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# A+ International Healthcare

## Emergency Evacuation and Repatriation Membership General Conditions

**Applicable to all A+ International Healthcare Plan members unless stated otherwise in the members Special Conditions.**

Inter Partner Assistance Hong Kong Limited (a wholly owned subsidiary of AXA Assistance) is solely responsible for all content coverage and benefit payment of the Medical Evacuation and Repatriation Plan.

Its office is at Unit 1001-1008, 10/F, Tower 1, Millennium City 1, 388 Kwun Tong Road, Kwun Tong, Kowloon, Hong Kong

# **1. EMERGENCY MEDICAL EVACUATION AND REPATRIATION PLAN MEMBERSHIP**

## **1.1. Purpose and eligibility**

The purpose of the membership is to provide the Member with worldwide Emergency Medical Evacuation and Repatriation services.

Every person who is accepted into an A+ International Healthcare medical insurance plan ("the Plan") will automatically enjoy these services, except when stated otherwise in the Special Conditions. New Born children however can only become a Member under the Emergency Medical Evacuation and Repatriation Plan after the 31st day from the date of birth.

No claim for reimbursements shall be accepted unless such claim has been pre-approved (refer to clause 1.7.).

## **Aggravation of the Risk**

The Member is obliged to inform the Assistance Provider (through the Third-Party Administrator) of any change in circumstances or conditions that may increase the risk to Illness or Accident (e.g. dangerous professional activity). The Assistance Provider may then propose new conditions (within a period of one month after having received notification of the aggravation of the risk) or cancel the membership (within one month) retro-actively as from the moment of the start of the aggravation of the risk.

## **1.2. Guarantee of Service Delivery**

The Assistance Provider guarantees the Member the delivery of the Emergency Medical Evacuation and Repatriation services as described in these Terms and Conditions. In its capacity as the Assistance Provider and in particular of the Emergency Medical Evacuation and Repatriation guarantee, the Assistance Provider remains committed to providing to the Member the services to the extent mentioned in the Terms and Conditions, and consequently, will endeavour to fulfil - by its own means or through contracting out to another third party - the contractual obligations and the continuity thereof (e.g. in case of unexpected dissolution or winding up of the operations of AXA Assistance).

## **1.3. Definitions**

### *Accident*

A sudden, unexpected event, the cause of which is situated outside the victim's body, that results in bodily injury. Following events are also considered to be Accidents:

- a rescue attempt of persons or goods in peril;
- gas or vapour inhalation and the absorption of poisonous or corrosive substances;
- dislocations, distortions, ruptures and muscular lacerations provoked by a sudden effort;
- freezing;
- drowning.

### *Act of Terrorism*

An act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

### *Assistance Provider*

Emergency Medical Evacuation and Assistance Services Provider, AXA Assistance.

### *Home Country*

The country out of which the User is expatriated abroad

### *Dentist (or dental surgeon)*

Person officially qualified and licensed to practise dentistry in the country where the Treatment is received.

### *Doctor (or Physician)*

Person who graduated from a recognised medical school as listed in the WHO Directory of Medical Schools and who is licensed to practise medicine in the country where the Treatment is received.

Family Doctor or general practitioner (GP) or Medical Practitioner: a Doctor providing Medical Treatment not requiring a specialist's training.

Specialist Doctor: a Doctor having a specialised qualification in the field of, or expertise in, the Treatment of the Illness or Injury being treated.

*Illness (or Sickness)*

A deterioration of health confirmed by a Doctor (see definition of Doctor above).

*Member*

The person(s) who holds a membership and whose names are mentioned in the membership certificate.

*Limit of Indemnity*

The maximum amount of third party expenses for which the Assistance Provider shall be responsible in the provision of any Services to the User during any one event, subject to the terms and conditions as defined hereunder.

*Medical Treatment*

Medical examinations and/or medical procedures needed to restore health, performed or prescribed by a Doctor (see definition of Doctor above).

*New Born*

A baby who is within the first 28 days of his/her life following birth.

*Pre-existing Condition*

Any medical condition in respect of which the User has been hospitalised during the 12-month period immediately prior to the first day the User is included in the Medical Evacuation and Repatriation Plan or any medical condition that has been diagnosed or treated by a Doctor including prescribed drugs within the six month period immediately prior to the first day the User is included in the Medical Evacuation and Repatriation Plan.

*Principal Country of Residence*

The country where the Member lives or intends to live for most of the membership year being 185 days or more and which will be shown as the place of residence in our records.

*Serious Medical Condition*

Condition which in the opinion of the Assistance Provider constitutes a serious Medical Emergency requiring urgent remedial treatment to avoid death or serious impairment to the User's immediate or long-term health prospects. The seriousness of the medical condition will be judged within the context of the User's geographical location, the nature of the Medical Emergency and the local availability of appropriate medical care or facilities.

*Services or the Medical Evacuation and Repatriation Plan*

The medical and travel assistance to be provided by the Assistance Provider as set out in article 1.5 ('Benefits').

*Special Conditions*

Document issued with each insurance policy, stating

- the identity of the Policyholder and of the Insured;
- the cover opted for, and the term of the policy;
- any particular agreement or any deviations from the General Conditions.

*Third Party Administrator*

APRIL Hong Kong Limited, 9th Floor, Chinachem Hollywood Centre, 1-13 Hollywood Road, Central, Hong Kong.

*Treatment*

See definition for Medical Treatment.

*User*

The Member who uses the Medical Evacuation and Repatriation Plan service.

**1.4. Territorial Scope**

The Services provided by the Assistance Provider are rendered on a worldwide basis. The Assistance Provider shall use its best endeavours to provide the Services but any help and intervention depends upon, and is subject to local availability and has to remain within the scope of national and international law and regulations and intervention depends on the Assistance Provider obtaining the necessary

authorisations issued by the various authorities concerned. The Assistance Provider shall not be required to provide services to the User/s, who in the sole opinion of the Assistance Provider are located in areas that represent war risks, political or other conditions such as to make such services impossible or reasonably impracticable.

## **1.5. Benefits**

The Assistance Provider shall, subject to the terms and conditions as defined hereunder, and within the Limits of Indemnity as stipulated in article 1.5, provide the following services and information to a User calling the alarm centre of the Assistance Provider. When the Assistance Provider has the information immediately available, the Assistance Provider shall provide the information or services, as appropriate, to the User while the User is on the telephone. In all other cases, the Assistance Provider will provide the information to the User by the quickest possible means.

### **1.5.1. Emergency Medical Evacuation**

The Assistance Provider will arrange for the air and/or surface transportation and communication for moving the User when in a Serious Medical Condition to the nearest hospital where appropriate medical care is available. The Assistance Provider retains the absolute right to decide whether the User's medical condition is sufficiently serious to warrant emergency medical evacuation. The Assistance Provider further reserves the right to decide the place to which the User shall be evacuated and the means or method by which such evacuation will be carried out in regard to all the assessed facts.

### **1.5.2. Emergency Medical Repatriation**

The Assistance Provider will arrange for the return of the User to the Home Country or Principal Country of Residence by air and/or surface transportation following an emergency medical evacuation where the User is evacuated to a place outside the Home Country or Principal Country of Residence for in-hospital treatment. The Assistance Provider reserves the right to decide the means or method by which such repatriation will be carried out in regard to all the assessed facts and circumstances of which the Assistance Provider is aware at the relevant time.

### **1.5.3. Transportation of mortal remains or burial at the place of death**

The Assistance Provider will arrange for transporting the User's mortal remains from the place of death to the Home Country or Principal Country of Residence, or alternatively pay the cost of burial at the place of death as approved by the Assistance Provider.

### **1.5.4. Compassionate Visit**

Upon request from the User, the Assistance Provider will arrange and pay for one economy class return airfare for a relative or a friend of the User to join the User who is hospitalised outside the Home Country or Principal Country of Residence for a period in excess of 5 consecutive days, subject to the Assistance Provider's prior approval and only when judged necessary by the Assistance Provider on medical and compassionate grounds.

### **1.5.5. Return of minor children**

Upon request from the User, the Assistance Provider will arrange and pay for a one-way airfare per child for the return of minor children (not yet 19 years old, unmarried and in school) to the Home Country or Principal Country of Residence if they are left unattended as a result of the accompanying User's Illness, Accident or emergency medical evacuation. An escort will be provided when required.

### **1.5.6. Early return of the User**

Upon request from the User, the Assistance Provider will arrange and pay for an economy class return airfare for the User to return to the country of burial or funeral of the following family member(s), in the event this family member has deceased outside the User's usual country of assignment: Domestic Partner or Legal Partner, father, mother, child, brother or sister.

### **1.5.7. Colleague replacing the evacuated or repatriated User**

The Assistance Provider will arrange and pay for an economy class return airfare to the location where the User is stationed to send a replacement employee in the event the User has been evacuated or repatriated, provided the said replacement is sent within one month from the date of the User's emergency medical evacuation or repatriation.

**1.5.8. Additional Services**

1.5.8.1. Accommodation for compassionate visit (see article 1.5.4.)

1.5.8.2. Accommodation for compassionate visit by a relative accompanying the Member up to an amount as specified in the benefits table.

1.5.8.3. Telephone medical advice

The Assistance Provider will arrange for the provision of medical advice to the User over the telephone.

1.5.8.4. Medical service provider referral

The Assistance Provider shall provide to the User, upon request, the name, address, telephone number and, if available, office hours of Doctors, hospitals, clinics, Dentists and dental clinics (collectively 'Medical Service Providers'). The Assistance Provider shall not be responsible for providing medical diagnosis or Medical Treatment. Although the Assistance Provider shall make such referrals, it cannot guarantee the quality of the medical service providers and the final selection of a medical service provider shall be the decision of the User. The Assistance Provider, however, will exercise reasonable care and diligence in selecting the medical service providers.

1.5.8.5. Arrangement of hospital admission

If the medical condition of the User is of such gravity as to require hospitalisation, the Assistance Provider will assist such User in the hospital admission.

1.5.8.6. Monitoring of medical condition during and after hospitalisation

The Assistance Provider will monitor the User's medical condition during and after hospitalisation, subject to any and all obligations in respect of confidentiality and relevant authorisation.

1.5.8.7. Medical translation service

The Assistance Provider will arrange for the provision of medical translation to the User over the telephone. Where the Assistance Provider uses an external service provider to provide the translation service, the quality of the translator cannot be guaranteed.

The Assistance Provider will however exercise reasonable care and diligence in selecting such service providers.

1.5.8.8. Delivery of essential medicine

Upon request from the User, the Assistance Provider will arrange to deliver to the User essential medicine, drugs and medical supplies that are necessary for a User's care and/or treatment but which are not available at the User's location. The delivery of such medicine, drugs and medical supplies will be subject to the laws and regulations applicable locally. The Assistance Provider will not pay for the costs of such medicine, drugs or medical supplies and any delivery costs thereof.

1.5.8.9. Travel assistance

The following services [item (i) to (v)] are purely on referral or arrangement basis. The Assistance Provider shall not be responsible for any third party expenses, which shall be solely the User's responsibility.

**I. Inoculation and visa requirement information**

Upon request from the User, the Assistance Provider shall provide information concerning visa and inoculation requirements for foreign countries, as those requirements are specified from time to time in the most current edition of World Health Organization Publication 'Vaccination Certificates Requirements and Health Advice for International Travel' (for inoculations) and the 'ABC Guide to International Travel Information' (for visas). This information will be provided to the User at any time, whether or not the User is travelling or an emergency has occurred.

**II. Lost passport assistance**

The Assistance Provider will assist the User who has lost his/her passport while travelling outside the Home Country or Principal Country of Residence by referring the User to the appropriate authorities involved.

**III. Emergency travelling service assistance**

The Assistance Provider shall assist the User in making reservations for air ticket or hotel accommodation

on an emergency basis when travelling overseas.

IV. Embassy referral

The Assistance Provider shall provide the address, telephone number and hours of opening of the nearest appropriate consulate and embassy worldwide.

V. Emergency document delivery

The Assistance Provider shall assist the User to arrange for emergency document(s) to be delivered to the User's friend, relative or business associate, upon the User's request to do so.

**1.6. Exclusions**

The Assistance Provider pay claims under this policy if doing so would expose the Assistance Provider to a breach of international economic sanctions, laws or regulations, including but not limited to those provided for by the European Union, United Kingdom, United States of America or under a United Nations resolution.

The benefits described in this membership do not extend to:

- Consequences of active participation in war or terrorism: by the Member;
- Consequences of a voluntary or intentional act: committed by the Member or his/her beneficiary; or consequences of hazardous competitions;
- Consequences of insurrections or riots: if by taking part the Member or his/her beneficiary has broken the applicable laws,
- Consequences of brawls, fights and all kinds of disturbances: and measures taken to combat them, except in case of self-defence or if the Member falls victim to the above mentioned disturbances.
- Consequences arising directly or indirectly from the preparation of or participation in any illegal act;
- Consequences of drug-addiction and alcoholism;
- Any losses directly or indirectly arising out of, contributed to or caused by, or resulting from or in connection with radioactive contamination whether direct or indirect or any act of Nuclear, Chemical, Biological Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. This exclusion is not applicable to medical radiations required by covered Medical Treatment;
- Events related to bets or challenges;
- Expenses resulting from any kind of competition with motor vehicles;
- Consequences of the Member participation in any sport as a professional or under contract providing compensation, as well as any preparatory training to such activities;
- Flight risk: the membership covers the use, as a passenger, of all planes, hydro-planes or helicopters duly authorised to transport persons, as long as the Member is not a member of the crew and does not exercise in the course of the flight a professional or other activity, in relation with the plane or the flight.

In addition to the exclusions mentioned above the following Treatment, items, conditions, activities and their related or consequential expenses are excluded. They will only be performed in exceptional cases, after the User has explicitly, in writing, requested the performance of these services to the Assistance Provider (through the Third-party Administrator).

Only after consent of the Assistance Provider, the services will be delivered. And in such case the User will have to pay all the expenses related to the performance of the services concerned:

1. costs incurred without the prior agreement of Assistance Provider;
2. the consequences of:
  - an Illness under Treatment and not stabilised for which the Member is in convalescence;
  - Illnesses occurring during a trip undertaken for diagnostic purposes;
  - Illness occurring during a trip undertaken for Treatment purposes;
3. the eventual sequelae (control, additional Treatment, recurrences) of an Illness having already resulted in two previous repatriations;
4. the consequences of Illnesses or benign lesions that can be treated on the spot;
5. pregnancy, other than any clear, unforeseeable complications and, in all cases, voluntary termination of pregnancy, childbirth, IVF and their consequences;
6. evacuation / repatriation as a consequence of psychiatric conditions;
7. the consequences:
  - of situations with risks of infection in an epidemic context;

- of exposure to infectious Biological Agents;
  - of exposure to combat gas type Chemical Agents;
  - of exposure to incapacitating agents;
  - of exposure to neurotoxics or agents with remanent neurotoxic effects; which are subject to quarantine or preventive measures or specific monitoring on the part of the local and/or national health authorities in the country where the Insured is staying, except for a sudden occurrence after the Member's arrival in the area of contamination.
8. the Member's failure to comply with official prohibitions, as well as failure to observe official safety regulations linked to the practice of a sport;
  9. the consequences of an accident during the Member's participation in an air sport (including hang gliding, paragliding, gliding) or in any of the following sports: skeleton, bobsleigh, ski-jumping, mountain-climbing with roping, rock-climbing, skin diving with self-contained apparatus, spelunking, bungee-jumping, skydiving;
  10. costs not explicitly indicated as giving rise to reimbursement, as well as catering costs, and any expense for which the Member is not able to provide documentary evidence.

### **1.7. Authorisation**

As a condition precedent to the Assistance Provider's obligation to make payment for any of the Services, the User will, upon request, execute an agreement to empower the Assistance Provider to obtain relevant information, to collect due proceeds from insurance or other sources, and undertake to reimburse the Assistance Provider's expenses incurred on the User's behalf that are not covered under the present membership.

### **1.8. Examinations**

The Assistance Provider shall have the right and opportunity through its medical representative to examine the User whenever and as often as may reasonably be required.

### **1.9. Fraud**

If fraudulent means or devices are used by the User and/or anyone acting on their behalf, the Assistance Provider shall have the automatic right to terminate services for such User and/or all benefits for such User will be forfeited.

### **1.10. Negligence in obtaining medical treatment**

Medical Treatment shall be sought and followed promptly on the occurrence of an Injury or Illness and the Assistance Provider shall not be liable for that part of any claim which in the opinion of a Medical Practitioner arises from the unreasonable or wilful neglect or failure by the User to seek and remain under the care of a qualified Medical Practitioner.