



CitadelHealth

POLICY

	Page
Introduction	2
1. The Purpose of this Policy	3
2. Your Healthcare Cover Explained	4
3. Your Policy Benefits	5 – 11
4. International Emergency Medical Assistance	12
5. General Exclusions	13 – 17
6. Making a Claim	18 – 20
7. Your Membership	21 – 23
8. Terms for Joining	24
9. Cancelling Your Policy	25
10. Group Membership	26 – 27
11. General Conditions	28 – 29
12. Making a Complaint	30
13. Definitions	31 – 34
14. Keeping Track of Your Medical History	35 – 36


Welcome to Citadel Insurance p.l.c.

We thank you for choosing Citadel Insurance p.l.c. to provide you with your choice of plan from a selection of health insurance plans.

This policy has been designed to meet the needs of people who wish to ensure their health requirements are met quickly and complements the services provided by the local national health service. We aim to offer increased choice and access to high quality, private facilities.

As a valued customer of Citadel Insurance p.l.c. we are committed to providing you with prompt, considerate and courteous customer support and service at all times, particularly when you require treatment.

We trust that you will find our services to be both professional and efficient and that you will continue to make use of our services for many years to come.



Angela Tabone
Managing Director / CEO

1. The Purpose of this Policy

This document reflects the terms and conditions of **your policy** with **us**, and **we** have tried to make sure that the wording is as clear and straightforward as possible. **We** advise **you** to refer to this document, **your table of benefits** and **your member certificate** for full details of cover, to ensure that **you** are completely confident that the insurance cover selected meets **your** needs.

Any changes that **we** will advise **you** about in writing from time to time will form part of the contract of insurance with **us** and should be read as if they are one document. Please keep all documents in a safe place and check them regularly to ensure that the details **we** hold are correct.

It is very important that **you** always refer to **your member certificate** before making a claim as this shows which cover option **you** have and any special terms that are specific to **your policy**. If a cover option doesn't show on **your member certificate** then **you** do not have that cover.

Certain words within these terms and conditions have a special meaning that **we** would like to draw to **your** attention. Such words are printed in bold to help **you** identify them easily, and **you** will find a full explanation of what **we** mean by them in the 'Definitions' section on pages 31 to 34.

This contract shall in no case be interpreted by reference to any Maltese version and should there be any conflict of meaning between English and Maltese versions, or any doubt whatsoever, the English version shall prevail and be applied to the exclusion of the Maltese version.

The contents page and headings are for convenience only and do not form part of the **policy**, nor do they affect its construction. Throughout this document singular words include the plural and words in the masculine also apply to the feminine, where appropriate.

1.1 Member services

For more information about **your policy** benefits, terms and conditions, **you** may contact **us** as follows:

Email: health@citadelplc.com

Website: www.citadelplc.com

Mail: Citadel Insurance p.l.c., 26, Casa Borgo, Market Street, Floriana FRN 1082, Malta

Phone: (356) 2010 6262 / Freephone: 8007 2322

Please note that calls may be recorded for security and training purposes.

1.2 How we will communicate with you

We will use the **subscriber's** contact details as the primary contact regarding this **policy**. Should **you** prefer to receive communication from **us** by email, please let **us** know.

2. Your Healthcare Cover Explained

The purpose of this **policy** is to provide cover for **fair and reasonable costs** incurred for eligible **treatment**, within the **area of cover** and the benefit limits of **your** selected **plan**, which:

- (i) is intended to cure an **acute medical condition**, or the **acute flare-up** of a **chronic medical condition**, or to return **you** to **your** state of health immediately before suffering an **acute medical condition**, or the **acute flare-up** of a **chronic medical condition**;
- (ii) is given by a **general practitioner** or **specialist** (provided this is on the referral by **your general practitioner**) and which takes place in a **hospital/clinic** or other facility approved by **us**;
- (iii) is medically necessary, appropriate for **your medical condition** and in line with recognised established medical practice at the time of **treatment**;
- (iv) is of a short term nature. **We** will not pay for more than 180 days of **treatment** for any **medical condition** in a **policy year**. When a **medical condition** is stabilised, **we** will stop payments, and reserve the right to determine when a **medical condition** has become **chronic** or recurrent in nature and apply exclusions to **your policy** in respect of this with immediate effect;
- (v) takes place while **your policy** cover is in force (still active and not lapsed or cancelled for any reason). **We** do not pay for **treatment** that takes place after **your** cover has ended, even if this is related to **treatment** which started during **your** period of cover, or if **we** have authorised it in advance but the **treatment** is now going to take place after **your** cover has ended;

subject to any terms and conditions laid out on this document, the **table of benefits** and **your member certificate**.

2.1 Fair and reasonable costs

We will pay for **fair and reasonable costs**. This means that the costs charged by **your treatment** provider may not be fully refunded by **us** if these exceed the costs that are normally made by other **treatment** providers. **You** may access **fair and reasonable costs** for **treatment** on **our** website www.citadelplc.com or by contacting the health claims department.

2.2 Benefit limits

All benefit limits apply per insured **member**, per **policy year**.

The overall annual maximum benefit is what **we** will pay for all benefits in total for each **member** insured, each **policy year**.

Some benefits also have a specified limit applied. If this benefit is applicable for a **policy year**, **we** will stop paying benefits within that period once the limit is reached. Once a membership is renewed, the benefit limit will be reset to the amount shown on **your table of benefits**.

3. Your Policy Benefits

Level 1 Cover: In-patient and Day-patient Treatment

What we pay for	What we do not pay for
1.1 Hospital/Clinic Accommodation, Nursing, Drugs and Dressings	
<p>Hospital/clinic accommodation services required as part of your in-patient or day-patient treatment in a single room with private bathroom.</p> <p>Your standard meals and refreshments.</p> <p>Nursing services, drugs and dressings while in hospital or intensive care.</p>	<p>Surgical drugs and dressings: these are payable from benefit 1.3 (Operating Theatre and Recovery Room, Surgical Drugs and Dressings, Prosthesis and Appliances). Oncology drugs and dressings: these are payable from benefit 1.11 (Cancer Treatment).</p> <p>Additional costs incurred for room upgrades.</p> <p>Personal expenses such as newspapers, telephone calls, internet connections, TV service and guest meals.</p> <p>Accommodation costs which are not medically essential for the type of treatment received.</p>
1.2 Accommodation for One Adult to Stay with Child Member under 14 / Infant to stay with Nursing Mother	
<p>Accommodation for you or your insured partner/spouse to stay with your insured child under 14 while receiving in-patient treatment.</p> <p>Accommodation for infant to stay with nursing mother who is herself a member.</p>	<p>Personal expenses such as newspapers, telephone calls, internet connections, TV service and guest meals.</p> <p>Accommodation for more than one person accompanying the child.</p>
1.3 Operating Theatre and Recovery Room, Surgical Drugs and Dressings, Prosthesis and Appliances	
<p>Operating theatre costs, surgical drugs and dressings for surgical procedures performed as an in-patient, day-patient or out-patient.</p> <p>Intensive care in an intensive care unit, high dependency unit or cardiac care unit if this is routinely required after surgery or is medically essential due to unforeseen complications.</p> <p>Prosthetics (artificial body parts) or appliances designed to form a part of your body, which are surgically implanted and/or needed as a vital part of an operation.</p>	<p>Medical aids or appliances such as neck collars, splints and foot supports; mobility aids such as wheelchairs and crutches unless specifically covered by your plan.</p> <p>The provision or fitting of an external prosthesis.</p> <p>Costs related to out-patient surgical procedures unless you are subscribed to Level 2 cover.</p>
1.4 Surgeon and Anaesthetist Fees	
<p>Surgeons' and anaesthetists' fees for surgical procedures performed as an in-patient, day-patient or out-patient.</p>	<p>Surgeons' and anaesthetists' fees for pre- and post-operative care. These will be paid from benefit 2.4 (Specialist Consultations and Diagnostic Tests) where applicable.</p> <p>Costs related to out-patient surgical procedures unless you are subscribed to Level 2 cover.</p>

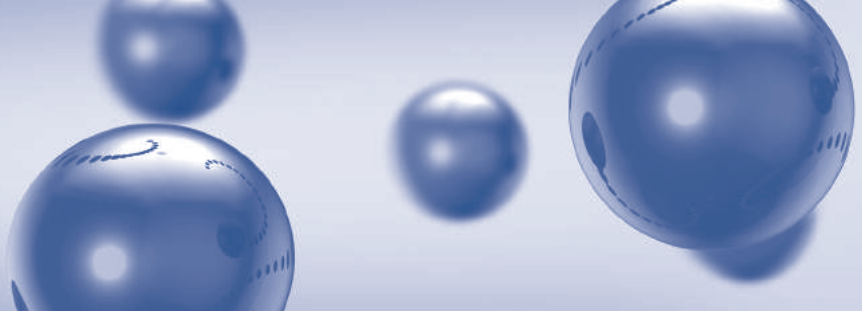
What we pay for	What we do not pay for
1.5 Physician fees	
<p>Physicians' fees for treatment received as an in-patient or day-patient, when the admission does not include a surgical procedure.</p> <p>Specialists' fees for consultations carried out while an in-patient or day-patient, when the admission relates to a surgical procedure.</p>	<p>Physicians' fees when you are under the control of a specialist, unless the attendance is medically essential.</p>
1.6 Diagnostic tests and physiotherapy	
<p>Diagnostic tests carried out while in an in-patient or day-patient, referred by your specialist to help determine or assess your condition.</p> <p>Physiotherapy when needed as part of your in-patient or day-patient treatment.</p>	<p>Pre- and post-operative diagnostic tests and physiotherapy required following in-patient treatment. These will be paid from benefits 2.4 (Specialist Consultations and Diagnostic Tests) and 2.5 (Complementary Treatment) respectively, if you are subscribed to Level 2 cover.</p>
1.7 CT, MRI and PET scans	
<p>Computerised tomography, magnetic resonance imaging and positron emission tomography carried out while in an in-patient or day-patient when referred by your specialist to help determine or assess your condition.</p>	<p>State-funded scans carried out in a private hospital/clinic.</p>
1.8 Psychiatric illness	
<p><i>Complete plan only:</i> Accommodation, nursing, drugs prescribed on a ward, diagnostic tests and specialists' fees while in an in-patient or day-patient.</p> <p>Benefit will be payable upon presentation of full clinical details from your psychiatrist and after we have pre-authorised your treatment.</p>	<p>Benefit on the Core, Comfort and Child plans.</p> <p>Any treatment not under the control of a psychiatrist.</p> <p>Treatment in excess of 30 days in a member's lifetime.</p> <p>Treatment if you have not been insured on this plan for at least two consecutive years leading up to the treatment.</p>
1.9 Support benefit	
<p>Eligible in-patient treatment that you choose to have as a non-paying patient in a state hospital/clinic even though you could have had this treatment in a private facility.</p>	<p>Benefit on the Child plan.</p> <p>State-funded treatment carried out outside of Malta.</p> <p>In-patient psychiatric treatment.</p> <p>Benefit when you choose to transfer to a private hospital/clinic for continuation of your treatment.</p> <p>In-patient accommodation which is not medically essential.</p> <p>Claims where the original hospital case summary/discharge letter is not included with the claim form.</p>

What we pay for	What we do not pay for
1.10 Road ambulance transport	
Local road ambulance transport to and between hospitals when this is medically essential and related to eligible in-patient or day-patient treatment .	Ambulance transport which is not medically essential. Air ambulance transport.
1.11 Cancer treatment	
<p>In-patient, day-patient and out-patient oncology treatment during the active phase of the cancer including:</p> <ul style="list-style-type: none"> • Surgical procedures including reconstructive surgery • Radiotherapy (six sessions per course of treatment) and chemotherapy (six cycles per treatment) • Specialists’ fees • Diagnostic tests including MRI, CT and PET scans referred by your specialist, and follow-up consultations • Oncology drugs <p>When the cancer is in remission (i.e. no longer in the active phase), we will continue to pay for treatment related to the original diagnosis for up to five years. If you need further treatment after five years, please contact us for pre-authorisation before proceeding.</p>	<p>Diagnostic tests which are not arranged by your specialist.</p> <p>Genetic tests which will help identify whether you are susceptible to getting cancer.</p> <p>Experimental treatment.</p> <p>Preventive vaccines e.g. cervical cancer vaccination.</p> <p>Treatment such as surgery to remove non-malignant tissue e.g. breast tissue, where this is done solely to prevent the development of cancer, after a test or family history have shown a significantly high risk of developing cancer.</p>
1.12 Outside area of cover	
<p><i>Complete plan only:</i> Emergency (non-elective) treatment when a member is in the USA or Canada.</p>	<p>Benefit on the Core, Comfort and Child plans.</p> <p>Any elective treatment.</p> <p>Treatment for a medical condition (including associated conditions) which you were aware of prior to the date of departure to the USA or Canada.</p> <p>Follow-up treatment required when you return to Malta. This would then be paid out of the standard benefits where applicable.</p>
1.13 International emergency medical assistance	
<p><i>Complete plan only:</i> Treatment required for emergency cases while travelling outside of Malta.</p> <p>Evacuation to the nearest hospital where the treatment required is available.</p> <p>Repatriation to Malta or country of origin.</p> <p>Repatriation of mortal remains to Malta or country of origin.</p> <p><i>Please refer to 4. International Emergency Medical Assistance on page 12 for more detail.</i></p>	<p>Benefit on the Core, Comfort and Child plans.</p>

Level 2 Cover: Out-patient Treatment

What we pay for	What we do not pay for
2.1 General practitioner consultations	
Consultations with a general practitioner .	Fees charged for completing forms, medical reports and certificates. Refer to General Exclusion 5.24 (Medical Reports/Claim Forms) for more detail.
2.2 Prescribed drugs and dressings	
<p><i>Comfort plan only:</i> Prescription drugs and dressings following in-patient or day-patient treatment if prescribed by a specialist on the day of discharge.</p> <p><i>Complete plan only:</i> Prescription drugs and dressings. A copy of the prescription and all original receipts showing itemised details of the relevant drugs and their costs must be included with your claim form.</p>	<p>Benefit on the Core and Child plans.</p> <p>Drugs that can be purchased without a prescription over the counter. Refer to General Exclusion 5.12 (Drugs and Dressings).</p> <p>Dressings which have not been prescribed by a specialist following surgery.</p>
2.3 Minor surgery carried out by a GP	
Minor surgical procedures carried out by a GP under local anaesthetic.	
2.4 Specialist consultations and diagnostic tests	
<p>Consultations with a specialist.</p> <p>Out-patient follow-up consultations following a surgical procedure.</p> <p>Diagnostic tests carried out as an out-patient when referred by your GP or specialist to help determine or assess your condition.</p>	<p>Tests which are of a routine or preventive nature, or which are carried out to monitor a chronic medical condition. Routine / preventive tests may be covered under plan level 3.</p> <p>Specialist consultations which have not been referred by your GP (we make an exception for consultations with gynaecologists and paediatricians).</p> <p>Fees charged for completing forms, medical reports and certificates. Refer to General Exclusion 5.24 (Medical Reports/Claim Forms) for more detail.</p>
2.5 Complementary treatment	
<p>Consultation fees for alternative treatment given by an acupuncturist, homeopath, chiropractor or osteopath, when referred and managed by your GP or specialist.</p> <p>Speech therapy, physiotherapy, or podiatry/chiropractic, when referred by and under the control of your GP or specialist.</p>	<p>Benefit on the Child plan.</p> <p>Alternative treatment and physiotherapy in excess of eight sessions.</p> <p>Speech therapy in excess of six sessions. Refer to General Exclusion 5.37 (Speech Disorders) for more detail.</p> <p>Fees charged for completing forms, reports, certificates and use of consulting room. Refer to General Exclusion 5.21 Hospital/Clinic Room Costs) and 5.24 (Medical Reports/Claim Forms) for more detail.</p>

What we pay for	What we do not pay for
2.6 CT, MRI and PET scans	
Computerised tomography, magnetic resonance imaging and positron emission tomography referred by your specialist , carried out as an out-patient to help determine or assess your condition.	State-funded scans carried out in a private hospital/clinic Scans referred by a GP .
2.7 Psychiatry	
<p>Treatment of psychiatric illness given by a psychiatrist.</p> <p>Treatment of psychiatric illness given by a psychologist or psychotherapist when referred and managed by a psychiatrist.</p>	<p>Benefit on the Child plan.</p> <p>Treatment which has not been pre-authorised by us.</p> <p>Treatment if you have not been insured on this plan for at least two consecutive years leading up to the treatment.</p> <p>Treatment by a psychologist or psychotherapist unless this is referred and managed by a psychiatrist.</p> <p>Consultations which are not face-to-face (e.g. telephone consultations).</p> <p>Fees charged for completing forms, reports, certificates and use of consulting room. Refer to General Exclusion 5.21 (Hospital/Clinic Room Costs) and 5.24 (Medical Reports/Claim Forms) for more detail.</p>
2.8 Emergency dental treatment	
Treatment carried out within 48 hours of accidental injury to sound natural teeth, to alleviate pain, stop bleeding, restore a natural tooth or replace it with a temporary crown.	<p>Benefit on the Core and Child plans.</p> <p>Treatment which is cosmetic, and any follow-up treatment after the initial consultation.</p> <p>Fees charged for completing forms, reports, certificates and use of consulting room. Refer to General Exclusion 5.21 (Hospital/Clinic Room Costs) and 5.24 (Medical Reports/Claim Forms) for more detail.</p>
2.9 Home nursing	
Treatment referred by a specialist immediately following a period of eligible in-/day-patient treatment . We will pay for full-time skilled nursing care by a qualified nurse which would otherwise be provided on an in-patient basis in a hospital/clinic .	Benefit on the Child plan .
2.10 Routine maternity	
Cash benefit payable per episode of childbirth. This benefit is payable on presentation of a birth certificate and pregnancy medical notes within 60 days from the date of childbirth.	<p>Benefit on the Core and Child plans.</p> <p>Benefit if you have not been insured on this plan for at least one year before childbirth.</p> <p>If we have paid any claims for complications of pregnancy and/or childbirth, the amount paid will be deducted from this benefit.</p>



Level 3 Cover: Routine Health Checks, Medical Aids and Appliances

What we pay for	What we do not pay for
3.1 Dental examination, scale and polish	
Routine dental check-up, scale and polish.	<p>Benefit on the Child plan.</p> <p>Any other dental work required even if need for treatment is established during the check-up.</p> <p>Check-ups required to monitor the progress of any ongoing dental treatment.</p>
3.2 Eye test	
Routine eye test by an optometrist / ophthalmologist.	<p>Benefit on the Child plan.</p> <p>Tests that are carried out as part of an employer's scheme in relation to the upkeep of health and safety standards.</p>
3.3 Cervical cancer screening	
Routine smear (Pap test) and HPV (human papilloma virus) test.	Benefit on the Child plan .
3.4 Mammogram / breast ultrasound (members aged 40+)	
Routine mammogram and/or breast ultrasound.	<p>Benefit on the Child plan.</p> <p>Benefit if you were not 40 years of age at the start of the policy year.</p>
3.5 Prostate examination / PSA test (members aged 40+)	
Routine prostate examination and/or PSA test.	<p>Benefit on the Child plan.</p> <p>Benefit if you were not 40 years of age at the start of the policy year.</p>
3.6 Blood tests: liver function, lipid profile, fasting glucose, complete blood count (members aged 40+)	
<p>Routine blood tests: liver function, lipid profile, fasting glucose and complete blood count.</p> <p>This benefit is subject to any exclusions shown on your member certificate.</p>	<p>Benefit on the Child plan.</p> <p>Tests carried out as part of the ongoing management of a chronic medical condition.</p> <p>Benefit if you were not 40 years of age at the start of the policy year.</p>

What we pay for	What we do not pay for
3.7 Bone density scan (members aged 40+)	
Routine bone density scan.	Benefit on the Child plan . Benefit if you were not 40 years of age at the start of the policy year .
3.8 Prosthetics, medical aids and appliances	
<p>Prosthetics (artificial extensions that replace a missing body part) which are not surgically implanted.</p> <p>Purchase of medical aids or appliances such as neck collars, splints, foot supports, wheelchairs, crutches, hearing aids and orthotics.</p> <p>This benefit is subject to any exclusions shown on your member certificate.</p>	Benefit on the Child plan .

4. International Emergency Medical Assistance

This benefit is applicable only to members insured on the Complete plan.

This service is provided by Global Response Limited who operate a worldwide, multilingual, round-the-clock **emergency** medical service. They are available 24/7 to give immediate advice and direction in getting **treatment** locally, or make necessary arrangements for **your** repatriation or evacuation. Global Response will contact **hospitals**, guarantee eligible medical costs, and consult with medical advisors where necessary.

Cover is applicable worldwide in case of a sudden onset 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**.

4.1 How to use the service:

- If **you** suddenly fall ill or are injured, call Global Response on telephone +44 2920 468 500 or fax: +44 2920 468 797 immediately, (state that you are a Citadel **member** and quote **your policy** number)
- Global Response will contact **hospitals**, guarantee eligible medical costs, and consult with medical advisors where necessary.
- Global Response will assess **your** condition and advise whether **you** need to be evacuated. If **you** do, they will make the necessary arrangements to take **you** to a place where **you** can get the appropriate **treatment**.
- If **you** are under the age of 18, or whenever **we** consider it appropriate due to the nature of **your medical condition**, **we** will pay for another **member** over the age of 18 to accompany you.
- Following evacuation Global Response will arrange for **you** to be returned to **Malta** by regular scheduled airline or other means of transport which they deem appropriate.
- If **you** die while away from **Malta**, Global Response will arrange for **your** body to be taken back to **Malta** or **your** country of origin.

4.2 Exclusions specific to this service

You will not be eligible for this service if:

- **you** make **your** own arrangements for any-medical **treatment**, including evacuation and repatriation; or if **you** have not contacted Global response within 30 days immediately following **your** injury or admission to **hospital**;
- **your medical condition** does not require immediate **in-patient treatment**;
- **your medical condition** does not prevent **you** from continuing to travel or to work;
- **your** injury or **medical condition** results from **your** participation in dangerous or professional sport (refer to General Exclusion 5.28 Participating in Professional or Dangerous Sport) ;
- **you** need to be moved from a ship, oil-rig platform or any similar off-shore location;
- at the time the need for the service arises, **you** are insured by any other insurance **policy**;
- if **you** are travelling to a country or area that the UK's Foreign and Commonwealth Office (FCO) lists as a place which, for any reason, it advises against.

Any **treatment** required upon **your** return to **Malta** will be paid out of **your** standard benefits and will be subject to all other **policy** terms and conditions.

4.3 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 needed; or
- any reason beyond **our** control, including but not limited to strikes, flight conditions and/or visa restrictions, impedes the provision of the service.

5. General Exclusions

In addition to the exclusions listed in the benefits description, we will not pay for the following:

5.1 Addictive conditions / disorders

Treatment of alcoholism, drug abuse, or any addictive condition whether or not relating to psychiatric disorders or prescription drugs and any related **medical conditions** resulting from these; and eating disorders.

5.2 Appliances & medical aids

The costs of providing and fitting any external prosthesis or medical appliance unless specifically covered by **your plan**.

5.3 Chronic illness

We reserve the right to determine when a **medical condition** **we** have been paying for has become recurrent or **chronic**, and to apply additional personal exclusions to **your policy** with immediate effect. **We** will then not pay for any further investigations, regular monitoring or consultations with any **medical practitioner**.

We will cover the cost of **treatment** of an **acute flare-up** of a **chronic medical condition** (a sudden and unexpected deterioration of the **medical condition** that is likely to respond quickly to **treatment**, which aims to restore **you** to **your** state of health immediately before suffering the **acute flare-up**) providing this is not part of the normal recurring nature of the condition.

5.4 Complications from excluded or restricted conditions

Treatment for any **medical condition** detailed on **your member certificate** as restricted or excluded by **us**, including any complications arising from the condition.

5.5 Congenital conditions

Treatment and/or correction of any congenital

condition, unless **you** are insured on medical history disregarded basis. In this case **we** will pay up to a maximum of €100,000 in **your** lifetime, subject to the benefit limits of **your plan**.

5.6 Contamination, wars and riots

Treatment arising from nuclear or chemical contamination including the use, misuse, escape or explosion of any gas or hazardous substance; war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, riot, civil disturbance, wilful violation of the law, rebellion, revolution, insurrection, military force or coup, act of terrorism or any similar event.

5.7 Cosmetic treatment

Cosmetic **treatment** including reconstructive surgery; and **treatment** to remove healthy or non-diseased tissue whether or not for psychological or medical reasons. **We** will however pay for reconstructive surgery to restore function or appearance where this is medically necessary, and a direct result of an **accidental injury** or **cancer** that occurs after **your policy start date**.

5.8 Criminal activity

Treatment following any act committed by **you** which is deemed to be a criminal act, violation or attempted violation of law, in accordance with any applicable law of the jurisdiction where the act is perpetrated; resistance to lawful arrest or lawful imprisonment; injuries resulting from an affray unless there is clear evidence in a police report that **you** were not the aggressor.

5.9 Deafness

Treatment for deafness that arises as a result of maturity or ageing.

5.10 Dental treatment

Periodontal, orthodontal and endodontal **treatment**, such as but not limited to simple extractions, restorations, root canal **treatment**, implants, crowns, veneers, bridges and dentures; minor enamel, dentine and incisal edge fractures.

We will pay for the following dental **surgical procedures** provided **you** have been continuously covered by the **policy** for at least two years before the symptoms are first noticed, and the procedure is performed by a consultant oral or maxillofacial surgeon:

- surgical removal of impacted or buried teeth;
- complicated buried roots;
- surgical drainage of a fascial space (tracking) abscess; and
- removal of jaw cysts

We will also pay for **emergency** dental **treatment** if this is included in the cover of **your** selected **plan**.

5.11 Developmental delay

Treatment related to developmental delay or learning difficulties, whether physical or psychological, including but not limited to dyslexia and dyspraxia; behavioural problems such as attention deficit hyperactivity disorder (ADHD); delayed speech and hearing disorders; and problems related to physical development.

5.12 Drugs & dressings

Any drugs which can be purchased over the counter without a prescription from a **medical practitioner**, such as medicated shampoo, soap, toothpaste; headache and cold cures, pain killers and vaccinations; vitamins and oral contraception even if prescribed.

5.13 Experimental treatment, unlicensed drugs and unlisted surgical procedures

Treatment which, based on established medical practice in **Malta**, is considered to be experimental or unproven, or for which there is insufficient evidence of safety or effectiveness; **treatment** using unlicensed drugs or the use of drugs outside the terms of their licence in **Malta**; and **surgical procedures** not listed in **our schedule of procedures**.

5.14 Eyesight

Treatment to correct **your** eyesight including laser **treatment**, or the cost of optical aids such as spectacles and contact lenses. **We** will however pay for **treatment** that is needed as a result of an injury affecting the eye(s) or an **acute medical condition**.

5.15 Frail care

Costs for services provided for frail care, including accommodation, general nursing care received in a convalescence or nursing home, respite care, and domestic support that does not require a qualified practitioner; and any **treatment** in a nursing home, **hospital** or **clinic** which has effectively become **your** place of domicile or permanent abode.

5.16 Gender reassignment

Sex change / gender reassignment or **treatment** which results from or is in any way related to such **treatment**.

5.17 Health hydros, nature cure clinics & spas

Any **treatment** or services received in health hydros, spas, nature cure clinics or in any similar establishment.

5.18 HIV/AIDS

Treatment for or arising from human immunodeficiency virus (HIV) or acquired immune deficiency syndrome (AIDS).

5.19 Hormone replacement therapy

Hormone replacement therapy (HRT) unless this is prescribed by a **specialist** following an eligible **surgical procedure** up to a maximum of two years from the date of surgery, and is taken in the form of implants or patches.

5.20 Hotel accommodation & travel costs

Any hotel accommodation and travel costs relating to **your treatment**.

5.21 Hospital / clinic room costs

Clinic / consulting room fee for out-patient complementary, psychiatric and emergency dental **treatment**. We will pay a set amount towards the clinic / consulting room fee for out-patient **GP** and **specialist** consultations. The total amount we will pay for the consultation and clinic fee will not exceed the **fair and reasonable cost** set for **GP** / **specialist** consultations respectively.

5.22 Infertility, birth control and conception

Investigations or **treatment** for, related to or arising from:

- birth control including sterilisation and its reversal;
- any type of contraception;
- intentional termination of pregnancy;
- infertility, impotence or other sexual dysfunction; and
- any form of human-assisted reproduction.

5.23 Life support machines

Costs for the use of a life support machine or similar device beyond the first fourteen days of use.

5.24 Medical reports / claim forms

Fees incurred for obtaining a medical certificate or report, or completing, in full or in part, a proposal form or claim form.

5.25 Obesity

Treatment for obesity, including **surgical procedures**, or **treatment** which results from or is in any way related to this condition, including weight management.

5.26 Organ transplants & donor organs

The purchase of donor organs, including the removal of a donor organ from a donor, the removal of an organ from the **member** for the purposes of transplantation into another person, compatibility tests, transportation of the donor organ and the cost of administrative procedures.

5.27 Pandemic

Treatment of illnesses arising from a pandemic.

5.28 Participation in professional or dangerous sport

Treatment for injuries that arise from participation in professional or semi-professional sport (for which **you** receive payment or benefit in kind) or from any hazardous sport or activity including but not limited to:

- Hang-gliding, parachuting or bungee jumping or any form of aerial flight except where **you** are a passenger travelling in a fully licensed standard type aircraft which is owned and run by a recognized airline on a set route;

- Jet-skiing, power boat racing, water ski jumping, free diving and scuba diving;
- Polo or show-jumping;
- Rock climbing or mountaineering;
- Riding or driving in a race, rally or competition;
- Judo or martial arts of any kind;
- Competitive winter sports, off-piste skiing or snowboarding, ski-jumping, bob-sleighing, lugging or heli-skiing.

5.29 Pre-existing medical conditions

If **your** cover is subject to **medical underwriting**, we will not pay benefit for investigations and **treatment** of any **medical condition** that occurred before **you** joined the **policy**. **We** reserve the right to impose terms for **medical conditions** which should have been disclosed on **your** proposal form but were not.

5.30 Pregnancy and childbirth

Routine pregnancy checks, normal childbirth and birth by elective Caesarean section. **We** will however pay for additional **treatment** costs incurred by complications of pregnancy and/or childbirth if **you** have been insured on this **plan** for a continuous period of one year prior to the expected date of delivery.

5.31 Rehabilitation

Accommodation and ancillary costs for rehabilitation and convalescence.

5.32 Renal failure

Kidney dialysis for more than six weeks immediately before and/or after a kidney transplant; regular or long term dialysis for **chronic** or end-stage kidney failure.

5.33 Routine & preventive care

Any routine, precautionary or preventive examinations, health checks including routine dental, hearing and sight tests unless included in **your** cover;

vaccinations, screenings (including screenings of familial conditions) or preventive **treatment**.

We will not pre-authorise benefit for gastroscopies, colonoscopies and colposcopies. **We** would be able to assess eligibility of relevant claims upon receipt of test results.

5.34 Self-inflicted injury / suicide

Treatment arising from any self-inflicted condition or injury or from attempted suicide.

5.35 Sexually transmitted infections

Treatment related to any sexually transmitted diseases or infections.

5.36 Sleep disorders

Treatment relating to sleep apnoea, snoring, insomnia or other sleep disorders.

5.37 Speech disorders

Speech disorders of any kind, except where **treatment** is short-term therapy given by a qualified therapist which takes place during or immediately following **treatment** of an **acute medical condition**, such as a stroke, and which is considered by **your medical specialist** in charge of **your treatment** as medically essential.

5.38 Unreasonable costs

Costs in excess of those established by **us** as being **fair and reasonable**; extra **hospital/clinic** accommodation costs arising from social and domestic circumstances; **hospital/clinic** accommodation costs for **treatment** which could have been performed on an **out-patient** basis; and any other costs for **treatment** which is not medically essential.

5.39 Unrecognised medical providers

Treatment received from a **medical practitioner** who is not licenced by the competent authority in the country where the **treatment** takes place, or who has been temporarily or permanently removed from a medical council's registry; and **treatment** received in a **hospital/clinic** not authorised by the competent authority in the country where the **treatment** takes place or which does not have suitable facilities for the type of **treatment** required.

6. Making a Claim

You can expect **our** full support and assistance when **you** need to make a claim since **we** understand that ill-health or injuries may cause **you** increased anxiety and disquiet.

You may download a claim form from **our** website www.citadelplc.com, or contact **us** so **we** can send **you** one by post. Please make sure that the claim form is completed, signed and dated, and that all necessary documents are attached so that **we** can process **your** claim as quickly as possible.

We reserve the right to change the procedure for making a claim at any time. In such case **you** will be notified in writing immediately or upon renewal. **You** are responsible to pay any costs that are not eligible for payment under **your plan**.

6.1 Out-patient treatment

Always visit **your general practitioner** for each new **medical condition**. The **GP** will complete part 5A of **your** claim form.

If **you** need further **treatment**, the **specialist** will complete part 5B of the claim form. All **specialist** consultations must be **GP-referred**. **We** will only make an exception for consultations with a gynaecologist or paediatrician for children up to 10 years of age.

Send **us** the completed claim form within two months of the date of **your** first **treatment**, with original receipts for consultations and any tests. **We** will also need a copy of **your** test results.

If **your medical condition** persists for over three (3) months you may be required to obtain another **GP** referral prior to seeking **specialist** advice for the same **medical condition**.

6.2 In-patient and day-patient treatment, out-patient surgery, psychiatric treatment, home nursing, CT, MRI & PET scans

Call **us** on telephone 20106263 or email **us** on healthclaims@citadelplc.com to pre-authorise **your treatment**. **We** will need the following information:

- **your** name and contact details
- planned **treatment** date
- **hospital/clinic** and consultant details
- (in the case of surgery) – the **surgical procedure** code (this will be given to **you** by **your specialist**)

We will send **you** a **treatment** guarantee form confirming **your** cover. **We** are not bound by any oral commitment relating to claims authorisation not confirmed by **us** in writing.

If direct settlement is not confirmed, but **you** are eligible for cover for **your treatment**, settle the bill and send **us** the original receipts within two months of the **treatment** date for settlement.

If direct settlement has been confirmed, **we** will pay the **hospital/clinic** directly. **You** are advised to confirm with the **hospital/clinic** that they have received **our** written authorisation before undergoing **treatment**.

Should **you** need **emergency** medical **treatment** and **you** are unable to call **us** in advance, please instruct another person to call **us** as soon as possible to confirm cover for **your treatment**. Unless the **hospital/clinic** has obtained direct settlement authorisation from **us**, **you** may be required to settle the full cost of **your treatment**.

6.3 Currency of claim payment

We will pay claims in Euro. Receipts for costs in a currency other than Euro will be converted using the closing exchange rate published by a foreign exchange service provider of **our** choice on the date when **we** settle **your** claim. All payments will be subject to any exchange control regulations in force at the time, and **you** will be responsible for any exchange costs.

6.4 Payment of benefits

Claim payments will be addressed to **you** except when:

- the claim is for a **dependant** aged 18 years and over. In this case **we** will pay the **member** claiming benefit;
- **you** have given **us** instructions on section 6 of the claim form to pay a third party;
- **we** have agreed to pay a service provider directly;
- **you** or an adult **dependant** die, in which case **we** will pay the executors or the legal heirs of the relatives' estate as the case may be.

6.5 Independent medical examinations

We may occasionally ask **you** to undergo independent medical examinations with a **medical practitioner** appointed by **us** for the purpose of advising **us** and providing **us** with a report regarding any medical issues relating to **your** claim. This will be at **our** expense. **We** reserve the right not to pay the claim if **you** fail to co-operate with **our** request and/or **our** **medical practitioner**.

6.6 Other insurance

If **you** have any other current insurance **policy** that covers the **treatment** **you** are claiming for in full or in part, **you** must provide **us** with full details of the other **policy**, including the insurer name and address, **policy** and claim number and any other relevant

information when **you** first submit **your** claim. This may involve **us** sending information regarding **your** claim to the other insurer. **We** will contact the other insurance company to ensure that **we** only pay **our** proportion of the claim and **you** agree that all rights of recovery that **you** may have are to be subrogated to **us**.

6.7 If somebody else has caused you to claim

If **you**, or a **dependant**, are claiming under this **policy** for eligible **treatment** for a **medical condition** or injury caused by somebody else (a 'third party'), **you** must inform **us** as soon as possible and provide **us** with all the relevant details of the third party.

If **you** are pursuing a personal claim for damages against the third party, **you** must provide **us** with the full name and address of **your** appointed lawyer handling the action. **We** will then contact the lawyer to register **our** interest and seek to recover **our** own costs, plus interest, in addition to any damages that **you** may recover or be awarded.

You agree that all rights of recovery that **you** may have are to be subrogated to **us** and if **we** choose, **we** also have the right in **your** name but at **our** expense to:

- take over the defence or settlement of any claim;
- start legal action to claim compensation from a negligent third party;
- start legal action to recover from any third party payments that have already been made.

If **you**, or a **dependant**, are able to recover from the third party (whether or not through legal action) compensation that includes any **treatment** costs that **we** have paid, **you** must repay **us** that amount of costs. Any interest that **you** may also have been awarded that relates to the recovered **treatment** costs is also payable to **us**. If **you** only receive a proportion of **your** claim for damages, then, **you** should repay **us** the same proportion of **our** costs.

6.8 If we pay claims outside the terms of your cover

We may at our discretion agree to pay for **treatment** costs that are beyond the terms of **your plan** on ex-gratia basis. This does not mean that **we** will make them again in the same or similar circumstances.

6.9 Dishonest / fraudulent claims

If any claim made under this **policy** is in any way dishonest or fraudulent **we** will not pay any benefit for that claim. **We** reserve the right to recover any benefit already paid to **you** for that claim before discovery of the dishonest or fraudulent act. **We** also reserve the right to cancel cover with immediate effect and proceed judicially in such cases.

7. Your Membership

7.1 Who can be covered under this policy

- **you** and any **dependants** who are habitually resident in **Malta** for at least 245 days in each **policy year**.
- Any **member** who is under 65 years of age at the **policy start date**.

We may at **our** discretion request proof of identity of any insured **member** in order to comply with regulations. **We** may also request evidence of **your** state of medical health, including but not limited to medical reports.

7.2 Policy period

The **policy** is issued for a period of one year with effect from the **start date** unless otherwise agreed by **us**.

The **policy start date** will be included on **your member certificate** together with any special terms and conditions, subject to receipt and acceptance by **us** of **your** proposal form and payment of the premium due. If **we** refuse to provide cover **we** will notify **you** in writing, however **we** are not obliged to state the reasons for **our** decision.

7.3 Policy renewal

7.3.1 The **policy** will terminate automatically on the expiry date and is renewable annually subject to **our agreement** and payment of the premium due prior to the **renewal date**. At the end of the **policy year**, **you** may renew **your policy** on the terms and conditions and premium applicable at the time of renewal, which will be notified to **you** in writing.

7.3.2 Cover for a child member on the Child Plan who turns eighteen (18) years of age during the **policy year** will be automatically cancelled at renewal. The insured **member** (child) may then choose to transfer his/her cover to a similar **plan**. If there is no

break in cover, **we** may consider a transfer of cover on continued personal medical exclusion basis.

7.3.3 **We** reserve the right to refuse to accept **you** or any of **your dependants**, or to renew **your policy** on the **renewal date**. **We** will however not exercise this right as the result of **your** claims experience or changes in the state of **your** health.

7.4 Premium payment

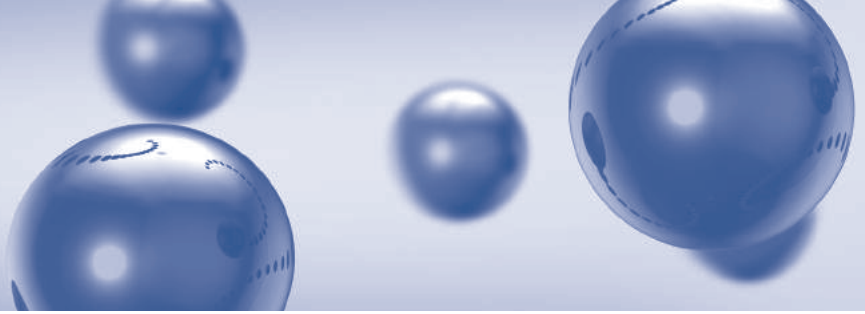
7.4.1 **You** are responsible for paying all premiums due to **us** including premium for any **dependants**; whether annual premiums due on inception of cover or renewal or pro-rata/additional premiums for any changes or additions affected during the **policy year**.

7.4.2 Premium is payable in Euro and **you** can choose to pay **your** premium at intervals other than annually subject to a charge. Payment by installments will only be accepted if premiums are paid by variable direct debit mandate. The full annual premium is always due and, in the event that **you** fail to pay any instalment as it falls due, **we** may request that the full outstanding balance of the premium is paid immediately.

7.4.3 If premium is not paid by the due date, the **policy** may be cancelled, and reinstatement of cover will be at **our** sole discretion. **Your** entitlement to benefit will end after the last day of the period covered by **your** final premium payment and, in such circumstances, **we** will only be liable for the cost of eligible **treatment** that takes place before that date. **We** also reserve the right to defer payment of any claims pending payment in full of all outstanding premiums.

7.5 Making changes to your policy

7.5.1 **You** are to notify **us** in writing of any changes in **your** address.



7.5.2 **Plan** changes can only be affected at renewal. Benefit improvements/upgrades may be subject to **medical underwriting** and cover for **medical conditions** existing at the time of the upgrade may be restricted to the benefits of **your previous plan**.

7.6 If we make changes to your cover

7.6.1 **We** may review premiums from time to time, however any changes will only be made effective to **your policy** from the **renewal date**. **We** will inform **you** of applicable premium payable prior to the **renewal date**.

7.6.2 **We** will not add any personal exclusions to **your** cover for medical conditions that commenced after **you** joined the **plan** (other than **medical conditions** which have become **chronic** in nature during a **policy year**) provided **you** gave **us** all the information requested by **us** prior to joining.

7.6.3 **We** will issue a new **member certificate** to record any changes in cover requested by **you** or which **we** are entitled to make. The new **member certificate** will replace any earlier **member certificate** issued.

7.6.4 If **you** do not accept any of the changes made by us, **you** can terminate **your** cover within fourteen (14) days of the effective date of the changes.

7.6.5 **We** may terminate or discontinue the **plan** named on **your member certificate**. If we do, **we** will notify **you** in writing prior to the **renewal date** and endeavour to provide **you** with an alternative **plan**.

7.7 Adding dependants to your policy

7.7.1 **You** may apply to include additional **dependants** to **your policy** at the **policy renewal date**. Inclusion will be subject to a completed proposal form and **medical underwriting**.

Cover will be confirmed once premium has been paid and **we** have issued a revised **member certificate**. The cover **start date** and any special terms and conditions applicable for each new **member** will be detailed on **your member certificate**.

7.7.2 **We** will accept inclusion of a newborn child to **your policy** as an insured **dependant** on **your** same **plan** if **you** advise **us** within sixty (60) days of the child's birth date. **You** will be required to produce a copy of the child's birth certificate. If **you** have been insured for at least one year before the birth, **we** will not apply the exclusion for pre-existing **medical conditions** or require the child to be medically underwritten. No premium will be charged for the child until the next **renewal date** from the child's date of birth.

In the case of a child born as a result of assisted conception (other than artificial insemination), or in the case of an adopted or fostered child, **you** will be required to produce evidence of the child's health, and the child will be subject to full **medical underwriting**. **Treatment** for any congenital deformity would also be excluded from cover in such instances.

7.8 Termination of cover for a child dependant on your policy

You should inform **us** in writing of any change of status or any change of residence in the case of **your dependant** child which occurs during the **policy year**.

Cover for **your dependant** child will cease at the expiry of the **policy year** following **your** child's marriage or **your** child moving out of his/her parent/legal guardian's home.

If **your dependant** child becomes a parent and would like to insure his/her own child, **your** child's cover will be automatically transferred from **your policy** to an independent **policy**. This is irrespec-

tive of whether **your** child still resides with **you**/ other parent/legal guardian.

7.9 In the event of you becoming divorced or separated

If **you** should become separated/divorced **you** must inform **us** in writing within three (3) months of the date of separation/divorce providing proof of the separation/divorce. **Your dependants** can continue their cover on an independent **policy** provided they apply within thirty (30) days of the divorce/separation date. **We** will advise them of the new premium and, provided they join within that period, they can continue with the same **medical underwriting** terms that applied under this **policy**. Cover must be continuous and any existing special terms and conditions, such as personal exclusions, will continue to apply. The benefits, terms and conditions of the new **policy** may be different from those of this **policy**.

7.10 If you die

If **you** should die, **your** cover will be cancelled from midnight of the day of **your** death. Any paid up premiums for the period after the cancellation date may be refunded to the executors of **your** estate or legal heirs, as the case may be, provided that **we** are notified in writing within three (3) months of **your** death and provided with a copy of **your** death certificate. No refund will be payable if **we** have paid claims in **your** respect during **your** last period of insurance.

Your dependants can continue their cover with **us** under the same individual **policy** until the **renewal date**.

8. Terms for Joining

8.1 The terms for joining **your** Citadel policy will be one of the following; this will be specified on **your member certificate**.

8.1.1 Full medical underwriting (FMU)

Your policy does not cover **medical conditions** (and any **medical conditions** associated with them) which existed before **your policy start date**. When completing **your** proposal form, **you** gave us details of **your** medical history and that of any insured **dependants**. Any pre-existing **medical conditions** **you** had in the past and which are likely to require **treatment** in the future have been excluded either indefinitely or for a set period of time. By pre-existing **we** mean a **medical condition** which **you**:

- experienced symptoms of;
- have sought advice or received medical **treatment** for; or
- to the best of **your** knowledge, were aware of, or should reasonably have known about even if **you** did not consult a **medical practitioner**.

Where necessary, **we** may seek information from any **medical practitioner**, **hospital/clinic**, laboratory, other health providers, and other health insurance providers that have records of **your** medical history in order to verify the information provided during the underwriting process or at any time thereafter. If **you** failed to provide **us** with full and accurate information on **your** proposal form, then this may result in delayed or rejected claims and, in some circumstances, in **us** cancelling **your policy**.

8.1.2 Continued personal medical exclusion (CPME)

If **you** have been covered by another insurance **policy** where **you** had completed a proposal form giving **your** medical history and were medically underwritten immediately before transfer to Citadel Insurance p.l.c., any exclusions applied on **your** previous **member certificate** will be transferred to **your policy**. **You** will not be covered for any **medical condition** which

was excluded by **your** previous insurer, or which existed before **you** took out **your** previous **policy**, whether this was disclosed to **your** previous insurer or not. **We** reserve the right to impose personal exclusions in such cases.

Please note that the benefits, terms and conditions of this **policy** may be different from those of **your** previous **policy**.

8.1.3 Medical history disregarded (MHD)

No personal exclusions have been applied in relation to pre-existing **medical conditions**. This does not affect the other terms and conditions of this **policy**.

8.2 Reviewing of personal exclusions

Personal exclusions can, in certain cases, be reviewed, and will have a review period specified in the **member certificate**. **You** may request a review within thirty (30) days of **your renewal date** which falls in the same year as specified on the exclusion wording. **We** would need medical evidence to help us assess the eligibility of **your** request. Any such evidence will have to be obtained at **your** expense. **We** will not remove any personal exclusion relating to a **chronic medical condition**.

9. Cancelling Your Policy

9.1 Cooling-off period

You may cancel **your policy** for any reason from the **policy start date** provided **you** advise **us** in writing within ten (10) working days of the **start date**. **We** will refund all premiums **you** have paid, provided that **you** and/or any **dependant** have not already made a claim.

If **we** do not hear from **you** within this period, the **policy** will be in force for one year, and **you** will be liable to pay any premium due for the **policy**.

9.2 Rejoining after cancellation

If **you** propose to rejoin following cancellation of cover, **you** will be required to complete a new proposal form and **we** may impose new **medical underwriting** terms different to those previously offered.

If the proposal for reinstatement of the cover is made within fourteen (14) days from the cancellation date then **we** may, at **our** discretion, accept reinstatement of cover subject to payment of premium. **We** may also request evidence of **your** state of medical health.

9.3 Our right to cancel your policy

We may cancel, refuse to renew or change the terms of **your policy** at any time if **you** commit a material breach of the terms and conditions of **your policy**, including but not limited to:

- the non-payment of premium when it is due;
- misrepresentation, non-disclosure and failure to act in utmost good faith;
- attempting to claim benefit that **you** know **you** are not entitled to claim;
- **you** and/or any **dependant** are living or travelling outside of **Malta** for more than 245 days in a **policy year**.

We will advise **you** in writing if **we** cancel **your policy** providing **you** with the reason for cancellation.

In such cases **we** reserve the right not to refund any premium that has been paid.

10. Group Membership

The terms and conditions of **your** group membership are governed by an **agreement** between the **sponsor** (usually **your** employer) and Citadel Insurance p.l.c. under which the **plan** membership is arranged for **you** and, where applicable, for **your dependants**. No legal contract exists between **you** and **us** covering **your** membership of the **plan**. This **policy**, together with **your** proposal form and **your member certificate**, set out the details of **your** cover subject to any variations agreed between **us** and **your sponsor**, who is responsible for informing **you** of any variations in the terms and conditions of **your** cover. **Your member certificate** specifies any **medical conditions, treatment** or costs for which cover may be restricted or excluded by **us**. All documentation is sent to **you** via **your sponsor**. Any enquiries regarding **your** cover are to be directed to the group administrator or person responsible for administering the **policy** on behalf of **your sponsor**.

10.1 Eligibility

Where a contract of insurance is in respect of a group **policy**, only the persons confirmed by the **sponsor** and listed in the **agreement** are eligible for cover under the group **policy**.

Inclusion of **dependants** is only possible provided this has been specified in the **agreement** between **your sponsor** and **us**.

10.2 Paying premiums and renewing your policy

If **you** are covered by a group **agreement**, then **your sponsor** is responsible for paying **us** the premium payable in respect of the cover provided for **you** and any of **your dependants**.

If **you** or **your dependants** are accepted by **us** during the currency of the group insurance **policy** then **your sponsor** shall pay a pro-rata premium based on the number of days remaining between the **start date** of **your** cover and the **renewal date** of the group **policy**. Renewal of **your** cover is subject to **your sponsor's** in-

structions to renew **your** cover under the **agreement**.

10.3 Changes in cover

The terms and conditions of **your** cover may be changed by **agreement** between **your sponsor** and **us**. However, any such changes may only be made at **renewal date**.

We will issue a new **member certificate** to record any changes in cover requested by **your sponsor** or which **we** are entitled to make. The new **member certificate** will replace any earlier version from the issue date shown on the new **member certificate**.

10.4 Cancelling your policy

Besides what is stated in section 9.3 Our Right to Cancel Your Policy, **your sponsor** may request that **we** cancel **your** cover by writing to **us**.

Furthermore **your** membership will automatically terminate if:

- the **agreement** between **your sponsor** and **us** is terminated;
- **your sponsor** does not renew **your** membership;
- **your sponsor** does not pay the premium due under the **agreement**;

Instructions to terminate **your** membership will automatically mean termination of **your dependants'** cover.

We may cancel the entire group insurance **policy** if there is reasonable evidence the **sponsor** has misled **us** or withheld necessary information from **us**.

If the **agreement** or **your** cover is terminated for any reason whatsoever, **you** may apply for individual membership. In such a case, **you** should complete a proposal form and make a full medical history declaration in respect of all persons proposing for cover. **We** may make an exception to this if **you** were in-

cluded on the group **policy** on a medically underwritten basis, there is no break in cover during **your** transfer between **policies** and **you** are transferring to the same or similar level of cover. **We** reserve the right to apply any exclusions for any existing **medical conditions** even if such **medical conditions** were previously covered under the group **policy**.

11. General Conditions

11.1 Right to alter policy terms

We reserve the right to alter the **policy** terms and conditions, premium rates and **tables of benefits** at any time. **We** will advise **you** in writing of such changes and these will only become applicable from **your renewal date**.

11.2 Compliance with policy terms

Our liability under this **policy** is subject to **your** full compliance with the policy terms. Failure to comply with the **policy** terms and conditions and/or making a dishonest claim may result in **us**:

- refusing to effect payment in respect of **your** claim;
- refusing to renew **your policy**;
- imposing different terms and conditions in respect of the cover provided;
- terminating **your policy** with immediate effect; or
- declaring **your policy** null and void in the event of misrepresentation or the non-disclosure of a **pre-existing medical condition**, and recovering any benefits already paid.

11.3 Waiver of policy terms

The non application or enforcement by **us** of any of the **policy** terms and conditions will not prevent **us** from doing so at a later date.

11.4 Maltese contract and jurisdiction

The **policy** is, for all intents and purposes, deemed to be a Maltese contract and shall be governed by the laws of **Malta** and subject to the exclusive jurisdiction of the Courts of **Malta**.

The benefits provided in the **policy** shall apply only to judgements, awards or orders that are delivered by or obtained from a Court in **Malta**.

Furthermore, the benefits shall not apply to a judgement, award or order obtained in **Malta** for the enforcement of a judgement obtained elsewhere, or to costs and expenses of litigation recovered by any claimant from **you** or any other persons entitled to indemnity under this **policy**, which costs and expenses of litigation are not incurred in **Malta**.

11.5 Arbitration

Any dispute, controversy, claim or matter arising out of, concerning or relating to the **policy**, shall solely and exclusively be referred to arbitration. The arbitration shall take place in accordance with the prevailing rules of arbitration under the Malta Arbitration Act, 1996, and held at the Malta Arbitration Tribunal. There shall be a sole arbitrator, who will be appointed by agreement between **you** and **us**.

An award must be made by an arbitrator before any court proceedings can be commenced against **us** and the claim shall be deemed to have been withdrawn, without the possibility of subsequent revival, if **we** refuse liability for a claim and this claim is not referred to arbitration within one **year** from the date of such refusal.

11.6 Data protection notice

We want **you** to be aware of what information **we** hold about **you** and to have the reassurance of knowing that **we** comply with the Data Protection Act 2001.

We will process any personal and/or sensitive data supplied on the proposal form or subsequently supplied by **you**, whether orally or in writing, for one or more of the following purposes:

- underwriting and issuing contracts of insurance, collecting premiums and submitting other bills, settling claims or paying other benefits, reinsurance, co-insurance and actuarial activities;

- the proper performance of **your policy**;
- underwriting of subsequent insurance proposal forms which **you** may send to **us**;
- preventing, detecting and/or prosecuting fraud and any other criminal activity which **we** are bound to report, and meeting any other specific legal or contractual obligations;
- establishing, exercising or defending any legal action;
- internal management, research and statistics, systems administration and the development and improvement of **our** products and services;
- the protection and promotion of **our**, and of **our** principal's, legitimate interests and the proper conduct of **our** business; and
- informing **you** by direct marketing about **our** range of products unless **we** have written instructions from **you** to the contrary.

11.7 Professional secrecy act, 1994

We are bound by the Professional Secrecy Act, 1994 with respect to information **you** give **us** in connection with **your policy**. However, the Insurance Business Act, 1998 provides for the exchange of such information with any other insurance company, insurance intermediary and/or the Commissioner of Police solely for the purpose of preventing, detecting or suppressing insurance fraud.

11.8 Compensation scheme

A compensation scheme is available, under the Protection and Compensation Fund Regulations 2003, should an insurer become insolvent, in respect of obligations that arise from a **policy** of insurance issued in **Malta**, subject to such limitations, restrictions and exclusions as may from time to time be in force.

12. Making a Complaint

We understand that sometimes things can go wrong. **You** are important to **us**, so if you have reason to complain, **we** would like to know. **Your** feedback will help **us** to continuously improve **our** service. **We** will try to resolve **your** complaint quickly in a professional and helpful way.

12.1 How to contact us

Please address **your** written complaint to:
The Health Manager
Citadel Insurance p.l.c.
26, Casa Borgo, Market Street
Floriana FRN 1082

12.2 How we will deal with your complaint

The time it takes for **us** to resolve **your** complaint will depend on how complex it is and how much investigation is required from **our** end. **We** will always try to resolve **your** complaint as quickly as possible, keeping **you** informed of **our** progress.

We will:

- Acknowledge **your** complaint promptly;
- Inform **you** who is dealing with **your** complaint so that contacting **us** is easier;
- Fully investigate **your** complaint and advise **you** in writing of **our** findings with clear explanations for the reasons behind **our** decision and what action **we** will take to put things right, if appropriate;
- Update **you** regularly at intervals not exceeding four weeks if the investigation is not complete and explain the reason for the delay.

12.3 What to do if you are still not happy with the outcome

We want to resolve complaints to **your** satisfaction whenever possible. In the unlikely event that **we** cannot reach agreement with **you**, **you** can refer **your** complaint to **our** Compliance Officer, at the same address, who will investigate **your** case.

Our Compliance Officer can provide **you** with an 'Information for Consumers' leaflet issued by the MFSA. Read it carefully and be guided accordingly or visit their website for more information.

If **you**, are still not satisfied with **our** final written response to **your** complaint, **you** may write to:

The Consumer Complaints Manager
Malta Financial Services Authority
Notabile Road
Attard BKR 3000

13. Definitions

13.1 Accidental injury

An external visible injury caused directly by accident.

13.2 Acute medical condition

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 immediately before suffering the disease, illness or injury, or which leads to **your** full recovery.

13.3 Acute flare-up of a chronic medical condition

A sudden and unexpected deterioration of a **chronic medical condition** that is likely to respond quickly to **treatment** that aims to restore **you** to **your** state of health immediately before suffering the **acute flare-up**. This does not include deterioration of a **chronic medical condition** where this is part of the normal progress of the illness or recurring relapses of a **chronic medical condition**.

13.4 Agreement

An **agreement**, in the case of group membership, between **us** and the **sponsor** listing the persons eligible for insurance cover and the terms and conditions under which **we** have accepted to provide the cover.

13.5 Area of cover

The geographical area where **you** are eligible to receive **treatment** and which is dependent on **your** selected **plan**.

13.6 Cancer

A malignant tumour, tissues or cells, characterised by the uncontrolled growth and spread of malignant cells and invasion of tissue.

13.7 Chronic medical condition

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

- it needs ongoing or long-term monitoring through consultations, examinations, check-ups and/or tests;
- it needs ongoing or long-term control or relief of symptoms;
- it requires **your** rehabilitation or for **you** to be specially trained to cope with it;
- it continues indefinitely;
- it has no known cure;
- it recurs or is likely to recur;
- it leads to permanent disability;
- it is caused by irreversible physical or mental changes.

13.8 Complementary treatment

Alternative **treatment** given by an acupuncturist, homeopath, chiropractor or osteopath; or **treatment** by a speech therapist, physiotherapist, or podiatrist/chiropodist, who is qualified and authorised by a competent authority to practice the profession in the country where the **treatment** is provided. Such **treatment** must be received as a result of referral by and under the control of **your general practitioner** or **specialist**.

13.9 Day-patient

A patient who is admitted to **hospital** or **day-patient** unit for a period of medically-supervised recovery, but does not occupy a bed overnight.

13.10 Dental treatment

Dental procedures undertaken by **your** dental practitioner which are clinically necessary for the maintenance and/or restoration of oral health including orthodontics, periodontics, endodontics, preventive dentistry and general dental care such as fillings and implants.

13.11 Dependant

The **subscriber's** spouse/partner, and the **subscriber's**/spouse's/partner's unmarried child/children who habitually live(s) at the same address of his/her parent(s)/legal guardian(s).

13.12 Diagnostic tests

Investigations carried out to identify the cause of **your** symptoms or illness, or the extent of **your** injuries.

13.13 Emergency

A sudden and unexpected acute medical episode which, without immediate **treatment**, could result in death or cause serious physical impairment.

13.14 Fair and reasonable costs

The cost in respect of any **treatment** which **we** determine to be reasonable. This means that the cost is not higher than that customarily made for **treatment** given by professionals of similar standing within the same area where the **treatment** is given. **We** also consider the complexity of the **treatment**, the degree of professional skill required, as well as local and international cost of living indices.

13.15 General practitioner / GP

A **medical practitioner** in general practice, other than a **specialist**, who is currently registered and licensed by a competent authority to practice medicine in the country where the **treatment** is provided.

13.16 Home nursing

Skilled nursing care provided by a state registered **nurse** which is arranged and supervised by a **specialist**.

13.17 Hospital / clinic

A state or private hospital, or a **day-patient** clinic licensed or registered by a competent authority to provide medical, surgical or psychiatric **treatment** under the laws of the country in which the **hospital/clinic** is situated, and where there is constant support by a **specialist**.

13.18 In-patient

A patient who is admitted to a **hospital/clinic** and who occupies a bed for one or more nights.

13.19 Malta

The Republic of **Malta**.

13.20 Medical condition

Any disease, illness or injury, not excluded under the terms of **your policy**.

13.21 Medical practitioner

A **general practitioner, specialist**, complementary medicine practitioner, or dental practitioner who provides active **treatment** of a known **medical condition**, who is currently registered and licensed by a competent authority to practice medicine in the country where the **treatment** is provided.

13.22 Medical underwriting

The process **we** use to decide the terms on which **we** will accept **you**, based on **your** declaration of **your** state of health on **your** proposal form, and other medical information.

13.23 Member

A person insured on a **policy**.

13.24 Member certificate

The certificate of insurance issued by **us** detailing the cover provided under **your** selected **plan** including any personal exclusions or endorsements.

13.25 Nurse

A person who is qualified and currently registered and authorised by a competent authority to practice the profession in the country where the **treatment** is provided.

13.26 Out-patient

A patient who attends a **hospital/clinic**, consulting room or **out-patient** clinic, but is not admitted as a **day-patient** or **in-patient**.

13.27 Palliative

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

13.28 Plan

The medical insurance plan type and level (where applicable) as shown on **your member certificate**.

13.29 Policy

The contract of insurance between **you** and **us** whose full terms and conditions are subject to the current versions of the following documents as sent to **you** from time to time:

- the proposal form submitted by **you** to **us** at the proposal stage which forms the basis of the contract,
- the policy,
- the **member certificate**,
- the **table of benefits** of **your** selected **plan**,
- any endorsements attached to the **policy**.

13.30 Policy year

A period of twelve consecutive months from the **start date** of the **policy** or from any annual **renewal date**.

13.31 Renewal date

The date following 12 months after the **policy start date** and each anniversary after that date; or any other date specified by **us** on **your member certificate**.

13.32 Schedule of procedures

The current list of **surgical procedures** and **diagnostic tests** which classifies the relative complexity of such **treatment**, which **we** use to assess the eligibility of **your treatment**, and determine the amount of benefit payable. The **schedule of procedures** is intended for use by **us** and **medical practitioners**, and is regularly updated to include new proven procedures. The category and level of complexity of **surgical procedures** is determined by **our schedule of procedures** as minor, intermediate, major, extra-major and complex.

13.33 Specialist

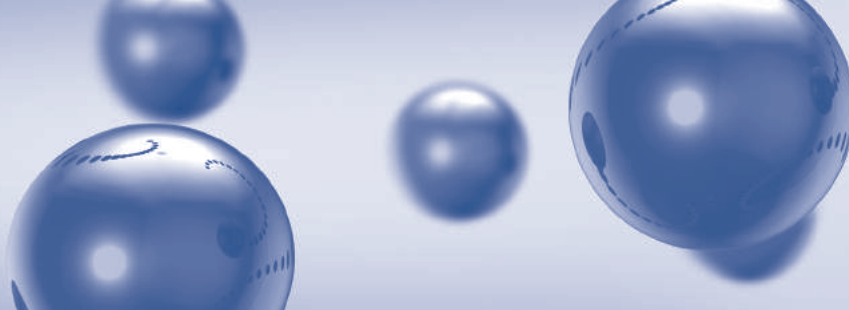
A **medical practitioner** who is or has been a consultant in a national **hospital**; is licensed by a competent authority to practice medicine in the country where the **treatment** is provided and is currently practicing in that appointment in the speciality for which the patient is receiving the required **treatment**.

13.34 Sponsor

A company, entity or individual with whom **we** have entered into an **agreement** to provide **you** with cover under a group medical insurance **policy**.

13.35 Start date

The date on which **your** insurance **policy** first starts as shown on **your member certificate**.



13.36 Subscriber

You as an individual person, or as an employee or **member** of a group medical insurance **policy**, aged 18 years and over at the **start date** of the **policy**, and who completes and signs a proposal form on **your** own behalf and/or of any **dependants**.

13.37 Supporting hospital/clinic

A **hospital/clinic** with which we have an agreement at the time of **your treatment**. The list of **supporting hospitals/clinics** may vary from time to time.

13.38 Surgical procedure

Any operation or other invasive surgical intervention which is listed in the **schedule of procedures**.

13.39 Table of benefits

The list of benefits applicable to **your** selected **plan** showing the various maximum limits payable for each **policy year/treatment**.

13.40 Treatment

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

13.41 We, us, our

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13.42 You, your

You, listed as the **subscriber** and/or any **dependants** named on **your member certificate**.



motor • home • marine • travel • business • health • life



Citadel Insurance p.l.c.

Casa Borgo • 26 Market Street • Floriana FRN 1082 • **Customer Services Office:** 28 St. Anne Street • Floriana FRN 9011

Tel: 2557 9000 • **Freephone:** 8007 2322 • **E-mail:** info@citadelplc.com • **Website:** www.citadelplc.com

Branches: Gżira 21332151 • Haż-Żebbuġ 21464873 • Naxxar 21419198 • Paola 21806247 • San Gwann 27330044 • Żejtun 21807779 • Mosta 21438880 • Victoria 21566660

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