Terms and conditions for Cigna Essential Benefits Plan (including low salary band (LSB))

Applying whether by application form or online purchasing tool

Cigna Insurance Middle East SAL (Dubai Branch) **(Insurer)**

Disclaimers

1. You agree to send any necessary changes to the **insurer** prior to the commencement of the policy.

2. This offer is valid for 30 days from the date of this quotation providing the details received are accurate and there is no change in regulation relating to premiums and/or benefits.

3. Premium is payable annually in advance.

4. If you are not intending to be the policyholder or do not have authority to act on behalf of the member(s) and/or you are not a Dubai visa holder, then you are not eligible for this plan.

5. The terms and conditions [link/ copy available online] should be read, understood, and accepted by you before proceeding to purchase a policy. By proceeding with the purchase of a policy this implies that you have read and accepted the terms and conditions.

6. The information available on **insurer** website, via the online purchasing tool or otherwise provided to you does not constitute a recommendation for buying any health insurance. You must assess the information and make any decision based on your own requirements.

7. Any quotation displayed through the online purchasing tool or otherwise is valid only for the time displayed and may be availed at that time by completing the transaction via the online purchasing tool or otherwise.

8. You understand that the quoted amounts may increase, and the terms and conditions may be amended or supplemented between the time of submitting an application form including through the online purchasing tool and being enrolled for cover under a policy.

9. You acknowledge that the **insurer** has the right to inquire about pregnancy and to decline to cover maternity claims related to pregnancy that is not disclosed at the time of submitting the application form or which arises within 40 days of submitting the application form, unless you agree to pay an additional amount of premium that will be offered in order to cover maternity claims.

10. The receipt of the completed application form including through the online purchasing tool and payment of premium including whether or not the payment results in transfer of funds or a temporary card block, does not create any obligation on **insurer** to enroll any member(s). The **insurer** may decline or put on hold and request more information in relation to any application submitted at its sole discretion.

11. You agree that any information collected or held by **insurer** may be used or disclosed for any matters related to the application for health insurance or any health insurance policy issued and to provide information concerning health insurance products and services.

12. You understand that the particulars that you insert on an application form including in the online purchasing tool will form the basis of a contract between you and the **insurer**. You agree to provide accurate and complete information. You must save or print a paper copy of the form if you want to retain it for your records. **Insurer** will send you documentation related to your policy only once the transaction is completed. You must provide and maintain a valid email address for this purpose.

13. You must not impersonate anyone in the application form or while using this online purchasing tool.

14. You understand that if you submit inaccurate or false information in your application form including in the online purchasing tool, **insurer** has the right to treat the policy as void such that you forfeit all benefits paid or payable under the policy which would not have come into being or be payable had you not submitted the inaccurate or false information.

15. Please allow up to 14 working days from the date of when payment has been received and all necessary compliance checks have been completed for the **insurer** to set up and issue your policy.

Definitions

- **Age banded rates** means those rates published by **insurer** applying to the plan depending on the age and gender of the member(s).
- **Application form** means the questions and responses inserted into either a physical form or a form in the online purchasing tool.
- **Benefit** means any benefit shown in the table of benefits.
- **Cancelled member** means a member that the **insurer** removes from the plan following request by the policyholder and receipt of the cancellation documentation or a member that the **insurer** removes from the plan due to operation of applicable law.
- **Cancellation documentation** means proof of either the member(s) to be cancelled Dubai residency visa cancellation or proof of purchase of substitute health insurance or other documentation as may be required by DHA from time to time.
- **Co-insurance** means a set amount or percentage of treatment costs required to be paid by the member for treatment which is covered under the plan.
- **Cut off date calculation** means a method of calculating premium to be collected or refunded based on whether a member joins or leaves the policy during the first or last 15 days of a Gregorian calendar month such that premium will not be charged or credited for the month if the member was added or deleted after the 15th day but will be charged or credited for the entire month if the member was added or deleted on or before the 15th day of the month.
- **Designated health care providers** means a group of health care providers contracted by the **insurer** for the purpose of providing access to their services on a direct billing basis.
- **Dependent** means any person who has been provided with sponsorship for UAE residency by the policyholder and enrolled by **insurer** into a policy administration system as a dependent.
- **DHA** means the Dubai Health Authority.
- **Direct billing** means where the **insurer** has arrangements with the health care providers allowing the member to avail treatment on the basis that the **insurer** will pay for the treatment direct to the designated health care provider and the member does not have to submit a claim for reimbursement to the **insurer**.
- **Emergency** means the sudden onset of an illness, injury or medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) requiring immediate and unscheduled medical care, and if left untreated could result in placing the person's life and/or health in serious jeopardy; serious impairment to bodily functions; serious dysfunction of a bodily organ or part; serious disfigurement; or in the case of a pregnant woman, serious jeopardy to the health of the foetus. It is the emergency medical condition of the member, not the diagnosis, which drives the necessity for immediate treatment. Symptoms must be sufficiently severe to cause the patient to seek immediate medical aid.
- **Index-rate,** if applicable, means the premium charge for the plan, as agreed between **insurer** and the DHA, for any eligible LSB and their sponsored family members.
- **Insurer** means Cigna Insurance Middle East SAL (Dubai Branch or as amended by the 'Assignment' section below.) and references to **insurer** include the administrator appointed by **insurer**.
- **LSB** means a policyholder that is earning a gross monthly salary of AED 4,000 or less and is evidenced by the provision of applicable salary certificate.

- **LSB change adjustment calculation** means where **insurer** will calculate and invoice the policyholder for premium starting from the day after a policyholder ceases to be an LSB using the age banded rates for their eligible chosen plan for each member including any potential maternity loading and will deduct premium paid at the index rate pro-rated for the days in the policy period remaining, starting from the day after the policyholder ceases to be an LSB.

- **Maternity loading** means the amount that may be added to the premium if a member is pregnant.

- **Member** means the policyholder or dependent.

- **Online purchasing tool** means the Cigna Healthcare online purchasing tool available at www.cigna-me.com or the online content made available in a physical form.

- **Plan** means the Cigna Essential Benefits Plan with benefits that meet the minimum requirements of the DHA for mandatory health insurance and is available at the index rate only to those members where the policyholder is an LSB located in Dubai.

- **Policy** means the agreement between the policyholder and **insurer** during the policy period.

- **Policyholder** means the person that has completed the application form and is enrolled into the policy administration system as the policyholder.

- **Policy period** means 365 days from the start date.

- **Policy administration system** means any system used by the **insurer** or its administrator for managing the enrolment and claims administration of members.

- **Pre-existing** means any known/unknown medical condition or related medical condition (injury, illness, sickness, disease or other physical, medical, mental or nervous condition, disorder or ailment) that with reasonable medical certainty existed prior to joining the policy, whether or not previously manifested or symptomatic, diagnosed, treated or disclosed, including any subsequent, chronic or recurring complications related to it.

- **Premium refund calculation** means a calculation of the amount of premium to be refunded to a policyholder using the following - premium for the cancelled member paid less any claims incurred for the cancelled member multiplied by the remaining policy period and divided by the policy period.

- **Remaining policy period** means the number of days remaining in the policy period using the cut off date calculation plus 30 days.

- **Start date** means the date the policy starts meaning the date that the **insurer** first communicates with members enrolled under the policy to confirm benefits.

- **Table of benefits** means the table listing out the benefits in the plan.

Policy terms and conditions

Benefits

- The benefits are provided from the date of **insurer** enrolling members into the policy administration system which will occur on the later of, payment of premium or **insurer** receiving and then accepting the required documentation as set out and requested in the application form.
- Under the plan, treatment by a specialist is available only after first consulting a general practitioner at a designated health care provider and the general practitioner having referred you for treatment to a specialist via the DHA e-referrals system.
- Benefits may be subject to co-insurance as set out in the plan.
- Members are not able to claim for reimbursement of treatment costs under the plan except for emergencies pursuant to DHA policy directive number 1 of 2016 (PD 01/2016).
- Except in the case of an emergency, pre-existing conditions will not be covered within the first 6 months if the member has not been previously covered under a health insurance policy in Dubai.

Premium

- Premium is payable annually in advance.
- Premium will be computed and payable either via the online purchasing tool or will be invoiced separately and will be based on the details provided on the application form.
- In the event of any conflict in the premium displayed or paid via the online purchasing tool and the actual premium required for the members ultimately enrolled, the actual premium will prevail.
- Any payment made through the online purchasing tool by using a credit or debit card must be made using the card of the policyholder only and have been legitimately obtained from either a licensed bank or any other financial institution. All amounts displayed on the online purchasing tool are in UAE Dirham and **insurer** is not responsible for any currency conversion or other charges of your card issuer. Cash deposits are not accepted and bank transfer payments must be made from the account of the policyholder only. Bank transfers from a source other than the bank account of the policyholder require additional compliance documentation in order to verify the source of funds. Premium for members added to the policy after the start date will be calculated using the cut off date calculation.
- Premium refunded for members deleted from the policy after the start date will be calculated using the premium refund calculation and **insurer** may take up to 30 days to process the refund.
- The Cigna Essential Benefits Plan at the index rate will cease for all members on the date the policyholder ceases to be an LSB and premium will be adjusted using the LSB change adjustment calculation.
- To cancel a member the policyholder or member must provide **insurer** with the required cancellation documentation.

Dependents

- If dependents are to be covered, coverage is compulsory for all family members under the policyholders sponsorship residing in the emirate of Dubai on valid residence visa.
- For newborn children, unless the applicable local regulations require otherwise, cover will start on the date of birth of the newborn, provided the mother is a member at the time of delivery and the **insurer** is notified within 7 days of the newborn child's birth. If the mother is not a member at the time of delivery, then medical expenses incurred between delivery and discharge will not be reimbursed by **insurer** and cover will start for the new born, if the father is a member, only from the date of discharge of the new born from the health care provider following delivery.

Sanctions

- The policyholder warrants that members are not on any international list of sanctioned persons, including but not limited to the US department of treasury's office of foreign assets control's Specially Designated Nationals (SDN) list. In the event that a member is so designated, the **insurer** shall be entitled to exclude such member from enrolment under the Policy. **Insurer** will not provide cover and is not liable to pay any claim or provide any benefit if so, doing would expose **insurer** to any sanction, laws or regulations of the European Union, United Kingdom, United States of America, United Arab Emirates and all other jurisdictions where **insurer** transacts its business.
- If a member is identified as a sanctioned individual during the term of the policy, the **insurer** shall be entitled to cancel the member's coverage and the member acknowledges that he/she is not entitled to any insurance coverage.

Network

- The plan does not support reimbursement of claims to members other than for emergency and all treatment must be paid via direct billing.
- **Insurer** may remove or freeze access to or add any additional designated health care providers at any time and will periodically provide an updated list of the designated health care providers on its website.

Term

- The term of the agreement is the lesser of the policy period or until all members become cancelled members. The policy period will not be automatically renewed. **Insurer** will communicate with the policyholder at least 30 days prior to the expiry of the policy period and make arrangements to conclude a new transaction for provision of health insurance with a new application form. The policyholder acknowledges that members covered under the policy can lose continuity of insurance coverage if the policy is not renewed prior to the end of the policy period.

Data privacy

- **Insurer** will at all times act in accordance with relevant data protection legislation when carrying out its obligations under this policy.
- By entering into the terms of this policy, the policyholder represents that it has authority to provide personal information to the **insurer**. The policyholder further agrees: (a) to inform the members about the content of the policy and (b) to obtain any legally-required consent from the members before collecting, using, disclosing, or transferring their personal information to **insurer** or its third-party administrator.

Governing law

- Any dispute or claim arising out of or in connection with the policy shall be governed by and construed in accordance with the laws of the United Arab Emirates. The **policyholder and insurer** submit to the exclusive jurisdiction of the courts of United Arab Emirates.

Assignment:

- Policyholder and members hereby irrevocably agree that we may assign, sell, transfer or novate, as the case may be, any of our rights and obligations under the whole or any part of this policy to any of our group companies (Transferee), including the transfer of any personal information of a **member** or other individual covered under this policy (Transfer). For the avoidance of doubt, You will not be required to provide any further prior consent to a transfer, whether in writing or otherwise, provided that we shall give written notice to **policyholder and insurer** following the transfer.
- Following the date of the transfer, this policy shall be binding on the Transferee, who, for the avoidance of doubt, shall be liable for all claims under this policy by a member or other individual covered under this policy. **Policyholder and member** hereby waive any claims under this policy against us following the date of the transfer.