Global Health Options

POLICY RULES

Terms, General Exclusions, and Definitions relating to your CIGNA ACA GLOBAL HEALTH℠ plan

A Global Individual Healthcare Plan Compliant with the Minimum Essential Coverage terms of the USA Patient Protection Affordable Care Act (PPACA)

Together, all the way.℠

Cigna®

CIGNA ACA GLOBAL HEALTH℠ POLICY RULES

Please read the *Policy Rules* along with *your application*, your *Certificate of Insurance* and your *Customer Guide* as they all form part of *your* contract between *you* and *us*.

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IMPORTANT INFORMATION

The insurance will be provided by:

Cigna Life Insurance Company of Europe S.A-N.V
52 Avenue de Cortenbergh
1000 Brussels
Belgium

This *policy* is designed for expatriates who are either US citizens relocating overseas or non-US citizens relocating to the *USA* and who in each case are required to have medical cover as prescribed by the US *PPACA.*

It does not provide any cover for the cost of *treatment* in a country of which a *beneficiary* is a national at the time of *treatment* (for example, the cover does not cover the costs of a US citizen obtaining any treatment in the *USA)* except where the *beneficiary* is on a visit to that country and all such visits last for less than ninety (90) days in aggregate during the *period of cover.* See clause 16 for full details.

This *policy* is compliant with the *minimum essential coverage terms* of *PPACA* and will not be subject to medical underwriting.

If *you* do not fully understand the terms and conditions of this *policy*, then *you* should contact *us* within fourteen (14) days of the *start date* shown on your *Certificate of Insurance.*

If the *policy* does not meet *your* needs, or has not been issued in accordance with *your* intention, *you* may ask *us* to cancel it within fourteen (14) days of the *start date* shown on *your Certificate of Insurance*. If no claims have been made, and no *guarantees of payment* or prior approvals have been put in place, *we* will refund any premium which has been paid.

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

If *you* are a non-US citizen, this *policy* does not replace any state health insurance scheme *you* may be required to have in *your country of nationality. You* may wish to take appropriate advice before stopping contributions to any local state health insurance scheme of which *you* are a member.

SECTION 1: GENERAL TERMS AND CONDITIONS

1. Scope of cover

Subject to the terms, conditions, limits and exclusions set out in this *policy, Cigna* shall reimburse medical and related expenses relating to *treatment* provided for *injury* and *sickness* and *appropriate preventative care*. The *treatment* must occur during the *period of cover* and any *cost share* and limits of cover may apply.

2. Policy documents

These *Policy Rules*, *your application, your Certificate of Insurance* and the *Customer Guide* constitute the entire contract between *you* and *us. You* should read these documents carefully.

3. Policy eligibility

3.1

You may only purchase a *policy* if *you* are aged no younger than eighteen (18) years old and no older than sixty four (64) years old at the *start date* of the *policy.*

3.2

We will not provide cover for any person aged sixty five (65) years old, or older, at the *start date* or proposed *annual renewal date* of any *policy.*

3.3

Residing in the *USA*

If *you* are not a US citizen and will be residing in the *USA, you* and each *beneficiary* must have an *eligible visa* throughout the *period of cover*.

3.3.1

As part of the *application* process, *we* require *you* to provide *us* with a copy of the *eligible visa* for each *beneficiary* (such copies will be stored by *us*).

3.3.2

You must inform *us* immediately should *you* or any *beneficiary* cease to hold an *eligible visa* or otherwise lose the right to live and/or work in the *USA*.

3.3.3

We reserve the right to periodically check that *beneficiaries* are still in possession of an *eligible visa* and require *you* to provide relevant evidence to *us*.

3.3.4

Although the *policy* may commence on the *start date*, no claims will be paid or any *guarantees of payment* provided until such time as *we* receive relevant copies of the *eligible visas* for all *beneficiaries*.

3.3.5

We reserve the right to cancel this *policy* in relation to any *beneficiary* in circumstances where *we* have not been provided with evidence (to our satisfaction) that a *beneficiary* holds an *eligible visa*. In particular, *we* may exercise this right in circumstances where such evidence has not been provided within thirty (30) days of the *start date* of *the policy*.

3.4

This *policy* is not available to US citizens or US nationals whose *country of habitual residence* is a *US territory.*

4. When does the cover begin?

4.1
The cover will begin on the *start date* shown on the first *Certificate of Insurance* which *we* send to *you*, however if *you* are a non-US national who will be residing in the *USA* *we* will not meet any claims or provide any *guarantees of payment* in respect of any *beneficiary* until such time as *we* receive a copy of their *eligible visa* and such other information as *we* requested.

4.2
If *you* choose to buy cover for any additional *beneficiaries*, their cover will begin on the *start date* shown on the first *Certificate of Insurance* on which they are listed.

5. When does the period of cover end?

5.1
This *policy* is an annual contract. This means that, unless it is terminated earlier or renewed, the cover will end one (1) year after the *start date*. For example, if the *start date* is 1 January, the final day of cover will be 31 December.

5.2
Cover will automatically end for any *beneficiary* if:

5.2.1
the *beneficiary* dies (although any *benefits* which may be payable after death, such as repatriation of mortal remains, will still be paid); or

5.2.2
the *policy* is terminated. The circumstances in which *you* or *we* can terminate the *policy* are explained in clause 13; or

5.2.3
a *beneficiary* has not provided *us* with evidence that they hold an *eligible visa*.

5.3
Cover will not be renewed in respect of any *beneficiary* who is aged sixty five (65) years or older on the *annual renewal date* of any *policy.*

5.4
If *you* die, cover will end for all *beneficiaries*. If this happens, *we* will try to contact any other *beneficiaries* who are covered under this *policy*, and offer them the opportunity to continue the cover until the *end date*, with one of them taking over as *policyholder*. If the *beneficiary* does wish to continue the cover, they must respond, in writing, within thirty (30) days, to confirm their acceptance. If they do not do so, 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.

5.5
If this *policy* ends before the normal *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 and no *guarantees of payment* or prior approvals have been put in place during the *period of cover*.

If the *policy* ends before the normal *end date* and *you* have made claims under it, *you* will be liable for the remainder of any premiums in respect of the *policy* which are unpaid.

6. How is the policy renewed?

6.1

If *we* determine to renew the *policy* then *we* will write to *you* at least one (1) calendar month before the *end date* and ask *you* whether *you* want to renew the cover *you* currently have. *We* will also inform *you* of any changes to the premiums, definitions, *benefits* and terms and conditions which will apply on renewal.

6.2

If *you* choose to renew, *you* do not need to do anything, and *your* cover will be renewed automatically for another twelve (12) months subject to the terms of this *policy* (including *our* right to request confirmation that *you* and all *beneficiaries* are still in possession of an *eligible visa*).

If *you* do not want to renew *your* cover, *you* must let *us* know at least seven (7) days before *your policy end date*. Renewal is subject to the definitions, *benefits* and terms and conditions of the *Policy Rules* in force at the time of renewal. If *we* determine not to renew *your* cover (including for the reasons detailed in clause 13.1), *we* will give you notice as described in clause 13.5. Any decision by *Cigna* not to renew shall not be based on *your* claims history or any illness, *injury* or condition suffered by any *beneficiaries*.

6.3

If *you* do not renew *your* cover, any *beneficiaries* who have been covered under the *policy* can apply for their own cover.

6.4
Moving to another *Cigna* plan at renewal

If *you* move to another of *our Cigna* plans at renewal, *you* will be subject to medical underwriting, however any pre-existing condition that was present prior to the initial *start date* of this *policy*, may be subject to special terms and an additional premium may be payable if the condition is to be included. The terms and conditions of the new plan will be different from this *policy* and the premium will be different. Any *treatment* that has started whilst *you* are on this plan, will be paid under the terms of this *policy*.

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7. Who is covered?

7.1

You may add family members as *beneficiaries* to *your policy*. In order to do so, *you* must include them in *your application*. *We* will include their names on *your Certificate of Insurance*.

We will not provide cover to any *policyholder* or *beneficiary* who is aged sixty five (65) years or older on the *start date* or *annual renewal date* of a *policy*.

All *beneficiaries* residing in the *USA* during any *period of cover* must hold an *eligible visa* to be included in the *policy*.

7.2

We will not provide cover to any *beneficiary* where *we* believe (acting reasonably) that the *policy* has been purchased by or premiums have been or are being reimbursed by another insurer or health organization, or in circumstances where a *beneficiary* does or is eligible to participate in any health insurance plan provided by their employer.

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8. Can I add or remove beneficiaries part way through the period of cover?

8.1
Unless there has been a relevant *qualifying life event*, *you* may add or remove a *beneficiary*, subject to the terms of these *Policy Rules*, only when *you* are renewing the cover at the end of an annual p*eriod of cover*. For example, if the *start date* shown on *your Certificate of Insurance* is 1 January, *you* may only add or remove a new *beneficiary* with effect from 1 January the following year.

8.2
If there has been a relevant *qualifying life event*, *you* may add or remove the other person involved in that *qualifying life event* as a *beneficiary* part way through the *period of cover*. If *you* would like to add a new *beneficiary* on this basis, *you* must send *us* a completed *application* for that person.

We will then tell *you* the amount of any additional premium which would apply. Cover for the new *beneficiary* will begin from the date on which *you* confirm *your* acceptance.

Acceptance of a *beneficiary* for cover is subject to clause 3.

We will send *you* an updated *Certificate of Insurance* to confirm that the new *beneficiary* has been added.

8.3
If *you* or *your spouse* gives birth, *you* may apply to add the newborn as a *beneficiary* to *your* existing plan.

9. What is covered?

9.1
This *policy* covers certain costs of services or supplies which are recommended by a *medical practitioner*, and which are *medically necessary* for the care and *treatment* of an *injury* or *sickness*, as determined by *us* and/or *Appropriate Preventative Care.*

9.2
The costs which are covered are set out in the *Customer Guide.* There may be some *benefits* that are not subject to *PPACA minimum essential coverage benefits* as detailed in the *policy documents.*

9.3
Any claim is subject to the applicable *cost share* and limits of cover and the terms and conditions set out in these *Policy Rules and* the *Customer Guide.*

9.4
This *policy* will not cover any costs for *treatment* received before the cover starts, or after the cover ends (even if that *treatment* was approved by *us* before the cover ends).

10. Coverage options

10.1
The *Core plan* is provided to every *beneficiary. The benefits* which are available (subject to the applicable terms, conditions, limits and exclusions) are set out in 'Your Benefits in Detail' in the *Customer Guide.*

10.2
You may (if *you* pay additional premium) add to the cover provided under the *Core plan* by choosing one or more from the following extra coverage options. If *you* do, the extra coverage will apply to all *beneficiaries* under *your policy*.

10.2.1
International Vision and Dental (not applicable to *beneficiaries* aged less than twenty two (22) years as covered in *our Child Wellness benefit*); and

10.2.2
International Medical Evacuation.

10.3
Details of the extra coverage options are set out in 'Your Benefits in Detail' in the *Customer Guide.*

10.4
Coverage options cannot be changed at *your* request during the *period of cover.* If *you* want to add or remove coverage options, *you* should let *us* know before the *annual renewal date.*

10.5
The plan provides worldwide coverage, however, *we* will not cover *you* or any *beneficiaries* or pay claims 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.

10.6
We will not provide cover to any *beneficiary* who is a US citizen or US national and *their country of habitual residence* is the *USA*, or any *beneficiary* who is a US citizen or US national who is resident in a *US Territory* and that *beneficiary's country of habitual residence* is a *US Territory.*

11. Premium and other charges

11.1
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.

11.2
Payments must be made in the currency and in the manner detailed on *your Certificate of Insurance.*

11.3
We will not accept payment of premium by another insurer or medical organization on behalf of any *beneficiary.*

11.4
We will apply certain penalties if any *beneficiaries* do not seek prior authorisation for all *treatment.* A list of *Cigna* network of *hospitals, clinics* and *medical practitioners* is available in *your* secure online Customer Area.

11.5
You are responsible for paying the premium and any other charges as detailed on *your Certificate of Insurance,* and are also responsible for making sure these payments are made on time.

11.6
If *you* do not pay premium and 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.

11.7

The premium and/or other charges may vary from year to year. *We* will write to *you* before the *annual renewal date* to tell *you* about the premium and/or other charges which will apply during the next *period of cover*.

12 Cost share and Out of pocket maximum

Any *payments* by a *beneficiary* under this plan (excluding premium) are subject to the provisions below, limited to the *out of pocket maximum.*

Treatment in the USA

Only *coinsurance* incurred with an *in-network provider* will be included in any calculation of *your out of pocket maximum.*

No *cost share* applies to the Wellbeing and Preventative Care Programme *benefit* or the *Child Wellness and Preventative care benefit* as detailed in the *list of benefits* in the *Customer Guide.*

You can choose the *out of pocket maximum* (within the prescribed range of options as set out in *your Customer Guide).*

You can request to change *your cost share* (within the prescribed range of options as set out in *your Customer Guide*) with effect from *your annual renewal date*.

Any other amounts arising as a consequence of a failure by a *beneficiary* to obtain proper prior authorisation from *us* or any *coinsurance* amounts as a result of using *out of network providers* in the *USA* are not subject to the *out of pocket maximum.*

12.1 Deductible

We will reduce the amount which *we* will pay towards the cost of *treatment* in respect of each claim which is made under the *Core plan*, if applicable, by the amount of any *deductible* until the *out of pocket maximum* has been reached for that *period of cover (*subject to the mandated policy/family level maximums).

12.1.1
The *deductible* applies separately to each *beneficiary* (subject to the mandated policy/family level maximums), each coverage option, and each *period of cover.*

12.1.2
You can choose to have a *deductible* on the *Core plan*. If *you* do so, *your* premium will be lower than it otherwise would be. If *you* would like to apply a *deductible, you* should tell *us* so in *your application.* The *deductible* does not apply to any of the extra coverage options *you* have selected.

12.2 Coinsurance

We will reduce the amount *we* pay towards the cost of *treatment* in respect of each claim which is made under the *Core plan*, if applicable, by the *coinsurance* percentage *you* have selected until the *out of pocket maximum* has been reached for *that period of cover* (subject to the mandated family/policy level *out of pocket* maximum).

12.2.1
The *coinsurance* applies separately to each *beneficiary* (subject to the mandated family/policy level *out of pocket* maximum), each coverage option, and each *period of cover*.

12.2.2
You can choose to have a *coinsurance* on the *Core plan*. If *you* do so, *your* premium will be lower than it otherwise would be. If *you* would like to apply a *coinsurance, you* should tell *us* so in your *application*. The *coinsurance* does not apply to any of the extra coverage options *yo*u have selected.

12.3
Only amounts *you* pay related to the *coinsuranc*e and the *deductible (cost share)* on the *Core plan* are subject to the capping effect of the *out of pocket maximum.* Any amounts due to penalties for not obtaining proper prior authorisation or any *coinsurance* amounts as a result of using *out of network providers* in the *USA,* are not subject to the *out of pocket maximum.*

12.4
You will be responsible for paying the amount of any *deductible* or *coinsurance (cost share)* directly to the *hospital, clinic* or m*edical practitioner. We* will let *you* know what this amount is.

13. Termination of cover

13.1
Subject to any conflicting legal or regulatory requirements *we* may terminate this *policy* immediately or on such period of notice as *we* may determine as reasonable in *our* sole discretion if:

13.1.1
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; or

13.1.2
it becomes unlawful for *us* to provide any of the cover available under this *policy;* or

13.1.3
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; or

13.1.4
we determine, on reasonable grounds, that *you* have, in the course of applying for the *policy* or when making any claim under it, 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; or

13.1.5
we are no longer in the market to sell the *policy* or a suitable alternative in *your* geographical area; or

13.1.6
changes in US legislation mean that *we* are no longer able or determine (at *our* sole discretion) that *we* no longer wish to continue to offer the *policy*; or

13.1.7
a *beneficiary* who is resident in the *USA* is no longer in possession of an *eligible visa*; or

13.1.8
a *beneficiary* who is a US citizen returns home to the *USA* from *overseas*; or

13.1.9
we determine, on reasonable grounds that the *policy* has been funded by another medical or health insurer

or organisation either paying or reimbursing the costs of some or all of the premium; or

13.1.10
a *beneficiary* has or is eligible to join a health insurance plan offered by their employer.

13.2
If *you* want to terminate this *policy* and end cover for all *beneficiaries, you* may do so at any time by giving *us* at least seven (7) days' notice in writing.

13.3
If this *policy* ends before the normal *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 and no *guarantees of payment* or prior approvals have been put in place during the *period of cover.* If *your* policy is terminated in accordance with clause 13.1.4, however, *we* may not refund any premiums *you* have paid and *payment* of any claims *you* have made under *your policy* may also not be made.

If the *policy* ends before the normal *end date* and *you* have made claims under it, *you* will be liable for the remainder of any premiums in respect of the *policy* which are unpaid.

13.4
If *treatment* has been authorised, *Cigna* will not be held responsible for any *treatment* costs if the p*olicy* ends or a *beneficiary* leaves the *policy* before *treatment* has taken place.

13.5
We will wherever possible, write to *you* at least one (1) month before the *end date* to give *you* written notice that the *policy* will not be renewed with effect from the *end date.*

14. Your duty of reasonable care

You must take reasonable care to answer all questions from *us* honestly, accurately and in full. If *you* fail to do so, or if *you* deliberately or recklessly provide *us* with information which *you* know or believe to be untrue or inaccurate, this could result in *us* cancelling *your policy*, reducing the value of any claims payment which *you* are due, or in refusing to pay a claim or claims altogether.

15. Fraud

Any *beneficiary* who, knowingly and with intent to defraud any insurance company or other person: (1) files an application for insurance or statement of claim containing any materially false information; or (2) conceals for the purpose of misleading, information which has been asked for, commits a fraudulent insurance act, which is a crime.

16. Expatriates and Nationals

16.1
This *policy* does not cover any costs of *treatment* in a country of which the *beneficiary* receiving *treatment* is a national, except where the *beneficiary* is on a visit to that country and all such visits last for less than ninety (90) days in aggregate during the *period of cover*.

16.2
If any *beneficiary* is not, or ceases to be, an *expatriate* (whether as a result of a change of nationality or a change of habitual residence), they will cease to be eligible to be covered by this *policy* and *we* will no longer reimburse any claims or provide any *guarantee of payment* in respect of such *beneficiary*, in such circumstances the *policyholder* can:

16.2.1
leave the *policy* in force. Cover will remain unaffected for any *beneficiary* who *is* an *expatriate*; or

16.2.2
terminate the *policy* in accordance with clause 13.2, in which case clauses 13.3 and 13.4 will apply.

16.3
In some instances, *we* may need to end the cover if a change of *country of habitual residence* would make it unlawful for *us* to provide *you* with cover or would result in a breach of regulations governing the provision of healthcare cover to local nationals, residents or citizens.

16.4
We reserve the right to ask *you* for further information about a change in *your country of habitual residence*. A change to *your country of habitual residence* may result in an increase to *your* premium or additional tax becoming payable, meaning *you* have to make an additional payment of premium or *your* quarterly or annual payments may increase. If the premium increases, *we* will give *you* the right to cancel, in accordance with clause 13.2, in which case clauses 13.3 and 13.4 will apply.

17. Change of address and nationality

17.1
We will send any communication and notices in relation to this *policy* to the postal address or email address *you* have provided. If *you* have chosen to receive *your policy documents* electronically, *we* will place them in *your* secure online Customer Area.

17.2
You must tell *us* if any *beneficiaries* change address, *country of habitual residence*, or *country of nationality*. *We* will then send *you* an updated *Certificate of Insurance* by the means which *you* have chosen (postal address *you* have provided or placing in *your* secure online Customer Area).

18. Contacting you

If *we* need to contact *you* in relation to this *policy,* or if *we* need to give *you* notice that *we* are going to amend or terminate this *policy, we* will write to *you* at the postal address or email address *you* have given *us.*

19. Contacting us

19.1
In some circumstances, which are explained in these rules, *you* may need to contact *us* in writing. If so, *you* should write to *us* at:

Cigna Global Health Options
Customer Care Team
1 Knowe Road
Greenock
Scotland PA15 4RJ

or email *us* at:
cignaglobal_customer.care@cigna.com

19.2
In other circumstances *you* can call *our* Customer Care Team 24/7 on: +44 (0) 1475 788 182 or from inside the USA on 800 835 7677.

20. Changes to this policy

20.1
No person other than an executive officer of *Cigna* 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.*

20.2
We reserve the right to change this *policy* to comply with any changes to relevant laws and regulations. If this happens, *we* will write and tell *you* of the change.

20.3
We also reserve the right to make changes to the terms of cover on renewal. *We* will give *you* at least one (1) calendar months' notice of such changes and the changes will take effect from the *annual renewal date*.

21. Who can enforce this policy?

Only *we* and *you* have legal rights in connection with this *insurance. This* means that only *we* or *you* may enforce the agreement (although *we* will allow anyone who is covered under this *policy* to use *our* complaints process).

22. Our right to recover 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.

23. Other Insurance

If another *insurer* also provides *you* or any *beneficiaries* with cover, *you* must authorize *us* to discuss any *claim* with them and to negotiate with them as regards who pays what proportion of any claim.

24. Data Protection

24.1
Cigna needs to collect and process *your* personal information relating to *you*, for example *your* name, address, date of birth, telephone numbers and sensitive information such as details of health information relating to *you*, for the purposes of administering this *policy* and providing the *insurance*. *You* consent to *Cigna* collecting and processing all personal and sensitive information relating to *you* to the extent reasonably necessary for these purposes.

24.2
Telephone calls to and from *Cigna* may be recorded, for quality control.

Under the EU Data Protection Directive (Directive 95/46/EC) and the Data Protection Act 1998, *we* act as the data controller for the personal data *we* hold.

This data will be processed by *us* to carry out *our* obligations, and *we* may need to share it, in certain circumstances, with third parties (such as healthcare providers or suppliers) who assist *us* in carrying out *our* obligations to *you*) which may mean in certain instances *we* need to transfer data outside the European Economic Area (EEA). Where *we* do this, *we* take appropriate steps to ensure *your* data is secure and protected.

If *you* would like a copy of the information *we* hold about *you*, please write to *us* quoting *your policy* number. Please note that *we* may charge a reasonable fee to provide this information.

24.3
To help *us* detect and prevent fraud, *we* may need to share information with other insurers or organisations. If *we* need to share information for this reason, *we* will only share information which is required to enable the prevention or detection of fraud or attempted fraud, and will not share information about any *beneficiary* which is not necessary for these purposes.

24.4
If any *beneficiary* does or is required to submit a medical questionnaire in relation to cover provided by this *policy* or provides any sensitive information (such as details of any health conditions) this information will only be used by *our* clinical team to assist with the *treatment* of any *condition* and for no other purpose.

25. Language

You have asked for all of the *policy documents* and all communications in relation to this *policy* to be provided in English. All such documents and communications will be provided in English only. A language assistance service is available, if required.

26. Regulatory Information

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.

27. Complaints

27.1
Any complaint should in the first instance be sent to us at:

Cigna Global Health Options
Customer Care Team
1 Knowe Road
Greenock
Scotland
PA15 4RJ

27.2
If the complaint is not resolved, you may complain to one of the following complaints bodies:

Ombudsman des Assurances
Square de Meeûs 35, boîte 6
1000 Bruxelles

Ombudsman van de Verzekeringen
de Meeûssquare 35, bus 6
1000 Brussel

Telephone: +32 (2) 547 58 71
Fax: +32 (2) 547 59 75
Email: **info@ombudsman.as**

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

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

28 Applicable law and jurisdiction

28.1
This *policy* is governed by, and will be interpreted in accordance with, English law.

28.2
Any disputes about this *policy,* including disputes about its validity, formation and termination, will be determined in the courts of England and Wales.

SECTION 2: GENERAL EXCLUSIONS

These are *your* General Exclusions. Please also refer to the *list of benefits* detailed in the *Customer Guide*, including the notes section for any further restrictions that apply, in addition to the General Exclusions.

1.
Cover under this *policy* is subject to the following general exclusions:

1.1
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.

1.2
We will not cover *you* or pay claims 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.

1.3
We will not pay a claim which *we* have reasonable grounds to suppose has been made fraudulently.

1.4
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.

1.5
We will not provide cover for *Child Wellness and Preventative Care Benefits* for any *beneficiary* who is aged twenty two (22) years old or older at the *annual renewal date* of the *policy*.

1.6
If a *beneficiary* does not have cover under the International Vision and Dental or International Medical Evacuation options, *we* will not pay for any of the *treatments* or other *benefits* which are available under those options.

1.7
The following exclusions apply to the Core plan and to all of the extra coverage options.

We will not pay for:

1.7.1
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.

1.7.2
Non-medical admissions or stays in *hospital* which include:

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

1.7.3
Costs of *hospital* accommodation for a deluxe, executive or VIP suite.

1.7.4
Donor organs:

a) mechanical or animal organs, except where a mechanical appliance is temporarily used to maintain bodily function whilst awaiting transplant;

b) purchase of a donor organ from any source; or

c) harvesting and storage of stem cells, when a preventative measure against possible future disease.

1.7.5
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 *Customer Guide* within the Complications from Maternity section of *your policy*, where covered.

1.7.6
Footcare by a Chiropodist or Podiatrist.

1.7.7
Sleep disorders unless there are indications that the *beneficiary* is suffering from severe sleep apnoea. In these circumstances, *we* will only pay for:

- one sleep study;
- the hire of equipment such as a Continuous Positive Airway Pressure (CPAP) machine.

If it is *medically necessary*, *we* will pay for *surgery*.

1.7.8
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*.

1.7.9
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.

1.7.10
Treatment for, or in connection with, smoking cessation, with the exception of any tests, screenings, interventions and counselling services as described in the *list of benefits* in the *Customer Guide* and any others as determined by the *USPSTF.*

1.7.11
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 a known area of conflict (as identified by a Government in *your country of nationality*, for example the British Foreign and Commonwealth Office);
- actively participated in the conflict; or
- displayed a blatant disregard for their own safety.

1.7.12
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, with the exception of any tests, screenings and counselling services as described in the *list of benefits* in the *Customer Guide* and any others as determined by the *USPSTF.*

1.7.13
Treatment for or in connection with speech therapy that is not restorative in nature, or if such therapy is:

a) used to improve speech skills that have not fully developed;

b) can be considered educational; or

c) is intended to maintain speech communication.

1.7.14
Developmental problems including:

a) learning difficulties such as dyslexia;

b) autism or attention deficit disorder (ADHD);

c) physical development problems such as short height.

1.7.15
Disorders of the temporomandibular joint (TMJ).

1.7.16
Treatment for obesity, or which is necessary because of obesity. This includes, but is not limited to, slimming classes, slimming aids and slimming drugs, with the exception of any tests, screenings and counselling services as described in the *list of benefits* in the *Customer Guide* and any others as determined by the *USPSTF.*

We will only pay for bariatric *surgery* if a *beneficiary*:

- is more than twice their ideal weight, or one hundred (100) pounds or more above the ideal weight, whichever is greater or has a body mass index (BMI) of forty (40) or over and has been diagnosed as being morbidly obese and the *beneficiary* has been morbidly obese for at least five (5) years; and
- non-surgical methods of weight reduction have been unsuccessfully attempted for at least five (5) years under the supervision of a *doctor*; and
- has been through a psychological assessment which has confirmed that it is appropriate for them to undergo the procedure.

1.7.17
Treatment in nature cure *clinics*, health spas, nursing homes, or other facilities which are not *hospitals* or recognised medical *treatment* providers.

1.7.18
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.

1.7.19
Treatment needed because of or relating to male or female birth control, that is not detailed in the *list of benefits* in the *Customer Guide*, or which is not approved as a contraceptive measure by the US Food and Drug Administration in the *USA* or otherwise not prescribed as such by the *USPSTF*.

1.7.20
Treatment relating to infertility (other than investigation to the point of diagnosis and any tests, screenings and counselling services as described in the *list of benefits* in the *Customer Guide* and any others as determined by the *USPSTF*), fertility *treatment* of any sort, or *treatment* of complications arising as a result of such *treatment*. This includes, but is not limited to:

a) in-vitro fertilisation (IVF);

b) gamete intrafallopian transfer (GIFT);

c) zygote intrafallopian transfer (ZIFT);

d) artificial insemination (AI);

e) prescribed drug *treatment*;

f) embryo transportation (from one physical location to another); or

g) ovum and/or semen donation and related costs.

We will pay for investigations into the cause of infertility if:

a) the *specialist* wishes to rule out any medical cause;

b) the *beneficiary* has been covered under this *policy* for two (2) consecutive years before the investigations have commenced; and

c) the *beneficiary* was unaware of the existence of any infertility problem, and had not suffered any symptoms, when their cover under this *policy* commenced.

1.7.21
Treatment by way of the intentional termination of pregnancy, unless the pregnancy endangers a *beneficiary's* life or mental stability.

1.7.22
Treatment directly related to surrogacy. *We* will not pay *maternity benefits*:

a) to a *beneficiary* who acts as a surrogate; or

b) to anyone else acting as a surrogate for a *beneficiary*.

1.7.23
Nursery care for a newborn in *hospital*, unless the mother is required to remain in *hospital* due to *medical necessity* for *treatment* that is covered by this *policy*.

1.7.24
Treatment for more than ninety (90) continuous days for a *beneficiary* who has suffered permanent neurological damage and/or is in a *persistent vegetative state (PVS)*.

1.7.25
Treatment for sexual dysfunction disorders (such as impotence) or other sexual problems regardless of the underlying cause, with the exception of any tests, screenings and counselling services as described in the *list of benefits* in the *Customer Guide* and any others as determined by the *USPSTF.*

1.7.26
Treatment in the *USA* or *overseas* if *we* know or reasonably suspect that the cover was purchased primarily for the purpose of receiving *treatment* for pre-existing conditions and the *beneficiary* travelled to the *USA* or *overseas* primarily for the purpose of obtaining such *treatment*.

1.7.27
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.

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).

1.7.28
Travel costs for *treatment* including any fares such as taxis or buses, unless otherwise specified, and expenses such as petrol or parking fees.

1.7.29
Any expenses for international emergency services which were not approved in advance by the *medical assistance service*, where applicable.

1.7.30
International services expenses for emergency evacuation, medical repatriation and transportation costs for third parties where the *treatment* needed is not covered under this *policy*.

1.7.31
Any expenses for ship-to-shore evacuations.

1.7.32
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 on a professional basis;

b) solo scuba-diving; or

c) 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.

1.7.33
Treatment which (in *our* reasonable opinion) is experimental, is not *orthodox*, 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 (with the exception of routine patient costs for qualified individuals participating in approved clinical trials); or

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.

1.7.34
Any form of plastic, *cosmetic* or reconstructive *treatment*, the purpose of which is to alter or improve appearance even for psychological reasons, unless that *treatment* is *medically necessary* and is a direct result of an illness or an *injury* suffered by the *beneficiary*, or as a result of *surgery*. This includes but is not limited to:

a) facelifts (rhytidectomy);

b) nose reshaping (rhinoplasty);

c) liposuction and other procedures which remove fat tissue;

d) hair transplants; and

e) *surgery* to change the shape of, enhance or reduce breasts (other than reconstructive and cosmetic surgeries related to a malignant disease process or its treatment including mastectomy and breast reconstruction following *treatment* for *cancer*).

We will only pay for plastic, c*osmetic* or reconstructive *treatment* if the illness, *injury* or *surgery* as a result of which the *treatment* is required took place during the *beneficiary's* current continuous *period of cover* and is itself covered under the *policy* (with the exception of cosmetic and reconstructive *surgery* procedures and related expenses when the *surgery* is required as the result of a birth defect or accidental *injury*).

1.7.35
Appliances for *beneficiaries* who are aged twenty two (22) years and older, including but not limited to hearing aids and spectacles (unless the International Vision & Dental option is selected) which do not fall within *our* definition of *surgical appliances* and/or *medical appliances*.

1.7.36
Incidental costs including newspapers, taxi fares, telephone calls, guests' meals and hotel accommodation.

1.7.37
Costs or fees for filling in a claim form or other administration charges.

1.7.38
Costs that have been or can be paid by another *insurance* company, person, organisation or public programme. 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.

1.7.39
Treatment that is in any way caused by, or necessary because of, a *beneficiary* carrying out an illegal act.

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.

A

'Active treatment' - *treatment* which is intended to shrink a *cancer*, stabilise it or slow down the spread of the disease. This excludes *treatment* given solely to relieve symptoms.

'Acute' - a disease, *illness* or *injury* that is likely to respond quickly to *treatment* which aims to return the *beneficiary* to the state of health he or she was in immediately before suffering the disease*, illness* or *injury*, or which leads to his or her full recovery.

'Annual renewal date' - the anniversary of the *start date*.

'Application' - the *policyholder's* application (whether they have sent in a form directly to *us* or through a broker or applied online or through *our* telemarketers), and any declarations that they made during their enrolment for them and any *beneficiaries* included in the application.

'Appropriate preventative care' - preventative care as advised or prescribed by the US Preventative Services Task Force (USPSTF), Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention (ACIP) or USA Health Resources and Services Administration (HRSA).

B

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

'Benefit(s)' - any benefit(s) shown in the *list of benefits*.

C

'Cancer' - a malignant tumour, tissues or cells, characterised by the uncontrolled growth and spread of malignant cells and invasion of tissue.

'Certificate of Insurance' - the certificate issued to the *policyholder*. This shows the policy number, *start date*, the *cost share* amount, the *out of pocket maximum*, details of who is covered and *benefits* which apply.

'Child Wellness and Preventative Care Benefits' – a range of *benefits* set out in accordance with the USA Health Resources and Services Administration (HRSA) and the guidelines as set out by the American

Academy of Paediatrics (AAP) and Bright Futures for children up to age 21 years old. The *benefits* are detailed in the *Customer Guide*.

'Cigna', 'we', 'us', 'our', 'the insurer' - See 'Important Information' section on page 3 of these *Policy Rules* for details of the *Cigna* insurer providing your *policy*.

'Clinic(s)' - a health care facility which is registered or licensed in the country in which it is located, primarily to provide care for *outpatients* and where care or supervision is by a *medical practitioner*.

'Complementary therapist' - an acupuncturist, homeopath or practitioner of Chinese medicine who is appropriately qualified and entitled to practise in the country where t*reatment* is given.

'Congenital condition' - any abnormality, deformity, disease*, illness* or *injury* present at birth, whether diagnosed or not.

'Core plan' – means coverage for all types of *inpatient*, *daypatient and outpatient* treatments, including *Child Wellness & Preventative care* benefits as detailed in the *list of benefits* in *your Customer Guide*.

'Coinsurance' - is the percentage of each claim which a *beneficiary* must pay themselves. There may be separate *coinsurance* amounts for *treatment* that takes place at an *in-network provider* and at an *out of network provider* and any treatment outside of the *USA*. These will be shown in the *Certificate of Insurance*.

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

'Cost Share'- means the *deductible* and *coinsurance* option *you* selected during *your application*.

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

'Country of nationality' - any country of which a *beneficiary* is a citizen, national or subject, as stated on y*our application.*

'Customer Guide' - contains the list of *benefits* and claiming information and forms part of the *policy*.

D

'Daypatient treatment' - care involving admission to *hospital* and using a bed but not staying overnight. In respect of *USA* based admissions, this also includes surgical procedures carried out in the doctor's surgery.

'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.

'Deductible' - is the amount of any claim which a *beneficiary* must pay themselves. This will be shown in the *Certificate of Insurance*, if selected.

'Dental emergency' - where either severe pain which is not amenable to relief by painkillers or facial swelling or uncontrollable bleeding after an extraction is being suffered and it is either outside the business hours of a *beneficiary's* usual dentist or the *beneficiary* is staying at a place which is away from the dental practice he or she usually visits. The *treatment* covered in such an instance is to purely stabilise the problem and relieve severe pain.

'Dental injury' - injury to a sound natural tooth caused by extra-oral impact. Treatment for dental implants, crowns or dentures is not covered for *beneficiaries* aged twenty two (22) years and older unless *you* have purchased the International Vision and Dental option and subject to the conditions outlined in the *policy*.

'Dental treatment' - any dental procedure or service which:

- is needed for continued oral health; and
- is carried out or personally controlled by a *dentist*, including procedures provided by a hygienist; and
- is included in the *list of benefits*, or, though not included in the *list of benefits*, is accepted by us as a procedure or service meeting common dental standards as upheld by a respectable, responsible and substantial body of dental opinion, experienced in the particular field of dentistry.

'Dentist' - a dentist, dental surgeon or dental practitioner who is registered or licensed as such under the laws of the country, state or other regulated area in which the *treatment* is provided.

'Detoxification' - *treatment* for withdrawal symptoms after a *beneficiary* has been abusing drugs, alcohol or both. It includes the rest, medication, fluids and changes in diet needed to stabilise the body.

'Diagnostic tests' - investigations such as x-rays or blood tests to find or to help to find the cause of the *beneficiary's* symptoms.

'Doctor' - a medical professional who holds an appropriate doctoral degree, is registered and licensed under the laws of the country, state or regulated area to practice medicine in the country in which the *treatment* is provided.

E

'Eligible visa'- in relation to individuals who are not US citizens and who will be residing in the *USA*: visas or greencards issued by the US Department of State providing an individual with the right to reside and/or work in the *USA* which fall within the classes determined by *us* from time to time. A list of *eligible visas* is available on request.

'Eligible female' - a female *policyholder* or *beneficiary*.

'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
- the *Cigna Medical Team*; or
- another source recognised by the *Cigna Medical Team*.

'Expatriate' – (i) a *beneficiary* who is not a US citizen or US national, who is resident in *USA* and holds an *eligible visa*; or (ii) a US citizen who is resident *overseas*.

G

'Guarantee of payment' - a guarantee to pay agreed costs associated with particular *treatment* which *we* may give to a *beneficiary* or a *hospital*, *clinic* or *medical practitioner*.

H

'Home nursing' - visits from a qualified nurse to the *beneficiary's* home to give expert nursing services

- immediately after *hospital treatment* as required by *medical necessity*; and
- visits for *treatment* which would normally be provided in a *hospital*.

Home nursing is only covered when the *specialist* who treated the *beneficiary* has recommended such services.

'Hospital' - any organisation or institution which is registered or licensed as a medical or surgical *hospital* in the country in which it is located and where the *beneficiary* is under the daily care or supervision of a *medical practitioner* or *qualified nurse*.

I

'Initial start date' - the first day the *beneficiary's* cover commenced on the *Core plan*.

'Injury' - a physical *injury*.

'In-network provider' – means *Cigna's* directory *of hospitals*, *medical practitioners* and *clinics* in the *USA*. Only *coinsurance* incurred in these *hospitals*, *medical practitioners* and *clinics* will be included in any calculation of *your out of pocket maximum*.

'Inpatient' - a patient who is admitted to *hospital* and who occupies a bed overnight or longer, for medical reasons.

'Insurance' - the coverage which is provided by *us* to the *beneficiaries* subject to the terms, conditions, limits and exclusions set out in these *Policy Rules*, the *Customer Guide*, and *your Certificate of Insurance*.

'Intensive care' - a specialised department in a *hospital* that provides *intensive care treatment*, for example an *intensive care* unit, critical care unit, intensive therapy unit, or intensive *treatment* unit.

'International services' - services arranged by the *medical assistance service*.

L

'List of benefits' - the list of *benefits* detailed in *your Customer Guide*, including any notes.

M

'Maternity benefit' - *benefits* available in relation to all aspects of pregnancy or childbirth under the *Core plan*, including any complications, for any *eligible female* covered under this *policy*, but excluding:

- *treatment* by way of the intentional termination of pregnancy unless the pregnancy endangers the life or mental stability of the mother; and

- nursery care for a newborn in *hospital*, unless the mother is required to remain in *hospital* due to *medical necessity* for *treatment* that is covered by this *policy*.

  Benefits in connection with the newborn child are not restricted in any way for lengths of stay less than 48 hours following a vaginal delivery, or less than 96 hours following a delivery by caesarean section.

'Medical assistance service' - a service which provides medical advice, evacuation, assistance and repatriation. This service can be multi-lingual and assistance is available twenty four (24) hours per day.

'Medically necessary/medical necessity' - medically necessary covered services and supplies are those determined 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*, physician or other *hospital*, *clinic* or *medical practitioner*; 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* or *specialist* who is registered or licensed to practice medicine 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*.

'Medical team' - means *our* clinical team and / or the *medical assistance service*.

'Minimum Essential Coverage (MEC)' – means a health insurance *policy* that meets the *PPACA* requirement for having health coverage. This *policy* qualifies as *minimum essential coverage*.

'Operation(s)' - any procedure described as an *operation* in the *schedule of surgical procedures*.

'Oral health' - for a patient, a reasonable standard of *oral health* of the teeth, their supporting structures and other tissues of the mouth, and of dental efficiency, according to a standard acceptable to a *dentist* of ordinary competence and skill in the patient's *country of habitual residence* which will safeguard his or her general health.

'Orthodox' - when used in relation to a procedure or *treatment*, '*orthodox*' means that the procedure or *treatment* in question is medically accepted in the country where it takes place at the time of the commencement of the procedure or *treatment*, that complies with a respectable, responsible and substantial body of medical opinion, held and expressed by *medical practitioners* experienced in the particular field of medicine in question.

'Out of network provider' – means *hospitals*, *medical practitioners* and *clinics* that are not part of *Cigna's* directory of *in-network providers. Coinsurance* incurred will not be included in any calculation of *your out of pocket maximum.*

'Out of pocket maximum' - is the maximum amount of *cost share* on specific *benefits* under the *Core plan* any beneficiary must pay per *period of cover* as selected by *you* and as shown in the *Certificate of Insurance*. In no circumstances will the *out of pocket maximum* exceed the amount prescribed annually for individuals and families by law in the *USA*.

For the avoidance of doubt any amounts paid due to exceeding limits of cover; for *treatment* not covered by *your* plan; or due to penalties for not obtaining proper prior authorisation or any *coinsurance* amounts as a result of using *out of network* providers in the *USA,* are not subject to the *out of pocket maximum*.

'Outpatient' - a patient who attends a *hospital*, consulting room, or *outpatient clinic* for *treatment* and is not admitted as a *daypatient* or an *inpatient*.

'Overseas' – in relation to a US citizen, any country or territory in the world other than the *USA*.

P

'Palliative care' - *treatment* that does not cure or substantially improve a condition but is given in order to alleviate symptoms.

'Period of cover' - the twelve (12) month continuous period during which the *beneficiaries* are covered under this *policy*, being the period from the *start date* to the *end date* as noted on the *Certificate of Insurance* or earlier if terminated in accordance with the *Policy Rules*.

'Persistent vegetative state' - a *beneficiary* who is in a vegetative state for at least ninety (90) consecutive days. A persistent vegetative state means a condition caused by *injury,* disease or *illness* in which the *beneficiary* has suffered a loss of consciousness, with no behavioural evidence of awareness of self or surroundings, other than reflex activity of muscles and nerves for low level conditioned response, and from which to a reasonable degree of medical probability, there can be no recovery.

'Policy' - the *policy* comprising these *Policy Rules*, the *Customer Guide* (which contains the *list of benefits*), and *your Certificate of Insurance*.

'Policy documents' - the documentation relating to the *policy*, comprising of these *Policy Rules*, the *Customer Guide, your Certificate of Insurance*, and *your Cigna* ID Card.

'Policyholder' - a person who has made an *application* to *us* which has been accepted in writing by *us*, and who pays the premium under the *policy*.

'Policy Rules' - the terms and conditions governing the *policy*, detailing 'General Exclusions' and 'Definitions'.

'PPACA' – the US Patient Protection and Affordable Care Act 2010 (as amended from time to time), also commonly known as ACA or the Affordable Care Act.

Q

'Qualified nurse' - a nurse who is registered or licensed as such under the laws of the country, state or other regulated area in which the *treatment* is provided.

'Qualifying life event' means:

- marriage or civil partnership;
- commencing cohabitation with a partner;
- divorce or separation;

- birth of a child;
- legal adoption of a child; or
- death of a *spouse*, partner or child.

We may require evidence of the above event.

R

'Rehabilitation' - physical, speech and occupational therapy for the purpose of *treatment* aimed at restoring the *beneficiary* to their previous state of health after an acute event.

S

'Schedule of surgical procedures' - the current schedule of surgical procedures approved by *our* chief medical officer.

'Short-term' - means a period of time consistent with the recuperation time required for the *treatment* and as prescribed by the treating *medical practitioner* with the approval of *our* medical director.

'Sickness' - a physical or mental illness, including illness resulting from or relating to pregnancy.

'Sound natural tooth/teeth' - a tooth that functions normally for chewing and speech purposes and that is not a dental implant. Such natural tooth/teeth should not have experienced any of the following:

- decay or filling;
- gum disease associated with bone loss;
- root canal *treatment*.

'Specialist' - a *doctor* who is recognised, registered or licensed as such under the laws of the country, state or other regulated area in which the *treatment* is provided and only for the *treatment* which is being recommended.

'Spouse' - a *beneficiary's* legal husband or wife, or unmarried or civil partner who we have accepted for cover under this *policy*.

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

'Surgery' - the branch of medicine that treats diseases, injuries, and deformities by operative methods which involves an incision into the body.

'Surgical appliance(s)', 'Medical appliance(s)' - means either:

- an artificial limb, prosthesis or device which is required for the purpose of or in connection with *surgery*; or
- an artificial device or prosthesis which is a necessary part of the *treatment* immediately following surgery for as long as required by medical necessity; or
- a prosthesis or appliance which is *medically necessary* and is part of the recuperation process on a *short-term* basis.

T

'Therapist' - a speech therapist, dietician or orthoptist who is suitably qualified and holds the appropriate license to practice in the country where *treatment* is received.

'Treatment' - any surgical or medical *treatment* controlled by a *medical practitioner* that is *medically necessary* to diagnose, cure or substantially relieve disease, illness or *injury*.

U

'USA' - the United States of America.

'USPSTF' – the US Preventative Services Task Force (or any successor body or bodies) from time to time fulfilling the same or a similar role.

'US territory'– means overseas territories of the *USA* including Puerto Rico, Guam, the United States Virgin Islands, American Samoa and the Northern Mariana Islands.

W

'Worldwide' - every country throughout the world and at sea, 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.

Y

'You, your' - the *policyholder*.

NOTES

Together, all the way.[SM]

MEC CLICE Policy Rules 10/2016