a result of any method of assisted conception (except artificial insemination) or adopted children will have to provide evidence of health. **You** can only add a child to a **group policy** if dependents are also insured.

5.6 Addition of other family members

We can add new **family members** to **your policy** at any time but in the case of existing **family members you** must wait for **your** next **policy** anniversary. **We** reserve the right to refuse to add a **family member** to the **policy** and **we** will advise the **subscriber** in writing if **we** do. If **we** agree to add the **family member** to an existing **policy** or to change to a different plan, **we** will send **you** the forms to complete and **you** must give all the information **we** request and keep **us** fully informed of any changes which have taken place.

Where this **policy** applies to a **group** contract, there may be restrictions or different conditions on when and if **you** can add **family members** to **your policy**. Please ask **your** employer for details.

5.7 Upgrading

You can also request to transfer to another type of **plan** at each **policy** anniversary by writing to **us** prior to the anniversary date, although **we** may refuse to grant such a request. If **we** grant such a request, **we** may restrict cover for conditions existing at the time of the upgrade to the level of benefits enjoyed under the original **policy**.

5.8 Group eligibility

If **your** cover under a **company agreement** comes to an end **you** can apply to transfer to an individual **policy**. In all such cases the **member** will be required to complete a new application form and make a full medical history declaration in respect of each and every person to be insured. **We** reserve the right to apply any exclusion clauses and/or special terms **we** may deem

6 What we expect from you

necessary to any existing and/or pre-existing **medical conditions** at the date of application even if such conditions were previously covered under the **company's group** medical scheme.

5.9 Termination of cover for children on a parent's policy

Cover for a dependent child will stop at the end of the **year** following that child's marriage or the child's moving out of **your** home or that of the child's other parent.

6.1 Giving full information

You must make sure that, whenever **you** are required to give **us** information, all the information **you** give is true, accurate and complete. If it is not then **we** can cancel the **policy** or apply different terms of cover or any of the terms of paragraph 7.2 **Our** options if **you** break the terms of **your policy**.

6.2 Notifying us of a change of residence

This **policy** is available to persons whose **principal country of residence** is **Malta**. **You** must tell **us** if a **member** will be outside their **principal country of residence** for more than 120 days in a **year** or if they intend to change their **principal country of residence** even if they are staying in the same **area**. **We** are not able to provide insurance in some countries, so it is **your** responsibility to check that **your** cover is still valid if **you** move. If **you** don't tell **us we** can refuse to pay benefits and **we** reserve the right to end **your** cover immediately.

6.3 Payment of premiums

You or the **company** (where this **policy** applies to a **group** contract) must pay **your** premium when it is due. In return for **you** paying the premium, **we** will provide **you** with the cover set out in **your policy**. **We** will pay for covered costs incurred during a period for which the premium has been paid. **We** will confirm the date that **your policy** starts and ends, who is covered, and any special terms that apply. **We** will decide the amount at the start of each **year** and tell **you** how much it is. **You** can pay it in the way **you** have agreed with **us**. **We** can change the amount of **your** premium during a **year** to reflect any change in insurance premium tax or other taxes but **we** will tell **you** of the change. As **your policy** runs for a **year you** must pay **your** premium for the whole **year** no matter how it is paid. If **your** premium payments are not up to date **your policy** will end.

6.4 Notifying us of a change of address

You or the **company** must write and tell **us** if **you** change **your** address. **You** are acting on behalf of any **member** covered by **your policy** so **we** will send all correspondence about the **policy** to **your** address or the **company** address or that of the person responsible in the **company**.

6.5 Complaints

If there is a dispute between **you** and **us we** have a complaints procedure set out in Section 9 Complaints and data protection of this handbook which **you** should follow so that **we** can resolve it.

7 General

7.1 Changing the terms of your policy

We can cancel or change all or any part of the **policy**, including the **benefits table** or these terms and the changes will only apply to **you** when **you** renew. **We** will only make changes for the following reasons:

i) to reflect any past or forseeable changes in medical practice and procedures;

ii) to reflect the nature and extent of claims made or likely to be made generally under the **plan**;

We may also increase the premium if costs, taxation or regulations require **us** to do so.

We will give **you** reasonable notice of the changes and will send details of them to the address **we** have for **you** on **our** records. The changes will take effect from when **you** or the **company** renews or when applied by law even if, for any reason, **you** don't receive details of them. **We** can also apply underwriting terms to **your policy** at any time if a **medical condition** that should reasonably have been declared comes to **our** attention, or a **medical condition** becomes **chronic** in nature during a **policy year**.

7.2 Our options if you break the terms of your policy

If any **member** breaks any of the terms of the **policy** or makes, or attempts to make, any dishonest claim **we** can:

i) refuse to make any payment; and

ii) refuse to renew **your policy**; or

iii) impose different terms to any cover **we** are prepared to provide; or

iv) end **your policy** and all cover under it immediately; and

v) in the case of non-disclosure of a pre-existing **medical condition**, declare **your policy** null and void and recover any benefits paid.

7.3 Maltese jurisdiction

This **policy** is deemed to be a Maltese contract and will be governed by and in accordance with the laws of **Malta** and subject to the exclusive jurisdiction of the Maltese courts.

7.4 'Cooling-off' period and cancellation

You may cancel this **policy** or the **policy** of any **member** listed on **your** membership statement for any reason by notifying **us** in writing within 15 days from the day that **your** contract is concluded. This is known as the cooling off period. If **you** cancel during this period **you** will not have to pay anything, as long as **you** have not made a claim within that period. If **you** make a claim and **we** pay for **treatment** during the cooling off period **we** have a right to take payment for the services that **we** have provided. This means **we** may take some costs off any amount **we** refund to **you**. If the claim amount is higher than the premium paid **we** will request the difference from the **member**.

You may cancel **your policy** at any time by giving **us** no less than 14 days' notice in writing. Bearing in mind that this is an annual contract **we** will not refund premiums if any claim (however small) has been made in the current **policy year**. In the event that **we** do agree to make a refund and this will be at **our** sole discretion, **we** will only refund premiums on a pro-rata basis from the end of the month in which cancellation takes effect. **We** will make an administrative charge of 20% of the annual premium for any cancellation to which **we** agree. Please also note that no claim of any kind will be considered after notification by **you** and acceptance by **us** of any cancellation.

7.5 Written confirmation

The terms of **your policy** cannot be changed nor claims authorisation given by verbal communication between **you** and **us**. Any changes, approvals or other statements relating to **your policy** must be confirmed in writing by **us**.

We are not bound by any verbal commitment not confirmed by **us** in writing.

7.6 Waiver of terms

If **we** do not at any time apply or enforce any of the terms of this **policy** this will not prevent **us** from doing so at a later date.

7.7 Sanctions

We will not provide cover or pay claims under this **policy** if doing so would expose **us** to a breach of international economic sanctions, laws or regulations including but not limited to those provided by the European Union, **United Kingdom**, United States of America or under any United Nations resolution. If a potential breach is discovered, where possible **we** will advise **you** in writing as soon as **we** can.

8 International Emergency Medical Assistance

(where applicable as shown on your benefits table)

In addition to the private healthcare aspect of **your plan**, **you** may depending on the benefits included, have access to International Emergency Medical Assistance. This is a worldwide, 24 hours a day, 365 days a year emergency service providing evacuation or repatriation services. If **you** need and where medically necessary, immediate in-patient **treatment** where local facilities are unavailable or inadequate, **you** can call **us** on +356 21 322 600.

*Please note that, for **your** own protection, calls may be recorded in case of subsequent query. Entitlement to the evacuation service does not mean that **your treatment** following evacuation or repatriation will be eligible for benefit. Any such **treatment** will be subject to the terms of **your plan**.*

We will cover the costs of emergency evacuation if:

i) **you** are, or need to be, admitted as an emergency in-patient, and

ii) **our** appointed doctor and the treating doctor believe **your** current or nearest **hospital** is not able to provide the **treatment** **you** need.

We will cover the costs of repatriating **you** if **we** have agreed to cover **your** emergency evacuation. **We** will not cover the cost of evacuating or repatriating **you** if **you** decide to travel elsewhere for **treatment** and **we** believe the nearest hospitals are adequate for **your treatment**. This includes if **you** decide **you** want to travel back to the **principal country of residence** for **your treatment**.

How emergency evacuation and repatriation cover works

If **you** are admitted as an emergency in-patient and **you** or the treating doctor believe that the local medical facilities are not adequate to treat **you**, ask somebody to call **our** emergency number.

We will appoint a doctor who will be able to assess the **hospitals** and the evacuation or repatriation service detailed at the beginning of this section will apply.

What costs we will cover

If the doctor **we** appoint decides that the **hospitals** are not adequate to treat **you**, **we** will cover the reasonable costs of either:

i) evacuating **you** to a suitable medical **hospital** for **treatment** in the country **you** are in; or

ii) evacuating **you** to a suitable medical **hospital** in a different country for **treatment**.

When **you** are discharged from the **hospital you** were evacuated to, **we** will cover the costs of repatriating **you** to one of the following:

i) **your principal country of residence**

ii) a country that **you** hold a passport for.

We will cover these costs so long as **we** have agreed the method of transport to be used, and date and time of **your** evacuation or repatriation before it takes place.

We will also cover the cost of any necessary **treatment** given to **you** by **our** chosen evacuation agency while they are moving **you**.

Repatriation following death

If **you** die outside a country that **you** hold a passport for, **we** will cover the cost of transporting **your** body back to a port or airport in:

i) **your principal country of residence**, or

ii) a country **you** hold a passport for.

The relevant exclusions for emergency evacuation and repatriation also apply to repatriation following death.

Will other family members be able to travel with you?

If the **member** who needs to be evacuated or repatriated is under 18, **we** will cover the additional reasonable and necessary transport and accommodation costs for someone, aged 18 or over, to accompany them on their journey. If the **member** who needs to be evacuated or repatriated is over 18, **we** may agree to cover these costs if **we** believe it is medically appropriate.

Once **our member** reaches their evacuation destination, **we** will not cover the accompanying person's further costs.

Your cover if an insured family member is evacuated or repatriated

Your cover depends on whether the **family member** is evacuated or repatriated either from the location where **you** both normally live or whether **you** are travelling together at the time.

If **you** are travelling away from home with a **family member** who is covered by an **Atlas Healthcare policy** and they are evacuated or repatriated, **we** will pay for **your** additional reasonable and necessary transport and accommodation costs that result from the evacuation or repatriation. **We** will do this if it is medically appropriate for **you** to travel with the **family member**.

If **you** are both at the location where **you** normally live and they have to be evacuated or repatriated from that location, **we** will pay for **your** additional reasonable and necessary transport costs that result from the evacuation or repatriation. **We** will do this if it is medically appropriate for **you** to travel with the **family member**. **We** will not cover **your** accommodation costs.

What happens to your travel ticket

Any unused portion of the travel tickets belonging to **you** or anyone that **we** evacuate with **you** will immediately become **our** property. **You** must give the tickets to **us**.

Choosing to travel to a particular country for treatment

You can choose to go to a particular country for **treatment**, but **we** will not cover the cost of travelling to that country. Once **you** are in that country, the terms of **your policy** apply as normal.

Exclusions that apply to your cover for emergency evacuation and repatriation

You are not covered for emergency evacuation or repatriation if any of the following apply:

i) the **medical condition** does not need immediate emergency in-patient **treatment**

ii) the **medical condition** does not prevent **you** from travelling or working

iii) the **medical condition** is directly or indirectly caused by a deliberately self-inflicted injury, suicide or an attempt at suicide

iv) the **medical condition** is in any way connected with alcohol abuse, drug abuse or substance abuse

v) the **medical condition** is a result of engaging in or training for any sport for which **you** receive a salary or monetary reimbursement, including grants or sponsorship (unless **you** only receive travel costs)

vi) the **medical condition** is a result of base jumping, cliff diving, flying in an unlicensed aircraft or as a learner, martial arts, free climbing, mountaineering with or without ropes, scuba diving to a depth of more than 40 metres, trekking to a height of over 2,500 metres, bungee jumping, canyoning, hang-gliding, paragliding or microlighting, parachuting, potholing, skiing off-piste or any other winter sports activity carried out off-piste

vii) the evacuation would involve moving **you** from a ship, oil-rig platform or similar off-shore location

viii) **we** have not approved the evacuation or repatriation first

ix) **we** have not been told about the **medical condition** within 30 days of the condition becoming an emergency (unless this was not reasonably possible)

x) the **medical condition** is a result of nuclear, biological or chemical contamination, war (whether declared or not), act of foreign enemy, invasion, civil war, riot, rebellion, insurrection, revolution, overthrow of a legally constituted government, explosions of war weapons or any event similar to one of those listed

xi) the emergency occurs when **you** are on a leisure trip to a destination to which the Ministry for Foreign and European Affairs of Malta or the Ministry for Health of Malta advises against all travel, or advises against all travel on holiday or non-essential business.

Limits on our liability under your cover for emergency evacuation and repatriation

We will not be liable for:

i) any failure or delay in providing emergency evacuation or repatriation

ii) injury or death while **you** are being moved.

These limits do not apply if the failure or delay is caused by **our** negligence or the negligence of someone **we** have appointed to act for **us**.

9 Complaints and Data protection

The most important thing for **us** is to help resolve **your** concerns as quickly and easily as possible. Please follow this process to ensure that **your** concerns are dealt with as swiftly as possible.

With the best will in the world, concerns about some aspect of **our** service can occasionally arise. In such circumstances **our** claims staff have wide authority to settle problems and will do everything they can to help. This must be **your** first point of contact. In the unlikely event that **your** complaint is unresolved, please write to:

The Atlas Group Customer Care Manager
47-50 Ta' Xbiex Seafront
Ta' Xbiex XBX 1021
Malta

or email: insure@atlas.com.mt - who will investigate the matter independently.

The Customer Care Manager will:

i. acknowledge **your** concern within 3 working days;

ii. explain how **Atlas** will handle **your** complaint and who **your** contact person will be;

iii. explain what, if anything, **you** need to do;

iv. send **you** a copy of the Atlas Complaints Procedure if **you** do not already have a copy of it;

v. give **you** a final reply to **your** concern within 15 working days from the date of receipt of **your** complaint. In the unlikely event that **we** are unable to conclude within this time period, **we** will write to **you** explaining why.

If **your** complaint arises over a claims issue, **we** may agree with **you** to refer **your** complaint to an independent arbitrator (such as The Malta Arbitration Centre) or to an arbitrator upon whom **we** jointly agree but who will not be a member of **Atlas Insurance** or **Atlas Healthcare Insurance Agency** or their associated companies, and whose decision will be binding on both parties. Arbitration will take place in **Malta**.

If you are still not satisfied

If **you** are still not satisfied with **our** final reply or **we** have failed to give **you** a reply within 15 working days without giving **you** an explanation, **you** may make a formal complaint to the Financial Services Arbiter https://financialarbiter.org.mt/en/for-consumers/pages/submit-a-complaint.aspx.

By post:

The Financial Services Arbiter
Office of the Arbiter for Financial Services
1st Floor
St Calcedonius Square
Floriana FRN 1530, Malta

Or through email:
complaint.info@financialarbiter.org.mt

The Office of the Financial Arbiter will expect **you** to have a final reply from **us** in writing before they accept **your** case, so please do have this from **us** before **you** approach them.

Please remember to quote **your policy** number on all correspondence.

Issues related to online purchases

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If you choose to submit your complaint this way, it will be forwarded to an Alternative Dispute Resolution (ADR) entity which will handle the case entirely online and will reach an outcome in 90 days. Click here to access the Online Dispute Resolution Service. Please quote our email address insure@atlas.com.mt.

What we do with your personal data

Atlas Insurance PCC Limited and/or any other subsidiaries of Atlas Holdings Limited or any of its daughter companies (hereinafter '**Atlas**', '**us**', '**our**', '**we**') are the data controllers, as defined by relevant data protection laws and regulations, of personal data held about **you** or relating to **you** and/or to any other person/s whom **you** insure with **Atlas** (hereinafter '**others**').

In completing all the forms related to **your** policies or claims, **you** confirm **your** understanding and acceptance of the terms in **our** Data Protection and Privacy Statement. **You** hereby warrant that **you** have informed **others** why **we** asked for this information and what **we** will use it for and have obtained the necessary explicit verbal consent to process such data for purposes mentioned below.

Atlas collects and processes information about **you** and **others** for purposes which include preparing requested quotations, underwriting and administering the insurance proposal and policy, carrying out its contractual obligations including handling and settling of claims, and preventing or detecting crime (including fraud). **Atlas** may monitor calls to and from customers for training, quality and regulatory purposes.

Atlas may collect and disclose **your** and **others**' information from/to other entities in order to conduct **our** business including:

- managing claims, which may require **us** to obtain data including medical information from healthcare providers (including any public or private hospital or clinic) and/or **your** employers (for company schemes) and which **you** hereby authorise;
- administering policies with:
  - **our** associated companies;
  - introducers, intermediaries, agents or brokers when these are appointed by **you**
  - the policyholder (in the case of corporate policies);
  - insurance principals, reinsurers and co-insurers;

  including third parties providing services to these;
- helping **us** prevent or detect crime by sharing **your** information with regulatory and public bodies in **Malta** or, if applicable, overseas, including the police, as well as with other insurance companies (directly or via shared databases such as the Malta Insurance Fraud Platform), or other agencies or appointed experts to undertake credit reference or fraud searches or investigations; and/or
- **our** third party suppliers or service providers to whom **we** may outsource certain business operations.

We will retain data for the period necessary to fulfil the above-mentioned purposes unless a longer retention period is required or permitted by law.

You can withdraw **your** consent to **Atlas** processing **your** personal information which is processed with **your** consent, e.g. direct marketing, at any time. **You** have the right to access **your** personal data and ask **Atlas** to update or correct the information held or delete such personal data from **our** records if it is no longer needed for the purposes indicated above. **You** may exercise these and other rights held in **Atlas**'s Data Protection and Privacy Statement, by contacting **our** Data Protection Officer at The Data Protection Officer, Atlas Insurance PCC Limited, 48-50 Ta' Xbiex Seafront, Ta' Xbiex XBX 1021 Malta or email dpo@atlas.com.mt. Please note, however, that certain personal information may be exempt from such access, correction or erasure requests pursuant to applicable data protection laws or other laws and regulations.

If **you** and **others** consider that the processing of personal data by **Atlas** is not in compliance with data protection laws and regulations, **you** and **others** may lodge a complaint with **us** and/or the Office of the Information and Data Protection Commissioner by following this link:
idpc.org.mt/en/Pages/contact/complaints.aspx

If **you** wish to view the full **Atlas** Data Protection and Privacy Statement, for a better understanding of how **we** use this data please visit **www.atlas.com.mt/legal/data-protection/**. Kindly note that this is subject to occasional changes including to comply with changing data protection laws, regulations and guidance.

10 Definitions

Some words and phrases have special meanings which are set out below. When **we** use these terms they are in bold print. The headings used in the following sections of the handbook are for convenience of reference only and do not affect its construction.

10.1 acute
a **medical condition** 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 **medical condition** or which leads to **your** full recovery.

10.2 area/area of cover
one of the following:

area 1: worldwide
area 2: worldwide excluding USA
area 3: **Malta** only

10.3 Atlas
Atlas Healthcare Insurance Agency Limited

10.4 Atlas Insurance PCC Limited
the underwriters.

10.5 benefits table
the table applicable to **your plan** showing the maximum benefits **we** will pay for each **member**.

10.6 chronic
a **medical condition** that has one or more of the following characteristics:

i) it needs ongoing or long term monitoring through consultations, examinations, check-ups and/or tests

ii) it needs ongoing or long term control or relief of symptoms

iii) it requires **your** rehabilitation or for **you** to be specially trained to cope with it

iv) it continues indefinitely

v) it has no known cure

vi) it comes back or is likely to come back

10.7 company
your employer and/or sponsor.

10.8 company agreement
an agreement **we** have with the **company** which allows **you** to be registered as the **subscriber**. That agreement sets out who can be covered, when cover begins, how it is renewed, and how the premiums are paid.

10.9 directory of hospitals
a list of providers available for **you** to use under

the terms of **your policy** and where direct settlement is available. **You** should use a **hospital** listed in the **directory of hospitals** except in the case of an emergency where this may not be possible. The **directory of hospitals** can be viewed via the Provider Finder tool available through https://www.atlas.com.mt/insurance/health/malta/. The facilities listed represent the Atlas and AXA Global Healthcare networks and may change from time to time. **You** should always check with **us** before arranging any **treatment**.

10.10 family doctor secondary treatment

the following procedures carried out by a **family doctor**:

i) blood counts

ii) tests for liver function and electrolytes

iii) blood lipid profile

10.11 family member
the **subscriber's** partner and unmarried children (or those of the **subscriber's** partner) living with the **subscriber** or their other parent when the **policy** is taken out or when it is renewed. By partner **we** mean the husband or wife, civil partner or the person with whom the **subscriber** lives permanently in a similar relationship.

10.12 general practitioner/GP/family doctor
a **medical practitioner** in general practice other than a **specialist**.

10.13 group
when the person paying the premium for the **policy** is not a **member** benefiting from cover under the **plan** and is not a **family member**. Normally this will be the **subscriber's** employer or sponsor.

10.14 hospital
a state or private hospital or a daycare medical clinic licensed or registered to provide medical, surgical or psychiatric **treatment** under the laws of **Malta** or the equivalent duly licensed or registered in the country, state or other government jurisdiction in which it is situated and where there is constant support by a **specialist**. In the **United Kingdom** the hospital must be an establishment listed in the **directory of hospitals**. In **Malta** this must be an establishment recognised by **us**.

10.15 lifetime
the period in which the **member** is alive. This does not refer to the life of the **policy**.

10.16 Malta
The Republic of Malta

10.17 medical condition
any disease, illness or injury, including psychiatric illness not excluded under the terms of **your policy**.

10.18 medical practitioner
a person who has the primary degrees in the practice of medicine, surgery or dentistry following attendance at a recognised medical school and who is licensed to practice medicine by the relevant licensing authority where **treatment** is given. By "recognised medical school" **we** mean "a medical school which is listed in the current World Directory of Medical Schools published by the World Health Organisation." This **policy** does not cover **treatment** by any medical practitioner who has been advised in writing by **us** that he or she is not recognised by **us** as a medical practitioner. **We** will advise **you** of those medical practitioners **we** recognise if **you** ask **us**.

10.19 member
you as the **subscriber** and any **family member** included in **your policy**.

10.20 nurse
a qualified nurse who is registered to practice as such where the **treatment** is given and is recognised by **us**.

10.21 physiotherapist
a person who is qualified and licensed to practice as a physiotherapist where **treatment** is given and is recognised by **us**.

10.22 plan
your plan, the name of which is shown on **your** latest membership statement.

10.23 policy
the insurance contract between **you** and **us**. Its full terms are set out in the current versions of the following documents as sent to **you** from time to time:

i) any application form **we** ask **you** to fill in which forms the basis of this contract

ii) these terms and the **benefits table** setting out the cover under **your plan**

ii) **your** membership statement

iv) the **directory of hospitals** or list of **supporting hospitals** if relevant to **your plan**

Changes to these terms must be confirmed in writing and **we** will write to **you** to confirm any changes, undertakings or promises that **we** make.

10.24 prescription
out-patient drugs and dressings as prescribed by a **medical practitioner** for the **treatment** of a **medical condition** covered by the **member's policy**.

10.25 principal country of residence
the country where **you** live for 180 days, or more, in a **year**.

10.26 schedule of procedures
a document **we** maintain which lists the **surgical procedures** (including fees) **we** pay benefits for and classifies them according to their complexity. This document is written in medical language and it is intended for use by **medical practitioners** and **us** to assess the eligibility of proposed **treatment**. This schedule is regularly updated to include new, proven, procedures and is retained by **us**.

10.27 specialist
a **medical practitioner** who holds or has held a substantive consultant post in a state **hospital** in **Malta** and/or who holds a certificate of **specialist** accreditation that is recognised by **us** or who holds alternative qualifications that are accepted by **us** and is personally approved by **us** for the medical **treatment** involved. This means that the **specialist** must be specifically qualified for the **treatment** administered.

For out-patient **treatment** only, the following will also be regarded as **treatment** by a specialist:

- **treatment** by a **medical practitioner** with qualifications accepted by **us** who specialises in homeopathy, acupuncture, chiropractic, osteopathy, chinese medicine, manipulative or sports medicine or podiatric surgery and who meets **our** criteria for limited specialist recognition for benefit purposes in his/ her field of practice. Such **treatment** must be received as a result of referral by and under the control of a **specialist** as defined above. For the purposes of this **policy**, a specialist in family medicine is not considered a specialist.

10.28 subscriber
the **member** with whom **we** have made this agreement or, for **group** schemes, the employee.

10.29 supporting hospital
a **hospital** in **Malta** which **we** recognise as a **supporting hospital** at the time **treatment** is received. **Supporting hospitals** are subject to change from time to time. **You** should always call to check that **your** chosen **hospital** is a **supporting hospital** before arranging **treatment**. Please remember that there are no **supporting hospitals** outside **Malta**.

10.30 surgery/surgical procedure
an operation or other invasive surgical intervention listed in the **schedule of procedures**.

10.31 terrorist act
any act of violence by an individual terrorist or a terrorist group to coerce or intimidate the civilian population to achieve a political, military, social or religious goal.

10.32 treatment
a surgical or medical procedure which must be carried out by a **specialist** except where **your benefits table** specifically allows otherwise. This includes:

i) diagnostic procedures - consultations and investigations needed to establish a diagnosis.

ii) in-patient treatment – **treatment** at a **hospital** where the **member** has to stay in a **hospital** bed for one or more nights.

iii) daycare treatment – **treatment** at a **hospital** or out-patient clinic where the **member** is admitted to a **hospital** bed and the **treatment** necessitates a period of supervised recovery but the member does not stay overnight.

iv) out-patient treatment – **treatment** at an out-patient clinic, a **medical practitioner's** consulting rooms, in a **hospital** where the **member** is not admitted to a bed or when the **member** is visited for the purpose of receiving **treatment**.

10.33 United Kingdom/UK
Great Britain and Northern Ireland including the Channel Islands and Isle of Man.

10.34 visit
each separate occasion that the **member** meets with a **medical practitioner** and receives a consultation and/or **treatment** for a **medical condition**.

10.35 we/us/our

Atlas Insurance PCC Limited.

10.36 year
twelve calendar months from when **your policy** began or was last renewed, unless **we** have agreed something different with the **group**/**company**.

10.37 you/your
the **subscriber** and/or the **member** named on **your** membership statement.

Contact us:

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Claim forms may also be downloaded from our website. Calls may be recorded and/or monitored for quality assurance, training and as a record of our conversation

Registered address: 47-50 Ta' Xbiex Sea Front Ta' Xbiex XBX 1021 Malta
Atlas Healthcare Insurance Agency Limited (C32603) is authorised under the Insurance Distribution Act to act as Enrolled Insurance Agents for Atlas Insurance PCC Limited (C5601) (AIPL). AIPL is a cell company authorised under the Insurance Business Act 1998 to carry on general insurance business. The non-cellular assets of the company may be used to meet losses incurred by the cells in excess of their assets. Both entities are regulated by the Malta Financial Services Authority.

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