

# General Terms and Conditions Hospitalia Ambulatory

## as from 1 January 2025

General Terms and Conditions Hospitalia Ambulatory of the Health insurance company MLOZ Insurance voted by the Board of Directors on 29 May and 18 September 2024 and the Extraordinary General Meeting on 19 June and 16 October 2024

MLOZ Insurance is the health insurance company of the Independent Health Insurance Funds (Helan Onafhankelijk ziekenfonds - Partenamut - Freie Krankenkasse). Approved under code OCM 750/01 for branches 2 and 18 by the Control Office of health insurance funds and national associations. Head office: Lenniksebaan 788A, 1070 Brussels - Belgium (RPR Brussels) - [www.mloz.be](http://www.mloz.be) - Enterprise number: 422.189.629. - 01/01/2025



### 1. DEFINITIONS

**1.1. Insurer:** "MLOZ Insurance" HEALTH INSURANCE COMPANY, insurance company approved by the Control Office of health insurance funds and national associations, by decision of 24 June 2013 to offer health insurances under branch 2 of appendix 1 of the royal decree of 22 February 1991 on general regulation of the supervision of insurance companies, as well as to cover, on a complementary basis, risks belonging to the assistance such as stipulated under branch 18 of appendix 1 of the above-mentioned royal decree, under code no OCM 750/01.

**1.2. Policy holder:** the person who subscribes the insurance for himself and/or for insured persons and who has to pay the premiums.

**1.3. Insured:** By insured we mean the person who bears the risk of the insured event occurring and who is the beneficiary of the insurance policy.

**1.4. Sections :** the sections of MLOZ Insurance are the intermediaries which offer the insurance products: 509: Partenamut ([www.partenamut.be](http://www.partenamut.be)) - 526: Helan Onafhankelijk ziekenfonds ([www.helan.be](http://www.helan.be)), all members of the National Association of independent health insurance funds.

**1.5. Medical dispensations:** dispensations included in the nomenclature (RD of 14/09/1984 and later modifications).

**1.6. Pharmaceutical products should be understood as:**

- every pharmaceutical speciality registered to the Ministry of public health according to article 6 of the law of 25 March 1964 and the RD of 3 July 1969, modified by later decrees
- the pharmaceutical speciality that has been imported by a foreign hospital, in accordance with the stipulations of article 105 of the RD of 14 December 2006 regarding drugs for human and veterinary use
- magistral preparations
- contrast mediums.

**1.7. Implants and medical devices:** everything that is regulatory approved.

**1.8. Accident:** unexpected event, independent of the will of the insured person, involving a corporal injury of which (one of) the cause(s) is external to the organism. This accident must have involved traumatic injuries for which the treatment is of such a nature that it is covered by these dispositions.

**1.9. Receipt:** the document used by the health insurance fund, except for third parties.

**1.10. Ambulatory care:** care provided outside of a (day) hospitalisation.

**1.11. Waiting period:** period during which the insurer does not have to provide benefits and beginning at the starting date of the policy.

**1.12. Medical questionnaire:** this document aims to inform the Medical Counsellor of MLOZ Insurance on the past and present health condition of the insured person and has for consequence to possibly limit the intervention, in case of pre-existing disease, disorder or state.

**1.13. Pre-existing disease, disorder or state:** a disorder, disease or state (such as pregnancy) existing at the date of joining MLOZ Insurance or at the date of product transfer within MLOZ Insurance and leading to a hospitalisation.

**1.14. Attempted suicide:** it is an unusual behaviour, not resulting in death, that the person initiates and adopts expecting or risking death or physical damage in order to obtain desired changes.

### 2. ADMISSION

To join and remain a member of the cover Hospitalia Ambulatory, the policy holder has to be affiliated to the compulsory insurance as well as to the complementary services under one of the two sections mentioned above. However, there are some statutory exceptions (cf those sections: Partenamut, and Helan Onafhankelijk ziekenfonds). The policy holder has to affiliate and affiliate his/her dependants within the meaning of the regulation on the compulsory insurance for Health Care and Sickness Benefits, except when he/she, the partner or cohabiting partner or the children are already covered by a similar insurance of the 'actual costs' type.

The cancellation or deregistration of an insured person implicitly leads to that of all the people whose affiliation is compulsory.

The age limit on the affiliation date is fixed at 64 years included for Hospitalia Ambulatory, except in case of transfer within the compulsory insurance for persons who were previously members of a similar "ambulatory care insurance" of another Belgian health insurance fund and who have paid their premiums for this insurance.

A member affiliated to Hospitalia Ambulatory cannot change his insurance cover to Medicalia from 1 July 2022.

**2.2. Impact on your affiliation to MLOZ Insurance if the contributions to the complementary services of your health insurance fund are not paid**  
It is important that all contributions for the complementary services of your health insurance fund are always paid.

If your payment is not in order, this can have serious consequences for your affiliation to MLOZ Insurance and for the covers of the insurances you contracted.

**2.2.1. Consequences for the affiliation to MLOZ Insurance**

You can only join MLOZ Insurance if you have not lost your rights to the complementary services of your health insurance fund due to non-payment of contributions for these services for a period of 24 consecutive months.

**2.2.2. Consequences for maintaining your affiliation to MLOZ Insurance**  
If you are already affiliated to MLOZ Insurance, it is legally obliged to terminate your affiliation, and therefore all your covers, if you are sanctioned by the loss of your rights to the complementary services of your health insurance fund because you have not paid for these services during 24 consecutive months. This automatic exclusion is independent of whether you have always paid the contributions for the insurances of MLOZ Insurance. You will then be able to reaffiliate with MLOZ Insurance (in accordance with the conditions for new affiliation) only if you resume regular payment of your contributions for the supplementary services provided by your health insurance fund. The period during which you must pay contributions without being able to claim dispensations under the supplementary services depends on whether you are or were in a situation worthy of consideration (e.g. (but not exhaustive) integration allowance, collective debt settlement, personal bankruptcy, etc.). Any interruption of 6 months in the payment of these contributions during the period referred to in the previous sentence will result in a new exclusion from MLOZ Insurance.

### 3. CONCLUSION AND ENDING OF THE INSURANCE POLICY

#### 3.1. Conclusion of the insurance policy

All new affiliation requests must be submitted through the forms provided by MLOZ Insurance or via the website of the section to which the policy holder is linked.

The insurance policy is composed by the acceptance letter (with or without limitation) and the general terms and conditions with additional clauses.

The insurance policy starts the first day of the month following the month during which MLOZ Insurance received the duly completed "New affiliation request or request to change a product" and "medical questionnaire" (internal date or scanning as proof), if MLOZ Insurance receives the first premium for each insured person at last on the last day of the third month following the joining date.

The membership of a newborn or an adopted child under 3 years of age, not exempted from waiting period, starts the first day of the month following the birth or adoption, under the condition that MLOZ Insurance receives the membership application and the medical questionnaire (when it is required) before the end of the third month following the birth or adoption and that MLOZ Insurance receives the first premium at last the last day of the third month following the joining date.

The spontaneous payment of a premium without being requested to do so is not worth membership. If the above-mentioned 3-month term is

not respected, this premium will be reimbursed and a new membership procedure will have to be started.

If, on basis of the medical questionnaire, the Medical Counsellor asks for further information before ruling on the membership application, the policy holder has 45 days to provide an answer.

If this term is not respected or if no further information is received, the membership automatically starts according to the rules defined here above with a limitation of intervention for the pre-existing disease, disorder or state mentioned on the medical questionnaire.

### 3.2. Ending of the insurance policy

The insurance policy is a life policy. However, it ends in case of:

- cancellation by the policy holder, according to the terms stipulated in the law of 4 April 2014, with a prior notice of at least one month starting the first day of the month following the sending of the registered letter or the qualified registered electronic letter (via digiconnect.be), or the delivery of the writ or the cancellation letter against deposit receipt, addressed either directly to MLOZ Insurance or to one of the sections mentioned above.
- fraud or attempt to fraud:
  - the insurance guarantee is refused or reduced proportionally to the loss suffered by MLOZ Insurance; and
  - the policy is terminated.
- voluntary caused injury to the interests of MLOZ Insurance and notably in case of intentional omission or inaccuracy in the statements at the time of joining or introducing reimbursement requests or if the policy holder refuses to conform to these terms, the insurance policy is null and void. It may also be decided to cancel the insured's affiliation. In both cases, premiums due up to the time when the insurer became aware of the omission or intentional inaccuracy of inaccurate data, revert to MLOZ Insurance.
- cancellation by the insurer in case of non-payment of the premiums.
- expulsion of the complementary health insurance services.
- transfer to a health insurance fund that does not belong to the Independent health insurance funds (legal cancellation).
- death.
- nullity.

## 4. BEGINNING, EXCLUSIONS AND ENDING OF THE GUARANTEE

### 4.1. Beginning of the insurance guarantee

The insurance guarantee begins at the starting date of the insurance policy stipulated in the acceptance letter if the waiting periods have been accomplished.

#### 4.1.1. General rule: 6-month waiting period

To benefit from the interventions of MLOZ Insurance, a 6-month waiting period starting at the joining date has to be accomplished. MLOZ Insurance does not intervene for a hospitalisation or ambulatory care which started during the waiting period.

#### 4.1.2. Specific rules:

- Waiting period exemption for the newborn or the adopted child
  - If one of the parents joined MLOZ Insurance before the birth or adoption, the newborn is covered as from its birth and the adopted child under three years of age as from the date of its adoption, without medical questionnaire, against delivery of a copy of the birth or adoption certificate before the end of the third month following its birth or adoption and provided that the first premium is received at last on the last day of the sixth month following the joining date. The first premium will only be due by the first day of the month following the birth or adoption. This is only applicable if the entitled person of the child in compulsory insurance has achieved his waiting period.
- Suspension in case of detention
  - In case of detention and on demand of the policy holder, the statutory rights and obligations may be suspended. These rights and obligations start again the first day of the month following the request of the policy holder to end this period of suspension and on condition that the request is made within 90 days after the end of the reason of suspension and that he pays his premium within 15 days after payment request of MLOZ Insurance.
- Waiting period exemption in case of accident
  - MLOZ Insurance intervenes for every hospitalisation and ambulatory care resulting from an accident which has caused traumatic injuries for which the treatment is of such a nature that it is covered by the dispositions of this document if the accident occurred after the joining date. This intervention is submitted to the positive advice of the Medical Counsellor of MLOZ Insurance.
- Waiting period exemption for similar hospitalisation insurances
  - MLOZ Insurance intervenes for the new insured persons proving with documents that they were covered until the date of membership to MLOZ Insurance and since 6 months by a similar hospitalisation insurance of "compensatory" type, which means an insurance of which the reimbursements are made according to the real costs mentioned on the hospitalisation bill.

### 4.2. Exclusions of the guarantee

Are not covered: ambulatory care costs related to an illness or accident:

- resulting from acts of war, except for terrorism : still the guarantee remains granted during 14 days after the beginning of the hostilities if the policy

holder was taken by surprise by the bursting of a state of war during a trip in a foreign country;

- resulting from the practice of a remunerated sport, including training;
- following a riot, civil disorder, any act of collective violence of political, ideological or social origin, whether or not accompanied by a revolt against a government or any established authority, except if the policy holder brings the proof that he was not taking active and voluntary part to this events;
- arising when the policy holder is under influence of narcotics, hallucinogens or other drugs;
- resulting from voluntarily participation in a crime or offence. 'Offence' also refers to offences that are afterwards redefined as violations;
- resulting from an intentional act of the policy holder, except in case of rescue of persons or goods, or the voluntary aggravation of the risk by the policy holder. The intentional disaster is the one resulting from a behaviour "voluntary and deliberately" adopted by the insured person and which caused "reasonably foreseeable" damage. It is however not required that the insured person had the intention to cause the damage as it happened. Attempted suicide and suicide are not considered as intentional acts.
- resulting from drunkenness, alcoholism or drug addiction;
- resulting from nuclear reactions, except for terrorism.

### 4.3. End of the guarantee

The insurance guarantee ends with the insurance policy.

## 5. RIGHT TO BENEFITS

The insurer and the policy holder collaborate in order to determine the right to benefits which is established on basis of the provided information. The policy holder allows the insurer to ask the needed information and commits himself to collaborate to the right execution of the information and investigation measures which result from the examination of the right to benefits. The insurer refrains from any measure which, regarding to the examination of the right to benefits, is inappropriate, irrelevant or abusive.

The expenditure notes must be introduced within 3 years following the date on which the risk covered by the guarantee occurred. Once this term is over, there is prescription.

The insurance benefits are settled by the beneficiary of the insurance policy. If the policy holder can pretend to the compensation of damage, the insurer is subrogated to the rights of the policy holder in the extent of his benefits. The conventions concluded by the policy holder with third parties regarding rights that exist according to the insurance policy or that start in execution of the insurance policy are only opposable to the insurer as from the date on which he approved them.

## 6. OBLIGATIONS OF THE POLICY HOLDER

The policy holder has to:

- make statements and communications by letter or electronic communication to the head office of the insurer or its sections;
- inform the insurer as soon as possible of the date on which the prior conditions for maintaining the policy are no longer met;
- inform the insurer as soon as possible of any convention covering a similar or identical risk, either totally or partially;
- provide the insurer or its sections with every requested information.

If the policy holder fails to comply with the obligations of the insurance policy or those arising with the execution of the policy, and if after a peril, this breach causes an injury, the insurer can reduce his benefits for the relevant amount.

## 7. PREMIUMS

Monthly amounts in € on 01/01/2025, including all taxes, depending on the age

Affiliated to the product Hospitalia Ambulatory (9.25% taxes included)			
Before 01/01/1994 or affiliated, after that date, under 46 years old*		After 01/01/1994, between 46 and 49 years old*	
less than 18 years	€ 9,97	from 46 to 49 years	€ 22,08
from 18 to 24 years	€ 10,25	from 50 to 59 years	€ 31,82
from 25 to 49 years	€ 21,04	60 years and over	€ 50,05
from 50 to 59 years	€ 30,31		
60 years and over	€ 47,67		

After 01/01/1994, between 50 and 54 years old*		After 01/01/1994, between 55 and 59 years old*	
49 years**	€ 22,08	from 55 to 59 years	€ 45,46
from 50 to 59 years	€ 31,82	60 years and over	€ 71,50
60 years and over	€ 50,05		

After 01/01/1994, at the age of 60 and over*	
59 years**	€ 51,52
from 60 to 64 years	€ 81,03

\* On the starting date of the membership  
\*\* Age on 1 January of the membership year

## 10. ADJUSTMENT OF THE PREMIUM, THE BENEFITS AND THE GENERAL TERMS AND CONDITIONS

The premium, the pricing conditions and the conditions for the coverage of the benefits are defined by taking into account the parameters that are included in the technical plan the insurer compiles on the basis of actuarial criteria and insurance techniques.

Without prejudice to the statutory options for adjusting the premiums and regardless of their adjustment to the index on consumer prices or the medical index linked to the "ambulatory care" guarantee, the contributions may not be increased.

For the application of the index, a comparison will be made between the index rate of April of the current year and the index rate of April of the previous year.

This index rate variation is expressed in percentage and can be applied to the premium and to the benefits in force before indexation.

MLOZ Insurance may decide annually not to apply the indexation possibilities for premiums based on these indices, or to apply them only partially.

Nevertheless, the premiums will be increased in function of the different taxes applicable on that matter.

Premiums and coverage can be modified in accordance with article 504 of the Law of 13 March 2016.

## 11. REIMBURSEMENTS OF HOSPITALIA AMBULATORY IN BELGIUM

Outside a period of (day) hospitalisation and if the dispensations or products are prescribed and given in Belgium. The material referred to in 11.3.2 and 11.3.3 should be purchased in countries of the European Union.

### 11.1. Medical fees - Consultations - Visits - Technical dispensations

MLOZ Insurance reimburses: the consultations and visits of the general practitioners and specialists, the medical technical acts, the medical imaging, the radio and radium therapy, the nuclear medicine, the internal medicine, the dermatology and venereology, the physiotherapy, the clinical biology, fees for urgent care in a recognised function of specialised emergency care, the emergency supplements, the surgical truss maker, the orthopedics, the optics, the acoustics, the anatomopathology, the genetics, the obstetricians, the special dispensations, the dentistry, the physical therapy, the nursing care, the speech therapy, the radio-isotopes and the cardiac rehabilitation, on the condition that there is an intervention of the compulsory insurance for Health Care and Sickness Benefits up to 50% of the patient share.

The calculation of the interventions is exclusively made on basis of the medical codes of the official nomenclature. The health care providers have the obligation to mention those codes on the claim reimbursement receipts delivered to the patients.

### Justificatory documents to provide

For the policy holders affiliated to the same section in compulsory insurance and at MLOZ Insurance, the interventions are made against delivery of the claim reimbursement receipts, simultaneously with the interventions granted in the context of the sickness and invalidity insurance.

For the other policy holders, the interventions are paid on basis of a copy of the claim reimbursement receipts, with an original proof of the reimbursement by the sickness and invalidity insurance.

### 11.2. Pharmaceutical costs paid outside the hospital

Pharmaceutical products and magistral preparations are reimbursed up to 50% of the actual cost paid by the patient if they were prescribed by a registered practitioner or dentist.

Do not give right to a reimbursement of MLOZ Insurance:

- homeopathic, dietary and hygiene medicines;
- products without therapeutic effect sold in pharmacy, such as: food, drinks, soaps, salts, toothpaste, etc.
- phytotherapy.

### Justificatory documents to provide

Delivery to MLOZ Insurance of a "Certificate of pharmaceutical dispensations reimbursable by a complementary insurance" (BVAC) established by the pharmacist, duly filled in by the pharmacist and countersigned by the policy holder or an ambulatory bill of the hospital.

### 11.3. Prostheses

With or without legal intervention, MLOZ Insurance intervenes in the following limits and conditions:

11.3.1. Dental prostheses delivered outside of the hospital.

The prostheses are reimbursed in the following limits:

- a) Full prosthesis
- superior or inferior: € 500 maximum per prosthesis, with a renewal term of 5 years.

- b) Partial prosthesis  
€ 250 per civil year.

c) Other dental prostheses

Such as bridges, pivot teeth, crowns, addition of teeth to an existing prosthesis: € 250 maximum per civil year.

11.3.2. Ophthalmological prostheses

The glasses, lenses, intraocular lenses and surgical corrections (corrections

An increase of the premium of respectively 5, 10, 50 and 70% is calculated on the basis rates for the policy holders who are respectively between 46 and 49 years, 50 and 54 years, 55 and 59 years, 60 years and over at the joining date to Hospitalia Ambulatory.

## 8. TERMS OF PAYMENT OF THE PREMIUM

The policy holder has to pay his premium on due date, following the agreed periodicity (quarter, semester, year).

The premium can be asked and must be paid in advance. It is sent to the last known address of the policy holder.

Is considered as in advance, any premium received before the first day of the first month of the quarter, semester or year, or, in case of monthly direct debit, within the first 10 days of the month, quarter, semester or year.

The policy holder who did not pay his premium before the first day of the quarter, receives a formal notification by registered letter or qualified electronic registered mail, demanding payment of the premium within 15 days as from the day after the delivery of the registered letter at the post office or of the qualified electronic registered mail. This formal notification informs him of the suspension of the guarantee in case of non-payment within the stated term. It starts a 45-day term at the end of which the membership will be cancelled automatically. The policy holder who did not pay his premium at the end of a quarter will automatically be charged for a fixed allowance of 15 € as reminder costs.

The disaffiliated policy holder will only be able to affiliate again (in accordance with the conditions for new affiliation) if he pays all overdue premiums. He will also have to complete a new waiting period to pretend to the benefits again.

## 9. SEGMENTATION OF AMBULATORY CARE INSURANCES

At the moment of affiliation to an insurance policy, the insurance companies apply segmentation criteria that influence the access to the insurance product, the determination of the premiums and the scope of the guarantee.

Underneath, you will find an overview of all the criteria that MLOZ Insurance uses for its ambulatory care insurances.

The following criteria are taken into consideration for Hospitalia Ambulatory:

### 9.1. At the beginning of the policy:

9.1.1. The age of the insured person because, according to statistic data, the probabilities of treatment as well as the amount of the reimbursements increase with age. Therefore, this parameter is taken into account for the fixation of premium amount and access to the product.

a) Access could be limited for certain products: the age limit for Hospitalia Ambulatory is 64 years included.

This age limit does not apply to insured parties who were in order with their contributions to a similar insurance with another HIC.

b) Affiliation after a certain age may lead to supplementary premiums.

9.1.2. The health condition, and more specifically every pre-existing disorder/state/disease, because this might increase the risk of treatment as well as the amount of medical expenses. It can also justify that some medical costs related to a pre-existing state/disorder/disease are not covered.

9.1.3. The previous existence of a similar insurance impacts the waiting period, that can be reduced or even cancelled for persons who were insured by a similar insurance until the date of affiliation to MLOZ Insurance. In that case, the waiting period will be reduced by the duration of that insurance. MLOZ Insurance does not make a distinction based on the nature of the insurance (insurance with a health insurance fund or private insurer (individual or collective)) the insured person was covered by before joining MLOZ Insurance.

### 9.2. During the policy:

Age of the insured person because, according to statistic data, the probabilities of treatment increase with age. This criterion might influence the amount of the expenses. Therefore, the contribution amount increases with the age of the insured.

of the eyesight - keratotomy, laser therapies), with the exclusion of frames and sunglasses, are reimbursed up to € 250 per civil year.

#### 11.3.3. Others

Regardless a possible legal compensation, MLOZ Insurance's compensation stays limited to € 500 maximum per civil year for hearing aid, orthopaedic soles, wigs, breast prostheses, splints (in other words: a medical orthopaedic brace prescribed by a specialist) dental braces and dental implants, without purely aesthetic purpose.

#### **Justificatory documents to provide for prostheses**

*Delivery to MLOZ Insurance of the Hospitalia form named "Prostheses - Payment request" duly filled in by the health care provider and countersigned by the policy holder. For ophthalmologic prostheses: also enclose the original bill of the optician.*

*For other prostheses: also enclose the original bill of the prosthetist and the medical prescription for hearing aid, orthopedic soles, wigs and breast prostheses.*

#### **11.4. Cumulation of reimbursements**

The reimbursements foreseen by Hospitalia Ambulatory may be cumulated with the reimbursements foreseen by Hospitalia, Hospitalia Medium and Hospitalia Plus for pre/post-hospitalisation care and the serious illness-guarantee. If applicable, the reimbursement may in no case exceed the amount of the covered guarantee and a fortiori the actual cost charged to the policy holder.

### **12. INTERVENTION LIMITATIONS**

#### **1. Intervention limitations for pre-existing diseases, disorders or states**

For Hospitalia Ambulatory, the medical questionnaire aims to possibly limit the intervention by refusing the reimbursement of ambulatory dispensations related to this pre-existing disease, disorder or state.

During the first 24 months of membership to the product, the Medical Counsellor can decide this limitation, invoking a non-intentional omission or inaccuracy related to the health condition on the medical questionnaire.

This limitation is fixed for a minimum duration of 5 years at the end of which the policy holder who wants it can ask the reassessment of his/her situation on basis of a new medical file.

Attempted suicide cannot be taken into account by MLOZ Insurance in determining the insured's current health condition if the attempt occurred more than one year before the medical questionnaire was completed.

#### **2. Dispensations not covered by Hospitalia**

MLOZ Insurance does not intervene:

- for medical, pharmaceutical and hospital dispensations related to beauty care, unless the Medical Counsellor gave his prior agreement and if the compulsory insurance intervenes;
- for the dispensations of "rejuvenation" type;
- for the dispensations to an insured person who refuses to receive the visit of a practitioner, a nurse or a social assistant committed by MLOZ Insurance.

### **13. CUMULATION OF COVERS**

13.1. The costs are not taken into account if they can be covered by:

- the compulsory insurance for Health Care and Sickness Benefits, as it is organised by the law coordinated on 14 July 1994 and its executing R.D. and by the R.D. of 30 June 1964;
- the legislation related to work accidents (law of 10 April 1971 and executing R.D.) and to professional sicknesses (law of 3 June 1970 and executing R.D.);
- the European regulations n° 1408/71, 574/72 and 883/04 or by a multilateral or bilateral convention of social security concluded by Belgium;
- the complementary insurance of the health insurance organisations;
- the service "urgent foreign care" of the health insurance organisations.

The supplements covered are thus determined in reference to these interventions. If, for one or another reason, the policy holder is not allowed

to request one or more of these interventions, MLOZ Insurance intervenes on the same way as for a policy holder entitled to these interventions.

13.2. When the amounts granted according to another regulation, the ordinary law of another insurance policy are lower than the benefits granted by MLOZ Insurance, the beneficiary is entitled to the difference at the cost of MLOZ Insurance. This information must be mentioned on the "Payment request". The intervention of MLOZ Insurance can never be higher than the amount of the actual costs supported by the policy holder.

When the damage is likely to be covered by the ordinary law or another regulation, MLOZ Insurance will be able to grant its benefits on temporary basis, while waiting compensation of the damage.

In this case, MLOZ Insurance will be subrogated in all the rights the insured person can exercise against the debtor of the compensation.

The policy holder may not conclude any arrangement with the debtor of the compensation without prior agreement.

### **14. COMPENSATIONS**

#### **14.1. Prescription**

The action in payment of dispensations as part of the benefits or any other action resulting from the insurance policy becomes prescribed by 3 years as from the day of the event which opens them, which means the day the covered peril happens.

#### **14.2. Medical control**

The benefits are only granted on the condition that MLOZ Insurance has the right to ask the Medical Counsellor at any time to control the health condition of the insured person and the validity of the dispensations.

#### **14.3. Payment of the benefits**

Pharmaceutical costs will be reimbursed upon presentation of a "Certificate of pharmaceutical dispensations reimbursable by a complementary insurance" established by the pharmacist, or of a (ambulatory) bill of the hospital scanned by the hospital or the insured, or of the bill that has been delivered on another hard-wearing medium.

To obtain the benefits foreseen by Hospitalia Ambulatory, the policy holder will provide the justificatory documents as described in the section "Reimbursements of Hospitalia Ambulatory".

Justificatory documents in order to receive a compensation may be delivered digitally to MLOZ Insurance. The digital copy must be of good quality (i. e. readable) and true to the original (no hand-written alterations or updates). MLOZ Insurance reserves the right to request the original from the insured, who must keep it or bear the costs of a duplicate.

The reimbursements will be granted to effectively insured persons or to any person empowered by the "Payment request", after receipt of the expenditures notes and the statement of the legal interventions.

### **15. DATA HANDLING**

The personal data of the policy holder and their insured will be processed by MLOZ Insurance acting as data controller, and by the Onafhankelijke Ziekenfondsen (Independent Health Insurance Funds), as agent and processor for MLOZ Insurance, in the context of the allocation and management of the insurance product that the policy holder has subscribed to, and in accordance with the European Regulation of 27 April 2016 on data protection (GDPR). Medical data are collected and handled based on the insured's consent and under the supervision and the responsibility of the Medical Counsellor of MLOZ Insurance. The privacy policy of MLOZ Insurance is available via this link <https://www.mloz.be/nl/content/privacy-mloz-insurance>, or upon request in an agency, or by mail (MLOZ - DPO, Route de Lennik 788 A, 1070 Brussels).

This summary is for information purpose only. Only the statutes determine the rights and obligations of the policy holders of MLOZ Insurance. They are available for consultation at the head quarter of MLOZ Insurance or on the website [www.mloz.be](https://www.mloz.be).