

The reasonable and usual expenses of the Insured incurred due to an accident or sickness requiring hospitalization are reimbursed by this Policy during the validity thereof.

The amount of compensation depends on the conditions of hospitalization and is paid according to the terms of the Benefits Schedule for this Policy. The amount of compensation shall be decreased by the annual deductible sum or/and the coinsurance percentage referred to in the Benefits Schedule. To compensate for all the expenses, these must have incurred necessarily for the treatment of a disease or bodily injury due to an accident.

Compensations regarding in-hospital treatment must not exceed in total the maximum cover period of hundred and eighty (180) days per hospitalization.

Notice in writing not made within the fixed term, refusal to provide the above information or refusal of the Insured to be examined by the medical practitioner of the Company means losing the right to be reimbursed by the Company.

The benefits provided shall be paid in the official currency of Cyprus. Where the hospitalization expenses have been made in foreign currency, the amount shall be converted into the official currency of Cyprus according to the official price of the currency at the date of issue of the Hospital's settling receipt.

## **Article 12 Exclusions**

### **Special Exclusions**

During the first twelve (12) months from the effective date or reinstatement of the insurance, hospitalization or treatment for the following cases is not covered even if not qualified as pre-existing:

Tonsillectomy, adenoidectomy and otopathy, anal fistula, coccygeal cyst, all forms of cysts and varices, acquired phimosis, prostatic diseases, thyroid diseases, cholelithiasis, cholecystitis, renal calculus and gravel (sand), diseases of the musculoskeletal system, all kinds of hernia including slipped disk (discopathy) whether or not they are due to an accident, gynecological problems, hemorrhoids, nasal septum, meniscus and ligament problems (cruciate and lateral).

After the expiration of twelve (12) months the above-mentioned are covered unless they existed before the insurance or the reinstatement of the Policy.



Furthermore, during the validity of the Policy, the Company does not pay compensation in the cases which are the result of the following events, actions or situations, caused by or to which one or more of the following causes have contributed:

1. War, invasion, revolutions, terrorist actions, mutinies, participation in riots and criminal acts. Performance of military service of those serving as reserves, recruits or on a permanent basis in the armed forces of any country or organization. Atomic or nuclear energy, poisonous gases, chronic alcoholism, toxicomania and medicine abuse. Plane accidents, unless the Insured is a passenger on an aircraft of an airline operating legally and executing normal routes, regular or extra.
2. Suicide or suicide attempt regardless of the Insured's mental state.
3. Mental, neurophysiologic, neurological or psychic disorders, epilepsy whether or not they are due to an accident.
4. Participation in races, competitions and speed bets with engine-powered means, participation in matches and training of boxing and wrestling or dangerous sports, participation in professional or autonomous scuba-diving and generally any kind of risky activity.
5. Criminal acts directed against the insured persons.
6. Every sickness or bodily injury as well as their relapses/complications which existed before the effective date or reinstatement of the Policy.
7. Treatment and tests regarding the acquired immunodeficiency syndrome (AIDS), its complications and any sickness or condition related to AIDS.
8. Dental care or treatments, maxillofacial surgery and esthetics unless they are necessary as a result of an accident covered by the Policy and provided the expenses have incurred during hospitalization of the Insured or in the case of surgery not requiring hospitalization provided they have incurred within ninety (90) days from the date of the accident and relevant or panoramic x-rays (before any dental treatment) have been submitted to the Company and prove beyond any doubt that injuries are due to the said accident.
9. Plastic surgery unless it is necessary due to an accident covered by the Policy or in the case of breast reconstruction as a result of mastectomy due to cancer, up to the maximum sum referred to in the Schedule of Benefits of the Policy.



10. Any event due to undeclared professional and sporting activities.
11. Treatment not provided by a Hospital as it is defined by the general terms of the supplementary covers.
12. General tests (check-up), regular eye and ear tests, vaccinations, medical certificates, tests regarding work or travel, glasses, contact lenses and hearing aids, diagnosis and treatment of sleep apnea. Therapies or operations for obesity, allergy tests and immunotherapy. Acne treatments, tests or therapies relating to ocular refraction (e.g. myopia, hyperopia, hyperopic astigmatism, presbyopia, myopic astigmatism), to acoustic acuity (e.g. otosclerosis - chronic hearing loss, presbycusis, hearing loss - deafness) and to teeth and gums.
13. Treatment and hospitalization for diseases requiring regular and repetitive cure without achieving full and final recovery of the Insured's health (examples of such diseases include periodic hemodialysis due to kidney failure, various recurrent allergies etc.).
14. Pregnancy/gestation problems (excluding extra-uterine pregnancy) and their complications.
15. Any termination of pregnancy whether or not it is due to an accident, except where termination is due to Down syndrome and/or thalassemia of the fetus, D and C (dilation and curettage) and the complications thereof except in the case of diagnostic/therapeutic D and C with biopsy due to involuntary termination of pregnancy which is covered up to the amount referred to in the Policy Schedule. Tests or treatments relating to sterilization, contraception or voluntary sterilization, in vitro fertilization and prenatal test.
16. Congenital or inherited diseases.
17. Prostheses, corrective devices and medical equipment not necessary for surgery. Furthermore the replacement of prostheses, corrective devices and medical equipment is not covered. New treatments or methods using new technology not included in the medical practitioner's current pricelist are not covered.
18. Receiving medical care and staying in rehabilitation centres, convalescent homes, health resorts, spa centres, natural therapy clinics or any similar place even if they are registered as Hospitals.

In the case in which it is subsequently proved that hospitalization is excluded and not covered by the Policy or that an amount greater than



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the amount covered by the Policy has been paid by the Company to the Hospital for any reason, then both the owner of the Policy and the covered person are bound, jointly, severally and in full, to return to the Company the amount paid. The amount shall be repaid without interest within three (3) months from the date of notice thereof and with interest in case it is overdue. In any case the Company shall be entitled at any time, to set off its abovementioned demand against any amount payable by it to the owner of the Policy or to any covered person by reason of any other cause regardless of whether a notice has preceded or not.

### **Article 13 Court Jurisdiction**

Any dispute which may arise from the Policy, between the Insured or any person having a legal interest and the Company, shall be subject to the jurisdiction of the Courts of Nicosia and judged on the basis of Cyprus Law.

### **Article 14 Expiry of validity**

The validity of this Policy expires:

- a) When the premium of the Policy is not paid.
- b) At the date at which the Owner of the Policy does not pay the premium which is increased according to Article 8 of the Policy.
- c) At a date at which the Company, even if the Owner of the Policy pays the premium which is increased according to Article 8 of the Policy, does not accept renewal of the Policy.
- d) Upon its rescission by the Insured or the Company.
- e) The Company reserves the absolute right to terminate the validity of the Policy:
  - i. If the Insured made a false statement or withheld events such that if the Company had known would not have concluded the insurance or would not have accepted it under the same terms.
  - ii. If the Insured attempts alone or in conjunction with others to obtain compensation from the Company using fraudulent or deceitful ways.
  - iii. If the Insured has not declared any important change or modification regarding the information given to the Company in the Insurance Proposal and which increases the risks involved or affects the insurance, e.g. change of occupation,





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involvement in dangerous sports, dangerous activity, emigration etc.

- f) The Company or the Insured may cancel the Policy by giving seven (7) days' notice to the other party at his last known address. The only obligation of the Company provided it has proceeded to cancellation is to return the remaining premiums paid without interest.

#### **Article 15 Readjustment of Premiums and Benefits**

The Company reserves the right to readjust both the premiums and benefits of the Policy if this is deemed necessary by its actuary. Readjustment of premiums and benefits may be made on each Policy Anniversary.

#### **Article 16**

The provisions of the insurance contract law and of the legislation in force shall apply in case of matters not regulated by the Policy and the insurance terms thereof.

#### **Article 17 Non assignable benefits**

The benefits are not assignable under this Policy.

#### **Article 18 Non-binding acceptance of Premium**

If for any reason a premium or premiums are paid for this Policy after the date of expiry thereof, acceptance of such premium or premiums by the Company shall not constitute continuance or renewal of this Policy. Any premium or premiums paid in such manner shall be refunded and the Company shall have no liability in respect of this Policy.