



MSIG Insurance (Hong Kong) Limited

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A Member of **MS&AD** INSURANCE GROUP

SME Group Medical Insurance

This Policy should be read carefully, and its terms noted.

Whereas the Insured named in the Schedule hereto has made to MSIG Insurance (Hong Kong) Ltd. (hereinafter called the "Company") a written Proposal and Declaration which shall be the basis of this Contract and is deemed to be incorporated herein and has paid the Premium specified in the Schedule as consideration for the indemnity hereinafter contained.

The Company hereby agrees with the Insured to the extent and in the manner herein provided that if the Person(s) named herein attached (hereinafter called "the Insured Person(s)") sustain Injury or Illness, the Company will pay to the Insured or the Insured Person, according to the Schedule contained herein.

Provided that the due observance and fulfilment of the terms, conditions and exceptions specified in the Schedule and endorsements attached hereto shall be conditions precedent to any liability of the Company to make any payment under this Policy.

The period of insurance shall begin at 00:00 hour of the first day of the period of insurance specified in the Schedule and end at 24:00 hour of the last day thereof.

Definitions

Whenever these words are used in any part of the Policy this is what they mean: -

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.

Any One Disability

means all disabilities arising from the same cause including any and all complications therefrom. Subsequent Disability from the same cause within ninety (90) days following the latest Treatment or consultation shall be considered as the same Disability.

Subsequent Disability from the same cause after ninety (90) days following the latest Treatment or consultation will be considered as a separate Disability if the Disability has fully recovered with:

- (a) no further sign and symptom of the Disability; and
- (b) no further Treatment for the Disability required or advised by Registered Medical Practitioner.

IMPORTANT - Please read this Policy carefully upon receipt and promptly request for any necessary amendments.

Congenital Condition

means any medical, physical or mental abnormalities which existed at the time of or before birth, whether or not being manifested, diagnosed or known about at birth or any neo-natal abnormalities developed within six (6) months of birth. These shall include (but not to the exclusion of others which may medically be regarded as Congenital Conditions) cleft lip or palate, strabismus (squint), hydrocephalus, undescended testicle, Meckel's diverticulum, flat foot, heart septal defect, pre-auricular sinus, arteriovenous malformation and indirect inguinal hernias.

Day Care Surgery

means all Medically Necessary surgical procedures and related Treatment provided by or on the order of a Registered Medical Practitioner to the Insured Person at a clinic or day-case unit of a Hospital. Day Care Surgery excludes all non-surgical procedures and related Treatment and is subject otherwise to the terms, conditions, exclusions, limits and sub-limits specified in the Schedule.

Developmental Condition

means disorders which manifest signs of delay or impairment in a child's physical, mental, cognitive, motor, language, behavioural, social interaction, learning or other development when compared to the normal healthy state of a person at the given age, level or stage of development.

Disability

means a Sickness, Disease or Illness or the entire injuries.

Emergency

means unplanned Hospital Confinement and condition that is acute in nature and wherein the initial sign and symptom, consultation or Treatment for this condition cannot be and are not separated by more than forty-eight (48) hours.

Hong Kong

means the Hong Kong Special Administrative Region of the People's Republic of China.

Hospital

means an establishment duly constituted and registered as such under the laws of the territory as Hospital for the care and treatment of sick and injured persons as resident patients, and which:

- (a) has facilities for diagnosis and major operations;
- (b) provides twenty-four (24) hours nursing services by licensed or registered nurses;
- (c) maintains a Registered Medical Practitioner; and
- (d) is not primarily a clinic, a place for alcoholics or drug addicts, a nature care clinic, a health hydro, a nursing, rest or convalescent home, a hospice or palliative care centre, rehabilitation centre, an elderly home or similar establishment.

Hospital Confinement

means admission of an Insured Person to a Hospital for a continuous period of not less than six (6) hours' duration as result of a Medically Necessary condition and is upon recommended by a Registered Medical Practitioner for Treatment. Hospital Confinement shall be evidenced by a daily room charge invoiced by the Hospital and this excludes stay by the Insured Person in observation room, day-case unit or similar hospital setting.

Injury

means bodily injury caused solely by Accident.

Insured

means a body to whom the Policy has been issued in respect of cover for persons specially identified as Insured Persons in this Policy.

Insured Person

means a person who is eligible and enrolled for medical benefits by the Insured and whose particulars have been furnished to the Company and whose name has not been removed by endorsement.

Medically Necessary

means the need to have Treatment or services for the purpose of treating the subject Disability in accordance with the generally accepted standards of medical practice and such Treatment or services must:

- (a) require the medical expertise of the medical practitioner;
- (b) be consistent with the diagnosis and necessary for the Treatment of the condition;
- (c) be rendered in accordance with standards of good and prudent medical practice, and not be rendered primarily for the convenience or the comfort of the Insured Person, his family, caretaker or his medical service provider; and
- (d) be rendered in the most cost-efficient manner and setting appropriate in the circumstances.

Pre-existing Medical Condition

means any Injury, Sickness, Disease or Illness, condition or symptom:

- (a) for which Treatment, or medication, or advice, or diagnosis has been sought or received or was foreseeable prior to the commencement of the Policy for the Insured Person concerned, or
- (b) which originated or was known to exist by the Insured Person (or anyone insured under the Policy) prior to the commencement of the Policy whether or not Treatment or medication or advice or diagnosis was sought or received.

Reasonable and Customary

means a charge for Treatment or service which does not exceed the general level of charges being made by the relevant service providers of similar standing in the locality where the charge is incurred for similar Treatment, services or supplies to individuals of the same sex and age, for a similar Injury, Sickness, Disease or Illness. The Reasonable and Customary charges shall not in any event exceed the actual charges incurred.

In determining whether an expense is "Reasonable and Customary", the Company may make reference to the following (if applicable):

- (a) the gazette issued by the Hong Kong government which sets out the fees for the private patient services in public Hospitals in Hong Kong;
- (b) industrial treatment or service fee survey;
- (c) claim statistics of the Company;
- (d) extent or level of benefits insured; and/or
- (e) other pertinent source of reference in the locality where the Treatment is received.

Registered Chinese Medicine Practitioner

means a Chinese medicine practitioner who is

- (a) duly registered with the Chinese Medical Council of Hong Kong pursuant to the Chinese Medicine Ordinance (Cap. 549) of the laws of Hong Kong or a body of equivalent standing in jurisdictions outside Hong Kong; and
- (b) legally authorised for practising Chinese medicine in the locality where the treatment is provided to the Insured Person.

Registered Chiropractor

means a chiropractor who is

- (a) duly registered with the Chiropractors Council pursuant to the Chiropractors Registration Ordinance (Cap. 428) of the laws of Hong Kong or a body of equivalent standing in jurisdictions outside Hong Kong; and
- (b) legally authorised for practising chiropractic service in the locality where the treatment is provided to the Insured Person.

Registered Dentist

means a dental practitioner who is

- (a) duly registered with the Dental Council of Hong Kong pursuant to the Dentists Registration Ordinance (Cap. 156) of the laws of Hong Kong or a body of equivalent standing in jurisdictions outside Hong Kong; and
- (b) legally authorised for practising dentistry in the locality where the treatment is provided to the Insured Person.

Registered Medical Practitioner

means a medical practitioner of Western Medicine, be he a General Practitioner, Specialist or Surgeon who is

- (a) duly registered with the Medical Council of Hong Kong pursuant to the Medical Registration Ordinance (Cap. 161) of the laws of Hong Kong or a body of equivalent standing in jurisdictions outside Hong Kong; and
- (b) legally authorised for practising medical and surgical service in the locality where the treatment is provided to the Insured Person.

Registered Physiotherapist

means a physiotherapist who is

- (a) duly registered with the Supplementary Medical Professions Council of Hong Kong pursuant to the Supplementary Medical Professions Ordinance (Cap. 359) of the laws of Hong Kong or a body of equivalent standing in jurisdictions outside Hong Kong; and
- (b) legally authorised for practising physiotherapy in the locality where the treatment is provided to the Insured Person.

Schedule

means the Policy Schedule and Benefit Schedule attached to this Policy which sets out the policy details, benefits entitlement, and the period of insurance.

Sickness, Disease or Illness

means a physical condition marked by a pathological deviation from the normal healthy state.

Specialist

means a Registered Medical Practitioner who is

- (a) duly registered under the Specialist Registration with the Medical Council of Hong Kong pursuant to the Medical Registration Ordinance (Cap. 161) of the laws of Hong Kong or a body of equivalent standing in jurisdictions outside Hong Kong; and
- (b) legally authorised for practising specialist medical and surgical service in the locality where the treatment is provided to the Insured Person according to the qualified specialty.

Treatment

means surgical or medical procedures, the sole purpose of which is the cure or relief of Injury, Sickness, Disease or Illness. Treatment includes symptomatic evaluation, imaging studies, monitoring follow up, medication, test, investigation, therapy, surgical procedure, and care for Disability.

Usual Country of Residence

means the country the Insured Person normally resides in. In the event that the Insured Person is assigned by the Insured to work in another country for a continuous period of more than ninety (90) days, that country will then be considered as his Usual Country of Residence.

Eligibility and Participation

1. Eligible Person

- (a) Any employee who is eligible and enrolled for medical benefits by the Insured and whose particulars have been furnished to the Company at the date from which the coverage under this Policy becomes effective; or
- (b) Future employees meeting the employer's eligibility criteria who are enrolled for medical benefits by the Insured; or
- (c) All eligible Dependants of eligible person as mentioned in (a) and (b) above if dependant coverage is provided.
Dependant means :
 - (i) the spouse of the insured employee aged under 70 years old; or
 - (ii) unmarried child(ren) of the insured employee (including step or legally adopted child(ren)) between the age of 15 days and 17 years old; or
 - (iii) unmarried child(ren) of the insured employee (including step or legally adopted child(ren)) who is a full time student and is between the age of 18 years old and 25 years old.

To be eligible for coverage, the maximum age of employee and his / her spouse must be under 65 years old at the time of enrolment or under 70 years old at the time of policy renewal. No person shall be covered under this Policy who has attained the age of 70 years unless with prior approval from the Company.

If an employee is not actively working in any full time employment due to Injury, Sickness, Disease or Illness on the date his benefits would otherwise have become effective and available as provided above, benefits shall not become effective until the date such employee has resumed actively working.

2. Additions, Terminations and Change of Insured Persons

The Insured should notify the Company in writing, on forms satisfactory to the Company, of the full details within two (2) months from the date of addition, termination or change of any Insured Person.

3. Effective

The medical benefits for an Insured Person shall become effective and available on whichever is the latest of:-

- (a) the effective date of the Policy; and
- (b) in the case of a benefit added to the Policy at a date later than the effective date of Policy, the effective date of such benefit.

Termination

The medical benefits of the Insured Person shall automatically terminate on the earliest of the following dates:-

1. the date on which the Policy terminated.
2. the date of expiration of the period for which the last premium payment is made in respect of such Insured Person.
3. the date the Insured Person enters military, naval or air services.
4. at midnight (Hong Kong Time) on the last date the Insured Person cease to be eligible for medical benefits under the Policy.
5. the date the Insured Person reaches the age of 70 years unless with prior approval from the Company.
6. at such time the insured benefits on Schedule shall have been exhausted.

Provided that if any Insured Person be confined in a Hospital for a covered Disability at the time of such termination, then the time of termination shall be extended to the time he no longer requires Hospital Confinement of the said Disability or the time his benefits for said Disability shall have been exhausted, whichever shall first occur.

Benefits

Benefits entitled by an Insured Person are subject to his benefit plan and benefit limits as specified in the Schedule. All benefits payable are specified below subject to the terms, conditions and exceptions of this Policy:-

Section A Hospitalisation and Surgical Benefit

If an Insured Person, while insured hereunder, is confined in a legally constituted Hospital as a result of bodily injury through an Accident or contracts a Sickness, Disease or Illness, condition or symptom not otherwise excluded hereunder, the Company will pay the following expenses actually charged by the Hospital and/or Registered Medical Practitioner during his Hospital Confinement, which are Medically Necessary, Reasonable and Customary.

The benefits provided by Section A of this Policy are extended to cover Day Care Surgery.

1. Room and Board

A Daily Room & Board 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 Hospital Confinement. This benefit shall not cover guest meals.

2. Inpatient Physician's Fees

The Company shall pay the consultation fees charged by Registered Medical Practitioners while an Insured Person is confined in a Hospital.

3. Companion Bed

If the Insured Person is under sixteen (16) years old on first day of Confinement, the Company shall reimburse the cost of companion bed charged by the Hospital for a parent or guardian of the insured Person for the purpose of accompanying him during the confinement.

4. Miscellaneous Hospital Services

If the Insured Person is entitled to benefit payable under Daily Hospital Room and Board Benefit, the Company shall also pay the expenses actually charged by the Hospital for any of the following services rendered during such Hospital Confinement which are customarily supplied by the Hospital :

1. Drugs, medicines and curative materials consumed on premises;
2. Medicines and drug reasonably and necessarily prescribed upon discharge from Hospital Confinement or completion of Day Care Surgery for use before follow-up visit(s);
3. Dressing, ordinary splints and plaster casts;
4. Implants including but not limited to stent and pacemaker;
5. Anaesthesia and oxygen and their administration;
6. Laboratory examinations;
7. Basal metabolism tests;
8. Physical therapy;
9. X-ray, films, imaging including magnetic resonance imaging (MRI), CT scan, PET scan and their interpretation;
10. Intravenous infusions;
11. Administration of blood or blood plasma, but not the cost of blood or blood plasma;
12. Ambulance service to and/or from the Hospital.

5. Surgeon's Fees, Anesthetist's Fees and Operating Theatre Fees

This benefit shall be payable for the eligible expenses charged for Surgeon's Fees, Anesthetist's Fees and Operating Theatre Fees for surgical procedure performed according to the relevant categorisation of such surgical procedure under the Schedule of Surgical Operations as categorised and reviewed from time to time by the Company. The Schedule of Surgical Operations forms an integral part of this Policy.

The surgical operations are classified into four categories: Complex, Major, Intermediate and Minor, according to the relative degree of difficulty and severity of the operations involved. The maximum benefit shall be the benefit level as specified in the Schedule.

If a surgical operation performed is not included in the Schedule of Surgical Operations, the Company may reasonably determine its surgical category according to the gazette published by the Government or any other relevant publication or information including but not limited to the schedule of fees recognised by the government, relevant authorities and medical association in the locality where the surgical procedure is performed.

If more than one surgical operation is performed through a single incision, reimbursement for expenses for all such operations shall not exceed the amount payable for the surgical operation which belongs to the highest category.

If more than one surgical operation is to be performed during Any One Disability through different incisions, the Company shall pay different surgical benefits according to the different operation performed, provided however that the total amount of all surgical benefits paid shall not exceed the maximum benefit payable of the Complex Operation.

6. Inpatient Specialist's Fees

The Company shall pay the amount actually charged by a Specialist who is referred by a Registered Medical Practitioner for necessary Treatment during such Hospital Confinement.

7. Intensive Care

The Company shall pay the actual Room and Board charges incurred by the Insured Person for Hospital Confinement in an Intensive Care Unit in the Hospital.

8. Private Nursing

The Company shall pay the fees of full-time or part-time private nursing services of a legally qualified nurse received in a Hospital or at home following discharge from Hospital for the continued Treatment of the specific medical condition for which the Insured Person was confined, and only when such services are essential for medical as distinct from domestic reasons, subject to recommendation by a Registered Medical Practitioner in writing.

9. Cancer Treatment And Renal Dialysis Benefit

The Company shall pay the cost of chemotherapy, radiotherapy, immunotherapy, hormone therapy and targeted therapy for treatment of cancer; and regular haemodialysis or peritoneal dialysis for treatment of chronic and irreversible renal failure received by an Insured Person in an inpatient or outpatient setting of a Hospital or clinic under the recommendation of the attending Registered Medical Practitioner.

10. Inpatient Psychiatric Treatment

Notwithstanding clause 15 under Exclusions for Section A to D below, the company shall pay the medical expenses charged on psychiatric treatments (excluding Alzheimer's disease, Senile Dementia, Parkinson's disease or any conditions caused by or related to drug abuse or alcoholism) during the Hospital Confinement of the Insured Person in Hong Kong as recommended by a Specialist.

For the avoidance of doubt, where a Hospital Confinement is not solely for the purpose of psychiatric treatments, this Benefit shall only be payable for the eligible medical expenses charged for medical services related to psychiatric treatments. Where the expenses involve both psychiatric and non-psychiatric treatments and apportionment of the expenses is not available, the eligible medical expenses in entirety shall be payable under this Psychiatric Treatment Benefit if the Hospital Confinement is initially for the purpose of psychiatric treatments. If the Hospital Confinement initially is not for the purpose of psychiatric treatments, the expenses in entirety shall be payable under other benefits of Section A.

11. Increased Overseas Accidental Hospitalisation Benefit

This benefit shall be payable if an Insured Person, while travelling outside his Usual Country of Residence, sustains an Injury and is confined in a Hospital there.

This extension shall not apply to Hospital Confinement within The People's Republic of China including Hong Kong and Macau.

12. Pre-admission and Post-hospitalisation Outpatient Care

The Company shall pay one (1) pre-admission visit (consultation fee only) and all related post-hospitalisation follow-up visits incurred by the Insured Person within six (6) weeks right after discharge from Hospital or Day Care Surgery provided the consultations are directly related to and as a result of the diagnosis necessitating such Hospital Confinement or Day Care Surgery.

13. Day Surgery Cash Allowance

This Day Surgery Cash Allowance benefit shall be payable for eligible claim, for which the Company has agreed to pay benefit for Surgeon's fee, if the Insured Person has undergone any of the Day Care Surgeries specified below which is performed in a medical clinic, or day case procedure centre or Hospital as a day patient. The benefit is not payable if the Insured Person has been admitted into a Hospital as an Inpatient, regardless of the hours of stay in Hospital and in no event shall the Company pay the cash allowance benefit for more than one Day Care Surgery per day.

Day Surgery Cash Allowance is applicable to the following Day Care Surgeries, with or without other concurrent surgical procedure :

1. Gastrosocopy
2. Oesophagogastroduodenoscopy (OGD)
3. Sigmoidoscopy
4. Colonoscopy
5. Endoscopic Retrograde Cholangio-Pancreatography (ERCP)
6. Cystoscopy
7. Arthroscopic examination of joint
8. Colposcopy
9. Bronchoscopy
10. Extracapsular / intracapsular extraction of lens (Cataract)

14. Daily Hospital Cash for Government Public Ward

If an Insured Person shall be necessarily confined within the general ward only of a Hospital under the administration of the Hong Kong Hospital Authority (HA), the Company shall pay the Insured Person, during such Hospital Confinement, an amount specified in the Schedule from the first day of Hospital Confinement. This shall not be applicable should the Insured Person be confined in a room type other than the general ward in a HA Hospital.

15. Second Claim Cash Benefit

This benefit shall be payable if the Eligible Expenses incurred by the Insured Person during Confinement at a Hospital has first been partially or fully reimbursed by other insurance company(ies). In no event shall the Company pay this cash allowance benefit for more than one claim per Confinement.

16. 24-hour Worldwide Emergency Assistance

Insured Persons benefit from the company's 24-hour worldwide assistance, provision of which is subject to the MSIG Worldwide Assistance Services Terms and Conditions.

Section B Supplementary Major Medical Benefit (Optional)

For the purpose of this Benefit, the following words mean:-

1. "Deductible Amount" means the amount specified in the Schedule which shall be deducted by the incurred Covered Medical Expenses, before any benefits are payable under this Supplementary Benefit.
2. "Reimbursement" means the maximum percentage of reimbursement of the Covered Medical Expenses in excess of the Hospitalisation and Surgical Benefits and the Deductible Amount.

If, while this Supplementary Major Medical Benefit is in force, an Insured Person undergoes any Day Care Surgery or is confined in a Hospital as a result of Sickness or Injury and incurs expenses in excess of that covered under Section A Hospitalisation and Surgical Benefits (Eligible Expenses), the Company shall reimburse the Insured Person any Eligible Expenses multiplied by an Adjustment Factor (if applicable) and then by a Reimbursement percentage less a Deductible Amount specified in the Schedule.

The Supplementary Major Medical Benefit is only applicable to benefits items 3 to 11 under Section A above.

Subject to the daily benefit limits specified in the Schedule which are applicable to items 1 and 2 under Section A, the Supplementary Major Medical Benefit will cover Room and Board charges and Inpatient Physician's Fees for any period which exceeds the maximum number of days as specified in the Schedule.

The Supplementary Major Medical Benefit will also cover Hospital Confinement outside Usual Country of Residence in the case of Accidents or Emergencies occurring overseas requiring immediate medical attention as certified by a Registered Medical Practitioner.

Subject to the Maximum Benefit per Any One Disability, the benefits payable under this Supplementary Major Medical Benefit shall be determined in accordance with the following formula :

$$\{ \text{Eligible Expenses} \times \text{Adjustment Factor (if applicable)} \times \text{Reimbursement percentage} \\ - \text{Deductible Amount (for Any One Disability)} \}$$

An Adjustment Factor shall apply if the Insured Person's average daily room and board charges incurred during such Hospital Confinement is higher than the Daily Room and Board Benefit specified in the Schedule. All Eligible Expenses payable under this Supplementary Benefit shall first be multiplied by the Adjustment Factor.

The Adjustment Factor shall be calculated as follows:

$$\frac{\text{Daily Room and Board Benefit specified in the Schedule}}{\text{Average Daily Room and Board charges incurred during Hospital Confinement}}$$

Section C Outpatient Benefit (Optional)

If an Insured Person, while insured hereunder, sustains bodily injury through an Accident or contracts a Sickness, Disease or Illness not otherwise excluded hereunder and necessarily incurs the following expenses, which are Medically Necessary, Reasonable and Customary, the Company will pay such expenses equal to the actual charges of such services described below.

1. General Medical Practitioner

This Benefit shall be payable when an Insured Person is treated by a General Practitioner on an out-patient basis and incurs charges for consultation and Medically Necessary western medication prescribed on the same date of consultation for Treatment of a covered Disability.

2. Registered Chinese Herbalist, Bone-setting and Acupuncture

This Benefit shall be payable when an Insured Person is treated by a Registered Chinese Medicine Practitioner on an out-patient basis and incurs charges for consultation, bone-setting, acupuncture and Medically Necessary Chinese medicine prescribed on the same date of consultation for Treatment of a covered Disability.

3. Specialist Medical Practitioner

This benefit shall be payable when an Insured Person is treated by a Specialist, upon recommendation by a Registered Medical Practitioner in writing (except for gynaecology, ophthalmology, paediatrics, otorhinolaryngology, orthopaedics and traumatology, dermatology, urology, and clinical oncology), on an out-patient basis and incurs charges for consultation and Medically Necessary western medication prescribed on the same date of consultation for Treatment of a covered Disability.

4. Physiotherapist and Chiropractor

This benefit shall be payable when an Insured Person is treated by a Registered Physiotherapist or a Registered Chiropractor, upon recommendation by a Registered Medical Practitioner in writing, on an out-patient basis and incurs charges for physiotherapy or chiropractic treatment for Treatment of a covered Disability.

5. Diagnostic Imaging and Laboratory Tests

This benefit shall be payable when an Insured Person undergoes and incurs charges for diagnostic imaging or laboratory tests upon recommendation by a Registered Medical Practitioner in writing, or incurs charges for X-ray or laboratory tests upon recommendation by a Registered Chinese Medical Practitioner or Chiropractor in writing, on an out-patient basis, provided that such diagnostic imaging, x-ray and laboratory tests is consistent with the symptoms or diagnosis.

Section D Dental Benefit (Optional)

If any Insured Person shall necessarily incur expenses for following services provided by a Registered Dentist, the Company shall make reimbursement for such expenses which are Medically Necessary, Reasonable and Customary :

1. Oral examination
2. Scaling, polishing and cleansing
3. Filling and Extraction
4. Oral X-ray
5. Medication
6. Drainage of abscesses
7. Pins for cusp restoration
8. Root canal fillings
9. Apicoectomy
10. Dentures, crowns and bridges (only if necessitated by an Accident)

No benefit shall be payable for the following services, products or conditions:

1. Dental appliances;
2. Charges for any dental procedure which are not included in the above-mentioned covered dental services;
3. Treatment by any person other than a Registered Dentist;
4. Charges for services and supplies that are partially or wholly cosmetic in nature; unless the services are recommended as necessary by a Registered Dentist with medical necessity.

Section E Personal Accident Benefit (Optional)

If during the period of insurance any Insured Person suffers bodily injury resulting solely and directly from an Accident caused by violent, external and visible means the Company shall pay to the Insured Person the sum specified in the Schedule under Section E. In no event shall the Company's liability for Death or Permanent Disablement exceed the aggregate limit specified in the Schedule.

1. Loss of Life Accident Indemnity

When Injury results in loss of life of the Insured Person within one hundred eighty (180) days after the date of the Accident the Company will pay the Loss of Life Accident Indemnity specified in the Schedule (hereinafter referred to as "The Principal Sum").

2. Dismemberment and Loss of Sight Indemnity

When Injury does not result in loss of life of the Insured Person within one hundred eighty (180) days after the date of the Accident but does result in any of the following losses within said one hundred eighty (180) days, the Company will pay loss of:

Both Hands or Both Feet or Sight of Both Eyes	The Principal Sum
One Hand and One Foot	The Principal Sum
Either Hand or Foot and Sight of One Eye	The Principal Sum
Either Hand or Foot	50% of The Principal Sum
Sight of One Eye	50% of The Principal Sum

"Loss" as above used with reference to hand or foot means complete severance through or above the wrist or ankle joint, and as used with reference to eye, means the entire and irrecoverable loss of sight.

In the event of the loss or loss of use of more than one of the aforementioned members or organs the percentages payable shall be aggregated but the total sum payable shall in no case exceed 100% of the amount specified in the Schedule.

When a limb or organ, which was partially useless prior to an Accident, covered under this Policy becomes totally useless as the result of such Accident the amount payable shall be equal only to the loss occasioned by the Accident. No payment however shall be made in respect of the loss of a limb or organ which was useless prior to the Accident.

3. Permanent Total Disability Indemnity

When as the result of Injury and commencing within one hundred eighty (180) days of the date of Accident the Insured Person is totally and permanently disabled and prevented from engaging in each and every occupation or employment for compensation or profit for which he is reasonably qualified by reason of his education training or experience, the Company will pay, provided such Disability has continued for a period of twelve (12) consecutive months and is total continuous and permanent at the end of this period the principal sum less any other amount paid or payable under Section E of this Policy as the result of the same Accident, at the rate of one (1) percent per month up to a maximum of one hundred (100) months.

Exclusions for Section A to D

Unless the Policy expressly provides to the contrary, the Company shall not be liable to pay expenses incurred directly or indirectly in connection with and/or for, in relation to any and all of the following:

1. any Pre-existing Medical Condition, unless an Insured Person has been insured under the Policy continuously for a minimum of twelve (12) months;
2. Congenital Condition, hereditary condition or Developmental Condition including complications thereof;
3. pregnancy, childbirth, (including surgical delivery) miscarriage, abortion, pre-natal, post-natal care or any complications arising from pregnancy;
4. Human Immunodeficiency Virus (HIV) related Sickness, Disease or Illness, including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutations, 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. venereal diseases or their sequelae;
6. any Injury, Sickness, Disease or Illness arising from the use of, or consumption of narcotics or alcohol, or bodily injury occurring whilst under the influence of narcotics or alcohol unless they had been prescribed by a Registered Medical Practitioner;
7. suicide or attempted suicide, intentional self-inflicted Illness or Injury including criminally induced;
8. cosmetic, plastic surgery, or any Treatment for the purpose of beautification unless necessitated by an Accident or Illness arising during the period of insurance;

9. dental treatment or oral care unless it is covered in Dental Benefits under Section D, or emergency treatment arising from an Accident or the extraction of impacted wisdom teeth during Hospital Confinement. Follow up treatment from such Hospital Confinement relating to dental treatment or oral care shall not be covered unless it is payable in Dental Benefits under Section D;
10. eye tests, fitting of eye glasses, contact lens, or any surgery and related services for the purpose of correcting visual acuity or refractive error;
11. experimental, investigational, or unproven medical technology, procedure or service except when authorised by the Company;
12. special nursing care, purchase of artificial limbs and prosthetic devices, procurement or use of special braces, appliances or equipment including but not limited to prosthesis for joint, wheel chairs, crutches and hearing aids;
13. non-medical services, including but not limited to guest meals, radio, telephone, photocopy, medical report charges and the like;
14. organ transplant other than transplantation of a cornea, kidney, heart, liver, lung or bone marrow from one human to another, and excluding costs of acquisition and transportation of the organ and cost of surgery to remove an organ for transplant from a donor;
15. psychological, psychotic, mental or nervous disorders including but not limited to psychoses, depression, anxiety, anorexia nervosa, schizophrenia, insomnia, behavioural disorders or any neuroses and their physiological or psychosomatic manifestations or unless it is a psychiatric treatment benefit payable under Inpatient Psychiatric Benefit in Section A;
16. rest cures or sanatoria care;
17. treatment of mental or neurological disorders due to geriatric condition including but not limited to Alzheimer's disease, Senile Dementia and Parkinson's disease;
18. routine physical examinations, medical check-ups, vaccination and immunization injections, hearing tests, Hair Mineral Analysis (HMA), health supplements, body weight control or tests not incident to Treatment or diagnosis of a covered Injury, Sickness, Disease or Illness, or any treatment which is not Medically Necessary;
19. Injury, Sickness, Disease or Illness for which benefits are paid to the Insured Person under any Employees' Compensation Law, plan or scheme, occupational disease acts, or any other health and welfare programs, insured or otherwise;
20. any costs of Treatment which are covered by any other insurance or from of legal indemnity or Treatment for which the Insured Person is not required to pay;
21. any Injury, Sickness, Disease or Illness occasioned by war, invasion, act of foreign enemies (whether war be declared or not), civil war rebellion, insurrection military or usurped power, or the Insured Person engaging in or taking part in naval, military or air force service or operations;
22. any Injury, Sickness, Disease or Illness resulting from :-
 - (a) professional sports.
 - (b) racing of any kind except foot racing.
 - (c) motor cycling other than on roadways designed primarily for motor traffic.
 - (d) aviation or aeronautics other than as a fare paying passenger on a duly licensed commercial aircraft.
 - (e) skydiving and parasailing.
 - (f) deep water diving requiring the use of breathing apparatus.
 - (g) abseiling and mountain climbing requiring the use of ropes and/or pitons.

- (h) winter sports other than ice-rink skating.
 - (i) participation in all forms League status football sports.
 - (j) polo and steeple chasing.
 - (k) participating in an illegal activity.
 - (l) deliberate exposure to exceptional danger except in an effort to save human life.
23. any costs of Treatment arising from surgical, mechanical or chemical contraceptive methods of birth control, sterilization of either sex or treatments pertaining to infertility or in-vitro fertilization;
24. care provided for or for which care may be obtained upon application under any contract of employment;
25. Treatment or referral provided by the Insured Person himself, the Insured, Immediate Family Member(s) or business partner(s) of the Insured Person unless approved by the Company. "Immediate Family Member" shall mean the Insured Person's spouse, children, parents, parents-in-law, brothers or sisters, grandparents, grandchildren or legal guardian;
26. Hospital Confinement for conditions which can be properly treated in an outpatient facility. This includes Hospital Confinement primarily for diagnostic scanning, X-ray examinations or physiotherapy Treatment.

Exclusions for Section E

The Company shall not be liable in respect of bodily injury:

- 1. caused directly or indirectly, wholly or partly, by
 - (a) bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound);
 - (b) any other kind of Sickness, Disease or Illness;
 - (c) medical or surgical Treatment (except such as may be necessary solely by injuries covered by this Policy and performed within the time provided in the Policy);
- 2. which shall result in hernia;
- 3. caused by suicide or any attempt thereat (sane or insane);
- 4. directly or indirectly consequent on an Insured Person engaging in air travel except as a passenger in any properly licensed private and/or commercial aircraft;
- 5. sustained whilst the Insured Person is under the influence of intoxicants or drugs unless under medical supervision or is suffering from insanity;
- 6. occasioned by or contributed to by venereal disease pregnancy or Acquired Immune Deficiency Syndrome (AIDS);
- 7. sustained whilst the Insured Person is engaged in hunting steeple-chasing racing of any kind (other than on foot) football polo motor cycling mountaineering in the course of which it is necessary to use guides or ropes winter sports underwater pastimes water skiing or potholing except and insofar as the Company has by endorsement agreed to extend this insurance;
- 8. consequent on violation or attempted violation of the law or resistance to arrest;
- 9. as a result of hijack, murder or assault arising out of or in connection with the Insured Person's collaboration or provocation of such act.

General Exclusions

1. Conditions directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
 - (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
 - (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
 - (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
 - (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
 - (e) any chemical, biological, bio-chemical, or electromagnetic weapon.
2. Conditions directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
 - (a) war, invasion, acts of foreign enemies, hostilities or warlike
 - i. operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
 - (b) any act of terrorism including but not limited to
 - i. the use or threat of force, violence and/or
 - ii. harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents,
 - iii. by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or
 - (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) or (b) above.
3. Sanction Limitation and Exclusion Clause

This Policy shall not be deemed to provide cover and no (re)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 (re)insurer 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, United States of America and/or any other applicable national economic or trade sanction law or regulations.

General Conditions

1. Company's Limit of Liability

The Company's liability hereunder to pay eligible benefits as a result of illnesses or accidental bodily injuries arising out of one cause or related cause(s) shall not exceed the amount specified in the Schedule for each Insured Person.

2. Premium and Benefit Adjustment

In the event of addition or termination or change of benefit level of the Insured Person during the period of insurance, the Company is hereby allowed the respective premium adjustment shall be made by endorsement.

Premium shall be calculated on pro-rata basis from the effective date of addition or termination of such medical benefit for each Insured Person or such changes on medical benefit.

In the event an Insured Person's effective date of insurance is other than the effective date or renewal date as specified in the Schedule, or the period of insurance is less than one year due to change of plan or mid-year termination, his actual entitlement to benefits with a per year maximum limit shall be adjusted on a pro-rata basis, i.e. number of days of coverage being divided by number of days of the period of insurance and multiplied by the per year maximum limit.

If there is any benefit change effective after an Insured Person has been confined in a Hospital, the Company shall pay the benefits in accordance with the benefit plan effective on the first day he is admitted to the Hospital.

3. Claims Conditions

All claims must be submitted to the Company within ninety (90) days of completion of the events for which the claim is being made, in a fully completed claim form prescribed by the Company, with original copies of receipts and itemized bills bearing diagnosis certified by the attending Registered Medical Practitioner. Claims are not deemed complete and eligible benefits are not payable unless all bills under such claims have been submitted and agreed by the Company. Only actual costs incurred shall be considered for reimbursement. Any variation or waiver of the foregoing shall be at the Company's sole discretion.

4. Requirement for Referral

Referral from Registered Medical Practitioner is required for particular medical services as specified in the Schedule. All related medical treatments shall be made within one hundred eighty (180) days from the date on which referral is issued, unless otherwise agreed by the Company in written.

5. Certificate, Information and Evidence

The Insured Person (or his legal personal representatives) shall at his own expense furnish to the Company all such certificates, information and evidence as may be required by the Company and the Insured Person shall, whenever reasonably required to do so, submit to medical examination on behalf of the Company. In the event of the death of the Insured Person the Company shall be entitled to have a post mortem examination at his own expense and notice shall, when practicable, be given to the Company before interment or cremation, stating the time and place of any inquest appointed.

6. Settlement of Medical Claims

All benefits that pertain to an Insured Person shall be paid by cheque to the order of the Insured Person or by direct reimbursement to the Insured Person's bank account, unless the Insured for reasons acceptable to the Company requests otherwise, or the Company, at its discretion, considers it preferable to make the payment in another manner.

7. Renewal Premium

Premium rates are not guaranteed. Premium for each renewal will depend on the attained age of the Insured Person and the applicable premium rates in effect at the time of such renewal. The Company reserves the right to adjust the premium rates and revise the benefits and the terms and conditions of the policy upon each policy renewal. The adjustment of the premium rates will take into account factors including but not limited to the medical cost inflation, our overall claims experience and expenses incurred by and in relation to this product. We will send a notice of policy renewal with the premium rates 30 days before policy expiry.

8. Cancellation

The Insured may cancel this Policy at any time by notifying the Company of such intent in form of a registered letter addressed to the Company; and provided that no claims have been paid or are payable under the said Policy. The Insured shall be entitled to a refund of premium less the amount due to the Company, computed at its customary short period rate for the period prior to cancellation. The Company may cancel cover on any individual Insured Person within a Group for failure to comply with requirements under this Policy and in such event shall credit the Insured with pro-rata basis premium for any cancelled part of the policy period.

9. Arbitration

If the Company shall disclaim policy liability or there is any dispute as to the amount to be paid under this Policy (collectively known as "the Dispute"), the Dispute shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance (Cap. 609 of the Laws of Hong Kong) as amended from time to time. 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 hereby 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 Dispute shall not within twelve (12) months from the date of disclaimer or the date of rejection of the claim have been referred to arbitration under the provisions herein contained, then such claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

10. Gender

When appropriate to the text, any reference to the Male gender shall equally apply to the Female gender.

11. Ownership of Policy

Unless otherwise expressly provided for by Endorsement in the Policy, the Company shall be entitled to treat the Insured as the absolute owner of the Policy. The Company shall not be bound to recognize any equitable or other claim to or interest in the Policy, and the receipt of the Policy or a benefit by the Insured (by his legal or authorized representative) alone shall be an effectual discharge.

12. Conditions Precedent to any Liability

Any liability of the Company to an Insured Person shall be wholly dependent upon:-

- (a) The Company being furnished with an Enrolment Form which contains all the required statements and declarations to be provided by the Insured Person (by a parent or duly appointed guardian if the Insured Person is a minor).
- (b) The truth of all statements and declarations made in respect to any claim made against the Company by an Insured Person under the provisions of this Policy.
- (c) The due observance and fulfilment of the Terms, Provisions and Conditions of this Policy and Endorsements to it insofar as they relate to anything be done or complied with by the Insured which shall be factors precedent to any liability to the Insured Person by the Company.

13. Institution against any Doctor

Nothing herein shall render the Company liable to respond to or lay defence to any suit for damages which may be instituted by the Insured Person against any doctor nominated under this Policy wherein the Insured Person may sue the said doctor for reasons of neglect, malpractice or other cause arising from his commissions or omissions in the Treatment of any Insured Person under the terms hereof.

14. Premiums

All premiums are payable in advance and shall be paid before any cover commences under this Policy. The amount of premium payable to the Company shall be as specified in the Schedule.

15. Misstatement

If the proposal or declaration of the Insured is untrue in any respect or if any material fact affecting the risk be incorrectly specified therein or omitted therefrom, or if this Insurance, or any renewal thereof shall have been obtained through any misstatement, misrepresentation or suppression, or if any claim made shall be fraudulent or exaggerated, or if any false declaration or statement shall be made in support thereof, then, in any of these cases, this Policy shall be void.

16. Data Required

The Insured shall keep a record with respect to each Insured Person under this Policy, showing the Insured Person's name, sex, date of birth, the date insurance became effective, the date insurance terminated, and such other data as may be necessary to carry out the terms of this Policy. Clerical errors in keeping the records shall not invalidate insurance otherwise validly in force nor continue insurance otherwise validly terminated, but upon the discovery of such error, an equitable adjustment shall be made. The Insured shall furnish the Company with all information and proof which the Company may reasonably require with regard to any matters pertaining to the Policy. All documents furnished to the Insured by an Insured Person in connection with the insurance, and other records as may have a bearing on the insurance under this Policy, shall be open for inspection by the Company at all reasonable times.

17. Take-over Policy

If this Policy shall have commenced immediately upon termination of a preceding policy from another insurer, and subject to the Company's approval in writing, and provided that the Company shall have prior to the effective date been provided with a copy of such preceding policy, the following shall apply:

If an Insured Person shall have afflicted with a medical Disability at the time this Policy commenced (and for which benefits would have been available to him under the preceding policy as if it remained in force), such Insured Person shall continue to be covered for the existing Disability based on the benefits provided under the provisions of this Policy.

18. Upgraded Policy

If the eligible benefits to any Insured Person under this Policy be increased to a higher class of Hospitalisation or Outpatient Benefit while it is in force or at the time of renewal and if such Insured Person shall have been afflicted with a Disability at the time the benefits were increased, the limit of benefits payable in respect of such pre-existing Disability shall not exceed the limit of benefits prior to the date the benefits were upgraded.

19. Notice to the Company

All notices required to be given by the Insured to the Company must be in writing addressed to the Company, and no alteration in the terms of this Policy, nor any endorsement thereon, will be held valid unless the same is signed or initialled by an authorised representative of the Company.

20. Currency of Payment

Should the payment of any benefit be requested by an Insured in a currency other than the currency specified in the Schedule, such payment shall be made at the Company's election at the selling rate of exchange for the alternative currency effective at the time the Company makes payment, and after deducting the applicable bank charges.

21. Other Insurance

All persons insured by any other Sickness and Accident insurance policy shall inform the Company of such and provide the Company with a copy of the policy including the Benefit Schedule.

22. Reinstatement

The Insured may apply for the reinstatement of coverage terminated due to non-payment of premium subject to the consent of the Company, provided that all due and unpaid premiums and any interest or reinstatement fee that may be required by the Company are paid in full.

23. The Contract

The application for this insurance, this Policy, its Schedules, Endorsements and all other parts hereof and thereof shall be read together as one contract, and any special meaning of any word herein shall bear such meaning wherever it shall appear in connection with and in the context of this Policy.

24. Disappearance

If the body of the Insured Person has not been found within one year after the date of the disappearance, sinking or wrecking of the aircraft or other conveyance either on the ground or at sea in which he was travelling at the time of the Injury and under such circumstances as would otherwise be covered hereunder, it will be presumed that the Insured Person suffered loss of life resulting from bodily injury caused by an Accident covered by this Policy at the time of such disappearance, sinking or wrecking, provided that if at any time after payment has been made by the Company in settlement of such a claim the Insured Person is found to be living any sum so paid by the Company shall be refunded forthwith.

25. Applicable Law

This Policy, and all rights, obligations and liabilities arising hereunder, shall be construed and determined and may be enforced in accordance with the laws of Hong Kong.

26. Exclusion of Rights under 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.

27. Use of the Medical Card (if applicable)

Subject to the terms and conditions as stipulated in the Policy, the Insured Person may use the Medical Card to obtain medical services from the panel doctor. Use of the Medical Card constitutes acceptance of the following terms and conditions issued under the Medical Card :

- (a) The Insured Person is required to present the Medical Card along with their HKID card/Passport when seeking medical services from the panel doctor.
- (b) The Medical Card is not transferrable. The Insured Person shall assume full responsibility for any improper use of the Medical Card.
- (c) The Medical Card will immediately cease to be valid upon cancellation/termination of either the Policy or the coverage of the Insured Person. The Insured Person will be responsible for returning the Medical Card to the Company.
- (d) The Insured Person must immediately report any theft, loss or damage of the Medical Card to the Company. The Insured Person must indemnify the Company for any loss involving any misuse of the stolen or lost Medical Card unless and until such incident has reported to the Company in writing.
- (e) In the event that the Insured Person using the Healthcare Card incurs a cost which exceeds the benefit limits or is not eligible under this Policy, the Insured Person shall reimburse the Company for the shortfall within thirty (30) days of receipt of a shortfall invoice or advice from the Company.

28. Claims Shortfall Recovery

In the event that the medical expense incurred by the Insured Person, while using the Medical Card or Guarantee of Payment service, exceeds the limit of the benefit coverage or is not recoverable under the Policy, the Insured Person shall reimburse the Company the shortfall amount within thirty (30) days upon receipt of the shortfall invoice or advice from the Company.

In the event that the Insured Person owes the Company any shortfall amount, the Company reserves the right to set-off and deduct such amount from any subsequent claim payment payable to the Insured Person.

If the Insured Person fails to repay any outstanding shortfall amount to the Company, the Insured shall be responsible to reimburse such outstanding shortfall amount to the Company.