

# Outpatient Care

## 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 Customer Care 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. 90852 Tsim Sha Tsui Post Office, Kowloon, Hong Kong  
5/F, AXA Southside, 38 Wong Chuk Hang Road, Wong Chuk Hang, Hong Kong  
Customer Care 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. detecting and preventing fraud (whether or not relating to the products/services provided by the Company and/or our affiliates);
6. evaluating your financial needs;
7. designing products/services for customers;
8. conducting market research for statistical or other purposes;
9. matching any data held which relates to you from time to time for any of the purposes listed herein;
10. 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;
11. conducting identity and/or credit checks and/or debt collection;
12. complying with the laws of any applicable jurisdiction;
13. carrying out other services in connection with the operation of the Company’s business; and
14. 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.
8. the following persons who may collect and use the data only as reasonably necessary to carry out any of the purposes described in paragraphs nos. 2, 3, 4 and 5 of the Purposes specified above: insurance adjusters, agents and brokers, employers, health care professionals, hospitals, accountants, financial advisors, solicitors, organisations that consolidate claims and underwriting information for the insurance industry, fraud prevention organisations, other insurance companies (whether directly or through fraud prevention organisation or other persons named in this paragraph), the police and databases or registers (and their operators) used by the insurance industry to analyse and check data provided against existing data.

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  
5/F, AXA Southside, 38 Wong Chuk Hang Road, Wong Chuk Hang, 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



# Contents

<b>Part 1</b>	Definitions .....	2
<b>Part 2</b>	Provisions .....	3
<b>Part 3</b>	Exclusions .....	4
<b>Part 4</b>	General Conditions .....	5

Outpatient Care is underwritten by AXA General Insurance Hong Kong Limited.

**Whereas:**

The Insured has applied for Outpatient Care and AXA General Insurance Hong Kong Limited has agreed to provide such insurance subject to the Insured signing the relevant Proposal and Declaration, and making, all statements, warranties or declarations therein and paying the premium stated in the Policy Schedule.

Outpatient Care is provided to the Insured subject to the terms and conditions contained in this Policy. An Insured Person who medically and necessarily requires any medical treatment can obtain the medical care and treatment from a Network Doctor subject to the relevant plan limits stated in the Policy Schedule and the schedule of benefits.

## **Part 1**

### **Definitions**

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

1. **"Card"** shall mean the Outpatient Care Card issued by the Company to each Insured Person.
2. **"Child"** shall mean any children of the Insured who has attained the age of 15 days and is an unmarried person, and is financially solely dependent upon the Insured and is under the age of 18 or 23 (only for those who are registered as and are full time students at school, college or university).
3. **"Chinese Medicine Practitioner"** shall mean a listed or registered Chinese medicine practitioner under the Chinese Medicine Ordinance of Hong Kong SAR or duly qualified practitioner of Chinese medicine registered as such under the laws of the country/region in which the claim arises.
4. **"Company"** shall mean AXA General Insurance Hong Kong Limited.
5. **"Congenital Condition"** 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 abnormalities.
6. **"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) borne by the Insured in order to obtain the Network Services.
7. **"Covered Services"** shall mean services covered under this Policy as specified in the schedule of benefit.
8. **"Dependant"** shall mean the spouse of the Insured or any Child, including those legally adopted by the Insured.
9. **"Effective Date"** shall mean the start date of the Period of Insurance specified in the Policy Schedule.
10. **"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 60 years at the date of Registration and who has been registered within the meaning of "Registration" as defined in this Part. Once Registered, a Dependent shall continue to be an Eligible Person until such Dependant shall cease to be covered under, and thus be deleted from, the Policy.
11. **"Expiry Date"** shall mean the last date of the Period of Insurance specified in the Policy Schedule.
12. **"Hong Kong SAR"** shall mean the Hong Kong Special Administrative Region.
13. **"Insured"** shall mean the person to whom the Policy is issued and is over the age of 18 but not yet attained the age of 60 years at the date of Registration.
14. **"Insured Person"** shall mean each and any person who is an "Eligible Person" as defined above 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.
15. **"Network Doctor"** shall mean any Registered Medical Practitioner whose name is specified in the list provided by the Network Service Provider.

16. **"Network Services"** shall mean medical services provided by the clinics of the healthcare services providers listed in Network Doctor Directory as the Company may determine to be the service provider from time to time.
17. **"Network Service Provider"** shall mean the healthcare services providers listed in Network Doctor Directory as the Company may determine from time to time.
18. **"Period of Insurance"** shall mean the period specified in the Policy Schedule during which this Policy is effective.
19. **"Policy"** shall mean all the terms and conditions contained herein, including the Application Form and/or Policy Schedule, endorsements, attachments and the schedule of benefits thereto.
20. **"Pre-existing Condition"** shall mean illness or injury that commenced or presented sign(s) and symptoms prior to the coverage commencement date of the Insured Person.
21. **"Registration"** whenever the context admits shall mean registration of an Eligible Person by the Company at the Effective Date of the Policy as stipulated in the Policy Schedule and the term "Registered" shall be construed accordingly.
22. **"Renewals"** shall mean renewal of a policy without any lapse of time upon expiry of the immediately preceding policy.
23. **"Treatment"** shall mean any medical procedure, the sole purpose of which is the cure or relief of injury, sickness, disease or illness.
24. **"Waiting Period"** shall mean the benefit of each Insured Person under this Policy will be available only after the expiry of 12 days from the Effective Date of which the respective Insured Person is registered under the Policy.

## Part 2

### Provisions

1. The Insured Person shall make appointment with the Network Doctor in advance and present the Card for verification and registration and, settle the charges of any uncovered services directly with the Network Doctor. The Insured Person cannot receive any Network Services under this Policy if the Card is not presented on the date of Treatment and the Company is not liable to reimburse the Insured Person of any charges related to the Network Services.
2. The following services are available to the Insured Person when he or she visits the Network Doctor for any Treatment subject to the provisions of this Policy and the Covered Services specified in the schedule of benefits:
  - General practitioner consultation during normal clinical hours including basic medications up to plan limit for an illness or injury as an outpatient;
  - Specialist consultation during normal clinical hours including basic medications up to plan limit for an illness or injury as an outpatient with a Network Doctor's referral;
  - Medications as prescribed by a Network Doctor for an illness or injury as an outpatient but excluding treatments and services listed under "Exclusions" below;
  - Minor dressings as and when required;
  - Simple injections as prescribed by a Network Doctor for an illness or injury as an outpatient;
  - Physiotherapy Treatments during normal clinical hours as referred by a Network Doctor for an illness or injury;
  - Non-specialised X-ray investigations, non-specialised laboratory investigations, specialist consultation and basic medications should be performed as an outpatient on recommendation by a Network Doctor (routine laboratory tests performed as part of annual physical examination and for preventive purposes are excluded);
  - All non-specialised X-ray investigations and non-specialised laboratory tests which are performed by a Network Doctor.
3. The Co-payment and any other fees for services excluded under this Policy, if any, shall be made to the Network Doctor directly at the time the service is rendered to the Insured Person.
4. Each coverage listed in the schedule of benefits is subject to one single visit or Treatment or consultation per day.
5. The Company does not guarantee provision of services by a particular Network Doctor on the Network Doctor Directory or through the Worldwide Emergency and Medical Helpline ("Hotline"). The Network Services Providers, the list of Network Doctors and information listed in the Network Doctor Directory may be changed from time to time. For an updated list of Network Doctors, please call the corresponding Network Service Provider's Hotline during office hour or visit the corresponding Network Service Provider's website.
6. 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 any Network Services Providers or any Network Doctors, their servants or agents. Such Network Services Providers and Network Doctors shall render services or benefits as independent contractors and not as servants or agents of the Company.

7. The Network Doctors and the Hotline service operators are not appointed or employed by the Company. The Company does not warrant, represent, endorse or recommend to the Insured Person, the Insured or any other person any Network Service Provider or Network Doctor or Hotline service operator or their quality or competence. No warranty, representation, endorsement, or recommendation is given by the Company or may be implied from any information provided by the Company about the Network Service Providers or Network Doctors or Hotline service operators. The Insured Person, the Insured and any other person may consult any Network Service Provider, Network Doctor or Hotline service operator at his or her own choice and risk.

### **Part 3**

#### **Exclusions**

This Policy shall not cover the following:

1. Medical treatments, procedures, supplies or services which are experimental, investigative or are not specifically included as Covered Services.
2. Medications used in connection with smoking cessation and treatment of baldness and experimental drugs.
3. Contraceptives or contraceptive devices, antibacterial soaps and detergents, vaccines and allergenic extracts, tonic, appetite stimulants or depressants and any treatment for weight control.
4. Long term medication that exceed the plan limit specified in the schedule of benefits and medication for chronic diseases treatment including but not limited to AIDS, Alzheimer's Disease, Cancer, Chronic Bronchitis, Chronic Hepatitis, Chronic Arthritis, Heart Disease, Diabetes Mellitus, Hypertension, Hypercholesterolemia, Hyperlipidemia, Hyperthyroidism, Hypothyroidism, Parkinson's Disease, Systemic Lupus Erythematosus, Acne Vulgaris, Alopecia Areata, Hormone Replacement Therapy.
5. Cosmetic or plastic surgery or any treatment solely for the purpose of beautification.
6. Congenital Conditions.
7. Pre-existing Conditions.
8. Dental, oral or oro-surgical care and treatment of any kind including orthodontic, endodontic, and periodontic services; and restorative services.
9. Maternity, pregnancy, childbirth (including diagnostic tests for pregnancy), miscarriage, abortion, prenatal or postnatal care, and fertility or infertility treatment.
10. Any expenses related to sexually transmitted disease, impotence, venereal diseases, Human Immunodeficiency Virus (HIV) related Disability, including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutation derivations or variations thereof.
11. Routine or general check-ups or routine blood tests, health examinations, check ups or tests not incidental to treatment or diagnosis of a covered condition, inoculation, medication or vaccination for immunisation or quarantine purposes.
12. 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.
13. Procurement or use of special braces, appliances, hearing aids, wheelchairs, crutches or any other similar equipment.
14. Any form of treatment not presently or universally available but which may become available subsequent to the effective date and which may be highly expensive, e.g. medication for AIDS, medication costs for specific anti-viral agents.
15. Medical or other health care services or treatment directly or indirectly resulting from or consequent upon:-
  - (a) Drug addiction, alcoholism, venereal disease or wilful misuse of drugs or alcohol, attempted suicide or intentional self-inflicted injury or participating in an illegal activity.
  - (b) High risk 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 contaminable 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.

16. 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.
17. Specialised X-ray investigations, e.g. X-ray with contrast medium and mammogram, X-ray involving CAT scanning, computerised scanning, MRI and investigations or treatments involving radioactive isotopes.
18. Specialised tests, e.g. echocardiogram, endoscopy and treadmill ECG.
19. Any surgical procedures (both clinical and hospital).
20. Any cost associated with kidney or peritoneal dialysis.
21. Treatment or services not undertaken by any Network Doctor.
22. Sanction Limitation and Exclusion Clause  
No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America.

## **Part 4**

### **General Conditions**

#### **1. The Policy**

- This Policy constitutes the entire agreement between the Insured and the Company.
- The Insured is liable to pay the annual premium pertaining to this Policy by annual or monthly payment once the Policy becomes effective.

#### **2. Consideration**

This Policy is issued in consideration of all the statements, warranties or declarations made by the Insured in this Policy (including without limitation) the declarations contained in the Application Form and the Insured's payment of premium when due.

#### **3. 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.

#### **4. Premium Rate & Method of Payment**

The Company shall have the right to change the rate of premium payable on this Policy on the Expiry Date or anniversary of the Effective Date, whichever is earlier. The "Outpatient Care" is an annual insurance plan. As a convenience, the Insured can choose to pay the premium annually or monthly. The Insured can change the payment frequency at the time of Policy Renewal.

#### **5. Renewal**

Renewal is arranged automatically on an annual basis. The premium payable upon each Renewal and the terms of any Renewal may not be the same as the expiring policy period and will be determined by the Company.

#### **6. Termination**

- The Insured may terminate this Policy or terminate cover in respect of any Insured Person by giving a written notice to the Company and under such circumstances no total or partial refund of premiums is allowed.
- The Company may terminate this Policy or the coverage in respect of any Insured Person by giving no less than seven days notice by letter to the Insured at his/her last known address and in such event the Insured shall be entitled to the return of a proportionate part of the premium corresponding to the unexpired Period of Insurance.
- This Policy shall be terminated automatically if any part of premium payable in respect of this Policy is not paid when due.

#### **7. Geographical Limitations**

For Plan A, the Network Services is applicable to Hong Kong SAR only. For Plan B, the Network Services is applicable to Hong Kong SAR, Macau SAR and the mainland China.

## 8. Conditions for the Use of the Outpatient Care Card

### 8.1 Cancellation or Termination of Policy

If, for any reason, this Policy is cancelled or terminated, the Insured shall collect all the 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 Insured 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 any Card whilst this Policy is no longer in force, whether or not the Insured ultimately returns all the Cards to the Company.

### 8.2 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 Insured by the Company from time to time and may be revised by the Company from time to time by written notice to the Insured.

### 8.3 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 Insured agrees to return the Card to the Company within 28 days from the date of termination or cancellation.

The Insured 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 any Card issued to an insured persons after the coverage of such Insured Person under this Policy has been the terminated or cancelled, whether or not the Insured ultimately returns such Card to the Company.

## 9. Mis-statement or Fraud

Any false, misleading, inaccurate or incomplete statement, declaration or warranty made by the Insured concerning insurance application or endorsement or any claim shall entitle the Company to repudiate liability under this Policy.

## 10. 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.

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](http://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.

In the event of any inconsistency between the English version and the Chinese version, the English version shall prevail.