



An  brand

# A+

## International Healthcare

# General Conditions

**PART I : Medical Core Plan**  
**(Medical and Evacuation & Repatriation**  
**& Dental & Optical Plan)**

**PART II : Non-medical Options**  
**(Personal Accident cover & Loss of Income)**

**For policies issued by Pacific Cross Insurance Company Limited**

Pacific Cross Insurance Company Limited is the insurance underwriter of this policy and is solely responsible for all content coverage and benefit payment of the plan.

Pacific Cross Insurance Company Limited is an authorized insurer in Samoa with its office at  
Unit 25, 2nd Floor, Nia Mall, Saleufi Street, Apia, SAMOA

<b>INTERNATIONAL HEALTHCARE.....</b>	<b>1</b>
<b>GENERAL CONDITIONS.....</b>	<b>1</b>
<b>PART I - MEDICAL - CORE PLAN.....</b>	<b>4</b>
<b>1. CHAPTER I: GENERAL POLICY PROVISIONS.....</b>	<b>4</b>
1.1. ORDER OF PRECEDENCE & PURPOSE OF THE INSURANCE.....	4
1.1.1. Order of precedence.....	4
1.1.2. Purpose of the Insurance.....	4
1.2. DEFINITIONS (IN ALPHABETICAL ORDER) .....	4
1.3. ELIGIBILITY AND ACCEPTANCE INTO THE INSURANCE .....	9
1.3.1. Application .....	9
1.3.2. Eligibility .....	10
1.3.3. Acceptance into the insurance .....	10
1.3.4. Addition of new Dependants into the insurance .....	10
1.3.5. Domestic Partner eligibility .....	11
1.3.6. Age limits for enrolment.....	11
1.3.7. Change level of cover .....	11
1.4. EFFECTIVE DATE OF COVERAGE .....	11
1.5. DURATION AND TERMINATION OF THE INSURANCE .....	11
1.5.1. Duration of the policy .....	11
1.5.2. Termination of the policy .....	12
1.5.3. Individual continuation of cover when leaving a group contract.....	12
1.5.4. Termination date of cover for Dependants under the policy of the Insured or individual expatriate.....	12
1.6. RETURN TO THE HOME COUNTRY .....	12
1.7. PREMIUM & PREMIUM INCREASE / SUSPENSION AND CANCELLATION OF COVER .....	13
1.7.1. Amount and payment of the premium .....	13
1.7.2. Premium Increase .....	13
1.7.3. Suspension of cover and cancellation of the insurance due to non-payment of premium .....	13
1.8. TERRITORIAL SCOPE OF THE INSURANCE .....	13
1.9. CURRENCY.....	14
1.10. GENERAL EXCLUSIONS .....	14
1.11. WAR & TERRORISM .....	15
1.12. DISPUTE RESOLUTION.....	15
1.13. PERSONAL INFORMATION COLLECTION STATEMENT .....	15
IN EXCHANGE, INSURED WILL BE FREE TO ACCESS TO INFORMATION CONCERNING THEM, ACCORDING TO THE CURRENT AFORESAID LEGISLATION. TO CONSULT THEM, OPPOSE TO THEM, OR ASK THEIR CORRECTION, INSURED WILL HAVE TO CONTACT PACIFIC CROSS INSURANCE COMPANY LIMITED (C/O INTERNATIONAL ADMINISTRATORS LIMITED 11/F, O.T.B. BUILDING, 160 GLOUCESTER ROAD, WANCHAI, HONG KONG).....	15
1.14. SUBROGATION.....	15
1.15. DEFENCE.....	15
1.16. COMPLAINTS PROCEDURE.....	16
1.17. GOVERNING LAW.....	16
1.18. REVIEW OF POLICY .....	16
<b>2. CHAPTER II: BENEFITS AND PROVISIONS OF THE DIFFERENT COVER TYPES .....</b>	<b>17</b>
2.1. HEALTH INSURANCE COVER .....	17
2.1.1. Medical Insurance.....	17
2.1.2. Benefits.....	17
2.1.3. Description of benefits.....	17
2.1.4. Optional Dental & Optical Insurance .....	23
<b>3. CHAPTER III: EMERGENCY MEDICAL EVACUATION AND REPATRIATION COVER....</b>	<b>24</b>
3.1. PURPOSE AND ELIGIBILITY .....	24
3.2. GUARANTEE OF SERVICE DELIVERY .....	24
3.3. DEFINITIONS .....	24
3.4. TERRITORIAL SCOPE .....	25
3.5. BENEFITS .....	25

3.5.1.	Emergency Medical Evacuation .....	25
3.5.2.	Emergency Medical Repatriation .....	25
3.5.3.	Transportation of mortal remains or burial at the place of death .....	25
3.5.4.	Compassionate Visit .....	26
3.5.5.	Return of minor children .....	26
3.5.6.	Early return of the User .....	26
3.5.7.	Colleague replacing the evacuated or repatriated User.....	26
3.5.8.	Additional Services.....	26
3.6.	EXCLUSIONS .....	27
3.7.	AUTHORISATION .....	28
3.8.	EXAMINATIONS .....	28
3.9.	FRAUD.....	28
3.10.	NEGLIGENCE IN OBTAINING MEDICAL TREATMENT .....	28
<b>PART II - NON-MEDICAL - PERSONAL ACCIDENT &amp; LOSS OF INCOME .....</b>		<b>29</b>
<b>4. CHAPTER IV: GENERAL POLICY PROVISIONS .....</b>		<b>29</b>
<b>ALL ARTICLES AND CLAUSES CONTAINED IN THE GENERAL CONDITIONS CORE PLAN (MEDICAL AND EVACUATION &amp; REPATRIATION) CHAPTER 1 ARE DEEMED TO BE PART OF AND ARE APPLICABLE IN FULL AND IN EVERY RESPECT TO THESE GENERAL CONDITIONS OPTIONAL COVERS (PERSONAL ACCIDENT AND TEMPORARY INCAPACITY &amp; PERMANENT DISABILITY) .....</b>		
		<b>29</b>
4.1.	ORDER OF PRECEDENCE & PURPOSE OF THE INSURANCE.....	29
4.1.1.	Order of Precedence .....	29
4.1.2.	Purpose of the Insurance.....	29
4.2.	DEFINITIONS .....	29
4.3.	ELIGIBILITY AND ACCEPTANCE INTO THE INSURANCE .....	29
4.4.	EFFECTIVE DATE OF COVERAGE .....	29
4.5.	DURATION AND TERMINATION OF THE INSURANCE .....	30
4.6.	RETURN TO THE HOME COUNTRY .....	30
4.7.	PREMIUM & PREMIUM INCREASE / SUSPENSION AND CANCELLATION OF COVER .....	30
4.8.	TERRITORIAL SCOPE OF THE INSURANCE.....	30
4.9.	CURRENCY .....	30
4.10.	GENERAL EXCLUSIONS .....	30
4.11.	WAR AND TERRORISM .....	30
4.11.1.	War: .....	30
4.11.2.	Terrorism: .....	30
4.11.3.	With respect to the risks and consequences of war and terrorism, .....	31
4.12.	DISPUTE SETTLEMENT .....	31
4.13.	DATA PROTECTION .....	31
REFER TO CLAUSE "DATA PROTECTION" IN CHAPTER I.....		31
4.14.	SUBROGATION.....	31
4.15.	DEFENCE.....	31
4.16.	COMPLAINTS PROCEDURE.....	31
4.17.	GOVERNING LAW.....	31
4.18.	CROSS-BORDER PROVISION .....	31
4.18.1.	Source of Funds; No Money Laundering, No Tax Evasion.....	31
4.18.2.	Breach of Representations; Insurer Right to Rescind and Impose Surrender Charge; Right to Freeze Refund Amount	31
4.18.3.	Policy of Cooperating with Tax and Other Governmental Authorities; Consent to Disclose Information to Tax and Other Governmental Authorities.....	32
<b>5. CHAPTER V: BENEFITS AND PROVISIONS OF THE DIFFERENT COVER TYPES .....</b>		<b>32</b>
5.1.	OPTIONAL VOLUNTARY INSURANCE.....	32
5.1.1.	Personal Accident Cover (Accidental Death & Dismemberment) .....	32
5.1.2.	Temporary Incapacity Cover (Loss of Income).....	37
5.1.3.	Permanent Disability Cover (resulting from illness and/or accident).....	39

# PART I - MEDICAL - CORE PLAN

## 1. Chapter I: GENERAL POLICY PROVISIONS

### 1.1. Order of precedence & purpose of the insurance

#### 1.1.1. Order of precedence

The 'General Policy Provisions' as set out in Chapter I are only valid insofar as they are not contradicted by or in conflict with the provisions proper to the different types of cover as set out in Chapter II.

In case of contradiction or conflict, the latter take precedence over the former. With respect to the 'Emergency Medical Evacuation and Repatriation Cover', the provisions of Chapter III take precedence over the General Policy Provisions of Chapter I.

Moreover, the Special Conditions will always take precedence over the A+ International Healthcare General Conditions.

#### 1.1.2. Purpose of the Insurance

The A+ International Healthcare medical insurance plan ("the Plan") consists of several insurance plans, intended to offer social protection to expatriates and their Dependants.

**This program is not intended to replace mandatory social security types of cover in the countries where such systems exist.**

##### 1.1.2.1. Medical insurance plan

The Plan reimburses - up to the limits defined in the Plan's General Conditions - Reasonable and Customary expenses for Outpatient as well as for Inpatient medical services, provided these expenses have been incurred because of Illness, Accident or maternity (subject to the plan selected).

##### 1.1.2.2. Optional dental insurance

An optional dental plan can be taken out by the persons who are accepted into the Plan.

##### 1.1.2.3. Emergency Medical Evacuation and Repatriation

Unless stated otherwise in the Special Conditions, the Plan also provides for emergency medical evacuation and repatriation services.

### 1.2. Definitions (in alphabetical order)

#### 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.

#### Actively-at-Work

Actively-at-Work requirement means that the person is reporting for work at an approved work location and is actively and competently performing all the essential duties of his or her usual occupation, without restriction for all or most of their regularly scheduled working hours.

If the Insured's effective date is on a non-business day (public holiday, Saturday or Sunday), employees must be actively at work on the normal business days immediately before and after the non-business day.

The following employees are considered as 'Actively-at-Work':

- i. Those on annual leave
- ii. Those on study leave
- iii. Those on maternity leave
- iv. Those on compassion leaves

Employer must send the Insurer a report on those employee(s) who is (are) not Actively-at-Work at the Insured's effective date with the reason provided and the dates of their expected returning to work. Underwriting may be required depending on the reason provided.

Dependants' coverage, if provided, will depend on the employees 'Actively-at-Work' status, and the eligible Dependant cannot be under Treatment in hospital at the Insured's effective date.

#### Assistance Provider

Emergency medical evacuation and assistance services provider designated by the Insurer.

#### Association

Individuals that decide to form a group in order to benefit from conditions applicable to a group contract. The Insurer may consider the group of individuals as individuals unless past claims experience of the group for the last 3 years is provided.

#### Complementary Medicine Practitioner

An acupuncturist, chiropractor, homeopath or osteopath who is legally qualified and allowed to practise Complementary Medicine by the authorities in the country in which the Treatment is received.

#### Complication of Pregnancy

The following Complications of Pregnancy are covered in the same way as any other medical condition, so the rules and limits for the maternity benefits do not apply:

- miscarriage or when the foetus has died and remains with the placenta in the womb
- stillbirth
- abnormal cell growth in the womb (hydatidiform mole)
- foetus growing outside the womb (ectopic pregnancy)
- heavy bleeding in the hours and days immediately after childbirth (post-partum haemorrhage)
- afterbirth left in the womb after delivery of the baby (retained placental membrane)
- complications following any of the above conditions.

Complications of Pregnancy are not subject to waiting period for all medical expenses usually applicable to delivery and maternity care.

#### Co-payment (Co-insurance)

Percentage of the (eligible medical) expenses to be paid by the Insured himself/herself, not reimbursed by the Plan.

#### Chronic Conditions

Sickness, Illness, disease or injury which has one or more of the following characteristics:

- is recurrent in nature;
- is without a known, generally recognised cure;
- is not generally deemed to respond well to Treatment;
- requires palliative Treatment;
- requires prolonged supervision or monitoring;
- leads to permanent invalidity.

#### Day-care treatment

Treatment in a hospital or medical day-care centre, for which the patient does not have to stay overnight.

#### Day surgery

Surgery requiring the use of a conventional operating theatre and performed on an in-and-out same-day basis without an overnight stay.

#### Deductible

The (first) part of the (eligible) medical expenses, not reimbursed by the Insurer and deducted from the amount (of eligible medical expenses) on which the reimbursement is calculated.

#### Dentist (or dental surgeon)

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

### Dependant

The Legal Partner, Domestic Partner and/or unmarried children, until their 26th birthday, of the Insured, who are financially dependent on the Insured.

### Disability

A Sickness, disease, Illness or the entire Injuries arising out of a single or continuous series of causes.

### 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.

### Domestic Partner

Two adults who reside together and have chosen to share their lives in an intimate and committed relationship. (eligibility as specified below in article 1.3.5)

### Eligible Medical Expenses

Medically necessary expenses incurred due to a covered Illness, Accident or maternity (subject to the plan selected) but not exceeding the benefit limits.

### Home country

Country where the Insured normally resides or used to reside and out of which he/she is expatriated to another country, as declared in the application form. If the Home Country cannot be named according to this definition, it is the country of which the Insured has the nationality and is holding a passport from.

### Host Country

Country where the Insured is expatriated to, as declared in the application form, and being the base for premium calculation according to the zone (location of work) (as specified below in article 1.8).

### Infertility Treatment

The Treatment of infertility, surgical or In Vitro Fertilisation (IVF) procedures and all investigative procedures necessary to establish the cause(s) of infertility (e.g. hysterosalpingography, laparoscopy, hysteroscopy).

### Injury

Bodily injury caused solely by Accident.

### Inpatient

Inpatient care or Treatment is Treatment for which, for medical reasons, the patient has to stay in hospital overnight or longer.

### Insurance Year

A twelve months period, starting on the policy effective date of coverage as stated on the Special Conditions.

### Insured

The person(s) covered by the Plan or parts thereof and whose names are mentioned in the Special Conditions.

### Insurer

The insurance company underwriting the risks covered by the insurance plan: Pacific Cross Insurance Company Limited at Unit 25, 2nd Floor, Nia Mall, Saleufi Street, Apia, SAMOA

### Intensive Care Unit

A section within a hospital that is designated as an Intensive Care Unit, and which is maintained on a twenty-four (24) hour basis solely for the treatment of patients in critical condition and which is equipped to provide special nursing and medical services not available elsewhere in the hospital.

### Illness (or Sickness)

A deterioration of health confirmed by a Doctor.

### Legal Partner

A married person as recognised by Hong Kong law.

### Maximum Annual Reimbursement

Benefits payable in respect of expenses incurred for Treatment provided to the Insured during the period of insurance shall be limited to overall annual limits as stated in the schedule of benefits irrespective of a type/types of Disability. In the event the overall annual limit has been exhausted, no further payments shall be made for the remaining period of the Insurance Year.

### Medical Emergency

Medical Emergency is defined as an accidental injury or sudden and unexpected onset of a change in a person's physical or mental condition which, if the procedure or Treatment was not performed immediately could, as determined by the Doctor in attendance, reasonably be expected to result in loss of life or limb or significant impairment to bodily function or permanent dysfunction of a body part. Only a Treatment provided by a medical Doctor (GP or Specialist) and a hospital admission within twenty-four hours following the direct cause of the Medical Emergency will be eligible for reimbursement.

### Medical Treatment

Medical examinations and/or medical procedures needed to restore health, performed or prescribed by a Doctor.

### Medically Necessary

A medical service which is:

- consistent with the diagnosis and customary Medical Treatment for a covered condition, and
- in accordance with standards of good medical practice, consistent with current standard of professional medical care, and of proven medical benefits, and
- not for the convenience of the Insured or the Physician, and unable to be reasonably rendered out of hospital (if admitted as an Inpatient), and
- not of an experimental, investigational or research nature, preventive or screening nature and for which the charges are fair and reasonable for the condition.

### Midwifery

Treatment provided by a legally licensed midwife.

A midwife is a person who, having been regularly admitted to a Midwifery educational program that is duly recognized in the country in which it is located, has successfully completed the prescribed course of studies in Midwifery and has acquired the requisite qualifications to be registered and/or legally licensed to practise Midwifery.

Cover comes under "Maternity benefits" only and is within the limits of the plan chosen.

All Midwifery Treatments must be prescribed by the following obstetrician and must be Medically Necessary.

Pre-certification is always required, failing which no reimbursement will be granted.

### New Born

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

### Nuclear, Chemical, Biological Terrorism

The use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical agent and/or Biological agent during the period of this insurance

by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Chemical agent shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

Biological agent shall mean any pathogenic (disease producing) microorganism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals or plants.

#### Nursing at Home

Nursing at Home refers to the medical services of a registered nurse as prescribed by a Physician in the Insured person's home immediately after or instead of Inpatient or day-care Treatment.

#### Outpatient

Outpatient care or Treatment is Medical Treatment for which the patient does not have to stay overnight in a hospital.

#### Physician

See definition of Doctor.

#### Policyholder

The employer taking out the insurance for the benefit of the Insured, having to pay the appropriate premium to the Insurer on behalf of the Insured. The name of the Policyholder is mentioned in the Special Conditions.

#### Pre-existing Medical Conditions (or Pre-existing Conditions)

Medical conditions or any related conditions, for which symptom(s) has/have been shown at some point prior to commencement of cover, irrespective of whether any Medical Treatment or advice was sought.

Any such condition or related conditions about which the Insured or his/her Dependants know, knew or could reasonably have been assumed to have known, will be deemed to be pre-existing.

#### Prescription Drugs

Drugs/medicines, which are necessary to treat a confirmed medical diagnosis or medical condition, and which are not available without prescription by a Doctor (excluding over-the-counter drugs, OTC).

#### Reasonable and Customary

Medical expenses will be considered Reasonable and Customary if they correspond to the charge usually made by the health care provider for a similar service or supply and do not exceed the normal charge made under the best prevailing conditions for such a service or supply in the locality where the service or supply is received.

If usual and prevailing charges cannot be determined because of the unusual nature of the service or supply, the Insurer will determine to what extent the charge is reasonable, taking into account:

- the complexity involved;
- the degree of professional skill required;
- all other pertinent factors.

#### Salary

The gross Salary being paid to the Insured at the commencement of his/her insurance, before deduction of any income tax. Gross Salary does not include any benefits in kind such as car, living accommodation, bonuses or overtime. In the event of a claim, satisfactory proof of income will be required.

#### Semi-private Room

Dual occupancy accommodation in a hospital with corresponding Treatment rates & charges.



Deluxe, executive rooms and suites are not covered.

### Sickness

See definition of Illness.

### 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.

### Standard-private Room

A private room is a room with one bed. A Standard private room is the lowest rate (regular) private room available in a hospital. Deluxe, executive rooms and suites are not covered.

### Surgery

Any of the following medical procedures:

- to incise, excise or electro cauterize any organ or body part, except for dental services;
- to repair, revise, or reconstruct any organ or body part both invasive and non-invasive;
- to reduce by manipulation a fracture or dislocation;
- use of endoscopy to remove a stone or object from the larynx, bronchus, trachea, esophagus, stomach, intestine, urinary bladder, or urethra.

### 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.

## 1.3. Eligibility and acceptance into the insurance

### 1.3.1. Application

The Plans do not cover the Treatment of Pre-existing Medical Conditions and related conditions. A pre-existing condition means any disease, Illness or Injury for which the Insured has received medication, advice or Treatment, or which the Insured has experienced symptoms, whether the condition has been diagnosed or not, at any time before the date on which the Insured's Plan starts, except where such medical conditions have been declared in the application form and subsequently accepted in writing by the Insurer.

**1.3.1.1.** Specific application forms are available for enrolment of Individuals and Groups who may choose either Underwritten or Moratorium enrolment.

#### 1.3.1.1.1. Underwritten enrolment:

The medical questionnaire included in the application form must be completed fully and accurately, failing to do so may invalidate the policy.

#### 1.3.1.1.2. Moratorium enrolment:

After two years continuous membership, any pre-existing medical conditions (and related conditions) will become eligible for benefit, subject to the terms and conditions of the Insured's plan, provided the Insured has not during that period:

- a) consulted any Medical Practitioner or Specialist for Treatment or advice (including check-ups)  
or
- b) experienced further symptoms  
or
- c) taken medication or been advised to follow special Treatment (including drugs, medicine, special diets, injections, etc.)

Examples of Pre-existing Conditions that will never be covered include diabetes, hypertension (raised blood pressure), hyperlipidemia (raised cholesterol level), ischemic heart disease, cancer, thyroid disease, and auto-immune disorders. If the Insured has suffered from any of these conditions, or any other condition for which it is generally accepted medical advice that it be monitored in any way, then the condition - and any related conditions - will never be covered. Examples of related conditions are raised cholesterol levels and heart disease and stroke. If the Insured has suffered from high cholesterol before the Insured's date of entry to the plan the Insured will never be covered for cardiac problems of strokes.

### **1.3.2. Eligibility**

#### **1.3.2.1. Employees ('group cover')**

The Plans are open to employers and to Associations to cover their employees / members (and their Dependants) for group coverage.

The Insurer may restrict eligibility of coverage in certain countries and areas upon enrolment.

#### **1.3.2.2. Individual expatriates**

The Plan is also open to individual expatriates (private persons) and their dependants who reside outside of their home country.

The insurer may restrict eligibility of coverage in certain countries and areas upon enrolment.

### **1.3.3. Acceptance into the insurance**

#### **1.3.3.1. Employees ('group cover')**

In case of compulsory affiliation by the employer and the number of enrolled employee amounts to less than 20 employees, a medical questionnaire has to be completed by each employee and for each Dependant and has to be submitted by the applicant-Insured(s) to the Insurer through the Third-party Administrator.

The Insurer can define partial or total exclusion of cover, or, at his discretion, propose an additional premium to waive exclusions.

Members of an Association can also benefit of the same conditions, if the cover is mandatory for all members and based on the evaluation of the claim report for the last 3 years by the underwriters of the Insurer. If, however, the latter conditions are not met, the members in the Association have to complete a medical questionnaire.

In case of compulsory affiliation by the employer of a group of 20 or more employees:

a) no health declaration(s) will, in principle, be required for the medical insurance plan, meaning that there will be immediate and full acceptance into the medical insurance of both employees and Dependants and

b) waiting periods including for maternity care are not any longer in force.

c) for the other insurance plans (the optional voluntary insurance cover: Personal Accident Cover / Temporary Incapacity Cover / Permanent Disability Cover) however, the Insurer can still define partial or total exclusion of cover, or, at his discretion, propose additional premium to waive exclusions.

#### **1.3.3.2. Individual expatriates ('individual cover')**

A medical questionnaire has to be completed for each person (including each dependant) and has to be sent by the candidate-insured(s) to the Insurer through the Plan Administrator. The Insurer can define partial exclusions, total exclusion of cover (refusal of cover), or, to his discretion, propose additional premium to waive exclusions.

### **1.3.4. Addition of new Dependants into the insurance**

Addition of a Dependant is possible, provided that the application is based on the same procedure and conditions of acceptance, as described in article 1.3.3 and within 2 months after becoming eligible for the insurance.

Addition of a New Born is possible, provided that the application is made within 2 months following the date of birth.

A medical questionnaire must be completed when the New Born is declared to the Insurer more than 2 months after birth. The Insurer can propose an additional premium to waive exclusions. Premiums for the New Born are to be paid as from the first month of affiliation.

Adopted children may also be included in the policy, enrolment of whom is subject to full underwriting.

### **1.3.5. Domestic Partner eligibility**

To be an eligible Domestic Partner, the following criteria/guideline must be fulfilled.

1. To maintain the same principal place of residence, have done so for at least one year and intend to do so indefinitely
2. To be engaged in a committed relationship in mutual caring and support and are jointly responsible for each other's common welfare and financial obligations.
3. Both employee and partner are at least 18 years old of age and mentally competent to consent for a contract at the time of enrolment of the Domestic Partner under the plan.
4. To be each other's sole partner and intend to remain so indefinitely.
5. Neither of them is married
6. Evidence (e.g. utility) should be provided on demand.
7. Changes in Domestic Partner are acceptable. However the employee has the responsibility to inform the Third-Party Administrator of any termination of Domestic Partner immediately, once they do not fulfil the eligibility requirement. No backdating of termination will be allowed. Enrolment of a new Domestic Partner into the plan will only be accepted at least 12 months after the termination of the previous Domestic Partner. Any case of dishonesty or wilful misrepresentation may result in rejection of claims and termination of coverage in respect of the relevant Domestic Partner with immediate effect.

### **1.3.6. Age limits for enrolment**

- For employee Actively-at-Work, enrolled on a compulsory basis by their employer, there is no specific age limit set for enrolment into the medical insurance plan. For the other optional insurance plans, reference is made to the conditions applying to each of these insurance plans.
- For individual expatriates and Insured members of Associations, the age limit set for enrolment is 70 years. Above attained age 71, neither private persons nor their Dependants can enrol into the plan.

### **1.3.7. Change level of cover**

Downgrading and upgrading is possible, but only on the renewal date of the policy. In case of upgrading, the medical questionnaire has to be filled out again.

Changing the geographical scope (territoriality) of the cover is always possible in function of the country of expatriation. However, it is not possible to change to the worldwide cover for short periods with the objective to get Treatment in the USA or Canada.

Changing to a higher or lower deductible is possible, but only on the renewal date of the policy. In case the Insured wishes to change to a lower deductible, he/she will have to complete a new medical questionnaire.

### **1.4. Effective date of coverage**

The insurance cover takes effect on the date stated in the Policy Schedule, subject to the acceptance by the Insurer or Third-Party Administrator of:

- the completed application form and,
- the acceptance of the applicant-Insured by the Insurer, whenever such medical acceptance is required in accordance with the specific eligibility and acceptance rules of each insurance cover, as described in the different chapters of these General Conditions.

However claim reimbursements cannot be done until the related premium has been paid in full.

New Dependants have to be declared within 2 months following the date of marriage, birth or legal adoption and according to clause 1.3.4.

The insurance cover takes effect on the date stated in the Policy Schedule, subject to the acceptance by the Insurer or Third-Party Administrator, whenever such medical acceptance is required (in accordance with the specific eligibility and acceptance rules of each insurance cover, as described in the different chapters of these General Conditions).

### **1.5. Duration and termination of the insurance**

#### **1.5.1. Duration of the policy**

The duration of the insurance policy is fixed for a period of 12 months starting on the policy effective date of coverage as stipulated in article 1.4 above, unless otherwise agreed upon by the parties

(Policyholder and Insurer). At the end of the Insurance Year, the policy will be automatically renewed by tacit agreement for another year, unless otherwise agreed by the parties.

## **1.5.2. Termination of the policy**

### **1.5.2.1. Group Cover**

The policy can be terminated by the Policyholder through notification by registered letter, delivered to the Insurer at least one month before the renewal date of the policy.

The Insurer reserves the right to revise or discontinue the Plan with effect from any renewal date.

### **1.5.2.2. Individual Expatriates**

The policy can be terminated by the Policyholder through notification by registered letter, delivered to the Insurer at least one month before the renewal date of the policy.

## **1.5.3. Individual continuation of cover when leaving a group contract**

The expatriate employee or member can choose to complete a medical questionnaire when entering into a group insurance contract to benefit from individual continuation of coverage. The same conditions will apply as stated in the group insurance contract, as long as the employee or member was insured for at least 6 months under the Plan group cover, and still meets the eligibility conditions. Individual premiums will be applicable as from the date of transfer to an individual cover.

- For Insured without any pre-existing conditions at the date of entry into the group contract can continue the coverage on an individual basis at applicable individual premium.
- For Insured persons with one or more pre-existing conditions at the date of entry into the group contract, the transfer to an individual policy is subject to written approval from the underwriters. Terms of cover may be subject to variations.

## **1.5.4. Termination date of cover for Dependants under the policy of the Insured or individual expatriate**

### **1.5.4.1. For the Domestic Partner or Legal Partner:**

The cover will end at latest at the end of the Insurance Year in which the divorce or the legal separation or the end of the Domestic Partnership has occurred.

### **1.5.4.2. For the unmarried children:**

- upon the date of marriage;
- upon the twenty-sixth birthday;
- when they are no longer considered to be Dependants .

### **1.5.4.3. Aggravation of the Risk**

With respect to insurance covers 'Emergency Medical Evacuation and Repatriation', and if applicable, 'Personal Accident Cover / Temporary Incapacity cover / Permanent Disability Cover', the Insured is obliged to inform the Insurer (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 Insurer may then propose new insurance conditions (within a period of one month after having received notification of the aggravation of the risk) or cancel the insurance cover (within one month) retro-actively as from the moment of the start of the aggravation of the risk.

## **1.6. Return to the Home Country**

### **1.6.1. For non-US Citizens**

Upon notification of the end of expatriation with the exact date of relocation to the home country by the Policyholder or Insured person in writing, the Plan will remain in force for up to 12 months after the actual date of relocation to the home country at which date it will be automatically terminated.

The Policyholder can nevertheless request - in writing and before the termination date - cover for one additional period of 12 months (without interruption of cover), at the conditions prevailing on the first day of this additional period of 12 months. During this period the Insured (or the Policyholder) can apply for affiliation to a local social security scheme or look for another private insurance.

#### 1.6.2. For overseas US citizens

Upon notification of the end of expatriation with the exact date of relocation to the US by the Policyholder or the Insured person in writing, the Plan will be terminated at the date of relocation.

### **1.7. Premium & Premium Increase / Suspension and Cancellation of Cover**

#### **1.7.1. Amount and payment of the premium**

The premium is fixed by indivisible year, and is payable by the Policyholder to the Insurer (through the Third-party Administrator or its agents as required on the premium invoice) on a yearly or half yearly basis in advance. Taxes and charges as established by the applicable laws will be added to the amount of the premium, and have to be paid in full by the Policyholder.

Semi-annual and quarterly payments are payment frequency options only, therefore the Policyholder is responsible in paying the full policy year premium to the insurer.

#### **1.7.2. Premium Increase**

In case the Insurer increases the premium rate, the Insurer will notify the Policyholder, in writing, of said increase and of the date as from which the new premium will become effective.

The new premium rates will become effective as of the next renewal date, starting on or after January 1<sup>st</sup> of the next calendar year. The Policyholder will receive a written notification.

For Group policies which are subject to experience rating the Insurer may at the end of any policy year adjust the premium rates, but no increase shall be retroactive. On each such policy renewal date after the policy start date (as specified on the Special Conditions) the group policy is renewable subject to the consent of the Insurer for an additional annual period by the payment of the premium at the Insurer's premium rates in effect at the time of such renewal.

If the Policyholder does not agree with the new premium conditions, he can terminate the policy through notification of cancellation to the Insurer by registered letter, delivered to the Insurer or the Third-party Administrator at least 30 days before the renewal date of his policy.

#### **1.7.3. Suspension of cover and cancellation of the insurance due to non-payment of premium**

In case of failure by the Policyholder to pay the premium on the due date, the Insurer has the right to suspend or cancel the insurance policy. Failure of which will result to non-payment of pending claims and claims that are yet to be reported which were incurred within the policy year. The Insurer will first notify the Policyholder by means of a registered letter, reminding the Policyholder of the amount of the premium that has to be paid, and informing him of the consequences of non-payment. If the premium shall then not have been paid within 30 days following service or posting of the registered letter, the insurance cover will be suspended automatically. Payment by the Policyholder of the premiums due, together with interest, if any, shall terminate suspension. The Insurer may cancel the policy during the period of suspension. In this case, cancellation shall take effect on the expiry of the period of 30 days, starting from the first day of suspension. Claims incurred during the period of suspension are not covered.

### **1.8. Territorial scope of the insurance**

There are three zones (geographic areas). The Insured must choose the zone according to the country / area in which the Insured will be located (location of work) at the time of inception of policy. The premiums are set according to the zone (location of work).

- Zone 1: Rest of World (excluding Hong Kong/ China/ USA/ Canada)
- Zone 2: Hong Kong/ China
- Zone 3: USA/ Canada

With respect to the medical insurance Plan and the optional dental cover, the Policyholder/Insured can choose between 2 geographic areas of elective treatment:

- Worldwide cover
- Worldwide cover with exception of medical expenses incurred in the United States of America (USA) and Canada.

However, during business trips or holidays, not exceeding 90 days in aggregate per Insurance Year, medical expenses incurred in the USA or Canada as a direct consequence of an Accident or a Medical Emergency are covered up to the limits of the policy. If the medical condition concerned already

existed prior to the travel to the USA or Canada, the medical expenses are not covered. Expenses related to pregnancy (and complications thereof) and/or childbirth will not be considered to be Accident or Emergency expenses, and will therefore not be covered.

For the optional dental and optical cover, the same geographic area will apply as for the other medical expenses.

The choice of geographic area has to be made before the coverage takes effect, and can only be changed at the annual renewal date.

With respect to countries where war or warlike situations exist reference is explicitly made to the separate conditions related to the emergency medical evacuation cover, as set out in Chapter III.

### **1.9. Currency**

The medical plan can be taken out in € (EURO), in \$ (US Dollar) or in CHF (Swiss Franc). All optional options shall be taken in the same currency. The choice of currency has to be made (by the Policyholder) before the coverage takes effect, and can only be changed at the annual renewal date. Premiums shall be payable in EUR, USD or in CHF according to the currency in which the policy has been concluded. Claims are payable only in USD.

With respect to expenses incurred in another currency than the currency of the policy, the conversion will be based on the European Central Bank daily Rate of Exchange in effect on the date the medical service has been billed. The Insurer may settle medical bills in a currency other than the currency of the insurance policy, viz. in the original currency, especially in case of direct payment to hospitals insofar as allowed under the local legislation of the country concerned.

### **1.10. General Exclusions**

The Insurer and other service providers will not provide cover or pay claims under this policy if doing so would expose the Insurer or the service 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 coverage described in this policy does not extend to:

- Consequences of active participation in war or terrorism: by the Insured (and/or his/her covered Dependants);
- Consequences of a voluntary or intentional act : committed by the Insured person or his/her beneficiary; or consequences of hazardous competitions;
- Consequences of insurrections or riots: if by taking part the Insured 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 Insured falls victim to the above mentioned disturbances.
- Consequences of the preparation of or participation in crimes or misdemeanours;
- 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 Insured participation in any sport as a professional or under contract providing compensation, as well as any preparatory training to such activities;
- Flight risk: the insurance covers the use, as a passenger, of all planes, hydro-planes or helicopters duly authorised to transport persons, as long as the Insured 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; however this exclusion is not applicable to the health insurance cover and the dental cover.

**Important remark:**

For the optional specific exclusions relating to each separate insurance cover of the insurance Plan, reference is explicitly made to the provisions proper to the different types of cover (see chapter III for evacuation and repatriation cover).

### **1.11. War & Terrorism**

The Insurer will not pay for Treatment of any condition resulting directly or indirectly from, or as a consequence of war, acts of foreign hostilities (whether or not war is declared), civil war, rebellion, revolution, insurrection or military or usurped power, mutiny, riot, strike, martial law or state of siege, or attempted overthrow of government, or any acts of terrorism, unless the Insured person is an innocent bystander (only applicable to medical core plan).

### **1.12. Dispute Resolution**

Should any difference arise between the parties, the parties agree that only the courts in Hong Kong shall be considered competent and that Hong Kong law will be applicable.

As both parties subscribed to this policy in good faith, in the event that the two parties do not agree on the application of the policy, they agree, prior to any recourse to the Courts, to refer to the decision given by two arbitrators chosen respectively by each party. In case the two arbitrators do not arrive at an agreement, they shall designate a third arbitrator. If they fail to agree on the choice of this third arbitrator, the parties agree to resolve all disputes which may arise out of or in connection with or in relation to this Policy by referring all disputes to a Senior Counsel in Hong Kong to make a final determination in accordance with the laws of Hong Kong. The determination of the Senior Counsel appointed and the parties hereby expressly agree to be bound by the determination of the Senior Counsel appointed. If the parties cannot agree on the appointment of a Senior Counsel to make a determination, then the matter shall be referred to the Hong Kong Bar Association (the "Bar Association") who shall be asked to appoint a suitable Senior Counsel to make a determination and the parties expressly agree to accept the Senior Counsel appointed by the Bar Association and hereby expressly agree to be bound by the determination of the Senior Counsel appointed by the Bar Association. Determination of any dispute by a Senior Counsel shall be a condition precedent to any liability or right of action against the Company. For the avoidance of doubt, the parties agree to pay half of Senior Counsel's fee; and bear their own legal costs, if any.

### **1.13. Personal Information Collection Statement**

The policyholder binds himself to communicate to the Insurer all the information concerning the Insured, respecting solemnly the legislation related to private data.

Those information could be communicated to reinsurers, professionals organisms, and also to all organisms intervening in management and execution of the policy.

In exchange, Insured will be free to access to information concerning them, according to the current aforesaid legislation. To consult them, oppose to them, or ask their correction, Insured will have to contact Pacific Cross Insurance Company Limited (c/o International Administrators Limited 11/F, O.T.B. Building, 160 Gloucester Road, Wanchai, Hong Kong).

### **1.14. Subrogation**

With payments being of a compensatory nature and being paid in reimbursement of costs incurred by the Insured, should the case arise, the following provisions may apply: the Insurer is subrogated, up to the amounts paid by him, in the rights and actions of the Insured, against any third party responsible.

### **1.15. Defence**

Any defence inherent in the insurance contract which the Insurer may raise against the Policyholder may also be raised against the Insured, whoever he/she may be.

### **1.16. Complaints Procedure**

If an Insured has any complaint regarding the standard of service received under this insurance contract, the following procedure is available to restore the situation, the Insured should write to APRIL Hong Kong Limited, 9th Floor, Chinachem Hollywood Centre, 1-13 Hollywood Road, Central, Hong Kong.

If not satisfied the Insured should write then to Pacific Cross Insurance Company Limited c/o International Administrators Limited 11/F, O.T.B. Building, 160 Gloucester Road, Wanchai, Hong Kong.

### **1.17. Governing Law**

Without prejudice to article 1.12, this contract shall be governed by, construed and interpreted in accordance with Hong Kong Law. All and any documents issued pursuant to this contract will be written in English. The English version of this contract is leading.

### **1.18. Review of Policy**

The Policyholder and the Insurer agree to notify each other as soon as they know about it of any fact or legal that is likely to materially modify the pre-existing conditions to the Policy.

When a legislative or regulatory decision has materially modified the pre-existing conditions or the application of the Insurer's commitments, the latter will proceed, should the need arise, on the effective date of the modifications in question, with the revision of the insurance conditions.



## **2. Chapter II: BENEFITS AND PROVISIONS OF THE DIFFERENT COVER TYPES**

### **2.1. Health Insurance Cover**

#### **2.1.1. Medical Insurance**

##### **2.1.1.1. Purpose of the Plan**

The Plan reimburses - up to the limits defined in the present General Conditions - Reasonable and Customary expenses for Outpatient as well as for Inpatient medical services, provided these expenses have been incurred because of Illness, Accident or maternity (subject to the plan selected).

On an optional basis, an optional dental insurance can be taken out by the persons who are accepted into the Plan.

##### **2.1.1.2. Eligibility and acceptance into the medical insurance plan**

With respect to eligibility and acceptance into the Plan, reference is made to conditions as set out in article 1.3, Chapter I of the General Policy Provisions.

##### **2.1.1.3. Levels of Medical Cover**

With respect to Plan, there are four different levels of cover:

- Level 1 = Hospitalisation
- Level 2 = Global 80
- Level 3 = Global 100
- Level 4 = Global 100 Plus

The level chosen by the Policyholder is mentioned in the Special Conditions of the insurance policy. Each level corresponds to a different level of benefits, details of which are mentioned in the table of benefits hereafter.

Levels can only be changed at the renewal date of the insurance policy. The change of level has to be requested at least one month in advance, in writing, to the Insurer. In case of upgrading of the Plan level, the medical questionnaire has to be filled out again.

#### **2.1.2. Benefits**

Eligible medical expenses, subject to the exclusions, limits and ceilings mentioned in this Plan, are listed in the table of benefits in force for the time being. The Plan reimburses eligible 'Reasonable and Customary' expenses for Outpatient as well as for Inpatient medical services, provided these expenses have been incurred because of Illness, Accident or maternity (subject to the Plan level selected).

Moreover, to qualify for reimbursement, treatments and procedures have to be Medically Necessary and appropriate (consistent with the diagnosis as established by a Doctor). They have to be prescribed by a Doctor, and performed by a Doctor or by a legally qualified and duly licensed Medical Practitioner.

The reimbursement ceilings (i.e. the maximum amount of reimbursement) for certain types of medical services are - unless indicated otherwise in the table of benefits - always applicable per Insured and per Insurance Year. This means that each ceiling is applicable for a 12 months period of uninterrupted coverage, starting on the effective date of coverage of the Insured.

#### **2.1.3. Description of benefits**

##### **2.1.3.1. Inpatient Treatment**

Pre-certification as stated in clause 2.1.3.4. below is always required except in case of Medical Emergency. Failure to comply with the pre-certification requirement will lead to a reduction of the reimbursement with 25%.

###### **2.1.3.1.1. Hospital room and board**

Reimbursement of the Reasonable and Customary charges Medically Necessary for room accommodation and meals. The amount of the benefit shall be equal to the actual charges made by the hospital during the Insured's confinement. If a Standard-private Room (or Semi-private Room if this

option is chosen by the client) is not available at the time of admission, then the next lower level of accommodation available must be chosen. Under no circumstance will the Insurer pay for a higher level cost than the lowest rate for a Standard-private Room (or Semi-private Room).

#### 2.1.3.1.2. Intensive Care Unit

Reimbursement of the Reasonable and Customary charges Medically Necessary for actual room and board incurred during confinement as an inpatient in the Intensive Care Unit of the hospital. This benefit shall be payable equal to the actual charges made by the hospital.

No hospital room and board benefits shall be paid for the same confinement period where the daily Intensive Care Unit benefit is payable.

#### 2.1.3.1.3. Doctors' fees

##### a. Surgical fees

Reimbursement of the Reasonable and Customary charges for a Medically Necessary Surgery by the Specialists, but within the maximum indicated in the schedule of benefits. If more than one (1) Surgery is performed for any one Disability, the total payments for all the surgeries performed shall not exceed the maximum stated in the schedule of benefits.

##### b. Anaesthetist fees

Reimbursement of the Reasonable and Customary charges by the anaesthetist for the Medically Necessary administration of anaesthesia not exceeding the limits as set forth in the schedule of benefits.

##### c. Doctor's fees

Reimbursement of the Reasonable and Customary charges for doctor's daily bedside visit during hospital confinement.

#### 2.1.3.1.4. Other medical expenses

##### a. Operating theatre

Reimbursement of the Reasonable and Customary operating and recovery room charges incidental to the surgical procedure.

##### b. Hospital supplies and services

Reimbursement of the Reasonable and Customary charges actually incurred for Medically Necessary general nursing, prescribed and consumed drugs and medicines, dressings, splints, plaster casts, medical imaging (x-ray, CT, MRI, etc.), medical aids, laboratory examinations, electrocardiograms, physiotherapy, logopaedic treatment, speech therapy, occupational therapy and ergo therapy.

#### 2.1.3.1.5. Parent accommodation

Reimburses up to stipulated limits stated in the schedule of benefits the expenses for meals and lodging to accompany a dependent child who is the Insured (aged below sixteen (16) years) in the hospital.

#### 2.1.3.1.6. Hospital cash benefit

Hospital cash benefit is the daily allowance, only when room, board & treatment are received free of charge.

#### 2.1.3.1.7. Convalescence and rehabilitation

Convalescence and rehabilitation rest/care (in a recognised centre and when the admission is medically motivated) is covered when the admission immediately follows (within five (5) days) an hospitalisation for Illness or Surgery and with a maximum of days according to the Plan level chosen.

### 2.1.3.2. Outpatient treatment

This benefit provides for the reimbursement of actual expenses incurred for Outpatient care subject to the stated sub-limit set forth in the schedule of benefits.

#### 2.1.3.2.1. Doctor's fees

Consultation with a legally registered General Practitioner, Family Doctor, Specialist as a result of common sicknesses and bodily Injuries, where hospitalisation is not required.

#### 2.1.3.2.2. Diagnostic tests

Reimbursement of the Reasonable and Customary charges for Medically Necessary tests (ECG, x-ray, laboratory tests etc.) which are performed for diagnostic purposes on account of an injury or illness, within the amount as set forth in the schedule of benefits and which are recommended by a qualified Medical Practitioner.

#### 2.1.3.2.3. Prescription medicines/drugs

Only drugs that are prescribed by a Doctor and that are not available without prescription can be reimbursed. Medicines that do not qualify for reimbursement: lifestyle products, dietary products, vitamins, food supplements etc.

For vaccines, the special provisions of clause 2.1.3.2.4. below apply.

#### 2.1.3.2.4. Preventive care and wellness benefits

- well baby care;
- vaccinations (adults and children);
- one routine eye test per Insurance Year;
- one adult physical examination every 2 years including:
  - one (bilateral) mammogram every 2 years [for Insured females as of age thirty-five (35) years];
  - one pap-smear test every 2 years [for Insured females as of age thirty-five (35) years];
  - one PSA-test every 2 years [for Insured males as of age fifty (50) years].

A waiting period of 12 months applies to preventive care and wellness benefits.

Preventive care and wellness benefits for New Borns born into the policy, and prescribed vaccinations for children are not subject to this waiting period.

#### 2.1.3.2.5. Physiotherapy

Physiotherapy prescribed by a Doctor, including mensendieck physiotherapy, is covered on the condition that the medical prescription clearly mentions the need for this specific form of physiotherapy AND if the care provider is a certified physiotherapist.

#### 2.1.3.2.6. Treatments performed by complementary Medical Practitioners

- Chiropractor
- Osteopath
- Acupuncturist
- Homeopath

These Treatments must be prescribed by a registered Doctor.

### 2.1.3.3. Other Medical Treatments

These benefits provide for the reimbursement of actual expenses incurred subject to the stated sub-limit of the overall annual limit per Insured per Insurance Year (unless stated otherwise) for:

#### 2.1.3.3.1. Maternity care (covered on a per pregnancy basis)

##### a. Pregnancy

Costs are reimbursed according to the type of Outpatient Treatment.

##### b. Childbirth

The covered amount includes reimbursement for Doctors' fees, hospital accommodation, other related medical expenses incurred during hospital stay.

Elective caesarean surgery is excluded from cover.

##### c. Waiting period

There is a twelve (12) month waiting period for all medical expenses related to delivery and maternity care, meaning that only expenses incurred as from the thirteenth (13<sup>th</sup>) month after acceptance into the insurance can be eligible for reimbursement.

This waiting period can be waived for larger groups if at the time of affiliation they had been benefiting from a similar cover. Such waiver is only valid if explicitly mentioned in the Special Conditions attached to this policy.

#### 2.1.3.3.2. Expenses related to sterilisation

One sterilisation per Insured and per lifetime

There is a twelve (12) months waiting period for all medical expenses related to sterilisation.

#### 2.1.3.3.3. Cancer treatment

If an Insured is diagnosed with Cancer as defined below, the Insurer will reimburse the Reasonable and Customary charges incurred for the Medically Necessary treatment of cancer performed at a legally registered Cancer Treatment centre subject to the limit of this disability as specified in the schedule of benefits. Such treatment (e.g. radiotherapy or chemotherapy, consultation, examination tests, take home drugs, excluding experimental treatment) must be received as an Inpatient or as an Outpatient at a hospital or a registered Cancer Treatment centre following discharge from hospital confinement or Surgery.

Cancer is defined as the uncontrollable growth and spread of malignant cells and the invasion and destruction of normal tissue for which major interventionist treatment or surgery (excluding endoscopic procedures alone) is considered necessary. The Cancer must be confirmed by histological evidence of malignancy.

#### 2.1.3.3.4. Organ transplant

Reimburses Reasonable and Customary Charges incurred on transplantation surgery for the Insured being the recipient of the transplant of an organ. Payment for this benefit is applicable whilst the policy is in force and shall be subject to the limit as set forth in the schedule of benefit. The covered amount includes doctor's fees, hospital accommodation (Standard-private Room) and other related medical expenses during hospital stay. Prior approval of the Insurer is always required.

Following expenses are excluded from cover:

- costs related to the search for a donor;
- costs for acquisition of the organ (in case a price is charged for the organ);
- costs incurred for removal of organ from the donor.

#### 2.1.3.3.5. Kidney dialysis

If an Insured is diagnosed with Kidney Failure as defined below, the Insurer will reimburse the Reasonable and Customary charges incurred for the Medically Necessary treatment of kidney dialysis performed at a hospital or at a legally registered dialysis centre subject to the limit of this disability as specified in the schedule of benefits.

Kidney Failure means end stage renal failure presenting as chronic, irreversible failure of both kidneys to function as a result of which renal dialysis is initiated.

These benefits exclude all experimental treatments.

#### 2.1.3.3.6. Medical aids

The Insurer reimburses Reasonable and Customary charges for hearing aids, orthopaedic appliances & stockings, artificial limbs, wheelchair, etc.

#### 2.1.3.3.7. Local ambulance to the nearest hospital

Reimbursement of the Reasonable and Customary charges incurred for necessary domestic ambulance services (inclusive of attendant) to and/or from the hospital of confinement. Payment is subject to the maximum limit set forth in the schedule of benefits.

#### 2.1.3.3.8. Psychiatric care

Outpatient psychiatric care reimburses only care prescribed by or performed by a Doctor. The covered amount includes fees of Doctor and/or (Treatment fees of) Medical Practitioner, but does not include drugs. Drugs are covered according to the provisions of Prescription drugs.

Following expenses will also fall under the same ceiling as Outpatient psychiatric care: ergotherapy, logopaedics and/or speech therapy, occupational therapy.

#### 2.1.3.3.9. Dental treatment following accident

Dental surgery is only covered if required to restore damage to natural teeth.

#### 2.1.3.3.10. Hospice and palliative care in case of terminal illness

In-Patient, Day-Patient or Out-Patient Treatment following the diagnosis of terminal condition given on the advice of a Medical Practitioner or Specialist for the purpose of offering temporary relief of symptoms. Charges for hospital or hospice accommodation, nursing care by a qualified nurse and prescribed drugs and dressings are covered subject to the sub-limit of the overall lifetime limit.

#### 2.1.3.3.11. Human Immunodeficiency Virus (HIV) / Acquired Immune Deficiency Syndrome (AIDS)

The Insurer will reimburse medical expenses, which arise from or are in any way related to HIV and/or HIV related illnesses, including AIDS or AIDS Related Complex (ARC) and/or any mutant derivative or variations thereof. Expenses are limited to pre and post-diagnosis consultations, routine check-ups for this condition, drugs and dressings (except experimental or those unproven), hospital accommodation and nursing fees.

Pre-Authorization by the Insurer or Third-party Administrator is required before this benefit can be considered. Authorization for this benefit is subject to review.

#### 2.1.3.3.12. Vegetative State

If the Insured is declared to be in a vegetative state, Medically Necessary Treatments, up to 90 days from the date of such declaration, are covered subject to the limits of the Plan selected

### **2.1.3.4 Pre-Authorization & Direct Settlement**

#### 2.1.3.4.1 Pre-Authorization requirement - Direct settlement

All Inpatient Medical Treatments (except emergency hospital admissions), as well as day surgery and day care treatment are subject to pre-certification.

This means that in case of non-emergency hospitalisation, day surgery or day care treatment, for which the diagnosis of the medical condition has been established more than 15 days before actual admission into hospital (or before the start of the day care treatment or day surgery), the Insurer has to be informed - in writing - at the latest 15 days before the treatment will be performed (in case of childbirth, 15 days before the delivery will take place).

Following information is required:

- diagnosis;
- description of the required Medical Treatment;
- name and address of the hospital where the Treatment will be given;
- expected length of stay in the hospital;
- estimated cost of the Treatment.

In case of an emergency hospitalisation, the Insurer has to be informed as soon as possible (normally within 48 hours) and at the latest before discharge from the hospital.

In case of failure to comply with the pre-certification requirement, the Insurer reserves the right to apply a penalty of twenty-five (25) percent. This means that the reimbursement of the eligible expenses will be reduced to seventy-five (75) percent of the amount the Insured would normally be entitled to (Reasonable and Customary charges) if he/she had duly fulfilled the said requirements.

#### 2.1.3.3.13. Direct Settlement.

In the event of a planned admission to hospital on an In-Patient or Day-Patient basis, it is possible for the Insurer to send the medical provider a Guarantee of Payment (GOP). In this case it is important that the Insured contacts the Insurer at least five working days prior to the Insured's scheduled admission in order that we may, wherever possible, arrange for the direct settlement of any eligible bills that the Insured incurred when receiving Medical Treatment.

### **2.1.3.5. Restrictions and Exclusions**

In addition to the exclusions mentioned in article 1.10 ('General Exclusions') of Chapter I (General Policy Provisions), the following items or services are excluded from cover:

- non prescribed Medical Treatments;

- periodic preventive health examinations except those explicitly mentioned in the table of medical benefits;
- complementary (and/or alternative) Medical Treatments other than those explicitly mentioned in the table of medical benefits;
- rejuvenation- and spa-cures, cosmetic treatments and convalescent rest;
- rehabilitation (unless admission follows immediately an hospitalisation)
- facilities for the aged, primarily giving custodial, educational and rehabilitation care;
- expenses resulting from maternity (subject to the plan selected) and childbirth during the first 12 months after the inception date of cover; (unless explicitly waived in the Special Conditions);
- non prescribed drugs;
- OTC ('over-the-counter') medicines: lifestyle products, dietary products, vitamins, food supplements and food products, baby food, mineral waters, tonics, cosmetic products etc. – even if prescribed by Doctor.
- expenses related to sterilisation (unless specified in the table of benefits);
- contraceptive and birth control drugs, even if prescribed by a Doctor;
- costs related to abortion except in case of absolute medical necessity;
- consequences of drug-addiction and alcoholism;
- cosmetic/aesthetic treatment except restorative treatment following Accident;
- surgical procedures costs related to corrective eye surgery (keratectomy and keratotomy, including LASIK- and LASEK-procedures) are excluded from coverage, except in case of refractive illness of the cornea in which case they are covered as any other surgical expenses;
- remedial teaching;
- orthoptics;
- sunglasses, even if prescription lenses;
- elective caesarean delivery expenses;
- sex change operations and all related treatments.

#### **2.1.3.6. Claims Procedure / Coordination of Benefits - Other Insurance / Claims Payment**

##### **2.1.3.6.1. Claims Procedure**

Each claim has to be submitted to the Insurer, in writing or via e-mail by using scanned copies, using the special claim forms made available by the Third-Party Administrator as soon as possible after the event giving rise to the claim. The claim has to be accompanied by the original supporting documentation including all relevant invoices, and proof of payment whenever requested by the Insurer. Diagnosis and full details (name and dosage) of prescribed medicine must be stated on the original bill and the claim form.

Moreover, in case of Accident, the Insured has to provide following additional information:

- date and detailed description of circumstances and place of the Accident;
- identity of persons involved, as well as of witnesses and persons possibly liable;
- official report from local authorities (police or other).

As indicated above, the Insured can choose to send scanned copies of the claims and all supporting documents by e-mail, on the condition that the claimed expenses are equal to or lower than 500 EUR / 675 USD / 750 CHF. Should the Insured choose to send scanned copies of the invoice and the claim form via email, he shall keep the original invoices for a minimum period of 12 months. During this period, the Insurer reserves the right to ask for the original invoices at any time.

##### **2.1.3.6.2. Coordination of Benefits - Other Insurance**

If the Insured is entitled to a reimbursement by another insurer or social security system, the amount reimbursed by the other insurance will be deducted from the amount of reimbursement as determined in accordance with the provisions of article 2.1.2. ('Benefits'). In that case the Insured has to attach (to his/her claim) copies of the pertaining medical bills and the original settlement notes (with details of the amount reimbursed) provided by the other insurer or the social security system concerned.

Total reimbursement for any given claim will never exceed the total amount of expenses actually incurred by the Insured.

#### 2.1.3.6.3. Payment of Medical Claims

The Insurer shall effect reimbursement of the covered reasonable and customary medical expenses (up to the limits defined in these General Conditions) following the receipt of the claim form and the relevant and complete written evidence of the medical expenses (original invoices of medical providers etc.). Reimbursements shall be made to the Insured, but if the Insured has deceased, payment shall be made in the sole discretion of the Insurers, or to any person submitting satisfactory evidence that he/she is entitled to such payment.

Benefits may be assigned to hospitals directly.

#### 2.1.3.7. Medical Information and Examination

Whenever required for the smooth settlement of the claims related to the insurance cover provided by the Plan, and in accordance with the Hong Kong legislation regarding the protection of personal data, the Insured is obliged to provide all the necessary medical information requested by the Insurer.

Whenever deemed necessary for the assessment of a claim, the Insurer is allowed to request a medical examination of the Insured, performed by a Doctor appointed by the Insurer, at the Insurer's expense. The Insured can ask for his/her own Doctor to be present at this examination, the costs for the own Doctor to be borne by the Insured himself/herself.

In case the Insured and/or the Insured's Dependants do not comply with above obligations to provide the requested medical information or examination, the Insurer can refuse payment of benefits.

#### 2.1.3.8. Time limitation

Claims should be reported to the Insurer as soon as possible after their occurrence.

For some Treatments, pre-certification is required (see article 2.1.3.4. 'Pre-certification requirement').

In any case, claims have to be received by the Insurer no later than two (2) years after the event giving rise to the claim occurred. Beyond this maximum term of two (2) years, no claim will qualify for payment by the Insurer.

In case of policy cancellation by the Policyholder, all claims must be received by Insurer within 10 months of cancellation. Beyond which no claim will qualify for reimbursement.

### 2.1.4. Optional Dental & Optical Insurance

#### 2.1.4.1. Eligibility

The optional dental & optical insurance is only open to persons

- a) who are accepted into the Plan and
- b) who are contracting into the Global 80, Global 100 or Global 100 Plus Plan level.

Dental & optical plans are not available with deductible of € 5,000 / \$ 6,750 / CHF 7,500.

The choice for taking out the dental insurance has to be made on a family level in that sense that all members of the same family, i.e. the Insured and his/her Dependants who are accepted into the medical insurance, have to :

- a) take out the dental insurance or not (i.e. all family members or none);
- b) opt for the same dental and optical plan (dental & optical standard or dental & optical plus).

#### 2.1.4.2. Benefits

Only expenses that are 'reasonable and customary' can qualify for reimbursement, subject to the limits and ceilings as mentioned in the table of benefits. Waiting period as mentioned in the table of benefits may apply.

#### 2.1.4.3. Other provisions

Apart from the General Policy Provisions as set out in Chapter I of these General Conditions, the provisions of articles 1.8 up to and including 1.10 of title I 'Medical Insurance' of Chapter II ('Provisions proper to the different types of cover') also apply to the dental & optical insurance plan.

## 3. Chapter III: EMERGENCY MEDICAL EVACUATION AND REPATRIATION COVER

### 3.1. Purpose and eligibility

The purpose of the cover is to provide to the Insured the services mentioned in article 3.5 ('Benefits') hereafter, in particular the worldwide medical evacuation and repatriation services.

Every person who is accepted into the Plan can automatically enjoy these services, except when stated otherwise in the Special Conditions. New Born children however can only be covered 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 3.6.)

### Aggravation of the Risk

With respect to insurance covers 'Emergency Medical Evacuation and Repatriation', the Insured is obliged to inform the Insurer (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 Insurer may then propose new insurance conditions (within a period of one month after having received notification of the aggravation of the risk) or cancel the insurance cover (within one month) retro-actively as from the moment of the start of the aggravation of the risk.

### 3.2. Guarantee of Service Delivery

The Insurer guarantees the Insured the delivery of the Emergency Medical Evacuation and Repatriation services as described in these General Conditions. To this end, the Insurer has contracted the services out to worldwide specialised medical assistance services providers (hereafter referred to as the Assistance Provider), which will deliver the services concerned on behalf of the Insurer.

In its capacity as the underwriting insurer of the Plan and in particular of the Emergency Medical Evacuation and Repatriation guarantee, the Insurer remains committed to providing to the Insured the services to the extent mentioned in the present Chapter III of the General 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.

### 3.3. Definitions

#### Assistance Provider

Emergency Medical Evacuation and Assistance Services Provider designated by the Insurer.

#### Insured

The person(s) covered by the insurance plan or parts thereof, whose names are mentioned in the special conditions of the insurance policy.

#### Insurer

Pacific Cross Insurance Company Limited, Unit 25, 2nd Floor, Nia Mall, Saleufi Street, Apia, SAMOA

#### User

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

#### Other definitions (in alphabetical order):

##### 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.

##### Home Country

The country out of which the User is expatriated abroad

##### 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.



#### 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 Medical Practitioner 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.

#### 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 3.5 ('Benefits').

#### Usual Country of Residence

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

### 3.4. 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.

### 3.5. Benefits

The Assistance Provider shall, subject to the terms and conditions as defined hereunder, and within the Limits of Indemnity as stipulated in article 3.5, 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.

#### 3.5.1. 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 having regard to all the assessed facts.

#### 3.5.2. Emergency Medical Repatriation

The Assistance Provider will arrange for the return of the User to the Home Country or Usual 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 Usual 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.

#### 3.5.3. 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 Usual Country of Residence, or alternatively pay the cost of burial at the place of death as approved by the Assistance Provider.

#### **3.5.4. 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 Usual 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.

#### **3.5.5. 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 Usual 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.

#### **3.5.6. 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.

#### **3.5.7. 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.

#### **3.5.8. Additional Services**

##### **3.5.8.1. Accommodation for compassionate (see article 3.5.4.)**

Accommodation for compassionate visit by a relative accompanying the Insured up to an amount as specified in the table of Benefits.

##### **3.5.8.2. Telephone medical advice**

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

##### **3.5.8.3. 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 Physicians, hospitals, clinics, Dentists and dental clinics (collectively 'Medical Service Providers'). The Assistance Provider shall not be responsible for providing medical diagnosis or 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.

##### **3.5.8.4. 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.

##### **3.5.8.5. 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.

##### **3.5.8.6. 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.

##### **3.5.8.7. 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 and Insurer will not pay for the costs of such medicine, drugs or medical supplies and any delivery costs thereof.

#### **3.5.8.8. 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 Usual 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.

### **3.6. Exclusions**

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 Insurer.

Only after consent of the Insurer and 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 Insured 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 Insured's arrival in the area of contamination.

8. the Insured's participation in any sport as professional or under contract providing for remuneration, as well as any preparatory training;

9. the Insured's failure to comply with official prohibitions, as well as failure to observe official safety regulations linked to the practice of a sport;

10. the consequences of an accident during the Insured'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;

11. costs not explicitly indicated as giving rise to reimbursement, as well as catering costs, and any expense for which the Insured is not able to provide documentary evidence.

### **3.7. 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 insurance plan.

### **3.8. 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.

### **3.9. Fraud**

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

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

Medical Treatment shall be sought and followed promptly on the occurrence of an injury or illness and the Insurer or 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.

## **PART II - NON-MEDICAL - PERSONAL ACCIDENT & LOSS OF INCOME**

### **4. Chapter IV: GENERAL POLICY PROVISIONS**

All articles and clauses contained in the General Conditions Core Plan (Medical and Evacuation & Repatriation) Chapter 1 are deemed to be part of and are applicable in full and in every respect to these General Conditions Optional covers (Personal Accident and Temporary Incapacity & Permanent Disability)

#### **4.1. Order of Precedence & Purpose of the Insurance**

##### **4.1.1. Order of Precedence**

The 'General Policy Provisions' as set out in Chapter I, are only valid insofar as they are not contradicted by or in conflict with the provisions proper to the different types of cover as set out in Chapter II. In case of contradiction or conflict, the latter take precedence over the former. Moreover, the Special Conditions will always take precedence over the Plan's General Conditions.

##### **4.1.2. Purpose of the Insurance**

The Plan consists of several insurance plans, intended to offer social protection to persons and their Dependants:

###### **4.1.2.1. Optional Voluntary Insurance Cover**

Persons insured under the Plan can also apply for the following optional voluntary insurance cover as optional extension to their Plan (Part I Medical – Core Plan).

###### **4.1.2.2. Personal Accident Insurance (Accidental Death & Dismemberment cover):**

This insurance can be taken out as an optional cover to the medical insurance plan, and guarantees the payment of a lump sum in case of accidental death or in case of permanent disability caused by an Accident.

###### **4.1.2.3. Temporary Incapacity Cover (Loss of Income Protection):**

This insurance can be taken out as an optional cover on top of the medical insurance plan, and guarantees payment of a monthly allowance in case the insured is totally unable to perform his/her professional activities because of Illness and/or Accident.

###### **4.1.2.4. Permanent Disability Cover (Permanent Disability caused by an Illness and/or accident).**

This insurance can be taken out only as a supplement to the Temporary Incapacity Cover and guarantees the payment of a lump sum to the Insured who is affected by a permanent disability, caused by an Illness or Accident.

#### **4.2. Definitions**

Refer to "Definitions" in Chapter I

#### **4.3. Eligibility and acceptance into the insurance**

Refer to clause "Eligibility and acceptance into the insurance" in Chapter I

**NOTE: The covers for "Personal Accident" and "Temporary Incapacity & Permanent Disability" are available exclusively as optional covers to the Plans and to people eligible to these plans and who are at least 18 years old.**

#### **4.4. Effective date of coverage**

Refer to clause "Effective date of coverage"

#### **4.5. Duration and termination of the insurance**

Refer to clause Duration and termination of the insurance in Chapter I

#### **4.6. Return to the Home Country**

Refer to clause "Return to home country" in Chapter I

#### **4.7. Premium & Premium Increase / Suspension and Cancellation of Cover**

Refer to clause "Premium & Premium Increase/Suspension and Cancellation of Cover" in Chapter I

#### **4.8. Territorial scope of the insurance**

Cover is available worldwide as long as the Medical Core plan is in force

#### **4.9. Currency**

Refer to clause "Currency" in Chapter I

#### **4.10. General Exclusions**

Refer to clause "General Exclusions" in Chapter I

Additional General Exclusion to :

- Personal Accident cover,
- Temporary Incapacity and Permanent Disability cover

**Consequences of war or acts of war and terrorism: to the extent mentioned in article 4.11. hereafter.**

#### **Important remark**

For the optional specific exclusions relating to each separate insurance cover of the Plan, reference is explicitly made to the provisions proper to the different types of cover.

#### **4.11. War and Terrorism**

**War and terrorism are defined as follows:**

##### **4.11.1. War:**

- War: armed conflict, declared or undeclared, between one State and another, an invasion or a state of siege. Are considered as acts of War: all sort like actions, the use of military force by a sovereign nation to achieve certain economic, geographic, nationalistic, political, racial, religious or other ends.
- Civil war: armed conflict between two or several parties belonging to one and the same state the members of which are of different ethnic origin, religion or ideology. Are considered as acts of Civil War: an armed rebellion, a revolution, sedition, an insurrection, a coup d'état, the consequences of martial law and border closings ordered by a government or by local authorities.

##### **4.11.2. Terrorism:**

- any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption.
- commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not.
- robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered terrorists acts.

Terrorism shall include any act that is verified or recognised by the (relevant) government as an act of terrorism.

#### **4.11.3. With respect to the risks and consequences of war and terrorism.**

All consequences of active participation of the Insured (and/or his/her covered dependants) in operations of war and terrorism are explicitly excluded from coverage. In case the Insured is victim of activities of war and terrorism without any active involvement on behalf of the Insured or his/her beneficiaries in these activities, the insured is covered within the limits and the ceilings of the coverage. However, the Insurance cover is not valid when the Insured (or covered Dependants) was travelling to or from or residing in a country or a region within a country publicly known to be in state of war or civil war at the time damages (bodily injury, or death) to Insured or his/her covered dependants happened. In case of dispute concerning the fact whether a given country is known to be in state of war or civil war, the outbound Travel Alert of the Security Bureau (SB) on travel advice as published on the official website ([www.sb.gov.hk/eng/ota/](http://www.sb.gov.hk/eng/ota/)) of The Government of the Hong Kong Special Administrative Region, will be decisive.

In case the Insured is surprised abroad by the sudden occurrence of a new (outbreak of) war or warlike situations and activities, the insurance cover remains valid during 14 days starting from the beginning of the hostilities.

#### **4.12. Dispute Settlement**

Refer to "Dispute Settlement" in Chapter I

#### **4.13. Data Protection**

Refer to clause "Data Protection" in Chapter I

#### **4.14. Subrogation**

Refer to clause "Subrogation" in Chapter I

#### **4.15. Defence**

Refer to clause "Defence" in Chapter I

#### **4.16. Complaints Procedure**

Refer to clause "Complaints Procedure" in Chapter I

#### **4.17. Governing Law**

Refer to clause "Governing Law" in Chapter I

#### **4.18. Cross-Border Provision**

##### **4.18.1. Source of Funds; No Money Laundering, No Tax Evasion**

The Policyholder and the Insured jointly and severally represent, warrant and certify to the Insurer that (i) all amounts invested in this policy have been or will be properly declared to relevant tax authorities in the jurisdiction of their respective tax residence and/or any other jurisdictions as necessary or appropriate in accordance with applicable laws and regulations, and (ii) none of the funds derive, directly or indirectly, from illegal activities or sources and/or tax evasion.

##### **4.18.2. Breach of Representations; Insurer Right to Rescind and Impose Surrender Charge; Right to Freeze Refund Amount**

The Policyholder and the Insured acknowledge that in the event of a violation of the representation and warranty stated under the above section titled "Source of Funds; No Money Laundering, No Tax Evasion", the Policyholder and the Insured hereby, jointly and severally, expressly acknowledge and agree that the Insurer shall, to the fullest extent permitted by applicable law and regulation, have the right to

- terminate this policy immediately;
- notwithstanding the actual date of termination pursuant to clause (i) of this section, impose the maximum surrender and any other charges imposable on the Policyholder and the Insured under this policy, as if the policy had been surrendered immediately after issuance;
- notify relevant governmental authorities and furnish all information deemed necessary or

appropriate in the entire discretion of the Insurer concerning the Policyholder, the Insured and/or this policy; and

- if deemed appropriate after consultation with governmental authorities and legal counsel, either (a) refund to the Policyholder premiums and other amounts paid to the Insurer through the date of such termination less applicable surrender and other charges in accordance with clause (ii) of this section (the "Refund Amount"), or (b) if requested or required to do so by competent governmental authorities, freeze or pay over to relevant governmental authorities all or a portion of the Refund Amount or take such other actions as competent governmental authorities may request or require.

#### **4.18.3. Policy of Cooperating with Tax and Other Governmental Authorities; Consent to Disclose Information to Tax and Other Governmental Authorities**

The Insurer have a longstanding policy of cooperating with tax and other governmental authorities to combat money laundering, tax evasion or other illegal activities. In cases where the Policyholder or the Insured is not a tax resident of the jurisdiction in which this policy is issued, the may disclose to the home country tax and/or other governmental authorities of the Policyholder and the Insured the identity of the Policyholder and the Insured and certain information concerning this policy, and the Policyholder and the Insured hereby, jointly and severally, consent and agree that the Insurer may, in its discretion, make such disclosure.

### **5. Chapter V: BENEFITS AND PROVISIONS OF THE DIFFERENT COVER TYPES**

#### **5.1. Optional Voluntary Insurance**

##### **5.1.1. Personal Accident Cover (Accidental Death & Dismemberment)**

###### **5.1.1.1. Purpose and eligibility**

The purpose of the Personal Accident Cover is to guarantee:

- payment of a lump sum in case of accidental death;
- payment of a lump sum in case of permanent disability of at least 20%, caused by an Accident.

The Personal Accident Cover can be taken out for or by the Insured as well as by his/her Dependents insofar as these persons are also accepted in and covered by the Plan.

###### **5.1.1.2. Definition of Accident**

Refer to clause 1.2, Chapter I

###### **5.1.1.3. Time limits for the declaration of the Accident, claim assessment and benefits payment**

###### **5.1.1.3.1. Time limit for the declaration of the Accident**

Any Accident resulting in - or which may result in - permanent disability or death of the Insured, has to be declared in writing to the Insurer within a fortnight after the Accident occurred.

The declaration of the Accident should contain detailed information relating to the cause of the Accident and the nature of the Injuries.

###### **5.1.1.3.2. Time limit for claim assessment and benefits payment**

In case of accidental death, which has to occur within 12 months after the date of the Accident causing the death, a lump sum payment will be effected to the designated beneficiaries of the deceased Insured as indicated in the Insurer's records.

In case of permanent disability, the Disability must be medically recognised at the latest 1 year after the date of the Accident. However, if the Insured's condition has not entirely stabilised within 2 years after the date of the Accident, the degree of permanent disability will be assessed on the basis of the Insured's state of health at the end of that 2 years' period.

###### **5.1.1.4. Amount of the sum insured**

The amount of the sum insured is specified in the Special Conditions.

The minimum and maximum sum shall be insured according to the amounts stated on the table of benefits.

Premiums and benefits (lump sum) are calculated on the basis of the sum insured.



For group insurance plans, benefits under the Accidental Death cover deriving from One Single Event shall be limited to € 4,000,000 / \$ 5,400,000 / CHF 6,000,000. If this limit is met, the € 4,000,000 / \$ 5,400,000 / CHF 6,000,000 will be apportioned between the beneficiaries.

#### 5.1.1.5. Insured Benefits

##### 5.1.1.5.1. Accidental Death

In case of death of the Insured, caused by an Accident, the lump sum payable by the Insurer (to the beneficiaries of the Insured) will be equal to 100% of the sum insured, the amount of which is mentioned in the Special Conditions.

In case the Insurer paid a benefit for accidental permanent disability, the benefit payable in case of ensuing death (within the time frame as mentioned in article 3 of the present chapter) caused by the same Accident which led to the Disability will be reduced by the amount already paid for the Disability.

##### 5.1.1.5.2. Permanent Disability (following an accident)

In case of Permanent disability of the Insured caused by an Accident, the lump sum payable by the Insurer (to the Insured) will be equal to the amount of the sum insured (as mentioned in the Special Conditions) multiplied by the degree of Disability (percentage), the latter being determined in accordance with the 'Table of Dismemberment' hereafter. Permanent disability of a degree of less than 20% will not qualify for payment of any benefit.

If the permanent disability caused by the accident amounts to 20% or more than 20% according to the 'Table of Dismemberment hereafter, the benefit amounts to the corresponding percentage (%) of the sum insured.

#### 5.1.1.6. Assessment of the degree of Permanent Disability and use of the 'Table of Dismemberment'

##### 5.1.1.6.1. Table of Dismemberment

Following Table of Dismemberment will be used to determine the degree of disability:

Total paralysis	100%
Total blindness	100%
Incurable and total mental disability	100%
Amputation or the permanent loss of the use of:	
- both arms or both hands	100%
- both legs or both feet	100%
- one arm or hand and one leg or foot	100%
Total loss of sight of one eye with removal of the eye	50%
Total loss of sight of one eye	45%
Loss of bone of the skull forming a hole in the skull over:	
a) an area of at least 6 cm <sup>2</sup>	40%
b) an area of 3 to 6 cm <sup>2</sup>	20%
c) an area of less than 3 cm <sup>2</sup>	10%
Incurable total loss of hearing in both ears	100%
Incurable total loss of hearing in one ear	50%
Amputation of the lower jaw	
a) total	70%
b) partial (upright branch plus the whole or half of the maxillary bone)	40%
Loss of top and bottom teeth and their sockets (impossibility of fitting dental prosthesis)	10 to 30%

In the case of possible prosthesis with established functional improvement	1 to 10%	
	<u>Right</u>	<u>Left</u>
Loss of arm or hand	75%	60%
Total paralysis of an upper limb	65%	55%
Total paralysis of the circumflex nerve	20%	15%
Total paralysis of the median nerve	45%	35%
Total paralysis of the cubital nerve at the elbow	30%	25%
Total paralysis of the nerve of the hand	20%	15%
Total paralysis of the radial nerve above the triceps	40%	30%
Complete ankylosis of the shoulder:		
a) with immobilisation of the shoulder-blade	65%	55%
b) with mobility of the shoulder-blade	35%	25%
Non-consolidated fracture of the upper arm: (constitution of pseudo-arthrosis)	30%	25%
Total loss of movement of the elbow:		
a) in an unfavourable position	40%	35%
b) in a favourable position	25%	20%
Non-consolidated fracture of the fore-arm: (constitution of pseudo-arthrosis)		
a) both bones	25%	20%
b) a single bone	10%	8%
Total loss of movement of the wrist		
a) in an unfavourable position (flexion, forced extensions or supination)	40%	30%
b) in a favourable position (straight or prone)	20%	15%
Amputation of a thumb		
a) total	20%	18%
b) partial (ungual phalanx)	10%	8%
Ankylosis of a thumb		
a) total	15%	12%
b) partial (ungual phalanx)	10%	8%
Amputation of index-finger		
a) total	16%	14%
b) two phalanxes	12%	10%
c) one phalanx	6%	5%
Amputation of second finger	12%	10%
Amputation of third finger	10%	8%
Amputation of fourth finger	8%	6%
Total paralysis of a lower limb	60%	
Complete paralysis of the internal popliteal sciatic nerve	30%	
Complete paralysis of the external popliteal sciatic nerve	30%	
Complete paralysis of both popliteal sciatic nerves	40%	
Shortening of a lower limb		
a) at least 5 cm	30%	

b) from 3 to 5 cm	20%
c) from 1 to 3 cm	10%
Complete ankylosis of the hip:	
a) in a bad position (flexion, adduction or abduction)	60%
b) in a straight position	40%
Amputation of the thigh:	
a) upper half and leg	60%
b) lower half and leg	50%
Non-consolidated fracture of the thigh or both bones of the leg (constitution of pseudo-arthrosis)	50%
Complete ankylosis of the knee:	
a) in flexion (from 130 degrees)	50%
b) straight or almost straight	25%
Chronic gonarthrosis according to the degree of muscular atrophy	3 to 20%
Non-consolidated fracture of the knee-cap with wide separation of the fragments and considerable difficulty in extension of the leg from the thigh	40%
Amputation of a leg	50%
Tibio-tarsian ankylosis	15%
Amputation of a foot:	
a) total (tibio-tarsian disarticulation)	50%
b) sub-astragalian	40%
c) media-tarian	35%
d) tarso-metatarsian	30%
Amputation of all toes	20%
Amputation of big toe	10%
Amputation of a toe other than big toe	3%
Ankylosis of the big toe	3.5%

#### 5.1.1.6.2. Permanent nature of the disability

In order to qualify for payment of the insured benefit, the Disability has to be of a permanent nature, meaning that it has been medically determined that continuation of the Medical Treatment will not lead to any significant improvement of the person's state of health, and that the Disability will therefore be definitive and irreversible.

#### 5.1.1.6.3. Pre-existing state of infirmity

A pre-existing state of infirmity of limbs or organs, cannot be taken into account for the assessment of the injuries that are caused by the Accident.

#### 5.1.1.6.4. Maximum degree of disability

The degree of permanent disability can never exceed 100%.

Under no circumstances the sum payable by the Insurer will exceed 100% of the sum insured.

#### 5.1.1.6.5. Several injuries affecting the same limb

In case of several injuries or infirmities resulting from the same Accident or from successive Accidents, each Injury or infirmity will be assessed separately, but the sum of Injuries or infirmities affecting a limb may not lead to a degree of Disability exceeding the degree of Disability corresponding to the full loss of the limb concerned.

#### 5.1.1.6.6. Events or infirmities not listed in the Table of Dismemberment

For events or infirmities not listed in the 'Table of Dismemberment, the degree of Disability shall be determined by reference to the listed events or infirmities: the 'Table of Dismemberment will be used as a guide to assess the degree of disability by analogy with listed items.

The sum payable will in no case be less than the amount payable for any reasonably analogous event or infirmity, listed in the Table of Dismemberment.

#### 5.1.1.6.7. Total loss of use of a limb

Total loss of use of a limb will be considered being equal to the loss of the limb itself.

#### 5.1.1.6.8. Left-handed persons

Left-handed persons, upon declaration of left-handedness in the place indicated on the declaration of state of health, shall receive scaled benefits related to the upper right limb instead of upper left limb, and vice-versa.

#### 5.1.1.6.9. Aggravating facts

In the case of aggravation of the consequences of an Accident as a result of infirmities, Sickness or circumstances independent of the accidental cause, the degree of Disability cannot be superior to the one that would have been determined if the Accident had struck a healthy organism.

#### 5.1.1.7. Additional exclusions

In addition to the general exclusions mentioned under article 4.10 and 4.11, Chapter IV of these General Conditions, following exclusions shall apply to the Personal Accident Cover (Accidental Death & Dismemberment):

- Accidents resulting from obviously foolhardy and/or reckless acts by the Insured, or accidents he/she has intentionally caused or provoked;
- the consequences of suicide or of suicide attempts;
- Accidents occurring in a state of intoxication or under the influence of non-prescribed drugs except if it is established by the insured or the beneficiaries that such state was not the cause of the Accident;
- Accidents provoked by ionising radiations other than the medical radiations required by covered Medical Treatment;
- Disability and/or death resulting from an Illness.
- Accidents occurring during the Insured'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;

#### 5.1.1.8. Obligations to be fulfilled by the insured

##### 5.1.1.8.1. Declaration of accident

Any accident that leads or that could lead to Disability or death must be declared in writing to the Insurer (through the Third-party Administrator) within a fortnight after the Accident occurred.

The declaration must contain all information relating to the Accident, including:

- place, date and detailed circumstances of the Accident;
- names and addresses of persons involved;
- names and addresses of witnesses and of persons possibly liable;
- the official report from the local authorities (e.g. police report or other relevant documents).

A medical certificate must be attached to this declaration, indicating the nature and extent of the Injuries of the Insured and the probable duration of the Disability.

#### 5.1.1.8.2. Changes to the extent of the Disability

Any changes to the extent of the Disability must be communicated by the Insured to the Insurer (through the Third-party Administrator) within a month. In the absence of such communication, any amount unduly paid to the Insured person will have to be refunded by him/her to the Insurer.

#### 5.1.1.8.3. Medical information

The Insured shall authorise his/her attending Physician to communicate all relevant information concerning the Insured's state of health to the Insurer.

#### 5.1.1.8.4. Force Majeure

There shall be no loss of cover if the Insured can prove that the obligations, as stipulated by this article, have not been fulfilled as a result of circumstances totally beyond his/her control ('force majeure'), or if the good faith of the Insured cannot be called into question.

#### 5.1.1.8.5. Payment of the Benefit

In case of death caused by an Accident, the Insurer will pay the lump sum insured to the Insured's designated beneficiaries (or the lawful heir(s) in case no beneficiaries have been declared on the said form) within a month of receiving :

- the documents mentioned under article 5.1.1.8.1. ('Declaration of Accident'), and
- copy of the birth certificate of the deceased or a certificate of civil status, and
- an original death certificate, and
- a medical certificate, established by a Doctor, stating the cause of death,

Before the claim can be paid, the causal link between the Accident and death should have been established.

The burden of proof lies with the beneficiaries.

In case of permanent disability caused by an Accident, the Insurer will pay the lump sum insured to the Policyholder. Following documents have to be provided to the Insurer:

- the documents mentioned under 5.1.1.8.1. ('Declaration of Accident')
- copy of the birth certificate of the Insured concerned or a certificate of civil status
- a detailed medical certificate , established by the attending Physician, stating the cause of the Disability, accompanied by all relevant documents needed to accurately assess the disability (see article 5.1.1.6. above)

After all documents have been received by the Insurer and the condition of the Insured concerned has sufficiently stabilised to allow the Insurer to assess degree of Disability (according to the provisions as set out in article 5.1.1.6. 'Assessment of the degree of permanent disability'), payment of the Insured sum due will be made within one month.

#### 5.1.1.8.6. Nomination of Beneficiary

At the inception of the policy, the Policyholder has to provide the Third-Party Administrator with a 'Nomination of Beneficiaries' form duly signed by the Insured. Any change of beneficiary must be done on the 'Change of Beneficiary Form' and duly signed by the Insured. Beneficiaries are kept up to date by the Insurer.

### **5.1.2. Temporary Incapacity Cover (Loss of Income)**

#### **5.1.2.1. Purpose and Eligibility**

The purpose of the Temporary Incapacity Cover is to guarantee to the Insured, after the waiting period as defined hereafter, the payment of a monthly allowance during a maximum period of 2 years, in case the Insured is totally unable to perform his/her professional occupation.

The Temporary Incapacity Cover can only be taken out for an Insured.

#### **5.1.2.2. Medical Acceptance into the Insurance**

Joining the Temporary Incapacity Cover is subject to the acceptance of the applicant-insured into the insurance by the Insurer. If one subscribes to the temporary incapacity cover on a later date than the medical cover, a new medical questionnaire has to be filled out.

#### **5.1.2.3. Temporary Incapacity Benefit**

The 'temporary incapacity' insurance provides for a monthly allowance in case the Insured - further to an Accident or an Illness - is totally unable to perform his/her own professional occupation (i.e. the usual professional occupation at the time the incapacity started).

#### **5.1.2.4. Waiting Period**

The allowance is payable after a waiting period of 90 days (for which no benefits are due) of uninterrupted total incapacity to perform the own professional occupation.

The waiting period shall commence on the starting date of the incapacity, as determined by the treating Physician.

#### **5.1.2.5. Assessment of the Incapacity**

The incapacity has to be supported by sufficient medical evidence, to be presented by the Insured or his/her Physician to the Insurer.

The Insurer has the right to ask for relevant additional information and/or have the Insured medically examined to assess the incapacity.

#### **5.1.2.6. Amount and duration of the Benefit**

The amount of the monthly allowance in case of total incapacity of the Insured to perform his/her own professional occupation is mentioned in the Special Conditions.

The minimum and maximum amounts (monthly allowance) to be insured is specified on the table of benefits. The amount insured cannot exceed 80% of the gross (monthly) salary of the Insured.

The Policyholder shall submit to the Third-party Administrator a copy of the latest salary statement of the Insured.

After the waiting period of 90 days, the allowance will be paid as long as the Insured is unable to perform his/her occupation, limited however to a maximum period of 2 years.

#### **5.1.2.7. Partial resumption of work**

Persons who (after the 90 days waiting period) are benefiting from the monthly allowance and whose condition is improving to such an extent that they are capable of partially resuming work, may continue (within the limits of the maximum period of 2 years after the waiting period) to receive an allowance. The amount of this allowance will however be reduced, and will be calculated by multiplying the (total monthly) sum insured by the percentage of the (remaining) incapacity.

In case the incapacity would become less than 30%, the allowance will be discontinued.

#### **5.1.2.8. Relapse**

In the event of a relapse, the payment of the allowance shall be resumed without application of a new waiting period. By a relapse is meant the incapacity to work, which arises within three months of the end of incapacity covered by this insurance policy, and which is caused by the same Illness or the same Accident. Any additional incapacity resulting from another cause shall be subject to a new waiting period of 90 days.

#### **5.1.2.9. Benefit payment**

The incapacity allowance shall be payable, to the Policyholder, at the end of each month, and for the first time at the end of the month following the expiration of the waiting period. If the incapacity to work comes to an end in the course of a month, the allowance shall be proportional to the number of days lapsed in that month.

Payments shall cease at the event of one of the following occasions:

- when the degree of incapacity becomes less than 30%;
- on the death of the Insured person;
- at the end of the period of 2 years of payment of the allowances;
- in the event of the insurance policy being terminated for the non-payment of premium;

- on the renewal date after the 65th birthday of the Insured person;
- when the Insured fully resumes work.

#### **5.1.2.10. Additional exclusions**

In addition to the general exclusions mentioned in articles 4.10 and 4.11 Chapter IV of these General Conditions, the following exclusions apply to the Temporary Incapacity cover:

##### **5.1.2.10.1. Maternity leave and childbirth**

Maternity leave and incapacity to work because of childbirth are not covered. They will not be taken into account for the calculation of any waiting period and will not give rise to any benefits.

In case the Insured would however be in receipt of benefits for temporary incapacity for other reasons (than childbirth or maternity leave) during which period the maternity leave would start, the payment of benefits will be suspended to resume only after the end of the maternity leave, and only in case if the Insured is then still unable to resume work.

If on the expiry date of the normal maternity leave of a female Insured, a health condition exists which prevents the Insured from fully resuming her usual professional occupation (total inability to work), the waiting period will start as from that date.

##### **5.1.2.10.2. Dangerous sports**

The practice of any sport activity in deliberate breach of public rules of security in such a manner that the Insured could not ignore the risk, including the consequences of an accident during the Insured'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;

#### **5.1.2.11. Obligations to be fulfilled by the Insured and/or the Policyholder**

##### **5.1.2.11.1.1. Notification of incapacity**

In case of incapacity to perform the usual professional occupation because of Illness or Accident, such incapacity has to be notified by the Policyholder to the Insurer in writing as soon as possible and at the latest on the 91st day of the incapacity. At the same time, a medical report, established by the treating Physician of the incapacitated person, indicating the nature and extent of the incapacity of the Insured as well as the probable duration of the incapacity, has to be forwarded to the Insurer, for the attention of the Insurer. Furthermore, a proof of income has to be provided.

##### **5.1.2.11.1.2. Changes to the extent of the incapacity**

Any changes to the extent of the incapacity must be communicated by the Insured or his/her Doctor to the Insurer within a month. In the absence of such communication, any amount unduly paid to the Insured person will have to be refunded by him/her to the Insurer.

##### **5.1.2.11.1.3. Medical information**

The Insured shall authorise his/her attending Physician to communicate all relevant information concerning the Insured's state of health to the Insurer.

##### **5.1.2.11.1.4. Force Majeure**

There shall be no loss of cover if the Insured can prove that the obligations, as stipulated by this article, have not been fulfilled as a result of circumstances totally beyond his/her control ('Force Majeure'), or if the good faith of the Insured cannot be called into question.

#### **5.1.3. Permanent Disability Cover (resulting from illness and/or accident)**

##### **5.1.3.1. Purpose and eligibility**

###### **5.1.3.1.1. Purpose**

The purpose of the Permanent Disability Cover is to guarantee payment of a lump sum benefit to the Insured who is affected before the age of 65 by a permanent disability caused by an Illness or Accident,

prohibiting him/her from fully or partially continuing his/her professional occupation, therefore leading to a total or partial loss of income.

The insurance covers permanent disability caused by an Illness or Accident and amounting to a degree exceeding 33.33%.

Moreover, in case the degree of disability exceeds 66.67%, and if the Insured needs the assistance of a third person to perform the basic activities of daily living, the insurance guarantees an additional lump sum benefit, in accordance with the provisions as set out below.

#### 5.1.3.1.2. Eligibility

The Permanent Disability Cover can only be taken out as an optional insurance (supplement) to the Temporary Incapacity Cover. The Permanent Disability Cover can only be taken out for or by an Insured and his Domestic Partner or Legal Partner and is not available to children of the Insured. If the Domestic Partner or Legal Partner of the Insured wishes to subscribe for the Temporary Incapacity Cover, he/she has to have a professional occupation and must provide proof of income.

#### 5.1.3.2. Medical Acceptance into the Insurance

Joining the Permanent Disability Cover is subject to the acceptance of the applicant-insured into the insurance by the Insurer.

#### 5.1.3.3. Definition of Permanent Disability (resulting from illness and/or accident)

##### 5.1.3.3.1. Disability

An Insured is considered to be disabled because of Illness or Accident, if:

- his/her ability to work, i.e. the ability to perform his/her normal professional occupation (occupation at the time the disability started) or any other gainful occupation for which he/she is reasonably fitted by training, education or experience;
- his/her ability to function in general has been reduced because of the Illness or Accident concerned.

In order to qualify for the insured benefits, it has to be medically determined that the Insured's Disability is of a permanent nature and that the degree of (the combination of both) occupational and functional disability exceeds 33.33% according to the disability table hereafter (article 5.1.3.5. – Assessment of disability).

##### 5.1.3.3.2. Permanent

'Permanent' means that continuation of the Medical Treatment will not lead to any significant improvement of the person's state of health, and that the Disability will therefore be definitive and irreversible.

#### 5.1.3.4. Waiting period

The Permanent Disability Cover is a supplement to the Temporary Incapacity Cover.

Benefit payment will therefore start at the earliest after the allowances paid by the Insurer within the framework of the Temporary Incapacity Cover have come to an end.

#### 5.1.3.5. Assessment of disability

The degree of permanent disability will be determined by means of a medical examination.

To this end, the Insurer will appoint a Doctor to determine the degree of Disability in accordance with the disability table hereafter:

<b>Disability table</b>	<b>Degree of functional disability</b>								
<b>Degree of occupational disability</b>	<b>20%</b>	<b>30%</b>	<b>40%</b>	<b>50%</b>	<b>60%</b>	<b>70%</b>	<b>80%</b>	<b>90%</b>	<b>100%</b>



<b>10%</b>						36.59	40,00	43.27	46.42
<b>20%</b>				36.94	41.60	46.10	50.40	54.51	58.48
<b>30%</b>			36.54	42.17	47.62	52.78	57.69	62.40	66.94
<b>40%</b>			40.00	46.20	52.42	58.09	63.50	68.68	73.68
<b>50%</b>		35.57	43.09	50.00	56.46	62.57	68.40	73.99	79.37
<b>60%</b>		37.80	45.79	53.13	60.00	66.49	72.69	78.62	84.34
<b>70%</b>		39.79	48.20	55.93	63.16	70.00	76.52	82.79	88.79
<b>80%</b>		41.60	50.40	58.48	66.04	73.19	80.00	86.54	92.83
<b>90%</b>		43.27	52.42	60.82	68.68	76.12	83.20	90.00	96.55
<b>100%</b>	34.20	44.81	54.29	63.00	71.14	78.84	86.18	93.22	100.00

### 5.1.3.6. Amount and duration of the benefit

#### 5.1.3.6.1. Calculation of the sum insured

##### *Sum insured*

The amount of the sum insured is mentioned in the Special Conditions.

##### *Deductible*

No benefits will be due for Disabilities of less than 33.33 % (=1/3).

##### *Degree of permanent disability between 33.33 % (= 1/3) and 66.67 % (=2/3)*

If the degree of disability, as determined in accordance with the stipulations of articles 5.1.3.3. and 5.1.3.5. above, is situated between 33.33 % and 66.67 %, then the amount of the disability lump sum will be calculated as follows:

$((3 \times n) - 1) \times \text{sum insured}$ , 'n' being the degree of disability (%)

##### *Degree of permanent disability exceeding 66.67 % (=2/3)*

If the degree of Disability, as determined in accordance with the stipulations of articles 5.1.3.3. and 5.1.3.5. above, exceeds 66.67 %, then the amount of the disability lump sum will be equal to the amount of the insured allowance (100%).

#### 5.1.3.6.2. Additional lump sum benefit in case of need of assistance of a third person

If from the start of the Disability (i.e. as from the start of the payment of the disability allowance) the degree of permanent disability exceeds 66.67%, and if the Insured, as from the start of the Disability, needs the assistance of a third person to be able to perform the following activities of daily living:

- feeding oneself (taking and eating prepared food);
- dressing oneself;
- washing oneself;
- being continent;
- moving around (transferring from a bed to a chair or vice versa, and ability to move on level surfaces);

then the Insurer will pay a once-only optional benefit as specified in the table of benefits (single lump sum) to the Insured.

### 5.1.3.7. Benefit payment

Before payment can be made, the Insurer should have received a copy of the Insured's birth certificate or a certificate of civil status.

### 5.1.3.8. Additional exclusions

In addition to the general exclusions mentioned in 4.10. and 4.11., Chapter IV of these General Conditions, the following exclusions apply to the Permanent Disability Cover:

- The practice of any sport activity in deliberate breach of public rules of security in such a manner that the Insured couldn't ignore the risk including the consequences of an accident during the Insured'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;

#### **5.1.3.9. Obligations to be fulfilled by the insured**

##### *Assessment of disability - Medical information*

The Disability has to be supported by sufficient medical evidence, to be presented by the Insured or his/her Physician to the Insurer.

The Insured shall authorise his/her attending Physician to communicate all relevant information concerning the Insured's state of health to the Insurer.

The Insurer has the right to ask for relevant additional information and/or have the insured person medically examined to assess the incapacity.

##### *Changes to the extent of the disability*

Any changes to the extent of the disability must be communicated by the Insured to the Insurer within a month. In the absence of such communication, any amount unduly paid to the Insured person will have to be refunded by him/her to the Insurer.

---