

General conditions of Neutra

Mutual Insurance Society

Purpose of the insurance

The objective of the SMA Neutra, insurer, is to offer, exclusively to the members of its affiliated mutual health insurance funds, health insurance within the meaning of branch 2 of Annex 1 to the law of 13 March 2016 on status and control insurance and reinsurance undertakings with regard to the non-life activity group, as well as additional cover for risks which belong to assistance as referred to in branch 18 of the appendix 1 of the aforementioned law.

This guarantees additional reimbursement of healthcare costs that remain payable by the beneficiary, after deduction of legal intervention (health insurance, insurance against occupational accidents, etc.) or that of another insurance (personal, family or group contract with the same purpose) or any other reimbursement of any kind.

Definitions

1.1. Accident

Sudden event, beyond the control of the insured and the cause of which is external to the body of the insured.

1.2. Insurance year

The first insurance year ends on December 31 of the year during which the contract came into force.
Then, each insurance year corresponds to a calendar year

1.3. Complementary insurance

All the services offered by Health Insurance Societies and listed in article 3 paragraph 1 b) and c) of the law of 6 August 1990 on health insurance societies and national unions of health insurance societies as well as in article 67 of the law of 26 April 2010 laying down various provisions regarding the organization of supplementary health insurance.

1.4. Insured

Person on whose head the risk of occurrence of the insured event rests. The insured person (s) is (are) identified in the insurance policy.

1.5. Beneficiary

Person in whose favour insurance benefits are stipulated.

1.6. Insurance contract

Contract under which, upon payment of a premium, the insurer, the SMA Neutra, undertakes towards the policyholder to provide a service stipulated in the contract in the event of an uncertain event that, as the case may be, the insured or the beneficiary have an interest in not being carried out (called "contract" below).

The insurance contract consists of the general conditions, the specific conditions and the insurance policy (including any future amendments).

In no case may the insurance contract derogate from the statutes of the SMA Neutra.

1.7. Effective date of the contract

Date indicated in the insurance policy or, if applicable, in the amendments thereto, for the coverage of future insured, provided that the policy or the amendment is returned duly signed by the policyholder and that the premium is paid before the end of the month in which the effective date of the insurance policy or its amendment takes place.

1.8. Hospital facility

Any health care center intended for people whose state of health requires a stay in the center as well as a curative and / or diagnostic treatment requiring observation, monitoring and continuity that can only be organized in the center. The following are not considered hospital centers: the closed psychiatric institution, the medico-educational institution, the rest home, the approved care rest home, the cure center and the convalescent cure center.

1.9. Critical illness expenses

Costs related to the following illnesses; cancer, leukaemia, tuberculosis, multiple sclerosis, Parkinson's disease, diphtheria, poliomyelitis, cerebrospinal meningitis, smallpox, typhus, encephalitis, anthrax, tetanus, cholera, Hodgkin's disease, AIDS, infectious hepatitis, dialysis, Crohn's disease, cystic fibrosis, Alzheimer's disease, amyotrophic lateral sclerosis, diabetes, Huntington's chorea, Guillain-Barre disease (axonal form), Ehlers-Danlos.

1.10. Accompanying person hospital cost

Costs related to the stay of a close relative (bed and meals) during the hospitalization of a patient under the age of 12, included in the hospital bill.

1.11. Pre and post hospital costs

Pre- and post-hospital medical costs directly related to hospitalization or day hospitalization and incurred 2 month before hospitalization and 3 months after the end of hospitalization.

1.12. Deductible

Part of the costs, which, in any event, remains the responsibility of the policyholder.

1.13. Hospitalization

Medical stay of at least one night in a hospital facility with an INAMI number.

1.14. Day hospitalization

Medical stay, in a hospital facility, having been the subject of a "One day clinic" intervention on the part of the health insurance company. Interventions are defined in the Health and Disability Insurance (INAMI) healthcare nomenclature.

Also considered as day hospitalizations: the packages as defined by INAM.

1.15. Hospital hotel

Accommodation infrastructure on the hospital site for people whose care or exams do not require a hospital stay or for the person accompanying the insured person hospitalized.

1.16. Implants and medical devices

Implants and medical devices listed in articles 27 to 31 and 35 and 35 bis of the health care nomenclature determined by Health and Disability Insurance (INAMI) and published in the Belgian Official Gazette.

1.17. Extra-legal intervention

Any reimbursement received under personal, family or collective agreements having the same purpose as this contract, including the complementary insurance of mutual societies.

1.18. Legal intervention

Any reimbursement provided for under legislation relating to compulsory Health and disability Insurance, industrial accidents and occupational illnesses.

1.19. Illness

Damage to the state of health not caused by an accident and the cause and symptoms possible to be objectified medically, thus allowing a diagnosis and requiring therapy.

1.20. Qualifying period

Period during which SMA Neutra is not liable for any reimbursement.

1.21. Policyholder

Person who takes out insurance for himself and / or for the benefit of other insured person (s), and who is required to pay the premiums.

1.22. Pharmaceutical products

Any pharmaceutical specialty registered with the Ministry of Public Health under article 6 of the law of March 25, 1964 and the A.R. of July 3, 1969, as amended by subsequent orders.

1.23. Health Insurance receipt

Document issued by the health insurance society as part of the financial settlement for the intervention of compulsory insurance for the insured having been subject to the payment of benefits outside the framework of the third party payer.

1.24. Moderator ticket (co-payment)

Difference between the price of the legal fees and the Health and Disability Insurance reimbursement

Articles

Article 1 – Subscription conditions and insurability

§1. The followings Neutral Health Insurance members may be insured with SMA Neutra:

- La Mutualité Neutre;
- Mutualia, Mutualité Neutre;

and, stay that way as long as they are members.

It is referred to in article 5 of the statutes of SMA Neutra as to the notions of member of a health insurance company and their consequences on the quality of insured at SMA.

§2. There is no age limit to be insured.

Article 2 – Solidarity principle

The presence of a pre-existing illness and ailment (accident or handicap) on the part of an insured person does not result in the rejection of this insured person, no increase in premiums, or restriction of the intervention of SMA Neutra.

Article 3 – Conclusion of the contract and effective date

Upon receipt of a subscription form, an insurance policy is sent to the prospective policyholder. The latter has 14 days to return the duly signed copy to SMA Neutra for concluding the contract. The effective date of the contract is shown on the insurance policy: please refer to it.

Article 4 – duration of the contract and termination

§1. The insurance contract is concluded for life except in situations defined in §§ 2 and 3.

§2. The insurance contract ends automatically upon the death of the policyholder.

The cover ends for the insured:

- at the time of his death;
- when he ceases to be a member of one of the health insurance listed in article 1, §1 above;
- when he acquires the status of "member of a health insurance company affiliated to SMA Neutra, the possibility of benefiting from the advantages of the complementary insurance services being eliminated". Reference is made to

article 5 of the statutes of SMA Neutra for the rest.

- §3. Except when a minimum duration is provided for in the contract, the contract can be terminated at any time. In this case, the contract ends:
- by the policyholder, by sending a registered letter to SMA Neutra, by bailiff exploit, or by delivery of the termination letter against receipt.
In this case, the coverage ends on the 1st day of the month following the sending of the registered letter, the bailiff's performance or the delivery of the termination letter against receipt;
 - by the SMA Neutra in the event of default of payment of the premium, in accordance with article 12 below;
 - by the SMA Neutra in the event of fraud or attempted fraud by the policyholder and / or the insured.
- §4. In the situations defined in §§ 2 and 3, the insurance cover is guaranteed for the hospitalization in progress at the time the termination takes effect. However, any premiums and arrears remain due from the policyholder. If necessary, the SMA Neutra will make a compensation between its intervention and the debt of the policyholder.
- §5. In the situations specified in §§ 2 and 3, the premiums paid are reimbursed fully or partially, in proportion to the unexpired month, within 30 days from the effective date of termination.

Article 5 – Applicable Law

Belgian law governs the contract.

Article 6 – Qualifying period

- §1. Without prejudice to the details set out in §§ below, the qualifying period is set at six months from the date the warranty starts.
- §2. The qualifying period is 9 months in case of pregnancy, for hospitalizations related to it or childbirth. However, the period between the seventh and the 9th month will be covered based on the smallest contract, namely Neutra + for Neutra Comfort and Neutra Top and Neutra Base for Neutra Optimum.
- §3. The qualifying period is 12 months for registrations from 65 years old.
- §4. When switching from an insurance to another insurance offering higher guarantee, the insured must complete a qualifying period as provided above starting on the date the warranty start.
- §5. When an additional insured is added, he must also complete a qualifying period.

Article 7 – Qualifying period exemption

There is an exemption from qualifying period in the situations and conditions described below:

- for hospitalizations following an accident which occurred after the warranty period started;
- when the insured was covered by a similar hospitalization insurance, provided that all the related premiums have been paid and the possible related internship completed, and there is no interruption between the two insurance coverages, the guarantee is effective from the date on which the SMA Neutra contract takes effect;
- for newborns, provided that the declaration of birth is made to SMA Neutra within 180 days of birth and provided that the first insured has completed his qualifying period in an equivalent or higher product.

Article 8 – Intervention limits

- §1. Refunds are only granted subject to the right for the SMA Neutra to have the medical adviser check the state of the insured person's health and the merits of the services at any time.
- §2. Premiums relating to the insurance contract must be paid in order for the right to reimbursement to be granted.
- §3. The claim for the payment of reimbursements shall expire after three years from the date of realization of the risk covered under the insurance policy.

Article 9 – Formalities in the event of a request for reimbursement

- §1. The insured must report the claim to SMA Neutra in writing as quickly as possible, using the document provided.
Insofar as necessary, the insured must attach to the request for intervention, any document, certificate and report likely to prove the existence and the degree of seriousness of the event.
The insured sends, as far as possible, the original of all supporting documents (invoice, receipt, etc.).
- §2. In the event of the beneficiary's death, benefits are paid to his heirs.
The heir agrees to send the SMA Neutra:
- either a notarial deed of inheritance;
 - either an deed of notoriety (justice of the peace of the heir's living place) ;
 - either an inheritance certificate (SPF Finances).

Article 10 – Exclusions

No reimbursements can be claimed in the following cases:

- Services not reimbursed de the Health and Disability Insurance;
- Accidents or diseases that cannot be verified by a medical examination ;
- Aesthetic or rejuvenating treatments; however, the costs of restorative plastic surgery caused by a disease or accident covered by the health and disability insurance will be reimbursed ;
- Diseases or accidents that occurred :
 - o While you were in a state of intoxication or under the influence of drugs, narcotics or medication, used without a medical prescription, unless there is a proof the there is no causal relationship between the disease or accident and these circumstances or if the insured provides evidences that he or she consumed these beverages or narcotics without being aware, or if he or she was forced to do so by a third party ;
 - o Because of alcoholism, drug addiction or drug abuse.
- Spa treatments ;
- War events (whether the insured is a civilian or serving in the military); civil unrest or riots (unless the insured person did not take an active part in these events or in the case of self-defence.
- Incidents during the practice of aerial sports or sports involving a motor vehicle, as well as any kind of professional sports.
- The consequences of an intentional act on the part of the insured (unless the insured proves that he or she was rescuing people or property ; or in case of attempted suicide); crimes and offenses committed by the insured, as well as reckless acts, bets or challenges.
- The direct or indirect effect of radioactive substances or artificial acceleration processes of atomic particles (with the exception of the use of radioactive material for medical purposes).
- Intentional mutilation.

- Accidents during which the insured is part of the crew of an air transport, or performs a professional or other activity related to the flying aircraft during the flight.
- Hospitalizations resulting from a psychiatric, psychosomatic or mental disorder (exempt for Neutra +, Neutra Confort and Neutra Top). This involves the following services: no. 34, 35, 36 (child neuropsychiatry service for children) - no. 37, 38, 39 (neuropsychiatry service for adults) - no. 40 (closed psychiatric service) - no. 41, 42, 43 (long-term psychiatric service).
- Hospitalizations for personal reasons

Article 11 – Scope and territoriality

The extent of coverage is specified in the specific conditions relating to each product.

Article 12 – Premiums

The premiums are detailed in the specific conditions relating to each product.

The premiums due are payable in advance per month, quarter, semester or year by direct debit or annually by bank transfer.

The premium is due by the policyholder as soon as he has received the due notice and is calculated according to the age of the insured.

Age is calculated by subtracting the year of birth from the current year.

In the event of default of payment of the premium due or part thereof, the SMA Neutra is entitled to terminate the guarantee by registered letter with summons to pay within fifteen days from the day following its deposit. at the post office. The termination of the contract does not take effect until the expiration of the period of fifteen days starting on the day after the day on which the registered letter is posted.

Termination shall take effect retroactively from the date of the last full monthly payment.

Article 13 – Premium and insurance conditions adjustment

The premium, the deductible and the service can be adapted to the annual due date of the premium, in accordance with Article 41 of the statutes of SMA Neutra.

If necessary, these may also be adapted in accordance with Article 204 of the Insurance Act of 13 March 2016.

Article 14 – Complaint

Without prejudice to the possibility of legal action, you may send your complaint in writing to:

SMA Neutra
Rue de Joie 5 at 4000 LIEGE
Fax : 04/254.54.37
Email : gestion-des-plaintes@neutrassur.be

If you are unhappy with the way your complaint was handled, you can contact the Insurance Ombudsman:

Service Ombudsman Assurances
Square de Meeûs 35 at 1000 BRUXELLES
Phone : 02/547.58.71 Fax. : 02/547.59.75
E-Mail : info@ombudsman-insurance.be
Site Web : www.ombudsman-insurance.be

Article 15 – Segmentation

When the contract is signed and / or during its lifetime, the SMA Neutra uses different segmentation criteria:

- family situation, age, state of pregnancy, subscription to a similar service within another entity and membership in one of the Neutral Health Insurance which are members for the Neutra Base and Neutra Optimum products;
- age, state of pregnancy, subscription to a similar service within another entity and membership in one of the Neutral Health Insurance which are members for the Neutra+, Neutra Confort and Neutra Top products.

Article 16 – Protection of personal data

The policyholder and the insured authorize the SMA Neutra to process their personal data necessary for the conclusion and management of the hospitalization insurance contract. They also consent to the processing by the SMA Neutra of their personal health data, transmitted by themselves or by their health Insurance.

The SMA Neutra with a view to achieving its purposes only processes the personal data of policyholders and insured persons.

The policyholder and the insured have the right at any time to consult and request the correction of their personal data in the possession of SMA Neutra. They also have the right to request their erasure, if this does not make it impossible, in particular, compliance with a legal obligation to which the SMA Neutra would be bound or the establishment, exercise or defence of rights in justice.

For the exercise of these rights and for any question relating to the protection of individuals in regard to the processing of personal data, it is possible to contact the Data Protection Officer of the SMA Neutra, by dated and signed letter, accompanied by a copy of the identity card. This letter can be addressed to Rue de Joie, n ° 5 at 4000 LIEGE. The Data Protection Officer can also be reached by phone (04 / 254.58.91) and by email (protection_donnees@neutrassur.be). The Belgian Data Protection Authority can also be contacted (Rue de la Presse, n ° 35 at 1000 BRUXELLES - 02 / 274.48.00 - contact@apd-gba.be). The Data Protection Declaration of the SMA Neutra is available on its website at www.neutrassur.be.

Article 17 – Subrogation

The insured subrogates the SMA Neutra in its rights and claims with regard to any persons responsible for the event that gave rise to the opening of the right to compensation. The insured commits himself, if necessary, to confirm this subrogation in writing at the request of SMA Neutra, which can then recover the interventions granted from the third party responsible or its insurance company.