



EUROPEAN CENTRAL BANK

EUROSYSTEM

ECB-RESTRICTED

ECB Medical Benefits and Dental Plan Rules for Trainees

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1. General Provisions

1. As far as the provisions that rule the employment relationship at the ECB are concerned, coverage under the ECB medical benefits and dental plan (the "Plan") is stipulated in the relevant Articles of the Decision of the European Central Bank of 9 February 2010 on the rules governing the traineeship programme of the European Central Bank (ECB/2010/NP4) attached to the Plan as Appendix II.
2. The relevant provisions of the Decision of the European Central Bank of 9 February 2010 on the rules governing the traineeship programme of the European Central Bank (ECB/2010/NP4) shall become an integral part of this Plan and may be subject to alterations that may affect the scope and contents of this Plan. The ECB shall bi-annually notify the Insurer and Administrator of changes to the above provisions. Any changes to the above provisions shall become an integral part of the Plan.

1.1. Insured Persons

The Plan shall apply to insured trainees (hereinafter "Insured Trainees") .

1.1.3 Insured Trainees

1. Pursuant to Article 15.2 of the Decision of the ECB of 9 February 2010 on the rules governing the traineeship programme of the European Central Bank, the ECB shall provide trainees with medical insurance under the conditions laid down in this Plan, unless trainees have presented proof of medical insurance prior to commencing their traineeship.
2. Dependants of trainees shall not be eligible for coverage under this Plan.

1.1.4 Membership administration

1. The ECB shall declare in writing the relevant data of Insured Trainees and any changes relating thereto at least once a month to the Administrator in accordance with this Chapter.
2. The ECB shall retain the right to rectify such reported data, including retroactive reporting of insured trainees.

1.2. Commencement and cessation of cover

1. The cover for Insured Trainees is effective from the start date of their traineeship in respect of medical and dental treatment obtained on or after that date.

2. The Administrator shall reimburse expenditure only in respect of treatment given as from the date on which cover takes effect and up to and including the date on which cover ceases.
3. Cover of Insured Trainees ceases on the date on which their traineeship with the ECB ends.
5. Insured Trainees shall not be entitled to continuation or conversion of cover after termination of the traineeship.
6. No expenses incurred after the date of termination of the coverage of Insured Trainees shall be reimbursed by the Administrator, with the exception of ongoing costs following an accident at work or occupational diseases that occurred during the period when the insurance coverage was still in force. These expenses shall be chargeable until consolidation of the injuries and after intervention of any other insurance company.
7. Without prejudice to the above, cover for Insured Trainees for accidents at work is also guaranteed in case of accidents occurring when travelling to and from the ECB or commencement and termination of traineeship.

1.3. Waiting periods and consideration of pre-existing conditions

2. There shall be no waiting period and no prior medical examination before coverage for Insured Trainees takes effect.

1.4. Coordination of benefits

6. If Insured Trainees following their traineeship enter into an employment relationship with the ECB during which they are insured under the Plan as Insured Dependants, the respective periods for renewals and the annual limits as laid down therein, shall take into account reimbursements effected under the coverage as Insured Trainee during the traineeship. Where the annual limits for Insured Dependants are higher, they shall apply for the full calendar year in which the trainee became an Insured Member as of the point in time in which insurance coverage under the Plan for members of staff commenced.

2. Special Provisions

2.1. Opt-out

2. In accordance with Article 15.2 of the Decision of the ECB of 9 February 2010 on the rules governing the traineeship programme of the European Central Bank, the ECB

shall provide trainees with medical insurance under the conditions laid down in this Plan, unless trainees have presented proof of medical insurance prior to commencing their traineeship.

2.2. Coverage of costs incurred by accidents at work and occupational disease despite opt-out

If the persons mentioned under 2.1. above opt out of the Plan, they shall remain Insured Trainees with regard to coverage of costs incurred by accidents at work and occupational diseases.

2.3. Cover during periods of leave

3. Reimbursement Rules

3.1. Definitions

The following definitions (in alphabetical order) shall apply for the reimbursement of medical expenses:

Administrator

Service provider with whom a (separate) agreement has been signed on claim settlement and other related services.

Dental practitioner

A dentist or dental surgeon registered with the Zahnärztekammer or appropriate competent governing body.

ECB Medical Adviser

A medically qualified person with whom the ECB signed a service contract for the provision of medical advisory services to the ECB.

Excessive costs

If the costs significantly exceed the amounts normally charged in the country where the treatment was provided, the portion of costs exceeding the normally charged fees is deemed excessive and may be excluded from reimbursement, even if no ceiling for reimbursement has been set and even in the case of serious illness.

Insurer

Risk carrier with whom the ECB signed a (separate) agreement for the coverage of medical expenses.

Leading Specialist

A leading specialist is a medically qualified person or dentist with an international reputation in a particular medical field, who heads a research team and/or who holds a university chair and/or is the author of medical or dental publications.

Major Surgical Operation

A surgical operation within or upon the contents of the abdominal, or pelvic, cranial, or thoracic cavities, or a procedure which, given the locality, condition of the patient, level of difficulty, or length of time to perform, constitutes a hazard to life or function of an organ or tissue.

Medically qualified person

A person who graduated from a recognised medical school as listed in the WHO Directory of Medical Schools and who is licensed to practise medicine in the country where the treatment is received.

Medical or Dental Officer

An individual/a team of medically qualified person(s) or dental practitioner(s), deployed by the Administrator or the Insurer to give expert advice to the Administrator or Insurer on medical or dental questions arising in the course of administering the ECB's medical and dental benefits plan.

Medical prescription

A medical prescription is a document containing the name and official details of the prescriber, the full name of the patient, the medical treatment (type and number of sessions) or the name of the medicine(s) being prescribed. It must be dated and signed by the medically qualified person or dental practitioner. The prescription will, by definition, pre-date the start of the treatment. In order to qualify for reimbursement the prescription must be dated no earlier than 6 months before the date of the first treatment or the purchase of the medicines and must not be issued prior to the start of insurance coverage under the ECB's medical and dental benefits plan.

Out-of-pocket expenses

A percentage of the eligible costs incurred which is payable by the Insured Trainee.

3.2. Basic Principle: Freedom of Choice

1. Insured Trainees shall have complete freedom as to the choice of the medically qualified person, dental practitioner, pharmacist, hospital and other competent persons or institutions. Insured Trainees shall not be obliged to consult a general practitioner in each case before seeking the advice or treatment of a specialist.
2. The Plan cover shall have a world-wide all risks basis.
3. Without prejudice to the above, the Administrator shall make available to the Insured Trainee a list of recommended medical service providers (hospitals, doctors, specialists, pharmacies, opticians etc.) with whom price and/or settlement arrangements have been negotiated.

3.3. Basic Reimbursement

1. The ECB medical benefits and dental plan shall cover reimbursement, of reasonable and customary expenditure in respect of medical and dental treatment, prescribed by medically qualified persons or dental practitioners, as the result of sickness, accident, pregnancy and confinement in accordance with the reimbursement rules and schedules of benefits, as specified in this Plan.
2. The limits provided for in the schedules of benefits shall apply to medical and dental expenses, regardless where they were incurred.

3. Medical and dental expenses incurred in Germany shall be accepted for reimbursement up to factor 2.3 of the applicable German medical and dental fee indices: Gebührenordnung für Ärzte (GOÄ) and Gebührenordnung für Zahnärzte (GoZ). Medical and dental expenses between factor 2.3 and 3.5 are taken into account only insofar as the medical service provider has provided a reasoned justification for exceeding factor 2.3. Medical and dental expenses exceeding factor 3.5 are not accepted for the basic reimbursement except in case the services are provided by a leading specialist and provided that prior written authorisation has been granted in accordance with chapter 3.4 below.
4. Expenses in respect of items not mentioned in the benefits schedules may be reimbursed at the rate of 80% after the approval of the Medical or Dental Officer of the Administrator. In case the Administrator considers that the request for reimbursement for non-mentioned expenses should be rejected, the Administrator shall transmit its considerations including its medical reasoning to the ECB's Medical Adviser for review. In case the ECB's Medical Adviser agrees with the Administrator, the latter shall notify the Insured Trainee of the rejection of reimbursement. In case the ECB's Medical Adviser disagrees with the Administrator, the Administrator shall follow the opinion of the ECB's Medical Adviser and grant the reimbursement. The Administrator shall inform the ECB bi-annually about corresponding decisions. Maximum limits may, however, be set in each case by the Administrator with the consent of the ECB's Medical Adviser and the Insurer. To agree on maximum limits for reimbursement for non-mentioned expenses, the Administrator shall provide the Insurer and the ECB's Medical Adviser, without disclosing the name of the Insured Trainees, with details of the item not mentioned in the benefits schedule, its expected costs and a reasoned proposal for a maximum reimbursement limit. Where the Insurer and the ECB's Medical Adviser agree to the proposal made by the Administrator, the Administrator shall implement this proposal and inform the ECB and Insured Trainee about the decision. In case the ECB's Medical Adviser disagrees with the proposal of the Administrator, the former shall propose a maximum reimbursement limit. On the basis of such proposal, the Insurer shall inform the ECB about the possible impact on the medical premium, if any. On the basis of this information, the ECB's Medical Adviser shall take a final and binding decision establishing the maximum reimbursement limit. In case of cost implications, these shall be implemented with the next adjustment of the medical premium.
5. Expenses in respect of medical or dental treatments considered medically non-functional, unnecessary or excessive by the Medical or Dental Officer of the Administrator and Insurer shall not be reimbursed. Any such decision shall be made with the consent of the ECB Medical Adviser.
6. The (portion of the) costs deemed excessive will be determined on a case-by-case basis by the Administrator after consulting its Medical Officer and the Insurer on the basis of a comparison of the costs charged for the medical services in the case at hand with reasonable and customary expenses charged for such medical services in the country of incurrence. The Administrator shall ensure that its Medical Officer determines the exact nature of the medical treatment in order to enable the Administrator to compare

the rates being charged for comparable treatments. The Administrator shall inform the Insured Trainee of its decision accordingly.

7. **Internet purchases**

Internet purchases for medical products may only be accepted for reimbursement in as far as the online provider has a registered and official/regular point of sale that is authorised to provide services and goods in the country of registration. Purchases via auction websites shall be excluded from reimbursement.

8. **Pro-rated reimbursement limits**

In case of commencement or cessation of insurance coverage in the course of a calendar year, the limits specified in the schedules of benefits concerning the number of treatments shall be pro-rated accordingly. The maximum limit for the reimbursement of dental expenses, as specified in Paragraph 5 of chapter 3.5.9, shall be pro-rated according to the actual membership of the Insured Trainee. This rule shall not result in reclaiming reimbursements.

$$\text{Pro - rated reimbursement limit} = \frac{\text{entitlement} * \text{actual membership (full months)}}{\text{duration of entitlement (full months)}}$$

3.4. Prior Authorisation

1. Where the Plan requires that the Insured Trainee seeks prior written authorisation before starting treatment in order to qualify for receiving reimbursement of the related medical or dental expenditure, any such request shall be sent by the Insured Trainee to the Administrator for review by the Medical or Dental Officer of the Administrator.
2. The Administrator may, where necessary, contact the prescribing medically qualified person and / or the Insured Trainee before deciding on a request for prior authorisation.
3. In case the Administrator considers that the request for prior authorisation should be rejected, the Administrator shall transmit its considerations including its medical reasoning to the ECB's Medical Adviser for review.
4. In case the ECB's Medical Adviser agrees with the Administrator, the latter shall notify the Insured Trainee of the rejection of prior authorisation. In case the ECB's Medical Adviser disagrees with the Administrator, the Administrator shall follow the opinion of the ECB's Medical Adviser and grant the prior authorisation.
5. The Administrator shall report any rejections of prior authorisation anonymously to the ECB for the purpose of monitoring the administration of the Plan.

3.5. Schedule of Benefits for Insured Members and Insured Dependants

Chapter not applicable to Insured Trainees

3.6. Schedule of Benefits for Medical and Dental Expenses Incurred by Accident at Work and Occupational Disease

This chapter shall apply to Insured Trainees.

3.6.1. Definitions

Accidents, accidents at work and occupational diseases shall be defined according to Article 6.3 of the Staff Rules.

3.6.2. Reimbursement rules

Reimbursement of reasonable and customary medical and dental expenses incurred as a result of an accident at work or an occupational disease shall be at the rate of 100% without the application of the maximum ceilings provided for in the schedule of benefits for Insured Trainees.

3.6.3. Business travel vaccinations

Vaccinations required by the Insured Trainee for business travels shall be reimbursed at the rate of 100%.

3.7. Schedule of Benefits for Insured Trainees

3.7.1. Notification of Incidents

Except in emergency cases, as of the moment when Insured Trainees become aware of an illness or an accident for which hospitalisation is required, they must notify the Administrator thereof without undue delay.

3.7.2. Doctor visits and home calls

1. Fees for the consultation of doctors shall be reimbursed at the rate of 85 %, subject to a maximum limit of:

Medical service provider	Type of Service	Maximum Reimbursement Limits
General practitioners and homeopaths	Visit to the doctor's consulting room	EUR 17.00
	Call at the patient's home	EUR 18.00
	Calls at night, on Sundays and on public holidays, emergency calls, as defined by local custom	EUR 29.00
Specialists	Visit to the doctor's consulting room	EUR 27.00
	Call at the patient's home	EUR 37.00
	Calls at night, on Sundays and on public holidays, emergency calls, as defined by local custom	EUR 39.00
	Psychological examination carried out as part of medical treatment	EUR 100.00

2. Charges by a medical service provider for medical examinations during consultations shall be reimbursed at the rate of 85%.
3. If a medical service provider charges an all-inclusive price for a consultation, the maximum reimbursement limits as provided above shall be doubled.
4. Fees for visits to leading specialists shall be reimbursed at the rate of 85%, up to a maximum reimbursement limit of three times the reimbursement limits for specialists set out above, provided prior authorisation, as provided for in chapter 3.4 of this Plan, has been granted.
5. The fee for the first emergency home call made to a leading specialist shall be reimbursed at the rate of 85%. Fees for subsequent calls shall be reimbursed at the rate of 85%, subject to a maximum limit three times the limit set for home calls by specialists, provided prior authorisation, as provided for in chapter 3.4 of this Plan, has been granted.

3.7.3. Out-patient surgical operations and day cases

1. Surgeon's fees

- (a) Fees charged by surgeons or attending physicians regarding the surgical operation shall be reimbursed at the rate of 100%, subject to the following maximums for each category of surgical operation:

Category	Maximum Reimbursement
AA	EUR 283.00
AB	EUR 565.00
B	EUR 649.00
C	EUR 1,875.00
D	EUR 2,457.00

- (b) The above limits for reimbursement shall be adapted for the following countries by the below equality coefficients:

	I	F	DK	GB	EI	GR	E	A/S/SU
Surgical operations - cat. AA	102.00	100.00	114.00	223.00	102.00	107.00	111.00	150.00
Surgical operations - cat. AB	107.00	100.00	114.00	124.00	102.00	101.00	110.00	150.00
Surgical operations - cat. B	223.00	177.00	114.00	100.00	102.00	100.00	110.00	150.00
Surgical operations - cat. C	253.00	113.00	114.00	105.00	102.00	100.00	110.00	150.00
Surgical operations - cat. D	125.45	102.73	103.64	111.82	100.00	100.00	100.00	136.36

- (c) Chapter 3.7.5 contains a classified list of surgical operations. Any surgical operation not mentioned in this list shall be treated in the same way as operations listed which, in the opinion of the Medical Officer of the Administrator after having sought the consent of the ECB's Medical Adviser, are of a comparable nature. The Administrator will provide the ECB and the Insurer at the end of each calendar year with an updated list of surgical operations. In case of multiple surgical operations, the Administrator shall consider reimbursements on a case by case basis and whether the case would qualify as major surgical operation as provided for in Article 3 of this chapter.

2. Costs of diagnosis, treatment and use of operating theatre

The expenses incurred for anaesthesia, the use of the operating theatre or plaster room, dressings and other expenses in respect of any general care pertaining to surgical operations in any category shall be reimbursed at the rate of 100%.

3. Major surgical operations

In the case of a major surgical operation, all expenses shall be reimbursed at the rate of 100%. Save in emergency cases, major surgical operations shall require prior approval by the Administrator.

4. Plastic surgery

Plastic surgery relating to an accident or illness shall be subject to prior authorisation, as provided for in chapter 3.4 of this Plan. Plastic surgery which is considered to be purely of a cosmetic nature is excluded from reimbursement

3.7.4. In hospital surgical operations and medical treatments

1. Definition

This chapter applies to medical treatments and surgical operations, which require at least one overnight stay in a hospital or clinic and/or convalescent establishment as well as to scheduled surgery requiring the use of a conventional operating room, performed on an in-and-out same day basis without an overnight stay.

2. Accommodation Costs

- (a) The costs of a stay in a hospital in a two-bed room (semi-private accommodation) shall be reimbursed at the rate of 100% up to a maximum amount of EUR 86 per day.
- (b) The costs of a stay in a hospital in a one-bed room (private accommodation) shall be reimbursed at the rate of 80% up to a maximum amount of EUR 86 per day.
- (c) If a hospital does not offer semi-private accommodation, the cost of a stay in a one-bed room shall be reimbursed at the rate of 100%.up to a maximum amount of EUR 86 per day.
- (d) The cost of a stay shall comprise the costs of board and medical service, plus taxes.

3. Surgeon's fees

- (a) Fees directly charged by surgeons or attending physicians, including optional services (Wahlleistungen) regarding the performance of the surgical operation shall be reimbursed at the rate of 100%, subject to the following maximums for each category of surgical operation:

Category	Maximum Reimbursement
AA	EUR 424.50
AB	EUR 847.50
B	EUR 973.50
C	EUR 2,812.50
D	EUR 3,685.50

- (b) The above limits for reimbursement shall be adapted for the following countries by the below equality coefficients:

	I	F	DK	GB	EI	GR	E	A/S/SU
Surgical operations - cat. AA	102.00	100.00	114.00	223.00	102.00	107.00	111.00	175.00

Surgical operations - cat. AB	107.00	100.00	114.00	124.00	102.00	101.00	110.00	175.00
Surgical operations - cat. B	223.00	177.00	114.00	100.00	102.00	100.00	110.00	175.00
Surgical operations - cat. C	253.00	113.00	114.00	105.00	102.00	100.00	110.00	175.00
Surgical operations - cat. D	125.45	102.73	103.64	111.82	100.00	100.00	100.00	159.09

(c) Chapter 3.5.7 contains a classified list of surgical operations. Any surgical operation not mentioned in this list shall be treated in the same way as operations listed which, in the opinion of the Medical Officer of the Administrator after having sought the consent of the ECB's Medical Adviser, are of a comparable nature. The Administrator shall provide the ECB and the Insurer at the end of each calendar year with an updated list of surgical operations. In case of multiple surgical operations, the Administrator shall consider reimbursements on a case by case basis and whether the case would qualify as major surgical operation as provided for in Article 4 of this chapter.

(d) These ceilings shall no apply to reimbursements made under Articles 4, 6, 7 and 9 of this Chapter.

4. **Major surgical operation**

In the case of a major surgical operation, all expenses shall be reimbursed at the rate of 100%. Save in emergency cases, major surgical operations shall require prior approval by the Administrator.

5. **Plastic surgery**

Plastic surgery relating to an accident or illness shall be subject to prior authorisation, as provided for in chapter 3.4 of this Plan. Plastic surgery which is considered to be purely of a cosmetic nature shall be excluded from reimbursement

6. **Costs of diagnosis, treatment and use of operating theatre**

The expenses incurred for anaesthesia, the use of the operating theatre, plaster room, dressings and other expenses in respect of any general care pertaining to the surgical operation, medical fees for visits and calls, laboratory analysis and tests, X-rays, medications and other diagnostic or therapeutic services shall be separately reimbursed at the rate of 100%. If a hospital charges a fixed surgery cost known as "all-inclusive price", it shall be reimbursed at the rate of 100%.

7. **All-inclusive prices in hospitals**

If at a hospital an all-inclusive price for a day in hospital comprises the cost of the stay as defined in the present chapter, Article 2, and all or part of the expenses listed in the present chapter, Articles 3, 4 and 6, reimbursement shall be at the rate of 100%.

8. **Cost of stay for person accompanying insured person**

Where, in view of his/her age and the nature of his/her illness, an Insured Trainee requires special family assistance and is accompanied in hospital on the medically qualified person's prescription by a member of their family, the cost of the latter's stay shall be, by way of exception and on prior authorisation, as provided for in chapter 3.4 of

this Plan, be reimbursed at the rate of 85%, subject to a maximum limit of EUR EUR 38,00 for Insured Trainees per day. No prescription and prior authorisation is required for special family assistance to Insured Dependants below age 12.

9. Pre/post operative treatment

Any pre/post operative treatment or test linked to an in-hospital surgical operation conducted in ambulatory care immediately preceding or following an operation shall be reimbursed at the rate of 100%, if the treatment or test is performed by medical service providers in or employed by the hospital or in case these treatments are labelled as pre- or post surgery on the invoice.

3.7.5. Classified list of surgical operations (by category)

3.7.5.1. CATEGORY AA

AA.1. Surgery

1. Incision of superficial abscess, furuncle (boil) or subcutaneous paronychia (whitlow)
2. Incision of several abscesses or furuncles
3. Incision with drainage of an osseous paronychia or the surrounding tissues
4. Incision of a deep abscess
5. Incision of an abscess in the pouch of Douglas
6. Incision of a purulent inflammation of soft parts or excision (removal) of a carbuncle
7. Removal of a palpable superficial foreign body lying under the skin or under a mucous membrane
8. Excision of a small tumour situated in or under the skin or a mucous membrane or biopsy of such a superficially situated tumour (e.g. in lips, skin, mucous membrane)
9. Excision of a large tumour (e.g. ganglion, neuroma, lymph gland, aponeurotic tumour) without opening a cavity
10. Treatment by means of injections to correct varicose veins or haemorrhoids; ligature of haemorrhoids
11. Surgical operation on a joint of the fingers, carpus (wrist), toes or tarsus (ankles)
12. Osteotomy of a small bone or trephine biopsy of a bone
13. Taking of a bone graft
14. Setting of a fracture of the nose
15. Setting of a fracture of a face bone
16. Setting of a fracture of the clavicle (collar bone)
17. Setting of a fracture of the scapula (shoulderblade) or sternum (breast bone)
18. Setting of a fracture of the upper arm
19. Setting of a fracture of the forearm
20. Setting of a simple fracture of the pelvis
21. Setting of a fracture of a finger, toe, metacarpus, metatarsus, carpus (wrist) or tarsus (ankle)
22. Setting of a fracture of the patella (kneecap)
23. Setting of a fracture of the lower leg (tibia and/or fibula)

24. Removal of the material for pinning and/or ringing a bone
25. Reduction of a dislocation of the lower jaw
26. Reduction of a dislocation of the clavicle (collar bone) or the patella (knee-cap)
27. Reduction of a dislocation of the elbow or the knee
28. Reduction of a dislocation of the thumb
29. Reduction of a dislocation of a finger or toe
30. Disarticulation of a finger or toe
31. Partial or total amputation of a finger or toe
32. Amputation of a metacarpal or metatarsal
33. Tracheotomy
34. Correction or attempted correction of a strangulated hernia
35. Operation for an anal or rectal fissure
36. Operation for a rectal fistula
37. Correction of a rectal prolapse
38. Removal via the anus of a foreign body from the rectum
39. Operation for phimosis
40. Dilatation of the urethra
41. Operation for a urethral polyp
42. Bloodless extraction of a foreign body from the urethra
43. Puncture of the bladder
44. Vasectomy

AA.2. Ophthalmology

1. Removal of a foreign body from the conjunctiva, the cornea or the sclera
2. Removal of a tumour from an eyelid, the conjunctiva or the sclera
3. Enucleation of a chalazion
4. Opening of a lachrymal canal
5. Treatment for stenosis of a lachrymal canal
6. Operation for inflammation of the lachrymal sac
7. Removal of a lachrymal sac
8. Operation on a lachrymal gland
9. Operation for a strictured or enlarged palpebral fissure
10. Operation for an ectropion or an entropion
11. Laser treatment

AA.3. Otorhinolaryngology (ear, nose and throat operations)

1. Removal of a foreign body
2. Simple removal of easily operated polyps or other nasal tumours
3. Opening of a maxillary sinus
4. Adenoidectomy
5. Bloodless extraction of a foreign body from the larynx
6. Bloodless removal of a polyp or other tumour from the larynx
7. Laryngeal biopsy
8. Operation of the external auditory canal
9. Extraction of foreign body from the external auditory canal or from the middle ear

10. Removal of a polyp or other tumour from the external auditory canal or from the middle ear
11. Trans-tympanic drain

AA.4. Gynaecology

1. Correction of a retroverted uterus
2. Removal of a polyp from the cervix uteri
3. Biopsy of the cervix uteri
4. Operation for a partial perineal rupture
5. Surgical operation on the external female genital organs (e.g. removal of a vaginal cyst or a Bartholin's gland)

3.7.5.2. CATEGORY AB

AB.1. Surgery

1. Sanguineous removal of an embedded foreign body from the soft parts or from a bone
2. Tongue biopsy in deep tissues (adipose tissue, fascia and muscle) or in organs without opening a cavity
3. Simple skin grafting or simple flap grafting
4. Reduction of a dislocation of a hand or foot
5. Operation for a simple harelip
6. Wedge-shaped excision at the tongue
7. Operation for a salivary fistula or operative removal of a salivary calculus
8. Operation for rectal fistula
9. Operation for a coccygeal polyps
10. Resection of the coccyx
11. Incision of a perinephretic abscess
12. Operation for a urethral fistula
13. Bloodless surgical operation on the bladder (e.g. to remove a foreign body or a small tumour)
14. Removal of osteo-synthesis material
15. Varicocele, hydrocele
16. Epididymectomy
17. Operation for cryptorchidism or ectopia testis
18. Simple laparoscopy
19. Operation for a breast tumour
20. Chemical nucleolysis of prolapsed intervertebral disc
21. Operation on the carpal tunnel

AB.2. Ophtalmology

1. Plastic surgery on an eyelid partially adhering to the eyeball
2. Operation for a pterygium
3. Suture of a lesion of the cornea or the sclera
4. Iridotomy
5. Treatment for a prolapse of the iris or the ciliary body

6. Aspiration of a vitreous body

AB.3. Otorhinolaryngology (ear, nose and throat operations)

1. Tonsillectomy
2. Plastic surgery by a flap method to close a retroauricular fistula or a fistula of the maxillary sinus
3. Plastic surgery on the outer ear

AB.4. Gynaecology

1. Curettage of the uterus
2. Uterotubal insufflation and/or injection of contrast media of hysterosalpingography
3. Plastic surgery on the cervix uteri
4. Amputation of the cervix uteri
5. Amniocentesis

3.7.5.3. CATEGORY B

B.1. Surgery

1. Difficult skin graft or difficult graft by a flap method
2. Bone graft
3. Operation for an aneurysm
4. Arterial embolectomy
5. Lumbar sympathectomy
6. Thoracic sympathectomy
7. Radial surgery for Dupuytren's contracture
8. Resection of a maxillary joint or a joint of the hand or foot
9. Arthroplasty or a maxillary joint or a joint of the hand or foot
10. Surgical operation on a maxillary joint
11. Removal of a foreign body from a shoulder, elbow or knee joint
12. Meniscectomy
13. Operation for habitual dislocation of the shoulder or knee
14. Osteotomy of a small bone with implantation of a tendon
15. Reduction of vertebral fracture
16. Open reduction of a fractured clavicle (collar bone)
17. Reduction of a fractured femur
18. Reduction and ringing of a fractured patella (kneecap)
19. Open reduction of a fracture of the upper arm, forearm or the lower leg (tibia and/or fibula)
20. Open reduction of a wrist or ankle fracture
21. Operation for pseudarthrosis
22. Operation for the resetting of a wrongly knit fracture
23. Reduction of a hip dislocation
24. Reduction of a vertebral dislocation
25. Disarticulation of the upper arm
26. Disarticulation of the thigh

27. Disarticulation of the forearm or the lower leg (tibia and/or fibula)
28. Disarticulation of the hand or foot
29. Simple amputation of the upper arm
30. Simple amputation at the thigh
31. Simple amputation at the forearm or the lower leg (tibia and/or fibula)
32. Reduction of a fracture of both bones of the forearm
33. Simple amputation through a metacarpal or metatarsal
34. Opening of the cranium with puncture of the brain
35. Reconstruction of the nose
36. Operation on a complicated harelip
37. Partial resection of the tongue
38. Laryngotomy
39. Partial resection of the larynx
40. Simple mastectomy
41. Exploratory laparotomy or laparoscopy with intervention
42. Appendectomy
43. Opening of an abscess in the abdominal cavity
44. Opening of a subphrenic abscess
45. Operation for an inguinal or femoral hernia
46. Operation for a simple umbilical hernia or a linea alba hernia
47. Eventration operation
48. Opening of a stenosis of the rectum
49. Operation for a prolapse of the rectum by opening of the abdominal cavity
50. Operation for incompetence of the anal sphincter by means of myoplasty
51. Electroresection of the prostate or neck of the bladder (endoscopic prostatectomy)
52. Exploratory lombotomy
53. Decapsulation of a kidney
54. Nephrostomy
55. Renal drainage
56. Nephropexy
57. Suprapubic opening of the bladder
58. Operation for an injury to the bladder
59. Opening of the ischiorectal fossa
60. Sanguineous extraction of a foreign body from the urethra
61. Perineal urethrostomy
62. Suture of the urethra
63. Plastic surgery on the urethra
64. Lithotripsy and evacuation of a vesical calculus under visual control per treatment
65. Endovesical removal of a large tumour of the bladder per treatment
66. Partial cystectomy
67. Extraction of a urethral calculus by lasso catheter
68. Implantation of an artificial cardiac pacemaker
69. Nerve suture
70. Operation for a rectal prolapse
71. Operation for haemorrhoids
72. Sanguineous removal of varicose veins

73. Operations listed in category A, if they are combined or complicated

B.2. Ophtalmology

1. Removal of a foreign body from the eye socket
2. Removal of a tumour from the eye socket
3. Removal of a tumour from the cornea
4. Toti's lachrymal sac operation
5. Operation for the correction of ptosis (drooping of the upper eyelid)
6. Plastic surgery on a partially conserved eyelid
7. Plastic surgery on an eyelid completely adhering to the eyeball
8. Operation on the muscles of the eyeball to correct a squint
9. Plastic surgery on the cornea
10. Operation for a corneal abnormality
11. Operation for disease or injury of the crystalline lens
12. Cyclodialysis, iridectomy or fenestration or operation for glaucoma
13. Operation to prevent detachment of the retina
14. Enucleation of the eyeball
15. Excision of the optic nerve
16. Operations listed in category A, if they are combined or complicated.

B.3. Otorhinolaryngology (ear, nose and throat operations)

1. Endonasal resection of an osseous choanal obstruction
2. Endonasal trephination or excavation of nasal sinus
3. Radical operation on a maxillary or frontal sinus
4. Removal of a nasopharyngeal fibroma
5. West's endonasal operation on a lachrymal sac
6. Bronchoscopy or oesophagoscopy with extraction of a foreign body from the trachea or its ramifications, or from the oesophagus
7. Trephining of the mastoid
8. Operation for a tumour of the middle ear
9. Tympanoplasty
10. Submucous resection of the nasal septum
11. Operations listed in category A, if they are combined or complicated

B.4. Gynaecology

1. Hysteropexy
2. Operation for complete rupture of the perineum
3. Colporrhaphy, with or without perineorrhaphy
4. Operation for genital prolapse
5. Vaginal removal of a uterine fibroma
6. Vaginal or abdominal myomectomy
7. Removal of part of the adnexa
8. Operation for incontinence of urine in women
9. Caesarean
10. Difficult confinement (vacuum extractor or forceps)
11. Operations listed in category A, if they are combined or complicated

3.7.5.4. CATEGORY C

C.1. Surgery

1. Operation for an arterial abnormality
2. Resection of a shoulder, elbow, knee or hip joint
3. Arthroplasty of a shoulder, elbow or knee joint
4. Arthroplasty of the acetabulum
5. Surgical operation on a hip joint
6. Repair of the knee ligaments
7. Operation for a fracture of the neck of the femur
8. Amputation of the shoulder girdle through the joint
9. Operation for fractured skull
10. Unilateral or total resection of a jawbone
11. Plastic surgery on the soft palate
12. Complete resection of the tongue
13. Removal of a salivary gland
14. Plastic surgery on the larynx with displacement of the vocal cords
15. Partial or total thyroidectomy
16. Mastectomy with excavation of the auxiliary glands
17. Opening Of the pericardium without heart operation
18. Gastrectomy
19. Surgical operation on the gall-bladder or the bile ducts
20. Surgical operation on an organ of the abdominal cavity by laparotomy (e.g. gastroenterostomy, intestinal anastomosis, removal of part of the intestines, removal of the tail of the pancreas, splenectomy)
21. Operation for a strangulated hernia with removal of a part of the intestines
22. Operation for a large or complicated umbilical or linea alba hernia
23. Eventration operation with plastic surgery
24. Removal via the anus of the rectum
25. Surgical operation on the ureter
26. Operation for a diaphragmatic hernia
27. Removal of the prostate and the seminal viscles by the abdominal route
28. Opening of the pelvis of the kidney and removal of calculi
29. Nephrectomy
30. Resection of a pole of a kidney or section of the isthmus of a "horseshoe" kidney
31. Plastic surgery on the pelvis of a kidney
32. Partial resection of the bladder with transplantation of a ureter
33. Plastic surgery for incontinence of urine
34. Operation for a slipped disc
35. Transluminal dilatation of the coronary or other arteries
36. Destruction of urinary calculi (lithotripsy) by means of extracorporeal shock waves
37. Operations listed in category B, if they are combined or complicated

C.2. Ophtalmology

1. Plastic surgery for a completely destroyed eyelid
2. Corneal graft
3. Cataract operation
4. Operation for displacement of the crystalline lens
5. Operation for detachment of the retina
6. Coagulation or photocoagulation of a tumor of the retina or the choroid
7. Reconstruction of the lachrymal duct
8. Operations listed in category B, if they are combined or complicated

C.3. Otorhinolaryngology (ear, nose and throat operations)

1. Radical operation on several sinuses on the same side
2. Petromastoid excavation
3. Fenestration or operation on the auditory ossicles of the middle ear
4. Operations listed in category B, if they are combined or complicated

C.4. Gynaecology

1. Total hysterectomy with or without removal of uterine adnexa
2. Removal of the uterine adnexa
3. Vaginal or abdominal total or subtotal hysterectomy without removal of the ovaries or Fallopian tubes
4. Operations listed in category B, if they are combined or complicated

3.7.5.5. CATEGORY D

D.1. Surgery

1. Total prosthesis of the hip
2. Opening of the skull with surgical operation on the central nervous system
3. Removal of a tumour of the spinal canal
4. Surgical operation on the spinal cord
5. Unilateral resection of the jawbone and excavation of the lymphatic ducts
6. Opening of the pericardium with surgical operation on the heart, including bypass, heart transplant
7. Pericardectomy
8. Surgical operation on the great vessels of the thorax
9. Removal of a mediastinal tumour
10. Endothoracic operation on the oesophagus
11. Resection of the head of the pancreas or removal of the pancreas
12. Gastrectomy and partial removal of an adjacent organ
13. Portocaval shunt or similar operation
14. Abdominoperineal removal of the rectum
15. Pneumonectomy
16. Total laryngectomy
17. Surgical operation on the liver
18. Operations listed in category C, if they are combined or complicated

D.2. Ophthalmology

1. Operations listed in category C, if they are combined or complicated

D.3. Otorhinolaryngology (ear, nose and throat operations)

1. Petromastoid excavation and opening of the neurocranium
2. Trepining of the sella turcica
3. Operations listed in category C, if they are combined or complicated

D.4. Gynaecology

1. Operation for a vesicovaginal or rectovaginal fistula
2. Plastic surgery for total absence of the vagina
3. Operations listed in category C, if they are combined or complicated

3.7.6. Serious Illnesses

1. In case of 'serious illnesses' as defined below and other illnesses which meet the criteria as stipulated in this chapter, medical expenses shall be reimbursed at the rate of 100%.

The following illnesses shall be regarded as 'serious' :

- invalidating cerebrovascular accident;
- aplastic crisis;
- chronic and progressive (including coronary) arteriopathy with clinical ischemic manifestations;
- complicated bilharziasis;
- badly tolerated congenital cardiopathy, severe cardiac insufficiency and severe valvulopathy;
- decompensated cirrhosis of the liver;
- serious primitive immuno-deficiency requiring prolonged treatment and serious acquired immuno-deficiency (acquired immuno-deficiency syndrome);
- insulin-dependent or non-insulin-dependent diabetes that cannot be balanced by diet alone;
- severe neuro-muscular affection (such as myopathy);
- homozygous hemoglobinopathy;
- hemophilia;
- severe arterial hypertension;
- infarct of myocardium (occurring within last 6 months);
- chronic severe respiratory insufficiency;
- leprosy;
- Parkinson's disease;
- hereditary metabolic diseases requiring prolonged special treatment;
- cystic fibrosis;
- chronic severe nephropathy and pure primitive nephrotic syndrome;
- paraplegia;
- periarteritis nodosa, disseminated lupus erythematosus, progressive systemic scleroderma;
- severe progressive rheumatoid arthritis;

- psychosis, severe personality disorder, mental retardation;
 - ulcerative colitis and progressive Crohn's disease;
 - invalidating multiple sclerosis;
 - progressive structural scoliosis (of which the angle equals or exceeds 25 degrees up to rachitic maturation);
 - severe ankylosing spondylitis;
 - consequences of organ transplant;
 - active tuberculosis;
 - Neuromyelitis optica
 - malignant tumor, malignant affection of the lymphatic or hematopoietic tissue
 - amyotrophic lateral sclerosis
2. The above list shall not exhaustive and may be extended by the Administrator with the consent of the ECB's Medical Adviser to any illness of comparable seriousness. In order to determine whether an illness is comparably serious, the following criteria shall be applied taking into account the affections associated simultaneously though with variable degrees:
- unfavourable vital forecast; or
 - chronic evolution; or
 - need for heavy diagnostic and or therapeutic measures; or
 - presence or risk of serious handicap
- taking into account also
- the age,
 - the care needs and
 - the continuum which generally exists between mild and severe forms of a same disorder.
3. The Administrator shall provide the ECB and the Insurer at the end of each calendar year with an updated list of serious medical conditions.
4. However, the reimbursement for the following treatments shall not exceed an amount equal to twice the maximum amount provided under the Basic Reimbursement, as provided for in chapter 3.3 of this Plan:
- convalescence cures (chapter 3.7.17, Article 1 (a));
 - hearing aids (chapter 3.7.18);
 - orthopaedic appliances, bandages and other prostheses (chapter 3.7.19);
 - psychotherapy, psychoanalysis, speech therapy, graphomotor therapy, psychomotor therapy (chapter 3.7.15).
5. The reimbursement for the following benefits or treatments may not exceed the maximum amounts provided under the Basic Reimbursement, as provided for in chapter 3.3 of this Plan:
- family assistance in case of hospitalization (chapter 3.7.4, Article 8 Cost of stay for person accompanying insured person);
 - pregnancy, confinements and abortion (chapter 3.7.11, chapter 3.7.12 and chapter 3.7.14);

- treatment by medical auxiliaries and nursing (chapter 3.7.16);
- spectacle frames (chapter 3.7.20.2).

3.7.7. Prevention and early detection screening programmes

1. Expenses for early detection screening tests shall be reimbursed at the rate of 100%. This rate shall also include expenses for cancer tests including medical examinations when they are part of such tests, provided that they are labelled as such on the invoice or on the claims form.
2. The number of gynaecological visits reimbursable at the rate of 100% is limited to one per half-year.
3. One dental control visit and one professional teeth cleaning shall be reimbursable at the rate of 100% per half-year..
4. All vaccinations shall be reimbursed at the rate of 100%, except vaccinations necessitated by private travel outside of Europe.

3.7.8. Pharmaceutical, homeopathic and phytotherapeutic products

1. Medication

- (a) Medication prescribed by a medically qualified person, dental practitioner, midwife or homeopath that is generally recognised by conventional medicine shall be reimbursed at the rate of 85%. In addition, medication that has proven to be equally effective in practice, or that is used because conventional medical methods or medication are not available, shall also be reimbursed; however, the Administrator may limit reimbursement to the cost that would have been incurred if available conventional medical methods or medication had been used.

- (b) Routine prescribed contraception shall be reimbursed at the rate of 85%.

2. Items excluded from coverage

Mineral waters, tonic wines and beverages, infant foods, haircare products, cosmetics, special diet foods, anti-aging products, sexual performance products, hygiene products, irrigators, thermometers, tisanes, aromatherapeutic products and similar products and instruments shall not be considered as medication and are therefore excluded from reimbursement. The following exceptions shall apply:

3. Vitamins

- (a) Vitamins shall be reimburseable only in case of a proven, documented vitamin deficiency and the supplementation of vitamins is considered curative. The deficiency shall be considered as proven in the following (non-exclusive) cases:
 - (1) if the Insured Trainee suffers from a vitamin deficiency disease (e.g. pellagra);

(2) if the Insured Trainee suffers from another medical condition (e.g. Crohn's disease, cancer, anaemia, etc) and the vitamin deficiency is confirmed by blood test results.

(b) In addition to the above, the following vitamins shall always be accepted for reimbursement for certain groups of Insured Trainees:

- Vitamin B9 or folic acid for pregnant women
- Vitamin K for infants
- Vitamin C for persons that need to take iron supplements because of a medical condition

4. Food supplements

(a) Food supplements, i.e. concentrated sources of nutrients or other substances with a nutritional or physiological effect, are reimburseable in the following cases:

- Cancer
- Acute Crohn's disease
- Renal insufficiency
- Serious (inherited/congenital) metabolic disorders
- Serious cases of anemia

(b) Further exceptions may apply, as the above list is not exhaustive and reimbursements shall be extended to any illness of comparable seriousness. In that case, the Administrator shall consult the ECB's Medical Adviser to seek his/her opinion and issue a medical opinion on a case to case basis.

3.7.9. Dental Benefits

The benefits for the Insured Trainee with respect to dental treatment, dental prosthesis and orthodontic treatment shall be as follows:

(a) Dental treatment (extractions, fillings, maxillary or gum treatment and acute dental care) shall be reimbursed at the rate of 80%.

Costs for periodontal treatment shall be reimbursed at the rate of 80% up to the maximum amount of 298 EUR per half-year provided that the Insured Trainee has obtained prior authorisation, as provided for in chapter 3.4 of this Plan, for such treatment, on the basis of a cost estimate prepared by the dental practitioner.

(b) Dental prosthesis shall be reimbursed at the rate of 80% on the basis of the following table, provided that the Insured Trainee has obtained prior authorisation, as provided for in chapter 3.4 of this Plan, for such treatment, on the basis of a cost estimate prepared by the dental practitioner.

Fixed prosthesis :

- Gold crown, resin jacket	268.00 EUR
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- Resin bridge tooth element	245.00 EUR
- Gold inlay, cast dummy	245.00 EUR
- Pivot crown	208.00 EUR
- Veneer or Richmond crown or ceramic-metallic crown, ceramic-metallic bridge device	369.00 EUR
- Gold and porcelain bridge tooth element	268.00 EUR
- Spring attachment	268.00 EUR
- Hinge	97.00 EUR

Removable prosthesis :

- Full set of dentures, upper or lower (14 teeth, resin plate)	675.00 EUR
- Partial set of dentures with resin plate	
- base plate	150.00 EUR
- per tooth	47.00 EUR
- per clasp	34.00 EUR
- Supplement per metal plate (stainless steel) (upper or lower)	127.00 EUR
- Supplement for suction system (Lausap, Fixomatic, Vacuum, Matic, ...)	127.00 EUR
- Metal prosthesis (chrome cobalt)	
- plate and clasp	312.00 EUR
- per tooth	105.00 EUR

Repairs :

shall be reimbursed at the rate of 80% on the basis of the following table :

- Repair to the resin base	60.00 EUR
- Addition of a tooth or clasp on resin base	68.00 EUR
- Rebasing (upper or lower)	
40% of cost of the full set of dentures, with a max. of	268.00 EUR
- Remounting (upper or lower)	
75% of cost of the full set of dentures, with a max. of	506.00 EUR

(c) Subject to the conditions laid down in the above scale, the cost of temporary prostheses shall be reimbursed to a maximum of 50% of the limit set for the same permanent prosthesis made of resin.

Costs of repairs, rebasing, remounting and renewals of prostheses which have already been reimbursed, can only be reimbursed after prior authorisation, as provided for in chapter 3.4 of this Plan, except for the repairs necessitated due to a duly established emergency.

- (d) If the costs of impressions and fittings are separately invoiced, they shall be reimbursed at the rate of 80%.

3.7.10. Radiology, analyses, laboratory tests and other forms of diagnosis

Expenses for radiology, analyses, laboratory tests and other forms of diagnosis shall be reimbursed at the rate of 85% for the initial tests, including administrative costs e.g. postage or forwarding costs. If, as a result of these tests, the specialist controlling the treatment considers further tests necessary, then these shall be considered to be 'early detection screening tests' (chapter 3.7.7, Article 1) and shall be reimbursed at the rate of 100%.

3.7.11. Pregnancy

1. Pregnancy is deemed to be the period between fertilisation and confinement.
2. Medical consultation and all other antenatal examinations, treatment and monitoring relating to pregnancy carried out by doctors, midwives and/or other healthcare practitioners shall be reimbursed in accordance with the provisions laid down for each of these services.
3. Charges for the availability of practitioners or midwives (telephone or other) during the period of pregnancy shall be reimbursed at the rate of 85% in case of risk pregnancies. In case of home confinements, these costs shall be reimbursable for a period of 4 weeks prior to and 4 weeks after the expected date of confinement.
4. Costs incurred for assistance by third persons for the performance of regular household activities in the household of the pregnant shall be excluded from the basic and additional reimbursement.
5. Pre- and post-natal physiotherapy sessions, group sessions in preparation for confinement, carried out by a physiotherapist or midwife, on medical prescription, shall be reimbursable according to the conditions of physiotherapy, kinesitherapy and similar treatments, as described in chapter 3.7.15. Childbirth preparation courses shall be reimbursable at 80% of the costs for the female Insured only.
6. The costs of haptonomy sessions and swimming pool charges shall be excluded from reimbursement.
7. The costs with regard to amniocenteses shall be reimbursable up to a maximum amount of EUR 565.00. Lab tests and ultrasound scans shall be reimbursed at the rate of 85%. However, 4D ultrasound scans shall be excluded from reimbursement.

3.7.12. Confinement and post-natal care

3.7.12.1. In hospital

1. In the cases of routine confinements, the fees for the qualified physician and/or midwife shall be reimbursed at the rate of 100%, subject to a maximum limit of EUR 665.00.
2. The fees for a labour room, anaesthesia, a physiotherapist and all other expenses relating to services directly connected with the confinement shall be reimbursed separately at the rate of 100%.
3. In case of a twin birth, the maximum reimbursement shall be increased to EUR 997.50.
4. The above limits for reimbursement shall be adapted for the following countries by the below equality coefficients:

	I	F	DK	GB	EI	GR	E	A/S/SU
Routine confinement	165.00	118.00	114.00	134.00	102.00	102.00	110.00	150.00
Twin birth	165.00	118.00	114.00	134.00	102.00	102.00	110.00	150.00

5. In the case of medical complications during pregnancy and confinement requiring special obstetrical treatment, surgical operation or prolonged stay in hospital for post-partum ailments, all costs shall be reimbursed at the rate of 100%. The following conditions shall be regarded as such medical complication :
 - puerperial fever
 - obstetrical pulmonary embolism
 - pre-eclampsia / eclampsia or toxemia
 - retained placenta or membranes
 - pre-term labor
 - C-section
 - placenta previa
 - fetal distress
 - ectopic pregnancy
 - hydatidiform mole
 - post partum haemorrhage
 - miscarriage
 - death in utero
6. The above list is not exhaustive and shall be extended by the Administrator to any comparable condition.
7. For all confinements, the cost of the stay in hospital shall be reimbursed as provided for in chapter 3.7.4 with a maximum reimbursement amount of up to 113.00 EUR per day. For a normal confinement, the maximum stay is 10 days, if there are no complications.

8. Post-natal midwife care (incl. reimbursement of travel costs unless these expenses are already covered under paragraph 3 of chapter 3.7.11) after the hospital stay shall be reimbursed at the rate of 85% with a maximum limit of 10 visits.

3.7.12.2. At Home confinement

1. For home confinements the following shall be reimbursed at the rate of 100% during the first ten days after confinement including the day of confinement:
 - the fees of the doctor and/or midwife relating to the confinement;
 - the costs of the nurse and other medical auxiliaries;
 - all other medical expenses directly connected with the confinement.
 - related travel costs, unless these expenses are already covered under paragraph 3 of chapter 3.7.11.
2. Thereafter, the above expenses and post-natal midwife care shall be reimbursed at the rate of 85% with a maximum limit of 10 visits. Where complications arise, the period for which reimbursement is made at the rate of 100% shall be extended subject to prior approval of the Medical Officer of the Administrator after his consultation of the ECB's Medical Adviser.
3. Where the home confinement could not be performed for medical reasons, availability charges shall be reimbursed equal to cases of home confinements.

3.7.12.3. At birthing centre

1. If the confinement takes place at a "birthing centre" or at a non-hospital centre approved by the competent health authorities,
 - the fees for the confinement shall be reimbursed on the same conditions as a confinement in hospital;
 - additional costs relating to follow-up and accommodation shall be reimbursed for a maximum of 24 hours after the confinement.
2. Expenses following the confinement for services provided at home by midwives, nurses and medical auxiliaries (incl. reimbursement of travel costs unless these expenses are already covered under paragraph 3 of chapter 3.7.11) shall be reimbursed at the rate of 100% for a maximum of ten days after confinement including the day of confinement. Thereafter, post-natal midwife care shall be reimbursed at the rate of 85% with a maximum limit of 10 visits.
3. Where complications arise, the period for which reimbursement is made at the rate of 100% shall be extended subject to prior approval of the Medical Officer of the Administrator after his consultation of the ECB's Medical Adviser.

3.7.13. Fertility treatment

The reimbursement of fertility treatments is excluded from reimbursement.

3.7.14. Abortion

The expenses for abortus provocatus shall be reimbursable according to the category of expenses involved as specified in the list of surgical operations (chapter 3.7.5) and provided that the abortion is performed in compliance with the applicable legal provision in the respective country of treatment.

3.7.15. Physiotherapy, kinesitherapy and similar treatments

1. The cost of treatments listed below and which are prescribed by a medically qualified person or dental practitioner shall be reimbursed at the rate of 80% up to the limits provided below, provided that the treatment is carried out by a medically qualified person. All types of treatment are subject to prior approval of the Medical Officer of the Administrator.

Category Number	Type of treatment	Maximum number of sessions per calendar year and category of treatment	Maximum reimbursement per session
1	Kinesitherapy Therapeutic massage Remedial gymnastics Pre- and post-natal exercises Mobilization Occupational therapy Mechanotherapy Traction Mud baths Hydromassage Hydrotherapy Physiotherapy Electrotherapy Diadynamic currents Microwave therapy Ionization Short-wave therapy Special forms of electrotherapy Any combination of the above	120	EUR 25
2	Aerosol therapy Inhalation Insufflation Irrigation	30	EUR 25

	Nebulization or spray treatment Any combination of the above		
3	Infra-red radiation Ultrasound therapy	40	EUR 25
4	Radium therapy Radio therapy Röntgen therapy	unlimited	EUR 25
5	Acupuncture	30	EUR 25
6	Laser therapy Ultraviolet radiation Chiropractic Osteopathy Medical chiropody-podology Mesodermal microinjection therapy	20 40 24 20 12 30	EUR 25
7	Under supervision of Administrator: Psychotherapy Psychoanalysis Speech therapy Graphomotor therapy Psychomotor therapy	60	EUR 45

2. By way of exception and on production of a duly substantiated medical certificate, costs may be reimbursed for a higher number of sessions subject to prior authorisation, as provided for in chapter 3.4 of this Plan.

3.7.16. Treatment by medical auxiliaries and nursing

1. **Treatment by medical auxiliaries**

The fees for treatment by medical auxiliaries shall be reimbursed at the rate of 80% on condition that it is prescribed by a medically qualified person and provided by a person legally authorized to exercise the profession of a medical auxiliary.

2. **Nursing**

(a) The cost of post-operative nursing attendance in a hospital or clinic which is prescribed by a medically qualified person shall be reimbursed at the rate of 80%, subject to a maximum limit of EUR 60.00 for each day or night or EUR 84.00 for each 24-hour period of hospital/clinic attendance, provided prior authorisation, as provided for in chapter 3.4 of this Plan, has been granted.

(b) The cost of necessary nursing attendance at home after hospitalization which is prescribed by a medically qualified person shall be reimbursed at the rate of 80% subject to a maximum limit of EUR 60.00 for each day or night for a period not exceeding 45 days, provided prior authorisation, as provided for in chapter 3.4 of this Plan, has been granted. In cases of absolute necessity, duly substantiated by the

medically qualified person, this period may be extended by up to 45 additional days, provided prior authorisation, as provided for in chapter 3.4 of this Plan, has been granted. The maximum reimbursement for each 24-hour period of attendance shall be EUR 76.00.

- (c) The cost of nursing attendance at home which is prescribed by a medically qualified person, who must state why such attendance is required, shall be reimbursed at the rate of 80%, subject to a maximum limit of EUR 60.00 for each 24-hour period of attendance, for a period not exceeding 90 days, provided prior authorisation, as provided for in chapter 3.4 of this Plan, has been granted.
- (d) No reimbursement shall be made in respect of the nurse's travel expenses, board and lodging, or any other ancillary costs.

3.7.17. Cures

1. The cost of accommodation, excluding board, for a cure at a health resort prescribed by a medically qualified person which was previously authorized by the Administrator due to its medical necessity and which is carried out under medical supervision, shall be reimbursed at the rate of 80%, subject to the limits set out below :
 - (a) convalescence, chronic medical conditions or serious illness, for a maximum period of twenty-eight days per annum : maximum reimbursement of EUR EUR 30 per day; in the case of relapse or a new illness the authorisation may be renewed;
2. The cost of treatment and medical supervision incurred during cures shall be reimbursed at the rates and subject to the maximum limits specified in the relevant part of the Plan.

3.7.18. Hearing Aids

1. The cost of hearing aids prescribed by an oto-rhino-laryngologist shall be reimbursed at the rate of 85%, subject to a maximum of EUR EUR 1,725 per apparatus.
2. In the case of renewal, reimbursements as specified in 1 above shall not be granted unless a period of five years has elapsed, except where there is a variation in the audiometric conditions and renewal has been prescribed by an oto-rhino-laryngologist. For trainees the replacement of an apparatus due to medically attested changes in hearing and in other approved cases shall require prior authorisation, as provided for in chapter 3.4 of this Plan.
3. The cost of batteries for hearing aids and the cost of repairing such an aid, shall be reimbursed at the rate of 85%.

3.7.19. Other Appliances

The cost of purchasing or renting articles listed below which have been prescribed by a medically qualified person, likewise the cost of repairing articles listed under 3 and 4, shall be reimbursed at the rate of 85%.

1. Orthopaedic footwear made to measure, subject to a maximum amount reimbursable of EUR 360.00 per pair of shoes and orthopaedic soles. Reimbursements shall be limited to two pairs of shoes and two pairs of soles per calendar year. Prior authorisation, as provided for in chapter 3.4 of this Plan, shall be required for the acquisition of orthopaedic shoes and soles; the application for prior authorisation must be accompanied by a cost estimate.
2. Elastic bandages, elastic stockings for varicose veins (three pairs every twelve months) others : e.g. maternity belts, knee bandages, ankle supports, lumbar girdles.
3. Artificial limbs and segments thereof, crutches and walking sticks.
4. Wheelchairs and similar auxiliary appliances. Prior authorisation, as provided for in chapter 3.4 of this Plan, shall be required for the acquisition of these articles; the application for prior authorisation must be accompanied by a cost estimate.
5. Upon prescription by a medically qualified person, other reasonable and customary orthopaedic or medical appliances necessitated by medical conditions after prior authorisation, as provided for in chapter 3.4 of this Plan.

3.7.20. Vision

3.7.20.1. Spectacle Lenses

1. The cost of one pair of corrective lenses obtained on a medical prescription shall be reimbursed at the rate of 85%. Reimbursement shall not be granted for non-corrective lenses; non-corrective sun-glasses and lenses for work on a computer screen.
2. Reimbursements under this paragraph are limited to one reimbursement per Insured Trainee and shall only be granted unless eye sight has changed and is medically attested or the lenses are broken.

3.7.20.2. Spectacle Frames

1. The cost of one frame per pair of corrective lenses at a reimbursement rate of 85% up to a maximum of EUR 64 per frame.

2. Reimbursements under this paragraph are limited to one reimbursement per Insured Trainee and shall only be granted unless eye sight has changed and is medically attested or the lenses are broken.

3.7.20.3. Contact Lenses

1. Contact lenses shall be reimbursed at the rate of 85% only when medically indicated and prescribed by an ophthalmologist up to a maximum of EUR 260.00 per insurance period.
2. Reimbursements of contact lenses excludes the reimbursement of spectacles lenses and frames mentioned under chapters 3.7.20.1 and 3.7.20.2.

3.7.20.4. Artificial Eyes

The cost of artificial eyes shall be reimbursed at the rate of 85%.

3.7.21. Transport costs and travelling expenses

1. The cost of transporting the patient may be reimbursed at the rate of 80% of the actual cost, after prior authorisation, as provided for in chapter 3.4 of this Plan. No such prior approval shall be necessary if such transport was undertaken as a matter of urgency or in case of absolute medical necessity as defined by the treating consultant and as an integral part of the treatment. An ambulance transport in case of emergency shall be covered at all times at the rate of 80% .
2. Travelling expenses incurred in respect of treatment outside the state of traineeship or residence shall be reimbursed only in exceptional circumstances upon prior authorisation, as provided for in chapter 3.4 of this Plan.

3.7.22. Funeral expenses

In the event of death of an Insured Trainee, a lump sum of 2,330.00 shall be paid to the legal heir(s).

4. Membership Administration

4.1. Membership Pack

Upon registration of new Insured Trainees, the Administrator shall provide to the Insured Trainees the membership pack containing the following items:

- Insurance card(s)
- Policy Brochures and other documentation or information material available e.g. set of available forms to facilitate claim and settlement process
- Username and password for Online Services

4.2. Membership Confirmation

Upon their request, the Administrator shall provide Insured Trainees with a written confirmation of their membership within 2 working days.

4.3. Dedicated Helpline

1. The Administrator shall provide a dedicated toll-free helpline number from Germany, Belgium and the USA for the sole use of the persons insured under this Plan.
2. The Helpline will operate 24 hours a day at 365 days a year.
3. For calls made to the Helpline concerning requests about coverage of specific therapies, treatments or appliances, guarantees of payment and prior authorisation, as provided for in chapter 3.4 of this Plan, the following information shall be registered to provide an audit trail, if required:
 - name of caller
 - name of respondent
 - time & duration of call
 - short summary of the content of call
 A summary of the above shall be provided to the Insured by email.

4.4. General information on health topics

Information and advice on a wide range of health topics shall be made available to Insured Trainees by the Administrator either by printed documentation or online service.

[To be expanded after contract award to successful applicant for Lot 2].

4.5. Cost containment

1. The Administrator shall provide information about cost containment measures in place to the Insured Trainees. Such information may contain information about price or service

agreements with medical service providers [e.g. doctors, pharmacists, pharmaceutical companies, medical therapists, medical appliances, etc.], about reduced prices for medical services, extended warranties etc. The Administrator shall provide the Insured Trainees periodically (e.g. quarterly) with educational material about cost containment.

2. The Administrator shall set up dedicated disease management programmes for various types of serious or chronic medical conditions, in particular diabetes, hypertension, HIV. The affiliation of Insured Trainees to such disease management programmes shall be voluntary.
3. Details of the dedicated disease management programmes shall be included by 31 December 2012 upon implementation of the programmes.
4. The Administrator shall perform Case Management to ensure that the insured trainee receives optimal quality medical treatment at the most cost effective rate, taking into consideration the time frame of treatment and place of service. In no case the objective to obtain savings shall have a higher priority over the quality and need of the medical care given. Triggers for case management shall be the length of stays above 10 days, the nature of care, the country or medical provider. A dedicated Case Manager shall be responsible for individual cases and manage the contacts with the insured trainee, the family, the medical service providers and any other party involved. Case Management shall be a service to insured trainees to relieve them from the administrative burden when suffering from serious health problems, to be in direct contact with the Administrator's Medical Officer on the available treatments and to possibly reduce cost, with the therapeutic freedom guaranteed. More information about the service on offer shall be provided by the Administrator to the relevant insured trainees.

5. Claims and Settlement

5.1. Time limit for claims

1. A claim based on and relating to the Plan shall be paid by the Administrator only if it is submitted within the period of twelve months after the treatment date.
2. In case of circumstances that cannot be attributed to the Insured Trainee or Insured Trainee, an extension of the above mentioned twelve months period shall be granted by the Administrator upon reasoned and evidenced request by the Insured Trainee.
3. Where the Insured Trainee can reasonably be expected to be aware of such non-attributable delay of their claim, they shall notify the Administrator accordingly.
4. The Administrator shall in anonymised form notify the ECB biannually of such cases.

5.2. Claims for direct settlement

1. The Administrator shall cater for direct settlement of hospital bills, if the Insured Trainee requests the Administrator accordingly and accept/consent in writing to reimburse any difference between incurred expenses and insured benefits.
2. In case the medical coverage provided for in the Plan does not foresee reimbursement of such costs at 100% or in case the Plan provides for limits per treatment, by requesting direct settlement, the insured trainee authorize the Administrator to recuperate the difference between the expenses incurred and the insured benefits which shall - as a rule, be deducted from following reimbursements. At the written request of the Administrator, the insured trainee shall without undue delay reimburse the difference by a transfer to the Administrator's bank account. The Administrator shall claim reimbursement by bank account transfer at the latest when insurance cover under the group insurance ceases.
3. Further to the direct settlement of hospital bills, described above, direct settlement agreements with any medical service providers shall be concluded in the context of Dedicated Case Management to ensure that high cost files are kept under control and cost is monitored closely.
4. Where required by medical service providers, national legislation or standards, the Administrator shall issue a guarantee of payment to the relevant medical service providers within 24 hours following the notification of the medical treatment needs.

5.3. Claims for reimbursement

1. Claims for reimbursement of medical expenses shall be made by the Insured Trainees to the Administrator via the internet-based services (optional) or standard forms accompanied by the originals of the invoices and supporting documents. If an Insured Trainee avails of online claiming, original documents shall be kept by the Insured Trainee for 6 months and can be called by the Administrator for audit purposes.
2. If an Insured Trainee has claimed for benefits under another insurance scheme in the first instance, in line with chapter 1.4 Coordination of Benefits, and in the second instance claims for further reimbursement under the Plan, the Insured Trainee shall indicate on the claim form for reimbursement the name of and reimbursements per item received from the other health insurance. Insured Trainees shall attach a duplicate or copy of the invoices and, where necessary, additional supporting documents, including the settlement note provided by the other health insurance.
3. Where and to the extent possible, the settlement note provided by the other health insurance shall mention which costs are not reimbursed with their settlement and include in addition the following information:
 - a description of the treatment received or product bought;
 - the date of the services;

- the exact expenses per item;
 - the exact amount reimbursed per item.
4. The Administrator shall check whether the correct claim procedure, as mentioned in chapter 1.4 Coordination of Benefits, has been followed. If the Insured Trainee is entitled to reimbursement of expenses under another health insurance scheme and no claim for reimbursement with this scheme was made, the claim for reimbursement under this Plan shall be refused by the Administrator.

5.4. Claims for expenditure incurred by accidents at work

1. In the case of an accident at work, the ECB internal notification process shall be followed in line with Article 6.3 of the Staff Rules.
2. The Administrator shall be informed by the ECB if an application for recognising an accident as accident at work is approved, in order to ensure the 100% reimbursement rate for costs incurred.
3. The Administrator shall cater for a claim form which allows Insured Trainees to identify and notify the Administrator of costs related to an accident or accident at work.

5.5. Claims for expenditure incurred by occupational diseases

1. In the case of an occupational disease, the ECB internal recognition process shall be followed in line with Article 6.3 of the Staff Rules.
2. The Administrator shall be informed by the ECB if an occupational disease is recognised, in order to ensure the 100% reimbursement rate for costs incurred by the occupational disease.
3. The Administrator shall cater for a claim form which allows Insured Trainees to identify and notify the Administrator of costs related to a recognised or requested to be recognised occupational disease.
4. The Administrator shall apply the 100% cover backdated to the date specified by the ECB as start of the occupational disease.

5.6. Claims for prevention and early diagnosis and health screening programmes

The Administrator shall cater for a claim form which allows Insured Trainees to identify costs related to prevention or early diagnosis and health screening programmes, in case this is not explicit from the invoices or other supporting documentation.

5.7. Claims for serious illnesses

1. Applications for the recognition of illnesses as 'serious' within the meaning of this Plan shall be made by the Insured Trainee via the ECB Medical Adviser to the Administrator. The initial application shall include a medical report, providing the below information:
 - the date of the diagnosis;
 - the exact diagnosis;
 - what stage the illness is at, and occurring complications;
 - the required treatment.
2. The Administrator shall take its decision after consulting the ECB Medical Adviser.
3. The recognition of an illness as serious triggering the 100% reimbursement for related expenditures is granted from the date of the medical report submitted to evidence the serious illness to the date determined by the Administrator, but under no circumstances for more than 5 years. The Administrator will inform the Insured Trainee at least two months prior to this end date in order to give him or her time to submit to the ECB Medical Adviser an application for the cover to be extended, accompanied by a medical report explaining how the illness has developed and which treatment or care is still required.
4. Exceptionally, on the basis of a reasoned request from the Insured Trainee indicating the treatment in question as entered on his or her settlement statements, the 100% cover may be backdated to a maximum of 12 months from the date the full application for recognition of a serious illness is submitted.
5. If the health of the Insured Trainee improves to an extent that the illness may no longer be considered serious, the Insured Trainee has to notify the Administrator accordingly in order for them to assess whether the above pre-conditions are still met.
6. On its own motion, the Administrator may request up-to-date information on the Insured Trainee's state of health in order to re-assess whether the above pre-conditions are still met.
7. Scientific advancements shall be taken into account when determining whether an illness can still be considered serious.

5.8. Reimbursement of expenses

Expenses shall be reimbursed in Euro. Any conversion shall be done on the basis of the Euro foreign exchange reference rates published by the European Central Bank on its website <http://www.ecb.europa.eu/stats/exchange/eurofxref/html/index.en.html> with respect to the day on which the relevant invoice has been issued.

5.9. Settlement Information

The Administrator shall provide via a secured online service an overview of each settlement including information on reimbursement and payment details as well as any additional information. Every time a claim has been processed, the Administrator shall send an e-mail to the Insured Trainee announcing that new settlement information is available online.

5.10. Subrogation of rights

1. The Administrator shall reimburse medical and dental expenses in accordance with this Plan also if a third party is liable for such expenses on condition that prior to such reimbursement the Insured Trainee subrogates to the Administrator in writing their rights of recourse against a liable third party within the limits of the reimbursement made by the Administrator.
2. The Administrator shall not be subrogated to rights of compensation in respect of purely personal damage such as non-material injury, damages for pain and suffering or compensation for disfigurement and loss of amenity over and above the reimbursements and payments granted for those headings under this Plan.
3. It is stated explicitly that the Insured Trainees are not to be considered as third parties amongst themselves.
4. By subrogating their entitlement, the Insured Trainee agrees to provide all necessary information to the Insurer and cooperate to the extent necessary for the Insurer to realize its rights stemming from the subrogation.

5.11. Recovery of undue payment

1. The Administrator shall recover any sum overpaid or unduly paid from the Insured Trainee.
2. The request for recovery must be made no later than five years from the date on which the sum was paid. Where the ECB, the Administrator or the Insurer are able to establish that the Insured Trainee deliberately misled them with a view to obtaining the sum concerned, the request for recovery shall only be invalidated by statutory limitation.

5.12. Duty to report any information about illegal activity

1. The Administrator and the Insurer shall without delay provide the Director-General of the Directorate General Human Resources, Budget and Organisation with any evidence they become aware of which gives rise to a presumption of the existence of possible cases of fraud, corruption or any other illegal activity affecting the ECB's financial interests, or of serious matters affecting such financial interests and relating to the discharge of professional duties such as to constitute a dereliction of the obligations of an Insured Trainee liable to result in disciplinary or, as the case may be, criminal proceedings.
2. The Administrator and Insurer shall restrict their provision of data to necessary evidence. Evidence shall – as a rule – not contain data concerning health. If the Administrator or Insurer consider that the data concerning health is a constituent of the illegal activity, they shall initially provide the evidence in a manner that does not disclose the identity of the Insured Trainee(s). If after due examination of the submitted evidence the Director General of the Directorate-General Human Resources, Budget and Organisation concludes that the evidence requires follow-up action, he may request additional information and evidence from the Insurer and the Administrator including the disclosure of the identity of the Insured Trainee(s).

5.13. Fraud

1. An Insured Trainee who knowingly submits or attempts to submit any undue claim for payment or reimbursement for themselves or their dependants or who failed to use reasonable care to verify the accuracy of information contained in such a claim may be subject to disciplinary action and/or criminal prosecution.
2. The Administrator shall reject requests for payment or reimbursement, if it has knowledge of or a well-founded suspicion that such payment or reimbursement is undue.

5.14. Internal Complaints Procedure

1. Insured Trainees may complain about actions or lack of action by the Administrator through the website of the Administrator or by calling or by writing to the Administrator.
2. Insured Trainees shall provide the Administrator with full details of their complaint. If the Administrator requires further information, it may contact the Insured Trainee by using their preferred method of contact.
3. The Administrator shall confirm to the Insured Trainee in writing receipt of the complaint and communicate a reference number that identifies the complaint.
4. The complaint procedure shall be composed of two steps internal to the Administrator and one internal to the Insurer.

5. In a first step, the medical claims center of the Administrator shall make every effort to investigate and resolve the complaint providing the Insured Trainee with an appropriate written response within three working days.
6. If the Insured Trainee disagree with the response of the medical claims center, they may in a second step ask the medical claims center to escalate their complaint to the Medical Director of the Administrator. The Medical Director of the Administrator shall endeavour to resolve the complaint providing a written response within 10 working days. Where the complaint is refused, the Medical Director shall provide the Insured Trainee with a written explanation of the decision, including information on the interpretation of this Plan or the settlement process and an appreciation of the medical facts by the Administrator.
7. If the Insured Trainee remains dissatisfied with the response from the Medical Director of the Administrator, they may ask the Administrator in a third step to escalate their complaint to the Medical Director of the Insurer. who shall take a fresh and impartial look at the complaint. After such review, the medical director of the Insurer shall provide the Insured Trainee with a final written response within 30 working days explaining the decision, including information on the interpretation of this Plan or the settlement process and an appreciation of the medical facts by the Insurer..
8. The Medical Director of the Insurer shall be entitled to request all necessary documentation from the Administrator and the Insured Trainee.
9. The decision of the Medical Director of the Insurer shall be binding for the Administrator.
10. The decision of the Medical Director of the Insurer shall contain further information about the contact points for an escalation of the complaint under chapters 5.15 and 5.16 of this plan.

5.15. Settlement of disputes of non-medical nature

1. Insured Trainees may refer disputes of a non-medical nature to the German Ombudsmann Private Kranken- und Pflegeversicherung (pkv-ombudsmann.de) after having exhausted the internal complaints procedure.
2. Non-medical matter shall include the interpretation of the contractual terms of the Plan or the claim and settlement process.
3. The administrator shall provide for access of Insured Trainees to the complaints procedure with the German Ombudsmann Private Kranken- und Pflegeversicherung.
4. The Ombudsmann 's decision shall be binding to both the Administrator and Insurer.

5. The complaint to the Ombudsmann does not affect the right of the Insured Trainee or Insured Trainee to take legal action against the Administrator.
6. The Administrator shall report annually on an anonymised basis about all cases brought before the Ombudsmann and its outcome.
7. If a decision of the Ombudsmann may result in changes to the interpretation of the benefits provided for in this Plan, the Administrator shall inform the ECB in writing without undue delay.
8. All costs incurred for the out-of-court dispute settlement shall be fully borne by the Administrator.

5.16. Settlement of disputes of medical nature

1. Insured Trainees may refer disputes of a medical nature to a single medical arbitrator for out-of-court settlement after having exhausted the internal complaints procedure.
2. Medical matters shall include the assessment concerning the medical necessity of a treatment or the qualification of costs as reasonable and customary expenditure.
3. Insured Trainees may request within two months from the date on which the decision of the Medical Director of the Insurer was communicated to them, that their case is referred to a single medical arbitrator. The single medical arbitrator shall be chosen by agreement between the Medical Director of the Administrator and the doctor appointed by the Insured Trainee. The single medical arbitrator must possess relevant medical expertise to produce an expert opinion related to the medical dispute and shall independently review all relevant documentation.
4. The single medical arbitrator shall provide its opinion to the Insured Trainee and the Administrator within 60 working days. The opinion of the single medical arbitrator shall be binding on both the Administrator and the Insurer.
5. All costs incurred for the settlement procedure by the single arbitrator shall be fully borne by the Administrator.
6. The complaint to the single medical arbitrator does not affect the right of the Insured Trainee to take legal action against the Administrator.
7. The Administrator shall report annually on an anonymised basis about all cases brought to the attention of a single medical arbitrator and their outcome. In case a decision of the single medical arbitrator may result in changes to the interpretation of the benefits provided for in this Plan, the Administrator shall inform the ECB in writing without undue delay.

5.17. Jurisdiction

1. If the Insured Trainee has exhausted the internal complaint procedure and remains dissatisfied with the outcome, the Insured Trainee may bring civil proceedings against the Administrator in the exclusive jurisdiction of the Amtsgericht / Landgericht in Frankfurt am Main.
2. If the Administrator is taken to court by an Insured Trainee, the ECB shall be informed in writing immediately by the Administrator.

6. Data protection

- 6.1 Any personal data included in or relating to the Plan shall be processed in accordance with Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data (hereinafter 'Regulation (EC) 45/2001') and the implementing Decision ECB/2007/1 of 17 April 2007 adopting implementing rules concerning data protection at the European Central Bank.
- 6.2 The data shall be processed solely for the purposes of the performance, management and monitoring of the Plan.
- 6.3 The Insurer and Administrator shall have the right to access their personal data and the right to rectify any such data. The ECB may process payment settlement via SWIFT. Should the Insurer and Administrator have any queries concerning the processing of their personal data, they shall contact the ECB as data controller. The Insurer and the Administrator have also the right of recourse at any time to the European Data Protection Supervisor (hereinafter the 'EDPS') with regards to the processing of their personal data.
- 6.4 When personal data is processed by the Insurer or Administrator on behalf of the ECB the Insurer and Administrator shall act only under the instructions of the ECB, in particular with regard to the purposes of the processing, the categories of data which may be processed and the recipients of the data. The personal data collected and processed for the performance of this Plan and transferred by the ECB to the Insurer and Administrator shall be stored by the Insurer and the Administrator in the countries within the European Economic Area. Any transfer by the Insurer or Administrator within the European Economic Area (EEA) shall comply with Article 8 of Regulation (EC) 45/2001. Any transfer outside the EEA shall comply with Article 9 of Regulation (EC) 45/2001.

¹ In particular, compliance with the principles of processing and storing medical data as outlined in the "Guidelines concerning the processing of health data in the workplace by Community institutions and

- 6.5 The data shall be confidential within the meaning of Regulation (EC) No 45/2001 with regard to the processing of personal data. The Insurer and Administrator shall limit access to the data to the staff strictly necessary for the performance, management and monitoring of the Plan.
- 6.6 The Insurer and the Administrator shall comply with the obligations with regard to security of processing as defined by the provisions of the law of the EEA Member State in which the Insurer and the Administrator are established, implementing Article 17(3) of Directive 95/46/EC of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data.
- 6.7 Without prejudice to the previous paragraph the Insurer and the Administrator undertake to adopt such appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data in order to:
- a) prevent any unauthorised person from having access to computer systems processing personal data and especially:
 - aa) unauthorised reading, copying, alteration or removal of storage media;
 - ab) unauthorised data input as well as any unauthorised disclosure, alteration or erasure of stored personal data;
 - ac) unauthorised persons from using data-processing systems by means of data transmission facilities;
 - b) ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;
 - c) record which personal data have been communicated, when and to whom;
 - d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the ECB;
 - e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;
 - f) design its organisational structure in such a way that it meets data protection requirements.
- 6.8 The Insurer and the Administrator shall nominate (a) dedicated contact person(s) responsible for the implementation and monitoring of all related data security controls and measures.
- 6.9 The Administrator shall provide the ECB with security reports (at least every half year) relating to personal data processed under the Plan, while the Insurer shall provide such a report upon request from the ECB.

bodies" issued by the European Data Protection Supervisor in September 2009 is guaranteed by the Administrator, Insurer and the ECB.

- 6.10 The appropriate technical and organisational measures for data protection shall be agreed between the ECB and the Insurer and the Administrator in writing or in another equivalent form.
- 6.11 The Administrator shall develop a migration plan for the personal data which is fully in accordance with data protection requirements to migrate current personal data to the Administrator. The ECB shall approve the migration plan prior to the start of the date of the Contract and at the latest prior to sending of any information to the Administrator.
- 6.12 The Insurer or the Administrator shall, at any stage during the performance of the Plan and upon the ECB's request, take further actions in order to comply with the necessary minimum requirements for data protection as specified in this Chapter between the ECB and the Insurer or the Administrator. The Insurer or the Administrator shall implement such further actions at their own cost. The Insurer or the Administrator shall immediately mitigate the shortcomings of data security identified by the ECB.
- 6.13 The processing of data under the Contract is to be submitted to the European Data Protection Supervisor (the "EDPS") for prior checking in accordance with Article 27 of Regulation (EC) 45/2001. Depending on the opinion of the EDPS, the ECB and the Insurer agree to amend the relevant contractual clauses in order to implement the recommendations of the EDPS, if any.

7. Customer satisfaction

7.1. Monitoring Plan Performance

1. The ECB is monitoring the Administrator's settlement decision, case management and disease management programmes on a bi-annual basis. For medical matters the monitoring shall be supported by the ECB Medical Adviser or any other medical expert, who has been chosen by the ECB for this service, in order to fully comply with the rules and regulations on medical confidentiality
2. Reporting contents are detailed in the agreement between the ECB and the Administrator.

7.2. Surveys

1. Customer satisfaction surveys shall be carried out by the Administrator among Insured Trainees and results shall be reported to the ECB on an annual basis. At least 90% of Insured Trainees, participating in the survey, shall be satisfied with the overall quality of service provided by the Administrator.

2. The Administrator shall provide the ECB with an annual report on complaints raised by Insured Trainees, including information on the nature of complaints, the number of Insured Trainees who made a complaint via form, mail, email or phone call, the number of revised settlement decisions, the reasons for revised settlement decisions, the measures taken to avoid future complaints and the responding time between initial request made by Insured Trainee and settlement of the issue.