
SME GROUP MEDICAL INSURANCE

This Policy should be read carefully, and its terms noted.

Whereas the Insured named in the Schedule hereto has made to MSIG Insurance (Hong Kong) Ltd. (hereinafter called the "Company") a written proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein and has paid the premium specified in the Schedule as consideration for the indemnity hereinafter contained.

The Company hereby agrees with the Insured to the extent and in the manner herein provided that if the person(s) named herein attached (hereinafter called "the Insured Person(s)") sustain Injury, Sickness, Disease or Illness, the Company will pay to the Insured or the Insured Person, according to the Schedule contained herein.

Provided that the due observance and fulfilment of the terms, conditions and exceptions specified in the Schedule and endorsements attached hereto shall be conditions precedent to any liability of the Company to make any payment under this Policy.

DEFINITIONS

Whenever these words are used in any part of the Policy this is what they mean:

Accident

means an unforeseen and unexpected event of violent, accidental, external and visible nature which shall be the sole cause of bodily Injury and are independent of any other cause and not by sickness, disease or gradual physical or mental wear and tear.

Actively at Work

in relation to an Employee, means the Employee is capable of performing all the usual and customary duties of his employment on a scheduled working day. An Employee is deemed as actively at work if his absence from work is not due to Injury, Sickness, Disease or Illness, childbirth or Hospital Confinement; and

in relation to a Dependant, means the Dependant is not prevented from carrying out his normal day-to-day activities due to Injury, Sickness, Disease or Illness, childbirth or Hospital Confinement.

Anaesthetist

means a Registered Medical Practitioner who is

(a) duly registered under Anaesthesiology of the Specialist Registration with the Medical Council of Hong Kong pursuant to the Medical Registration Ordinance (Cap. 161) of the laws of Hong Kong or with a body of equivalent standing in jurisdictions outside Hong Kong; and

(b) legally authorised to practise anaesthesiology in the locality where the Treatment is provided to the Insured Person.

Any One Disability

means all disabilities arising from the same cause including any and all complications therefrom. Any subsequent Disability arising from the same cause within ninety (90) days following the latest Treatment or consultation shall be considered as the same Disability.

A subsequent Disability arising from the same cause after ninety (90) days following the latest Treatment or consultation will be considered as a separate Disability, provided that the Insured Person has fully recovered with:

- (a) no further sign and symptom of the Disability; and
- (b) no further Treatment for the Disability required or advised by Registered Medical Practitioner.

Application

means the application submitted to the Company in respect of this Policy, including but not limited to the Company application form, questionnaires, health declaration form, any documents or information submitted and any statements and declarations made in relation to such application.

Co-payment

means the charge that an Insured Person is required to pay for specified medical service incurred at a Provider within the Network of the Company, if any, provided under the Policy. A Co-payment, if applicable, is a defined dollar amount of eligible expenses. An Insured Person is responsible for the payment of any Co-payment directly to the Provider within the Network of the eligible medical service at the time of visit or when billed by the Provider within the Network.

Congenital Condition

means any medical, physical or mental abnormalities which existed at the time of or before birth, whether or not being manifested, diagnosed or known about at birth or any neo-natal abnormalities developed within six (6) months of birth. These shall include (but not to the exclusion of others which may medically be regarded as Congenital Conditions) cleft lip or palate, strabismus (squint), hydrocephalus, undescended testicle, Meckel's diverticulum, flat foot, heart septal defect, pre-auricular sinus, arteriovenous malformation and indirect inguinal hernias.

Coverage Commencement Date

means the first day on which an Insured Person is added to and covered by this Policy.

Day Care Surgery

means all Medically Necessary surgical procedures and related Treatment provided by or on the order of a Registered Medical Practitioner to the Insured Person at a clinic, Day Procedure Centre or day-case unit of a Hospital. Day Care Surgery excludes all non-surgical procedures and related Treatment and is subject otherwise to the terms, conditions, exclusions, limits and sub-limits specified in the Schedule.

Day Procedure Centre

means any facility designated and equipped for performing surgical operations or procedures, which meets or exceeds the requirements stipulated in the Code of Practice for Day Procedure Centres issued by the Director of Health in Hong Kong, or any other applicable code of practice or regulation under the Private Healthcare Facilities Ordinance (Cap. 633), of the laws of Hong Kong.

Dependant

means

- (a) the lawful spouse, de facto partner or Domestic Partner below the age of sixty-five (65) years old on his Coverage Commencement Date, of an Employee; and
- (b) any lawful unmarried child(ren), between the age of fifteen (15) days and seventeen (17) years old, of an Employee, or
- (c) any lawful unmarried child(ren), between the age of eighteen (18) years old and twenty-five (25) years old, of an Employee, provided such child(ren) is a full time student in a recognised educational establishment with valid proof accepted by the Company.

Developmental Condition

means disorders which manifest signs of delay or impairment in a child's physical, mental, cognitive, motor, language, behavioural, social interaction, learning or other development when compared to the normal healthy state of a person at the given age, level or stage of development.

Disability

means a Sickness, Disease or Illness or the entire Injuries.

Domestic Partner

means civil partner, or two adults (of same or different sex) who reside together and have chosen to share their lives in an intimate, continuous, committed and exclusive relationship during which period neither of the partners was or is married to or partnered with any other person. Domestic partners do not include roommates, siblings, parents and children, or persons having other similar relationships.

Employee

unless this Policy provides to the contrary, means an employee of the Insured who is:

- (a) below the age of sixty-five (65) years old on his Coverage Commencement Date;
- (b) working on a full time and permanent basis;
- (c) generally required to be at work during the scheduled office hours of a standard week;
- (d) under a continuous contract of employment within the meaning of the Employment Ordinance (Cap. 57) of the laws of Hong Kong; and
- (e) registered in the payroll list of the Insured.

Emergency

means unplanned Hospital Confinement and condition that is acute in nature and wherein the initial sign and symptom, consultation or Treatment for this condition cannot be and are not separated by more than forty-eight (48) hours.

General Ward

means a room categorised as a general ward or standard room by a Hospital in Hong Kong, or a room with more than double occupancy in a Hospital outside Hong Kong with a shared bath or shower room but excluding any Semi-Private Room or above. For the avoidance of doubt, any room equipped with kitchen, dining and/or sitting room(s) shall be excluded.

Hong Kong

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

Hospital

means an establishment duly constituted and registered as such under the laws of the territory as Hospital for the care and Treatment of sick and injured persons as resident patients, and which:

- (a) has facilities for diagnosis and major operations;
- (b) provides twenty-four (24) hours nursing services by licensed or registered nurses;
- (c) maintains a Registered Medical Practitioner; and

(d) is not primarily a clinic, a place for alcoholics or drug addicts, a nature care clinic, a health hydro, a nursing, rest or convalescent home, a hospice or palliative care centre, rehabilitation centre, an elderly home or similar establishment.

Hospital Confinement

means admission of an Insured Person to a Hospital for a continuous period of not less than six (6) hours' duration as result of a Medically Necessary condition and is upon recommended by a Registered Medical Practitioner for Treatment. Hospital Confinement shall be evidenced by a daily room charge invoiced by the Hospital and this excludes stay by the Insured Person in observation room, Day Procedure Centre, day-case unit or similar hospital setting.

Immediate Family Member

means the Insured Person's spouse, children, parents, parents-in-law, brothers or sisters, grandparents, grandchildren or legal guardian.

Injury

means bodily injury caused solely by Accident.

Insured

means an entity to whom the Policy has been issued in respect of cover for persons specially identified as Insured Persons in this Policy.

Insured Person

means an Employee and his Dependants who are eligible for and covered under this Policy and whose particulars have been furnished to the Company and whose name has not been removed by endorsement.

Medically Necessary

means the necessity to have a Treatment, medical service or medication which is:

- (a) consistent with the diagnosis and customary medical Treatment for the condition at a Reasonable and Customary charge;
- (b) in accordance with standards of good and prudent medical practice;
- (c) necessary for such a diagnosis or Treatment;
- (d) not furnished primarily for the convenience of the Insured Person, Registered Medical Practitioner, Registered Chinese Medicine Practitioner, Registered Chiropractor, Registered Physiotherapist, Registered Hygienist, Qualified Nurse, Anaesthetist, Registered Dentist or any other medical service Providers;
- (e) furnished at the most appropriate level which can be safely and effectively provided to the Insured Person; and
- (f) with respect to Hospital Confinement, not furnished solely for the purpose of Routine Medical Check-up, diagnostic imaging or physiotherapy.

For the purposes of interpreting "standards of good and prudent medical practice", the Company shall consider the followings:

- (a) standards that are based on clinically proven evidence in appropriately reviewed, independent medical journals;
- (b) relevant specialty body recommendations; and/or
- (c) the views of specialists practising in the relevant clinical area.

Network

means a network of health service providers who have been appointed by the Company on behalf of the Insured and have entered into an agreement with the Company to provide health services to the Insured Persons under the Company's undertaking to pay for their health services so provided. A Provider may enter into an agreement to provide only specific covered health services but not all health services under the Policy. In such cases, the Provider shall be deemed a Provider within the Network for the health services specified in the agreement and a Provider outside the Network for other health services. The participation status of the Provider may be updated or reviewed by the Company from time to time.

Operating Theatre

means any facility designated and equipped for performing surgical operations or procedures, which meets or exceeds the requirements stipulated in the Code of Practice for Day Procedure Centres or the Code of Practice for Private Hospitals issued by the Director of Health in Hong Kong, or any other applicable code of practice or regulation under the Private Healthcare Facilities Ordinance (Cap. 633), of the laws of Hong Kong.

Period of Insurance

means the period during which this Policy is in force, which is specified as "Period of Insurance" or "Policy Period" in the Schedule or any subsequent endorsement to this Policy.

Policy

means this group medical insurance policy underwritten and issued by the Company, which is the contract between the Insured and the Company including but not limited to these terms and conditions, Application, Schedule, any other Schedule attached to this Policy, and any endorsement(s) and amendment(s) signed thereto by the authorised representative of the Company.

Policy Anniversary Date

means the day immediately following the last day of the Period of Insurance.

Policy Effective Date

means the commencement date of the Period of Insurance.

Policy Inception Date

means the first Policy Effective Date upon Application of this Policy.

Pre-existing Medical Condition

means any Injury, Sickness, Disease or Illness, condition or symptom:

- (a) for which Treatment, or medication, or advice, or diagnosis has been sought or received or was foreseeable prior to the commencement of the Policy for the Insured Person concerned, or
- (b) which originated or was known to exist by the Insured Person (or anyone insured under the Policy) prior to the commencement of the Policy whether or not Treatment or medication or advice or diagnosis was sought or received.

Provider

means all organisations, companies or individuals licensed to provide health services, including Hospitals, Day Procedure Centres, clinics, diagnostic centres, Registered Medical Practitioners, Registered Physiotherapists, Registered Chiropractors, Registered Chinese Medicine Practitioners, Registered Dentists and other health service providers.

Qualified Nurse

means a nurse who is

- (a) duly registered with the Nursing Council of Hong Kong pursuant to the Nurse Registration Ordinance (Cap. 164) of the laws of Hong Kong or with a body of equivalent standing in jurisdictions outside Hong Kong; and
- (b) legally authorised to practise nursing service in the locality where the Treatment is provided to the Insured Person.

Reasonable and Customary

means a charge for Treatment or service which does not exceed the general level of charges being made by the relevant service Providers of similar standing in the locality where the charge is incurred for similar Treatment, services or supplies to individuals of the same sex and age, for a similar Injury, Sickness, Disease or Illness. The Reasonable and Customary charges shall not in any event exceed the actual charges incurred.

In determining whether an expense is "Reasonable and Customary", the Company may make reference to the following (if applicable):

- (a) the gazette issued by the Hong Kong government which sets out the fees for the private patient services in public Hospitals in Hong Kong;
- (b) industrial Treatment or service fee survey;
- (c) claim statistics of the Company;
- (d) extent or level of benefits insured; and/or
- (e) other pertinent source of reference in the locality where the Treatment is received.

Registered Chinese Medicine Practitioner

means a Chinese medicine practitioner who is

- (a) duly registered with the Chinese Medical Council of Hong Kong pursuant to the Chinese Medicine Ordinance (Cap. 549) of the laws of Hong Kong or with a body of equivalent standing in jurisdictions outside Hong Kong; and
- (b) legally authorised to practise Chinese medicine in the locality where the Treatment is provided to the Insured Person.

Registered Chiropractor

means a chiropractor who is

- (a) duly registered with the Chiropractors Council pursuant to the Chiropractors Registration Ordinance (Cap. 428) of the laws of Hong Kong or with a body of equivalent standing in jurisdictions outside Hong Kong; and
- (b) legally authorised to practise chiropractic service in the locality where the Treatment is provided to the Insured Person.

Registered Dentist

means a dental practitioner who is

- (a) duly registered with the Dental Council of Hong Kong pursuant to the Dentists Registration Ordinance (Cap. 156) of the laws of Hong Kong or with a body of equivalent standing in jurisdictions outside Hong Kong; and
- (b) legally authorised to practise dentistry in the locality where the Treatment is provided to the Insured Person.

Registered Hygienist

means an ancillary dental worker (dental hygienist) who is

- (a) duly registered with the Dental Council of Hong Kong pursuant to the Ancillary Dental Workers (Dental Hygienists) Regulations (Cap. 156B) of the laws of Hong Kong or with a body of equivalent standing in jurisdictions outside Hong Kong; and
- (b) legally authorised to practise dental work in the locality where the Treatment is provided to the Insured Person.

Registered Medical Practitioner

means a medical practitioner of western medicine, be he a General Practitioner, Specialist or Surgeon who is

- (a) duly registered with the Medical Council of Hong Kong pursuant to the Medical Registration Ordinance (Cap. 161) of the laws of Hong Kong or with a body of equivalent standing in jurisdictions outside Hong Kong; and
- (b) legally authorised to practise medical and surgical service in the locality where the Treatment is provided to the Insured Person.

Registered Physiotherapist

means a physiotherapist who is

- (a) duly registered with the Supplementary Medical Professions Council of Hong Kong pursuant to the Supplementary Medical Professions Ordinance (Cap. 359) of the laws of Hong Kong or with a body of equivalent standing in jurisdictions outside Hong Kong; and
- (b) legally authorised to practise physiotherapy in the locality where the Treatment is provided to the Insured Person.

Renewal or Renew

means the Policy is renewed without any lapse of time upon its expiry.

Schedule

means the Policy schedule and benefit schedule attached to this Policy which sets out the Policy details, benefits entitlement, and the Period of Insurance.

Schedule of Surgical Operations

means the surgical schedule attached to this Policy and full list of Schedule of Surgical Operations of the Company as amended from time to time without prior notice to the Insured Person in which surgical operations are classified into different categories according to the relative degree of complexity of operations involved. The classification shall include minor, intermediate, major and complex operation.

If an operation is not listed in the Schedule of Surgical Operations, the Company will determine the appropriate category by referring to a comparable operation of similar complexity and severity. Additionally, the Company may take into account the gazette published by the government or any other relevant publications or information, including but not limited to the schedule of fees recognized by the government, relevant authorities, or medical associations in the locality where the surgical procedure is performed.

Semi-Private Room

means a room categorised as a semi-private or second class room by a Hospital in Hong Kong, or a single or double occupancy room in a Hospital outside Hong Kong with a shared bath or shower room but excluding any Standard Private Room or above. For the avoidance of doubt, any room equipped with kitchen, dining and/or sitting room(s) shall be excluded.

Sickness, Disease or Illness

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

Specialist

means a Registered Medical Practitioner who is

- (a) duly registered under the Specialist Registration with the Medical Council of Hong Kong pursuant to the Medical Registration Ordinance (Cap. 161) of the laws of Hong Kong or with a body of equivalent standing in jurisdictions outside Hong Kong; and
- (b) legally authorised to practise specialist medical and surgical service in the locality where the Treatment is provided to the Insured Person according to the qualified specialty.

Standard Private Room

means a room categorised as a single, private or first class room by a Hospital in Hong Kong, or a basic single occupancy room in a Hospital outside Hong Kong with a private bath or shower room. For the avoidance of doubt, any room equipped with kitchen, dining and/or sitting room(s) shall be excluded.

Treatment

means surgical or medical procedures, the sole purpose of which is the cure or relief of Injury, Sickness, Disease or Illness. Treatment includes symptomatic evaluation, imaging studies, monitoring follow up, medication, test, investigation, therapy, surgical procedure, and care for Disability.

Usual Country of Residence

means the country the Insured Person normally resides in. In the event that the Insured Person is assigned by the Insured to work in another country for a continuous period of more than ninety (90) days, that country will then be considered as his Usual Country of Residence.

Western Medication

means medication legally registered with the Pharmaceutical Service of Department of Health in Hong Kong or with an equivalent legal authority in any other jurisdiction where medical expenses are incurred for the provision of western medicine and surgical services.

ENROLMENT

1. Enrolment

Each Employee and/or Dependant eligible to this Policy must meet the conditions for participation and elect to participate. The Insured must apply in writing for enrolment of any eligible Employee and/or Dependant as an Insured Person using the form prescribed by the Company, which must be duly completed and submitted to the Company within forty-five (45) days from the date he first becomes eligible. If enrolment is not completed within this period, insurance coverage shall only be effective upon satisfactory evidence of insurability at the Insured Person's expense.

- (a) Any Employee who meets the eligibility criteria specified in the Application on the Policy Effective Date shall be eligible for enrolment on the Policy Effective Date.
- (b) Any Employee who does not meet the eligibility criteria specified in the Application on the Policy Effective Date shall be eligible for enrolment upon meeting all eligibility criteria.
- (c) New or future Employees shall be eligible for enrolment upon meeting the eligibility criteria specified in the Application.
- (d) All eligible Dependants shall be enrolled when Dependant coverage is provided.
- (e) Insured Person who is not Actively at Work on the date he would otherwise become eligible for insurance shall not be eligible until he returns to Actively at Work in accordance with the Policy's requirements.
- (f) Insured Person whose insurance coverage has been terminated and who re-applies for insurance coverage shall be treated as a new Insured Person under the Policy.
- (g) The coverage for all Insured Persons is non-contributory, meaning that all Insured Persons within the group are not required to pay all or part of the premium, and all eligible Insured Persons within the group shall be automatically covered under the Policy. No person shall be covered on a contributory basis without prior written approval from the Company.

- (h) For a Policy with less than five (5) eligible Employees for enrolment on the Policy Inception Date or upon each Policy Anniversary Date, any new eligible Employees and/or Dependants (if applicable) shall be required to furnish at their own expense, evidence of insurability satisfactory to the Company before their insurance coverage becomes effective. This requirement shall continue to apply throughout the Period of Insurance regardless of number of Insured Employees during the Period of Insurance.
- (i) For a Policy with five (5) or more eligible Employees for enrolment on the Policy Inception Date or upon each Policy Anniversary Date, new eligible Employees and/or Dependants (if applicable) are not required to submit evidence of insurability to the Company before their insurance coverage becomes effective. This requirement shall continue to apply throughout the Period of Insurance regardless of number of Insured Employees during the Period of Insurance.

2. Minimum and Maximum Age

- (a) Employee and his spouse, de facto partner or Domestic Partner must be under sixty-five (65) years of age on the Coverage Commencement Date and under seventy (70) years of age on the Policy Anniversary Date. No person who has attained the age of seventy (70) years of age shall be covered under the Policy without prior written approval from the Company.
- (b) Any covered child(ren) must be between the ages of fifteen (15) days and seventeen (17) years.
- (c) Child(ren) between the ages of eighteen (18) and twenty-five (25) years are eligible for coverage, provided they are full time students with valid proof of enrolment acceptable to the Company.

3. Effective

The medical benefits for an Insured Person shall become effective and available on the later of:

- (a) the Policy Effective Date; or
- (b) the effective date of any benefit added to the Policy after the Policy Effective Date.

TERMINATION

The medical benefits of the Insured Person shall automatically terminate on the earliest of the following dates:

1. the Policy Anniversary Date immediately following the attainment of seventy (70) years of age for an eligible Employee, eligible spouse, de facto partner or Domestic Partner, unless prior written approval is obtained from the Company;
2. the Policy Anniversary Date immediately following the attainment of eighteen (18) years of age for an eligible child of an Employee, unless he is enrolled in full-time education, in which case coverage will terminate at twenty-six (26) years of age;
3. the date on which the Policy is terminated;
4. the date on which employment with the Insured or any of its subsidiaries, as accepted and named under this Policy by the Company, is terminated.
5. the date on which the insured Employee ceases to be an eligible Employee under the Policy, irrespective of whether he remains employed by the Insured;
6. the date on which the insured Dependant ceases to be an eligible Dependant under the Policy;
7. the date of expiration of the coverage period for which the last premium payment was made for the Insured Person;
8. the date on which the Insured Person enters military, naval or air services;
9. the date immediately following the death of the Insured Person.

Upon the termination of an Insured Person, the Insured must give a written notice to the Company by using the form as prescribed by the Company within forty-five (45) days from the date of termination.

Provided that if any Insured Person is confined to a Hospital for a covered Disability at the time of termination, the termination date shall be extended until the earlier of the following:

- (a) the date the Insured Person is no longer in Hospital Confinement for the covered Disability; or
- (b) the date the benefits for that Disability under the Policy have been exhausted.

PREMIUM PROVISIONS

1. Payment of Premiums

The amount of premium due or payable is specified in the debit note or billing issued by the Company. The premium, whether paid annually or by instalment as agreed by the Company, shall be paid in advance when due. No benefits under this Policy shall be payable unless the premium is fully paid.

Premium due dates, Renewal dates and Policy period are determined with reference to the Policy Effective date specified in the Policy. The first premium is due on the Policy Effective Date, and subsequent premiums are due and payable on the first day of each Period of Insurance thereafter.

2. Grace Period

The Company shall allow a grace period of thirty (30) days after the premium due date for payment of each premium. This Policy shall continue to be in effect during the grace period but no benefits shall be payable unless the premium is fully paid within the grace period. If the premium remains unpaid at the expiration of the grace period, this Policy shall be terminated immediately on the date on which the unpaid premium was first due unless the Company otherwise agrees to extend the grace period or defer termination.

RENEWAL PROVISIONS

1. Renewal

At the expiry of this Policy, subject to the right of the Company to terminate the Policy as provided herein and the consent of the Company, this Policy may be renewed for another Period of Insurance at such rate or on such terms as the Company may determine based on the benefits and the scope of coverage at the time of each Renewal.

The Company reserves the right to adjust the Premium or not to renew the Policy if the number of insured Employee is less than two (2) on the Policy Anniversary Date.

2. Revision of Policy Terms

Premium rates are not guaranteed. Premium for each Renewal will depend on the attained age of the Insured Person and the applicable premium rates in effect at the time of such Renewal. The Company reserves the right to adjust the premium rates and revise the benefits and the terms and conditions of this Policy upon each Policy Renewal. The adjustment of premium rates will take into account factors including but not limited to the medical cost inflation, our overall claims experience and incurred expenses related to this product. The Company will send the Insured a written notice of Policy Renewal, specifying the revised terms and premium rates, at least thirty (30) days before the Policy expiry date.

This Policy shall automatically terminate on the next premium due date unless the Insured accepts the revised terms in writing and pays the premium as specified in the notice. Following each revision, a revised Schedule shall be issued together with an endorsement (if applicable).

CLAIMS PROVISIONS

1. Claims Procedures

Any claim must be submitted using a completed claim form in the format prescribed by the Company within ninety (90) days from the date of treatment or medical services rendered that give rise to the claim. The claim submission must include all required supporting documents, including original receipts, itemized bills, and a diagnosis certified by a Registered Medical Practitioner. A claim will not be considered complete until all such documents have been submitted and accepted by the Company. Failure to submit the claim and required documents within the prescribed period may result in the denial of the claim.

The Company may require the submission of additional information, certificates, evidence, medical reports, data, or other materials for claims assessment purposes. All certificates, information, and evidence reasonably required by the Company and reasonably obtainable by the claimant must be furnished at the claimant's expense. The Company shall not be liable for any claim if the required information is not received within sixty (60) days from the date of its written request, unless otherwise agreed by the Company.

The Company reserves the right, at its own expense, to appoint an independent medical examiner to assess the Insured Person, as appropriate, at any reasonable time and as often as necessary during the pendency of a claim under the Policy. In the event of the Insured Person's death, the Company shall be entitled to require a post-mortem examination at its own expense. When practicable, notice of the time and place of any inquest, burial, or cremation shall be provided to the Company in advance.

2. Payment of Claims

Payment of a claim by the Company shall not be regarded as a precedent for the payment of any subsequent claims under the Policy. If a claim, which is not payable according to the terms and conditions of the Policy, has been paid, the Insured and the Insured Person shall be liable to reimburse the Company upon written demand. The reimbursement shall include all ineligible or excessive expenses incurred. The Company reserves the right to deduct any such ineligible or excessive amounts from future claims submitted under this Policy.

If eligible expenses are submitted without a detailed breakdown, the Company reserves the right to reimburse the claim on a pro-rata basis, subject to the applicable terms of the Policy.

All benefits payable under the Policy shall be paid by direct reimbursement to the Insured Person's bank account unless otherwise requested by the Insured and accepted by the Company, or unless the Company, at its discretion, deems it preferable to make the payment by another method.

3. Arbitration and Abandoned Claims

If the Company shall disclaim Policy liability or there is any dispute as to the amount to be paid under this Policy (collectively known as "the Dispute"), the Dispute shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance (Cap. 609) of the laws of Hong Kong as amended from time to time. If the parties fail to agree upon the choice of Arbitrators or Umpires, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is hereby expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained.

If the Dispute is not referred to arbitration within twelve (12) months from the date of the Company's disclaimer of liability or rejection of the claim, then such claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

BENEFIT PROVISIONS

Section A Hospitalisation and Surgical Benefit

If an Insured Person, while insured hereunder, is confined in a legally constituted Hospital as a result of Injury through an Accident or contracts a Sickness, Disease or Illness, condition or symptom not otherwise excluded hereunder, the Company will pay the following expenses actually charged by the Hospital and/or Registered Medical Practitioner during his Hospital Confinement, which are Medically Necessary, Reasonable and Customary and subject to his benefit limits, applicable maximum or overall limit, maximum number of days, reimbursement percentage and benefit conditions as shown in the Schedule.

The benefits provided by Section A of this Policy are extended to cover Day Care Surgery, if applicable.

1. Room and Board

A daily Room & Board Benefit shall be paid when, upon recommendation of a Registered Medical Practitioner, an Insured Person is registered as a bed patient in a Hospital. The amount of the said benefit shall be equal to the actual charges made by the Hospital for the cost of accommodation and meals during the Insured Person's Hospital Confinement. This benefit shall not cover guest meals.

2. Inpatient Physician's Fees

The Company shall pay the consultation fees charged by Registered Medical Practitioners while an Insured Person is confined in a Hospital.

3. Companion Bed

If the Insured Person is under eighteen (18) years old on the first day of Confinement, the Company shall reimburse the cost of companion bed charged by the Hospital for a parent or guardian of the Insured Person for the purpose of accompanying him during the confinement.

4. Miscellaneous Hospital Services

If the Insured Person is entitled to benefit payable under daily Hospital Room and Board Benefit, the Company shall also pay the expenses actually charged by the Hospital for any of the following services rendered during such Hospital Confinement which are customarily supplied by the Hospital:

1. Road ambulance service to and/or from the Hospital;
2. Anaesthesia and oxygen and their administration;
3. Drugs, medicines and curative materials consumed on premises;
4. Blood transfusion, except charges for blood or blood plasma;
5. Medicines and drug reasonably and necessarily prescribed upon discharge from Hospital Confinement or completion of Day Care Surgery for use before follow-up visit(s);
6. Dressing, ordinary splints and plaster casts;
7. Implants including but not limited to stent and pacemaker;
8. Laboratory examinations;
9. Radioactive isotope;
10. Physical therapy;
11. Films, imaging and X-ray and their interpretation;
12. Intravenous infusions;
13. Consumables used in the Operating Theatre;
14. Advanced diagnostic imaging, including but not limited to Magnetic Resonance Imaging (MRI), Computerized Tomography Scan (CT Scan) and Positron Emission Tomography Scan (PET Scan), performed either on an inpatient or outpatient basis recommended in writing by the attending Registered Medical Practitioner.

Medicine and curative material shall include all Western Medications, IV fluid, dressings, gauze, swabs, and other medical disposables and consumables used during Hospital Confinement for medical and nursing care. Instruments and other hardware used in an operation such as anaesthesia machine, gastroscope, colonoscope, lithotripter, x-knife, cyberknife and gamma knife do not belong to this category.

5. Surgeon's Fees

This benefit shall be payable for eligible expenses charged by the Registered Medical Practitioner(s) in performing surgery that is qualified to render and consistent with the diagnosis during the Insured Person's Hospital Confinement. The amount payable under this benefit shall be equal to the actual surgeon charges for such surgical operation performed by one or more Registered Medical Practitioners and in accordance with the relevant categorisation of such surgical procedure under the Schedule of Surgical Operations as categorised and reviewed from time to time by the Company.

If two or more surgical operations are performed at the same time or through a single incision, the amount payable under this benefit for all operations shall not exceed the largest amount for which one of these surgical operations is payable.

If two or more surgical operations are performed, whether on the same date or different dates, for Any One Disability, the benefit for all such surgeon's charges shall not exceed the applicable maximum limit for Surgeon's Fees benefit for the highest applicable classification of surgical operations as shown in the Schedule.

6. Anaesthetist's Fees

This benefit shall only be payable if an Anaesthetist is used in addition to the Registered Medical Practitioner in any surgical operation requiring the services of an Anaesthetist, and the Surgeon's Fees benefit is payable for the same Disability under this Policy. The amount payable under this benefit shall be equal to the actual charges for services provided by a professional Anaesthetist for the cost and administration of anaesthetics for the surgical operation or procedure and in accordance with the relevant categorisation of such surgical procedure under the Schedule of Surgical Operations as categorised and reviewed from time to time by the Company.

If two or more surgical operations are performed at the same time or through a single incision, the amount payable under this benefit for all operations shall not exceed the largest amount for which one of these surgical operations is payable.

If two or more surgical operations are performed, whether on the same date or different dates, for Any One Disability, the benefit for all such anaesthetist's charges shall not exceed the applicable maximum limit for Anaesthetist's Fees benefit for the highest applicable classification of surgical operations as shown in the Schedule.

7. Operating Theatre Fees

This benefit shall be payable for the use of the Operating Theatre for the carrying out of any surgical procedure during an Insured Person's Hospital Confinement, provided that the Surgeon's Fees benefit is also payable for the same Disability under this Policy. This benefit shall also be payable for the use of the Operating Theatre for the carrying out of any Day Care Surgery in a Day Procedure Centre or day-case unit of a Hospital. The amount payable under this benefit shall be equal to the actual charges for the use of the operating room and equipment used in the Operating Theatre of a Day Procedure Centre, day-case unit of a Hospital or Hospital to perform the surgical operation or procedure and in accordance with the relevant categorisation of such surgical procedure under the Schedule of Surgical Operations as categorised and reviewed from time to time by the Company.

If two or more surgical operations are performed at the same time or through a single incision, the amount payable under this benefit for all operations shall not exceed the largest amount for which one of these surgical operations is payable.

If two or more surgical operations are performed, whether on the same date or different dates, for Any One Disability, the benefit for all such Operating Theatre Fees shall not exceed the applicable maximum limit for Operating Theatre Fees benefit for the highest applicable classification of surgical operations as shown in the Schedule.

8. Inpatient Specialist's Fees

The Company shall pay the amount actually charged by a Specialist who is referred by the attending Registered Medical Practitioner for necessary Treatment during such Hospital Confinement.

9. Intensive Care

This benefit shall be payable for the charges incurred as a result of the Insured Person being accommodated in an Intensive Care Unit in a Hospital. The amount payable under this benefit shall be equal to the actual charges made for treatment in an Intensive Care Unit in a Hospital and shall in no event exceed the limits or maximums as set forth in the Schedule.

For the avoidance of doubt, the eligible expenses incurred and payable under this benefit shall not be payable under Room and Board benefit of Hospitalisation and Surgical Benefit.

10. Private Nursing

The Company shall pay the fees of full-time or part-time private nursing services provided by a Qualified Nurse in a Hospital or at home following the Insured Person's discharge from Hospital for the continued Treatment of the medical condition for which the Insured Person was confined. Such services must be Medically Necessary and prescribed in writing by the attending Registered Medical Practitioner and must not be for domestic reasons.

11. Cancer Treatment and Renal Dialysis Benefit

The Company shall pay the cost of chemotherapy, radiotherapy, immunotherapy, hormone therapy and targeted therapy for Treatment of cancer; and regular haemodialysis or peritoneal dialysis for Treatment of chronic and irreversible renal failure, when such Treatment is received by an Insured Person during Hospital Confinement, at a day-case unit of a Hospital, Day Procedure Centre or clinic, as recommended by the attending Registered Medical Practitioner.

For the avoidance of doubt, if the expenses incurred under this benefit are also covered under any other benefit items under Hospitalisation and Surgical Benefit, such expenses shall only be exclusively payable under this benefit and no reimbursement shall be made under any other benefit items of Hospitalisation and Surgical Benefit.

12. Increased Overseas Accidental Hospitalisation Benefit

If an Insured Person sustains an Injury and is Confined in a Hospital while travelling outside his Country of Residence, the maximum benefit limits payable under benefit items A1 to A10 of Hospitalisation and Surgical Benefits will increase to the reimbursement percentage as specified in the Schedule.

This extension shall not apply to Hospital Confinement within The People's Republic of China including Hong Kong and Macau.

13. Inpatient Psychiatric Treatment

The Company shall pay the eligible expenses incurred for psychiatric Treatments during the Hospital Confinement of the Insured Person in Hong Kong as recommended by a Specialist. This benefit shall not apply to psychiatric Treatments for Alzheimer's disease, Senile Dementia, Parkinson's disease or any conditions caused by or related to drug abuse or alcoholism.

This benefit shall be payable in lieu of other benefit items under Hospitalisation and Surgical Benefit. For the avoidance of doubt, if a Hospital Confinement is not solely for the psychiatric Treatments, only the eligible expenses incurred for medical service related to psychiatric Treatments shall be payable under this benefit. If a Hospital Confinement includes both psychiatric and non-psychiatric Treatments and apportionment of expenses is not available, the entire confinement shall be covered under this benefit if the primary reason for Hospital Confinement is for psychiatric Treatments. However, if the primary reason for Hospital Confinement is not for psychiatric Treatments, all expenses shall be payable under other benefits items of Hospitalisation and Surgical Benefit.

14. Pre-admission and Post-hospitalisation Outpatient Care

The Company shall pay for:

1. One (1) outpatient consultation fee incurred by the Insured Person within thirty (30) days before admission or Day Care Surgery, provided that the outpatient visit leads to Hospital Confinement or Day Care Surgery related to the diagnosis.
2. All related Medically Necessary outpatient follow-up visits incurred by the Insured Person within six (6) weeks right after discharge from Hospital or Day Care Surgery. Covered follow-up visits include consultation fees, Western Medication, diagnostic tests and physiotherapy, provided these outpatient follow-up visits are directly related to the diagnosis necessitating such Hospital Confinement or Day Care Surgery.

15. Day Surgery Cash Allowance

This Day Surgery Cash Allowance benefit shall be payable for eligible claim, for which the Company has agreed to pay benefit for Surgeon's fee, if the Insured Person has undergone any of the Day Care Surgeries specified below which is performed in a Day Procedure Centre or day-case unit in a Hospital. The benefit is not payable if the Insured Person has been admitted into a Hospital as an Inpatient, regardless of the hours of stay in Hospital and in no event shall the Company pay the cash allowance benefit for more than one Day Care Surgery per day.

Day Surgery Cash Allowance is applicable to the following Day Care Surgeries, with or without other concurrent surgical procedure:

1. Endoscopic Retrograde Cholangio-Pancreatography (ERCP)
2. Cystoscopy
3. Arthroscopic examination of joint
4. Colposcopy
5. Bronchoscopy
6. Extracapsular / intracapsular extraction of lens (Cataract)
7. Extracorporeal Shock Wave Lithotripsy (ESWL)

16. Daily Hospital Cash for Government Public Ward

This benefit shall be payable if an Insured Person is confined in the General Ward of a public Hospital managed by the Hong Kong Hospital Authority, provided that the medical expenses incurred is payable under Room and Board benefit under this Policy. The Company shall pay the Insured Person, during such Hospital Confinement, an amount specified in the Schedule from the first day of Hospital Confinement.

17. Second Claim Cash Benefit

This benefit shall be payable if the eligible expenses incurred by the Insured Person during Hospital Confinement has first been partially or fully reimbursed by other insurance company(ies). In no event shall the Company pay this cash allowance benefit for more than one claim per Hospital Confinement. This benefit shall not be payable if the Insured Person is confined in the General Ward in a public Hospital managed by the Hong Kong Hospital Authority.

18. Endoscopy Day Surgery Benefit

This benefit shall be payable for eligible expenses incurred for endoscopy procedure performed by a Registered Medical Practitioner at a Day Procedure Centre or day-case unit of a Hospital, provided that no Room and Board benefit is payable. Eligible expenses for medical services and consultation fees incurred on the day of procedure that are related to endoscopy procedure shall be exclusively paid under this benefit and no benefit shall be payable under other benefit items of Hospitalisation and Surgical Benefit and Supplementary Major Medical Benefit.

For the purpose of this benefit, endoscopy procedures include:

1. Upper gastrointestinal endoscopy (including but not limited to oesophagoscopy, gastroscopy and Oesophagogastroduodenoscopy);
2. Lower gastrointestinal endoscopy (including but not limited to anoscopy, proctoscopy, sigmoidoscopy, proctosigmoidoscopy and colonoscopy); and
3. Small intestinal endoscopy

Capsule endoscopy is excluded.

Hospital Confinement for endoscopy procedure with an overnight stay shall be subject to review and determination as to whether it is Medically Necessary prior to the procedure.

If pre-authorisation is obtained for an endoscopy procedure performed during Hospital Confinement with an overnight stay, eligible expenses shall be exclusively paid under other benefit items of Hospitalisation and Surgical Benefit and Supplementary Major Medical Benefit and no benefit shall be payable under this benefit.

If pre-authorisation is not approved or not obtained for endoscopy procedure performed during Hospital Confinement with an overnight stay, eligible expenses shall be exclusively paid under this benefit and no benefit shall be payable under other benefit items of Hospitalisation and Surgical Benefit and Supplementary Major Medical Benefit.

19. Viral Warts and Skin Lesions Benefit

This benefit shall be payable for the eligible expenses incurred for viral warts and skin lesions procedure performed by a Registered Medical Practitioner in a clinic, Day Procedure Centre, day-case unit of a Hospital or during a Hospital Confinement. Eligible expenses for medical services and consultation fees incurred on the day of procedure that are related to viral warts and skin lesions procedure shall be exclusively paid under this benefit and no benefit shall be payable under other benefit items of Hospitalisation and Surgical Benefit and Supplementary Major Medical Benefit.

For the purpose of this benefit, viral warts and skin lesions procedures include:

1. Removal or destruction of benign (including but not limited to viral warts) or pre-malignant skin lesions using any method (including but not limited to cutting, paring, excision, laser cryotherapy, photodynamic therapy, electrosurgery, chemosurgery, surgical curettement); and
2. Biopsy of benign (including but not limited to viral warts) or pre-malignant skin lesions.

For the avoidance of doubt, this benefit shall be payable subject to the maximum yearly limit as stated in the Schedule.

20. 24-hour Worldwide Emergency Assistance

Insured Persons benefit from the Company's twenty-four (24)-hour worldwide assistance, provision of which is subject to the Company's Worldwide Assistance Services Terms and Conditions.

Section B Supplementary Major Medical Benefit (Optional)

For the purpose of this benefit, the following words mean:

1. "Deductible Amount" means the amount specified in the Schedule which shall be deducted by the incurred covered medical expenses, before any benefits are payable under this benefit.
2. "Reimbursement Percentage" means the maximum percentage of reimbursement of the covered medical expenses in excess of the Hospitalisation and Surgical Benefits and the Deductible Amount.

If, while this Supplementary Major Medical Benefit is in force, an Insured Person is confined in a Hospital, or undergoes any Day Care Surgery, non-surgical cancer treatment or renal dialysis as a result of Injury, Sickness, Disease or Illness and incurs expenses in excess of that covered under benefit items A1 to A12 of Hospitalisation and Surgical Benefits (Eligible Expenses), the Company shall reimburse the Insured Person any Eligible Expenses multiplied by an Adjustment Factor (if applicable) and then by a Reimbursement Percentage less a Deductible Amount specified in the Schedule.

Subject to the Maximum Benefit per Any One Disability, the benefits payable under this Supplementary Major Medical Benefit shall be determined in accordance with the following formula:

$$\{ \text{Eligible Expenses} \times \text{Adjustment Factor (if applicable)} \times \text{Reimbursement percentage} \\ - \text{Deductible Amount (for Any One Disability)} \}$$

This benefit shall not be payable for the following:

1. Hospital Confinement outside Usual Country of Residence except in the case of Accidents or Emergencies occurring overseas requiring immediate medical attention as certified by a Registered Medical Practitioner.
2. Hospital Confinement in class of Suite, VIP and Deluxe room of a Hospital.
3. Hospital Confinement or Day Care Surgery related to viral warts and skin lesions procedure.

If an Insured Person chooses a level of Hospital facilities and services higher than the entitled room level, the following scale of Adjustment Factor shall be applied.

<u>Entitled Room Level</u>	<u>Actual Room Level</u>	<u>Adjustment Factor</u>
General Ward	Semi-Private Room	50%
General Ward	Standard Private Room	25%
Semi-Private Room	Standard Private Room	50%
General Ward, Semi-Private Room, Standard Private Room	Any room level above Standard Private Room (including Suite, VIP and Deluxe)	0% (No benefit shall be payable)

If an Insured Person is confined in a Hospital where there is no classification of level of Hospital facilities and services and the average daily Room and Board charges incurred during such Hospital Confinement is higher than the Room and Board Benefit specified in the Schedule, an Adjustment Factor shall be applied and calculated as follows:

Daily Room and Board Benefit specified in the Schedule

Average Daily Room and Board charges incurred during Hospital Confinement

Section C Outpatient Benefit (Optional)

If an Insured Person, while insured hereunder, sustains Injury through an Accident or contracts a Sickness, Disease or Illness not otherwise excluded hereunder, the Company will pay the expenses equal to the actual charges of the services described below, which are Medically Necessary, Reasonable and Customary and subject to his benefit limits, applicable maximum or overall limit, maximum number of visits, Co-payment, reimbursement percentage and benefit conditions as shown in the Schedule and/or Network service agreement.

1. General Medical Practitioner

This benefit shall be payable when an Insured Person is treated by a General Practitioner who participates in the Network (if available) on an out-patient basis and incurs charges for consultation and up to three (3) days basic Medically Necessary Western Medication prescribed by such General Practitioner and obtained at the clinic on the same date of consultation for Treatment of a covered Disability. The Insured Person shall present the medical card

upon registration and pay a Co-payment fee (if applicable) for the consultation. The benefit payable shall be subject to the benefit limit and maximum as specified in the Schedule and/or Network service agreement.

This benefit shall also be payable when an Insured Person is treated by a General Practitioner who does not participate in the Network on an out-patient basis and incurs charges for consultation and Medically Necessary Western Medication prescribed by such General Practitioner and obtained at the clinic on the same date of consultation for Treatment of a covered Disability. The benefit payable shall be subject to the benefit limit and maximum as specified in the Schedule.

2. Chinese Herbalist, Bone-setting, Acupuncture and Tui Na

This benefit shall be payable when an Insured Person is treated by a Registered Chinese Medicine Practitioner who participates in the Network (if available) on an out-patient basis and incurs charges for consultation, bone-setting, and up to two (2) days basic Medically Necessary internal Chinese herbal medicine prescribed at the time of consultation by such Chinese Medicine Practitioner and obtained at the clinic on the same date of consultation for Treatment of a covered Disability. The Insured Person shall present the medical card upon registration and pay a Co-payment fee (if applicable) for the consultation. The benefit payable shall be subject to the benefit limit and maximum as specified in the Schedule and/or Network service agreement.

This benefit shall also be payable when an Insured Person is treated by a Registered Chinese Medicine Practitioner which does not participate in the Network on an out-patient basis and incurs charges for consultation, bone-setting, acupuncture, tui na and Medically Necessary internal Chinese herbal medicine prescribed at the time of consultation by such Chinese Medicine Practitioner and obtained at a legitimate source (at or outside the clinic) on the same date of consultation for Treatment of a covered Disability. The benefit payable shall be subject to the benefit limit and maximum as specified in the Schedule.

3. Specialist Medical Practitioner

This benefit shall be payable when an Insured Person is treated by a Specialist who participates in the Network (if available) on an out-patient basis and incurs charges for consultation and up to three (3) days basic Medically Necessary Western Medication prescribed by such Specialist and obtained at the clinic on the same date of consultation for Treatment of a covered Disability. The Insured Person shall present the medical card upon registration and pay a Co-payment fee (if applicable) for the consultation. The benefit payable shall be subject to the benefit limit and maximum as specified in the Schedule and/or Network service agreement.

This benefit shall also be payable when an Insured Person is treated by a Specialist which does not participate in the Network on an out-patient basis and incurs charges for consultation and Medically Necessary Western Medication prescribed by such Specialist and obtained at the clinic on the same date of consultation for Treatment of a covered Disability. The benefit payable shall be subject to the benefit limit and maximum as specified in the Schedule.

Recommendation by a Registered Medical Practitioner in writing is required for Specialist consultations except for gynaecology, ophthalmology, paediatrics, otorhinolaryngology, orthopaedics and traumatology, dermatology, urology, oncology, family medicine and psychiatry.

4. Physiotherapist and Chiropractor

This benefit shall be payable when an Insured Person is treated by a Registered Physiotherapist who participates in the Network (if available), upon recommendation by a Registered Medical Practitioner in writing, on an out-patient basis and incurs charges for physiotherapy Treatment for Treatment of a covered Disability. The Insured Person shall present the medical card upon registration and pay a Co-payment fee (if applicable) for the visit. The benefit payable shall be subject to the benefit limit and maximum as specified in the Schedule and/or Network service agreement.

This benefit shall also be payable when an Insured Person is treated by a Registered Physiotherapist or a Registered Chiropractor who does not participate in the Network, upon recommendation by a Registered Medical Practitioner in writing, on an out-patient basis and incurs charges for physiotherapy or chiropractic Treatment for Treatment of a covered Disability. The benefit payable shall be subject to the benefit limit and maximum as specified in the Schedule.

5. Diagnostic Imaging and Laboratory Tests

This benefit shall be payable when an Insured Person undergoes and incurs charges for diagnostic imaging or laboratory tests upon recommendation by a Registered Medical Practitioner in writing, or incurs charges for X-ray or laboratory tests upon recommendation by a Registered Chinese Medical Practitioner or Registered Chiropractor in writing, on an out-patient basis, provided that such diagnostic imaging, x-ray and laboratory tests is consistent with the symptoms or diagnosis.

6. Prescribed Medication

This benefit shall be payable for Western Medication prescribed to an Insured Person on an outpatient basis by a Registered Medical Practitioner provided that such medication is Medically Necessary. The prescribed medication must be obtained from a legitimate source, excluding the clinic of the prescribing Registered Medical Practitioner, and:

1. such prescribed Western Medication is recommended by the Registered Medical Practitioner in writing; and
2. the amount payable under this benefit shall not exceed the maximum benefit specified in the Schedule.

7. Routine Medical Check-up

This benefit shall be payable if an Insured Person shall undergo a physical examination for routine medical check-up purposes by a Registered Medical Practitioner. The amount payable shall be equal to the actual charges for such service including consultation fee, laboratory tests and imaging charges for such examination.

8. Vaccination

This benefit shall be payable if an Insured Person shall undergo a vaccination at a licensed clinic approved by proper authority of the Hong Kong government to provide western medical services and has a Registered Medical Practitioner in regular attendance.

Section D Dental Benefit (Optional)

If any Insured Person shall necessarily incur expenses for the following services provided by a Registered Dentist or Registered Hygienist, the Company shall make reimbursement for such expenses which are Medically Necessary, Reasonable and Customary and subject to his benefit limits, applicable maximum or overall limit, maximum number of visits, reimbursement percentage and benefit conditions as shown in the Schedule.

1. Oral examination
2. Scaling, polishing and cleansing
3. Filling and Extraction
4. Oral X-ray
5. Medication
6. Drainage of abscesses
7. Pins for cusp restoration
8. Root canal fillings
9. Apicoectomy
10. Dentures, crowns and bridges (only if necessitated by an Accident)

No benefit shall be payable for the following services, products or conditions:

1. Dental appliances;
2. Charges for any dental procedure which are not included in the above-mentioned covered dental services;
3. Treatment by any person other than a Registered Dentist or Registered Hygienist;
4. Charges for services and supplies that are partially or wholly cosmetic in nature; unless the services are recommended as Medically Necessary by a Registered Dentist.

Section E Personal Accident Benefit (Optional)

If during the Period of Insurance any Insured Person suffers Injury resulting solely and directly from an Accident caused by violent, external and visible means, the Company shall pay to the Insured Person the sum specified in the Schedule under Section E. In no event shall the Company's liability for Death or Permanent Disablement exceed the aggregate limit specified in the Schedule.

1. Loss of Life Accident Indemnity

When an Injury results in the death of the Insured Person within one hundred eighty (180) days after the date of the Accident, the Company will pay the Loss of Life Accident Indemnity specified in the Schedule (hereinafter referred to as "The Principal Sum").

2. Dismemberment and Loss of Sight Indemnity

When an Injury does not result in the death of the Insured Person within one hundred eighty (180) days after the date of the Accident but does result in any of the following losses within that period, the Company shall pay benefits as outlined below:

	Percentage of Benefit
Both Hands or Both Feet or Sight of Both Eyes	100%
One Hand and One Foot	100%
Either Hand or Foot and Sight of One Eye	100%
Either Hand or Foot	50%
Sight of One Eye	50%

As used above, "Loss" means the complete severance of a hand or foot at or above the wrist or ankle joint, or the total and irreversible loss of sight in an eye. If an Insured Person suffers the loss or loss of use of more than one of the specified limbs or organs, the percentages payable shall be aggregated but the total sum payable shall not exceed 100% of the amount specified in the Schedule.

If a limb or organ that was partially disabled prior to the Accident becomes totally disabled due to the Injury, the Percentage of Benefit payable shall be determined by the Company, taking into account the extent of disablement caused by the Injury. No compensation shall be payable for the loss of a limb or organ that was already totally disabled before the Accident.

3. Permanent Total Disability Indemnity

If an Insured Person suffers an Injury that results in total and permanent Disability within one hundred eighty (180) days from the date of the Accident, preventing him from engaging in any occupation for compensation or profit for which he is reasonably qualified based on his education, training, or experience, the Company shall pay benefits under this indemnity.

Payment shall be made, provided that the Disability has continued for a period of twelve (12) consecutive months and remains total, continuous, and permanent at the end of this period. The benefit shall be paid at a rate of one (1) percent of the Principal Sum per month, up to a maximum of one hundred (100) months, less any other amount paid or payable under Section E of this Policy as a result of the same Accident.

Exclusions for Section A to D

Unless the Policy expressly provides to the contrary, the Company shall not be liable to pay expenses incurred directly or indirectly, wholly or partly, in connection with and/or for, in relation to any and all of the following:

1. Any Pre-existing Medical Condition. This exclusion shall not apply to an Insured Person who has not undergone any medical underwriting for the Policy and has been insured under the Policy continuously for a minimum of twelve (12) months.
2. Congenital Condition, hereditary condition or Developmental Condition including complications thereof.
3. Human Immunodeficiency Virus (HIV) related Sickness, Disease or Illness, including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutations, derivations or variations thereof, which proceeds from an HIV infection occurring prior to the Coverage Commencement Date. For purposes of this exclusion, an HIV related disability emerging within five (5) years of Coverage Commencement Date will be conclusively presumed to proceed from an HIV infection occurring prior to the effective date of coverage, in the absence of clear and convincing evidence to the contrary.
4. Venereal and sexually transmitted diseases or their sequelae.
5. Any Injury, Sickness, Disease or Illness arising from the misuse, overdose or abuse of drugs or being under the influence of alcohol.
6. Cosmetic, reconstructive or plastic surgery, or any Treatment for the purpose of beautification unless necessitated as a direct result of a Disability arising during the Period of Insurance and covered under the Policy.

7. Dental Treatment or oral care unless it is covered in Dental Benefits under Section D, or emergency Treatment arising from an Accident or the extraction of impacted wisdom teeth during Hospital Confinement. Follow up Treatment from such Hospital Confinement relating to dental Treatment or oral care shall not be covered unless it is payable in Dental Benefits under Section D.
8. Any charges in respect of Treatment or services for correcting visual acuity or refractive error, including but not limited to routine eye tests, LASIK, fitting of spectacles or lens, or any related operational procedure, services and Treatment.
9. Expenses incurred for experimental or unproven medical technology or procedure not in accordance with the standards of good and prudent medical practice. For the purposes of interpreting "standards of good and prudent medical practice", the Company shall consider (a) standards that are based on clinically proven evidence in appropriately reviewed, independent medical journals; (b) relevant specialty body recommendations; and/or (c) the views of specialists practising in the relevant clinical area.
10. Special nursing care, purchase of artificial limbs and prosthetic devices, procurement or use of special braces, appliances or equipment including but not limited to prosthesis for joint, wheel chairs, crutches and hearing aids.
11. Non-medical services, including but not limited to guest meals, radio, telephone, photocopy, taxes (except the Value-Added Tax or Goods and Services Tax for medical services), medical report charges and the like.
12. Alternative Treatment including but not limited to moxibustion, acupuncture, tian jiu, qi gong, ear reflexology, cupping, scraping, hypnotism, rolfing, massage therapy, aroma therapy, naturopathy, hydrotherapy, homeopathy and osteopathy.
13. Organ transplant other than transplantation of a cornea, kidney, heart, liver, lung or bone marrow from one human to another, and excluding costs of acquisition and transportation of the organ and cost of surgery to remove an organ for transplant from a donor.
14. Insomnia and psychological counselling.
15. Any charges for accommodation, nursing and services received in health hydros, nature cure clinics, convalescent home, rest home, home for the aged or similar establishments.
16. Treatment of mental or neurological disorders due to geriatric condition including but not limited to Alzheimer's disease, Senile Dementia and Parkinson's disease.
17. Routine physical examinations and medical check-ups (unless payable under the Routine Medical Check-up benefit), vaccination and immunization injections (unless payable under the Vaccination benefit), hearing tests, Hair Mineral Analysis (HMA), health supplements, over-the-counter medicines, body weight control or tests not incident to Treatment or diagnosis of a covered Injury, Sickness, Disease or Illness.
18. Any Treatment, medical service, medication or investigation which is not Medically Necessary.
19. Proprietary Chinese medicine defined under the Chinese Medicine Ordinance (Cap. 549) of the laws of Hong Kong.
20. Any Injury, Sickness, Disease or Illness for which compensation is payable under any laws or regulations or any other insurance Policy or any other sources except to the extent that such charges are not reimbursed by any such compensation, insurance Policy or sources.
21. Treatment and investigation relating to maternity conditions and its complications, including diagnostic tests for pregnancy or resulting childbirth, abortion or miscarriage; birth control or reversal of birth control; sterilisation or sex reassignment of either sex; infertility including in-vitro fertilisation or any other artificial method of inducing pregnancy; or sexual dysfunction including but not limited to impotence, erectile dysfunction and pre-mature ejaculation, regardless of cause.
22. Any Treatment or referral provided or performed by the Insured Person, the Insured, an insurance intermediary, employer, Employee, Immediate Family Member, or business partner(s) of the Insured Person. For the avoidance of doubt, this exclusion extends to any Treatment, including but not limited to viral warts and skin lesions procedure, performed by:
 - (a) any Employee or Registered Medical Practitioner of the Insured; or
 - (b) any medical facilities, medical aesthetic centres, or entities providing medical or cosmetic services in which the Insured, or any of its directors, shareholders, or beneficial owners (holding 25% or more of the Insured's shares or voting rights), or any of its subsidiaries, affiliates, related entities or Insured Person, holds any ownership interest, financial interest, or other interest.

Treatments or referrals falling under this exclusion will only be eligible for coverage if expressly pre-approved in writing by the Company.

23. Any charges incurred for Operating Theatre, operating room, procedure room or treatment room, and rental of machine or equipment related to viral warts and skin lesions procedure.
24. Hospital Confinement for conditions or purpose which can be properly treated in an outpatient facility. This includes Hospital Confinement solely for the purpose of Routine Medical Check-up, diagnostic imaging or physiotherapy Treatment.

Exclusions for Section E

The Company shall not be liable to any Injury, sickness, death, loss, damage, expense or liability directly or indirectly arising out of, attributed to or in connection with:

1. Engaging in the offshore work, construction site or construction related work.
2. Parachuting or any sporting activities in connection with an aircraft.
3. Hang gliding.
4. Any kind of race (other than on foot or swimming) or trial of speed or reliability.
5. Potholing, mountaineering or rock climbing necessitating the use of guides or ropes.
6. The Insured Person being under the influence of drugs (other than those prescribed by a registered Medical Practitioner but not when prescribed for the Treatment of drug addiction).
7. The Insured Person being under the influence of alcohol, unless it can be established to our reasonable satisfaction by any claimant that alcohol was not a factor contributing to the happening of the Injury.
8. Fighting (except in bona fide self defence), provoked assault, resistance to arrest.
9. Engaging in service or duty with the Police or any armed force or Fire Service or security guard service of any country.
10. Pregnancy, childbirth, (including surgical delivery) miscarriage, abortion, pre-natal, post-natal care or any complications arising from pregnancy.
11. Human Immunodeficiency Virus (HIV) related Sickness, Disease or Illness, including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutations, derivations or variations thereof, which proceeds from an HIV infection.

General Exclusions

The Company shall not be liable to pay expenses incurred directly or indirectly, wholly or partly, in connection with and/or for, in relation to any and all of the following:

1. Flying or travelling in an aircraft other than as a fare-paying passenger with a licenced carrier on a scheduled domestic or international route or on a duly licenced charter service.
2. Engaging in air crew.
3. Engaging in a sport in a professional capacity or where the Insured Person would or could earn income or remuneration from engaging in such sport.
4. Suicide or attempted suicide, intentional self-inflicted Illness or Injury including criminally induced.
5. Illegal acts of the Insured or the Insured Person.
6. Conditions directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
 - (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;

- (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; or
 - (e) any chemical, biological, bio-chemical, or electromagnetic weapon.
7. Conditions directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
- (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
 - (b) any act of terrorism including but not limited to
 - i. the use or threat of force, violence and/or
 - ii. harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents,by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or
 - (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) or (b) above.
8. Sanction Limitation and Exclusion Clause
- This Policy shall not be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America and/or any other applicable national economic or trade sanction law or regulations.

GENERAL PROVISIONS

1. Interpretation

- (a) Throughout this Policy, where the context so requires, words embodying the masculine gender shall include the feminine gender, and words indicating the singular case shall include the plural and vice-versa.
- (b) Headings are for convenience only and shall not affect the interpretation of this Policy.
- (c) A time of day is reference to the time in Hong Kong.
- (d) Unless otherwise provided in any endorsement attached to this Policy, should there be any conflict between the terms and conditions in this Policy and those contained in any other material produced by the Company, these terms and conditions shall prevail.
- (e) Unless otherwise defined, capitalized terms used in this Policy shall have the meanings ascribed to them under the definitions section of these terms and conditions.

2. Company's Limit of Liability

The Company's liability hereunder to pay eligible benefits as a result of Injury, Sickness, Disease or Illness arising out of one cause or related cause(s) shall not exceed the amount specified in the Schedule for each Insured Person.

3. Change of Risk

During the Period of Insurance, the Insured shall give immediate notice to the Company in respect of any change of address, residency, occupation of the Insured or any other change of risk which may affect the cover of this Policy. The Company reserves the right to adjust the premium for any period, in the past or future, to effect such change of risk. The Insured shall pay the additional premium as required.

4. Premium and Benefit Adjustment

In the event of addition or termination or change of benefit level of the Insured Person during the Period of Insurance, the Company is hereby allowed the respective premium adjustment shall be made by endorsement.

Premium shall be calculated on pro-rata basis from the Coverage Commencement Date or termination date of such medical benefit for each Insured Person or such changes on medical benefit.

In the event an Insured Person's Coverage Commencement Date is other than the Policy Inception Date or Policy Anniversary Date as specified in the Schedule, or the Period of Insurance is less than one year due to change of plan or mid-year termination, his actual entitlement to benefits with a per year maximum limit shall be adjusted on a pro-rata basis, i.e. number of days of coverage being divided by number of days of the Period of Insurance and multiplied by the per year maximum limit.

5. Requirement for Referral

Referral is required for particular medical services as specified in the Schedule.

Referrals have the following duration and applicability:

Covered Benefit	Validity Duration
Specialist Medical Practitioner	The referral is valid for 180 days from the date of issuance by a Registered Medical Practitioner. The referral remains valid for follow-up treatments provided that each subsequent treatment is not separated by more than 90 days, and the treatments are performed by a Specialist in the same specialty related to the same Disability. After this period, a new referral is required for further benefits.
Physiotherapist and Chiropractor	The referral is valid for 180 days from the date of issuance by a Registered Medical Practitioner. The referral remains valid for follow-up treatments provided that each subsequent treatment is not separated by more than 90 days, and the treatments are performed by a Registered Physiotherapist or Registered Chiropractor related to the same Disability. After this period, a new referral is required for further benefits.
Diagnostic Imaging and Laboratory Tests	The referral is valid for 180 days from the date of issuance by a Registered Medical Practitioner for diagnostic imaging and laboratory tests. Alternatively, a referral issued by a Registered Chinese Medical Practitioner or Registered Chiropractor is valid for 180 days for X-ray or laboratory tests. Each referral is valid for one use only.

6. Cancellation and Termination

(a) The Insured can cancel this Policy by giving not less than thirty (30) days prior written notice to the Company. The Insured shall, within the first Period of Insurance, be entitled to a refund of part of the premium paid without interest less any indebtedness due and owing under this Policy during the Period of Insurance provided that:

- no claims have been paid or are payable;
- there is no outstanding annual premium under this Policy; and
- all medical cards (if any) and check-up identification letter or coupon (if any) are not being used and are returned to the Company.

Subject to other terms and conditions of this Policy, the premium will then be refunded in accordance with the table below:

Period covered from the Policy Inception Date of the first Period of Insurance	Premium to be refunded
Not exceeding 1 month	75% of annual premium
Not exceeding 2 months	65% of annual premium
Not exceeding 3 months	50% of annual premium
Not exceeding 4 months	40% of annual premium
Not exceeding 6 months	25% of annual premium
Not exceeding 8 months	15% of annual premium
Exceeding 8 months	Nil

Subject to other terms and conditions of this Policy, if cancellation shall take place after this Policy has been renewed upon the expiry of the first Period of Insurance, no premium will be refunded to the Insured.

- (b) This Policy may be cancelled at any time before the end of the Period of Insurance by the Company by issuing written notice of cancellation to the Insured for not less than thirty (30) days before the date of cancellation. A refund of the unearned premium corresponding to the Period of Insurance from the date of cancellation up to the end of the Period of Insurance shall be paid by the Company to the Insured. Cancellation shall be without prejudice to any claims arising prior to the date of cancellation.
- (c) For any cancellation of this Policy, the Company will retain a minimum premium of HK\$1,000 for each Policy irrespective of the above table.
- (d) The Company may cancel coverage for any individual Insured Person within a group if the individual fails to comply with Policy requirements. In such an event, the Company shall provide a pro-rata premium refund for the unexpired portion of the Period of Insurance for that Insured Person.
- (e) The Company reserves the right to terminate this Policy on any premium due date if fewer than the total number of eligible Insured Persons required for group coverage are insured under the Policy. For a non-contributory insurance plan, this threshold shall be 100% of eligible Insured Persons. For a contributory plan, the threshold shall be 75%.
- (f) Either the Insured or the Company may terminate this Policy by providing at least thirty-one (31) days' written notice to the other party before the next premium due date.

7. Territorial Scope of Cover

All benefits described in this Policy are applicable worldwide except where otherwise specified in the Schedule.

8. Ownership of Policy

Unless otherwise expressly provided for by endorsement in the Policy, the Company shall be entitled to treat the Insured as the absolute owner of the Policy. The Company shall not be bound to recognize any equitable or other claim to or interest in the Policy, and the receipt of the Policy or a benefit by the Insured (by his legal or authorised representative) alone shall be an effectual discharge.

9. Conditions Precedent to any Liability

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

- (a) The Company being furnished with an enrolment form which contains all the required statements and declarations to be provided by the Insured and Insured Person (by a parent or duly appointed guardian if the Insured Person is a minor).
- (b) The truth of all statements and declarations made in respect to any claim made against the Company by an Insured and Insured Person under the provisions of this Policy.
- (c) The due observance and fulfilment of the terms and conditions of this Policy and endorsements to it insofar as they relate to anything be done or complied with by the Insured and Insured Person which shall be factors precedent to any liability to the Insured and Insured Person by the Company.

10. Institution against Third Parties

Nothing in this Policy shall render the Company liable to indemnify, join, respond to or defend any suit for damages for any cause or reason which may be instituted by the Insured or an Insured Person against any Registered Medical Practitioner, Hospital or medical service Provider nominated under this Policy, including but not limited to any suit for negligence, malpractice, professional misconduct or other cause in relation to or arising out of the Treatment or examination of any Insured Person under the terms of this Policy.

11. Misstatement of Personal Information

Without prejudice to the Company's rights in the case of misrepresentation and fraud, if an Insured Person's health or non-health related information (including but not limited to age, date of birth or sex) is misstated in the prescribed form or document submitted to the Company, the Company may adjust the premium, for the past, current or future Policy period, on the basis of the correct information. Should the additional premium is required, no benefits shall be payable unless the additional premium has been paid.

Where an Insured Person would not have satisfied the insurability requirements on the basis of the correct information, the Company shall have the right to refuse to provide coverage for the Insured Person. If an Insured Person who is not insurable according to the Company's requirements and his entire insurance shall be void, the Company shall have the right to demand refund of the benefits previously paid and the obligation to refund the premium received in respect of the Insured Person.

12. Misrepresentation or Fraud

The Company has the right to declare this Policy void, demand refund of the benefits previously paid and or refuse to provide coverage under this Policy and notify the Insured that no cover shall be provided for Insured Person(s) in case of any of the following events:

- (a) any material fact affecting the risk assessment by the Company is incorrectly stated in or omitted from the Application made by the Insured at the time of Application or any time thereafter;
- (b) this Policy or any Renewal thereof is obtained through any misrepresentation or suppression;
- (c) any claims submitted is fraudulent or exaggerated; or
- (d) any declaration or statement in support of the Application or any claims is untrue.

13. Subrogation

The Company shall have the right to proceed at its own expense in the name of the Insured and/or the Insured Person(s) against any third party who may be responsible for events giving rise to such benefit claims under this Policy. Any amount recovered from any such third party shall belong to the Company to the extent of the amount of benefits payable under this Policy. The Insured and/or the Insured Person(s) must provide full details in his possession or within his knowledge on the fault of the third party and fully cooperate with the Company in the recovery action. For the avoidance of doubt, the above subrogation right shall only apply if the third party is not the Insured or the Insured Person(s).

14. Data Required and Clerical Errors

The Insured shall keep a record with respect to each Insured Person under this Policy, showing the Insured Person's name, sex, date of birth, the date insurance became effective, the date insurance terminated, and such other data as may be necessary to carry out the terms of this Policy.

Clerical errors in keeping the records shall not invalidate insurance otherwise validly in force nor continue insurance otherwise validly terminated, but upon the discovery of such error, an equitable adjustment shall be made.

The Insured shall furnish the Company with all information and proof which the Company may reasonably require with regard to any matters pertaining to the Policy. All documents furnished to the Insured by an Insured Person in connection with the insurance, and other records as may have a bearing on the insurance under this Policy, shall be open for inspection by the Company at all reasonable times.

15. Take-over Policy (if applicable)

If this Policy shall have commenced immediately upon termination of a preceding Policy from another insurer, and subject to the Company's approval in writing, and provided that the Company shall have prior to the effective date been provided with a copy of such preceding Policy, the following shall apply:

If an Insured Person shall have afflicted with a medical Disability at the time this Policy commenced (and for which benefits would have been available to him under the preceding Policy as if it remained in force), such Insured Person shall continue to be covered for the existing Disability based on the benefits provided under the provisions of this Policy.

16. Change of Benefits

Any change of benefits or coverage under this Policy as requested by the Insured shall only take effect at Renewal and upon approval by the Company.

If the eligible benefits to any Insured Person under this Policy are upgraded to a higher class of Hospitalisation and Surgical Benefit or Outpatient Benefit while the Policy is in force or upon Renewal, and the Insured Person is already suffering from a Disability at the time of the benefit upgrade, the limit of benefits payable for that pre-existing Disability shall not exceed the limit of benefits applicable before the benefit upgrade.

If a change in benefits become effective after an Insured Person is admitted to a Hospital, the Company shall pay benefits based on the benefit plan in effect on the date of admission.

17. Notice to the Company

All notices required to be given by the Insured to the Company must be in writing addressed to the Company, and no alteration in the terms of this Policy, nor any endorsement thereon, will be held valid unless the same is signed or initialled by an authorised representative of the Company.

18. Currency

All the amounts payable to or by the Company shall be made in Hong Kong dollars or in the currency specified in the Schedule. Any claims for reimbursement of medical expenses made by the Insured Person in any currency other than Hong Kong dollars shall be converted to Hong Kong dollars or to the currency specified in the Schedule. The currency exchange rate is solely determined by the Company with reference to the prevailing market rate.

19. Other Insurance or Sources

If the Insured Person has other insurance coverage in addition to this Policy, the Insured Person may submit claims under either this Policy or the other insurance coverage. However, if any eligible expenses have already been compensated in whole or in part by another insurance policy or any other source, the Company shall only be liable to pay the remaining unpaid portion of the eligible expenses, if any, up to the maximum limit of benefits provided under this Policy. In no event shall the total compensation from all sources exceed the actual expenses incurred.

20. Reinstatement

The Insured may apply for the reinstatement of coverage terminated due to non-payment of premium subject to the consent of the Company, provided that all due and unpaid premiums and any interest or reinstatement fee that may be required by the Company are paid in full.

21. Disappearance

If the body of the Insured Person has not been found within one year after the date of the disappearance, sinking or wrecking of the aircraft or other conveyance either on the ground or at sea in which he was travelling at the time of the Injury and under such circumstances as would otherwise be covered hereunder, it will be presumed that the Insured Person suffered loss of life resulting from Injury caused by an Accident covered by this Policy at the time of such disappearance, sinking or wrecking, provided that if at any time after payment has been made by the Company in settlement of such a claim the Insured Person is found to be living any sum so paid by the Company shall be refunded forthwith.

22. Applicable Law

This Policy, and all rights, obligations and liabilities arising hereunder, shall be construed and determined and may be enforced in accordance with the laws of Hong Kong.

23. No Third Party Rights

Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) of the laws of Hong Kong to enforce any terms of this Policy.

24. Use of the Medical Card (if applicable)

Subject to the terms and conditions as stipulated in the Policy, the Insured Person may use the medical card to obtain direct billing service for medical services from a Provider within the Network. Use of the medical card constitutes acceptance of the following terms and conditions issued under the medical card:

- (a) The Insured Person is required to present the medical card along with their HKID card/Passport upon registration. The Provider within the Network will verify Insured Person's eligibility and provide direct billing service to Insured Person.
- (b) The medical card is not transferable. The Insured Person shall assume full responsibility for any improper use of the medical card.
- (c) The medical card will immediately cease to be valid upon cancellation or termination of either the Policy or the coverage of the Insured Person. The Insured Person will be responsible for returning the medical card to the Company.
- (d) The Insured Person must immediately report any theft, loss or damage of the medical card to the Company. The Insured Person must indemnify the Company for any loss involving any misuse of the stolen or lost medical card unless and until such incident has reported to the Company in writing.
- (e) In the event that the Insured Person using the medical card incurs a cost which exceeds the benefit limits or is not eligible under this Policy, the Insured Person shall reimburse the Company for the shortfall within thirty (30) days of receipt of a shortfall invoice or advice from the Company.

25. Claims Shortfall Recovery

In the event that the medical expense incurred by the Insured Person, while using the medical card or guarantee of payment service, exceeds the limit of the benefit coverage or is not recoverable under the Policy, the Insured Person shall reimburse the Company the shortfall amount within thirty (30) days upon receipt of the shortfall invoice or advice from the Company.

In the event that the Insured Person does not settle the shortfall amount within sixty (60) days upon receipt of the shortfall invoice or advice, the Company reserves the right to suspend the medical card service and coverage associated with its use and set-off and deduct such amount from any subsequent claim payment payable to the Insured Person.

If the Insured Person fails to repay any outstanding shortfall amount to the Company, the Insured shall be responsible to reimburse such outstanding shortfall amount to the Company.

SCHEDULE OF SURGICAL OPERATIONS

Description of Surgical Operations	Classification
Adrenal Operations	
Adrenalectomy (laparoscopic/retroperitoneoscopic)	Major
Bilateral adrenalectomy	Complex
Cardiac Operations	
Pericardiocentesis	Minor
Insertion/replacement of pacemaker	Intermediate
Balloon dilation of pulmonary artery	Major
Electrophysiological study	Major
Percutaneous transluminal coronary angioplasty (PTCA) & related procedures	Major
Pulmonary Valvotomy	Major
Balloon/Transluminal laser / Transluminal Radiofrequency	Major
Coronary artery bypass graft	Complex
Replacement of valve	Complex
Ear Operations	
Excision/destruction of lesion of external ear	Minor
Myringotomy with/without insertion of tube	Minor
Suture of auricle/laceration of external ear	Minor
Excision of pre-auricular sinus	Minor
Incision of middle ear	Intermediate
Myringoplasty	Intermediate
Labyrinthectomy	Major
Simple mastoidectomy	Major
Tympanoplasty	Major
Eye Operations	
Excision/removal of lesion of eyelid	Minor
Probing with/without syringing of lacrimal canaliculi/nasolacrimal duct	Minor
Laser capsulotomy	Minor
Repair of entropion or ectropion	Minor
Mechanical vitrectomy / Removal of vitreous	Intermediate
Operation on pterygium	Intermediate
Thermokeratoplasty	Intermediate
Trabeculoplasty by laser	Intermediate
Capsulotomy of lens	Intermediate
Retinal detachment operations	Intermediate
Retinal tear operations	Intermediate
Dacryocystorhinostomy (DCR)	Major
Extracapsular extraction of lens	Major
Extraction of lens	Major
Intracapsular extraction of lens	Major
Pneumatic retinopexy	Major
Repair of retinal tear/detachment with buckle	Major
Scleral buckling/encircling of retinal detachment	Major
Trabeculectomy	Major
Circling/buckling with vitrectomy	Complex
Gastrointestinal Operations	
Colonoscopy with/without biopsy	Minor
Excision of lesion or tissue of anus	Minor
OGD with/without removal of foreign body (oesophageal)	Minor
Ligation of haemorrhoids	Minor
Sigmoidoscopy with/without biopsy	Minor
Appendectomy (open/laparoscopic)	Intermediate
Colonoscopy with excision of lesion of large intestine	Intermediate
Destruction of haemorrhoids by cryotherapy/cauterization	Intermediate
Endoscopic retrograde cholangiography (ERC)	Intermediate
Fistulectomy under general anaesthesia	Intermediate
Haemorrhoidectomy	Intermediate
Herniotomy of hernia hydrocele	Intermediate
Laparoscopy	Intermediate
OGD with ligation/banding of oesophageal/gastric varices	Intermediate
Cholecystectomy, total/partial (open/laparoscopic)	Major
Laparoscopic anterior resection of rectum	Major
Laparoscopic hemicolectomy	Major
Laparoscopic hernia repair	Major
Lobectomy of liver/Hemihepatectomy	Complex
Total colectomy	Complex

Description of Surgical Operations	Classification
Gynaecological Operations	Minor
Biopsy of uterus with/without hysteroscopy	Minor
Conization of cervix	Minor
Destruction of lesion of cervix by cryosurgery/cauterization/laser/excision	Minor
Destruction of lesion of vagina by laser	Minor
Dilation & curettage of uterus	Minor
Excisional biopsy of vulva	Minor
Loop diathermy excision of lesion of cervix	Minor
Marsupialization of Bartholin's gland	Intermediate
Endometrial ablation/division	Intermediate
Hysteroscopy with excision/destruction of uterus & supporting structures	Intermediate
Oophorectomy	Intermediate
Repair of cystocele	Intermediate
Repair of rectocele	Intermediate
Suture of laceration of cervix/uterus/vagina	Intermediate
Uterine myomectomy, vaginal approach	Major
Excision or destruction of ovary (open/laparoscopic)	Major
Laparoscopically assisted vaginal hysterectomy	Major
Marsupialization of ovarian cyst (open/laparoscopic)	Major
Pelvic floor repair	Major
Radical vaginal hysterectomy	Major
Repair of cystocele and rectocele	Major
Salpingo-oophorectomy, bilateral/unilateral (open/laparoscopic)	Major
Total abdominal hysterectomy with/without salpingo-oophorectomy	Major
Total laparoscopic hysterectomy	Major
Uterine myomectomy, abdominal approach	Major
Vaginal hysterectomy	Major
Vaginal hysterectomy with repair of cystocele	Complex
Radical abdominal hysterectomy	Complex
Vaginal hysterectomy with repair of cystocele & rectocele	Complex
Wertheim's hysterectomy	Minor
Lower Respiratory Operations	
Closed (percutaneous)(needle) biopsy of lung	Minor
Fibre-optic bronchoscopy	Minor
Thoracentesis/chest tapping	Minor
Endoscopic biopsy of lung	Minor
Thoracoscopy	Intermediate
Thoracotomy/revision, with/without drainage	Major
Excision of lesion or tissue of diaphragm	Major
Excision or destruction of lesion or tissue of mediastinum/chest wall	Major
Exploratory thoracotomy	Major
Resection/Excision/Incision of lung	Major
Segmental resection of lung	Major
Complete pneumonectomy	Complex
Lobectomy of lung	Complex
Lymphatic Operations	
Axillary lymph node sampling/Fine needle aspiration cytology	Minor
Biopsy/Excision of superficial lymph nodes/Simple excision of other lymphatic structure	Minor
Bilateral inguinal lymphadenectomy	Intermediate
Excision of deep cervical lymph node	Intermediate
Excision of lymph node/lymphangioma/cystic hygroma	Intermediate
Cervical lymphadenectomy	Intermediate
Pelvic lymphadenectomy, radical	Major
Splenectomy	Major
Wide excision of axillary lymph node/Axillary clearance	Major
Neck dissection	Major
Radical groin dissection	Major
Male Genital Operations	
Circumcision	Minor
Epididymectomy	Intermediate
Excision/high ligation of hydrocele	Intermediate
Excision of epididymal mass/cyst	Intermediate
Exploration of testis	Intermediate
Incision of prostate	Intermediate
Orchiopexy, unilateral	Intermediate
High ligation of spermatic vein/varicocelelectomy	Major
Local excision of lesion of prostate	Major

Description of Surgical Operations	Classification
Male Genital Operations	
Transurethral prostatectomy	Major
Radical prostatectomy (open/laparoscopic)	Complex
Maxillo-facial Operations	
Closed reduction of maxillary/mandibular fracture	Intermediate
Closed reduction and fixation of fracture mandible	Intermediate
Mandibulectomy for benign disease	Intermediate
Open reduction of maxillary/mandibular fracture	Major
Mandibulectomy for malignant disease Osteoplasty (osteotomy) of maxilla	Major
Nose, Mouth & Pharynx Operations	
Adenoidectomy	Minor
Control of epistaxis by cauterization and packing	Minor
Excision of lesion of nose	Minor
Incision and drainage of tonsil and peritonsillar structure	Minor
Excision of oral cavity lesion	Minor
Polypectomy of nose	Minor
Excision of lesion of tonsil and adenoid	Intermediate
Septoplasty	Intermediate
Submucous resection of nasal septum with/without Septoplasty	Intermediate
Tonsillectomy with/without adenoidectomy	Intermediate
Excision of lesion of maxillary sinus with Caldwell Luc Approach	Intermediate
Laser assisted Uvulopalatoplasty	Intermediate
Partial Parotidectomy	Major
Excision of malignant tumour, mandible	Major
Functional Endoscopic Sinus Surgery	Major
Neurosurgery Operations	
Ventricular shunt to structure in head and neck	Major
Burr hole for drainage of chronic subdural haematoma	Major
Excision of lesion of skull	Major
Cranioplasty	Major
Radiosurgery for acoustic neuroma	Major
Craniectomy	Complex
Excision of lesion or tissue of cerebral meninges	Complex
Excision of pituitary gland, transsphenoidal approach	Complex
Craniotomy for excision of brain tumour	Complex
Excision of acoustic neuroma, open	Complex
Orthopaedic Operations	
Release of tendon sheath by incision	Minor
Joint aspiration/injection	Minor
Muscle biopsy	Minor
Removal of implants from bone (except deep bone of thigh)	Minor
Closed reduction of fracture of finger without internal fixation	Minor
Application of POP cast	Minor
Change in muscle or tendon length	Intermediate
Removal of implants from bone of thigh, deep	Intermediate
Closed reduction of fracture without internal fixation (except finger/thigh)	Intermediate
Closed reduction of dislocation (except hip)	Intermediate
Synovectomy (except hand & finger)	Intermediate
Arthroscopy (except hip)	Intermediate
Fasciectomy	Intermediate
Excision of ganglion/lesion of tendon sheath	Intermediate
Meniscectomy knee	Intermediate
Open reduction with internal fixation of fracture of finger, hand & toe	Intermediate
Suture of tendon	Intermediate
Achilles tendon repair	Major
Closed reduction of fracture of thigh without internal fixation	Major
Open reduction of dislocation of hip	Major
Arthroscopic meniscectomy	Major
Repair of meniscus	Major
Laminectomy with discectomy	Major
Anterior spinal fusion, cervical	Major
Partial hip replacement	Major
Open reduction with internal fixation of fracture (except finger, hand & toe)	Major
Anterior spinal fusion (except cervical)	Complex
Total hip replacement	Complex
Total shoulder replacement	Complex

Description of Surgical Operations	Classification
Renal Operations	
Cystoscopy with/without biopsy	Minor
Cystoscopy and related therapeutic operations	Intermediate
Cystotomy/Suprapubic cystotomy/lithotomy	Intermediate
Extracorporeal shock wave lithotripsy (ESWL)	Intermediate
Dilation of bladder neck	Intermediate
Laser ablation of bladder tumour	Intermediate
Repair of urinary stress incontinence	Major
Suprapubic sling operation	Major
Nephrectomy (open/laparoscopic/retroperitoneoscopic)	Major
Radical Nephrectomy (open/laparoscopic/retroperitoneoscopic)	Major
Cystoplasty	Complex
Total/Radical Cystectomy (open/laparoscopic)	Complex
Skin and Breast Operations	
Local excision or destruction of lesion or tissue of skin & subcutaneous tissue	Minor
Incision with removal of foreign body from skin & subcutaneous tissue	Minor
Wedge resection of in-growing toe nail	Minor
Fine needle aspiration of breast cyst	Minor
Exploration of skin wound	Intermediate
Excision or destruction of breast tissue/nipple	Intermediate
Radical excision of skin lesion	Intermediate
Subtotal mastectomy	Intermediate
Simple mastectomy	Intermediate
Mastectomy (except subtotal & simple)	Major
Spine Operations	
Lumbar puncture	Minor
Neurolisis (chemical destroy of a nerve)	Intermediate
Neuroplasty	Intermediate
Release of carpal/tarsal tunnel	Intermediate
Removal of spinal neurostimulator	Intermediate
Exploration and decompression of spinal canal	Major
Excision of intraspinal lesion, intradural/extradural	Complex
Excision of lesion of spinal cord	Complex
Thyroid Operations	
Aspiration of thyroid field	Minor
Excision of thyroglossal duct or tract	Intermediate
Thyroidectomy, complete/para/subtotal	Major
Excision of thymus	Major
Upper Respiratory Operations	
Endoscopic biopsy of larynx, open	Minor
Excision or destruction of lesion or tissue of larynx	Minor
Excision of bilateral vocal polyp	Minor
Stripping of vocal cords/larynx	Minor
Tracheostomy	Minor
Local excision or destruction of lesion or tissue of trachea	Intermediate
Vascular Operations	
Arterial Catheterization/Insertion of venous catheter	Minor
Arteriovenostomy for renal dialysis	Minor
Venous / haemodialysis catheterization	Minor

NOTE :

If the operation performed is not shown in the Classification Schedule of Surgical Operations, the Company reserves the right to determine the Classification for such operation. We shall take reference from the Government Gazette which are applying to public and subvented hospitals in Hong Kong, or relative value unit (RVU) which is published by the American Medical Association (AMA) to determine the classification of such operation.