Agreement on the Cigna International Employee Healthcare Plan

BETWEEN

Cigna Europe Insurance Company S.A. N.V. , with office address at the Avenue de Cortenbergh, 52, 1000 Brussels, Belgium, represented by MR. ALASTAIR WATT, Managing Director, European General Counsel and Authorised Signatory, authorized to enter into and sign this Agreement as evidenced by Annex A.

("Cigna")

and

The Department of Foreign Affairs of the Philippines (DFA), with office address 2330 Roxas Blvd. Pasay City, Philippines, represented by HONORABLE RAFAEL E. SEGUIS, Undersecretary for Administration, hereinafter referred to as the "POLICYHOLDER OR CLIENT

WHEREAS, Cigna was awarded the contract for the healthcare plan of the Foreign Service Personnel of the CLIENT, pursuant to Section 53 of Philippine Republic Act No. 9184 or the Government Procurement Reform Act for having submitted the best and final offer in accordance with the Bids and Awards Committee (BAC) Resolution No. 72-12 dated 30 April 2012, a copy of which is attached herewith as Annex B;

WHEREAS, Cigna has secured, in compliance with Sections 39.1 and 39.2 of the Revised Implementing Rules and Regulations of Republic Act No. 9184, a performance security bond in the form of a Bank Guarantee in the amount of Php 21,560,000 equivalent to 10% percent of the total contract price, in favour of the CLIENT to guarantee Cigna's faithful performance of the obligations under this Agreement, a copy of which is attached herewith as Annex C;

NOW, THEREFORE, for and in consideration of the foregoing, the Parties have agreed on the following terms and conditions:

The POLICYHOLDER has healthcare plan cover for its Foreign Service Personnel, in accordance with the following attached Schedules and Terms of Reference:

Schedule 1 - General Policy Terms and Conditions
Schedule 2 - Specific Conditions and List of Benefits
Schedule 3 - Premium Schedule
Schedule 4 - Privacy Notes

Terms of Reference of the DFA Healthcare Insurance Contract for Foreign Service Personnel issued on 18 April 2012 (DFA-TOR)

This Agreement, Schedules 1 to 4 and the DFA-TOR constitute the entire contract between Cigna and the POLICYHOLDER. In case of conflict in the provisions of the Agreement, said Schedules and DFA-TOR, the DFA-TOR shall prevail.

1. This Agreement is effective for a period of EIGHT (8) MONTHS from 01 May 2012 to 31 December 2012, subject to monthly renewals for the same terms and conditions until a maximum total contract period of twelve (12) months is reached. No surcharge or extension fees shall be imposed for the said monthly renewals.

2. Each Party warrants that:

   a. the policy issued by Cigna is an international non-life insurance policy and healthcare plan that (i) primarily covers risks located outside the Philippines, (ii) provides for health maintenance and dental care services and procedures outside the Philippines, (iii) has worldwide territorial coverage, (iv) offers benefits under life/accidental riders, (v) shall be issued from [Brussels, Belgium] in consideration of premium that shall be paid from [Brussels, Belgium];
   b. it and any Employee (as defined in Schedule 1) or person engaged by it in connection with this Agreement, shall use Confidential Information (as defined below) only for the purposes of this Agreement;
   c. this Agreement shall not disclose any Confidential Information to any third party without the prior written consent of the other Party and any other individual to whom the Confidential Information relates; and
   d. it shall take all necessary precautions to ensure that all Confidential Information is treated as confidential and is not disclosed, save as aforesaid, or used other than for the purposes of this Agreement.

   Confidential Information means:

   a. the Documents (as defined below) and all other information which relates to the business affairs, products, services, marketing strategy, developments, trade secrets, know-how, personnel, customers and suppliers of either Party;
   b. all unpatented designs, drawings, software specifications, processes, testing procedures, security systems and all other similar information and material;
   c. all other data, information, text, drawings, diagrams, images or sound embodied or carried in any electronic medium, whether tangible or intangible, which are supplied or in respect of which access is granted by one Party to the other pursuant to this Agreement, or which either Party is required to generate under this Agreement or which is disclosed by one Party to the other either directly or indirectly;

d. all information designated as confidential by either Party in writing; and
e. all other information which may reasonably be regarded as the confidential information of the disclosing Party.

PROVIDED THAT Confidential Information shall not include:

(i) information which was in the public domain at the time of disclosure;
(ii) information which, though originally Confidential Information, subsequently falls into the public domain through no fault of either Party, as of the date of its so falling;
(iii) information independently developed by Employees or agents of either Party where such Party can show that the Employees or agents had no access to similar or relevant Confidential Information received by that Party under this Agreement;
(iv) information disclosed by either Party to ensure compliance with a duty imposed by law, whether civil or criminal, or with the requirements of a regulatory authority but only to the extent so required; or
(v) information disclosed with the other Party's written approval and with the approval of the individual to whom the information relates.

Without prejudice to the generality of (i) and (ii) above, information shall not be deemed to be in the public domain by reason only that it is known to minimal number of people to whom it might be of commercial interest, and a combination of two or more items of Confidential Information shall not be deemed to be in the public domain by reason only of each separate item being so available.

Documents means:

a. all records, working papers, reports, documents, papers and other materials whatsoever originated or prepared by either Party pursuant to this Agreement and all copies thereof; and
b. in addition to a document in writing, any plan, graph, drawing or photograph, any film, negative, tape or other device embodying visual images and any disc, tape or other device embodying any other data.

3. Subject to Schedule 3 of the DFA-TOR, payment of the premium shall be made by the CLIENT in United States Dollars (USD) from the CLIENT's Embassy in Belgium or from any other place acceptable to Cigna.

1. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement.

2. In the event of any conflict between the terms of this Agreement and Schedule 1, the terms of Schedule 1 will prevail.

3. Throughout the period of this Agreement, the Policyholder will inform Cigna of all and any changes in the membership of the Plan (as defined in Schedule 1) in the same month in which the change occurs. However, Cigna may commence or terminate cover retrospectively for employees and dependents for a period not exceeding 2 months from the date when the Policyholder advises Cigna in writing.

4. Cigna will at all time act in accordance with relevant data protection legislation when carrying out its obligations under this Agreement. Cigna's Privacy Notice is attached as Schedule 4 ("the Privacy Notice").

5. By entering into the terms of this Agreement, the Client represents that it has authority to provide Personal Information (as defined in the Privacy Notice) to Cigna. The Client further agrees: (a) to inform the corresponding Employee or any other individual to be covered under the Plan about the content of the policy and (b) to obtain any legally-required consent from the Employee or any other individual to be covered under the Plan before collecting, using, disclosing, or transferring (including cross-border transfer) their Personal Information.

6. Notwithstanding any provision in this Agreement or otherwise, it is agreed that Cigna shall have no liability or obligation where it reasonably believes such would violate any applicable law, regulation or order, including but not limited to, anti-corruption laws and programs imposing financial sanctions on targeted individuals, entities, or nations, including (without limitation) any relevant (1) resolution of the United Nations Security Council and/or any implementation thereof in any jurisdiction, (2) law, regulation, and/or order administered by the Department of Treasury of the United States of America, and/or (3) regulation issued by the European Council and/or any implementation thereof in any jurisdiction. Cigna shall have no liability or obligation and this Agreement shall, at Cigna's election, be deemed void where any actions in furtherance of the Agreement is prohibited. Furthermore, Cigna is under no obligation to obtain licenses from any Government to enable the extension of coverage in compliance with sanctions laws.

7. Neither party may transfer, sell or assign this Agreement without the prior written consent of the other party. Any attempted assignment without the written consent of the other party shall be null and void and without force and effect.

8. The benefits conferred under this Agreement will apply to the Policyholder named above and in Schedule 2, and to such affiliates or associated companies as named in Schedule 2.

9. The CLIENT waives immunity from suit with respect to any claim of CIGNA arising from the non-performance of its obligations under this Agreement, provided that such non-performance is not due to compliance with governmental functions or for official reasons beyond the CLIENT's control. The CLIENT shall not be responsible for the mistakes or errors of its officers or agents in the exercise of their functions, or for the acts of persons covered by this Agreement that are not in accordance with Philippine law and the provisions of this Agreement

10. Cigna is subject to the prudential supervision of the National Bank of Belgium, Boulevard de Berlaimont 14, 1000 Brussels (Belgium) and to the supervision of the Financial Services and Markets Authority (FSMA), rue du Congrès 12-14, 1000 Brussels (Belgium), in the field of consumer protection, this Agreement is governed by and shall be construed in accordance with the laws of the Philippines. Any litigation shall take place before the courts of the Philippines.

11. This Agreement may be executed in any number of counterparts each of which shall be an original with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective, as between the Policyholder and Cigna, on the date of signing by the party that last executed this Agreement.

The Parties signing below confirm they have read, understood and agreed to this Agreement and the Schedules and Annexes attached.

Signed by:

On:

Department of Foreign Affairs of the Philippines (DFA), represented by Rafael E Seguis, Undersecretary for Administration and HOPE

In the presence of this witness:

Signed by:

Mr Alvar E. Rosales, DFA Chief Accountant

AND

Signed by:

On: 16 July 2012

Cigna Europe Insurance Company S.A.-N.V., represented by Marc Posthuma, Regional Vice President Sales and Client Management APAC, authorized by Alastair Watt, Authorised Signatory

In the presence of this witness:

Signed by:

Wai May Wong, Client Manager, Cigna Europe Insurance Company S.A.-N.V.

ACKNOWLEDGMENT

Republic of the Philippines)
Makati City) SS.

BEFORE ME, a Notary Public in and in MAKATI CITY this AUG 14 2012, personally appeared the following:

Name:	Passport No.	Date & Place of Issuance
RAFAEL SEGUIS	DE0000024	11-28-11 expiring on 11-28-16/ Manila
MARCUS POSTHUMA	NW6K4K2H0	4-23-12 expiring on 4-23-17/ Ambassadeur Te Singapore

all known to me to be the same persons who executed by the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed as well as that of the corporations that respectively represent.

WITHNESS MY HAND AND SEAL in the place and on the date first above written.

Doc. No. 131;
Page No. 27;
Book No. 43;
Series of 2012.

JOSE ANGELITO B. BULAO
NOTARY PUBLIC
UNTIL DEC. 31, 2013
IBP NO. 877423 JAN. 03, 2012/SO COTABATO
PTR NO. 3176043 JAN. 03, 2012 MAKATI CITY
MCLE COMPLIANCE NO. III-0018519
ROLL NO. 35717

SCHEDULE 1

Cigna International Employee Healthcare Plan

General Policy Terms and Conditions

Definitions

The words and phrases set out below have the meanings specified. Where those words and phrases are used with those meanings, they will appear in italics in this guide, the list of benefits and 'How to Claim' procedure. All definitions that are marked with an asterisk apply to US-based admissions only.

Unless otherwise provided, the singular includes the plural and the masculine includes the feminine and vice versa.

'**Annual renewal date**' - the anniversary of the *start date* each year or any other date which *Cigna* and the *client* may agree in writing.

'**Appropriate age intervals**' - birth, 2 months, 4 months, 6 months, 9 months, 12 months, 15 months, 18 months, 2 years, 3 years, 4 years, 5 years and 6 years.

'**Benefit**' - any benefit shown in the *list of benefits*.

*'**CareAllies**' - a claims review organisation used in respect of *treatment* in the United States.

'**Cigna**' - Cigna Europe Insurance Company S.A.-N.V.

'**Client or Policyholder**' - the client named in the *policy schedule*.

'**Country of domicile**' - the nation of the *employee* or *dependent's* birth or the nation in which they are deemed by the Law of the Philippines to have their permanent place of residence and an indefinite intention to reside.

*'**Continued stay review**' - a review and decision by *CareAllies*, during the *patient*'s stay in *hospital*, on the suitability of the *patient*'s continued *treatment* as an in-patient. (CSR)

'**Day case treatment**' - care involving admission to *hospital* and using a bed but not staying overnight. In respect of US based admissions, this also includes surgical procedures carried out in the doctor's surgery.

'**Days of grace**' - a period of 28 days after the date on which a premium is due. If *Cigna* does not receive the premium within 28 days services will be suspended until receipt of

payment. *Cigna* reserves the right to cancel the policy in the case of non-payment. The *client* will be liable to *Cigna* for any unpaid premium for the period the policy was in force.

'Dependent'

1. The lawful spouse;

2. Children (legitimate, illegitimate, or adopted), stepchildren of the principal.

Children from birth up to 26 years of age as long as they are unmarried and are dependent on their parents for support

Children over 26 years of age provided they are mentally, physically, or developmentally incapacitated and are primarily dependent on the principal for support;

'Effective date' - the date cover starts for the *employee* and their *dependents*.

'Eligible female' - a person who is an *employee* or a *spouse* or partner of an *employee*.

Employee - any member of the Foreign Service Personnel who is working at least 30 hours per week, nominated and sponsored by the CLIENT to become a member of the plan.

'Europe' - Andorra, Austria, Belgium, Cyprus, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Liechtenstein, Luxembourg, Malta, Netherlands, Norway, Portugal, Spain, Sweden, Switzerland and the United Kingdom.

'Home nursing' - visits from a *qualified nurse* to the *patient*'s home to give expert nursing services:

- immediately after *hospital treatment* for as long as is required by *medical necessity*;

- visits for as long as is required by *medical necessity* for *treatment* which would normally be provided in a *hospital*.

In either case, the *specialist* who treated the *patient* must have recommended these services.

'Hospital' - any organisation which is registered or licensed as a medical or surgical hospital in the country in which it is located and where the *patient* is under the daily care or supervision of a *medical practitioner* or *qualified nurse*.

'Injury' - a physical injury.

'**In-patient**' - A *patient* who stays overnight in *hospital* while undergoing *treatment.*

'**International services**' - services arranged by the *medical assistance service* for the *plan* as set out in Condition 4.

'**List of benefits**' - the latest list of benefits which *Cigna* has published for the International Employee Healthcare Plan, including any notes to it. Please refer to the policy literature for details of the list of benefits the *client* has selected.

'**Maternity benefit**' - all aspects of pregnancy or childbirth, including any complications, for any *eligible female* covered under the *plan*, including charges for routine nursery care during the mother's confinement

'**Medical assistance service**' - a service which provides medical advice, evacuation, assistance and repatriation. This service can be multi-lingual and assistance is available 24 hours per day.

'**Medical necessity**' - medically necessary covered services and supplies are those determined by the *medical team* to be:

- required to diagnose or treat an illness, *injury*, disease or its symptoms;
- *orthodox*, and in accordance with generally accepted standards of medical practice;
- clinically appropriate in terms of type, frequency, extent, site and duration;
- not primarily for the convenience of the *patient*, physician or other health care provider; and
- rendered in the least intensive setting that is appropriate for the delivery of the services and supplies.

Where applicable, the *medical team* may compare the cost-effectiveness of alternative services, settings or supplies when determining least intensive setting.

'**Medical practitioner**' - a doctor or *specialist* who is registered or licensed to practice medicine under the laws of the country, state or other regulated area in which the *treatment* is provided.

'**Medical team**' – means *Cigna's* medical director or the *medical assistance company*.

'**Minor surgical procedures and associated treatment**' - any surgical treatment or procedure that does not require a general anaesthetic or overnight *hospital* stay, e.g. surgical *treatment* of an ingrown toe nail.

'**Operation**' - any procedure described as an operation in the *schedule of surgical procedures*.

'**Orthodox**' - in relation to a procedure or *treatment* that is medically accepted in Belgium at the time of the commencement of the procedure or *treatment*, in that it accords with that upheld by a respectable, responsible and substantial body of medical opinion, experienced in the particular field of medicine.

'**Out-Patient**' - a *patient* who does not need to stay overnight in *hospital* for either consultation with a *specialist* or for *treatment*.

'**Patient**' - the *employee* or their *dependent* who undergoes *treatment*.

'**Plan**' - the *Cigna* International Employee Healthcare Plan.

'**Policy**' - the policy sent to the *client* including policy terms, *policy schedule*, *list of benefits* and proposal form.

'**Policy schedule**' - the latest policy schedule issued with the *policy* including any endorsements or notes to it.

*'**Pre-admission certification**' - a review and an initial decision by *CareAllies*, before admission to a *hospital* in the United States, on the suitability of *in-patient treatment* or *day case treatment* for an *employee* or *dependent* (PAC).

'**Previous illness**' - any *sickness* or *injury*, or symptoms linked to such *sickness* or *injury* for which:

- medical advice or *treatment* has been sought or received; or
- the *employee* or *dependent* knew about and did not seek medical advice or *treatment* for;

during the 6 months before the *effective date*.

'**Primary healthcare costs**' - costs in relation to *medical practitioners* fees', prescribed medicine/drugs and dressings and emergency dental treatment up to the limits detailed in the *list of benefits*.

'**Private ambulance**' - a purpose-built vehicle operated as an ambulance by a recognised private ambulance service.

'**Qualified nurse**' - a nurse who is registered or licensed as such under the laws of the country, state or other regulated area in which the *treatment* is provided.

'**Schedule of surgical procedures**' - the current schedule of surgical procedures approved by *Cigna*'s chief medical officer.

'**Selected area of coverage**' - means either:

- Area I *worldwide*, or
- Area II *worldwide*, excluding USA
- Area III *Europe*

as selected by the *client* on the *start date* of the *plan*.

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

'**Sickness**' - a physical or mental illness and pregnancy.

'**Specialist**' - a doctor who:

- has received advanced specialist training;
- practices a particular branch of medicine or surgery; and
- holds or has held a consultant appointment in a *hospital* or an appointment which *Cigna* accepts as being of equivalent status.

A physiotherapist who is registered or licensed as such under the laws of the country, state or other regulated area in which the *treatment* is provided is only a *specialist* for the purpose of physiotherapy as described in the *list of benefits*.

'**Spouse**' - the employee's legal husband or wife in accordance with Philippine law.

'**Start Date**' - the date the *policy* starts, as shown in the *policy schedule*.

'**Surgical appliance and/or Medical Appliance**' –

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

'Treatment' - any relevant treatment controlled by a *medical practitioner* to cure or substantially relieve acute or chronic conditions within the scope of the *plan*.

'Vision benefit' - procedures and *treatment* relating to the vision of an *employee* or *dependent*.

'Wellness benefit' - tests as defined in the *list of benefits* and conditions and carried out by a *medical practitioner*.

'Worldwide' - every country throughout the world and at sea, excluding any country with whom, at the date of commencement of *treatment*, the Federal Government of the United States of America has prohibited trade to the extent that payments are illegal under applicable law.

'Worldwide excluding USA, - *worldwide*, with the further exception of the United States of America,

'Year of insurance' - the annual period starting on the *start date* or *annual renewal date*.

Conditions

1. "What does the healthcare plan/policy cover?"

   - recognised costs of services or supplies which are recommended by a *medical practitioner*, and are *medically necessary* for the care and *treatment* of an *injury* or *sickness*, as determined by the *medical team,* up to limits shown in the *list of benefits;*
   - international services
   - Wellness tests
   - *Vision benefits*

2. When does cover start? - Cover starts on the day an employee (and their *dependent(s)* if applicable) of the *client becomes a member of* the *plan*. The employee (and their dependent(s) if applicable) becomes a member of the plan upon request for enrolment from the client to Cigna. To be eligible for membership of the *plan*, the employee must:

   - be a member of staff nominated and sponsored by the *client,* working the minimum of 30 hours per week; and
   - be resident outside their *country of domicile;* and
   - be notified to *Cigna* before becoming, or within the first month that they become, resident outside their *country of domicile*. If the *client* does not tell Cigna within this period, *Cigna* may decline cover, or provide cover subject to satisfactory evidence of health; and

   If the employee (or their *dependent* if applicable) refuses membership when it is first offered and they later decide to join the *plan*, *Cigna* may require the *employee* or *dependent* to undertake a medical examination at their expense. The results of the examination will determine whether *Cigna* accepts the application.

3. *Benefits* - *Cigna* will refund reasonable costs for a *patient's treatment* and for services related to *treatment* which are shown in the *list of benefits*. This *treatment* and these services could be

   (i) in the *selected area of coverage*, or

   (ii) in respect of emergency conditions where *treatment* commences within a period of 30 days of absence from the *selected area of coverage*, whether the absence is for the purposes of business or pleasure, where the

employee or *dependent* do not travel wholly or partly to have *treatment* (except because of emergency evacuation performed by the *medical assistance service*). For the purposes of this Condition 3 (ii) 'Emergency treatment' shall have the following meaning:

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

The limits in the *list of benefits* depending on the *plan* selected will be applied in pounds Sterling/US dollars/Euros. The *benefits* will be paid in the appropriate currency requested.

The *benefits* that a *patient* can receive in relation to the cost of one course of *treatment* or to the cumulative cost of more than one course, as appropriate, cannot be more than the annual limits that were in the *list of benefits* when *treatment* was given. *Cigna* will not pay for the proportion of any cost of *treatment* that is over the *benefit* limits in the *list of benefits*. In respect of any expenses for which the *employee* or a *dependent* has been or can be reimbursed from any other insurance or source, *Cigna* will apply the normal principles of equitable contribution and indemnity and reserves the right of subrogation to recover such expenses from any source.

Cigna will also pay costs for *treatment* involving complementary medicine - for example, homeopathy or acupuncture - if a *specialist* (other than a specialist in complementary medicine) recommends this *treatment*.

If a medical practitioner refers the *employee* or *dependent* for chiropractic treatment or osteopathy, *Cigna* will pay up to the total amount shown in the current *list of benefits* in any *year of insurance*.

Cigna will consider charges made for or in connection with approved organ transplant services, including immunosuppressive medications, organ procurement costs, and donor's medical costs. The amount payable for donor's medical costs is reduced by the amount payable for those costs from any other plan or source. Certain transplants will not be covered based on general limitations (i.e. experimental procedures). The *employee* must contact *Cigna* before incurring any costs relating to organ donation.

Kidney dialysis if dialysis is available in the location of assignment. *Treatment* will not be covered if dialysis is not available in the location of assignment.

Cigna will pay costs of *treatment* for Hormone Replacement Treatment. However, *treatment* involving unproven or questionable methods or procedures will not be covered.

(iii) Wellness tests - tests carried out by a *medical practitioner* - for details please refer to schedule of benefits

- (iv) Vision benefits – for details please refer to schedule of benefits

4. International services - The international services are provided by the *medical assistance service* under the *plan*. The services to the *employee* or *dependent* while covered for *treatment* under the *plan* are:

(a) Confirmation of *benefit* service

Outside business hours, *employees* and their *dependents* may call the *Cigna* International Helpline for an explanation of the *benefit* provided by the *plan*.

(b) Confirmation of cover

Employees and their *dependents*, or a *hospital* providing a *patient* with *treatment*, may contact the *Cigna* International Helpline to find out if *treatment* needed is covered under the *plan*.

(c) Emergency evacuation

Emergency medical evacuations must be pre-authorised by the *Cigna medical team*. Where it is not possible for pre-authorisation to be sought before the evacuation takes place, this must be sought as soon as possible thereafter. *Cigna* will only authorise medical evacuations after the evacuation has occurred where it was not reasonably possible for authorisation to be sought before the evacuation took place. Medical evacuations must be determined by the *Cigna medical team* to be *medically necessary* to prevent the immediate and significant effects of illness, injury or conditions which if left untreated could result in a significant deterioration of health and it has been determined that the *treatment* is not available locally. The *medical assistance service* will arrange for the transport of the *patient* to the nearest *hospital* offering the necessary *treatment*, under proper medical supervision.

Benefit will also be payable for the reasonable cost of travel (transport only) for any individual who, because of *medical necessity*, has to accompany the *patient*.

In addition, *benefit* will be payable for travel for the return journey (economy class) of the *patient* and the person accompanying the *patient* after receipt of appropriate *treatment.*

(d) Medical repatriation

Medical repatriations must be pre-authorised by the *Cigna medical team.* Where it is not possible for pre-authorisation to be sought before the repatriation takes place, this must be sought as soon as possible thereafter. *Cigna* will only authorise medical repatriation after the repatriation has occurred where it was not reasonably possible for authorisation to be sought before the repatriation took place. Medical repatriation must be determined by the *Cigna medical team* to be *medically necessary* to prevent the immediate and significant effects of illness, injury or conditions which if left untreated could result in a significant deterioration of health and it has been determined that the *treatment* is not available locally, and that it is necessary for medical reasons for the *patient* to be returned to their *country of domicile*, the *medical assistance service* will arrange for the transport under proper medical supervision as soon as reasonably practicable.

In addition, *Cigna* reserves the right, after *treatment* has commenced following emergency evacuation to the nearest *hospital*, to request the repatriation of the *patient* to a *hospital* in the *patient's country of domicile*, when a *medical practitioner* named by the *medical assistance service*, after speaking with a local attending *medical practitioner*, decides that the *patient* is fit to undertake the journey.

Benefit will also be payable for the most economical cost of travel (transport only) for any individual who, because of *medical necessity*, has to accompany the *patient.*

In addition, *benefit* will be payable for return travel cost (economy class) for the *patient* and the person accompanying the *patient* following receipt of appropriate *treatment.*

In addition to the above-mentioned coverage, DFA staff members and their dependents as covered under the plan are entitled to one round trip per policy year in economy class for medically necessary treatment in the Philippines, subject to prior approval from Cigna. The staff member may choose to organise this trip him/herself but in such cases reimbursement will not exceed the cost Cigna would have paid for a round trip in economy class.

(e) Repatriation of mortal remains

If the *employee* or *dependent* dies outside their *country of domicile*, the medical *assistance service* will arrange as soon as reasonably practicable for the return of the bodily remains to the *country of domicile* of the deceased.

(f) Transport costs for third parties

Benefit will be payable for the cost of travel for one parent to accompany the *employee*'s child who is a *dependent* and for any individual who because of *medical necessity*, has to go with the *patient*.

The *medical practitioner* named by the *medical assistance service*, after speaking to the local attending *medical practitioner* and taking account of all the medical factors and considerations, will make all decisions on the medical need for transportation, the means and/or timing of any transportation, the medical equipment and medical personnel to be used and the final destination.

Benefits for international emergency services (c), (d) and (f) will only be provided where the *treatment*, resulting from or resulting in the emergency evacuation or medical repatriation, is covered under the *plan*.

The *client* will refund to *Cigna* all expenses incurred for international emergency services (c), (d) and (f) which are not covered under the *plan*.

6. Claims procedure -

Claims and requests for direct payment need to be addressed to the region-specific contact centers as specified to each plan member.

Cigna may ask for a medical report from the *medical practitioner* who has carried out the *treatment*, if they need more information. *Cigna* may also require the *patient* to have an independent medical examination. *Cigna* will pay for both the medical report and independent medical examination.

Claims must be submitted within 12 months from the date of treatment. Claims submitted outside this timeframe will not be reimbursed.

7. When does cover end?

a Cover under the *plan* will end immediately for the *employee* and their *dependents* in the following situations:

- if the *employee* dies. The *client* may agree to continue cover for their *dependents* up to the next *annual renewal date* when their cover will end; or

- if the *employee* stops working for the *client*; or

- if the *client* stops paying *premiums* for the *employee* and their *dependents* (if any).

when the *policy* of the *client* terminates at the expiry of the period shown in the *policy schedule*

b Cover will end for a *dependent*:

- if he or she dies; or
- when he or she ceases to be *dependent*;

Cover will end at the next *annual renewal date*. If an *employee* gets divorced or the unmarried partners no longer live together or a civil partnership is dissolved, the spouse or unmarried or civil partner will no longer be considered as a *dependent* for the purposes of this *policy*. Cover for the *spouse* ends as soon as the final decree/final dissolution order has been granted.

c Prior to the termination of the *policy* at the expiry of the period shown in the *policy schedule*, cover will end immediately for all *employees* and *dependents*,

- where the number of *employees* first falls below 2, or
- when *Cigna* gives the *client* at least 28 days' notice that the *policy* is to end, or
- if the *client* does not pay the *premiums* owed under the *policy* within the *days of grace*.

d Cover will end for a specific *employee* or his *dependent(s)* when the *employee* or *dependent* returns to live in his *country of domicile* for more than 3 months.

8. Information for administration - The *client* must give *Cigna* all the written information that *Cigna* reasonably requires to work out the *premium* and pay any *benefit* provided under the *plan*. Billing for the *plan* will be processed on the exact number of memberships held by *Cigna*. Therefore, *Cigna* must be advised of any membership changes in the same month in which the change occurs.

9. Membership - Throughout the period of this *policy*, the *client* will notify *Cigna* of all and any changes in the *membership* of the *plan* in the same month in which the change occurs. However, *Cigna* may commence or terminate cover

retrospectively for *employees* and *dependents* for a period not exceeding 2 months from the date when the *client* advises *Cigna* in writing.

In respect of cover and billing for *employees* or *dependents* (where applicable) who are joining or leaving the *plan*, *Cigna* will apply the following format:

Additions	- any *employee* or *dependent* (where applicable) who joins the *plan* during the first 15 days of a contract month, will be covered from the date of joining but will be billed for the entire month.
	any *employee* or *dependent* (where applicable) who joins the *plan* during the last 15 days of a contract month, will be covered from the date of joining but will not be billed for that month whereupon billing will commence at the beginning of the following month.
Terminations	- any *employee* or *dependent* (where applicable) who leaves the *plan* during the first 15 days of a contract month, will be covered up to the date of leaving but will not be billed for that month.
	any *employee* or *dependent* (where applicable) who leaves the *plan* during the last 15 days of a contract month, will be covered up to the date of leaving but will be billed for the entire month.

10. Changes to the terms and conditions of the *policy* - *Cigna* can end the *policy* or change any of the terms and conditions relating to the *policy*. If the *policy* changes because of new laws, *Cigna* will write and tell the *client*. In all circumstances, *Cigna* will give the following notice:

- for changes to the *list of benefits*, at least 28 days' notice in writing;
- for changes to the *policy* terms and conditions, or ending the *plan*, at least 28 days' notice in writing. The change will take place, failing which the *plan* will end on the next *annual renewal date*.

Cigna can end or change an *employee's* cover or their *dependent*'s cover at any time if the *employee* or *dependent* have given *Cigna* misleading information, have kept something from *Cigna*, or have broken the terms of the *plan*.

11. Renewing the *policy* - Depending on Conditions 7 and 10, the *plan* will continue for the period shown in the *policy schedule*. It may continue after that if *Cigna* and the *client* agree.

12. Cigna is subject to the prudential supervision of the National Bank of Belgium, Boulevard de Berlaimont 14, 1000 Brussels (Belgium) and to the supervision of the Financial Services and Markets Authority (FSMA), rue du Congrès 12-14, 1000 Brussels (Belgium), in the field of consumer protection, the Agreement on this *policy* is governed by the laws of the Philippines. Words and phrases that have special meanings are defined at the beginning of this document.

13. Regulatory Information

Insurance company authorised in Belgium under licence number 2176.

Cigna Europe Insurance Company SA-NV is subject to the prudential supervision of the National Bank of Belgium, Boulevard de Berlaimont 14, 1000 Brussels (Belgium) and to the supervision of the Financial Services and Markets Authority (FSMA), rue du Congrès 12-14, 1000 Brussels (Belgium), in the field of consumer protection.

14. How to pay - Payment of premiums must be in US dollars and must be paid to *Cigna*'s plan administrator Vanbreda International, Plantin and Moretuslei 299, Antwerp, Belgium.

Money payable under the *plan* by *Cigna* will be paid under Condition 3 - *Benefits*.

EXCLUSIONS

Subject to the DFA-TOR, CIGNA will not pay benefit for the following treatment and extras:

a *Treatment* that arises from or is in any way connected with attempted suicide or any *injury* or illness that the *employee* or *dependent* inflicts upon himself

b *Treatment* for or in connection with speech therapy that is not restorative in nature, or if such therapy is

(a) used to improve speech skills that have not fully developed;
(b) can be considered custodial or educational; or
(c) is intended to maintain speech communication.

c Dental or orthodontic *treatment* except as specified in the Schedule of Benefits.

d *Treatment* in nature cure clinics, health spas and nursing homes except as specified in the Schedule of Benefits.

e Charges for residential stays in a *hospital* which are arranged wholly or partly for domestic reasons or where *treatment* is not required or where the *hospital* has effectively become the place of domicile or permanent abode.

f *Treatment* needed because of or relating to male or female birth control except as specified in the Schedule of Benefits.

g *Treatment* needed because of or relating to infertility or any type of fertility *treatment*, including complications arising out of such *treatment*, with the exception of the investigation of infertility to the point of diagnosis.

h *Treatment* by way of the intentional termination of pregnancy, unless two *medical practitioners* certify in writing that the pregnancy were to endanger the life or mental stability of the mother.

i *Treatment* by way of nursery care for a *dependent* in a *hospital* following childbirth, except as specified in the Schedule of Benefits.

j Supportive *treatment* for chronic kidney failure or kidney failure which cannot be cured. *Treatment* for kidney dialysis will be covered if such *treatment* is available in the location of assignment.

k *Treatment* to change the refraction of one or both eyes, including refractive keratotomy (RK) and photorefractive keratectomy (PRK), unless *Cigna* agrees in writing.

l Injury or disability directly or indirectly caused or contributed to whilst engaging in or taking part in war, invasion, act of terrorist activities, rebellion (whether war be declared or not), civil war, commotion, military or usurped power, martial law, riot or the act of any lawfully constituted authority, or while the *employee* or *dependents* are carrying out army, naval or air services operations, whether or not war has been declared.

m *Treatment* outside the *selected area of coverage* if one of the reasons the *patient* travelled was for that *treatment*, except if the *medical assistance service* has arranged emergency evacuation or medical repatriation.

n Any form of non-emergency travel costs- except for annual economy round-trip to the Philippines for medical reasons as specified in the Schedule of Benefits and as approved by Cigna in writing.

o Any expenses for international emergency services which were not approved in advance by the *medical assistance service.*

p International services expenses for emergency evacuation, medical repatriation and transportation costs for third parties where the *treatment* needed is not covered under the *plan.*

q Any expenses for ship-to-shore evacuations.

r Sex change operations or any *treatment* needed to prepare for or recover from these operations (for example, psychological counselling) including complications arising out of such *treatment.*

s *Treatment* that arises from or is any way connected with injury, sickness or disablement as a result of

- taking part in a sporting activity on a professional basis; or
- solo scuba-diving or scuba diving at depths below 30 metres unless the diver is PADI qualified (or equivalent) for that depth.

t Any form of experimental *treatment* (or procedure) that does not amount to *orthodox treatment* or does not adhere to the commonly accepted, customary or traditional practice of medicine according to the guidelines and recommendations from the World Health Organization.

u Expenses relating to:

- any form of sterilisation or contraception including vasectomy;
- any form of plastic, cosmetic or reconstructive surgery or *treatment*, even for psychological reasons, unless it is of *medical necessity* as a direct result of the *patient* having an accident or because of other surgery, which itself would have been covered under the *plan*;
- appliances (including spectacles unless the *vision benefit* has been selected and hearing aids) which do not fall within *Cigna*'s definition of surgical appliance and/or medical appliance;
-
- incidental costs including newspapers, taxi fares, telephone calls, guests' meals and hotel accommodation;
- Costs or fees for filling in a claim form or other administration charges.

Costs that have been or can be paid by another insurance company, person, organisation, or public programme. If the *employee* or *dependent* is covered by other insurance, *Cigna* will only pay its part of the *benefit*. If another person, organisation or public programme is responsible for paying the costs of *treatment*, *Cigna* may claim back any of these costs it has paid.

Life Limitations

No benefits are payable under this part if death is the result of declared or undeclared war or any act thereof, riot, civil commotion or police action.

No benefits are payable for claim payments that are illegal under applicable law.

No benefits are payable for members of the armed forces of any nation while actively engaged in war.

AD&D Limitations

Death and Dismemberment Benefits will not be paid for a loss which in any way results from:

- suicide or intentionally self-inflicted injury, while sane or insane.
- sickness, disease, bodily infirmity, or bacterial or viral infection, even if contracted by accident. This exclusion does not apply to bacterial infection that is the natural and foreseeable result of an accidental external cut or wound.
- declared or undeclared war, or an act of war.
- injuries received by you while operating, learning to operate or acting as a pilot or crew member of an aircraft.

No benefits are payable for claim payments that are illegal under applicable law.

No benefits are payable for members of the armed forces of any nation while actively engaged in war.

Cigna International Employee Healthcare Plan (Dental)

General Policy Terms and Conditions

Definitions

The words and phrases set out below have the meanings specified. Where those words and phrases are used with those meanings, they will appear in italics in this guide, the *list of benefits* and 'How to Claim' procedure.

Unless otherwise provided, the singular includes the plural and the masculine includes the feminine and vice versa.

Annual renewal date - the anniversary of the *start date* each year or any other date which *Cigna* and the *client* may agree in writing.

Benefit - any *benefit* shown in the *list of benefits*.

Cigna - *Cigna* Europe Insurance Company S.A.-N.V.

'Client or Policyholder' - the client named in the *policy schedule*.

Cosmetic - services, procedures or items that are supplied only for aesthetic purposes and which are not needed in order to maintain an acceptable standard of *oral health*.

Country of domicile - the nation of the *employee* or *dependent's* birth or the nation in which they are deemed by the Law of Belgium to have their permanent place of residence and the indefinite intention to reside.

Days of grace - a period of 28 days after the date on which a premium is due. If *Cigna* does not receive the premium within 28 days services will be suspended until receipt of payment. *Cigna* reserves the right to cancel the policy in the case of non-payment. The *client* will be liable to *Cigna* for any unpaid premium for the period the policy was in force.

Dental emergency - where severe pain that is not relieved by painkillers, or facial swelling or uncontrollable bleeding after an extraction, is being suffered and it is either outside the business hours of the *employee* or *dependent's* usual *dentist* or the *employee* or *dependent* are staying at a place which is away from the dental practice they usually visit. The *treatment* covered in such an instance is to purely stabilise the problem and relieve severe pain.

Dental injury - injury to the *employee* or *dependent's* dentition and supporting structures (including damage to dentures while being worn) caused by extra-oral impact.

Dentist - a dentist, dental surgeon or dental practitioner who is registered or licensed as such under the laws of the country, state or other regulated area in which the *treatment* is provided.

Dependent

1. The lawful spouse;
2. Children (legitimate, illegitimate, or adopted), stepchildren of the principal.

Children from birth up to 26 years of age as long as they are unmarried and remain dependent on their parents for support

Children over 26 years of age provided they are mentally, physically, or developmentally incapacitated and are primarily dependent on the principal for support;

Effective date - the date cover starts for the *employee* and their *dependents.*

Eligible female - a person who is an *employee* or a *spouse* or a partner of an *employee.*

Employee - any member of the Foreign Service Personnel who is working at least 30 hours per week, nominated and sponsored by the CLIENT to become a member of the plan.

Full case assessment - extensive examination in order to establish current state of teeth.

Hospital - any organisation which is registered or licensed as a medical or surgical *hospital* in the country in which it is located and where the *patient* is under the daily care or supervision of a *medical practitioner* or qualified nurse.

List of benefits - the latest *list of benefits* which *Cigna* has published for the International Employee Healthcare Plan (Dental), including any notes to it. Please refer to the *policy* literature for the details of the *benefits* the *client* has selected.

Oral health - for a *patient*, a reasonable standard of *oral health* of the teeth, their supporting structures and other tissues of the mouth, and of dental efficiency, according to a standard acceptable to a *dentist* of ordinary competence and skill in Belgium which will safeguard his general health.

Orthodox - in relation to a procedure or *treatment* that is dentally accepted in Belgium at the time of the commencement of the procedure or *treatment*, in that it accords with that upheld by a respectable, responsible and substantial body of dental opinion, experienced in the particular field of dentistry.

Patient - the *employee* or *dependent* who undergoes *treatment.*

Plan - the *Cigna* International Employee Healthcare Plan.

Policy - the *policy sent to* the *client* including policy terms, *policy schedule, list of benefits* and proposal form.

Policy schedule - the latest *policy schedule* issued with the *policy* including any endorsements or notes to it.

Spouse - the employee's legal husband or wife in accordance with Philippine law.

Treatment - any dental procedure or service which

- is needed for continued *oral health*, and;
- is carried out or personally controlled by a *dentist*, including procedures provided by a hygienist, and:
- is included in the *list of benefits* or, though not included in the *list of benefits*, is accepted by *Cigna* as a procedure or service meeting common dental standards as upheld by a respectable, responsible and substantial body of dental opinion, experienced in the particular field of dentistry.

Year of insurance - the annual period starting on the *start date* or *annual renewal date*.

Conditions

1. "What does the healthcare plan/policy cover?"
   The *plan* covers recognised costs of *orthodox treatment* by a *dentist* up to the limits shown in the *list of benefits.*

2. When does cover start? - Cover starts on the day an employee (and their *dependent(s)* if applicable) of the *client,* joins the *plan.* To be eligible for membership of the *plan,* the employee must:

   - be a member of staff nominated and sponsored by the *client,* working the minimum of 30 hours per week; and

   - be resident outside their *country of domicile;* and

   - be notified to *Cigna* before becoming, or within the first month that they become, resident outside their *country of domicile.* If the *client* does not tell *Cigna* within this period, *Cigna* may decline cover, or provide cover subject to satisfactory evidence of health; and

   - be covered by the Cigna International Employee Healthcare Plan.

   If the employee (or their *dependent* if applicable) refuses membership when it is first offered and they later decide to join the *plan, Cigna* may require the *employee* or *dependent* to undertake a dental examination at their expense. The results of the examination will determine whether *Cigna* accepts the application.

3. *Benefits* - *Cigna* will refund reasonable costs for a *patient's treatment* and for services related to *treatment worldwide* which are shown in the *list of benefits.*

   The limits in the *list of benefits* depending on the *plan* selected will be applied in pounds Sterling/US dollars or Euros. The *benefits* will be paid in the appropriate currency requested.

   The *benefits* that a *patient* can receive relating to the cost of one course of *treatment* or to the cumulative cost of more than one course, as appropriate, cannot be more than the *benefit* limits that were in the *list of benefits* when *treatment* was given. *Cigna* will not pay for the proportion of any *treatment* which is over the *benefit* limits in the *list of benefits.* In respect of any expenses for which the *employee* or *dependent* has been or can be reimbursed from any other insurance or source, *Cigna* will apply the normal principles of equitable contribution and indemnity and reserves the right of subrogation to recover such expenses from any source.

Treatment is deemed to begin on the date of initial consultation.

If emergency dental *treatment* is needed because of *dental injury*, *Cigna* will refund costs up to the limit shown in the *list of benefits* incurred for dental procedures and services not otherwise covered under this *plan*. However, *Cigna* will only be responsible for costs relating to *treatment* of a *dental injury*, up to the limit shown in the *list of benefits*.

In all cases refund of costs is also subject to:

any limits shown in the *list of benefits* as to the number of times *benefit* is payable for a particular procedure or service;

any maximum benefit limits stated in the *list of benefits*;

the exclusions set out in these *policy* terms;

- Any form of orthodontic *treatment* is excluded

4. Emergency evacuation - When a *dentist* named by the *medical assistance service*, after speaking with a local attending *dentist*, decides in his professional opinion that there is a *dental emergency* involving serious *dental injury* and that the *patient* needs to be moved to a different *hospital* or dental surgery for *treatment*, the *medical assistance service* will arrange for the transport of the *patient* to the nearest *hospital* or dental surgery offering the necessary *treatment*, under proper supervision.

   Benefit will also be payable for the reasonable cost of travel (transport only) for any individual who, because of medical necessity, has to accompany with the *patient*.

   In addition, *benefit* will be payable for travel for the return journey (economy class) of the *patient* and the person who, because of medical necessity had to accompany the *patient* after receipt of appropriate *treatment*.

5. Claims procedure -

   Claims and requests for direct payment need to be addressed to the region-specific contact centers as specified to each plan member.

   Cigna may ask for a medical report from the *medical practitioner* who has carried out the *treatment*, if they need more information. *Cigna* may also require the *patient* to have an independent medical examination. *Cigna* will pay for both the medical report and independent medical examination.

Claims must be submitted within 12 months from the date of treatment. Claims submitted outside this timeframe will not be reimbursed.

Cigna may ask for a dental report from the *dentist* who has carried out the *treatment*, if they need more information. *Cigna* may also require the *patient* to have an independent dental examination. *Cigna* will pay for both the dental report and the independent dental examination.

6. When does cover end?

a Cover under the *plan* will end immediately for the *employee* and their *dependents* in the following situations:

- if the *employee* dies. The *client* may agree to continue cover for their *dependents* up to the next *annual renewal date* when their cover will end; or
- if the *employee* stops working for the *client*; or
- if the *client* stops paying premiums for the *employee* and their *dependents* (if any); or
- when the *policy* of the *client* terminates at the expiry of the period shown in the *policy schedule*.

b Cover will end for the *dependent:*

- if he or she dies; or
- when he or she ceases to be a *dependent*;

Cover will end at the next *annual renewal date*. If an *employee* gets divorced or the unmarried partners no longer live together or a civil partnership is dissolved, the spouse or unmarried or civil partner will no longer be considered as a *dependent* for the purposes of this *policy*. Cover for the *spouse* ends as soon as the final decree/final dissolution order has been granted.

c Prior to the termination of the *policy* at the expiry of the period shown in the *policy schedule*, cover will end immediately for all *employees* and *dependents*,

- after the number of *employees* first falls below 2; or

- after *Cigna* gives the *client* at least 28 days' notice that the *policy* is to end; or

- if the *client* does not pay the premiums owed under the *policy* within the *days of grace.*

d Cover will end for a specific *employee* or his *dependent*(s) when the *employee* or *dependent* returns to live in his *country of domicile* for more than 3 months.

7. Information for administration - The *client* must give *Cigna* all the written information that *Cigna* reasonably requires to work out the premium and pay any *benefit* provided under the *plan.* Billing for the *plan* will be processed on the exact memberships held by *Cigna*, therefore, *Cigna* must be advised of any membership changes in the month in which the change occurs.

8. Membership - Throughout the period of this *policy*, the *client* will notify *Cigna* of all and any changes in the membership of the *plan* in the same month in which the change occurs. However, *Cigna* may commence or terminate cover retrospectively for *employees* and *dependents* for a period not exceeding 2 months from the date when the *client* advises *Cigna* in writing.

In respect of cover and billing for *employees* or *dependents* (where applicable) who are joining or leaving the *plan*, *Cigna* will apply the following format:

Additions -any *employee* or *dependent* (where applicable) who joins the *plan* during the first 15 days of a contract month, will be covered from the date of joining but will be billed for the entire month.

Any *employee* or *dependent* (where applicable) who joins the *plan* during the last 15 days of a contract month, will be covered from the date of joining but will not be billed for that month whereupon billing will commence at the beginning of the following month.

Terminations -any *employee* or *dependent* (where applicable) who leaves the *plan* during the first 15 days of a contract month, will be covered up to the date of leaving but will not be billed for that month.

Any *employee* or *dependent* (where applicable) who leaves the *plan* during the last 15 days of a contract month, will be covered up to the date of leaving but will be billed for the entire month.