



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*, your *Customer Guide* and your *application* 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 Worldwide General Insurance Company Limited
16/F International Trade Tower
348 Kwun Tong Road
Kwun Tong
Kowloon
Hong Kong SAR

Cigna is an authorised insurer regulated by the Insurance Authority for the conduct of general insurance business in Hong Kong.

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 Insurance Complaints Bureau (ICB) and the Insurance Authority (IA) respectively. Contact details of the ICB and IA are as follows:

The Insurance Complaints Bureau

29th Floor, Sunshine Plaza

353 Lockhart Road

Wan Chai

Hong Kong

Fax: **25201967** Email: **icb.enquiry@icb.org.hk**

Insurance Authority - North Point Office

23rd Floor

625 King's Road

North Point

Hong Kong

Fax: **(852) 3753 3812** Email: **complaints@ia.org.hk**

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

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

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 6.5 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 Worldwide General Insurance Company Limited

Cigna Global Health Options, Head of Customer Service

16/F International Trade Tower

348 Kwun Tong Road

Kwun Tong

Kowloon

Hong Kong SAR

In other circumstances you can call our Customer Care Team 24/7* on:

+44 (0) 1475 788 182

Inside Hong Kong on: **2297 5210** or Inside the USA on: **800 835 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

This *policy* is only offered to *beneficiaries* who are Hong Kong citizens and *expatriates* residing in Hong Kong. For *expatriates* the *policy* will only cover the costs of *treatment* in a *beneficiary's* country of *nationality* in circumstances where the *beneficiary* is temporarily resident in their country of *nationality*. Such circumstances may not exceed one hundred and eighty (180) days in aggregate per *period of cover*, and the country of *nationality* must be within the *selected area of coverage* (see clause 11 for full details).

For the avoidance of any doubt a Hong Kong citizen shall not be subject to the one hundred and eighty (180) days rule during any *period of time* when they are habitually resident in Hong Kong, however if at any time a Hong Kong citizen is considered as an *expatriate* then this limitation will apply.

1.2

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*.

1.3

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

1.4

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.

1.5

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 (12) months. This means that, unless it is terminated before the end date or automatically renewed, the period of cover will end one (1) year after the start date. Please see Clause 13 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 right to cancel your *policy* within twenty one (21) days from the date you receive this *policy*. If you wish to cancel this *policy* and we have not paid a claim or issued a *guarantee of payment*, you will receive a full refund of your premium and levy. 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 cancellation rights outside of the twenty one (21) day 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 (12) 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

6.1

Subject to any conflicting legal or regulatory requirements we will terminate this *policy* 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

Subject to clause 11, we may terminate this *policy* if any *beneficiary* ceases to be an *expatriate* whether as a result of a change to a *beneficiary's*

country of nationality or *country of habitual residence*.

6.4

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 (1) 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*.

6.5

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 (14) days' notice in writing. Termination of your *policy* will take effect fourteen (14) 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*.

6.5.1

If the *policy* is terminated in accordance with clause 6.5, 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.

6.6

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*.

6.7

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 7.1 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*.

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 *out-of-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 24 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 24 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 24 month waiting period on the Platinum plan. Once any beneficiary has been covered under the Platinum plan for 24 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 (1) parent has been covered by the *policy* for a continuous period of twenty-four (24) months or more prior to the newborn's 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 twenty-four (24) 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* you must inform us as soon as practicable and in any event within thirty (30) days. We reserve the right to ask you for further information about a change in your or any other *beneficiary's country of habitual residence* from time to time. Note that any change to your or any other *beneficiary's country of habitual residence* may result in an increase to your premium or additional tax becoming payable, meaning you may have to make an additional payment of premium or your monthly or quarterly payments may increase. If the premium increases, we will give you the right to cancel the *policy*, in accordance with clause 6.5, in which case clauses 6.5.1, 6.6 and 6.7 will apply. Please note that the insurance may be provided by another Cigna group company.

11.2

For *expatriates*, we reserve the right to review all claims submitted by *beneficiaries* in their *country of nationality* and in circumstances where we know or reasonably believe the *beneficiary* is or intends to be resident in their *country of nationality* in excess of one hundred and eighty (180) days in aggregate per *period of cover*. In such circumstances we may no longer consider that *beneficiary* to be an *expatriate* as they have returned to their *country of nationality* for a sustained period and we may refuse payment of any claim or issuance of a *guarantee of payment*.

11.3

We reserve the right to terminate this *policy* in accordance with 6.3.

11.4

If any *beneficiary* ceases to be an *expatriate* whether as a result of a change to a *beneficiary's country of nationality* or *country of habitual residence*, then you can either:

11.4.1

leave the *policy* in force for the remainder of the *period of cover*. You must inform us upon renewal if you cease to be an *expatriate* and we will determine if we can offer you an alternative health plan provided by another Cigna group company; or

11.4.2

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 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 claims or issued any *guarantees of payment* during the *period of cover*.

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 (1) 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 (14) 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 (14) 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

Cigna Healthcare needs to collect, use, disclose and/or process personal and sensitive data relating to you, which includes all identifiable information that relates to you, for example: name, address, date of birth, telephone numbers and details of health information relating to you, for the purposes of administering this *policy* and providing the insurance. You consent to Cigna Healthcare collecting and processing all personal and sensitive data relating to you to the extent reasonably necessary for these purposes.

14.2

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

Under the Personal Data (Privacy) Ordinance, Cap. 486, Laws of Hong Kong ("PDPO") and applicable national laws, we act as the data user for the personal and sensitive information we hold.

This data will be processed by us to carry out our obligations, and we may need to share it with authorised third parties for the purpose of providing insurance or related services relating to this *policy*, which may mean in certain instances we need to transfer data outside Hong Kong; such authorised third parties include (but not limited to) *hospitals, doctors,*

medical evacuation services and invoice clearing houses, agents, contractors or service providers who provide administrative, data processing, customer service, call center, telecommunications, technology, fund management, debt collection, payment, anti-money laundering and other regulatory screenings, marketing, research, mailing, printing or other services to us.

Such processing is subject to contractual restrictions with regard to confidentiality and security in addition to the obligations imposed by the PDPO.

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.

14.3

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.

15. 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) and no person other than we and you may enforce the agreement by virtue of the Contracts (Rights of Third Parties) Ordinance (Cap.623, Laws of Hong Kong).

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

Cigna 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: (1) 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 (12) month period.

20. Pandemics, Epidemics and Infectious Illnesses

20.1

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 I9, 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:

- i) 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.

11. 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) histrionic 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-the-counter (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 multi-lingual 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 additional 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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