Policy wording

(EFFECTIVE 1ST NOVEMBER 2009)

ASIA CARE

AETNA GLOBAL BENEFITS®



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To help **You** understand **Your** Policy the following words and phrases used anywhere within **Your** Policy have specific meanings, which are set out in this section. To enable **You** to recognise the defined words and phrases **We** have shown them in bold wherever they appear in **Your Policy**.

Accident

An unexpected, unforeseen and involuntary external event resulting in injury occurring whilst **Your Policy** is in force.

Acute

A Medical Condition which is brief, has a definite end point and which We, on Advice or General Advice, determine can be cured by Treatment.

Act of Terrorism

An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or **Group**(s) of persons, whether acting alone or on behalf of or in conjunction with any organisation(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons, including the intention to influence any government and/or to put the public or any section of the public in fear.

Advice

Any consultation from a **Medical Practitioner** or **Specialist**, including the issue of any prescriptions or repeat prescriptions.

Appliances

Devices and equipment when used as an integral part of a surgical procedure administered by a **Medical Practitioner** or **Specialist**.

Benefits

The insurance coverage provided by this **Policy** and any extensions or restrictions shown in the **Policy Schedule** or in any endorsements (if applicable).

Bodily Injury

Injury which is caused solely by an Accident which results in the Insured Person's dismemberment, disablement or other physical injury.

Chronic

A disease, illness or injury that has at least one of the following characteristics:

- It continues indefinitely and has no known cure;
- It comes back or is likely to come back;
- It is permanent;
- You need to be rehabilitated or specially trained to cope with it;
- It needs long term monitoring, consultations, checkups, examinations or tests.

Co-Insurance

The percentage of the total value of the incurred expenses for which the **Policyholder/Insured Person** is responsible.

Commencement Date

The date shown on the **Policy Schedule** on which the **Policy** first came into effect.

Complex/Major/Minor

The decision as to whether a Surgeon's fees relate to a Complex, Major or Minor Operation shall be made in association with the Schedule of Operations, as supplied at the Commencement Date and Renewal Date. Any surgical procedure performed which is not listed in the Schedule of Operations is subject to negotiation between the treating Surgeon and Our Claims Service.

If no agreement can be reached, the matter shall be referred to an independent third party, being a Surgeon/Physician/Specialist, whose decision shall be final.

Congenital Anomaly

A genetic, physical, or (bio) chemical defect, disease or malformation, which may either be **Hereditary**/familial or due to an influence during gestation up to birth, and which may or may not be obvious at birth.

Continuous Transfer Terms

The acceptance by Us of Your original Date of Entry as shown by Your current insurer will be applied to Your Policy with Us. We will maintain Your existing underwriting or special acceptance terms, as offered by Your existing insurer, such as any moratoria or specific exclusions and Your Policy with Us will be governed by the terms and conditions of Our Policy. Any transfer will be subject to no enhanced Benefits being provided. We reserve the right at all times to decline a Continuous Transfer Terms application without giving any reason.

Country of Nationality

For the purpose of this **Policy**, this will be the country for which **You** hold a passport.

Country of Residence

The country in which **You** have **Your** habitual residence (residing for a period of no less than six months per **Period of Cover**) at the time this **Policy** is first taken out or at each subsequent **Renewal Date**.

Date of Entry

The date shown on the **Policy Schedule** on which an **Insured Person** was included under this **Policy**.

Day-Patient

An **Insured Person** who is admitted to a **Hospital** bed but does not stay overnight.

Dental Practitioner

A person who is licensed by the relevant licensing authority to practice dentistry in the country where the dental **Treatment** is given.

Dependant(s)

One spouse or adult partner and/or unmarried children who are not more than 18 years old and residing with You, or 23 years old if in full-time education, at the Date of Entry or at any subsequent Renewal Date. The term partner shall mean husband, wife or the person permanently living with You in a similar relationship.

All **Dependants** must be named as **Insured Persons** in the **Policy Schedule**.

Direct Settlement Network/ Provider Network

(Only available in certain countries):

The medical providers where You are able to obtain Treatment for valid Medical Conditions and where the expenses will be settled directly by Us. You are still responsible for any Coinsurance or Excess applicable to Your Policy which must be settled directly with the medical providers at the time of Treatment.

Please Note: Where You receive
Treatment for a Medical Condition
that is not covered within the terms of
Your Policy, You remain liable for the
costs of such Treatment, which must be
settled in full upon request. Failure to act
accordingly will result in the suspension
or cancellation of Your Policy, without
refund of premium.

Drugs and Dressings

Essential drugs, dressings and medicines prescribed by a **Medical Practitioner** or **Specialist** and which are not available without prescription.

Elective

Planned **Treatment** which is **Medically Necessary**, but which is not required in an **Emergency**.

Emergency

A sudden, serious, and unforeseen **Acute Medical Condition** or injury requiring immediate medical care.

Evacuation

Where **Treatment** is not available at the place of the incident, the costs incurred in moving an **Insured Person** from the place of incident to the nearest country with appropriate medical facilities, as determined by the attending **Medical Practitioner** or **Specialist** in conjunction with **Our** medical advisors. All airline tickets are limited to economy class.

Excess

The amount payable by an Insured Person in respect of expenses incurred before any Benefits are paid under the Policy, as specified in Your Policy Schedule.

Expatriate

Any persons living or working outside of the country for which they hold a passport, for a period exceeding six months per **Period of Cover**.

General Advice

Advice from the relevant professional body to establish medical practice and/or established medical opinion in relation to any Medical Condition or Treatment.

Group

A compulsory enrolment of all employees (minimum three employees) covered under a single insurance agreement, purchased by their employer as an employee **Benefit**, and where identical **Benefits** have been provided to each member and accepted as such by **Us**.

Hereditary

Transmitted from parents to offspring; inherited and which presents symptoms at birth.

Hospital

An establishment that is legally licensed as a medical or surgical **Hospital** under the laws of the country in which it is situated.

In-Patient

An **Insured Person** who stays in a **Hospital** bed and is admitted for one or more nights solely to receive **Treatment**.

Insured Person/You/Your

The **Policyholder** and/or the **Dependants** named on the **Policy Schedule**.

Local National

Any persons living or working in the country for which they hold a passport for a period exceeding six months per **Period of Cover**.

Medical Condition

Any injury, illness or disease.

Medical Practitioner

A person who has attained primary degrees in medicine or surgery by attending a medical school recognised by the World Health Organisation and who is licensed by the relevant authority to practice medicine in the country where the **Treatment** is given.

Medically Necessary

A medical service or **Treatment** which, in the opinion of a qualified **Medical Practitioner**, is appropriate and consistent with the diagnosis and which in accordance with generally accepted medical standards could not have been omitted without adversely affecting the **Insured Persons** condition or the quality of medical care rendered.

New Born

A baby who is within the first 16 weeks of its life following delivery.

Organ Transplant

The replacement of vital organs (including bone marrow) as a consequence of an underlying **Medical Condition**.

Operation

A surgical procedure performed in an operating theatre.

Out-Patient

An Insured Person who receives Treatment at a recognised medical facility, but is not admitted to a Hospital bed as an In-Patient or Day-Patient.

Palliative Treatment

Any Treatment given, on Advice or General Advice, for the purpose of offering temporary relief of symptoms. Palliative Treatment is not given to cure the Medical Condition causing the symptoms. For the purposes of this Policy, Palliative Treatment will include renal dialysis.

Period of Cover

The **Period of Cover** set out in the **Policy Schedule**. This will be a 12-month period starting from the **Date of Entry** or any subsequent **Renewal Date** as applicable.

Policy

Our contract of insurance with **You** providing cover as detailed in this document.

Policyholder

The person or company named as **Policyholder** in the **Policy Schedule**.

Policy Schedule

The schedule giving details of the **Policyholder** and the **Insured Persons**, **Policy** details and endorsements (if applicable).

Private Room

Single occupancy accommodation in a private **Hospital**.

Qualified Nurse

A nurse whose name is currently on any register or roll of nurses, maintained by any Statutory Nursing Registration Body within the country in which they are resident.

Reasonable and Customary Charges

The average amount charged in respect of valid services or **Treatment** costs, as determined by **Our** experience in any particular country, area or region and substantiated by an independent third party, being a practicing Surgeon/Physician/ **Specialist** or government health department.

Related Condition

Any injuries, illnesses or diseases are **Related Conditions** if **We**, on **General Advice**, determine that one is a result of the other or if each is a result of the same injury, illness or disease.

Rehabilitation

Assisting an Insured Person who, following a Medical Condition, requiring physical therapy and assistance in independent living to restore them, as much as Medically Necessary or practically able, to the position in which they were in prior to such Medical Condition occurring.

Renewal Date

The anniversary of the Commencement Date of the Policy.

Semi-Private Room

Dual occupancy accommodation in a private **Hospital**.

Specialist

A registered **Medical Practitioner** who currently holds a substantive consultant appointment in that speciality, which is recognised as such by the statutory bodies of the relevant country.

Treatment

Surgical, medical or other procedures, the sole purpose of which is the cure or relief of a **Medical Condition**.

Underwriters

Those insurance companies named as **Underwriters** in **Your Policy Schedule**.

We/Our/Us

Aetna Global Benefits (Asia Pacific) Limited on behalf of **Underwriters** as detailed in **Your Policy Schedule**.

Cover

We will provide cover for the Treatment of **Medical Conditions** which first manifest themselves during any Period of Cover and where **Treatment** is actually given during the current Period of **Cover** or where such **Medical Conditions** have manifested themselves prior to the **Date of Entry** but have been declared to and accepted by **Us** in writing.

- Classic US \$100,000 per Insured Person, per annum
- Executive US \$250,000 per Insured Person, per annum

Any Benefits listed which do not appear in Your Policy Schedule are not covered.

All costs incurred must be **Medically Necessary** and subject to **Reasonable** and **Customary Charges**.

The following **Benefits** are covered under this **Policy**, up to the maximum sum insured relative to **Your** chosen level of cover and as declared on the **Policy Schedule**, being:

BENEFITS

Description	Classic	Executive
Description 1. Hospital Room and Board Accommodation and the cost of meals supplied whilst an In-Patient or Day-Patient in a Hospital.	Full Refund subject to maximum of US \$125 per day.	Full Refund subject to maximum of US \$225 per day.
2. Intensive Care Unit Accommodation and meals supplied whilst admitted to a specific Intensive Care Unit as an In-Patient.	Full Refund subject to maximum of US \$2,000 per annum.	Full Refund subject to maximum of US \$3,000 per annum.
3. Hospital Charges Diagnostic procedures, (including X-rays, laboratory tests), prescribed Drugs and Dressings and nursing by a Qualified Nurse whilst an In-Patient or Day-Patient in a Hospital.	Full Refund subject to maximum of US \$2,000 per Medical Condition .	Full Refund subject to maximum of US \$3,400 per Medical Condition .
4. Home Nursing Nursing care given outside a Hospital which is received immediately subsequent to Treatment as an In-Patient or Day-Patient on the recommendation of a Specialist and provided by a Qualified Nurse. All Treatment under this Benefit must be pre- authorised by Us.	Not applicable.	100% of costs up to a maximum of 30 days per Medical Condition .
5. Surgeon's Fees The fees of the Surgeon in respect of a) consultations pre and post surgery b) any surgical procedure	Full Refund subject to maximum of: Complex: US \$5,000 per Operation. Major: US \$3,000 per Operation. Minor: US \$1,300 per Operation.	Full Refund subject to maximum of: Complex: US \$8,000 per Operation. Major: US \$5,000 per Operation. Minor: US \$2,000 per Operation.
6. Anaesthetist's Fees The fees of the Anaesthetist for the purpose of carrying out anaesthesia to enable a surgical procedure to be performed on an In-Patient or Day-Patient in a Hospital.	Full Refund subject to maximum of 30% of the Surgeon's Fees per Operation .	Full Refund subject to maximum of 30% of the Surgeon's Fees per Operation .
7. Operating Theatre Fees The costs of the Operating Theatre in a Hospital and any associated materials, for the purpose of performing a surgical procedure on an In-Patient or Day-Patient.	Full Refund subject to maximum of 30% of the Surgeon's Fees per Operation .	Full Refund subject to maximum of 30% of the Surgeon's Fees per Operation .

Cover

Description	Classic	Executive
8. Medical Practitioner's/Specialist's Fees The costs of consultations (other than with Your Surgeon) and physiotherapy provided whilst an In-Patient or Day-Patient in a Hospital.	Full Refund subject to maximum of US \$125 per day.	Full Refund subject to maximum of US \$225 per day.
9. Organ Transplant The entire costs incurred to perform an Organ Transplant, including Accommodation, Intensive Care Unit, Hospital Charges, Surgeon's Fees, Anaesthetists Fees, Operating Theatre Fees, Specialist's Fees whilst an In-Patient in a Hospital. Organ Transplants covered under this Policy are: a) heart b) heart/lung c) lung d) kidney e) kidney/pancreas f) liver g) allogenic bone marrow h) autologous bone marrow	Maximum US \$20,000 in the lifetime of the Insured Person , and subject to the Policy cover being maintained throughout the period.	Full Refund.
10. AIDS Medical expenses which arise from or are in any way related to Human Immunodeficiency Virus (HIV) and/or HIV related illnesses and including Acquired Immune Deficiency Syndrome (AIDS) being maintained throughout or AIDS Related Complex (ARC) and/or any mutant the period, derivative or variations thereof.	Not applicable.	Maximum US \$5,000 per Period of Cover .
11. Complications of Pregnancy Treatment of a Medical Condition which arises during the antenatal stages of pregnancy, or a Medical Condition which arises during childbirth and requires a recognised obstetric procedure.	Not applicable.	Full Refund subject to maximum of US \$12,000 per condition (subject to a waiting period).
12. New Born Cover In-Patient Treatment of an Acute Medical Condition being suffered by a New Born baby which manifests itself within 30 days following birth.	Benefit is limited to US \$10,000 and to a maximum of 30 days Hospital stay.	Benefit is limited to US \$10,000 and to a maximum of 30 days Hospital stay.
13. Accidental Damage to Teeth Treatment initially received in a dental surgery or in an Accident and Emergency ward of a Hospital within seven days of incurring accidental damage caused to sound, natural teeth, except when the accidental damage has been caused through eating, when given by a Medical or Dental Practitioner.	Not applicable.	Full Refund subject to maximum of US \$4,200 per annum.
14. Evacuation Evacuation costs of an Insured Person in the event of Treatment not being readily available at the place of the incident to the nearest appropriate facility, for the purpose of admission to Hospital as an In-Patient or Day-Patient. Costs of Evacuation do not extend to include any air-sea rescue or mountain rescue costs that are not incurred at recognised ski resorts or similar winter sports resorts. Extended to cover the costs for one other person to travel with the Insured Person, as an escort.	Full Refund.	Full Refund.
15. Oncology Treatment given for cancer received as an In-Patient, Day-Patient, or Out-Patient.	Full Refund subject to maximum applicable In-Patient/Day-Patient limits.	Full Refund subject to maximum applicable In-Patient/Day-Patient limits.
16. CT and MRI scans and Out-Patient surgery Scans received as an In-Patient, Day-Patient or Out-Patient, Out-Patient surgery. All Treatment under this Benefit must be pre-authorised by Us.	Full Refund subject to maximum applicable In-Patient/Day-Patient limits.	Full Refund subject to maximum applicable In-Patient/Day-Patient limits.

Exclusions

This **Policy** does not cover expenses arising from:

- 1. Any Medical Condition or Related Condition for which You have received Treatment, had symptoms of, to the best of Your knowledge existed or You sought Advice for prior to Your Date of Entry (pre-existing Medical Condition), except where such Medical Conditions have been declared to Us and accepted in writing. After two years' continuous membership, any pre-existing Medical Conditions (and Related Conditions) will become eligible for Benefit provided (in respect of that condition) You have not during that period:
 - a) consulted any Medical Practitioner or Specialist for Treatment or Advice (including checkups);
 - b) experienced further symptoms; or
 - c) taken medication (including drugs, medicines, special diets or injections).

- Chronic supportive Treatment of renal failure, including dialysis. We will, however, pay for the cost of renal dialysis incurred:
 - a) immediately pre and post operatively.
 - b) in connection with **Acute** secondary failure when dialysis is part of intensive care.

This Exclusion does not apply to **Benefit** 10 — AIDS.

- 3. **Treatment** received as an **Out-Patient** excepting cover under **Benefits** 15 and 16.
- 4. **Treatment**, which **We** determine on Medical **Advice**, is either experimental or unproven.
- Birth Injuries, Congenital Anomalies, genetic deformities or diseases, Hereditary Medical Conditions.
- Routine physical examination by a Medical Practitioner, including gynaecological investigations, normal hearing tests, routine tests, newborn neo-natal care, inoculations, vaccinations and preventative medicines.

- Normal eye tests, non-medical/ natural degenerative eye defects, including, but not limited to myopia, presbyopia and astigmatism and any corrective surgery for non-medical/ natural degenerative sight defects.
- Rehabilitation unless it forms an integral part of Treatment received as an In-Patient and is under the control or supervision of a Specialist and is undertaken in a recognised Rehabilitation unit.
- 9. Treatments received in health hydros, nature cure clinics, spas or similar establishments or private beds registered as a nursing home attached to such establishments or a Hospital where the Hospital has effectively become the Insured Person's home or permanent abode or where admission is arranged wholly or partly for domestic reasons.
- 10. Cosmetic **Treatment**, and any consequence thereof.

Exclusions

This Policy does not cover expenses arising from:

- 11. Treatment for weight loss or weight problems, whether or not preceding or as a consequence of a psychiatric condition, and any associated Treatment costs consequent of cosmetic surgery or arising as a result of an eating disorder or weight problem, including any required psychiatric Treatment where the psychiatric condition is a Related Condition to the eating disorder.
- 12. Alternative medicines including, but not limited to, optometrists, hypnotherapists and lactation examiners.
- Costs of providing, maintaining or fitting any external prostheses or Appliance, hearing and/or visual aids or other equipment, medical or otherwise.
- 14. Costs incurred in connection with locating a replacement organ or any costs incurred for removal of the organ from the donor, transportation costs of same and all associated administration costs.

- 15. Any second or subsequent medical opinions from a Medical Practitioner or Specialist for the same Medical Condition unless it has been authorised by Us in writing.
- 16. Normal pregnancy or childbirth.
- 17. Voluntary caesarean section or Medically Necessary caesarean section costs due to any previous non-Emergency caesarean sections undertaken.
- 18. Pregnancy termination on non-medical grounds, antenatal classes, midwifery costs when not associated with delivery.
- 19. Complications of pregnancy costs arising during the first twelve months from the **Date of Entry**.
- 20. **Treatment** directly or indirectly arising from or required in connection with male and female birth control, infertility and/or fertility and sterilisation (or its reversal).

- 21. Any form of assisted conception or any complications thereof including, but not limited to, premature or multiple births following assisted conception. A declaration of health is required in respect of all **Dependants** who are born following assisted conception. We reserve the right to reject any application without giving any reason.
- 22. **Treatment** of impotence or any **Related Condition** or consequence thereof.
- 23. **Treatment** directly or indirectly associated with a sex change and any consequence thereof.
- 24. Venereal disease or any other sexually transmitted diseases or any **Related Condition**.
- 25. Routine or restorative dental Treatment, whether or not performed by a Medical Practitioner or Dental Practitioner or a Specialist or an oral and maxillofacial Surgeon.

Exclusions

This Policy does not cover expenses arising from:

- Orthodontic Treatment, gingivitis, and periodontitis or any Related Condition.
- 27. Treatment for psychiatric illness or disorder of the mind and costs in respect of a psychotherapist, psychologist, family therapist or bereavement counsellor.
- 28. Treatment for learning difficulties, hyperactivity, attention deficit disorder, speech therapy and developmental, social or behavioural problems in children.
- 29. **Treatment** for alcoholism, drug or substance abuse or any addictive condition of any kind and any injury or illness arising directly or indirectly from such abuse or addiction.
- Suicide or attempted suicide, Bodily Injury or illness, which is willfully self-inflicted or due to negligent or reckless behaviour.
- 31. Any injury sustained directly or indirectly as a result of the Insured Person acting illegally or committing or helping to commit a criminal offence.
- 32. Travel and accommodation costs unless specifically agreed by **Us** in writing prior to travel. No travel or accommodation costs are payable where **Treatment** is obtained solely as an **Out-Patient**, including the cost of a hire car.

- 33. Costs and expenses incurred where an **Insured Person** has travelled against medical **Advice**.
- 34. Treatment and expenses directly or indirectly arising from or required as a consequence of: war, invasion, acts of foreign enemy hostilities (whether or not war is declared), civil war, rebellion, revolution, insurrection or military or usurped power, mutiny, riot, strike, martial law or state of siege or attempted overthrow of government or any Act of Terrorism, unless the Insured Person sustains Bodily Injury whilst an innocent bystander only up to a maximum amount of US \$50,000 per Insured Person per incident.
- 35. **Treatment** directly or indirectly arising from or required as a result of chemical contamination or contamination by radioactivity from any nuclear material whatsoever or from the combustion of nuclear fuel, asbestosis or any **Related Condition**.
- 36. Regardless of any contributory clause(s), this insurance does not cover Treatment of a Medical Condition which is in any way caused or contributed to by an Act of Terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent. If We allege that by reason of this exclusion any claim is not covered by this insurance, the burden of proving the contrary shall be upon You.

- 37. **Treatment** for sleep-related breathing disorders including snoring, fatigue, jet lag or work-related stress or any **Related Condition**.
- 38. Dietary supplements and substances which are available naturally and that can be purchased without prescription, including but not limited to vitamins, minerals and organic substances.
- 39. Home Visits by a Medical Practitioner, Specialist or Qualified Nurse unless specifically agreed by Us in writing prior to consultation.
- 40. Treatment received in respect of the routine management of a Chronic condition which existed prior to 1st June 2001, or Your original Date of Entry to the Policy or Your Renewal Date between 1st June 2001 and 31st May 2002, whichever is the later.

Product Options

The following endorsements only apply if they are specifically noted in **Your Policy Schedule**.

OPTION 001- **OUT-PATIENT TREATMENT** (EXECUTIVE PLAN ONLY)

Cover under this **Policy** is extended to include **Treatment** for **Medical Conditions**, including **Chronic** conditions, received as an **Out-Patient** in respect of the following:-

- 1. Medical Practitioner and Specialist
 - a) **Medical Practitioner** fees including consultations
 - b) Specialist fees
 - c) Diagnostic and surgical procedures including pathology, X-rays
 - d) Treatments administered by registered physiotherapists, chiropractors, osteopaths, homeopaths, acupuncturists and podiatrists when given under the direct control of and following referral by a Medical Practitioner or Specialist. Benefit is limited to 10 sessions per Medical Condition.
 - e) Traditional Chinese medicine administered by a traditional Chinese practitioner, registered in the relevant country in which they practice, up to 10 sessions per **Period of Cover** and a maximum of US \$15 per visit (limited to recognised traditional Chinese practitioners registered to practice within the country in which they are resident).

2. Prescribed Drugs and Dressings

Drugs and Dressings, medicines and **Appliances** prescribed by a **Medical Practitioner** or **Specialist**.

In respect of 1. a), b) and 2., **Benefit** is restricted to a maximum of 30 visits per **Period of Cover** and a maximum of US \$1,000 per **Insured Person** per annum.

A Co-Insurance of 20% applies to this Benefit. The Benefit payable in respect of this option is limited to a maximum of US \$2,500 per Insured Person per annum.

This option is only available where the Asia Care Executive Plan has been purchased.

For this **Benefit** only, Exclusion 3 is deleted.

OPTION 002- MEDICAL HISTORY DISREGARDED

Only available to compulsory **Group** schemes of 10 employees or more enrolled in a company **Policy**.

(Compulsory means ALL employees and their **Dependants** are enrolled within 30 days of eligibility, and ALL employees and their **Dependants** are deleted within 30 days of leaving the company employment. Any employee or **Dependant** not covered within 30 days of eligibility will be subject to individual underwriting).

Cover under this **Policy** is extended to include **Treatment** for **Medical Conditions** from which **You** have previously suffered, or **Related Conditions**.

For groups of 10 – 30 employees, a full declaration of health is required in respect of each employee and each of their **Dependants** and cover on a medical history disregarded basis will be at **Our** discretion.

For groups over 30 employees, cover can be offered subject to a declaration of material facts being submitted by the **Group** administrator on behalf of the employees and their **Dependants**.

Continuous Transfer Terms will be the only option available where the scheme was accepted by the previous insurer on a fully underwritten basis.

For this option only, Exclusion 1 is deleted.

General Conditions

1. Policy

Your application form, Our written acceptance, Your Benefit schedule, Your Policy Schedule and the Policy wording must be read as one, as they form the basis of Your contract with Us.

2. Contribution

If there is any other insurance covering any of the same **Benefits**, You must disclose or ensure that the relevant **Insured Person** discloses the same to Us and We shall not be liable to pay or contribute more than Our proper proportion. If it is found that **You** were repaid for all or some of those expenses by another source including any other insurance Policy, We will have the right to a refund from You. Where necessary, We retain the right to deduct such refund from any impending or future claim settlements or to cancel Your **Policy** void from the **Commencement** Date, without a refund of premium.

3. Transfers

a) Where **You** transfer to the Asia Care Plan from any other of **Our** existing plans or, whilst covered under the Asia Care Plan, **You** apply for and receive any enhanced **Benefits** or coverage (such as inclusion of an endorsement at any **Renewal Date**), any enhanced **Benefits**, coverage or maximum refundable amounts are restricted to new **Medical Conditions** which have not been previously suffered from, whether or not diagnosed, occurring after the date of transfer.

- b) Transfer from a **Group** to an individual **Policy** is subject to written approval from **Us**. Terms of cover may be subject to variation.
- c) Transfer from any other similar private medical cover provided by any other insurer is subject to completion of a **Continuous Transfer Terms** declaration form, submission of a copy of the expiring **Policy** and subject to there being no break in cover. **We** reserve the right at all times to decline an application without giving any reason and/or to offer alternative terms.
- 4. Family/Dependant Cover You and Your Dependants are required to be covered under the same Policy with identical Benefits. Where We find that this is not the case, You will be asked to comply with this request at Your next renewal. Failure to comply with this condition will result in the termination of Your Policy.
- 5. Acceptance Clause

 We are entitled to refuse to accept an application from any person without giving a reason. We maintain the right to ask You to provide proof of age and/ or state of health of any person included in Your application. We reserve the right to apply additional endorsements, exclusions or premium increases to reflect any circumstances

 You advise in Your application form or

declared to Us as a material fact.

6. Eligibility

The Policy is designed for Expatriates. Local Nationals can only be considered subject to Our approval. New applicants will be eligible for cover up until the age of 65. Individuals over the age of 65 are not eligible for cover unless the Insured Person's Date of Entry was prior to their 65th birthday.

For compulsory **Group** schemes, ALL employees and their **Dependants** must be enrolled within 30 days of eligibility. All employees and their **Dependants** must be deleted within 30 days from when their employment ceased. Any employee or their **Dependant** not enrolled within 30 days of eligibility will be subject to individual underwriting.

Under the terms of this Policy, cover is not available to persons where their Country of Residence is outside Asia, irrespective of their Country of Nationality. If Your Country of Residence changes to outside Asia during the Policy year We will not be able to offer You renewal.

- 7. Compliance with **Policy** Terms and Conditions

 We shall not be liable under this

 Policy in the event of any failure by an **Insured Person** to comply with its terms and conditions, except where the circumstances of any claim are unconnected with such failure and no fraud is involved.
- 8. Medical Evaluation

General Conditions

We reserve the right to request further test and/or evaluation where We decide that the condition being claimed for may be directly or indirectly related to an excluded condition.

9. Change of Risk

The Policyholder must inform Us as soon as reasonably possible of any material changes relating to any Insured Person which affect information given in connection with the application for cover under this Policy. We reserve the right to alter the Policy terms or cancel cover for an Insured Person following a change of risk.

- 10. Policy Duration and Premiums
- a) The Policy is for one year and is renewable for successive one-year periods, subject to the terms in force at the time of each Renewal Date and to payment of the premium.
 - b) The premium payable may be changed by **Us** from time to time. If **You** move into a higher age band, the premium will increase at the next **Renewal Date**. However, this **Policy** will not be subject to any alteration in premium rates generally introduced until the next **Renewal Date**.
 - c) All premiums are payable in advance of any cover under this **Policy** being provided.
 - d) Your Policy is an annual contract and You are responsible for the whole year's premium even if We have agreed that You may pay by instalments.
- Government Taxes
 To reflect any change in insurance

premium tax or other government levies, **We** may alter the terms and conditions of this **Policy** at any **Renewal Date**. A copy of the current **Policy** terms will be sent to **You** at such time.

12. Break In Cover
Where there is a break in cover, for
whatever reason, **We** reserve the right
to reapply Exclusion 1 in respect of
pre-existing **Medical Conditions**.

13. Children

New Born children will be accepted for cover (subject to the limitations of Benefit 12) from birth. Acceptance of New Born babies is subject to written notification within 30 days of birth and receipt of the full premium within a further 30 days following notification.

Children who are not more than 18 years old residing with You, or below 24 years old if in full-time education, at the date of joining or at any subsequent Renewal Date, will be accepted for cover as Your Dependants. Children will not be accepted for cover, unless on a Policy with a legal parent or guardian and subject to the identical Benefits applying to all parties.

A declaration of health is required in respect of all **Dependants** who are born following assisted conception. **We** reserve the right to reject any application without giving any reason.

14. Alterations

a) We may alter the terms and

conditions of this **Policy** at any Renewal Date. A copy of the current **Policy** terms will be sent to You at such time. You may cancel Your Policy within 15 days following any Renewal Date and, provided You have not made a claim, We will refund Your premium. We will give You reasonable notice of such alterations. We will send details of such alterations to the address We have for You. However, the alterations will take effect even if You do not receive them for any reason.

b) No alteration or amendment to the **Policy** terms will be valid unless it is in writing from **Us**.

15. Waiver

Waiver by **Us** in any instance of any term or condition of this **Policy** will not prevent **Us** from relying on such term or condition in other instances.

16. Cancellation

General Conditions

In the event of any non-payment of premium, We shall be entitled to cancel this Policy. We may, at Our discretion, reinstate the cover if the premium is subsequently paid, though terms of cover may be subject to variation. Whilst We shall not cancel this Policy because of eligible claims made by any Insured Person, We may at any time terminate an Insured Persons cover if he/she or the Policyholder has at any time:

- a) misled Us by misstatement;
- b) knowingly claimed **Benefits** for any purpose other than as are provided for under this **Policy**;
- c) agreed to any attempt by a third party to obtain an unreasonable pecuniary advantage to **Our** detriment;
- d) otherwise failed to observe the terms and conditions of this **Policy** or failed to act with utmost good faith.

If the **Policy** is cancelled by the **Policyholder** at any time other than following the **Renewal Date**, there will be no return of premium.

Applicable Law
 The law applicable to this Policy shall be as specified in the Policy Schedule,

unless You have requested an alternative, which has been accepted in writing by Us. If no law is specified, then the Policy shall be construed according to the laws of England and shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

18. Several Liability

The various **Underwriters** of this **Policy** to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The **Underwriters** are not responsible for the subscription of any co-subscribing **Underwriter** who for any reason does not satisfy all or part of its obligations.

19. Fraudulent/Unfounded Claims
If any claim under this Policy is in any respect fraudulent or unfounded, all Benefits paid and/or payable in relation to that claim shall be forfeited and (if appropriate) recoverable. In addition, all cover in respect of the Insured Person shall be cancelled void from Date of Entry without refund of premiums.

20. Liability

Our liability shall cease immediately upon termination of the Policy for whatever reason, including without limitation non-renewal and non-payment of premium.

21. Premium Refunds
After the first 15 days of cover from Your
Date of Entry, You will not be entitled

to any refund of premium, either in full or in part, for whatever reason.

22. Re-Assignment

If there is more than one Insured Person over the age of 18 and the Policyholder dies, this Policy will automatically be transferred to the oldest Insured Person over the age of 18 years who shall, upon the date of death of the Policyholder, become the Policyholder for the purposes of this Policy and be responsible for paying the premium.

23. Third Parties

The only parties to this contract are the **Policyholder** and **Us**. No other person, including any **Insured Person**, has any right to enforce this **Policy** or any part of it.

24. Subrogation

We retain all rights of subrogation. Other than with Our written consent, You have no entitlement to admit liability for any eventuality or give promise of any undertaking which is binding upon You, Your Dependants or any other person named in the Policy.

25. Currency

The monetary limits applicable to **Your Policy** will be expressed in the same
currency as **Your** premium. Claims paid in
a local currency will be converted at the
rate of exchange quoted in the Financial
Times Guide to World Currencies at the
time **We** assess the claim.

Claims Procedure

Planned **Treatment** undertaken without pre-approval from **Us** may not be eligible for a full refund in accordance the terms of this **Policy**. A verbal confirmation does not constitute pre-approval.

If in doubt, please contact the International Member Service Centre, as shown on **Your** membership card

INTERNATIONAL MEMBER SERVICE CENTRE

All **Insured Persons** have access to International Member Service Centre, which is available 24 hours a day, 365 days a year and is staffed by multilingual operators who can answer **Your** questions about claims. Benefits and cover levels and can process claims in many different languages. The Member Service Centre also gives **You** direct access to the International Health Advisory Team, who can arrange for Hospital admissions, ambulance transfers and air Evacuation where necessary. To obtain assistance from the International Member Service Centre. please use the contact details as shown on Your membership ID card. You will need to provide Your name, reference number, telephone and/or fax number, location and Medical Condition. In any given situation, if You are unsure what to do, contact the International Member Service Centre. In the event of a true medical Emergency or Evacuation, you may also contact the **Emergency** Assistance Medical Helpline using the contact details at the end of this document

IN-PATIENT AND DAY-PATIENT TREATMENT

If You receive Treatment as an In-Patient and Day-Patient, all costs must be paid for in full by You at the time of the Treatment and re-claimed from Us.

In such instances, please ensure that a claim form is completed by **You** and the **Specialist**. Please remit this to the AGB

Claims Service with all substantiating proof of **Your** claim, including but not limited to, the original invoice and proof of payment and a written diagnosis from the **Hospital**. Failure to fully substantiate **Your** claim will result in delayed settlement or may invalidate **Your** claim.

EMERGENCY ADMISSIONS

In the event of Emergency admissions, You should contact the medical helpline as soon as possible after admission. Please do not delay obtaining Emergency Treatment.

OUT-PATIENT TREATMENT — EXECUTIVE PLAN ONLY

 Out-Patient Direct Settlement Network

We have arranged an Out-Patient Direct Settlement Network with certain medical providers in certain countries where You can receive Treatment for eligible Medical Conditions on a direct billing basis.

Please note: You will still be responsible for payment of any Co-Insurance or Excess at the time of Your appointment. Additionally, You will be responsible for the repayment of costs of ineligible Treatment and/or the costs of Treatment for Medical Conditions that are ineligible.

2. Out-Patient Treatment outside of the Direct Settlement Network

Where You receive Treatment as an Out-Patient outside of any Direct Settlement Network (including primary care), all costs must be paid for in full by You at the time of the appointment and re-claimed from Us. In such instances please ensure that a claim form is completed by Your and the Medical Practitioner or Specialist. Please remit this to the AGB Claims Service Centre with all substantiating proof of Your

IMPORTANT

Please ensure that any and all costs for non-Emergency In-Patient/Day-Patient Treatment, and ALL and ANY MRI and CT Scans are agreed by Us, or Our International Member Service Centre, in writing (fax/email/letter) before ANY planned Treatment is undertaken.

Notification of any Elective Treatment or non-Emergency Treatment should be submitted in writing to Us as soon as reasonable and at least 48 hours prior to admission.

Claims Procedure

claim, including but not limited to, the original invoice and proof of payment, prescription and a written diagnosis from the **Medical Practitioner**. Failure to fully substantiate **Your** claim will result in delayed settlement or may invalidate **Your** claim.

GENERAL CLAIMS CONDITIONS AND INFORMATION

We reserve the right to reject any claim, that is not submitted within six months of **Your** initial **Treatment**.

All documents and materials (including but not limited to original accounts, certificates and X-rays) that **We** require to support a claim, an application for cover or change in cover shall be provided without expense to **Us** (including if requested by **Us** a medical report from the **Insured Person's Medical Practitioner** or **Specialist** and details of the **Insured Person's** medical history prior to any claim). In cases where medical information is required by **Us** for consideration of a claim but it is not available to **Us**, it is the

responsibility of the Insured Person to obtain such information from their cur or previous Medical Practitioner, as rent appropriate. Claims may only be made for Treatment actually given during a Period of Cover and Benefit will be available only for expenditure incurred prior to expiry or termination of such cover.

All Claim Forms should be sent to:

AGB Claims Service Centre Suite 401-403 DCH Commercial Centre 25 Westlands Road Quarry Bay, Hong Kong

T: 852 3071 5022 **F**: 852 2866 2555

E: AsiaPacServices@aetna.com

Complaints Procedure

Our aim is at all times to provide a first class standard of service. However, there may be occasions when **You** feel that this objective has not been achieved. Should **You** have any complaint regarding this **Policy**, please contact in writing;

Managing Director Aetna Global Benefits Suite 401-403 DCH Commercial Centre 25 Westlands Road Quarry Bay, Hong Kong

Please always quote **Your Policy** number.

If **You** remain unsatisfied, **You** should write to the **Underwriter** specified in **Your Policy Schedule**.

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