

# Medical Policy

## INTRODUCTION

The extent of coverage under the Policy is determined by reading this Policy together with the most recent Benefits Schedule issued to or in respect of the Policyholder or Insured Person. It is important to note that any Benefit mentioned in the Policy, but which is not shown on the Benefits Schedule is not covered for the Insured Person(s) to whom the Benefits Schedule relates. Please examine the Policy and the Benefits Schedule(s) carefully to make sure that the required protection has been provided.

The information provided to the Company by the Policyholder or any Insured Person(s) on or in connection with the Application Form is the basis of this contract and is deemed to be incorporated herein.

In this Policy, where the context admits, words imputing the masculine gender shall include the feminine gender and words imputing the singular number shall include the plural number and vice versa.

## DEFINITIONS AND SPECIFIC CONDITIONS

The following Definitions and Specific Conditions apply to the Policy, and have the same meaning wherever they are used in the Policy, Benefits Schedule(s) or Endorsements.

### Accident

means an unintended event occurring at a fixed place and time, and caused wholly and exclusively by violent, external and visible means.

### AIDS/HIV Coverage

where specifically stated on the Benefits Schedule means treatment of Human Immunodeficiency Virus ("HIV") related illnesses including Acquired Immune Deficiency Syndrome ("AIDS"), AIDS Related Complex and/or any mutation, derivation, or variation thereof which occurs during the Period of Insurance of this Policy or any subsequent renewal of this Policy and manifests itself at any time after five (5) years of continuous coverage with the Company from the first Effective Date of this Policy.

### Area of Cover

the geographical area as listed on the Benefits Schedule and for which the appropriate premium has been paid, otherwise world-wide.

### Co-insurance

means the portion of Covered Charges the Company will pay, usually expressed as a percentage, after application of any Deductible.

### Complementary Medicine

where specifically stated on the Benefits Schedule means:-

- a) consultation services provided by a physiotherapist, chiropractor, acupuncturist and bonesetter, and
- b) consultation services and medication provided by an osteopath, homoeopath, or chinese medicine practitioner, who is fully trained, legally qualified, registered and licensed to practice in the country in which the treatment is received and is not provided by a person related to the Policyholder or any Insured Person by blood, marriage or adoption.

### Complications of Pregnancy

Complications of Pregnancy are conditions whose diagnoses are distinct from pregnancy but are adversely affected or caused by pregnancy, such as: acute nephritis, nephrosis, cardiac

decompensation, missed abortion, and similar medical and surgical conditions of comparable severity. They include ectopic pregnancy which is ended, spontaneous ending of pregnancy at a time when a viable birth is not possible, puerperal infection, eclampsia, and toxemia. They do not include complications or Illness from IVF induced pregnancy, caesarean section, false labor, occasional spotting, Physician prescribed rest during pregnancy, morning sickness, and similar conditions associated with the management of a difficult pregnancy but which are not medically distinct conditions.

### Confinement

means a continuous period of not less than 18 hours as a registered bed patient in a Hospital.

### Congenital Condition

means a physical or mental abnormality existing at time of birth or manifesting itself within six months of birth.

### Cosmetic Surgery

means cutting, thermal destruction, or chemical treatment of tissue performed to reshape normal structures of the body.

### Covered Charge

means an expense for a Medically Necessary service.

### Custodial or Maintenance Care

means care provided mainly for personal needs, comfort or convenience that could be provided by persons without specialized medical training or skills. It also means care furnished mainly to maintain, rather than improve a physical or mental function, or to provide a protected environment.

### Date of Service

means the date on which a medical service is rendered or the first day of a Confinement, whichever is earlier.

### Deductible

means an amount as may be stipulated in the "Benefits Schedule" which shall be deducted from any Covered Charges.

### Dependant

means the Insured's spouse and each unmarried child of the Insured who is chiefly dependant on the Insured for support and maintenance. The term "child" includes a stepchild, or an adopted child.

**Disability**

means an Illness or Injury, and any symptoms, sequelae, or complications thereof. In the case of Injury, it means all injuries arising from the same event or series of contiguous events.

**Due Date**

means the date of commencement or renewal of coverage as shown on the Policy or the date on which any subsequent instalment of premium falls due.

**Effective Date**

means the date specified as the date on which the Period of Insurance commences in this Policy.

**Eligible Persons**

are those meeting the requirements set forth in the General Condition governing Eligibility.

**Emergency**

means a sudden change in a person's health which requires urgent medical or surgical intervention to avoid permanent damage to life or health.

**Employment Class**

is defined as follows:

**Class I Very Light Occupational Hazards:** Professional and administrative duties and neither superintending nor engaging in manual labor, that is, persons generally engaged in professional, administrative, managerial and clerical positions.

**Class II Light Occupational Hazards:** Superintending but not engaging in manual labor, engaging in wholesale or retail trade, or involvement in frequent travelling in connection with professional or business purposes.

**Class III Medium Occupational Hazards:** Engaging in some light manual work but not the use of equipment or machinery, such as persons generally engaged in skilled trades such as plumbing, light carpentry, dry cleaning, and food service.

**Class IV and above:** all other hazardous occupations.

**Home Country**

means the country of which the Insured Person holds a passport. Where the Insured Person holds more than one passport the Home Country will be taken to mean the country whose passport number is listed on the application form. For a dependant child holding more than one passport, the Home Country will be taken to mean the Home Country of the Insured parent who proposed the policy or, in the case the proposer is a corporation, the parent who is the employee of the Policyholder (if both parents are employees, the highest ranking of the two shall prevail).

**Hospice/Palliative Treatment**

means the services, where specifically mentioned in the Benefits Schedule and prescribed by the attending Physician, of an institution duly constituted and registered to provide a centralized program of palliative and supportive services to dying persons in the form of physical, psychological, social and spiritual care.

**Hospital**

means an establishment duly constituted and registered as a facility for the care and treatment of sick and injured persons as paying bed patients and which

- i) has full facilities for diagnosis and surgical procedures,
- ii) provides 24 hour a day nursing services by registered graduate nurses,
- iii) is supervised by a staff of Physicians, and
- iv) is not primarily a clinic, a nursing, rest, or convalescent home, a home for the aged, or a place for alcoholics or drug addicts.

**Hospital Room**

for the purpose of this policy, and where indicated on the Benefits Schedule, hospital accommodation levels are defined as below. Where

a hospital has more than one type of room in an accommodation level, reimbursement will be based on the type of room within that accommodation level of which the hospital has the greatest number:

**Private** – A class of room having one patient bed per room.

**Semi-private** – A class of room having two patient beds per room, whether both beds are occupied or not.

**Ward** – A class of room having three or more patient beds per room, whether all beds are occupied or not.

**Intensive Care Unit** – A class of room dedicated to the constant, close monitoring of the vital body functions of critically ill patients, which provides a high ratio of nursing staff to patients, and which has full facilities for the resuscitation of patients. This definition also includes a Coronary Care Unit which has facilities not less comprehensive than those described above.

**Illness**

means a physical condition marked by a pathological deviation from the normal healthy state.

**Injury**

means physical damage arising wholly and exclusively from an Accident.

**Insured**

for an individual policy means the Policyholder. If the Policyholder is a corporation, partnership, or other organization, it means all employees, partners, or members meeting the eligibility requirements set forth by the Policyholder in the proposal form.

**Insured Person**

means an Eligible Person who has completed or whose name is included on an Application Form for the Policy and in respect of whom commencement of coverage has been confirmed in writing by the Company or its authorized agents.

**Medically Necessary**

means possessing an identifiable relationship to either a covered Disability or symptom(s) suggestive of a Disability which if existing would be covered under the Policy. For therapeutic services, the patient must have an Illness or Injury and the service must be required to prevent permanent damage to life or health. For diagnostic services, the patient must have active symptomatology of unknown etiology and suggestive of an Illness or Injury, and the services must be necessary to determine whether therapeutic services are required.

**Medicines and Drugs**

are those for which a Physician's prescription is required for purchase, which have been prescribed by a Physician for treatment of a covered Disability, and which have been dispensed by a Physician's office or by a licensed pharmacist.

**Mental and Nervous Condition**

means a psychiatric, psychological, affective, mental, or behavioral disorder, irrespective of whether a physiologic cause is known or suspected. It includes any condition listed in the Diagnostic and Statistical Manual of Mental Disorders, 4th ed. (DSM-IV) published by the American Psychiatric Association.

**North America and the Caribbean**

means Canada, Mexico, United States (including its territories and possessions), Anguilla, Antigua & Barbuda, Aruba, Bahamas, Belize, Bermuda, Bonaire, Cayman Islands, Costa Rica, Cuba, Curacao, Dominica, Dominican Republic, El Salvador, Grenada, Guadeloupe, Guatemala, Haiti, Honduras, Jamaica, Martinique, Nicaragua, Panama, Puerto Rico, St. Lucia, St. Vincent, Trinidad & Tobago, Venezuela, and the Virgin Islands.

**Organ Transplantation**

means the cost of operations and all related treatments and testing involved with the transplantation of organs from a human donor. The Policy does not cover the costs of acquisition of the

organ or expenses incurred by the donor except for direct costs of surgery to remove such organ for transplantation but not to exceed 30% of the total treatment costs. Transplantation costs may only be claimed under this section of the Policy when the Benefit is included on the Benefits Schedule. No other type of Benefit under this Policy provides coverage in connection with Organ Transplantation.

#### **Parental Accommodation**

means costs for an added bed in the same room for a Parent or Legal Guardian staying with an Insured Person who is under 12 years of age and is admitted as an inpatient in a Hospital for treatment of a covered Disability.

#### **Physician**

means a properly qualified medical practitioner other than a relative of any Insured Person by blood or marriage, who is licensed by the competent medical authorities of the country in which treatment is provided, and who in rendering such treatment is practicing within the scope of his or her licensing and training.

#### **Policy Year**

means the time between 12:00 a.m. on the first day of the Period of Insurance shown on the Policy (or renewal endorsement if any) and 11:59pm on the last day of the Period of Insurance. All times are calculated according to standard time at the Usual Country of Residence of the Policyholder (primary place of business if a corporation.)

#### **Post Hospitalization Benefits**

where specifically mentioned in the Benefits Schedule shall mean medical services immediately following a covered Confinement in a Hospital which are provided by or ordered by a Physician as a direct consequence of the covered Disability which necessitated such Confinement but not services which can be safely rendered locally but for which an Insured Person has travelled abroad, nor services which can be delayed without risk of permanent damage to life or health.

#### **Pre Hospitalization Benefits**

where specifically mentioned in the Benefits Schedule shall mean medical services incurred within 30 days prior to and directly related to a covered Confinement in a Hospital which are provided by or ordered by a Physician.

#### **Preceding Policy**

means a health insurance policy covering Illness and Injury which terminates no earlier than the day prior to the Effective Date in respect of an Insured Person, and a copy of which has been provided to the Company upon application. It includes neither a travel policy which covers only Illness and/or Injury arising during the journey, nor a travel policy which is subject to limitation on the length of a journey.

#### **Pre-existing Condition**

means any Disability:

- a. which existed before the Effective Date of insurance in respect of an Insured Person, which presented signs or symptoms of which the Insured Person was aware or should reasonably have been aware, or
- b. for which treatment, or medication, or advice, or diagnosis has been sought or received during the two years prior to the commencement of the Policy by an Insured Person, or
- c. which was known by the Insured Person to exist prior to the commencement of the Policy whether or not treatment, or medication, or advice, or diagnosis was sought or received.

#### **Reasonable and Customary Charges**

means charges which do not exceed the general level of fees levied for comparable services by others of similar professional standing in the same locality, for a person of similar sex and age, and for a similar Disability, and irrespective of ability to pay or availability or adequacy of insurance.

#### **Reconstructive Surgery**

means cutting or thermal destruction of tissue performed on abnormal structures of the body, whether caused by Congenital Conditions, developmental abnormalities, trauma, infection, tumors or disease, performed to improve function or approximate a normal appearance.

#### **Surgical Schedule**

(if specified in the Benefits Schedule) means the Schedule attached to the Policy showing the percentage of the Surgeon's Fee limit up to which the Policy will pay according to the type of surgical procedure undertaken.

#### **Terrorist Act**

shall mean any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered Terrorist Acts. Terrorist Act shall also include any act, which is verified or recognized by the (relevant) government as an act of terrorism.

#### **Usual Country of Residence**

means the country in which the Insured Person works and lives for the majority of the year. For Insured Persons who travel a majority of the year, it means the country in which the Insured Person maintains his primary residence or in which the Insured Person's last fixed residence was located.

#### **Venereal Disease**

means an Illness which has been transmitted by sexual contact, or any of the following Illnesses whether sexually transmitted or not: syphilis, gonorrhoea, venereal warts including genital HPV (human papillomavirus), genital herpes, granuloma inguinale, chancroid, trichomona, pubic lice (phthirus pubis) infestation, and chlamydia.

#### **War**

shall mean war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

### **ADMINISTRATION & GENERAL CONDITIONS**

#### **Policy, Schedule, Application, and Endorsements as One Contract**

This Policy, the Applications therefor, and all Schedules and Endorsements attached thereto are the whole contract. Any change in this Policy must be approved by an authorized signatory of the Company and no change will be effective except by endorsement to this Policy. If a special meaning is attached to any word or expression in this Policy it will continue to bear such meaning throughout this contract.

#### **Eligibility**

Those who may become Insured Persons are the Insured and any Dependents. A child who has attained his or her 19th birthday (23rd birthday if a full time student) may continue his or her insurance by payment of the adult premium in effect at the time of the next premium anniversary. No person shall be included for coverage under this Policy who has not yet attained the age of 15 days or who has reached the age of 66 years. Insured Persons of all nationalities and their Dependents are eligible for insurance other than new born children and citizens of the USA or Canada whose Usual Country of Residence is the USA or Canada. Applicants who are not eligible may not be enrolled in the Policy. No coverage is in force until confirmed by the issuance of a Policy or endorsement by the Company.

## **Additions**

A child born to an Insured Person will become an Eligible Person 16 days after date of birth or sixteen days after discharge in a normal healthy condition from the Hospital where birth took place, whichever is the later. After the Company is notified of the event by the Policyholder, such child shall automatically be covered in respect of benefits only for Disabilities which commence subsequent to the 16th day after birth until the next Policy Renewal date. The level of benefits for the child shall be the same as for the parents. If the parents are insured for different levels of benefits, then the level of benefits for the child shall be the lower of the two. No premium will be charged for the remainder of the policy year in which the child is born provided birth occurs after the 6th month of the 1st Policy Year. Coverage for the child upon renewal of the Policy (if renewed) shall be subject to premium. For such a child, coverage for special care or treatment of Congenital Conditions, birth anomalies, or premature birth is not included. Any other Eligible Person will become an Insured Person when the Company accepts the Insured's written request in accordance with its then current underwriting rules and once the additional premium is duly paid.

## **Take-over Policies**

If an Insured Person shall have been covered by a Preceding Policy and that Insured Person shall have been afflicted with a Disability at the time this Policy commenced (and for which benefits would have been available to him under the Preceding Policy had it remained in force) such Insured Person shall continue to be covered for the existing Disability under the provisions of this Policy, but not to exceed the limits which would have been obtainable to him under the provisions of the Preceding Policy or the provisions of this Policy, whichever shall be the lesser, provided the Company has been notified of said Disability in writing upon application.

## **Waiting Period for Maternity and Complications of Pregnancy**

Where maternity benefits and Complications of Pregnancy benefits are specifically provided for on the Benefits Schedule of a policy and two or more Insured Persons are covered under the same plan, coverage for pregnancy shall be limited to pregnancy which begins not less than 90 days after the Effective Date. Where maternity benefits and Complications of Pregnancy benefits are specifically provided for on the Benefits Schedule of a policy and only one Insured Person is covered under the plan, coverage for pregnancy shall be limited to pregnancy which begins not less than 12 months after the Effective Date. If an Insured Person was covered by a Preceding Policy which included benefits for maternity and for which any qualifying period had been satisfied prior to the Effective Date and the Company has agreed to a Take-over Policy, eligibility for maternity benefits and Complications of Pregnancy benefits shall be limited to pregnancy which begins not earlier than the Effective Date in respect of the Insured Person.

## **Cancellation and Short Period Rates**

The Policyholder may cancel this Policy at any time by notifying the Company of such intent in the form of a registered letter addressed to the Company's administrative office or head office. Provided that no claims have been paid or are payable under said Policy he shall be entitled to a refund of premium, less the amount due the Company, computed at the following table of Short-Period rates for the period prior to cancellation:

For period not exceeding one month: 20% of annual premium  
For each succeeding month: 10% of annual premium  
For period exceeding 8 months: FULL annual premium

## **Termination of Benefits**

The benefits under this Policy shall terminate at such time as the benefits endorsed on the Benefits Schedule shall have been exhausted or at midnight on the last day of this Policy provided that if an Insured Person be confined in a Hospital for a covered Disability at the time of such termination then the time of termination shall be extended to the time he no longer requires Confinement for said Disability or the time his benefits for said Disability shall have been exhausted, whichever shall occur first.

## **Successor Insured**

If the Insured dies, the Insured's spouse, if then an Insured Person, will become the Insured.

## **Commencement and Renewal**

The Period of Insurance is stated in the Policy or renewal endorsements (if any). The Policy may be renewed thereafter by mutual agreement. Premium must be paid to the Company before the insurance is in force.

## **Change of Residence**

As a condition precedent to liability under the Policy, the Company must be informed immediately in writing of any change in the Insured Person's Usual Country of Residence. A change in the Usual Country of Residence shall be deemed to mean the Insured Person's ceasing to maintain a residence in his current Usual Country of Residence, or establishing or intending to establish a residence in another country for a period in excess of three consecutive months. The Company must be informed of the location of any Dependents whose Usual Country of Residence is different from that declared for the Insured in the Application Form, and The Company reserves the right to decline to cover such Dependents under the Policy. The Company reserves the right to decline to offer renewal to any member whose Usual Country of Residence has changed during the policy year.

## **Reasonable Precautions and Material Changes**

The Insured Person shall take all reasonable precautions to prevent and minimize any Accident, Injury, Illness or expense and the Company must be informed immediately in writing of any material information or change of circumstances whether relating to job occupation, avocation, sporting activity or otherwise which may increase the possibility or likely magnitude of a claim under the Policy. The Company shall have the right to continue coverage on terms and conditions it considers appropriate to such changes in material information or circumstances or to decline to continue coverage under the Policy. No claim arising from or related to such change shall be met until and unless the Company has been advised of such change, and has agreed to continue coverage.

## **Notification of Claim**

All claims must be submitted to the Company within ninety (90) days of the Date of Service. Failure to give proof within such time will not affect any claim if it was not reasonably possible to give proof within such time but in no case more than 365 days after the Date of Service. All certificates, information and evidence required by the Company shall be furnished in English at the expense of the Insured. An Insured Person shall, at the request and expense of the Company, submit to a medical examination whenever such is deemed necessary. In addition the Company shall have the right to require a post mortem, where this is not forbidden by law.

## **Proof of Claim**

Original documentation and receipts together with a fully completed Claim Form signed by the treating Physician must be submitted to the Company within the time limits defined above. Photocopies are not acceptable. The Company shall provide the Insured with its usual forms for filing proof of claim. Upon receipt of notice of claim, the Company shall provide any additional forms as needed. If such forms are not provided within thirty (30) days after receipt of such notice, the claimant need only submit, in the time fixed in the Policy for filing proof of claim, written proof as to the nature and extent of the claim. Claims are not deemed complete and eligible benefits are not payable unless all bills, certificates, information, and evidence as may reasonably be required by the Company in respect of such claims have been submitted and agreed upon by the Company. Only actual costs incurred shall be considered for reimbursement.

## **Payment of Benefits**

If an Insured Person incurs Covered Charges during the Period of Insurance, the Company will pay a benefit in accordance with the Benefits Schedule. In Benefits Schedules providing for deductible or coinsurance amounts, the Company will pay Covered Charges in excess of any stipulated deductible, multiplied by any coinsurance

percentage that may apply. Benefits are payable to the Policyholder or to the Estate of the Policyholder. The Company may at its sole discretion pay benefits to an Insured Person or provider of services unless the Policyholder requests otherwise in writing. The Company may appoint independent administrators to settle claims on its behalf. All benefit payments shall be by United States Dollar check.

### **Right of Recovery**

In the event authorization of payment and/or payment is made by the Company for a claim which is not covered under this Policy or when the limit of liability of this insurance is exceeded, the Company reserves the right to recover the said sum or excess from the Policyholder/Insured Person.

### **Other Insurance and Third Party Liability**

All persons insured by any other medical or accident insurance policy shall inform the Company of and provide the Company with a copy of the Policy including the Benefit Schedules. In the event of Injury involving the actions or negligence of a third party, the Policyholder, Insured, and all Insured Persons shall use their best endeavors to claim from such third party for the full amount of the loss. The Company shall not pay any claim involving a third party or third party insurer until all reasonable steps have been taken to obtain reimbursement. No Policyholder, Insured, or Insured Person shall negotiate, settle, compromise, release, or otherwise discharge any claim against such a party without the Company's express written consent. The Company has full rights of subrogation and may take proceedings in the Insured Person's name, but at the Company's expense, to recover for the Company's benefit the amount of any payment made under the Policy including but not limited to the cost of such proceedings.

### **Cooperation**

As a condition precedent to the Company's liability the Insured Person or his/her representatives shall cooperate fully with the Company and its medical advisers and must fully and faithfully disclose all material facts and matters of which he is aware and will upon request execute any document to empower the Company to obtain relevant information, at the Insured Person's expense, from any doctor or Hospital or other source.

### **Conditions Precedent to any Liability**

Any liability of the Company to the Insured shall be wholly dependent upon:

- i) The Company being furnished with all the required statements and declarations to be provided by the Insured or Insured Person (parent or duly appointed guardian if the Insured Person is a minor) on an Application or enrolment form provided by the Company and the complete truth of all such statements and declarations.
- ii) The complete truth of all statements and declarations made in respect to any claim made against the Company by the Policyholder, Insured, or any Insured Person under the provisions of this Policy.
- iii) The due observance and fulfilment of the terms, conditions, and provisions of this Policy and Endorsements to it insofar as they relate to anything to be done or complied with by the Policyholder, Insured, or any Insured Person.

### **Legal Proceedings**

The law of Hong Kong SAR shall govern and control in the event of any conflict or dispute between the parties with regard to the Policy, and the parties submit themselves to the exclusive venue and jurisdiction of the courts of Hong Kong SAR for the resolution of any such conflict or dispute.

### **Arbitration and Abandoned Claims**

Any difference arising between an Insured Person and the Company shall be referred to an arbitrator to be appointed by the parties to the dispute. If the parties are unable to agree on a single arbitrator, two arbitrators shall be appointed (one by each party). In the event of further disagreement, the matter shall be referred to an umpire who shall have been appointed in writing by the two arbitrators at the outset. If the differences between the parties require medical

knowledge (including any questions regarding the appropriate maximum indemnity for any medical service or an operation not listed in the schedule of surgical fees) the arbitrators at the discretion of the Company may be registered medical practitioners and the umpire in such an instance, shall be a consultant Specialist, Surgeon, or Physician. Determination of an award shall be a condition precedent to any liability or right of action against the Company. Should the Company disclaim liability on a claim to the Insured, and should such claim not have been referred to arbitrators (under provisions herein contained) within twelve (12) calendar months from the date of such disclaimer, then the claim shall for all purposes be considered to be abandoned and shall not be recoverable thereafter.

### **Absolute Ownership**

The Company shall unless otherwise expressly provided by endorsement on this Policy be entitled to treat the Policyholder as the absolute owner of this Policy and shall not be bound to recognize any equitable or other claim to or interest in this Policy. The receipt of the Policyholder (or of the Policyholder's legal personal representative) alone shall be an effectual discharge.

### **Premium subject to change**

Premiums for each Period of Insurance are based on the age of each Insured Person on the first day of the Period of Insurance, the table of rates then in effect, and other factors which may materially affect the risks insured. The Company has the right to change the table of rates on a class basis for all similar policies on this same form.

### **Grace Period**

A grace period of 30 days shall be allowed on all premium payments after the first. During the days of grace the Policy will remain in force.

### **Conditionally renewable**

The Company may refuse to continue this Policy as of the end of any Period of Insurance, or offer renewal subject to such new or additional terms as it may deem appropriate.

### **Alterations and Non-Waiver**

No alterations in the terms of this Policy, its attachments or endorsements shall be considered valid unless these are signed or initialled by an officer or authorized representative of the Company.

### **In the Event of Fraud**

If any claim shall in any respect be false or fraudulent or if fraudulent means or devices are used by the Insured Person or anyone acting on the Insured Person's behalf to obtain benefit hereunder, then the Policy shall be cancelled immediately and all benefit and premium forfeited.

## **EXCLUSIONS**

The following treatments, items, conditions, activities and their related, associated or consequential expenses are excluded from the Policy and the Company shall not be liable for:

1. Pre-Existing Conditions or any related, associated or consequential Disabilities, unless disclosed to and accepted in writing by the Company.
2. Care or treatment for which payment is not required or to the extent which is payable by any other insurance or indemnity covering the Policyholder, Insured, or Insured Person including legislation or insurance coverage relating to occupational death, Injury, Illness or disease.
3. Routine medical examinations or check-ups, examinations for employment or travel, routine eye or ear examinations, vitamins, nutritional supplements, vaccinations, medical certificates, hearing

- aids, chelation therapy, hydro colon therapy, counselling, custodial or maintenance care, rest cures, and services or treatment at home or while a bed patient at any facility that is not a Hospital.
4. Dental work, cosmetic surgery, and Reconstructive Surgery except for charges for the prompt repair of an Injury. In the case of Injury to teeth, the teeth repaired must have been sound and natural. In each case of an Injury, the Injury must occur while the person is an Insured Person.
  5. Tests or treatment related to fertility, complications or Illness from IVF induced pregnancy, impotence or erectile dysfunction, contraception, sterilization, birth defects, Congenital Conditions, or any abortion performed due to psychological or social reasons, and consequences thereof.
  6. Pregnancy or childbirth including pre-natal and post-natal care, except where Maternity Benefits are stated on the Benefits Schedule as being covered by the Policy.
  7. Prostheses, corrective devices, medical appliances except for standard surgical implants. Treatment that is either not part of Western (allopathic) medicine, except where Complementary Medicine Benefits are stated on the Benefits Schedule as being covered by the Policy, or which is not medically necessary, or complications or disabilities consequential thereupon.
  8. All costs relating to human organ or tissue transplant from a donor to a recipient and all expenses directly or indirectly related to Organ Transplantation (including conditions requiring or likely to require transplantation and status-post transplantation) except as provided by the Organ Transplantation Benefit when this benefit is stated on the Benefits Schedule as being covered by the Policy.
  9. Test or treatment of psychiatric, psychological, mental or nervous disorders, and any physiological or psychosomatic causes or manifestations thereof, self-inflicted Injury, suicide or attempted suicide, deliberate exposure to exceptional danger except in an effort to save human life, excessive consumption of alcohol or narcotics or similar drugs or agents, sleep disorders, learning difficulties, behavioral or developmental disorders, Venereal Disease.
  10. Any treatment or test in connection with Human Immunodeficiency Virus (HIV) related Illness including Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) and/or any mutation, derivation, or variation thereof except when AIDS/HIV Benefits are stated on the Benefits Schedule as being covered by the Policy.
  11. Experimental or pioneering medical and surgery techniques except with the Company's prior approval in writing.
  12. Services which are not recommended and prescribed by the Insured Person's attending Physician except for a Second Opinion prior to surgery and continuity of fees from a referring Physician after the date on which an Insured Person has been referred to another Physician or Specialist.
  13. Refractive defects of the eye, such as nearsightedness and astigmatism, spectacles, monocles or contact lenses.
  14. Injury or Illness as a result of duties of employment or profession in Employment Class III or IV, participation in any professional sport, or aviation or aeronautics other than as a fare paying passenger on a duly licensed commercial aircraft unless disclosed to and accepted by the Company.
  15. Injury or Illness while serving as a member of a police or military unit of any country or international authority, or War, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power, or the intentional use of military force to intercept, prevent, or mitigate any known or suspected Terrorist Act, or any illegal act including resultant imprisonment. Any medical services rendered an Insured Person while he is confined in a prison, jail, any other correctional facility including halfway houses or similar facilities, or any mental institution. Exposure to ionizing radiation or radioactive contamination of any kind.
  16. Hospital inpatient treatment for convalescence, rehabilitation, supervision or conditions which in the opinion of the Company's Medical Adviser can be properly treated as an outpatient.
  17. Transportation costs in respect of trips made specifically for the purpose of obtaining medical treatment unless in the course of an approved Emergency Medical Evacuation, and all Emergency Medical Evacuation costs not approved in advance by the Company or its appointed 24-hour Emergency Medical Assistance Center.
  18. Charges, or portions of charges, which are not Reasonable and Customary Charges. Costs arising under any legislation which seeks to increase the cost of medical treatment and services actually received above charge levels which would be considered Reasonable and Customary in the absence of such legislation.
  19. Any costs incurred outside of the Policy Year or for any period for which the appropriate premium has not been paid.

# International SOS® Service Programme

## Member Benefits Summary

### 1) LIMITS OF INDEMNITY

The Limit of Indemnity for any User during any one event shall be as follows:

- a) Emergency Medical Evacuation – Fully Covered
- b) Emergency Medical Repatriation – Fully Covered
- c) Repatriation of Mortal Remains – US\$7,500
- d) Compassionate Visit – One Economy Class Return Airfare
- e) Return of Minor Children – Economy Class One Way Airfares

### 2) SCOPE OF SERVICES

SOS shall maintain verified and updated information regarding service providers at all times. SOS shall review and update regularly its information regarding names, addresses, specialties, office hours and language proficiency. SOS shall instruct its agents to report newly obtained relevant information promptly upon its receipt, including information about the quality of services provided, new listings and updates of addresses and telephone numbers. In response to inquiries, Users will be provided with the latest updated information on service providers and their services.

SOS shall make available multi-lingual Operations Coordinators speaking Cantonese and English for the Users by telephone at its fully-manned Alarm Centre in Hong Kong 24 hours a day, 7 days a week.

When SOS has the information immediately available, SOS shall provide the Services, as appropriate, to the User while the User is on the telephone. In all other cases, SOS will provide the information to the User by the quickest possible means.

SOS shall, subject to the terms and conditions as defined hereunder, provide the following Services to a User calling SOS:

#### a) Medical Assistance

- i) **Telephone Medical Advice**  
SOS will arrange for the provision of medical advice to the User over the telephone.
- ii) **Medical Service Provider Referral**  
SOS shall provide to the User, upon request, the name, address, telephone number and, if available, office hours of physicians, hospitals, clinics, dentists and dental clinics (collectively, "Medical Service Providers"). SOS shall not be responsible for providing medical diagnosis or treatment. Although SOS shall make such referrals, it cannot guarantee the quality of the Medical Service Providers and the final selection of a Medical Service Provider shall be the decision of the User. SOS, however, will exercise care and diligence in selecting the Medical Service Providers.
- iii) **Monitoring of Medical Condition During Hospitalisation**  
SOS will monitor the User's medical condition during hospitalisation, and will keep the member's family or employer informed, subject to any and all obligations in respect of confidentiality and relevant authorisation.
- iv) **Delivery of Essential Medicine**  
SOS will arrange to deliver to the User essential medicine, drugs or medical equipment when such medicine, drugs, medical equipment or local equivalent are not available at the User's location. The delivery of such medical commodities or medical equipment will be subject to the laws and regulations applicable locally for the importation or delivery of such products. SOS will not pay for the costs

of such drugs, medicine or medical equipment and any delivery costs thereof.

- v) **Arrangement of Hospital Deposits Guarantee (up to a limit of US\$2,500 per User per event)**  
SOS will guarantee on behalf of the User any required hospital admittance on behalf of a User up to US\$2,500. The User will be required to repay any sum advanced within 45 days (without interest). SOS will require valid credit authorisation prior to advancement of funds for such admission, as appropriate. All handling fees and related expenses will be borne by the User.
- vi) **Arrangement and Payment of Compassionate Visit**  
SOS will arrange and pay for one economy class return airfare for a relative or a friend of the User to join the User who, when travelling alone, is hospitalised outside the Home Country or Usual Country of Residence for a period in excess of 7 consecutive days, subject to SOS' prior approval and only when judged necessary by SOS on medical and compassionate grounds.
- vii) **Arrangement and Payment of Return of Minor Children**  
SOS will arrange and pay for economy class one-way airfares for the return of minor children (aged 18 years old and below or dependant children up to age 21 if in full time education) to the Home Country or Usual Country of Residence if he/she is left unattended as a result of the accompanying User's illness, accident or Emergency Medical Evacuation. Escort will be provided, when required, at no charge.
- viii) **Arrangement and Payment of Emergency Medical Evacuation**  
SOS will arrange for the air and/or surface transportation and communication for moving the User when in a Serious Medical Condition to the nearest hospital where appropriate medical care is available. SOS shall pay for the medically necessary expenses of such transportation and communications and all usual and customary ancillary charges incurred in such services arranged by SOS.  
  
SOS retains the absolute right to decide whether the User's medical condition is sufficiently serious to warrant Emergency Medical Evacuation. SOS further reserves the right to decide the place to which the User shall be evacuated and the means or method by which such evacuation will be carried out having regard to all the assessed facts and circumstances of which SOS is aware at the relevant time.
- ix) **Arrangement and Payment of Emergency Medical Repatriation**  
Intl.SOS will arrange for the return of the User to the Home Country or Usual Country of Residence by air and/or surface transportation following an Emergency Medical Evacuation where the User is evacuated to a place outside the Home Country or Usual Country of Residence for in-

hospital treatment. Intl.SOS shall pay for the expenses necessarily and unavoidably incurred in the services so arranged by Intl.SOS. In the event when medical evacuation is not activated, Intl.SOS retains the absolute right to solely decide whether the User's medical condition is sufficiently serious to warrant direct medical repatriation. In making such arrangements, Intl.SOS may consider all relevant circumstances including, but not limited to the User's medical condition and the User's fitness to travel.

SOS will arrange for the return of the User to the Home Country or Usual Country of Residence by air and/or surface transportation following an Emergency Medical Evacuation where the User is evacuated to a place outside the Home Country or Usual Country of Residence for in-hospital treatment. SOS shall pay for the expenses necessarily and unavoidably incurred in the services so arranged by SOS.

SOS reserves the right to decide the means or method by which such repatriation will be carried out having regard to all the assessed facts and circumstances of which SOS is aware at the relevant time.

SOS will arrange for transporting the User's mortal remains from the place of death to the Home Country or Usual Country of Residence and pay for all expenses reasonably and unavoidably incurred in the air and/or surface transportation so arranged by SOS or alternatively pay the cost of burial at the place of death as approved by SOS.

The above Service (item v) is charged on a case by case basis. SOS shall not be responsible for any third party expenses which shall be solely the User's responsibility.

#### **b) Travel Assistance**

##### **i) Interpreter Referral**

SOS will provide the names, telephone numbers and, if possible and requested, hours of opening of interpreters' office in foreign countries.

Although SOS shall make such referrals, it cannot guarantee the quality of the service provider and the final selection of a service provider shall be the decision of the User. SOS, however, will exercise care and diligence in selecting the service providers.

##### **ii) Legal Referral**

SOS will provide the Users with the name, address, telephone numbers, if requested by the User and if available, office hours for referred lawyers and legal practitioners. SOS will not give any legal advice to the User.

Although SOS shall make such referrals, it cannot guarantee the quality of the service provider and the final selection of a service provider shall be the decision of the User. SOS, however, will exercise care and diligence in selecting the service providers.

The above Services [items (i) & (ii)] are purely on referral or arrangement basis. SOS shall not be responsible for any third party expenses which shall be solely the User's responsibility

#### **c) Claims Assistance**

##### **Information on Claims Procedure**

Upon the request of the User, SOS shall assist to inform the User on how and when to file a claim.

### **3) EXCEPTIONS**

The following treatment, items, conditions, activities and their related or consequential expenses are excluded unless SOS has given its prior written approval and the Subscriber has paid the appropriate fees:

- (1) Any expenses incurred as a result of a Pre-existing Condition.
- (2) More than one emergency evacuation and/or repatriation for

any single medical condition of a User during the term of the insurance policy, subject to a maximum of one year.

- (3) Any cost or expense not expressly covered by the program and not approved in advance and in writing by SOS and/or not arranged by SOS. This exception shall not apply to Emergency Medical Evacuation from remote or primitive areas when SOS cannot be contacted in advance and delay might reasonably be expected in loss of life or harm to the User.
- (4) Any event occurring in the territory of his/her Home Country when the User is within 100 miles of his/her place of residence in his/her Home Country.
- (5) Any expenses for Users who are travelling outside their home country or Usual Country of Residence contrary to the advice of a medical practitioner, or for the purpose of obtaining medical treatment or for rest and recuperation following any prior accident, illness or Pre-existing Condition.
- (6) Any expenses for medical evacuation or repatriation if the User is not suffering from a Serious Medical Condition, and/or in the opinion of the SOS physician, the User can be adequately treated locally, or treatment can be reasonably delayed until the User returns to his/her home country or usual country of residence.
- (7) Any expenses for medical evacuation or repatriation where the User, in the opinion of the SOS physician, can travel as an ordinary passenger without a medical escort.
- (8) Any treatment or expense related to childbirth, miscarriage or pregnancy. This exception shall not apply to any abnormal pregnancy or vital complication of pregnancy which endangers the life of the mother and/or unborn child during the first twenty-four (24) weeks of pregnancy.
- (9) Any expenses related to accident or injury occurring while the User is engaged in caving, mountaineering or rock climbing necessitating the use of guides or ropes, potholing, skydiving, parachuting, bungee-jumping, ballooning, hang gliding, deep sea diving utilizing hard helmet with air hose attachments, martial arts, rallying, racing of any kind other than on foot, and any organized sports undertaken on a professional or sponsored basis.
- (10) Any expenses incurred for emotional, mental or psychiatric illness.
- (11) Any expenses incurred as a result of a self-inflicted injury, suicide, drug addiction or abuse, alcohol abuse, sexually transmitted diseases.
- (12) Any expenses incurred as a result of Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition or disease.
- (13) Any expenses related to the User engaging in any form of aerial flight except as a passenger on a scheduled airline flight or licensed charter aircraft over an established route.
- (14) Any expenses related to the User engaging in the commission of, or the attempt to commit, an unlawful act.
- (15) Any expenses related to treatment performed or ordered by a non-registered practitioner not in accordance with the standard medical practice as defined in the country of treatment.
- (16) Any expenses incurred as a result of the User engaging in active service in the armed forces or police of any nation; active participation in war (whether declared or not), invasion, act of foreign enemy, hostilities, civil war, rebellion, riot, revolution or insurrection.
- (17) Any expenses, regardless of any contributory cause(s), involving the use of or release or the threat thereof of any nuclear weapon or device or chemical or biological agent, including but not limited to expenses in any way caused or contributed to by an Act of Terrorism or war.
- (18) Any expenses incurred for or as a result of any activity required from or on a ship or oil-rig platform, or at a similar off-shore location.
- (19) Any expenses in respect of the User more than 70 years old at the date of intervention.
- (20) Any expenses which is a direct result of nuclear reaction or radiation.

*NOTE: The SOS services mentioned herein are provided by International SOS. In accepting such services, the User expressly agrees to abide by the Terms and Conditions of the International SOS Service Program.*