

Cigna Global Health Options Policy Rules

Terms, General Exclusions and Definitions relating to your plan

CONTENTS

Please read these Policy Rules along with your Certificate of Insurance and your Customer Guide as they all form part of your contract between you and us. If necessary seek expert advice should you need to determine if this policy is appropriate for you.

Words and phrases in *italics* have the meanings given to them in Section 3, 'Definitions'.

Please see below where to find all of the important information in relation to *your* Cigna Global Health Options plan.

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LEGAL AND REGULATORY INFORMATION

This insurance is provided by Cigna Life Insurance Company of Europe S.A.-N.V. Plantin en Moretuslei 309, 2140 Antwerpen, Belgium

Cigna is regulated in Belgium by National Bank of Belgium (La Banque Nationale de Belgique/De Nationale Bank van België) for prudential supervision and the Financial Services and Markets Authority (L'Autorité des services et marchés financiers/De Autoriteit voor Financiële Diensten en Markten) for the integrity of the financial markets and fair treatment of financial consumers.

This *policy* does not replace any state health insurance scheme. You may wish to take appropriate advice before stopping contributions to any state health insurance scheme of which you are a member.

COMPLAINTS

Any complaint should in the first instance be sent to *us* at the address in the 'How to contact us' section below. If the complaint is not resolved, the complaint may be referred to the Financial Ombudsman at:

The Financial Ombudsman Service Exchange Tower London EI4 9SR

Telephone: 0800 0 234 567 or outside of the UK: +44 (0) 2079 640 500 Email: complaint.info@financial-ombudsman.org.uk

You may also be entitled to make a complaint to the ombudsmen in your designated country. Details will be provided by us on request at the address in the 'How to contact us' section below.

The Financial Ombudsman Service can adjudicate most (but not all) complaints. Its decision is binding on *us* but the person making the complaint may reject it without affecting their legal rights (including their right to bring court proceedings).

Unless specifically agreed to the contrary, this *policy* is governed by, and will be interpreted in accordance with, the law of England and Wales.

Any disputes about this *policy*, including disputes about its validity, formation and termination, will be determined exclusively in the courts of England and Wales.

HOW TO CONTACT US

To cancel this policy after your minimum period of cover of three (3) months, please email us at: cignaglobal_customer.care@cigna.com.

For full details, please see clause 6.4 of these Policy Rules. You will need to provide your policy number, full name and email address used in the application form.

You can also write to us at the following address:

Cigna Global Health Options Customer Care Team I Knowe Road, Greenock Scotland PAI5 4RJ In other circumstances *you* can call *our* Customer Care Team 24/7 on: +44 (0) 1475 788 182 or from inside the USA on: 0800 835 7677.

* For certain queries, our Customer Service team may direct you to our in-house team of specialists who are available during working hours (Monday to Friday from 8am to 8pm CET).

SECTION 1: GENERAL TERMS AND CONDITIONS

1. Scope of cover and policy eligibility

1.1

The policy is only offered to beneficiaries whose country of habitual residence and country of nationality is the same designated country.

1.2

This policy will only provide cover for you if you are a national of a designated country and your country of habitual residence is in the same designated country.

1.3

This policy permits you to include additional persons (e.g. family members) as beneficiaries to your policy so long as their country of habitual residence is the same designated country as you. Please note that any additional beneficiaries will only be added at our absolute discretion (see clause II for full details).

1.4

Subject to the terms, conditions, limits, exclusions (and special exclusions as detailed in your *Certificate of Insurance*, if applicable) of this policy, Cigna Healthcare will cover you for medical and related expenses relating to medically necessary treatment which is recommended by a medical practitioner, and provided within the selected area of coverage for injury and sickness. The treatment must occur during the period of cover and deductibles, cost shares and limits of cover may apply. In some circumstances we may, at our absolute discretion, agree to remove an exclusion if you pay an additional premium. This will be agreed at the time you purchase your policy.

1.5

You must be eighteen (18) years old or over at the time of purchase in order to purchase this *policy*.

I.6

If there are any changes that occur between your application and the *initial start* date of your policy and any information that you provided to us in your application changes during this period, you must let us know. We reserve the right to cancel the policy or apply any additional premiums or exclusions as a result of any change to your state of health which you have notified us of before the *initial start date* of the policy. If you fail to inform us of any change to your state of health during this period, we may treat this as misrepresentation, which could affect coverage under your policy or payment of claims.

1.7

This *policy* will not cover any costs relating to *treatment* received before the cover starts, or after the cover ends (even if that *treatment* was approved by *us* before the cover ends).

2. When does cover begin and end

2.1

This policy is an annual renewable contract with a minimum period of cover of three (3) months and a maximum period of cover of twelve (I2) months. This means that, unless it is terminated before the end date or automatically renewed, the period of cover will end one (I) year after the start date. Please see Clause I3 for more information on the policy renewal process at the end of your period of cover.

2.2

Subject to clause 4, if this policy ends within the first three (3) months of the initial start date, any premium which has been paid for the first three (3) months of cover will not be refunded regardless if you have claimed or not during that period of cover. In addition, you will be liable to pay any remaining premium for that initial three (3) months period which hasn't been paid yet.

If this policy ends after the first three (3) months of the initial start date and before the end date, any premium which has been paid in relation to the period after cover has ended will be refunded on a pro rata basis, so long as no claims have been made or yet to be submitted and no guarantees of payment have been put in place during the period of cover. If this policy ends after the first three (3) months of the initial start date and before the end date and you have made claims under it or you have received treatment not reimbursed yet, you will be liable for the remainder of any premium in respect of the policy which are unpaid.

2.3

If you die, cover will end for all beneficiaries unless a beneficiary contacts us within thirty (30) days of the date of death as shown in the Death Certificate. If any of the beneficiaries would like to continue coverage by becoming the policyholder, and subject to our policy terms, they must inform us within thirty (30) days and must provide us with a copy of the Death Certificate. If a beneficiary does not wish to continue coverage as the policyholder, all cover will end, and we will not make any payments in relation to treatment or services which are received on or after the date on which the cover ends.

3. The information you give us

In deciding whether to accept this *policy* and in setting the terms and premium, we have relied on the information that *you* have given to *us*. *You* must take care when answering any questions that we ask by ensuring that all information is accurate and complete.

If we determine on reasonable grounds that you deliberately or recklessly provided us with false or misleading information, it could adversely affect this *policy* and any claim. For example, we may:

- > treat this policy as if it had never existed, refuse to pay all claims and return the premium paid. We will only do this if we provide you with insurance cover which we would not otherwise have offered;
- amend the terms of your insurance. We may apply these amended terms as if they were already in place if a claim has been adversely impacted by your carelessness; or
- > terminate in accordance with 6.2.

We will notify *you* in writing if any of the above circumstances occur.

If you become aware that information you have given us is inaccurate, you must inform us as soon as possible using one of the options in the 'How to contact us' section on page 3 of these Policy Rules.

4. Free look period

You have a statutory right to cancel your policy within fourteen (I4) days from the start date of your policy. If you wish to cancel this policy within this fourteen (I4) day free look period and we have not paid a claim or issued a guarantee of payment, you will receive a full refund of your premium. Alternatively, if we have paid a claim, or issued a guarantee of payment, we will not refund any premium which has been paid. To cancel this policy, please contact us using one of the options in the 'How to contact us' section on page 3 of these Policy Rules.

If you do not exercise your right to cancel this policy during the free look period, it will continue in force for a minimum period of three (3) months, inclusive of the free look period, from the initial start date and you will be required to make any premium payments that are due to us.

For your termination rights outside of the fourteen (I4) day statutory cooling off period, please refer to clause 6 of this policy.

5. Premium and other charges

5.1

Your Certificate of Insurance sets out the premium and any other charges (such as taxes) which are payable, and states when and how they must be paid. As specified in Clause 2, you will be liable to pay the premium for a minimum period of cover of three (3) months regardless of the payment frequency selected.

Payments must be made in the currency and in the manner detailed in your Certificate of Insurance.

5.2

If you, or any beneficiaries, do not seek prior approval for the required inpatient and daypatient treatment, we will reduce the amount which we will pay towards that treatment by twenty (20) percent. For medical expenses specifically in the USA, if you, or any beneficiaries, decide to receive treatment at a hospital, clinic, medical practitioner or pharmacy which is not part of the Cigna Healthcare network in the USA, we will reduce the amount which we will pay towards that medical expenses by twenty (20) percent. A list of hospitals, clinics and medical practitioners within the Cigna Healthcare network is available in your secure online Customer Area.

Please note, we may, at *our* sole discretion and without notification, make changes to the *Cigna Healthcare* network from time to time by adding and / or removing *hospitals*, *clinics*, *medical practitioners* and pharmacies.

5.3

In most cases we will pay directly the *hospital*, *clinic or medical practitioner* for *your* medical expenses. In the instance where *you*, or any *beneficiaries*, have to pay the *hospital*, *clinic or medical practitioner*, *you* should submit *your* invoice and claims form to us as soon as possible after any treatment. If the claim and invoice is not submitted to us within twelve (I2) months of the date of treatment, the claim will not qualify for payment or reimbursement by us.

Any claim is subject to the applicable *deductible*, cost shares and limits of cover set out in these Policy Rules, the Customer Guide and your *Certificate of Insurance*.

5.3.1

Claims are reimbursed in the currency in which the claim was incurred or, upon request, the currency of the premiums paid on this policy and calculated using the applicable exchange rate.

You, or any beneficiaries, may submit a request to reimburse the claim in an alternative currency . Should we agree to provide a reimbursement consistent with an alternative currency request, we will apply a standard convenience charge of 3% over and above the applicable exchange rate.

The convenience charge will be added to the exchange rate of the requested currency and will impact the final amount reimbursed. This means that if an alternative currency

request is made, subject to exchange rate fluctuations, the amount reimbursed may be less than the original amount claimed.

In the event a particular alternative currency request cannot be met, we will contact you to obtain your preference as to another alternative currency request or standard reimbursement.

You, or any beneficiaries, can contact us for the applicable exchange rate applied to any particular claim using one of the options in the 'How to contact us' section on page 3 of these Policy Rules. We reserve the right to withdraw or vary the convenience charge at any time on a sixty (60) days' prior notice.

5.4

If you do not pay premium and/or any other charges when they are due, we will notify you by email immediately and suspend your policy i.e. cover for all beneficiaries will be suspended. If payment is made, the policy will be reinstated. We will not approve treatment while the policy is suspended. We will not settle any claim while any payment to us is outstanding until the outstanding amount is paid.

If after thirty (30) days the amount is still outstanding, we will write to *you* informing *you* that the *policy* is cancelled. The cancellation date shall take effect on the date when the first outstanding payment was due.

If you settle the outstanding amount within thirty (30) days of when the first outstanding payment was due, we will reinstate *your* cover back to that date.

5.5

Subject to clause 13, we will inform you of the premium and any other charges which will apply during the next *period* of cover.

The premium and/or other charges will change each *period of cover*.

6. Termination

6.I

Subject to any conflicting legal or regulatory requirements we will terminate this *policy* for all *beneficiaries* immediately if:

6.1.1

any premium or other charge (including any relevant tax) is not paid in full within thirty (30) days of the date on which it is due. We will give you written notice if we are going to terminate the *policy* for this reason;

6.1.2

it becomes unlawful for *us* to provide any of the cover available under this *policy* or we are required to terminate the *policy* in any particular jurisdiction or territory at the direction of a regulator or authority with competent jurisdiction; or

6.1.3

any beneficiary is identified on any list imposing financial sanctions on targeted individuals or entities maintained by the United Nations Security Council, the European Union, the United States Office of Foreign Assets Control or any other applicable jurisdiction. Furthermore, we will not pay claims for services received in sanctioned countries if doing so would violate the requirements of the United Nations Security Council, the European Union or the United States Department of Treasury's Office of Foreign Assets Control.

6.2

Subject to clause 3, we will terminate this *policy* with immediate effect if, we, at *our* sole discretion determine, on reasonable grounds, that *you* have, in the course of applying for the *policy* or when making any claim under it, withheld information or knowingly or recklessly provided information which *you* know or believe to be untrue or inaccurate or failed to provide information which we have asked for, including medical information.

6.3

If we are no longer in the market to sell the *policy* or suitable alternative in *your* geographical area, we will notify *you* at least one (I) month

before the *end date* to advise *you* that the *policy* will be terminated (and therefore unable to be renewed) with effect from the *end date*.

6.4

If you want to terminate this policy and end cover for all beneficiaries, you may only do so after the minimum period of cover of three (3) months from the initial start date by giving us at least fourteen (I4) days' notice in writing. Termination of your policy will take effect fourteen (I4) days after you, the policyholder, notifies us of the request by using one of the options in the 'How to contact us' section on page 3 of these Policy Rules.

6.4.1

If the *policy* is terminated in accordance with clause 6.4, before the *end date*, and we have paid a claim, covered a *treatment* or issued a *guarantee of payment* during the *period* of cover, you will be liable for the remainder of any premiums in respect of the *policy* which are unpaid. If your annual premium is collected at intervals throughout the *policy* year, you will be responsible for making these payments for the remainder of the *period* of cover or alternatively, settle the outstanding premium amount.

6.5

In relation to the period after your cover has ended outside of the minimum period of cover of three (3) months, unless your policy is terminated in accordance with clause 6.2 and/or clause 7, then any premium which has been paid in relation to the period after cover has ended will be refunded to the extent that it does not relate to a period of time in which we have provided cover, so long as we have not paid any claim, or issued any guarantee of payment during the period of cover.

6.6

If treatment has been authorised, we will not be held responsible for any treatment costs if the policy ends or a beneficiary leaves the policy before treatment has taken place.

7. Fraud

7.1

If a *beneficiary* makes a fraudulent claim under this *policy*, we:

- i. are not liable to pay the claim;
- ii. may recover from the *beneficiary* any sums paid by *us* in respect of the claim; and
- iii. may give notice to the *beneficiary* and treat the contract as having been terminated with effect from the time of the fraudulent act.

7.2

If we exercise our right under clause 7.1 (iii) above:

- i. we shall not be liable to the *beneficiary* in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to *our* liability under this *policy* (such as the occurrence of a loss, the submission of a claim, or the notification of a potential claim); and
- ii. we do not need to return any of the premium paid.

7.3

If this *policy* provides cover for any *beneficiary* other than *you*, and a fraudulent claim is made under this *policy* on behalf of a *beneficiary* other than *you*, we may exercise the right set out in clause 7.I above as if there were an individual insurance contract between *us* and that *beneficiary*. However, the exercise of any of those rights shall not affect the cover provided under the contract for any other *beneficiary*.

Nothing in this clause 7 is intended to vary the position under the Insurance Act 2015.

8. Coverage options

8.1

If a *beneficiary* does not have cover under the International Outpatient, International Evacuation & Crisis Assistance Plus®, International Health and Wellbeing or International Vision and Dental options, we will not pay for any of the *treatments* which are available under those options.

8.2

The following changes to your policy cannot be requested during the *period of cover* and can only be made upon renewal:

- > to modify your level of cover (for example moving up from the Silver level to the Gold level or moving down from the Platinum level to the Gold level for the International Medical Insurance cover),
- to modify your deductible, cost share or outof-pocket maximum.

In order to proceed with such request, you should let us know in writing at least seven (7) days before your annual renewal date. Before making any of these changes, we may ask you to complete a new medical history questionnaire as some changes may be subject to medical underwriting. If the request is accepted by us, we may apply new special restrictions or exclusions on your updated policy for the new period of cover. Once you accept our offered terms, these changes will become effective from your annual renewal date.

The following changes to your *policy* can be requested during the *period of cover* and will be reviewed by us:

- > to add one or more of the optional modules at the same level of cover as your International Medical Insurance core cover: International Outpatient, International Evacuation & Crisis Assistance Plus®, International Health and Wellbeing or International Vision and Dental options,
- > to modify your area of cover by including USA cover (i.e. changing from Worldwide excluding the USA to Worldwide including the USA).

Before making any of such changes to your policy during the current period of cover, we may ask you to complete a new medical history questionnaire. If the request is accepted by us, we may apply new special restrictions or exclusions on your updated policy. These changes to your policy will begin no sooner than the date you accept our offered terms and will remain in place until at least your annual renewal date.

Any other changes to your *policy* in relation to coverage options will be reviewed by us and will be subject to medical underwriting.

Important to note that there is no cover for maternity benefits (parent and baby care section

in the Customer Guide) on the Silver plan, and therefore in the case of an upgrade from the Silver level to the Gold level or the Silver level to the Platinum level, any beneficiary on the Silver plan will not have access to maternity benefits until they have satisfied the I2 month waiting period for the maternity benefits on the Gold or Platinum plan. Once any beneficiary has been covered under the Gold or Platinum plan for I2 months or more, then they will have access to the maternity benefits.

For maternity benefits in the case of an upgrade from the Gold level to the Platinum level upon your renewal, any beneficiary will only have access to the benefit limits of the Gold plan for maternity benefits until they have satisfied the I2 month waiting period on the Platinum plan. Once any beneficiary has been covered under the Platinum plan for I2 months or more, then they will have access to the Platinum limits for the maternity benefits.

9. Deductible and Cost Share

9.1

If you have selected a deductible on the International Medical Insurance plan and/or International Outpatient option (if applicable), you will be responsible for paying the deductible amount directly to the hospital, clinic, medical practitioner or pharmacy. We will let you know what this amount is. Your chosen deductible applies as per the treatment date and any deductible amount paid will be considered as a claim towards your policy regardless if the deductible amount paid has covered fully or partially the cost of your claim.

We will reduce the amount which we will pay towards the cost of treatment in respect of each claim which is made under the International Medical Insurance or International Outpatient option (if applicable) by the amount of any deductible until the deductible for the period of cover is reached.

9.2

If you have selected a cost share on the International Medical Insurance plan and/or International Outpatient option (if applicable), we will reduce the amount we pay towards the cost of treatment by that cost share percentage. You will be responsible for paying the cost share directly to the hospital, clinic, medical practitioner or pharmacy. The amounts you pay are subject to the capping effect of the applicable out of pocket maximum.

Your chosen cost share applies as per the treatment date and any cost share amount paid will be considered as a claim towards your policy regardless if the cost share amount paid has covered fully or partially the cost of your claim.

9.3

Only amounts you pay related to the cost share on the International Medical Insurance and/or International Outpatient option are subject to the capping effect of the out of pocket maximum. The following are not subject to the out of pocket maximum:

- > Any amounts you pay due to a deductible;
- > Due to exceeding limits of cover;
- For treatment not covered by the International Medical Insurance plan or International Outpatient option; or
- > Due to penalties for not obtaining prior approval or using out of network providers in the USA.

Any amounts you pay to the deductible, cost share and out of pocket maximum where applicable, apply separately to each beneficiary, each coverage option and each period of cover.

9.4

No deductible applies to 'Inpatient cash benefit,' 'Newborn Care' benefit, 'Accident and Emergency Room Treatment,' or 'Global Telehealth with Teladoc' within the International Medical Insurance plan.

No deductible applies to benefits within the following optional modules: International Health and Wellbeing, International Evacuation and Crisis Assistance Plus®, or International Vision and Dental.

9.5

For the following outpatient treatments, which are covered under the International Medical Insurance plan, the chosen inpatient deductible applies:

- Any outpatient treatment under the 'Kidney Dialysis' benefit.
- > Any Advanced Medical Imaging (MRI, CT and PET scans) benefit on an outpatient basis.

- Any outpatient treatment under the 'Mental and Behavioural Health Care' benefit, including counselling.
- > Any outpatient treatment under the 'Cancer Care' benefit.
- Any outpatient treatment covered under the 'Complications from maternity' benefit.

10. Adding beneficiaries

10.1

If you would like to add a new *beneficiary* during the policy year, you must send us a completed application for that person. Acceptance of any new *beneficiary* is at our sole discretion. We will advise you of any special conditions or exclusions and any additional premium that will apply to the offer of cover. Cover for any new *beneficiary* will begin from the date on which you confirm your acceptance. We will send you an updated *Certificate of Insurance* confirming that the new *beneficiary* has been added.

10.2

If a *beneficiary* gives birth, *you* may apply to add the newborn as a *beneficiary* to *your* existing plan.

10.2.1

If at least one (I) parent has been covered by the *policy* for a continuous period of twelve (I2) months or more prior to the newborns birth, we will not require information about the newborn's health or a medical examination if an *application* is received by us to add the newborn to the *policy* within thirty (30) days of the newborn's date of birth. However, if an *application* is received by us more than thirty (30) days after the newborn's date of birth, the newborn will be subject to medical underwriting.

10.2.2

If neither parent has been covered by the *policy* for a period of twelve (I2) consecutive months or more prior to the newborn's birth, the newborn will be subject to medical underwriting, and *you* can submit an *application* to add the newborn.

10.2.3

If a *beneficiary* has a child via a surrogate or an adoption, the newborn can be added as a *beneficiary* to your existing plan by submitting an *application*. The newborn will be subject to medical underwriting whereby we may apply special restrictions or exclusions.

10.3

If medical underwriting is required for the newborn, we will then tell you whether we will offer cover to the newborn and, if so, any special conditions and exclusions which would apply. Cover will begin no sooner than the date you accept our offered terms.

We will send you an updated Certificate of Insurance confirming that the new beneficiary has been added. Please refer to the 'Newborn Care' benefit in your Customer Guide for further details.

11. Changes to country of habitual residence, address and/or nationality

11.1

If any beneficiary changes their country of habitual residence to a country other than the designated country of the policyholder, then you may:

11.1.1

leave the policy in force for the remainder of the period of cover. Cover will remain unaffected for any beneficiary who still resides in the relevant designated country; or

11.1.2

terminate the *policy* by giving written notice with the effect that cover will end for all *beneficiaries*. Any premium which has been paid in relation to the period after termination will be refunded on a pro rate basis, so long as no claims have been made and no *guarantees of payment* or prior approvals have been put in place during the *period of cover*.

If a *beneficiary* does move away from the relevant *designated country*, we may offer *you* the option to take out cover for them under an alternative health plan provided by another *Cigna* group company, which is designed to provide cover to *expatriates* and people living outside that *designated country*.

12. How we will communicate with you

We will send any communication and notices in relation to this *policy* electronically to the email address *you* have provided, and we will place *your policy documents* in *your* secure online Customer Area.

13. Policy renewal

13.1

If we determine to renew, we will write to you at least one (I) calendar month before the end date to invite you to automatically renew on the terms we offer you. We will inform you of any changes to the policy and premium for the forthcoming period of cover. If local law and/ or regulation dictates, we may be required to offer you an alternative health plan. The minimum period of cover of three (3) month doesn't apply to renewed policies. This requirement applies only to the first year of your policy.

Subject to clause 7, any decision by Cigna Healthcare not to renew shall not be based on your claims history or any illness, injury or condition suffered by any beneficiaries.

13.2

If you accept the invitation to renew, please ensure you have read and understood the policy documents for the forthcoming period of cover. Your cover will be renewed for another twelve (12) months.

13.3

If you do not want to renew your cover, you must let us know in writing at least fourteen (I4) days before your policy end date.

13.3.1

If you do not renew your cover, any beneficiaries who have been covered under the policy can apply for their own cover. We will consider their *applications* individually, and inform them whether, and on what terms, we are willing to offer them such cover.

13.4

Subject to clause 8.2, if you would like to make changes to your policy upon renewal, you must let us know in writing at least seven (7) days before your annual renewal date. We may apply new special restrictions, exclusions and/or adjust premium. If we do so we will send you an updated Certificate of Insurance.

13.5

If any special exclusion(s) have been applied to any *beneficiary* there may be occasions when we can review them at a future *annual renewal date*, to consider whether we are willing to remove the exclusion. If this is the case, we will show the exclusions review date in the *Certificate of Insurance*. At such date, we will also review the additional premium (if any) which we may have applied to cover a condition.

You should contact us upon receipt of the renewal notification, and at least fourteen (I4) days before the *annual renewal date* if there is an exclusion which is due for review at that date.

We will then advise you of changes (if any) we have made and, where appropriate, issue an amended Certificate of Insurance. Amendments will be effective from the relevant annual renewal date. We do not guarantee that any special exclusion(s) or additional premium will be removed on renewal.

14. Data protection

14.1

In assessing your application, and administering the policy and the insurance provided to you, we will collect, process and share certain personal information about you. We take your privacy very seriously and we will always process your information in accordance with applicable data protection legislation, including the General Data Protection Regulation (EU 2016/679) and any other applicable legislation and any guidance or codes of practice issued in respect of protection of personal data from time to time. For more information please see our Data Protection Notice, which we may update from time to time.

14.2

Cigna Healthcare will for the purposes of administering any claim, ask a *beneficiary* to

provide *special category data* relating to his or her medical condition, previous conditions, state of health and *treatments*.

15. Who can enforce this policy

Only we and you have legal rights in connection with this *policy*. A person who is not a party to this *policy* has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

16. Our right to recovery from third parties

If a *beneficiary* requires *treatment* as a result of an accident or deliberate act for which a third party is at fault, we (or any person or company we nominate) will take on that *beneficiary*'s right to recover the cost of that *treatment* from the third party at fault (or their insurance company). If we ask a *beneficiary* to do so, he or she must take all steps to include the amount of benefit claimed from *us* under this *policy* in any claim against the person at fault (or their insurance company).

The beneficiary will need to sign and deliver all documents or papers and take any other steps we require to secure our rights. The beneficiary must not take any action which could damage or affect these rights. We can take over and defend or settle any claim, or prosecute any claim, in a beneficiary's name for our own benefit. We will decide how to carry out any proceedings and settlement.

17. Other Insurance

If another insurer also provides cover, we will negotiate with them as regards to who pays what proportion of any claim. If a *beneficiary* is covered by other insurance, we may only pay part of the cost of *treatment*. If another person, organisation or public programme is responsible for paying the costs of *treatment*, we may claim back any of the costs we have paid.

18. Changes to this policy

18.1

No person other than an executive officer of *Cigna Healthcare* has authority to change this *policy* or to waive any of its provisions on *our* behalf, for example, sales representatives, brokers and other intermediaries cannot vary or extend the terms of the *policy*.

18.2

We reserve the right to make any changes to this *policy* that are necessary to comply with any changes to relevant laws and regulations. If this happens, we will write to *you* and tell *you* of the change.

19. Sanctions

It is Cigna Healthcare's global corporate policy to comply with the economic sanctions rules related to individuals, entities, and countries applicable to its global business operations, including but not limited to those imposed by the United Nations, the European Commission, the United States, and Canada. Therefore, Cigna Healthcare will not offer coverage or pay benefits to or on behalf of, any beneficiaries if doing so would violate these sanctions rules. In the event that Ciana Healthcare learns that a sanctioned individual or entity is enrolled under the policy, or that a beneficiary becomes sanctioned, Cigna Healthcare will take all appropriate action, which could include blocking, reporting, and terminating coverage. Cigna Healthcare is under no obligation to notify the beneficiary in advance of taking these actions, or to obtain licenses from any government to enable the extension of coverage in compliance with sanctions laws.

In addition, restrictions will apply to claims incurred in sanctioned countries where there is no relevant, approved license from the U.S. Office of Foreign Assets Control. Among the restrictions, *Cigna Healthcare* will not cover: (I) elective or pre-scheduled *treatment* in sanctioned countries; or (2) *beneficiaries* considered "ordinarily resident" in a sanctioned country. *Beneficiaries* are considered ordinarily resident if they visit a sanctioned country for a period of longer than six (6) weeks over the course of any twelve (I2) month period.

20. Pandemics, Epidemics and Infectious Illnesses

20.I

We will cover medically necessary treatment for disease or illness resulting from a pandemic, epidemic or outbreak of infectious illness, as defined by the World Health Organisation (WHO). The medically necessary treatment and related medical conditions will be covered on an inpatient, daypatient and outpatient (if the International Outpatient option has been selected) basis as per the benefits of the plan selected and according to the terms of the policy. Where prescribed drugs cannot be accessed in the beneficiary's current location as a result of a pandemic, epidemic or outbreak of infectious illness, we will cover the shipment cost in addition to the cost of the prescribed drugs under the terms of the prescribed drugs and dressings outpatient benefit.

20.2

We will cover *medically necessary* testing for pandemic, epidemic or outbreak of infectious illness, on an *outpatient* basis, in line with *policy* coverage for diagnostics for other illnesses, and according to the World Health Organisation (WHO) guidelines.

20.3

When an approved vaccine becomes available in a location through the local social security programmes or governmental agency, we recommend that local government advice is followed and the local health system or government programme is accessed where available.

If the vaccine needs to be delivered in an authorised private setting, and *your* selected plan includes coverage for clinically appropriate vaccines, then the vaccine will be covered on an *outpatient* basis according to the terms of the *policy*, and subject to the appropriate local regulatory authorities deeming the vaccine to be safe and efficient in the country where it will be administered.

We cannot guarantee the availability of a vaccine in any location and *Cigna Healthcare* cannot control how or when any vaccine is distributed.

SECTION 2: GENERAL EXCLUSIONS

We will not offer cover or pay claims when it is illegal for *us* to do so under applicable laws. Examples include but are not limited to, exchange controls, local licensing regulations or trade embargo.

In accordance with clause 19, we will not cover any *beneficiaries* or pay claims in jurisdictions when doing so would violate applicable trade restrictions, including but not limited to: restrictions imposed by the United States Department of Treasury's Office of Foreign Assets Control; the European Union Commission, or; the United Nations Security Council Sanctions Committees.

We cannot be held responsible for any loss, damage, illness and/or *injury* that may occur as a result of receiving medical *treatment* at a *hospital* or from a *medical practitioner*, even when we have approved the *treatment* as being covered.

The following exclusions apply to the International Medical Insurance plan and to all of the extra coverage options. Please also refer to the list of benefits detailed in the Customer Guide, including the notes section for any further restrictions and exclusions that apply, in addition to the General Exclusions. Please also refer to *your Certificate of Insurance* for any special exclusions that may apply.

I. Treatment which is provided by:

- a) a *medical practitioner* who is not recognised by the relevant authorities in the country where the *treatment* is received as having specialist knowledge of, or expertise in, the *treatment* of the disease, illness or *injury* being treated;
- b) a medical practitioner, therapist, hospital, clinic, or facility to whom we have given written notice that we no longer recognise them as a treatment provider. Details of individuals, institutions and organisations to whom we have given such notice may be

obtained by calling *our* Customer Care Team; or

- c) a medical practitioner, therapist, hospital, clinic, or facility which, in our reasonable opinion, is either not properly qualified or authorised to provide treatment, or is not competent to provide treatment.
- 2. Treatment for:
- a) a pre-existing condition; or
- b) any condition or symptoms which result from, or are related to, a *pre-existing condition*.

We will not pay for treatment for a pre-existing condition of which the policyholder was (or should reasonably have been) aware at the date cover commenced, and in respect of which we have not expressly agreed to provide cover.

3. Preventative *treatment*, including but not limited to health screening, routine health checks and vaccinations (unless that *treatment* is available under the International Medical Insurance plan or one of the options for which a *beneficiary* has cover).

Under the International Medical Insurance plan, the limits of cover for preventative *surgery* in respect of *congenital conditions* will apply, other than for cancer.

4. *Treatment* which is provided by anyone who lives at the same address as the *beneficiary*, or who is a member of the *beneficiary*'s family.

5. *Treatment* which is necessary as a result of conflict or disaster including but not limited to:

- a) nuclear or chemical contamination;
- b) war, invasion, acts of terrorism, rebellion (whether or not war is declared), civil war, commotion, military coup or other usurpation of power, martial law, riot, or the act of any unlawfully constituted authority;
- c) any other conflict or disaster events;

where the beneficiary has:

- put him or herself in danger by entering or remaining within a known area of conflict (as identified by a Government in *your country* of nationality, for example the British Foreign and Commonwealth Office);
- ii) actively participated in the conflict; or
- iii) displayed a blatant disregard for their own safety.

6. Any treatment outside your selected area of coverage, unless the treatment can be covered under the 'Out of Area Emergency Hospitalisation Cover' conditions.

7. Travel costs for *treatment* including any fares such as taxis or buses, unless otherwise specified, and expenses such as petrol or parking fees.

8. Any expenses for ship to shore evacuations.

9. *Treatment* in nature cure *clinics*, health spas, nursing homes, or other facilities which are not *hospitals* or recognised medical *treatment* providers. Specifically, we would not cover the costs of nursing care (such as accommodations, meals and living expenses) or of any other form of treatment in a residential or elderly care facility even if the treatment is medically necessary and/or provided by a recognized medical practitioner.

10. Charges for residential stays in *hospital* which are arranged wholly or partly for domestic reasons or where *treatment* is not required or where the *hospital* has effectively become the place of domicile or permanent abode.

II. Costs of *hospital* accommodation for a deluxe, executive or VIP suite.

12. Any prosthetic device or appliance, including but not limited to spectacles (unless the International Vision & Dental module is selected) which is not *medically necessary* and/or does not fall within our definition of *prosthetic device(s)*.

13. Incidental costs including newspapers, telephone calls, guests' meals and hotel accommodation.

14. Costs or fees for filling in a claim form or other administration charges.

15. Non-medical admissions or stays in *hospital* which include:

- a) treatment that could take place on a daypatient or outpatient basis;
- b) convalescence;
- c) admissions and stays for social or domestic reasons e.g. washing, dressing and bathing.

16. Life support *treatment* (such as mechanical ventilation) unless such *treatment* has a reasonable prospect of resulting in the *beneficiary*'s recovery, or restoring the *beneficiary* to his or her previous state of health.

17. Foetal *surgery*, i.e. *treatment* or *surgery* undertaken in the womb before birth, unless this is resulting from complications arising through maternity and shall be subject to the limits detailed in the Complications from Maternity benefit under the International Medical Insurance plan.

18. *Treatment* for, or in connection with, smoking cessation.

19. Treatment that arises from, or is in any way connected with attempted suicide, or any injury or illness that the beneficiary inflicts upon him or herself. We will cover medically necessary mental health care and behavioural health services, including but not limited to counselling and therapy with specialists.

20. Developmental problems, *treatment* for personality and/or character disorders, including but not limited to:

- a) learning difficulties such as dyslexia;
- b) physical development problems such as short height;
- c) affective personality disorder;
- d) schizoid personality disorder; or
- e) histronic personality disorder.

21. Disorders of the temporomandibular joint (TMJ).

22. *Treatment* for a related condition resulting from addictive conditions and disorders.

23. *Treatment* for a related condition resulting from any kind of substance or alcohol use or misuse.

24. *Treatment* needed because of, or relating to, male or female birth control, including but not limited to:

- a) surgical contraception, namely:
 - vasectomy, sterilisation or implants;
- b) non-surgical contraception, namely:pills or condoms;
- c) family planning, namely:
 - meeting a *doctor* to discuss becoming pregnant or contraception.

25. *Treatment* by way of the intentional termination of pregnancy, unless the pregnancy endangers a *beneficiary*'s life or mental stability.

26. *Treatment* for sexual dysfunction disorders (such as impotence) or other sexual problems regardless of the underlying cause.

27. *Treatment* which is intended to change the refraction of one or both eyes, including but not limited to laser *treatment*, refractive keratotomy and photorefractive keratectomy. Note that we will pay for *treatment* to correct or restore eyesight if it is needed as a result of a disease, illness or *injury* (such as cataracts or a detached retina).

28. Gender reassignment *surgery*, including elective procedures and any medical or psychological counselling in preparation for, or subsequent to, any such *surgery*, unless state or federal law requires such coverage. We will cover *medically necessary* behavioural health services, including but not limited to, counselling for gender dysphoria and related psychiatric conditions (such as anxiety and depression) and *medically necessary* hormonal therapy.

29. *Treatment* which is necessary because of, or is any way connected with, any *injury* or sickness suffered by a *beneficiary* as a result of:

- a) taking part in a sporting activity at a professional level;
- b) taking part in a hazardous sporting activity or hobby, including but not limited to off-piste winter sports (including skiing,

ski-touring, snowboarding, heli-skiing or heliboarding), base or bungee jumping, sky diving, tombstoning or cliff jumping, mountaineering or rock climbing, free climbing (without harness or rope), potholing, fell or trail running, motorsports, equestrian sports (for instance horse racing, show jumping, or polo), hunting, bull riding or bull running, parkour, powerlifting, surfing or kitesurfing, white water rafting;

- c) solo scuba-diving; or
- d) scuba-diving at a depth of more than thirty (30) metres unless the *beneficiary* is appropriately qualified (namely PADI or equivalent) to scuba-dive at that depth.

Note: Winter sports performed on marked trails (on-piste) are not considered as hazardous sporting activities. Medically necessary treatment would not be excluded as a result of an incurred injury as long as on-piste winter sport activities are not performed at a competition or professional level.

Hill-walking, hiking and trekking performed on defined on-piste trails is not considered as a hazardous sporting activity as long as specialty equipment is not required (such as use of ropes, harness, karabiner, crampons and protective climbing equipment). Medically necessary treatments following any injury sustained during these non-hazardous activities will be covered under the appropriate inpatient, daypatient or outpatient benefit.

30. *Treatment* which (in *our* reasonable opinion) is experimental, or has not been proven to be effective. This includes but is not limited to:

- a) *treatment* which is provided as part of a clinical trial;
- b) *treatment* which has not been approved by the relevant public health authority in the country in which it is received; or
- c) any drug or medicine which is prescribed for a purpose for which it has not been licensed or approved in the country in which it is prescribed.

31. *Treatment* that is in any way caused by, or necessary because of, a *beneficiary* carrying out an illegal act.

32. Any expenses for:

a) weight loss drugs and slimming aids. These drugs are not covered even if they are prescribed for weight management by a medical practitioner or acknowledged as having therapeutic effects.

b) supplements (such as infant formula and cosmetic products) or substances that are available naturally, such as vitamins, minerals and organic substances, collected over-the-counter (OTC) or through a prescription.

We will cover, however, some supplements and vitamins in case of medical necessity to treat diagnosed vitamin deficiency syndromes, such as iron deficiency, anaemia, or folic acid during pregnancy.

SECTION 3: DEFINITIONS

The words and phrases set out below have the meanings specified. Where those words and phrases are used with those meanings, they will appear in italics in these *Policy Rules*, and in the Customer Guide, including the list of benefits.

Unless otherwise provided, the singular includes the plural and the masculine includes the feminine and vice versa.

Annual renewal date - the anniversary of the start date.

Appropriate age intervals - child and adolescence age schedule up to age seventeen years old as set out by the American Academy of Pediatrics (AAP).

Beneficiaries, beneficiary - anybody named in your Certificate of Insurance as being covered under this policy, including newborn children.

Congenital condition(s) - any abnormality, deformity, disease, illness or injury present at birth, whether diagnosed or not.

Cosmetic - services, procedures or items that are supplied primarily for aesthetic purposes and which are not medically necessary in order to maintain an acceptable standard of health.

Country of habitual residence - the country where a beneficiary habitually resides, as stated in your application.

Country of nationality - any country of which a beneficiary is a citizen, national or subject, as stated in your application.

Daypatient - a patient who is admitted to a hospital or daypatient unit or other medical facility for treatment or because they need a period of medically supervised recovery, but who does not occupy a bed overnight.

An example of daypatient treatment would be attending hospital for chemotherapy as part of cancer treatment or receiving an endoscopy as part of diagnostic testing.

Emergency treatment - treatment which is medically necessary to prevent the immediate and significant

effects of illnesses, injuries or conditions which, if left untreated, could result in a significant deterioration in health. Only medical treatment through a physician, medical practitioner and hospitalisation that commences within twenty four (24) hours of the emergency event will be covered.

End date - the date on which cover under this policy ends, as shown in the Certificate of Insurance.

Evidence-based treatment - treatment which has been researched, reviewed and recognised by:

- the National Institute for Health and Clinical Excellence; or
- > International Clinical Guidelines.

Expatriate - means a beneficiary residing outside of their country of nationality.

Formulary drugs list - A prescription drugs list applicable to all pharmacy claims in the USA. This list is developed by Cigna Healthcare with assistance from our Pharmacy and Therapeutics Committee and is updated twice a year. All the medications included in our formulary drugs list are approved by the U.S. Food and Drug Administration (FDA). Over-thecounter (OTC) medicines (those that do not require a prescription), except insulin, are excluded from our formulary drugs list, unless state or federal law requires coverage of such medicines. We will notify you of any change that affects the coverage of a medication that you are taking at the time of any update

Guarantee of payment - a binding guarantee made by us to pay a provider the agreed costs associated with a particular treatment which we may give to a beneficiary or a medical facility or medical practitioner. **Initial start date** - the first day the beneficiary's cover commenced on the International Medical Insurance plan.

Inpatient - a patient who is admitted to a medical facility and who occupies a bed overnight or longer, for medical reasons. An example of inpatient treatment is undergoing surgery following a heart attack where they will recover in hospital overnight

Medical assistance service - a service which provides medical advice, evacuation, assistance and repatriation in accordance with International Clinical Guidelines. This service can be multilingual and assistance is available twenty four (24) hours per day.

Medical facilities - this includes any organisation or institution which is registered or licensed as a medical or surgical clinic and/or hospital in the country in which it is located where the beneficiary is under the daily care or supervision of a medical practitioner or qualified nurse.

Medically necessary/ medical necessity -

medically necessary covered services and supplies are those determined in accordance with International Clinical Guidelines by the medical team to be:

- required to diagnose or treat an illness, injury, disease or its symptoms;
- orthodox, and in accordance with generally accepted standards of medical practice;
- clinically appropriate in terms of type, frequency, extent, site and duration;
- not primarily for the convenience of the beneficiary, medical practitioner or medical facility; and
- rendered in the least intensive setting that is appropriate for the delivery of the services and supplies.

Where applicable, the medical team may compare the cost effectiveness of alternative services, settings or supplies when determining what the least intensive setting is.

Medical practitioner - a doctor, specialist, qualified nurse or therapist (including speech therapies, dietician or orthoptist), dental surgeon or dental practitioner who is registered, suitably qualified or licensed to practice medicine or provide treatment under the laws of the country, state or other regulated area in which the treatment is provided, and who is not covered under this policy, or a family member of someone covered under this policy.

Outpatient - a patient who attends a hospital outpatient department, consulting room, outpatient clinic or other outpatient medical facility for treatment but is not admitted as a daypatient or an inpatient and does not occupy a bed.

An example of outpatient treatment would be visiting an outpatient clinic to undergo a mole removal where you are not required to be admitted to hospital and do not require general anaesthetic for the procedure.

Period of cover - this policy has a minimum period of cover of three (3) months and a maximum period of cover of twelve (12) months renewable. The period of cover is from the start date to the end date as noted in the Certificate of Insurance or earlier if terminated in accordance with the Policy Rules.

Personal Data - any information relating to an identified or identifiable natural person.

Policy - the policy comprising of:

- the policyholder's Application and any declarations that they made during their enrolment for them and any beneficiaries in the application;
- > these Policy Rules;
- the Customer Guide (which contains the list of benefits and claiming information);
- > your Certificate of Insurance (which displays the policy number, the annual premium, the start date, the deductible and/or cost share amount if selected, details of who is covered, any special exclusions or exclusions that have been removed at an aditional premium and the health plan and selected options where applicable), and;
- > your Cigna Healthcare ID Card.

Policyholder - Person who is aged 18 years or older who has made an application to us which has been accepted in writing by us, and who pays the premium under the policy. **Pre-existing condition** - any disease, illness or injury, or symptoms present before the initial start date of your policy for which:

- medical advice or treatment has been sought or received; or
- the beneficiary knew about and did not seek medical advice or treatment.

Prior authorisation/Prior approval - refers to the formal process of contacting us to obtain confirmation that the medical treatment will be covered and that the medical facility considered is a Cigna Healthcare approved medical provider that meets the Cigna Healthcare quality standards. The approval by us will be based on our medical necessity review process performed by our medical team and we may issue a guarantee of payment, if required, as part of that review. The medical treatment that requires prior authorisation are clearly indicated in the list of benefits in your customer guide. Failure to obtain the required prior authorisation from us will result in reducing the amount which we will pay towards that treatment.

Selected area of coverage - means either:

- > Worldwide, including USA (every country throughout the world, excluding any country with whom, at the date of commencement of treatment, the Federal Government of the USA has prohibited trade to the extent that payments are illegal under applicable law.); or
- > Worldwide, excluding USA (worldwide, with the exception of the USA).

Special category data - personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs or trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health and data concerning a person's sex life or sexual orientation..

Start date - the date on which coverage under this policy starts, as shown in the Certificate of Insurance.

Treatment - any surgical or medical treatment controlled by a medical practitioner and takes place in a medical facility that is medically necessary to diagnose, cure or substantially relieve disease, illness or injury.



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