Elmo
INSURANCE

HEALTH INSURANCE
POLICY DOCUMENT

Welcome

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

These documents set out all the features and benefits of the Elmo Health Insurance **Plans** which have been designed for the residents of Malta. It also explains how to make a claim, together with **Policy** terms and conditions.

Your Health Insurance **Policy** is there to cover **You** for costs arising from an unforeseen event and for eligible **Treatment** resulting from an unexpected **Accident**, injury or illness.

Do not wait until **You** have a claim to make sure **You** understand **Your Policy**. Please make sure that all the details shown in the Health Insurance **Policy Schedule** which also form part of the **Policy** are correct. Let **Us** know immediately if any changes are required.

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

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About Your Health Insurance Policy

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

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

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

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

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

Meaning of Words

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

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

Accident
A sudden and unexpected injury to the body caused by something which is unintentional and unexpected.

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

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

Approved fees / Customary and approved fees
We will pay for customary fees which are fees approved by **Us**. These are fees that are at the level normally charged and **We** may query or refuse to pay any changes which are above the normal range.

Area of Cover
The geographical area within which **You** are eligible to receive **Treatment** depending on the chosen **Plan**.

Cancer Drugs
Drugs to treat the **Acute** phase of cancer.

Cancer Treatment

Cancer Treatment refers to a maximum of six cycles of chemotherapy, or six weeks of radiotherapy for the **Acute** phase of cancer.

Chronic

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

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

Complementary Treatment

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

Company or Group Sponsor

Your employer and/or sponsor.

Company Agreement

An agreement **We** have with the company which allows **You** to register as the **Subscriber**. The agreement sets out who can be covered, when cover begins, how it is renewed and how **Premiums** are paid.

Country of Residence

Any country where **You** are considered by the relevant authorities to be resident and where **You** live for 180 days or more in a year.

Day-Patient /Daycare Treatment

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

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

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

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

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

General Practitioner / Family Doctor
A registered medical practitioner, other than a **Specialist**, licensed to practice medicine in Malta or in the country where **Treatment** is received.

Home Country
The country where **You** were born or lives permanently.

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

Lifetime
The period in which the **Member** is alive.

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

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

Participating Hospital
A hospital in Malta which is recognised by **Us**. They are subject to change from time to time and it is important to check prior to **Your Treatment** that **Your** chosen hospital is a **Participating Hospital**.

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

Period of Insurance
The period shown in the **Schedule** and any further period for which **We** accept **Your Premium**.

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

Plan
The level of cover, as shown in the Health Insurance **Policy Schedule**.

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

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

Policy Schedule
The **Schedule** gives details of the **Policyholder, Dependents, Period of Insurance** and any exclusions and/or restrictions.

Policyholder
The person named in the **Policy Schedule** who has the Insurance contract with **Us**.

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

Pre-existing conditions
Any disease, illness or injury for which **You/Your Dependents** have received medical advice or **Treatment** of which **You** have experienced symptoms prior to the inception date of **Your Policy**, whether medical attention has been sought or not and regardless of whether **You** were aware or not.

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

Prosthesis
An internal, permanent replacement of a missing body part.

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

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

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

Specialist/s
A medical practitioner who is duly authorised under the laws of Malta or in the country where **Treatment** is received to practice his speciality. The **Specialist Treatment** provided must be specifically qualified for the **Treatment** administered.

Surgical Procedure
An operation or surgical intervention listed in the **Schedule of Procedures**.

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

Table of Benefits
The **Table of Benefits** applicable to the chosen **Plan** shows the maximum limits payable each **Policy Year**.

Treatment
A surgical or medical procedure which is carried out by a **Specialist**, except where **Your Table of Benefits** specifically allows otherwise.

- In-Patient treatment

Treatment at a hospital or clinic where the **Member** is required to stay in a hospital bed overnight or longer.

- Day-Patient treatment

Treatment at a hospital or clinic where the **Member** is admitted to a hospital bed because treatment requires medically supervised recovery but does not need to stay overnight.

- Out-Patient treatment

Treatment at an **Out-Patient** clinic, a medical practitioner's consulting room, in a hospital when a **Member** is not admitted to a bed or when the **Member** is visited for the purpose of **Treatment**.

- Diagnostic procedures

Consultations and investigations needed to establish a diagnosis.

We/Us/Our
Elmo Insurance Ltd.

Year
Twelve calendar months from when **Your Policy** began or was last renewed. Unless **We** have agreed something different with the **Group Sponsor**.

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

Benefits that are covered by Your Policy

There are different **'Table of Benefits'** and **You** must read and refer to the level of cover indicated on **Your Policy Schedule.** Benefits will be paid in accordance with the **Table of Benefits** of the chosen **Plan**.

1. Benefit Limits

The **Policy** provides cover only to Maltese residents for eligible, medically necessary **Treatment** received within the **Area Of Cover**.

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

All benefits, including the full refunds, are conditional upon fees being Customary and **Approved Fees**.

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

2. Accidental damage to the teeth

We will pay for **Treatment** to repair or replace broken sound natural teeth immediately following an **Accident** up to the limits of **Your Plan**.

Benefit will be payable from the 'Accidental damage to the teeth' benefit including any **Diagnostic Procedures** such as CT scans and radiology.

Treatment must be completed within a period of three months from the date of the **Accident**.

We do not pay for the repair of implants, crowns, bridges, dentures or similar dental **Appliances**.

3. Acute Medical Conditions

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

4. Complementary Treatment

We will pay for **Treatment** given by chiropractors, acupuncturists, homeopaths, **Physiotherapists** and podiatrists. All **Treatments** received by such therapists must be referred by a **General Practitioner** or **Specialist** and cover is limited to ten sessions in a twenty-four-month period from the date of the injury for each medical condition requiring the **Treatment**.

5. Area of Cover

We will pay for eligible **Treatment** within the **Area Of Cover** of **Your** chosen **Plan**.

The following applies to **Plans** that cover **Treatment** in Europe only if the required **Treatment** is not available in Malta and is undertaken upon the advice of the consultant/ surgeon at Mater Dei Hospital:

- **We** will pay for **Treatment** in Europe only when such **Treatment** is not available in Malta.
- When the required **Treatment** is not received could result in death or cause serious bodily impairment.
- Cover will apply when being transferred from Malta to the hospital in Europe recommended by the treating consultant, approved by the **Treatment** Board Committee and is subject to **Our** approval.

We will not cover the costs of medical escorts, ambulance outside of Malta and **Accommodation** outside of hospital unless otherwise stated in **Your Plan**.

6. Cancer/Oncology Treatment

We will pay oncology related charges including radiotherapy, chemotherapy, MRI, CT and PET Scans, consultants fees and drugs for the **Acute** phase of the **Cancer Treatment**.

In-Patient / Day-Patient and **Out-Patient Treatment** must be received in a **Participating Hospital**.

We will not pay for maintenance or long-term therapies where the condition is stable, remains in remission or remission cannot be achieved.

7. Complications of Pregnancy

We will pay for complications of pregnancy or childbirth:

- When the pregnant **Member** has been insured under the **Policy** for a continuous period of twelve months prior to date of delivery unless **Your Table of Benefit** states otherwise and;
- When it is complicated by an eligible medical condition needing **Treatment** during and/or after pregnancy or childbirth.

8. Congenital Conditions

We will pay for charges related to the **Treatment** and/or correction of congenital deformity, disease, illness or injury present at birth, for the first fourteen days following birth, up to a maximum of € 100,000 in a member's **Lifetime**.

We will not pay any other **Treatment** after the first fourteen days.

We will not pay congenital disorders and/or conditions in the case of children resulting from any methods of assisted reproduction (except artificial insemination) or if adopted.

9. Cash Benefit

We will pay a Cash Benefit when **You** are admitted to a hospital where **Treatment** is received free of charge upon presentation of the original hospital discharge letter or case summary.

The **Treatment** received must be eligible under **Your Policy**.

Cash benefit excludes psychiatric admissions.

10. Emergency Road Ambulance

We will pay for **Emergency Road Ambulance** only when it is medically necessary to be admitted for **In-patient or Day-patient Treatment**.

11. Emergency International Assistance (applicable to the International Plan)

We will pay for **Emergency** International Assistance in case of a sudden on-set of an **Acute** medical condition or an injury while **You** are abroad (excluding USA and Canada).

You may contact **Our** service providers 'International Medical Group' on +44(0) 2920 468790 or email: 247assistance@ imglobal.com.

International Medical Group, operate worldwide (excluding USA and Canada), are multilingual and offer 24/7 **Emergency** medical assistance services. They are available to give **You** advice and direction in getting the **Treatment You** require. They will contact the hospitals and consultant where necessary.

You will not be eligible for benefit if:

- **You** are not insured on the International **Plan**.
- **You** make **Your** own arrangements for **Your Treatment**, without contacting International Medical Group and Elmo Insurance Ltd within 48 hours.
- **Your** medical condition does not require immediate **In-Patient Treatment**.
- **You** need to be moved from a ship, oil-rig platform or any similar off-shore location.

- **Your** injury or medical condition results from **Your** participation in Professional or Hazardous Activities.
- If the incident or illness occurs while **You** are travelling to a country or area that the UK's Foreign and Commonwealth Office (FCO) lists as a place that it advises against.

We will not be held liable for any failure to provide the service or for any delays, unless **We** have been negligent in providing the service, if by law the service cannot be provided in the country **You** are in, or any other reason beyond **Our** control.

12. In-Patient and Day-Patient/ Day-Care Treatment

We will pay for hospital **Accommodation**, hospital charges including theatre fees, nursing services, drugs and dressings, surgeons' and anaesthetists charges including pre-operative and post-operative consultations and **Diagnostic Procedures**.

All **Treatments** received must be medically necessary and requires **You** to occupy a hospital bed. **Treatment** must also be referred by **Your** consulting doctor.

Treatment must be received in a **Participating Hospital** or clinic. **We** will pay at **Our** reasonable discretion **Treatment** received in any other hospital/clinic.

All fees will be paid up to the limits of **Your Table of Benefits**, the agreed fees and the **Schedule of Procedures**.

In-Patient and **Day-Patient Treatments** must always be pre-authorised by **Us**. Depending on **Your** level of cover, **We** may arrange to have direct settlement with **Participating Hospitals**.

13. Out-Patient Treatment

We pay for **Out-Patient Treatment**, including consultants' charges, **Surgical Procedures**, pathology, radiology, diagnostic tests, MRI and CT scans.

We also cover **Complementary Treatments**, chiropractor, acupuncture, homeopathy, osteopathy and Chinese herbal medicine given by a qualified practitioner who is registered. All alternative **Treatments** must have a **General Practitioner** or **Specialist** referral.

14. General Practitioner

General Practitioner charges for consultations or charges for minor procedures are also covered up to the limits of **Your Plan**.

15. Organ Transplants and Donor Organs

We will pay for organ transplant where **You** are the recipient of the transplant operation.

We do not pay for the cost of acquiring or collecting a donor organ, removing an organ from **You** for transplant including any administration involved or investigations done before the operation.

16. Psychiatry

We will pay for **Treatment** by a psychiatrist, psychiatrist, psychotherapist or psychologist when under the control of a psychiatrist. Benefit is limited to the number of specified days per **Year** as stated in **Your Table of Benefits**.

Treatment is only payable after two **Years** of continuous **Policy** membership (unless **Your Table of Benefits** states otherwise) and with prior authorisation from **Us**.

17. Reconstructive Surgery

We will pay reconstructive surgery if it is carried out to restore function or appearance after an **Accident** or surgery for a medical condition which occurred after the date of joining of the **Policy**. The reconstructive surgery needs to be done at a medically appropriate stage after the **Accident** or surgery.

Prior approval is required by **Us**.

18. Repatriation of Mortal Remains

In the event of death, by injury or because of an **Acute** eligible medical condition, during **Your Policy** period, **We** will pay for the Repatriation of Mortal Remains to **Your Home Country** up to the limits of **Your Plan**. **We** will pay for the preparation and transportation of **Your** mortal remains.

We will not pay for the following:

- The cost of cremation, urns, coffins, visitation, burial or funeral expenses.
- The cost of anyone accompanying the body or ashes.

Other Optional Benefits

1. Routine Maternity Cover

In-Patient, Daycare and Out-Patient Treatment

Pregnancy consultations and child birth, antenatal and post natal consultations including delivery.

Cash benefit per confinement

This benefit will only apply if pregnancy consultations and childbirth take place in a state hospital free of charge.

Important notes:

You may refer to the **Table of Benefits** for the limits on **Your Plan**.

- This optional cover is only applicable for company paid groups with more than twenty subscribers.
- This benefit is only payable after twelve months of being registered for this Routine Maternity Optional Cover.
- Routine Maternity does not include complications of pregnancy caused by a medical condition.

2. Preventive Care cover

Any **Treatment You** may need arising out of this consultation, will not be covered under this benefit. **You** may refer to the **Table of Benefits** for the limits on **Your Plan**.

2a. Eyesight test by an optometrist

We will pay for an eye examination when it is carried out by an optometrist/ophthalmologist up to the limit of **Your Plan**.

2b. Dental check-up

We will pay for a dental check-up when it is carried out by a dental practitioner, up to the limit of **Your Plan**.

2c. Skin Cancer Screening

We will pay for a consultation with a dermatologist, up to the limits of **Your Plan**.

3. Preventive Care Enhanced Cover

Applicable to clients over forty-five **Years** of age and in addition to the above cover 2. Preventive Care Cover. **You** may refer to the **Table of Benefits** for the limits on **Your Plan**.

- Cervical cancer screening including the gynaecological consultation.
- Mammogram and breast ultrasound.
- Prostate ultrasound and PSA (prostate specific antigen) test and consultation.
- Bone densimetry.
- ECG (Stress electrocardiogram).
- Blood pressure reading, complete blood count, liver function test, lipid profile, and fast blood glucose.

General Exclusions

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

Addictive disorders / Alcohol & drugs consumption	Any **Treatment** for any illness or injury arising from addictive conditions whether or not resulting from psychiatric disorders, alcohol abuse and/or consumption, drug consumption or any kind of substance misuse, smoking or eating disorders.
Ageing, menopause and puberty	**Treatment** to relieve symptoms caused or associated with any natural physiological cause.
AIDS and HIV	**Treatment** for or arising from Human Immunodeficiency Virus (HIV) or Acquired Immunodeficiency Syndrome (AIDS).
Allergies and allergic disorders	**Treatment** or investigations due to allergies or allergic disorders.
Appliances	The cost of providing and fitting external **Appliances**, **Prosthesis** or corrective devices. For example, hearing aids, spectacles, crutches, wheelchairs, stair lifts, continuous positive airways pressure (CPAP) and the like.
Artificial life maintenance	Where such **Treatment** will not result in **Your** recovery.
Behaviour disorders	Conditions such as conduct disorder, attention deficit hyperactivity disorder, autism spectrum disorder, oppositional defiant disorder, antisocial behaviour, obsessive-compulsive disorder, attachment disorder, adjustments disorders, as well as all **Treatments** that encourage positive social-emotional relationships, such as communication therapies, and family therapy.

Chronic conditions	A **Chronic** condition is a disease, illness or injury which has at least one of the following characteristics: • Does not respond to **Treatment**, has no known cure, reoccurs and leads to permanent disability. • Needs prolonged supervision, monitoring and **Treatment** • **Treatment** to temporarily relieve any symptoms of a medical condition. • Requires **You** to be specially trained or rehabilitated • Monitoring of a stabilised medical condition. • It leaves residual disability and causes an irreversible physical and/or mental change.
Clinic/hospital fees for **Out-Patient Treatment**	Additional charges charged by a clinic/hospital for **Out-patient Treatment** or other services.
Contraception, infertility, assisted reproduction and sterilization	**Treatment** or investigations related or associated with contraception, infertility, assisted reproduction, sterilisation or its reversal, or any consequences of them.
Congenital condition	**Treatment** and/or correction of any congenital deformity, disease, illness or injury present at birth. **Emergency** operations which are carried out within the first fourteen days from birth are covered provided that the child is included on the **Policy** from birth.
Convalescence and admission for general care	Hospital/clinic **Accommodation** when it is used for the following purposes: • Convalescence, supervision, pain management or receiving general nursing care which do not require **You** to be in hospital. • Any **Treatment** in a nursing home, hospital and clinic which effectively become **Your** place of domicile or permanent abode.

Cosmetic or reconstructive treatment or body modification	**Treatment** and complications to remove healthy or non-diseased tissue, whether for psychological or medical reasons. Benefits may be available for **Treatment** to restore function or **Your** appearance after an **Accident**, or as a result of surgery for cancer, if this is part of the original **Treatment** for the **Accident** or cancer and if **You** have been continuously covered under that **Plan** before the **Accident** or cancer occurred. **You** must obtain **Our** written approval before receiving the **Treatment**.
Deafness	**Treatment** arising from deafness or partial hearing loss caused by maturity or aging.
Dental treatment and gum disease	**Treatment** of any orthodontic, periodontal, dental condition or prosthetic dental work, including dental implants, except surgical removal of a complicated buried or impacted wisdom tooth root. In the case of an impacted wisdom tooth, cover will be provided as long as the insured person has been continuously covered under the **Policy** for at least two **Years** before the symptoms are noticed. The intervention must be carried out by an oral and maxillofacial surgeon. Surgical operations for the **Treatment** of bone disease when related to gum disease or damage, or **Treatment** for tempomandibular joint.
Developmental delays	**Treatment** for developmental problems including learning difficulties, behaviour problems and problems related to physical development.
Donor organs	Any **Treatment** related with organ transplants where **You** are the donor of the operation. The cost of acquiring donor organs, of collecting a donor organ, or removing an organ from **You** for transplant including any administration involved or investigations done before the operation.

Experimental treatment and drug therapy	**Treatment** or drug therapy which has not proved to be medically effective and in **Our** opinion is experimental or unproven.
Eyesight	**Treatment** to correct long or short sight or stigmatism together with laser **Treatment**, any optical aids, including but not limited to spectacles, magnifiers and filters. **Treatment** to change the refraction of one or both eyes (laser eye correction) including refractive keratectomy (RK) and photorefractive keratectomy (PRK), macular degeneration and similar conditions. However **We** will pay for corrective eyesight surgery consequent of an **Accident**.
Food intolerance	**We** do not pay food intolerance and food allergies investigations and **Treatment**.
Foot care	**Treatment** relating to bunions, corns, calluses, thickened or misshapen nails (except surgery for ingrowing nails), hyperkeratosis and keratotic lesions, keratoderma, tyloma or tylomata, tylosis, evaluation of the foot, biomechanics and recommendation of footwear. The cost of insoles and corrective footwear are also not covered.
Genetic testing	Medical tests that identify changes in chromosomes genes or proteins.
Health hydro and spas	Charges for **Treatment** or services for health hydro, spas, nature cure clinics or any similar establishment that is not a hospital, even if they are registered as a hospital/clinic and/or **You** have been referred by **Your** consulting doctor.
Hormone replacement therapy and bone densitometry	Hormone replacement therapy and directly related conditions or bone densitometry. **We** will pay hormone replacement therapy (HRT) when medically necessary following surgery up to the limits of **Your Policy** and only up to six months from the date of surgery and up to the limits of **Your Plan**.

Hotel accommodation and travel costs	Hotel **Accommodation** and travel costs even if they are related to the **Treatment** of an **Acute Medical Condition** unless otherwise stated in **Your Plan**.
Infections and infestations	**Treatment** for infections and infestations that have existed in the body without giving rise to any signs or symptoms in a latent state and are diagnosed during any medical examinations such as but not limited to medical examinations for health screening, pre-employment medical examinations, medical examinations for work permit purposes and other similar examinations.
Life support machines	The use of life support machines or similar devices exceeding the first 14 days of use.
Medical reports	Any fees for completion of claim forms and medical reports.
Palliative care	Any **Treatment** which is administered to temporarily relieve a medical condition rather than cure it unless otherwise stated in **Your Plan**.
Pandemic and epidemic	A sudden outbreak that becomes very widespread and affects a whole region, country, a continent or the world and effects many individuals at the same time. **We** do not pay for any **Treatment**/investigations arising from any **Pandemic** disease and/or epidemic disease including vaccinations, drugs or any kind of preventive **Treatment**.
Non-Participating Hospitals /clinics	**Treatment** received at hospital/clinic that is not a **Participating Hospital**/clinic unless it is authorised by **Us** in writing.
Personality disorders	**Treatment** of personality disorders, including but not limited to schizoid or histrionic personality disorder.
Policy excess	The first part of any claim for which **You** are responsible to pay, where applicable.

Pre-existing conditions	If **Your** cover is subject to medical underwriting, **We** will not pay benefit for investigation and **Treatment** of any medical condition/symptoms that occurred before the start date of **Your Policy**. **We** reserve the right to impose terms for medical conditions which should have been disclosed on **Your** proposal form.
Pregnancy and childbirth	Investigations, **Treatment** or any conditions arising from pregnancy, pregnancy checkups, normal birth and elective caesarean, unless **You** have purchased additional cover and it is included in your **Table of Benefits**. Except the following conditions as along as the mother has been insured for a continuous minimum period of twenty-four months: • Caesarean section • Miscarriage or still birth • Ectopic pregnancy • Post partum haemorrhage
Prescribed **Out-Patient** drugs and dressings	Prescribed **Out-Patient** drugs and dressings unless benefit is available on the chosen **Plan**.
Preventive screening	Preventive screening procedures, tests and vaccinations. These include, but are not limited to, screening tests including familial conditions, cervical smears, colonoscopy, mammograms, prostate test, well person health checks, immunization and osteoporosis screenings (bone densometry). Unless additional cover for preventive screening is specified in your chosen **Plan**.
Prophylactic surgery	Preventive measures against future possible disease or illness. Any surgery to remove an organ or gland that has no sign of a disease in an attempt to prevent development of a disease.

Psychiatric treatment	No psychiatric illness benefit is payable for **Treatment** received within twenty-four months from the date the **Member** joined the **Policy**. Prior authorisation from **Elmo Insurance Ltd** is required and **Treatment** must always be under the control of psychiatrist.
Refusing or failure to follow medical advise	**Treatment** required as a result of failure to seek or follow medical advice.
Rehabilitation	**Accommodation**, general nursing care and ancillary charges for rehabilitation and/or convalescence.
Renal dialysis	**Treatment** for or associated with kidney dialysis from more than six weeks before and/or after kidney transplant. Regular or long-term kidney dialysis is **Chronic** or end stage kidney failure.
Repatriation of mortal remains	The assistance and costs of arranging for **Your** body to be taken back to Malta or **Your** country of origin. Except as allowed for by **Your Table of benefits**.
Self inflicted injuries or suicide	**Treatment** arising directly or indirectly from a deliberate self-inflicted injury or for attempted suicide.
Sexually transmitted diseases	**Treatment** for sexually transmitted diseases or infections or any consequences arising therefrom.
Sexual problems and gender reassignment	**Treatment** for any sexual problems or dysfunction, including impotence (whatever the cause) and sex change or gender reassignments.
Sleep disorders	**Treatment** for sleeping disorders including insomnia, snoring, sleep apnea or any other related problems.
Skin disorders	**Treatment** relating to warts and skin tags.
Special terms/exclusions and restrictions	Any **Treatment** or conditions specifically excluded as shown on **Your Policy Schedule** or other correspondence sent by **Us**.

Speech disorders	Any speech disorders, except for medically necessary short term therapy given by a qualified therapist who takes place during or immediately following **Treatment** of an **Acute** condition, such as stroke.
Substance abuse	**Treatment** which arises from or is in any way connected with alcohol abuse or drug abuse whether or not relating to psychiatric disorders.
Sports activities	Injuries sustained from engaging in or training for any sports. Injuries from engaging in or training for any sports for which **You** receive a salary or monetary reimbursement, including grants or sponsorship. **Treatment** which arises from, or is in any way attributable to, injuries sustained as a result of base jumping, cliff diving, motor racing, mountaineering, off piste skiing, canoeing, parachuting, quard biking, rugby, potholing, private aviation, rock climbing, horse riding, jet skiing, diving or any other activity that is deemed by **Us** to be dangerous. If **You** are unsure about what may be considered to be a dangerous activity, please contact **Us** before participating in such activity.
Time limit	**Treatment** for any **Member** for a total of more than 180 days in any **Year** whether for **In-patient, Day-patient** treatment or home nursing.
Travel costs for treatment	Any travel costs to receive **Treatment**, unless covered by the Road Ambulance benefit. **We** also do not pay for travel time or the cost of any transport expenses charged by a medical practitioner to visit **You**.

Unrecognised practitioners and hospitals	**Treatment** provided by a medical practitioner who is not recognised by the relevant authorities in the country where the **Treatment** takes place as having specialised knowledge, or expertise in, the **Treatment** of the disease, illness or injury being treated. **Treatment** provided by anyone residing with **You** or who is a **Member** of **Your** immediate family.
Vaccinations	The cost of any vaccinations unless they are given to **You** to treat an **Acute** medical condition which is covered by **Your Policy**.
War, contamination and riots	Any **Treatment** arising from **Your** active participation in war (whether declared or not) nuclear or chemical contamination, war, terrorism, act of foreign enemy, civil war, riot, civil disturbance, criminal activity, revolution or rebellion. Any **Treatment** needed as a result of nuclear contamination, biological contamination or chemical contamination.
Weight management and eating disorders	Any **Treatment** or fees charged for obesity, anorexia, bulimia, binge eating disorders, weight management and control.

General Conditions

Policy Term

This **Policy** is an annual contract and is effective for twelve months from the commencement date indicated on the **Policy Schedule** and is subject to terms in force at the time of renewal.

We reserve the right to refuse to renew **Your Policy** or to amend terms, conditions and **Premiums** upon renewal.

Premium

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

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

Any applicable discounts or loadings may be reviewed upon Renewal and **Premiums** will increase when there is a change in age bracket.

Taxes

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

Cover

The **Policy** will be effective once it has been accepted by **Us** and once **You** have been provided with a **Policy Schedule** highlighting the terms and conditions of **Your Policy** and once **Your Premium** has been received by **Us**.

Country of Residence

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

Giving Full Information - Proposal Form and Claim Form

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

Changes to the Policy introduced by Us

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

Exclusions and Restrictions

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

- Exclusions of specific medical conditions
- Restriction on benefits.

Cancellation

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

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

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

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

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

Group Insurance Policies

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

Your Group Sponsor is responsible for letting **You** know of any changes to the terms and conditions of **Your Policy**.

Age limit

New members may only join when they are under the age of 60 years. At **Our** own discretion **We** may consider new members over this age upon presentation of a completed proposal form and other documentation.

Changing Your Level of Cover

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

If **You** would like to downgrade **Your** cover, **You** may do so upon **Renewal Date** by sending **Us** written confirmation.

Adding a Newborn Child

Children will be accepted from birth, provided **We** receive a completed proposal form and a birth certificate within thirty days from birth. No **Premium** will be charged for the newborn child until the next **Renewal Date** from the child's date of birth as long as the insured parent has been a **Member** on the **Plan** for twelve months.

Information Request

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

Contract Clause

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

Maltese Jurisdiction Clause

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

Arbitration

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

Liability

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

Subrogation - Right of Recovery

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

Protection and Compensation Fund

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

Sanction Limitation and Exclusion Clause

We shall not be deemed to provide cover and shall not be liable to pay any claim or pay any benefit under this **Policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or any of its member states, Switzerland, United Kingdom or the United States of America or any of its states .

Making a claim

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

Contact **Our** dedicated health claims department on 23430000 before receiving any **Treatment**.

You can call **Us** outside office hours in the case of a medical **Emergency** on 23430500.

Necessary documents to submit a claim

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

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

You may download a Claim Form from **Our** website www.elmoinsurance.com

Time Limit to Submit a Claim

It is important that all necessary documentation is attached to the Claim Form and sent to **Us** within three months of the date of **Treatment**. **We** reserve the right to reject claims which are not submitted within this period.

Requesting Further Information

We may feel that **We** require further information to assess **Your** claim and we may ask **You** to provide **Us** with medical reports or other clinical information relating to **Your Treatment** and /or investigations. **We** do not pay for expenses charged for these reports and it is **Your** responsibility to provide this information.

General Practitioner Referral

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

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

Advanced Imaging – MRI, CT and PET Scan

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

Independent Medical Practitioner

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

Policy Excess

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

Claiming for Treatment when others are involved or if another Insurance Policy Covers the Treatment You are Claiming for.

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

We need to be notified if another insurance **Policy** covers the **Treatment You** are claiming for.

Who We Will Pay

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

If We Overpay You

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

Contribution

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

Fraudulent Claim

If any claims paid under the **Policy** result to be fraudulent, **We** reserve the right to recover claims paid to the **Policyholder** and his **Dependents** from the **Policyholder.**

Ex-Gratia Payments

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

Change in Procedure

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

We will not be liable
For failure or delay in providing the service if:

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

Pre-authorising **In-Patient** and **Day-Patient** treatment

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

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

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

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

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

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

Treatment must take place within thirty-one days from the pre-authorisation date.

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

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

DATA PROTECTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

HOW WE MAY SHARE YOUR PERSONAL DATA We may share **Your** Personal Data within **Our** different departments, **Our** affiliated companies and **Our** service providers, including assistance and road assistance service providers. This is generally required for the performance of **Our** contract with You; in order to identify products which may be of interest to You; for pricing and underwriting purposes; for marketing purposes; and for claims management purposes. Moreover, **We** may share **Your** Personal Data to prevent, detect and/or suppress fraud and in order to be able to comply with **Our** legal obligations.

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

We are a member of the Malta Association of Credit Management ('MACM'). If You fail to settle any amounts which are due to **Us**, **We** have a right to pass on information about You and about the amounts owed by You to **Us** to MACM as well as to any legally entitled third party. Where such a disclosure is carried out, MACM, as a Credit Referencing Agency, shall be deemed to be a Data Controller of the personal data it processes within its systems, in pursuance of its legitimate interests, such as promoting responsible lending, amongst others. For more info please visit https://www.macm.org.mt/dataprotection. Data Protection queries concerning MACM may be referred to its Data Protection Officer at dataprotectionofficer@macm.org.mt

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

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

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

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

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

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

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

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

You can also file a complaint on data protection matters with the Office of the Information and Data Protection Commissioner by following this link: https://register.idpc.org.mt/report-breach/complaint/

Customer Satisfaction

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

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

Telephone: 00356 2343 0000
E-Mail: complaints@elmoinsurance.com

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

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

Office of the Arbiter for Financial Services
N/S in Regional Road
Msida, MSD 1920
Malta

Freephone: 80072366
Telephone: 21249245

You can also download a complaint form from: **www.financialarbiter.org.mt**.

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

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

Our Standards

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

We try to achieve the following service standards:

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

Elmo Insurance Ltd, Abate Rigord Street,
Ta' Xbiex, XBX 1111, Malta
T: (+356) 2343 0000 | **www.elmoinsurance.com**

BRANCH OFFICES

B'KARA BRANCH
Naxxar Road
B'Kara BKR 9044
2343 0322

COSPICUA BRANCH
48 Bormla Gate
Cospicua BML 2062
2343 0301

MELLIEHA BRANCH
160A Main Street
Mellieha MLH 2315
2343 0308

PAOLA BRANCH
Paola Square
Paola PLA 1261
2343 0306

QORMI BRANCH
27 Il-Knisja Arcipretali Street
Qormi QRM 2192
2343 0311

RABAT BRANCH
23A Saqqajja Square
Rabat RBT 1192
2343 0332

ST. PAUL'S BAY BRANCH
612 Mosta Road
St. Paul's Bay SPB 3112
2343 0310

SWIEQI BRANCH
43 Triq il-Qasam
Swieqi SWQ 3027
2343 0317

ŻEBBUĠ BRANCH
Mdina Road
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2343 0326/7