Global Health Options

CIGNA CLOSE CARE POLICY RULES

Terms, General Exclusions, and Definitions relating to your plan.

Together, all the way.[™]



POLICY RULES

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

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IMPORTANT INFORMATION



The insurance will be provided by:

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

This *policy* is only offered to *expatriates*. Therefore, 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 *area of coverage*. See clause 17 for full details.

The area of coverage for this policy is restricted to your country of nationality and your country of habitual residence only, unless covered under the Out of Area Emergency cover *benefit*. See clause 10.6 for more details.

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

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

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

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 *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.

Please note, this *policy* is subject to a *Condition* limit. Please refer to clause 9.6 for full details.

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 policy 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 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; or

5.2.2

the *policy* is terminated. The circumstances in which *you* or *we* can terminate the *policy* are explained in clause 14.

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

If we determine to renew the policy, 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* determine not to renew *your* cover (including for the reasons detailed in clause 14.1), *we* will give *you* notice as described in clause 14.5. Any decision by *Cigna* not to renew shall not be based on *your* claims history or any *condition* suffered by any *beneficiary*.

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?

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.

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.

The *beneficiary's area of coverage* must be the same as the *policyholder's*, otherwise the *beneficiary* must take out a separate *policy*, or an alternative *Cigna* plan.

8.3

If you or your spouse gives birth, you may apply to add the newborn as a *beneficiary* to your existing plan. The newborn will be subject to full medical underwriting and an additional premium will be due. We will tell you whether we will offer cover to the new *beneficiary*, 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

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

9.4

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.*

9.5

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).

9.6

This *policy* is subject to a *Condition* limit as detailed in the *list of benefits*. This is the annual amount *we* will pay towards all costs of *treatment* following the diagnosis of a *condition*. This includes all claims paid across *inpatient*, *daypatient* and *outpatient* in relation to the primary *condition*. This applies to each *beneficiary* per *period of cover*. We will only pay for *outpatient* costs if the Outpatient and Wellness Care option has been selected, with the exception of *benefits* which include *outpatient treatment* as part of *your Core cover*.

We will not pay for any costs that exceed the overall *Condition* limit as detailed in the *list of benefits* in the *Customer Guide*.

10. Coverage options

10.1

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

10.2

You may (if you pay additional premium) add to the cover provided under the Core cover 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

Outpatient and Wellness Care; and

10.2.2

Dental Care and Treatment.

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

Beneficiaries will be covered for emergency treatment on an inpatient or daypatient basis or provided on an outpatient basis (if the Outpatient and Wellness Care additional coverage option has been purchased under your policy) during temporary trips, even if those trips are outside your area of coverage. As with all emergency treatment, if you have not purchased the Outpatient and Wellness Care additional coverage option, your emergency treatment will only be covered if it results in an admission to the hospital. Please note, the health check and screenings under the Outpatient and Wellness Care option are not covered under the Out of Area Emergency cover benefit. This cover will be limited to a maximum period of twenty one (21) days per trip and a maximum of forty five (45) days per period of cover for all trips combined and up to the overall annual limit of the Out of Area Emergency cover benefit. 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.

Proof of the date of entry into the country outside *your 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.

11. Premium and other charges

11.1

Your Certificate of Insurance sets out the premium and any other charges (such as taxes) which are payable, and states when and how they must be paid.

11.2

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

11.3

We will 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.

11.4

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.

11.5

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.

11.6

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.

12. Deductible

12.1

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

12.2

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

12.3

You can choose to have a *deductible* on the *Core cover* or Outpatient and Wellness Care 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*.

12.4

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.

12.5

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.

13. Cost share

13.1

If a *cost share* is selected on the *Core cover*, 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 (1) *period of cover.*

13.2

If a *cost share* is selected on the Outpatient and Wellness Care 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 (1) *period of cover*.

13.3

Only amounts you pay related to the cost share on the Core cover or Outpatient and Wellness Care option 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 Core cover or Outpatient and Wellness Care option, or outside your area of coverage (subject to the terms of the Out of Area Emergency cover benefit); or due to penalties for not obtaining proper prior authorisation or using out of network providers in the USA, are not subject to the out of pocket maximum.

13.4

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

13.5

You can choose to have a *cost share* on the *Core cover* or Outpatient and Wellness Care 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*.

13.6

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 12 for more information relating to *deductibles*.

13.7

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.

13.8

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.

14. Termination of cover

14.1

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

14.1.1

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;

14.1.2

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

14.1.3

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;

14.1.4

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;

14.1.5

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

14.1.6

we reserve the right to cancel the policy if we reasonably believe you have travelled to a country outwith your area of coverage for treatment, unless covered under the terms of clause 10.6; or

14.1.7

we reserve the right to cancel the *policy* if any *beneficiary* relocates to a country which is not *your country of habitual residence.*

14.2

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.

14.3

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 14.1.4, 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.

14.4

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.

14.5

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.

15. Your duty of reasonable care

You must take reasonable care to answer all questions from us honestly, accurately and in full, including those stated on your medical underwriting questionnaire as declared on your application form. 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.

16. 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.

17. Expatriates and nationals

17.1

This *policy* is only offered to *beneficiaries* who are *expatriates*. Therefore, this *policy* will only cover the costs of *treatment* in *your country of nationality* in circumstances where *you* are a temporary resident in *your 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 in the *area of coverage*.

We reserve the right to review all claims submitted by *beneficiaries* in their *country of nationality* and to refuse payment of any claim or issuance of a guarantee of payment if we reasonably believe that the *beneficiary* intends to be resident or has been resident in their *country of nationality* in excess of one hundred and eighty (180) days in aggregate during the *period of cover*.

Please note, the *country of nationality* where *beneficiaries* can obtain *treatment* is the same as the *policyholder's country of nationality.*

17.2

If any *beneficiary* ceases to be an *expatriate* (whether as a result of a change of nationality or a change of habitual residence), then *you* may leave the *policy* in force, subject to clause 17.1. Coverage will not be renewed for the *beneficiary* if;

17.2.1

we terminate the *policy* in accordance with clause 14.2, in which case clauses 14.3 and 14.4 will apply; or

17.2.2

if you cease to be a resident in your country of habitual residence as stated on your application, you must inform us immediately and send us proof of your new address in *your* new *country of habitual residence*. The proof of address can be in the form of a utility bill (a gas or electricity bill) or bank statement. *We* will continue to cover *you* and all *beneficiaries* if it is lawful for *us* to do so in that *country of habitual residence*. Please note, *your* premium may change.

18. Change of address and nationality

18.1

We will send any communication and notices in relation to this *policy* to the email address *you* have provided. Your policy documents will be available in your secure online Customer Area.

18.2

You must tell us if any beneficiaries change their address within the country of habitual residence, or country of nationality.

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 *Policy Rules, you* may need to contact *us* in writing. If so, *you* should write to *us* at:

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

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

In other circumstances *you* can call *our* Customer Care Team 24/7 on: +44 (0) 1475 788 182 or from 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 months' 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*. *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) 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 *you* or any *beneficiaries* with cover, *you* authorize *us* to discuss any claim with them and to negotiate with them as regards who pays what proportion of any claim.

25. Data protection

25.1

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

25.2

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

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

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

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

All communications in relation to this *policy* will be provided in English.

27. Regulatory information

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

28. Complaints

28.1

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

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

28.2

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

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

Ombudsman van de Verzekeringen de Meeûssquare 35, bus 6 1000 Brussel Telephone: +32 (2) 547 58 71 Fax: +32 (2) 547 59 75 Email: **info@ombudsman.as**

The Financial Ombudsman Service Exchange Tower London E14 9SR

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

29. Applicable law and jurisdiction

29.1

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

29.2

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

SECTION 2: GENERAL EXCLUSIONS



These are *your* General Exclusions. Please also refer to the *list of benefits* detailed in the *Customer Guide*, including the notes section for any further restrictions 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 Outpatient and Wellness Care, or Dental Care and Treatment 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 *Core cover* 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 *preexisting condition* of which the *policyholder* was (or should reasonably have been) aware at the date cover commenced.

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; and
- 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

Footcare by a Chiropodist or Podiatrist.

1.7.8

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

> one (1) sleep study; and

> the hire of equipment such as a Continuous Positive Airway Pressure (CPAP) machine (only if the *beneficiary* has cover under the Outpatient and Wellness Care option).

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

1.7.9

Treatment which is provided by:

- 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*.

1.7.10

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.

1.7.11

Treatment for, or in connection with, smoking cessation.

1.7.12

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; and
- 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.

1.7.13

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.

1.7.14

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.

1.7.15

Developmental problems including:

- a) learning difficulties such as dyslexia;
- b) autism or attention deficit disorder (ADHD); and

c) physical development problems such as short height.

1.7.16

Disorders of the temporomandibular joint (TMJ).

1.7.17

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 twenty four (24) months; and
- has been through a psychological assessment which has confirmed that it is appropriate for them to undergo the procedure.

1.7.18

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

1.7.19

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.

1.7.20

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

1.7.21

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

1.7.22

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.

1.7.23

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.

1.7.24

Foetal surgery, i.e. *treatment* or *surgery* undertaken in the womb before birth or *treatment* by way of the intentional termination of pregnancy, unless the pregnancy endangers a *beneficiary's* life or mental stability, and any other maternity *treatments* including complications arising from maternity.

1.7.25

Treatment directly related to surrogacy.

1.7.26

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).

1.7.27

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.

1.7.28

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).

1.7.29

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

1.7.30

Treatment in the USA, unless the *beneficiary*'s *area of coverage* includes the USA, or the *treatment* can be covered under the Out of Area Emergency cover *benefit* as detailed in clause 10.6.

1.7.31

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).

1.7.32

Any treatment outside your country of habitual residence or country of nationality (area of coverage), unless the treatment can be covered under the Out of Area Emergency cover benefit.

1.7.33

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

1.7.34

Any expenses in relation to international emergency medical evacuation or repatriation services.

1.7.35

Any expenses for ship-to-shore evacuations.

1.7.36

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

1.7.37

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.

1.7.38

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 is prescribed.

1.7.39

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.

1.7.40

Appliances, including but not limited to hearing aids and spectacles (unless the Dental Care and Treatment option is selected) which do not fall within *our* definition of *surgical appliances* and/or *medical appliances*.

1.7.41

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

1.7.42

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

1.7.43

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.

1.7.44

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' - 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.

'Area of coverage' - your country of habitual residence and your country of nationality. For the avoidance of doubt this is the policyholder's country of habitual residence and country of nationality.

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.*

'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, and any special exclusions 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.

'Condition' - any disease, illness or *injury* a *beneficiary* is diagnosed with.

'Core cover' - includes all aspects of *inpatient* and *daypatient treatment* included in the *list of benefits.* This does not include the optional modules which *you* may choose.

'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 *Core cover* and the Outpatient and Wellness Care 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 all *beneficiaries* habitually reside, as stated on *your application*.

'Country of nationality' - the country of which *you are* 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 Dental Care and Treatment 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.

'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.



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

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

'Evidence-based treatment' -

treatment which has been researched, reviewed and recognised by:

- the National Institute for Health and Clinical Excellence; or
- > the Cigna Medical Team; or
- another source recognised by the Cigna Medical Team.

'Expatriate' - means a *beneficiary* residing outside the country of which they are a national, in the *country of habitual residence* as stated on *your application*.

'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*. н

'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*.

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

'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.

M

'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.

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

'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 *Core cover* or Outpatient and Wellness Care 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 *Core cover* or Outpatient and Wellness Care 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*.



'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.



'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.



'Schedule of surgical procedures' -

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

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

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

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

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

'Specialist' - a *doctor* who is recognised, registered or licensed as such under the laws of the country, state or other regulated area in which the *treatment* is provided and only for the *treatment* which is being recommended. **'Spouse'** - a *beneficiary's* legal husband or wife, or unmarried or civil partner who *we* have accepted for cover under this *policy*.

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

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

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

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

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

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



'USA' - the United States of America.

'You, your' - the policyholder.





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