

The extent of coverage under the Policy is determined by reading this Policy together with the most recent Benefits Schedule issued to or in respect of the Policyholder or Insured Person. It is important to note that any benefit mentioned in the Policy but which is not shown on the Benefits Schedule is not covered for the Insured Person(s) to whom the Benefits Schedule relates. Please examine this Policy and the Benefits Schedule(s) carefully to make sure that the required protection has been provided. The information provided to the Company by the Policyholder or any Insured Person(s) on or in connection with the application form is the basis of this contract and is deemed to be incorporated herein. In this Policy, where the context admits, words imputing the masculine gender shall include the feminine gender and words imputing the singular number shall include the plural number and vice versa. In the event of any discrepancy in respect of meaning between the Chinese version and the English version, the English version shall prevail.

Administration and General Conditions

Policy, Schedule, Application and Endorsements as One Contract

This Policy, the application forms and all schedules including the Benefits Schedules and endorsements attached thereto form the whole contract. Any change in this Policy must be approved by an authorised signatory of the Company and no change will be effective except by endorsement to this Policy. If a special meaning is attached to any word or expression in this Policy it will continue to bear such meaning throughout this contract.

Eligibility

Those who may become Insured Persons are the Insured and any Dependants. A child who has attained his or her 19th birthday (25th birthday if a full time student) may cease to be a Dependant and continue his or her insurance by payment of the adult premium in effect at the time of the next premium anniversary. No coverage is in force until confirmed by the issuance of a Policy or endorsement by the Company.

Events which might affect this Policy

- a) Benefit in respect of this Policy will not be affected by any travel or recreational pursuit of any Insured Person, unless specifically stated in the Policy schedule.
- b) If there is any event or change in circumstances which makes it impossible or illegal for either party to carry out the terms and conditions of this Policy and a change to such terms and conditions may help to reduce or eliminate such risk, impossibility or illegality, then the terms and conditions of this Policy may be amended by the Company to the extent that is necessary to enable this Policy to continue and/or avoid the impossibility or illegality.

Additions

A child born while either parent is an Insured Person will become eligible for cover fifteen (15) days after date of birth or fifteen (15) days after discharge in a normal healthy condition from Hospital, whichever is the later. Such child shall be covered free of charge until the next Policy Renewal date for Disabilities which commence after the date the Company approves the Insured's written request to add the child to the Policy. The level of benefits for the child shall be the same as that of the Insured Person, excluding any optional benefits. If both parents are Insured Persons and are insured for different levels of benefits, then the level of benefits for the child shall be the lower of the two. Coverage for the child upon renewal of the Policy (if renewed) shall be subjected to payment of additional premium. Any other eligible person will become an Insured Person when the Company accepts the Insured's written request in accordance with its then current underwriting rules and once the additional premium is duly paid.

Waiting Period for Complications of Pregnancy

Eligibility for Complications of Pregnancy benefits will commence after the Insured Person is continuously covered under the Policy for a period of twelve (12) months from the Initial Effective Date.

Waiting Period for Dental Benefits

Where dental benefits are specifically provided on the Optional Dental Benefits Schedule, the following waiting periods apply: Except for examinations and tooth cleaning, eligibility for Covered Charges under routine dental treatment as indicated on the Optional Dental Benefits Schedule will commence three (3) months after the Initial Effective Date of the dental plan. Eligibility for Covered Charges under major restorative dental work as indicated on the Optional Dental Benefits Schedule will commence six (6) months after the Initial Effective Date of the dental plan.

Termination of Benefits

The benefits under this Policy shall terminate at such time as the benefits endorsed on the Benefits Schedule shall have been exhausted or at midnight on the last day of this Policy (Hong Kong Time).

Cooling off period

Provided no claim has been made under this Policy, the Policyholder may, by written request, cancel this Policy by returning it to the Company's principal place of business in Hong Kong before the date that is the earlier of twenty-one (21) days after the delivery of the Policy or the issue date of notification letter for the availability of the Policy. Such cancellation request must be signed by the Policyholder. Upon such cancellation, the Company will refund all premiums paid.

Successor Insured

If the Insured dies, the Insured's spouse, if then an Insured Person, will become the sole Policyholder.

Commencement and Automatic Renewal

The Period of Insurance is stated in the Policy or renewal endorsements (if any). This Policy will be automatically renewed twelve months after the Initial Effective Date and any subsequent renewals on terms provided by the Company. Premium must be paid to the Company before the insurance is in force.

Contestability

- a) If this Policy is issued or reinstated or effected with any benefit increase on the basis of any incorrect declaration or statement made by a person who at the time of so doing knew that it contained a material inaccuracy, the Company shall be entitled to contest this Policy, except for the Life Cover if the death of the Insured Person occurs two (2) years or more after the Initial Effective Date or the date of any reinstatement, whichever is the later or Effective Date of any increased benefit. If the Company does contest this Policy, the Company may adjust the premiums or benefits or void this Policy totally.
- b) If the Company voids this Policy, the refund payable by the Company will be limited to all premiums paid less where applicable any amount paid by the Company for indemnifying the claim previously or voiding this Policy. If any claim has been paid by us and has been in excess of refund, the Policyholder shall pay such excess to the Company within seven (7) working days from such date of notice.

Change of Residence

As a condition precedent to liability under the Policy, the Company must be informed immediately in writing of any change in the Insured Person's Usual Country of Residence. A change in the Usual Country of Residence shall be deemed to mean the Insured Person's ceasing to maintain a residence in his current Usual Country of Residence, or establishing or intending to establish a residence in another country for a period in excess of three (3) consecutive months. The Company must be informed of the location of any Insured Person whose Usual Country of Residence is different from that declared for the Insured Person in the Application Form, and the Company reserves the right to decline to cover such Insured Person under the Policy. The Company reserves the right to decline to offer renewal to any Insured Person whose Usual Country of Residence has changed during the Policy Year.

Reasonable Precautions and Material Changes

The Insured Person shall take all reasonable precautions to prevent and minimise any Accident, Injury, Illness or expense and the Company must be informed immediately in writing of any material information or change of circumstances whether relating to job occupation, avocation, sporting activity

or otherwise which may increase the possibility or likely magnitude of a claim under the Policy. The Company shall have the right to continue coverage on terms and conditions it considers appropriate to such changes in material information or circumstances or to decline to continue coverage under the Policy. No claim arising from or related to such change shall be met until and unless the Company has been advised of such change, and has agreed to continue coverage.

Notification of Claim

All claims with satisfactory proof must be submitted to the Company within ninety (90) days of the Date of Service. Failure to give satisfactory proof within such time will not affect any claim if it was not reasonably possible to give proof within such time but in any event, not more than 365 days after the Date of Service. All certificates, information and evidence required by the Company shall be furnished at the expense of the Insured. An Insured Person shall, at the request and expense of the Company, submit to a medical examination whenever such is deemed necessary. In addition the Company shall have the right to require a post mortem, where this is not forbidden by law.

Proof of Claim

Original documentation for proof of death and proof of loss and receipts together with a fully completed claim form signed by the treating Physician must be submitted to the Company within the time limits defined above. Photocopies are not acceptable. The Company shall provide the Insured with its usual forms for filing proof of claim. Upon receipt of notice of claim, the Company shall provide any additional forms as required. If such forms are not provided within thirty (30) days after receipt of such notice, the claimant need only submit, in the time fixed in the Policy for filing proof of claim, written proof as to the nature and extent of the claim. Claims are not deemed complete and eligible benefits are not payable unless all bills, certificates, information and evidence as may reasonably be required by the Company in respect of such claims have been submitted and agreed upon by the Company. Only actual costs incurred shall be considered for reimbursement.

Payment of Benefits

If an Insured Person incurs Covered Charges during the Period of Insurance, the Company will pay a benefit in accordance with the Benefits Schedule. In Benefits Schedules providing for Deductibles or Co-insurance, the Company will pay Covered Charges as stipulated on the Benefits Schedule in excess of any Deductible or Co-insurance percentage. Benefits are payable to the Policyholder. The Company may at its sole discretion pay benefits to an Insured Person unless the Policyholder requests otherwise in writing. The Company may appoint independent administrators to settle claims on its behalf. All benefit payments shall be by Hong Kong Dollar cheque or deposit.

Beneficiary designation related to Life Cover

- a) This section describes the rights and obligations when an Insured Person have designated any Beneficiary to receive the Life Cover benefit under this Policy.
- b) The Insured Person may designate one or more Beneficiary by:
 - i) completing the relevant section on the application form, in which case the designated Beneficiary will be shown; or
 - ii) writing to the Company using the Beneficiary Designation Form approved by the Company (hereinafter called "Beneficiary Designation Form").
- c) Any Beneficiary designated must be either:
 - i) a named individual who has attained the age of eighteen (18) years; or
 - ii) a body corporate.
- d) If the Insured Person designate any person as a Beneficiary who is a minor (i.e. below the age of eighteen (18) years) as at the date on which such Beneficiary becomes entitled to receive the Life Cover benefit hereunder, the Life Cover benefit payable under this Policy to such Beneficiary will be held by the Trustee on trust for the benefit of such Beneficiary in accordance with the terms and conditions of this Policy. The designation of such minor will be wholly ineffective if the designation of such Trustee has been ineffective or has not been made at all.
- e) Beneficiary will be entitled to receive the Life Cover benefit on the death of the Insured Person only if:
 - i) he/she is living when the Insured Person dies; and

- ii) he/she has satisfied all the conditions contained in the Beneficiary Designation Form or the application on which he/she is designated.
- f) Where Insured Person has designated more than one Beneficiary, the Beneficiaries will be entitled to the amount of Life Cover benefit payable on the death of the Insured Person in the proportions as specified in the Beneficiary Designation Form or the application on which he/she is designated, or in equal shares if not so specified. If a Beneficiary is not living when the Insured Person dies, the share of Life Cover benefit that would have accrued to such Beneficiary shall be paid to such person in such manner as specified in the Beneficiary Designation Form.

Payment to Beneficiary

- a) The Company's obligation to pay a claim on the death of the Insured Person will be fulfilled if a receipt of the payment of such claim is signed (or bona fide believed by the Company to have been signed) by the Beneficiary (or by the Policyholder in the circumstances there is no Beneficiary then living). The receipt will be a good and valid discharge of the Company's obligation under this Policy and will be final and conclusive evidence that the claim amount has been duly paid to and received by the Beneficiary.
- b) The Company will not have any contractual or fiduciary obligation to any Beneficiary upon making payment of such claim.

Right of Recovery

In the event authorisation of payment and/or payment is made by the Company for a claim which is not covered under this Policy or when the limit of liability of this Policy is exceeded, the Company reserves the right to recover the said sum or excess from the Policyholder and/ or Insured Person.

Other Insurance and Third Party Liability

All Insured Persons insured by any other medical or accident insurance policy shall inform the Company of and provide the Company with a copy of all such policies including the Benefits Schedules. In the event of Injury involving the actions or negligence of a third party, the Policyholder and all Insured Persons shall use their best endeavors to claim from such third party for the full amount of the loss. No Policyholder or Insured Person shall negotiate, settle, compromise, release, or otherwise discharge any claim against such a party without the Company's express written consent. The Company has full rights of subrogation and may take proceedings in the Insured Person's name, but at the Company's expense, to recover for the Company's benefit the amount of any payment made under the Policy including but not limited to the cost of such proceedings.

Cooperation

As a condition precedent to the Company's liability the Insured Person or his/her representatives shall cooperate fully with the Company and its medical advisers and must fully and faithfully disclose all material facts and matters of which he is aware and will upon request execute any document to empower the Company to obtain relevant information, at the Insured Person's expense, from any doctor or Hospital or other sources.

Conditions Precedent to any Liability

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

- i) The Company being furnished with all the required statements and declarations to be provided by the Policyholder and the Insured Person on an application or enrolment form provided by the Company and the complete truth of all such statements and declarations.
- ii) The complete truth of all statements and declarations made in respect to any claim made against the Company by the Policyholder or any Insured Person under the provisions of this Policy.
- iii) The due observance and fulfillment of the terms, conditions and provisions of this Policy and endorsements to it insofar as they relate to anything to be done or complied with by the Policyholder, or any Insured Person.

Legal Proceedings

This Policy shall be governed by and interpreted in accordance with the laws of Hong Kong and subject to the exclusive jurisdiction of the courts of Hong Kong.

Arbitration and Abandoned Claims

Any difference or dispute arising between an Insured Person and the Company shall be referred to an arbitrator to be appointed by the parties to the dispute in accordance with the Arbitration Ordinance (Cap. 609) of the Laws of Hong Kong. If the parties are unable to agree on a single arbitrator, two arbitrators shall be appointed (one by each party). In the event of further disagreement, the matter shall be referred to an umpire who shall have been appointed in writing by the two arbitrators at the outset. If the differences between the parties require medical knowledge (including any questions regarding the appropriate maximum indemnity for any medical service or an operation not listed in the schedule of surgical fees) the arbitrators at the discretion of the Company may be registered medical practitioners and the umpire in such an instance, shall be a consultant specialist, surgeon or Physician. Determination of an award shall be a condition precedent to any liability or right of action against the Company. Should the Company disclaim liability on a claim to the Insured, and should such claim not have been referred to arbitrators (under provisions herein contained) within twelve (12) months from the date of such disclaimer, then the claim shall for all purposes be considered to be abandoned and shall not be recoverable thereafter.

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 recognise any equitable or other claim to or interest in this Policy. The receipt of the Policyholder (or of the Policyholder's legal personal representative) alone shall be an effectual discharge.

Premium subject to change

Premiums for each Period of Insurance are based on the age of each Insured Person on the first day of the Period of Insurance, the table of rates then in effect, and other factors which may materially affect the risks insured. The Company has the right to change the table of rates on a class basis for all similar policies on this same form.

Grace Period

A grace period of thirty (30) days shall be allowed on all premium payments. If a premium remains unpaid at the expiry of the grace period, this Policy will lapse.

Reinstatement

If this Policy is lapsed due to non-payment of premiums, the Policyholder may make a written request for reinstatement of the Policy to the Company. The Company may require the Policyholder at their own cost to provide the evidence of the continued good health or insurability of any Insured Person and any other information that the Company may require for performing the necessary risk assessment for reinstatement of this Policy. The Company may at its sole discretion may decide not to accept a reinstatement request or may impose any additional terms and conditions on this Policy upon reinstatement.

Guaranteed Renewal

Coverage under this Policy for Insured Persons who have not attained the age of 100 years is guaranteed renewable. The Company shall, in advance of the end of the Policy Year, mail or deliver to the Policyholder or their authorised insurance representative notice of the renewal premium, terms and conditions. Premiums shall be based on the table of rates then in force, the age and sex of the Insured Person, and such other factors as may materially affect the risks assured. The Company may amend the terms and conditions and/or the Benefits Schedule of this Policy upon renewal, provided the amendments shall apply to all policies of the same plan type. If there is any event, or change in circumstances which makes it impossible or illegal for either party to carry out the terms and conditions of this Policy and a change to such terms and conditions may help to reduce or eliminate such risk, impossibility or illegality, then the terms and conditions of this Policy may be amended by the Company to the extent that is necessary to enable this Policy to continue, and/or avoid the impossibility or illegality.

Alterations and Non-waiver

No alterations in the terms of this Policy, its attachments or endorsements shall be considered valid unless these are signed or initialled by an officer or authorised representative of the Company.

In the Event of Fraud

If any claim shall in any respect be false or fraudulent or if fraudulent means or devices are used by the Insured Person or anyone acting on the Insured Person's behalf to obtain benefit hereunder, then the Policy shall be cancelled immediately and all benefit and premium forfeited.

Limitation of Liability

If the Insured Person is insured under this Policy and any insurance policy which contains personal accident insurance cover ("Accident Insurance Cover") and is issued by either Zurich Insurance Company Ltd., Hong Kong Branch, or Zurich Life Insurance Co. Ltd., Hong Kong Branch, or Zurich Assurance Ltd., Hong Kong Branch (collectively "Named Insurers"), the aggregate amount of the respective liabilities arising from or in connection with Terrorism or Acts of Terrorist and due from the Company and the Named Insurers to the Insured Person under this Policy and the Accident Insurance Cover shall not exceed a total of HK\$5 million and this Policy and all other Accident Insurance Cover shall proportionately share such aggregate amount.

Exclusions

The following treatments, items, Disabilities, activities and their related, associated or consequential expenses are excluded from the Policy and the Company shall not be liable for:

1. Pre-existing Conditions unless disclosed to and accepted in writing by the Company.
2. Care or treatment for which payment is not required or to the extent which is payable by any other insurance or indemnity covering the Policyholder or Insured Person including legislation or insurance coverage relating to occupational death, Injury, Illness or disease.
3. Routine medical examinations or check-ups, examinations for employment or travel, routine eye or ear examinations, vitamins, nutritional supplements, vaccinations, medical certificates, hearing aids, chelation therapy except for heavy metal poisoning, 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.
4. Dentistry, except that which is explicitly stated in the Optional Dental Benefits Schedule as being covered by the Policy, Cosmetic Treatment and Reconstructive Surgery except for charges for the prompt repair of an Injury. In the case of Injury to teeth, the teeth repaired must have been sound and natural and not directly or indirectly caused by biting or chewing. In each case of an Injury, the Injury must occur while the person is an Insured Person.
5. Tests or treatment related to fertility, complications or Illness from IVF induced pregnancy, impotence or erectile dysfunction, contraception, sterilisation, birth defects or Injuries, Congenital Conditions or any abortion performed due to psychological or social reasons and consequences thereof.
6. Pregnancy or childbirth including pre-natal and post-natal care.
7. Corrective devices or durable medical equipment.
8. Treatment by osteopaths, naturopaths or homoeopaths and naturopathic or homoeopathic medications and other alternative methods of treatment, except where Traditional Chinese Medicine benefits are stated on the Benefits Schedule as being covered by the Policy, or which is not Medically Necessary or complications or Disabilities consequential thereupon.
9. The costs of acquisition of an organ or expenses incurred by the donor directly or indirectly related to Organ Transplantation except as provided by the Organ Transplantation benefit on the Benefits Schedule.
10. Tests or treatment of Mental and Nervous Conditions and any physiological or psychosomatic causes or manifestations thereof, self-inflicted injury, suicide or attempted suicide, deliberate exposure to exceptional danger except in an effort to save human life, excessive consumption of alcohol or narcotics or similar drugs or agents, sleep disorders, learning difficulties, Developmental Abnormalities or Venereal Disease.
11. An Illness arising from Acquired Immune Deficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV) except when contracted during a treatment covered by this Policy.
12. Experimental or pioneering medical and surgery techniques except with the Company's prior approval in writing.

13. Services which are not recommended and prescribed by the Insured Person's attending Physician except for a second opinion prior to surgery and continuity of fees from a referring Physician after the date on which an Insured Person has been referred to another Physician or specialist.
14. Refractive defects of the eye, such as nearsightedness and astigmatism, spectacles, monocles or contact lenses.
15. Injury or Illness as a result of participation in any professional sport or aviation or aeronautics other than as a fare paying passenger on a duly licensed commercial aircraft unless disclosed to and accepted by the Company.
16. Injury or Illness while serving as a member of a police or military unit of any country or international authority, or participation in War, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power, or any illegal act committed by an Insured Person.
17. Any medical services rendered to an Insured Person while he is confined in a prison, jail, any other correctional facility including halfway houses or similar facilities or any mental institution.
18. Exposure to ionising radiation or radioactive contamination of any kind.
19. Hospital inpatient treatment for convalescence, rehabilitation, supervision or conditions which in the opinion of the Company's medical adviser can be properly treated as an out-patient.
20. Transportation costs in respect of trips made specifically for the purpose of obtaining medical treatment unless in the course of an approved Emergency Medical Evacuation, and all Emergency Medical Evacuation costs not approved in advance by the Company or its appointed 24-hour Emergency Medical Assistance Centre.
21. Charges, or portions of charges, which are not Reasonable and Customary Charges. Costs arising under any legislation which seeks to increase the cost of medical treatment and services actually received above charge levels which would be considered Reasonable and Customary Charges in the absence of such legislation.
22. Any costs incurred for treatment outside of the Policy Year or for any period for which the appropriate premium has not been paid.

Definitions and Specific Conditions

The following Definitions and Specific Conditions apply to the Policy, and have the same meaning wherever they are used in the Policy, Benefits Schedule(s) or Endorsements.

Accident

means an unintended event or series of contiguous events occurring at a fixed place, and caused wholly and exclusively by violent, external and visible means.

AIDS/HIV Coverage

means Human Immunodeficiency Virus ("HIV") related Illnesses including Acquired Immune Deficiency Syndrome ("AIDS"), AIDS Related Complex and/or any mutation, derivation or variation thereof.

Area of Cover

means the geographical area as listed on the Benefits Schedule.

Beneficiary(ies)

means any designated person(s) on the application form or the Beneficiary Designation Form and approved in writing by the Company to be Beneficiary(ies) to receive the Life Cover benefits under this Policy.

Benefits Schedule(s)

means the schedule(s) which sets out the benefits extended to the Insured or Insured Person under this Policy, and the sum insured in respect of the benefits.

Co-insurance

means the portion of Covered Charges the Company will pay, usually expressed as a percentage, after application of any Deductible.

Company

means Zurich Life Insurance Company Limited.

Complications of Pregnancy

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

Confinement

means a continuous period of not less than eighteen (18) consecutive hours as a registered bed patient in a Hospital.

Congenital Condition

means a congenital anomaly that is manifested or diagnosed before the attained age of eighteen (18) years.

Cosmetic Treatment

means cutting, thermal destruction, cyro, light or chemical treatment of tissue performed to reshape structures of the body or physical appearance.

Covered Charge(s)

means an expense for a Medically Necessary service.

Custodial or Maintenance Care

means care provided mainly for personal needs, comfort or convenience that could be provided by persons without specialised medical training or skills. It also means care furnished mainly to maintain, rather than improve a physical or mental function, or to provide a protected environment.

Date of Service

means the date on which a medical service is rendered or the first day of a Confinement, whichever is earlier.

Deductible(s)

means an amount stipulated in the Benefits Schedule which shall be deducted from any Covered Charges.

Dentist(s)

means a properly qualified practitioner other than the Insured Person or a relative of any Insured Person by blood or marriage, who is licensed, duly registered and legally authorized, 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)

means Dependants that are eligible including the Insured Person's spouse and children as defined below:

- i) Legally married spouse.
- ii) Unmarried child(ren) who are less than nineteen (19) years old or Insured Person's unmarried child(ren) between the ages of nineteen (19) to twenty-five (25), primarily supported by Insured Person and enrolled in school as a full-time student under the age of twenty-five (25).
- iii) Unmarried mentally or physically disabled children age nineteen (19) or over who were disabled before age nineteen (19), provided they depend on the Insured Person for their principal financial support and maintenance and provided they remain continuously disabled.

Coverage may be continued beyond age nineteen (19) if, within thirty-one (31) days after he or she has reached the age limit, the Insured Person must submit proof of the child's incapacity to the Company. Children means Insured Persons' natural children, legally adopted children and stepchildren.

Developmental Abnormality(ies)

means symptoms concerning nutrition metabolism and development as classified in the International Classification of Diseases (ICD).

Disability(ies)

means an Illness or Injury, and any symptoms, sequelae or complications thereof.

Due Date

means the date of commencement or renewal of coverage as shown on the Policy or the date on which any subsequent instalment of premium falls due.

Effective Date

means the date specified on the Name List as the date on which the Period of Insurance commences under this Policy for an Insured Person.

Emergency

means a sudden change in a person's health which requires urgent medical or surgical intervention to avoid permanent damage to life or health.

Emergency Room

means a room, or group of rooms, within a Hospital that is designed for the treatment of an urgent medical Emergency.

Free Hospital Cash Benefit

means the cash benefit payable from the third consecutive night of hospitalisation after the deferred period of two (2) consecutive Confinement nights' in a ward bed of Hong Kong Hospital Authority Hospital. Maximum of 120 nights per Policy Year.

Hong Kong

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

Hospital(s)

means an establishment duly constituted and registered as a facility for the care and treatment of sick and injured persons as paying bed patients and which

- i) has full facilities for diagnosis and surgical procedures,
- ii) provides twenty-four (24) hours a day nursing services by registered graduate nurses,
- iii) is supervised by a staff of Physicians, and
- iv) is not primarily a clinic, a nursing, rest or convalescent home, a home for the aged, or a place for alcoholics or drug addicts.

Hospital Room

where indicated on the Benefits Schedule Hospital accommodation levels are defined as:

- i) Private
- ii) Semi-private
- iii) Ward
- iv) Intensive Care Unit - A class of rooms 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.
- v) If 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.

Illness(es)

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

Initial Effective Date

means the first date the Insured Person is enrolled in a benefit plan under this Policy.

Injury(ies)

means physical damage arising wholly and exclusively from an Accident.

Insured

means the Policyholder.

Insured Person(s)

means an eligible person whose name is included on an application form for the Policy and in respect of whom commencement of coverage has been confirmed in writing by the Company or its authorised agents.

Kidney Dialysis

means hemodialysis.

Life Cover

The amount payable upon death of an Insured Person shall be the sum insured as specified in the Benefits Schedule.

Medical Evacuation

means transportation costs in respect of trips made specifically in the course of an approved Emergency Medical Evacuation, and all Emergency Medical Evacuation costs approved in advance by the Company or its appointed 24-hour Emergency Medical Assistance Centre.

Medically Necessary

means possessing an identifiable relationship to either a covered Disability or symptom(s) suggestive of a Disability which if existing would be covered under the Policy. For therapeutic services, the patient must have an Illness or Injury and the service must be required to prevent permanent damage to life or health. For diagnostic services, the patient must have active symptomatology of unknown etiology and suggestive of an Illness or Injury, and the services must be necessary to determine whether therapeutic services are required.

Medicines and Drugs

are those for which a Physician's prescription is required for purchase, which have been prescribed by a Physician for treatment of a covered Disability, and which have been dispensed by a Physician's office or by a licensed pharmacist.

Mental and Nervous Condition

means a psychiatric, psychological, affective, mental or behavioural disorder, irrespective of whether a physiological cause is known or suspected. It includes any condition classified in the International Classification of Diseases (ICD) a mental or behavioural disorder.

Misstatement of Facts

means if the Policyholder has incorrectly stated the age, sex or the occupations of the Insured Person in the application for this Policy, the Company will adjust the premiums or benefits payable by applying the premium rate for the correct age, sex or the occupations to the premiums paid. Notwithstanding the above, if the Company determines that the Insured Person would not have been provided with the insurance coverage under this Policy if the correct age, sex, occupations had been known to the Company at the time this Policy was originally issued, the Company will void this Policy totally. The refund payable by the Company will be limited to the refund of all premiums paid less where applicable any amount paid by the Company for indemnifying the claim previously. If any claim has been paid by us and has been in excess of refund, the Policyholder shall pay such excess to the Company within seven (7) working days from such date of notice.

Mortal Remains

means the dead body corpse of the deceased Insured Person.

Name List

The document identifying the Insured Person(s) covered under the Policy, the Period of Insurance, the benefit plan type and the required premium for the Insured Person(s).

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

means a properly qualified employee of a Dentist who is licensed, duly registered and legally authorized, 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

means the cost for all operations, related treatments and tests involved with the transplantation of human kidneys, heart, liver, lung, cornea or bone marrow.

Parental Accommodation

means costs for an additional bed in the same room for a parent or legal guardian staying with an Insured Person who is under eighteen (18) years and is admitted as an inpatient in a Hospital for treatment of a covered Disability and satisfies Confinement.

Period of Insurance

The dates of coverage set out on the declaration page, Name List or any endorsements to the Policy.

Physician(s)

means a properly qualified medical practitioner other than the Insured Person or a relative of any Insured Person by blood, marriage or adoption, who is licensed, duly registered and legally authorised 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.

Policy

means this UniversalHealth100 Policy.

Policy Year

means the time between 12:00 a.m. on the first day of the Period of Insurance shown on the Policy (or renewal endorsement if any) and 11:59 p.m. on the last day of the Period of Insurance. All times are calculated according to standard time at the Usual Country of Residence of the Policyholder.

Policyholder or You

means the person who owns this Policy.

Post-Hospitalisation Benefits

means medical services incurred within ninety (90) days immediately following a covered Confinement in a Hospital which are provided by or recommended by a Physician as a direct consequence of the covered Disability which necessitated such Confinement but not services which can be safely rendered locally but for which an Insured Person has travelled abroad, nor services which can be delayed without risk of permanent damage to life or health.

Pre-existing Condition

means any Disability:

- i) which existed before the Initial Effective Date of insurance 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
- ii) 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
- iii) 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.

Pre-Hospitalisation Benefits

means medical services incurred within thirty (30) days prior a covered Confinement in a Hospital which are provided by or recommended by a Physician as a direct consequence of the covered Disability which necessitated such Confinement.

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Reasonable and Customary Charges

means charges which do not exceed the general level of fees levied for comparable services by others of similar professional standing in the same locality, for a person of similar sex and age, and for a similar Disability and irrespective of ability to pay or availability or adequacy of insurance.

Reconstructive Surgery

means cutting or thermal destruction of tissue performed on abnormal structures of the body, whether caused by Congenital Conditions, Developmental Abnormalities, trauma, infection, tumors or disease, performed to improve function or approximate a normal appearance.

Room and Board

means the category of accommodation and corresponding expenses that the Insured Person is entitled to. In cases of hospitalisation Confinement or out-patient surgery, only expenses corresponding to or lower than the accommodation level covered by the Policy shall be reimbursed up to the sums stated on the Benefits Schedule.

Surgical Schedule

means the schedule attached to the Policy showing the percentage of the surgeon's fee limit up to which the Policy will pay according to the type of surgical procedure undertaken.

Terrorism or Acts of Terrorist

An act of Terrorism includes any act, preparation or threat of action of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s) de jure or de facto committed for political, religious, ideological or similar purposes including the intention to influence any government de jure or de facto of any section of the public of any nation and which

- i) involves violence against one or more persons;
- ii) involves damage to property;
- iii) endangers life other than that of the person committing the action;
- iv) creates a risk to the health or safety of the public or a section of the public; or
- v) is designed to interfere with or disrupt an electronic system.

Traditional Chinese Medicine (TCM)

means Covered Charges provided by a Chinese medicine practitioner, bonesetter or acupuncturist, other than a relative of any Insured Person by blood, marriage or adoption, who is fully trained, legally qualified, registered and licensed to practice.

Trustee

means a designated person on the application or the Beneficiary Designation Form and approved in writing by the Company to be Trustee to hold the death benefits under this Policy upon trust for the benefit of the Beneficiary(ies).

Usual Country of Residence

means the country in which the Insured Person works and/or lives for the majority of the year. For Insured Persons who travel for a majority of the year, it means the country in which the Insured Person maintains his primary residence or in which the Insured Person's last fixed residence was located.

Venereal Disease

means an Illness classified as a Venereal Disease in the International Classification of Diseases (ICD).

War

means 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.