

POLICY

This insurance policy (hereinafter called "Policy") consists of:

- (1) All the terms, provisions and conditions contained herein including the Schedule of Benefits and the Surgical Schedule of Fees;
- (2) Endorsement (if any);
- (3) Supplementary contract (if any); and
- (4) The application for insurance.

The cover provided shall be determined by the terms, provisions and conditions defined herein together with the Certificate of Insurance (hereinafter called "Certificate") issued to each Insured Person. The Insurer has the right to amend the terms, provisions and conditions contained herein from time to time. Any cover not shown in the Schedule of Benefits is not provided. The base currency for this insurance is Hong Kong Dollar.

The Policy issued by the Insurer governs the rights and obligations of all parties to the Policy. The insurance is effective only after the applicant has been accepted by the Insurer and becomes and remains insured in accordance with the terms, provisions and conditions set out in the Policy and in the Certificate and premium has been paid by the Insured Person.

When an Insured Person undergoes medical treatment for Bodily Injury or Illness in a Hospital, he can claim from the start of the course of treatment until the time when he is discharged from Hospital or until the expiry of the Period of Insurance or the exhaustion of the stated limits as shown in the Schedule of Benefits, or the termination of this insurance, whichever is the earliest event.

Upon receipt of proof of claim the Insurer will pay up to the limits as shown in the Schedule of Benefits for expenses necessarily incurred as a direct result of the Insured Person suffering Bodily Injury or Illness, where covered, during the Period of Insurance.

The legal representative of the Insured Person shall have the right to act for an Insured Person who is incapacitated or deceased. Benefits are payable to the Insured Person, his legal representative or executor or to the licensed providers of the insured medical treatments and/or care and/or services to the Insured Person.

Benefits are limited to the Reasonable and Customary Charges in the country or area where treatment is provided.

Benefit payments may be processed by independent claims administrators, appointed by the Insurer, who specialize in handling medical claims.

The parties hereto agree that the Law of Hong Kong shall govern and control in the event of any legal dispute between the parties with regard to this Policy and that the parties submit themselves to the exclusive venue and jurisdiction of the courts of Hong Kong for the resolution of any such conflict or dispute.

GENERAL PROVISIONS AND CONDITIONS

For the purpose of this Policy and where the context permits, words importing the singular number only include the plural and vice versa and words importing the masculine gender also include the feminine and vice versa.

Section A - Definitions

The following definitions apply to the Policy:

“Accident” shall mean any sudden and unforeseen event occurring during the Period of Insurance of an Insured Person, resulting in Bodily Injury, the cause or one of the causes of which is external to the victim’s wounded body and occurs beyond the victim’s control.

“Anaesthetist” shall mean only a person, other than the Insured Person or an immediate family member of the Insured Person, who is qualified and legally authorized in the geographical area of his practice to render anaesthetic services. The anaesthetist shall be an independent person other than the attending Registered Medical Practitioner treating the Insured Person.

“Annual Overall Limit” shall mean the maximum aggregate sum of the benefits under Section B - Hospitalization & Surgical Benefits that may be claimed in any one Policy Year by an Insured Person as shown in the Schedule of Benefits. For the purpose of applying the Annual Overall Limit, Confinement benefits paid under the Hospitalization & Surgical Benefits shall be attributed to the Policy Year in which the date of admission (but not the date of discharge) to Hospital falls.

“Any One Confinement” or “Confinement” shall mean, upon recommendation of a Registered Medical Practitioner, the Insured Person’s admission in a Hospital as a bed patient for a minimum of six (6) consecutive hours until discharge except that no minimum period of hospital confinement is required if such confinement is in connection with a surgical operation or emergency treatment caused by an Accident.

“Bodily Injury” shall mean unforeseen injury to the body caused solely and directly by violent, accidental, external and visible means occurring during the Period of Insurance of an Insured Person.

“Congenital Conditions” shall mean medical abnormalities existing at the time of birth, as well as 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):

- (1) Hernias of all types (except caused by a trauma occurred during the Period of Insurance)
- (2) Undescended testicle
- (3) Strabismus
- (4) Pre-auricular Sinus
- (5) Hypospadias
- (6) Meckel’s diverticulum

“Dependant” shall mean the legal spouse of the Policyholder (but excluding those legally separated), and/or unmarried children, step-children and legally adopted children, who are dependent on the Policyholder for support and aged fifteen (15) days to seventeen (17) years last birthday at the date of enrolment in the Policy or twenty-three (23) years last birthday (if the child is in continuous full-time education).

“Due Date” shall mean the date of commencement or renewal of insurance as shown on the Schedule of Benefits, or the date on which any subsequent instalment of premiums falls due.

“Emergency Case” shall mean unplanned Confinement resulting from an acute Illness or Accident provided that the initial sign and symptom of an acute Illness or the occurrence of an Accident and the relevant consultation or treatment are not separated by more than forty-eight (48) hours.

“Hereditary Conditions” shall mean medical conditions genetically transmitted from parent to offspring.

“Hospital” shall mean any institution which is legally licensed as a medical or surgical Hospital in the country in which it is located where Illness of acute nature as well as emergencies can be treated and which is not a spa, hydroclinic, sanatorium, rehabilitation institution, nursing home, or home for the aged. It must be under the constant supervision of a resident physician.

“Illness” shall mean sickness, illness or disease occurring during the Period of Insurance of an Insured Person.

“Insured Person” shall mean an individual who has completed or whose name is included on the application for insurance and for whom commencement of cover has been confirmed by the Insurer and who has been issued a Certificate.

“Insurer” shall mean Falcon Insurance Company (Hong Kong) Limited.

“Medically Necessary” shall mean the necessity for treatments, investigations, services or supplies which are:

- (1) consistent with the diagnosis and customary medical treatment for the Bodily Injury or Illness;
- (2) in accordance with standards of good medical practice;
- (3) not for the convenience of the Insured Person, Registered Medical Practitioner, or any other medical service providers;
- (4) provided in the most cost-effective manner and type of setting appropriate in the circumstances;
- (5) not be able to provide safely on an out-patient setting;
- (6) not furnished primarily for diagnostic scanning purposes, X-ray examinations or physical therapy.

“Nursing Aide” shall mean only a person, other than the Insured Person or an immediate family member of the Insured Person, who is a health care assistant, health worker, care assistant or personal care worker registered under the Department of Social Welfare or organizations approved by Department of Social Welfare in Hong Kong.

“Period of Insurance” shall mean the period set out in the Schedule of Benefits during which the insurance plan under this Policy is operative.

“Policyholder” shall mean the Insured Person who owns this Policy and whose name is shown on the Schedule of Benefits as the policyholder.

“Policy Anniversary” shall mean the date immediately following the last day of the Period of Insurance of this Policy.

“Policy Year” shall mean twelve (12) consecutive months period starting from the commencement date as shown in the Schedule of Benefits of this Policy.

“Pre-Existing Conditions” shall mean any medical condition, physical or health impairment or disability that existed or originated prior to the effective date of insurance for an Insured Person.

Non-disclosed pre-existing conditions prevent the Insurer from making the proper evaluation of the risk. Consequently, non-disclosed pre-existing conditions or misleading information to the Insurer with respect to the personal history of the Insured Person could result in the declination of the application for insurance, the denial of a claim and/or the cancellation or invalidation of this Policy.

Pre-existing medical conditions, physical or health impairment or disability disclosed on the application for insurance for which no exclusions have been issued on an endorsement are covered.

“Qualified Nurse” shall mean only a person, other than the Insured Person or an immediate family member of the Insured Person, who is qualified and legally authorized in the geographical area of her practice to render nursing services.

“Reasonable and Customary Charges” shall mean the charges for a service or supply which is the lesser of (1) the charge usually made for a service or supply by the provider who furnishes a service or supply or (2) the prevailing charge made for a service or supply, in the same geographic area, by those of similar professional standing. If usual and prevailing charges for a service or supply cannot be determined because of the unusual nature of the service or supply, the Insurer shall determine to what extent the charge is reasonable, taking into account the complexity involved, degree of professional skill required and other pertinent factors.

“Registered Medical Practitioner” shall mean only a person, other than the Insured Person or an immediate family member of the Insured Person, who is qualified by degree in Western Medicine and legally authorized in the geographical area of his practice to render medical and surgical services.

“Specialist” shall mean a Registered Medical Practitioner legally authorized in the geographical area of his practice to provide specialist services according to the qualified specialty. For consultation or treatment rendered in Hong Kong, the Specialist must be registered under the Specialist Register of the Medical Council of Hong Kong. A Specialist must be recommended in writing by another Registered Medical Practitioner treating the Insured Person.

“Waiting Period” shall mean a period of thirty (30) days calculated from the effective date of insurance of an Insured Person under this Policy.

Section B - Hospitalization & Surgical Benefits

All benefits payable under this Section B shall not exceed the Annual Overall Limit as set forth in the Schedule of Benefits.

Room Benefit. This benefit shall be paid when, upon recommendation of a Registered Medical Practitioner, an Insured Person is registered as a bed patient in a Hospital. The amount of the said benefit shall be equal to the actual charges made by the Hospital during the Insured Person’s Confinement; but in no event shall the benefit under this paragraph exceed for any one day the maximum daily benefit or the maximum number of days for Any One Confinement as set forth in the Schedule of Benefits.

Meal Allowance. In addition to the Room Benefit, the Insurer shall pay a benefit equal to the actual charges made by the Hospital for meals taken by the Insured Person during the Insured Person’s Confinement; but in no event shall the benefit under this paragraph exceed for any one day the maximum daily benefit or the maximum number of days for Any One Confinement as set forth in the Schedule of Benefits.

In-Hospital Doctor Visits. If an Insured Person on any day of Confinement shall be necessarily treated by a Registered Medical Practitioner on account of Bodily Injury or Illness, the Insurer shall pay to the Insured Person an amount equal to the charges made by the Registered Medical Practitioner for visits made for such treatment; but in no event shall the benefit under this paragraph exceed for any one day the maximum daily benefit or the maximum number of days for Any One Confinement as set forth in the Schedule of Benefits.

Intensive Care Unit. Benefits shall be paid for the actual charges incurred in a Hospital as a result of the Insured Person being accommodated in an Intensive Care Unit recommended by the attending Registered Medical Practitioner; but in no event shall the benefit under this paragraph exceed for any one day the maximum daily benefit or the maximum number of days for Any One Confinement as set forth in the Schedule of Benefits. Payments made under this benefit shall be in lieu of any Room Benefit for Any One Confinement.

Hospital Special Services. This benefit shall be paid during the time that an Insured Person is registered as a bed patient in a Hospital and is furnished or rendered any hospital special service which is regularly given by the Hospital for treatment of Bodily Injury or Illness. The amount of said benefit shall be equal to the actual charges made by the Hospital during the Insured Person’s Confinement; but in no event shall the benefit under this paragraph exceed the maximum Hospital Special Services benefit for Any One Confinement as set forth in the Schedule of Benefits.

The Hospital Special Services covered under this Policy include:

- (1) Drugs and medicines consumed during Confinement as well as medicines prescribed on the date of discharge for treatment of the same disability up to a period of seven (7) days, but excluding medicines for treatment of chronic Illnesses, for prophylactic purposes, for recurrent courses after the immediate course of treatment upon discharge and for long term treatment;
- (2) Dressings, ordinary splints, plaster casts, oxygen and its administration, and intravenous infusions;
- (3) X-ray, electrocardiograms, basal metabolism tests and other laboratory examinations and tests, including the pathologist’s fee;
- (4) Transfusion, except the cost of blood or blood plasma;
- (5) Operation theatre materials;
- (6) Physical therapy;
- (7) Ambulance service to and/or from the Hospital.

Surgical Benefit. A surgical benefit shall be paid in an amount equal to the sum actually charged for an operation, provided however that the maximum benefit for a surgical operation shall not exceed the sum obtained by multiplying the appropriate percentage shown for that operation in the Surgical Schedule of Fees by the maximum Surgical Benefit limit per Confinement as shown in the Schedule of Benefits. If two or more surgical procedures are performed during the same Confinement, reimbursement for expenses for all such procedures shall not exceed the amount indicated for that one of the surgical procedures performed for which the largest amount is payable.

If the operation performed is not shown in the Surgical Schedule of Fees, the Insurer shall have absolute discretion to determine the Percentage of Maximum Benefit for that operation. An operation of equivalent gravity and severity shall be used by the Insurer as a basis for this determination.

Anaesthetist Fee. The Insurer shall pay the amount charged by the Anaesthetist for the services provided during an operation or procedure up to a maximum of thirty percent (30%) of the Surgical Benefit actually paid for Any One Confinement as set forth in the Schedule of Benefits.

Operation Theatre Fee. The Insurer shall pay the amount charged by the Hospital for the use of operation theatre and equipment during the operation or procedure up to a maximum of thirty percent (30%) of the Surgical Benefit actually paid for Any One Confinement as set forth in the Schedule of Benefits. Operation theatre shall include but not limited to any operation room, recovery room, endoscopy room, urology centre and cardiac catheterization laboratory.

In-Hospital Specialist Consultation. Should the attending physician or surgeon require a second opinion or special treatment by another qualified specialist physician or surgeon as a result of Bodily Injury or Illness, the Insurer shall, subject to the receipt and approval of a written recommendation for such treatment from the attending physician or surgeon, pay an amount equal to the charges made by the Specialist for visits made for such treatment up to a maximum benefit for Any One Confinement as set forth in the Schedule of Benefits.

Cancer Treatment and Renal Dialysis. If an Insured Person requires chemotherapy or radiotherapy or targeted therapy for cancer treatment or renal dialysis for kidney failure treatment, the Insurer shall pay an amount equal to the actual charges incurred for such treatment performed in an in-patient or out-patient setting including charges for consultation, medication, laboratory tests, facilities and materials up to a maximum benefit per Policy Year as set forth in the Schedule of Benefits.

Out-Patient Surgical Benefit. If an Insured Person requires an operation performed in the clinic of a Registered Medical Practitioner or in the out-patient department of a Hospital for a covered Bodily Injury or Illness, the Insurer shall pay an amount equal to the actual charges incurred including charges for consultation, medication, laboratory tests, surgical procedure, anaesthetics, operation theatre and materials up to a maximum benefit per Policy Year as set forth in the Schedule of Benefits.

Medical Appliances. The Insurer shall pay an amount equal to the actual charges incurred for the following medical appliances implanted during an operation or used in replacement procedures for a covered Bodily Injury or Illness:

- (1) Pacemaker;
- (2) Stents for Percutaneous Transluminal Coronary Angioplasty;
- (3) Fixed monofocal intraocular lens for cataract surgery;
- (4) Artificial joint;
- (5) Artificial cardiac valve;
- (6) Artificial intervertebral disc.

But in no event shall the benefit under this paragraph exceed the maximum benefit per Policy Year as set forth in the Schedule of Benefits.

Pre/Post-Hospitalization Treatment. The Insurer shall pay an amount equal to the actual charges for one pre-admission consultation resulting in Confinement in a Hospital for a covered Bodily Injury or Illness and all follow-up medical treatment within ninety (90) days immediately following discharge from Hospital provided by or ordered by the attending Registered Medical Practitioner. Such out-patient treatment shall be limited to consultation, medication, X-ray, laboratory tests and physiotherapy up to the maximum benefit per Policy Year as set forth in the Schedule of Benefits.

Private Nursing/Nursing Aide. The Insurer shall pay an amount equal to the actual charges for the services rendered by a Qualified Nurse or a Nursing Aide during Confinement in Hospital when prescribed by a Registered Medical Practitioner and related directly to a covered Bodily Injury or Illness for which the Insured Person has received and is receiving treatment; but in no event shall the benefit under this paragraph exceed for any one day the maximum daily benefit or the maximum number of days for a Policy Year as set forth in the Schedule of Benefits.

Companion Bed for Child. If an Insured Person aged sixteen (16) or below requires Confinement in a Hospital for a covered Bodily Injury or Illness, the Insurer shall pay an amount equal to the actual charges for an extra bed for a person who accompanies the Insured person in the Hospital; but in no event shall the benefit under this paragraph exceed for any one day the maximum daily benefit or the maximum number of days for a Policy Year as set forth in the Schedule of Benefits.

Hospital Cash. If an Insured Person is confined in the general ward of any public hospitals under Hospital Authority of Hong Kong for twenty-four (24) hours or more and under professional care of a Registered Medical Practitioner, as a result of Bodily Injury or Illness covered by the Policy, the Insurer agrees to pay a daily cash benefit equivalent to the amount and up to a maximum period as set forth in the Schedule of Benefits in lieu of all other hospitalization benefits under this Section B. The Benefit shall be payable according to the number of days in which room charges are incurred. This benefit shall not be applicable should the Insured Person be confined in a room type other than the general ward or such hospitalization requires extra expenses that paid under the other items of the Policy.

Additional Benefits for Accident. If an Insured Person sustains accidental Bodily Injury and, within ninety (90) days from the time of the Accident, incurs Reasonable and Customary Charges in the treatment of such injury for:

- (1) Room and board in a Hospital and therapeutic services of such Hospital which are provided on any day of hospital confinement for which a hospital room charge is made;
- (2) Therapeutic services rendered by and within such Hospital when hospital confinement is not required;
- (3) Services of a physician or surgeon;
- (4) Drugs and dressings;
- (5) Braces, supports, crutches, other similar appliances and artificial limbs and eyes, not a replacement of an artificial limb or eye, and not including eyeglasses, hearing aids or other similar appliances;
- (6) Rental or purchase of wheelchair, artificial respiration apparatus and oxygen equipment;
- (7) Necessary transportation by ambulance to and from a Hospital;
- (8) X-ray examinations and treatments, anaesthetics and laboratory test;

the Insurer shall pay to the Insured Person the amount of such charges actually incurred by the Insured Person in excess of all other amounts payable to the Insured Person under the Hospitalization & Surgical Benefits; provided that not more than the maximum benefit per Policy Year as set forth in the Schedule of Benefits shall be paid on account of all such excess charge.

Section C - Emergency Assistance Benefits.

The emergency assistance benefits are available directly from Inter Partner Assistance Hong Kong Limited (hereinafter called the "IPA"). IPA is not the agent of the Insurer for the services and assistance provided under this Section C. The Insurer shall not be liable to the Insured Person in any respect of any loss, damage, expense, suit, action or proceeding suffered or incurred by the Insured Person, whether directly or indirectly, arising from or in connection with the services provided or advice given by IPA.

If the Insured Person shall suffer serious Bodily Injury or sudden Illness outside Hong Kong while arising out of and in the course of his journey, or during his period of expatriation for not exceeding a period of ninety (90) consecutive days provided that such journey or period of expatriation is not undertaken against the advice of the physician, and/or for the purpose of obtaining or seeking any medical or surgical treatment abroad, the following emergency assistance services and benefits are available from IPA:

- (1) **Medical Advice, Evaluation and Referral.** When medical advice is needed, the Insured Person may telephone IPA's alarm centre for medical advice and evaluation and, if necessary, the referral to the appropriate physician. All physician's fees and related charges shall be borne entirely and directly by the Insured Person without any reimbursement from IPA.

- (2) **Medical Evacuation.** Should the Insured Person suffer Bodily Injury or sudden Illness such that the medical team and the attending physician recommend hospitalization in a medical facility where the Insured Person can be suitably treated, IPA will arrange and pay for the transfer of the Insured Person into the nearest Hospital and if necessary, on medical grounds:
- (i) The transfer of the Insured Person with necessary medical supervision by any means (including but not limited to air ambulance, scheduled commercial flight, and road ambulance) to a Hospital more appropriately equipped for the particular Bodily Injury or sudden Illness, or
 - (ii) The direct repatriation, including road ambulance transfers to and from the airports, of the Insured Person with necessary medical supervision by scheduled airline to an appropriate hospital or other health care facility in Hong Kong, if his medical condition permits such repatriation. The medical team and attending physician will determine the necessary arrangements according to the circumstances.
- (3) **Repatriation After Treatment.** When after local treatment, the medical condition of the Insured Person will not prevent his medically supervised repatriation as a regular passenger, according to the medical opinion of both attending physician and IPA's alarm centre doctor, IPA will organize and pay for the repatriation of the Insured Person to Hong Kong by scheduled airline flight (on economy class) or any other appropriate means of transportation (on economy class), including any supplementary transportation to and from the airport, if his original ticket is not valid for the purpose, provided that the Insured Person shall surrender any unused portion of his ticket to IPA. Any decision on the repatriation of the Insured Person shall be made jointly and exclusively by both attending physician and IPA alarm centre doctor.
- (4) **Repatriation of Mortal Remains/Ashes.** Upon death of an Insured Person, IPA will arrange and pay up to HK\$80,000 for (i) the repatriation of the mortal remains or ashes from the place of death to Hong Kong or (ii) at the request of the Insured Person's heirs or representative, for the local burial of the Insured Person, provided that IPA's financial responsibility for such local burial shall be limited to the equivalent of the cost of repatriation of mortal remains as provided in this benefit.
- (5) **Travel Information.** The Insured Person may contact IPA to obtain the following information and services prior to or during his trip:
- Updated immunizations and vaccinations requirements and needs
 - Airport taxes, customs requirements, passport/visa requirements
 - Arrangement of interpreter services
 - Arrangement of children escort
 - Exchange rates and banking days
 - Consulate and embassies addresses and contact numbers
 - Transmission of urgent messages in case of emergency
 - Language and weather information worldwide
- (6) **Luggage Retrieval.** In the event of loss or misrouting of the Insured Person's luggage by a common carrier, IPA will liaise with the relevant entities such as but not limited to airline companies, customs officials, and will organize the dispatch of such luggage, if recovered, to such place as the Insured Person may direct.
- (7) **Emergency Rerouting Arrangements.** IPA will assist the Insured Person in reorganizing his flight schedule should an emergency oblige him to alter his original plan.
- (8) **Administration Assistance.** In case of loss or theft of essential documents or personal identification documents (e.g. passport, entry visa, etc.), IPA will provide the Insured Person with the necessary information regarding the formalities to be fulfilled with the appropriate local authorities or entities, in order to obtain the replacement of such lost or stolen documents.
- (9) **Legal Assistance.** IPA will provide worldwide referral of lawyers and solicitors firms.
- (10) **Compassionate Visit.** In the event of the Insured Person travelling alone and suffering from Bodily Injury or sudden Illness resulting in hospital confinement outside Hong Kong for more than seven (7) consecutive days, IPA will arrange and pay for the cost of a return scheduled airline ticket (on economy class) or any reasonable transportation means (on economy class) for a close relative or a designated person of the Insured Person to travel from Hong Kong to the Insured Person's bedside, including the cost of an ordinary room accommodation in any reasonable hotel up to HK\$1,200 per

day for a maximum period of five (5) consecutive days, but excluding the cost of drinks, meals and other room services.

- (11) **Return of Unattended Dependent Child to Hong Kong.** If any of the Insured Person's travelling dependent child under sixteen (16) years of age is left unattended by reason of the Insured Person's Bodily Injury or sudden Illness resulting in hospital confinement outside Hong Kong, IPA will organize and pay for the cost of a scheduled airline ticket (on economy class) for such child to return to his home in Hong Kong, including any supplementary cost of transportation to and from the airport, if the original ticket is not valid for the return, provided that the Insured Person shall surrender any unused portion of the return ticket to IPA. If necessary, IPA will also hire and pay for a qualified attendant to accompany any such dependent child for his return journey.
- (12) **Deposit Guarantee of Hospital Admission.** In case of hospital admission duly approved by both the attending physician and IPA's alarm centre doctor and the Insured Person is without means of payment of the required hospital admission deposit, IPA will on behalf of the Insured Person guarantee or provide such payment up to HKD80,000. IPA will require valid credit authorization from the Insured Person or his representative prior to advancement of funds for such admission. The costs of this benefit should be reimbursed by the Insured Person or his representative to IPA within thirty (30) days without any interest.
- (13) **Hotel Accommodation.** IPA will arrange and pay for the cost of an ordinary room accommodation in any reasonable hotel up to HKD1,200 per day for a maximum of five (5) consecutive days, incurred by the Insured Person for the sole purpose of convalescence immediately following his discharge from the Hospital, and if deemed necessary by both attending physician and IPA's alarm centre doctor.
- (14) **Unexpected Return to Hong Kong.** In the event of the death of the Insured Person's close relative in Hong Kong while the Insured Person is travelling overseas (excluding the case of immigration) necessitating an unexpected return to Hong Kong, IPA will arrange and pay for the cost of a scheduled return airline ticket (on economy class) for the return of the Insured Person.

Request For Assistance. In case of an emergency, and prior to taking personal action where reasonable, the Insured Person or his representative shall call IPA's alarm centre.

Failure To Notify IPA. In the event of a Bodily Injury or sudden Illness resulting in the hospitalization of the Insured Person prior to notify IPA, the Insured Person or his representative, where possible, shall contact IPA within three (3) days of the occurrence of such emergency or any complication directly relating to such emergency. In the absence of such notice, IPA may hold the Insured Person responsible.

Liability of The Insurer and IPA. It is understood that the physicians, hospitals, clinics, and any kind of professionals to whom the Insured Person will be referred by IPA are for most of them independent contractors responsible for their own acts and are not employees, agents or servants of IPA. Furthermore, The Insurer and IPA shall not be responsible for any act or failure to act on the part of those professionals such as, and not limited to, physicians, hospitals and clinics.

Force Majeure. The Insurer and IPA shall not be held responsible for delays or failures in providing assistance caused by any strike, war, invasion, act of foreign enemies, armed hostilities (regardless of a formal declaration of war), civil war, rebellion, insurrection, terrorism, political coup, riot and civil commotion, administrative or political impediments or radioactivity or any other event of force majeure which prevents IPA from providing such assistance services.

Excluded Cases. IPA shall not be required to provide the assistance services in any form or manner to the Insured Person or his representative with respect to Bodily Injury or sudden Illness of the Insured Person arising from:

- (1) Pre-existing Conditions; congenital abnormalities; pregnancy and maternity; cases related to psychiatric disorders.
- (2) Injuries due to insanity or self-infliction or conditions related to functional disorders of the mind; rest cure or sanatorium care; drug addiction or alcoholism; communicable diseases requiring by law isolation or quarantine.
- (3) Injuries sustained or contracted as a result of participation in illegal acts; injuries arising directly or indirectly from war, declared or undeclared, strike, riot, revolution or any warlike operation.
- (4) Injuries arising directly or indirectly as a result of participation in any professional or competitive sports, water sports, winter sports, racing, rallies, potholing, rock climbing or mountaineering normally involving the use of ropes or guides, parachuting, bungee jumping or martial arts.

- (5) Services rendered without the authorization and/or intervention of IPA.
- (6) Costs which would have been payable if the event giving rise to the intervention of IPA had not occurred.
- (7) Any expense more specifically covered under any insurance policy.
- (8) Cases of minor Illness or Bodily Injury which in the opinion of the IPA's doctor can be adequately treated locally and which do not prevent the Insured Person from continuing his travels or work.
- (9) Expenses incurred where the Insured Person in the opinion of the IPA's doctor is physically able to return to Hong Kong sitting as a normal passenger and without medical escort, unless deemed necessary by the IPA's doctor.
- (10) The Insured Person exercising any form of hazardous work in connection with any business, trade or profession.
- (11) The Insured Person engaging in any form of aerial flight except as a fare paying passenger on a regular scheduled airline or licensed charter aircraft over an established route.
- (12) Any consequence or loss which is a direct result of nuclear reaction or radiation.

Section D - Administration

Arbitration. All differences arising out of this Policy shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance. If the parties fail to agree upon the choice of arbitrators or umpires then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. If the Insurer shall disclaim liability to the Insured Person for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

Assignment. No benefits under this Policy can be assigned. Payment of any benefit by the Insurer under this Policy shall only be made to the Policyholder or his legal representative whose receipt of such payment from the Insurer shall be a full discharge of the Insurer's obligation towards the Policyholder and the Insured Person in respect of a claim.

Commencement, Renewal and Variation. Insurance shall commence from the date specified on the Schedule of Benefits. Premiums are payable on or before the Due Date of the Policy.

Once registered and subject to continued renewal, cover will automatically cease on the Policy Anniversary coincident with or following the hundredth (100th) birthday.

The Policy is an annual contract which, unless terminated, shall be renewed each year on the Policy Anniversary, subject to the terms, provisions and conditions and premium rates in force at the time of each renewal and any variations as may be set out in writing by the Insurer. This Policy shall be guaranteed to be renewed up to and including age of ninety-nine (99) except for supplementary contract.

The premium for insurance under this Policy shall be calculated according to the premium rate applicable to the Insured Person's attained age on Policy inception and thereafter on each Policy Anniversary, taking into account any premium discount and surcharge. The Insurer shall have the right to review and adjust the premium rates.

The Insurer may also change the premium if taxation or regulation changes make this necessary. In the event that it is required by law to make a levy on this insurance during the Policy Year, the Insurer shall be obliged to do so before the next renewal date.

Renewal will be effected by the Insured Person paying the required renewal premium.

Cooling-Off Period. In the event the Policyholder is not satisfied with the Policy for any reason, he may return it to the Insurer together with a written request for cancellation within seven (7) days after the issue date of the Policy. Any premium paid by the Policyholder shall be refunded. In such event, this Policy shall be deemed to have been void from the Policy inception and the Insurer shall not be liable to pay any benefit.

Conditions Precedent to Liability. Any and all liabilities of the Insurer to the Insured Person under this Policy shall be wholly dependent upon:

- (1) The Insurer being furnished with all the statements and declarations required under this Policy to be provided by the Insured Person (or by a parent or duly appointed guardian if the Insured Person is a minor);
- (2) The truth of all statements, warranties and declarations made by the Insured Person or made in respect to any claim made against the Insurer under the provision of this Policy;
- (3) The due observance and fulfillment of all the terms, provisions and conditions of this Policy (including any endorsement and supplementary contract) as they relate to anything to be done or complied with by the Insured Person;

which shall be conditions precedent to any liability by the Insurer to pay any benefit under this Policy.

Co-ordination of Benefits/Other Insurance. The Policy will pay the balance of the claim after benefit payments of other insurance or indemnity from any other source if the Insured Person has any other insurance in force or is entitled to indemnity from any other source in respect of the same Bodily Injury, Illness, death or expenses.

Eligibility. Any person aged eighteen (18) or above last birthday and his Dependents who are Hong Kong residents with Hong Kong Identity Card are eligible to join subject to individual medical underwriting as per the application for insurance and, if deemed necessary, the Insurer's health declaration. The maximum age of first enrolment is sixty-four (64) years old of last birthday. Dependents shall be covered under the same plan as the Policyholder.

Newly born children shall be eligible for insurance fifteen (15) days after the date of birth or fifteen (15) days after discharge from Hospital where birth took place, whichever is the later, upon submission of an application for insurance, subject to satisfactory evidence of good health and acceptance by the Insurer.

Examinations. The Insurer shall have the right and opportunity through his medical representative to examine any Insured Person whenever and as often as he may reasonably require within the duration of any claim. In addition the Insurer shall have the right to require any autopsy, in the case of death, where this is not forbidden by law.

Extent and Payment of Benefit. All benefits indicated in the Schedule of Benefits are applicable without geographical limitation and limited to the Reasonable and Customary Charges in the country or area where treatment is provided.

All benefits contained in this Policy are subject to a maximum limit which is calculated on a per Confinement basis and/or per Policy Year basis. If an Insured Person's effective date of insurance is other than the commencement date of the Policy, his actual entitlement to the benefits with a per Policy Year maximum limit shall be calculated on a pro rata basis, i.e. number of days of coverage being divided by number of days of the Policy Year and multiplied by the per Policy Year maximum limit.

Upon receipt of satisfactory proof of claim the Insurer shall pay the benefits up to the limits as shown in the Schedule of Benefits. If there is any benefit change effective after an Insured Person has been hospitalized, the Insurer shall pay the benefits in accordance with the benefit plan effective on the first day he is admitted to the Hospital.

Claims for expenses made by an Insured Person in any foreign currency shall be converted to local currency at the official buying rate for such currency that is in effect in Hong Kong at the commercial banks at the time of the payment of such claim.

Fraudulent Claim. If any claim shall in any respect be false or fraudulent or if fraudulent means or devices are used by the Insured Person or anyone acting on his behalf to obtain benefits hereunder then the Policy shall be cancelled immediately and all benefits and premiums forfeited.

Grace Period. A grace period of thirty (30) days following the Due Date shall be allowed to the Policyholder for the payment of any premium after the first. If any premium is not paid in respect of this Policy or any of the supplementary contracts before the expiration of the relevant grace period, this Policy and the relevant supplementary contracts shall automatically terminate at the Due Date that provides the said grace period.

Legal Proceeding. No action at law or in equity shall be brought to recover on this Policy prior to the expiration of ninety (90) days after proof of claim has been filed in accordance with the requirements of this Policy, nor shall any such action be brought at all unless brought within two (2) years from the expiration of time within which proof of claim is required by this Policy.

Misstatement. If the age or date of birth or other relevant facts relating to an Insured Person shall be found to have been misstated and if such misstatement affects the scale of benefits or has anything to do with the terms and conditions of this Policy, the true age and facts shall be used in determining whether insurance is in force under the terms of this Policy and the benefits payable therefrom, and an equitable adjustment of premiums shall be made.

Where a misstatement of age or other relevant facts has caused an Insured Person to be insured hereunder when he is otherwise ineligible for insurance or where such statement has caused an Insured Person to remain insured when he would otherwise be disqualified for further insurance in accordance with the terms and limitations of this Policy, his insurance shall be void and there shall be a return of premiums paid in respect of the Insured Person after deducting any claim paid provided always that where there is fraud on the part of the Policyholder or Insured Person, no premiums paid are to be returned.

No Claim Renewal Discount. The following discounts shall be applied on the renewal premium which is calculated according to the Insured Person's attained age at each Policy renewal:

- (1) 5% discount at the Policy Anniversary following two (2) or three (3) consecutive Policy Years in which no claims were paid.
- (2) 10% discount at the Policy Anniversary following four (4) or more consecutive Policy Years in which no claims were paid.

Provided always that discount either from (1) or (2) mentioned above shall be applied in any one Policy Year. If a claim is paid or shall be payable in any Policy Year for which no claim renewal discount has been applied, such discount shall be withdrawn in the coming renewal Policy Year.

In the event that a claim is payable in respect of the previous Policy Year after a no claim renewal discount has been obtained by the Policyholder, the amount of no claim renewal discount shall be refunded to the Insurer. If the Policyholder fails to do so, the Insurer reserves the right to deduct the relevant amount from the claim payment.

No Interest Payable On Any Benefit. No benefit payable under this Policy shall carry any interest.

Notice and Proof of Claim. Notice and affirmative proof of claim acceptable to the Insurer, including original copies of receipts and itemized bills, for which claim may be based together with a fully completed claim form supplied by the Insurer must be furnished by the Insured Person to the Insurer within ninety (90) days from the date of Hospital admission for the Bodily Injury or Illness in respect of which a claim is made. Should the submitted documents require verification or other necessary actions, they shall be returned to the Insured Person for such actions and must be re-submitted to the Insurer within ninety (90) days from the issue date of any written notification by the Insurer requiring verification.

The Insurer shall not be liable in any event until proof of claim satisfactory to the Insurer is furnished to the Insurer and the Insured Person, at his own expense, shall furnish documents including but not limited to hospital discharge summary, laboratory tests report, pathology report and physician's statement as required by the Insurer for claim assessment.

If the receipts and itemized bills and any other supporting documents are in a language other than Chinese or English, the Insured Person must undertake to obtain a certified translation of the documents in Chinese or English at his own expense before the claim is submitted to the Insurer.

Failure to furnish notice and proof of claim as required above shall invalidate any claim.

Subrogation Rights. In the event of any payments for benefits provided to an Insured Person under the Policy, the Insurer, to the extent of such payment, shall be subrogated to all rights of recovery such Insured Person has against any person or organization, and the Insured Person shall execute and deliver such instruments and papers as may be required and do whatever else is necessary to secure such rights to the Insurer.

Termination. The Policy may be terminated with effect from any Due Date by Policyholder giving one month's notice in writing of the intention not to renew the Policy.

Premium will not be refunded if the Policy is terminated on any date other than the Due Date.

All premiums are payable in advance of the Due Date. If payment is not made on or before the Due Date the Policy will be terminated with effect from the Due Date.

When the Insurer becomes aware of any misrepresentation, false declaration and/or any condition, which may nullify the validity of the Policy, the Insurer may terminate the Policy, without any refund of Premium, giving one month's notice in writing of the intention to terminate the Policy.

Section E - General Exclusions

The following treatments, conditions, activities, items, consequences and their related expenses are excluded from the insurance and the Insurer shall not be liable for:

- (1) All treatment relating to undisclosed Pre-existing Conditions, and those permanently and/or temporarily excluded as stated in the endorsement, if any; treatment of any Illness during the Waiting Period.
- (2) Medical expenses which are recoverable from any government laws or a third party.
- (3) Any medical service fees which are not Reasonable and Customary Charges; treatment, investigation, services or supplies which are not Medically Necessary; alternative treatments including but not limited to Chinese medicines, bonesetting, acupuncture, acupressure, Tui Na, Qigong, rolfing, hypnotism, massage therapy and aromatherapy.
- (4) Hospitalization primarily for diagnostic scanning purposes, X-ray examination, or physical therapy.
- (5) Services or treatment in any long term care facility, rehabilitation institution, spa, hydroclinic, sanatorium, nursing home or home for the aged.
- (6) Routine medical examinations; regular check-up for Hepatitis B or C Carrier; vaccinations and immunization injections; preventive care or treatment; treatment of obesity and weight control programme; routine eye/ear examination, treatment or surgery for correction of eye refraction, the cost of spectacles/contact lenses and hearing aids; costs of health supplements.
- (7) Treatment relating to birth defects and Congenital Conditions. Birth defects are deemed to include Hereditary Conditions.
- (8) Tests and treatments relating to infertility or in-vitro fertilization; sterilization of either sex; contraception; pregnancy, childbirth, miscarriage, abortion, pre-natal care, post-natal care and other complications arising therefrom; sexual dysfunction including but not limited to impotence, erectile dysfunction and pre-mature ejaculation, regardless of cause; genetic testing or counselling; expenses of any cryopreservation and the implantation or re-implantation of living cells.
- (9) All dental treatment and surgery except emergency treatment caused by an Accident and performed during Confinement in a Hospital.
- (10) Prostheses, corrective devices and any implants unless otherwise specified in the Policy; costs for acquisition and implantation of artificial heart and mono-or bi-ventricular devices; the cost of organs for transplant surgery or any administration costs involved.
- (11) Rental or purchase of durable equipments or appliances including but not limited to special braces, crutches, wheelchairs and CPAP machine unless otherwise specified in the Policy; non-medical service charges including but not limited to guest meal charges, radio rental, telephone charges, photocopy charges, medical report charges and taxes.
- (12) Treatment of mental, behavioural, emotional, psychiatric, psychological or developmental disorders, including but not limited to anxiety, anorexia nervosa, attention deficit hyperactivity disorder, expressive and receptive language disorder, dyslexia, autism, depression, fatigue, stress, tension, insomnia and schizophrenia.
- (13) Cosmetic or plastic treatment and surgery for beautification purposes; elective treatment and surgery.
- (14) Self-inflicted injury, suicide or attempted suicide; treatment directly or indirectly arising from drug addiction, drug dependence, drug abuse or alcohol.
- (15) Acquired Immune Deficiency Syndrome (AIDS), AIDS-related Complex-Syndrome (ARCS) and all diseases caused by and/or related to the Human Immunodeficiency Virus (HIV) positive; venereal and sexually transmitted diseases or their sequel.
- (16) Any charges made by the attending Registered Medical Practitioner or Hospital during the period of home leave taking by the Insured Person in Any One Confinement.
- (17) Racing of any kind other than on foot; professional sports from which the Insured Person could earn income or remuneration; hazardous sports including but not limited to rock climbing, mountaineering, potholing, skydiving, parachuting, parasailing, ballooning, bungee jumping, aqualung diving, skiing,

- sledging, ice skating, and martial arts; aviation, gliding or any other form of aerial flight other than a fare passenger of a recognized airline or charter service.
- (18) Any planned medical treatment outside Hong Kong unless such treatment is not available in Hong Kong; treatment that is not scientifically recognized; experimental medical treatment which, at the time it is provided, is not considered safe, effective and appropriate for the Bodily Injury or Illness, and is not accepted as standard treatment for the Bodily Injury or Illness by physicians in Hong Kong.
- (19) Treatment of Bodily Injury or Illness arising directly or indirectly from war, declared or undeclared, strike, riot, civil commotion, or any warlike operation, or directly from participation in any criminal act.
- (20) Treatment for Bodily Injury or Illness incurred while serving as a member of any police or naval, military or air force.

Section F - Terrorism Exclusion

This Policy excludes Bodily Injury, Illness, disability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organization or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This Policy also excludes Bodily Injury, Illness, disability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Insurer alleges that by reason of this exclusion, any Bodily Injury, Illness, disability, loss, damage, cost or expense is not covered by this Policy, the burden of proving the contrary shall be upon the Insured Person.