

POLICY PROVISIONS

AMERICAN EXPRESS MEDICAL PROTECTOR



Please read this policy carefully upon receipt and promptly request for any necessary amendments.

This policy together with the enclosed *schedule* and any endorsements and attachments subsequently issued should be read as if they are one document and form the contract between you and us, and no variations shall be admitted except those acknowledged in writing by us. The enrolment form and declaration which you completed and provided to us, either verbal (if recorded by us or by our appointed authorized agent) or written are the basis of this contract.

We agree with you, in consideration of the payment of the premium and in reliance upon the statements, warranties or declarations and subject to the terms and conditions of this policy and the attached *schedule* to pay the benefits defined to any *insured person(s)* who sustain(s) *disability* or incurs charges within the scope of coverage provided hereinafter as a result of *accidental bodily injury* or *sickness*. The benefits payable by us to an *insured person* as a result of any *sickness* or *accidental bodily injury* will be limited to the coverage provided by this contract at the time the first charge is incurred or loss is suffered for which a benefit is payable under this contract for such *injury* or *sickness*.

We will insure the *insured person(s)* under those sections shown in the *schedule* during any *period of insurance* for which we have accepted your premium, provided that all of the terms and conditions of this policy are complied with. This policy is an annual medical insurance policy which will be renewed subject to subsequent premium payments and our acceptance. You are responsible for the annual premium of any policy year when there is a claim made or service used.

Should you change any information given on your enrolment form, please keep us informed immediately as the changes may affect the *insured person's* insurance cover.

This policy is a legal document and should be kept in a safe place.

PART 1 – DEFINITIONS

Certain words in this policy have specific meanings. These meanings are given below. To help you identify these words in this policy, we have printed them in italics throughout. Words embodying the masculine gender shall include the feminine gender, and words indicating the singular case shall include the plural and vice-versa.

"Accident/Accidental" Any *injury* resulting solely and directly from an unforeseen and an unexpected event of violent, *accidental*, external and visible nature and does not include *sickness* or *disease* or any naturally occurring condition or degenerative process.

"Age/Aged" Age at last birthday.

"Alcohol Dependence Syndrome" A mental or physical state which has been either directly or indirectly caused by or is in any way related to the ingestion of alcoholic drinks and which manifests itself in symptoms which include a compulsion to take alcohol on either a continuous or periodic basis.

"Anaesthetist" A registered medical practitioner other than you, the *insured person* or immediate family member, legally registered under the Specialist Register of Anaesthesiology of the Medical Council of Hong Kong or the equivalent.

"Annual Limit" The aggregate sum of benefits for which the *insured person* is covered under this policy during the twelve (12) months commencing from the first date the *insured person* is enrolled in a benefit plan under this policy or, if the *insured person* was registered as of the commencement date of this policy, during the twelve (12) months period measured from the policy effective date, *upgrade effective date*, or last reinstatement date of this policy, whichever is later.

"Annual Renewal Date" Each twelve (12) months from the policy effective date or any anniversary thereafter at which time renewal will be offered on the terms, conditions and rates as notified by us at the annual renewal date.

"Asia" Hong Kong, Macau, China, Taiwan, Philippines, Korea, Mongolia, Singapore, Malaysia, Brunei, Thailand, Indonesia, Vietnam, Burma, Laos, Nepal, Bhutan, Pakistan, India, Bangladesh, Sri Lanka and Maldives.

"Benign Brain Tumour" Life threatening, non-cancerous tumour in the brain as confirmed by a neurologist or neurosurgeon. This includes intracranial tumours causing damage to the brain. Tumours must be deemed to require neurosurgical excision, or if inoperable cause permanent neurological impairment.

"Cancer" The diagnosis of a malignant tumour characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissue. The cancer must be confirmed by histological evidence of malignancy by a qualified oncologist or pathologist. Cancer includes: leukaemia, malignant lymphoma, Hodgkin's Disease, malignant bone marrow disorders & metastatic skin cancer. The following are excluded:

- (i) "Carcinoma in situ", cervical dysplasia, cervix cancer CIN-1, CIN-2 & CIN-3, and all pre-malignant conditions or non-invasive cancers;
- (ii) Early prostate cancer TNM classification T1 (including T1a and T1b) or equivalent classification;
- (iii) Melanomas of the skin of Stage 1A (<=1mm, level II or III, no ulceration), according to the new AJCC classification of 2002;
- (iv) Hyperkeratoses, basal cell and squamous skin cancers; and
- (v) All tumours in the presence of HIV infection.

"Child" Any person who is from the age of fifteen (15) days to nineteen (19) years and is an unmarried person, or up to the age of twenty-three (23) years for those who are registered as and are full time students at a recognized educational institution and is financially solely dependent.

"Chronic Liver Disease" End stage liver disease or cirrhosis which means chronic end-stage liver failure that causes at least one of the following:

- (i) Uncontrollable ascites;
- (ii) Permanent jaundice;
- (iii) Oesophageal or gastric varices; or

(iv) Hepatic encephalopathy.

Liver disease secondary to alcohol or drug abuse is excluded.

"Civil War" An internecine war or a war carried on between or among opposing citizens of the same country or nation.

"Congenital Conditions" Medical abnormalities existing at the time of birth, as well as neo-natal physical abnormalities developing before the *insured person* attains the age of twelve (12).

"Deductible" The portion of costs for which the *insured person* is liable. We shall pay the hospitalization and surgical benefits of a covered *disability* after deducting the deductible as specified in the *schedule*. The deductible is on per *disability* basis, we shall only start paying the medical expenses when it exceeds the specified deductible.

In case the *insured person* has made a claim reimbursement from other policy(ies) for a covered *disability*, the deductible will be reduced by the paid amount of the other policy(ies) and we are liable to pay the unpaid balance of such eligible covered charge of the same *disability* after the applied deductible.

"Disability/Disabilities" A bodily *injury* or *sickness*. All bodily *injuries* sustained in any one *accident* shall be considered one disability. All *sickness* or *disease* existing simultaneously which are due to the same or related causes including any and all complications therefrom shall be considered as one disability as well. If a disability is due to causes which are the same or related to the causes of a prior disability including complications arising therefrom, the disability shall be considered a continuation of the prior disability and not a separate disability except that after ninety (90) days or after five (5) years in case of any kind of *cancers* following the latest discharge from *hospital* or the last consultation or the latest date receiving medical *treatment* or prescribed drugs and no further *treatment* for the said disability is required, any subsequent disability from the same cause shall be considered a separate disability.

"Elective Overseas Treatment" Non-emergency *hospital* / surgical overseas *treatment* planned for in advance.

"Eligible Expenses" Those *medically necessary* expenses and incurred in respect of a covered *disability* for which the entire *treatment* is rendered by a registered *medical practitioner*.

"Emergency" An event or a situation that *treatment* is needed immediately in order to prevent death or permanent impairment of an *insured person's* health.

"Heart Attack" The first occurrence of heart attack or myocardial infarction which means the death of a portion of the heart muscle, as a result of an acute interruption of blood supply to the myocardium. The diagnosis must be based on a history of typical chest pain, new electrocardiography changes proving infarction, and significant elevation of cardiac enzymes. Angina is specifically excluded.

"Hong Kong" The Hong Kong Special Administrative Region of the People's Republic of China.

"Hospital" An institution which

- (i) is licensed in accordance with the applicable laws of the jurisdiction in which it is located,
- (ii) is primarily engaged in providing, for compensation from its patients, diagnostic, medical and surgical facilities for the

care and *treatment* of injured or sick person,

(iii) has staff of one or more physician available at all times,

(iv) has 24 hour-a-day nursing service by registered graduate nurses under the permanent supervision of the physician in charge,

(v) maintains in-patient facilities, and

(vi) maintains a daily medical record for each of its patients which is accessible to the medical director of our company.

Hospital does not include any institution which is primarily a clinic, a nature care clinic, a health hydro, a rest or convalescent facility, a place for custodial care, a facility for the aged or alcoholics or drug addicts or for *treatment* of mental disorders, or a nursing home, or similar establishment.

"Hospital Confinement/Confinement/Confine" The *insured person* is admitted to a *hospital* as a result of *injury* or *sickness* and requires *medically necessary treatment* for a minimum period of sixteen (16) hours upon the recommendation of a registered *medical practitioner* and continuously stays in the *hospital* prior to his/her discharge from the *hospital*. *Hospital* confinement will be evidenced by a daily room and board charge by the *hospital* except when such confinement is in connection with an actual surgical operation which does not require residence in a *hospital* as an *in-patient*.

"Immediate Family Member" Your or the *insured person's* spouse, parent, parent-in-law, grandparent, son or daughter, brother or sister, grandchild, or legal guardian.

"Injury/Injuries" Bodily damage to the *insured person* caused solely by an *accident* and independently of all other causes.

"In-patient" A patient in a *hospital* who occupies a bed over-night and for a minimum period of sixteen (16) consecutive hours.

"Insured person" The name listed under the "Insured Name" in the *schedule* who is being insured under this policy.

"Intensive Care Unit" A part of a *hospital* which is staffed and equipped to provide care for critically ill patients requiring specialized or intensive care not normally provided within such *hospital* and for which a daily extra charge is made.

"Kidney Failure" End stage kidney disease presenting as chronic irreversible failure of both kidneys to function. This must be evidenced by the undergoing of regular renal dialysis or undergoing a renal transplant.

"Major Organ Transplant" The actual undergoing of a transplant of any of the below organs as a recipient or the inclusion on an official organ transplant waiting list for any of the below organs:

- (i) One of the following whole human organs: heart, lung, liver, kidney or pancreas; or
- (ii) Human bone marrow using haematopoietic stem cells preceded by total bone marrow ablation.

The transplant must be *medically necessary* and based on objective confirmation of organ failure. All other stem cell transplants are excluded.

"Maternity" Any cause or condition arising out of or during any one pregnancy, childbirth or miscarriage or any complication arising therefrom.

"Medically Necessary" The necessity to have a *treatment* or medical service of the *disability* involved which are widely accepted professionally in *Hong Kong* as effective, appropriate and essential based upon recognized standards of the health care specialty involved and which are:

- (i) consistent with the diagnosis and customary medical *treatment* for the condition; and
- (ii) in accordance with standards of good and prudent medical practice; and
- (iii) not for the comfort or convenience of *you*, the *insured person*, or any person who cares for him or her or any person who is an insurance agent, business partner(s) or employer/employee of the *insured person* or a family member or a relative of the *insured person* or any medical professional(s); and
- (iv) performed at a *reasonable and customary charge* on *treatment* of a covered *disability*; and
- (v) sufficient to safely and adequately treat the *insured person's disability* and are performed in the least costly setting required for *treatment* of a covered *disability*; and
- (vi) not solely because the *insured person* is an *in-patient* on any day on which the *insured person's disability* could safely and adequately be treated while not confined; and
- (vii) not solely for health screening or body check-up; and
- (viii) for the avoidance of doubt,
 - (a) experimental, screening test and preventive services or supplies; and
 - (b) those services rendered by a provider that do not require the technical skills of such a provider are not considered as *medically necessary*.

"Medical Practitioner/Doctor/Surgeon" A registered medical practitioner or a surgeon under Medical Registration Ordinance, Chapter 161, Laws of *Hong Kong*, other than *you*, the *insured person*, or *immediate family member*, or should a claim and *treatment* occur out of *Hong Kong*, it shall mean a person other than *you*, the *insured person*, or *immediate family member*, who is qualified by degree in western medicine, legally authorized in the geographical area of his/her practice to render medical and surgical services.

"Out-patient" An *insured person* who receives medical services and medicines in connection with *treatment* for a covered *disability* given in the clinic or office of a registered *medical practitioner*, out-patient department or *emergency treatment room* of a *hospital*.

"Period of Insurance" The period of time as stated in the *schedule*

during which this policy is effective and we have accepted your premium.

"Physiotherapist" A qualified physiotherapist other than *you*, the *insured person*, or *immediate family member*, legally registered or licensed under the law of the territory in which *treatment* is received, and is deemed to be a *specialist* only for services provided as a result of a referral from a registered *medical practitioner*.

"Policy Anniversary" The anniversary of the effective date as stated in the *schedule*.

"Pre-existing Condition" Any *injury, sickness* or condition and/or directly related conditions for which the *insured person* showed symptoms or has received medical consultation, diagnosis, *treatment* or advice or took prescribed drugs or medicine for a period of time of which the *insured person* was aware of or could reasonably be expected to be aware of prior to the policy effective date or the date of reinstatement or *upgrade effective date*, whichever is later, unless such conditions have been fully disclosed on the application form and accepted by us in writing and the policy document does not expressly exclude *treatment* relating to such pre-existing condition.

"Qualified Nurse" A qualified nurse other than *you*, the *insured person*, or *immediate family member*, legally authorized by the government of the geographical area of his/her practice to render nursing services.

"Reasonable and Customary Charges" In relation to a fee, a charge or an expense, means any fee or expense which

- (i) is charged for *treatment*, supplies or medical services that are *medically necessary* and in accordance with standards of good medical practice for the care of an injured or ill person under the care, supervision or order of a registered *medical practitioner*;
- (ii) does not exceed the usual level of charges for similar *treatment*, supplies or medical services in the locality where the expense is incurred; and
- (iii) does not include charges that would not have been made if no insurance existed. We reserve the right to determine whether any particular *hospital/medical charge* is a reasonable and customary charge with reference including but not limited to any relevant publication or information made available, such as schedule of fees, by the government, relevant authorities and recognized medical association in the locality. We also reserve the right to adjust any or all benefits payable in relation to any *hospital/medical charges* which is not a reasonable and customary charge based on the above mentioned reference.

"Schedule" The schedule attached to and incorporated in this policy of insurance.

"Serious Bodily Injury" An *injury* which requires *treatment* by a *medical practitioner* and which results in the *insured person* and is being certified by that *medical practitioner* as being unfit to travel or continue with the *insured person's* original travel arrangement.

"Sickness/Disease" A physical condition marked by a pathological deviation from the normal healthy state during the *period of insurance*.

"Specialist" A registered *medical practitioner* other than you, the *insured person* or *immediate family member*, legally registered in the Specialist Register of the Medical Council of Hong Kong. Should a claim and *treatment* occur out of Hong Kong, it shall mean a person other than you, the *insured person*, or *immediate family member*, duly qualified and registered to practise specialist care according to the equivalent specialty laws in the country in which the claim arises.

"Surgical Fees" The fees payable to *surgeon(s)* as provided for in the policy for the operations performed in respect of a covered *disability* including his/her fees for one (1) pre-surgical assessment consultation within thirty (30) days before operation and up to a maximum of three (3) normal post-surgical care *treatments* within forty-five (45) days after completion of operation. Surgical Fees shall include the *reasonable and customary charges* of the *surgeon's* fees, *anaesthetist's* fee and operating theatre fee.

"Terrorism" An act of terrorism includes any act, preparation or threat of action of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto committed for political, religious, ideological, or similar purposes, including the intention to influence any government de jure or de facto of any nation or any political division thereof and/or to intimidate the public or any section of the public of any nation and which

- (i) involves violence against one or more persons; or
- (ii) involves damage to property; or
- (iii) endangers life other than that of the person committing the action; or
- (iv) creates a risk to the health or safety of the public or a section of the public; or
- (v) is designed to interfere with or disrupt an electronic system.

"Treatment" Surgical or medical procedures undertaken by the registered *medical practitioner*, the sole purpose of which is the cure or relief of *injury, sickness* or *disease*.

"Upgrade" An increase in the level of benefit and/or plan level.

"Upgrade Effective Date" 00:00 Hong Kong Time on the date we agree to provide an *upgrade* of your policy and such date is shown on your policy *schedule* or endorsement issued by us, recording that *upgrade*.

"Usual Country of Residence" The country in which the *insured person* works or lives for the majority of the year. For *insured persons* who travel for a majority of the year, it means the country in which the *insured person* maintains his/her primary residence or in which the *insured person's* last fixed residence was located, and will not consecutively stay in country other

than the usual country of residence over one hundred and twenty (120) days.

"Waiting Period" Thirty (30) days from the effective date of this policy, or the *upgrade effective date*, or the effective date of any endorsement or extension of cover which is subsequently added (applicable to the extension only), or last reinstatement date, whichever is later. During such period, no benefit will be payable for any *sickness, disease* or condition sustained by the *insured person* with the signs or symptoms first manifested or occurred within such waiting period. For the avoidance of doubt, waiting period is not applicable to *accidental injury*.

"War" A contest by force between two or more nations, carried on for any purpose; or armed conflict of sovereign powers; or declared or undeclared and open hostilities; or the state of nations among whom there is

- (i) an interruption of peaceful relations and
- (ii) a general contention by force, both authorized by the sovereign.

"We/Us/Our" Zurich Insurance Company Limited.

"You/Your/Yours" The Insured shown in the *schedule* who is the owner of this policy.

PART 2 – BENEFITS TABLE

Plans and sections contained hereunder are only applicable if it is shown as being operative in the *schedule*.

For claims concerning *hospital confinement*, the benefits payable as shown in the following Benefits Table are subject to the selected room type:

(1) Private	Standard Plan: 30% of the eligible benefits as shown in Benefits Table
	Premier Plan: 50% of the eligible benefits as shown in Benefits Table
(2) Semi-private	100% of the eligible benefits as shown in Benefits Table (for both Standard and Premier Plans)
(3) Ward	100% of the eligible benefits as shown in Benefits Table (for both Standard and Premier Plans)

No benefit shall be payable for any *insured person* confines in a Suite, VIP or Deluxe Private Room or equivalent or any room charge that is higher than a private room type of charges. In case of dispute, we shall have the sole discretion in determining the classification of any room for the purpose of determining the amount of benefits payable. For the purpose of our determination, we will take into account the room type classification as adopted by the *hospital* where the *insured person* was *confined*.

Coverage	Maximum benefits per <i>insured person</i> per policy year (HK\$)	
	Asia / Worldwide Standard Plan	Asia / Worldwide Premier Plan
<i>Annual Limit</i>	2,000,000	5,000,000
Section 1 – Room and Board		
1.1 Room, Board and General Nursing Charges	100% of the actual expenses	100% of the actual expenses
1.2 Room, Board and General Nursing for <i>Intensive Care Unit</i>		
1.3 Accompanying Bed Benefit (Parent Accommodation)		
Section 2 – Surgical Cover		
2.1 In-hospital <i>Doctor's</i> Call Fees	100% of the actual expenses	100% of the actual expenses
2.2 In-hospital <i>Specialist</i> Consultation Fees		
2.3 <i>Hospital</i> Special Services Charges		
2.4 Surgical Charges (including <i>Anaesthetist's</i> Fee and Operating Theatre Charges)		
2.5 Out-patient Surgery		
Section 3 – Other Medical Treatment		
3.1 Oncology	80% of the actual expenses up to maximum 200,000	90% of the actual expenses up to maximum 300,000
3.2 Dialysis	80% of the actual expenses up to maximum 200,000	90% of the actual expenses up to maximum 300,000
3.3 Organ Transplant	80% of the actual expenses	90% of the actual expenses
3.4 Prosthetic Devices	80% of the actual expenses up to maximum 30,000 per item	80% of the actual expenses up to maximum 50,000 per item
3.5 AIDS / HIV <i>Treatment</i>	80% of the actual expenses up to maximum 80,000	90% of the actual expenses up to maximum 120,000
3.6 <i>Accidental</i> Dental <i>Treatment</i>	80% of the actual expenses	90% of the actual expenses
3.7 Local Ambulance	100% of the actual expenses	100% of the actual expenses
Section 4 – Post-surgery Cover		
4.1 Post-surgery Out-patient Benefit	100% of the actual expenses up to maximum 2,000 per <i>disability</i>	100% of the actual expenses up to maximum 2,500 per <i>disability</i>
4.2 Home Nursing Fees	100% of the actual expenses up to maximum 30 days per <i>disability</i>	100% of the actual expenses up to maximum 60 days per <i>disability</i>
4.3 Post-surgery <i>Specialist</i> Treatment due to Critical Illness	80% of the actual expenses up to maximum 100,000 per <i>disability</i>	90% of the actual expenses up to maximum 120,000 per <i>disability</i>
Section 5 – Voluntary <i>Deductible</i>		
5.1 Voluntary <i>Deductible</i>	As stated in the <i>schedule</i> if applicable	

PART 3 – BENEFITS

If the *insured person* is confined in a hospital on the recommendation of an attending registered medical practitioner due to *disability* occurring during the *period of insurance*, upon receipt of proof acceptable to us and subject to the terms and conditions of this policy, we will pay the benefits shown as insured in the *schedule* to the *insured person* or; in the event of the *insured person's*

death, to the *insured person's* estate. The benefits payable will be in accordance with the maximum benefit as shown under the plan selected in Part 2 - Benefits Table. In no event shall the aggregate benefits payable per policy year exceed the *annual limit* as stated under the plan selected in Part 2 – Benefits Table.

Under this policy, *hospital* room and board levels for *confinement* are defined as follow:

- | | |
|------------------|--|
| (1) Private | A class of room having one patient bed per room (excluding Suite, VIP and Deluxe Private Room or equivalent) |
| (2) Semi-private | A class of room having one, two or more patient beds per room |
| (3) Ward | A class of room having three or more patient beds per room |

If the *hospital confinement* is under Semi-private room or Ward, the reimbursement of all *eligible expenses* will be up to one hundred percent (100%) as shown in Part 2 – Benefits Table.

The reimbursement of all *eligible expenses* will be reduced to thirty percent (30%) and fifty percent (50%) for Private room under Standard Plan and Premier Plan respectively.

No benefit shall be payable for any *insured person* confines in a Suite, VIP or Deluxe Private Room or equivalent or any room charge that is higher than a private room type of charges.

In case of dispute, we shall have the sole discretion in determining the classification of any room for the purpose of determining the amount of benefits payable. For the purpose of our determination, we will take into account the room type classification as adopted by the *hospital* where the *insured person* was *confined*.

SECTION 1 – ROOM AND BOARD

1.1 Room, Board and General Nursing Charges

Room and board benefit shall be paid when, upon recommendation by a registered *medical practitioner*, an *insured person* is *confined* and registered as a bed patient in a *hospital* for the *treatment* of a *disability* and incurs charges therefor. The amount of the benefit shall be the actual charges for accommodation, meals and general nursing services provided by the *hospital* during the *insured person's confinement*; but in no event shall the benefit under this clause exceed for any one (1) day the rate of room and board benefit or the Maximum Benefit as set forth under the plan selected in Part 2 - Benefits Table.

No benefit will be payable in respect of any day in which the *insured person* has taken any leave from the *hospital*.

1.2 Room, Board and General Nursing for *Intensive Care Unit*

Benefits are payable for the actual *hospital* charges incurred as a result of the *insured person* being accommodated in an *intensive care unit* recommended by the registered *medical practitioner* in charge but payment shall in no event exceed the limits of this section or the Maximum Benefit as set forth under the plan selected in Part 2 - Benefits Table. Payments made under this provision shall be in lieu of any room and board benefits for such *treatment*.

1.3 Accompanying Bed Benefit (Parent Accommodation)

If the *insured person* is a *child* under sixteen (16) years old and benefits are payable under Section 1.1 - Room, Board and General Nursing Charges, we shall pay the actual charges of

one (1) extra bed for one of the *insured person's* parents for the purpose of accompanying the *child* in the *hospital*.

Payment shall in no event exceed the limits of this section or the Maximum Benefit as set forth under the plan selected in Part 2 - Benefits Table.

SECTION 2 – SURGICAL COVER

2.1 In-hospital *Doctor's* Call Fees

If an *insured person* is *confined* in a *hospital*, we will pay an amount equal to the charges made by the attending *medical practitioner* for such visit, *treatment* or consultation during such *confinement* but in no event shall the benefit payable exceed for any one (1) day the rate of *medical practitioner's* fee, the limits of this section or the Maximum Benefit as set forth under the plan selected in Part 2 - Benefits Table.

The coverage provided under this Section 2.1 does not cover charges for:

- (1) more than one (1) *treatment* visit or consultation during any one twenty-four (24) hour period, surgical or nursing service, pregnancy or resulting childbirth or miscarriage;
- (2) medical services in connection with a *disability* during which a surgical procedure is performed; and
- (3) any *treatment* by physiotherapy or any medical check-up by X-ray examination or any other means for purely diagnostic purposes.

2.2 In-hospital *Specialist* Consultation Fees

A benefit shall be paid in an amount equal to the actual charges made by a *specialist* (not related to any surgical operation) to whom the *insured person* has been referred by the attending registered *medical practitioner* in writing during *hospital confinement* but in no event shall exceed the limits of this section or the Maximum Benefit as set forth under the plan selected in Part 2 - Benefits Table.

2.3 *Hospital* Special Services Charges

A benefit equal to the amount actually charged by the *hospital* for any of the following services rendered during such *hospital confinement* and which are the normal, proper and customarily supplied by the *hospital* shall be paid; but in no event shall the benefits payable under this Section 2.3 exceed the limits or the Maximum Benefit as set forth under the plan selected in Part 2 - Benefits Table:

- (1) drugs and medicines prescribed by the attending qualified *medical practitioner* and consumed in the *hospital*;
- (2) dressings, ordinary splints and plaster casts but excluding special braces, appliances and equipment;
- (3) pathology, laboratory and x-ray examinations;
- (4) intravenous injections and solutions;

- (5) electro-cardiograms and physical therapy;
- (6) basal metabolism tests;
- (7) administration of blood and blood plasma, but not the cost of blood or blood plasma;
- (8) anaesthesia and oxygen and their administration; and
- (9) Magnetic Resonance Image (MRI) and ultrasound.

Benefit shall be paid for investigation by MRI or ultrasound for diagnostic purpose which is *medically necessary* and recommended by the attending *medical practitioner* during the *confinement* in a *hospital*. Should any recommended MRI or ultrasound be performed in an out-patient setting, such request with *medical practitioner's* referral and medical report should be sent to us for approval before the investigation takes place. Any non pre-approved MRI or ultrasound will be regarded as non-eligible expense and not covered under this policy.

2.4 Surgical Charges (including Anaesthetist's Fee and Operating Theatre Charges)

Benefit will be paid if an operation or procedure on the *insured person* is performed by a registered *medical practitioner*, who is a *surgeon*. Payment shall be equal to the *reasonable and customary charges* of *surgical fees* actually charged for surgical operation(s) including operating theatre fee and anaesthetic charges (other than the *surgeon* or registered *medical practitioner* who operates on the *insured person*) provided that the maximum benefit payable for all surgical operations performed in respect of any *disability* shall be not exceed the limit of this section or the Maximum Benefit as set forth under the plan selected in Part 2 - Benefits Table.

If more than two (2) surgical operations are performed through a single incision, only the surgical operation with the highest *surgical fees* will be reimbursed.

Under this section, we extend to cover any procurement or use of special braces, appliances, equipment, including but not limited to balloon or stent used for angioplasty with a sub-limit of HK\$100,000 and HK\$150,000 per policy year for Standard Plan and Premier Plan respectively.

2.5 Out-patient Surgery

If the *insured person* shall require surgery for a covered *disability* by a registered *medical practitioner* or *surgeon* in the out-patient department of a *hospital* or a registered clinic, we shall pay the actual charges for the full procedure including operating theatre, anaesthetic charges, oxygen and equipments subject to the limit of this section or the Maximum Benefits set forth under the plan selected in Part 2 - Benefits Table.

SECTION 3 – OTHER MEDICAL TREATMENT

3.1 Oncology

We shall reimburse the actual charges incurred for *treatment* of *cancer* chemotherapy and radiotherapy in a *hospital* or clinic, and is further extended to cover target therapy up to a sub-limit of HK\$100,000 and HK\$150,000 for Standard and Premier

plans respectively and is inclusive in the Maximum Benefit shown in Part 2 – Benefits Table, performed for one or more malignant tumors as recommended in writing by the attending registered *medical practitioner* of the *insured person*. Benefit payable is subject to the maximum amount as specified in this section under the plan selected in Part 2 - Benefits Table. All chemotherapy, radiotherapy treatments and/or target therapy for the same cause of *cancer* shall be regarded as one and same malignant tumor. All follow-up consultations and/or *treatments* not concerning such chemotherapy, radiotherapy and/or target therapy treatments will not be covered. Payment of this benefit shall be in lieu of all other benefits provided by this policy in respect of such *confinement* and *treatment*.

Once the aggregate amount paid exceeding the Maximum Benefit shown in Part 2 – Benefits Table for all malignant tumors in any one policy year, or the aggregate amount paid exceeding the Maximum Benefit shown in Part 2 – Benefits Table for all malignant tumors in accumulated policy years, whichever first occurs, this Section 3.1 shall automatically be ceased under this policy except that where after five (5) years following the latest medical *treatment* or consultation of such malignant tumors, and provided that no *treatment* is received during the five (5) years, this Section 3.1 will reactivate on the first (1) day of the policy effective date of the following policy year and any subsequent malignant tumors from the same cause or any other *cancer* shall be considered a separate malignant tumor thereafter.

3.2 Dialysis

We shall pay if the *insured person* has been discharged from *hospital* suffering from chronic and irreversible *kidney failure* and haemodialysis or peritoneal dialysis is recommended by the attending *medical practitioner*. The amount payable under this benefit equals to the amount actually charged as either *in-patient* or *out-patient* for such regular haemodialysis or peritoneal dialysis is subject to the plan selected in Part 2 – Benefits Table but shall not exceed the Maximum Benefit of this section.

3.3 Organ Transplant

The entire costs incurred to treat and/or to perform an organ transplant including all *hospital* services, surgery, *medical practitioner's* fee and follow-up expense while the *insured person* admitted in the *hospital* will be paid under this benefit. Benefits shall be paid for the actual costs of transplant of heart, kidney, liver, lung, bone marrow and pancreas but no other organ transplantation is covered. This benefit is subject to the Maximum Benefit per *disability* as listed under the plan selected in Part 2 - Benefits Table. Organ transplant benefit does not cover any costs incurred by the donor(s) nor the costs of organ(s).

3.4 Prosthetic Devices

Prosthetic devices are the medical aids or an external artificial body part which is designed to form a permanent part of the *insured person's* body or medical material or appliance implanted during surgery or used in replacement procedures, which is required to perform the surgery. Benefit is payable per item and in aggregate for all policy years and is subject to the maximum amount as stated under the plan selected in Part 2 - Benefits Table. If the maximum amount is not paid out in any one policy year, the remaining balance will be carried forward to the following policy year(s). In no event shall the maximum amount

payable for any one item and in aggregate for all policy years exceed the Maximum Benefit as shown in Part 2 - Benefits Table.

Prosthetic devices that are covered in this section are:

- (1) Lens for cornea of the eye
- (2) Blood vessel valves for valve replacement
- (3) Metallic or artificial joints for joint replacement
- (4) Prosthetic ligaments for replacement or implantation between bones
- (5) Prosthetic intervertebral disc
- (6) Artificial limb
- (7) Artificial eye

3.5 AIDS / HIV Treatment

We shall reimburse the charges incurred for *medically necessary treatment* of the *insured person* during such *hospital confinement* for any HIV infection related illness including Acquired Immune Deficiency Syndrome (AIDS). This benefit is only payable if the signs or symptoms of such *sickness* first occur after the policy has been effective for five (5) consecutive policy years. This benefit is only payable once and is subject to the maximum amount shown under the plan selected in Part 2 - Benefits Table. Payment of this benefit shall be in lieu of all other benefits provided by this policy in respect of such *hospital confinement* and *treatment*.

3.6 Accidental Dental Treatment

We shall reimburse the actual charges incurred for the *treatment* of sound natural teeth that arises solely and independently from an *accident* including consultation, staunch bleeding, tooth extraction and x-ray, provided such *treatment* is taken within two (2) weeks of the *accident* and in a legally registered dental clinic or *hospital*. Notwithstanding the foregoing, this benefit shall not cover any restorative or remedial work, the use of any precious metals, orthodontic treatment of any kind, or dental surgery performed in a *hospital* unless dental surgery is the only *treatment* available to alleviate the pain. It shall not cover any *treatment* for: (i) *injury* caused by eating or drinking; (ii) damage caused by normal wear and tear; and (iii) damage caused by tooth brushing or any other oral hygiene procedure.

In no event shall the payment under this section exceed the Maximum Benefit as set forth under the plan selected in Part 2 - Benefits Table.

3.7 Local Ambulance

We shall reimburse the actual charges incurred for *emergency* use of the local road ambulance to transport the *insured person* to and from a *hospital* for *in-patient treatment* in connection with *illness* or *injury*.

SECTION 4 – POST-SURGERY COVER

4.1 Post-surgery Out-patient Benefit

We shall pay the actual charges incurred for the *insured person's* post surgery consultation and medication on an out-patient basis directly relating to and as a result of the surgical operation and which are incurred within forty-five (45) days after his/her discharge from the *hospital* following such operation and provided that the consultation is in respect of the same covered *disability* and shall not exceed the Maximum Benefit of this section as set forth under the plan selected in Part 2 - Benefits Table.

4.2 Home Nursing Fees

We will pay the actual charges made by a *qualified nurse* in respect of services given to the *insured person* at the *insured person's* usual residence (not being a nursing or convalescent home) which is required in writing by the attending *medical practitioner* immediately after the *insured person's* discharge from the *hospital*. In no event shall the payment under this clause exceed Maximum Benefit of this section as set forth under the plan selected in Part 2 - Benefits Table.

The coverage provided under this section does not apply to charges for:

- (1) a nursing service provided by more than one (1) nurse during any one twenty-four (24) hour period;
- (2) any nursing service or *treatment* by physical therapy or any medical check-up by x-ray examination or any other means which are purely for diagnostic purposes.

4.3 Post-surgery Specialist Treatment due to Critical Illness

We shall pay for the actual, *reasonable and customary charges* by the registered *specialist* for the *insured person's* post-surgery follow-up consultation and medication of the covered critical illness on an out-patient basis within one hundred and twenty (120) days following his/her discharge from the *hospital*, provided that the consultation is in respect of the same covered *disability* and shall not exceed the Maximum Benefit of this section as set forth under the plan selected in Part 2 - Benefits Table. Such *specialist treatment* must be recommended in writing by the attending registered *medical practitioner*.

Covered critical illness are:

- (1) *Benign brain tumour,*
- (2) *Chronic liver disease,*
- (3) *Heart attack, and*
- (4) *Major organ transplant.*

SECTION 5 – VOLUNTARY DEDUCTIBLE

For any *insured person* who voluntarily accepts a *deductible* amount on per *disability* claim basis made under this policy as stated in the *schedule*, we shall pay the hospitalization and surgical benefits of a covered *disability* after the *deductible* as specified in the *schedule*.

PART 4 – WORLDWIDE EMERGENCY ASSISTANCE

1. Home Nursing Care Referral Assistance (available when the *insured person* is in *Hong Kong*)

Upon the request of the *insured person*, we will arrange for a baby sitter or domestic helper to take care of the *insured person's child(ren)* or other *immediate family member* during the *insured person's* absence. A *qualified nurse* can also be sent to the *insured person's* residence to tend to the needs of any person specified by the *insured person*. The *insured person* shall bear the cost of the benefit service.

2. Telephone Medical Advice (available when the *insured person* is outside *Hong Kong*)

We shall arrange for the provision of medical advice to the *insured person* over the telephone when traveling outside *Hong Kong* to assist in stabilizing his/her medical condition. Such advice shall not be construed as a diagnosis and the *insured person* shall be referred to a *medical practitioner*, if necessary. However, we shall exercise due care and diligence in providing such advice.

3. Medical Service Provider Referral (available when the *insured person* is outside *Hong Kong*)

We shall provide to the *insured person* upon request, the name, address, telephone number and, if available, office hours of *medical practitioners, hospitals, clinics, dentists and dental clinics* worldwide (collectively, "medical service providers"). We shall not be responsible for providing medical diagnosis or *treatment*. Although we 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 *insured person*. We, however, shall exercise due care and diligence in selecting the medical service providers.

All consultation fees and related charges shall be borne entirely and directly by the *insured person* without any reimbursement from us.

4. Guarantee of Hospital Admission Deposit (available when the *insured person* is outside *Hong Kong*)

If the *insured person* is required to be hospitalized in a *hospital* approved by us whilst travelling outside *Hong Kong*, we will pay directly to the *hospital* the admission guarantee required by the *hospital*, up to a maximum of HK\$39,000.

If we have paid any amount under this item whereby it is not covered by this policy, you shall repay the amount to us.

5. Arrangement of Limousine Service (available when the *insured person* is in *Hong Kong*)

Upon the request of the *insured person*, we shall arrange and pay for limousine service for the *insured person* who is hospitalized in *Hong Kong* for a period in excess of seven (7) consecutive days. The limousine service shall be a single trip from the *hospital* to the place of residence in *Hong Kong*.

6. Emergency Medical Evacuation (available when the *insured person* is outside *Hong Kong*)

We shall arrange and pay for the actual cost of transportation, medical services and medical supplies necessarily and unavoidably incurred as a result of an *emergency* medical evacuation of the *insured person* who leaves *Hong Kong* not exceeding ninety (90) days. The timing, means and final destination of evacuation will be solely decided by Zurich Emergency Assistance and will be based entirely upon *medically necessary*.

7. Compassionate Visit (available when the *insured person* is outside *Hong Kong*)

In the event that the *insured person* suffers from *serious bodily injury* and is being *confined* in a *hospital* as a resident *in-patient* for over three (3) consecutive days outside *Hong Kong*, we will arrange and pay for one (1) economy class return airfare or any reasonable transportation means (on economy class basis) for a close relative of the *insured person* to travel from *Hong Kong* to the *insured person's* bedside. The arrangement will be solely decided by Zurich Emergency Assistance and will be based entirely upon *medically necessary*.

8. Return of Unattended Dependent (available when the *insured person* is outside *Hong Kong*)

In the event that the *insured person* suffers from *serious bodily injury* and leaving his/her *child(ren)* under the age of seventeen (17) years unattended, we will arrange and pay for an economy class airfare ticket or any reasonable transportation means (on economy class basis) to return such *child(ren)* to *Hong Kong*, if the original ticket is not valid for such return. The arrangement will be solely decided by Zurich Emergency Assistance and will be based entirely upon *medically necessary*.

In respect to Benefits 1 – 4 under this part, any hospitalization expenses or medical expenses charged to you by a third party are to be borne by you unless they are covered by this policy.

Zurich Emergency Assistance is rendered by the service provider nominated by Zurich Insurance Company Limited. Please call our 24-hour emergency hotline in *Hong Kong* at (852) 2886 3977 for assistance.

PART 5 – GENERAL EXCLUSIONS THESE APPLY TO WHOLE POLICY

This policy will not cover any claim arising directly or indirectly from:

1. any *pre-existing condition*;
2. any *treatment* or expenses incurred within the *waiting period* except those arising out of an *accidental injury*;
3. any condition resulting from abortion, *maternity*, pregnancy including but not limited to pregnancy test, pre-natal care as well as post-natal care and other complications arising from pregnancy, contraceptive or contraceptive devices, infertility or sterilization of either sex;
4. cosmetic surgery or plastic surgery for purposes of beautification except as medically necessitated by an *injury* or refractive errors of the eyes, eye tests or fitting of glasses

or surgical correction of nearsightedness such as but not limited to radial keratotomy and keratectomy, or any dental surgery of any nature whatsoever except procedure necessitated by damage to sound natural teeth as a result of an *injury* occurring during the *period of insurance*. Benefit is payable purely for *emergency* condition and to alleviate the pain including consultation, staunch bleeding, tooth extraction and x-ray provided such *treatment* is provided within two (2) weeks of the *accident* and in a legally registered dental clinic or *hospital* but in all circumstances shall not cover any restorative or remedial work, the use of any precious metals, orthodontic treatment of any kind, replacement of natural teeth, denture and prosthetic services such as bridges and crowns, their replacement and related expenses;

5. vaccination or inoculations for immunization or quarantine purposes, preventive treatments, preventive medicine, hair mineral analysis (HMA), general check-up, convalescence, custodial or rest care or sanitaria care, or expenses incurred not in accordance with the diagnosis and *treatment* of the condition for which the *confinement* is required or any *treatment* which is not *medically necessary*, or *treatment* received in any home, health hydro, nature cure clinic, sanatorium or long term care facility;
6. congenital abnormalities and condition arising out of the same or resulting therefrom, including but not limited to epilepsy, strabismus, hydrocephalus, and hernia (up to the age of eight (8) years of *insured person*);
7. medical *treatment* and surgery for anal fistulae; cholecystitis; calculi of kidney or urethra or bladder; gall bladder calculi; diabetes mellitus; gastric or duodenal ulcer; hallux valgus; hypertension; cardio vascular disease or heart disease or disorder; tuberculosis; bone tumors; malignancies of blood or bone marrow unless the *insured person* has been continuously covered by this policy for one hundred and eighty (180) consecutive days immediately preceding such surgery or *treatment*;
8. medical *treatment* and surgery for cataracts, glaucoma/retinal disorder, breast mass/tumor, endometriosis, diseased tonsils, haemorrhoids/piles, thyroid disorder, hyperthyroidism, vocal nodule, tumours/polyp/cyst/lesion/mass/lump of skin/subcutaneous or muscular tissue, pathological abnormalities of nasal septum or turbinates, sinus conditions, polyps/cyst/lesion/mass/lump/fibroid/tumour/cancer of internal organs, circumcision unless the *insured person* has been continuously covered by this policy for three hundred and sixty-five (365) consecutive days immediately preceding such surgery or *treatment*;
9. procurement or use of special braces, appliances, equipment, including but not limited to organ; prosthetic appliances, hearing aids, wheelchairs, crutches, denture, CPAP machine or any other similar equipment;
10. suicide, attempted suicide, intentional self-injury, insanity or any functional disorder or psychiatric condition of the mind,

including but not confined to psychoses, neuroses, depression of any kind, anxiety, anorexia nervosa, bulimia, schizophrenia and other behavioral disorders; or under the influence of alcohol, *alcohol dependence syndrome* or drugs otherwise than in accordance with the direction of a registered *medical practitioner*;

11. *treatment* or *disabilities* arising out of engaging in professional or hazardous sports or pastimes such as climbing, mountaineering, pot-holing, skydiving, parachuting, hang-gliding, para-sailing, water skiing, ballooning, all diving, motor cycling, hunting, aviation or aeronautics (other than as fare-paying passenger on a duly licensed commercial aircraft), ice hockey, figure skating, ice or water ski-jumping, show jumping, rugby, racing of any kind other than on foot or where the *insured person* would or could earn any remuneration from engaging in such sport or race or participating in any illegal acts;
12. air travel except as a fare-paying passenger in a properly licensed aircraft operated by a licensed commercial air carrier or engaging in naval or military or armed force or services;
13. *treatment* by any person other than a registered *medical practitioner* or by any person who ordinarily resides in the *insured person's* home;
14. services which are not recommended and prescribed by the *insured person's* attending *doctor*; or cases considered experimental or elective or carried out by a facility not recognized as a *hospital*;
15. any costs incurred by any *insured person* outside any *period of insurance* of this policy or for any *period of insurance* of this policy for which the appropriate premium has not been paid;
16. any *disabilities* for which compensation is payable under any government law or for which benefits are payable under any other insurance policies except to the extent that such claim is not reimbursed under or pursuant to such laws or other policies or any expenses that are recoverable from a third party;
17. *war*, invasion, act of foreign enemy, hostilities (whether *war* be declared or not), *civil war*, rebellion, revolution, insurrection, military or usurped power, direct participation in strike, riot or civil commotion;
18. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or from any nuclear weapons material;
19. *disease* or *sickness* arising from asbestos;
20. charges for non-medical services such as telephone, television, radio, telex, extra meal, extra bed or similar facilities;
21. venereal diseases, sexually-transmitted diseases, communicable disease requiring by law isolation or quarantine;

22. acquisition of the organ itself to be used for organ transplantation and all expenses incurred by the donor, who is someone other than the *insured person*;
23. *elective overseas treatment* for non-emergency conditions;
24. (1) any act of *terrorism* regardless of any other cause of event contributing concurrently or in any other sequence to the loss;
- (2) any action in controlling, preventing, suppressing, retaliating against or responding to any such act of *terrorism*.
- In any action, suit or other proceedings where we allege that by reason of the provisions of this condition any loss or damage is not covered by this insurance the burden of proving that such loss or damage is covered shall be upon the *insured person*.
25. *treatment* of obesity (including morbid obesity) and weight control programmes, or *treatment* of an optional nature;
26. any expense for health supplements and all specialized Chinese herbs and/or tonic medicine such as but not limited to bird's nest, lingzhi, gingseng, cordiceps sinensis, agaricus blazei murill, sika deer antler, donkey-hide gelatin, hippocampus, antelope horn powder, placenta hominis, must, and pearl powder, etc;
27. any *treatment* for Hepatitis B, C or D virus and/or liver disorders while the *insured person* is a "known" hepatitis B, C or D carrier prior to the effective date of the policy; and
28. *treatment* for learning difficulties in *child(ren)*, such as dyslexia or behavioural problems, attention deficit, hyperactivity disorder, or development problems such as shortness of stature.

PART 6 – GENERAL PROVISIONS

1. Entire Contract

This policy including the *schedule*, enrolment form, endorsements, attachments and amendments, if any, will constitute the entire contract between the parties. No agent or other person has the authority to change or waive any provision of this policy. No changes in this policy shall be valid unless approved by *our* officer and evidenced by endorsement of amendment.

2. Age Limit and Eligibility

The Insured must be a *Hong Kong* citizen or resident in *Hong Kong* holding a valid *Hong Kong* Identity Card, with a permanent address and live in *Hong Kong* as a *usual country of residence*, and *aged* between eighteen (18) to sixty-five (65) years will be eligible to apply as the Insured.

Unless specifically mentioned to the contrary, the *age* of the *insured person* must be between fifteen (15) days and sixty-five (65) years old at the effective date of this policy and this policy is renewable up to the *age* of one hundred (100) years old, and the *insured person* must be a *Hong Kong* citizen or resident in

Hong Kong holding a valid *Hong Kong* Identity Card, with a permanent address and live in *Hong Kong* as a *usual country of residence* will be eligible to application subject to individual underwriting and acceptance by us as the *insured person*.

3. Area of Cover

All benefits are applicable within its geographical limit only, and the area of cover will be shown on the policy *schedule*.

If benefits are applicable in *Asia*, it means all benefits are applicable in *Asia* countries, however, no benefits shall be paid under this policy in respect of any *insured person* who is on temporary or permanent location in countries other than *Hong Kong* except where such temporary location does not exceed ninety (90) consecutive days.

If benefits are applicable worldwide, it means all benefits are applicable in worldwide countries, however, no benefits shall be paid under this policy in respect of any *insured person* who is on temporary or permanent location in countries other than *Hong Kong* except where such temporary location does not exceed ninety (90) consecutive days.

4. Refusal or Acceptance of Application

We reserve the right to refuse any application without giving any reason or to accept the applicant for membership on any special terms which we may require.

5. Upgraded Benefits

If the medical benefits to any *insured person* under the terms of this policy are to be increased to a higher class at the time of the policy *annual renewal date*, written notice in a form prescribed by or satisfactory to us must be given by the Insured. If such *insured person* shall have been afflicted with a covered *disability* before the said written notice was received, the benefits payable in respect of such *disability* shall not exceed the limit(s) or maximum(s) of benefits applicable to that *disability* prior to the date the written notice was received by us.

6. Notice of Claims

On the happening of any event which may give rise to a claim under this policy, the Insured shall give notice with all available particulars to us as soon as possible and in any case within thirty (30) days from the date of admission to *hospital*, and failure to do so may invalidate a claim unless it can be shown that the circumstances have not been reasonably possible to give such notice. Admission of any claim will be subject to the proof as required to be provided by the Insured or the *insured person*.

7. Proof of Loss

Affirmative proof of loss, including receipts and itemized bills with the diagnosis in original, for which claim may be made together with a fully completed claim form supplied by us must be furnished by the Insured to us within thirty (30) days after termination of treatment for the disability for which the claim is being made.

We will not be liable in any event until satisfactory proof is furnished to us. Claimant will furnish such information, assistance,

documents, medical evidence and reports signed by the registered *medical practitioner* and in such form and of such nature as we may prescribe at claimant's own expense.

We shall have the right at *our* expense to examine the *insured person*, as appropriate, when and as often as it may reasonably require during the pendency of a claim under the policy, and also the right to perform an autopsy at *our* expense in case of death (where it is not forbidden by law).

8. Overseas Claims

All benefits are applicable within its geographical limit only and shall in accordance to the plan and geographical area as selected by the Insured or the *insured person*, however, no benefits shall be paid under the policy in respect of any *insured person* who is temporary or permanent staying in a country or countries other than *Hong Kong* except where such temporary stay does not exceed ninety (90) days and the medical condition or *treatment* has been incurred as the result of an *accident* or *sickness* occurring in that other country or those other countries. However, elective surgery or medical *treatment* outside *Hong Kong* is not covered under this policy unless pre-approval agreement is obtained from *us*.

We reserve the right to obtain the proof of the *insured person's* country of residence, including proof that the *insured person* has not taken up residence outside *Hong Kong*, to *our* satisfaction at the time of processing any claim or payment of any benefit under this policy.

9. Claims in Foreign Currencies

Any claim for reimbursement of expenses made by an *insured person* in any foreign currency shall be converted to *Hong Kong* dollars at the official buying rate of such currency for *Hong Kong* dollars in effect in *Hong Kong* at the time payment of such claim is paid by the patient, or if no such official rate exists, at the rate certified as appropriate by *our* bankers which shall be deemed to be final and binding.

10. Fraudulent Claims

If any claims under this policy shall be, in any respect, fraudulent; or if any fraudulent means or devices shall be used by the claimant or *insured person* or anyone acting on the *insured person's* behalf to obtain benefit under this policy; or any statement made by the claimant or *insured person* or anyone acting on the *insured person's* behalf in any statement, form or document made or prepared or completed by the claimant or *insured person* or anyone acting on the *insured person's* behalf concerning any claims is a misstatement or omission amounting to fraud, we shall not be liable in respect of such claims under any and all circumstances whatsoever and we shall be entitled to terminate forthwith the insurance under this policy. Such termination of insurance shall not be construed as a waiver of *our* right to pursue any rights or claims against the Insured and, or the *insured person* or to report the fraud to the police.

11. Medical Examination

We shall be entitled in the case of non-fatal *injury* to call for examination by a medical referee appointed by *us* whenever required and in the event of death of the *insured person* to have

a post-mortem examination at *our* expense.

12. Payment of Claims

Indemnity for death of the *insured person* is payable to the estate of the *insured person*. All other indemnities provided in this policy are payable to the *insured person* immediately after the receipt of due proof, except under Part 4 – Zurich Emergency Assistance where the benefits will be paid based on actual cost directly to the provider of service.

13. Misrepresentation

If *you*, or the *insured person*, or anyone acting for *you* or the *insured person* make(s) a statement in the enrolment form and declaration or in connection with any claim knowing the statement to be false, we will not be liable for the claim and all cover under this policy shall cease.

14. Premium Charge

- (1) This policy is an annual medical policy. *You* may pay the premium to *us* on an annual or a monthly basis. All premiums after the first premium are payable to *us* on or before the due date. *You* are required to settle the annual premium for the concurrent policy year when there is a claim made or service used in such policy year.
- (2) We reserve the right to revise or adjust the premium under the following circumstances:
 - (a) According to *our* applicable premium rate at the time of the premium due date by giving thirty (30) days' written notice to *you*.
 - (b) The premium rate should be adjusted automatically as the *insured person* enters into the next *age* band at the time of renewal.

15. No Claim Discount

No claim discount on the renewal premium of any policy year of this policy may be available and is calculated as follows:

- (1) If no claim has been made by or has arisen from the *insured person* prior to the *policy anniversary*, the no claim discount on the renewal premium of the following policy year will be increased by two percent (2%) in the first no claim year, followed by five percent (5%) in the second no claim year, and accumulated up to eight percent (8%) in maximum in the third no claim year.
- (2) If a claim has been made by or has arisen from the *insured person* prior to the *policy anniversary*, the no claim discount on the renewal premium of the following policy year will be decreased to nil percent (0%). The maximum deduction of the no claim discount is up to eight percent (8%) and the minimum of the no claim discount is nil percent (0%).
- (3) The no claim discount of any policy year shall be invariably deducted from the originally chargeable renewal premium (without deduction of no claim discount) of such policy year and shall disregard the balance of the originally chargeable renewal premium of any previous policy year after deduction of

the no claim discount of such previous policy year.

16. Grace Period

We will allow *you* thirty-one (31) days for the payment of each premium after the first premium. During that time we will keep this policy in force. If after that time the premium remains unpaid, this policy will be deemed to have lapsed from the date that the unpaid premium was due.

17. Reinstatement

If we have allowed this policy to lapse due to non-payment of premium, we may allow this policy to be reinstated if you provide *us* with a satisfactory written application for reinstatement including proof of insurability. The reinstated policy shall only cover an *injury* sustained by the *insured person* after the date of reinstatement and shall only cover *sickness* of the *insured person* which begins no sooner than ten (10) days after the date of reinstatement.

18. Cancellation and Renewal

The policy shall remain in force for a maximum of one (1) year from the effective date of the insurance and shall be subject to renewal provided that we may reserve the right to decline the renewal, alter the terms or to adjust the premiums of the renewal.

Not in contravention of the above, we can cancel or refuse to renew or vary the policy at any time notwithstanding any other provisions of this policy if:

- (1) the *insured person* has
 - (a) not acted in the utmost good faith and has misled *us* or any other insurer by hiding facts fraudulently or otherwise,
 - (b) breached the terms of this policy,
 - (c) ceased to live in *Hong Kong* as a *usual country of residence*;
- (2) the period covered by the premium payment has expired or any premium has not been paid on the due date; or
- (3) we discontinue the scheme type specified in Part 2 - Benefits Table or any part of the scheme.

On cancellation, we shall give the Insured a written notice stating when, not less than thirty (30) days after the date of such notice, such cancellation shall be effective. The mailing of the notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall be considered the end of this policy. Whenever this policy is so cancelled, the unearned portion of the premium at the time of cancellation or surrender shall be refunded provided that no claim has been made during the relevant policy period of this policy.

19. Cancellation by the Insured

You may cancel this policy by giving thirty (30) days' written notice of cancellation delivered to *us*, or mailed to *our* last known address. In such event, the premium for the unexpired

policy period of this policy will be refunded in accordance with the charges indicated below, but in no event less than *our* customary minimum premiums below and provided that no claim has been made during the relevant policy period of this policy if this policy is cancelled by *you*. We reserve the right to cancel this policy subject to the above Clause 13 – Misrepresentation under this part for all covers to cease by giving seven (7) days' written notice of cancellation delivered to *you*, or mailed to *your* last known address.

Covered Period	Charges of Premium
2 months (<i>our</i> customary minimum premiums)	40%
3 months	50%
4 months	60%
5 months	70%
6 months	75%
Over 6 months	100%

20. Termination of Coverage

Coverage under this policy shall automatically terminate on the earliest of the dates specified below:

- (1) the premium due date when any or any part of premium pertaining to this policy is not paid within the grace period;
- (2) in accordance with Clause 2 - Age Limit under this part;
- (3) upon *your* request, termination of coverage will be effective on the date specified in the written notice received by *us*, provided that thirty (30) days' notice of cancellation before premium due date is given;
- (4) subject to the above Clause 13 – Misrepresentation under this part.

21. Renewal

We reserve the right to amend any terms and conditions, including but not limited to the premium rates or benefits or exclusions of this policy at the time of renewal of any policy year of this policy, either before or after *your* acceptance of such renewal. We will not be obligated to reveal *our* reasons for such amendments. After all, such renewal will not have to take place eventually if such amendments are not acceptable to the *insured person* before the commencement date of any policy year. If this policy is on monthly payment mode, this policy will be automatically renewed with *our* consent.

22. Misstatement of Age or Sex

If the *insured person's* age or sex has been misstated, the premium difference would be returned or charged according to the correct age or sex. In the event the *insured person's* age has been misstated and if, according to the correct age, the coverage provided by this policy would not have become effective, or would have ceased prior to the acceptance of each premium or premiums, then *our* liability during the period that

the *insured person* is not eligible for coverage shall be limited to the refund of all premiums paid for the period covered by this policy.

23. Additions and Deletions

You must notify us in writing of *your* request for any additions to or deletions of the benefits or *insured person* in this policy. Such request shall be subject to *our* right to amend any terms and conditions, including but not limited to the premium rates or benefits or exclusions of this policy.

24. Claims Admittance

In no case shall we be liable in respect of any claim after the expiration of twelve (12) months from the occurrence of the *disability* giving rise to it unless the claim has been admitted or is the subject of a pending legal action or arbitration.

25. Change in Country of Residence

The Insured must notify us in writing of any change in his/her or *insured person's usual country of residence* within the first thirty (30) days of the change. Changes in *usual country of residence* outside the Insured's or *insured person's usual country of residence* as declared to us shall result, at *our* sole discretion, in the coverage being modified or the policy being cancelled. Changes in residence to the United States or North America or Western Europe, shall result in the non-renewal of the policy. Failure to notify us of any change and should a claim occur, we reserve the right to decline such claim.

26. Subrogation

We have the right to proceed at *our* own expense in the name of the *insured person* against third parties who may be responsible for an occurrence giving rise to a claim under this policy.

27. Arbitration

All differences or disputes arising out of this policy shall be determined by arbitration in accordance with the Arbitration Ordinance, Chapter 341, Laws of Hong Kong as amended from time to time. If the parties fail to agree upon the choice of the arbitrator, then the choice shall be referred to the Chairperson of the Hong Kong International Arbitration Centre. It is agreed that the decision of the arbitrator shall be final, conclusive and binding on the parties and no further legal action will be taken by both parties. If we shall disclaim liability to the *insured person* for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

28. Compliance with Policy Provisions

Failure to comply with any of the provisions contained in this policy shall invalidate all claims hereunder.

29. Governing Law and Jurisdiction

This policy shall be governed by and interpreted in accordance with the laws of *Hong Kong* and subject to the exclusive jurisdiction of the *Hong Kong* courts.

30. Statement of Purpose for Collection of Personal Data

- (1) All the personal information collected or held by us, howsoever obtained, may be used by us or disclosed to any individual or organization within or outside *Hong Kong* for the following purposes: (1) to assess and service this policy, (2) to process the direct debit authorization or credit card / charge card payment, and (3) to conduct insurance claims or analysis.
- (2) You or the *insured person* shall have the right of access to and to request correction of any personal information concerning him/her held by us. A request for such access and correction may be made to *our* Personal Data Privacy Officer at 24-27/F, One Island East, 18 Westlands Road, Island East, *Hong Kong*.

31. Pre-admission Assessment Service

The Pre-admission Assessment Service is rendered by the service provider which is nominated by us, and this service is available for private *hospitals* in *Hong Kong* only. If you require such service, please make *your* application by following the procedures below:

- (1) Call Claims 24-hour hotline through 2903 9446 to obtain Pre-assessment Application Form.
- (2) Complete Parts I & II of the Pre-assessment Application Form by you and *your* attending *doctor* and return it to the service provider by fax 2917 6799 not less than 3 working days prior to *your* admission to the *hospital* for assessment.
- (3) After receiving *your* application, the service provider will inform you whether the Pre-assessment is approved within 3 working days. Should the pre-assessment is approved, the service provider will contact the *hospital* for direct settlement arrangement.
- (4) Upon discharge, you and *your* attending *doctor* are required to complete and return the formal Hospitalization Claim Form to us within 14 days.

The assessment is based on information before admission. The actual reimbursement is subject to the information supplied on the claim form, actual situation and details of the insurance coverage, exclusion clauses, terms and conditions stated in the policy and any other relevant document.

You will be required to provide *treatment* information and authorize us to collect shortfall of medical expenses, if any, from a American Express card account designated by yourself. If hospitalization is due to illness/*disability* classified under exclusion, application will not be accepted.

Part 7 - CLAIMS PROCEDURE

For application of Pre-admission Assessment Service and direct settlement:

- Step 1: Contact *our* Claims Hotline and return us with the Pre-admission Assessment – Application Form completed by the attending *doctor* no later than 3 workings days prior to admission date.

Step 2: Claim form completed and signed by the attending doctor **within 14 days** upon discharge.

For non-direct settlement claim:

Step 1: Notify us **within 30 days** from the date of treatment in hospitals.

Step 2: Complete the claim form and supply us the following original documents as appropriate.

1. Hospitalization

(i) *Hospital* statement showing:

- name of the patient
- period of *confinement*
- itemized charges

(ii) Receipts of all attending *doctors / specialists / anaesthetists / surgeons / physiotherapists* showing:

- name of the patient
- date of consultation
- diagnosis and/or *treatment* given
- amount charged

2. Specialist Treatment

(i) Receipts of all attending *doctors / specialists / anaesthetists / surgeons / physiotherapists* showing:

- name of the patient
- date of consultation
- diagnosis and/or *treatment* given

(ii) *Specialist's* receipt showing:

- name of the patient
- date of consultation
- diagnosis and/or *treatment* given
- amount charged

3. Post-surgery Out-patient/ Post-surgery *Specialist Treatment* due to Critical Illness

(i) Doctor's receipt showing:

- name of the patient
- date of consultation
- diagnosis and/or *treatment* given
- amount charged

(ii) Referring letter by attending *doctor* for *specialist treatment*

4. Post-surgery Home Nursing

(i) Written requirement of the attending *doctor*

(ii) Receipt of *qualified nurse* for services showing:

- name of the patient
- period of services
- amount charged (per day/total)
- name of *qualified nurse*



Because change happenz[®]

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