

## POLICY DOCUMENT

(effective April 1, 2021)

### INTRODUCTION

This Policy is issued in consideration of the payment of the premiums specified herein and in reliance on the statements contained in the Application.

The Application and the questions and answers contained in the Application are the basis of this contract of insurance and are incorporated into this Policy. The effect of incorporating the questions and answers contained in the Application into the Policy is to make the truth and accuracy of the answers provided to the questions asked conditions precedent to the validity of the Policy.

The Company will pay benefits in accordance with and subject to the terms of this Policy where applicable.

**14-Day Free Look:** The Policyholder may return this Policy to the Company for cancellation within fourteen (14) days after receipt for a full refund of the premiums paid.

### TERMS & CONDITIONS

#### 1. DEFINITIONS

1.1 In this Policy, the following words and expressions shall have the following meanings unless the context otherwise requires:-

**“Accident”** means an event

- (a) occurring entirely beyond the Insured Person’s control and is caused by violent, external and visible means; and
- (b) happens while the Insured Person is covered under this Policy.

**“Act of Terrorism”** means an act whether involving violence or the use of force or not, and / or the threat or the preparation thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in conjunction with any organization(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons, including the intention to influence any government and / or to put the public or any section of the public in fear.

**“Anaesthetist”** means a Physician who specializes in anaesthesiology and is registered to practice anaesthesiology under the relevant laws and regulations of the country in which he practices.

**“Application”** means the application form signed by the Policyholder and, if the Insured Person is different from the Policyholder, by each Insured Person whereby the Policyholder applied for each Insured Person to be covered under this Policy and which application form forms part of this Policy.

**“Attending Physician, Physician”** means a person qualified by degree and licensed or registered to practice medicine under the relevant laws and regulations of the country in which he practices. The Attending Physician responsible for the medical treatment of an Illness of an Insured Person may not be the Insured Person, an Immediate Family Member, or a travelling companion.

**“Benefits Schedule”** means the benefits schedule attached to this Policy.

**“Bonesetter”** means a person who specializes in bone-setting and is licensed or registered to practice bone-setting under the relevant laws and regulations of the country in which he practices.

**“Carrier”** means a transportation company or transport undertaking whose principal business is the carriage by air, sea or land of passengers and / or cargo for hire or reward and which is duly licensed or certified in all jurisdictions in which such business is carried on for such purposes.

**“Child”** means a person who is a minor under the laws of his Country of Residence or a full-time student of not more than 23 years of age. A Child includes a stepchild or a legally adopted child and the Child must be accompanied by his / her parent(s) / guardian(s) who is / are also insured under the same Policy and the level of coverage of the Child must not exceed his / her parent(s) / guardian(s). If the level of coverage of the parent(s) / guardian(s) is different, the benefits for the Child shall be at the lower level.

**“Chinese Medicine Practitioner”** means a person licensed or registered to practice Chinese medicine under the relevant laws and regulations of the country in which he practices.

**“Close Business Partner”** means a business associate that has a share in the Insured Person’s business.

**“Co-insurance”** means other insurance or other benefits which pay or are payable in respect of any claims hereunder.

**“Company”** means Pacific Cross Insurance Company Limited.

**“Congenital Condition”** means a physical or mental abnormality

- (a) existing at the time of birth; or
- (b) manifesting within six months from the date of birth.

**“Cosmetic Surgery”** means re-constructive surgery or surgery which is not medically necessary or which is performed principally to improve or with the principal objective of improving the appearance of a person or which the person concerned considers or believes will improve his appearance and includes any surgery necessary for psychological reasons, adaptation and personal satisfaction in respect of a Disability covered under this Policy.

**“Country of Residence”** means the country in which the Insured Person or a Child, as applicable, is resident for not less than 6 months in a Policy Year and which is declared on the Application unless otherwise endorsed in the rider issued by the Company as the Country of Residence.

**“Custodial Care”** means

- (a) care provided mainly for personal needs, comfort or convenience that is provided by persons with or without specialized medical training or skills; or
- (b) care provided mainly to maintain, rather than improve the medical condition of a person as a prophylaxis precaution for a physical or mental function or to provide a protected environment.

**“Deductible”** means an amount as stipulated in the Benefits Schedule to be deducted from the benefits payable in respect of any Eligible Expenses in each Policy Year.

**“Dentist”** means a person qualified by degree and licensed or registered to practice dentistry under the relevant laws and regulations of the country in which he practices.

**“Disability”** means an Illness or Injury, and any symptoms, sequelae or complications thereof, and in the case of Injury includes all Injuries arising from the same event or series of contiguous events.

**“Eligible Expenses”** means medical expenses for treatments and services, which are medically necessary for the treatment of a Disability.

**“Eligible Person”** means

- (a) a person who is not a Child; or
- (b) a Child who has a parent / guardian who is or will become an Insured Person.

**“Emergency”** means a bona fide situation where there is a sudden change in an Insured Person’s state of health, which requires urgent medical or surgical intervention to avoid imminent danger to his life or health.

**“Follow-up Care”** means the treatment ordered by the Attending Physician of the hospitalization, including follow-up consultation, relevant medicines, diagnostic tests and physiotherapy. Cover is restricted to follow-up treatment of the specific medical condition for which the Insured Person received inpatient treatment covered by the Policy. Follow-up treatment does not include regular outpatient consultation and long-term medication for chronic medical condition.

**“Grace Period”** means the period of thirty (30) days commencing from the date on which the relevant payment is due.

**“Herb”** means a plant whose leaves are used as a medicine for and are required for the treatment of an Illness or Injury covered under this Policy and which is prescribed by a Herbalist or Chinese Medicine Practitioner for the treatment of such Illness or Injury.

**“Herbalist”** means a person who grows or sells Herbs and who is licensed, registered or authorized under the relevant laws and regulations in the country in which he carries on such activities to grow or sell such Herbs.

**“Home Nursing”** means nursing care (not personal assistance) provided by a licensed nurse at home immediately after a hospital confinement, and must be certified by the Attending Physician to be medically necessary.

**“Hospital”** means an institution which is legally licensed as a medical or surgical Hospital in the country in which it is situated and whose main functions are not those of a spa, hydro-clinic, sanitarium, nursing home, home for the aged, rehabilitation centre, a place for alcoholics or drug addicts. The Hospital must be under the constant supervision of a resident Physician.

**“Illness”** means a sickness or disease marked by a pathological deviation from the normal healthy state:-

- (a) beginning or occurring after thirty (30) days from the Policy Effective Date; and
- (b) which requires treatment by a Physician, Specialist or Surgeon; and
- (c) which is covered by this Policy.

**“Immediate Family Members”** means an Insured Person’s legal spouse, children (natural or adopted), siblings, siblings-in-law, parents, parents-in-law, grandparents, grandchildren, legal guardians, stepparents or stepchildren.

**“Injury”** means a bodily injury (which for the avoidance of doubt excludes all psychiatric conditions) arising wholly and exclusively from an Accident which independently of all other causes directly results in loss covered by this Policy.

**“Inpatient”** means an Insured Person who suffers a Disability and who is admitted to Hospital for the treatment of that Disability and occupies a Hospital bed in connection therewith for a continuous period of not less than 18 hours.

**“Insured Person”** means any one of the persons named in the Policy Schedule as an Insured Person.

**“Medically Necessary”** means the need for medical care or treatment of covered Injury or Illness which is:

- (a) consistent with the diagnosis and customary medical treatment for such covered Injury or covered Illness;
- (b) in accordance with good and prudent medical practice;
- (c) not for the convenience of the Policyholder, the Insured Person or any individual who cares for him or her or any individual who is part of his or her family; and
- (d) necessary to safely perform surgery, medical treatment and / or services which cannot be safely delivered without confinement, for the event of confinement.

**“Medicines and Drugs”** are any medicines or drugs (other than those which are experimental or unproven) prescribed by a Physician which are specifically required for the treatment of a Disability.

**“Miscellaneous Charges”** means expenses required for laboratory tests, x-rays, Professional Fees, medicines and drugs, blood and plasma, wheelchair rentals, outpatient surgery, surgical appliances and devices, and intra-operative standard prosthetic devices.

**“Normal, Usual and Customary Charges”** means a reasonable charge, which is  
 (a) usual and customary when compared with the charges made for similar services and supplies in the locality of the Insured Person; and  
 (b) made to persons having similar medical conditions in the locality of the Insured Person.

**“North America”** means Canada, United States of America, Mexico and the Caribbean Islands.

**“Optional Benefit”** means a benefit included in this Policy which is included at the option of the Policyholder with the agreement of the Company and in respect of which the relevant rider is attached to this Policy and which is described as an affirmed benefit and for which additional premiums are payable to the Company.

**“Period of Insurance”** means the period stated on the Policy Schedule to be the period of insurance or subsequently any renewal thereof during which the Policy is in effect.

**“Permanent Total Disablement”** means disablement which entirely prevents the Insured Person from attending to his business or occupation of any and every kind and which lasts 52 consecutive weeks and at the expiry of that period is beyond hope of improvement.

**“Persistent Vegetative State”** means

- (a) a severe decrease of consciousness in which an Insured Person with neurologic damage is in a state of partial arousal rather than true awareness, though superficial signs such as eye opening, swallowing and spontaneous breathing and the like may persist; and
- (b) the state must have continued for at least four (4) weeks with no signs of improvement, when all reasonable attempts have been made to alleviate this condition.

**“Policy”** means this policy document and includes the Application, the Policy Schedule, the Benefits Schedule and the Surgical Schedule and any Optional Benefits included in this policy document with the relevant riders attached to this policy document and any endorsements, amendments or riders thereto which have been approved by an executive officer of the Company.

**“Policy Effective Date”** means 12:00 midnight (local time in the Country of Residence) on the first day of the Period of Insurance.

**“Policy Schedule”** means the policy schedule attached to this Policy.

**“Policy Year”** means a calendar year commencing on the Policy Effective Date or any anniversary of that date.

**“Policyholder”** means the person named in the Policy Schedule as the Policyholder and to whom this Policy has been issued in respect of insurance of the Insured Persons. The Policyholder should be no less than 18 years of age at the time the Application is signed.

**“Pre-existing Condition”** means any Disability

- (a) which existed before the Policy Effective Date in respect of an Insured Person, which presented signs or symptoms of which the Insured Person was aware or should reasonably have been aware; or
- (b) for which treatment, or medication, or advice, or diagnosis has been sought or received during the two (2) years prior to the commencement of the Policy by an Insured Person; or
- (c) which was known by the Insured Person to exist prior to the commencement of the Policy whether or not treatment, or medication, or advice, or diagnosis was sought or received.

**“Private Room”** means a room for single occupancy of Insured Person’s private use during the confinement with its own private facilities including a bedroom and bath / shower room only, but excluding any room of upper class with its own kitchen, dining or sitting room(s) or otherwise. A Private Room shall exclude “deluxe”, “suite”, “executive”, “VIP”, “VVIP room and any other room of a class equivalent to or higher than that of a Private Room as defined above, irrespective of its label.

**“Professional Fees”** means the fees payable to licensed medical professionals such as occupational therapist, physiotherapist, acupuncturist, dietician, Attending Physician (except Surgeon), pathologist and radiologist.

**“Public Conveyance”** means all public common Carrier such as multi-engined aircrafts, buses, trains, ships, hovercrafts, ferries, and taxis that are licensed to carry fare-paying passengers and coach being arranged by travel agency and is not a contractor or private Carrier.

**“Public Place”** means any publicly accessible location (such as car park, street, park, environmental area, bus station, airport, sport stadium or shopping centre) including public transportation of any kind or any other similar place or location.

**“Rehabilitation”** means treatment in the form of a combination of therapies such as physical, occupational and speech therapy aimed at restoring full function after an acute event which required inpatient treatment. Rehabilitation is subject to the written certification by the Attending Physician and for the avoidance of doubt the Rehabilitation has to be started during the hospitalization or within fourteen (14) days immediately after the hospitalization.

**“Renewal Date”** means the date specified in the Policy Schedule to be the renewal date.

**“Room & Board”** the Company shall reimburse the Normal, Usual and Customary Charges for the actual expenses charged by a Hospital for accommodation and meals of the Insured Person during the Insured Person’s confinement.

If the Insured Person is confined in a room class above the eligible level of Room & Board on any days of a confinement, whether voluntary or involuntary, the inpatient benefits payable under the Benefits Schedule, including but not limited to Room & Board shall be adjusted as follows:-

Entitlement level of Room & Board	Level of Room confined	Reimbursement of Eligible Expenses
Semi-Private	Private	50%
Semi-Private	Higher than Private	25%
Private	Regular Suite	50%
Private	Higher than Regular Suite	25%

**“Short Period Rate”** means the rate calculated in accordance with the formula below in respect of the period prior to cancellation of this Policy in respect of which this Policy has been in force.

Period prior to cancellation	Short Period Rate on annual premium
(a) The first month:	20%
(b) For each successive month after the first month:	10%
(c) More than eight (8) months:	100%

For the avoidance of doubt, the premiums for addition of Insured Persons during the Period of Insurance are not entitled to refund and any indebtedness under this Policy shall be deducted from the premium to be refunded.

**“Specialist”** means a Physician who specializes in one particular area of medicine.

**“Surgeon”** means a person qualified by degree and licensed or registered to practice surgery under the relevant laws and regulations of the country in which he practices surgery.

**“Surgeon’s Fee”** means the fee payable to a Surgeon or Surgeons for providing surgery to treat a Disability. The Surgeon’s Fee includes pre-surgical assessment, hospital visits and normal post surgical care and is subject to Normal, Usual and Customary Charges.

**“Surgical Schedule”** means the surgical schedule attached to this Policy Document which indicates the maximum amount payable by the Company for a surgical operation.

**“US\$” or “US Dollars”** means the lawful currency of the United States of America.

**“Waiting Period”** means the thirty (30) days immediately following the date on which such premiums are paid.

- 1.2 In this Policy where the context admits, words importing the singular shall include the plural and vice versa and words importing the masculine or neuter gender shall each include the feminine, masculine and neuter genders.
- 1.3 References in this Policy to clause numbers shall be references to the clauses of this Policy so numbered and references in this Policy in paragraph numbers shall be references to the paragraphs of the relevant Optional Benefit to this Policy so numbered.

## HEALTH PLAN

### 2. TERM

- 2.1 Each Period of Insurance begins at 12:00 midnight on the first day and ends at 12:00 midnight on the last day (local time in the Insured Person’s Country of Residence).
- 2.2 Except where the Company has agreed in writing that the payment of premiums payable under this Policy may be paid on a periodical basis, there is no cover under this Policy until all the premiums payable under this Policy are paid. When all such premiums are paid, cover under this Policy will commence on the first day of the Period of Insurance subject to the terms and conditions (including the exclusions) of this Policy and excluding further:-
  - (a) any Disability for which any signs or symptoms exist prior to the date on which such premiums are paid that is aware or should reasonably have been aware by an Insured Person. For the avoidance of doubt when all such premiums are paid cover under this Policy will commence on the first day of the Period of Insurance subject to the terms and conditions (including exclusions) of this Policy; and
  - (b) any Illness that begins or manifests during the Waiting Period.
- 2.3 If the premiums payable under this Policy may be paid on a periodical basis, cover under this Policy will immediately lapse and no further cover will be provided under this Policy if any periodical payment of the premiums payable under this Policy are overdue or unpaid for thirty (30) days after the date on which that periodical payment was due and should have been paid. Further, the Company has the right to offset any unpaid premium(s) due periodically against any benefits which may become payable hereunder.

### 3. Minimum Enrolment Age

No person shall be insured under this Policy who at the time of first enrolment is less than the age of 15 days.

### 4. Cancellation

- 4.1 The Policyholder may cancel this Policy at any time by written notice to the Company sent by registered post to the Company’s third party administrative office. Date of effective of cancellation is subject to approval and confirmation of the Company.
- 4.2 Without prejudice to any claims made or to be made in respect of a Disability incurred or that begins or manifests itself prior to the date of cancellation and further without prejudice to any rights of the Company to avoid this Policy or any cover under this Policy, this Policy may only be cancelled by the Company at any time by written notice to the Policyholder at his last known address in any of the following circumstances or events:-
  - (a) misstatement of the age of the Policyholder or relevant Insured Person;
  - (b) misstatement or misrepresentation, whether by omission or commission, of the physical or mental condition of the Policyholder or relevant Insured Person;
  - (c) withholding or failing to disclose any material information and facts regarding the Policyholder’s or relevant Insured Person’s physical or mental condition;
  - (d) failing to advise or disclose the Policyholder’s or relevant Insured Person’s vocation or change of vocation;

- (e) failing to advise of the Policyholder's or relevant Insured Person's change of address.
- 4.3 If this Policy is cancelled by the Policyholder or the Company, the Company shall refund the premium paid less an amount calculated with reference to the Short Period Rates provided that no such refund shall be paid if any claim has been paid or is payable under this Policy during the current Policy Year. The refund is subject to return of any valid Coverage Card(s) and/or outpatient card(s).
- 5. Premiums**
- 5.1 Premiums and indebtedness including but not limited to premiums for addition of Insured Persons and claims charge back from previous policy year are payable on the first day of a Period of Insurance.
- 5.2 The amount of premium payable is calculated based on the age of each Insured Person on the first day of each Period of Insurance, the table of rates determined by the Company in effect on the date on which a premium is due, and any other factors which the Company considers to be relevant.
- 5.3 The Company may revise the amount of premium payable on the renewal or the resumption of this Policy based on the table of rates which then applies, the history of claims of an Insured Person and any factors which the Company considers to be relevant.
- 6. Guaranteed Renewal of Policy**  
Subject to clause 4.2, the Company guarantees that this Policy may be renewed at the end of each Period of Insurance by the payment of the premiums payable under this Policy on the Renewal Date. Premiums may be revised based on claims experience and other criteria which the Company, at its sole discretion, may determine. This Policy will be renewed with effect from the Renewal Date on receipt by the Company of all such premiums within the Grace Period. However, the Company expressly reserves the right, at any time by written notice to the Policyholder at his known address, to change the terms of the Policy.
- 7. Suspension and Resumption of Cover**
- 7.1 Subject to clause 4 and without prejudice to any rights of the Company to avoid this Policy or any cover under this Policy, cover under this Policy for all Insured Persons will continue in force during the Grace Period in respect of the premiums payable under this Policy in respect of the relevant Policy Year. If any premium is not paid to and received by the Company before the end of the relevant Grace Period, all cover under this Policy will be suspended and payment of a premium after expiry of the relevant Grace Period will be deemed to be an application for resumption of cover under this Policy.
- 7.2 Any receipt given by the Company for the payment of premium will be conditional on whether approval is granted by the Company for the application for resumption of cover and no such receipt shall be, or shall be deemed to be, confirmation of the resumption of cover and until such application has been approved and confirmation issued in accordance with clause 7.4, no cover shall be provided under this Policy.
- 7.3 The Company may require additional information or documentation in support of the application for resumption of cover. If such information or documentation is not forthcoming, cover under this Policy will remain suspended and the Company may refund the premiums paid in respect of the relevant Policy Year.
- 7.4 Reinstatement of cover under this Policy shall be at the entire discretion of the Company and cover shall be reinstated only by written confirmation of the Company.
- 7.5 Notwithstanding any other provision of this Policy, if cover under this Policy is reinstated following a suspension, no benefits shall be payable in relation to:-
- an Injury which arises during the period when cover under this Policy is suspended; or
  - an Illness that begins or manifests on any day on which cover under this Policy is suspended or during the ten (10) days immediately following the resumption of cover under this Policy.
- 8. Coverage Card**  
A Coverage Card shall be issued to each Insured Person at the time of enrolment. Subject to clause 4 and without prejudice to any rights of the Company to avoid this Policy or any cover under this Policy, a coverage card shall confirm cover under this Policy of the relevant Insured Person to whom it is issued and shall remain valid for as long as premiums payable under this Policy are paid. The card(s) is(are) not transferrable and is(are) valid only when signed by the Cardholder. The Policyholder is responsible to collect and return to the Company any card(s) from terminated member(s). The Policyholder and/or Cardholder shall be liable for any ineligible expenses incurred or charged by any unreturned card(s). These ineligible expenses should be paid to the Company immediately upon notice.
- 9. Absolute Ownership**  
The Company shall, unless otherwise expressly provided by endorsement on this Policy, be entitled to treat the Policyholder as the absolute owner of this Policy and shall not be bound to recognize any equitable or other claim to or interest in this Policy. The receipt by the Policyholder (or by the Policyholder's personal representative) alone shall be a sufficient discharge of the Company's liabilities to any claimant under this Policy. Any person or entity who is not a party to this Policy shall have no rights to enforce any terms of this Policy.
- 10. No Claim Discount**  
No Claim Discount is applicable to Insured Persons covered under Premier International Plan, Standard International Plan or Comprehensive International Plan. A No Claim Discount will be offered to Insured Persons who are not entitled to group discount and have been insuring for a period of not less than 12 months. While an Insured Person's plan remains claims-free at each renewal, the following No Claim Discount will be applied:-
- |        |                            |
|--------|----------------------------|
| Year 0 | No discount                |
| Year 1 | 10% discount               |
| Year 2 | 15% discount               |
| Year 3 | 20% discount (the maximum) |
- If a claim is made by an Insured Person during a policy year, any No Claim Discount achieved will be lost and the status of the discount will be as at Year 0 shown above.

If a claim relating to the previous year is subsequently submitted and accepted, and a No Claim Discount has already been given, the Company reserves the right to deduct the equivalent monetary amount of the No Claim Discount from the value of the claim.

The No Claim Discount applies only to the premium in respect of the basic benefits. Claims against any Additional Benefit Plans will not affect the No Claim Discount.

**11. Notification of Changes**

- 11.1 The Policyholder shall immediately notify the Company in writing of any change in circumstances of the Policyholder or any Insured Person including but not limited to any change of address, occupation, habits or pursuits.
- 11.2 Each Insured Person shall immediately notify the Policyholder in writing of all information and of any changes thereto which is required to be notified by the Policyholder to the Company.
- 11.3 The Company shall not be liable for losses arising from or in connection with any such changes in circumstances, whether the same is known to or has been notified to the Policyholder by an Insured Person or not, unless:-
- notice in writing of such change is given to the Company; and
  - additional premium (if required) is paid to and received by the Company; and
  - the change is endorsed on this Policy.
- 11.4 For the avoidance of doubt, failure to notify the Company in writing of any change in circumstances may affect cover under this Policy.

**12. Payment of Benefits**

- 12.1 Subject to the provisions of this Policy, if an Insured Person suffers or incurs a Disability during the Period of Insurance, the Company will pay benefits in accordance with the Benefits Schedule.
- 12.2 If the Benefits Schedule provides for a Deductible or if there shall be any Co-insurance, in respect of the relevant Insured Person, the Company will only pay benefits in respect of Eligible Expenses incurred in any Policy Year to the extent that they exceed the Deductible in that Policy Year and after deducting the value of any Co-insurance in respect of those Eligible Expenses.
- 12.3 All benefits will be paid to the relevant Insured Person or to such Insured Person's personal representative unless requested otherwise by the Policyholder in writing. The Company reserves the right to pay a provider of service directly, unless the relevant Insured Person has requested otherwise in writing. All payments of benefits shall be in US Dollars.

**13. Successor Insured**

- 13.1 If the Policyholder is an individual and dies, the Policyholder's spouse (if he is an Insured Person) / the personal representative of the Policyholder, will become the Policyholder.
- 13.2 If the Policyholder is a body corporate and is wound up (other than on a reconstruction), this Policy will terminate and the premiums paid shall be refunded on the same terms as if this Policy had been cancelled as provided in clause 4.3.

**14. Claims**

- 14.1 In the event of a loss or claim arising under this Policy, the Policyholder or the relevant Insured Person has to submit claim and send the Company immediate written notice as soon as reasonably practicable and in any event no more than ninety (90) days after the loss covered under this Policy occurs or ends. This notice shall state the name of the relevant Insured Person, the number of this Policy and a description of the loss. This notice shall be sent to the Company's administrative address together with the proof of loss which should include written proof of the occurrence, type and amount of loss.
- 14.2 A claim form (or other proof of loss) is not complete unless all medical and hospital bills, certificates, information, and any other evidence as may be reasonably required by the Company in respect of such claim have been submitted and agreed upon by the Company. Only actual costs incurred shall constitute Eligible Expenses and be considered for reimbursement. Any variation or waiver of the foregoing shall be at the sole discretion of the Company.
- 14.3 Failure to submit a completed claim form or proof of loss will not affect a claim if it was not reasonably possible to submit such claim form or proof of loss within the time limit provided always that such completed claim form or proof of loss must be submitted within 365 days after the loss covered under this Policy occurred or ended.

**15. Fraudulent / Unfounded Claims**

- 15.1 No benefits shall be payable under this Policy if an Insured Person has concealed or misrepresented any material fact of circumstance relating to this Policy.
- 15.2 If any claims under this Policy is in any respect fraudulent or unfounded, all benefits paid or payable in relation to that claim shall be forfeited and (if paid) recoverable by the Company.

**16. Amendments to this Policy**

No amendments to this Policy, including to any attachments or endorsements to this Policy, shall be valid unless signed or initialled by an officer or authorized representative of the Company.

**17. Additions**

The Policyholder may apply in writing to extend this Policy to cover an Eligible Person. An Eligible Person will become an Insured Person when the Company accepts the Policyholder's written request in accordance with its then current underwriting rules and receives the required additional premium.

**18. Co-ordination of Benefits**

Where Co-insurance is in force in respect of an Insured Person, the aggregate of the benefits to be received by the Insured Person under this Policy and such Co-insurance shall not exceed 100% of the loss recoverable under this Policy.

**19. Subrogation**

The Policyholder and the Insured Person agree that the Company may, at the expense of the Company, take legal action in the name of the Policyholder or Insured person to recover compensation from a third party in respect of any indemnity provided or benefit paid or payable under this Policy and any amount so recovered shall belong to the Company. For the avoidance of doubt, the Insured Person hereby assigns right to bring legal action in its name to the Company.

## 20. Emergency Assistance Services

20.1 Arrangements have been made with various designated assistance companies to provide immediate assistance. In the event of the below-described coverage is applicable, the Insured Person or his representative may call the assistance company for assistance. Details of such arrangement shall be set out on the Coverage Card issued to the Insured Person.

The party making such contact will be required to identify the Insured Person's name, Policy Number, Member Number as well as the nature of the problem, location and contact person and information. After validation, the Company or its assistance company will provide services subject to the terms and conditions of this Policy. No claims for reimbursement will be accepted.

Access to emergency medical services would be provided to an Insured Person while travelling provided that:-

- (a) the Insured Person must be travelling outside Country of Residence for no more than 90 consecutive days; and
- (b) the Insured Person is not travelling for the purposes of obtaining or seeking any medical or surgical treatment.

### 20.1.1 Emergency Evacuation

The Company will pay emergency evacuation benefits to cover travel and transportation costs reasonably incurred for necessary medical evacuation when an Insured Person:-

- (a) cannot be safely treated at the location where the Disability occurs; and
- (b) is incapable of travelling as an unaccompanied, seated passenger on a public or private conveyance; and
- (c) is taken to the nearest suitable medical facility by way of the most economical form of conveyance which can be used without threat of damage to life or health.

Provided that all arrangements must be made through the Company's designated assistance companies and monitored by them on behalf of the Company.

### 20.1.2 Hospital Expenses Guarantee

The Company will arrange through the designated assistance company to guarantee or pay any required medical expenses arising from a covered Disability when hospital bills are expected to exceed US\$2,500.

### 20.1.3 Medical Repatriation

If medically necessary, the Company will arrange through the designated assistance company and pay for the return of the Insured Person to the Country of Residence by appropriate means of transportation following the Insured Person's Emergency Medical Evacuation and subsequent hospitalization outside Country of Residence.

### 20.1.4 Arrangement of Transportation of Mortal Remains

The Company will arrange through the designated assistance company for the transportation of the Insured Person's mortal remains to the airport of the Country of Residence or the Country of Origin where the Insured Person has the citizenship. The conditions as set out in 20.1 (a) & (b) above are not applicable to this service.

### 20.1.5 Arrangement of Compassionate Visit

The Company will arrange through the designated assistance company one round-trip economy class air ticket for a relative or a friend of the Insured Person wishing to join the Insured Person who, when travelling alone, is hospitalized outside the Country of Residence for more than seven (7) days.

### 20.1.6 Arrangement of Return of Minor Children

The Company will arrange through the designated assistance company for one-way economy class air ticket for the return of minor children below 18 years old to the Country of Residence if they are left unattended as a result of the accompanying Insured Person's hospitalization or Emergency Medical Evacuation. Escort will be provided, when necessary.

### 20.1.7 Arrangement of Accommodation

The Company will arrange through the designated assistance company for the hotel accommodation of US\$150 per day up to a maximum of 5 days of the Insured Person while travelling and in relation to an incident requiring Emergency Medical Evacuation, Emergency Medical Repatriation or hospitalization before the Insured Person is fit to fly.

### 20.1.8 Delivery of Essential Medicine

The designated assistance company will arrange to deliver to the Insured Person essential medicine, drugs and medical supplies that are necessary for an Insured Person's care and/or treatment but which are not available at the Insured Person's location. The delivery of such medicine, drugs and medical supplies will be subject to the laws and regulations applicable locally. The Insured Person is responsible for the medicine costs and any delivery costs incurred.

### 20.1.9 Referral Services

Upon request of the Insured Person, referral services for medical service including provider referral, inoculation and visa requirement information, embassy, legal assistance, interpreter, obtaining replacement of lost travel documents, luggage or air ticket, may be provided through the designated assistance company. The Company will not be liable for:-

- (a) any fees incurred for such services;
- (b) giving any advice to the Insured Person;
- (c) providing medical diagnosis or treatment.

Although the assistance company shall make such referrals, it cannot guarantee the quality of the service providers and the final selection of service provider shall be the decision of the Insured Person. The assistance company, however, will exercise care and diligence in selecting the service providers.

20.2 Prior approval for 20.1.1 to 20.1.7 of this section needs to be taken by the Insured Person from the Company and all arrangements must be coordinated by the Company's designated assistance company.

20.3 The Company and its service provider(s) cannot be held responsible for failure to provide services or for delays caused by strikes, war, terrorist activities or other social unrest, adverse weather conditions, geological upheavals, or conditions beyond its control, including, but not limited to, flight conditions or where local laws or regulatory agencies prohibit the Company and its service provider(s) rendering such services. The Company and the assistance company will try to assist but no obligation is assumed under the policy terms and conditions.

## 21. Maternity Benefit

Provided that it has been stated in the Benefits Schedule for coverage of maternity, the Eligible Expenses during pregnancy shall be payable subject to the following:-

- 21.1 An Insured Person shall be covered for all medically necessary health care services during pregnancy provided that the Insured Person has been insured under this Policy for not less than twelve (12) consecutive months.
- 21.2 Eligible Expenses incurred in connection with a Disability suffered by an Insured Person during her pregnancy will be payable to the same extent as any other Disability provided that such Eligible Expenses are incurred while the Insured Person is insured under this Policy.
- 21.3 This benefit shall include all pre-natal and post-natal care, hospital room and board, Professional Fees (except pediatrician), Miscellaneous Charges and up to seven (7) days of nursery care and complication arising after childbirth. Nursery care includes infant formula, room-in cost and newborn screening as is reasonable in that jurisdiction and whether or not such new born screening costs are reasonable will be decided by the Company following consultation with its medical advisors.
- 21.4 Expenses incurred as a result of miscarriage, abortion (excluding an abortion which is not certified to be medically necessary to avoid danger to life or health), hydatiform mole or ectopic pregnancy (including complications arising from the aforesaid conditions) shall be covered under this Policy provided that the Insured Person has been insured under this Policy for not less than ninety (90) consecutive days.
- 21.5 When both parents are insured and have fulfilled the waiting period, the benefit shall be increased by 50%. If the parents are insured for different levels of benefits, then the level of benefits shall be at the lower level.

## 22. New Born Child Cover

22.1 The Policyholder may apply to the Company for cover under this Policy for the new born Child of a female Insured Person who has been insured under this Policy for not less than twelve (12) consecutive months from fifteen (15) days after the date of birth of the Child until the Renewal Date of this Policy. The coverage effective date of the Child shall be after notice by the Policyholder and subject to approval of the Company. The cover and the level of benefits under this Policy in respect of such Child shall be the same as that applying to the Insured Person. If both the parents of such Child are Insured Persons and are insured for different levels of benefits, then the level of benefits for the Child shall be at the lower level. No additional premium shall be payable under this Policy in respect of such coverage under this Policy of such Child.

22.2 Cover for such Child shall continue on renewal of this Policy in respect of the relevant Insured Person provided that a personal health record form or Application is submitted to the Company regarding such Child in the form required by the Company and that the additional premium required by the Company in connection with such cover is duly paid to and received by the Company.

22.3 No benefits will be payable for expenses arising from special care in respect of or treatment of any Congenital Condition, congenital defects, birth anomalies, or premature birth of a new born Child.

## 23. Occupational Risk Classifications

The occupational risk classifications referred to in this Policy are as follows:-

- Class I: Very Light Occupational Hazards: Professional and mercantile occupational classes not superintending or engaging in manual labour, that is, persons generally engaged in professional, administrative, managerial and clerical positions.
- Class II: Light Occupational Hazards: Superintending but not engaging in manual labour but engaging in wholesale or retail trade and those involved in frequent travelling in connection with professional or business purposes.
- Class III: Non-hazardous Manual Labour: Occupations involving light manual work.
- Class IV: Occupations involving manual work (other than light manual work) or the use of machinery.

## 24. Experimental Treatment

The Company at its sole discretion may consider to accept or decline liability for experimental or unproven treatments or treatments whose efficacy has not been established or which have not been accepted in the medical profession generally as having specified and relevant medicinal properties. Further, any benefits for the sequelae to such treatment shall also be at the absolute discretion of the Company.

## 25. Organ Transplant

The Company will pay up to the maximum benefit per organ (up to 50% for donor and the remaining percentages for recipient, at the option of the recipient Insured Person) stated in the Benefits Schedule for expenses arising from a kidney, heart, lung, liver or bone marrow transplant which has been confirmed by a Physician to be necessary for the Insured Person. For the avoidance of doubt, the Company will not pay for the cost of acquiring an organ or any expenses related to re-implantation. This benefit is a lump sum maximum per organ including any complications or sequelae and no other policy benefits such as expenses for regular medical care or consultation, diagnostic tests and long-term medication are payable in respect of Organ Transplant.

## 26. Accidental Damage to Teeth

The Company will cover dental expenses for emergency treatment necessary to restore or replace sound natural teeth lost or damaged in an Accident and the immediate relief of pain following an Accident, provided that such treatment is provided within seven (7) days of the Accident and in a registered dental clinic or Hospital. No benefits will be payable in respect of restorative treatments such as permanent crown, dental implant etc., damage or loss of teeth caused by eating, drinking, tooth brushing or any oral hygiene procedure.

**27. Other Insurance**

The Policyholder must immediately inform the Company if an Insured Person is or becomes insured under any other medical or accident insurance policy and provide a copy of the policy document (including the benefits schedule) to the Company.

Failure to notify the Company of any other insurance either at the stage the Application is submitted or during the Period of Insurance may affect the payment of claims under this Policy.

**28. Take-over Policies**

The obligations to declare any Disability in writing to the Company is a condition precedent to the validity of the Policy so that if a Disability is not declared the Company is not liable.

28.1 Subject to the provisions of this clause 28, the Company will pay benefits for a Disability of an Insured Person existing at the commencement of this Policy where:-

- (a) the Disability was declared in writing to the Company on the Application and accepted by the Company; and
- (b) the Insured Person was insured under a policy of insurance which was terminated immediately before the commencement of this Policy; and
- (c) a copy of the previous policy of insurance was submitted to the Company with the Application; and
- (d) benefits would have been payable to the Insured Person under the previous policy of insurance had it not been terminated.

28.2 The amount of benefits payable by the Company under this Policy in respect of a Disability referred to in clause 28.1 shall be the lower of:-

- (a) the amount of benefits the Insured Person would have received under the previous policy of insurance had it not been terminated; and
- (b) the amount of benefits payable for a Disability under this Policy.

28.3 The Company may in its absolute discretion extend or decline to extend coverage under this Policy for a Disability existing at the commencement of this Policy. Any such extension will be subject to the Company carrying out an individual underwriting review of the relevant Insured Person and the relevant Disability. The Company shall be under no liability in respect of such Disability before the provisions set out above are satisfied and the Company has confirmed that cover under this Policy has been extended to include such Disability.

**29. Termination of Benefits**

29.1 Cover under this Policy shall end in respect of all Insured Persons and any person who is a Child who is insured under this Policy and all Disabilities when this Policy terminates.

29.2 Cover under this Policy for a person who is a Child who is insured under this Policy shall end on the Renewal Date following his marriage or on his attaining the age of nineteen (twenty-three if the person is a full-time student), if the person may have ceased to be a Child by that age no cover shall be provided unless an application is made by the Policyholder for that person to become an Insured Person and the necessary premium in respect of the cover of that Insured Person is paid to and received by the Company by the Renewal Date.

**30. Geographical Loading**

Additional premium will be charged to residents in particular geographical areas (identified in the brochure that accompanies the Application). The areas and rates at which the additional premium will be charged are set out in the brochure. When an Insured Person travels to a geographical area that will attract an additional premium, for more than ninety (90) days accumulated in any one policy year, an additional premium will be charged. Failure to inform the Company prior to travel to a geographical area that will attract an additional premium and failure to pay the additional premium will result in ineligibility of cover for any benefit incurred beyond the ninety (90) days. The obligation to inform the Company prior to travel to a geographical area that will attract an additional premium is a condition precedent to the recovery of any claim.

**31. Treatment Area**

Cover under this Policy only extends to Disabilities and treatment in respect thereof in the area as specified in the Benefits Schedule as the area of cover and for which the appropriate premium has been paid. If no area is so specified, cover under this Policy shall be worldwide.

**32. Emergency Benefit for Treatment Area Limit Option**

Coverage for inpatient treatment in geographical areas where the Treatment Area Limit applies will be extended during any period of travel to such areas, from the date and time of arrival and departure from the international departure point of the geographical area where Treatment Area Limit applies, for not more than thirty (30) days accumulated in any one policy year, in respect of any Injury or the acute onset of any Illness or medical condition arising therein provided that the Insured Person was not symptomatic or suffering from such respective Illness, medical condition or Injury any time prior to travelling.

**33. Change of Benefits**

The Policyholder may apply at renewal time to the Company to change the class or level of cover under this Policy applicable to an Insured Person. If any Disability suffered by the relevant Insured Person occurs or begins before the completion of the underwriting review and confirmation of the Company that the class or level of cover in respect of such Insured Person has been changed, the benefits payable under this Policy shall not exceed the maximum amounts payable under this Policy in existence before the change in class or level of cover, whichever is lower.

**34. Abandoned Claims**

Should the Company disclaim liability for a claim by the Policyholder or the relevant Insured Person, and should such claim not have been referred to dispute resolution pursuant to this Policy within twelve (12) calendar months from the date of such disclaimer, then the claim shall for all purposes be considered to have been abandoned and shall not be recoverable thereafter against this Policy. Furthermore, to the extent that the Policyholder or the relevant Insured Person shall fail to communicate in writing with respect to a claim already made or notified the Company within twelve (12) calendar months of the last written communication either from the Company or by the Policyholder or the relevant Insured Person, then the claim shall be deemed to be abandoned and not recoverable thereafter against this Policy.

**35. Dispute Resolution**

35.1 The parties agree to resolve all disputes which may arise out of or in connection with or in relation to this Policy by referring all disputes to a Senior Counsel in Hong Kong to make a final determination in accordance with the laws of Hong Kong.

All disputes arising out of or in connection with or in relation to this Policy shall be finally resolved by the Senior Counsel appointed and the parties hereby expressly agree to be bound by the determination of the Senior Counsel appointed. If the parties cannot agree on the appointment of a Senior Counsel to make a determination, then the matter shall be referred to the Hong Kong Bar Association (the "Bar Association") who shall be asked to appoint a suitable Senior Counsel to make a determination and the parties expressly agree to accept the Senior Counsel appointed by the Bar Association and hereby expressly agree to be bound by the determination of the Senior Counsel appointed by the Bar Association.

35.2 Determination of any dispute by a Senior Counsel shall be a condition precedent to any liability or right of action against the Company.

35.3 For the avoidance of doubt, the parties agree to:-

- (a) pay half of Senior Counsel's fee; and
- (b) bear their own legal costs, if any.

**36. Conditions Precedent to any Liability**

Any liability of the Company under this Policy shall be wholly conditional upon:-

- (a) the Company being provided with all the required statements and declarations, which shall be truthfully and accurately given by the Policyholder and the relevant Insured Person (parent or guardian if the person insured under this Policy is a Child) on the Application or any other form provided by the Company and these shall be conditions precedent to liability on the part of the Company;
- (b) the complete truth and accuracy of all statements and declarations made in respect of any claim submitted to the Company by the Policyholder and the Insured Person and these shall be conditions precedent to liability on the part of the Company; and
- (c) the observance and fulfillment of the terms, conditions, and provisions of this Policy (including any endorsements) insofar as they relate to anything to be done or complied with by the Policyholder or any Insured Person and these shall be conditions precedent to liability on the part of the Company.

**37. Governing Law**

The construction, validity and performance of this Policy shall be governed by the laws of Hong Kong.

**38. Exclusions**

This Policy does not cover or provide benefits in any of the following circumstances or events including the consequences, complications and the sequelae applying to or in respect of an Insured Person unless otherwise covered by the Policy:-

- (a) Pre-existing Conditions, except those which are declared to and accepted by the Company;
- (b) treatment where payment is not required or which is performed or prescribed by an Immediate Family Member or which is payable by any other insurance or indemnity covering the Policyholder, or the relevant Insured Person.
- (c) maternity and its complication unless covered under the benefits, fetal surgery, birth control, treatment of impotence or infertility (including artificial insemination, in vitro fertilization, embryo transfer), sterilization reversal or elective abortion, surgical, mechanical or chemical methods of birth control or treatment pertaining to infertility, sex transformation, and any conditions arising therefrom;
- (d) screening and treatment for Congenital Conditions and genetic deformities or diseases;
- (e) Custodial Care, home care or services, routine medical examinations or check-ups, or any treatments and services considered unnecessary by the Company for the treatment of a physical or mental condition. These include check-ups, vaccinations, counseling (marriage, family, dietary, adjustment, or psychological adaptation), hearing tests, refractive defects of the eye, corrective eye surgery for refractive error, corrective devices (including spectacles, eyeglasses, contact lenses, hearing aids, orthodontic appliances, braces, corrective shoes), or dental treatment unless covered under the optional benefits cover of this Policy for vision, dental, or medical check-up;

- (f) Cosmetic or re-constructive surgery, treatment or procedure and any complications or sequelae thereof, except-
  - i. re-constructive surgery performed as a result of or in connection with any Injury caused by an Accident arising during the Period of Insurance and is undertaken within 12 months of the Accident; or
  - ii. re-construction of breast coincident with surgery for breast cancer or within 12 months from date of the surgery for breast cancer provided the Policy of the Insured Person is still in force at the time of the re-constructive surgery. In the case the benefit or class or level of cover has been changed, the lower amount of benefits shall be paid by the Company.
- (g) Disability arising directly or indirectly out of excessive consumption of alcohol or misuse of drugs, solvent, or any addiction;
- (h) outpatient treatments or services for psychiatric, psychological, mental or nervous disorders, and any physiological or psychosomatic manifestations thereof;
- (i) a Disability resulting from declared or undeclared war or any act thereof, service in the military, naval or air forces, riot, rebellion, hostilities, revolution, nuclear and chemical contamination, civil commotion or Act of Terrorism unless an Insured Person sustains an Injury whilst an innocent bystander resulting from Act of Terrorism up to a maximum amount of US\$100,000 per Insured Person per incident.
- (j) intentionally self-inflicted injury, suicide, attempted suicide, while sane or insane;
- (k) Injury sustained while participating in (including any practice or conditioning program for) any sport contest or competition including but not limited to the following activities: auto or car racing, professional sport, contact sport, motorcycle racing, powerboat racing, and dressage competition;
- (l) skydiving, parasailing, hang-gliding, flying (other than as a fare-paying passenger on a duly licensed commercial aircraft), caving, rock or mountain climbing (with or without the use of ropes or other equipment), bungee jumping, non-recreational scuba-diving, scuba diving to a sea-depth of greater than thirty (30) meters, polo, steeplechasing or any other hazardous activity, unless declared to and accepted by the Company or deliberate exposure to exceptional danger (except in an effort to save human life);
- (m) venereal diseases or their sequelae;
- (n) weight treatment and management or bariatric surgery;
- (o) developmental abnormalities including but not limited to learning difficulties, behavioral problems and problems relating to physical development;
- (p) all treatment for Persistent Vegetative State or permanent neurological damage will, without exception, cease after ninety (90) days of the treatment commencing;
- (q) Human Immunodeficiency Virus ("HIV") and / or HIV related illnesses including Acquired Immune Deficiency Syndrome ("AIDS"), AIDS Related Complex and / or any mutation, derivation, or variation thereof which manifest at any time within five years from the Insured Person's effective date;
- (r) prostheses, orthotic devices, corrective devices, medical appliances such as CPAP, BP monitor, blood glucose monitor and medical appliances not required for a surgical operation;
- (s) participation in any illegal activity or unlawful act; and
- (t) expenses incurred for the provision of medical and hospital bills, certificates, documentation, information or other evidence required by the Company.

## OPTIONAL BENEFITS

Optional benefits are subject to payment of additional premium, the amount of which is specified on the Application. Optional benefits may only be purchased at the time of the Application for this Policy and may not be added subsequently. The relevant optional benefit will only apply and be part of this Policy if the relevant rider has been attached to this Policy and the relevant premium in respect of that benefit has been paid to and received by the Company. No refund will be made on termination of the optional benefits. Furthermore with regard to Claims made in relation to the OPTIONAL BENEFITS section it should be noted that because the nature and cover are different certain conditions have been changed to reflect the cover and benefits provided under OPTIONAL BENEFITS.

## OPTIONAL DENTAL BENEFITS

(When a Dental Rider is attached)

The Company will pay Normal, Usual and Customary Charges for dental treatment performed by a Dentist.

All dental conditions requiring treatment as of the first visit of the relevant Insured Person to a Dentist on or after the Policy Effective Date shall be; and shall be deemed to be, Pre-existing Conditions for the purposes of this Policy and the liability of the Company to pay benefits under this Policy whether such dental conditions shall be identified or diagnosed at such first visit to a Dentist or not. On such first visit to a Dentist, a full dental examination shall be performed and a full set of dental x-rays shall be taken. The cost of such first visit to a Dentist, including the fees of the Dentist and the cost of the x-rays, shall be covered under this Policy. A complete dental examination report of the relevant Dentist must be submitted with the first claim for benefits under these optional dental benefits.

## OPTIONAL VISION BENEFITS

(When a Vision Rider is attached)

The Company will pay Normal, Usual and Customary Charges for eye examinations and spectacles, eyeglasses and contact lenses. The Company will not pay expenses for or in connection with corrective eye surgery for refractive error and any treatment in relation to any subsequent complications or consequences thereof and such expenses are not covered under this Policy.

## OPTIONAL PERSONAL ACCIDENT BENEFITS

(When a Personal Accident Rider is attached)

1. The Company will pay personal accident benefits in accordance with the additional Schedule of Benefits for Personal Accident set out below if an Insured Person sustains an Injury with the consequences set out in paragraph 2 below and subject to the listed additional terms, conditions and exclusions for personal accident specified in the relevant paragraphs below.
2. In the event that during the Period of Insurance an Insured Person sustains an Injury and such Injury shall within twelve (12) calendar months be the sole direct cause of:-
  - (a) death; or
  - (b) total and irrecoverable loss of sight in one or both eyes; or
  - (c) total loss of one or more limbs; or
  - (d) total and irremediable loss of use of two or more limbs; or
  - (e) Permanent Total Disablement; or
  - (f) total and irremediable loss of use of one limb,

the Company will pay a maximum sum equal to the limit set out in the Benefits Schedule for Personal Accident set out below for that Injury causing that loss. If the Insured Person suffers more than one loss due to one Accident, payment will be made only for the loss which results in the largest benefits being paid under these optional personal accident benefits.

### SCHEDULE OF BENEFITS FOR PERSONAL ACCIDENT

Benefits are expressed as a percentage of the sum insured in respect of the relevant Insured Person:-

Accidental Death	100%
Total and irrecoverable loss of sight in one or both eyes	100%
Total loss of one or more limbs	100%
Total and irremediable loss of use of two or more limbs	100%
Permanent Total Disablement	100%
Total and irremediable loss of use of one limb	50%

The total amount payable in respect of any one Injury shall not exceed the sum insured in respect of the relevant Insured Person.

### ADDITIONAL CONDITIONS FOR PERSONAL ACCIDENT BENEFITS

#### 3. Change of Occupation

The Insured Person must not engage in any occupation which has an occupational risk classification as described in clause 23 with a higher number or of a higher class than that of the occupation disclosed in the Application. The Company will not pay any benefits for an Injury related to the Insured Person's occupation with such higher number or of such higher class unless:-

- (a) written notification is given to the Company of that occupation; and
- (b) the Company has agreed in writing to the cover under this Policy extending to the relevant Insured Person carrying on that occupation; and
- (c) any additional premium required is paid to and received by the Company; and
- (d) it shall be a condition precedent to recovery of any benefit to have notified the Company of any change in occupation.

#### 4. Change in Risk

The Policyholder or the relevant Insured Person shall give immediate notice to the Company of any change of occupation or duties, address or any Injury, disease, physical defect or infirmity by which an Insured Person has become affected and of any other insurance affected by or on behalf of an Insured Person against accident or incapacity. It shall be a condition precedent to recovery notifies the Company at any of the abovementioned Change in Risk.

#### 5. Claims Procedure

5.1 In the event of an Accident, the Policyholder or the relevant Insured Person shall:-

- (a) give written notice to the Company within ninety (90) days of an Accident likely to give rise to a claim under this Policy; and
- (b) as soon as possible act, or procure that the relevant Insured Person acts on proper medical or surgical advice; and
- (c) send by post, at the Policyholder's expense, to the Company's third party administrative office all medical and hospital bills, certificates, information and evidence required by the Company; and
- (d) undergo or procure that the relevant Insured Person undergoes a medical examination if required by the Company.

5.2 In the event of an Accident resulting in the death of an Insured Person, the Company:

- (a) may require, at the Company's expense, a postmortem examination of the Insured Person;
- (b) must be given prior written notice of the time and place of any inquest into the death of the Insured Person;
- (c) must be given prior written notice of the time and place of the interment or cremation of the remains of the Insured Person.

#### 6. Payment of Claims

6.1 The Company shall not make any payment under this Policy in respect of any Injury until the full amount payable in respect of such Injury is ascertained and agreed by the Company with the Policyholder.

6.2 An Insured Person is not entitled to any interest on any amounts payable by the Company under these optional personal accident benefits.

#### 7. Expiry of Liability

The Company shall not be liable for any claim arising from an Accident that is not notified to them in writing or for which proper medical care and treatment is not sought or followed. In no case shall the Company be liable for any claim made after 365 days following the date of an Accident unless the claim is pending resolution of the dispute.

## 8. Liability Limits

The maximum sum payable by the Company:-

- (a) in respect of an Insured Person above the age of 65 is US\$100,000; coverage shall be terminated at the end of the Policy Year during which the Insured Person attains the age of 81;
- (b) in respect of a Child covered under this Policy, is the lesser of:
  - i. 10% of the sum insured of his parent / guardian under these optional personal accident benefits. If the parents / guardians of the Child are insured for different levels of benefits, then the lower level shall apply; and
  - ii. US\$50,000.

## ADDITIONAL EXCLUSIONS FOR PERSONAL ACCIDENT BENEFITS

9. These optional personal accident benefits do not cover or provide benefits in any of the following circumstances or events directly or indirectly applying to or in respect of an Insured Person:-

- (a) an Injury sustained as a direct or indirect result of participating in an excluded activity described in paragraph 10 below;
- (b) intentionally self-inflicted injury, suicide, attempted suicide, while sane or insane;
- (c) normal pregnancy or childbirth;
- (d) the use of alcohol, drugs or solvents, unless administered upon the advice of a Physician;
- (e) an Injury directly or indirectly caused by, resulting from, or in connection with:-
  - i. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, mutiny or riot or civil commotion assuming the proportions of or amounting to a popular rising;
  - ii. Acts of Terrorism or action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism, regardless of any other cause or event contributing concurrently or in any other sequence of the loss;
- (f) Human Immunodeficiency Virus ("HIV") and / or HIV related illnesses including Acquired Immune Deficiency Syndrome ("AIDS"), AIDS Related Complex and / or any mutation, derivation, or variation thereof;
- (g) an Injury arising from or contributed by any physical or mental defect or infirmity which is not previously declared and accepted by the Company;
- (h) radioactive contamination;
- (i) an Injury sustained while serving as air or ship crew or airline personnel;
- (j) an Injury sustained while serving in the armed forces of any country. Upon the Insured Person entering the armed forces of any country, the Company will refund the unearned pro-rata premium paid in respect of such Insured Person to the Policyholder;
- (k) Injury which results from an Insured Person's commission of or attempt to commit any unlawful act;
- (l) deliberate exposure to exceptional danger except in an attempt to save human life; and

## 10. Excluded Activities

Dangerous or hazardous activities, or professional sport or practice or conditioning program for such sport, such as but not limited to:-

- (a) riding as a passenger or otherwise in any vehicle or device for aerial navigation except as a fare-paying passenger in an aircraft operated by a scheduled airline maintaining regular published schedules on a regularly established route;
- (b) rock or mountain climbing with or without the use of ropes or other equipment;
- (c) international motor rallies;
- (d) racing other than
  - (i) on foot
  - (ii) swimming
  - (iii) yachting within territorial waters;
- (e) scuba diving / diving to a sea-depth of greater than thirty (30) meters.

## OPTIONAL TRAVEL BENEFITS

(When a Travel Rider is attached)

1. If this Policy is extended to include these optional travel benefits, an Insured Person over the age of six (6) weeks will be covered for an unlimited number of trips in each Policy Year outside the Country of Residence of the relevant Insured Person provided always that the maximum number of days for each trip for which cover shall be granted under these optional travel benefits shall be ninety (90) days.
2. Cover under these optional travel benefits (except Cancellation Charges Benefit) shall commence on departure from the international departure point of the Country of Residence and ceases on return to the Country of Residence at the international arrival area or at midnight on the last date of the Period of Insurance, whichever is the earlier.
3. The cover for "Cancellation Charges Benefit" commences fourteen (14) days before the scheduled commencement date and ceases on the scheduled commencement date of travel.
4. No benefits shall be payable under these optional travel benefits (except Cancellation Charges Benefit) for losses and damages arising in the Country of Residence.

5. The amount payable by the Company in respect of claims under these optional travel benefits for any one trip shall not exceed the maximum benefits set out in the Benefits Schedule.

## 6. Additional Exclusions & Limitations for Travel Benefits

- 6.1 These optional travel benefits do not cover or provide benefits for:-
- (a) accidents whilst engaging in (including any practice or conditioning program for) any sports or games in a professional capacity or organized contacts sports, racing (other than on foot), motor rallies and competitions, rock or mountain climbing normally involving the use of ropes or other equipment, potholing, skydiving, hang gliding, parachuting, hunting on horseback, entering / descending or flying in any aircraft other than a properly licensed aircraft operated by a recognized airline in which the Insured Person is travelling as a fare-paying passenger, engaging in any kind of manual labour work either in business or leisure or hazardous work engaging in offshore activities including but not limited to commercial diving, oil well drilling, mining, handling of explosives, construction site working, stunt works and aerial photography;
  - (b) trekking at an altitude limit greater than 5,000 meters above sea level or scuba diving to a sea-depth greater than thirty (30) meters;
  - (c) service as security personnel of any person or company;
  - (d) service in the armed forces of any country or state;
  - (e) employment on commercial watercraft of any description.

6.2 The Policyholder and each Insured Person agree that the Company may, at the expense of the Company, take legal action in the name of the Policyholder or an Insured Person to recover compensation from a third party in respect of any indemnity provided under these optional travel benefits and any amount so recovered shall belong to the Company. For the avoidance of doubt, the Insured Person hereby assigns right to bring legal action in its name to the Company.

6.3 The Policyholder and the relevant Insured Person shall be jointly liable for the costs of any Emergency services used by an Insured Person that is not covered under these optional travel benefits and, if such costs are paid by the Company, must repay the amount of such costs no later than thirty (30) days from the date on which the costs were occurred.

6.4 The Company and its service provider(s) cannot be held responsible for failure to provide services or for delays caused by strikes or conditions beyond its control, including, but not limited to, flight conditions or where local laws or regulatory agencies prohibit the Company and its service provider(s) rendering such services.

## 7. Medical and Emergency Benefit

7.1 Under these optional travel benefits, the Company will pay benefits for or in respect of a Disability to or of an Insured Person which occurs or begins outside the Country of Residence of the relevant Insured Person including:-

- (a) Emergency medical treatment, hospitalization, surgery, ambulance and paramedic services, diagnostic tests and medicines prescribed by the Attending Physician;
- (b) the treatment of an acute Disability which occurs or begins while the Insured Person is outside of his Country of Residence (unless one of the purposes of the trip is to seek medical treatment) for up to a maximum thirty (30) days or until the Disability can be safely treated in the Country of Residence, whichever is less;
- (c) medical evacuation which is organized by the Company's designated assistance company in the event that adequate medical facilities are not available in the immediate vicinity. The assistance company will arrange the evacuation by whatever medically necessary means to the nearest suitable facility which is capable of providing adequate medical care;
- (d) one economy class air ticket to return the Insured Person to his Country of Residence following the medical evacuation if his original ticket is not valid.

7.2 This emergency and medical benefit does not cover:-

- (a) Pre-existing Conditions, Congenital Conditions or maternity care;
- (b) Cosmetic Surgery, eyeglasses or hearing aids, and prescriptions therefor except as necessitated to correct a condition resulting solely from an external accidental Injury occurring during a trip covered by this Policy;
- (c) psychiatric, psychological, mental or nervous disorders and insanity;
- (d) charges in respect of special or private nursing;
- (e) expenses covered by any other medical, health, or accident insurance or indemnity program or policy;
- (f) treatment or services undertaken without the recommendation of a Physician; routine physical examinations or health check-ups not incidental to the treatment or diagnosis of a covered Disability.

7.3 The benefit in respect of hospital room and board is limited to US\$300 per day if the hospital expense is on per diem basis, a daily reimbursement of all charges inclusive of room and board and professional services is limited to US\$1,000 if no detailed breakdown of charges is provided.

## 8. Baggage and Travel Documents Benefit

8.1 The Company will reimburse an Insured Person for loss or damage to his baggage, personal effects and belongings which occurs while he is travelling outside his Country of Residence provided that the Insured Person:-

- (a) takes reasonable and proper care to ensure the safety of the property insured, including examination of luggage when received; and

- (b) in the event of any destruction, loss or damage of the property insured, a report is made within twenty four (24) hours of the destruction, loss or damage being ascertained to:-
  - i. the police in the case of theft, loss or willful damage by a third party; or
  - ii. the Carrier when loss or damage has occurred in transit.
- 8.2 The maximum reimbursement by the Company for each item, pair or set of the baggage, personal effects and belongings is US\$250. Loss of laptop computer is limited to US\$750.
- 8.3 In lieu of reimbursement, the Company may at its discretion repair or procure the repair of the damage to the baggage, personal effects or belongings or provide a replacement of such property.
- 8.4 The Company shall reimburse the cost of obtaining a replacement passport and visa.
- 8.5 This baggage and travel documents benefit does not cover:-
  - (a) loss or damage in consequence of delay, confiscation, detention or examination by customs authorities or other officials;
  - (b) loss of or damage to cash, bank notes, negotiable instruments, bonds or securities, credit cards and other instruments of payment or documents of any kind, passports, visas, air tickets and transportation, accommodation or any other travel vouchers or coupons;
  - (c) loss of or damage to any pager, mobile phone (including accessories), portable telecommunication equipment, computer equipment, software and related accessories;
  - (d) loss of or damage to fragile or brittle articles of every description, china, glassware, porcelain, objects d'art, set and unset precious or semiprecious gemstones, eyeglasses, contact lenses or foodstuff;
  - (e) wear and tear, moth, vermin or inherent vice, mechanical, electrical or electronic derangement, cleaning, repairing or restoring process, atmospheric or climatic changes, depreciation in value and such depreciation shall be applied wholly at the discretion of the Company;
  - (f) business merchandise or samples, including the cost of reproducing data whether recorded on tapes, cards, discs or otherwise;
  - (g) loss of or damage to any baggage or personal property that is left behind or unattended in a Public Conveyance or a Public Place;
  - (h) loss of or damage to baggage mailed or shipped separately;
  - (i) any property or personal belongings specifically insured elsewhere or recovered / repaired by a third party;
  - (j) loss of jewelry except by armed robbery or burglary from a hotel safety deposit box;
  - (k) damage to luggage, excepting total loss.

#### 9. Baggage Delay Benefit

The Company will pay up to the amount set out in the Benefits Schedule for an Insured Person for emergency purchases of essential items of clothing or toiletries as a result of the baggage of that Insured Person being delayed for at least twelve (12) hours from the time of his arrival at his destination due to a delay or misdirection in delivery of such baggage.

Provided always that:-

- (a) the delay is certified by an official Baggage Irregularity Report from the airline or in writing by letter from the tour operator;
- (b) the delay is not a result of detention or confiscation by customs or other officials;
- (c) documentation (including original purchase bills) is produced by the Insured Person showing the details of the expenditure;
- (d) a claim cannot be made under this baggage delay benefit if the same loss is claimed under paragraph 8 for "Baggage and Travel Documents Benefit";
- (e) no cover is provided after the Insured Person returns to the Country of Residence or reaches his final destination.

#### 10. Personal Money Benefit

The Company will indemnify an Insured Person against loss of personal money in the form of bank notes, cash or travellers checks arising from theft, burglary or robbery provided always that:-

- (a) any such loss is reported to the local police where the loss occurs and relevant branch of the travellers checks issuing authority within twenty four (24) hours of the loss;
- (b) the Company shall not be liable for loss or shortages due to error, omission, currency exchange, confiscation or devaluation;
- (c) personal money is carried on one's person and is not placed in luggage, suitcase, trunk and the like or otherwise left without personal immediate attendance thereon;
- (d) the benefit is not applied to children below 18 years of age.

#### 11. Hospital Cash Income

The Company will pay US\$50 per day up to the amount set out in the Benefits Schedule for confinement abroad for at least twenty-four (24) hours as a result of a covered Disability. Such confinement shall be as an inpatient in a Hospital under treatment by a Physician. One day of confinement shall mean a period for which a Hospital makes a daily charge for room and board.

#### 12. Travel Delay Benefit

In the event an Insured Person's flight or other scheduled mode of transportation is delayed during a trip covered by this Policy due to serious weather conditions, natural disasters (earthquake, flood, hurricane, tornado, tsunami, etc.), industrial action, hijack, technical or other mechanical failure of aircraft or conveyances and the cancellation or postponement thereof due to such fault is entirely beyond the control of the Insured Person, the Company will pay:-

- (a) up to the amount set out in the Benefits Schedule in respect of public transportation expenses necessarily incurred as a direct consequence of travel delay, but only if the Insured Person has to re-route his trip due to cancellation of a prior confirmed booking;
  - or
  - (b) US\$25 for each full 6 hours delay up to a maximum of US\$100.

A claim can only be made either under (a) or (b).

#### 13. Curtailment of Trip or Cancellation Charges Benefit

The Company will indemnify an Insured Person against loss of non-refundable prepaid travel arrangement deposits of every description or any increased cost of travel in respect of the least expensive alternative mode of transport or accommodation up to the amount set out in the Benefits Schedule in respect of the following:-

- (a) death, serious Injury or Illness, befalling the Insured Person;
- (b) death, serious Injury or Illness, afflicting an Insured Person's Immediate Family Members, Close Business Partner, or a travel companion who is also insured under the same policy of the Insured Person;
- (c) witness summons, jury service or compulsory quarantine of the Insured Person;
- (d) natural disasters (earthquake, flood, hurricane, tornado, tsunami, etc.) at the planned destination;
- (e) complete destruction of an Insured Person's principal residence in the Country of Residence.

Provided that:-

- (a) the Insured Person has to abandon the planned trip or short cut the trip by returning to the Country of Residence;
- (b) the reimbursement shall be on a pro-rata basis for the unused portion of any pre-paid travel and accommodation charges involved in such curtailed trip;
- (c) no benefit shall be payable in respect of expenses arising directly or indirectly out of pregnancy, childbirth, or gynecological disease or their sequelae;
- (d) any such cause arises from medical or physical conditions or other circumstances affecting the Insured Person, or Immediate Family Members or travel companion or Close Business Partner of the Insured Person within 14 days prior to the scheduled departure date;
- (e) sudden occurrence of natural disasters at the planned destination after commencement of travel covered by this Policy which prevents the Insured Person from continuing his scheduled trip;
- (f) complete destruction of the Insured Person's principal residence in the Country of Residence from fire, flood, earthquake or similar natural disaster occurs after commencement of travel which requires the Insured Person's presence on the premises during the scheduled trip.

#### 14. Optional Rental Car Protection Benefit

Cover for rental car protection is only available to the Insured Person who has previously applied for Rental Car Protection in the Application and has paid the additional premium applicable to the relevant Period of Insurance.

The Company will pay up to a maximum amount of not more than US\$10,000 for damage occurs to a rental car for which the Insured Person is responsible under the relevant car rental agreement. Loss or damage to the rental car must result directly from fire, theft, collision or vandalism and the car must be rented from a recognized, licensed auto or car rental company. In addition, the Company will pay the cost of repairs for direct loss due to damage caused to a rental car as a result of an Accident. In the event of a claim, the Insured Person must submit a copy of the police report, an itemized statement of repairs made and other documented evidence. He must cooperate with the Company to investigate the Accident and settle any claims against himself. If he fails to cooperate, or fails to send any of the requested documentation, the Company reserves the right to refuse any protection for the Accident.

This optional "Rental Car Protection" does not cover:-

- (a) driving while intoxicated or under the influence of drugs or narcotics;
- (b) intentional loss or damage;
- (c) any obligation the Insured Person assumes under any agreement;
- (d) use of the car rental in violation of the car rental agreement;
- (e) rentals of motorcycles, mopeds, motorbikes, trailers or caravans, motor homes, trucks, commercial vehicles, recreational vehicles, off-road vehicles, vans and vehicles with more than 8 seats.
- (f) any liability, personal Injury or property damage whether or not the Insured Person is responsible for such liability, Injury or damage under the car rental agreement.

**Deductible:** The Insured Person will be responsible for the first US\$500 of eligible expenses.