

CORPORATE PLAN TERMS & CONDITIONS

PALLASHEALTH

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Please print only if necessary



1. Our Contract With the Policyholder

- 1.1 These terms and conditions need to be read together with the *schedule*, the *namelist*, the *benefits schedule* we have most recently sent to the *policyholder*, and any endorsement(s). All of these documents, together with the statements made in *your* application and any documents enclosed with or referred to in *your* application make up this contract of insurance.
- 1.2 This contract uses defined terms which appear in *italics*. Defined terms have the same meaning wherever they appear. The meaning given to a defined term can be found in the definitions section at the end of these terms and conditions.
- 1.3 This contract should be carefully examined by the *policyholder* to ensure the correct and appropriate cover has been selected.

2. What Is Covered?

- 2.1 Once the premium has been paid and subject to the waiting periods set out in clause 6, we will cover *you* for *expenses* up to the *amount of cover*.
- 2.2 All *expenses* will be paid excess of any *deductible* that applies and after we have applied any *co-insurance percentage*.
- 2.3 If three or more members of *your* family are *injured* in the same *accident* whilst covered under this contract, we will pay *expenses* excess of only one *deductible*, which shall be the largest of the *deductibles* which would have otherwise applied.
- 2.4 Each and every payment of *expenses* will erode the *amount of cover* corresponding to the category of benefit in the *benefits schedule* to which it is most closely related. Once an *amount of cover* has been exhausted, it will not be reinstated until the next *period of insurance*.
- 2.5 All *expenses* we pay during the *period of insurance* will be added together. If the total of *expenses* we pay during the *period of insurance* reaches USD 3 million, we will have no further liability under this contract until the next *period of insurance*.
- 2.6 *Expenses* will be paid to *you* or *your* legal representatives, whose receipt discharges *our* liability for those *expenses*. We may, in *our* absolute discretion, pay *expenses* to a provider of services, but we will not do so where we have been told in writing by *you* or *your* legal representative not to pay *expenses* to them.

3. Where Are You Covered?

- 3.1 *Your* area of cover as stated on the *schedule*.

4. Who Is Covered?

- 4.1 Employees and their *dependants* (if applicable) of the *policyholder* whose names appear on the *namelist*.

5. Period Of Cover, Premium Payment And Renewal

- 5.1 The minimum initial *period of insurance* is 12 months.
- 5.2 Once the minimum initial *period of insurance* has ended, cover will be renewed at a rate determined by us for a further period of 12 months.

6. Waiting Periods

- 6.1 Maternity Benefits: Cover under the Maternity Benefits and *complications of pregnancy* section of the *benefits schedule* will take effect once *you* have renewed cover after the initial minimum *period of insurance* has come to an end.
- 6.2 *Major dental treatment; Dental prostheses; Dental surgery; Periodontics: expenses* incurred within 10 months from the first day of *your* initial *period of insurance* under Module IV - Dental & Optical Benefits are excluded.
- 6.3 *Newborn Cover*: Cover under the Newborn section of the *benefits schedule* will take effect once a mother has been covered by us for 12 months and cover is renewed.

7. Children Born Or Adopted During The Period Of Insurance

- 7.1 A child born after the 12 month waiting period has come to an end, to a mother who has renewed cover with us, will be covered regardless of any *pre-existing* or *congenital condition*, but only after we have been given the child's name, gender, and date of birth and if the premium of the child has been paid within 60 days of birth. The cover available for the child will match the benefits available to the mother or parent at the time of the child's birth.

- 7.2 A Medical Questionnaire must be completed for any child; born during the 12 month waiting period to a mother we cover under this contract; or
- 7.2.1 born on behalf of a mother we cover under this contract; or
- 7.2.2 adopted by a parent we cover under this contract; or
- 7.2.3 born following *assisted conception*.

7.2.4 If we agree to provide cover for any child which falls under the section 7.2, the cover available will match the benefits available to the mother or parent at the time of the child's birth or adoption, but will exclude cover for *disabilities* which start within 15 days of birth or for special care or treatment for a *congenital condition* or premature birth.

8. Cancellation

- 8.1 The minimum *period of insurance* is 12 months and cannot be cancelled.

9. Failure To Disclose Material Facts

- 9.1 If the application for cover, including any document submitted with the application, contains false statements made with actual intent to deceive or which induce us to provide cover to *you*, this contract shall be void in its entirety.

10. Material Changes (Condition Precedent)

- 10.1 *You* must inform us as soon as reasonably practicable of:
- 10.1.1 Any change in *your* name, residential address or correspondence address.
- 10.2 Failure to give the required notice under this clause will result in us having no liability under this contract for *expenses*.

11. Notification, Proof Of Claim And Cooperation

- 11.1 *You* must notify us immediately of any *confinement*, and such notification must provide the name and contact details of the *hospital*. Notifications may be made by telephone, fax or e-mail.
- 11.2 Any claim for reimbursement of *expenses* shall include supporting documents showing a breakdown of *expenses*, the diagnosis of the condition treated, evidence of payment by *you* and a claim form with relevant sections completed. Claims can be submitted
- 11.2.1 to us by mail to *our* address, attaching original documents or
- 11.2.2 to us by email to pallasclaims@april.com including copies of supporting documents.
- 11.2.3 to us by fax to (852) 2526 0769 including copies of supporting documents.
- 11.3 In case of submission of claims by email or fax, *you* should retain the original documents. We reserve the right to request the original documents.
- 11.4 Claims for *expenses* should be presented to us within 90 days from the date *you* incurred the *expenses*.
- 11.5 Where it is not reasonably possible to present all the required documents to us within this period, they must be presented to us within 365 days from the date *you* incurred the *expense*.
- 11.6 On receipt of a properly completed claim form, we may ask for further documents and information. We may also ask *you* to undergo a medical examination at *our* expense. We may also exercise *our* right to require a post mortem examination, where this is not forbidden by law.
- 11.7 *You* and *your* representatives must fully cooperate with us and *our* appointed agents in connection with any claim for *expenses* presented to us. *Your* cooperation may include, but is not limited to, providing any document we reasonably need to obtain information relevant to *your* claim, from any source, including a doctor or *hospital*.
- 11.8 We are entitled to obtain any medical records, reports, statements or other information about *your* state of health and to contact any *hospital*, *physician* or other medical practitioner who is or has been treating *you* for physical or mental *illness* or *injury*.

12. Settlement Etc. Of Claims (Condition Precedent)

- 12.1 *You* must not negotiate, settle, compromise, release or otherwise discharge any claim *you* may have against someone and which has given rise to an *illness* or *injury*, without *our* prior written agreement. Failure to obtain *our* prior written agreement will result in us having no liability under this contract for *expenses*.

13. Settlement of Claims against Third Parties

13.1 We may take proceedings in *your* name, but at *our* expense, to recover any amount we pay under this contract.

14. Right Of Recovery

14.1 If we pay, or authorise payment of, *expenses* and later find that *you* were not entitled to that payment for any reason, we reserve the right to claim the payment back from *you*.

15. Other Insurance Or Indemnity

15.1 If, during the *period of insurance*, other medical or accident insurance or another source of indemnity covers *you* for *expenses* relating to an *illness* or *injury* which are also covered by this contract, *you* must seek recovery from such protection and such recovery will be reduced from the payment made under this policy.

16. Changes To The Contract

16.1 Any changes to this contract will appear in one or more endorsements and will take effect only when an endorsement has been signed by *our* authorised signatory.

17. Governing Law And Jurisdiction

17.1 This contract is governed by, and is to be interpreted according to, the laws of the Hong Kong Special Administrative Region.
17.2 Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any terms of this Policy.

18. Sanctions and Compliance with Laws

18.1 This insurance does not apply to the extent that trade or economic sanctions or other similar laws or regulations prohibit the coverage provided by this insurance.

19. Arbitration And Time Limits

19.1 *You* agree that:

19.1.1 Any dispute or difference arising out of, or in connection with, this contract must first be referred to mediation at the Hong Kong International Arbitration Centre (HKIAC) and in accordance with the HKIAC's mediation rules. If the mediation is abandoned by the mediator or otherwise ends without the dispute or difference being resolved, the dispute or difference must be referred to, and resolved by, arbitration at the HKIAC and in accordance with the HKIAC's domestic arbitration rules.

19.1.2 If the dispute or difference arising out of or in connection with this contract requires medical knowledge (including, but not limited to, questions relating to the *amount of cover* for any medical service or an operation not listed in the *benefits schedule*) the mediator or arbitrator may, in *our* reasonable discretion, be a registered medical practitioner or a consultant specialist, surgeon, or *physician*.

19.1.3 If we refuse to pay any *expenses* and a dispute or difference arising from that refusal is not referred to mediation and, if necessary, arbitration, within 12 months from the date of refusal, any claim against *us* arising from that dispute or difference will be barred.

20. Absolute Ownership

20.1 Unless an endorsement states otherwise, we shall treat the *policyholder* as the absolute owner of this contract and we are not bound to recognise any other claim to, or interest in, this contract.

21. Exclusions

This contract does not cover:

21.1 A *pre-existing condition* or related, associated or consequential *illness* or *injury* which is not disclosed to *us* before the *period of insurance* and which we have not agreed in writing to cover under this contract.

21.2 Treatment, care or a test which is not *medically necessary* or which is covered by insurance or a source of indemnity (collectible or otherwise) other than this contract.

21.3 Vitamins, nutritional supplements, chelation therapy, hydro colon

therapy, counselling, *custodial or maintenance care*, rest cures, and services or treatment at home or while a bed patient at any facility that is not a *hospital*.

21.4 *Dental treatment* other than as specified on *your benefits schedule*.

21.5 *Dental treatment* utilizing precious metals or stones.

21.6 Orthodontic treatment that is commenced after the age of 16.

21.7 *Cosmetic treatment*.

21.8 Obesity surgery or treatment

21.9 *Reconstructive surgery* except for *reconstructive surgery* arising from an *illness* or *injury* covered under this contract.

21.10 Treatment, care or a test related in any way to:

21.10.1 *assisted conception*, contraception including sterilization, fertility, sexual dysfunction, induced abortion;

21.10.2 pregnancy or childbirth where Maternity Benefits cover is not available (*complications of pregnancy* are excepted from this exclusion);

21.10.3 an *illness* arising from Acquired Immune Deficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV) except when contracted during a treatment covered by this contract;

21.10.4 venereal disease.

21.11 *Physician* prescribed rest or bed rest during pregnancy.

21.12 *Illness, injury* or pregnancy arising from any form of *assisted conception*.

21.13 Prostheses, corrective devices, medical appliances other than standard surgical implants shown on the *benefits schedule* as covered by this contract.

21.14 The cost of purchasing an organ for transplantation.

21.15 Treatment by a psychologist or any treatment, care or test related in any way to self-inflicted *injury*, suicide or attempted suicide, deliberate exposure to exceptional danger except in an effort to save human life, abuse of alcohol, drugs and/or medicines, sleep disorders, learning difficulties, behavioural or developmental disorders.

21.16 Experimental or pioneering medical and surgery techniques except with *our* prior written approval.

21.17 Services which have not been recommended and prescribed by *your* attending *physician* or specialist other than a second opinion before ~~any~~ surgery.

21.18 Refractive defects of the eye other than as specified on *your benefits schedule*.

21.19 Purchase of spectacle frames.

21.20 Medical certificates.

21.21 Treatment by naturopaths or homoeopaths and naturopathic or homoeopathic medications and other alternative methods of treatment unless shown on the *benefits schedule* as covered by this contract.

21.22 Treatment performed by or at an enterprise owned by *you* or *your* parents.

21.23 *Disability* suffered while serving as a member of a police force or military unit of any country or international authority, or due to participation in *war*, civil *war*, invasion, insurrection, revolution, use of military power, usurpation of government or military power, or any known or suspected Terrorist Act or any illegal act.

21.24 *Disability* suffered while an inmate of a prison, jail or any correctional facility, including halfway houses or similar facilities, or while a patient of any mental institution.

21.25 *Disability* as a result of exposure to ionizing radiation or radioactive contamination of any kind.

21.26 *Hospital* inpatient treatment for convalescence, rehabilitation, supervision or conditions which in the opinion of our medical adviser can be properly treated as an outpatient.

21.27 Treatment for a *terminal illness* other than as provided by the *hospice* or *palliative treatment* benefit as shown on *your benefits schedule*.

21.28 Treatment at an institution such as a convalescent or nursing home devoted to providing medical, nursing, or *custodial or maintenance care* for an individual over a prolonged period, such as during the course of a chronic disease or the rehabilitation phase after an acute *illness*.

21.29 Travel *expenses* incurred to obtain medical treatment other than in the course of an *emergency* medical evacuation we have approved in advance, or which has been approved by *our* appointed 24-hour emergency medical assistance centre.

21.30 Treatment of *disabilities* to an infant following an electively induced birth.

21.31 Elective treatment within *North America and the Caribbean* unless *you* have selected Worldwide cover as stated in the *schedule*.

21.32 *Expenses*:

21.32.1 which are not *reasonable and customary*;

21.32.2 arising under legislation which seeks to increase the cost of medical

- treatment and services actually received above charge levels which would be considered *reasonable and customary* in the absence of such legislation;
- 21.32.3 which are in any respect false or fraudulent;
- 21.32.4 incurred outside the *period of insurance* or in any period for which the appropriate premium has not been paid;
- 21.32.5 incurred during the *period of insurance* or benefit limit for drugs and/or medical services consumed or provided once *the period of insurance* has ended and cover has not been renewed.
- 21.33 *You* and or the *policyholder* in any jurisdiction which prohibits *us* from providing insurance cover to *you* and or the *policyholder* under this contract.

DEFINITIONS

accident or accidental

A sudden, unexpected and specific event, external to the body, which occurs at an identifiable time and place.

acute disability

A *disability* which is brief, has a definite end point and which we determine can be cured by treatment.

amount of cover

The amount(s) on the *benefits schedule* showing the maximum amount of *expenses* we will pay under this contract.

assisted conception

The use of medical technology to increase the number of eggs during ovulation or to bring a human sperm and an egg, or eggs, close together, thereby increasing the chance of conception. This includes but is not limited to Intra-uterine insemination (IUI), In vitro fertilization (IVF), Intracytoplasmic sperm injection (ICSI) or the use of any form of treatment to induce or increase ovulation.

benefits schedule

The *schedule(s)* showing each of the benefits available under this contract and the *amount of cover* available for those benefits.

bodily injury

Identifiable physical *injury* to *your* body which is caused by an *accident* solely and independently of any other causes and does not result from *illness*.

co-insurance percentage

The share of *expenses* for which *you* are liable, shown on the *benefits schedule*.

complications of pregnancy

Ectopic pregnancy, medically prescribed abortion, post-caesarean infection, infection contracted while in *hospital* for pregnancy, acute nephritis, nephrosis, cardiac decompensation, missed abortion, puerperal infection, eclampsia, toxemia, or similar conditions.

confinement

A continuous period of not less than 18 hours as a registered bed patient in a *hospital*.

congenital condition

A physical or mental abnormality classified as a congenital anomaly in the International Classification of Diseases (ICD-10).

cosmetic treatment

Cutting, thermal destruction or chemical treatment of tissue performed to reshape normal structures of the body.

custodial or maintenance care

Care provided mainly:

- For personal needs, comfort or convenience for which specialized medical training or skills are not necessary; or
- To maintain, rather than improve, a physical or mental function, or to provide a protected environment.

deductible

An amount shown on the *schedule* corresponding to a benefit available under this contract. *We* are entitled to deduct this amount from any payment of *expenses*.

dental prostheses

An artificial replacement for one or more natural teeth or part of a tooth, or associated structures, ranging from a portion of a tooth to a complete dentition including crowns, inlays, onlays, restorations, bridges, dentures and implants.

dental surgery

Surgery of the teeth and jaw bones.

dental treatment

Evaluation, diagnosis, prevention, and surgical or non-surgical treatment of diseases, disorders and conditions of the oral cavity, maxillofacial area and the adjacent and associated structures.

dentist

A properly qualified practitioner other than *your* relative by blood or marriage, who is licensed by the competent authorities of the country in which treatment is provided to render *dental treatment*, and who in rendering such treatment is practicing within the scope of his or her licensing and training.

dependant(s)

- your* spouse or *your* de facto partner under the law of *your usual country of residence*;
- Each of *your* unmarried children, stepchildren or adopted children who are under 19 years of age for all or part of the *period of insurance* or, if a full-time student and primarily dependent on *you* for support and maintenance whilst a full-time student, under 23 years of age for all or part of the *period of insurance*.

disability

Means an *illness* or *bodily injury*, and any symptoms, sequelae, or complications thereof. In the case of *bodily injury*, it means all injuries arising from the same event or series of contiguous events.

effective date

Means the date specified on the *namelist* as the date on which the *period of insurance* commences under this policy for *you*.

emergency

A sudden change in *your* health which requires urgent medical or surgical intervention to avoid permanent damage to *your* life or health.

expenses

Amounts *you* incur during the *period of insurance* for a *medically necessary* service and which fall within the categories of benefits shown on the *benefits schedule*.

home country

The country of the numbered passport listed against *your* name on *your* application for cover. For any *dependant* who has no passport, the *home country* of their spouse or parent.

hospice or palliative treatment

A centralised program of physical, psychological, social and spiritual care provided to persons who have been diagnosed as suffering from a *terminal illness*. Treatment must be prescribed by a *physician* and provided by a *hospital* or institution licensed by the competent medical authorities of the country in which care is provided and which, in providing care, is practicing within the scope of its license.

hospital

An institution licensed by the competent medical authorities of the country in which it is located to provide care and treatment of sick and *injured* persons as bed patients and which:

- Has full diagnostic, therapeutic and surgical procedures; and
- Provides 24 hour a day nursing services by registered graduate nurses; and is supervised by a staff of *physicians*; and
- Is not primarily a clinic, a nursing, rest, or convalescent home, a mental institution, a home for the aged, or a place for alcoholics or drug addicts.

hospital room

For the purpose of this policy, and where indicated on the *benefits schedule*, *hospital* accommodation levels are defined as below. Where a *hospital* has more than one type of room in an accommodation level, reimbursement will be based on the type of room within that accommodation level of which the *hospital* has the greatest number:

Private – A class of room having one patient bed per room.

Semi-private – A class of room having two patient beds per room, whether both beds are occupied or not.

Ward – A class of room having three or more patient beds per room, whether all beds are occupied or not.

Intensive Care Unit – A class of room dedicated to the constant, close monitoring of the vital body functions of critically ill patients, which provides a high ratio of nursing staff to patients, and which has full facilities for the resuscitation of patients. This definition also includes a coronary care unit which has facilities not less comprehensive than those described above.

illness

A physical condition, including symptoms, sequelae, or complications, marked by a pathological deviation from the normal healthy state during the *period of insurance*.

injury or injured

Physical damage arising wholly and exclusively from an unintended event occurring at a fixed place and time, and caused wholly and exclusively by violent, external and visible means.

major dental treatment

Includes surgical removal of impacted, buried, unerupted teeth / roots, odontomes, TMJ (temporomandibular joint) therapy, orthodontics, dental implants, root canal therapy, Dentures (new/repair of old), crowns & bridges, Apeectomy, Deep oral prophylaxis – root planning.

medical check up

Consultations and tests that are undertaken without any clinical signs or symptoms being present.

medically necessary

- a) A therapeutic service required to prevent permanent damage to life or health where *you* have an *illness* or *injury*; or
- b) A diagnostic service to determine whether therapeutic services are necessary, where *you* have active symptoms, the cause of which are suggestive of an *illness* or *injury*.

medicines and drugs

Medicines and drugs for which a *physician's* prescription is required for purchase and which have been dispensed by a *physician's* office or by a licensed pharmacist after having been prescribed by a *physician* for treatment of an *illness* or *injury*.

mental and nervous condition

A psychiatric, psychological, affective, mental, or behavioural disorder, irrespective of whether a physiologic cause is known or suspected. It includes any condition listed in the ICD-10 Classification of Mental and Behavioural Disorders.

minor dental treatment

Includes dental check up, fillings, inlays & onlays, routine tooth cleaning - scaling, simple extractions and sealants.

namelist

A document identifying the member(s) covered under this contract.

north america and the caribbean

Means Canada, Mexico, United States (including its territories and possessions), Anguilla, Antigua & Barbuda, Aruba, Bahamas, Belize, Bermuda, Bonaire, Cayman Islands, Costa Rica, Cuba, Curacao, Dominica, Dominican Republic, El Salvador, Grenada, Guadeloupe, Guatemala, Haiti, Honduras, Jamaica, Martinique, Nicaragua, Panama, Puerto Rico, St. Lucia, St. Vincent, Trinidad & Tobago, Venezuela, and the Virgin Islands.

oral hygienist

A properly qualified employee of a *dentist* who is licensed, if required, by the competent medical authorities of the country in which treatment is provided to render services such as cleaning and anaesthesia, and who is rendering such treatment at the direction of, and under the direct supervision of, a licensed *dentist*.

organ transplantation costs

Any fee or *expense* in any way related to the transplantation of a kidney, heart, liver, lung or bone marrow from one human to another.

parental accommodation

A fee for an additional bed in the same room for a parent or legal guardian staying with a *dependant* child who is admitted as an inpatient in a *hospital* for the treatment of an *illness* or *injury*.

period of insurance

The period starting at 00:00 a.m. on the first day shown on the *schedule* and ending at 11:59pm on the last day shown on the *schedule*. Both times are the local times of the *usual country of residence* of the *policyholder* (or primary place of business if the *policyholder* is a business or a sole proprietor).

periodontics

Treatment of diseases of the gums and soft tissues around the teeth.

physician

A qualified medical practitioner other than someone related to *you* by blood or marriage, who is licensed by the competent medical authorities of the country in which treatment is provided, and who in rendering such treatment is practicing within the scope of his or her licensing and training.

policyholder

The company or organisation named in the *schedule* as the *policyholder*.

post hospitalisation benefits

Expenses incurred following *confinement* for medical services provided or ordered by a *physician* and used as a direct consequence of the *illness* or *injury* which led to *confinement*.

pre-existing condition

Any *illness* or *injury*:

- a) Which existed before the *period of insurance* and which presented signs or symptoms of which *you* were aware or should reasonably have been aware; or
- b) For which *you* have sought or received treatment, medication, advice or diagnosis in the two years before the *period of insurance*; or
- c) Which *you* knew to exist before the *period of insurance* and whether or not *you* sought or received treatment, medication, advice, or diagnosis for it.

pre-hospitalisation benefits

Expenses incurred before *confinement* for medical services provided or ordered by a *physician* and used as a direct consequence of the *illness* or *injury* which led to *confinement*.

reasonable and customary

An amount unrelated to an ability to pay or the availability or adequacy of insurance or other indemnity, which is comparable to that charged by others of similar professional standing in the same locality, for a person of similar sex and age, for a similar *illness* or *injury*.

reconstructive surgery

Cutting or thermal destruction of tissue performed to improve the function or appearance of abnormal structures of the body caused by a *congenital condition*, developmental abnormality, trauma, infection, tumour or disease.

rehabilitation treatment

Treatment beginning immediately after medical treatment for an acute *illness* or *injury* upon referral by an attending specialist that is intended to restore normal form/near to normal form and/or function to the body.

schedule

The document naming the *policyholder* and showing the *deductible(s)* and selected module(s) of the *benefits schedule*.

terminal illness

An *illness* that is approaching its final stages, will lead to death and for which treatment can no longer be expected to cure.

usual country of residence

The country in which the *policyholder* spends the greatest amount of time during the *period of insurance*.

war

War, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

we, us (and our)

Liberty International Insurance Limited (Hong Kong)

you (and your)

An employee and his or her *dependants*.

Underwritten by:

Liberty International Insurance Limited (Hong Kong)

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Arranged and administered by:

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