

## **MEDICAL INSURANCE POLICY FOR FOREIGN WORKERS AND VISITORS**

This policy ,which is issued by **YPERA INSURANCE CO. LTD** (hereinafter called ' the Company')witnesses that in consideration of the payment, by the Policyholder, of the agreed premium the Company subject to the Terms, Conditions, Exceptions, Provisions and Definitions contained herein or in any Endorsement hereof ,will indemnify during the Period of Insurance up to the amount stated in the Schedule ,the Policyholder in respect of Hospital treatment for illness or accident as well as Maternity Cover for the Persons Insured as stated in the Schedule of this Policy.

It is agreed that the proposal which the Policyholder has submitted to the Company and the declarations signed by the Persons Insured are the basis of this contract for an integral part thereof.

For and on behalf of

A handwritten signature in blue ink, appearing to be 'S. H. Khan', written over a horizontal line.

Managing Director

## **DEFINITIONS**

1. **"Policyholder"** means the person (Employer) who contracts with the Company for this insurance.
2. **"Insured Person"** means the employees, students or visitors for the benefit of whom this insurance is effected.
3. **"Employee"**, for the purpose of this policy, means any person who legally provides full time services for reward directly to the Policyholder, subject to a contract of employment.
4. **"Student"**, for the purpose of this Policy, means any person who legally obtained a student visa and attends a recognized college/university in Cyprus.
5. **"Visitor»**, for the purpose of this Policy, means any person who legally obtained a visitor's visa.
6. **"Medical Expenses"** means the reasonably and customary expenses in relation to in- patient treatment that was necessitated, or was recommended by a legally qualified and licensed medical practitioner as well as medication and drugs, surgical and medical dressings in relation to such treatment. All such expenses must be the result of Accidental Injury happening or illness which has manifested itself during the Period of Insurance and which were incurred by the Policyholder and/or the Person Insured within 60 days the latest after the expiry of the Period of Insurance or 12 months from the date of the accident or of the manifestation of the illness provided the Policy has been renewed and provided that the Policy continues to provide cover to the Person Insured.
7. **"Medication"** means those drugs that are only prescribed by a Medical Practitioner and which are dispensed during the in-patient treatment and are necessary for the treatment of the particular illness or accident. Herbal homeopath etc and similar drugs are not covered.
8. **"Hospital"** is considered any public or private institution (including medical clinics) which operates pursuant to law; and provides organized medical facilities; and permanent Medical Practitioners and Nurses. Rehabilitation centers, for alcohol or drug abusers, Nursing Homes, Sanatoriums, Health Spas, for the aged or convalescent homes are not considered as hospitals.
9. **" Accident"** means any event which is caused by external, sudden, visible, violent, unforeseen means totally independent of the Person Insured's will; and results to personal injury for the person Insured solely, directly, and independently of any other event.
10. **"Accidental Personal Injury» means** personal injury caused by Accident which:
  - a) Occurs to the person Insured during the Period of Insurance
  - b) Necessitates the treatment and care of the Person Insured in hospital by a Medical Practitioner.
11. **"Illness"** means any health ailment or sickness which has been medically diagnosed; and is caused by pathological means; and is due to conditions which had not existed before or at the time of inception of this Policy or its reinstatement and which necessitates the treatment and care of the Person Insured in hospital by a Medical Practitioner.
12. **"Emergency"** The need for the Insured's immediate treatment in hospital due to illness or accident.

13. **"Transportation of Remains cover"** means the coverage provided, in case of the death of a Person Insured as a result of Accident or Illness for which cover is provided by this Policy, in relation to expenses for the transportation of the remains of the employee to his country of burial, including expenses for embalming, up to the amount stated in the Schedule of the Policy.
14. **"Reasonable and Customary Expenses"** are fees for medical care which do not exceed the general limit of fees which other medical Practitioners and/or hospitals of similar standard would have charged for similar conditions as those for which a claim is made.
15. **"Pre-Existing Condition or Ailment"** means any disturbance or disorder of the health of the Person Insured which pre-existed the inception of this cover or of any reinstatement and which had:
  - either manifested it self
  - been diagnosed
  - been treated medically/with medicines
  - been the consequence of genetic disorder or accidental injury or disease including any complication thereof.

#### **CONDITIONS**

1. This Policy, the Proposal, the Schedule and any Endorsements hereto shall be read as one contract. Any word or phrase to which a particular interpretation has been given will be interpreted in the same way whenever this shall appear in this document. Words in the masculine gender shall include the feminine gender.
2. The Company will issue to the Policyholder, for distribution to each Person Insured, personalized Certificates, which confirm the cover afforded to such Person Insured.
3. The true observance and fulfillment by the Policyholder and by the Persons Insured of the Terms and Conditions of this Policy or of any Endorsement thereof of expressed hereto, with regard to anything that they should do or with which they should fully comply with; and the truth of the statements made by the Policyholder or the Persons Insured at the inception of this Policy are conditions precedent to the Company's obligation to make any payment under this Policy.
4. This Policy shall be construed and interpreted in accordance with the laws of the Republic of Cyprus and any difference that shall manifest itself or may manifest itself under this Policy shall be adjudicated by the courts of the Republic of Cyprus and in accordance with the Laws of Cyprus.
5. No suit under any Law or in Equity shall be filed for a claim under this Policy after the expiry of two (2) years from the date the Policyholder should have filled written proof of an accident or of disease.
6. The insured or his legal personal representatives shall give immediate notice to the Company after the occurrence of any accident or any event which may give rise to a claim and a written claim form with full particulars relating to the incident for which the claim is made must be submitted to the Company within 14 days from the date of the commencement of any treatment. The Company reserves the right to decline a claim if the written notification is not received within the time limit of 14 days.

Any information or evidence, which the Company may require shall be submitted without cost to the company and in such form as it may be required by the Company. A Person Insured shall be referred for medical examination as often as the Company may require in relation to any Accidental Personal Injury or Disease, at the Company's expense as often as the Company may require.

7. The Policyholder must notify the Company within ten (10) days of any change in relation to the duties, work, status, circumstances or address of a Person Insured. In case of failure to give such notification, the Company is relieved of any liability under this Policy, provided the change or alteration increases the risks for the person Insured and the Company would have not accepted the risk had it known of the new circumstances.
8. In case any claim submitted by the Policyholder or by any of the Persons Insured or by any person acting on behalf of the Policyholder or of the Person Insured, is under any circumstance false or fraudulent, the Company shall be under no obligation to make any payment therefore.
9. All payments under this policy shall be made to the Policyholder or to any other person he shall indicate. The signing of a receipt by the Policyholder or by the person indicates shall be, under any circumstances, adequate discharge for the company.
10. The liability of the Company commences from the time the proposal is accepted and the first, or any renewal premium, which the Company will agree to accept, as the case may be is paid.
11. The premium is prepaid and is calculated on the age, work (duties), status and medical history, at the time of inception and at any future renewal date, of the Person Insured.
12. In case the Policy is terminated by the Policyholder at a date other than the renewal date, the premium payable shall be calculated pro rata plus an additional period of thirty (30) days.
13. This policy ceases to be valid, without notification, when one of the following conditions occur:
  - a) With the expiry or the cancellation of this policy
  - b) with the non-payment of premiums due to this policy according to condition 12 above
  - c) following a complaint, filled by the Company, for breach of material conditions of this policy, by the policyholder and/or insured.Insurance premiums which were paid for this policy, after the termination of its validity for any reason, do not create any obligation to the Company other than the interest-free refund of the amount.
14. This insurance will be automatically renewed for another period of insurance with the terms and conditions in force at the date of renewal, provided that the premium will be paid and provided that the insurance contract is not terminated in writing by either the company or the Policyholder. The Company reserves the right not to renew the policy without any notification under the following circumstances:
  - 1) If premiums are not paid in accordance with the provisions of paragraph 12 of this section
  - 2) The Policyholder and/or the Insured have made false declarations or have failed to disclose material information, which if known to the Company at the time of submission, the Company would not have accepted the risk for insurance or would have accepted it under certain conditions. On each renewal date, the Company retains the right to renew a policy without any further consent on behalf of the policy holder. The Company reserves the right to revise or alter the provisions, covers and premiums of the policy and any such revisions or alterations will become effective on the renewal of the Policy.
15. In case of conflict between the English and Greek text, only the Greek text will have legal validity.

## **EXCLUSIONS**

1. The Company shall not be liable under this Policy to make any payment in relation to:
  - a) Genetic diseases
  - b) AIDS
  - c) Rest cures, institutionalization, isolation, quarantine or sanatorium care
  - d) Cosmetic or plastic surgery except when necessitated as a result of Personal Injury by Accident occurring during the Period of Insurance
  - e) Dental treatment, dental x-rays, tooth extractions, root canal therapy, fillings unless those are a result of an accident, which is confirmed beyond any doubt, from x-rays or normal examination, or other clinical findings, crowns, dentures, inlays, orthodontic therapy, root canal therapy, periodontal therapy and general dental treatment
  - f) Orthotics or eye disorders, visual therapy and the supply of application of visual or hearing aids
  - g) Preventive medical examinations, checkups and normal medical examinations that is not necessary for diagnostic purposes or following Accidental Bodily Injury.
  - h) General Medical examinations.
  - i) Enofthalmists and Inoculations.
  - j) Contraception and/or application of contraceptive devices.
  - k) Expenses for the treatment of rheumatism, arthritis, lumbar aches, neck aches and sciatica unless in case of admissions and in patient stay in a Hospital for such incidences.
  - l) Expenses for the treatment of infertility and/or assisted reproduction.
  - m) Physiotherapy unless necessary for the rehabilitation of accidental injury on condition that this is undertaken /administered during in-patient stay.
  - n) Pre-existing diseases or conditions and any complications or consequences thereof.
  - o) Expenses for the treatment of gynecological problems which occur either before or within 6 months from the inception of cover or of any Endorsement for the reinstatement of cover or from the inclusion of the Person Insured to the cover.
  - p) Any illness demands therapy and originates from causes which did not pre- exist at the time of contracting the present insurance policy, or have originated within thirty(30) days from the commencement or reinstatement of the policy with the exception of any emergency within that period.
  - q) Nervous or mental disorder or epileptic attacks or any other mental diseases or treatment in Psychiatric hospital or institutions.
  - r) Intentional negligence of the health of the Insured, refusal to seek or follow medical advice or treatment.
  - s) Expenses for treatment, which is not given or is not recommended by a legally licensed and qualified medical Practitioner or which is administered at a physiotherapeutic clinic or hydrotherapeutic or similar institution or in the course of quarantine.
  - t) Any medical expenses that arise for acme of any sort, dry skin or nail diseases as well as any form of allergy. Products intended for cosmetic reasons, as well as expenses incurred for the purchase of cosmetics, soaps of any sort, hair care products, antiseptic products.
  - u) Removal of moles or skin tumor is not covered by this policy, unless malignancy has been proved following histological examination.
  - v) Expenses incurred outside of Cyprus.
  - w) Amounts, which the Policyholder may recover under any, Trade Union or other medical funds or insurance policies. The amounts payable under this Policy shall be limited to the difference between the expenses that are not recoverable by any other coverage or Trade union or other Medical funds, or will be assessed on the base of the Benefit table of this Policy, whichever amount is less.
  - x) Medical expenses necessitated as a result of accident at work, as defined by the Employment Legislation and are payable under the social Insurance Fund.

- y) Any claim which falls under any Exception as shown on the Schedule of this Policy or in any subsequent amendment or endorsement
2. The present cover does not cover expenses for hospital treatment for the first two years (2) of the insurance or its restoration of validity, which are due to:
- a) Rheumatic degenerative afflictions of the bones and joints
  - b) Treatments concerning afflictions of meniscus and ligaments, discal hernia, fibrous anal rupture and their complications, irrespective of whether they result from an accident, even if the case has been characterized as accident by court judgment
  - c) Hemorrhoids, anal fissure, varicose veins as well as the nose diaphragm and their complications
  - d) The present cover does not cover expenses for hospital treatment, for the first ninety (90) days the Insurance or the restoration of its validity, which are due to treatment or surgery of tonsils or adenoid germinations, all kinds of hernia as well as the genital organs.
3. In addition, the company shall be under no liability under this policy for expenses incurred for illness or accident which is caused by or attributed to or which is the result directly or indirectly of any of the under mentioned happenings:
- a) War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, mutiny rebellion, nuclear, biological and chemical terrorism, revolution, overthrow of the Government by military or usurped power or the participation of the Person Insured to any illegal activities.
  - b) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - c) The radioactive, toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear assembly or nuclear component of such assembly
  - d) Naval, military, air force or police operations.
  - e) Willfully inflicted self-injury, suicide or attempted suicide, use of narcotics (drugs), alcohol abuse, venereal disease, drunkenness or disease attributed to chronic alcoholism
  - f) Pregnancy, childbirth, ectopic pregnancy, pregnancy termination or any physical or other complication as a result thereof.
  - g) It is understood that, notwithstanding this exception, in case of childbirth (natural or necessitating C-section), the cover afforded by benefit 3-'Maternity Benefit' shall apply.
  - h) Injury due to participation in professional sports or any hazardous sports activity such as air balloon ,gliding ,parachuting or Bungee or any form of air travel (other than when the Person Insured is a passenger or crew member on any licensed ordinary aircraft, with scheduled flights ,which belongs to a recognized airline)hockey on ice ,speedboat racing ,water ski jumps or scuba diving, horse hunting, polo or show jumping, pot holing, rock climbing or mountaineering using ropes or guides ,driving or participating in any kind of race or competition ,judo or other martial arts activity, winter sports competitions ,skiing outside prepared and marked in-bound territories, snow jumping, heli-ski, bobsleigh or lugging or involvement of the person Insured with or participating in speed competitions or any kind of racing.

For any sport activity that is not included in this list, the Company will decide if this activity is hazardous or not.

**The benefit below is valid and forms part of the policy if and only if the insured has chosen the Plan (Inpatient and Outpatient cover) as stated on the certificate of insurance or an endorsement. The terms and conditions and exclusions of the policy apply for this benefit as well.**

## **OUT PATIENT COVER**

This benefit covers, under the following terms the expenses incurred by the Persons Insured due to an accident or illness for medical and pharmaceutical treatment as outpatient.

### **Benefits**

The benefit covers the reasonable and customary expenses for out of hospital treatment in Cyprus, due to an accident or illness to the Persons Insured. The coverage offered by the benefit is according to the Schedule of Benefits (**Inpatient and Outpatient Cover Plan**) and the compensation is equal to ninety per cent (90%) of the actual and recognized expenses incurred in Hospitals, Clinics, Doctors, Pharmacies and laboratory centers in Cyprus.

### **Medicine**

The benefit covers all expenses for medicines which need a doctor's prescription and which are necessary for the treatment of a particular ailment according to article **Benefits** and with a maximum limit per year the amount stated in the **Schedule of Benefits (Inpatient and Outpatient Cover plan)**

### **Doctor's visits**

The benefit covers the doctors' visits carried out in Cyprus and according to article benefits, with a maximum limit per visit the amount stated in the Schedule of Benefits (**Inpatient and Outpatient Cover plan**)

### **Diagnostic Tests**

The benefit covers the expenses for diagnostic tests that are relevant to the main cause of ailment. The cover offered is according to article **Benefits** with a maximum limit per year the amount stated in the schedule of benefits (**Inpatient and Outpatient Cover plan**)

### **Surgical operations**

The Benefit covers surgical procedures performed in a Hospital /Clinic or outpatient medical facilities due to accident or illness and not require overnight stay in a hospital or admitted as in-patient and with a maximum limit the amount stated (**Inpatient and Outpatient Cover plan**)

## **COMPLAINTS HANDLING PROCEDURE**

In the event that you may have a complaint against YPERA INSURANCE CO. LTD, you should address to:

Medousis 2, 6059 Larnaka  
P.O. Box 40378, 6303 Larnaka  
Further your complaint can be submitted through:  
Telephone No. 24 200800  
Fax No. 24 828299, or  
Via e-mail:Complaints@ypera.com.cy

All customers will receive an acknowledgment within a maximum of 5 working days.  
We will do our best to resolve any difficulty directly with you, but if you are unable to do this to your satisfaction you may refer any dispute to the Financial Ombudsman Service of the Republic of Cyprus who will review your case.  
In any case you always maintain your right to have resource to justice.

## **METHODOLOGY OF PERSONAL DATA PROCESSING (GDPR)**

The Company takes all necessary measures to protect the personal data of customers, claimants and other business associates.

### 1. The Company

Ypera Insurance Co. Ltd

### 2. The Subject of Processing may be

- Anyone who applied to the company for insurance contract coverage, receiving an insurance offer and / or anyone who provided information for the aforementioned purpose.
- Insured and / or Contractors and anyone named as recipient of insurance coverage.
- Anyone who can benefit or is directly involved in a claim (e.g., claimant, witness).

### 3. How we Use Personal Data

- Provision of offer and insurance contract, provision of services related to insurance services to the insured for the correct compliance with the terms of the insurance policy.
- Establishment and defense of legal rights and provision of services regarding the claims of third parties.
- Legal and supervisory compliance including prevention and avoidance of financial crimes.
- For the better management of the company and the products offered by the Company.
- Sending information for the promotion of products and services after obtaining the necessary consent.

### 4. Automated Processing, including profiling

Data processing may involve automated decision-making, including profiling, on risk assessment and contract management.

Any object is subject to automated processing has the right to object by contacting the Company's Data Processing Officer (DPO) either via phone or by e-mail.

### 5. The types of personal data that may be collected

Personal data collected may include: identification and contact information, payment card number and bank account number, vehicle number, sensitive medical or health information and other personal data provided by you, depending on the type of service you request as a subject and these are absolutely necessary for the company to decide whether or not to provide the required insurance service.

### 6. Personal Data

It's the information that identifies or relates to the subject or other persons (i.e., its dependents). Personal data is collected and used - as described below - with the consent of the subject.

The provision of personal information of another person is done only by persons who are authorized to provide it for the use described below.

There is no obligation to promote personal data, however it may not be possible for the Company to provide insurance services and products without the aforementioned information.

The subject of the processing has the right to know the personal data that the Company keeps. It may also revoke the processing consent at any time by sending a written request to the Company's Data Processing Officer (DPO). The Company, upon written request and after verifying the identity of the applicant and evaluating the effects that this transaction may have, may take the appropriate actions in the circumstances.



## 7. Exchange of Personal Data

For the above purposes, personal data may be passed on to agents, associates, intermediaries and other distributors of insurance products/services, insurance and reinsurance companies, credit or banking institutions, doctors and medical staff, lawyers, loss assessors and other service providers with whom our

company cooperates. Personal data will be provided to other third parties (including government authorities) if required by law. Personal data (including injury details) may be recorded in claim registers and shared with other insurance companies.

These records may be searched to detect and prevent fraud or to establish the claim history of the subject or another person or property that may be involved in the insurance policy or claim.

Personal data may be shared with buyers and potential buyers and transferred through the sale of the Company or the transfer of the Company's business assets.

## 8. International Transport

Due to the nature of the Company, personal data may be transferred to locations located in other countries, including the US and other countries that have different legal frameworks for data protection.

## 9. Security and retention of personal data

Appropriate legal and security measures are taken to protect personal data. The Company ensures that all service providers themselves take appropriate protective measures and process the information in compliance with the regulation by signing a relevant certificate of commitment to the Company. Personal data will be retained only for the period required to fulfill the purposes described above or required by law or government authorities.

In addition, all service providers must, as well as themselves, take appropriate safeguards and process the data in accordance with the regulation.

## 10. The Rights of the Subject

Any personal data processed by the Company may in writing:

- Request to terminate any form of processing.
  - Receives a copy of his personal information held by the Company.
  - Ask for them to be upgraded and / or corrected so as to ensure their accuracy.
  - Request deleted items that are no longer needed.
- Request that processing be prohibited for a specific group of information.
- File a complaint if he / she considers that his / her personal data is being abused.
  - Revokes editing consent.

## 11. Data Protection Officer – Ypera Insurance Co. Ltd

In case where the subject of data wished to exercised his/her rights, as they derived from the regulation, he/she can send a written request to the Data Protection Officer (DPO) via fax: 24 82 82 90 or email at [DPO@ypera.com.cy](mailto:DPO@ypera.com.cy) or to Ypera House, 2 Medousis Street, 6059 Larnaca by registered mail.

More details about the use and processing of personal data can be found in the Privacy Policy at <http://www.ypera.com.cy/gdpr.html> or by requesting a copy using the above contact details.