KUSHTET E PËRGJITHSHME TË SIGURIMIT TË SHËNDETIT NGA SËMUNDJET

Shoqëria ALBSIG Sha., me seli në Tiranë me adresë Bulevardi Bajram Curri, Downtown One, Tiranë, Albania regjistruar pranë Gjykatës së Shkallës së Parë Tiranë me Vendimin për Regjistrimin si Person Juridik Nr. 30756 datë 09/01/2004, perfaqesuar nga Drejtori i Pergjithshem Z. Muharrem BARDHOCI, dhe bien dakort si me poshte:

1. "DISPOZITA TE PERGJITHSHME"

Kushtet e pergjithshme te kontrates per sigurimin e Semundjeve dhe Aksidenteve, ketu e me poshte do te quhen **"Kushtet e Sigurimit"**; Shoqeria e Sigurimeve "ALBSIG Sh.a", ketu e me poshte do te quhet **"Siguruesi"**; Personi fizik, interesi pasuror i te cilitmbulohet nga sigurimi per Shendetin dhe Aksidentet Personale, ketu e me poshte do te quhet **"I Siguruari"**; Personi fizik apo juridik qe nenshkruan policen e sigurimit, ketu e me poshte do te quhet **"Kontraktuesi";** Kontrata per sigurimin e Shendetit dhe Aksidentet Personale e lidhur midis Siguruesit dhe te Siguruarit, ketu e meposhte do te quhet **"Polica e Sigurimit";** Perfituesi sipas dispozitave ligjore mbi trashegimine, ose personi tjeter i emeruar nga i Siguruari i cili perfiton nga polica e sigurimit, ketu e me poshte do te quhet **"Perfituesi";** Shuma e parave qe i siguruari paguan per sigurimin Brenda intervalit te kohes se rene dakort, ketu e meposhte do te quhet **"Primi i Sigurimit";** Shuma maksimale e parave te paguashme nga siguruesi ne rast demi, ketu e meposhte do te quhet **"Shuma e Sigurimit"**; Çdo anormalitet, apo situate semundje qe ndodh ne funksion te organeve te trupit te personit te siguruar, qe nuk varet nga vullneti i te siguruarit dhe shkaktohet nga ndryshime patologjike te cilat mund te diagnostikohen nga nje doctor, ketu e meposhte do te quhet **"Semundje";** Trajtimi qe duhet bere ne Spitalin Amerikan dhe per te cilin i siguruari duhet te shtrohet te pakten nje nate,ketu e meposhte do te quhet **"Shtrim Spitalor"**. Nuk do te konsiderohet i tille qendrimi i te siguruarit brenda nje institucioni spitalor per nje periudhe me te gjate se ajo e nevojshme ose nese eshte shtruar dhe nuk diagnostikohet asnje gjendje patologjike.

2. "RREZIQET E SIGURIMIT"

Sigurimi i shendetit dhe i aksidenteve personale mbulon, brenda afatit te sigurimit, shpenzimet e nevojshme te kurimit per paaftesine shendetesore ne rast te semundjes e cila shfaqet ne menyre akute ose papritur, e cila nuk ka qene e mbartur apo semundje me historik nga i siguruari dhe/ose plagosjes, qe peson i Siguruari gjate ushtrimit te veprimtarise profesionale, te treguar ne policen e sigurimit, si dhe te çdo veprimtarie tjeter qe nuk ka karakter profesional, me kusht qe rreziku i mbuluar me sigurim te mos perfshihet ne "rreziqet e perjashtuara". Sigurimi nga semundjet i garanton te Siguruarit shpenzimet e nevojshme te kurimit, deri ne shumen e percaktuar ne Kontrate. Sigurimi i shendetit nga aksidentet personale mbulon aksidentet qe peson I Siguruari per shkak te: **a)** helmimit akut nga thithja apo gelltitja e substancave; **b)** mbytjes nga trupa te huaj, ne rruget e frymemarrjes ne menyre te pa vullnetshme. **c)** ngrirjes; **d)** goditjes se diellit ose nxehtesise; **e)** demtimeve te shkaktuara nga sforcime fizike, me perjashtim te hernies dhe infarktit; **f)** asfiksise me origjine jo patologjike; **g)** aksidenteve te pesuara ne gjendje semundjeje te menjehershme ose pavetedijes; **h)** trazirave masive civile ose

akteve terroriste, me kusht qe I Siguruari te mos kete marre pjese aktivisht ne to.

3. "RREZIQE TE PERJASHTUARA"

Sigurimi i shendetit nuk mbulon aksidentet qe peson i Siguruari per shkak te situatave te meposhtme: **a)** drejtimit apo bashkedrejtimit te nje mjeti motorrik ose mjeti lundrues me motorr, si dhe qendrimit si pasagjer gjate pjesemarrjes se tyre ne gara e konkurrime sportive dhe ne provat perkatese; **b)** drejtimit te mjetit motorrik ose mjetit lundrues me motor, kur vete i Siguruari nuk eshte i pajisur me dokumentin perkates te aftesise; **c)** drejtimit te nje mjeti fluturimi me motorr ose punesimit si anetar i ekuipazhit te tij; **d)** kryerjes se detyres profesionale duke perdorur mjete fluturimi me motorr; **e)** perdorimit te aeroplaneve pa motorr, qendrimit si pasagjere ne to si dhe parashutimit; **f)** ushtrimit te boksit, atletikes se rende, futbollit,mundjes apo sporteve te ngjashme me te, alpinizmit, kercimit nga trampolina me ski ose hidroski, skive akrobatike, zhytjes me bombulat e eksplorimit; **g)** pjesemarrjes ne konkurime dhe stervitjet perkatese te futbollit, hipizmit e çiklizmit, **h)** dehjes dhe/apo perdorimit te tepruar te psikofarmaceutikeve, te perdorimit te droges ose aluçinanteve me perqindje alkoli me te larte se 0.2%0 (per mije); **i)** operacioneve luftarake, zhvillimit te kryengritjeve, permbytjeve, zhvendosjes se tokes e shperthimeve vullkanike; **j)** shperthimeve dhe radiacionit te energjise berthamore, pavaresisht nga origjina e tyre; **k)** kryerjes ose tentatives per kryerjen e nje vepre penale;**l)** virusi HIV (AIDS); **m)** lindja e femijes, aborti dhe ne pergjithesi cdo situate e lidhur me lindjen ose terapi per shtatzani; **n)** shqetesimet kongjenitale dhe gjenetike; **o)** çdo lloj semundje apo keqfunksionim patologjik qe ka egzistuar perpara ketij sigurimi. **p)** kryerjes nga ana e te Siguruarit ne menyre te vetedijshme te veprimeve qe do te rrezikonin seriozisht ate, perjashto rastet kur ato kryhen per te shpetuar njerez ose mallra ne rrezik; **q)** çdo lloj sulmi apo sabotimi qe do te sillte rrezik nuklear ose perdorimin e armeve nukleare, kimike dhe biologjike ose clirimin e lendeve nukleare, kimike dhe biologjike; **r)** situates se semundjes ose te plagosjes te te siguruarit pas nje tentative vetevrasjeje; **s)** Shpenzimet me shtrim ne Spital ose ambulatore, medikamnetet, suplementet, lidhur me semundje qe rrjedhin nga Epidemi ose Pandemi te ndryshme; **t)** Semundjet infektive, Hepatitet a,b,c,d, Malarja, Kolera; **u)** aksidente qe shkaktojne direkt ose indirekt demtime trupore qe egzistonin perpara leshimit te polices, paaftesite e te siguruarit si dhe komplikacionet qe rrjedhin prej ketyre gjendjeve; **v)** situatat e tjera jashte garancise pervec atyre te parashikuara ne kushtet e pergjithshme te polices.

Perjashtimet perfishjne edhe rastet me poshte:a) Gjendje paraekzistuese; **b)** Pasojat apo aksidentet qe rrjedhin si pasoje e nje veprimi te qellimshem te te siguruarit si veteplagosja; **c)** Semundje apo aksidente gjate kohes qe i siguruari eshte me sherbim ushtarak; **d)** Plagosja apo lendime qe rrjedhin nga pjesemarrja aktive ne gara motorrike ne toke apo uje; **e)** Lendimet ose pasojat qe rrjedhin nga pjesemarrja ne sporte profesionale apo te rrezikshme; **f)** Aksidentet e transportit ajror, pervec rasteve kur udhetohet me nje mjet te certifikuar; **g)** Pasojat e trazirave apo kryengritjeve ku i siguruari duke marre pjese ne to thyen ligjin; **h)** Kurat e rinise apo bukurise, nderhyrjet per efekt estetike ose trajtimin me medikamente ose suplemente per kete qellim; **i)** Pasojat e ngjarjeve ne nje periudhe lufte, pervec nese ndodhin brenda 30 diteve; **j)** Demtimet e

shendetit si pasoje e rrezatimit jonik, elektromagnetik dhe rreziqeve te energjise berthamore; **k)** Vitaminat, suplementet, ekstraktet bimore, kremera, shampoo, parfume, preparate e higjenes; **l)** Kontracepsioni meshkuj apo femra, sterilizimi, hetimi, dhe kujdesi per fertilizim apo operacione per ndryshimin e seksit; **m)** Semundjet veneriane HIV/AIDS, hetimi apo pasojat; **n)** Te gjitha trajtimet per identifikimin, ruajtjen dhe permiresimin e shendetit te fetusit; **o)** Perkujdesi ndaj alkolizmit, vartesive nga droga; **p)** Lentet, skeletet dhe xhama optike apo kirurgjine radikale keratomike ne rast miopie, astigmatizem, hipermetropi, presbiopi; **q)** Kontrollet e zakonshme dentare dhe protezat; **r)** Shpenzimet per gjetjen dhe marrjen ne dorezim te organeve per transplant; **s)** Shpenzime per problemet e zhvillimit mendor; **t)** Trajtimi i obezitetit; **u)** Dializa; **v)** Cdo lloj trajtimi qe lidhet me shtatzanine; **w)** Medikamente ne shtrim dhe ambulatore; **x)** Shpenzimet shendetesore, spitalore ose ambulatore, ku shkak i demeve jane bere, automjete, mjete ose objekte te cilat posedojne nje Police Sigurimi pergjegjesie, te leshuar nga nje kompani sigurimi, vendase apo e huaj.

4. "PERSONA QE NUK SIGUROHEN"

a) personat qe vuajne nga alkolizmi,narkotizmi ose semundje mendore si skizofrenia, format maniako-depresive e gjendjet paranoike apo sindroma organike celebrale,gjendje ankthi; **b)** personat qe kerkojne kujdes te perhershem mjeksor, ku te tille konsiderohen personat qe mbeshtesin jetesen dhe nevojat e perditshme tek ndihma e te tjereve; Polica e Sigurimit zhvleresohet ne momentin qe vertetohen rrethanat e treguara ne pikat "a" dhe "b" te mesiperme; **c)** nuk sigurohen personat qe kane mbushur moshen 65 vjeç dhe qe kane historik semundjesh. Te siguruarit qe arrijne kete moshe kur polica e sigurimit eshte ne fuqi do te mbulohen deri ne mbarim te afatit te treguar ne policen e sigurimit; **d)** Personat qe kane semundje fizike te lindura.

5. "SHUMA E SIGURIMIT"

Shuma e sigurimit percaktohet ne policen e sigurimit sipas zerave ne rastet me apo pa shtrim ne spital si pasoje e semundjeve akute qe shfaqen ne menyre te papritur dhe qe nuk kane historic, ose aksidenteve, per te gjithe periudhen nje vjecare te sigurimit, pavaresisht nga numri i aksidenteve/ semundjeve.

6. "PRIMI I SIGURIMIT"

Primi i sigurimit aplikohet per afat nje vjecar. Primi i Sigurimit paguhet teresisht me nenshkrimin e polices se sigurimit. Vonesa ne pagesen e primit prej me shume se 7 ditesh nga data e prerjes se polices se sigurimit, i jep kompanise te drejten te nderprese kontraten e sigurimit;

7. "POLICA E SIGURIMIT"

- **Gjak Komplet**
- **Urine Komplet**
- **Glicemi Esell**
- **Kolesterol**
- **Trigliceridet**
- **Bilirubine totale**
- **SGOT**
- **SGPT**
- **EKG**
- **Eko Abdominale**
- **Mamografi/PAP Test/Grafi Toraksi/PSA**
- **Konsulte Patologu**

8. "HYRJA NE FUQI E POLICES"

Polica e sigurimit nga semundjet dhe aksidentet do te kete nje periudhe pritje prej 30 ditesh, dhe nuk do te hyj ne fuqi asnjehere para ketij afati dhe pasi te jene

respektuar te gjitha procedurat e marrjes ne sigurim nga specialist i ALBSIG.

9. "NJOFTIMET DHE DEKLARATAT E PASAKTA"

Njoftimet dhe deklaratat e pasakta ose te paplota te kryera me dashje perbejne shkak per zgjidhjen e polices se sigurimit. Siguruesi pranon te marre persiper kete sigurim, duke u bazuar tek kerkesa e te Siguruarit. I Siguruari eshte i detyruar te thote te verteten ne kerkese dhe ti pergjigjet saktë pyetjeve te bera ne dokumentet plotesuese ne se do kete, duke deklaruar aspektet qe dihen prej tij, te cilat perbejne thelbin e rrezikut dhe qe ndikojne ne vleresimin e rrezikut. Ne rastet kur behet deklarimi i manget, ose ne kundershtim me te verteten nga i Siguruari, Siguruesi mund te mos zbatoje ose te zbatoje ne kushte me te veshtira kontraten.

Nese i siguruari ka vepruar ne menyre te qellimshme, Siguruesi mund te mos e zbatoje kontraten, qe nga data qe informohet per situaten dhe nese demi eshte shkaktuar, te siguruarit nuk i paguhet demshperblimi. Ne rast se demi, pa veprimin e qellimshem te te Siguruarit, ndodh: **(i)** perpara se Siguruesi te vihet ne dijeni per situaten ose **(ii)** brenda peridhes qe Siguruesi mund te bej njoftimin e anulimit ose **(iii)** brenda periudhes kohore qe nevojitet per hyrjen ne fuqi te ketij njoftimi; atehere Siguruesi ben zbritje nga demshperblimi te diferences midis primeve te realizuara dhe atyre qe duhet te realizoheshin. Njoftimet ose deklarimet e pasakta ose te paplota te kryera ne mirebesim, perbejne shkak per zgjidhjen e polices se sigurimit, por i Siguruari ka te drejte mbi pjesen e primit per periudhen e mbetur te sigurimit. Gjithashtu i Siguruari demshperblehet deri ne shumen e sigurimit te dale nga raporti mes primit te sigurimit te rene dakort dhe atij qe duhej te ishte paguar. Kur polica e sigurimit eshte lidhur per me shume se një person, ajo mbetet e vlefshme per ata persona, te cileve nuk i referohen deklarimet e pasakta ose te paplota. Te gjitha njoftimet dhe deklarimet e te Siguruarit ose Kontraktuesit para dhe mbas nenshkrimit te polices behen me shkrim.

10. "FILLIMI DHE MBARIMI I SIGURIMIT"

Polica e sigurimit hyn ne fuqi ne oren 24.00 te dates se percaktuar si date fillimi ne kontrate, me kusht qe te jete paguar primi i sigurimit, dhe do te perfundoj ne oren 24.00 te dites se mbarimit te kontrates te percaktuar po ne police, te nenshkruar nga te dy palet. Periudha e sigurimit eshte 1-vjecare, pervec rasteve kur ne kontraten e sigurimeve do te percaktohet ndryshe. Polica e sigurimit perfundon ne rastet e meposhtme: **a)** kur mbaron afati i treguar ne policen e sigurimit; **b)** ne menyre te njeanshme kur njera nga palet nuk permbush detyrimet kontraktore. Kur pergjegjesia bie mbi Siguruesin, i Siguruari ose Kontraktuesi perfiton pjesen e primit te paguar per periudhen e mbetur te sigurimit; **c)** kur njera nga palet heq dore nga polica e sigurimit;Ne raste te tilla, palet jane te detyruara te njoftojne 30 dite perpara; **d)** pas nje ngjarje e cila konsumon tere shumen e mbetur te sigurimit.

11. "SIGURIMI I PJESTAREVE TE FAMILJES"

Me kusht qe te jete rene dakort nga palet kontraktuese dhe per mbulimet e shenuara ne tabelen e perfitimeve, me persona te siguruar do te kuptohen anetart e familjes te perbere prej jo me pak se 3 (tre) persona. Cdo pjesetar i familjes perfiton ne menyre individuale mbulimet qe ofron karta e shendetit. Primi i Sigurimit paguhet teresisht per gjithe familjen me nenshkrimin e polices se sigurimit. Vonesa ne pagesen e primit prej me shume se 7 ditesh nga data e prerjes se polices se sigurimit i jep kompanise te

drejten te prish kontraten e sigurimit.

12. "NDRYSHIMI I VEPRIMTARISE PROFESIONALE APO I PERSONIT TE SIGURUAR"

Ne rast se gjate periudhes se mbulimit ne sigurim, ndryshon veprimtaria profesionale e treguar ne policen e sigurimit, i Siguruari ose Kontraktuesi eshte i detyruar tenjoftoje me shkrim Siguruesin. Kur veprimtaria e re profesionale e shton shkallen e rrezikut, primi do te rritet per periudhen e mbetur te sigurimit. Kontraktuesi (ne rastet e aplikimit te sigurimit ne grup) ka te drejte qe te zevendesoje me nje tjeter personin qe ka caktuar per te marre shumen e sigurimit, apo te shtoje persona te tjere me te njejtat kushte te pergjithshme, duke njoftuar me shkrim Siguruesin brenda nje periudhe 15 ditore dhe paraqitur deshmine e sigurimit per te bere ne te shenimet e nevojshme.

13. "NJOFTIMI I RASTIT TE SIGURIMIT DHE DETYRIMET E TE SIGURUARIT"

I Siguruari ose Perfituesi duhet te njoftoje me shkrim Siguruesin per vertetimin e ngjarjes se sigurimit brenda 5 (pesë) diteve nga dita e gjendjes se renduar shendetesor apo aksidentit, ose nga momenti ne te cilin ka patur mundesi ta beje kete njoftim. Njoftimi me shkrim i Rastit te Aksidentit duhet te tregoje vendin, diten, oren, semundjen e tij apo shkakun e aksidentit, si dhe t'i bashkengjitet nje çertifikate mjeksore nga mjeku, i cili ndjek kurimin, ku te percaktohen shkaqet e semundjes dhe pasojat e mundshme te saj. Eshte kusht qe menjehere pas aksidentit ose semundjes te filloje kurimi dhe te merren masat e nevojshme per sherimin e te semurit. Siguruesi ruan gjithnje te drejten te vizitoje dhe te kontrolloje gjendjen shendetesore te te semurit ose te aksidentuarit dhe dhenia e lejes per viziten dhe kontrollin eshte e detyrueshme. Eshte e detyrueshme te zbatohen keshillat e mjekut,qe ndjek kurimin sa me siper, te cilat kane ndikim te drejteperdrejte ne sherimin e te plagosurit ose te aksidentuarit: **a)** Ne raste se i siguruari ne menyre te qellimshme nuk zbaton sa me siper, humbet te drejten qe i jepet nga polica; **b)** Ne rast kur si rrjedhoje e mangesive dhe mosveprimeve te te siguruarit efektet e aksidentit dhe te semundjes shtohen atehere Siguruesi nuk mban pergjegjesi per pjesen e shtuar;

I Siguruari duhet te ndjeke keshillat e mjekut dhe duhet te beje çdo perpjekje per te minimizuar pasojat e aksidentit. I Siguruari dhe, ne rast vdekje te te Siguruarit, Perfituesi, eshte i detyruar t'i lejoje Siguruesit te kryejne verifikimet dhe eksperimentimet e nevojshme lidhur me aksidentin. Siguruesi paguan demshperblimin vetem per pasojat e drejtperdrejta dhe ekskluzive te shkaktuara nga aksidenti. Ne rast se ne momentin e ndodhjes se aksidentit, i Siguruari nuk eshte fizikisht i plote dhe i shendetshem, jane te demshperblyeshme vetem pasojat qe do te mund te vertetoheshin patjeter, atehere kur aksidenti t'i kishte ndodhur nje personi fizikisht te plote dhe te shendetshem.

14. "SHPENZIMET SPITALORE DHE FARMACEUTIKE"

Shpenzimet spitalore dhe farmaceutike i paguhen te Siguruarit ose pjesterit te familjes te siguruar, ne rastet kur per shkak te nje semundjeje apo aksidenti ai ndodhet ne trajtim mjeksor ne institucione mjekimi ose jashte tyre. Shpenzimet spitalore dhe farmaceutike perfshijne: shpenzimet mjeksore spitalore dhe ambulatore, shpenzimet e trajtimeve kirurgjikale, shpenzimet farmaceutike, analizat dhe radiografite, shpenzimet per trajtimet fizioterapike dhe riaftesimit, si dhe shpenzimet per transportimin ne kushte speciale, te gjitha keto kur jane te lidhura me

nje semundje apo aksident te siguruar dhe te rekomanduara nga mjeku, ne perputhje me shumat e permendura ne tabelen e perfitimeve.

15. "KERKESA PER DEMSHPERBLIM"

I siguruari ose perfituesi, per marrjen e demshperblimit, i paraqet Siguruesit kerkesen me shkrim, e cila duhet te tregoje edhe emrin e te Siguruarit, numrin dhe daten e polices se sigurimit. I siguruari eshte i detyruar qe se bashku me formularet e njoftimit dhe te kurimit, te dorezoje edhe dokumentet origjinale plotesuar nga mjeku, ose spitali ku eshte kuruar, ne te cilat behet fjale per shpenzimet e spitalit, ilacet, kurimi, dhe vizitat e bera si rrjedhoje e aksidentit ose semundjes. Barra e shpenzimeve per marrjen dhe dergimin e ketyre dokumenteve tek Siguruesi eshte ne ngarkim te te Siguruarit.

16. "VLERESIMI I GJENDJES SHENDETSORE"

Vleresimi i gjendjes shendetsore kryhet mbi bazen e dokumenteve te paraqitura nga i Siguruari, nga eksperti apo grupi i eksperteve te caktuar nga Siguruesi. I Siguruari eshte i deryruar te paraqese menjehere, dhe ne çdo rast, jo me vone se 30 dite, çertifikatat mjeksore apo çdo lloj dokumentacioni tjeter qe lidhet me semundjen/aksidentin ose qe kerkohet nga Siguruesi. Eksperti apo grupi i eksperteve eshte i detyruar te hartoje akt-ekspertimin brenda 10 diteve nga marrja e dokumentacionit, perveç kur shkalla e demtimeve nuk mund te percaktohet brenda nje afati te tille.

17. "DEMSHPERBLIMI"

Siguruesi eshte i detyruar te paguaje demshperblimin ose ta refuzoje ate kur nuk permbushen kushtet e parashikuara ne kete kontrate brenda 30 diteve nga marrja e dokumentacionit te rregullt te demshperblimit. Pagesa e demshperblimit behet ne monedhen e treguar ne policen e sigurimit.

18. "SIGURACIONI I PERBASHKET"

I siguruari eshte i detyruar te lajmeroje Siguruesin nese eshte i siguruar per te njejtin qellim ne Sigurues te tjere. Ne rast se shpenzimet e kurimit mundesohen prej me shume se nje shoqerie sigurimesh, shpenzimet ne ale do te perpjestohen midis shoqerive ne raport me garancite e tyre.

19. "RUAJTJE E FSHEHTESISE"

Siguruesi detyrohet te ruaje konfidencialitetin e te dhënave, fakteve dhe rrethanave qe kane te bëjne me te siguruarit, te dhena me te cilat njihet gjate ushtrimit te veprimtarise se vet. Ai do te jete pergjegjes per demet qe do te shkaktohen si rrjedhoje e mosruajtjes se fshehtesise ne lidhje me sekretet e te Siguruarit.

20. "LAJMERIMET DHE NJOFTIMET"

Lajmerimet dhe njoftimet behen me shkrim dhe i dergohen shoqerise se sigurimeve, ne qendren e saj ose agjensise ndermjetese te kontrates se sigurimeve. Edhe lajmerimet dhe njoftimet e shoqerise se sigurimeve kundrejt te Siguruarit ose Kontraktuesit behen ne adresen e shkruajtur ne police. Ne rast se adresat kane ndryshuar, ato duhet te njoftohen menjehere me shkrim.

21. "DISPOZITA TE TJERA"

Nëse në momentin e ndodhjes së një rasti sigurimi, sipas kësaj kontrate ekzistojnë sigurime të tjera, të cilat mbulojnë të njëjtin dëm, masa e dëmshperblimit që përfiton i Siguruari nga të gjitha kontratat e sigurimit nuk mund të jetë më e lartë sesa masa e dëmit. Pjesa e dëmit që paguajnë Siguruesit

është propocionale me shumat e siguruara. Siguruesit i lind detyrimi vetem per dokumentat qe jane nenshkruar nga persona te autorizuar nga perfaqesuesi ligjor i saj. Asnje tjeter nuk ka te drejte te nenshkruaj ose te modifikoj policat e sigurimit ne emer te siguruesit, ose te paranoje deklarata apo dokumenta ligjor.
Mosmarreveshjet qe mund te lindin midis Siguruesit dhe te Siguruarit, ne rast se nuk zgjidhen me mirekuptim, zgjidhen me rruge gjyqsore. Gjykata kompetente per shqyrtimin e ceshtjeve gjyqesore qe celen kunder shoqerise se sigurimeve si rrjedhoje e mosmar- reveshjeve eshte Gjykata e Rrethit Gjyqesor Tirane. Perveç sa eshte parashikuar shprehimisht ne dispozitat e ketyre kushteve te sigurimit, do te zbatohen dispozitat e Kodit Civil te R.SH.

GENERAL CONDITIONS OF HEALTH INSURANCE

1. "OBJECT OF INSURANCE"

Within the scope of the present general conditions and the categories and limits defined in the List of Benefits, ALBSIG SHA, Str. George W. Bush, Nr. 10, Tirana shall bear the cost of medical treat ment that necessitates from illness, bodily injuries from accidents, maternity and preventive care.

2. "DEFINITIONS"

Accident-Any sudden, unexpected and unforeseen event occurring without the insured's intention, identifiable as to time and place of occurrence, which has a direct external and violent impact on the insured's body; **Ceiling of coverage** is the maximum amount that the Insurer will pay for each benefit defined specifically in the list of benefits during the period of coverage for any treatment covered under the terms and conditions of this policy which as a separate or total expense can not exceed the annual limit defined in the policy; **Coverage Period** is the period of time during which the insurance contract is valid, which is specified in the policy form and which can be no longer than a year; **Deductible** the initial portion of a covered expense that must be paid by the insured before ALBSIG pays its part of the expense; **Emergency** a condition that can be affirmed in case of an accident, or any sudden beginning or worsening of a severe illness resulting in a medical condition that presents an immediate threat to the health and therefore requires urgent medical measures. Only medical treatment by a physician, general practitioner or specialist or hospitalizations that commences within 24 hours of the emergency — causing event

will be covered as such; **Illness**-Any unintended impairment of the state of health diagnosed by a medical practitioner that is not the consequence of an accident. Complications that develop during pregnancy or childbirth are considered illnesses; **Home Nursing** denotes nursing services, received immediately after hospitalization, which are prescribed by a physician and delivered in the home of the Insured by a registered nurse; **Hospital** is a juridical establishment licensed as a medical or surgical hospital by the appropriate authorities in the country in which it is located, whose main purpose is the treatment, on the premises, of the sick and injured, where the patient is under the constant supervision of a physician, and where a medical file on each case is kept up to date. The following types of establishment are not considered hospitals: spas, hydro clinics, sanitaria, rehabilitation institutions for disabled persons, physiologists, sociologists and similar professions nursing homes or homes for the elderly; **Hospitalization/ In-patient treatment** - All stays as a patient in a medical facility/hospital on the advice of and under the regular care and attendance of a medical practitioner and exceeding uninterrupted duration of 24 hours; **Medical Practitioner/Physician**-Any medical practitioner holding a state-authorized diploma to exercise the medical profession or holding an equivalent international diploma; **Medical Provider**-A professionally licensed individual of juridical entity or entity providing medical related services to patients. Physicians, hospitals, clinics, pharmacies, chiropractors, nurses, nurse-midwives, physical therapists, laboratories are providers; **Outpatient surgery**-surgery in a medical facility/hospital where it is not medically necessary for the patient to stay for a period greater than 24 hours; **Policyholder**-The policyholder is the individual or legal entity that concludes the insurance contract with ALBSIG sha; **Pre-existing conditions**-Any disease, illness and/or bodily injury that either: **a)** has been diagnosed by a physician or has required medical treatment, including prescrip- tion of drugs, prior to the effective date of the policy; **b)** exhibited symptoms, prior to the effective date of the policy, which could cause an ordinary prudent person to seek medical advice or treatment; **ALBSIG Medical Network** shall include all medical providers which have an agreement with ALBSIG, and which have been chosen by ALBSIG to provide the Insureds with medical services. Treatment All scientifically recognized care given that aims to reestablish or conserve health. The treatment must be recognized as a medical one by the state it is given in and have to conform to medical prescriptions; **Waiting Period** a period of time from the effective inception date where the insurance provides no cover for the medical expenses received during that period unless specifically defined otherwise in these General Conditions.

3. "GENERAL PROVISIONS"

The health and accidents insurance is based on: **a)** the present General Insurance Conditions (hereinafter referred to as the 'General Conditions'), any existing complementary conditions, as well as the provisions contained in the policy and any existing supplements thereto; **b)** the Albanian legislation for the issues not provided for in paragraph a); **c)** the written statements made by the applicant in the application form and in any other relevant documents.

4. "BENEFITS"

The benefits granted are defined in the

insurance policy and any existing supplements thereto. This policy covers treatment which has a proven diagnostic, stabilizing or restorative effect and which is medically necessary. This policy covers costs which are usual, reasonable and customary for the treatment provided in the country where it is delivered. In the case where ALBSIG considers the charges to be excessive, ALBSIG reserves the right to pay only an amount which ALBSIG deems to be usual, reasonable and customary for the treatment received. ALBSIG reserves the right to suspend or withhold full or partial benefit due to: **a)** Non payment of premiums; **b)** Failure to comply with these General Conditions; **c)** Suspicion of fraud.

5. "INSURED PERSONS"

a) Any individual or family member thereof, whose application for coverage has been approved by the Insurer, whose information is listed on the original insurance policy and/or its subsequent amendments and for whom the due insurance premium has been paid. Individuals whom at the moment of insurance application has turned 65, or who shall attain this age during the prospective insurance period shall not be offered coverage on a new plan basis; **b)** Family members of the insureds can also be insured if specifically included in the insurance policy and if the due insurance premium has been paid.

6. "TERRITORIAL SCOPE OF INSURANCE COVERAGE"

The insurance coverage shall apply to the geographical area of cover as specified on the Insurance Policy form.

7. "RESTRICTIONS TO SCOPE OF GUARANTEE"

The following mentioned events, accidents, illnesses are not covered, unless specifically agreed upon in writing with ALBSIG: **a)** medical expenses incurred for any pre existing conditions as specified by "Article 3" Preexiting Conditons; **b)** the consequences of illnesses or accidents resulting from a deliberate and intentional act by the insured person, such as self-inflicted injury while sane or insane, flagrant self abuse suicide attempt; **c)** illnesses or accidents affecting insured persons while they are on military service or are voluntary members of the armed forces in wartime, since their insurance coverage shall be suspended under such conditions; **d)** the consequences of injuries or lesions resulting from active participation in motor vehicle or motorboat racing, or training on the race course, or from active participation in sports competitions of a dangerous nature. boxing, athletics, football, wrestling or similar sports, mountaineering, cross-country skiing or water skiing, acrobatic skiing, scuba diving; **e)** examinations and/or treatment required as a result of participating in professional, or dangerous sports; **f)** subject to the provisions of Article 7 amateur aviation, flight or jumping accidents (airplane, glider, hang-glider, paraglide, ULM, parachute, or other similar device or equipment), where flights or jumps are undertaken in violation of the requirements laid down by the authorities or without having obtained the authorization or official licenses required, or where no insurance has been taken out that covers the cost of invalidity for this specific risk; **g)** air transport accidents shall be covered only if the insured person or the beneficiary is aboard an aircraft with a valid certificate of airworthiness and navigated by a fully qualified pilot, licensed for the type of aircraft concerned, who may be the insured person or the beneficiary; **h)** the consequences of riot or rebellion if the insured person has, in taking part in them,

broken the laws in force; similarly, the consequences of brawls, except in cases of legitimate self-defense shall not be covered; **i)** rejuvenation or beauty cures, with the proviso that plastic surgery shall nevertheless be covered if it is rendered necessary as a result of the occurrence of a guaranteed risk and/or of an accident or illness suffered after the insured person or beneficiary became party to the insurance contract; **j)** illnesses or accidents resulting directly from crimes or legal misdemeanors committed intentionally; **k)** illnesses or accidents as a consequence of military service periods abroad;**l)** the consequences of wartime events, unless the guaranteed risk occurs within 30 days of the beginning of hostilities in the country in which the insured person is staying and he/she has been surprised by the events; **m)** health damage due to ionizing radiation and the dangers of nuclear energy in case of major incidents. However, the effects of medically prescribed radiotherapy for insured illnesses shall be covered; **n)** male and female contraception, sterilization and treatment of sexual dysfunction, reversal of sterilization, investigation into and treatment of infertility, sex change operations; **o)** venerian deseases or AIDS and all illnesses caused from HIV virus and/or related to it; **p)** all treatments taken under direct prescription for save, treatment and improvement of the fetal health; **q)** treatment of alcoholism, drug addiction and/or solvent abuse and any directly/indirectly related conditions; **r)** lenses, frames, spectacles and radial keratomy surgery in case of myopia, astigmatism, hypermetropia, presbyopia; **s)** routine dental examinations and dental prosthesis; **t)** expenses for the acquisition of an organ; **u)** developmental delay/attention deficit disorders; **v)** treatment of obesity or excess weight; **x)** renal failure and dialysis. **y)** false labor, occasional spotting, physician-prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, **z)** surgical procedure of nasal septum **zh)** hospital or outpatient expenses, medications, supplements. related to diseases arising from various Epidemics or Pandemics.

8. "COVER BY THIRD PARTIES"

a) Where there is cover by another insurance policy or healthcare plan, this must be disclosed to ALBSIG when claiming reimbursement. In these circumstances ALBSIG will coordinate payments and will not be liable for more than its rateable proportion. **b)** If the claim is covered in whole or in part by any scheme, programme or similar, funded by any Government, ALBSIG shall not be liable for the amount covered. **c)** The policyholder and the insured undertake to cooperate with ALBSIG and to notify it immediately of any claim or right of action against third parties. Furthermore, the policyholder and any insured shall keep ALBSIG fully informed and shall take any reasonable step in making a claim upon another party and to safeguard the interests of ALBSIG. **d)** In any event, SIGA: shall have the full right of subrogation.

9. "INSURED COSTS / LIST OF BENEFITS"

ALBSIG, subject to the specifications of the List of Benefits agreed between parties, zone of coverage and ceilings of coverage and other provisions contained herein or endorsed hereon, shall bear costs of benefits, whose purpose is to diagnose and cure illness, accident and its after-effects. ALBSIG won't pay/reimburse medical expenses not defined in the list of Benefits and the costs borne within the waiting period as per these General Conditions. Medical expenses are covered in case they

are defined in the list of benefits: **a)** Inpatient medical expenses during hospitalization in a clinic or hospital. A detailed list of these expenses is listed in the list of benefits compromising accommodation expenses in a private medical provider receiving intensive care, theatre charges, authorized physician, practitioner, surgeon and able to provide medical care; **b)** Outpatient medical treatments, compromising medical visits by physicians or specialists various diagnostic laboratory or imagery tests and analyses; **c)** rehabilitation measures taken or prescribed by a doctor; **d)** Various transportation charges, repatriation or evacuation by an air or road ambulance when medically necessary and according to the limits of coverage defined in the list of benefits; **e)** Expenses incurred when acquiring or renting prostheses, and necessary orthopedic apparatuses when they are prescribed following an insured event. Moreover, when the guarantee is extended to accidents, it includes also the refund of the expenses of repair or replacement (brand new value) of the above mentioned objects when they were damaged or destroyed in the course of an insured event involving itself a medical treatment (within the limits of the defined cover); **f)** Routine maternity expenses or complication of pregnancy, chemiotherapy, radiotherapy, dental and optical expenses or other expenses defined in the List of Benefits according to the limits of coverage. **g)** Medicaments when inpatient or outpatient, prescribed in a written form, from a licensed physician and when is also mentioned the diagnosis of the illness to be treated. This includes medical apparatus recommended by the physician for treatment of the medical case; exterior protheses, ties (outfit), orthopedic nets and similar device, but not equipments such as blood pressure monitor etc and/or chemotherapy medicaments. Medically unnecessary costs (e.g. private telephone expenses) will not be covered.

10. "DEDUCTIBLE AND CEILINGS"

The contractually agreed annual deductible is deducted from insurance benefits for all insured. This deductible is subtracted from the first case submitted for reimburse- ment of medical costs for the calendar year concerned, even if the claim is submitted in the following year. The reimbursement ceilings are defined in the "list of benefits".

11. "PREMIUM PAYMENT"

The premium and/or installments are payable within the date(s) specified in the Insurance Certificate/Schedule. This policy will be in default on the due date if a due premium is not then paid. Premium payments must be made through bank transfer to the account specified by ALBSIG.

12. "GRACE PERIOD"

ALBSIG allows a grace period of 14 days after the due date for premium payments. The grace period does not apply to the payment of the first premium/installment. The policy remains in force during the grace period. If the premium is not paid by the end of the grace period, the policy lapses as of the date of default. Upon lapse: **a)** the policy has no value, and **b)** the cover provided by this policy terminates.

13. "MODIFICATION OF PREMIUM"

ALBSIG shall be entitled to modify the premium at the beginning of the new insurance year. If the premium is modified, ALBSIG shall communicate the new contract provisions to the policyholder at latest 30 days before the insurance year expires. The policyholder shall be entitled to terminate the contract at the end of the insurance year

under review. To be valid, contract termination must be delivered to ALBSIG at latest on the last day of the insurance year. If the contract is not terminated, ALBSIG shall be entitled to assume that the policyholder agrees to any contract amendments made.

14. "PRE-AUTHORIZATION"

Pre-authorization must be obtained from ALBSIG for the following benefits: **a)** In-patient treatment; **b)** MRI scans; **c)** Out-patient surgery; **d)** Home Nursing; **e)** Transport for treatment abroad; Pre-authorization should be sought by mail, fax or e-mail, with all supporting documentation, including pre-authorization form, medical prescription and cost estimate. If there is lack of the necessary medical documents when submitting a Pre Authorization request, ALBSIG will ask such documents not later than 2 (two) working days from the date of receipt of the request. ALBSIG approves or not the receiving of that treatment at least 24 (twenty four) hours before the planned date of such medical service. If pre-authorization is not obtained, ALBSIG reserves the right to reimburse only 80% of the amount claimed if the treatment/medical service is covered and the amount is reasonable and customary for the procedure/treatment involved. In the event of an emergency where treatment must be administered immediately, ALBSIG should be informed within 24 hours of the eligible emergency treatment costs

15. "REPORTING A CLAIM/TREATMENT PROCEDURE"

All claims should be submitted on a ALBSIG Claims Form. Claims forms must be completed and signed by the insured and should be accompanied by the original itemized invoices/payment receipts/original medical prescriptions for the medical service received, and any supporting documentation required by ALBSIG. Photocopies shall not be regarded as acceptable documents. All necessary expenses to obtain these documents shall be borne by the insured. Claims for children under 18 should be submitted and signed by a parent or guardian. The insured/claimant assumes responsibility for the accuracy of claims submitted. The insured/claimant should also, as far as possible, verify that the bills correspond to the treatment undergone. The insured must assist ALBSIG / Assistance Company in obtaining the information that it needs in order to process a claim. The insured person engages to do everything possible to help determine the nature and cause of an illness or the consequences of an accident. Upon request, he/she must concede to a medical examination performed by the ALBSIG contracted medical practitioner and to hospitalization, if recovery depends on it. The insured must see a medical practitioner within a reasonable time period following the accident or the onset of the illness. ALBSIG reserves the right to access medical records and to have direct contact with medical providers, general practitioners, treating physicians, therapists and hospitals. Claim amount is paid in the currency in which the medical service is billed, unless differently mutually agreed.

Medical services by ALBSIG Medical Network Providers/With Payment Guarantee: With Pre Authorisation: Subject to the fulfillment of the provisions of Article 14, the Insured should contact the ALBSIG Medical Network Provider/ALBSIG/ALBSIG appointed Assistance Company to receive the necessary medical service. When pre authorization is required, then based on the information provided by the ALBSIG Medical Network Provider/ Insured/ Assistance

Company, ALBSIG will decide whether the Insured is entitled to the medical service and will accordingly inform the Network Provider/Insured. In case of positive decision, the Insured will receive the necessary medical service in accordance with the scope of coverage. ALBSIG in order to issue the Guaranty of Payment, should have been informed for the estimated amount. Prior to leaving the Network Provider facility the Insured/Network Provider must have sent the preformed invoice to ALBSIG/Assistance Company via mail, fax or email and must get the guarantee of payment. ALBSIG will define in the Guarantee of Payment and calculate the amount to be paid by considering also: **a)** the limit(s) of cover; **b)** the deductible, co-insurance; **c)** the uncovered expenses (uncovered services, preexisting conditions and medically unnecessary costs). Without Pre Authorization: When the insured needs receiving a medical service for which pre authorization is not required, he/she must contact the Network Provider and inform ALBSIG within 24 hours. The Network Provider should have a written confirmation from ALBSIG in order to confirm that such service. The Network Provider shall bill the Insured only for the portion that he/she is liable for as determined by ALBSIG.

Medical services by medical providers other than Network Providers/Without Payment Guarantee: If the insured has paid him/her self for the service received the medical provider part of ALBSIG medical network, the insured reserves the right to submit a reimbursement request for medical expenses in accordance with the provisions defined in these General Conditions.

Medical services by medical providers other than Network Providers: For medical services obtained by non Network Providers ALBSIG will not make direct payments to the medical provider, but, within the categories and limits specified in the List of benefits, shall reimburse 85% of the reasonable and customary expenses of the necessary treatment received, always respecting the limits of cover for the specific treatment. Notwithstanding the fulfillment of the provisions of Article 14, any claim shall be announced to ALBSIG immediately and no later than 30 days after the circumstances underlying the claim have become known to the insured. Any sum paid by ALBSIG and unduly accepted by an insured person must be paid back without delay.

16. "OBLIGATION TO INFORM"

The insured engages to deliver to ALBSIG all information deemed to assist in assessing an insurance claim. ALBSIG shall be entitled to request information from the medical practitioners currently or previously in charge relating to the patient's condition, provided these indications serve to determine the insured's entitlement to benefits. In particular, ALBSIG shall be entitled to request medical certificates and other documents and to arrange for the examination of the insured by one or more medical practitioner of ALBSIG own choosing. Every time the status of insured persons changes, the policyholder shall deliver an update, listing the persons concerned and specifying the new data.

17. "WITHHOLDING INFORMATION"

If the insured violates the provision relating to the obligation to inform, he/she shall lose eligibility to benefits until the moment he/she returns to respecting them. Moreover, ALBSIG shall determine an additional period of 14 days, during which the insured must honor his/her contractual obligations. After this

deadline expires, all benefit payments cease.

18. "MESSAGES AND ADDRESS"

In the case of the submission of a claim or in case ALBSIG is informed by one of the Network Providers of a treatment then ALBSIG shall inform the insured in writing of the portion payable by the insured and of the portion payable by ALBSIG, as determined by ALBSIG. All messages from the policyholder or the insured must be addressed directly to ALBSIG headquarters in Tirana, in order to be valid. ALBSIG addresses all messages to the last known address indicated by the policyholder or the insured.

19. "DURATION AND TERMINATION"

a) The contract shall become effective as soon as ALBSIG has delivered the policy to the policyholder or has confirmed the application filed, the earliest effective date, however, shall be the date agreed and indicated in the policy (contract commencement). **b)** For all new insured's, and for all new insurance coverage's a waiting period of 45 days shall apply, which do not include pregnancy and psychiatric treatment, however during this period the policy will cover costs arising from treatments necessitated by emergencies or accidents. For routine maternity and/or complications of pregnancy the waiting period is 10 (ten) months. For psychiatric treatment the waiting period is 24 months commencing from the first underwrite health Insurance Contract However, with ALBSIG's prior approval, the waiting period will not apply when the policyholder can prove simultaneous transference from an equivalent group insurance with another health insurance company. **c)** The contract shall be renewed tacitly from one year to the next, unless terminated by one of the contracting parties three months ahead of the expiration date. **d)** Otherwise, following any insurance event for which compensation is due, ALBSIG shall be entitled to terminate coverage of the insured or if it deems appropriate, of the group at latest upon payment of the indemnity due and the policyholder shall be entitled to terminate the contract at latest 14 days after receiving payment. If ALBSIG terminates the contract, ALBSIG's liability expires at the end of the insurance year under review. If the policyholder terminates the contract, ALBSIG's liability ends upon receipt of the termination notice.

20. "INSURANCE COVERAGE"

ALBSIG shall decide whether the applicant shall be admitted for normal, or reduced coverage, or not at all. In general, this decision shall be made on the grounds of the documents ALBSIG holds, however, before making a decision, ALBSIG shall also be entitled to request further information to be furnished by the policyholder, or medical examinations, at ALBSIG cost, which ALBSIG can deem necessary for certain candidates. The candidate engages to answer all questions accurately and truthfully and not to conceal any facts regarding his/her health condition that may influence ALBSIG decision

21. "END OF INSURANCE COVERAGE"

Coverage ceases **a)** when the insured is not any longer designed as an insured person by the policy holder as stipulated in Article 5 **b)** when the insurance contract is terminated or suspended, due to default on rate payments

22. "COST MINIMIZATION"

In the event of the occurrence of an insured risk, the insured person must do all in his/her

power to limit the cost levelloss.

23. "MEDICAL SECRECY"

The insured person releases from professional secrecy all medical practitioners whom he/she has consulted before or during his/her insurance term, so that they are free to pass on information to ALBSIG and ALBSIG contracted medical practitioners. ALBSIG engages to treat confidentially all information supplied, including the results of examina- tions and analyses that may come to ALBSIG knowledge.

24. "CESSION OF RIGHTS"

The insured person cedes to ALBSIG all rights up to the total amount of benefits paid to him/her. The insured person shall be obliged to confirm the cession of rights to ALBSIG in writing if this requested, otherwise the guarantee shall expire.

25. "VIOLATION OF CONTRACTUAL OBLIGATIONS"

ALBSIG shall be entitled to verify the data supplied by the policyholder/insured, who must for this purpose, provide access to the elements that determine the rate level (pay slips, etc.). Should the policyholder's statements on the elements that determine rate calculation be incorrect, ALBSIG shall send the policyholder a request, at the cost of the latter, to rectify the statement made. Should the request have no effect,ALBSIG shall be released from any contractual obligations as of the expiry of a 30-day term from the mailing of the notice. Following the rectification of the statement, ALBSIG shall communicate a final rate to the policyholder, calculated on the base of the corrected data, payable retroactively and within 30 days. If the insured person violates one of the contractual duties which fall on him/her, ALBSIG shall be released from all liabilities, unless there is evidence that this violation was unintentional, or that it has had no effect whatsoever on the extent of damage, or on ALBSIG rights and obligations. In case of abuse, deception, or attempted abuse or deception for which ALBSIG can provide proof, the insured person concerned can be excluded from insurance coverage immediately.

26. "TERMINATION OF GROUP INSURANCE"

When an insured person drops out of a group insurance contract because he/she no longer belongs to the circle of contractually defined insured persons, or because the contract is terminated, he/she shall be entitled to switch to the private insurance scheme provided by ALBSIG. ALBSIG retains the right to inform the insured person of his/her right opportunity to switch to the private insurance scheme in writing.

27. "PLACE OF EXECUTION AND JURISDICTION"

This policy and its endorsements are subject to the legislation of the Republic of Albania. Any dispute arising in relation to this policy shall be settled by the appropriate Tirana Curt, as the district where ALBSIG's main office is located.

28. "FINAL PROVISIONS"

In case the underlying General Insurance Conditions are subject to varying interpretations, the Albanian edition makes authority.