Aetna Summit Plan Sponsor Guide

The details

For plans starting on or after
1 January 2021

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Before you join us

1 Introduction

This Plan Sponsor Guide, and the relevant **Benefits Schedule(s)**, details what **we** do and don't cover under your **plan**, as well as giving **you** important information about managing your **plan**. To see all the terms and conditions that apply to a **member's** cover, please refer to the **plan documents**.

Please read this information carefully to make sure **you**'re completely satisfied with the cover **we**'re providing. If **you** have any questions, please contact **us** and **we**'ll be more than happy to help.

We don't guarantee that your **plan** meets personal tax requirements and/or the visa and/or social health care requirements of the country that **members** are residing in. It's your responsibility to ensure that any **plan you** choose meets the **member's** needs.

If a **member's area of cover** is Area 1, they are a citizen of the United States (US) and they spend more than 183 days in aggregate in the US in any one **plan year**, (i) **we** may cancel their cover, and (ii) they may be required to buy an ACA compliant **plan** or face US tax penalties.

If coverage provided by your **plan** violates or will violate any United States (US), United Nations (UN), United Kingdom (UK), European Union (EU) or other applicable economic trade sanctions, **we** reserve the right to consider such coverage immediately invalid. For example, Aetna companies cannot make any payment or reimburse for health care or other **claims** or services if it violates a financial sanction regulation. This includes sanctions related to a blocked person or entity, or a country under sanction by the US, unless permitted under a valid written Office of Foreign Asset Control (OFAC) license.

If **you** or any **member** are directly or indirectly subject to any applicable economic trade sanctions, including sanctions against the country where a **member** normally lives, **we** reserve the right to:

- immediately end cover and stop paying **claims** under your **plan** (regardless of any permission **you** might have from any authority to continue cover or pay premiums), and/ or
- declare the **plan** as being void as if it never existed or cancel it at such other point as **we** deem appropriate, and/ or
- remove the **member** immediately without notice in accordance with the terms of the **Member Handbook**.

For more information on OFAC, visit **www.treasury.gov/resource-center/sanctions/Pages/default.aspx**.

2 Your responsibilities

You must tell **us** all material facts before **we** accept an application, make changes to a **plan** or renew a **plan**. **You** must check that any material facts are correct. **Members** must check that any material facts about them are correct. If there is any doubt about whether a fact is material, to protect the **member** or **members** concerned, **you** should tell **us**. Where applicable the 24-month moratorium will still apply even if **we** are told about any **pre-existing medical conditions** that any **member** may have.

If **you** do not tell **us** all material facts or give **us** inaccurate or incomplete material facts, **we** can avoid the entire **plan** (treat it as if it had not existed) from the **plan start date**, **plan renewal date**, or the date of any changes that were made to the **plan** if:

- **we** would not have issued, renewed or made changes to it, or
- **we** would only have done so on different terms, if **we** had known all of the material facts.

We will not avoid the entire **plan** if:

- the material facts only relate to a specific **member** or **members**,
- **you** asked the **member** or **members** concerned about these material facts before applying for, renewing or making changes to the **plan**, and
- to the best your knowledge or belief, the material facts **you** told **us** were accurate and complete.

We will only avoid the part of the **plan** which provides **benefits** to a **member** or **members** if they, or **you** on their behalf:

- deliberately or recklessly gave **us** inaccurate or incomplete material facts, or
- did not take reasonable care to give **us** accurate and complete material facts and we would not have covered them under the **plan** at all had **we** known about such material facts.

We will not avoid the part of the **plan** which provides **benefits** to a **member** or **members** if **we** would have provided cover to them on different terms under the **plan** had **we** known about the material facts, but **we** may refuse to pay all or part of any **claim** they make.

If **we** would have applied different terms, conditions and exclusions to any **member** or **members**, then the **plan** will be treated as if it had contained the different terms, conditions and exclusions, and a **claim** will only be paid if:

- they have met all the terms and conditions of the **plan** and the **claim** is not otherwise excluded,
- they have met the different terms and conditions that **we** would have applied, and
- it does not fall within any different exclusions that **we** would have applied.

If **we** would have provided a **member** or **members** with cover under the **plan** at a higher premium, the **benefits** payable on any **claim** they make will be reduced proportionately based on the amount of **premium** that **we** would have charged. For example, only half of each **claim** will be paid if **we** would have charged double the **premium** for them.

You must tell **us** immediately in writing about any change that affects information given in connection with the application for a **plan**, including information about **you** or **members**.

After we have been told about a change:

- **We** have the right to reassess **members**' cover if it is a change to important information about them. **We** may apply new terms to them, or cancel their cover
- **We** have the right to reassess the **plan** if the change to important information is about **you** or affects all or part of the **plan**. **We** may apply new terms to the **plan**, or cancel the **plan**.

If there is a change in risk that **you** have not told **us** about, cover may be cancelled, the **plan** may be cancelled, or any related **claim** may be reduced or rejected.

3 Eligibility

Main member

Each person who **you** wish to include on your **plan** as a **main member** must:

- be your **employee**, or, if **we** agree, an **employee** of a company that is part of the same corporate group as **you**;
- be a certain level of seniority or be in a certain location, that **you** have chosen and that **we** have agreed, if **you** do not want to include all of your **employees** on your **plan**;
- be aged 18-64 inclusive at their **date of joining**. **Employees** aged over 64 at their **date of joining** may also be eligible; **we** will need to ask them some medical questions in order to decide if **we** can include them and on what terms; and
- not be a citizen of the United States (US) who resides in the US.

You may add **main members** to your **plan** on the terms **you** have agreed with **us** within 30 days of such persons meeting the above criteria. At any other time, **we**'ll need to ask them some questions in order to decide if **we** can include them and on what terms.

Dependants

Each person who **you** wish to include on your **plan** as a **dependant** must be a **main member's**:

- Spouse or **partner**;
- Unmarried child, stepchild or legally adopted child under the age of 18; or
- Unmarried child, stepchild or legally adopted child aged 18 to 26 who is in continuous full-time education (**we** may need written proof from the educational facility where they are enrolled).

You may add a **dependant** to your **plan** at any time. However, **we** may need to ask them some questions in order to decide if **we** can include them and on what terms if:

- **you** want to add them more than 30 days after the relevant **main member's start date**;
- for a child, **you** want to add them more than 30 days after their birth or legal adoption; or
- for a spouse or **partner**, they are aged over 64 at their proposed **date of joining**.

Add-on plans

Our add-on plans have additional eligibility criteria – **you**'ll find more details in the applicable **Benefits Schedule**.

Group

Unless **we** otherwise agree in writing, **you** must:

- have at least three **main members** on your **plan** at any time;
- include all persons who qualify as **main members** (as set out above) on your **plan** within 30 days of them meeting the criteria; and
- be responsible for all payments of **premium** to **us** – **we** don't accept payment from **members**,

If **you** require **members** to contribute towards the cost of the **premium**, or if **you** give **main members** a choice of whether to include themselves or others as **dependants** on your **plan**, **you** must let **us** know and **we** may revise the terms of your **plan** and **premium**.

If the number of **main members** on your **plan** falls below three, at renewal **we** will not be able to offer **you** a **plan**, but **we** may be able to offer separate Aetna individual **plans** to each **member** instead of a renewal of your **plan**.

If **you** want to have different **benefits** for **members**, **you** can ask **us** to set up sub-groups. Sub-groups can be based on differences in regulation, location or seniority, and must each include a minimum of three **main members** all on the same **benefits**, unless **we** otherwise agree in writing. **You** must include all **main members** in the sub-group for which they qualify.

We'll apply the same **benefits** to **main members** and their **dependants** on your **plan**, subject to legal or regulatory requirements.

4 Plan currencies, premiums and ways to pay

Each **plan** is an annual contract.

When **you** apply for your **plan**, **you** must choose from the currencies available on your **Group Formation Application** and pay all **premium** in that currency. If your **Benefits Schedule** shows more than one currency, the **benefit** limits shown in the same currency as your **plan** will apply.

Your quote will show how you have chosen to pay the premium for your Aetna Summit plan. A single annual payment will apply for your add-on plans.

If you add or remove members we'll let you know if you need to pay us any additional premium or if we'll refund any premium to you. Where you have opted to pay the premium at the end of the plan year, but where the plan membership and/or premium increases by 20% or more during a plan year, we have the right to invoice you at the time of the increase (such invoice to be paid within 30 days of a premium due date).

You may be able to pay by direct debit, bank transfer or by cheque or bankers draft as set out in your Group Formation Application. You can contact us if you'd like to change the method by which you pay.

Unpaid or late premiums

We'll write to you if we haven't received or been able to collect your premium by a premium due date. We have the right to suspend your plan and/or refuse to renew it until you have paid all premium due (including any premium relating to the previous year's plan) which means that we will not approve or pay any claims in that period, but if we do pay any claims, we have the right to recover the full amount of the claim from you or the member.

We may cancel your plan if we don't receive payment of all premium due (including any premium relating to the previous year's plan) within 30 days of a premium due date. You will then have to apply for a new plan if you would still like us to cover your members, and we may apply new premiums and terms.

We have the right to discharge, at any time and at our discretion without further notice to you, any outstanding debts you owe us (including a previous year's premium) from any other funds we receive from you or in connection with your plan. In the event we are required to do so, the appropriate proportion of the current year's premium will be treated as unpaid and outstanding.

5 Your plan start date

Your plan will start on the date you request as long as we accept the application and have received:

- your premium (or first instalment of it) together with any applicable taxes on or before the premium due date,
- the Group Formation Application,
- the Group Member Application (if applicable),
- previous certificates of insurance if the underwriting terms are CTT,
- acceptance of any or all special terms offered in the quotation by you and/or the member, as applicable,
- Group Member Declarations, if we deem necessary, and
- the group membership census.

Your Certificate of Insurance will show your plan start date, and cover will continue for 12 months until your plan renewal date. We're unable to backdate cover.

6 Clinical policy bulletins

For information on how we classify certain treatments and services, refer to our clinical policy bulletins by visiting **aetna.com/health-care-professionals/clinical-policy-bulletins.html**. Our clinical policy bulletins (CPBs) are based on objective and credible sources, including scientific literature, guidelines, consensus statements and expert options.

They're not a description of cover or confirmation that we cover these treatments, services or costs under your plan. If there's a discrepancy between a CPB and your plan, your plan terms will apply.

7 Help us prevent fraud

Fraud is a crime, and health care fraud increases premiums for all our customers. With your help, we'll do our utmost to detect and eliminate it.

Health care fraud includes:

- giving false or misleading information to get insurance or a premium reduction,
- claiming for treatments or services that a member hasn't received,
- altering or amending invoices or bills,
- giving a false diagnosis,
- claiming from more than one insurer for the same treatment or service, or
- using somebody else's insurance to get treatment or services.

How you can help protect yourself and members and keep premiums down

There are simple steps you and members can take to protect yourselves from health care fraud:

- members can compare invoices with their records, checking dates are correct and that they received the treatments or services shown,
- members asking questions if there's anything they're unsure about, don't understand, expect or recognise,
- letting us know if members are concerned their doctor is giving them unsuitable treatment,
- filling in insurance forms carefully,
- looking after insurance details and documents and keeping original copies of documents and of any correspondence,
- making sure you and members understand any documents before you sign them,
- reporting suspected fraud to us, and
- working with us on suspected fraud cases.

We work closely with others to prevent fraud

We're committed to protecting you and members against fraud and also have statutory responsibilities to prevent our products from being used for financial crime. We work with other bodies such as international insurance bodies, international police and investigative agencies, regulatory bodies, legal agencies, and government departments to do this.

If you suspect fraud

Call our confidential Fraud and Investigation line immediately at +44-(0)1252-896-383 or email **IGUKfraudgovernance@aetna.com**.

Fraudulent claims

The member Handbook is clear that members must not submit false or fraudulent claims. Any failure to comply will give us the right to take all appropriate measures including, but not limited to, the right to:

- declare the member's policy as being void as if it never existed or cancel it at such other point as we deem appropriate,
- notify you in accordance with section 10 of the member Handbook,
- notify the relevant authorities and take further legal action against you as we deem appropriate,
- refuse to make payment either in whole or in part in respect of any false or fraudulent claim,
- seek to recover from the member any payments we've already made in respect of the false or fraudulent claim in accordance with section 15 of the member Handbook, and / or
- immediately stop paying claims regardless of eligibility.

You acknowledge and agree that where we suspect that a member has submitted a false or fraudulent claim, we reserve the right to require that member to participate in such examinations, tests, check-ups or other medical investigations that we deem appropriate and to be carried out by a medical professional of our choice in order to establish whether a false or fraudulent claim has been submitted. We reserve the right to decline payment of claims until all such investigations have been concluded to our satisfaction.

While you're with us

8 Adding and removing members

Adding a member

You must contact us if you wish to add a member to your plan and give us the information and documents we request. For Continuous Transfer Terms, this includes the original Certificate of Insurance and other evidence from the proposed member's previous insurer.

For Continuous Transfer Terms, the proposed member's cover will begin on:

- the date we receive your written acceptance of the special terms we offered in our quote, or
- an agreed later date.

Your plan and its terms, conditions and benefits may be different to those of their previous insurer.

If your plan is a Medical History Disregarded or moratorium plan, with the exception of newborn children, the proposed member's cover will begin on:

- the date we receive the information we've requested, or
- an agreed later date.

If your plan is a Full Medical Underwriting plan, the proposed member's cover will begin on the date we receive your acceptance of the special terms we offered in our quote.

If, on the date you contact us to add a proposed member as a dependant on a Medical History Disregarded or moratorium plan, they're less than 31 days old, the mother's pregnancy was the result of natural conception and we have covered one of their parents for a continuous period of at least 12 months, we'll add them as a dependant to your plan with effect from their date of birth, regardless of their health. It remains your responsibility to disclose to us any material circumstance that would influence our judgement as to whether to add the proposed member.

If the dependant is less than 31 days old when you contact us, but the mother's pregnancy was the result of assisted conception and/or we have not covered either of the dependant's parents for a continuous period of at least 12 months then:

- where the plan is a moratorium plan, we'll (based on a completed medical questionnaire for the dependant) confirm the date we agree to add the dependant and a new moratorium will apply for that dependant; or
- where the plan is a Medical History Disregarded plan, we'll confirm if we need a completed medical questionnaire for the dependant, and:
  - if a medical questionnaire is needed, we'll (based on a completed medical questionnaire for the dependant) confirm the date we agree to add the dependant and any additional terms that apply; or
  - if no medical questionnaire is needed, we'll add them as a dependant to your plan with effect from their date of birth, regardless of their health. It remains your responsibility to disclose to us any material circumstance in accordance with section 2; 'Your Responsibilities', that would influence our judgement as to whether to add the proposed member.

The terms of the relevant main member's plan will apply to the added dependant. Once we've accepted a proposed member, we'll send the relevant main member the new Member ID Card and an updated Certificate of Insurance.

Removing a member

You must contact us in advance if you wish to remove a member from your plan. We'll remove the member on the future date you request.

Any request you make to remove members during the plan year will be reviewed. Any pro-rata premium adjustments are not guaranteed and will be subject to our agreement.

We can remove a member from your plan if:

- they no longer meet the eligibility criteria set out in the eligibility section of this Plan Sponsor Guide;
- they are directly or indirectly subject to any applicable economic trade sanctions; or
- they, or a representative acting on their behalf, submit a false or fraudulent claim.

If you or we remove a main member, we will also remove their dependants from your plan. You must let a member know if you or we are planning to remove them from the plan and what their end date will be.

You are responsible for ensuring that the member deletes or destroys his or her Certificates of Insurance and Member ID cards on or by that member's end date. If a member you have removed obtains treatment after that member's end date that we've paid for, we have the right to recover the full amount of the claim from you or that member.

When you remove a dependant, we'll send the main member an updated Certificate of Insurance (unless you have also removed the main member).

Members continuing cover when they leave your plan – 'continuation option'

The 'continuation option' allows members to transfer to a comparable individual plan and keep their existing underwriting terms when they leave the group plan, if:

- you have accepted the 'continuation option' at quotation stage or on renewal;

- they have been on cover for a continuous period of at least 12 months; and
- they are under 65 years of age.

If your **plan** has the 'continuation option', eligible **members** can contact **us** for details of what they need to provide when requesting continuation, and these terms will only be available if they join the individual **plan** within 30 days of leaving your **plan**.

If your **plan** does not have the 'continuation option', or **members** do not meet the 'continuation option' criteria, **members** can still apply for an individual **plan**, but their existing underwriting terms are not guaranteed.

In all cases, **members** will be subject to the terms and conditions of the individual **plan** and may incur an increase in **premium**.

9 Making changes to your plan

During the **plan year you** may not make any changes to your **plan**, including any changes to **benefits**, except a change to a **member's area of cover**. **You** may request changes to your **plan** at renewal.

If **we** accept any changes **you** request, **we**'ll send **members** a new **Certificate of Insurance** and a new **Member ID card. We** may also change your **premiums,** taxes and **benefits** as a result.

10 How to cancel your plan

You must contact **us** if **you** want to cancel your **plan**. The last day of cover will be the date **we** receive written confirmation of your wish to cancel, or on a future date **you** request. **You** must pay all **premium** for the entire **plan year** and **we** won't refund any **premium** nor pay a **claim** after **you** have cancelled your **plan**.

You're responsible for ensuring all **members** delete and destroy their **Certificates of Insurance** and **Member ID cards** on or by the last day of cover. If a **member** obtains **treatment** after the last day of cover that **we**'ve paid for, **we** have the right to recover the full amount of the **claim** from **you** or that **member**.

11 How to renew your plan

We'll contact **you** before your **plan renewal date** to discuss renewal and any changes **you** would like to make, or **we** need to make, to your **plan terms**. Once **you** agree terms with **us**, **we**'ll work with **you** to formalise this in writing before the **plan renewal date**. If this happens after the **plan renewal date, we** may consider this a break in cover and **you**'ll have to apply for a new **plan** if **you** want cover to recommence.

If a **main member's** child is no longer eligible as a **dependant** at the **plan renewal date**, that child can apply for their own Aetna individual **plan**. As long as there is no break in their cover with **us**, **we** may continue the terms of their previous **plan**.

The extra bits

12 Definitions

Where **we** use bold words in this Plan Sponsor Guide, they have the meaning set out below. Where **we** used bold words in the rest of the **plan documents**, they will have the meaning set out in the definitions section of the Member Handbook.

Wherever **we** use the words 'including', 'include', 'in particular', 'for example' or any similar expression, any following information is given as an example only, not a full list, and will not limit the sense of the words, description, definition, phrase or term before those words.

Add-on plan: a **plan** available in addition to the **Aetna Summit plan** that must have the same **plan start date** as the **Aetna Summit plan**.

Aetna Summit plan: the primary health care **plan**.

Area of cover: the geographic area or areas of the world in which a **member** must receive **treatment** or services for your **plan** to apply. Each **member's Certificate of Insurance** shows their **area of cover**.

Assisted Conception: a pregnancy that is conceived following fertility **treatment**, including pregnancies conceived through Intrauterine Insemination, In Vitro Fertilisation (IVF) or any other Assisted Reproductive Technology, and pregnancies conceived within one month of using fertility medication.

Benefit: the cover provided by your **plan** and shown in the **Benefits Schedule**, subject to any conditions or exclusions in this document, the Member Handbook or shown on the **Certificate of Insurance**.

Benefits Schedule: the document that details the **benefits** available under your **plan**.

Certificate of Insurance: a document that contains a summary of **plan** details, including dates of cover, **member** information and any special terms that apply.

Continuous Transfer Terms (CTT): continuation of the same underwriting terms, including any special exclusions, that applied with a previous insurer. The **member** will not be subject to any new personal underwriting terms. Cover will still be governed by the **benefits**, terms and conditions of your **plan** with **us**. The underwriting terms with **us** can be **CTT previously MORI** or **CTT previously FMU**.

Country of residence: the country a **member** lives in for most of the time, usually for a period of at least six months during a **plan year**.

CTT previously FMU: continuation of a **member's Full Medical Underwriting** terms with a previous insurer. Cover will still be governed by the **benefits**, terms and conditions of your **plan**.

CTT previously MORI: continuation of a **member's moratorium** start date if they had **moratorium** underwriting terms with their previous insurer. Cover will still be governed by the **benefits**, terms and conditions of your **plan**.

Date of joining: the date when a **member** first enrolled, or re-enrolled if there is a break in their cover, onto your **plan**.

Dependant: a person who **we** agree meets the '**dependant**' eligibility criteria described in the eligibility section of this Plan Sponsor Guide and who **we** add to your **plan**.

Employee: a person who has entered into or works under a contract of employment (whether express or implied). This does not include (i) a person who has entered into a commercial arrangement to do or personally perform any work or services and where the circumstances do not give rise to an employment relationship; or (ii) a person who is self-employed but enters into contracts to perform work or services.

End date: the last date **we** cover a **member** under your **plan**.

Full Medical Underwriting (FMU): the process **we** use to assess a **member's** medical history and decide the special terms **we** offer them. Cover will still be governed by the **benefits**, terms and conditions of your **plan**.

Group Formation Application: the document entitled 'Aetna Summit Group plan application' which must be completed and signed by **you** to agree to the terms of your **plan** plus any supporting information **you** give **us** in connection with it.

Group Member Application: the document entitled 'Aetna Summit Group member application' which must be completed, if **we** require it, and signed by the **member** to agree to the terms of your **plan** plus any supporting information the **member** gives **us** in connection with it.

Main member: a person who **we** agree meets the '**main member**' eligibility criteria set out in the eligibility section of this Plan Sponsor Guide and who **we** add to your **plan**.

Medical condition: any injury, illness or disease, or signs or symptoms of injury, illness or disease.

Medical History Disregarded (MHD): **we** will cover a **member's pre-existing medical conditions**, subject to the **benefits**, terms and conditions of your **plan**.

Member: a **main member** or **dependant** who is named on the **Certificate of Insurance**.

Member ID card: a physical or virtual card we issue for each **member**, which provides basic **plan** details and contact information.

Moratorium: a waiting period of 24 months from either a **member's date of joining** or the date shown in the special terms section of a **member's Certificate of Insurance** that must have passed before that **member** can make claims for any **pre-existing medical conditions** under your **plan**.

Partner: a person who is in an established personal relationship with the **main member**, and who lives with but is not married to that **main member**.

Plan: **our** contract of insurance with **you** in relation to your **Aetna Summit plan** and any **add-on plan(s)** as contained in your **plan documents**, unless otherwise defined in your **Benefits Schedule**.

Plan documents: the group quote, the **Group Formation Application**, the **Group Member Application** (if applicable), the **Certificate of Insurance**, the Handbook, this Plan Sponsor Guide and the **Benefits Schedule**.

Plan renewal date: the date when a new **plan year** is due to begin, if **you** choose to renew your **plan**, as shown on your **Certificate of Insurance**.

Plan start date: the first day of the **plan year**, as shown on your **Certificate of Insurance**.

Plan year: the period of cover from the **plan start date** to the day before the **plan renewal date**, as shown on your **Certificate of Insurance**.

Premium: the amount **you** have to pay for the **Aetna Summit plan** and any **add-on plans**.

Start date: the first day **we** cover a **member** under the **plan** during the **plan year**, as shown on the **Certificate of Insurance**.

Treatment: any medical or surgical service, including **diagnostic tests and procedures** needed to diagnose, relieve or cure a **medical condition**.

Underwriting: the process by which **we** assess risk and determine the appropriate cost of cover.

We/our/us: Aetna Health Insurance Company of Europe DAC.

You: the entity insured under the **plan** that has entered into the **plan** for **members**.

13 Governing law, jurisdiction and language

The laws of the Republic of Ireland govern your **plan** and any disputes or **claims** arising from or connected to them. The courts of the Republic of Ireland shall have exclusive jurisdiction to settle any dispute or **claim** arising out of or in connection with your **plan**, its subject matter or formation.

Translated versions of your **plan documents** are for information only. If there are any wording or interpretation disputes or discrepancies, the English versions will apply.

If **you** want to take legal action against **us** in relation to your **plan**, **you** must do so within six years from the date the relevant event took place, subject to applicable laws.

If **we** deviate from specific **plan terms** at any time, it won't constitute a waiver of **our** right to comply with or enforce those terms at any other time. This includes the payment of **premiums** or **benefits**.

14 Complaints

We strive to give **you** a first class experience. If there's ever a time when **you** feel **we** haven't done this, **we** want to know.

Please contact **us** with your **plan** number, **claim** number (if applicable), contact details and as much detail as possible at:

The Complaints Team
Aetna Insurance Company Limited
25 Templer Avenue
IQ Farnborough
Farnborough
Hampshire
GU14 6FE
United Kingdom

Telephone: +44 (0) 1252 745 910

Email: **AetnaInternationalComplaints&Appeals@aetna.com**

We'll consider your complaint fairly, promptly and in accordance with relevant regulation. When **we** receive a complaint, **we** aim to resolve it by the end of the next business day. If this isn't possible, **we**'ll acknowledge your complaint by the end of the next business day and give **you** regular updates until **we** resolve the complaint. **We**'ll offer **our** final response within eight weeks.

If **you**'re not satisfied with the outcome of your complaint, **you** may be able to refer it to the Financial Services and Pensions Ombudsman within six months of **our** final response. **You** can contact the Financial Services and Pensions Ombudsman using the details below:

Financial Services and Pensions Ombudsman FSPO
Lincoln House
Lincoln Place
Dublin 2
D01 VH20

Telephone: +353 1 5677 000
Email: **info@fspo.ie**
Website: **www.fspo.ie**

You can find full details of **our** complaints procedure at **aetnainternational.com**

15 Data protection

Aetna Health Insurance Company of Europe Ltd ('Aetna', 'we') is the data controller of personal data collected and processed for the purposes set out in this document. Aetna considers personal data or personal 'information' to be confidential. **We** protect the privacy of that information in accordance with applicable privacy laws and regulations, as well as our own company privacy policies.

These laws and regulations include, but are not limited to, the Health Insurance Portability and Accountability Act Privacy Rules (HIPAA Privacy Rules), the General Data Protection Regulation (GDPR), the UK Data Protection Act 2018, the Ireland Data Protection Act 2018 and any other applicable EU member state legislation and derogations.

We will use your personal data to determine eligibility and provide a quotation to **you** or to your broker; onboarding **you** to the **plan**, process payments, premiums and **claims**; managing, administering and improving your policy; investigating and responding to complaints; contact **you** with information about your **plan** and for the purposes of providing healthcare or wellness advice; fraud prevention together with any other regulatory checks; establish, exercise or defend legal **claims** or rights and to protect, exercise and enforce **our** rights, property or safety.

Where your health data is used for any of the above we rely on the insurance condition provided under the Ireland Data Protection Act 2018 and the UK Data Protection Act 2018 (where applicable), which means we don't need to acquire your consent for the processing.

We retain your personal data for as long as necessary to provide you the benefits under your insurance plan, until such time as any claim under the insurance policy is concluded, until the limitation for exercising any legal rights has expired or for compliance with any legal, contractual or regulatory requirements.

We may disclose information about you in various ways, including, but not limited to: health care operations, **treatment**, disclosure to other covered entities, **plan** administration, research, business associates, industry regulation, law enforcement, legal proceedings and public welfare.

In all situations other than those described above, **we** will ask for your written authorization before using or disclosing information about **you**.

We will not send any personal data or health information outside the EEA unless the appropriate protections are in place, or unless there are emergency medical ground for doing so.

Personal data is sent to the United Kingdom for the purposes of plan and claims administration together with handling any complaints or data subject enquiries. Personal data sent to the United Kingdom is transferred

on the basis of EU approved model contract clauses, which will be effective from the date the United Kingdom formally leaves the European Union.

To help us make sure that your personal information remains accurate and up-to-date, please inform us of any changes.

You have the right to access to your personal information, to request correction, erasure, restriction of processing, transfer of your information, and object to the processing of your personal data.

If you would like to exercise any of your rights relating to your personal data, or enquiry any further information, please contact our designated Data Protection Officer:

dpo@aetna.com

You can find our full terms and conditions and details of our privacy policy at **www.aetnainternational.com/en/about-us/legal-notices.html**

16 Areas of cover

This is the geographic area or areas of the world in which members must receive treatment or services for your plan to apply.

If any member is working, residing or spending time in sanctioned countries or regions, please let us know immediately. Sanctioned countries and regions currently include Crimea (annexed region of Ukraine), Cuba, Iran, North Korea and Syria. This list is subject to change based on changes in financial sanctions regulations. In addition, there are other countries subject to less broad sanctions than the countries and regions listed here. For more information, visit **www.treasury.gov/resource-center/sanctions/Pages/default.aspx**.

Cover is subject to legal or regulatory requirements, depending on your nationality and country of residence.

Area 1

Includes all of the countries and territories in the world, including all countries and territories in Areas 2, 3, 4, 5, 6 and 7, plus the US

Area 2

Includes the countries and territories listed below and all countries and territories in Areas 3, 4, 5, 6 and 7

- American Samoa
- Antarctica
- Bouvet Island
- British Indian Ocean Territory
- Canada
- Christmas Island
- Cocos (Keeling) Islands
- Cook Islands
- East Timor
- Fiji
- French Polynesia
- French Southern Territories
- Guam
- Heard Island & McDonald Islands
- Hong Kong
- Israel
- Kiribati
- Macau
- Marshall Islands
- Micronesia, Federated States of Nauru
- New Caledonia
- Niue
- Norfolk Island
- Northern Mariana Islands
- Pitcairn
- Russian Federation
- Saint Helena, Ascension & Tristan da Cunha
- Saint Pierre & Miquelon
- Samoa
- Solomon Islands
- South Georgia & the South Sandwich Islands
- Tokelau
- Tonga
- Tuvalu
- United States Minor Outlying Islands
- Vanuatu
- Wallis & Futuna

Area 3

Includes the country listed below and all countries and territories in Areas 4, 5, 6 and 7

- China

Area 4

Includes the countries listed below and all countries and territories in Areas 5, 6 and 7

- Australia
- Kuwait
- New Zealand
- Qatar
- Singapore
- United Arab Emirates

Area 5

Includes the countries and territories listed below and all countries and territories in Areas 6 and 7

- Åland Islands
- Albania
- Andorra
- Anguilla
- Antigua &Barbuda
- Argentina
- Armenia
- Aruba
- Austria
- Azerbaijan
- Bahamas
- Barbados
- Belarus
- Belgium
- Belize
- Bermuda
- Bolivia
- Bonaire, Sint Eustatius & Saba
- Bosnia & Herzegovina
- Brazil
- Bulgaria
- Cayman Islands
- Channel Islands
- Chile
- Colombia
- Costa Rica
- Croatia
- Curaçao
- Cyprus
- Czech Republic
- Denmark

- Dominica
- Dominican Republic
- Ecuador
- El Salvador
- Estonia
- Falkland Islands (Malvinas)
- Faroe Islands
- Finland
- France
- French Guiana
- Georgia
- Germany
- Gibraltar
- Greece
- Greenland
- Grenada
- Guadeloupe
- Guatemala
- Guyana
- Haiti
- Honduras
- Hungary
- Iceland
- Ireland
- Isle of Man
- Italy
- Jamaica
- Kosovo
- Latvia
- Liechtenstein
- Lithuania
- Luxembourg
- Macedonia
- Malta
- Martinique
- Mexico
- Moldova, Republic of
- Monaco
- Montenegro
- Montserrat
- Netherlands
- Nicaragua
- Norway
- Panama
- Paraguay
- Peru
- Poland
- Portugal
- Puerto Rico
- Romania
- Saint Barthélemy
- Saint Kitts & Nevis
- Saint Lucia
- Saint Martin
- Saint Vincent & the Grenadines
- San Marino
- Serbia
- Sint Maarten
- Slovakia
- Slovenia
- Spain
- Suriname
- Svalbard & Jan Mayen
- Sweden
- Switzerland
- Trinidad & Tobago
- Turkey
- Turks & Caicos Islands
- Ukraine
- United Kingdom
- Uruguay
- Vatican City
- Venezuela
- Virgin Islands, British
- Virgin Islands, US

Area 6

Includes the countries and territories listed below and all countries and territories in Area 7

- Afghanistan
- Bahrain
- Bangladesh
- Bhutan
- Brunei
- Cambodia
- India
- Indonesia
- Iraq
- Japan
- Jordan
- Kazakhstan
- Kyrgyzstan
- Laos
- Lebanon
- Malaysia
- Maldives
- Mongolia
- Myanmar
- Nepal
- Oman
- Pakistan
- Palau
- Palestine, State of
- Papua New Guinea
- Philippines
- Saudi Arabia
- South Korea
- Sri Lanka
- Taiwan
- Tajikistan
- Thailand
- Turkmenistan
- Uzbekistan
- Vietnam
- Yemen

Area 7

Includes the countries and territories listed below only

- Algeria
- Angola
- Benin
- Botswana
- Burkina Faso
- Burundi
- Cameroon
- Cape Verde
- Central African Republic
- Chad
- Comoros
- Congo (DRC)
- Congo-Brazzaville
- Côte D'Ivoire
- Djibouti
- Egypt
- Equatorial Guinea
- Eritrea
- Ethiopia
- Gabon
- Gambia
- Ghana
- Guinea
- Guinea Bissau
- Kenya
- Lesotho
- Liberia
- Libya
- Madagascar
- Malawi
- Mali
- Mauritania
- Mauritius
- Mayotte
- Morocco
- Mozambique
- Namibia
- Niger
- Nigeria
- Réunion
- Rwanda
- Sao Tome & Principe
- Senegal
- Seychelles
- Sierra Leone
- Somalia
- South Africa
- South Sudan
- Sudan
- Swaziland
- Tanzania
- Togo
- Tunisia
- Uganda
- Western Sahara
- Zambia
- Zimbabwe

We may modify our products, services, rates and fees in response to legislation, regulation or requests of government authorities, and these modifications may result in material changes to benefits. We may recoup any material fees, costs, assessments or taxes from you due to changes in the law, even if such changes require no benefit or plan changes.

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