

Policy Wording

PRIMARY HEALTHCARE PLAN
MEDICAL INSURANCE IN THE UNITED KINGDOM
EFFECTIVE 1st NOVEMBER 2009

**AETNA
GLOBAL
BENEFITS®**

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1. DEFINITIONS

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**.

1.1 Accident

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

1.2 Acute condition

A disease, illness or injury that is likely to respond quickly to **Treatment** which aims to return **You** to the state of health **You** were in immediately before suffering the disease, illness or injury, or which leads to **Your** full recovery.

1.3 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.

1.4 Acupuncturist

A **Practitioner** included in the register maintained by the British Acupuncturist Association.

1.5 Advice

Any consultation from a **General practitioner** or **Specialist** including the issue of any prescriptions or repeat prescriptions.

1.6 Aetna Global Benefits Fee schedule

The current schedule of interventional procedures and reimbursement limits approved by **Us**, using the codes and narratives from the Clinical Classification and Schedule Development Group.

1.7 Appliances

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

1.8 Benefits

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

1.9 Benefits table

The **Benefits table** published by **Us** in relation to the Primary Healthcare plans together with any appended notes.

1.10 Bodily injury

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

1.11 Chiropractor

A **Practitioner** included in the Register of Chiropractors maintained by the British Chiropractic Association.

1.12 Chronic condition

A disease, illness or injury which 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, check-ups, examinations or tests.

1.13 Commencement date

The date shown on the **Policy** schedule which may either be the **Date of entry** or the date upon which the **Policy** first became effective.

1.14 Co-insurance

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

1.15 Congenital anomaly

Treatment for abnormalities which the patient has had from birth, except from emergency operations carried out within 14 days of birth.

1.16 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.

1.17 Date of entry

The date shown on the **Policy schedule** on which an **Insured person** was included under this **Policy**.

1.18 Day-patient treatment

Treatment which, for medical reasons, means **You** have to go into hospital or **Day-patient** unit because **You** need a period of clinically-supervised recovery but do not have to stay overnight.

1.19 Dependants

One spouse or adult partner and/or unmarried children who are not more than 21 years old and residing with **You**, or 25 years old if in full-time education, at the date of joining or at any annual **Renewal date**. (The term partner shall mean husband, wife or the person permanently living with **You** whether or not of the same sex in a similar relationship).

All **Dependants** must be named as **Insured persons** in the **Policy schedule**.

1.20 Diagnostic tests

Investigations, such as x-rays or blood tests, to find or help to find the cause of **Your** symptoms.

1.21 Direct Settlement Network

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 **Co-Insurance** or **Excess** applicable to **Your Policy** that must be settled directly with the medical providers at the time of **Treatment**.

1.22 Drugs and dressings

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

1.23 Elective

Planned **Treatment** which is **Medically necessary**, but which is not required as an **Emergency**.

1.24 Eligibility

All residents of the **United Kingdom**.

1.25 Emergency

A sudden, serious, unexpected and unforeseen condition or illness which causes severe symptoms requiring immediate medical care, and constituting a hazard for life, health or physical well-being.

1.26 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**.

1.27 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**.

1.28 General dental practitioner

A **Practitioner** registered in the **United Kingdom** in general dental practice.

1.29 General practitioner

A **Practitioner** registered in the **United Kingdom** in general medical practice.

1.30 Hereditary

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

1.31 Home nursing

The services of a **Qualified nurse** under the supervision of a **Specialist**. All services must be under the direction of a **Specialist** for medical and not for domestic reasons and must follow immediately after a period of **In-patient treatment** or be **Treatment** that would normally justify **In-patient treatment** but is taking place in the home at the **Insured person** out of necessity.

1.32 Homeopath

A **Practitioner** included in the Register maintained by the Faculty of Homeopathy.

1.33 In-patient

A patient receiving **In-patient treatment**.

1.34 In-patient treatment

Treatment which, for medical reasons, means **You** have to stay in hospital overnight or for longer.

1.35 Insured person/You/Your

You and/or the **Dependants** named on the **Policy schedule**.

1.36 Medical condition

Any injury, illness or disease, including **Psychiatric disorder** not otherwise excluded under the **Policy**.

1.37 Medically necessary

A medical service or **Treatment**, which, in the opinion of a qualified **General practitioner** or **Specialist**, 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 person's** condition or the quality of medical care rendered.

1.38 NHS hospital

A hospital in the **United Kingdom** operated within the National Health Service with **Specialist** facilities for medical and surgical **Treatment** as defined by the National Health Services Act 1977, section 128 (As Amended).

1.39 Orthodontist

A **Practitioner** registered with the General Dental Council who holds a higher qualification in orthodontistry or who can adequately demonstrate to **Us** approved **Specialist** accreditation.

1.40 Osteopath

A **Practitioner** included in the Register of **Osteopaths** maintained by the General Council and Register of **Osteopaths**.

1.41 Out-patient

A patient receiving **Out-patient treatment**.

1.42 Out-patient treatment

Treatment given at a hospital, consulting room or **Out-patient** clinic where **You** do not go in for **Day-patient** or **In-patient treatment**.

1.43 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.

1.44 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**.

1.45 Periodontist

A **Practitioner** registered with the General Dental Council who holds a higher qualification in periodontistry or who can adequately demonstrate to **Us** approved **Specialist** accreditation.

1.46 Physiotherapist

A **Practitioner** who is a State Registered **Physiotherapist** acting under the supervision of a **Specialist**.

1.47 Policy

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

1.48 Policyholder

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

1.49 Policy schedule

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

1.50 Practitioner

Any **General practitioner, General dental practitioner, Specialist, Psychiatrist, Periodontist, Orthodontist, Physiotherapist, Qualified nurse, Chiropractor, Osteopath, Acupuncturist, Homeopath** or any other **Practitioner** who from time to time may be approved by **Us** at **Our** sole and absolute discretion, for the purpose of any single claim.

1.51 Pre-existing condition

A disease, illness or injury for which:

- **You** have received medication, **Advice** or **Treatment**; or
- **You** have experienced symptoms, whether the condition has been diagnosed or not in the five years before **Your Date of entry**.

1.52 Private ambulance

A vehicle for road use constructed solely for the purposes of transporting patients with a **Medical condition** and operated by a recognised **Private ambulance** service.

1.53 Private hospital

A nursing home or independent hospital registered under the Registered Homes Act 1984, or a private bed in a National Health Service (**NHS**) **hospital**. It must either be shown in **Our** current hospital list or have been advised by **Us** in writing that its charges are eligible for **Benefits** under the Primary Healthcare plans.

1.54 Private room

Single occupancy accommodation in a **Private hospital** or an **NHS hospital**.

1.55 Psychiatrist

A **Practitioner** who is a **Specialist** in the discipline of psychiatry.

1.56 Psychiatric disorder

Any disease or injury normally treated by a **Psychiatrist**.

1.57 Qualified nurse

A nurse who is on the register of the Nursing and Midwifery Council (NMC) and holds a valid NMC personal identification number.

1.58 Rehabilitation

Assisting an **Insured person** who, following a **Medical condition**, requires assistance in physical, vocational, independent living and educational pursuits to restore them to the position in which they were in prior to such **Medical condition** occurring.

1.59 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.

1.60 Renewal date

The anniversary of the **Commencement date** of the **Policy**.

1.61 Specialist

A registered medical or **General dental practitioner** given accreditation as a **Specialist** in **Treatment** for which **You** have been referred by reason of holding or having held a consultant appointment in that speciality in an **NHS hospital**.

1.62 Treatment

Surgical or medical services (including **Diagnostic tests**) that are needed to diagnose, relieve or cure a disease, illness or injury.

1.63 Underwriters

Aetna Health Insurance Company of Europe Limited.

1.64 United Kingdom

Great Britain and Northern Ireland including for this purpose the Channel Islands and Isle of Man.

1.65 Waiting period

A specified period which follows either the initial issue of the **Policy** or **Our** agreement to an increase in a cover during which **Benefit**, or increased **Benefit**, is not payable in accordance with these **Policy** wordings and the **Benefits table**.

1.66 We/Our/Us

Aetna Global Benefits (Europe) Limited on behalf of **Underwriters** as detailed in the **Policy schedule**.

2. BENEFITS

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.

The following **Benefits** are covered under this **Policy** and are not subject to an overall annual maximum. However, in accordance with the **Benefits table** certain financial limits apply to specific **Benefits**.

We will provide **Benefits** for the following, subject to the level of cover chosen and the **Benefits** detailed in **Your Policy schedule**.

Any **Benefits** listed below which do not appear in **Your Policy schedule** are not covered.

All costs incurred must be **Medically necessary**, and subject to the limits set out in the **Aetna Global Benefits Fee schedule**.

We cover the costs for:

2.1 In-patient

Accommodation and meals, nursing given by a **Qualified nurse** and theatre fee charges in a **Private room** in an **NHS hospital** or in a **Private hospital**, including admittance to an intensive care unit.

In-patient prescribed **Drugs and dressings** and surgical Appliances required during the course of the **In-patient Treatment**.

Prostheses which form an integral part of a surgical procedure, other than cochlear implants.

Specialist, surgeon and anaesthetist fees for each procedure, including aftercare, according to Classification subject to the limits set out in the **Aetna Global Benefits Fee schedule**. Our dedicated provider services helpline is available for **You** and **Your Specialist** to check professional fees against the **Aetna Global Benefits Fee schedule** on 0870 442 7248.

Diagnostic tests as an **In-patient** or **Day-patient** including pathology and radiology.

Benefit will be payable for newborn children up to £6,250 or a maximum of 30 days **In-patient** stay, whichever is the lesser, in respect of **In-patient Treatment** of an **Acute Medical condition** being suffered by the newborn child which manifests itself within 30 days following the date of birth. Cover is subject to the child being included under their parent(s) **Policy** from birth and the premium being paid in full.

2.2 In-patient and Out-patient radiotherapy, chemotherapy, oncology and scanning

Radiotherapy (the use of radiation for **Treatment** of malignant diseases) and chemotherapy (the use of drugs for **Treatment** of malignant diseases). Ultra-sound, CT (computerised tomography), MRI (magnetic resonance imaging) and PET (positron emission tomography) scanning.

2.3 Out-patient charges

Specialist charges for consultations and **Treatment**.

Diagnostic tests including pathology and radiology.

Physiotherapy on referral by a **General practitioner** or a **Specialist** for **Treatment** given by a **Physiotherapist** is restricted to 10 sessions per **Medical condition**. We will require a medical report from a **Specialist** to consider allowing **Benefit** for additional sessions.

Alternative therapies on referral by a **General practitioner** or a **Specialist** for **Treatment** given by Chiropractors, Osteopaths, Homeopaths and Acupuncturists is restricted to 10 sessions per **Medical condition** in aggregate. We will require a medical report from a **Specialist** to consider allowing **Benefit** for additional sessions.

In respect of Primary One:

Alternative Therapies will be paid up to a maximum of £1,000 in aggregate

In respect of Primary Two:

Alternative Therapies will be paid up to a maximum of £750 in aggregate

In respect of Primary Three:

Up to a maximum of £1,000 in total, with a maximum of £250 in aggregate payable for alternative therapies.

2.4 Private ambulance

Charges for transport by a **Private ambulance** when **Medically necessary** to take an **Insured person** to or between an **NHS hospital** or a **Private hospital**.

In respect of Primary One:

Full refund

In respect of Primary Two:

Full refund

In respect of Primary Three:

Up to £150 maximum

2.5 Parent accommodation

Accommodation in a **Private room** in respect of one parent or legal guardian staying with an **Insured person** who is 18 years of age or under and who is admitted as an **In-patient** in a **Private hospital** or an **NHS hospital**.

2.6 Claim Form completion

Contribution towards fees charged by an **NHS General practitioner** for the completion of a Claim Form in respect of **Treatment** proposed or received by an **Insured person**. We will pay up to a maximum of £25 per person per claim form.

2.7 NHS Cash Benefit

When **You** receive **Treatment** in an **NHS hospital** for an eligible **Medical condition**, (other than normal pregnancy), as an **In-patient** and no costs are incurred for accommodation and/or **Treatment**, We will pay **You** an **In-patient Cash Benefit** as follows:

In respect of Primary One **Policy** –

£150 per night up to a maximum of 35 nights

In respect of Primary Two **Policy** –

£100 per night up to a maximum of 35 nights

In respect of Primary Three **Policy** –

£50 per night up to a maximum of 35 nights

Exclusion 3.36 does not apply to this **Benefit**.

2.8 In-patient Psychiatric Treatment

In-patient psychiatric Treatment in a psychiatric unit of an **NHS hospital** or a **Private hospital** as follows:

In respect of **Primary One Policy** –
Full refund up to a maximum of 30 days per **Insured person** per **Period of cover**.

In respect of **Primary Two Policy** –
Full refund up to a maximum of 20 days per **Insured person** per **Period of cover**.

In respect of **Primary Three Policy** –
No **Benefit**

In respect of special psychiatric nursing required on a one-to-one basis –
Full refund up to a maximum of 7 days per **Insured person** per **Period of cover**.

All **Treatment** under this **Benefit** must be pre-authorised by **Us** and must at all times be administered under the direct control of a **Psychiatrist**. Without **Our** written permission prior to such **In-patient Treatment**, **We** will not be liable to pay any **Benefit**.

2.9 Out-patient Psychiatric Treatment

Primary One and Primary Two **Policies** only

Out-patient **Psychiatric Treatment** which must at all times be under the direct control of a **Psychiatrist** as follows:

In respect of **Primary One Policy** –
Up to £1,000 per **Insured person** per **Period of cover**.

In respect of **Primary Two Policy** –
Up to £750 per **Insured person** per **Period of cover**.

All **Treatment** under this **Benefit** must be pre-authorised by **Us** and must at all times be administered under the direct control of a **Psychiatrist**. Without **Our** written permission prior to such **In-patient Treatment**, **We** will not be liable to pay any **Benefit**.

2.10 NHS maternity cash grant

Primary One and Primary Two **Policies** only

When **You** receive **Treatment** in an **NHS hospital** in respect of either a normal pregnancy and childbirth or where complications of pregnancy manifest themselves and no costs are incurred for accommodation and/or **Treatment**, **We** will pay **You** a cash **Benefit** as follows:

Births occurring within 18 months of the date of purchase or **Your Date of entry** whichever is the later are excluded.

In respect of **Primary One Policy** –
£700 per child

In respect of **Primary Two Policy** –
£350 per child

Exclusion 3.36 does not apply to this **Benefit**.

2.11 Home nursing

Primary One and Primary Two **Policies** only

Home nursing given outside an **NHS hospital** or a **Private hospital** which is received subsequent to **Treatment** as an **In-patient** or **Day-patient** on the recommendation of a **Specialist** and must be provided by a **Qualified nurse** as follows:

In respect of **Primary One Policy** –
Full refund up to 13 weeks per **Insured person** per **Period of cover**.

In respect of **Primary Two Policy** –
Full refund up to 10 weeks per **Insured person** per **Period of cover**.

2.12 General practitioner minor surgical procedures

Primary One and Primary Two **Policies** only

Surgical procedures carried out within the **General practitioner's** own surgery and undertaken by the **General practitioner** under local anaesthetic as follows:

Up to £100 per **Insured person** per surgical procedure.

2.13 Out of band Benefit

Primary One and Primary Two **Policies** only

The contribution made by **Us** towards the cost of accommodation and meals, nursing given by a **Qualified nurse** and theatre fee charges for each night spent in a London banded **NHS hospital** or **Private hospital** where the **Insured person** has Provincial cover. This **Benefit** replaces in its entirety the accommodation and meals, nursing given by a **Qualified nurse** and theatre fee charges detailed in the **Benefits** table under the heading "**In-patient charges**". The **Benefits** are as follows:

In respect of **Primary One Policy**
Up to £350 per **Insured person** per night.

In respect of **Primary Two Policy**
Up to £350 per **Insured person** per night.

2.14 Pregnancy and childbirth

Primary One **Policy** only

Costs associated with normal pregnancy and childbirth and any **Related condition**. **Benefits** are limited to childbirth, pre and post-natal check ups, routine investigations (including ultra-sound scanning) and delivery costs. All costs relating to a pregnancy and/or childbirth following assisted conception will be limited to this **Benefit**, whether or not costs incurred are arising from a complication of pregnancy.

Costs incurred within 18 months of the date of purchase or **Your Date of entry** whichever is the later are excluded.

Exclusion 3.36 does not apply to this **Benefit**.

2.15 General practitioner fees

Primary One **Policy** only

Consultations, non-surgical **Treatment** –

up to £600 per **Insured person** per **Period of cover**, subject to a **Co-insurance** of 20%.

Exclusion 3.36 does not apply to this **Benefit**

2.16 Out-patient prescriptions

Primary One **Policy** only

The costs of either an **NHS** or private prescription issued by a General practitioner, **General dental practitioner** or a **Specialist**. **You** must provide **Us** with an original receipted pharmacist's account together with a completed claim form in support of the **Treatment**. **We** reserve the right to seek proof of prescription in all cases and, if appropriate, exclude from **Benefit** items which are freely available without prescription –

up to £300 per **Insured person** per **Period of cover**, subject to a Co-insurance of 20%.

Exclusion 3.36 does not apply to this **Benefit**.

2.17 Dental Treatment

Primary One **Policy** only

a) Routine dental **Treatment**

Fees of a **General dental practitioner** and associated costs, in carrying out routine dental **Treatments** are subject to additional limits shown for the following services/procedures.

Consultations, investigations (including x-rays), the services of a hygienist –

No additional limit.

Normal compound fillings –

Up to £50 per filling.

Simple or non-surgical extractions –

Up to £60 per extraction.

Costs incurred within six months from the date of purchase or **Your Date of entry**, whichever is the later are excluded.

Exclusions 3.1, 3.22 and 3.36 do not apply to this **Benefit**.

b) Major restorative dental **Treatment** –

Fees of a **General dental practitioner** or a **Specialist** and their associated costs are subject to the specific limits shown for the following specified procedures:

Removal of impacted, buried or unerupted teeth –
Up to £100 per procedure.

Removal of roots, removal of solid odontomes –
Up to £100 per procedure.

Apicectomy, root canal **Treatment** –
Up to £75 per procedure.

Inlays (including all laboratory costs) –
Up to £250 per inlay.

New or repair of bridge work, new or repair of crowns, new or repair of Upper or lower dentures –
Up to £350 per repair/prosthesis.

Orthodontic **Treatment** –
Up to £750 per course.

Periodontic **Treatment** –
Up to £750 per course.

General anaesthetics –
Up to £65 per **Treatment**.

Relative analgesia/nitrous oxide –
Up to £50 per **Treatment**.

Costs incurred within 12 months from the date of purchase or **Your Date of entry**, whichever is the later, are excluded.

Exclusions 3.1, 3.22 and 3.36 do not apply to this **Benefit**.

Routine dental **Treatment** and major restorative dental **Treatment** is applicable to Primary One **Policy** holders only. **Benefit** is limited to £1,000 in aggregate for a combination of both routine dental **Treatment** and major restorative dental **Treatment** for each **Insured person** in each **Period of cover**, subject to a **Co-insurance** of 20% and the above mentioned individual limits.

3. EXCLUSIONS

This Policy does not cover expenses arising from:

- 3.1** Any **Medical condition** or **Related condition** for which **You** have received medical **Treatment**, had symptoms of, to the best of **Your** knowledge existed or **You** sought **Advice** for prior to **Your Date of entry**. (**Pre-existing condition**) However, after two years' continuous membership, all **Pre-existing conditions** (and **Related conditions**) will become eligible for **Benefit** providing **You** have not:
- consulted any **General practitioner** or **Specialist** for **Treatment** or **Advice** (including check-ups), or from which **You** have suffered symptoms.
 - taken medication (including drugs, medicines, special diets or injections) for a continuous period of two years after **Your Date of entry**. (known as a Two Year Moratorium period).
- unless:
- such **Medical conditions** have previously manifested themselves but have been declared and accepted by **Us** in writing.
- 3.2**
- Treatment** of a **Medical condition** which **We**, on **Advice** or **General advice** determine is **Palliative treatment** or a **Chronic condition**.
 - We** will however, pay for the stabilisation of acute exacerbations of **Chronic conditions** that are not **Pre-existing conditions**.
- 3.3** **Chronic** supportive **Treatment** of renal failure, including dialysis. **We** will however, pay for the cost of renal dialysis incurred:
- immediately pre and post operatively.
 - in connection with secondary failure involving an **Acute condition** when dialysis is part of intensive care.
- 3.4** **Treatment**, which **We** determine on **Medical advice** is either experimental or unproven.
- 3.5** Birth injuries, **Congenital anomalies**, genetic deformities or diseases and **Hereditary Medical conditions** with symptoms present at birth.
- 3.6** Routine physical examination by a **General practitioner** (except under the Primary One **Policy**), including gynaecological investigations, routine tests, newborn neo-natal care, inoculations, vaccinations and preventative medicines, normal eye tests, normal hearing 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 eye defects and any corrective surgery for non-medical/natural degenerative sight and hearing defects.
- 3.7** **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 an **NHS hospital** or **Private hospital**.
- 3.8** **Treatment** received in health hydros, nature cure clinics, spas or similar establishments or private beds registered as a nursing home attached to such establishments or an **NHS hospital** or **Private hospital** where the **NHS hospital** or **Private hospital** has effectively become the **Insured person's** home or permanent abode or where admission is arranged wholly or partly for domestic reasons.
- 3.9** Cosmetic **Treatment**, and any consequence thereof and/or **Treatment** for weight loss or weight problems whether or not for psychological purposes and any associated **Treatment** costs as a consequence of cosmetic surgery or arising as a result of an eating disorder or weight problem.
- 3.10** Alternative therapies, with the exception of **Chiropractors**, **Osteopaths**, **Homeopaths** and **Acupuncturists**, are excluded under Primary Two and Three. Other recognised alternative therapies are included in the alternative therapy **Benefit** under Primary One.
- 3.11** Costs of providing, maintaining or fitting any external prostheses or **Appliances**, hearing and/or visual aids, rental or purchase of crutches, wheelchairs or other equipment, medical or otherwise.
- 3.12** 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.
- 3.13** Any second or subsequent medical opinions from a **General practitioner** or **Specialist** for the same condition unless it has been authorised by **Us** in writing.
- 3.14** All **Treatment** related to and in conjunction with normal pregnancy and childbirth (except under Primary One, **Benefit** 2.14).
- 3.15** Caesarean section costs where the procedure is not **Medically necessary** or, is otherwise a voluntary procedure, or medically required due to a previous Elective Caesarean section.
- 3.16** Pregnancy terminations on non-medical grounds ante-natal classes and midwifery costs when not associated with delivery. However, **Benefit** will be payable for **Treatment** of complications of pregnancy which arise during the antenatal stages of pregnancy, or which arise during childbirth and which require a recognised obstetric procedure. Costs incurred within 18 months of the date of purchase or **Your Date of Entry** whichever is the later are excluded.
- 3.17** **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).
- 3.18** Any form of assisted conception or any complications thereof including, but not limited to, premature or multiple births following assisted conception, other than **Benefit** provided under **Benefit** 2.14. 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.

- 3.19 Treatment** of impotence or any **Related condition** or consequence thereof.
- 3.20 Treatment** directly or indirectly associated with a sex change and any consequence thereof.
- 3.21** Venereal disease or any other sexually transmitted diseases or any **Related condition**.
- 3.22** Routine or restorative dental **Treatment**, orthodontic **Treatment**, gingivitis, and periodontitis or any **Related condition** whether or not performed by a **General practitioner** or **General dental practitioner** or a **Specialist** or an oral and maxillofacial surgeon (except under the Primary One **Policy, Benefit 2.17**).
- 3.23** Costs in respect of a psychotherapist, psychologist, family therapist or bereavement counsellor.
- 3.24 Treatment** for learning difficulties, hyperactivity, attention deficit disorder, speech therapy, developmental and behavioural problems in children.
- 3.25 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.
- 3.26** Suicide or attempted suicide, wilfully self-inflicted **Bodily injury** or illness or injury sustained directly or indirectly as a result of the **Insured person** committing a criminal offence.
- 3.27** Travel and accommodation costs other than those provided for under **Benefit 2.14**.
- 3.28** Costs and expenses incurred where an **Insured person** has travelled against **Medical advice**.
- 3.29** Medical **Treatment** of any kind provided outside of the **United Kingdom**.
- 3.30 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 acts of terrorism, unless the **Insured person** sustains **Bodily injury** whilst an innocent bystander resulting from an **Act of terrorism** only, up to a maximum amount £30,000 per **Insured person** per incident.
- 3.31 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**.
- 3.32** Regardless of any contributory cause(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**.
- 3.33 Treatment** for sleep related breathing disorders, including snoring and sleep apnoea, fatigue, jet lag or work related stress or any **Related condition**.
- 3.34** Dietary supplements and substances, which are available naturally, including but not limited to vitamins, minerals and organic substances.
- 3.35** Home visits by a **General practitioner, Specialist** or **Qualified nurse** unless specifically agreed by **Us** in writing prior to consultation.
- 3.36** The **Excess** amount as shown in **Your Policy schedule** will be deducted from all eligible medical expenses in respect of each **Insured person** per **Period of cover**.
- 3.37 Treatment** of any **Medical condition** which arises in any way from HIV infection except for its initial diagnosis.
Treatment which is in any way linked to a sexually transmitted disease.
- 3.38 General practitioner** fees and **Out-patient** prescribed **Drugs and dressings** (except under the Primary One **Policy**).

4. GENERAL CONDITIONS

4.1 Policy

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

4.2 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 (as outlined in General Conditions), 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 commencement, without a refund of premium.

4.3 Transfers

- a) Where You transfer to the Primary Healthcare plans from any other of Our existing plans or, whilst covered under the Primary Healthcare plans, You apply for and receive any enhanced Benefits or coverage (such as inclusion of an option 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.

4.4 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.

4.5 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.

4.6 Eligibility

The Policy is designed for all nationalities resident in the United Kingdom. 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.

4.7 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.

4.8 Medical evaluation

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

4.9 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.

4.10 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.

4.11 Insurance premium tax (IPT)

To reflect any changes in IPT We may alter the terms and conditions of this Policy either at any Renewal date or, if so instructed by HM Customs and Excise, at a date to be determined by them. A copy of the current Policy terms will be sent to You at such time.

4.12 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.

4.13 Children

Newborn children will be accepted for cover (subject to the limitations of **Benefit 2.14**) from birth. Acceptance of newborn 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 21 years old residing with **You**, or 25 years old if in full-time education, at the date of joining or at any annual **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.

4.14 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**.

4.15 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.

4.16 Your Right of Cancellation

You may only cancel **Your** cover under the **Policy** with effect from **Renewal**; in which case **You** should advise **Us** in writing within 14 days of **Your Renewal date**.

If the **Policy** is cancelled by **You** at any other time, and for whatever reason, there will be no refund of premium.

4.17 Our Right of Cancellation

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**, **We** may at any time terminate an **Insured Person's** 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.

4.18 Applicable Law

The law applicable to this **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.

4.19 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.

4.20 Liability

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

4.21 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.

4.22 Third Parties

The only parties to this contract are the **Policyholder** and **Us**. No other person, including any **Insured person**, has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce this **Policy** or any part of it.

4.23 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**.

4.24 Currency

The monetary limits applicable to **Your Policy** will be expressed £ Pounds sterling.

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