HospitalSurance

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.

AXA General Insurance Hong Kong Limited
P.O. Box No. 90918 Tsim Sha Tsui Post Office, Kowloon, Hong Kong
23/F, One Kowloon, 1 Wang Yuen Street, Kowloon Bay, Kowloon, Hong Kong
Insurance Service Hotline: (852) 2867 8678
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 Wang Yuen 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
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This Policy, the Schedule and any Memoranda thereon shall be considered one document and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout.

Whereas:

1. The Insured has applied for insurance, and
2. AXA General Insurance Hong Kong Limited (hereinafter referred to as “the Company”) has agreed to provide such insurance.

The Company agrees only on the basis of the Terms and Conditions contained in the Policy to provide insurance cover to the Insured Persons for those risks insured against to the extent and in the manner stated in the Policy Schedule.

PART 1
Insured Benefits

A. Daily Cash Benefit for Hospital Confinement

When a covered Disability shall cause an Insured Person's Hospital Confinement, and provided such confinement shall commence whilst insurance under this Policy is in effect with respect to such Insured Person, the Company will pay the relevant Daily Cash Benefit for each day the Insured Person shall be so confined as a Resident Inpatient.

Provisions:

1. Benefit shall be paid for Hospital Confinement only when the Insured Person is under the regular care and attendance of a Physician.
2. The Daily Cash Benefit shall be paid from the first day of Hospital Confinement for a period not exceeding seven hundred and fifty (750) days for all such confinements consequent upon any one period of covered Disability.
3. (a) Hospital Confinement of an Insured Person, commencing while insurance under this Policy is in effect with respect to such Insured Person, resulting from causes which are the same as, or related to, the causes of a prior Hospital Confinement for which Daily Cash Benefit(s) has been payable and not separated from such prior Hospital Confinement by a period of at least twelve (12) months, shall be considered a continuation of the prior Hospital Confinement. Such confinements shall be considered to have occurred during the same period of Sickness or to have resulted from the same Injury for the purpose of determining the relevant Daily Cash Benefit period and the maximum Daily Cash Benefit payable under this Policy.
4. An Insured Person shall not be covered under more than one Hospital Insurance Policy or Refundable Hospital Insurance Policy. 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 Company will consider that person to be insured under the Policy first issued. The Company will refund any duplicated insurance premium payment which may have been made by or on behalf of that person.
5. Except as provided in Item 4 above, Daily Cash Benefit under this Policy shall be paid in addition to any other insurance benefit to which the Insured Person may be entitled.
6. Notwithstanding the foregoing, any double benefit as defined in the Schedule attaching to and forming part of this Policy will only be admitted in respect of one qualifying circumstance thereby limiting the maximum amount payable for one Hospital Confinement to twice the Daily Cash Benefit defined in the Policy and the double indemnity covered under this Policy are payable:
   (a) when the insured and insured spouse are hospitalised at the same time as a result of the same Accident;
   (b) for the first ninety (90) days of hospitalisation in intensive care;
   (c) for hospitalisation outside the Hong Kong Special Administrative Region (SAR), Macau SAR or China in respect of those Insured Persons who are permanent residents of the Hong Kong SAR and who at the time of hospitalisation are outside the Hong Kong SAR, Macau SAR or China on a temporary basis for a period of not more than sixty (60) days;
   (d) for heart, lung, liver, pancreas, kidney or bone marrow transplant operations.

B. Surgical Expenses

If the Insured Person receives operation or surgery during Hospital Confinement while this Policy is in effect, the Company will pay to the Insured operation or surgery expenses for the sum actually charged on a per Disability basis.

Provisions:

1. Surgical Expenses shall mean fees for Surgeons, Anaesthetist and operation theatre. For the purpose of this Policy, Surgeons’ fees shall mean fees payable to Surgeon(s) for the operation or surgery performed including his/her fees for two (2) pre-surgical assessments and normal post-surgical care within six (6) weeks after completion of the operation or surgery all of which incurred at the time of hospitalisation.
2. The maximum amount shall not exceed the amount shown in the Policy Schedule.

3. Such expenses must be actually incurred by the Insured Person as a result of covered Disability.

4. The operation or surgery should be performed in a Hospital by a qualified Surgeon and consistent with the diagnosis and customary medical treatment for the condition and in accordance with standards of good and prudent medical practice.

C. Benefit for hospitalisation in Mainland China

50% of the applicable benefit limit will be applied when the hospitalization occurs anywhere in mainland China. For the avoidance of doubt, this benefit is subject to Exclusion 1 1 and any other Exclusion items under Part 3 of this Policy.

D. Benefit for Child

Insured child is limited to 50% of the specified adult limit.

PART 2
Definitions

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

2. ‘Congenital Conditions’ means medical abnormalities existing at the time of birth, as well as neo-natal physical abnormalities developing within six (6) months of birth. They shall include (but not to the exclusion of others which may medically be regarded as congenital conditions):

   (i) Hernias of all types (excepting when caused by a trauma after commencement of insurance under this policy)

   (ii) Strabismus

   (iii) Hydrocephalus

   (iv) Undescended testicle

   (v) Hypospadias

   (vi) Meckel's diverticulum

3. ‘Daily Cash Benefit’ means the cash benefit for each Day of Hospital Confinement of an Insured Person for Disability covered by this Policy, as stated in the Policy Schedule.

4. ‘Day of Hospital Confinement’ means each continuous twenty-four (24) hours period that an Insured Person is confined as a Resident Inpatient in Hospital for a minimum of twenty-four (24) hours.

5. ‘Disability’ means Injury or Sickness and subject to PART 1 A3, shall include all disabilities arising from the same cause including any and all complications arising therefrom.

6. ‘Eligible Family Members’ means:

   (a) the legally married spouse of the insured under sixty (60) years of age on the Effective Date of Insurance of the Policy, and

   (b) all legally dependent unmarried children, including step children and legally adopted children of the insured, who are

      (i) between six (6) months and twenty-one (21) years old inclusive or

      (ii) full-time student at a school, college or university under twenty-three (23) years of age on the Effective Date of Insurance of the Policy.

7. ‘Eligible Person’ means the insured, and the insured's eligible family members, under sixty (60) years of age on the Effective Date of Insurance of the Policy.

8. ‘Hospital’ means a legally constituted establishment operated pursuant to the laws of the country in which it is based, and meeting all of the following requirements in that it:

   (a) Operates primarily for the reception and medical care and treatment of sick, ailing or injured persons on a resident inpatient basis;

   (b) Admits resident inpatients only under the supervision of a Physician or Physicians one of whom is available for consultation at all times;

   (c) Maintains organised facilities for medical diagnosis and treatment of such persons, and provides (where appropriate) facilities for major surgery within the confines of the establishment or in facilities controlled by or available to the establishment;
(d) Provides full-time nursing service by and under the supervision of a staff of Nurses;

(e) Maintains a legally licensed Physician in residence.

‘Hospital’ shall not include the following:

(a) A mental institution; and institution confined primarily to the treatment of psychiatric disease including sub-normality; the psychiatric department of a hospital;

(b) A place for the aged; a rest home, a place for drug addicts or alcoholics;

(c) A health hydro or nature cure clinic; a nursing or convalescent home; a special unit of a hospital used primarily as a place for drug addicts or alcoholics, or as a nursing, convalescent, rehabilitation, extended-care facility or rest home.

9. ‘Hospital Confinement’ means confinement in a Hospital which must be for a minimum period of twenty-four (24) consecutive hours. No minimum period of hospital confinement is required in respect of any surgical expenses incurred at a Hospital in connection with any emergency treatment required as a result of (and within twenty-four (24) hours following) an Injury or for the performance of a surgical procedure or operation, or in respect of an operation received in a recognized day care surgical centre owned and operated as such by a Hospital.

10. ‘Injury’ shall mean bodily damage to the Insured Person caused solely by an Accident.

11. ‘Insured’ means the person in whose name the Policy is issued who must be at least age eighteen (18) and is named in the Policy Schedule.


13. ‘Intensive Care Unit’ means that part of a Hospital solely established and devoted to and appropriate for providing intensive medical and nursing care for in-patients.

14. ‘Nurse’ means a qualified or trainee nurse or general nurse duly registered pursuant to the laws of the country in which the claim arises.

15. ‘Physician’, ‘Surgeon’, ‘Anaesthetist’ means a person duly qualified and legally registered as such in the Hong Kong SAR and should a claim and treatment occur out of the Hong Kong SAR, the term 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, and no other person. For the purpose of this Policy, a Physician shall not include the Insured Person whose Hospital Confinement and Surgical Benefit is the basis of a claim hereunder, or a relative of such Insured Person unless approved by the Company.

16. ‘Policy’ means all the terms and conditions contained herein, the Policy Schedule, and all endorsements and attachments hereto.

17. ‘Policy Schedule’ means the Policy Schedule which is attached to and forms part of this Policy.

18. ‘Pre-existing Medical Conditions’ means:

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

(b) 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) The following Disabilities when occurring during the first six months from the Effective Date (but not to the exclusion of all others):
(i) Tuberculosis

(ii) Anal Fistulae

(iii) Gall Stones

(iv) Calculii 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

19. ‘Resident Inpatient’ means an Insured Person whose Hospital Confinement is as a resident bed patient and whose confinement is necessary for the medical care, diagnosis and treatment of a Disability covered by this Policy, and not merely for any form of nursing, convalescence, rehabilitation, rest or extended-care.

20. ‘Sickness’ means:

(i) sickness, illness or disease contracted and commencing while the Insured Person whose Sickness is the basis of claim is insured under this Policy. Such Sickness must result directly and independently of all other causes in Hospital Confinement covered by this Policy; and

(ii) a physical condition marked by a pathological deviation from the normal healthy state.

PART 3

Exclusions

The Company shall not be liable for and shall not pay any claims in respect of:

1. Expenses that are recoverable from a third party.

2. Cosmetic or plastic surgery, dental oral or oro-surgical care and treatment of any kind (save and except where provided in an operating theatre of a Hospital under general anaesthetic), eye refraction, eye tests or fitting of glasses or hearing aids. Surgical mechanical or chemical contraceptive methods of birth control or treatment pertaining to infertility or in-vitro fertilization, or sterilization of either sex.

3. Congenital and Pre-existing Medical Conditions.

4. 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 date of coverage. For purposes of this exclusion, an HIV related Disability emerging within five (5) years of the coverage effective date will be conclusively presumed to proceed from an HIV infection occurring prior to the effective date of coverage, in the absence of clear and convincing evidence to the contrary.

5. Pregnancy, childbirth (including diagnostic tests for pregnancy and surgical delivery), miscarriage, abortion and pre-natal or postnatal care.

6. 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, innoculation, medication or vaccination for immunization or quarantine purposes.

7. 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 behavioral disorders.

8. Disability directly or indirectly resulting from or consequent upon:

(a) Drug addiction, venereal diseases, alcoholism, or willful misuse of drugs or alcohol, attempted suicide or intentional self-inflicted injury or participating in an illegal activity or having more than the legally permitted level of alcohol in the blood whilst driving any kind of vehicle.

(b) High risk activities:
(i) engaging in or taking part in disciplinary, naval, military or air force service or operations;

(ii) engaging in or practicing in or taking part in training peculiar to:

- aqualung diving, climbing or mountaineering necessitating the use of ropes or guides, potholing, parachute jumping, hang-gliding, stunts or daring feats, skiing, tobogganing, sledding and ice skating, including ice hockey and other sports requiring snow or ice for play, professional sports, motor cycling;

- engaging in aviation other than as a fare-paying passenger in an aircraft provided by and operated by an airline or air charter company which is duly licensed for the regular transportation of fare-paying;

(iii) 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;

(iv) Radioactive contamination.

9. Hospitalization primarily for diagnostic scanning, X-ray examinations or physical therapy.

10. Expenses covered by any other existing insurance.

11. Hospitalization outside the Hong Kong SAR wherein

   (a) the Insured Person has been outside the Hong Kong SAR for a consecutive period more than ninety (90) days immediately before such hospitalization;

   or

   (b) the medical condition or treatment necessitating such hospitalization is not solely and independently the result of an Accident or emergency situation occurring outside the Hong Kong SAR.

12. Sanction Limitation and Exclusion Clause

   Under no circumstances shall this insurance contract be deemed to provide cover and no liability be incurred to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose insurers to any sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

PART 4

Premium

1. Premium for each Insured Person is based upon the attained age on the Effective Date of Insurance.

2. The Company agrees that, except as stated in Part 7 hereof, no adjustment in premium shall be made on this Policy alone. The Company reserves the right to amend premiums in respect of like categories of Insured Persons, such as by age or sex, for all HospitalSurance Policies issued.

3. Premium as stated in the Policy Schedule shall be payable monthly (yearly for annual payment Policy) and on the same day of each month (year for annual payment Policy) thereafter by direct debit to the Insured’s nominated account.

PART 5

30% No Claim Premium Refund

In the event of no claim being made or arising under this Policy for any period of five (5) consecutive years, 30% of the premiums received during this period by the Company will be refunded to the Insured.

PART 6

Renewal Agreement

1. Payment of premium when due will continue this Policy in force until the next premium due date.

2. This Policy will be renewed automatically upon payment of the due premium until the natural expiry date unless written notice of cancellation has been received by the Company.

PART 7

Effective Date, Additions and Termination

Effective Date of Insurance

This Policy shall become effective and commence on the date specified in the Policy Schedule.

Additions

1. If only the Insured is covered hereunder, he or she may include his or her Eligible Family Members by submitting a written application to the Company, specifying the name, sex and age of the person(s) to be insured.
2. The relevant premium for such Eligible Person will be charged to the Insured’s nominated account.

3. Any additional dependent children shall automatically become Insured Person at no additional premium charge on the date they become Eligible Family Members as defined in Item 6 of Definitions.

4. Subject to the approval of the Company, insurance for such Eligible Family Members will commence

(a) For monthly payment Policy:

on the next premium due date of this Policy following the date when the request was received by the Company provided the required additional premium is paid by the next premium due date.

(b) For annual payment Policy:

on the date after the Company accepts and approves such request provided the required additional premium is received on the date of such approval.

Termination

1. (a) For monthly payment Policy:

If the Insured gives a 7-day notice in writing to the Company to terminate this Policy, or to terminate cover with respect to any Eligible Family Members, such termination shall become effective on the next premium due date after the Company received the notice.

(b) For annual payment Policy:

If the Insured gives a 7-day notice in writing to terminate this Policy, or to terminate cover with respect to any eligible family member, such termination shall become effective after the notice is received by AXA General Insurance Hong Kong Limited.

All premium paid will at all times be subject to the Premium Refund Rules upon the termination of HospitalSurence except where HospitalSurence is cancelled within 30 days of the receipt of the Policy (i.e. from the date of application), there will be a full refund.

Premium Refund Rules:

<table>
<thead>
<tr>
<th>Period Covered (not exceeding)</th>
<th>Premium Refund</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 months</td>
<td>50%</td>
</tr>
<tr>
<td>5 months</td>
<td>40%</td>
</tr>
<tr>
<td>6 months</td>
<td>30%</td>
</tr>
<tr>
<td>8 months</td>
<td>20%</td>
</tr>
<tr>
<td>Over 8 months</td>
<td>Nil</td>
</tr>
</tbody>
</table>

2. If the Company gives notice of termination by mail to the Insured at his or her last known address, this Policy shall be terminated on the last day of the month in which such notice was issued provided where this will result in the Policy being terminated in less than seven (7) days from the date of the issuing of the notice, this Policy shall then be terminated upon the expiry of a seven (7) days period from the date of the issuing of the notice.

3. This Policy shall terminate forthwith upon the death of the Insured. Any Eligible Family Members shall cease to be an Insured Person forthwith upon his or her death or upon his or her ceasing to be an Eligible Family Member as defined in Item 6 of the Definitions.

4. Insurance in respect of an Insured Person shall terminate forthwith upon the renewal date next following his or her attainment of age sixty-five (65) years.

5. Insurance in respect of an insured dependent child, shall terminate forthwith upon the premium due date next following his or her attainment of age twenty-one (21) years, or twenty-three (23) years if a student, or the premium due date next following his or her marriage or otherwise ceasing to be a dependent of the Insured.

6. In the event initial premium charged to Insured’s nominated account is not paid, this Policy shall be deemed to have been void from the Effective Date of Insurance.

7. Provided one or more premiums charged to the Insured’s nominated account have been paid, non-payment of any subsequent premiums shall terminate insurance under this Policy as from that premium due date.
8. In the event premium has been paid for any period beyond the termination date of this Policy, or beyond the termination date of cover in respect of Eligible Family Members, the relevant proportion shall be refunded to the Insured’s nominated account. In the event premium has not been paid for any period up to the date of termination, the Insured shall be liable to the Company for the payment of such premium.

PART 8
Upgraded Benefits

(a) If the Daily Cash Benefits to any Insured Person under the terms of this Policy are to be increased to a higher group of Daily Cash Benefits while this Policy is in force, written notice in a form prescribed by or satisfactory to the Company must be given immediately by the Insured to the Company. If approved, the Company will send the approval letter to the Insured when the change is accepted and approved by the Company.

(b) If such Insured Person shall have been afflicted with a covered Disability before the said written notice was received by the Company, the benefits payable in respect of such covered Disability shall not exceed the limit(s) or maximum(s) of benefits applicable prior to the date the written notice was received by the Company.

PART 9
General Policy Provisions

Consideration
This Policy is issued in consideration of the statements contained in the Application Form and the Policy Schedule and the Insured’s payment of premium when due.

Geographical Limits
The insurance afforded under this Policy shall apply twenty-four hours a day anywhere in the world unless otherwise endorsed or amended.

PROVIDED ALWAYS THAT
(a) benefits shall be paid under this Policy only if the Insured Person has not been outside the Hong Kong SAR for a consecutive period of more than ninety (90) days immediately before the hospitalization; and

(b) in respect of hospitalization outside the Hong Kong SAR, the medical condition or treatment necessitating such hospitalization is solely and independently the result of an Accident or emergency situation occurring outside the Hong Kong SAR.

Terms and Conditions
Payment of any Benefit under this Policy is subject to the Definitions and all other terms and conditions pertinent to the Benefit.

Entire Contract: Changes
This Policy, including the Policy Schedule, and the endorsements and amendments, if any, will constitute the entire contract between the parties. No change in this Policy shall be valid unless evidenced by endorsement or amendment.

Mis-statement or Fraud
Any false statement made by the Insured concerning insurance application or endorsement or any claim shall entitle the Company to repudiate liability under the Policy and the Policy shall be void at the sole and absolute discretion of the Company.

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

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

Notice of Claim
Written notice of claim must be given to the Company within fourteen (14) days after the commencement of Hospital Confinement covered by this Policy.

Failure to give notice in the time prescribed shall not invalidate a claim if it can be shown to the Company’s satisfaction that notice had been provided as soon as was reasonably practicable, and in any event within sixty (60) days from the date of commencement of such confinement.

Notice given by or on behalf of the claimant to the Company with information sufficient to identify the Insured Person shall be deemed notice.

Claims Forms
The Company, upon receiving a notice of claim, will furnish to the claimant such forms as it usually provides for filing proof of claim.
Medical reports and all proof of loss as required by the Company shall be furnished at the expense of the claimant and shall be in such form and of such nature as the Company may prescribe.

The Company shall in the event of the death of an Insured Person be entitled to have a post-mortem examination at its own expense where it is not prohibited by law.

**Proof of Claim**
Written proof in support of a claim must be furnished to the Company within thirty (30) days from the receipt of the claim form provided by the Company as above. Failure to furnish such proof within the time required shall not invalidate any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as is reasonably possible, and in no event later than one hundred and eighty (180) days from the time such proof is otherwise required.

**Legal Action**
No action shall be brought to recover on this Policy prior to the expiry of sixty (60) days after written proof of claim has been filed in accordance with the requirements of this Policy, nor shall such action be brought at all unless commenced within one hundred and eighty (180) days from the expiry of thirty (30) days within which proof of claim is required.

**Physical Examination**
The Company at its own expense shall have the right and opportunity to examine the Insured Person when and so often as it may reasonably require pending the outcome of a claim under this Policy.

**Payment of Benefit**
Benefit payable under this Policy shall be paid to the Insured or as otherwise directed in writing by the Insured.

In the absence of any such written direction, accrued benefit unpaid at the time of the Insured’s death shall be paid to the estate of the Insured. Any receipt which the Insured, or any third party to whom the Insured has directed that payment be made, may give to the Company for any benefit paid under this Policy in respect of any one period of covered Hospital Confinement, shall be deemed a final and complete discharge of all liability of the Company in respect of such period of Hospital Confinement. Benefit under this Policy will be paid upon termination of the relevant period of covered Hospital Confinement.

**Currency**
Premiums and benefits payable under this Policy shall be in the currency of the Hong Kong SAR.

**Interest**
No benefit payable under this Policy shall carry interest.

**Unpaid Premium**
Upon the payment of a claim under this Policy, any unpaid premium may be deducted from such claim payment.

**Reinstatement**
If this Policy is terminated for any reason, this Policy may be reinstated by the Insured by submitting a prescribed application form to the Company. If accepted and approved by the Company, this Policy shall be reinstated as of the date of such acceptance and approval ("Date of Reinstatement") provided the Insured shall pay all overdue premium with interest from the date of termination of this Policy and return to the Company any premium refunded by the Company with respect to such termination with interest. The applicable interest rate shall be determined by the Company from time to time. The reinstated Policy shall cover only Hospital Confinement caused by Injury sustained after the Date of Reinstatement and Sickness commencing more than sixty (60) days after the Date of Reinstatement.

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

**Jurisdiction**
The Company will in all competent judicial proceedings at the instance of parties suing in respect of matters arising out of this insurance acknowledge the jurisdiction of the Courts in the Hong Kong SAR only.

**Governing Law**
This Policy shall be governed by and interpreted in accordance with the Hong Kong SAR law, except as otherwise stated herein.

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

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.