

## **Terms and Conditions for Credit Facilities Services**

Policy number:

Policy Holder:

Policy Effective Date:

Type of the Certified Plan: "Flexi Plan"

Name of the Certified Plan: Blue Cross Love Yourself VHIS Plan

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The other services described in the following additions are incorporated in this Policy as from the above "Policy Effective Date":

Credit Facilities Services may be offered to the Insured Person subject to the final approval of the Company.

### **1. Healthcare card**

The usage of the healthcare card (if applicable) should at all times be subject to the terms and conditions for using the healthcare card prescribed by the Company. Such terms and conditions shall form part of this Policy and the Company may amend such terms and conditions from time to time. For an updated version of such terms and conditions, please refer to the "Blue Cross Healthcare Card – User Guide" on the Company's website at <http://www.bluecross.com.hk>.

The Policy Holder and the Insured Person shall also be liable to the Company for any amount incurred as a result of the use of an unreturned, lost or stolen healthcare card. A handling fee will be charged for the replacement of the healthcare card.

### **2. Direct billing and settlement**

An arrangement for direct billing and settlement of medical expenses may be made between the Company and designated healthcare services providers up to the maximum benefit limit of corresponding Medical Services of the Insured Person as specified in the Benefit Schedule. The Policy Holder and the Insured Person are liable for any ineligible expenses which are not covered by this Policy or any expenses exceeding the maximum benefit limit, which have been charged to the Credit Facilities Services. The Policy Holder and the Insured Person shall be liable to reimburse the Company immediately for all ineligible or excessive expenses incurred upon written demand. An interest will be charged at the prevailing interest rate on any amount that remains overdue for more than 30 days. For an updated version of such procedures, please refer to the "No Hospital Bills To Pay Service" on the Company's website at <http://www.bluecross.com.hk>.

The Company reserves the right to withhold payment of any claim if there is any outstanding charge back amount under this Policy.

The Company may withdraw or suspend the Credit Facilities Services anytime upon written notice. All matters and disputes in relation to the Credit Facilities Services will be subject to the final decision of the Company.

(These services/benefits do not form part of the VHIS certified plan.)

**Definitions**

Terms defined below and any other terms defined in this terms and conditions for Credit Facilities Services shall only be applicable to this terms and conditions for Credit Facilities Services and shall have the same meaning wherever used within this terms and conditions for Credit Facilities Services unless the context otherwise requires.

**“Credit Facilities Services”** shall mean the credit facilities services offered by the Company and more particularly set out in these terms and conditions for Credit Facilities Services.

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Authorised signature  
Policy Issuance Date:

(These services/benefits do not form part of the VHIS certified plan.)

## Terms and Conditions for Second Medical Opinion

Policy number:

Policy Holder:

Policy Effective Date:

Type of the Certified Plan: "Flexi Plan"

Name of the Certified Plan: Blue Cross Love Yourself VHIS Plan

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The other services described in the following additions are incorporated in this Policy as from the above "Policy Effective Date":

Second Medical Opinion may be offered to the Insured Person subject to the final approval of the Company.

If, upon medical consultation, an Insured Person is suspected of suffering from or has been diagnosed by a Registered Medical Practitioner with any medical conditions as defined below ("**Qualifying Medical Conditions**"), upon the request of the Insured Person, a Second Medical Opinion service will be provided by MediGuide International, LLC ("**MediGuide**"), or other service provider appointed by the Company from time to time.

For the avoidance of doubt, Qualifying Medical Conditions shall mean any Disabilities except that:

- a) the Insured Person has not been given an official diagnosis by his attending Registered Medical Practitioner in respect of such Disability;
- b) the Insured Person has not been evaluated by his attending Registered Medical Practitioner in respect of such Disability within the last 12 months prior to the date of the Insured Person's request for SMO service; or
- c) in the opinion of MediGuide or other service provider appointed by the Company from time to time:-
  - (i) such Disability is acute and life-threatening; or
  - (ii) physical evaluation is required for such Disability such as mental illnesses.

Procedure: The Insured Person or his representative(s) shall contact MediGuide's local representative by calling (852) 8101-3682 anytime to open a medical second opinion case.

The party making such call will be required to provide the "Policy Number" as stated in the Policy Schedule and the name of the Insured Person to MediGuide. After validation of coverage eligibility, the SMO service will be arranged by MediGuide.

Provision of the required documents, medical proof and information in respect of the Insured Person to MediGuide shall be a condition precedent to process the request. After MediGuide receives all the necessary information, it will suggest 3 world leading medical centres for provision of the SMO service and the Insured Person may choose 1 of them for evaluation of the diagnosis and recommendation of the most appropriate treatment. The selected medical centre will reply to the Insured Person with a written medical report

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within 10 business days from receipt of the required documents, medical proof and information of the Insured Person by the selected medical centre.

### **Limitations to Liabilities**

1. All service providers rendering services to the Insured Person under these terms and conditions for Second Medical Opinion are not employees, agents or servants of the Company. Accordingly, the service providers shall be responsible for their own acts, and the Insured Person shall not have any recourse or claim against the Company in connection with any services rendered by the service providers.
2. The Company assumes no liability in any manner and shall not be liable for any loss arising out of or howsoever caused by any advice given or services rendered by or any acts or omissions of any service providers.
3. The Company shall not be held responsible for any failure or delay to provide the SMO service on the part of the service provider if such failure or delay is caused by or contributed to by acts of God, or any circumstances and conditions beyond their control, including but not limited to, any administrative, political or government impediment, strike, industrial action, riot, civil commotion, or any form of political unrest (including but not limited to war, terrorism, insurrection), adverse weather conditions, flight conditions or situations where the provision of the SMO service is prohibited or delayed by local laws, regulators or regulatory agencies.
4. Any request for the use of the SMO service is made of the Insured Person's own accord. The Insured Person shall be solely responsible for all costs incurred in receiving any treatment as recommended by the service provider. A recommendation of treatment by the service provider does not imply or represent consent on the part of the Company to reimburse or be held liable for any expenses in relation to such treatment. In no event shall the Company be liable under these terms and conditions for Second Medical Opinion for any incidental, special, consequential or indirect loss, damages, costs, charges, fees or expenses arising from the provision of the SMO service.

### **Definitions**

Terms defined below and any other terms defined in these terms and conditions for Second Medical Opinion shall only be applicable to these terms and conditions for Second Medical Opinion and shall have the same meaning wherever used within these terms and conditions for Second Medical Opinion unless the context otherwise requires.

<b>“Second Medical Opinion” or “SMO”</b>	shall mean the second medical opinion service offered by the Company and more particularly set out in these terms and conditions for Second Medical Opinion.
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## Terms and Conditions for Health & Wellness Benefit

Policy number:

Policy Holder:

Policy Effective Date:

Type of the Certified Plan: "Flexi Plan"

Name of the Certified Plan: Blue Cross Love Yourself VHIS Plan

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Notwithstanding anything to the contrary contained in this Policy, whereas the Company has agreed to offer the Health & Wellness Benefit described in this Policy, the terms and conditions of these Terms and Conditions for Health & Wellness Benefit are incorporated in this Policy as from the above "Policy Effective Date":

The amount of expenses payable under these Terms and Conditions for Health & Wellness Benefit shall be subject to the amount stated below and the amount of expenses payable shall not exceed the actual costs incurred.

If this Policy has been in force for three (3) consecutive Policy Years from the Policy Effective Date; and if the Insured Person incurred expenses of the Wellness Activity in the Policy Year after the third Policy Year, the Company shall, upon receiving satisfactory proof, reimburse the actual expenses for such Wellness Activity once up to a maximum limit of HKD1,500.

For the avoidance of doubt, the expenses shall be reimbursed only once every three (3) consecutive Policy Years, and the expenses of the Wellness Activity must be incurred within the immediately following Policy Year. If no claim has been made for reimbursement in accordance with the Terms and Conditions for Health & Wellness Benefit, any unused benefit shall be forfeited and cannot be carried forward or cashed out.

For the purpose of these Terms and Conditions for Health & Wellness Benefit, a Wellness Activity shall mean any of the following activities:

- (a) Booking of travel arrangements (including sea, land or air transportation, accommodation, sightseeing tours and visa fees);
- (b) Purchase of travel insurance or medical insurance policies underwritten by the Company;
- (c) Purchase of fitness-related equipment, subscription of fitness-related courses and gym membership;
- (d) Enrollment into wellness course / training or workshops regarding mental health and wellbeing (including preventive mental health); or
- (e) Vaccination / health screening at the service providers as may be designated by the Company from time to time.

For item (b) above, the "insured person" covered under the said travel insurance or medical insurance policy must be the same as the Insured Person of this Policy.

The Insured Person shall submit the claim for reimbursement to the Company within ninety (90) days from the date of payment of the expense and provide a proof of such Wellness Activity (i.e. original receipt with breakdown of items / payment certificate / payment record showing the Insured Person's name) to the satisfaction of the Company.

In addition, the Company may require the Insured Person to provide any other relevant information to the satisfaction of the Company.

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Policy Issuance Date:

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## Terms and Conditions for Optional Outpatient Benefits

Policy number:

Policy Holder:

Policy Effective Date:

Type of the Certified Plan: "Flexi Plan"

Name of the Certified Plan: Blue Cross Love Yourself VHIS Plan

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Notwithstanding anything to the contrary contained in this Policy, whereas the Company has agreed to provide the benefits described in this Policy, the terms and conditions of these Terms and Conditions for Optional Outpatient Benefits are incorporated in this Policy as from the above "Policy Effective Date":

The amount of expenses payable under these Terms and Conditions for Optional Outpatient Benefits shall be subject to the limits as stated in the Benefit Schedule – Optional Outpatient Benefits (Standard and Superior) and the amount of expenses payable shall not exceed the actual costs for services provided, if applicable.

The terms of these Terms and Conditions for Optional Outpatient Benefits are available only if the Policy Holder or Insured Person has opted for these benefits under the Policy.

If during the period of time while these benefits are in force, the Insured Person, as a result of a Disability, is treated in a clinic or the outpatient department of a Hospital as an outpatient or day patient, Eligible Expenses shall be payable by the Company in respect of the following:

1. **General practitioner's consultation** – charges for the consultation rendered by a Registered Medical Practitioner and charges for medicine dispensed at the clinic or Hospital where the medical consultation takes place.
2. **Chinese medicine practitioner treatment** – charges for the consultation rendered by a Chinese Medicine Practitioner for Chinese medicine treatment, including general practice, bone-setting and acupuncture and charges for medicine dispensed at the clinic or Hospital where the medical consultation takes place.
3. **Specialist's consultation** – charges for the consultation rendered by a Specialist upon the written recommendation of a Registered Medical Practitioner and charges for medicine dispensed at the clinic or Hospital where the medical consultation takes place.
4. **Diagnostic X-rays and laboratory tests** – charges for X-rays; ultrasounds; advanced imaging such as magnetic resonance imaging ("MRI" scan), computed tomography ("CT" scan), positron emission tomography ("PET" scan); electrocardiogram and laboratory tests upon the written recommendation of a Registered Medical Practitioner for diagnostic purposes.
5. **Physiotherapy services** – charges for the services rendered by a Physiotherapist.
6. **Chiropractic services** – charges for the services rendered by a Chiropractor.
7. **Psychiatric treatment (including medication)** – (i) charges for psychiatric-related consultation, psychiatric treatment or acupuncture caused by psychiatric-related condition rendered by a Registered Medical Practitioner or Chinese Medicine Practitioner and (ii) charges for medicine dispensed at the clinic or Hospital where such psychiatric-related treatment takes place.

If the expenses incurred under this benefit item (Psychiatric treatment (including medication)) are also covered under other benefit items of the Terms and Conditions for Optional Outpatient Benefit, the expenses shall be exclusively paid under this benefit item and no benefit shall be payable under other benefit items of the Terms and Conditions for Optional Outpatient Benefit. Where a Medically Necessary treatment or service (including (i) diagnostic imaging and laboratory tests recommended by a Registered Medical Practitioner and (ii) psychological consultation rendered by a Qualified Clinical Psychologist upon the referral of a Specialist in psychiatry) is solely for the purpose of psychiatric-related

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consultation, the Eligible Expenses for such Medically Necessary treatment or service shall only be payable under this benefit item.

For the avoidance of doubt, psychiatric-related consultation rendered by a (i) Qualified Clinical Psychologist upon the written referral of a Specialist in psychiatry or (ii) Specialist in psychiatry upon the written referral of a Registered Medical Practitioner shall fall within this benefit item.

### **Definitions**

Terms defined below and any other terms defined in these Terms and Conditions for Optional Outpatient Benefits shall only be applicable to these Terms and Conditions for Optional Outpatient Benefits and shall have the same meaning wherever used within these Terms and Conditions for Optional Outpatient Benefits unless the context otherwise requires.

<b>“Chinese Medicine Practitioner”</b>	shall mean a Chinese medicine practitioner who is a) duly registered with the Chinese Medicine Council of Hong Kong pursuant to the Chinese Medicine Ordinance (Cap. 549 of the Laws of Hong Kong) or in relation to jurisdictions outside of Hong Kong, a body of equivalent standing; and b) legally authorised for practising Chinese medicine in the locality where the treatment is provided to an Insured Person, but in no circumstance shall include the Insured Person, the Policy Holder, an insurance intermediary or an employer, employee, Immediate Family Member or business partner(s) of the Policy Holder and/or the Insured Person(s).
<b>“Chiropractor”</b>	shall mean a person who is a) duly registered with the Chiropractors Council pursuant to the Chiropractors Registration Ordinance (Cap. 428 of the Laws of Hong Kong) or in relation to jurisdictions outside of Hong Kong, a body of equivalent standing; and b) legally authorised for practising chiropractic in the locality where the treatment is provided to an Insured Person, but in no circumstance shall include the Insured Person, the Policy Holder, an insurance intermediary or an employer, employee, Immediate Family Member or business partner(s) of the Policy Holder and/or the Insured Person(s).
<b>“Immediate Family Member”</b>	shall mean a person’s spouse, children, parents, brothers or sisters, grandparents, grandchildren, legal guardian or parents-in-law.
<b>“Physiotherapist”</b>	shall mean a person 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 in relation to jurisdictions outside of Hong Kong, a body of equivalent standing; and b) legally authorised for practising physiotherapy in the locality where the treatment is provided to an Insured Person, but in no circumstance shall include the Insured Person, the Policyholder, an insurance intermediary or an employer, employee, Immediate Family Member or business partner(s) of the Policy Holder and/or the Insured Person(s).

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**“Qualified Clinical Psychologist”**

shall mean a person who a) possesses the professional qualification to practise as a clinical psychologist in the locality where the treatment is provided; and b) holds a post-graduate degree in clinical psychology from a regionally accredited graduate or professional school but in no circumstance shall include the Insured Person, the Policy Holder, an insurance intermediary or an employer, employee, Immediate Family Member or business partner(s) of the Policy Holder and/or Insured Person(s).

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Authorised signature  
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## Terms and Conditions for Optional Dental Benefits

Policy number:

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Type of the Certified Plan: "Flexi Plan"

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Notwithstanding anything to the contrary contained in this Policy, whereas the Company has agreed to provide the benefits described in this Policy, the terms and conditions of these Terms and Conditions for Optional Dental Benefits are incorporated in this Policy as from the above "Policy Effective Date":

The amount of expenses payable under these Terms and Conditions for Optional Dental Benefits shall be subject to the limits as stated in the Benefit Schedule – Optional Dental Benefits (Plan A and B) and the amount of expenses payable shall not exceed the actual costs for services provided, if applicable. The terms of these Terms and Conditions for Optional Dental Benefits are available only if the Policy Holder or Insured Person has opted for these benefits under the Policy.

If during the period of time while these benefits are in force, the Insured Person, as a result of a Dental Condition or Injury, is treated in an approved dental facility, Eligible Expenses shall be payable in respect of the following:

1. **Oral examination and scale & polish** – if an Insured Person receives an oral examination or scaling and polishing performed by a Dentist in an approved dental facility, the Company shall reimburse the Reasonable and Customary charges incurred.
2. **Dental Treatments** – if an Insured Person, as a result of a Dental Condition or an Injury, receives any of the following treatments or services performed by a Dentist in an approved dental facility, Eligible Expenses in respect of the following shall be payable by the Company:
  - (a) X-rays required prior to performance of dental service;
  - (b) Medication for dental treatments as prescribed by a Dentist;
  - (c) Abscesses;
  - (d) Fillings;
  - (e) Extractions;
  - (f) Pins for cusp restoration;
  - (g) Dentures (as a result of an Accident only);
  - (h) Crowns and bridges (as a result of an Accident only); and
  - (i) Palliation of acute dental pain.

In the first Policy Year in which these Terms and Conditions for Optional Dental Benefits are incorporated in this Policy, the benefits under section 2 (a) to (i) of these Terms and Conditions for Optional Dental Benefits shall not be payable during a waiting period of ninety (90) days from the Policy Effective Date. For the avoidance of doubt, the benefits payable under section 2 (a) to (i) of these Terms and Conditions for Optional Dental Benefits only take effect after the expiration of the said waiting period.

For the avoidance of doubt, the treatment of a Dental Condition and oral surgery (except Emergency Treatment and surgery during Confinement arising from an Accident received by an Insured Person) as well as follow up treatment of the Dental

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Condition or oral surgery whether the Insured Person is an Inpatient or Day Patient shall not be payable under these Terms and Conditions for Optional Dental Benefits.

### **Definitions**

Terms defined below and any other terms defined in these Terms and Conditions for Optional Dental Benefits shall only be applicable to these Terms and Conditions for Optional Dental Benefits and shall have the same meaning wherever used within these Terms and Conditions for Optional Dental Benefits unless the context otherwise requires.

**“Dental Condition”** shall mean a dental condition marked by a pathological deviation from the normal sound state.

**“Dentist”** shall mean a person 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 in relation to jurisdictions outside of Hong Kong, a body of equivalent standing; and b) legally authorised for rendering dental treatments or services in the locality where the treatment is provided to the Insured Person, but in no circumstance shall include the Insured Person, the Policy Holder, an insurance intermediary or an employer, employee, Immediate Family Member or business partner(s) of the Policy Holder and/or the Insured Person.

**“Immediate Family Member”** shall mean a person’s spouse, children, parents, brothers or sisters, grandparents, grandchildren, legal guardian or parents-in-law.

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Policy Issuance Date:

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## Terms and Conditions for “24-hour Worldwide Emergency Aid”

### Section I: Definitions

**Accident** – Shall mean an unforeseen and involuntary event which causes an injury.

**24-hour Worldwide Emergency Aid** - shall mean the medical and emergency assistance and/or other related services as set out in Section II (*Emergency Assistance Service and Benefits*) of this terms and conditions, provided through an emergency service provider appointed by the Company.

**Bodily Injury** – Shall mean any unforeseen Bodily Injury caused solely and directly by violent, accidental, external and visible means, excluding Illness or disease, occurring during the period covered by the Policy.

**Company** – Blue Cross (Asia-Pacific) Insurance Limited

**Emergency** – Shall mean a serious medical situation or distress which could not be reasonably prevented and for which specific external help is required.

**Insured Person** – A person whose name has been included for coverage on or added by endorsement to the Policy and not removed by endorsement prior to any relevant event.

**Illness** – Shall mean any unforeseen illness or disease first manifested after the effective date of the Policy.

**Immediate Relative** – Shall mean legal spouse, children (natural or adopted), siblings, siblings-in-law, parents, parents-in-law, grandparents, grandchildren, legal guardian, stepparents or stepchildren.

**Policy** – Shall mean and refer to the entire Policy document between the Insured Person and the Company including Application, Proposal, Declaration or Beneficiary Designation Form submitted or made by the Insured Person, the Terms and Conditions, the Schedule of Benefits, Insurance Certificates issued hereunder and any endorsements thereto.

**Place of Residence** – Shall mean Hong Kong Special Administrative Region or the province of a country specially declared by the Insured Person in the application form of the Company.

**Regular Passenger** – Shall mean the Insured Person who is normally able to be seated in any means of transportation without stretchers for repatriation to his/her Place of Residence.

### Section II: Emergency Assistance Service and Benefits

Without limiting Section III (*General Exclusions*) of this terms and conditions, if the Insured Person shall suffer serious Bodily Injury or sudden Illness outside Place of Residence while arising out of and in the course of his/her journey provided that such journey or period of expatriation is not undertaken against the advice of the physician, and/or for the purpose of obtaining or seeking any medical or surgical treatment abroad, the Insured Person or his/her personal representative may call the “24-hour Worldwide Emergency Aid” hotline for the following services on condition that the Insured Person shall not be entitled to the reimbursement of any expenses incurred or paid by him:

#### 1. Medical Attention Telephone Medical Advice, Evaluation and Referral Appointment

When medical advice is needed, the Insured Person may call the “24-hour Worldwide Emergency Aid” hotline for medical advice and evaluation from the attending physician. However, it shall be stressed that telephone conversation cannot establish a diagnosis and shall be considered as an advice only. If medically necessary, the Insured Person shall be referred to another physician or to a medical specialist for personal assessment and the Company will assist the Insured Person in making the medical appointment, if available locally. All physician's fees and related charges shall be borne entirely and directly by the Insured Person.

#### 2. Medical Evacuation

Should the Insured Person suffer from Bodily Injury or sudden Illness in which the Company's medical team and the attending physician recommend hospitalization in a or another medical facility where the Insured Person can be suitably treated, the Company will arrange and pay for the transfer of the Insured Person into one of the nearest hospital and if necessary on medical grounds:

- a) The transfer of the Insured Person with necessary medical supervision by any means (including but not limited to air ambulance, scheduled commercial flight and road ambulance) to a hospital more appropriately equipped for the particular Bodily Injury or Illness, or
- b) The direct repatriation, including road ambulance transfers to and from the airports, of the Insured Person with necessary medical supervision by scheduled airline to an appropriate hospital or other health care facility near his permanent residence, if his medical condition permits such repatriation. The medical team and attending physician will determine the necessary arrangements according to the circumstances.

The Company retains the absolute right to decide the place to which the Insured Person shall be evacuated and the means or method by which such evacuation will be carried out having regard to all the assessed facts and circumstances of which the Company is aware at the relevant time.

#### 3. Repatriation After Treatment

When the medical condition of the Insured Person after local treatment will not prevent his/her medically supervised repatriation as a Regular Passenger, according to the medical opinion of both the attending physician and the Company's medical team, the Company will organize and pay for the repatriation of the Insured Person to his/her Place of Residence by scheduled airline flight (on economy class basis) or any other appropriate means of transportation (on economy class basis), including any supplementary transportation to and from the airport. Any decision on the repatriation of the Insured Person who is under constant medical supervision shall be made jointly and exclusively by both the attending physician and the Company's medical team.

#### 4. Repatriation of Mortal Remains / Ashes

Upon the death of an Insured Person, the Company will arrange and pay for the repatriation of the Insured Person's body or ashes to the Insured Person's Place of Residence.

#### 5. Deposit Guaranteeing of Hospital Admission

In the event of the Insured Person suffering from Bodily Injury or sudden Illness resulting in hospital confinement for Emergency treatment, the Company will guarantee or provide hospital admission deposit up to HKD 40,000, provided that such confinement is duly approved by both the attending physician and the Company's medical team and the Insured Person is without means of payment of the required hospital admission deposit.

**6. Compassionate Visit**

If in the event of the Insured Person suffering from serious Bodily Injury or sudden Illness resulting in hospital confinement for more than 3 (three) consecutive days, or the Insured Person's death, outside his/her Place of Residence, the Company will arrange and pay for the travelling costs (one way economy fare basis) for two Immediate Relatives of the Insured Person to travel from the Insured Person's Place of Residence to be with the Insured Person, up to a maximum of HKD 40,000 per Assistance Event.

**7. Return of Unattended Dependent Child(ren) to Place of Residence**

If any of the Insured Person travelling dependent child(ren) under 19 years of age is left unattended by reason of the Insured Person's Bodily Injury or sudden Illness resulting in hospital confinement outside his/her Place of Residence, the Company will organize and pay up to HKD 40,000 for the cost of a scheduled airline ticket (on economy fare basis) and any hotel accommodation if required whilst waiting for the scheduled flight for such child(ren) to return to his/her home in the Insured Person's Place of Residence, including any supplementary cost of transportation to and from the airport, if the original ticket is not valid for the return, provided that the Insured Person shall surrender any unused portion of the return ticket to the Company. If necessary, the Company will also hire and pay for a qualified attendant to accompany any such dependent child(ren) for return journey.

**8. Hospital Deposit Guarantee in China**

If the Insured Person suffers from Bodily Injury or sudden Illness and needs to be hospitalized in China, the Insured Person may contact the Company. The Company will refer the Insured Person to the nearest hospital under the Company's China Hospital Network, and will provide guarantee for the required hospital admission deposit to the hospital.

Under all circumstances the Insured Person shall fully and directly settle the medical expenses including the hospital admission deposit guaranteed by the Company prior to or upon discharge of the Insured Person from the hospital.

**9. Legal Assistance**

In case the Insured Person is involved in a civil litigation following an Accident, the Company will:

- a) Provide for the defence of the Insured Person in legal proceedings against him/her for civil liability to Laws in force in the country, and
- b) Conduct proceedings in order to obtain an indemnity from an identified third party on behalf of the Insured Person following a personal injury, and/or damages to his/her personal belongings provided if the extent of such damage is estimated to be in excess of HKD 5,000.

In such cases, the counsel and/or lawyer appointed by the Company shall act in a legal capacity of the Insured Person without any recourse to, responsibility of, or indemnification by the Company by reason of its appointment of counsel and/or lawyer. The Company will pay for the counsel and/or lawyer's fee, up to a maximum limit of HKD 40,000.

The Insured Person shall not make any offer or promise of payment or admit of fault to any party without the prior approval of the Company. The Insured Person must cooperate with the Company and do nothing to prejudice his/her rights.

**10. Bail Bond Assistance**

In the event the Insured Person requires legal assistance due to detention, arrest or imprisonment while travelling outside his/her Place of Residence, the Company will provide the name, telephone number, and if requested and if available, opening hours of legal practitioners or lawyers firms worldwide. The Company will also advance the bail bond up to a maximum limit of HKD 40,000 upon request and if appropriate. The provision of financial guarantee to the Insured Person will be subject to the Company first securing payment from the Insured Person through his/her representative or family members.

**11. Other Assistance**

- a) Upon request from a local attending physician, the Company will, while possible and legally permissible, dispatch any essential medicine and/or medical equipment required for the treatment of the Insured Person, if not locally available. The Insured Person shall bear the cost of the items dispatched and the relevant transportation costs, unless these items are required for Emergency according to the opinion of the Company's medical team;
- b) The Company will monitor the Insured Person's medical condition if the Insured Person is hospitalized outside his/her Place of Residence and will update the Insured Person's employer or family members on his/her medical condition.
- c) In the event of loss or misrouting of the Insured Person's luggage by a common carrier, the Company will liaise with the relevant entities such as but not limited to airline companies, customs officials, and will organize the dispatch of such luggage, if recovered, to such place as the Insured Person may direct.
- d) The Insured Person may contact the Company to obtain general travel information and services (eg. vaccinations requirements and needs, weather conditions, etc), before starting or during his/her journey. Before the departure or during the journey the Insured Person may also request the Company to send reminder(s), for whatsoever reasons, via short message system.
- e) The Company will assist the Insured Person in reorganizing his/her flight schedule should an Emergency oblige him/her to alter his original plan.
- f) In the event of the death of the Insured Person's Immediate Relative in his/her Place of Residence while the Insured Person is travelling overseas (excluding the case of immigration) necessitating an unexpected return to his/her Place of Residence, the Company will arrange and pay for the cost of a scheduled return airline ticket (on economy class basis) for the return of the Insured Person.
- g) The Company will arrange and pay for the additional travel expenses (on economy basis) incurred by the Insured Person, his/her Immediate Relative, or friend related to an incident requiring the Benefit of Medical Evacuation (up to HKD 7,800 limit of indemnity for any one Insured Person per assistance event)
- h) In case of loss or theft of essential documents or personal identification documents (eg. passport, entry visa, etc.), the Company will provide the Insured Person with the necessary information regarding the formalities to be fulfilled with the appropriate local authorities or entities, in order to obtain the replacement of such lost or stolen documents.
- i) In the event of the Insured Person suffering from Bodily Injury or sudden Illness resulting in hospital confinement, the Company will arrange and pay for the cost of an ordinary room accommodation in any reasonable hotel up to HKD 1,200 per day for a maximum of 5 (five) consecutive days, incurred by the Insured Person for the sole purpose of convalescence immediately following his/her discharge from the hospital, and if deemed medically necessary by both attending physician and the Company's medical team.

### **Section III: General Exclusions**

The Company shall not be required to provide the "24-hour Worldwide Emergency Aid" services in any form or manner to the Insured Person or his/her representative with respect to Bodily Injury or sudden illness of the Insured Person under the following conditions:

1. Pre-existing illness or disabilities prior to the commencement of the insurance policy, regardless the Insured Person is aware of the illness or not;
2. Injuries due to insanity or self-infliction or conditions related to functional disorders of the mind; rest cure or sanatorium care; drug addiction or alcoholism;
3. Congenital abnormalities;
4. Pregnancy and maternity;
5. Injuries arising directly or indirectly as a result of participation in any professional or competitive sports, water sports, winter sports, racing, rallies, potholing, rock climbing or mountaineering normally involving the use of ropes or guides, parachuting, bungee jumping or martial arts;
6. Injuries sustained or illness contracted as a result of participation in illegal acts;
7. Services rendered without the authorization and/or intervention of the Company;
8. Costs which would have been payable if the event giving rise to the intervention of the Company had not occurred;
9. Any expense more specifically covered under any insurance policy;
10. Cases of minor illness or Bodily Injury which in the opinion of the Company's physician can be adequately treated locally and which do not prevent the Insured Person from continuing his/her travel or work;
11. Expenses incurred where the Insured Person in the opinion of the Company's physician is physically able to return to his/her Place of Residence sitting as a normal passenger and without medical escort, unless deemed necessary by the Company's physician;
12. Contagious diseases requiring quarantine or isolation by law or the commercial carrier;
13. The Insured Person engages in any form of aerial flight except as a fare paying passenger on a regular scheduled airline or licensed charter aircraft over an established route;
14. Cases where the Insured Person takes part voluntarily in armed conflicts, whether civil or military, strikes, riots or rebellions;
15. The Insured Person suffering from the direct or indirect effects of nuclear reactions;

### **Section IV: Limitations to Liabilities**

1. All service providers rendering services to the Insured Person under this term and conditions (including but not limited to the emergency assistance provider, physicians, and hospitals) (the "Service Providers") are not employees, agents or servants of the Company. Accordingly, the Service Providers shall be responsible for their own acts, and the Insured shall not have any recourse or claim against the Company in connection with any services rendered by the Service Providers.
2. The Company assumes no liability in any manner and shall not be liable for any loss arising out of or howsoever caused by any advice given or services rendered by or any acts or omissions of any Service Providers.
3. The Company and the Service Providers shall not be held responsible for any failure to provide the "24-hour Worldwide Emergency Aid" services and/or delays if caused by or contributed to by acts of God, or any circumstances and conditions beyond their control, including but not limited to, any administrative, political or government impediment, strike, industrial action, riot, civil commotion, or any form of political unrest (including but not limited to war, terrorism, insurrection), adverse weather conditions, flight conditions or situations where the rendering of such service is prohibited or delayed by local laws, regulators or regulatory agencies.
4. In no event shall the Company be liable under this terms and conditions or in the course of the provision of the "24-hour Worldwide Emergency Aid" services, for any incidental, special, consequential or indirect loss, damages, costs, charges, fees or expenses.
5. The Company may cancel this "24-hour Worldwide Emergency Aid" services by giving 30 days' prior notice to the Policyholder or Insured Person at the address last known to the Company.
6. The use of the "24-hour Worldwide Emergency Aid" services is of the Insured Person's own accord. The Company shall not be liable for any loss or liabilities arising from such use.

### **Section V: General Obligations of the Insured Person**

1. The Insured Person shall be obliged to use reasonable efforts to mitigate the effects of an Emergency;
2. The Insured Person shall cooperate with the Company to enable the Company to obtain all documents and receipts from the relevant sources and assisting the Company at his/her expenses in complying with the necessary formalities;
3. In the event the Company makes any payment in connection with the provision of assistance to the Insured Person, the Company shall be subrogated to the rights of the Insured Person to obtain payments from any third party found legally responsible for the assistance, up to the amount of such payment made by the Company, and any other insurance or assistance plan which provides compensation to the emergency assistance events.