Global Health Options

POLICY RULES

Terms, General Exclusions, and Definitions relating to your plan

Together, all the way.℠

Cigna®

POLICY RULES

Please read the *Policy Rules* along with 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 Worldwide Life Insurance Company Limited
15F, 28 Hennessy Road
Wan Chai
Hong Kong

This *policy* provides cover for individuals. The *policy* is designed for any person with a Hong Kong nationality residing in Hong Kong.

If *you* do not fully understand the terms and conditions of this *policy,* then *you* should contact *us* within twenty one (21) days after the delivery of this *policy,* and ask for clarification.

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 twenty one (21) days of the date of receipt of the *policy.* 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'.

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.

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 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.

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

You must be eighteen (18) years old or over to purchase a *policy*.

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.* The renewal date will fall on this date each year.

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.

4.3
Where there is a delay between *your* application and the *initial start date* of *your* policy and *your* state of health changes during the period of delay, *you* must let *us* know. *We* reserve the right to cancel the *policy* or apply additional premiums or exclusions as a result of any change to *your* state of health notified to *us*. If *you* fail to inform *us* of any change to *your* state of health during the period of delay, *we* may treat this as a misrepresentation, which could affect coverage under *your policy* or payment of claims.

5. When does the 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 15.

5.3
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.

5.4
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
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. 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* are unable to renew *your* cover for the reasons detailed in clause 15.1, *we* will give *you* notice as described in clause 15.5.

6.3
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.

7. Who is covered?

7.1
This *policy* will only provide cover for *you* if *you* are a Hong Kong national and *your country of habitual residence* is Hong Kong.

7.2
This *policy* will only provide cover to other people if their *country of habitual residence* is Hong Kong.

7.3
You may add certain persons (e.g. family members) as *beneficiaries* to *your policy*. This is at *our* absolute discretion. In order to do so, *you* must include them in *your application*. If *we* agree to cover them, *we* will include their names on *your Certificate of Insurance*. Additional premium may be payable, and special exclusions may be applied in relation to them.

7.4
You may, if *we* give permission, take out cover for certain people (e.g. minor children or other dependents) while not taking out cover for *yourself*. In this situation, *you* will

be the *policyholder*, and will be responsible for payment of premiums and all other obligations under the *policy*, but will not be covered. All *applications* will be subject to medical underwriting and *we* will let the *policyholder* know the terms that will apply to any *beneficiary* named on the *Certificate of Insurance*.

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* only when *you* are renewing the cover at the end of an annual *period 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* whether *we* will offer cover to that person and, if so, any special conditions or exclusions and any additional premium which would apply. Cover for the new *beneficiary* will begin from the date on which you confirm your acceptance.

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:

8.3.1
If at least one parent has been covered by the *policy* for a continuous period of twelve (12) months or more prior to the newborn's birth and the *application* is received by *us* within thirty (30) days of the newborn's date of birth, the newborn will not be subject to medical underwriting, *we* will not require information regarding the newborn's health or a medical examination, and cover will begin when *we* confirm receipt of the *application. We* will send *you* an updated *Certificate of Insurance* confirming that the new *beneficiary* has been added.

8.3.2
If at least one parent has been covered by the *policy* for a continuous period of twelve (12) months or more prior to the newborn's birth and the *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. *We* will then tell *you* whether *we* will offer cover to the newborn and, if so, any special conditions and exclusions which would apply. If *you* accept the offered terms, cover will begin when *we* confirm receipt of the *application. We* will send *you* an updated *Certificate of Insurance* confirming that the new *beneficiary* has been added.

8.3.3
If neither parent has been covered by the *policy* for a period of twelve (12) consecutive months or more prior to the newborn's birth, the newborn will be subject to medical underwriting. *We* will then tell *you* whether *we* will offer cover to the newborn and, if so, any special conditions and exclusions which

would apply. If *you* accept the offered terms, cover will begin when *we* confirm receipt of the *application. We* will send *you* an updated *Certificate of Insurance* confirming that the new *beneficiary* has been added.

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.*

9.2
The costs which are covered are set out in the *Customer Guide.* These costs are subject to the limits and exclusions which are set out in these *Policy Rules,* the *Customer Guide,* and *your Certificate of Insurance.*

9.3
In addition to prior approval for *treatment*; further approval may be required for any *treatment* incurred in relation to the maternity and childbirth benefit if at the time of *treatment*, the mother is intending to be outside her *country of habitual residence*.

9.4
Special exclusions, imposed on an individual basis, may apply. Details of these special exclusions will be shown on *your Certificate of Insurance*. 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*.

9.5
Any claim is subject to the applicable *deductible, cost share* and limits of cover set out in these *Policy Rules,* the *Customer Guide,* and *your Certificate of Insurance.*

9.6
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).

10. Coverage options

10.1
The International Medical Insurance 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 International Medical Insurance 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 Outpatient;

10.2.2
International Medical Evacuation;

10.2.3
International Health and Wellbeing; and

10.2.4
International Vision and Dental.

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
If *you* want to add new coverage options, *we* may ask for a completed medical history questionnaire, and *we* may apply new special restrictions or exclusions on the new coverage options.

10.6
You may (unless *your country of habitual residence* is the USA) choose between two options (*Worldwide excluding USA* and *Worldwide including USA*) to determine where in the world beneficiaries will be covered.

10.6.1
The *Worldwide excluding USA* option provides cover, subject to the terms of the *policy*, for treatment anywhere in the world except the USA. This option is not available if *your country of habitual residence* is the USA.

Beneficiaries will be covered for *emergency treatment* on an *inpatient* or *daypatient* basis or provided on an *outpatient* basis (if the International Outpatient additional coverage option has been purchased under your *policy*) during temporary business or holiday trips even if those trips are outside your selected area of coverage. As with all *emergency treatment*, if *you* have not purchased the International Outpatient additional coverage option, your *emergency treatment* will only be covered if it results in an admission to the *hospital*. This cover will be limited to a maximum period of three (3) weeks per trip and a maximum of sixty (60) days per *period of cover* for all trips combined.

Coverage continues to be subject to the maximum benefit amounts stated in *your Customer Guide*; any *cost shares* or *deductibles* elected on *your policy* will continue to apply.

To be eligible for this *benefit* the medical condition requiring *emergency treatment* must not have existed prior to the travel and the beneficiary must have been *treatment*-, symptom- and advice free of the medical condition prior to initiating the travel.

Receiving medical *treatment* must not have been one of the objectives of the trip. *Emergency treatment* is only applicable if *you* do not already have state-provided healthcare in that country. Charges relating to maternity, pregnancy, childbirth or any complications of pregnancy or childbirth are excluded from this *benefit*.

Proof of the date of entry into the country outside *your selected area of coverage* will also be required prior to *benefits* being paid under this cover. This cover will cease once the *treatment* provided results in a stabilised condition.

10.6.2
The *Worldwide including USA* option provides cover, subject to the terms of the *policy*, for *treatment* anywhere in the world (including the USA).

11 Death Benefit

Subject to all of the provisions of this *policy* contained herein, *we* agree to pay to the Death Benefit Beneficiary of record, the applicable amount of death

benefit determined from the *Certificate of Insurance*, immediately upon receipt of due proof of the death of any *beneficiary*. For the avoidance of doubt, the 'Death Benefit Beneficiary' may be (and usually is) different from the *beneficiary* as defined in this *policy*.

11.1 Notice and Proof of Claim

11.1.1
Written notice of claim must be given to the folllowing office after the death of a *beneficiary*, with information sufficient to identify the *beneficiary*. Failure to furnish notice within the time provided herein shall not invalidate any claim if it shall be shown to have been reasonably possibly to furnish such notice and that such notice was furnished as soon as was reasonably possible.

Cigna Worldwide Life Insurance Company Limited
Cigna Global Health Options
Head of Customer Service
15F, 28 Hennessy Road
Wan Chai
Hong Kong

11.1.2
We, upon receipt of the said notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing proof of death benefit.

11.1.3
Affirmative proof of death on which claim is based must be furnished to the aforesaid office not later than ninety days after the date of such death.

11.1.4
We shall have the right and opportunity to instruct an autopsy where it is not forbidden by law.

11.2 Payment of claim

11.2.1
Death benefit will be payable in accordance with the Death Benefit Beneficiary designation. The claimant may designate a Death Benefit Beneficiary, or change his/her designation of Death Benefit Beneficiary, from time to time by written request filed with us through the *policyholder*. No such designation or change of Death Benefit Beneficiary shall take effect unless so filed, but if filed it will be effective as of the date the request was signed, whether or not the *beneficiary* be living at the time of such filing, but any payment made by *us* prior to such filing shall fully discharge *us* to the extent of such payment.

11.2.2
Except as may be otherwise specifically provided by the policyholder:

a) if any designated Death Benefit Beneficiary predeceases the *beneficiary*, the interest of such Death Benefit Beneficiary shall terminate and any amount which would have become payable to such Death Benefit Beneficiary, if living, shall be payable equally to the remaining designated Death Benefit Beneficiary or Death Benefit Beneficiaries, if any, who survive the *beneficiary*; and

b) if there is no designated surviving Death Benefit Beneficiary or if no Death Benefit Beneficiary has been designated at the death of the *beneficiary*, payment shall be made to the estate.

12. Premium and other charges

12.1
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.

12.2
Payments must be made in the currency and in the manner detailed on *your Certificate of Insurance.*

12.3
We may apply certain penalties if any *beneficiaries* do not seek prior approval for *treatment* or receive *treatment* in the USA at a *hospital*, *clinic* or *medical practitioner* which is not part of the *Cigna* network. A list of *Cigna* network of *hospitals*, *clinics* and *medical practitioners* is available in your secure online Customer Area.

12.4
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.

12.5
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 at 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.

12.6
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*.

13. Deductible

13.1
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.

13.2
The *deductible* applies separately to each *beneficiary,* each coverage option, and each *period of cover.*

13.3
You can choose to have a *deductible* on the International Medical Insurance or International Outpatient option. 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.*

13.4
No *deductible* applies to 'Inpatient Cash Benefits' or 'Newborn Care Benefits'.

13.5
You will be responsible for paying the amount of any *deductible* directly to the *hospital, clinic* or *medical practitioner. We* will let *you* know what this amount is.

13.6
You can request a change to the *deductible* with effect from *your annual renewal date* each year. If *you* wish to remove or reduce *your deductible, we* may require a medical history questionnaire, and *we* may apply new special restrictions or exclusions.

14. Cost share

14.1
If a *cost share* is selected on the International Medical Insurance plan, *we* will reduce the amount *we* pay towards the cost of *treatment* by the *cost share* percentage. The *cost share* percentage results in a proportion of the costs of *treatment* not being covered by us; these costs will be capped by the *out of pocket maximum you* have chosen for any one *period of cover.*

14.2
If a *cost share* is selected on the International Outpatient option, *we* will reduce the amount *we* pay towards the cost of *treatment* by the *cost share* percentage. The *cost share* percentage results in a proportion of costs of *treatment* not being covered by us; these costs will be capped by the *out of pocket maximum you* have chosen for any one *period of cover.*

14.3
Only amounts *you* pay related to the *cost share* on the International Medical Insurance or International Outpatient plan are subject to the capping effect of 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 proper pre-authorisation or using out of network providers in the *USA,* are not subject to the *out of pocket maximum.*

14.4
The *out of pocket maximum* and the *cost share* apply separately to each *beneficiary* and each *period of cover.*

14.5
You can choose to have a *cost share* on the International Medical Insurance plan or International Outpatient option. If *you* do so, *your* premium will be lower than it otherwise would be. If *you* would like to apply a *cost share, you* should tell *us* so in *your application.* Additionally, if *you* choose to have a *cost share, you* also select a corresponding *out of pocket maximum.*

14.6
If *you* select both a *deductible* and a *cost share,* the amount *you* will need to pay due to the *deductible* is calculated before the amount *you* will need to pay due to the *cost share.* Refer to clause 13 for more information relating to *deductibles.*

14.7
You will be responsible for paying the amount of any *cost share* directly to the *hospital, clinic* or *medical practitioner. We* will let *you* know what this amount is.

14.8
You can request a change to the *cost share* and *out of pocket maximum* with effect from *your annual renewal date* each year. If *you* wish to remove or reduce *your cost share* or reduce *your out of pocket maximum, we* may require a medical history questionnaire and *we* may apply new special restrictions or exclusions.

15. Termination of cover

15.1
Subject to any conflicting legal or regulatory requirements *we* may terminate this *policy* if:

15.1.1
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

15.1.2
it becomes unlawful for *us* to provide any of the cover available under this *policy;* or

15.1.3
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

15.1.4
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

15.1.5
we are no longer in the market to sell the *policy* or a suitable alternative in your geographical area.

15.2
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.

15.3
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 15.1.4, 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.

15.4
If *treatment* has been authorised, *Cigna* will not be held responsible for any *treatment* costs if the *policy* ends or a *beneficiary* leaves the *policy* before *treatment* has taken place.

15.5
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.*

16. 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.

17. 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.

18. Changes to country of habitual residence, address and nationality

18.1

If any *beneficiary* changes their *country of habitual residence* to a country other than Hong Kong, then *you* may:

18.1.1
leave the *policy* in force. Cover will remain unaffected for any *beneficiary* who still resides in Hong Kong; or

18.2.2
terminate the *policy* in accordance with clause 15.2, in which case clauses 15.3 and 15.4 will apply.

If a *beneficiary* does move away from Hong Kong, *we* may offer *you* the option to take out cover for them under a different *Cigna policy*, which is designed to provide cover to expatriates and people living outside of Hong Kong.

19. 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*.

20. Contacting us

20.1

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 Worldwide Life Insurance Company Limited
Cigna Global Health Options
Head of Customer Service
15F, 28 Hennessy Road
Wan Chai
Hong Kong

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

20.2

In other circumstances *you* can call *our* Customer Care Team 24/7 on: +44 (0) 1475 788 182; Inside Hong Kong: 2297 5210 or Inside the USA: 800 835 7677.

21. Changes to this policy

21.1

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.*

21.2

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.

21.3

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

21.4

If 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 on the *Certificate of Insurance*. At such date, *we* will also review the additional premium (if any) which *we* 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 premiums will be removed on renewal.

22. 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).

23. 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.

24. Other insurance

If another insurer also provides cover, *we* will negotiate with them as regards who pays what proportion of any claim.

25. Data protection

25.1

Cigna 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* collecting and processing all personal and sensitive data relating to *you* to the extent reasonably necessary for these purposes.

25.2

Telephone calls to and from *Cigna* 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. 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.

25.3
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.

26. 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.

27. Regulatory information

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

28. Complaints

28.1
Any complaint should in the first instance be sent to *us* at:

Cigna Worldwide Life Insurance Company Limited
Cigna Global Health Options
Head of Customer Service
15F, 28 Hennessy Road
Wan Chai
Hong Kong

28.2
If the complaint is not resolved and is related to the activities of insurance agents or to claims, the complaint may be referred to the Insurance Agents Registration Board (IARB) and the Insurance Claims Complaints Bureau (ICCB) respectively. Addresses of the IARB and ICCB are as follows:

Insurance Agents Registration Board
The Hong Kong Federation of Insurers
29th Floor, Sunshine Plaza
353 Lockhart Road
Wan Chai
Hong Kong

Fax: 25201967

The Insurance Claims Complaints Bureau
29th Floor, Sunshine Plaza
353 Lockhart Road
Wan Chai
Hong Kong

Fax: 25201967

29. Applicable law and jurisdiction

29.1

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

29.2

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

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 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.

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

1.6
The following exclusions apply to the International Medical Insurance plan and to all of the extra coverage options.

Where, in the exclusions which are set out below, *we* have stated that *we* will pay for *treatment* in some circumstances, this is subject to the *beneficiary* having cover under the appropriate coverage option or options.

1.7
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
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.

1.7.3
Treatment for a condition which is the subject of a special exclusion. Special exclusions are set out in *your Certificate of Insurance*.

1.7.4
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.

1.7.5
Costs of *hospital* accommodation for a deluxe, executive or VIP suite.

1.7.6
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.

1.7.7
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 'Complicated Maternity' section of *your policy*, where covered.

1.7.8
Footcare by a Chiropodist or Podiatrist.

1.7.9
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 (only if the *beneficiary* has cover under the International Outpatient option).

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

1.7.10
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*.

1.7.11
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.

1.7.12
Treatment for, or in connection with, smoking cessation.

1.7.13
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.

1.7.14
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.

1.7.15
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.

1.7.16
Developmental problems including:

a) learning difficulties such as dyslexia;

b) autism or attention deficit disorder (ADHD);

c) physical development problems such as short height.

1.7.17
Disorders of the temporomandibular joint (TMJ).

1.7.18
Treatment for obesity, or which is necessary because of obesity. This includes, but is not limited to, slimming classes, aids and drugs.

We will only pay for gastric banding or gastric bypass *surgery* if a *beneficiary*:

> has a body mass index (BMI) of 40 or over and has been diagnosed as being morbidly obese;

> can provide documented evidence of other methods of weight loss which have been tried over the past 24 months;

> has been through a psychological assessment which has confirmed that it is appropriate for them to undergo the procedure.

1.7.19
Treatment in nature cure *clinics*, health spas, nursing homes, or other facilities which are not *hospitals* or recognised medical *treatment* providers.

1.7.20
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.

1.7.21
Treatment for a related condition resulting from addictive conditions and disorders.

1.7.22
Treatment for a related condition resulting from any kind of substance or alcohol use or misuse.

1.7.23
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.

1.7.24
Treatment relating to infertility (other than investigation to the point of diagnosis), 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.

1.7.25
Treatment by way of the intentional termination of pregnancy, unless the pregnancy endangers a *beneficiary's* life or mental stability.

1.7.26
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*.

1.7.27
'Newborn Care Benefits' for children born as a result of fertility *treatment*, such as IVF, or for children born to a surrogate, or who have been adopted. These children can only join once they are ninety (90) days old, and will be subject to medical underwriting.

1.7.28
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*.

1.7.29
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)*.

1.7.30
Treatment for personality and/or character disorders, including but not limited to:

a) affective personality disorder;

b) schizoid personality disorder; or

c) histrionic personality disorder.

1.7.31
Preventative *treatment*, including but not limited to health screening, routine health checks and vaccinations (unless that *treatment* is available under one of the options under which a *beneficiary* has cover).

We will pay for preventative *surgery* when a *beneficiary*:

a) has a significant family history of a disease which is part of a hereditary *cancer* syndrome (such as ovarian *cancer*); and

b) has undergone genetic testing which has established the presence of a hereditary *cancer* syndrome. (Please note that *we* will not pay for the genetic testing).

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

1.7.32
Treatment for sexual dysfunction disorders (such as impotence) or other sexual problems regardless of the underlying cause.

1.7.33
Treatment in the USA, unless the *beneficiary* has purchased *Worldwide including USA* cover under this *policy*, or the *treatment* can be covered under the Out of Area Emergency cover conditions.

1.7.34
Treatment in the USA (where the *Worldwide including USA* cover was purchased) if *we* know or reasonably suspect that the cover was purchased and the *beneficiary* travelled to the USA for the purpose of receiving *treatment*.

1.7.35
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).

1.7.36
Any *treatment* outside *your selected area of coverage*, unless the *treatment* can be covered under the Out of Area Emergency cover conditions.

1.7.37
Travel costs for *treatment* including any fares such as taxis or buses, unless otherwise specified, and expenses such as petrol or parking fees.

1.7.38
Any expenses for international emergency services which were not approved in advance by the *medical assistance service*, where applicable.

1.7.39
International services expenses for emergency evacuation, medical repatriation and transportation costs for third parties where the *treatment* needed is not covered under this *policy*.

1.7.40
Any expenses for ship-to-shore evacuations.

1.7.41
Gender reassignment *surgery*, including elective procedures and any medical or psychological counselling in preparation for, or subsequent to, any such *surgery*.

1.7.42
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.

1.7.43
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;

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.

1.7.44
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 breast reconstruction following *treatment* for *cancer*).

We will only pay for plastic, *cosmetic* 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*.

1.7.45
Appliances, 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*.

1.7.46
Incidental costs including newspapers, taxi fares, telephone calls, guests' meals and hotel accommodation.

1.7.47
Costs or fees for filling in a claim form or other administration charges.

1.7.48
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.

1.7.49
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 age intervals' - birth, two (2) months, four (4) months, six (6) months, nine (9) months, twelve (12) months, fifteen (15) months, eighteen (18) months, two (2) years, three (3) years, four (4) years, five (5) years and six (6) years.

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 *deductible* amount (if selected), the *cost share* amount (if selected), the *out of pocket maximum* (if applicable), details of who is covered, any special exclusions or exclusions that have been removed at an additional premium and *benefits* which apply.

'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 *treatment* is given.

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

'Cost share after deductible', 'cost share(s)' - is the percentage of each claim which a *beneficiary* must pay themselves after any *deductible* has been paid. A separate cost share may apply to the International Medical Insurance plan and International Outpatient option. These will be shown in the *Certificate of Insurance* if selected.

'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.

'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 *your 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(s)' - 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 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 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*.

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 for up to 30 days:

- 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 International Medical Insurance plan.

'Injury' - a physical injury.

'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 Internatonal Medical Insurance and International Outpatient option, 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*.

'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*.

O

'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 pocket maximum' - is the maximum amount of *cost share* under the International Medical Insurance plan or International Outpatient option any *beneficiary* must pay per *period of cover*. This will be shown in the *Certificate of Insurance* if applicable. This applies only to amounts paid relating to *cost share* on the International Medical Insurance plan or International Outpatient option.

Any amounts paid due to a *deductible*; due to exceeding limits of cover; for *treatment* not covered by *your* plan; or due to penalties for not obtaining proper pre-authorisation or 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*.

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 claiming information), 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*, the *Cigna* claim form, 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'.

'Pre-existing condition' - any disease, illness or *injury*, or symptoms linked to such disease, illness or *injury* for which:

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

before the *initial start date*.

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.

'Selected area of coverage' - means either:

- *Worldwide, including USA*; or
- *Worldwide, excluding USA*.

'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 m*edically necessary* to diagnose, cure or substantially relieve disease, illness or *injury*.

U

'USA' - the United States of America.

W

'Worldwide including USA' - 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.

'Worldwide excluding USA' - worldwide, with the exception of the *USA*.

Y

'You, your' - the *policyholder*.

Together, all the way.℠

Policy Rules HK Local 09/2016