FirstCare

The Policy

Please read this policy carefully
Your right to change your mind

If you are not completely satisfied, or our plan’s coverage overlaps with your other existing protection plans coverage or exceed your needs, then please return the policy to us within 30 days. We will cancel this plan and refund any premium you have paid. Otherwise, we will assume you have accepted this plan subject to its terms and conditions.

Your right to cancel the policy is based on the following conditions:

• Your request to cancel must be signed by you and received directly by any HSBC branch or by AXA General Insurance Hong Kong Limited within 30 days of receipt of your policy.

• No refund can be made if a claim has already been paid.

Should you have any queries or need further explanation, you may contact Insurance Service Hotline on (852) 2867 8678 (please note that tele-conversations may be recorded to ensure service quality) or write to us.
Personal Information Collection Statement

AXA General Insurance Hong Kong Limited (referred to hereinafter as the “Company”) recognises its responsibilities in relation to the collection, holding, processing, use and/or transfer of personal data under the Personal Data (Privacy) Ordinance (Cap. 486) (“PDPO”). Personal data will be collected only for lawful and relevant purposes and all practicable steps will be taken to ensure that personal data held by the Company is accurate. The Company will take all practicable steps to ensure security of the personal data and to avoid unauthorised or accidental access, erasure or other use.

Please note that if you do not provide us with your personal data, we may not be able to provide the information, products or services you need or process your request.

**Purpose:** From time to time it is necessary for the Company to collect your personal data which may be used, stored, processed, transferred, disclosed or shared by us for purposes (“Purposes”), including:

1. offering, providing and marketing to you the products/services of the Company, other companies of the AXA Group (“our affiliates”) or our business partners (see “Use and provision of personal data in direct marketing” below), and administering, maintaining, managing and operating such products/services;
2. processing and evaluating any applications or requests made by you for products/services offered by the Company and our affiliates;
3. providing subsequent services to you, including but not limited to administering the policies issued;
4. any purposes in connection with any claims made by or against or otherwise involving you in respect of any products/services provided by the Company and/or our affiliates, including investigation of claims;
5. evaluating your financial needs;
6. designing products/services for customers;
7. conducting market research for statistical or other purposes;
8. matching any data held which relates to you from time to time for any of the purposes listed herein;
9. making disclosure as required by any applicable law, rules, regulations, codes of practice or guidelines or to assist in law enforcement purposes, investigations by police or other government or regulatory authorities in Hong Kong or elsewhere;
10. conducting identity and/or credit checks and/or debt collection;
11. complying with the laws of any applicable jurisdiction;
12. carrying out other services in connection with the operation of the Company’s business; and
13. other purposes directly relating to any of the above.

**Transfer of personal data:** Personal data will be kept confidential but, subject to the provisions of any applicable law, may be provided to:

1. any of our affiliates, any person associated with the Company, any reinsurance company, claims investigation company, your broker, industry association or federation, fund management company or financial institution in Hong Kong or elsewhere and in this regard you consent to the transfer of your data outside of Hong Kong;
2. *The Hongkong and Shanghai Banking Corporation Limited (“HSBC”) for any of the Purposes and for the following additional bank related purposes: ensuring ongoing credit worthiness of customers, creating and maintaining credit and risk related models, providing the personal data to credit reference agencies for the purposes of conducting credit checks and other directly related purposes, determining the amount of indebtedness owed to or by customers and collection of amounts outstanding from customers and those providing security for customers’ obligations;
3. any person (including private investigators) in connection with any claims made by or against or otherwise involving you in respect of any products/services provided by the Company and/or our affiliates,
4. any agent, contractor or third party who provides administrative, technology or other services (including direct marketing services) to the Company and/or our affiliates in Hong Kong or elsewhere and who has a duty of confidentiality to the same;
5. credit reference agencies or, in the event of default, debt collection agencies;
6. any actual or proposed assignee, transferee, participant or sub-participant of our rights or business; and
7. any government department or other appropriate governmental or regulatory authority in Hong Kong or elsewhere.

For our policy on using your personal data for marketing purposes, please see the section below “Use and provision of personal data in direct marketing”.

Transfer of your personal data will only be made for one or more of the Purposes specified above.

**Use and provision of personal data in direct marketing:** The Company intends to:

1. use your name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data held by the Company from time to time for direct marketing;
2. conduct direct marketing (including but not limited to providing reward, loyalty or privileges programmes) in relation to the following classes of products and services that the Company, our affiliates, our co-branding partners and our business partners may offer:
   a) insurance, banking, provident fund or scheme, financial services, securities and related products and services;
   b) products and services on health, wellness and medical, food and beverage, sporting activities and membership, entertainment, spa and similar relaxation activities, travel and transportation, household, apparel, education, social networking, media and high-end consumer products;
3. the above products and services may be provided by the Company and/or:
   a) any of our affiliates;
   b) third party financial institutions;
   c) the business partners or co-branding partners of the Company and/or affiliates providing the products and services set out in 2.
      above;
   d) third party reward, loyalty or privileges programme providers supporting the Company or any of the above listed entities
4. in addition to marketing the above products and services, the Company also intends to provide the data described in 1. above to all or any of the persons described in 3. above for use by them in marketing those products and services, and the Company requires your written consent (which includes an indication of no objection) for that purpose;

Before using your personal data for the purposes and providing to the transferees set out above, the Company must obtain your written consent, and only after having obtained such written consent, may use and provide your personal data for any promotional or marketing purpose.

You may in future withdraw your consent to the use and provision of your personal data for direct marketing.

If you wish to withdraw your consent, please inform us in writing to the address in the section on “Access and correction of personal data”. The Company shall, without charge to you, ensure that you are not included in future direct marketing activities.

Access and correction of personal data: Under the PDPO, you have the right to ascertain whether the Company holds your personal data, to obtain a copy of the data, and to correct any data that is inaccurate. You may also request the Company to inform you of the type of personal data held by it.

Requests for access and correction or for information regarding policies and practices and kinds of data held by the Company should be addressed in writing to:

Data Privacy Officer
AXA General Insurance Hong Kong Limited
23/F, One Kowloon, 1 WangYuen Street, Kowloon Bay, Kowloon, Hong Kong

A reasonable fee may be charged to offset the Company’s administrative and actual costs incurred in complying with your data access requests.

* This is applicable only if you are applying for a product and/or service of, or making a request to, the Company through HSBC as the Company’s distribution agent. Your personal data will not be provided to HSBC for any of the Purposes and the additional purposes and for direct marketing by HSBC set out in the paragraphs above if you do not apply for the product and/or service of, or make a request to, the Company through HSBC as the Company’s distribution agent.
Attach Policy Schedule
# FirstCare

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FirstCare is provided to the Insured and/or the Policyholder subject to the terms and conditions contained in this Policy.

PART 1

Definitions

In this Policy, words and expressions used shall have the following meanings:

1. ‘Accident’ shall mean an unforeseen and unexpected event of violent, accidental, external and visible nature which shall be the sole cause of bodily injury.

2. ‘Anaesthetist’s Fees’ shall mean the fees paid for the actual charges made by the Anaesthetist only if an Anaesthetist was used in addition to the Surgeon in any surgical procedure requiring the services of an Anaesthetist.

3. ‘Annual Overall Limit’ shall mean the maximum aggregate sum of benefits for which the Insured Person is covered under this Policy during the Period of Insurance as specified in the Policy Schedule.

4. ‘Card’ shall mean the ‘FirstCare Card’ issued by the Company to the Insured Person.

5. ‘Child’ shall mean, except as defined under Part 2 section 4.06, any child of the Insured or the Policyholder who has attained the age of 15 days and is an unmarried person, or any person coming within the rights of the Insured Person, or any person coming within the rights of the Insured Person, or any person coming within the rights of the Insured Person.

6. ‘Chinese Medicine Practitioner’ shall mean a listed or registered Chinese medicine practitioner under the Chinese Medicine Ordinance (Cap.549 of the Laws of Hong Kong SAR) or duly qualified practitioner of Chinese medicine registered as such under the laws of the country in which the claim arises and where the Treatment takes place; but excluding the Insured Person, relatives or business partners of the Insured Person.

7. ‘Chiropractor’ shall mean a registered Chiropractor under the Chiropractors Registration Ordinance (Cap.428 of the Laws of Hong Kong SAR) or duly qualified partitioner or chiropractor registered as such under the laws of the country in which the claim arises and where the Treatment takes place but excluding the Insured Person, relatives or business partners of the Insured Person.

8. ‘Congenital Conditions’ shall mean any condition, Disease, Illness, Injury, or disorder existing at the time of birth or as a result of prematurity, as well as neo-natal physical abnormalities developing within 6 months of birth. They shall include:

   (i) all major, intermediate or minor congenital malformations presenting at any age;
   (ii) all inguinal hernias and all hydroceles (or their complications) presenting from birth to the age of 15;
   (iii) congenital hernias, for example, umbilical, internal intra-abdominal, thoraco-abdominal congenital or congenital ventral hernias;
   (iv) undescended testicle; and
   (v) other conditions not listed here which would be regarded as congenital by prevailing medical opinion.

9. ‘Copayment’ shall mean a fixed fee or percentage portion of costs (as stated in the Policy Schedule and as may be varied by the Company from time to time) the Insured Person must contribute towards the cost of medical services received.

10. ‘Company’ means AXA General Insurance Hong Kong Limited.

11. ‘Covered Services’ shall mean services covered under this Policy as more particularly described in Part 2 of this Policy.

12. ‘Dependant’ shall mean only the following:

   (a) the spouse of the Insured or the Policyholder and,
   (b) any Child, including those legally adopted by the Insured or the Policyholder.

13. ‘Dentist’ shall mean a person duly qualified and legally registered as such in Hong Kong SAR and should a claim and dental Treatment occur out of Hong Kong SAR, the term shall mean a practitioner of dentistry who is duly registered as such under the laws of the country in which the claim arises and where dental Treatment takes place; but excluding the Insured Person, relatives or business partners of the Insured Person.

14. ‘Dental Abnormalities or Conditions’ shall mean a dental condition marked by a pathological deviation from the normal healthy state.

15. ‘Dental Benefits’ shall mean the benefits provided for under the Policy in respect of dental expenses. Such expenses must be incurred by an Insured Person as a result of Injury, Dental Abnormalities or Conditions.

16. ‘Dentally Necessary Expenses’ shall mean dental expenses incurred solely for a dental care service provided by a Dentist which is:-

   (i) consistent with the diagnosis and customary dental treatment for the condition; and
   (ii) in accordance with good and prudent dental practice; and
   (iii) not for the convenience of the Policyholder, the Insured Person, or any person coming within the meaning of a Dentist; and
Emergency shall mean an event or a situation that
within the meaning of ‘Registration’ as defined in this
attained the age of 75 years (or 65 years of age for
and who is more than 15 days’ old but has not yet
or ‘Disability’
(iv) performed at a Normal and Customary charge on
Hospital which must be for a minimum period of 12
shall mean confinement in a
‘Hospital Confinement’
(iv) is not primarily a clinic, a place of alcoholics or drug
Administrative Region.
‘Hong Kong SAR
Room and Board charges.
specification in the Policy Schedule.
‘Effective Date’ shall mean the start date of the Period of
Insurance specified in this Part.
Eligible Person’ shall mean any person or his Dependant
and who is more than 15 days’ old but has not yet
attained the age of 75 years (or 65 years of age for
Company Top-up plan or optional Outpatient Benefit)
at the date of Registration and who has been registered
within the meaning of ‘Registration’ as defined in this
Part.
‘Emergency’ shall mean an event or a situation that
medical Treatment or care is needed immediately in
order to prevent death or permanent impairment of an
Insured Person’s health.
‘Evacuation’ shall mean the evacuation cover provided by
Worldwide Emergency Assistance. In the event of an
emergency, the Insured Person can call anywhere in the
world on the telephone number listed in the User Guide.
The Insured Person will be required to provide details of
insurance.
‘Expiry Date’ shall mean the last date of the Period of
Insurance specified in the Policy Schedule.
‘General Nursing Care’ shall mean the charges as levied
and published by a Hospital and forming part of the
Room and Board charges.
‘Hong Kong SAR’ shall mean the Hong Kong Special
Administrative Region.
‘Hospital’ shall mean an establishment recognised,
constituted and registered as such under the laws of the
territory in which that establishment is situated as a
hospital for the care and Treatment of sick and injured
persons as paying bed patients, and which (i) has
facilities for diagnosis and Major surgery, (ii) provides 24
hours a day nursing services by registered and Qualified
Nurses, (iii) is under the supervision of Physician, and
(iv) is not primarily a clinic, a place of alcoholics or drug
addicts, a sanatorium, a nature care clinic, a health hydro,
a nursing, rest or convalescent home or home for the
aged or similar establishment.
‘Hospital Confinement’ shall mean confinement in a
Hospital which must be for a minimum period of 12
consecutive hours before any Medical Benefits hereunder
are payable, except that no minimum period of hospital
confinement is required in respect of any expenses
incurred at a Hospital in connection with any Emergency
Treatment required as a result of (and within 24 hours
following) an Injury or in respect of fees charged by a
Registered Medical Practitioner for the performance of a
surgical procedure or operation, or in respect of a Minor
Operation received in a recognised day care surgical
centre owned and operated as such by a Hospital.
Hospital Services’ shall mean the services rendered
by a Hospital in respect of diagnostic procedures and
physiotherapy and other special hospital services
provided by a Hospital in connection with Hospital
Confinement.
‘In-network Services’ shall mean the clinics of the
health care services Providers listed in Network Doctor
Directory.
‘Insured’ shall mean the person who is named as “the
Insured”, in the Policy Schedule.
‘Insured Person’ shall mean each and any person who
is an “Eligible Person” as defined in this Part 1 and is
named as “Person Enrolled” in the Policy Schedule and
is duly registered under this Policy and whose name and
other particulars as deemed necessary by the Company
shall have been furnished to the Company.
‘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.
‘Macau SAR’ shall mean the Macau Special
Administrative Region.
‘Maternity’ shall mean any condition arising out of or
during any one pregnancy, childbirth or miscarriage or
any complication arising from the same (but excluding
induced abortion save and except where it is medically
necessary).
‘Medical Benefits’ shall mean the benefits provided for
under this Policy in respect of medical expenses. Such
expenses must be incurred by an Insured Person as a
result of Injury, Sickness, Disease or Illness.
‘Medically Necessary Services’ shall mean medical
or health care services which are necessary for the
Treatment of an Illness, Sickness, Disease or Injury and
which are:
(i) consistent with the diagnosis and customary
medical Treatment for medical condition; and
(ii) in accordance with good and prudent medical
practice; and
(iii) not for the convenience of the Policyholder, the Insured Person or any other person coming within the meaning of 18 and 62 as defined in this Part; and

(iv) Covered Service performed at Normal and Customary charge.

40. ‘Minor Operation’ shall mean a surgical procedure performed by a Registered Medical Practitioner under local anaesthetic or without general anaesthetic and where the surgical procedure listed falls only under the Company’s Classification Schedule of Surgical Operations as a minor operation.

41. ‘Network Doctor Directory’, as case maybe, shall mean a directory which contains lists of In-network Services Providers. The Company reserves the right to update the directory at its own discretion without prior notice.

42. ‘Normal and Customary’ shall mean, in relation to fees, a sum not exceeding a reasonable average of the fees charged under similar conditions by persons of equivalent experience and professional status in the area in which the service was provided; and in relation to material or services, shall mean a sum not exceeding a reasonable average of the charges for similar material or services in equivalent circumstances of quality and economic consideration in the same area as that in which any such material or services were obtained.

43. ‘Normal Pregnancy’ shall mean pregnancy that:

(i) Begins without Major pre-existing health problems;

(ii) Progresses through routine stages/fetal growth as noted by a doubling of HCG blood levels every 2 days in the early stages of pregnancy; and

(iii) Proceeds without any major complications. Major complications shall mean continued vaginal bleeding, pre eclampsia (high blood pressure), gestational diabetes or placenta problems.

44. ‘Operating Theatre Charges’ shall mean the fees paid to a Hospital for the use of the operating theatre for operations performed in respect of a covered Disability.

45. ‘Outpatient Services’ shall mean those services listed in Part 2, Section 6.03 of this Policy.

46. ‘Out-of-network Services Providers’ shall mean the clinics of the health care services Provider not listed in Network Doctor Directory.

47. ‘Policy’ shall mean all the terms and conditions contained herein, the Policy Schedule, endorsements and attachments thereto and, if applicable by stipulation in the Policy Schedule, the Company’s Classification Schedule of Surgical Operations as may be supplied with this Policy or as published or notified to the Policyholder from time to time.

48. ‘Policyholder’ shall mean the applicant of this Policy who must be aged at least 18, if applicable, and is the owner of this Policy.

49. ‘Policy Schedule’ shall mean the policy schedule which is attached to and forms a part of this Policy.

50. ‘Pre-existing Conditions’ shall mean:

(a) Disabilities which existed before the Effective Date in respect of an Insured Person and which presented signs or symptoms of which the Insured Person was aware or should reasonably have been aware.

(b) Without prejudice to (a), the following Disabilities when occurring during the first year from the Effective Date (but not to the exclusion of all others):

(i) tumours of internal organs

(ii) haemorrhoids

(iii) diseased tonsils requiring surgery

(iv) pathological abnormalities of nasal septum or turbinates

(v) hyperthyroidism

(vi) cataracts

(vii) sinus conditions requiring surgery

(viii) hallux valgus

(c) Without prejudice to (a) and (b), the following Disabilities when occurring during the first 6 months from the Effective Date (but not to the exclusion of all others):

(i) tuberculosis

(ii) anal fistulae

(iii) gall stones

(iv) calculi of kidney, urethra or bladder

(v) hypertension, cardiac disease or vascular disease

(vi) gastric or duodenal ulcer

(vii) tumours of skin, muscular tissue, bone tumours or malignancies of blood or bone marrow.

(viii) diabetes mellitus

51. ‘Prescribed Medicines’ shall mean such medicines and drugs which may not be dispensed legally without the prescriptions of a Doctor and which have been prescribed by the Doctor specifically for the Treatment of a covered Disability, and must be purchased from a licensed or registered pharmacy under the laws of Hong Kong SAR or other jurisdiction where the medicines are purchased, and which is not a Doctor’s clinic.

52. ‘Provider’ shall mean, wherever the content admits, any Doctor, Qualified Nurse, Specialist (Non-Surgical) and Chinese Medicine Practitioner as defined in this Policy.

53. ‘Public Hospital’ shall mean any Hospital that is run, operated, controlled or subsidised by the Government of Hong Kong SAR or the Hospital Authority of Hong
Kong SAR. “Hospital Authority” shall mean a statutory body established under the Hospital Authority Ordinance (Cap.113 of the Laws of Hong Kong SAR).

54. ‘Qualified Nurse’ shall mean any nurse other than the Insured/Policyholder himself, his relative, families and business partners legally qualified and authorised to render nursing services, having qualifications at least equivalent to Registered Nurse or Enrolled Nurse of Hong Kong SAR. “Registered Nurse” shall mean a nurse whose name appears in any part of the register of nurses maintained by the Nursing Council of Hong Kong in accordance with Section 5 of the Nurse Registration Ordinance (Cap.164 of the Laws of Hong Kong SAR) and “Enrolled Nurse” shall mean a nurse whose name appears in any part of the roll of enrolled nurses maintained by the Nursing Council of Hong Kong in accordance with Section 11 of the Nurse Registration Ordinance (Cap.164 of the Laws of Hong Kong SAR).

55. ‘Registration’ whenever the context admits shall mean registration of an Eligible Person by the Company as an Insured Person of the Policy as stipulated in the Policy Schedule and the term ‘Registered’ shall be construed accordingly.

56. ‘Renewals or Renewed Policies’ shall mean a policy which has been renewed without any lapse of time upon the expiry of a preceding policy.

57. ‘Room and Board’ shall mean the charges as levied and published by a Hospital for the cost of accommodation, meals and general nursing.

58. ‘Setting’ shall mean the practice address or office or place where medical care services are carried out by any Provider coming within the meaning of ‘Doctors’ as defined in Part 1, a Hospital outpatient department or Hospital accommodation coming within the meaning of “Hospital” as defined in Part 1, as appropriate for Treatment.

59. ‘Sickness’, ‘Disease’ or ‘Illness’ shall mean a physical condition marked by a pathological deviation from the normal healthy state.

60. ‘Specialist (Non-Surgical)’ shall mean a Registered Medical Practitioner who is registered in the Specialist Register of the Medical Council of Hong Kong SAR or equivalent and qualified to practise specialist care according to the qualified speciality. A physiotherapist who is registered or licensed as such under the laws of the country in which medical Treatment is received; but excluding the Insured Person, relatives or business partners of the Insured Person, is deemed to be a Specialist (Non-Surgical) only for services provided as a result of a referral from a Registered Medical Practitioner.

61. ‘Specialist Fees’ shall mean the fees payable to a Specialist (Non-Surgical) in respect of specialist services provided to the Insured Person during the period in a Hospital for Treatment of a covered Disability as the result of a referral from a Registered Medical Practitioner.


The expressions shall mean those persons described as such in Network Doctor Directory or those persons duly qualified and legally registered as such to practise

western medicine in Hong Kong SAR and should a claim and Treatment occur out of Hong Kong SAR shall mean a practitioner of western medicine who is duly registered as such under the laws of the country in which the claim arises and where Treatment takes place; but excluding the Insured Person, relatives or business partners of the Insured Person.

63. ‘Surgical Fees’ shall mean the fees payable to Surgeon(s) as provided for in this Policy for the operations performed in respect of a covered Disability including his fees for two pre-surgical assessments.

64. ‘Treatment’ shall mean surgical or medical procedures, the sole purpose of which is the cure or relief of Injury, Sickness, Disease or Illness.

PART 2
Covered Services

1. Extent of Coverage

1.01 The Company shall pay for Medically Necessary Services in accordance with the provisions of this Part 2 but subject to other parts of this Policy and other limitations or exclusions applicable as noted in the schedules or attachments to this Policy. Services other than the Medically Necessary Services or services listed in Part 3 under ‘Exclusions’ shall not be covered.

1.02 Insured Persons shall be liable to pay for

(i) expenses for services that are not Medically Necessary Services;

(ii) Copayment (if any); and

(iii) services that exceed the maximums or limits or any deductible, where applicable, pursuant to the Policy Schedule.

2. Hospital and Surgical Benefits

2.01 Hospital and Surgical Benefits shall be available only if:

(i) the Insured Person is registered and staying as an Inpatient in a Hospital; and

(ii) they are reasonable and are medically necessary for Treatment.

2.02 All laboratory examinations and diagnostic tests required for admission must be conducted on an outpatient basis prior to admission to Hospital unless it is medically necessary for such testing to be conducted in an Inpatient Setting.

2.03 Hospital and Surgical Benefits shall be subject to limits and maximums (or maximum percentages) as specified in the Policy Schedule:

(a) Room and Board and General Nursing Care

Room and Board and General Nursing Care
shall be paid when, upon recommendation of a Registered Medical Practitioner, an Insured Person is registered as an Inpatient in a Hospital for the Treatment of a Disability and incurs charges thereof. The amount of benefit shall be equal to the actual charges charged by the Hospital during the Insured Person’s Hospital Confinement (excepting those for private nursing services) but in no event shall the benefits payable under this paragraph exceed the limits or maximums (or maximum percentages) as set forth in the Policy Schedule.

(b) Hospital Services
Hospital Services as specified in the Policy Schedule shall be paid during the time that an Insured Person is registered and staying as an Inpatient in a Hospital for Treatment of a Disability and incurs charges thereof. The amount of benefit shall be equal to the normal, proper and actual charges charged by the Hospital during the Insured Person’s Hospital Confinement but in no event shall the benefits payable under this provision exceed the limits or maximums (or maximum percentages) as set forth in Policy Schedule.

Hospital Services shall include the following, except where deleted or omitted from coverage or specified to the contrary in the Policy Schedule:

(i) drugs, medicines and curative materials consumed in the Hospital;
(ii) dressing, ordinary splints and plaster casts;
(iii) laboratory examinations;
(iv) electrocardiograms; basal metabolism test;
(v) physiotherapy;
(vi) anaesthesia and oxygen and their administration;
(vii) films & X-rays and their interpretation & special diagnostic procedures such as computerised tomography;
(viii) intravenous infusions;
(ix) administration of blood or blood plasma, but not the cost of blood or blood plasma;
(x) ambulance service to and/or from the Hospital;
(xi) operating theatre services;
(xii) anaesthetic services.

(c) Surgical Benefits
A surgical benefit will be paid in an amount equal to the Surgical Fees actually charged for surgical operation(s) (including the fees for two pre-surgical assessments) provided that the maximum benefit payable for all surgical operations performed in respect of any Disability shall not exceed the limits or maximums (or maximum percentages) as set forth in the Policy Schedule.

Surgical Fees will where applicable be paid in accordance with the Company’s Classification Schedule of Surgical Operations (“the Classification Schedule”) or the Company’s Percentage Schedule of Surgical Operations (“the Percentage Schedule”). The Company shall have absolute discretion and liberty to revise or amend the Classification Schedule and/or the Percentage Schedule or any part thereof as it may consider appropriate or necessary from time to time. If the operation performed is not shown in the Classification Schedule or the Percentage Schedule, the Company shall have absolute discretion to determine the classification or the percentage of cover for such operation and such determination shall be final and binding. An operation of equivalent gravity and severity will be used by the Company as a basis for this determination.

If two or more procedures are performed through the same incision(s), reimbursement for expenses for all such procedures shall not exceed the amount indicated for the one surgical procedure performed which incurs the largest amount of expenses. If more than one surgical procedure is to be performed at the same surgical session through different incisions the Company will pay (a) 100% fees for the procedure for which the greatest fee is payable; (b) 50% for the next most costly procedure; (c) 25% for the third most costly procedure. If any alternative procedures including X-ray, radium or any other radioactive substances are used for Treatment in place of any cutting operation listed in the Percentage Schedule or the Classification Schedule, the Company will pay a benefit which is usual and customary for such Treatment up to amount provided for in the Policy Schedule with reference to the Percentage Schedule or the Classification Schedule, whichever is applicable, subject to the limits, maximums (or maximum percentages) specified in the Policy Schedule.

Any Surgical Fee to be reimbursed must be incurred for services rendered by a Registered Medical Practitioner qualified to render the surgical service for which the claim is made and must be an eligible expenses. Payments made under this surgical benefit provision shall be in lieu of all benefits otherwise payable for the same Treatment under any other benefits provisions of this Policy.

(d) Anaesthetist’s Fees
An Anaesthetist’s Fee will be paid for the actual charges made by the Anaesthetist (if an Anaesthetist was required in addition to the Surgeon in any surgical procedure requiring
(e) Operating Theatre Charges
An Operating Theatre Charges will be paid for the use of the operating theatre for the carrying out of any surgical procedure during Hospital Confinement subject to the limits and maximums (or maximum percentages) set forth in the Policy Schedule.

(f) Home Nursing
Home nursing benefits shall be paid when an Insured Person incurs expenses for services rendered by a Qualified Nurse in respect of nursing at the Insured Person’s home for such period or periods recommended by a Registered Medical Practitioner.

The amount of such benefits shall be equal to the actual charges for such services but in no event shall the benefits payable under this provision exceed the limits or maximums (or maximum percentages) as set forth in the Policy Schedule.

The coverage provided under this home nursing provision does not apply to charges for:-

(i) a nursing service provided by more than one nurse during any one consecutive 24 hours period; or

(ii) any nursing service or Treatment by physiotherapy treatment or any medical check up by X-ray examination or any other means which are purely for diagnostic purposes.

(g) In-hospital Doctor’s visits
If an Insured Person on any day of a Hospital Confinement shall be necessarily treated by a Doctor for covered Disabilities, the Company will pay an amount equal to the charges charged by the Doctor for such visit, Treatment or consultation but in no event shall the benefit payable exceed the limits or maximums (or maximum percentages) as set forth in the Policy Schedule.

The coverage provided under this provision does not apply to charges for more than one Treatment or consultation visit within a consecutive period of 24 hours unless the Insured Person is referred by an attending Doctor to another Doctor or Specialist (Non-Surgical) for Treatment or consultation.

(h) In-hospital Specialists Fee
An in-hospital specialists fees shall be paid in an amount equal to the actual charges charged by a Specialist (Non-Surgical) to whom the Insured Person has been referred by a Registered Medical Practitioner during Hospital Confinement but in no event shall exceed the limits or maximums (or maximum percentages) as set forth in the Policy Schedule.

(i) Intensive Care
Intensive care services are payable for the actual Hospital charges incurred as a result of the Insured Person being accommodated in an Intensive Care Unit recommended by the Doctor in charge but payments shall in no event exceed the limits or maximums (or maximum percentages) as set forth in the Policy Schedule. Payments made under this provision shall be in lieu of any Room and Board benefit for such medical Treatment.

(j) Cash Benefits
Cash Benefit shall be paid Each Day subject to the limit or maximums (or maximum percentages) contained in the Policy Schedule when upon recommendation of a Registered Medical Practitioner, an Insured Person is registered as an Inpatient in a general ward bed only of a Public Hospital for the Treatment of a covered Disability and incurs charges thereof.

The amount of the benefit payable shall in no event exceed the limits or maximums (or maximum percentages) as set forth in the Policy Schedule, and in no event shall be paid in addition to any other benefits payable under this Policy for any one Disability.

(k) Special services
The following special services up to the limit of each Disability specified in the Policy Schedule shall be covered:

- chemotherapy
- radiotherapy
- renal dialysis

(l) Post-operative consultation/therapy
Treatment of post-surgical care performed by the Surgeon after discharge from the Hospital for a period up to 6 weeks after the operation of a covered Disability shall be covered. The amount of the benefit payable shall in no event exceed the limits or maximums (or maximum percentages) as set forth in the Policy Schedule, and in no event shall be paid under any other benefits specified in Part 2 for any one Disability.

(m) Advanced diagnostic imaging
The following advanced diagnostic imaging recommended by a Doctor in respect of a covered Disability up to the limit of each Disability specified in the Policy Schedule shall be covered:-

(i) Magnetic Resonance Imaging;
(ii) Computerised Tomography Scan and
(iii) Positron Emission Tomography Scan
### Adrenal Operations

<table>
<thead>
<tr>
<th>Name of Operations</th>
<th>Classification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adrenalectomy</td>
<td>Major</td>
</tr>
<tr>
<td>(laparoscopic/retroperitoneoscopic)</td>
<td></td>
</tr>
<tr>
<td>Bilateral adrenalectomy</td>
<td>Complex</td>
</tr>
</tbody>
</table>

### Cardiac Operations

<table>
<thead>
<tr>
<th>Name of Operations</th>
<th>Classification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Percardiocentesis</td>
<td>Minor</td>
</tr>
<tr>
<td>Insertion/replacement of pacemaker</td>
<td>Intermediate</td>
</tr>
<tr>
<td>Balloon dilation of pulmonary artery</td>
<td>Major</td>
</tr>
<tr>
<td>Electrophysiological study</td>
<td>Major</td>
</tr>
<tr>
<td>Percutaneous transluminal coronary angioplasty (PTCA) &amp; related procedures</td>
<td>Major</td>
</tr>
<tr>
<td>Pulmonary Valvotomy</td>
<td>Major</td>
</tr>
<tr>
<td>Balloon/Transluminal laser/</td>
<td>Major</td>
</tr>
<tr>
<td>Transluminal Radiofrequency</td>
<td></td>
</tr>
<tr>
<td>Coronary artery bypass graft</td>
<td>Complex</td>
</tr>
<tr>
<td>Replacement of valve</td>
<td>Complex</td>
</tr>
<tr>
<td>Heart Transplant</td>
<td></td>
</tr>
</tbody>
</table>

### Eye Operations

<table>
<thead>
<tr>
<th>Name of Operations</th>
<th>Classification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excision/removal of lesion of eyelid</td>
<td>Minor</td>
</tr>
<tr>
<td>Probing with/without syringing of</td>
<td>Minor</td>
</tr>
<tr>
<td>lacrimal canaliculi/nasolacrimal duct</td>
<td></td>
</tr>
<tr>
<td>Laser capsulotomy</td>
<td>Minor</td>
</tr>
<tr>
<td>Repair of entropion or ectropion</td>
<td>Minor</td>
</tr>
<tr>
<td>Mechanical vitrectomy/</td>
<td>Intermediate</td>
</tr>
<tr>
<td>Removal of vitreous</td>
<td></td>
</tr>
<tr>
<td>Operation on pterygium</td>
<td>Intermediate</td>
</tr>
<tr>
<td>Thermokeratoplasty</td>
<td>Intermediate</td>
</tr>
<tr>
<td>Trabecuoplasty by laser</td>
<td>Intermediate</td>
</tr>
<tr>
<td>Capsulotomy of lens</td>
<td>Intermediate</td>
</tr>
<tr>
<td>Retinal detachment operations</td>
<td>Intermediate</td>
</tr>
<tr>
<td>Retinal tear operations</td>
<td>Intermediate</td>
</tr>
<tr>
<td>Dacryocystorhinostomy (DCR)</td>
<td>Major</td>
</tr>
<tr>
<td>Extracapsular extraction of lens</td>
<td>Major</td>
</tr>
<tr>
<td>Extraction of lens</td>
<td>Major</td>
</tr>
<tr>
<td>Intracapsular extraction of lens</td>
<td>Major</td>
</tr>
<tr>
<td>Pneumatic retinopexy</td>
<td>Major</td>
</tr>
<tr>
<td>Repair of retinal tear/detachment with buckle</td>
<td>Major</td>
</tr>
<tr>
<td>Scleral buckling/encircling of retina</td>
<td>Major</td>
</tr>
<tr>
<td>Trabeculectomy</td>
<td>Major</td>
</tr>
<tr>
<td>Cornea Transplant</td>
<td>Major</td>
</tr>
<tr>
<td>Circling/buckling with vitrectomy</td>
<td>Complex</td>
</tr>
</tbody>
</table>

### Gastrointestinal Operations

<table>
<thead>
<tr>
<th>Name of Operations</th>
<th>Classification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Colonoscopy with/without biopsy</td>
<td>Minor</td>
</tr>
<tr>
<td>Excision of lesion or tissue of anus</td>
<td>Minor</td>
</tr>
<tr>
<td>OGD with/without removal of foreign body (oesophageal)</td>
<td>Minor</td>
</tr>
<tr>
<td>Ligation of hemorrhoids</td>
<td>Minor</td>
</tr>
<tr>
<td>Sigmoidoscopy with/without biopsy</td>
<td>Minor</td>
</tr>
<tr>
<td>Appendectomy (open/laparoscopic)</td>
<td>Intermediate</td>
</tr>
<tr>
<td>Colonoscopy with excision of lesion of large intestine</td>
<td>Intermediate</td>
</tr>
<tr>
<td>Destruction of hemorrhoids by crostherapy/cauterisation</td>
<td>Intermediate</td>
</tr>
<tr>
<td>Endoscopic retrograde</td>
<td>Intermediate</td>
</tr>
<tr>
<td>Cholangiography (ERC)</td>
<td>Intermediate</td>
</tr>
<tr>
<td>Fistulectomy under general anaesthesia</td>
<td>Intermediate</td>
</tr>
<tr>
<td>Haemorrhoidectomy</td>
<td>Intermediate</td>
</tr>
<tr>
<td>Herniotomy of hernia</td>
<td>Intermediate</td>
</tr>
<tr>
<td>Hydrocoele Complex</td>
<td>Major</td>
</tr>
<tr>
<td>Laparoscopy</td>
<td>Intermediate</td>
</tr>
<tr>
<td>OGD with ligation/banding of oesophageal/gastric varices</td>
<td>Intermediate</td>
</tr>
<tr>
<td>Cholecystectomy, total/partial</td>
<td>Major</td>
</tr>
<tr>
<td>(open/laparoscopic)</td>
<td></td>
</tr>
<tr>
<td>Laparoscopic anterior resection of rectum</td>
<td>Major</td>
</tr>
<tr>
<td>Laparoscopic hemicolecotomy</td>
<td>Major</td>
</tr>
<tr>
<td>Laparoscopic hernia repair</td>
<td>Major</td>
</tr>
<tr>
<td>Lobectomy of liver/Hemihepatectomy</td>
<td>Complex</td>
</tr>
<tr>
<td>Total colectomy</td>
<td>Complex</td>
</tr>
<tr>
<td>Liver Transplant</td>
<td>Complex</td>
</tr>
</tbody>
</table>

### Ear Operations

<table>
<thead>
<tr>
<th>Name of Operations</th>
<th>Classification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excision/destruction of lesion of external ear</td>
<td>Minor</td>
</tr>
<tr>
<td>Myringotomy with/without insertion of tube</td>
<td>Minor</td>
</tr>
<tr>
<td>Suture of auricle/laceration of external ear</td>
<td>Minor</td>
</tr>
<tr>
<td>Excision of pre-auricular sinus</td>
<td>Minor</td>
</tr>
<tr>
<td>Incision of middle ear</td>
<td>Intermediate</td>
</tr>
<tr>
<td>Myringoplasty</td>
<td>Intermediate</td>
</tr>
<tr>
<td>Labyrinthectomy</td>
<td>Major</td>
</tr>
<tr>
<td>Simple mastoidectomy</td>
<td>Major</td>
</tr>
<tr>
<td>Tympanoplasty</td>
<td>Major</td>
</tr>
</tbody>
</table>

### Gynaecological Operations

<table>
<thead>
<tr>
<th>Name of Operations</th>
<th>Classification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Biopsy of uterus with/without hysteroscopy</td>
<td>Minor</td>
</tr>
<tr>
<td>Conisation of cervix</td>
<td>Minor</td>
</tr>
<tr>
<td>Destruction of lesion of cervix by cryosurgery/</td>
<td>Minor</td>
</tr>
<tr>
<td>cauterisation/laser/excision</td>
<td></td>
</tr>
<tr>
<td>Destruction of lesion of vagina by laser</td>
<td>Minor</td>
</tr>
<tr>
<td>Dilation &amp; curettage of uterus</td>
<td>Minor</td>
</tr>
<tr>
<td>Excisional biopsy of vulva</td>
<td>Minor</td>
</tr>
<tr>
<td>Loop diathermy excision of lesion of cervix</td>
<td>Minor</td>
</tr>
<tr>
<td>Operation</td>
<td>Complexity</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td><strong>Hysterectomy and Related</strong></td>
<td></td>
</tr>
<tr>
<td>Wertheim's hysterectomy</td>
<td>Complex</td>
</tr>
<tr>
<td>Radical vaginal hysterectomy with repair of cystocele</td>
<td>Intermediate</td>
</tr>
<tr>
<td>Vaginal hysterectomy with repair of cystocele</td>
<td>Major</td>
</tr>
<tr>
<td>Endometrial ablation/division</td>
<td>Intermediate</td>
</tr>
<tr>
<td><strong>Lymphatic Operations</strong></td>
<td></td>
</tr>
<tr>
<td>Axillary lymph node sampling</td>
<td>Minor</td>
</tr>
<tr>
<td>Fine needle aspiration cytology</td>
<td></td>
</tr>
<tr>
<td>Biopsy/Excision of superficial lymph nodes/</td>
<td>Minor</td>
</tr>
<tr>
<td>Simple excision of other lymphatic structure</td>
<td></td>
</tr>
<tr>
<td>Bilateral inguinal lymphadenectomy</td>
<td>Intermediate</td>
</tr>
<tr>
<td>Excision of deep cervical lymph node</td>
<td>Intermediate</td>
</tr>
<tr>
<td>Excision of lymph node/lymphangioma/ cystic hygroma</td>
<td>Intermediate</td>
</tr>
<tr>
<td>Cervical lymphadenectomy</td>
<td>Intermediate</td>
</tr>
<tr>
<td>Pelvic lymphadenectomy, radical</td>
<td>Major</td>
</tr>
<tr>
<td>Splenectomy</td>
<td>Major</td>
</tr>
<tr>
<td>Wide excision of axillary lymph node/</td>
<td>Major</td>
</tr>
<tr>
<td>Axillary clearance</td>
<td></td>
</tr>
<tr>
<td>Neck dissection</td>
<td>Major</td>
</tr>
<tr>
<td>Radical groin dissection</td>
<td>Major</td>
</tr>
<tr>
<td><strong>Thoracic Surgery</strong></td>
<td></td>
</tr>
<tr>
<td>Thoracotomy/revision, with/without drainage</td>
<td>Major</td>
</tr>
<tr>
<td>Total abdominal hysterectomy with/without salpingo-ophorhectomy</td>
<td>Major</td>
</tr>
<tr>
<td>Total laparoscopic hysterectomy</td>
<td>Major</td>
</tr>
<tr>
<td>Uterine myomectomy, abdominal approach</td>
<td>Major</td>
</tr>
<tr>
<td>Vaginal hysterectomy</td>
<td>Major</td>
</tr>
<tr>
<td>Vaginal hysterectomy with repair of cystocele</td>
<td>Major</td>
</tr>
<tr>
<td>Radical abdominal hysterectomy</td>
<td>Complex</td>
</tr>
<tr>
<td>Vaginal hysterectomy with repair of cystocele &amp; rectocele</td>
<td>Complex</td>
</tr>
<tr>
<td>Wertheim's hysterectomy</td>
<td>Complex</td>
</tr>
<tr>
<td><strong>Neurosurgery Operations</strong></td>
<td></td>
</tr>
<tr>
<td>Excision of lesion or tissue of skull</td>
<td>Major</td>
</tr>
<tr>
<td>Excision of lesion or tissue of cerebral meninges</td>
<td>Complex</td>
</tr>
<tr>
<td>Excision of pituitary gland</td>
<td>Complex</td>
</tr>
<tr>
<td>Excision of lesion or tissue of maxillary sinus</td>
<td>Intermediate</td>
</tr>
<tr>
<td>Excision of lesion or tissue of mandible</td>
<td>Intermediate</td>
</tr>
<tr>
<td>Craniectomy</td>
<td>Major</td>
</tr>
<tr>
<td>Functional Endoscopic Sinus Surgery</td>
<td>Major</td>
</tr>
<tr>
<td><strong>Maxillo-facial operations</strong></td>
<td></td>
</tr>
<tr>
<td>Closed reduction of maxillary/mandibular fracture</td>
<td>Intermediate</td>
</tr>
<tr>
<td>Closed reduction and fixation of fracture mandible</td>
<td>Intermediate</td>
</tr>
<tr>
<td>Mandibulectomy for benign disease</td>
<td>Major</td>
</tr>
<tr>
<td>Open reduction of maxillary/mandibular fracture</td>
<td>Major</td>
</tr>
<tr>
<td><strong>Nose, Mouth &amp; Pharynx Operations</strong></td>
<td></td>
</tr>
<tr>
<td>Adenoidectomy</td>
<td>Minor</td>
</tr>
<tr>
<td>Control of epistaxis by cauteration and packing</td>
<td>Intermediate</td>
</tr>
<tr>
<td>Excision of lesion of nose</td>
<td>Minor</td>
</tr>
<tr>
<td>Incision and drainage of tonsil and peritonsillar structure</td>
<td>Minor</td>
</tr>
<tr>
<td>Excision of oral cavity lesion</td>
<td>Minor</td>
</tr>
<tr>
<td>Polypectomy of nose</td>
<td>Minor</td>
</tr>
<tr>
<td>Excision of lesion of tonsil and adenoid</td>
<td>Intermediate</td>
</tr>
<tr>
<td>Septoplasty</td>
<td>Intermediate</td>
</tr>
<tr>
<td>Submucous resection of nasal septum with/without Septoplasty</td>
<td>Intermediate</td>
</tr>
<tr>
<td>Tonsillectomy with/without adenoidectomy</td>
<td>Intermediate</td>
</tr>
<tr>
<td>Excision of lesion of maxillary sinus with Caldwell Luc Approach</td>
<td>Intermediate</td>
</tr>
<tr>
<td>Laser assisted Uvulopalatoplasty</td>
<td>Intermediate</td>
</tr>
<tr>
<td>Partial Parotidectomy</td>
<td>Major</td>
</tr>
<tr>
<td>Excision of malignant tumour, mandible</td>
<td>Major</td>
</tr>
<tr>
<td>Functional Endoscopic Sinus Surgery</td>
<td>Major</td>
</tr>
<tr>
<td><strong>Orthopaedic Operations</strong></td>
<td></td>
</tr>
<tr>
<td>Release of tendon sheath by incision</td>
<td>Minor</td>
</tr>
<tr>
<td>Joint aspiration/injection</td>
<td>Minor</td>
</tr>
<tr>
<td>Muscle biopsy</td>
<td>Minor</td>
</tr>
</tbody>
</table>
Removal of implants from bone (except deep bone of thigh) Minor
Closed reduction of fracture of finger without internal fixation Minor
Application of POP cast Minor
Change in muscle or tendon length Intermediate
Removal of implants from bone of thigh, deep Intermediate
Closed reduction of fracture without internal fixation (except finger/thigh) Intermediate
Closed reduction of dislocation (except hip) Intermediate
Synovectomy (except hand & finger) Intermediate
Arthroscopy (except hip) Intermediate
Fasciectomy Intermediate
Excision of ganglion/lesion of tendon sheath Intermediate
Meniscectomy knee Intermediate
Open reduction with internal fixation of fracture of finger, hand & toe Intermediate
Suture of tendon Intermediate
Achilles tendon repair Major
Closed reduction of fracture of thigh without internal fixation Major
Open reduction of dislocation of hip Major
Arthroscopic meniscectomy Major
Repair of meniscus Major
Laminectomy with diskectomy Major
Partial hip replacement Major
Open reduction with internal fixation of fracture (except finger, hand & toe) Major
Anterior spinal fusion (except cervical) Major
Laminectomy with diskectomy Major
Partial hip replacement Major
Open reduction with internal fixation of fracture (except cervical) Complex
Total hip replacement Complex
Total shoulder replacement Complex

Renal Operations
Cystoscopy with/without biopsy Minor
Cystoscopy and related therapeutic operations Intermediate
Cystotomy/Suprapubic cystotomy/ lithotomy Intermediate
Extracorporeal shock wave lithotripsy (ESWL) Intermediate
Dilation of bladder neck Intermediate
Laser ablation of bladder tumour Intermediate
Repair of urinary stress incontinence Major
Suprapubic sling operation Major
Nephrectomy (open/laparoscopic/ retroperitoneoscopy) Major
Radical Nephrectomy (open/laparoscopic/ retroperitoneoscopy) Major
Cystoplasty Complex
Total/Radical Cystectomy (open/laparoscopic) Complex
Kidney Transplant Complex

Skin and Breast Operations
Local excision or destruction of lesion or tissue of skin & subcutaneous tissue Minor
Incision with removal of foreign body from skin & subcutaneous tissue Minor
Wedge resection of in-growing toe nail Minor
Fine needle aspiration of breast cyst Minor
Exploration of skin wound Intermediate
Excision or destruction of breast tissue/nipple Intermediate
Radical excision of skin lesion Intermediate
Subtotal mastectomy Intermediate
Simple mastectomy Intermediate
Mastectomy (except subtotal & simple) Major

Spine Operations
Lumbar puncture Minor
Lumbar puncture Minor
Neurolysis (chemical destroy of a nerve) Intermediate
Neuroplasty Intermediate
Release of carpal/tarsal tunnel Intermediate
Removal of spinal neurostimulator Intermediate
Exploration and decompression of spinal canal Major
Excision of intraspinal lesion, intradural/ extradural Major
Excision of lesion of spinal cord Complex

Thyroid Operations
Aspiration of thyroid field Minor
Excision of thyroglossal duct or tract Intermediate
Thyroidectomy, complete/para/subtotal Major
Excision of thyamus Major

Upper Respiratory Operations
Endoscopic biopsy of larynx, open Minor
Excision or destruction of lesion or tissue of larynx Minor
Excision of bilateral vocal polyp Minor
Stripping of vocal cords/larynx Minor
Tracheostomy Minor
Local excision or destruction of lesion or tissue of trachea Intermediate

Vascular Operations
Arterial Catheterisation/Insertion of venous catheter Minor
Arteriovenostomy for renal dialysis Minor
Venous/haemodialysis catheterisation Minor
Bone Marrow Transplant Intermediate

A remote second opinion benefit shall be available to the Insured Person under Essential Plan or Privilege Plan for any new or relapse condition for which an initial diagnosis has been performed and which the Company deems is useful and/or medically beneficial, provided that the new or relapse condition is covered under Hospital and Surgical Benefits and subject to other terms, conditions, limitations and exclusions of this Policy.

4. Emergency Medical Evacuation Service
This benefit is applicable to Privilege, Essential and Basic plans only.

If the Insured Person under the Privilege, Essential and Basic plans suffers serious medical condition which requires urgent remedial treatment to avoid death or serious impairment to the Insured Person’s health prospects outside his home country and usual country of residence while arising out of and in the course of his journey, the following emergency assistance benefits are available and arranged directly from a third party service provider appointed by the Company. The Policyholder understands and agrees that the following Emergency assistance and service will be provided through the third party service provider subject to the terms of this Policy. For the avoidance of doubt, no contractual relationship
shall be deemed to be formed between the Insured Person and the third party service provider.

4.01 Emergency Medical Evacuation (Unlimited Cover)

If the Insured Person suffers serious medical condition, the Insured Person will be moved to the nearest hospital where appropriate medical care is available.

The Company retain the absolute right to decide whether the Insured Person’s sickness or injury is sufficiently serious to warrant Emergency medical Evacuation. The Insured Person is bound by such decision.

4.02 Repatriation (Unlimited Cover)

If medically necessary and if the medical condition of the Insured Person will not prevent his/her medically supervised repatriation as a regular passenger, the service provider will arrange and pay for the repatriation of the Insured Person to his home country or usual country of residence by scheduled airline flight (on economy class) or any other appropriate means of transportation (on economy class), including any supplementary cost of transportation to and from the airport.

4.03 Transportation Of Mortal Remains (Unlimited Cover)

The service provider will organise and pay for the transportation of the mortal remains or ashes or the local burial of the deceased Insured Person from the place of death to his home country or usual country of residence. The cost of coffin is not covered.

4.04 Compassionate Visit

Transportation expenses of the Insured Person’s closest relative to visit the Insured Person is covered in the event of the Insured Person has been in Hospital Confinement abroad for more than seven consecutive days after Emergency medical Evacuation up to the limit of cover.

4.05 Additional Travel and Accommodation

Following the Emergency medical Evacuation, the transportation and hotel accommodation will be arranged and paid for the Insured Person to resume the original trip. The maximum limit of this benefit is HKD11,700 with a daily limit of HKD1,950 on the hotel accommodation.

The combined expense of section 4.04 and 4.05 is subject to a maximum limit of HKD78,000 per Insured Person per event.

4.06 Return of Unattended Dependent Child(ren) to Home Country or Usual Country of Residence

If the Insured Person’s child(ren) under the age of 19 (or 21 if in full time education) travelling with the Insured Person is left unattended by reason of the Insured Person’s serious medical condition resulting in Hospital Confinement, a scheduled airline ticket (on economy fare basis) will be organised and paid for such child(ren) to return to his home in the Insured Person’s home country or usual country of residence.

In addition to the exclusion listed under Part 3, the following exclusions will also be applied to this benefit:

(a) Emergency medical Evacuation or repatriation or cost not approved in advance and in writing by the worldwide Emergency assistance benefits program. This exclusion shall not apply to Emergency medical Evacuation from remote or primitive areas which the service provider cannot be contacted in advance and delay might reasonably be expected to result in loss of life or extreme prejudice to the Insured Person’s prospect.

(b) Any event occurring when the Insured Person is within the territory of his/her home country and usual country of residence.

(c) Any expense if the Insured Person is residing outside his/her home country or usual country of residence contrary to the advice of a medical practitioner or for the purpose of obtaining medical treatment or for rest and recuperation following any prior accident or illness.

(d) Any expense if the Insured Person is not suffering from a serious medical condition or if the treatment can be reasonably delayed until the Insured Person returns to his/her home country or usual country of residence.

(e) Any treatment or expense related to childbirth, pregnancy (except the Insured Person has a maternity coverage with the Company) and in any event childbirth, miscarriage (spontaneous abortion) or pregnancy after twenty-six(26) weeks of pregnancy.

(f) Any treatment performed or ordered by a non-registered practitioner not in accordance with the standard medical practice as defined in the country of treatment.

(g) The cost of burial in the Insured Person’s home country or usual country of residence.

(h) The cost of transporting an Insured Person by means of the Insured Person’s owned or leased watercraft unless agreed otherwise in writing by the service provider prior to the commencement date of this assistance program.

5. Critical Illness Health Check Up

Critical illness health check up plan shall be available on Renewal and every three years thereafter when the Insured Person reaches age 50 or above provided the Insured Person has been covered continuously enrolled hereunder for at least one year. A redemption letter will be sent to Insured Person with Renewal Policy, if applicable.

The eligibility and details of the Critical illness health check up plan will be determined by the Company and are subject to change without prior notice.
6. Optional Outpatient Benefits

6.01 In-network Services

(a) The Insured Person may elect for the In-network Services Provider to obtain Outpatient Services.

(b) Different benefit limits, maximums and Copayment requirements apply to In-network Services and Out-of-network Services Providers as specified in the Policy Schedule.

(c) Details of the In-network Services Provider have been supplied to the Insured Person together with this Policy or if not, may be supplied upon request to the Company by the Insured Person.

(d) It will be the Company’s responsibility to pay the fees and charges of the Outpatient Services rendered by the In-network Services Provider to the Insured Person. The Insured Person shall not be required to pay the In-network Services Providers any fee or charge of the Outpatient Services except the Copayment as specified in the Policy Schedule. The Company shall not responsible for any fee paid by the Insured Person to the In-network Services Provider unless otherwise specified.

(e) If the Outpatient Services are provided by the In-network Services Provider, the Insured Person shall produce to the In-network Services Provider upon registration at the place of services his or her Card; otherwise, the Insured Person shall not receive the Optional Outpatient Benefits of the Policy.

(f) It is recognised and agreed that in the event an Insured Person elects for In-network Services,

such election is made freely and of the own accord of the Insured Person making the election. No representation whatsoever as to the suitability, availability or ability of the In-network Services Provider is made by or may be implied on the part of the Company and the Company shall bear no responsibility or obligation, whether contractual or otherwise, in respect of any services or benefits rendered by, or any act, omission, default or negligence on the part of such In-network Services Provider, their servants or agents.

It is accepted and agreed by the Insured/Policyholder that such In-network Services Providers shall be rendering services or benefits as independent contractors and not as servants or agents of the Company.

(g) Unless otherwise specified, any medication other than basic medication, for example expensive medication including but not limited to certain specific treatments, anti-viral agents, treatment or medication for chronic diseases, are not covered.

6.02 Out-of-network Services

(a) If the Outpatient Services are provided by the Out-of-network Services Providers, the Insured Person shall pay the fees and charges of the Outpatient Services rendered by the Out-of-network Services Providers first and shall submit his claim for reimbursement to the Company within 60 days after termination of Treatment for the Disability for which the claim is being made. For this purpose, a claim shall be deemed not to be valid or complete and no reimbursement will be made by the Company to the Insured Person unless all original receipts and original itemised bills together with the diagnosis have been submitted to the Company together with a fully completed claim form supplied by the Company upon the Insured Person’s request. Any variation or waiver of the foregoing shall be at the Company’s sole discretion and must be evidenced in writing.

(b) The maximum amount of benefit the Company shall reimburse the Insured Person in respect of the Outpatient Services rendered by the Out-of-network Services Providers under this Policy shall not exceed the limits or maximums (or maximum percentages) set forth in the Policy Schedule.

6.03 The following Outpatient Services will be covered subject to the limits or maximum (or maximum percentages) provided for in the Policy Schedule.

(a) Doctor’s consultation rendered by In-network Services Providers

Doctor’s consultations for Treatment of covered Disabilities rendered by an In-network Services Provider shall be covered unless otherwise restricted by this Policy. The benefits covered shall include consultations and prescribed basic medication (as determined by us or our In-network Services Providers, at our discretion or pursuant to our applicable insurance benefit schedules) from the Doctor for Treatment provided that no more than one visit or one call Per Day is incurred. A Copayment in the amount shown in the Policy Schedule may be required to be paid to the Provider directly by the Insured Person at the time of Treatment.

(b) Specialist (Non-Surgical) consultation rendered by In-network Services Provider

Specialist Fees for Treatment of covered Disabilities rendered by In-network Service Provider which have been referred in advance by a Registered Medical Practitioner shall be covered provided that no more than one Specialist (Non-Surgical) Treatment, visit or consultation Per Day shall be incurred. The services covered shall include consultations and prescribed basic medication (as determined by us or In-network Services Provider, at our discretion or pursuant to our applicable insurance benefit schedules) from the Specialist (Non-Surgical) for Treatment. A Copayment in the amount shown in the Policy Schedule may be required to be paid to the Provider directly by the Insured Person at the time of Treatment.
(c) Doctor’s Consultation (inclusive of medicines) rendered by Out-of-network Services Providers
Doctor’s consultations for Treatment of covered Disabilities rendered by the Out-of-network Services Provider shall be covered unless otherwise restricted by this Policy. The services covered shall include consultations and prescribed basic medication from the Doctor for Treatment provided that no more than one visit or one call Per Day is incurred.

(d) Specialist (Non-Surgical) consultation rendered by Out-of-network Services Providers
Specialist Fees for Treatment of covered Disabilities rendered by Out-of-network Services Providers which have been referred in advance by a Registered Medical Practitioner shall be covered provided that no more than one Specialist Treatment, visit or consultation Per Day shall be incurred. The services covered shall include consultations and Prescribed Medicines or drugs from the Specialist (Non-Surgical) for Treatment.

(e) Chinese medicine (inclusive of medicine) and alternative treatment rendered by In-network Services Provider
Chinese medicine consultation, bonesetting and acupuncture Treatment of covered Disabilities rendered by In-network Services Provider shall be covered unless otherwise restricted by this Policy provided that no more than one Treatment, visit or consultation Per Day shall be covered. The benefits covered shall include consultations and maximum of two days’ prescribed medicines or drugs from the Chinese Medicine Practitioner for Treatment. A Copayment in the amount shown in the Policy Schedule may be required to be paid to the Provider directly by the Insured Person at the time of Treatment.

(f) Chinese medicine (inclusive of medicine) and alternative treatment rendered by Out-of-network Services Providers
Chinese medicine consultation, bonesetting and acupuncture and Chiropractor Treatment of covered Disabilities rendered by Out-of-network Services Provider shall be covered unless otherwise restricted by this Policy provided that no more than one Treatment, visit or consultation Per Day shall be covered. The benefits covered shall include consultations and maximum of 2 days’ Prescribed Medicines or drugs from the Chinese Medicine Practitioner for Treatment. If the Treatment is incurred due to different Disability, then one Chiropractor Treatment, visit or consultation can be received together with one bonesetting or acupuncture Treatment or Chinese medicine consultation, visit or consultation Per Day. The Company shall reimburse the actual expense up to the limits or maximum amount set forth in the Policy Schedule. A written referral letter from a Registered Medical Practitioner for Chiropractor Treatment is required.

(g) Outpatient diagnostic laboratory tests and services
Outpatient diagnostic laboratory tests and services shall be covered when recommended by a Doctor in respect of a covered Disability. This service shall include X-rays, electrocardiographs (ECG) and simple diagnostic tests. The Company will reimburse the actual expenses incurred for such an investigation up to the limits or maximums (or maximum percentages) set forth in the Policy Schedule. Special investigation such as, but not limited to, computerised tomographic scan, PET scan, magnetic resonance imaging, stress-electrocardiogram, echocardiogram, Holter ECG, electro-encephalogram and electro-myogram and bone densitometry are not covered under this benefit, unless specified otherwise.

(h) Prescribed Medicines
Long term medicines prescribed by a Doctor or a Specialist (Non-Surgical) for the Treatment or management of a covered Disability requiring medication in excess of 30 days consecutively. The medicines must be purchased from a licensed or registered pharmacy under the laws of Hong Kong SAR or other jurisdiction where the medicines are purchased other than a Doctor’s clinic. The benefit shall be covered up to the annual limit specified in the Policy Schedule.

(i) Annual Overall Limit
An Annual Overall Limit for the sum total being the maximum aggregate amount of all the above benefits will apply as specified in the Policy Schedule.

7. Optional Maternity Benefits

This benefit provision serves to act as a supplement to the Hospital and Surgical Benefits provision above and will only be renewed up to 49 years old as an optional supplementary cover if the underlying Hospital and Surgical Benefits under this Policy is provided or kept in force. Where the Insured Person has opted for such supplementary cover, the Optional Maternity Benefits schedule will be incorporated in the Policy Schedule or as an endorsement to this Policy.

Upon receipt by the Company of proof acceptable to the Company that an Insured Person has been in Hospital Confinement by reason of Maternity, the Company shall pay the following benefits:-

Normal delivery

(a) For Hospital Confinement by reason of Maternity or childbirth not involving Hospital Confinement which do not require an abdominal cutting operation, the Optional Maternity Benefits payable shall be equal to the actual charges charged by the Hospital for Room and Board and General Nursing Care and Hospital Services, and any obstetrician’s fee subject, however, to the limits or maximums specified in the Optional Maternity Benefits schedule as set forth in the Policy Schedule. These benefits can only be claimed in lieu of all other benefits payable under this Policy.
8. Optional Supplementary Major Medical Benefits

This benefits provision serves to act as a supplement to the basic Hospital and Surgical Benefits provisions above except Company Top-up plan and will only be available as an optional supplementary cover if the underlying Hospital and Surgical Benefits under this Policy is provided or is kept in force. Where the Insured Person has opted for such supplementary cover, the Supplementary Major Medical Benefits schedule will be incorporated in the Policy Schedule or as an endorsement to this Policy.

When an Insured Person is registered as an Inpatient in a Hospital and incurs expenses for Medically Necessary Services, Supplementary Major Medical Benefits shall be paid on the basis of reimbursement of a percentage of the excess of charges after deducting all the payable benefits under the Hospital and Surgical Benefits provisions above (as calculated in accordance with the applicable limit(s) and maximum(s) (or maximum percentages) specified in the Policy Schedule) and in accordance with the calculation method as set forth in the Supplementary Major Medical Benefits schedule in the Policy Schedule.

This coverage is not applicable to and will not cover the following expenses:-

(a) Hospital and Surgical Treatment outside Hong Kong SAR except in the case of Accidents or Emergencies occurring overseas as certified by a Registered Medical Practitioner; or

(b) Daily Room and Board charges, post-operative consultation, therapy, advanced diagnostic imaging, chemotherapy, radiotherapy and/or renal dialysis fee(s) exceeding the limit(s) or maximum(s) (or maximum percentages) as specified in the Hospital and Surgical Benefits schedule in the Policy Schedule.

The amount payable for all other charges (excluding the charge specified 8(b) above) will only be paid in the proportion that the benefit payable for Room and Board bears to the actual amount charged for Room and Board by the Hospital.

9. Optional Dental Benefits

The Company shall pay Dental Benefits for Dentally Necessary Expenses in accordance with the provisions contained in this Policy but subject to the limits or maximums (or maximum percentages), the limits and the benefits applicable as specified in the Policy Schedule.

PART 3

Exclusions

The Company shall not cover the following:-

1. Services that are not Covered Services under Part 2.

2. Medical Treatments, procedures, supplies or services which are experimental, investigatory or are not specifically included as Covered Services. Without prejudice to the generality of the foregoing, Treatments that have not been proven to be safe, scientifically established therapies or found to have a demonstrable benefit for a particular Illness or Disease shall not be covered. Further, any claims in respect of expenses incurred for services or supplies which are experimental or investigative in nature, including the Treatment procedure, facility, equipment, drugs, drug usage, devices or supplies which have not been recognised as accepted medical practice shall not be covered.

3. (i) Medicines and drugs which are not consumed in a Hospital or prescribed by a Doctor.

(ii) Vitamins, contraceptives or contraceptive devices, antibacterial soaps and detergents, vaccines and allergic extracts, tonic, appetite stimulants or depressants, unless specifically covered.
(iii) Prescription drugs used in connection with drug addiction, alcoholism, weight reduction, smoking cessation and Treatment of baldness and experimental drugs.

4. Hospital Confinement primarily for diagnosis scanning (save and except advanced diagnostic imaging specified in Part 2 Item 2.03), X-ray examinations or physical therapy that can be provided in an outpatient or day Hospital Setting.

5. Remote second opinion benefit in respect of:
   (i) Initial diagnosis, which is the initiation of physical assessment and diagnostic testing to determine a first diagnosis.
   (ii) Any non-traditional Treatment or therapy, whether holistic, homeopathic, and/or alternative medicine.
   (iii) Evaluations solely for the purpose of assessing genetic risk.

6. Cost of blood, blood plasma, and blood donor fees, including storage fees.

7. Expenses that are recoverable from a third party including but not limited to medical services rendered or compensation in connection with any Injury or Disability claimable under the Employees’ Compensation Ordinance, (Cap. 282 of the Laws of Hong Kong), or any amendments thereto.

8. Cosmetic or plastic surgery or any Treatment solely for the purpose of beautification.

9. Congenital Conditions and Pre-existing Conditions.

10. Dental oral or oro-surgical care and Treatment of any kind including orodontic, endodontic, and periodontic services; and restorative services such as bonding, crowns, bridges, spacing devices, and dentures except where specifically included for coverage as specified in the Policy Schedule. The only services related to dental Treatment which shall be covered under the Policy are:-
   (a) medical care immediately following an Accident which causes Injury to the mouth and teeth and any following Treatment thereof shall not be covered;
   (b) oral surgery when properly referred for reduction of a dislocation or fracture of the jaw or facial bone; excision of a benign or malignant neoplasm of the jaw.

11. Eye refraction, eye refractive surgery (radial keratotomy), eye tests or fitting of glasses and all forms of Treatment for strabismus.

12. Surgical or chemical contraceptive methods of birth control or Treatment pertaining infertility or in-vitro fertilisation, or sterilisation of either sex.

13. Maternity, pregnancy, childbirth (including diagnostic tests for pregnancy, sex determination, surgical delivery), miscarriage, abortion and prenatal or postnatal care and fertility or infertility Treatment (including reversal of voluntary sterilisation) except where specifically included for coverage as specified in the Policy Schedule. For the purpose of Remote second opinion benefit, Normal Pregnancy is not a covered Disability.

14. Trans-sexual surgery.

15. Circumcision unless medically required.

16. Expenses directly or indirectly arising from Human Immunodeficiency Virus (HIV) related Disability, including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutation, derivations or variations thereof, which proceeds from an HIV infection occurring prior to the Effective Dates. For purposes of this exclusion, an HIV related Disability emerging within five years of the Effective Date will be conclusively presumed to proceed from an HIV infection occurring prior to the Effective Date, in the absence of clear and convincing evidence to the contrary.

17. Routine or general check ups or routine blood tests, health examinations, check ups or tests not incidental to Treatment or diagnosis of a covered Disability, inoculation, medication or vaccination for immunisation or quarantine purposes except where specifically listed as a Covered Service.

18. Treatment for mental illness and emotional disorders including Treatment directly or indirectly arising from any insanity, geriatric, psycho-geriatric or psychiatric condition including but not confined to psychoses, neuroses, depression of any kind, anxiety, anorexia nervosa, bulimia, schizophrenia, and other behavioural disorders.

19. Procurement or use of special braces, appliances, hearing aids, wheelchairs, crutches or any other similar equipment.

20. Medical or other health care services or Treatment rendered in connection with any Injury, Sickness, Disease or Illness directly or indirectly resulting from or consequent upon:-
   (a) Drug addiction, alcoholism, venereal disease or willful misuse of drugs or alcohol, attempted suicide or intentional self-inflicted injury or participating in an illegal activity.
   (b) High risk occupations or activities including but not limited to engaging in or taking part in:-
      (i) naval, military or air force service or operations;
      (ii) aviation other than as a fare-paying passenger in an aircraft provided and operated by an airline or air charter company which is duly licensed for the regular transportation of fare-paying passengers;
      (iii) deep sea diving, mountaineering, parasailing, daring feats or stunts, potholing, driving or riding in any kind of race, or work or activities involving dangerous or contaminate substances; and
      (iv) sport activity in a professional capacity or where the Insured Person would or could earn income or remuneration from engaging in such sport.
   (c) War or any act of war, declared or undeclared, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or terrorist act.
(d) Any nuclear radiation or contamination or the use of ionisation or combustion of any nuclear weapons, materials energy or power or any nuclear waste. For the purpose of this Exclusion, combustion shall include any self-sustaining process of nuclear fission.

21. Occupational therapy and speech therapy services.

22. Alternative medicine including but not limited to acupressure, Tui Nai, massage therapy, naturopathy, hydropathy, chiropractic, podiatry, biofeedback, hypnosis, pain clinics and homeopathy unless otherwise specified.

23. Hospice services.

24. Services required as a result of an Accident caused by the Insured Person having more than the legally permitted level of alcohol in his blood whilst driving any kind of vehicle.

25. Expenses covered by any other existing insurance, or directly or indirectly arising from health care services provided by Government facilities or by medical practitioners employed by Government facilities except for the statutory charges required to be paid for Treatment.

26. Charges for accommodation and nursing in any establishment which for any reason is or has effectively become the place of domicile or permanent abode.

27. The costs of collecting donor organs or tissue for transplant surgery or any administration costs involved even if such transplants are allowed under the terms of the Policy.

28. Sanctions Exclusion Clause

The Company and other service providers will not provide cover or pay claims under this policy if doing so would expose the Company or the service provider to a breach of international economic sanctions, laws or regulations, including but not limited to those provided for by the European Union, United Kingdom, United States of America or under a United Nations resolution.

PART 4

General Conditions

1. Alterations
No alterations in the terms of this Policy or any document forming part thereof will be valid unless the same are signed by an authorised representative of the Company.

2. Assignment
The Company shall be entitled to without the consent of the Insured Person assign any or all of its rights and duties under this Policy.

3. Cancellation
Subject to acceptance by the Company, the Policyholder may cancel this Policy before its expiry by notifying the Company of the same by a registered letter addressed to the Company’s principal office. No refund of premium will be made once the Policy is effected. The Company may cancel cover for any Insured Person for failure to comply with any requirement under this Policy and in such event shall credit the Policyholder with daily pro-rata premium for any cancelled part of the Policy period in respect of which premium has been paid in advance for cover of that Insured Person, provided that no claims have been paid or are payable under this Policy in respect of that Insured Person.

4. Certification, Information and Evidence
All certificates, information and evidence as required by the Company shall be furnished at the expenses of the Insured and/or Policyholder.

5. Change in the Premium Rate of this Policy
The Company shall have the right to change the rate of the premiums payable on this Policy and on any supplemental provisions on the Expiry Date or anniversary of the Effective Date, whichever is the earlier.

6. Claims in Foreign Currencies
Any claim for reimbursement of expenses made by an Insured Person in any foreign currency shall be converted to Hong Kong Dollars at the official buying rate of such currency for Hong Kong Dollars in effect in Hong Kong SAR at the time the payment of such expenses were paid by the Insured Person, or if no such official rate exists, at the rate certified as appropriate by the Company’s bankers which shall be deemed to be final and binding.

7. Conditions Precedent to Liability
Any and all obligations or liabilities of the Company to the Policyholder or any Insured Person under this Policy shall be wholly dependent upon:

7.01 The Company being furnished with all the statements and declarations required under this Policy to be provided by the Policyholder in respect of each Insured Person;

7.02 The truth of all statement, warranties and declarations made by the Insured Person or made in respect of any claim against the Company under the provisions of this Policy;

The due observance and fulfilment of all the terms, provisions and conditions of this Policy as they relate to anything to be done or complied with by the Policyholder and/or the Insured Person (whose observance and fulfilment of the same shall be solely the Policyholder’s obligation to procure); which shall be the conditions precedent to any liability or obligation of the Company to provide any cover or benefit and pay any claims under this Policy.

8. Currency of Payments
All premiums and claims shall be payable in Hong Kong Dollars save and except where specifically provided otherwise elsewhere in this Policy.

9. Discharge of Company’s Liability
The payment of a benefit to the Insured Person, to an HSB bank account nominated by the Policyholder or to any other party rendering Covered Services under this Policy shall be a full and an effective discharge of the Company’s liability for that benefit under this Policy.

10. Errors and Omissions
Clerical errors in keeping the records shall not invalidate coverage otherwise validly in force nor continue coverage
11. Gender
   Unless the context otherwise requires:
   11.01 words importing any particular gender shall include all other gender
   11.02 words importing the singular shall include the plural and vice versa except the ‘preceding policy’ under item 29 of Part 4; and
   11.03 reference to persons shall include bodies of persons whether corporate or incorporate.

12. Geographic Limitations
   Benefits appearing in the ‘Covered Services’ under Part 2 of this Policy and set forth in the Policy Schedule are applicable with geographical limitations. The Covered Services is applicable to Hong Kong SAR only except in respect of:
   12.01 Outpatient Benefits
      (a) rendered by the In-network Services Provider which is applicable to Hong Kong SAR, Macau SAR and the mainland China.
      (b) rendered by the Out-of-network Services Provider which is applicable worldwide.
   12.02 Hospital and Surgical Benefits which is applicable worldwide.
   12.03 Supplementary Major Medical Benefits which is applicable worldwide when the Treatment is incurred solely as the result of an Accident or Emergency situation of a covered Disability occurring in such country or countries.

13. Headings
   The headings in this Policy are for reference purposes only and shall not affect the construction thereof.

14. Legal Proceedings
   No action in law or in equity may be brought under this Policy prior to the expiration of 60 days after proof of claim has been filed in accordance with the requirements of this Policy.

15. Medical Examination and Autopsy of Insured Persons
   The Company shall have the right and shall be given the opportunity to medically examine any Insured Person in respect of whom a claim has been submitted when and so often as it may reasonably require, and shall also have the right and opportunity to require an autopsy in case of death where it is not forbidden by law.

16. No Interest Payable on any Benefit
   No benefit payable under this Policy shall carry any interest.

17. Non-Waiver
   The failure by the Company to enforce at any time or for any period any one or more of the terms or conditions of this Policy shall not be a waiver of them or any of them or of the right at any time subsequently to enforce any or all terms and conditions of this Policy.

18. Notices to Company
   All notices to the Company must be in writing and addressed to the Company in its principal office at the registered address.

19. Other Coverage and Co-ordination of Benefits
   Where any benefit is covered or payable under any other contract of insurance or insurance plan in force and/or under any extension benefits provisions of any other such contract or plan, the benefits payable under such other contract or plan and/or extension benefits provisions are less than the benefits to which the Insured Person would be entitled under this Policy, the Company will pay benefits in an amount equal to the difference between the amount covered or payable under that other contract or plan and/or such extension benefits provisions and the amount otherwise payable under this Policy but for the existence of that other contract or plan and/or extension benefits provisions. In the event that a benefit covered or payable under the other contract or plan and/or such extension benefits provisions exceeds the amount payable for the benefit under this Policy, the Company will only be liable for a rateable proportion of any such claim. A copy of all such other contract(s) or plan(s) and, if applicable, the extension benefits provisions shall be provided by the Policyholder to the Company.

20. Premium Payments
   All annual premiums are payable in advance and in the manner specified in the premium section set forth in the Policy Schedule and shall be paid before any cover commences under this Policy.

21. Prohibition on Trust or Assignments
   This Policy is not assignable and the Policyholder warrants that the Policy is not subject to a trust and will not be made subject to a lien or charge and that the Policy will be kept in the Policyholder’s possession throughout the currency of the Policy.

22. Proper Law and Jurisdiction
   This Policy shall in all respects be governed by and construed in accordance with the laws of Hong Kong SAR and the Courts of Hong Kong SAR shall have sole and exclusive jurisdiction in relation to any dispute, claim or legal proceedings arising from anything or matter in connection with this Policy.

23. Renewal
   Renewal is arranged automatically and is guaranteed for life. The premium payable upon renewal and the terms of any renewal may not be the same as for the expiring Policy and will be determined by the Company.

24. Restoration of Benefits
   With the exception of Company Top-up plan, whenever the Hospital and Surgical Benefits and Supplementary Major Medical Benefits shown in the Policy Schedule for
a particular covered Disability has been exhausted, and
provided that this Policy or a Renewal thereof remains in
force, such benefit shall be re-instated in full only when
365 days have elapsed after the benefits were exhausted,
and during that 365-day period no further Treatment for
that same Disability shall be admitted as a claim.

25. Severance
If any provision of this Policy is declared by any judicial
or other competent authority to be void or voidable
or illegal or otherwise unenforceable, the remaining
provisions of this Policy shall remain in full force and
effect.

26. Submission of Claims
All claims must be submitted to the Company within 60
days after termination of Treatment for the Disability for
which the claim is being made. For this purpose, a claim
shall be deemed not valid or complete and benefits will
not be payable unless all original receipts and original
itemised bills together with the diagnosis have been
submitted together with a fully completed Claim Form
supplied by the Company to the Insured/Policyholder
upon the Insured's or Policyholder's request. Only actual
costs incurred shall be considered for reimbursement.
Any variation or waiver of the foregoing shall be at the
Company’s sole discretion and must be evidenced in
writing.

27. Subrogation
The Company has the right to proceed at its own expense
in the name of the Policyholder and/or the Insured
Person against third parties who maybe responsible for
an occurrence giving rise to a claim under this Policy.

28. Suit Against Third Parties
Nothing in this Policy shall render the Company liable in
respect of, or liable to prosecute, respond to or defend,
any suit for damages which may arise in connection with
any negligence, omission, default or malpractice of any
Provider to provide any service or Treatment or conduct
any medical examination of any Insured Person under
the terms of this Policy.

29. Take-over Membership
If this Policy shall have commenced immediately upon
termination of a preceding policy and subject to the
Company’s approval in writing and the terms and
conditions of this Policy and provided that the Company
shall have prior to the Effective Date been provided with
a copy of such preceding policy, the following provisions
shall apply:

29.01 If an Insured Person shall have been afflicted with
an existing Disability which has been disclosed to
the Company at the Effective Date and for which
benefits would have been available to him under
the preceding policy had it remained in force, such
an Insured Person shall continue to be covered for
such existing Disability under the provisions of this
Policy, but not exceeding the maximums or limits
of the benefits under the preceding policy, or the
provisions of this Policy, which ever shall be the
lesser and such existing Disability incurred during
the period of preceding policy will not be excluded; and

29.02 all references to ‘Effective Date’ in the definition of
‘Pre-existing Condition’ on Part 1 of this Policy shall
be read as ‘Effective Date of the preceding policy’; and

29.03 any other terms and conditions endorsed to the
Policy.

30. Time Effective
00.01 A.M. standard time at the principal place of
business of the Company shall be deemed to be the start
time of a day with respect to any times or dates referred
to in this Policy.

31. Whole Agreement
This Policy contains the whole agreement between the
parties and the Policyholder acknowledges that the
Policyholder has not relied upon any oral or written
representation made to the Policyholder by the Company,
its employees or agents.

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

PART 5
Conditions for Eligibility and Participation

1. Additions and Deletions
   Subject to the terms and conditions in this Policy,
   the Policyholder may apply in writing to advise the
   Company of additional Eligible Persons to be covered or
   Insured Persons to be deleted on an amendment form
   provided by the Company. On the Company’s approval,
   Insured Persons to be deleted, the refund of premium
   shall be at the Company’s sole discretion and must be evidenced in
   writing.

   29.04 Period covered Premium refund
       | Period covered               | Premium refund |
       |-----------------------------|----------------|
       | Less than or up to 4 months | 50%            |
       | More than 4 or up to 5 months | 40%        |
       | More than 5 or up to 6 months | 30%        |
       | More than 6 or up to 8 months | 20%        |
       | Over 8 months                | Nil           |

   The Policyholder shall return immediately on demand
the refunded premium to the Company if the Insured Person
has made any claim prior to the date of deletion of such
Insured Person from the Policy.
2. Duplicate Application
An Insured Person shall not be covered under more than one FirstCare policy issued by the Company. In the event that an Insured Person is covered under more than one such policy, the Company will consider that person to be insured under the policy which provides the greatest amount of benefit. When the benefit under each such policy is identical, the policy first issued by the Company will be the only one considered by the Company for payment of benefits. The Company will refund any duplicated insurance premium payment which may have been made by or on behalf of that Insured Person.

3. Effective Date
Subject to the Policyholder paying the premiums or additional premiums in accordance with the provisions of this Policy, the coverage for an Insured Person shall become effective from the Effective Date as stipulated in the Policy Schedule if the Insured Persons shall have been duly Registered for the benefit or benefits in question as of that Effective Date.

4. Eligibility Date of Dependant
The date of eligibility of any Dependant is determined in accordance with the following:

(i) If the Policyholder has any Dependant who is an Eligible Person on the Effective Date, such Dependant becomes eligible for coverage for Covered Services as of the Effective Date.

(ii) If any Dependant is added after the Effective Date of this Policy, subject to underwriting approval, and such Dependant becomes an Eligible Person within the meaning of the ‘Eligible Person’ as defined in Part 1 by Registration with the Company, the date of that Dependant’s eligibility for Medical Benefits shall be the date on which he becomes an Insured Person through Registration.

5. Minimum and Maximum Ages Acceptance
No person shall be accepted for Registration under this Policy who is under the age of 15 days or exceeds the age of 75 years (or 65 years of age for Company Top-up plan or Optional Outpatient Benefits) as at the date of Registration. Should such person be accepted for Registration by mistake, the Company shall not be liable to provide any coverage in respect of those persons under this Policy and shall moreover be entitled to cancel Registration for coverage of that person without prejudice to the provisions of the ‘Conditions Precedent to Liability’ under Part 4 of this Policy.

6. Registration
A written Registration Application and a health declaration in a form satisfactory to the Company are required for each Eligible Person.

7. Termination of Medical Benefits
7.01 Coverage of the Insured Person shall automatically terminate on the earliest of the following dates:

(i) the expiration of the period for which the last premium payment was made in respect of such Insured Person;

(ii) the Expiry Date coinciding with or following the death of the Insured/Policyholder, or the Expiry Date preceding receipt of notification by the Company of an Insured Person ceasing to be eligible, whichever is the later;

(iii) the date on which the Insured Person is deleted from the Policy;

(iv) the date when the Insured Person’s coverage or benefits under the Policy shall have been exhausted;

(v) at midnight (Hong Kong SAR time) on the Expiry Date of this Policy provided that if an Insured Person is in Hospital Confinement for a covered Disability at the time of such termination, then the time of termination shall be extended for such Hospital Confinement up to a maximum of 30 days of such Disability or the time his or her coverage or benefits for such Disability shall have been exhausted, whichever shall first occur.

7.02 Coverage of the Insured Person shall end upon the promulgation of any laws or regulations in the relevant jurisdiction whereby the provision of insurance coverage to the Insured Person will become illegal.

7.03 The Company reserves the right to terminate this Policy when the shortfall referred to in item 3 of Part 6 of this Policy is not settled within 15 days’ period as specified in the relevant written notice to the Insured/Policyholder as referred to in item 3 of Part 6 (and, where the shortfall continues not to be settled, any delay by the Company in terminating this Policy pursuant to this provision shall not constitute a waiver of its right to cancel at a later time).

8. Reinstatement
If this Policy is terminated for any reason, the Policyholder may apply to the Company in writing to reinstate this Policy within two months after the Policy is lapsed. The application will be made on a form prescribed by the Company, acceptance and approval by the Company shall reinstate this Policy as of the date of such acceptance and approval (“Date of Reinstatement”) provided the Policyholder shall have paid all overdue premium with interest as determined by the Company prior to the Date of Reinstatement. The reinstated Policy shall cover only medical expenses caused by a Disease commences or Injury sustained after the Date of Reinstatement.

9. Upgraded Benefits
The Policyholder may apply to the Company in writing to upgrade the Medical Benefits to a higher class one month prior to each policy Renewal. The application will be made on a form prescribed by the Company and subject to the Company’s approval, the upgrade will be effective on the renewal date.

10. No Claim Renewal Discount
15% premium discount on Hospital and Surgical benefits and Supplementary Major Medical Benefits (if applicable) will be offered to the Insured Person at Renewal provided no claim is/are payable within the three consecutive membership years immediately preceding the Renewed Policy.
The Policyholder shall return on demand the discount on the premium to the Company if claim is/are payable within the three consecutive membership years immediately preceding the Renewed Policy.

PART 6

Conditions for the Use of the FirstCare Card

1. Cancellation or termination of Policy
   If, for any reason, this Policy is cancelled or terminated, the Policyholder shall collect all Cards issued to all the Insured Persons and return the same to the Company within 7 days after the date of such cancellation or termination. The Policyholder shall indemnify the Company against all claims, losses, damages, actions, proceedings, costs and expenses which may be brought against the Company or incurred by the Company arising from the use of those Cards whilst this Policy is no longer in force, whether or not the Policyholder ultimately returns all the Cards to the Company. This clause shall survive termination or cancellation of this Policy.

2. Claims Disputes
   Should any medical expenses or claim arising from the use of the Card be the subject of a dispute the Policyholder agrees to immediately reimburse the amount already paid by the Company pending the decision as to whether those medical expenses are payable under the terms of this Policy. This clause shall survive termination or cancellation of this Policy.

3. Cost exceeding Benefits
   In the event of the costs incurred by any Insured Person using the Card exceeding the benefit payable in respect of that Insured Person, the Policyholder agrees to reimburse the Company immediately for any difference or shortfall upon receipt of written notice from the Company of such difference or shortfall together with an invoice in respect of the amount payable. A finance charge equivalent to the latest best lending rate of the Hongkong and Shanghai Banking Corporation Limited will be added on a compound basis each month if the amount is not settled within 15 days from the date of the written notice. This clause shall survive termination or cancellation of this Policy.

4. Ineligible Treatment
   If any Insured Person uses the Card for Treatment that is not eligible for a benefit under the terms of this Policy, the Policyholder shall reimburse the Company in full for the costs of such ineligible Treatment. This clause shall survive termination or cancellation of this Policy.

5. Renewal of Policy
   If, for any reason, this Policy is not renewed, the Policyholder shall return immediately to the Company all Cards issued to all Insured Persons and shall reimburse the Company in respect of all costs and payments arising from the use of Cards whilst no Policy was in force, pending or without Renewal. This clause shall survive termination or cancellation of this Policy.

6. Replacement Cards Charge
   A charge will be levied for each replacement Card issued. This replacement charge will be at an amount as notified to the Policyholder by the Company from time to time and may be revised from time to time by written notice to the Policyholder.

7. Termination of Coverage
   In the event of the coverage of an Insured Person under this Policy shall be terminated or cancelled for any reason, the Policyholder agrees to obtain the Card from that Insured Person no later than the date of such termination or cancellation and the Card will be returned to the Company within 28 days from the date of termination or cancellation. Should a former Insured Person use the Card to obtain benefits after termination or cancellation, the Policyholder will be liable to reimburse in full the amount paid by the Company whether or not the Card shall have been subsequently returned to the Company. This clause shall survive termination or cancellation of this Policy.

8. Theft or Loss of Card
   In the event of loss or theft of the Card, the Policyholder agrees to notify the Company in writing within three working days after such loss or theft of the full details thereof. The Policyholder is fully responsible for any transactions involving use of a lost or stolen Card issued to any Insured Person until such theft or loss is reported by submitting a duly completed “declaration of loss” form to the Company and such form shall be provided by the Company upon request.

9. Use of Cards
   In all matters concerning the use of Cards, the Company shall deal solely with the Policyholder and not with individual Insured Person. The Policyholder shall be fully responsible for controlling and monitoring the use of the Cards by the Insured Persons in accordance with the provisions of this Policy.

10. Withdrawal of Cards
    The Company reserves the right to withdraw the use of any or all Cards at any time without prior notice. Any and all such Cards issued under this Policy shall at all times remain the absolute and sole property of the Company.

Levy collected by the Insurance Authority has been imposed on this policy at the applicable rate. For further information, please visit www.axa.com.hk/ia-levy or contact AXA at (852) 2867 8678.

Important Notes:
The above policy is underwritten by AXA General Insurance Hong Kong Limited (“AXA”), which is authorised and regulated by the Insurance Authority of the Hong Kong SAR. AXA will be responsible for providing your insurance coverage and handling claims under your policy. The Hongkong and Shanghai Banking Corporation Limited is registered in accordance with the Insurance Ordinance (Cap. 41 of the Laws of Hong Kong) as an insurance agent of AXA for distribution of general insurance products in the Hong Kong SAR.

Issued by AXA General Insurance Hong Kong Limited

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