

## GBAssure Outpatient Plan

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## 1 **DEFINITIONS**

**Accident and Accidental** - a sudden, unexpected and unintentional external event which causes an Injury (i) to the Insured, and occurs while this Policy is in effect; or (ii) if applicable, to Family Member on or after the relevant Family Member Coverage Effective Date and occurs while this Policy is in effect. An Accident does not include an Illness, degenerative process or any other naturally occurring condition.

**Age** - the age next birthday of the Insured of this Policy, unless otherwise specified.

**Basic Medication** - medications commonly prescribed by Physician for symptomatic relief and treatment of common illnesses while there are medications which are not covered under this Policy subject to the sole discretion of the Panel Network. For the avoidance of doubt, long term medication for chronic diseases is not covered under Basic Medication.

**Booking Platform** – a designated online portal, telephone hotline or other designated communication channel owned and managed solely by the Panel Network, mainly for You or the User to make appointment for certain Health Services, medical check-up, dental care or colonoscopy services at Panel Network.

**Chinese Medicine Practitioner** - a person registered under the Chinese Medicine Ordinance of Hong Kong (Cap. 549 of the Laws of Hong Kong) as an herbalist or an acupuncturist, or registered with the local medical authorities at the region of his or her practice. A Chinese Medicine Practitioner cannot be an Interested Party unless We pre-approve in writing.

**Coinurance** - a percentage of the Eligible Expenses that You are required to pay for the User's receipt of Health Services for each visit. For the avoidance of doubt, Coinsurance does not refer to any amount that You are required to pay if the actual expenses exceed the benefit limits under this Policy.

**Commencement Date** - the date of the first premium is due and is the date used for calculating the Insured's Age at the start of the Policy, as shown on the Policy Schedule.

**Company, We, Us and Our** – FWD Life Insurance Company (Bermuda) Limited (incorporated in Bermuda with limited liability).

**Congenital Conditions** - any medical, physical or mental abnormalities existed at the time of or before birth, whether or not being manifested, diagnosed or known at birth; or any neo-natal abnormalities developed within six (6) months of birth.

**Co-payment** - an amount that You are required to pay to Panel Network for the relevant Health Services, dental care or colonoscopy services.

**Depression** – one of the Mental Illnesses, a group of mental disorders characterized by a persistent feeling of sadness and loss of interest, with clinically significant distress or impairment in social, occupational, or other important areas of functioning. The diagnosis of Depression must fulfill the following criteria:

- The diagnosis of Depression must be confirmed by a Psychiatrist based on the DSM-5 criteria (Depressive Disorder).
- For the diagnosis of a perinatal depression of the Insured, which is a Depression during pregnancy or in the first twelve (12) months after delivery ("Perinatal Depression"), the First Confirmed Diagnosis must be done at least two (2) years after the Policy Date.
- For the diagnosis of a Perinatal Depression of a Family Member, the First Confirmed Diagnosis must be done at least two (2) years after the relevant Family Member Coverage Effective Date.

**Designated Mainland GBA Cities** – refers to Guangzhou, Shenzhen, Zhuhai, Foshan, Dongguan and Zhongshan of the People’s Republic of China, subject to Our revision from time to time without prior notice.

**Disability** - an Illness or Injury, including Disabilities arising from the same cause, and any complications arising from that Illness or Injury.

**District** – the jurisdiction where the User receives the Health Services, medical check-up, dental care or colonoscopy services as specified in Clause 4.1.3, including i) Hong Kong, ii) Designated Mainland GBA Cities or iii) Macau.

**DSM-5** - the Diagnostic and Statistical Manual of Mental Disorders (DSM), fifth edition, or any subsequent DSM update or alternative criteria that supersedes DSM.

**Eligible Expenses** - the Reasonable and Customary charges for Medically Necessary treatment or services for a Disability.

**Endorsement** - an additional document attached to this Policy that outlines any adjustments that We may make to this Policy.

**Expiry Date** - the Policy Anniversary immediately following the 80<sup>th</sup> birthday of the Insured.

**Family Member** – only applicable for Family Plan A or Family Plan B as Plan Level. The spouse, parents or child(ren) of Policy Owner, or the parents of Policy Owner’s spouse nominated by You in accordance with Clause 4.1.4 while this Policy is in effect. We will confirm Your nomination in writing.

**Family Member Coverage Effective Date** – the date on which the coverage of the Family Member under this Policy starts and shall be specified in the Endorsement confirming Your nomination of respective Family Member, or the date that We reinstate the coverage of this Policy under Clause 3.4, whichever is later.

**First Confirmed Diagnosis** - the first time that a diagnosis of a Mental Illness is made by a Psychiatrist in accordance with the criteria under DSM-5.

**First Symptoms** - the first time that the User experiences a physical symptom that would cause a reasonable and prudent person to seek medical advice, diagnosis or treatment, or where a medical examination or investigation shows the likely presence of a medical condition.

**Health Services** - the Medically Necessary primary health care services and supplies, unless specified otherwise, as described by and subject to the limits specified in this Policy.

**HIV Infection** - shall be deemed to have occurred where blood or other relevant test(s) indicate, in Our opinion, either the presence of any Human Immunodeficiency Virus, antigens or antibodies to such a virus.

**Hong Kong** - the Hong Kong Special Administrative Region of the People’s Republic of China.

**Hospital** - an establishment duly constituted and registered as a hospital under the laws of the relevant territory in which it is established, which is for providing Health Services for sick and injured persons as In-Patients, and which –

1. has facilities for diagnosis and major operations, or is a public hospital as defined in the Hospital Authority Ordinance (Cap. 113 of the Laws of Hong Kong) or a hospital for which a licence is issued under the Private Healthcare Facilities Ordinance (Cap. 633 of the Laws of Hong Kong);
2. provides twenty-four (24) hours nursing services by licensed or registered nurses;

3. has one (1) or more Psychiatrist; and
4. 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, a rehabilitation centre, an elderly home or similar establishment.

**Hospitalise and Hospitalisation** - an admission of the User to a Hospital in Hong Kong, Macau or Mainland China that is recommended by a Physician for Health Services and as an In-Patient as a result of a Medically Necessary condition. Hospitalisation shall be evidenced by a daily room charge invoiced by the Hospital and the Insured must stay in the Hospital continuously for the entire period of Hospitalisation.

**Illness** - a physical, mental or medical condition arising from a pathological deviation from the normal healthy state, including but not limited to the circumstances where signs and symptoms occur to the User and whether or not any diagnosis is confirmed.

**Injury** - bodily harm (with or without a visible wound) to the User caused solely and directly by an Accident that occurs while this Policy is in effect.

**In-Patient** – a User who is Hospitalised.

**Insured** - the person as shown on the Policy Schedule as the “Insured Person”.

**Interested Party** – You, the Insured (if different people), the Family Member and their insurance agent or representative, brothers or sisters, grandparents, grandchildren, other relatives, legal guardian, business partner, employer or employee.

**Macau** - the Macao Special Administrative Region of the People’s Republic of China.

**Mainland China** - the People’s Republic of China.

**Medically Necessary** - the need to have medical service for the purpose of investigating or treating the relevant Disability in accordance with the generally accepted standards of medical practice and such medical service must –

- a) require the expertise of, or be referred by, a Physician;
- b) be consistent with the diagnosis and necessary for the investigation and treatment of the Disability;
- 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 User, his family, caretaker or the attending Physician;
- d) be rendered in the setting that is most appropriate in the circumstances and in accordance with the generally accepted standards of medical practice for the medical services; and
- e) be furnished at the most appropriate level which, in the prudent professional judgment of the attending Physician, can be safely and effectively provided to the User.

**Mental Illness** - a diagnosable mental, behavioral, or emotional disorder of sufficient duration to meet diagnostic criteria within the most recent edition of the DSM-5. For a Mental Illness to be covered under this Policy, the First Symptoms must appear, the condition must occur and the diagnosis or treatment relating to that Mental Illness must happen one hundred and eighty (180) days after the Policy Date for the Insured; or one hundred and eighty (180) days after the Family Member Coverage Effective Date for the relevant Family Member. Diagnosis of a Mental Illness covered under this Policy must be based on the criteria under DSM-5. If the User and a Psychiatrist do not agree on the signs, symptoms or manifestation of a Mental Illness, We will follow the Psychiatrist’s professional opinion.

**Outpatient** - a User who receives services and supplies in connection with Medically Necessary

treatment in the clinic of a Physician or Psychiatrist, a day surgery centre, or in the outpatient department, emergency treatment room or day surgery centre of a Hospital.

**Panel Network** - an individual and/or a group, including Chinese Medicine Practitioner, Physician or other health care providers rendering medical check-up, dental care or colonoscopy services, professional or facility at the designated location in the District and is appointed by Us from time to time without prior notice.

**Physician or Specialist** - a person who is licensed and registered under in the Medical Registration Ordinance (Cap. 161 of the Laws of Hong Kong) and/or registered in the Specialist Register of the Medical Council of Hong Kong to practice western medical and surgical services, or is otherwise legally authorized to practice such services in the region of his or her practice. A Physician or Specialist cannot be an Interested Party unless We pre-approve in writing.

**Plan Level** - the sub-plan You selected at the application of the Policy as Plan 1, Plan 2, Plan 3, Family Plan A or Family Plan B, and is indicated in the Policy Schedule or any Endorsement issued by Us.

**Policy** - consists of the terms and conditions of this “GBAssure Outpatient Plan”, its Policy Schedule, application form, any Endorsement and / or any supplement.

**Policy Anniversary** - the same date as the Commencement Date in each succeeding year after the Commencement Date while this Policy is in effect.

**Policy Date** - the date when coverage under this Policy begins as shown in the Policy Schedule or the date that We reinstate the coverage of this Policy under Clause 3.4, whichever is later.

**Policy Owner, You or Your** - the person who owns this Policy as shown in the Policy Schedule or any Endorsement.

**Policy Schedule** – the policy schedule attached to this Policy as amended by way of Endorsement issued by Us from time to time, which contains the policy number of this Policy, the coverage details and other particulars of this Policy.

**Policy Year** - each twelve (12) month period from the Commencement Date.

**Pre-existing Condition(s)** - any Illness, Injury, physical, mental or medical condition or physiological degradation, including Congenital Condition of:

- a) the Insured, that has existed prior to the Policy Date; and/ or
- b) any Family Member, that has existed prior to the respective Family Member Coverage Effective Date.

An ordinary prudent person will be reasonably aware of a Pre-existing Condition, where –

- 1. it has been diagnosed;
- 2. it has manifested clear and distinct signs or symptoms; or
- 3. medical advice or treatment has been sought, recommended or received.

**Premier Platform** – a platform that is designated by the Panel Network for online consultation provided by Physician or other particular services.

**Psychiatrist** - a Specialist who is licensed and registered under the Specialist Register of the Medical Council of Hong Kong to practice Health Services in the specialty of psychiatry in Hong Kong in accordance with the laws of Hong Kong, or is otherwise legally authorized to practice such services in the region of his or her practice, and who is acceptable by Us. A Psychiatrist cannot be an Interested Party unless We pre-approve in writing.

**Reasonable and Customary** - in relation to a charge for Health Services, such level which does not exceed the general range of charges being charged by the relevant service providers in the locality where the charge is incurred for similar treatment, services or supplies to individuals with similar conditions, e.g. of the same sex and similar Age, for a similar Disability, as reasonably determined by Us in utmost good faith. The Reasonable and Customary charges shall not in any event exceed the actual charges incurred.

In determining whether a charge is Reasonable and Customary, We shall make reference to the followings (if applicable)-

- a) treatment or service fee statistics and surveys in the insurance or medical industry;
- b) internal or industry claim statistics;
- c) gazette published by the government of Hong Kong; and/or
- d) other pertinent source of reference in the locality where the treatments, services or supplies are provided.

**User** – the persons including the Insured or if applicable, the Family Member.

## **2 GENERAL PROVISIONS**

### **2.1 The Policy**

This Policy is governed by the laws of Hong Kong and is proof of an insurance contract between You and Us. The contract is made up of this contract document, the Policy Schedule, application form and any Endorsements.

We have issued this Policy after taking into account the information provided by You and the Insured (if they are different people) during application process and payment of the premium as shown in the Policy Schedule. The application for this Policy, any medical evidence, written statements and declarations furnished as evidence of insurability, any supplements and the Policy documents (including but not limited to the Policy Schedule and the documents referred to in this Policy) constitute the entire contract. You and the Insured are required to provide truthful and accurate information during the application of this Policy. This information provided is considered representations and not warranties.

### **2.2 Cooling-off Period**

The Policy Owner has the right to cancel this Policy by notice and obtain a full refund of any premium(s) paid by You and insurance levy paid by You without any interest, by giving a written notice to Us. Such notice must be signed by the Policy Owner and received directly by Us within twenty-one (21) calendar days immediately following either the day of delivery of this Policy or a Cooling-off Notice to You or Your nominated representative, whichever is the earlier as specified by cooling-off period principles set out by the Hong Kong insurance regulator. No refund can be made if a claim payment under this Policy has been made prior to Your request for cancellation.

### **2.3 Alterations and Company Notices**

No alterations in the terms and conditions and provisions of this Policy will be valid unless made in a written endorsement and / or any supplement to this Policy and issued by Us. Neither Our agents nor any other person are authorized to issue an Endorsement or waive any provisions of this Policy.

Any notice to be given under this Policy shall be sent to the Policy Owner by electronic means or/and by post according to the latest contact information provided by the Policy Owner. Any notice so served shall be deemed to have been duly received by the Policy Owner as follows:

1. If sent by electronic means, on the date and time transmitted; or
2. If sent by post, two (2) working days after posting.

## **2.4 Policy Owner**

As the Policy Owner, You are the only person who can request changes to, and exercise the rights related to this Policy while this Policy is in effect.

If You hold this Policy on trust for a Beneficiary by virtue of an express trust, We will consider any rights or options exercised by You in relation to this Policy as being made with the consent of, and for the sole benefit of, that Beneficiary. We will not contact the Beneficiary to confirm their consent.

You are entitled to any proceeds of this Policy that do not result from the death of the Insured. If You die, the proceeds will be paid to the appointed executors or administrators of Your estate. If You are also the Insured, the proceeds will instead be paid to the Beneficiary.

## **2.5 Beneficiary**

A Beneficiary is someone You nominate to receive proceeds of this Policy if the Insured dies. You can nominate multiple Beneficiaries as well as each Beneficiary's share of any proceeds.

During the Insured's lifetime, the Beneficiary cannot request any changes to claim benefits from, or exercise any rights in relation to this Policy.

If no Beneficiaries are nominated, or if all of the Beneficiaries die before the Insured, We will pay the proceeds to You, or the executors or administrators of Your estate (if You die).

If a Beneficiary dies before the Insured, and You do not provide an update to Your Beneficiary nomination, his or her share of the Policy benefits will be redistributed to any surviving Beneficiaries in proportion to their nominated share (or equally if no nomination has been made).

If both the Insured and a Beneficiary die in the same incident and the official time of death is the same, any Policy proceeds will be paid as if the elder of the two people had died first.

## **2.6 Change of Policy Owner and Beneficiary**

You may change the owner or the Beneficiary of this Policy while the Insured is alive and this Policy is in effect by submitting a written request to the satisfaction of Us. We will register the change in Our records when We determine that all relevant information has been received, from which time the change will be effective.

## **2.7 Change of Place of Residence or Occupation**

You must immediately inform Us if the Insured's occupation or country of residence changes. We shall have the right to re-underwrite this Policy in respect of such changes based on Our underwriting rules.

If the Insured's new occupation or country of residence is unable to be insured based on Our underwriting rules, We may at Our discretion terminate this Policy or refuse to pay any Policy benefits that become payable after the change. We shall also have the right to demand refund of the benefits previously paid to You if such benefits would not be provided for the Insured based on the new occupation or country of residence.

## **2.8 Assignment**

The rights, benefits, obligations and duties of the Policy Owner under this Policy shall not be assignable and the Policy Owner warrants that any amounts payable this Policy shall not be subject to any trust, lien or charge.

## **2.9 Basis for Offering this Policy**

We have used the information, provided by You and Insured (if different people) during the application process to determine whether to offer this Policy. If the Insured's Age or gender shown in the Policy Schedule is incorrect, We have the right to:

- 1) require You to pay Us any difference in premiums, with interest, and additional insurance levy if the premiums paid up until the mistake was discovered are lower than what should have been paid based on the Insured's correct Age or gender; or
- 2) refund any difference in premiums and insurance levy, without interest, if the premiums paid up until the mistake was discovered are higher than what should have been paid based on the Insured's correct Age or gender.

We may cancel this Policy and treat it as having never existed if (i) any information provided by You and the Insured during the application process is incorrect and if, based on the correct information, We would not have offered this Policy; or (ii) any material facts were not disclosed during the application process which may affect Our risk assessment.

In this situation, We will refund any premium(s) and insurance levy(ies) paid without interest after deducting any benefits that We have paid. We shall also have the right to demand from You refund of the benefits previously paid out of this Policy. We will send written notification of the cancellation to Your address in Our records.

## **2.10 Cancellation**

While this Policy is in effect and the Insured is alive, You can request to cancel this Policy by sending Us a completed form or by any other means acceptable by Us, and subject to Our applicable rules and procedures. This Policy has no cash values and no benefits will be payable upon Cancellation. This Policy will be terminated on the date We approve the request.

The renewal of this Policy is not guaranteed. We reserve the absolute right to terminate this Policy at any time, by giving a written notice to You at Your last known address, stating when, not less than thirty (30) days thereafter, such termination shall be effective. The mailing of such notice shall be sufficient proof of notice. The effective date of termination stated in the notice shall be considered the end of the period of this Policy. The unearned portion of the premium and corresponding portion of levy (if any and if applicable) of the relevant Policy Year when the termination takes place shall be refunded without interest, after deducting any amounts You owe to Us under this Policy.

#### **2.11 Payment Currency**

All amounts that We or You are required to pay in relation to this Policy are payable in Hong Kong Dollars, unless We nominate a different currency in the Policy Schedule or any Endorsement.

We will convert any amounts payable into Hong Kong Dollars at a reasonable foreign currency exchange rate that We choose. We are not legally responsible for any exchange rate-related losses incurred.

#### **2.12 Non-Participating**

This Policy does not participate in the divisible surplus of Our life insurance funds.

#### **2.13 Contracts (Rights of Third Parties) Ordinance**

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

#### **2.14 General Interpretation and Application**

Where the context requires, words importing one gender shall include the other gender, and singular terms shall include the plural and vice versa. Headings are for convenience only and shall not affect the interpretation of this Policy. References to sections, clauses, provisions and schedules are to sections, clauses, provisions and schedules to this Policy. Should any conflict arise in respect of the interpretation of any provision in this Policy and any other product and promotional material otherwise produced by Us, then the provisions of this Policy shall prevail.

#### **2.15 Governing Law**

This Policy is issued in Hong Kong and shall be governed by and construed in accordance with the laws of Hong Kong. The Company and Policy Owner agree to be subject to the exclusive jurisdiction of the Hong Kong courts.

### **3 PREMIUMS AND REINSTATEMENT PROVISIONS**

#### **3.1 Payment of Premiums**

The first premium is due on the Commencement Date. If this is not paid within thirty (30) days of the Policy Date, this Policy will be automatically cancelled and considered as having never existed. In this situation, We will not be legally obliged to pay any benefits from this Policy.

Subsequent premiums must be paid until the Expiry Date. Premiums must be paid at a frequency We agree with You. Premium once paid shall not be refundable, unless otherwise specified in this Policy.

We provide a 30-day grace period from the due date of each subsequent premium. This Policy will continue to be in effect during the grace period but no benefits will be payable unless the premium is paid.

Subject to Clause 4.1.2, You shall be responsible for the charge if any User has received any Health Services from Panel Network during the grace period.

If We still do not receive a premium within the 30-day grace period, We will forcibly terminate this Policy effective from the date the first unpaid premium was due.

#### **3.2 Renewal**

Subject to Clause 2.10, We will automatically renew this Policy at each Policy Anniversary until the Expiry Date if the premiums are paid when due and We continue to offer this GBAssure Outpatient Plan.

We have the right to review and adjust the Policy's premium each Policy Anniversary. We determine the premium rates for each renewal based on factors including but not limited to the Age of the Insured at the time of renewal, claims experience, medical inflation, policy persistency and expenses, provided any premium review will be applied to all other policies of the same kind, and these premium rates are not guaranteed.

#### **3.3 Deduction of Outstanding or Unpaid Premium and Insurance Levy**

If there are any outstanding or unpaid premium(s) and/or insurance levy(ies) under this Policy, We will deduct these amounts from any benefits or proceeds payable under this Policy.

#### **3.4 Reinstatement**

We may agree to reinstate this Policy if it was terminated because of unpaid premiums. In order to reinstate this Policy, You must:

- 1) apply to Us in writing within one (1) year of termination of this Policy;
- 2) provide Us with satisfactory evidence that the Insured still qualifies for this Policy based on the same factors that We used when assessing the initial application; and
- 3) repay all unpaid premiums (with interest at an interest rate that We set) and any outstanding insurance levy(ies).

We may refuse the application for reinstatement or may adjust the terms and conditions of this Policy. If We accept the application for reinstatement, this Policy will recommence from a date that We determine. No coverage is provided under this Policy during the period starting from the date on which the Policy lapses until the date of reinstatement.

## **4 BENEFITS PROVISIONS**

### **4.1 General Conditions of the Benefits**

#### **4.1.1 Appointment of Panel Network by Us**

Health Services stated in Clauses 4.2 to 4.5, Dental Care stated in Clause 4.7, Medical Check-up stated in Clause 4.8 and Colonoscopy Benefit stated in Clause 4.9 are provided by Panel Network. Upon receiving the Health Services, medical check-up, dental care or colonoscopy services, the Users will be subject to the terms and conditions of the Panel Network.

We are not the supplier of such services and make no representation, warranty or undertaking as to the availability and quality of any service provided by Panel Network. We shall not accept any responsibility or liability for their services, prescriptions, medications, products and/ or goods supplied (if applicable), opinions, treatment, negligence, omission or failure to act by the Panel Network.

We shall have the right to replace or revise any of such Panel Network and the location of their services or cease and/or suspend the provision of such services without prior notice.

The Panel Network and its personnels are not Our agents or employees, and are solely responsible for any acts or omissions in the Health Services, medical check-up, dental care or colonoscopy services they provide.

#### **4.1.2 Information Disclosed to Panel Network by You or the User, and the Usage of the Health Services, medical check-up, dental care, or colonoscopy services provided by Panel Network**

You, or the User shall make appointment at the Booking Platform and are subject to the terms and conditions of the Panel Network when using the Booking Platform or receiving any Health Services, medical check-up, dental care or colonoscopy services provided by the Panel Network, including the terms and conditions relating to the confidentiality, data privacy and security.

We shall not be obliged to maintain any information of the User provided by You or the User to the Panel Network. Any information You or the User disclosed to the Panel Network shall not be regarded as disclosing the same to Us, it shall not affect Our right to contest any policy We had issued on, or Our underwriting decision on the policy application for the respective User.

We shall not accept any responsibility for the use of, as well as any loss incurred by using the Booking Platform by any person including but not limited to its availability, quality, content and any system or network failure.

The User shall present the original copy of the valid identity card, passport and/ or any other valid identification document(s) reasonably required by the Panel Network before

receiving Health Services, medical check-up, dental care or colonoscopy services. You are required to settle the Co-payment (if applicable) as set out in Policy Schedule or any Endorsement directly with the Panel Network after receiving Health Services, medical check-up, dental care or colonoscopy services.

Before receiving the Health Services stated under Clauses 4.4 and 4.5, You or the User shall also present the referral made by the Panel Network's Physician to the Panel Network, otherwise, the User will not be eligible for such services, and We shall not be liable for any loss that You or the User may suffer.

Before receiving the dental care, medical check-up and colonoscopy services stated respectively under Clauses 4.7, 4.8 and 4.9, You or the User shall also present the coupon(s) issued by Us to the Panel Network, otherwise, the User will not be eligible for such services, and We shall not be liable for any loss that You or the User may suffer.

For the avoidance of doubt, You shall be responsible for the charge imposed by the Panel Network if the User has received any Health Services, medical check-up, dental care or colonoscopy services covered under this Policy during the grace period (as set out in Clause 3.1), unless You pay the renewal premium.

You are required to pay the Panel Network directly for the charge incurred by the User who receives any services, treatment or medicine which are not covered under this Policy or beyond the limits as set out in Policy Schedule or any Endorsement, or items or services which are not listed under the coupons You received in accordance to Clauses 4.7, 4.8 and 4.9.

If You have not fully settled the outstanding amount including but not limited to Co-payment (if applicable), you are unable to receive any Health Services, medical check-up, dental care or colonoscopy services from the Panel Network.

Acceptance of Health Services by any User under this Policy during the cooling-off period indicates an immediate forfeiture of the cooling-off right.

#### 4.1.3 Geographic Limitation

While this Policy is in effect, We shall cover the Health Services, medical check-up, dental care, colonoscopy services and Psychiatric Consultation in accordance with the benefit items specified in Clauses 4.2 to 4.9, subject to any Co-payment, any Coinsurance and/ or up to the limits for the respective Plan Level as set out in the Policy Schedule or any Endorsement and the following geographic limitation:

Benefit items	District		
	Hong Kong	Designated Mainland GBA Cities	Macau
4.2.1 General Practitioner Face-to-Face Consultation	Available in clinics of the Panel Network		
4.2.2 General Practitioner Online Consultation with Medicine Delivery	Available in clinics of the Panel Network		Not applicable

Benefit items		District		
		Hong Kong	Designated Mainland GBA Cities	Macau
4.3	General Online	Available in clinics under Premier Platform of the Panel Network	Available in clinics of the Panel Network	Not applicable
4.4	Chinese Medicine Face-to-Face Consultation	Not applicable	Available in clinics of the Panel Network	
4.5	Laboratory Tests and Diagnostic Imaging			
4.6	Psychiatric Consultation	- Consultation in Mainland China (Outpatient department of Hospital), Hong Kong and Macau is accepted - Panel Network is not applicable		
4.7	Dental Care	Available in clinics of the Panel Network		
4.8	Medical Check-up	Available in clinics of the Panel Network	Not applicable	
4.9	Colonoscopy Benefit	Not applicable	Available in clinics of the Panel Network	Not applicable

#### 4.1.4 Addition or Removal of Family Member (only applicable if Plan Level is Family Plan A or Family Plan B)

While this Policy is in effect, You may nominate Family Member through Our prescribed form and declare:

- the relationship of You and Family Member;
- the Family Member is at seventy-five (75) or below (actual age) on the date of signing the Policy application; and
- You have pecuniary interest in the life of Your child(ren) who is/are age eighteen (18) or above (actual age), parent of You or Your Spouse,

We will confirm Your nomination in writing and specify the date the coverage of the relevant Family Member starts after We receive the prescribed forms, documents or information from You to Our satisfaction.

Subject to the limits imposed on each Family Member and/ or each Policy as set out in the Policy Schedule or any Endorsement, each Family Member is eligible for the benefits stated in Clauses 4.2 to 4.8, and benefit stated in Clause 4.9 subject to Your allocation of the colonoscopy coupons, the abovementioned coverage on Family Member will terminate on the earliest of the following:

- a) the date of death of the relevant Family Member;
- b) the date of termination of this Policy pursuant to Clause 7;
- c) the Policy Anniversary immediately after the eightieth (80<sup>th</sup>) birthday of the relevant Family Member; or
- d) the date specified in Our written confirmation of your request to remove the relevant

Family Member from this Policy.

Regardless of the number of Family Member under this Policy, the total number of visits and total benefit amount are subject to the limits as set out in the Policy Schedule or any Endorsement.

We may regard Your nomination of Family Member as having never existed if:

- a) any information of Family Member including but not limited to age, gender and other material facts, provided by You at the time of nomination is incorrect and if, based on the correct information, We would not have confirmed the coverage of related Family Member under this Policy; or
- b) any material facts were not disclosed at the time of nomination which may affect Our risk assessment.

While this Policy is in effect, You may inform Us in writing to remove any Family Member from the Policy. We will confirm You in writing and specify the date the coverage of related Family Member terminates after receiving Your written notification to Our satisfaction.

## **4.2 General Practitioner Consultation**

### **4.2.1 General Practitioner Face-to-face Consultation**

If the User requires any Health Services due to Disability while this Policy is in effect, We will cover the face-to-face consultation of the User with a Physician of the Panel Network in the District specified in Clause 4.1.3 on an Outpatient basis for the Disability of the User and the prescription of up to three (3) days of Basic Medication per visit.

We shall only cover a maximum of one (1) visit per day to either:

- General Practitioner Face-to-face Consultation under this Clause; or
- General Practitioner Online Consultation with Medicine Delivery as specified in Clause 4.2.2,

for each User, subject to the Co-payment and the limits as set out in the Policy Schedule or any Endorsement.

### **4.2.2 General Practitioner Online Consultation with Medicine Delivery**

If the User requires any Health Services due to a Disability while this Policy is in effect, We will cover the online consultation of the User with a Physician of the Panel Network in the District specified in Clause 4.1.3 for the Disability of the User and the prescription of up to three (3) days of Basic Medication per visit.

Both the User and the Physician shall be physically at the same District as specified in Clause 4.1.3 during the online consultation, otherwise, the User is not eligible for the online consultation or any Health Services and We shall not be liable for any loss that You or the User may be suffered.

Panel Network shall deliver the Basic Medication prescribed by its Physician during the online consultation to the User's address which shall be in the District same as that of the online consultation took place.

We shall waive the Co-payment amount as set out in the Policy Schedule or any Endorsement if there is no prescription.

This benefit is not applicable to any User who is at actual age five (5) or below on the date of receiving the General Practitioner Online Consultation with Medicine Delivery.

We shall only cover a maximum of one (1) visit per day to either:

- General Practitioner Face-to-face Consultation as specified in Clause 4.2.1; or
- General Practitioner Online Consultation with Medicine Delivery under this Clause,

for each User, subject to the Co-payment and the limits as set out in the Policy Schedule or any Endorsement.

#### **4.3 Additional General Practitioner Online Consultation**

If the User requires any Health Services due to a Disability while this Policy is in effect and the limits of the corresponding Policy Year in relation to Clauses 4.2.1 and 4.2.2 as set out in Policy Schedule or any Endorsement has been used up, We will cover the online consultation of the User with a Physician of the Panel Network in the District specified in Clause 4.1.3 for the User's Disability without any prescribed medicine and medicine delivery.

Both the User and the Physician shall be physically at the same District as specified in Clause 4.1.3 during the online consultation, otherwise, the User is not eligible for the online consultation or any Health Services and We shall not be liable for any loss that You or the User may be suffered.

We will only cover one (1) visit per day for each User under this Clause, subject to the Co-payment and the limits set out in the Policy Schedule or any Endorsement.

This benefit is not applicable to any User who is at actual age five (5) or below on the date of receiving the Additional General Practitioner Online Consultation.

#### **4.4 Chinese Medicine Practitioner Face-to-face Consultation**

If the User requires any Health Services due to Disability while this Policy is in effect, We shall cover the face-to-face consultation of the User with a Chinese Medicine Practitioner on an Outpatient basis in the District specified in Clause 4.1.3 upon the referral of the Physician of the Panel Network, including the prescription of up to three (3) days of Chinese medicine per visit, subject to the Co-payment and the limits as set out in the Policy Schedule or any Endorsement.

For avoidance of doubt, We shall not cover bone-setting, acupuncture, acupressure or tui na under this benefit.

We will only cover one (1) visit per day for each User under this Clause, subject to the Co-payment and the limits set out in the Policy Schedule or any Endorsement.

#### **4.5 Laboratory Tests and Diagnostics Imaging**

If the User requires any Health Services due to Disability while this Policy is in effect, We shall cover the laboratory tests and diagnostics imaging received by the User upon the

referral of the Physician of the Panel Network, up to the limits set out in the Policy Schedule or any Endorsement.

The User shall receive the laboratory tests and diagnostics imaging according to a prescribed list set by the Panel Network in the District specified in Clause 4.1.3 and We will not cover any service designated by You or the User under this Clause.

This benefit is not applicable if Plan Level is Plan 1 or Family Plan A.

#### **4.6 Psychiatric Consultation**

Subject to Clause 5.3, while this Policy is in effect, if the User has undergone an Outpatient consultation with a Psychiatrist solely relating to such Mental Illness in the Mainland China, Hong Kong or Macau, We will reimburse the Eligible Expenses of such consultation and only cover one (1) visit per day for each User, subject to the Coinsurance and the limits as set out in the Policy Schedule or any Endorsement.

If User receives the psychiatric consultation in the Mainland China, We shall only cover psychiatric consultation received in the Outpatient department of a Hospital.

If You or the User can obtain a refund of any expenses under this benefit from any other sources, We will only pay for any excess costs of these expenses up to the limit set out in the Policy Schedule or any Endorsement. If We have paid a benefit which is recoverable from another source, You must refund this amount to Us.

This benefit is not applicable if Plan Level is Plan 1 or Plan 2.

#### **4.7 Dental Care**

While this Policy is in effect and starting from the first (1<sup>st</sup>) Policy Anniversary, We will issue dental check-up coupons annually for each User to receive routine oral examination including scaling and polishing prophylaxis from the Panel Network in the District specified in Clause 4.1.3, subject to any Co-payment and the limits set out in the Policy Schedule or any Endorsement, and the prevailing terms and conditions as specified in coupon.

We reserve the right to amend the terms and conditions of the service provided and the location of the services without prior notice to You and / or the User.

#### **4.8 Medical Check-up**

While this Policy is in effect and starting from the first (1<sup>st</sup>) Policy Anniversary, We will issue medical check-up coupon annually for each User to receive medical check-up services as specified in the coupon at the Panel Network in the District specified in Clause 4.1.3 subject to the limits set out in the Policy Schedule or any Endorsement, and the prevailing terms and conditions specified in the coupon.

We reserve the right to amend the terms and conditions of the service provided and the location of the services without prior notice to You and / or the User.

This benefit is not applicable if Plan Level is Plan 1 or Family Plan A.

#### **4.9 Colonoscopy Benefit**

While this Policy is in effect and starting from the first (1<sup>st</sup>) Policy Anniversary, We will issue colonoscopy coupon every three (3)-year for User to receive colonoscopy services including all relevant polypectomy on an Outpatient basis and all relevant histopathology examination as specified in the coupon at the Panel Network in the District specified in Clause 4.1.3, subject to any Co-payment and the limits set out in the Policy Schedule or any Endorsement, and the prevailing terms and conditions as specified in the coupon.

We reserve the right to amend the terms and conditions of the service provided and the location of the services without prior notice to You and / or the User.

#### **4.10 Death Benefit**

Subject to Clause 5.2, for Insured who dies while this Policy is in effect, We shall, upon receipt of due proof of the death and any other documents as required by Us, pay to the Beneficiary an amount specified in the Policy Schedule or any Endorsement.

#### **4.11 Accidental Death Benefit**

Subject to Clause 5.2, for Insured who dies as a result of an Accident within one hundred and eighty (180) days of the Accident while this Policy is in effect, We shall, pay to the Beneficiary an amount specified in the Policy Schedule or any Endorsement in addition to the Death Benefit as specified in Clause 4.10.

#### **4.12 Revision of Benefits**

We reserve the right to revise, amend or modify this Policy, including the premium, due to factors including but not limited to claims experience, medical inflation, policy persistency and expenses provided any premium review will be applied to all other policies of the same kind, once We notify You in writing at least thirty (30) days before the Policy Anniversary after which the revisions will take effect.

#### **4.13 No Interest on Benefits**

The benefits payable under this Policy shall not carry any interest.

## **5 EXCLUSIONS**

### **5.1 General Exclusions**

Except the death benefits stated under Clauses 4.10 and 4.11, We do not cover any conditions, events, services or treatments relating to or arising as a direct or indirect result of any of the following:

- a) Pre-existing Conditions.
- b) Health Services provided as a result of any Disability arising from or consequential upon the dependence, overdose or influence of drugs, alcohol, narcotics or similar drugs or agents, self-inflicted injuries or attempted suicide, illegal activity, HIV Infections, venereal and sexually transmitted disease or its sequelae.

- c) Disability arising from war (declared or undeclared), civil war, invasion, acts of foreign enemies, hostilities, rebellion, revolution, insurrection, military or usurped power, acts of terrorism, or direct participation in strike, riot or civil commotion.
- d) Accident arising from directly or indirectly from hazardous or professional sports.
- e) Any services for beautification or cosmetic purposes; or correcting visual acuity or refractive errors that can be corrected by fitting of spectacles or contact lens, including but not limited to eye refractive therapy, LASIK and any related tests, procedures and services.
- f) Except as otherwise specified in Clause 4.6, Health Services or counselling services, relating to maternity conditions and its complications, including but not limited to diagnostic tests for pregnancy or resulting childbirth, abortion or miscarriage; birth control or reversal of birth control; sterilisation or sex reassignment of either sex; infertility including in-vitro fertilisation or any other artificial method of inducing pregnancy; or sexual dysfunction including but not limited to impotence, erectile dysfunction or pre-mature ejaculation, regardless of cause.
- g) Except as otherwise specified in Clause 4.7, dental treatment and oral and maxillofacial procedures performed by a dentist.
- h) Except as otherwise specified in Clauses 4.8, prophylactic treatment or preventive care, including but not limited to general check-ups, routine tests, screening procedures for asymptomatic conditions, immunisation and health supplements.
- i) Except as otherwise specified in Clause 4.4, traditional Chinese medicine treatment, including but not limited to herbal treatment, bone-setting, acupuncture, acupressure and tui na, and other forms of alternative treatment including but not limited to hypnotism, qigong, massage therapy, aromatherapy, naturopathy, hydrotherapy, homeotherapy and other similar treatments.
- j) Acupuncture, pilates, shockwave including those performed by physiotherapist; dietician consultation services.
- k) Female hormonal tests or assays and female hormonal replacement therapy unless resulting from an illness.
- l) Medication other than Basic Medication, for example certain specific treatments - anti-viral, anti-cancer, anti-TB, hormonal replacement and other expensive medications such as hormone analogues/antagonists.
- m) Experimental or unproven medical technology or procedure in accordance with the common standard, or not approved by the recognised authority, in the locality where the treatment, procedure, test or service is received.

## 5.2 Suicide

If the Insured dies by suicide, whether sane or insane, within thirteen (13) calendar months from the Policy Date, Our liability shall be limited to the amount equal to the premiums paid without interest, less any outstanding insurance levy and any benefit which has been paid under this Policy.

## 5.3 Waiting Period

We will not pay the Psychiatric Consultation specified under Clause 4.6, where the Insured's First Symptoms:

- a) relating to the relevant Mental Illness appear, the condition relating to the relevant Mental Illness occurs, or the diagnosis or surgery relating to the relevant Mental Illness occurs within the first one hundred and eighty (180) calendar days from the Policy Date; or
- b) relating to the relevant Perinatal Depression appear, the condition relating to the

relevant Perinatal Depression occurs, or the diagnosis or surgery relating to the relevant Perinatal Depression occurs within the first two (2) years from the Policy Date.

If the Plan Level is Family Plan A or Family Plan B, We will not pay the Psychiatric Consultation specified under Clause 4.6, where the Family Member's First Symptoms:

- a) relating to the relevant Mental Illness appears, the condition relating to the relevant Mental Illness occurs, or the diagnosis or surgery relating to the relevant Mental Illness occurs within the first one hundred and eighty (180) calendar days from the Family Member Coverage Effective Date of the relevant Family Member; or
- b) relating to the relevant Perinatal Depression appears, the condition relating to the relevant Perinatal Depression occurs, or the diagnosis or surgery relating to the relevant Perinatal Depression occurs within the first two (2) years from the Family Member Coverage Effective Date of the relevant Family Member.

## **6 CLAIM PROVISIONS**

### **6.1 Notice of Claim**

You must inform Us as soon as possible, and no later than six (6) months of the User's consultation date at Psychiatrist or the date of death of the Insured, for which a claim will be made on this Policy. We have the right to reject any written claims submitted after this six (6) month notice period.

You do not need to inform Us about Your receipt of Health Services under Clauses 4.2 to 4.5, Dental Care under Clause 4.7, Medical Check-up under Clause 4.8 or Colonoscopy Benefit under Clause 4.9 provided by Panel Network.

### **6.2 Proof of Loss**

Once We are notified of a potential claim, We will provide the forms needed to apply for a claim. The claim must be lodged using Our standard forms and We must be provided with any information and documents (including original receipts and proof of the User's country of residence) that We need to process the claim.

These forms and any supporting evidence must be submitted to Us within ninety (90) days from the date We first requested the proof, or as soon as is reasonably possible, but not exceeding one hundred and eighty (180) days from the date We first requested the proof (unless You are legally incapacitated from doing so).

You are legally responsible for all costs incurred in gathering any necessary documents to support this claim, including death certificates and other evidence. We may also require the User to undergo a medical examination, at Our expense, by a Psychiatrist or Physician of Our choice in Hong Kong.

### **6.3 Proof of Occurrence of Insured Event**

Proof of occurrence of any insured event must be supported by:

- a. a Psychiatrist in the case of making a claim for the Psychiatric Consultation under Clause

- 4.6;
- b. death certificates and other evidence to the satisfaction of Us in the case of making a claim for Death Benefit or Accidental Death Benefit respectively under Clauses 4.10 or 4.11.

We must be satisfied with the proof of the occurrence of any insured event. We reserve the right to require the User to undergo an examination or other reasonable tests to confirm the occurrence of an insured event.

All certificates, information and evidence required by Us will be furnished at the expense of the claimant.

The User will, at Our request and expense, submit to a medical examination by a Psychiatrist or Physician designated by Us in Hong Kong, when and so often as We may reasonably require.

#### **6.4 Payment of Claim**

We will pay benefits from this Policy to You or the Beneficiary in accordance with Clauses 2.4 and 2.5. Our obligations for that benefit are fulfilled once You or the Beneficiary confirm they have received the benefit payment.

We will deduct any unpaid premiums owed to Us from any benefits that are payable. No interest will be payable on any benefits payable by this Policy.

#### **6.5 Legal Action**

If a claim is false, fraudulent, intentionally exaggerated or if any person has used fraudulent means to attempt to claim a benefit, We will terminate this Policy immediately without refunding the premiums and insurance levy paid. We will also recover any benefit which We paid but which should not have been paid because of this fraud.

### **7 TERMINATION PROVISIONS**

This Policy shall terminate on the earliest of the following:

1. The date of death of the Insured;
2. The Expiry Date of the Policy;
3. The date of cancellation as specified in Clause 2.10. Such date is determined in accordance with Our applicable rules and regulations in relation to Policy cancellation; or
4. On the premium due date, if You have not paid the premium within the thirty (30)-day grace period.

## **8 DECLARATION RELATING TO THE FOREIGN ACCOUNT TAX COMPLIANCE ACT AND AUTOMATIC EXCHANGE OF FINANCIAL ACCOUNT INFORMATION**

The Policy Owner acknowledges that We and/or Our affiliates are obliged to comply with legal and/or regulatory requirements in various jurisdictions as promulgated and amended from time to time, such as the United States Foreign Account Tax Compliance Act, and the automatic exchange of financial account information regime ("AEOI") followed by the Inland Revenue Department (the "Applicable Requirements"). These obligations include providing information of clients and related parties (including personal information) to relevant local and international authorities and/or to verify the identity of the clients and related parties. In addition, Our obligations under the AEOI are to:

1. identify accounts as non-excluded "financial accounts" ("NEFAs");
2. identify the jurisdiction(s) in which NEFA-holding individuals and NEFA-holding entities reside for tax purposes;
3. determine the status of NEFA-holding entities as "passive non-financial entities (NFEs)" and identify the jurisdiction(s) in which their controlling persons reside for tax purposes;
4. collect information on NEFAs ("Required Information") which is required by various authorities; and
5. furnish Required Information to the Inland Revenue Department.

Policy Owner has to provide a copy of his/her identification document to the Company within thirty (30) days from the Commencement Date, otherwise this Policy will be suspended and refrained from carrying out further transactions. The Policy Owner agrees that from time to time the Company shall have the right to request from the Policy Owner, and disclose to relevant authority(ies), various information about the Policy Owner, the Beneficiary and this Policy as required under Applicable Requirements for the following purposes:

1. for Us to issue this Policy to the Policy Owner;
2. for Us to provide benefits available to the Policy Owner and / or the Beneficiary under the terms of this Policy; and / or
3. for this Policy to remain in force in accordance with its terms.

In addition, the Policy Owner agrees to notify Us in writing within thirty (30) days if there is any change of any of the information previously provided to Us (whether at time of application or at any other time).

If the Policy Owner does not provide such information within a time period as reasonably requested by Us, notwithstanding any other provisions of this Policy, We shall be entitled to the extent permitted by Applicable Requirements,

1. report this Policy and/or information about the Policy Owner and/or the Beneficiary to relevant authority(ies);
2. terminate this Policy and return to the Policy Owner the surrender value (if any) without interest which shall be calculated pursuant to applicable terms and conditions under this Policy net of any outstanding amounts relating to this Policy; or
3. take any such other action(s) as may be reasonably required including but not limited to making adjustments to the values, balances, benefits or entitlements under this Policy.

Prior to the expiry of such time period and notwithstanding any other provisions of this Policy, We shall have the sole discretion to suspend or defer any transaction or provision of any services to the Policy Owner under this Policy, including the payment of any benefit, if any information reasonably requested by Us under Applicable Requirements remains outstanding.