

# Asia iCare

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## TERMS AND CONDITIONS

### Part 1 Insuring Clause and The Policy

#### Insuring Clause

These Terms and Conditions together with the Benefit Schedule (including the Schedule of Surgical Procedures) and any related Supplement(s) as certified by the Government (hereafter “Terms and Benefits”) apply to the following Certified Plan under the Voluntary Health Insurance Scheme (hereafter “VHIS”) offered by the Company –

Type of the Certified Plan -	Flexi Plan
Name of the Certified Plan -	Asia iCare

During the period of time these Terms and Benefits are in force, if the Insured Person suffers from a Disability, the Company shall pay the Eligible Expenses accordingly.

All benefits payable to the Policy Holder shall be on a reimbursement basis of the actual amounts of Eligible Expenses incurred and are subject to the maximum limits and cost-sharing arrangement (if any) as stated in these Terms and Benefits and the Policy Schedule.

#### The Policy

The Policy Holder and the Company agree that –

1. No alteration to these Terms and Benefits shall be valid unless it is made in accordance with these Terms and Conditions.
2. All statements made by or for the Insured Person in the Application shall be treated as representations and not warranties.
3. All information provided and all statements made by or for the Insured Person as required under this Policy and the Application shall be provided to the best of his knowledge and in his utmost good faith.
4. These Terms and Benefits come into force on the Policy Effective Date as specified in the Policy Schedule on the condition that the Policy Holder has paid the first premium in full.
5. At the inception of these Terms and Benefits and at each Renewal, in the event of any inconsistency between –
  - (a) the terms and benefits of this Policy; and
  - (b) the Standard Plan Terms and Benefits of such version as may be determined by the Government and is referred to in Sections 1 (a) to (c) of Part 4,

then –

- (i) so far as the scope of Standard Plan Terms and Benefits is concerned, the terms and benefits which are more favourable to the Policy Holder or the Insured Person shall prevail to the extent of such inconsistency; and
- (ii) so far as the scope of Standard Plan Terms and Benefits is concerned, the terms and benefits which impose additional restrictions or limitations to the Policy Holder or the Insured Person shall become ineffective.

Both (i) and (ii) shall not apply to the exceptions in Section 7 of this Part 1, Sections 1(b) and 5 of Part 6 and any other exception as may be approved by the Government from time to time.

If the relevant terms and benefits in the Standard Plan Terms and Benefits prevail, such terms and benefits shall be deemed to be incorporated into these terms and benefits of this Policy. For the avoidance of doubt, the rights, powers, benefits or entitlements of the Policy Holder or the Insured Person under the terms and benefits of this Policy shall not be less favourable than those under the Standard Plan Terms and Benefits (had it been issued to the Policy Holder in respect of the Insured Person), save for the exceptions in Section 7 of this Part 1, Sections 1(b) and 5 of Part 6 and any other exception as may be approved by

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the Government from time to time.

6. At the inception of these Terms and Benefits and at each Renewal, if this Policy covers any benefits that exceed the Standard Plan Terms and Benefits and the terms and benefits applicable to such benefits differ from the terms and benefits applicable to the Standard Plan Terms and Benefits, the difference shall not amount to an inconsistency contemplated under Section 5 of this Part 1.
7. At the time these Terms and Benefits are first issued, the Company may apply Case-based Exclusion(s) due to a Pre-existing Condition or other factor that affects the insurability of the Insured Person notified to the Company in the Application.
8. The Company acknowledges that, as part of the underwriting process, it is the obligation of the Company to ask the Policy Holder and the Insured Person in the Application all requisite information for the Company to make the underwriting decision. If the Company requires the Policy Holder and/or the Insured Person to disclose any updates of or changes to such requisite information after the time of submission of Application and before the Policy Issuance Date or the Policy Effective Date (whichever is the earlier), the Company must make such a request prominently to the Policy Holder and the Insured Person (including without limitation in the application form), in which case the Policy Holder and/or the Insured Person shall have the obligation to inform the Company on such updates and changes. Each of the Policy Holder and the Insured Person shall have the obligation to respond to the questions, and to disclose such material facts as requested in the questions. The Company agrees that if any such questions are not included in the Application, the Company shall be deemed to have waived the disclosure obligation of the Policy Holder and the Insured Person in respect of the information that was not requested.
9. All questions and required information included in the Application must be sufficiently specific and unambiguous, and consistent with the rules and regulations of the VHIS, so as to allow the Policy Holder and the Insured Person (as the case may be) to understand the information being requested and to provide clear and unequivocal responses. In case of dispute, the burden of proving that the questions are sufficiently specific and unambiguous shall rest with the Company.
10. If the Policy Holder or the Insured Person fails to make the relevant disclosures under Section 8 or 9 of this Part 1, and such failure has materially affected the underwriting decision of the Company, the Company shall have the right as provided in Sections 13 and 14 of Part 2.

## Part 2 General Conditions

### 1. Interpretation

- (a) Throughout these Terms and Benefits, 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 these Terms and Benefits.
- (c) A time of day is a reference to the time in Hong Kong.
- (d) Unless otherwise defined, capitalised terms used in these Terms and Benefits shall have the meanings ascribed to them under Part 8.

These Terms and Benefits have been prepared in both English and Chinese. Both English and Chinese versions are official versions and neither one shall prevail over the other. Any inconsistency shall be interpreted in favour of the Policy Holder.

So far as the same benefit coverage is concerned, any inconsistency in terms and amounts of benefits within this Policy shall be interpreted in favour of the Policy Holder and any restrictions or limitations imposed on these Terms and Benefits shall become ineffective, save for the exceptions in Section 7 of this Part 1, Sections 1(b) and 5 of Part 6 and any other exception as may be approved by the Government from time to time.

### 2. Cancellation within cooling-off period

The Policy Holder may exercise the right of cancellation of these Terms and Benefits with full refund of paid premium during the cooling-off period. The cancellation right is subject to the following conditions –

- (a) The request to cancel must be signed by the Policy Holder and received directly by the Company within the cooling-off period. The cooling-off period is the period of twenty-one (21) days immediately following the day of the Delivery to the Policy Holder or the nominated representative of the Policy Holder, of –
  - (i) these Terms and Benefits and the Policy Schedule; or
  - (ii) the cooling-off notice;

whichever is the earlier. For the avoidance of doubt, the day of Delivery of these Terms and Benefits and the Policy Schedule or the cooling-off notice is not included for the calculation of the twenty-one (21) day period. However, if the last day of the twenty-one (21) day period is not a working day, the period shall include the next working day; and

- (b) no refund can be made if a benefit payment has been made, is to be made or impending.

The above cancellation right shall not apply at Renewal.

To exercise this cancellation right, the Policy Holder must –

- (c) return the original of these Terms and Benefits and the Policy Schedule; and
- (d) attach a letter, signed by the Policy Holder, requesting cancellation or in other forms acceptable by the Company.

These Terms and Benefits shall then be cancelled and the premium paid shall be fully refunded. In such event, these Terms and Benefits shall be deemed to have been void from the Policy Effective Date and the Company shall not be liable to pay any benefit.

### 3. Cancellation

After the cooling-off period, the Policy Holder can request cancellation of these Terms and Benefits by giving thirty (30) days prior written notice to the Company, provided that there has been no benefit payment under these Terms and Benefits during the relevant Policy Year.

The cancellation right under this Section shall also apply after these Terms and Benefits have been Renewed upon expiry of its first (or subsequent) Policy Year.

#### **4. Benefit entitlement**

If Eligible Expenses are incurred for Medical Services provided to the Insured Person, the Terms and Benefits applicable shall be those prevailing at the time that such Eligible Expenses are incurred. However, if this Policy has been terminated but Eligible Expenses incurred within a period of thirty (30) days after termination are covered pursuant to Section 15 of this Part 2, the Terms and Benefits applicable shall be those prevailing as at the day immediately preceding the date of termination of this Policy.

#### **5. Assignment**

The rights, benefits, obligations and duties of the Policy Holder under these Terms and Benefits shall not be assignable and the Policy Holder warrants that any amounts payable under these Terms and Benefits shall not be subject to any trust, lien or charge.

#### **6. Clerical error**

Clerical errors in keeping the records shall neither invalidate coverage which is validly in force nor justify continuation of coverage which has been validly terminated.

#### **7. Currency**

Any claim for Eligible Expenses made by the Insured Person in any foreign currency shall be converted to HKD at the opening indicative counter exchange selling rate published by The Hong Kong Association of Banks in respect of that foreign currency for the date on which the actual Eligible Expenses are settled by the Policy Holder or the Insured Person. If such rate is not available on the date concerned, reference shall be made to the rate as soon as it is available afterwards. If no such rate exists, the Company shall convert the foreign currency at the rate certified as appropriate by the Company's bankers which shall be deemed to be final and binding.

#### **8. Interest**

Save as otherwise specified, no benefit and expenses payable under these Terms and Benefits shall carry interest.

#### **9. Company's obligation**

The Company shall at all times perform its obligations in this Policy in utmost good faith and comply with the rules and regulations of VHIS, the relevant guidelines issued by the Insurance Authority, and all applicable laws and regulations.

#### **10. Governing law**

This Policy is issued in Hong Kong and shall be governed by and construed in accordance with the laws of Hong Kong. The Company and Policy Holder agree to be subject to the exclusive jurisdiction of the Hong Kong courts.

#### **11. Dispute resolution**

If any dispute, controversy or disagreement arises out of this Policy, including matters relating to the validity, invalidity, breach or termination of this Policy, the Company and Policy Holder shall use their endeavours to resolve it amicably, failing which, the matter may (but is not obliged to) be referred to any form of alternative dispute resolution, including but not limited to mediation or arbitration, as may be agreed between the Company and the Policy Holder, before it is referred to a Hong Kong court.

Each party shall bear its own costs of using services under alternative dispute resolution.

## 12. Liability

The Company shall not accept any liability under this Policy unless the terms of this Policy relating to anything to be done or not to be done are duly observed and complied with by the Policy Holder and the Insured Person, and the information and representations made in the Application and declaration are correct. Notwithstanding the above, the Company shall not disclaim liability unless any non-observance or non-compliance with the terms of this Policy, or the inaccuracy of the information and representations made in the Application and declaration, shall materially and adversely affect the interests of the Company.

## 13. Misstatement of personal information

Without prejudice to the Company's right to declare this Policy void in the case of misrepresentation on health related information or fraud as provided in Section 14 of this Part 2, if the non-health related information of the Insured Person that may impact the risk assessment by the Company (including but not limited to Age, sex or smoking habit) is misstated in the Application or in any subsequent information or document submitted to the Company for the purpose of the application, including any updates of and changes to such requisite information (if so requested by the Company under Section 8 of Part 1), the Company may adjust the premium, for the past, current or future Policy Years, on the basis of the correct information. Where additional premium is required, no benefits shall be payable unless the additional premium has been paid. If the additional required premium is not paid within a grace period of thirty-one (31) days after the due date as notified by the Company to the Policy Holder, the Company shall have the right to terminate this Policy with effect from such due date, in which case Section 15 of this Part 2 shall apply. Where there has been an overpayment of premium by the Policy Holder, the Company shall refund the overpaid premium.

Where the Company, based on the correct information of the Insured Person and the Company's underwriting guidelines, considered that the application of the Insured Person should have been rejected, the Company shall have the right to declare this Policy void as from the Policy Effective Date and notify the Policy Holder that no cover shall be provided for the Insured Person. In such circumstances, the Company shall have –

- (a) the right to demand refund of the benefits previously paid; and
- (b) the obligation to refund the premium received,

in each case for the current Policy Year and the previous Policy Years in which this Policy was in force, subject to a reasonable administration charge payable to the Company. This refund arrangement shall be the same as that in Section 14 of this Part 2.

## 14. Misrepresentation or fraud

The Company has the right to declare this Policy void as from the Policy Effective Date and notify the Policy Holder that no cover shall be provided for the Insured Person in case of any of the following events –

- (a) any material fact relating to the health related information of the Insured Person which may impact the risk assessment by the Company is incorrectly stated in, or omitted from, the Application or any statement or declaration made for or by the Insured Person in the Application or in any subsequent information or document submitted to the Company for the purpose of the application, including any updates of and changes to such requisite information (if so requested by the Company under Section 8 of Part 1). The circumstances that a fact shall be considered "material" include, but not limited to, the situation where the disclosure of such fact as required by the Company would have affected the underwriting decision of the Company, such that the Company would have imposed Premium Loading, included Case-based Exclusion(s), or rejected the application. For the avoidance of doubt, this paragraph (a) shall not apply to non-health related information of the Insured Person, which shall be governed by Section 13 of this Part 2; or
- (b) any Application or claim submitted is fraudulent or where a fraudulent representation is made.

The burden of proving (a) and (b) shall rest with the Company. The Company shall have the duty to make all necessary inquiries on all facts which are material to the Company for underwriting purpose as provided in Section 8 or 9 of Part 1.

In the event of (a), the Company shall have -

- (i) the right to demand refund of the benefits previously paid; and
- (ii) the obligation to refund the premium received,

in each case for the current Policy Year and the previous Policy Years in which this Policy was in force, subject to a

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reasonable administration charge payable to the Company.

In the event of (b), the Company shall have –

- (iii) the right to demand refund of the benefits previously paid; and
- (iv) the right not to refund the premium received.

## 15. Termination of Policy

This Policy shall be automatically terminated on the earliest of the followings –

- (a) where this Policy is terminated due to non-payment of premiums after the grace period as specified in Section 13 of this Part 2 or Section 3 of Part 3;
- (b) the day immediately following the death of the Insured Person; or
- (c) the Company has ceased to have the requisite authorisation under the Insurance Ordinance to write or continue to write this Policy;

If this Policy is terminated pursuant to this Section 15, the termination shall be effective at 00:00 hours of the effective date of termination.

Immediately following the termination of this Policy, insurance coverage under this Policy shall cease to be in force. No premium paid for the current Policy Year and previous Policy Years shall be refunded, unless specified otherwise.

Where this Policy is terminated pursuant to (a), the effective date of termination shall be the date that the unpaid premium is first due.

Where this Policy is terminated pursuant to (b) or (c), the Company shall refund the relevant premium paid for the current Policy Year on a pro rata basis.

This Policy shall also be terminated if the Policy Holder decides to cancel this Policy or not to renew this Policy in accordance with Section 3 of this Part 2 or Section 1 of Part 4, as the case may be, by giving the requisite written notice to the Company. If this Policy is terminated under Section 3 of this Part 2, the effective date of termination shall be the date as stated in the cancellation notice given by the Policy Holder. However, such date shall not be within or earlier than the notice period as required by Section 3 of this Part 2 for the cancellation. If this Policy is not renewed under Section 1 of Part 4, the effective date of termination shall be the renewal date immediately following the expiry of the Policy Year during which this Policy remains valid.

If this Policy is terminated under (a) or (c) of this Section 15, in the case where the Insured Person is being Confined or is undergoing Prescribed Non-surgical Cancer Treatment for a Disability suffered before such termination, then, with respect to the Confinement or treatment in relation to the same Disability, Eligible Expenses incurred shall continue to be covered under this Policy until (i) the Insured Person is discharged or the treatment is completed or (ii) thirty (30) days after the termination of this Policy, whichever is the earlier. The Terms and Benefits applicable shall be those prevailing as at the day immediately preceding the date of termination of this Policy. The Company shall have the right to deduct any outstanding premium under Section 13 of this Part 2 from any benefit payment.

For the avoidance of doubt, where this Policy includes other additional benefits beyond those under the Terms and Benefits of this Certified Plan, removal or downgrading of any such other additional benefits by the Company shall not adversely affect –

- (d) the Terms and Benefits of this Certified Plan which shall continue to be in full force and effect; and
- (e) the continuity of these Terms and Benefits, and shall not adversely affect the Company's compliance with the licensing requirement in order to continue to write these Terms and Benefits.

## 16. Notices to Company

All notices which the Company requires the Policy Holder to give shall be in writing, or in other forms acceptable by the Company, addressed to the Company.

## **17. Notices from Company**

Any notice to be given under this Policy shall be sent by post to the latest address of the Policy Holder as notified to the Company, or sent by email to the latest email address of the Policy Holder as notified to the Company. Any notice so served shall be deemed to have been duly received by the Policy Holder as follows –

- (a) if sent by post, two (2) working days after posting; or
- (b) if sent by email, on the date and time transmitted.

## **18. Other insurance coverage**

If the Policy Holder has taken out other insurance coverage besides this Certified Plan, the Policy Holder shall have the right to claim under any such other insurance coverage or this Certified Plan. However, if the Policy Holder or the Insured Person has already recovered all or part of the expenses from any such other insurance coverage, the Company shall only be liable for such amount of Eligible Expense, if any, which is not compensated by any such other insurance coverage.

## **19. Ownership and discharge under this Policy**

The Company shall treat the Policy Holder as the absolute owner of this Policy and shall not recognise any equitable or other interest of any other party in this Policy. The payment of any benefits hereunder to the Policy Holder shall be deemed to be full and effective discharge of the Company's obligations in respect of such payment under this Policy.

## **20. Change of ownership of the Policy**

Subject to the approval of the Company at its discretion, the Policy Holder may transfer the ownership of this Policy by completing the prescribed form and sending it to the Company. The Company shall consider application of transfer of ownership at the time of Policy renewal without any administration charge on the Policy Holder or transferee. The change of ownership shall not be effective until the Company has approved the change and notified in writing to the Policy Holder and transferee. From the effective date of the change of ownership, the transferee shall be treated as the Policy Holder, and the absolute owner of this Policy as described in Section 19 of this Part 2 and be responsible for the payment of the premiums, including any outstanding premiums.

The Company shall not reject any application by the Policy Holder for the transfer of ownership to –

- (a) the Insured Person if he has reached the Age of eighteen (18) years;
- (b) the parent or the Guardian of the Insured Person if he is a Minor; or
- (c) any person whose familial relationship with the Insured Person is accepted by the Company according to its prevailing underwriting practices which are readily accessible by the Policy Holder.

## **21. Death of Policy Holder**

The Policy Holder may nominate a person to be the successive Policy Holder of this Policy in the event of his death. If the Policy Holder dies, but has not named a successive Policy Holder for this Policy or the named successive Policy Holder refuses the transfer, the ownership of this Policy shall be transferred to –

- (a) the Insured Person if he has reached the Age of eighteen (18) years; or
- (b) the parent or the Guardian if the Insured Person is a Minor. If the parent or the Guardian refuses the transfer, the ownership of this Policy shall be transferred to the administrator or executor of the Policy Holder's estate.

The transfer of ownership of this Policy in accordance with the above paragraph shall be conditional upon the Company having received satisfactory evidence of the Policy Holder's death.

## **22. Rights of third parties**

Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance

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(Cap. 623 of the Laws of Hong Kong) to enforce any terms of this Policy.

### **23. Subrogation**

After the Company has paid a benefit under this Policy, the Company shall have the right to proceed at its own expense in the name of the Policy Holder and/or the Insured Person against any third party who may be responsible for events giving rise to such benefit claim under this Policy. Any amount recovered from any such third party shall belong to the Company to the extent of the amount of benefits which has been paid by the Company in respect of the relevant benefit claim under this Policy. The Policy Holder and/or the Insured Person 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 Policy Holder or the Insured Person.

### **24. Suits against third parties**

Nothing in this Policy shall oblige the Company to join, respond to or defend (or indemnify in respect of the costs for) any suit or alternative dispute resolution process for damages for any cause or reason which may be instituted by the Policy Holder or the Insured Person against any Registered Medical Practitioner, Hospital or healthcare services provider, including but not limited to any suit or alternative dispute resolution process for negligence, malpractice or professional misconduct or any other causes in relation to or arising out of the medical investigation or treatment of the Disability of the Insured Person under the terms of this Policy.

### **25. Waiver**

No waiver by any party of any breach by any other party of any provisions of this Policy shall be deemed to be a waiver of any subsequent breach of that or any other provision of this Policy, and any forbearance or delay by any party in exercising any of its rights under this Policy shall not be construed as a waiver of such rights. Any waiver shall not take effect unless it is expressly agreed, and the rights and obligations of the Company and Policy Holder under this Policy shall remain in full force and effect except and only to the extent that they are waived.

### **26. Compliance with law**

If this Policy is or becomes illegal under the law applicable to the Policy Holder or the Insured Person, the Company shall have the right to terminate this Policy from the date it becomes illegal and the Company shall refund the relevant premium paid for the Policy Year in which this Policy is terminated, on a pro rata basis.

### **27. Personal data privacy**

The Company shall comply with the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong) and the related codes, guidelines and circulars.

### **Part 3 Premium Provisions**

#### **1. Premium payable**

The premium payable for these Terms and Benefits shall only include –

- (a) the Standard Premium according to the prevailing Standard Premium schedule adopted by the Company; and
- (b) the Premium Loading, if applicable.

#### **2. Payment of premiums**

The amount of premium payable is specified in the Policy Schedule and/or the notification of Renewal as specified in Section 3 of Part 4. The premium, whether paid for a Policy Year or by instalment as agreed by the Company, shall be paid in advance when due before any benefits shall be paid. Premium once paid shall not be refundable, unless otherwise specified in this Policy.

Premium due dates, Renewal Dates and Policy Years are determined with reference to the Policy Effective Date as stated in the Policy Schedule and/or the notification of Renewal as specified in Section 3 of Part 4. The first premium is due on the Policy Effective Date.

#### **3. Grace period**

The Company shall allow a grace period of thirty-one (31) 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 paid. If the premium is still unpaid in full at the expiration of the grace period, this Policy shall be terminated immediately on the date on which the unpaid premium is first due.

## Part 4 Renewal Provisions

These Terms and Benefits shall be effective from the Policy Effective Date in consideration of the payment of premium and is Renewable for each Policy Year in accordance with the terms of this Part 4. Renewal is guaranteed up to the Age of one hundred (100) years of the Insured Person.

### 1. Renewal

The Company shall Renew these Terms and Benefits in accordance with (a) to (c) below –

- (a) Unless the Company has ceased to have the requisite authorisation under the Insurance Ordinance to write these Terms and Benefits, or has ceased to maintain its registration with the Government as a VHIS provider, or the Policy Holder decides not to Renew these Terms and Benefits by giving the Company not less than thirty (30) days prior notice in writing in accordance with Section 3 of Part 2, Renewal shall be arranged automatically with the Terms and Benefits no less favourable than the latest version of the Standard Plan Terms and Benefits published by the Government at the time of Renewal, save for the exceptions in Section 7 of Part 1, Sections 1(b) and 5 of Part 6 and any other exceptions as may be approved by the Government from time to time.
- (b) At the time of Renewal, if the Company shall cease or has ceased to maintain its registration with the Government as a VHIS provider while maintaining the requisite authorisation under the Insurance Ordinance to write these Terms and Benefits, Renewal shall be arranged automatically with the Terms and Benefits no less favourable than the latest version of the Standard Plan Terms and Benefits published by the Government at the time when the Company ceased to maintain its registration as a VHIS provider, save for the exceptions in Section 7 of Part 1, Sections 1(b) and 5 of Part 6 and any other exceptions as may be approved by the Government from time to time.
- (c) After the Company has ceased to maintain its registration with the Government, if the Company subsequently re-registers with the Government as a VHIS provider, then at the Renewal Date coinciding with or immediately following such re-registration, these Terms and Benefits shall be Renewed with the Terms and Benefits no less favourable than the latest version of the Standard Plan Terms and Benefits published by the Government at the time of the Renewal, save for the exceptions in Section 7 of Part 1, Sections 1(b) and 5 of Part 6 and any other exceptions as may be approved by the Government from time to time.

At the time of Renewal under (a) to (c) above (as the case may be), any other revision of these Terms and Benefits by the Company shall be made on an overall Portfolio basis and shall not have the effect of contravening (a), (b) or (c) above (as applicable) or reducing the benefit limits or increasing the Coinsurance or Deductible of these Terms and Benefits which are applicable prior to Renewal.

### 2. Adjustment of premium

Irrespective of whether the Company revises these Terms and Benefits upon Renewal, the Company shall have the right to adjust the Standard Premium according to the prevailing Standard Premium schedule adopted by the Company on an overall Portfolio basis. For the avoidance of doubt, if the Premium Loading is set as a percentage of the Standard Premium (i.e. rate of Premium Loading), the amount of Premium Loading payable shall be automatically adjusted according to the change in Standard Premium.

During each Policy Year and upon Renewal, the Company shall not impose any additional rate of Premium Loading (or any additional amount of Premium Loading if the Premium Loading is set in monetary terms rather than as a percentage of the Standard Premium) or Case-based Exclusion(s) on the Insured Person by reason of any change in the Insured Person's health conditions.

### 3. Notification of Renewal

Irrespective of whether the Company revises these Terms and Benefits upon Renewal, the Company shall in accordance with the terms of this Section 3 give the Policy Holder a written notice of the revised Terms and Benefits to the Policy Holder of not less than thirty-one (31) days prior to the Renewal Date.

The written notice shall specify the premium for Renewal and Renewal Date. If the Company revises these Terms and Benefits upon Renewal, the Company shall make available the revised Terms and Benefits to the Policy Holder together with the written notice. The revised Terms and Benefits and premium for Renewal shall take effect on the Renewal Date.

#### 4. No re-underwriting except in limited circumstances

While these Terms and Benefits are in force, the Company shall not have the right to re-underwrite these Terms and Benefits irrespective of any change in health conditions of the Insured Person after the Policy Issuance Date or the Policy Effective Date, whichever is the earlier.

The Company shall not have the right to re-underwrite these Terms and Benefits irrespective of any change in these Terms and Benefits (as permitted under Section 1 of this Part 4). This restriction applies to any change including but not limited to where there is any upgrade or downgrade of any benefits, or any addition or removal of any benefits, as permitted under these Terms and Benefits, regardless of where they are set out in these Terms and Benefits.

The Company shall have the right to re-underwrite these Terms and Benefits only under the following circumstances –

- (a) Where the Policy Holder requests the Company to re-underwrite these Terms and Benefits at the time of Renewal for reduction in Premium Loading or removal of Case-based Exclusion(s) according to the Company's underwriting practices. For the avoidance of doubt, the Company shall not have the right to terminate or not to Renew these Terms and Benefits if any of the aforesaid requests is rejected by the Company or the re-underwriting result is not accepted by the Policy Holder;
- (b) At any time where the Policy Holder requests to subscribe additional benefits (if any) or switch to another insurance plan which provides upgrade or addition of benefits (in which cases the re-underwriting shall be limited to such upgrade or additional benefits).
  - (i) However, at any time where the Policy Holder requests to unsubscribe the additional benefits (if any) in these Terms and Benefits, or switch to another insurance plan which provides downgrade or reduction of benefits, the Company shall not have the right to re-underwrite these Terms and Benefits but shall have the discretion to accept or reject the request according to its prevailing practices in handling similar requests; and
  - (ii) The Company shall not have the right to terminate or not to Renew these Terms and Benefits if any of the aforesaid requests is rejected by the Company or the re-underwriting result is not accepted by the Policy Holder;
- (c) Where there is change in the Place of Residence of the Insured Person

At Renewal, the Company shall have the right to re-underwrite these Terms and Benefits due to a change in the Place of Residence of the Insured Person provided that –

- (i) The Company has taken into account the Place of Residence of the Insured Person in underwriting these Terms and Benefits before its inception;
- (ii) The Company has specifically informed the Policy Holder of the consideration at the time of submission of Application of these Terms and Benefits and that any change in the Place of Residence could lead to re-underwriting upon Renewal;
- (iii) The Company has maintained underwriting practices which show unambiguously how changes in the Place of Residence will affect the underwriting result, and the underwriting practices are readily accessible by the Policy Holder;
- (iv) The Company shall carry out the re-underwriting solely in respect of the said changes (i.e. the change in the Place of Residence of the Insured Person); and
- (v) The re-underwriting result may be more advantageous or adverse to the Policy Holder and the Insured Person.

For the purpose of this paragraph (c), the Company shall have the obligation to request the Policy Holder to inform the Company of any change in the Place of Residence of the Insured Person, which means that as at the Renewal Date his Place of Residence differs from that as at the last Renewal Date (or the Policy Effective Date in the event of first Renewal). After receiving the request, the Policy Holder shall have the obligation to inform the Company of such a change.

- (d) Where there is change in the occupation of the Insured Person

At Renewal, the Company shall have the right to re-underwrite these Terms and Benefits due to a change in the occupation of the Insured Person provided that –

- (i) The Company has taken into account the occupation of the Insured Person in underwriting these Terms and Benefits before its inception;

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- (ii) The Company has specifically informed the Policy Holder of the consideration at the time of submission of Application of these Terms and Benefits and that any change in the occupation could lead to re-underwriting upon Renewal;
- (iii) The Company has maintained underwriting practices which show unambiguously how changes in the occupation will affect the underwriting result, and the underwriting practices are readily accessible by the Policy Holder;
- (iv) The Company shall carry out the re-underwriting solely in respect of the said change (i.e. the change in the occupation of the Insured Person); and
- (v) The re-underwriting result may be more advantageous or adverse to the Policy Holder and the Insured Person.

For the purpose of this paragraph (d), the Company shall have the obligation to request the Policy Holder to inform the Company of any change in occupation of the Insured Person, which means that as at the Renewal Date his occupation differs from that as at the last Renewal Date (or the Policy Effective Date in the event of first Renewal). After receiving the request, the Policy Holder shall have the obligation to inform the Company of such a change.

The Company and Policy Holder acknowledge that –

- (e) if under the terms of this Part 4, the Company has the right, or is required, to re-underwrite these Terms and Benefits based on certain factors at Renewal, the Company shall, in accordance with the terms of this Part 4 and its prevailing underwriting guidelines, take into account only such relevant factors to carry out the re-underwriting; and
- (f) as a result of re-underwriting, these Terms and Benefits may be terminated, new Premium Loading may be applied, existing Premium Loading may be adjusted upwards or downwards, new Case-based Exclusion(s) may be applied, and existing Case-based Exclusion(s) may be revised or removed.

## **Part 5 Claim Provisions**

### **1. Submission of claims**

All claims incurred in respect of these Terms and Benefits shall be submitted to the Company within ninety (90) days after the date on which the Insured Person is discharged from the Hospital, or (where there is no Confinement) the date on which the relevant Medical Service is performed and completed. For this purpose, a claim shall be deemed not valid or complete and benefit shall not be payable unless –

- (a) all original receipts and/or original itemised bills together with the diagnosis, type of treatment, procedure, test or service provided shall have been submitted to the Company; and
- (b) all relevant information, certificates, reports, evidence, referral letter and other data or materials as reasonably required by the Company shall have been furnished to the Company for processing of such claim.

The Policy Holder shall notify the Company if claims cannot be submitted within the above timeframe, otherwise the Company shall have the right to reject claims submitted after the above timeframe.

All certificates, information and evidence that are reasonably required by the Company and which can be reasonably provided by the Policy Holder shall be furnished at the expenses of the Policy Holder. The Company shall bear all expenses incurred in obtaining further certificates, information and evidence for the purposes of verification of the claim after the Policy Holder has submitted all required information pursuant to (a) and (b) above.

### **2. Claimable amount estimate**

Before the Insured Person receives a Medical Service, the Policy Holder may request the Company to provide an estimate on the amount that may be claimed under these Terms and Benefits. The Policy Holder shall provide the Company with the estimated fees to be incurred as furnished by the Hospital and/or attending Registered Medical Practitioner as required by the laws and regulations regulating the private healthcare facilities in Hong Kong at the time of request. Upon receiving the request, the Company shall inform the Policy Holder of the claimable amount estimate under these Terms and Benefits based on the estimation furnished by the Hospital and/or attending Registered Medical Practitioner. The Company's estimate is for reference only, and the actual amount claimable by the Policy Holder shall be subject to the final expenses as evidenced in (a) and (b) of Section 1 of this Part 5.

### **3. Legal action**

No legal action shall be brought by the Policy Holder to recover any claim amount payable under these Terms and Benefits within the first sixty (60) days from which all proof of claims as required by these Terms and Benefits has been received by the Company.

### **4. Medical examination**

Where a claim occurs, the Company shall have the right to require the Insured Person to be examined by a Registered Medical Practitioner appointed by the Company at the Company's cost.

## Part 6 Benefit Provisions

### 1. General

#### (a) Territorial scope of cover

Except for the psychiatric treatment as stated in Section 3(l) of this Part 6, Section 2(c) and/or Section 3 of Supplement A, all benefits described in these Terms and Benefits shall be applicable worldwide.

The geographical limitation related to Section 2(c) and/or Section 3 of Supplement A shall not apply to the terms and benefits within the scope of the Standard Plan Terms and Benefits. For the avoidance of doubt, the applicable Standard Plan Terms and Benefits shall be the version as is referred to under Sections 1(a), (b) or (c) of Part 4.

#### (b) Lifetime Benefit Limit

All benefits described in these Terms and Benefits are not subject to any Lifetime Benefit Limit.

#### (c) Choice of healthcare services providers

All benefits described in Section 3 of Part 6, Section 2 and/or Section 4 of Supplement A of these Terms and Benefits, if applicable, are not subject to the restriction in the choice of healthcare services providers, including but not limited to Registered Medical Practitioner and Hospital.

The benefits described in Section 3 of Supplement A of these Terms and Benefits are subject to the restriction in the choice of healthcare services providers as stated in Section 3 of Supplement A and the Benefit Schedule of these Terms and Benefits. Such restriction shall not apply to the terms and benefits within the scope of the Standard Plan Terms and Benefits. For the avoidance of doubt, the applicable Standard Plan Terms and Benefits shall be the version as is referred to under Sections 1(a), (b) or (c) of Part 4.

#### (d) Choice of ward class

All benefits described in Section 3 of Part 6 and Section 2 of Supplement A of these Terms and Benefits are not subject to any restriction in the choice of ward class in Hospital.

The benefits described in Section 3 and/or Section 4 of Supplement A of these Terms and Benefits, if applicable, are subject to the restriction in the choice of ward class as stated in Sections 3 and 4 of Supplement A and the Benefit Schedule of these Terms and Benefits. Such restriction shall not apply to the terms and benefits within the scope of the Standard Plan Terms and Benefits. For the avoidance of doubt, the applicable Standard Plan Terms and Benefits shall be the version as is referred to under Sections 1(a), (b) or (c) of Part 4.

### 2. Coverage of Confinement and non-Confinement services

Subject to these Terms and Benefits, if during the period while these Terms and Benefits are in force, the Insured Person, as a result of a Disability and upon the recommendation of a Registered Medical Practitioner,

(a) is Confined in a Hospital; or

(b) undergoes any Day Case Procedure, Prescribed Diagnostic Imaging Tests, Prescribed Non-surgical Cancer Treatments or kidney dialysis treatment,

the Company shall reimburse the Eligible Expenses which are Reasonable and Customary in accordance with benefit items under Section 3 of this Part 6 and Supplement A.

For the avoidance of doubt, where an Insured Person is Confined in a Hospital but the Confinement is considered not Medically Necessary, the expenses incurred as a result of such Confinement shall not be regarded as Eligible Expenses for the purpose of (a) above. However, the Policy Holder shall still have the right to claim for the relevant Eligible Expenses incurred during such Confinement on Medical Services under (b) above.

The amount of Eligible Expenses payable under these Terms and Benefits shall not exceed the actual costs for Medical Services provided to the Insured Person, subject to the limits as stated in the Benefit Schedule.

For the avoidance of doubt, the benefits covered under these Terms and Benefits shall only be payable for Eligible Expenses incurred for Medical Services provided to the Insured Person. Expenses incurred for Medical Services provided to persons other than the Insured Person shall not be covered, unless otherwise specified.

### 3. Benefits covered

Eligible Expenses covered under Section 2 of this Part 6 shall be payable according to the following benefit items –

#### (a) Room and board

This benefit shall be payable for the Eligible Expenses charged by the Hospital on the cost of accommodation and meals where the Insured Person is Confined in a Hospital or undergoes any Day Case Procedure or Prescribed Non-surgical Cancer Treatment.

#### (b) Miscellaneous charges

This benefit shall be payable for the Eligible Expenses charged on miscellaneous charges where the Insured Person is Confined in a Hospital or on the day he undergoes any Day Case Procedure for receiving Medical Services. These charges shall cover the followings –

- (i) Road ambulance service to and/or from the Hospital;
- (ii) Anaesthetic and oxygen administration;
- (iii) Administration charges for blood transfusion;
- (iv) Dressing and plaster casts;
- (v) Medicine and drug prescribed and consumed during Confinement or any Day Case Procedure;
- (vi) Medicine and drug prescribed upon discharge from Confinement or completion of Day Case Procedure for use up to the ensuing four (4) weeks;
- (vii) Additional surgical appliances, equipment and devices other than those inclusively paid under Section 3(h) of this Part 6, and implants, disposables and consumables used during surgical procedure;
- (viii) Medical disposables, consumables, equipment and devices;
- (ix) Diagnostic imaging services, including ultrasound and X-ray, and their interpretation, other than Prescribed Diagnostic Imaging Tests which shall be covered under Section 3(i) of this Part 6;
- (x) Intravenous (“IV”) infusions including IV fluids;
- (xi) Laboratory examinations and reports, including the pathological examination performed for the surgery or procedure during the Confinement or any Day Case Procedure;
- (xii) Rental of walking aids and wheelchair for Inpatients; and
- (xiii) Physiotherapy, occupational therapy and speech therapy during Confinement.

#### (c) Attending doctor's visit fee

If on any day of Confinement, the Insured Person is treated by a Registered Medical Practitioner, this benefit shall be payable for the Eligible Expenses charged by the attending Registered Medical Practitioner for such visit or consultation.

#### (d) Specialist's fee

If on any day of Confinement, the Insured Person is treated by a Specialist (not being the attending Registered Medical Practitioner under Section 3(c) of this Part 6) as recommended in writing by the attending Registered Medical Practitioner, this benefit shall be payable for the Eligible Expenses charged by the Specialist for such visit or consultation.

#### (e) Intensive care

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If on any day of Confinement, the Insured Person is admitted to an Intensive Care Unit, this benefit shall be payable for the Eligible Expenses charged on the intensive care services.

For the avoidance of doubt, the Eligible Expenses so incurred and payable under this benefit shall not be payable under Section 3(a) of this Part 6.

**(f) Surgeon's fee**

This benefit shall be payable for the Eligible Expenses charged by the attending Surgeon on a surgical procedure performed during Confinement or in a setting for providing Medical Services to a Day Patient.

This benefit shall be payable according to the relevant surgical category and the categorisation of such surgical procedure under the Schedule of Surgical Procedures as categorised and reviewed from time to time by the Government. If a surgical procedure performed is not included in the Schedule of Surgical Procedures, the Company may reasonably determine its surgical category according to the gazette published by the Government or any other relevant publication or information including but not limited to the schedule of fees recognised by the government, relevant authorities and medical association in the locality where the surgical procedure is performed.

**(g) Anaesthetist's fee**

If Surgeon's fee is payable under Section 3(f) of this Part 6, this benefit shall be payable for the Eligible Expenses charged by the Anaesthetist in relation to the surgical procedure.

**(h) Operating theatre charges**

If Surgeon's fee is payable under Section 3(f) of this Part 6, this benefit shall be payable for the Eligible Expenses charged for the use of operating theatre (including but not limited to a treatment room and a recovery room) during the surgical procedure.

For the avoidance of doubt, the Eligible Expenses for any additional surgical appliances, equipment and devices used in the operating theatre that are separately charged shall be payable under Section 3(b) of this Part 6.

**(i) Prescribed Diagnostic Imaging Tests**

This benefit shall be payable for the Eligible Expenses charged on Prescribed Diagnostic Imaging Test performed during Confinement or in a setting for providing Medical Services to a Day Patient recommended in writing by the attending Registered Medical Practitioner for the investigation or treatment of a Disability, subject to the Coinsurance as specified in Section 5 of this Part 6 and the Benefit Schedule.

**(j) Prescribed Non-surgical Cancer Treatments**

This benefit shall be payable for the Eligible Expenses charged on the Prescribed Non-surgical Cancer Treatment performed during Confinement or in a setting for providing Medical Services to a Day Patient, outpatient consultation by a Specialist in treatment planning, and monitoring of prognosis and development during the course of Prescribed Non-surgical Cancer Treatment.

For the avoidance of doubt, the Eligible Expenses for the Prescribed Diagnostic Imaging Tests shall be payable under Section 3(i) of this Part 6.

**(k) Pre- and post-Confinement/Day Case Procedure outpatient care**

This benefit shall be payable for the Eligible Expenses for –

- (i) outpatient visit or Emergency consultation resulting in a Confinement or Day Case Procedure (including but not limited to consultation, western medication prescribed or diagnostic test); and
- (ii) follow-up outpatient visit (including but not limited to consultation, western medication prescribed, dressings, physiotherapy, occupational therapy, speech therapy or diagnostic test) to, or recommended in writing by, the attending Registered Medical Practitioner, within the period stated in the Benefit Schedule after discharge from Hospital or the date of Day Case Procedure, provided that such outpatient visit is directly related to and as a result of the condition arising from the same cause (including any and all complications therefrom) necessitating such Confinement or Day Case Procedure.

For the purpose of (i) and (ii) above, Prescribed Diagnostic Imaging Tests and Prescribed Non-surgical Cancer Treatments shall be payable under Sections 3(i) and 3(j) of this Part 6 respectively.

**(l) Psychiatric treatments**

This benefit shall be payable for the Eligible Expenses charged on the psychiatric treatments during Confinement in Hong Kong as recommended by a Specialist.

This benefit shall be payable in lieu of other benefit items under Sections 3(a) to (k) of this Part 6. For the avoidance of doubt, where a Confinement is not solely for the purpose of psychiatric treatments, this benefit shall only be payable for the Eligible Expenses charged on the Medical Services related to psychiatric treatments. Where the Eligible Expenses involve both psychiatric and non-psychiatric treatments and apportionment of the expenses is not available, the expenses in entirety shall be payable under this benefit if the Confinement is initially for the purpose of psychiatric treatments. If the Confinement initially is not for the purpose of psychiatric treatment, the expenses in entirety shall be payable under Sections 3(a) to (k) above.

#### 4. Pre-existing Condition(s)

Eligible Expenses arising from Pre-existing Condition(s) that are notified to the Company in the Application and subsequent information or document submitted to the Company for the purpose of the application, including any updates of and changes to such requisite information (if so requested by the Company under Section 8 of Part 1), subject to the Case-based Exclusion(s) (if any), shall be payable in accordance with these Terms and Benefits. The Company may impose Case-based Exclusion(s) to these Terms and Benefits by reason of a Pre-existing Condition or other factor that affects the insurability of the Insured Person notified to the Company in the Application and any subsequent information or document submitted to the Company for the purpose of the application, including any updates of and changes to such requisite information (if so requested by the Company under Section 8 of Part 1). After the Policy Issuance Date or the Policy Effective Date (whichever is the earlier), the Company shall not have the right to impose any additional Case-based Exclusion(s), save for the limited circumstances stated in Section 4 of Part 4.

Eligible Expenses arising from Pre-existing Condition(s) that the Policy Holder and/or Insured Person was not aware and would not reasonably have been aware of at the time of submission of Application, including any updates of and changes to the required information (if so requested by the Company under Section 8 of Part 1), shall be payable in accordance with these Terms and Benefits, subject to the following waiting period and reimbursement arrangement –

First 30 days after the Policy Effective Date	no coverage
From the 31st day after the Policy Effective Date	full coverage

For the avoidance of doubt, the Company shall not have the right to re-underwrite or terminate these Terms and Benefits where the Policy Holder and/or Insured Person was not aware and would not reasonably have been aware of the Pre-existing Condition(s) at the time of submission of Application, including any updates of and changes to the required information (if so requested by the Company under Section 8 of Part 1).

If the Policy Holder or the Insured Person is requested but fails to disclose to the Company upon submission of Application, including any updates of and changes to the required information (if so requested by the Company under Section 8 of Part 1), that the Insured Person is suffering from a Pre-existing Condition, and such Pre-existing Condition has been treated or diagnosed or has manifested signs or symptoms of which the Policy Holder or the Insured Person is aware or should have reasonably been aware of at the time of submission of Application, including any updates of and changes to the required information (if so requested by the Company under Section 8 of Part 1), the Company has the right to declare these Terms and Benefits void, demand repayment of any benefits paid and/or refuse to provide coverage under these Terms and Benefits. In such event, the Company shall refund the premium in accordance with Section 14 of Part 2. The burden of proving the above shall rest with the Company.

#### 5. Cost-sharing requirement

The Policy Holder is required to pay Coinsurance and/or Deductible as stated in these Terms and Benefits and the Policy Schedule. For the avoidance of doubt, Coinsurance and Deductible do not refer to any amount that the Policy Holder is required to pay if the actual expenses exceed the benefit limits under these Terms and Benefits.

## Part 7 General Exclusions

Under these Terms and Benefits, the Company shall not pay any benefits in relation to or arising from the following expenses.

1. Expenses incurred for treatments, procedures, medications, tests or services which are not Medically Necessary.
2. Expenses incurred for the whole or part of the Confinement solely for the purpose of diagnostic procedures or allied health services, including but not limited to physiotherapy, occupational therapy and speech therapy, unless such procedure or service is recommended by a Registered Medical Practitioner for Medically Necessary investigation or treatment of a Disability which cannot be effectively performed in a setting for providing Medical Services to a Day Patient.
3. Expenses arising from Human Immunodeficiency Virus ("HIV") and its related Disability, which is contracted or occurs before the Policy Effective Date. Irrespective of whether it is known or unknown to the Policy Holder or the Insured Person at the time of submission of Application, including any updates of and changes to such requisite information (if so requested by the Company under Section 8 of Part 1) such Disability shall be generally excluded from any coverage of these Terms and Benefits if it exists before the Policy Effective Date. If evidence of proof as to the time at which such Disability is first contracted or occurs is not available, manifestation of such Disability within the first five (5) years after the Policy Effective Date shall be presumed to be contracted or occur before the Policy Effective Date, while manifestation after such five (5) years shall be presumed to be contracted or occur after the Policy Effective Date.

However, the exclusion under this entire Section 3 shall not apply where HIV and its related Disability is caused by sexual assault, medical assistance, organ transplant, blood transfusions or blood donation, or infection at birth, and in such cases the other terms of these Terms and Benefits shall apply.

4. Expenses incurred for Medical Services as a result of Disability arising from or consequential upon the dependence, overdose or influence of drugs, alcohol, narcotics or similar drugs or agents, self-inflicted injuries or attempted suicide, illegal activity, or venereal and sexually transmitted disease or its sequelae (except for HIV and its related Disability, where Section 3 of this Part 7 applies).
5. Any charges in respect of services for –
  - (a) beautification or cosmetic purposes, unless necessitated by Injury caused by an Accident and the Insured Person receives the Medical Services within ninety (90) days of the Accident; or
  - (b) correcting visual acuity or refractive errors that can be corrected by fitting of spectacles or contact lens, including but not limited to eye refractive therapy, LASIK and any related tests, procedures and services.
6. Expenses incurred for prophylactic treatment or preventive care, including but not limited to general check-ups, routine tests, screening procedures for asymptomatic conditions, screening or surveillance procedures based on the health history of the Insured Person and/or his family members, Hair Mineral Analysis (HMA), immunisation or health supplements. For the avoidance of doubt, this Section 6 does not apply to –
  - (a) treatments, monitoring, investigation or procedures with the purpose of avoiding complications arising from any other Medical Services provided;
  - (b) removal of pre-malignant conditions; and
  - (c) treatment for prevention of recurrence or complication of a previous Disability.
7. Expenses incurred for dental treatment and oral and maxillofacial procedures performed by a dentist except for Emergency Treatment and surgery during Confinement arising from an Accident. Follow-up dental treatment or oral surgery after discharge from Hospital shall not be covered.
8. Expenses incurred for Medical Services and counselling services relating to maternity conditions and its complications, including but not limited to 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 or pre-mature ejaculation, regardless of cause.
9. Expenses incurred for the purchase of durable medical equipment or appliances including but not limited to wheelchairs, beds and furniture, airway pressure machines and masks, portable oxygen and oxygen therapy devices, dialysis machines, exercise

equipment, spectacles, hearing aids, special braces, walking aids, over-the-counter drugs, air purifiers or conditioners and heat appliances for home use. For the avoidance of doubt, this exclusion shall not apply to rental of medical equipment or appliances during Confinement or on the day of the Day Case Procedure.

10. Expenses incurred for traditional Chinese medicine treatment, including but not limited to herbal treatment, bone-setting, acupuncture, acupressure and tui na, and other forms of alternative treatment including but not limited to hypnotism, qigong, massage therapy, aromatherapy, naturopathy, hydrotherapy, homeotherapy and other similar treatments.
11. Expenses incurred for experimental or unproven medical technology or procedure in accordance with the common standard, or not approved by the recognised authority, in the locality where the treatment, procedure, test or service is received.
12. Expenses incurred for Medical Services provided as a result of Congenital Condition(s) which have manifested or been diagnosed before the Insured Person attained the Age of eight (8) years.
13. Eligible Expenses which have been reimbursed under any law, or medical program or insurance policy provided by any government, company or other third party.
14. Expenses incurred for treatment for Disability arising from war (declared or undeclared), civil war, invasion, acts of foreign enemies, hostilities, rebellion, revolution, insurrection, or military or usurped power.

## Part 8 Definitions

Under these Terms and Benefits, words and expressions used shall have the following meanings -

**"Accident"** shall mean a sudden and unforeseen event occurring entirely beyond the control of the Insured Person and caused by violent, external and visible means.

**"Age"** shall mean the attained age of the Insured Person

**"Annual Benefit Limit"** shall mean the maximum amount of benefits paid by the Company to the Policy Holder in a Policy Year irrespective of whether any limits of any benefit items stated in the Benefit Schedule have been reached. The Annual Benefit Limit is counted afresh in a new Policy Year.

**"Application"** shall mean the application submitted to the Company in respect of this Certified Plan, including the application form, questionnaires, evidence of insurability, any documents or information submitted and any statements and declarations made in relation to such application, including any updates of and changes to such requisite information (if so requested by the Company under Section 8 of Part 1).

**"Benefit Schedule"** shall mean a schedule of benefits attached to these Terms and Benefits which sets out, among others, the benefit items and maximum benefits covered.

**"Case-based Exclusion"** shall mean the exclusion of a particular Sickness or Disease from the coverage of these Terms and Benefits that may be applied by the Company based on a Pre-existing Condition or factors affecting the insurability of the Insured Person

**"Certified Plan"** shall mean all the terms and benefits (including any Supplement(s)) that form an insurance plan certified by the Government to be compliant with the requirements of the VHIS. This Certified Plan comprises these Terms and Conditions and the Benefit Schedule) and the followings – Supplement A and Supplement B.

**"Coinsurance"** shall mean a percentage of Eligible Expenses the Policy Holder must contribute after paying the Deductible (if any) in a Policy Year. For the avoidance of doubt, Coinsurance does not refer to any amount that the Policy Holder is required to pay if the actual expenses exceed the benefit limits under these Terms and Benefits.

**"Company"** shall mean Asia Insurance Company Limited

**"Confinement" or "Confined"** shall mean an admission of the Insured Person to a Hospital that is recommended by a Registered Medical Practitioner for Medical Service and as an Inpatient as a result of a Medically Necessary condition. Confinement shall be evidenced by a daily room charge invoiced by the Hospital and the Insured Person must stay in the Hospital continuously for the entire period of Confinement.

**"Congenital Condition(s)"** shall mean (a) any medical, physical or mental abnormalities existed at the time of or before birth, whether or not being manifested, diagnosed or known at birth; or (b) any neo-natal abnormalities developed within six (6) months of birth.

**"Day Case Procedure"** shall mean a Medically Necessary surgical procedure for investigation or treatment to the Insured Person performed in a medical clinic, or day case procedure centre or Hospital with facilities for recovery as a Day Patient.

**"Day Patient"** shall mean an Insured Person receiving Medical Services or treatments given in a medical clinic, day case procedure centre or Hospital where the Insured Person is not in Confinement.

**"Deductible"** shall mean a fixed amount of Eligible Expenses that, in a Policy Year, the Policy Holder must pay before the Company shall reimburse the remaining Eligible Expenses.

**"Delivery"** shall mean the delivery of these Terms and Benefits and the Policy Schedule or the cooling-off notice as stated in Section 2(a) of Part 2 to the Policy Holder, or to nominated representative of the Policy Holder, by any the following means:

(a) by hand;

(b) by post (including registered post); or

(c) by electronic means.

Regardless of the means of delivery is used, it is the responsibility of the Company, to have sufficient proof of delivery and the timing of delivery.

**"Disability"** shall mean a Sickness or Disease or Injury, including any and all complications arising therefrom.

**"Eligible Expenses"** shall mean expenses incurred for Medical Services rendered with respect to a Disability.

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**"Emergency"** shall mean an event or situation that Medical Service is needed immediately in order to prevent death, permanent impairment or other serious consequences of the Insured Person's health.

**"Emergency Treatment"** shall mean Medical Service required in an Emergency. The Emergency event or situation, and the required Medical Service cannot be and are not separated by an unreasonable period of time

**"Flexi Plan"** shall mean any individual indemnity hospital insurance plan under the VHIS framework with enhancement(s) to any or all of the protections or terms and benefits that the Standard Plan provides to the Policy Holder and the Insured Person, subject to certification by the Government. Such plan shall not contain terms and benefits which are less favourable than those in the Standard Plan, save for the exception as may be approved by the Government from time to time.

**"Government"** shall mean the Hong Kong Special Administrative Region Government.

**"Guardian"** in respect of a Minor shall mean the person(s) appointed as the guardian(s) under or acting by virtue of the Guardianship of Minors Ordinance (Cap 13. of the Laws of Hong Kong).

**"HKD"** shall mean Hong Kong dollars.

**"Hong Kong"** shall mean the Hong Kong Special Administrative Region of the People's Republic of China.

**"Hospital"** shall mean an establishment duly constituted and registered as a hospital under the laws of the relevant territory in which it is established, which is for providing Medical Service for sick and injured persons as Inpatients, and which -

(a) has facilities for diagnosis and major operations;

(b) provides twenty-four (24) hours nursing services by licensed or registered nurses;

(c) has one (1) or more Registered Medical Practitioners; 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, a rehabilitation centre, an elderly home or similar establishment.

**"Injury"** shall mean any bodily damage (with or without a visible wound) solely caused by an Accident independent of any other causes.

**"Inpatient"** shall mean an Insured Person who is Confined.

**"Insurance Authority"** shall mean the Insurance Authority of Hong Kong established pursuant to section 4AAA of the Insurance Ordinance.

**"Insurance Ordinance"** shall mean the Insurance Ordinance (Cap. 41 of the Laws of Hong Kong).

**"Insured Person"** shall mean any person whose risks are covered by these Terms and Benefits, and named as the "Insured Person" in the Policy Schedule.

**"Intensive Care Unit"** shall mean that part or unit of a Hospital established for and devoted to providing intensive medical and nursing care for Inpatients.

**"Lifetime Benefit Limit"** shall mean the maximum amount of benefits paid by the Company to the Policy Holder cumulatively since the inception of these Terms and Benefits, irrespective whether any limits of any benefit items stated in the Benefit Schedule have been reached or whether the Annual Benefit Limit in a Policy Year has been reached.

**"Medical Services"** shall mean Medically Necessary services, including, as the context requires, Confinement, treatments, procedures, tests, examinations or other related services for the investigation or treatment of a Disability.

**"Medically Necessary"** shall mean the need to have medical service for the purpose of investigating or treating the relevant Disability in accordance with the generally accepted standards of medical practice and such medical service must –

(a) require the expertise of, or be referred by, a Registered Medical Practitioner;

(b) be consistent with the diagnosis and necessary for the investigation and treatment of the Disability;

(c) be rendered in accordance with standards of good and prudent medical practice, and not be rendered primarily for the convenience or the comfort of the Insured Person, his family, caretaker or the attending Registered Medical Practitioner;

(d) be rendered in the setting that is most appropriate in the circumstances and in accordance with the generally accepted standards of medical practice for the medical services; and

(e) be furnished at the most appropriate level which, in the prudent professional judgment of the attending Registered Medical Practitioner, can be safely and effectively provided to the Insured Person.

For the purpose of these Terms and Benefits, without prejudice to the generality of the foregoing, circumstances where a Confinement is considered Medically Necessary include, but not limited to –

- (i) the Insured Person is having an Emergency that requires urgent treatment in Hospital;
- (ii) surgical procedures are performed under general anaesthesia;
- (iii) equipment for surgical procedure is available in Hospital and procedure cannot be done on a Day Patient basis;
- (iv) there is significantly severe co-morbidity of the Insured Person;
- (v) taking into account the individual circumstances of the Insured Person, the attending Registered Medical Practitioner has exercised his prudent professional judgment and is of the view that for the safety of the Insured Person, the medical service should be conducted in Hospital;
- (vi) in the prudent professional judgment of the attending Registered Medical Practitioner, the length of Confinement of the Insured Person is appropriate for the medical service concerned; and/or
- (vii) in the case of diagnostic procedures or allied health services prescribed by a Registered Medical Practitioner, such Registered Medical Practitioner has exercised his prudent professional judgment and is of the view that for the safety of the Insured Person, such procedures or services should be conducted in Hospital.

For the purpose of exercising his prudent professional judgment in (v) to (vii) above, the attending Registered Medical Practitioner shall have regard to whether the Confinement –

- (aa) is in accordance with standards of good and prudent medical practice in the locality for the medical service rendered, and, in the prudent professional judgment of the attending Registered Medical Practitioner, not rendered primarily for the convenience or the comfort of the Insured Person, his family, caretaker or the attending Registered Medical Practitioner; and
- (bb) is in the setting that is most appropriate in the circumstances and in accordance with the generally accepted standards of medical practice in the locality for the medical service rendered.

**"Minor"** shall mean a person below the Age of eighteen (18) years.

**"Place(s) of Residence"** shall mean the jurisdiction(s) in which a person legally has the right of abode. A change in the Place(s) of Residence refers to the situation where a person has been granted the right of abode of additional jurisdiction(s), or has ceased to have the right of abode of existing jurisdiction(s). The above definition of "Place(s) of Residence" is used solely for the purpose of these Terms and Benefits. For the avoidance of doubt, a jurisdiction in which a person legally has the right or permission of access only but without the right of abode, such as for the purpose of study, work or vacation, shall not be treated as a Place of Residence.

**"Policy"** shall mean this policy underwritten and issued by the Company, which is the contract between the Policy Holder(s) and the Company in respect of this Certified Plan including but not limited to these Terms and Conditions, Benefit Schedule, Application, declarations, Policy Schedule and any Supplement(s) attached to this policy, if applicable. Where this Policy contains additional terms and benefits other than those of this Certified Plan, the meaning of Policy shall also cover such additional terms and benefits.

**"Policy Effective Date"** shall mean the commencement date of these Terms and Benefits which is specified as "Policy Effective Date" in the Policy Schedule.

**"Policy Holder"** shall mean the person who is a legal holder of this Policy and is named as the "Policy Holder" in the Policy Schedule.

**"Policy Issuance Date"** shall mean the date of first issuance of these Terms and Benefits.

**"Policy Schedule"** shall mean a schedule attached to these Terms and Benefits, which sets out, among others, the Policy Effective Date, Renewal Date, the name and the relevant particulars of the Policy Holder and the Insured Person, the eligible benefits, premium and other relevant details in respect of these Terms and Benefits.

**"Policy Year"** shall mean the period of time these Terms and Benefits are in force. The first Policy Year shall be the period from the Policy Effective Date to the day immediately preceding the first Renewal Date as specified in the Policy Schedule (both days inclusive) within one (1) year period; and each subsequent Policy Year shall be the one (1) year period from each Renewal Date.

**"Portfolio"** shall mean all policies of the same terms and conditions and the benefit schedule as certified by the Government as a Certified Plan under VHIS.

**"Pre-existing Condition(s)"** shall mean, in respect of the Insured Person, any Sickness, Disease, Injury, physical, mental or medical condition or physiological degradation, including Congenital Condition, that has existed prior to the Policy Issuance Date or the Policy Effective Date, whichever is the earlier. An ordinary prudent person shall be reasonably aware of a Pre-existing Condition, where –



- (a) it has been diagnosed;
- (b) it has manifested clear and distinct signs or symptoms; or
- (c) medical advice or treatment has been sought, recommended or received.

**"Premium Loading"** shall mean the additional premium on top of the Standard Premium charged by the Company to the Policy Holder according to the additional risk assessed for the Insured Person.

**"Prescribed Diagnostic Imaging Tests"** shall mean computed tomography ("CT" scan), magnetic resonance imaging ("MRI" scan), positron emission tomography ("PET" scan), PET-CT combined and PET-MRI combined.

**"Prescribed Non-surgical Cancer Treatments"** shall mean chemotherapy, radiotherapy, targeted therapy, immunotherapy and hormonal therapy for cancer treatment.

**"Reasonable and Customary"** shall mean, in relation to a charge for Medical Service, such level which does not exceed the general range of charges being charged by the relevant service providers in the locality where the charge is incurred for similar treatment, services or supplies to individuals with similar conditions, e.g. of the same sex and similar Age, for a similar Disability, as reasonably determined by the Company in utmost good faith. The Reasonable and Customary charges shall not in any event exceed the actual charges incurred.

In determining whether a charge is Reasonable and Customary, the Company shall make reference to the followings (if applicable) –

- (a) treatment or service fee statistics and surveys in the insurance or medical industry;
- (b) internal or industry claim statistics;
- (c) gazette published by the Government; and/or
- (d) other pertinent source of reference in the locality where the treatments, services or supplies are provided.

**"Registered Medical Practitioner", "Specialist", "Surgeon" and "Anaesthetist"** shall mean a medical practitioner of western medicine,

(a) who is duly qualified and is registered with the Medical Council of Hong Kong pursuant to the Medical Registration Ordinance (Cap. 161 of the Laws of Hong Kong) or a body of equivalent standing in jurisdictions outside Hong Kong (as reasonably determined by the Company in utmost good faith); and

(b) legally authorised for rendering relevant Medical Service in Hong Kong or the relevant jurisdiction outside Hong Kong where the Medical Service is provided to the Insured Person,

but in no circumstance shall include the following persons - the Insured Person, the Policy Holder, or an insurance intermediary, employer, employee, immediate family member or business partner of the Policy Holder and/or the Insured Person (unless approved in advance by the Company in writing). If the practitioner is not duly qualified and registered under the laws of Hong Kong or a body of equivalent standing in jurisdictions outside Hong Kong (as reasonably determined by the Company in utmost good faith), the Company shall exercise reasonable judgment to determine whether such practitioner shall nonetheless be considered qualified and registered.

**"Renewal", "Renew", "Renewed" or "Renewable"** shall mean renewal of these Terms and Benefits in accordance with their terms without any discontinuance.

**"Renewal Date"** shall mean the effective date of Renewal. The first Renewal Date shall be the date as specified in the Policy Schedule (which shall not be later than the first anniversary of the Policy Effective Date) and the subsequent Renewal Date(s) shall be the anniversary(ies) of the first Renewal Date. The relevant Renewal Date shall be specified in the notification of Renewal in accordance with Section 3 of Part 4.

**"Schedule of Surgical Procedures"** shall mean the list of surgical procedures attached to the Benefit Schedule which sets out the surgical category of different surgical procedures according to their relative degree of complexity, which is from time to time published and subject to regular review by the Government.

**"Sickness" or "Disease"** shall mean a physical, mental or medical condition arising from a pathological deviation from the normal healthy state, including but not limited to the circumstances where signs and symptoms occur to the Insured Person and whether or not any diagnosis is confirmed.

**"Standard Plan"** shall mean the insurance plan with terms and conditions and the benefit schedule equivalent to the minimum compliant product requirements of VHIS, which are from time to time published and subject to regular review by the Government.

**"Standard Plan Terms and Benefits"** shall mean the terms and conditions and the benefit schedule of the Standard Plan, which are

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from time to time published and subject to regular review by the Government. ([https://www.vhis.gov.hk/doc/en/information\\_centre/e\\_standard\\_plan\\_template.pdf](https://www.vhis.gov.hk/doc/en/information_centre/e_standard_plan_template.pdf)).

**"Standard Premium"** shall mean the basic premium for the coverage under this Certified Plan, as charged by the Company to the Policy Holder on an overall Portfolio basis, which may be adjusted in accordance with the Age, gender and/or lifestyle factors of the Insured Person.

**"Supplement(s)"** shall mean any document which may add, delete, amend or replace the terms and benefits of this Policy. Supplement(s) shall include but is not limited to endorsement, rider, annex, schedule or table attached and issued with this Policy.

**"Terms and Benefits"** shall mean the Terms and Conditions together with the Benefit Schedule (including the Schedule of Surgical Procedures) and any related Supplement(s) as certified by the Government under this Certified Plan.

**"Terms and Conditions"** shall mean Part 1 to Part 9 of this Certified Plan.

## **Part 9 Provisions for Multiple Policy Holders**

### **1. Definitions**

In this Part 9, words and expressions used shall have the following meanings –

"Representative Policy Holder"	Where there is more than one person named as the "Policy Holder" in the Policy Schedule and/or any subsequent Supplement(s), shall mean the Policy Holder who has been jointly designated by the other Policy Holders in the Company's prescribed form, to be authorised to give instructions or notices to the Company, and receive notices or benefits from the Company on behalf of all the Policy Holders.
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### **2. Application**

This Part 9 shall apply if this Policy has more than one Policy Holder.

Where a Representative Policy Holder is appointed, all references in Part 1 to Part 8 to the "Policy Holder" giving instructions or notices to the Company, and receiving notices or benefits from the Company shall be construed as a reference to the "Representative Policy Holder" giving instructions or notices to the Company, and receiving notices or benefits from the Company.

Where no Representative Policy Holder is appointed, any instructions or notices to the Company shall be given jointly by all Policy Holders, and any notices or benefits from the Company shall be given or paid to all Policy Holders.

### **3. Joint Policy Holders**

All Policy Holders shall be jointly and severally liable and responsible for the Policy Holders' obligations under these Terms and Benefits.

Save for the circumstances in Section 20 of Part 2 (as replaced by Section 4 below), where a Representative Policy Holder is appointed, the Company shall not be obliged to receive any instructions or notices from, or issue any notices or pay any benefits to, any Policy Holder who is not the Representative Policy Holder. The Company shall be entitled to rely and act upon any instructions or notices received from the Representative Policy Holder, and shall not be required to verify whether any such instructions or notices have been duly authorised and agreed by other Policy Holders.

All Policy Holders may jointly designate another Policy Holder to become the new Representative Policy Holder to replace an existing Representative Policy Holder by completing the prescribed form and sending it to the Company. The form shall be jointly signed by all Policy Holders. The change of Representative Policy Holder shall not be effective until the Company has approved the change and notified in writing the new Representative Policy Holder. From the effective date of the change of Representative Policy Holder, the Company shall issue all notices and pay any benefits to the new Representative Policy Holder.

### **4. Change of ownership of the Policy**

Section 20 of Part 2 shall be deleted in its entirety and replaced with the following –

Subject to the approval of the Company at its discretion, any Policy Holder may transfer his ownership of the Policy by completing the prescribed form and sending it to the Company together with the consent of other Policy Holders. The Company shall consider application of transfer of ownership at the time of Policy renewal without any administration charge on the Policy Holder or transferee. The ownership of any other Policy Holders shall not be affected. The change of ownership shall not be effective until the Company has approved the change and notified in writing to the transferee Policy Holder. From the effective date of the change of ownership, the transferee Policy Holder, together with all other Policy Holders, shall be treated as the absolute owners of this Policy as described in Section 19 of Part 2 and be responsible for the payment of the premiums including any outstanding premiums. If the Representative Policy Holder transfers his ownership to a transferee Policy Holder, all the Policy Holders shall designate a new Representative Policy Holder and notify the Company in its prescribed form.

The Company shall not reject any application by a Policy Holder for the transfer of ownership to –

- (a) the Insured Person if he has reached the Age of eighteen (18) years;
- (b) the parent or the Guardian of the Insured Person if he is a Minor; or
- (c) any person whose familial relationship with the Insured Person is accepted by the Company according to its prevailing underwriting practices which are readily accessible by the Policy Holders.

## **5. Death of a Policy Holder**

Section 21 of Part 2 shall be deleted in its entirety and replaced with the following –

If any of the Policy Holders dies, he shall be removed as a Policy Holder and the remaining Policy Holder(s) shall be the sole Policy Holder(s), unless the relevant Policy Holder has nominated a person to be the successive Policy Holder of the Policy in the event of his death.

If all of the Policy Holders die and the named successive Policy Holder refuses the transfer, the ownership of this Policy shall be transferred to –

- (a) the Insured Person if he has reached the Age of eighteen (18) years; or
- (b) the parent or the Guardian if the Insured Person is a Minor. If the parent or the Guardian refuses the transfer, the ownership of this Policy shall be transferred to the administrator or executor of the Policy Holder's estate.

The transfer of ownership of this Policy in accordance with the above paragraph shall be conditional upon the Company having received satisfactory evidence of the Policy Holder's death.

If the Representative Policy Holder dies, all the remaining Policy Holders and the named successive Policy Holder if any shall jointly designate a new Representative Policy Holder and notify the Company in its prescribed form.

## SUPPLEMENT A

### Asia iCare

(This is to supplement Part 6 Benefit Provisions of the Terms and Benefits)

Subject to the following terms and conditions and during the period while these Terms and Benefits are in force, the Company shall reimburse the Eligible Expenses which are Reasonable and Customary or charges in accordance with Sections 1 to 4 under this Supplement.

The amount of expenses payable under this Supplement shall be subject to the limits as stated in the Benefit Schedule and the amount of expenses so payable shall not exceed the actual expenses incurred.

#### 1. Supplementary information on basic benefits

##### (a) Specialist's fee

Any Eligible Expenses which are payable under Section 3(d) of Part 6 of the Terms and Benefits shall be subject to the corresponding benefit limit for each Disability in a Policy Year as stated in the Benefit Schedule.

Benefit limit of this benefit shall be counted afresh for any Eligible Expenses incurred-

- (i) in a new Policy Year, regardless of whether the Eligible Expenses charged by the Specialist are related to the same or different Disabilities;
- (ii) within the same Policy Year concerning different Disabilities, except for the Eligible Expenses charged by the same Specialist for more than one (1) Disability during the same Confinement, such Specialist's fee incurred shall be payable subject to one (1) benefit limit for the Specialist's fee benefit; or
- (iii) within the same Policy Year concerning more than one (1) Confinement for the same Disability, provided that such Confinement does not occur within ninety (90) consecutive days following the discharge date of previous Confinement in relation to the same Disability.

##### (b) Prescribed Non-surgical Cancer Treatments

Any Eligible Expenses which are payable under Section 3(j) of Part 6 of the Terms and Benefits shall be subject to the corresponding benefit limits for each Disability in a Policy Year as stated in the Benefit Schedule.

Benefit limit of this benefit shall be counted afresh for any Eligible Expenses incurred-

- (i) in a new Policy Year, regardless of whether the Eligible Expenses incurred for the Prescribed Non-surgical Cancer Treatments are related to the same or different Disabilities;
- (ii) within the same Policy Year concerning different Disabilities, unless the apportionment of Eligible Expenses charged on Prescribed Non-surgical Cancer Treatments for more than one (1) Disability is not available, such Eligible Expenses incurred for the Prescribed Non-surgical Cancer Treatments shall be payable subject to one (1) benefit limit for the Prescribed Non-surgical Cancer Treatments benefit; or
- (iii) within the same Policy Year concerning more than one (1) Prescribed Non-surgical Cancer Treatments incurred for the same Disability, provided that such Prescribed Non-surgical Cancer Treatment does not occur within ninety (90) consecutive days following the date of Medical Services previously received in relation to the same Disability.

For the purpose of this benefit,

- (iv) Primary Cancer and its Secondary Cancer shall be considered as the same Disability;
- (v) the Secondary Cancer found in different body parts with unknown primary site shall be considered as the same Disability.

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## 2. Additional benefits

### (a) Companion bed at Hospital

On any day of Confinement, this benefit shall be payable for the cost charged for one (1) companion bed for one (1) caregiver of an Insured Person who is under the Age of eighteen (18) or above the Age of sixty-five (65) at the date of admission.

### (b) Kidney dialysis treatment

If the Insured Person is diagnosed with chronic and irreversible kidney failure, this benefit shall be payable for the Eligible Expenses charged on regular haemodialysis or peritoneal dialysis performed during Confinement or in a setting for providing Medical Services to a Day Patient recommended in writing by the attending Registered Medical Practitioner.

Where Eligible Expenses under this benefit are also covered under Section 3 of Part 6 of the Terms and Benefits, such Eligible Expenses shall be payable in the following order:

- (i) this kidney dialysis treatment;
- (ii) Section 3 of Part 6 of the Terms and Benefits.

### (c) Home care service (in Hong Kong only)

#### (i) Home nursing

If the Insured Person has been Confined for seven (7) consecutive days or a longer period, this benefit shall be payable for the Eligible Expenses charged on home nursing services in Hong Kong within the period stated in the Benefit Schedule after discharge from Hospital subject to one (1) visit per day, provided that such home nursing services are:

- (aa) recommended by the attending Registered Medical Practitioner;
- (bb) rendered by a Qualified Nurse; and
- (cc) directly related to and/or as a result of the condition arising from the same cause (including any and all complications therefrom) necessitating such Confinement.

#### (ii) Assistant healthcare service

If the Insured Person:

- (aa) has been Confined for seven (7) consecutive days or a longer period; or
- (bb) has undergone an intermediate, major or complex surgery as classified under the Schedule of Surgical Procedures. If a surgical procedure performed is not included in the Schedule of Surgical Procedures, the Company may reasonably determine its surgical category according to the gazette published by the Government or any other relevant publication or information including but not limited to the schedule of fees recognised by the government, relevant authorities and medical association in the locality where the surgical procedure is performed,

this benefit shall be payable for the charges of the assistant healthcare services (including but not limited to bathing, dressing, functional mobility (walking), feeding, meal delivery, toileting and incontinence care, escort services for receiving Medical Services) which are reasonable and customary received in Hong Kong within the period stated in the Benefit Schedule after discharge from Hospital subject to one (1) visit per day, provided that such assistant healthcare services are:

- (cc) recommended by the attending Registered Medical Practitioner;
- (dd) provided by a Qualified Health Caregiver in Hong Kong; and
- (ee) directly related to and/or as a result of the condition arising from the same cause (including any and all complications therefrom) necessitating such Confinement.

### 3. Full cover for Elective Medical Package at the Network Hospital (in Hong Kong only)

(a) Where the conditions set out in Section 3(b) below are fulfilled, the expenses eligible for the benefit items described under:

- (i) Sections 3(a) to (h) and 3(k)(i) of Part 6 of the Terms and Conditions; and/or
- (ii) Section 2(a) of this Supplement A,

shall be payable in accordance with this Section 3 subject to the benefit limit as stated in the Benefit Schedule.

For the avoidance of doubt,

- (iii) any Eligible Expenses and other charges incurred and payable under this Section 3 shall not be payable under Sections 3(a) to (h) and 3(k)(i) of Part 6 of the Terms and Benefits and Section 2(a) of this Supplement A; and
- (iv) any Eligible Expenses incurred for Prescribed Diagnostic Imaging Test and post-Confinement/Day Case Procedure outpatient care shall be payable under Sections 3(i) or 3(k)(ii) of Part 6 of the Terms and Condition respectively, subject to their corresponding benefit limits as stated in the Benefit Schedule.

(b) This benefit shall only be payable if all the following conditions (i) to (vii) are fulfilled –

- (i) The Insured Person must receive a Pre-Confinement or Day Case Procedure Consultation with the Appointed Doctor;
- (ii) The Insured Person must present a valid AsiaHealthNet card and the Hong Kong Identity Card / Macau Identity Card (or other valid identification document(s) accepted by CUHK Medical Centre or CUHK Medical Clinic) for registration of the Pre-Confinement or Day Case Procedure Consultation at CUHK Medical Centre or CUHK Medical Clinic;
- (iii) The Policy Holder or Insured Person must use the AsiaHealthNet card to pay the Eligible Expenses and other charges incurred for Pre-Confinement or Day Case Procedure Consultation and the Elective Medical Package;
- (iv) The Insured Person is required to comply with the pre-authorisation procedures and obtain approval as specified under Section 3(e) of this Supplement A;
- (v) The Medical Services the Insured Person receives during the Confinement or as a Day Patient must be available under the list of Elective Medical Packages published on the Company's website as at the approval date of pre-authorisation.
- (vi) The Insured Person must be Confined or undergo a Day Case Procedure at the Network Hospital; and
- (vii) The Insured Person must be Confined in a Ward of the Network Hospital in the case of Confinement.

This benefit shall not be payable if any of the conditions stated in Sections (i) to (vii) above has not been fulfilled. In that case, all the Eligible Expenses and other charges incurred for -

- (viii) the Pre-Confinement or Day Case Procedure Consultation;
- (ix) the Confinement; and/or
- (x) the Day Case Procedure

shall be payable under Sections 3(a) to (h) and 3(k)(i) of Part 6 of the Terms and Benefits and Section 2(a) and/or Section 4 (if applicable) of this Supplement A, subject to their corresponding benefit limits as stated in the Benefit Schedule.

(c) If the Insured Person is Confined voluntarily at a room class which is higher than Ward of the Network Hospital, the previously issued pre-authorisation confirmation ("Letter of Guarantee") shall be voided and the Eligible Expenses and other charges incurred during the Confinement shall be payable in accordance with Sections 3(a) to (h) of Part 6 of the Terms and Benefits and Section 2(a) and/or Section 4 (if applicable) of this Supplement A.

- (d) The benefit payable under this Section 3 shall not be subject to Section 3(c) above where the room class upgrade arises from –
- (i) unavailability of accommodation at the entitled room class due to ward or room shortage for Emergency Treatment;
  - (ii) isolation reasons that require a specific class of accommodation; or
  - (iii) other reasons not involving personal preference of the Policy Holders and/or the Insured Persons.
- (e) The pre-authorisation procedures are set out as below:
- (i) During the Pre-Confinement or Day Case Procedure Consultation, the Appointed Doctor shall complete Application for the Pre-authorisation of Cashless Elective Medical Package (“Pre-authorisation Form”) with the Insured Person in accordance with the Insured Person’s medical condition.
 

Save for the exceptions in Sections 3(e)(v) and 3(f)(v) of this Supplement A, where the recommended Medical Service stated in the Pre-authorisation Form is not available under the list of Elective Medical Packages, all the Eligible Expenses and other charges incurred during the Confinement or the Day Case Procedure shall be payable under Sections 3(a) to 3(h) of Part 6 of the Terms and Benefits and Section 2(a) and/or Section 4 (if applicable) of this Supplement A.
  - (ii) The Appointed Doctor shall then send the completed Pre-authorisation Form to the Company for review at least three (3) working days prior to the Confinement or Day Case Procedure. The Company shall be responsible for ensuring that the Appointed Doctor is aware of all the required information to be included when completing the Pre-authorisation Form.
  - (iii) If the pre-authorisation application is approved, the Company shall issue a Letter of Guarantee to the Insured Person and CUHK Medical Centre or CUHK Medical Clinic on the next working day. CUHK Medical Centre or CUHK Medical Clinic shall then contact the Insured Person for scheduling the date of Confinement or Day Case Procedure.
  - (iv) In case the Insured Person, in the opinion of the Appointed Doctor, urgently needs to receive a Medical Service under the list of Elective Medical Packages and the three (3) working days prior approval requirement as stated in (ii) above could not be fulfilled, the Appointed Doctor shall submit the pre-authorisation request to the Company as soon as possible or on the next working day if such Medical Service occurs out of the Company’s support hours, Monday – Friday (except public holidays) from 9:00am to 5:30pm. The Company shall assess pre-authorisation request in accordance with the requirements set out in Section 3 of this Supplement except Section 3(e)(ii) above. The Company shall be responsible for ensuring that the Appointed Doctor shall make the submission of pre-authorisation request in accordance with this Section 3(e)(iv) and is aware of all the required information to be included when completing the Pre-authorisation Form.
  - (v) In the case where the Letter of Guarantee has been erroneously issued due to the Company’s fault and/or clerical error made by the Company, the Company shall inform the Policy Holder and CUHK Medical Centre or CUHK Medical Clinic on the next working day immediately after the Company has acknowledged such fault or error. All the Eligible Expenses and other charges incurred shall be payable in accordance with the benefit limit of Section 3 of this Supplement A as stated in the Benefit Schedule.
  - (vi) In case any Shortfall is paid by the Company, the Policy Holder shall repay the Shortfall in full to the Company upon the Company’s reasonable demand.
  - (vii) The issuance of a Letter of Guarantee from the Company under Section 3 of this Supplement A shall not be deemed as an agreement on the Company’s part to pay the total amount of costs set out in the Letter of Guarantee. The Policy Holder’s entitlement to any reimbursement shall be subject to the Terms and Conditions of the Policy.
- (f) Variations to previously approved Medical Services
- (i) If there is any variation to previously approved Medical Services recommended in writing by an Appointed Doctor, whether it is prior to or during the Confinement or Day Case Procedure, CUHK Medical Centre or CUHK Medical Clinic shall inform the Company in writing immediately and obtain pre-authorisation approval of such variation, save for the exception described in Section 3(e)(v) of this Supplement A. The Company shall assess such request of

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pre-authorisation for variation and inform the Insured Person and CUHK Medical Centre or CUHK Medical Clinic of the pre-authorisation result on the next working day immediately after receiving the request of variation. Letter of Guarantee shall be revised and issued upon approval of such variation, the Company shall inform and explain to the Policy Holder or Insured Person if such request of variation is declined. For the avoidance of doubt, the Company shall ensure that the CUHK Medical Centre or CUHK Medical Clinic shall inform the Company on such variation in accordance with this clause, and neither the Policy Holder nor the Insured Person shall be responsible for any failure or delay of the CUHK Medical Centre or CUHK Medical Clinic to do so.

- (ii) Where the variation arises from the same Disability or medical condition (including any and all complications therefrom) necessitating the previously approved Confinement or Day Case Procedure, whether such variation involves another Elective Medical Package or other non-Elective Medical Package Medical Services, the Eligible Expenses and other charges incurred for such variation shall be payable in accordance with Section 3 of this Supplement A.
- (iii) Where the variation arises from a different Disability or medical condition necessitating the approved Confinement or Day Case Procedure, and involves another Elective Medical Package, Eligible Expenses and other charges incurred for such variation shall also be payable in accordance with Section 3 of this Supplement A.
- (iv) Where the variation arises from a different Disability or medical condition necessitating the approved Confinement or Day Case Procedure, but involves other non-Elective Medical Package Medical Services, Eligible Expenses and other charges incurred by such variation shall be payable in accordance with Sections 3(a) to (h) of Part 6 of the Terms and Benefits and Section 2(a) and/or Section 4 (if applicable) of this Supplement A.
- (v) In the event of Section 3(f)(iv) above, any Eligible Expenses incurred for the variation involving both Elective Medical Packages and non-Elective Medical Packages during the same Confinement and apportionment of expenses is not available, such Eligible Expenses shall be payable under Section 3 of this Supplement A.

#### 4. Supplementary major medical benefit (optional)

- (a) If the supplementary major medical benefit is selected and it is shown on the Benefit Schedule, this benefit shall be payable subject to the terms and conditions as stated in this Section 4.
- (b) Subject to the Coinsurance and corresponding benefit limits as specified in the Benefit Schedule, this benefit shall be payable for the Eligible Expenses and other charges in excess of the benefit limits as stated in the Benefit Schedule for benefit items covered under –
  - (i) Sections 3(a) to (h) of Part 6 of these Terms and Benefits; and/or
  - (ii) Sections 2(a) and 3 of this Supplement A.

For the avoidance of doubt, under the following items, this benefit shall only be payable for the Eligible Expenses where the number of days exceed the corresponding limits as stated in the 1. Basic Benefits and 2. Additional benefits of the Benefit Schedule:

- (iii) Sections 3(a), (c) and (e) of Part 6 of the Terms and Benefits; and/or
  - (iv) Section 2(a) of this Supplement A
- (c) The amount payable under this benefit shall be calculated according to the following formula, subject to the benefit limit of supplementary major medical benefit as stated in the Benefit Schedule,

$$(A - B) \times (1 - C)$$

Where:

- A = Amount of Eligible Expenses and other charges of each benefit item payable in accordance with Sections 3(a) to (h) of Part 6 of the Terms and Benefits and Sections 2(a) and 3 of this Supplement A, after applying exclusion and before applying the benefit limits
- B = Amount of benefit limits and the per day limit, if applicable, as stated in Benefit Schedule
- C = Supplementary major medical benefit Coinsurance as stated in Benefit Schedule; or the applicable adjusted

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Coinsurance as stated in Section 4(d) of this Supplement A, whichever is applicable.

- (d) In any event, where a room class upgrade due to the personal preference of the Policy Holders and/or the Insured Person, the Coinsurance to be applied to the calculation of supplementary major medical benefit as stated in the Benefit Schedule shall be replaced by the adjusted Coinsurance in the table below:

Entitled room class	Confined room class	Adjusted Coinsurance (Percentage of reimbursement)
Ward	Semi-Private Room	50% (50%)
Ward	Standard Private Room	75% (25%)
Ward	Above Standard Private Room	87.5% (12.5%)
Semi-Private Room	Standard Private Room	50% (50%)
Semi-Private Room	Above Standard Private Room	87.5% (12.5%)

- (e) The adjusted Coinsurance as specified in Section 4(d) of this Supplement A shall not apply where the room class upgrade arises from –
- (i) unavailability of accommodation at the entitled room class due to ward or room shortage for Emergency Treatment;
  - (ii) isolation reasons that require a specific class of accommodation; or
  - (iii) other reasons not involving personal preference of the Policy Holders and/or the Insured Persons.

## 5. Definition

Under these Terms and Benefits, words and expressions used shall have the following meanings –

**"Above Standard Private Room"** shall mean a deluxe room, suite, executive room, VIP room or any other rooms of a class higher than that of a Standard Private Room as defined below.

**"Appointed Doctor"** shall mean Registered Medical Practitioners of CUHK Medical Centre or CUHK Medical Clinic who are appointed by the Company to provide the services to the Insured Person in accordance with Section 3 of Supplement A. The list of the "Appointed Doctor" shall be listed in the "iAsia" online customer service portal of the Company. Such list may be varied, updated and amended from time to time at the Company's reasonable discretion, and any changes shall be deemed as effective on the date of publication irrespective of whether any separate notice is given.

**"Elective Medical Package"** shall mean a set of Medical Services listed on the website of the Company (<https://www.asiainsurance.hk>) which shall be payable in accordance with Section 3 of Supplement A. The list of Elective Medical Packages may be varied, updated and amended from time to time at the Company's reasonable discretion, and any changes shall be deemed as effective on the date of publication irrespective of whether any separate notice is given.

**"Network Hospital"** shall mean Hospitals that have been appointed by the Company to provide Elective Medical Packages to the Insured Person. The list of "Network Hospital" is listed on the website of the Company (<https://www.asiainsurance.hk>). Such list may be varied, updated and amended from time to time at the Company's reasonable discretion, and any changes shall be deemed as effective on the date of publication irrespective of whether any separate notice is given.

**"Pre-Confinement or Day Case Procedure Consultation"** shall mean a consultation (including but not limited to consultation, western medication prescribed or diagnostic test) for the Insured Person, rendered by the Registered Medical Practitioner of CUHK Medical Centre or CUHK Medical Clinic, prior to Confinement or receive Day Case Procedure at Network Hospital, for applying pre-authorisation under Section 3 of this Supplement A.

**"Primary Cancer"** shall mean a cancer that is at the original site where it first began.

**"Qualified Health Caregiver"** shall mean a health worker who is

- (a) qualified / certified after completion of the training courses for health worker in residential care homes for the elderly or combined health worker training courses approved by the Social Welfare Department of Hong Kong; or
- (b) legally authorised for rendering healthcare service in Hong Kong where the healthcare service is provided to the Insured Person,

but in no circumstance shall include the following persons – the Insured Person, the Policy Holder, or an insurance intermediary, employer, employee, immediate family member or business partner of the Policy Holder and/or the Insured Person (unless approved in advance by the Company in writing).

**"Qualified Nurse"** shall mean a nurse

- (a) who is duly qualified and is either registered with the Nursing Council of Hong Kong pursuant to the Nurses Registration Ordinance (Cap. 164 of the Laws of Hong Kong) or a body of equivalent standing in jurisdictions outside Hong Kong (as reasonably determined by the Company in utmost good faith); and
- (b) legally authorised for rendering relevant nursing service in Hong Kong where the nursing service is provided to the Insured Person,

but in no circumstance shall include the following persons – the Insured Person, the Policy Holder, or an insurance intermediary, employer, employee, immediate family member or business partner of the Policy Holder and/or the Insured Person (unless approved in advance by the Company in writing). If the nurse is not duly qualified and registered under the laws of Hong Kong or a body of equivalent standing in jurisdictions outside Hong Kong (as reasonably determined by the Company in utmost good faith), the Company shall exercise reasonable judgment to determine whether such nurse shall nonetheless be considered qualified and registered.

**"Secondary Cancer"** shall mean metastasis (spread) of the original Primary Cancer to another region of the body.

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**"Semi-Private Room"** shall mean a room categorized as a semi-private or second class room by a Hospital. In case the Hospital does not have any room categorisation, "Semi-Private Room" shall mean a room in Hospital for the Insured Person's use with no more than two (2) patient beds and one (1) shared bath or shower room.

**"Shortfall"** shall mean any expenses which are not covered under these Terms and Benefits or which exceed the benefit limit of these Terms and Benefits.

**"Standard Private Room"** shall mean a Hospital room for the Insured Person's private use with its own private facilities including one (1) patient bed with a bath or shower room, but excluding a room of any higher room class with its own kitchen, dining or sitting room(s).

**"Ward"** shall mean a room categorized as a standard room or ward by a Hospital. In case if the Hospital does not have any room categorisation, a "Ward" shall mean a room with more than two (2) patient beds.

## SUPPLEMENT B

### Asia iCare

(This is to supplement Part 6 Benefit Provisions and Supplement A of these Terms and Benefits)

#### 1. No claim enhanced annual benefit limit

- (a) The Annual Benefit Limit as specified in the Benefit Schedule shall be increased by 10 percent (10%) for the Policy Year immediately following a Renewal Date provided that:
  - (i) No benefit under these Terms and Benefits has been paid by the Company in respect of a claim incurred during the two (2) consecutive Policy Years immediately preceding the Renewal Date ("Claim-free Years"); and
  - (ii) Asia iCare was in effect throughout the Claim-free Years.
- (b) If, after the Annual Benefit Limit of a Policy Year has been increased on a Renewal Date, a claim incurred in respect of the Claim-free Years has been paid under these Terms and Benefits by the Company after such Renewal Date, the Policy Holder shall not be entitled to this no claim enhanced annual benefit limit in the Policy Year following such Renewal Date. Eligible Expenses and other charges incurred in such Policy Year payable under the Terms and Benefits should be subject to the Annual Benefit Limit as stated in the Benefit Schedule accordingly.
- (c) In the event of (b) above, if any claims paid in the relevant Policy Year by the Company exceeded the Annual Benefit Limit, the Policy Holder shall return to the Company the exceeded amount upon the Company's reasonable request.
- (d) For the purpose of assessing the Policy Year for no claim enhanced annual benefit limit, a claim is considered as incurred on:
  - (i) the admission date for Confinement; or
  - (ii) the treatment date for non-Confinement Medical Services.
- (e) For the avoidance of doubt, even where the Policy Holder has accrued more than two (2) Policy Years in which no claim has been incurred under the Terms and Benefits preceding a Renewal Date, the Annual Benefit Limit as specified in the Benefit Schedule in the following Policy Year shall be only increased by 10 percent (10%).
- (f) The Company shall send a notification of Renewal as specified in Section 3 of Part 4 of these Terms and Benefits together with the updated Annual Benefit Limit including the no claim enhanced annual benefit limit of the following Policy Year to the Policy Holder upon Renewal.

## SUPPLEMENT C

### Inclusion of VAT and GST as Eligible Expenses

This Supplement shall be attached to and form part of the Terms and Benefits. Unless otherwise defined, words and expressions used in the Terms and Benefits shall have the same meanings when they are used in this Supplement.

This Supplement shall take effect from 01 March 2022 ("**Effective Date**").

With effect from the Effective Date, the following terms and conditions shall be applied to the Terms and Benefits –

1. With respect to any Eligible Expenses incurred on or after the Effective Date, the terms and conditions in this Supplement shall be applicable, and Eligible Expenses shall include the VAT and GST (if any) charged or imposed on the expenses incurred for Medical Services rendered with respect to a Disability.
2. For the purpose of Section 13 of Part 7 of the Terms and Benefits, any VAT and GST which is refunded to the Policy Holder or Insured Person (as the case may be) shall be excluded pursuant to such Section 13, and shall not be recoverable under the Terms and Benefits.

#### Definition

"**VAT and GST** " shall mean value added taxes, goods and services taxes or other taxes, duties or levies of a similar nature, which may be charged or imposed by the relevant tax or similar authorities or governmental departments on the expenses incurred for Medical Services rendered with respect to a Disability

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