



**Smart Medicare
Specimen Policy**

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Smart Medicare

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(including benefit coverage and benefit amount)

TERMS AND CONDITIONS

Part 1 Insuring Clause and The Policy

Insuring Clause

These Terms and Conditions together with the Benefit Schedule (including the Schedule of Surgical Procedures) and any related Supplement(s) as certified by the Government (hereafter “Terms and Benefits”) apply to the following Certified Plan under the Voluntary Health Insurance Scheme (hereafter “VHIS”) offered by the Company -

Type of the Certified Plan - Flexi Plan
Name of the Certified Plan - Smart Medicare

During the period of time these Terms and Benefits are in force, if the Insured Person suffers from a Disability, the Company shall pay the Eligible Expenses accordingly.

All benefits payable to the Policy Holder shall be on a reimbursement basis of the actual amounts of Eligible Expenses incurred and are subject to the maximum limits and cost-sharing arrangement (if any) as stated in these Terms and Benefits and the Policy Schedule.

The Policy

The Policy Holder and the Company agree that -

1. No alteration to these Terms and Benefits shall be valid unless it is made in accordance with these Terms and Conditions.
2. All statements made by or for the Insured Person in the Application shall be treated as representations and not warranties.
3. All information provided and all statements made by or for the Insured Person as required under this Policy and the Application shall be provided to the best of his knowledge and in his utmost good faith.
4. These Terms and Benefits come into force on the Policy Effective Date as specified in the Policy Schedule on the condition that the Policy Holder has paid the first premium in full.
5. At the inception of these Terms and Benefits and at each Renewal, in the event of any inconsistency between -
 - (a) the terms and benefits of this Policy; and

- (b) the Standard Plan Terms and Benefits of such version as may be determined by the Government and is referred to in Sections 1 (a) to (c) of Part 4,

then -

- (i) so far as the scope of Standard Plan Terms and Benefits is concerned, the terms and benefits which are more favourable to the Policy Holder or the Insured Person shall prevail to the extent of such inconsistency; and
- (ii) so far as the scope of Standard Plan Terms and Benefits is concerned, the terms and benefits which impose additional restrictions or limitations to the Policy Holder or the Insured Person shall become ineffective.

Both (i) and (ii) shall not apply to the exceptions in Section 7 of this Part 1, Sections 1(b) and 5 of Part 6 and any other exception as may be approved by the Government from time to time.

If the relevant terms and benefits in the Standard Plan Terms and Benefits prevail, such terms and benefits shall be deemed to be incorporated into these terms and benefits of this Policy. For the avoidance of doubt, the rights, powers, benefits or entitlements of the Policy Holder or the Insured Person under the terms and benefits of this Policy shall not be less favourable than those under the Standard Plan Terms and Benefits (had it been issued to the Policy Holder in respect of the Insured Person), save for the exceptions in Section 7 of this Part 1, Sections 1(b) and 5 of Part 6 and any other exception as may be approved by the Government from time to time.

- 6. At the inception of these Terms and Benefits and at each Renewal, if this Policy covers any benefits that exceed the Standard Plan Terms and Benefits and the terms and benefits applicable to such benefits differ from the terms and benefits applicable to the Standard Plan Terms and Benefits, the difference shall not amount to an inconsistency contemplated under Section 5 of this Part 1.
- 7. At the time these Terms and Benefits are first issued, the Company may apply Case-based Exclusion(s) due to a Pre-existing Condition or other factor that affects the insurability of the Insured Person notified to the Company in the Application.
- 8. The Company acknowledges that, as part of the underwriting process, it is the obligation of the Company to ask the Policy Holder and the Insured Person in the Application all requisite information for the Company to make the underwriting decision. If the Company requires the Policy Holder and/or the Insured Person to disclose any updates of or changes to such requisite information after the time of submission of Application and before the Policy Issuance Date or the Policy Effective Date (whichever is the earlier), the Company must make such a request prominently to the Policy Holder and the Insured Person (including without limitation in the application form), in which case the Policy Holder and/or the Insured Person shall have the obligation to inform the Company on such updates and changes. Each of the Policy Holder and the Insured Person shall have the obligation to respond to the questions, and to disclose such material facts as requested in the questions. The Company agrees that if any such questions are not included in the Application, the Company shall be

deemed to have waived the disclosure obligation of the Policy Holder and the Insured Person in respect of the information that was not requested.

9. All questions and required information included in the Application must be sufficiently specific and unambiguous, and consistent with the rules and regulations of the VHIS, so as to allow the Policy Holder and the Insured Person (as the case may be) to understand the information being requested and to provide clear and unequivocal responses. In case of dispute, the burden of proving that the questions are sufficiently specific and unambiguous shall rest with the Company.
10. If the Policy Holder or the Insured Person fails to make the relevant disclosures under Section 8 or 9 of this Part 1, and such failure has materially affected the underwriting decision of the Company, the Company shall have the right as provided in Sections 13 and 14 of Part 2.

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Part 2 General Conditions

1. Interpretation

- (a) Throughout these Terms and Benefits, where the context so requires, words embodying the masculine gender shall include the feminine gender, and words indicating the singular case shall include the plural and vice-versa.
- (b) Headings are for convenience only and shall not affect the interpretation of these Terms and Benefits.
- (c) A time of day is a reference to the time in Hong Kong.
- (d) Unless otherwise defined, capitalised terms used in these Terms and Benefits shall have the meanings ascribed to them under Part 8.

These Terms and Benefits have been prepared in both English and Chinese. Both English and Chinese versions are official versions and neither one shall prevail over the other. Any inconsistency shall be interpreted in favour of the Policy Holder.

So far as the same benefit coverage is concerned, any inconsistency in terms and amounts of benefits within this Policy shall be interpreted in favour of the Policy Holder and any restrictions or limitations imposed on these Terms and Benefits shall become ineffective, save for the exceptions in Section 7 of this Part 1, Sections 1(b) and 5 of Part 6 and any other exception as may be approved by the Government from time to time.

2. Cancellation within cooling-off period

The Policy Holder may exercise the right of cancellation of these Terms and Benefits with full refund of paid premium during the cooling-off period. The cancellation right is subject to the following conditions -

- (a) The request to cancel must be signed by the Policy Holder and received directly by the Company within the cooling-off period. The cooling-off period is the period of twenty-one (21) days immediately following the day of the Delivery to the Policy Holder or the nominated representative of the Policy Holder, of -
 - (i) these Terms and Benefits and the Policy Schedule; or
 - (ii) the cooling-off notice;whichever is the earlier. For the avoidance of doubt, the day of Delivery of these Terms and Benefits and the Policy Schedule or the cooling-off notice is not included for the calculation of the twenty-one (21) day period. However, if the last day of the twenty-one (21) day period is not a working day, the period shall include the next working day; and
- (b) no refund can be made if a benefit payment has been made, is to be made or impending.

The above cancellation right shall not apply at Renewal.

To exercise this cancellation right, the Policy Holder must -

- (c) return the original of these Terms and Benefits and the Policy Schedule; and
- (d) attach a letter, signed by the Policy Holder, requesting cancellation or in other forms acceptable by the Company.

These Terms and Benefits shall then be cancelled and the premium paid shall be fully refunded. In such event, these Terms and Benefits shall be deemed to have been void from the Policy Effective Date and the Company shall not be liable to pay any benefit.

3. Cancellation

After the cooling-off period, the Policy Holder can request cancellation of these Terms and Benefits by giving thirty (30) days prior written notice to the Company, provided that there has been no benefit payment under these Terms and Benefits during the relevant Policy Year.

The cancellation right under this Section shall also apply after these Terms and Benefits have been Renewed upon expiry of its first (or subsequent) Policy Year.

4. Benefit entitlement

If Eligible Expenses are incurred for Medical Services provided to the Insured Person, the Terms and Benefits applicable shall be those prevailing at the time that such Eligible Expenses are incurred. However, if this Policy has been terminated but Eligible Expenses incurred within a period of thirty (30) days after termination are covered pursuant to Section 15 of this Part 2, the Terms and Benefits applicable shall be those prevailing as at the day immediately preceding the date of termination of this Policy.

5. Assignment

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

6. Clerical error

Clerical errors in keeping the records shall neither invalidate coverage which is validly in force nor justify continuation of coverage which has been validly terminated.

7. Currency

Any claim for Eligible Expenses made by the Insured Person in any foreign currency shall be converted to HKD at the opening indicative counter exchange selling rate published by The Hong Kong Association of Banks in respect of that foreign currency for the date on which the actual Eligible Expenses are settled by the Policy Holder or the Insured Person. If such rate is not available on the date concerned, reference shall be made to the rate as soon

as it is available afterwards. If no such rate exists, the Company shall convert the foreign currency at the rate certified as appropriate by the Company's bankers which shall be deemed to be final and binding.

8. Interest

Save as otherwise specified, no benefit and expenses payable under these Terms and Benefits shall carry interest.

9. Company's obligation

The Company shall at all times perform its obligations in this Policy in utmost good faith and comply with the rules and regulations of VHIS, the relevant guidelines issued by the Insurance Authority, and all applicable laws and regulations.

10. Governing law

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

11. Dispute resolution

If any dispute, controversy or disagreement arises out of this Policy, including matters relating to the validity, invalidity, breach or termination of this Policy, the Company and Policy Holder shall use their endeavours to resolve it amicably, failing which, the matter may (but is not obliged to) be referred to any form of alternative dispute resolution, including but not limited to mediation or arbitration, as may be agreed between the Company and the Policy Holder, before it is referred to a Hong Kong court.

Each party shall bear its own costs of using services under alternative dispute resolution.

12. Liability

The Company shall not accept any liability under this Policy unless the terms of this Policy relating to anything to be done or not to be done are duly observed and complied with by the Policy Holder and the Insured Person, and the information and representations made in the Application and declaration are correct. Notwithstanding the above, the Company shall not disclaim liability unless any non-observance or non-compliance with the terms of this Policy, or the inaccuracy of the information and representations made in the Application and declaration, shall materially and adversely affect the interests of the Company.

13. Misstatement of personal information

Without prejudice to the Company's right to declare this Policy void in the case of misrepresentation on health related information or fraud as provided in Section 14 of this Part 2, if the non-health related information of the Insured Person that may impact the risk assessment by the Company (including but not limited to Age, sex or smoking habit) is misstated in the Application or in any subsequent information or document submitted to the Company for the purpose of the application, including any updates of and changes to such requisite information (if so requested by the Company under Section 8 of Part 1), the Company may adjust the premium, for the past, current or future Policy Years, on the basis of the correct information. Where additional premium is required, no benefits shall be payable unless the additional premium has been paid. If the additional required premium is not paid within a grace period of thirty-one (31) days after the due date as notified by the Company to the Policy Holder, the Company shall have the right to terminate this Policy with effect from such due date, in which case Section 15 of this Part 2 shall apply. Where there has been an overpayment of premium by the Policy Holder, the Company shall refund the overpaid premium.

Where the Company, based on the correct information of the Insured Person and the Company's underwriting guidelines, considered that the application of the Insured Person should have been rejected, the Company shall have the right to declare this Policy void as from the Policy Effective Date and notify the Policy Holder that no cover shall be provided for the Insured Person. In such circumstances, the Company shall have -

- (a) the right to demand refund of the benefits previously paid; and
- (b) the obligation to refund the premium received,

in each case for the current Policy Year and the previous Policy Years in which this Policy was in force, subject to a reasonable administration charge payable to the Company. This refund arrangement shall be the same as that in Section 14 of this Part 2.

14. Misrepresentation or fraud

The Company has the right to declare this Policy void as from the Policy Effective Date and notify the Policy Holder that no cover shall be provided for the Insured Person in case of any of the following events -

- (a) any material fact relating to the health related information of the Insured Person which may impact the risk assessment by the Company is incorrectly stated in, or omitted from, the Application or any statement or declaration made for or by the Insured Person in the Application or in any subsequent information or document submitted to the Company for the purpose of the application, including any updates of and changes to such requisite information (if so requested by the Company under Section 8 of Part 1). The circumstances that a fact shall be considered "material" include, but not limited to, the situation where the disclosure of such fact as required by the Company would have affected the underwriting decision of the Company, such that the Company would have imposed Premium Loading, included Case-based Exclusion(s), or rejected the application. For the avoidance of doubt, this paragraph (a) shall not apply to non-health

related information of the Insured Person, which shall be governed by Section 13 of this Part 2; or

- (b) any Application or claim submitted is fraudulent or where a fraudulent representation is made.

The burden of proving (a) and (b) shall rest with the Company. The Company shall have the duty to make all necessary inquiries on all facts which are material to the Company for underwriting purpose as provided in Section 8 or 9 of Part 1.

In the event of (a), the Company shall have -

- (i) the right to demand refund of the benefits previously paid; and
- (ii) the obligation to refund the premium received,

in each case for the current Policy Year and the previous Policy Years in which this Policy was in force, subject to a reasonable administration charge payable to the Company.

In the event of (b), the Company shall have -

- (iii) the right to demand refund of the benefits previously paid; and
- (iv) the right not to refund the premium received.

15. Termination of Policy

This Policy shall be automatically terminated on the earliest of the followings -

- (a) where this Policy is terminated due to non-payment of premiums after the grace period as specified in Section 13 of this Part 2 or Section 3 of Part 3;
- (b) the day immediately following the death of the Insured Person; or
- (c) the Company has ceased to have the requisite authorisation under the Insurance Ordinance to write or continue to write this Policy;

If this Policy is terminated pursuant to this Section 15, the termination shall be effective at 00:00 hours of the effective date of termination.

Immediately following the termination of this Policy, insurance coverage under this Policy shall cease to be in force. No premium paid for the current Policy Year and previous Policy Years shall be refunded, unless specified otherwise.

Where this Policy is terminated pursuant to (a), the effective date of termination shall be the date that the unpaid premium is first due.

Where this Policy is terminated pursuant to (b) or (c), the Company shall refund the relevant premium paid for the current Policy Year on a pro rata basis.

This Policy shall also be terminated if the Policy Holder decides to cancel this Policy or not to renew this Policy in accordance with Section 3 of this Part 2 or Section 1 of Part 4, as the case may be, by giving the requisite written notice to the Company. If this Policy is

terminated under Section 3 of this Part 2, the effective date of termination shall be the date as stated in the cancellation notice given by the Policy Holder. However, such date shall not be within or earlier than the notice period as required by Section 3 of this Part 2 for the cancellation. If this Policy is not renewed under Section 1 of Part 4, the effective date of termination shall be the renewal date immediately following the expiry of the Policy Year during which this Policy remains valid.

If this Policy is terminated under (a) or (c) of this Section 15, in the case where the Insured Person is being Confined or is undergoing Prescribed Non-surgical Cancer Treatment for a Disability suffered before such termination, then, with respect to the Confinement or treatment in relation to the same Disability, Eligible Expenses incurred shall continue to be covered under this Policy until (i) the Insured Person is discharged or the treatment is completed or (ii) thirty (30) days after the termination of this Policy, whichever is the earlier. The Terms and Benefits applicable shall be those prevailing as at the day immediately preceding the date of termination of this Policy. The Company shall have the right to deduct any outstanding premium under Section 13 of this Part 2 from any benefit payment.

For the avoidance of doubt, where this Policy includes other additional benefits beyond those under the Terms and Benefits of this Certified Plan, removal or downgrading of any such other additional benefits by the Company shall not adversely affect -

- (d) the Terms and Benefits of this Certified Plan which shall continue to be in full force and effect; and
- (e) the continuity of these Terms and Benefits, and shall not adversely affect the Company's compliance with the licensing requirement in order to continue to write these Terms and Benefits.

16. Notices to Company

All notices which the Company requires the Policy Holder to give shall be in writing, or in other forms acceptable by the Company, addressed to the Company.

17. Notices from Company

Any notice to be given under this Policy shall be sent by post to the latest address of the Policy Holder as notified to the Company, or sent by email to the latest email address of the Policy Holder as notified to the Company. Any notice so served shall be deemed to have been duly received by the Policy Holder as follows -

- (a) if sent by post, two (2) working days after posting; or
- (b) if sent by email, on the date and time transmitted.

18. Other insurance coverage

If the Policy Holder has taken out other insurance coverage besides this Certified Plan, the Policy Holder shall have the right to claim under any such other insurance coverage or this Certified Plan. However, if the Policy Holder or the Insured Person has already recovered all or part of the expenses from any such other insurance coverage, the Company shall only be liable for such amount of Eligible Expense, if any, which is not compensated by any such other insurance coverage.

19. Ownership and discharge under this Policy

The Company shall treat the Policy Holder as the absolute owner of this Policy and shall not recognise any equitable or other interest of any other party in this Policy. The payment of any benefits hereunder to the Policy Holder shall be deemed to be full and effective discharge of the Company's obligations in respect of such payment under this Policy.

20. Change of ownership of the Policy

Subject to the approval of the Company at its discretion, the Policy Holder may transfer the ownership of this Policy by completing the prescribed form and sending it to the Company. The Company shall consider application of transfer of ownership at the time of Policy renewal without any administration charge on the Policy Holder or transferee. The change of ownership shall not be effective until the Company has approved the change and notified in writing to the Policy Holder and transferee. From the effective date of the change of ownership, the transferee shall be treated as the Policy Holder, and the absolute owner of this Policy as described in Section 19 of this Part 2 and be responsible for the payment of the premiums, including any outstanding premiums.

The Company shall not reject any application by the Policy Holder for the transfer of ownership to -

- (a) the Insured Person if he has reached the Age of eighteen (18) years;
- (b) the parent or the Guardian of the Insured Person if he is a Minor; or
- (c) any person whose familial relationship with the Insured Person is accepted by the Company according to its prevailing underwriting practices which are readily accessible by the Policy Holder.

21. Death of Policy Holder

The Policy Holder may nominate a person to be the successive Policy Holder of this Policy in the event of his death. If the Policy Holder dies, but has not named a successive Policy Holder for this Policy or the named successive Policy Holder refuses the transfer, the ownership of this Policy shall be transferred to -

- (a) the Insured Person if he has reached the Age of eighteen (18) years; or

- (b) the parent or the Guardian if the Insured Person is a Minor. If the parent or the Guardian refuses the transfer, the ownership of this Policy shall be transferred to the administrator or executor of the Policy Holder's estate.

The transfer of ownership of this Policy in accordance with the above paragraph shall be conditional upon the Company having received satisfactory evidence of the Policy Holder's death.

22. Rights of third parties

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

23. Subrogation

After the Company has paid a benefit under this Policy, the Company shall have the right to proceed at its own expense in the name of the Policy Holder and/or the Insured Person against any third party who may be responsible for events giving rise to such benefit claim under this Policy. Any amount recovered from any such third party shall belong to the Company to the extent of the amount of benefits which has been paid by the Company in respect of the relevant benefit claim under this Policy. The Policy Holder and/or the Insured Person must provide full details in his possession or within his knowledge on the fault of the third party and fully cooperate with the Company in the recovery action. For the avoidance of doubt, the above subrogation right shall only apply if the third party is not the Policy Holder or the Insured Person.

24. Suits against third parties

Nothing in this Policy shall oblige the Company to join, respond to or defend (or indemnify in respect of the costs for) any suit or alternative dispute resolution process for damages for any cause or reason which may be instituted by the Policy Holder or the Insured Person against any Registered Medical Practitioner, Hospital or healthcare services provider, including but not limited to any suit or alternative dispute resolution process for negligence, malpractice or professional misconduct or any other causes in relation to or arising out of the medical investigation or treatment of the Disability of the Insured Person under the terms of this Policy.

25. Waiver

No waiver by any party of any breach by any other party of any provisions of this Policy shall be deemed to be a waiver of any subsequent breach of that or any other provision of this Policy, and any forbearance or delay by any party in exercising any of its rights under this Policy shall not be construed as a waiver of such rights. Any waiver shall not take effect

unless it is expressly agreed, and the rights and obligations of the Company and Policy Holder under this Policy shall remain in full force and effect except and only to the extent that they are waived.

26. Compliance with law

If this Policy is or becomes illegal under the law applicable to the Policy Holder or the Insured Person, the Company shall have the right to terminate this Policy from the date it becomes illegal and the Company shall refund the relevant premium paid for the Policy Year in which this Policy is terminated, on a pro rata basis.

27. Personal data privacy

The Company shall comply with the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong) and the related codes, guidelines and circulars.

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Part 3 Premium Provisions

1. Premium payable

The premium payable for these Terms and Benefits shall only include -

- (a) the Standard Premium according to the prevailing Standard Premium schedule adopted by the Company; and
- (b) the Premium Loading, if applicable.

2. Payment of premiums

The amount of premium payable is specified in the Policy Schedule and/or the notification of Renewal as specified in Section 3 of Part 4. The premium, whether paid for a Policy Year or by instalment as agreed by the Company, shall be paid in advance when due before any benefits shall be paid. Premium once paid shall not be refundable, unless otherwise specified in this Policy.

Premium due dates, Renewal Dates and Policy Years are determined with reference to the Policy Effective Date as stated in the Policy Schedule and/or the notification of Renewal as specified in Section 3 of Part 4. The first premium is due on the Policy Effective Date.

3. Grace period

The Company shall allow a grace period of thirty-one (31) days after the premium due date for payment of each premium. This Policy shall continue to be in effect during the grace period but no benefits shall be payable unless the premium is paid. If the premium is still unpaid in full at the expiration of the grace period, this Policy shall be terminated immediately on the date on which the unpaid premium is first due.

Part 4 Renewal Provisions

These Terms and Benefits shall be effective from the Policy Effective Date in consideration of the payment of premium and is Renewable for each Policy Year in accordance with the terms of this Part 4. Renewal is guaranteed up to the Age of one hundred (100) years of the Insured Person.

1. Renewal

The Company shall Renew these Terms and Benefits in accordance with (a) to (c) below –

- (a) Unless the Company has ceased to have the requisite authorisation under the Insurance Ordinance to write these Terms and Benefits, or has ceased to maintain its registration with the Government as a VHIS provider, or the Policy Holder decides not to Renew these Terms and Benefits by giving the Company not less than thirty (30) days prior notice in writing in accordance with Section 3 of Part 2, Renewal shall be arranged automatically with the Terms and Benefits no less favourable than the latest version of the Standard Plan Terms and Benefits published by the Government at the time of Renewal, save for the exceptions in Section 7 of Part 1, Sections 1(b) and 5 of Part 6 and any other exceptions as may be approved by the Government from time to time.
- (b) At the time of Renewal, if the Company shall cease or has ceased to maintain its registration with the Government as a VHIS provider while maintaining the requisite authorisation under the Insurance Ordinance to write these Terms and Benefits, Renewal shall be arranged automatically with the Terms and Benefits no less favourable than the latest version of the Standard Plan Terms and Benefits published by the Government at the time when the Company ceased to maintain its registration as a VHIS provider, save for the exceptions in Section 7 of Part 1, Sections 1(b) and 5 of Part 6 and any other exceptions as may be approved by the Government from time to time.
- (c) After the Company has ceased to maintain its registration with the Government, if the Company subsequently re-registers with the Government as a VHIS provider, then at the Renewal Date coinciding with or immediately following such re-registration, these Terms and Benefits shall be Renewed with the Terms and Benefits no less favourable than the latest version of the Standard Plan Terms and Benefits published by the Government at the time of the Renewal, save for the exceptions in Section 7 of Part 1, Sections 1(b) and 5 of Part 6 and any other exceptions as may be approved by the Government from time to time.

At the time of Renewal under (a) to (c) above (as the case may be), any other revision of these Terms and Benefits by the Company shall be made on an overall Portfolio basis and shall not have the effect of contravening (a), (b) or (c) above (as applicable) or reducing the benefit limits or increasing the Coinsurance or Deductible of these Terms and Benefits which are applicable prior to Renewal.

2. Adjustment of premium

Irrespective of whether the Company revises these Terms and Benefits upon Renewal, the Company shall have the right to adjust the Standard Premium according to the prevailing Standard Premium schedule adopted by the Company on an overall Portfolio basis. For the avoidance of doubt, if the Premium Loading is set as a percentage of the Standard Premium (i.e. rate of Premium Loading), the amount of Premium Loading payable shall be automatically adjusted according to the change in Standard Premium.

During each Policy Year and upon Renewal, the Company shall not impose any additional rate of Premium Loading (or any additional amount of Premium Loading if the Premium Loading is set in monetary terms rather than as a percentage of the Standard Premium) or Case-based Exclusion(s) on the Insured Person by reason of any change in the Insured Person's health conditions.

3. Notification of Renewal

Irrespective of whether the Company revises these Terms and Benefits upon Renewal, the Company shall in accordance with the terms of this Section 3 give the Policy Holder a written notice of the revised Terms and Benefits to the Policy Holder of not less than thirty (30) days prior to the Renewal Date.

The written notice shall specify the premium for Renewal and Renewal Date. If the Company revises these Terms and Benefits upon Renewal, the Company shall make available the revised Terms and Benefits to the Policy Holder together with the written notice. The revised Terms and Benefits and premium for Renewal shall take effect on the Renewal Date.

4. No re-underwriting except in limited circumstances

While these Terms and Benefits are in force, the Company shall not have the right to re-underwrite these Terms and Benefits irrespective of any change in health conditions of the Insured Person after the Policy Issuance Date or the Policy Effective Date, whichever is the earlier.

The Company shall not have the right to re-underwrite these Terms and Benefits irrespective of any change in these Terms and Benefits (as permitted under Section 1 of this Part 4). This restriction applies to any change including but not limited to where there is any upgrade or downgrade of any benefits, or any addition or removal of any benefits, as permitted under these Terms and Benefits, regardless of where they are set out in these Terms and Benefits.

The Company shall have the right to re-underwrite these Terms and Benefits only under the following circumstances -

- (a) Where the Policy Holder requests the Company to re-underwrite these Terms and Benefits at the time of Renewal for reduction in Premium Loading or removal of Case-based Exclusion(s) according to the Company's underwriting practices. For the avoidance of doubt, the Company shall not have the right to terminate or not to Renew these Terms and Benefits if any of the aforesaid requests is rejected by the Company or the re-underwriting result is not accepted by the Policy Holder;

- (b) At any time where the Policy Holder requests to subscribe additional benefits (if any) or switch to another insurance plan which provides upgrade or addition of benefits (in which cases the re-underwriting shall be limited to such upgrade or additional benefits).
 - (i) However, at any time where the Policy Holder requests to unsubscribe the additional benefits (if any) in these Terms and Benefits, or switch to another insurance plan which provides downgrade or reduction of benefits, the Company shall not have the right to re-underwrite these Terms and Benefits but shall have the discretion to accept or reject the request according to its prevailing practices in handling similar requests; and
 - (ii) The Company shall not have the right to terminate or not to Renew these Terms and Benefits if any of the aforesaid requests is rejected by the Company or the re-underwriting result is not accepted by the Policy Holder.

The Company and Policy Holder acknowledge that -

- (c) if under the terms of this Part 4, the Company has the right, or is required, to re-underwrite these Terms and Benefits based on certain factors at Renewal, the Company shall, in accordance with the terms of this Part 4 and its prevailing underwriting guidelines, take into account only such relevant factors to carry out the re-underwriting; and
- (d) as a result of re-underwriting, these Terms and Benefits may be terminated, new Premium Loading may be applied, existing Premium Loading may be adjusted upwards or downwards, new Case-based Exclusion(s) may be applied, and existing Case-based Exclusion(s) may be revised or removed.

Part 5 Claim Provisions

1. Submission of claims

All claims incurred in respect of these Terms and Benefits shall be submitted to the Company within ninety (90) days after the date on which the Insured Person is discharged from the Hospital, or (where there is no Confinement) the date on which the relevant Medical Service is performed and completed. For this purpose, a claim shall be deemed not valid or complete and benefit shall not be payable unless -

- (a) all original receipts and/or original itemised bills together with the diagnosis, type of treatment, procedure, test or service provided shall have been submitted to the Company; and
- (b) all relevant information, certificates, reports, evidence, referral letter and other data or materials as reasonably required by the Company shall have been furnished to the Company for processing of such claim.

The Policy Holder shall notify the Company if claims cannot be submitted within the above timeframe, otherwise the Company shall have the right to reject claims submitted after the above timeframe.

All certificates, information and evidence that are reasonably required by the Company and which can be reasonably provided by the Policy Holder shall be furnished at the expenses of the Policy Holder. The Company shall bear all expenses incurred in obtaining further certificates, information and evidence for the purposes of verification of the claim after the Policy Holder has submitted all required information pursuant to (a) and (b) above.

2. Claimable amount estimate

Before the Insured Person receives a Medical Service, the Policy Holder may request the Company to provide an estimate on the amount that may be claimed under these Terms and Benefits. The Policy Holder shall provide the Company with the estimated fees to be incurred as furnished by the Hospital and/or attending Registered Medical Practitioner as required by the laws and regulations regulating the private healthcare facilities in Hong Kong at the time of request. Upon receiving the request, the Company shall inform the Policy Holder of the claimable amount estimate under these Terms and Benefits based on the estimation furnished by the Hospital and/or attending Registered Medical Practitioner. The Company's estimate is for reference only, and the actual amount claimable by the Policy Holder shall be subject to the final expenses as evidenced in (a) and (b) of Section 1 of this Part 5.

3. Legal action

No legal action shall be brought by the Policy Holder to recover any claim amount payable under these Terms and Benefits within the first sixty (60) days from which all proof of claims as required by these Terms and Benefits has been received by the Company.

4. Medical examination

Where a claim occurs, the Company shall have the right to require the Insured Person to be examined by a Registered Medical Practitioner appointed by the Company at the Company's cost.

SPECIMEN

Part 6 Benefit Provisions

1. General

(a) **Territorial scope of cover**

Except for the psychiatric treatment as stated in Section 3(1) of this Part 6 and medical negligence benefit as stated in Section 2(I) of the Enhanced Benefits And Other Benefits Endorsement, all benefits described in these Terms and Benefits shall be applicable worldwide.

The geographical limitation related to medical negligence benefit as stated in Section 2(I) of the Enhanced Benefits And Other Benefits Endorsement shall not apply to the terms and benefits within the scope of the Standard Plan Terms and Benefits. For the avoidance of doubt, the applicable Standard Plan Terms and Benefits shall be the version as is referred to under Sections 1(a), (b) or (c) of Part 4.

(b) **Lifetime Benefit Limit**

All benefits described in these Terms and Benefits are not subject to any Lifetime Benefit Limit.

(c) **Choice of healthcare services providers**

All benefits described in these Terms and Benefits are not subject to any restriction in the choice of healthcare services providers, including but not limited to Registered Medical Practitioner and Hospital.

(d) **Choice of ward class**

All benefits described in these Terms and Benefits are not subject to any restriction in the choice of ward class in Hospital.

2. Coverage of Confinement and non-Confinement services

Subject to these Terms and Benefits, if during the period while these Terms and Benefits are in force, the Insured Person, as a result of a Disability and upon the recommendation of a Registered Medical Practitioner,

- (a) is Confined in a Hospital; or
- (b) undergoes any Day Case Procedure, Prescribed Diagnostic Imaging Test, Prescribed Non-surgical Cancer Treatment, outpatient kidney dialysis or Emergency outpatient treatment for Accident,

the Company shall reimburse the Eligible Expenses which are Reasonable and Customary in accordance with benefit items under Section 3 of this Part 6 and the Enhanced Benefits And Other Benefits Endorsement.

For the avoidance of doubt, where an Insured Person is Confined in a Hospital but the Confinement is considered not Medically Necessary, the expenses incurred as a result of such Confinement shall not be regarded as Eligible Expenses for the purpose of (a) above. However, the Policy Holder shall still have the right to claim for the relevant Eligible Expenses incurred during such Confinement on Medical Services under (b) above.

The amount of Eligible Expenses payable under these Terms and Benefits shall not exceed the actual costs for Medical Services provided to the Insured Person, subject to the limits as stated in the Benefit Schedule.

For the avoidance of doubt, the benefits covered under these Terms and Benefits shall only be payable for Eligible Expenses incurred for Medical Services provided to the Insured Person. Expenses incurred for Medical Services provided to persons other than the Insured Person shall not be covered, unless otherwise specified.

3. Benefits covered

Eligible Expenses covered under Section 2 of this Part 6 shall be payable according to the following benefit items -

(a) Room and board

This benefit shall be payable for the Eligible Expenses charged by the Hospital on the cost of accommodation and meals where the Insured Person is Confined in a Hospital or undergoes any Day Case Procedure or Prescribed Non-surgical Cancer Treatment.

(b) Miscellaneous charges

This benefit shall be payable for the Eligible Expenses charged on miscellaneous charges where the Insured Person is Confined in a Hospital or on the day he undergoes any Day Case Procedure for receiving Medical Services. These charges shall cover the following -

- (i) Road ambulance service to and/or from the Hospital;
- (ii) Anaesthetic and oxygen administration;
- (iii) Administration charges for blood transfusion;
- (iv) Dressing and plaster casts;
- (v) Medicine and drug prescribed and consumed during Confinement or any Day Case Procedure;
- (vi) Medicine and drug prescribed upon discharge from Confinement or completion of Day Case Procedure for use up to the ensuing four (4) weeks;

- (vii) Additional surgical appliances, equipment and devices other than those inclusively paid under Section 3(h) of this Part 6, and implants, disposables and consumables used during surgical procedure;
- (viii) Medical disposables, consumables, equipment and devices;
- (ix) Diagnostic imaging services, including ultrasound and X-ray, and their interpretation, other than Prescribed Diagnostic Imaging Tests which shall be covered under Section 3(i) of this Part 6;
- (x) Intravenous (“IV”) infusions including IV fluids;
- (xi) Laboratory examinations and reports, including the pathological examination performed for the surgery or procedure during the Confinement or any Day Case Procedure;
- (xii) Rental of walking aids and wheelchair for Inpatients; and
- (xiii) Physiotherapy, occupational therapy and speech therapy during Confinement.

(c) Attending doctor's visit fee

If on any day of Confinement, the Insured Person is treated by a Registered Medical Practitioner, this benefit shall be payable for the Eligible Expenses charged by the attending Registered Medical Practitioner for such visit or consultation.

(d) Specialist's fee

If on any day of Confinement, the Insured Person is treated by a Specialist (not being the attending Registered Medical Practitioner under Section 3(c) of this Part 6) as recommended in writing by the attending Registered Medical Practitioner, this benefit shall be payable for the Eligible Expenses charged by the Specialist for such visit or consultation.

(e) Intensive care

If on any day of Confinement, the Insured Person is admitted to an Intensive Care Unit, this benefit shall be payable for the Eligible Expenses charged on the intensive care services.

For the avoidance of doubt, the Eligible Expenses so incurred and payable under this benefit shall not be payable under Section 3(a) of this Part 6.

(f) Surgeon's fee

This benefit shall be payable for the Eligible Expenses charged by the attending Surgeon on a surgical procedure performed during Confinement or in a setting for providing Medical Services to a Day Patient.

This benefit shall be payable according to the relevant surgical category and the categorisation of such surgical procedure under the Schedule of Surgical Procedures as categorised and reviewed from time to time by the Government. If a surgical procedure performed is not included in the Schedule of Surgical Procedures, the Company may reasonably determine its surgical category according to the gazette published by the

Government or any other relevant publication or information including but not limited to the schedule of fees recognised by the government, relevant authorities and medical association in the locality where the surgical procedure is performed.

(g) Anaesthetist's fee

If Surgeon's fee is payable under Section 3(f) of this Part 6, this benefit shall be payable for the Eligible Expenses charged by the Anaesthetist in relation to the surgical procedure.

(h) Operating theatre charges

If Surgeon's fee is payable under Section 3(f) of this Part 6, this benefit shall be payable for the Eligible Expenses charged for the use of operating theatre (including but not limited to a treatment room and a recovery room) during the surgical procedure.

For the avoidance of doubt, the Eligible Expenses for any additional surgical appliances, equipment and devices used in the operating theatre that are separately charged shall be payable under Section 3(b) of this Part 6.

(i) Prescribed Diagnostic Imaging Tests

This benefit shall be payable for the Eligible Expenses charged on Prescribed Diagnostic Imaging Test performed during Confinement or in a setting for providing Medical Services to a Day Patient recommended in writing by the attending Registered Medical Practitioner for the investigation or treatment of a Disability, subject to the Coinsurance as specified in Section 5 of this Part 6 and the Benefit Schedule.

(j) Prescribed Non-surgical Cancer Treatments

This benefit shall be payable for the Eligible Expenses charged on the Prescribed Non-surgical Cancer Treatment performed during Confinement or in a setting for providing Medical Services to a Day Patient, outpatient consultation by a Specialist in treatment planning, and monitoring of prognosis and development during the course of Prescribed Non-surgical Cancer Treatment.

For the avoidance of doubt, the Eligible Expenses for the Prescribed Diagnostic Imaging Tests shall be payable under Section 3(i) of this Part 6.

(k) Pre- and post-Confinement/Day Case Procedure outpatient care

This benefit shall be payable for the Eligible Expenses for -

- (i) outpatient visit or Emergency consultation resulting in a Confinement or Day Case Procedure (including but not limited to consultation, western medication prescribed or diagnostic test); and
- (ii) follow-up outpatient visit (including but not limited to consultation, western medication prescribed, dressings, physiotherapy, occupational therapy, speech therapy or diagnostic test) to, or recommended in writing by, the attending Registered Medical Practitioner, within the period stated in the Benefit Schedule after discharge from Hospital or the date of Day Case Procedure, provided that

such outpatient visit is directly related to and as a result of the condition arising from the same cause (including any and all complications therefrom) necessitating such Confinement or Day Case Procedure.

For the purpose of (i) and (ii) above, Prescribed Diagnostic Imaging Tests and Prescribed Non-surgical Cancer Treatments shall be payable under Sections 3(i) and 3(j) of this Part 6 respectively.

(l) Psychiatric treatments

This benefit shall be payable for the Eligible Expenses charged on the psychiatric treatments during Confinement in Hong Kong as recommended by a Specialist.

This benefit shall be payable in lieu of other benefit items under Sections 3(a) to (k) of this Part 6. For the avoidance of doubt, where a Confinement is not solely for the purpose of psychiatric treatments, this benefit shall only be payable for the Eligible Expenses charged on the Medical Services related to psychiatric treatments. Where the Eligible Expenses involve both psychiatric and non-psychiatric treatments and apportionment of the expenses is not available, the expenses in entirety shall be payable under this benefit if the Confinement is initially for the purpose of psychiatric treatments. If the Confinement initially is not for the purpose of psychiatric treatment, the expenses in entirety shall be payable under Section 3(a) to (k) above.

4. Pre-existing Condition(s)

Eligible Expenses arising from Pre-existing Condition(s) that are notified to the Company in the Application and subsequent information or document submitted to the Company for the purpose of the application, including any updates of and changes to such requisite information (if so requested by the Company under Section 8 of Part 1), subject to the Case-based Exclusion(s) (if any), shall be payable in accordance with these Terms and Benefits. The Company may impose Case-based Exclusion(s) to these Terms and Benefits by reason of a Pre-existing Condition or other factor that affects the insurability of the Insured Person notified to the Company in the Application and any subsequent information or document submitted to the Company for the purpose of the application, including any updates of and changes to such requisite information (if so requested by the Company under Section 8 of Part 1). After the Policy Issuance Date or the Policy Effective Date (whichever is the earlier), the Company shall not have the right to impose any additional Case-based Exclusion(s), save for the limited circumstances stated in Section 4 of Part 4.

Eligible Expenses arising from Pre-existing Condition(s) that the Policy Holder and/or Insured Person was not aware and would not reasonably have been aware of at the time of submission of Application, including any updates of and changes to the required information (if so requested by the Company under Section 8 of Part 1), shall be payable in accordance with these Terms and Benefits, subject to the following waiting period and reimbursement arrangement –

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| First Policy Year | no coverage |
| Second Policy Year | 25% reimbursement |
| Third Policy Year | 50% reimbursement |
| Fourth Policy Year onwards | full coverage |

For the avoidance of doubt, the Company shall not have the right to re-underwrite or terminate these Terms and Benefits where the Policy Holder and/or Insured Person was not aware and would not reasonably have been aware of the Pre-existing Condition(s) at the time of submission of Application, including any updates of and changes to the required information (if so requested by the Company under Section 8 of Part 1).

If the Policy Holder or the Insured Person is requested but fails to disclose to the Company upon submission of Application, including any updates of and changes to the required information (if so requested by the Company under Section 8 of Part 1), that the Insured Person is suffering from a Pre-existing Condition, and such Pre-existing Condition has been treated or diagnosed or has manifested signs or symptoms of which the Policy Holder or the Insured Person is aware or should have reasonably been aware of at the time of submission of Application, including any updates of and changes to the required information (if so requested by the Company under Section 8 of Part 1), the Company has the right to declare these Terms and Benefits void, demand repayment of any benefits paid and/or refuse to provide coverage under these Terms and Benefits. In such event, the Company shall refund the premium in accordance with Section 14 of Part 2. The burden of proving the above shall rest with the Company.

5. Cost-sharing requirement

The Policy Holder is required to pay Coinsurance and/or Deductible as stated in these Terms and Benefits and the Policy Schedule. For the avoidance of doubt, Coinsurance and Deductible do not refer to any amount that the Policy Holder is required to pay if the actual expenses exceed the benefit limits under these Terms and Benefits.

SPECIMEN

Part 7 General Exclusions

Under these Terms and Benefits, the Company shall not pay any benefits in relation to or arising from the following expenses.

1. Expenses incurred for treatments, procedures, medications, tests or services which are not Medically Necessary.
2. Expenses incurred for the whole or part of the Confinement solely for the purpose of diagnostic procedures or allied health services, including but not limited to physiotherapy, occupational therapy and speech therapy, unless such procedure or service is recommended by a Registered Medical Practitioner for Medically Necessary investigation or treatment of a Disability which cannot be effectively performed in a setting for providing Medical Services to a Day Patient.
3. Expenses arising from Human Immunodeficiency Virus (“HIV”) and its related Disability, which is contracted or occurs before the Policy Effective Date. Irrespective of whether it is known or unknown to the Policy Holder or the Insured Person at the time of submission of Application, including any updates of and changes to such requisite information (if so requested by the Company under Section 8 of Part 1) such Disability shall be generally excluded from any coverage of these Terms and Benefits if it exists before the Policy Effective Date. If evidence of proof as to the time at which such Disability is first contracted or occurs is not available, manifestation of such Disability within the first five (5) years after the Policy Effective Date shall be presumed to be contracted or occur before the Policy Effective Date, while manifestation after such five (5) years shall be presumed to be contracted or occur after the Policy Effective Date.

However, the exclusion under this entire Section 3 shall not apply where HIV and its related Disability is caused by sexual assault, medical assistance, organ transplant, blood transfusions or blood donation, or infection at birth, and in such cases the other terms of these Terms and Benefits shall apply.

4. Expenses incurred for Medical Services as a result of Disability arising from or consequential upon the dependence, overdose or influence of drugs, alcohol, narcotics or similar drugs or agents, self-inflicted injuries or attempted suicide, illegal activity, or venereal and sexually transmitted disease or its sequelae (except for HIV and its related Disability, where Section 3 of this Part 7 applies).
5. Any charges in respect of services for –
 - (a) beautification or cosmetic purposes, unless necessitated by Injury caused by an Accident and the Insured Person receives the Medical Services within ninety (90) days of the Accident; or
 - (b) correcting visual acuity or refractive errors that can be corrected by fitting of spectacles or contact lens, including but not limited to eye refractive therapy, LASIK and any related tests, procedures and services.
6. Expenses incurred for prophylactic treatment or preventive care, including but not limited to general check-ups, routine tests, screening procedures for asymptomatic conditions, screening or surveillance procedures based on the health history of the Insured Person and/or

his family members, Hair Mineral Analysis (HMA), immunisation or health supplements. For the avoidance of doubt, this Section 6 does not apply to –

- (a) treatments, monitoring, investigation or procedures with the purpose of avoiding complications arising from any other Medical Services provided;
 - (b) removal of pre-malignant conditions; and
 - (c) treatment for prevention of recurrence or complication of a previous Disability.
7. Expenses incurred for dental treatment and oral and maxillofacial procedures performed by a dentist except for Emergency Treatment and surgery during Confinement arising from an Accident. Follow-up dental treatment or oral surgery after discharge from Hospital shall not be covered.
 8. Expenses incurred for Medical Services and counselling services relating to maternity conditions and its complications, including but not limited to diagnostic tests for pregnancy or resulting childbirth, abortion or miscarriage; birth control or reversal of birth control; sterilisation or sex reassignment of either sex; infertility including in-vitro fertilisation or any other artificial method of inducing pregnancy; or sexual dysfunction including but not limited to impotence, erectile dysfunction or pre-mature ejaculation, regardless of cause.
 9. Expenses incurred for the purchase of durable medical equipment or appliances including but not limited to wheelchairs, beds and furniture, airway pressure machines and masks, portable oxygen and oxygen therapy devices, dialysis machines, exercise equipment, spectacles, hearing aids, special braces, walking aids, over-the-counter drugs, air purifiers or conditioners and heat appliances for home use. For the avoidance of doubt, this exclusion shall not apply to rental of medical equipment or appliances during Confinement or on the day of the Day Case Procedure.
 10. Expenses incurred for traditional Chinese medicine treatment, including but not limited to herbal treatment, bone-setting, acupuncture, acupressure and tui na, and other forms of alternative treatment including but not limited to hypnotism, qigong, massage therapy, aromatherapy, naturopathy, hydrotherapy, homeotherapy and other similar treatments.
 11. Expenses incurred for experimental or unproven medical technology or procedure in accordance with the common standard, or not approved by the recognised authority, in the locality where the treatment, procedure, test or service is received.
 12. Expenses incurred for Medical Services provided as a result of Congenital Condition(s) which have manifested or been diagnosed before the Insured Person attained the Age of eight (8) years.
 13. Eligible Expenses which have been reimbursed under any law, or medical program or insurance policy provided by any government, company or other third party.
 14. Expenses incurred for treatment for Disability arising from war (declared or undeclared), civil war, invasion, acts of foreign enemies, hostilities, rebellion, revolution, insurrection, or military or usurped power.

Part 8 Definitions

Under these Terms and Benefits, words and expressions used shall have the following meanings

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| "Accident" | shall mean a sudden and unforeseen event occurring entirely beyond the control of the Insured Person and caused by violent, external and visible means. |
| "Age" | shall mean the attained age of the Insured Person. |
| "Annual Benefit Limit" | shall mean the maximum amount of benefits paid by the Company to the Policy Holder in a Policy Year irrespective of whether any limits of any benefit items stated in the Benefit Schedule have been reached. The Annual Benefit Limit is counted afresh in a new Policy Year. |
| "Application" | shall mean the application submitted to the Company in respect of this Certified Plan, including the application form, questionnaires, evidence of insurability, any documents or information submitted and any statements and declarations made in relation to such application, including any updates of and changes to such requisite information (if so requested by the Company under Section 8 of Part 1). |
| "Benefit Schedule" | shall mean a schedule of benefits attached to these Terms and Benefits which sets out, among others, the benefit items and maximum benefits covered. |
| "Case-based Exclusion" | shall mean the exclusion of a particular Sickness or Disease from the coverage of these Terms and Benefits that may be applied by the Company based on a Pre-existing Condition or factors affecting the insurability of the Insured Person. |
| "Certified Plan" | shall mean all the terms and benefits (including any Supplement(s)) that form an insurance plan certified by the Government to be compliant with the requirements of the VHIS. This Certified Plan comprises these Terms and Conditions and the Benefit Schedule and the followings – a) Enhanced Benefits and Other Benefits Endorsement; b) No Claim Discount Endorsement; c) Supplementary Major Medical Endorsement (if applicable); d) Supplement – Inclusion of VAT and GST as Eligible Expenses; and e) Supplement – Inclusion of public hospitals and private hospitals in Hong Kong in the definition of Hospital. |

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| "Coinsurance" | shall mean a percentage of Eligible Expenses the Policy Holder must contribute after paying the Deductible (if any) in a Policy Year. For the avoidance of doubt, Coinsurance does not refer to any amount that the Policy Holder is required to pay if the actual expenses exceed the benefit limits under these Terms and Benefits. |
| "Company" | shall mean AXA China Region Insurance Company Limited. |
| "Confinement" or "Confined" | <p>shall mean an admission of the Insured Person to a Hospital that is recommended by a Registered Medical Practitioner for Medical Service and as an Inpatient as a result of a Medically Necessary condition for a period of no less than six (6) consecutive hours. No minimum period is required for Confinement in connection with any Emergency Treatment in a Hospital as a result of an Emergency for the performance of a surgical procedure or other Medical Service in a Hospital.</p> <p>Confinement shall be evidenced by a daily room charge invoiced by the Hospital and the Insured Person must stay in the Hospital continuously for the entire period of Confinement.</p> |
| "Congenital Condition(s)" | shall mean (a) any medical, physical or mental abnormalities existed at the time of or before birth, whether or not being manifested, diagnosed or known at birth; or (b) any neo-natal abnormalities developed within six (6) months of birth. |
| "Day Case Procedure" | shall mean a Medically Necessary surgical procedure for investigation or treatment to the Insured Person performed in a medical clinic, or day case procedure centre or Hospital with facilities for recovery as a Day Patient. |
| "Day Patient" | shall mean an Insured Person receiving Medical Services or treatments given in a medical clinic, day case procedure centre or Hospital where the Insured Person is not in Confinement. |
| "Deductible" | shall mean a fixed amount of Eligible Expenses that, in a Policy Year, the Policy Holder must pay before the Company shall reimburse the remaining Eligible Expenses. |
| "Delivery" | <p>shall mean the delivery of these Terms and Benefits and the Policy Schedule or the cooling-off notice as stated in Section 2(a) of Part 2 to the Policy Holder, or to nominated representative of the Policy Holder, by any the following means:</p> <ul style="list-style-type: none"> (a) by hand; (b) by post (including registered post); or (c) by electronic means. <p>Regardless of the means of delivery is used, it is the responsibility of the Company, to have sufficient proof of delivery and the timing of delivery.</p> |

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| "Disability" | shall mean a Sickness or Disease or Injury, including any and all complications arising therefrom. |
| "Eligible Expenses" | shall mean expenses incurred for Medical Services rendered with respect to a Disability. |
| "Emergency" | shall mean an event or situation that Medical Service is needed immediately in order to prevent death, permanent impairment or other serious consequences of the Insured Person's health. |
| "Emergency Treatment" | shall mean Medical Service required in an Emergency. The Emergency event or situation, and the required Medical Service cannot be and are not separated by an unreasonable period of time. |
| "Flexi Plan" | shall mean any individual indemnity hospital insurance plan under the VHIS framework with enhancement(s) to any or all of the protections or terms and benefits that the Standard Plan provides to the Policy Holder and the Insured Person, subject to certification by the Government. Such plan shall not contain terms and benefits which are less favourable than those in the Standard Plan, save for the exception as may be approved by the Government from time to time. |
| "Government" | shall mean the Hong Kong Special Administrative Region Government. |
| "Guardian" | in respect of a Minor shall mean the person(s) appointed as the guardian(s) under or acting by virtue of the Guardianship of Minors Ordinance (Cap 13. of the Laws of Hong Kong). |
| "HKD" | shall mean Hong Kong dollars. |
| "Hong Kong" | shall mean the Hong Kong Special Administrative Region of the People's Republic of China. |
| "Hospital" | shall mean an establishment duly constituted and registered as a hospital under the laws of the relevant territory in which it is established, which is for providing Medical Service for sick and injured persons as Inpatients, and which – <ul style="list-style-type: none"> (a) has facilities for diagnosis and major operations; (b) provides twenty-four (24) hours nursing services by licensed or registered nurses; (c) has one (1) or more Registered Medical Practitioners; and (d) is not primarily a clinic, a place for alcoholics or drug addicts, a nature care clinic, a health hydro, a nursing, rest or convalescent home, a hospice or palliative care centre, a rehabilitation centre, an elderly home or similar establishment. |

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| "Injury" | shall mean any bodily damage (with or without a visible wound) solely caused by an Accident independent of any other causes. |
| "Inpatient" | shall mean an Insured Person who is Confined. |
| "Insurance Authority" | shall mean the Insurance Authority of Hong Kong established pursuant to section 4AAA of the Insurance Ordinance. |
| "Insurance Ordinance" | shall mean the Insurance Ordinance (Cap. 41 of the Laws of Hong Kong). |
| "Insured Person" | shall mean any person whose risks are covered by these Terms and Benefits, and named as the "Insured Person" in the Policy Schedule. |
| "Intensive Care Unit" | shall mean that part or unit of a Hospital established for and devoted to providing intensive medical and nursing care for Inpatients. |
| "Lifetime Benefit Limit" | shall mean the maximum amount of benefits paid by the Company to the Policy Holder cumulatively since the inception of these Terms and Benefits, irrespective whether any limits of any benefit items stated in the Benefit Schedule have been reached or whether the Annual Benefit Limit in a Policy Year has been reached. |
| "Medical Services" | shall mean Medically Necessary services, including, as the context requires, Confinement, treatments, procedures, tests, examinations or other related services for the investigation or treatment of a Disability. |
| "Medically Necessary" | shall mean the need to have medical service for the purpose of investigating or treating the relevant Disability in accordance with the generally accepted standards of medical practice and such medical service must – <ul style="list-style-type: none"> (a) require the expertise of, or be referred by, a Registered Medical Practitioner; (b) be consistent with the diagnosis and necessary for the investigation and treatment of the Disability; (c) be rendered in accordance with standards of good and prudent medical practice, and not be rendered primarily for the convenience or the comfort of the Insured Person, his family, caretaker or the attending Registered Medical Practitioner; (d) be rendered in the setting that is most appropriate in the circumstances and in accordance with the generally accepted standards of medical practice for the medical services; and (e) be furnished at the most appropriate level which, in the prudent professional judgment of the attending Registered Medical Practitioner, can be safely and effectively provided to the Insured Person. |

For the purpose of these Terms and Benefits, without prejudice to the generality of the foregoing, circumstances where a Confinement is considered Medically Necessary include, but not limited to –

- (i) the Insured Person is having an Emergency that requires urgent treatment in Hospital;
- (ii) surgical procedures are performed under general anaesthesia;
- (iii) equipment for surgical procedure is available in Hospital and procedure cannot be done on a Day Patient basis;
- (iv) there is significantly severe co-morbidity of the Insured Person;
- (v) taking into account the individual circumstances of the Insured Person, the attending Registered Medical Practitioner has exercised his prudent professional judgment and is of the view that for the safety of the Insured Person, the medical service should be conducted in Hospital;
- (vi) in the prudent professional judgment of the attending Registered Medical Practitioner, the length of Confinement of the Insured Person is appropriate for the medical service concerned; and/or
- (vii) in the case of diagnostic procedures or allied health services prescribed by a Registered Medical Practitioner, such Registered Medical Practitioner has exercised his prudent professional judgment and is of the view that for the safety of the Insured Person, such procedures or services should be conducted in Hospital.

For the purpose of exercising his prudent professional judgment in (v) to (vii) above, the attending Registered Medical Practitioner shall have regard to whether the Confinement –

- (aa) is in accordance with standards of good and prudent medical practice in the locality for the medical service rendered, and, in the prudent professional judgment of the attending Registered Medical Practitioner, not rendered primarily for the convenience or the comfort of the Insured Person, his family, caretaker or the attending Registered Medical Practitioner; and
- (bb) is in the setting that is most appropriate in the circumstances and in accordance with the generally accepted standards of medical practice in the locality for the medical service rendered.

"Minor" shall mean a person below the Age of eighteen (18) years.

"Policy" shall mean this policy underwritten and issued by the Company, which is the contract between the Policy Holder(s) and the Company in respect of this Certified Plan including but not limited to these

Terms and Conditions, Benefit Schedule, Application, declarations, Policy Schedule and any Supplement(s) attached to this policy, if applicable. Where this Policy contains additional terms and benefits other than those of this Certified Plan, the meaning of Policy shall also cover such additional terms and benefits.

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| "Policy Effective Date" | shall mean the commencement date of these Terms and Benefits which is specified as "Policy Effective Date" in the Policy Schedule. |
| "Policy Holder" | shall mean the person who is a legal holder of this Policy and is named as the "Policy Holder" in the Policy Schedule. |
| "Policy Issuance Date" | shall mean the date of first issuance of these Terms and Benefits. |
| "Policy Schedule" | shall mean a schedule attached to these Terms and Benefits, which sets out, among others, the Policy Effective Date, Renewal Date, the name and the relevant particulars of the Policy Holder and the Insured Person, the eligible benefits, premium and other relevant details in respect of these Terms and Benefits. |
| "Policy Year" | shall mean the period of time these Terms and Benefits are in force. The first Policy Year shall be the period from the Policy Effective Date to the day immediately preceding the first Renewal Date as specified in the Policy Schedule (both days inclusive) within one (1) year period; and each subsequent Policy Year shall be the one (1) year period from each Renewal Date. |
| "Portfolio" | shall mean all policies of the same terms and conditions and the benefit schedule as certified by the Government as a Certified Plan under VHIS. |
| "Pre-existing Condition(s)" | shall mean, in respect of the Insured Person, any Sickness, Disease, Injury, physical, mental or medical condition or physiological degradation, including Congenital Condition, that has existed prior to the Policy Issuance Date or the Policy Effective Date, whichever is the earlier. An ordinary prudent person shall be reasonably aware of a Pre-existing Condition, where - (a) it has been diagnosed; (b) it has manifested clear and distinct signs or symptoms; or (c) medical advice or treatment has been sought, recommended or received. |
| "Premium Loading" | shall mean the additional premium on top of the Standard Premium charged by the Company to the Policy Holder according to the additional risk assessed for the Insured Person. |
| "Prescribed Diagnostic Imaging Tests" | shall mean computed tomography ("CT" scan), magnetic resonance imaging ("MRI" scan), positron emission tomography ("PET" scan), PET-CT combined and PET-MRI combined. |
| "Prescribed Non-surgical Cancer Treatments" | shall mean chemotherapy, radiotherapy, targeted therapy, immunotherapy and hormonal therapy for cancer treatment. |

"Reasonable and Customary"

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

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

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

"Registered Medical Practitioner", "Specialist", "Surgeon" and "Anaesthetist"

shall mean a medical practitioner of western medicine,
(a) who is duly qualified and is registered with the Medical Council of Hong Kong pursuant to the Medical Registration Ordinance (Cap. 161 of the Laws of Hong Kong) or a body of equivalent standing in jurisdictions outside Hong Kong (as reasonably determined by the Company in utmost good faith); and
(b) legally authorised for rendering relevant Medical Service in Hong Kong or the relevant jurisdiction outside Hong Kong where the Medical Service is provided to the Insured Person,

but in no circumstance shall include the following persons - the Insured Person, the Policy Holder, or an insurance intermediary, employer, employee, immediate family member or business partner of the Policy Holder and/or the Insured Person (unless approved in advance by the Company in writing). If the practitioner is not duly qualified and registered under the laws of Hong Kong or a body of equivalent standing in jurisdictions outside Hong Kong (as reasonably determined by the Company in utmost good faith), the Company shall exercise reasonable judgment to determine whether such practitioner shall nonetheless be considered qualified and registered.

"Renewal", "Renew", "Renewed" or "Renewable"

shall mean renewal of these Terms and Benefits in accordance with their terms without any discontinuance.

"Renewal Date"

shall mean the effective date of Renewal. The first Renewal Date shall be the date as specified in the Policy Schedule (which shall not be later than the first anniversary of the Policy Effective Date) and

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|------------------------------------|---|
| | the subsequent Renewal Date(s) shall be the anniversary(ies) of the first Renewal Date. The relevant Renewal Date shall be specified in the notification of Renewal in accordance with Section 3 of Part 4. |
| "Schedule of Surgical Procedures" | shall mean the list of surgical procedures attached to the Benefit Schedule which sets out the surgical category of different surgical procedures according to their relative degree of complexity, which is from time to time published and subject to regular review by the Government. |
| "Sickness" or "Disease" | shall mean a physical, mental or medical condition arising from a pathological deviation from the normal healthy state, including but not limited to the circumstances where signs and symptoms occur to the Insured Person and whether or not any diagnosis is confirmed. |
| "Standard Plan" | shall mean the insurance plan with terms and conditions and the benefit schedule equivalent to the minimum compliant product requirements of VHIS, which are from time to time published and subject to regular review by the Government. |
| "Standard Plan Terms and Benefits" | shall mean the terms and conditions and the benefit schedule of the Standard Plan, which are from time to time published and subject to regular review by the Government https://www.vhis.gov.hk/doc/en/information_centre/e_standard_plan_template.pdf . |
| "Standard Premium" | shall mean the basic premium for the coverage under this Certified Plan, as charged by the Company to the Policy Holder on an overall Portfolio basis, which may be adjusted in accordance with the Age, gender and/or lifestyle factors of the Insured Person. |
| "Supplement(s)" | shall mean any document which may add, delete, amend or replace the terms and benefits of this Policy. Supplement(s) shall include but is not limited to endorsement, rider, annex, schedule or table attached and issued with this Policy. |
| "Terms and Benefits" | shall mean the Terms and Conditions together with the Benefit Schedule (including the Schedule of Surgical Procedures) and any related Supplement(s) as certified by the Government under this Certified Plan. |
| "Terms and Conditions" | shall mean Part 1 to Part 8 of this Certified Plan. |
| "USD" | shall mean United States dollars |

ENHANCED BENEFITS AND OTHER BENEFITS ENDORSEMENT

This endorsement is attached to and forms part of the Terms and Benefits of Smart Medicare (“**Smart Medicare**”). Notwithstanding anything to the contrary contained in the Policy:

(1) Enhanced Benefits

To supplement Part 6 “Benefit Provisions” of the Terms and Benefits of Smart Medicare, Eligible Expenses shall be payable according to the following benefit items:-

(I) Outpatient kidney dialysis

This benefit shall be payable for the Eligible Expenses if the Insured Person has suffered from Chronic and Irreversible Kidney Failure and has received regular haemodialysis or peritoneal dialysis in a Kidney Dialysis Clinic or at home. The amount payable under this benefit is equal to: (a) for haemodialysis or peritoneal dialysis in a Kidney Dialysis Clinic, the amount actually charged by the Kidney Dialysis Clinic for such regular haemodialysis or peritoneal dialysis; or (b) for haemodialysis or peritoneal dialysis at home, the amount of expenses actually incurred for the purchase of supplies and/or rental of the dialysis machine for such regular haemodialysis or peritoneal dialysis where such purchase of supplies and/or rental of dialysis machine is/are prescribed in writing by the Insured Person’s attending Registered Medical Practitioner, subject to the limit as stated in the Benefit Schedule of Smart Medicare. For the avoidance of doubt, the Eligible Expenses so incurred and payable under this benefit shall not be payable under Section 3(k) of Part 6 of the Terms and Benefits of Smart Medicare.

(II) Emergency outpatient treatment for Accident

This benefit shall be payable for the Eligible Expenses if the Insured Person has suffered an Injury due to an Accident and has been treated in respect of the Injury in the outpatient unit of a Hospital within twenty-four (24) hours of the occurrence of the Injury. In respect of an Injury, the amount payable under this benefit is equal to the amount actually charged by the Hospital for such treatment (including but not limited to consultation, western medication prescribed or diagnostic test), subject to the limit as stated in the Benefit Schedule of Smart Medicare. For the avoidance of doubt, the Eligible Expenses so incurred and payable under this benefit shall not be payable under Section 3(k) of Part 6 of the Terms and Benefits of Smart Medicare.

(2) Other Benefits

To supplement Part 6 “Benefit Provisions” of the Terms and Benefits of Smart Medicare, the Company shall pay the following benefits:-

(I) Medical negligence benefit

If a benefit is payable under Section 3(a) or (e) of Part 6 of the Terms and Benefits of Smart Medicare in respect of a Confinement, the Company will also pay a benefit if the Insured Person has died resulting directly and independently of all other causes from the negligence of a Registered Medical Practitioner or Hospital, in Hong Kong or Macau, and such negligence occurred in any medical procedure carried out in respect of the Insured Person’s Disability during the Confinement, provided that:

- (a) the death arises within thirty (30) days from the negligence of the Registered Medical Practitioner or Hospital; and
- (b) a public admission of the negligence was made by the Registered Medical Practitioner or Hospital and the negligence is verified and confirmed by the relevant government authority, a court or coroner's inquest in Hong Kong or Macau.

The amount payable under this benefit is equal to the limit as stated in the Benefit Schedule of Smart Medicare.

(II) Compassionate Death Benefit

- (a) Subject to the Terms and Benefits of Smart Medicare, the Company will pay the beneficiary the Compassionate Death Benefit as specified in the Benefit Schedule of Smart Medicare when the Company receives due proof that the Insured Person died while the Policy was in force.
- (b) In the case where Smart Medicare is a basic plan:
 - (i) while the Policy is in effect, the Policy Holder may nominate or change the beneficiary by sending written notice (in the form specified by the Company to its satisfaction) to the Company. Such change is valid only if, and from the date when, the notice is satisfactorily accepted and recorded by the Company in writing during the lifetime of the Insured Person while the Policy is in effect. The Company will not be responsible for any payment it makes or other action it takes before the Company satisfactorily accepts and records the notice.
 - (ii) if there is more than one (1) beneficiary, the Company will pay the Compassionate Death Benefit to the beneficiaries in the proportion as specified by the Policy Holder. If the Policy Holder has not specified such proportion or all the proportions do not add up to a figure of 100%, the Company shall have the discretion to pay the Compassionate Death Benefit to all the beneficiaries in equal shares or in such proportion as determined in its reasonable discretion.
 - (iii) the Company will pay the Compassionate Death Benefit to the Policy Holder (if living, otherwise the Policy Holder's estate) where:
 - 1. no beneficiary is named in the Company's records;
 - 2. the beneficiary dies before the Insured Person's death; or
 - 3. the beneficiary dies at the same time or within ten (10) days after the Insured Person's death,whereby in cases of 2. and 3., the Company will pay the Policy Holder (if living, otherwise the Policy Holder's estate) the portion of the Compassionate Death Benefit that the deceased beneficiary is entitled to.
 - (iv) the Company must be notified in writing (in the form specified by the Company to its satisfaction) of the Insured Person's death within thirty (30) days after the date of death. If the Company does not receive notification within such timeframe, it must be shown to its satisfaction that notice was submitted to the Company as soon as reasonably possible, or the Company will not pay the Compassionate Death Benefit.
 - (v) the Company must also receive due proof (in the form specified by the Company to its satisfaction) within ninety (90) days after the date of death of the Insured Person.

If the Company does not receive due proof within such timeframe, it must be shown to its satisfaction that due proof was submitted to the Company as soon as was reasonably possible, or the Company will not pay the Compassionate Death Benefit.

- (c) In the case where Smart Medicare is a rider:
- (i) the section or sub-section titled “Beneficiary” under the terms and conditions of the basic plan to which Smart Medicare is attached shall apply to this endorsement.
 - (ii) the relevant terms and conditions in relation to notice and proof of claims (if any) under the basic plan to which Smart Medicare is attached shall also apply to this endorsement. However, in the absence of such relevant terms and conditions, the Company must be notified in writing (in the form specified by the Company to its satisfaction) of the Insured Person’s death within thirty (30) days after the date of death, and the Company must also receive due proof (in the form specified by the Company to its satisfaction) within ninety (90) days after the date of death of the Insured Person.
- (d) The payment of the Compassionate Death Benefit to the beneficiary or the Policy Holder (or his estate) shall be deemed to be full and effective discharge of the Company’s obligations in respect of such payment under this endorsement. For the avoidance of doubt, any claim for other benefits under Smart Medicare shall not be prejudiced.
- (e) If the Insured Person commits suicide within one (1) year from the Policy Effective Date of Smart Medicare, whether sane or insane, the Compassionate Death Benefit will be limited to a refund of the premiums paid in respect of Smart Medicare without interest. The amount of paid premiums to be refunded will be calculated from the Policy Effective Date of Smart Medicare.
- (3) The following definitions shall be applicable to this endorsement:
- | | |
|---|---|
| “Chronic and Irreversible Kidney Failure” | shall mean the end stage renal Disease with the Insured Person undergoing regular peritoneal dialysis or haemodialysis or having had renal transplantation. |
| "Compassionate Death Benefit" | shall mean the compassionate death benefit which will be paid out in accordance with this endorsement. |
| “Kidney Dialysis Clinic” | shall mean a clinic which is legally authorized by the relevant government authority and provides haemodialysis or peritoneal dialysis facilities for the treatment of Chronic and Irreversible Kidney Failure. |
- (4) The term “endorsement (附加條款)” used in this endorsement shall bear the same meaning as “endorsement (批註)” as mentioned in the Terms and Benefits of Smart Medicare.
- (5) Unless otherwise defined herein, terms used in this endorsement shall bear the same meaning as those defined in the Terms and Benefits of Smart Medicare.

NO CLAIM DISCOUNT ENDORSEMENT

This endorsement is attached to and forms part of the Terms and Benefits of Smart Medicare (“**Smart Medicare**”). Notwithstanding anything to the contrary contained in the Policy:

- (1) At a Renewal Date, a no claim discount will be deducted from the annual premium of Smart Medicare for the Policy Year starting from the Renewal Date provided that:
 - (a) Smart Medicare was in effect throughout the three (3) Policy Years immediately preceding the Renewal Date; and
 - (b) no benefit was paid by the Company under Smart Medicare and Smart Medimoney (not being part of the Certified Plan, where applicable) during the three (3) Policy Years immediately preceding the Renewal Date.
- (2) The no claim discount is equal to 15% of the annual premium (before no claim discount and including Premium Loading, if any) of Smart Medicare for the Policy Year immediately preceding the Renewal Date. Such no claim discount will be calculated based on the premium payment mode with the applicable modal factor (if any).
- (3) If after a no claim discount has been deducted, a claim incurred in respect of previous three (3) Policy Years is paid under Smart Medicare or Smart Medimoney (not being part of the Certified Plan, where applicable), the no claim discount shall be re-calculated by taking into account the relevant claim paid, and the Policy Holder shall return to the Company the difference between the recalculated amount and the no claim discount actually paid to the Policy Holder immediately upon the Company’s reasonable request.
- (4) In assessing the period for no claim discount, any benefits paid by the Company shall be attributed to the Policy Year in which the relevant Eligible Expenses were incurred.
- (5) The term “endorsement (附加條款)” used in this endorsement shall bear the same meaning as “endorsement (批註)” as mentioned in the Terms and Benefits of Smart Medicare.
- (6) Unless otherwise defined herein, terms used in this endorsement shall bear the same meaning as those defined in the Terms and Benefits of Smart Medicare.
- (7) This endorsement shall be read in conjunction with Part 3 “Premium Provisions” of the Terms and Benefits of Smart Medicare.

SUPPLEMENTARY MAJOR MEDICAL ENDORSEMENT

This endorsement is attached to and forms part of the Terms and Benefits of Smart Medicare (“**Smart Medicare**”). Notwithstanding anything to the contrary contained in the Policy, the following provisions are to supplement Part 6 “Benefit Provisions” of the Terms and Benefits of Smart Medicare:

- (1) If a benefit is payable in respect of the Insured Person under Section 3(a) to (h) of Part 6 of the Terms and Benefits of Smart Medicare and the aggregate of the relevant amounts actually charged in respect of a Confinement exceeds the aggregate of the amounts payable under such Section 3(a) to (h) of Part 6 in respect of the Confinement, the Company will pay 80% of the excess (equivalent to 20% Coinsurance) subject to (2) below. In calculating the excess,
 - (a) no account will be taken in respect of the room and board charge, the attending doctor’s visit fee and the intensive care charge of the Confinement before the end of the maximum periods applicable for each such benefit payable under Section 3(a), (c) and (e) respectively of such Part 6 as shown in the Benefit Schedule of Smart Medicare. For Confinement beyond the applicable maximum periods aforesaid, the actual room and board charge and the actual intensive care charge made by the Hospital and the actual charge made by the Registered Medical Practitioner for actual attending doctor’s visit to the Insured Person in respect of any one (1) day will be subject to the respective item limit for supplementary major medical benefit as stated in the Benefit Schedule of Smart Medicare; and
 - (b) no account will be taken for any charges in respect of which a benefit is not payable under Section 3(a) to (h) of Part 6 of the Terms and Benefits of Smart Medicare and any amount actually charged which exceeds the Reasonable and Customary charges.
- (2) The aggregate amount payable under this benefit shall not exceed the aggregate annual limit as stated in the Benefit Schedule of Smart Medicare.
- (3) The term “endorsement (附加條款)” used in this endorsement shall bear the same meaning as “endorsement (批註)” as mentioned in the Terms and Benefits of Smart Medicare.
- (4) Unless otherwise defined herein, terms used in this endorsement shall bear the same meaning as those defined in the Terms and Benefits of Smart Medicare.

SUPPLEMENT

Inclusion of VAT and GST as Eligible Expenses

This Supplement shall be attached to and form part of the Terms and Benefits. Unless otherwise defined, words and expressions used in the Terms and Benefits shall have the same meanings when they are used in this Supplement.

This Supplement shall take effect from the Policy Effective Date.

With effect from the Policy Effective Date, the following terms and conditions shall be applied to the Terms and Benefits –

1. With respect to any Eligible Expenses incurred on or after the Policy Effective Date, the terms and conditions in this Supplement shall be applicable, and Eligible Expenses shall include the VAT and GST (if any) charged or imposed on the expenses incurred for Medical Services rendered with respect to a Disability.
2. For the purpose of Section 13 of Part 7 of the Terms and Benefits, any VAT and GST which is refunded to the Policy Holder or Insured Person (as the case may be) shall be excluded pursuant to such Section 13, and shall not be recoverable under the Terms and Benefits.

Definition

"VAT and GST "

shall mean value added taxes, goods and services taxes or other taxes, duties or levies of a similar nature, which may be charged or imposed by the relevant tax or similar authorities or governmental departments on the expenses incurred for Medical Services rendered with respect to a Disability.

SUPPLEMENT

Inclusion of public hospitals and private hospitals in Hong Kong in the definition of Hospital

This Supplement shall be attached to and form part of the Terms and Benefits. Unless otherwise defined, words and expressions used in the Terms and Benefits shall have the same meanings when they are used in this Supplement.

This Supplement shall take effect from the Policy Effective Date.

With effect from the Policy Effective Date, the definition of "Hospital" in Part 8 "Definition" shall include public hospitals and private hospitals in Hong Kong, as set out below:

Definition

"Hospital"

shall mean an establishment duly constituted and registered as a hospital under the laws of the relevant territory in which it is established, which is for providing Medical Service for sick and injured persons as Inpatients, and which –

- (a) has facilities for diagnosis and major operations, or is a public hospital as defined in the Hospital Authority Ordinance (Cap. 113 of the Laws of Hong Kong) or a hospital for which a licence is issued under the Private Healthcare Facilities Ordinance (Cap. 633 of the Laws of Hong Kong) ;
- (b) provides twenty-four (24) hours nursing services by licensed or registered nurses;
- (c) has one (1) or more Registered Medical Practitioners; and
- (d) is not primarily a clinic, a place for alcoholics or drug addicts, a nature care clinic, a health hydro, a nursing, rest or convalescent home, a hospice or palliative care centre, a rehabilitation centre, an elderly home or similar establishment.

Schedule of Surgical Procedures

| Procedure / Surgery | Category | |
|---------------------------------------|---|--------------|
| ABDOMINAL AND DIGESTIVE SYSTEM | | |
| Oesophageal / stomach / duodenum | Excision of oesophageal lesion / destruction of lesion or tissue of oesophagus, cervical approach | Major |
| | Highly selective vagotomy | Major |
| | Laparoscopic fundoplication | Major |
| | Laparoscopic repair of hiatal hernia | Major |
| | Oesophagogastroduodenoscopy (OGD) +/- biopsy and/or polypectomy | Minor |
| | OGD with removal of foreign body | Minor |
| | OGD with ligation / banding of oesophageal/ gastric varices | Intermediate |
| | Oesophagectomy | Complex |
| | Total oesophagectomy and interposition of intestine | Complex |
| | Percutaneous gastrostomy | Minor |
| | Permanent gastrostomy / gastroenterostomy | Major |
| | Partial gastrectomy +/- jejunal transposition | Major |
| | Partial gastrectomy with anastomosis to duodenum / jejunum | Major |
| | Partial gastrectomy with anastomosis to oesophagus | Complex |
| | Proximal gastrectomy / radical gastrectomy / total gastrectomy +/- intestinal interposition | Complex |
| | Suture of laceration of duodenum / patch repair, duodenal ulcer | Major |
| | Vagotomy and / or pyloroplasty | Major |
| Jejunum, ileum and large intestine | Appendicectomy, open or laparoscopic | Intermediate |
| | Anal fissurectomy | Minor |
| | Anal fistulotomy / fistulectomy | Intermediate |
| | Incision & drainage of perianal abscess | Minor |
| | Delorme operation for repair of prolapsed rectum | Major |
| | Colonoscopy +/- biopsy | Minor |
| | Colonoscopy with polypectomy | Minor |
| | Sigmoidoscopy | Minor |
| | Haemorrhoidectomy, internal or external | Intermediate |
| | Injection / banding of haemorrhoid | Minor |
| | Ileostomy or colostomy | Major |
| | Anterior resection of rectum, open or laparoscopic | Complex |
| | Abdominoperineal resection, open or laparoscopic | Complex |

| Procedure / Surgery | | Category |
|---------------------------------|--|--------------|
| | Colectomy, open or laparoscopic | Complex |
| | Low anterior resection of rectum , open or laparoscopic | Complex |
| | Reduction of volvulus or intussusception | Intermediate |
| | Resection of small intestine and anastomosis | Major |
| Biliary tract | Cholecystectomy, open or laparoscopic | Major |
| | Endoscopic retrograde cholangio-pancreatography (ERCP) | Intermediate |
| | ERCP with papilla operation, stone extraction or other associated operation | Intermediate |
| Liver | Fine needle aspiration (FNA) biopsy of liver | Minor |
| | Liver transplantation | Complex |
| | Marsupialization of lesion / cyst of liver or drainage of liver abscess, open approach | Major |
| | Removal of liver lesion, open or laparoscopic | Major |
| | Sub-segmentectomy of liver, open or laparoscopic | Major |
| | Segmentectomy of liver, open or laparoscopic | Complex |
| | Wedge resection of liver, open or laparoscopic | Major |
| Pancreas | Closed biopsy of pancreatic duct | Intermediate |
| | Excision / destruction of lesion of pancreas or pancreatic duct | Major |
| | Pancreaticoduodenectomy (Whipple's Operation) | Complex |
| Abdominal wall | Exploratory laparotomy | Major |
| | Laparoscopy / peritoneoscopy | Intermediate |
| | Unilateral repair of inguinal hernia, open or laparoscopic | Intermediate |
| | Bilateral repair of inguinal hernia, open or laparoscopic | Major |
| | Unilateral herniotomy / herniorrhaphy, open or laparoscopic | Intermediate |
| | Bilateral herniotomy / herniorrhaphy, open or laparoscopic | Major |
| BRAIN AND NERVOUS SYSTEM | | |
| Brain | Brain biopsy | Major |
| | Burr hole(s) | Intermediate |
| | Craniectomy | Complex |
| | Cranial nerve decompression | Complex |
| | Irrigation of cerebroventricular shunt | Minor |
| | Maintenance removal of cerebroventricular shunt, including revision | Intermediate |
| | Creation of ventriculoperitoneal shunt or subcutaneous cerebrospinal fluid reservoir | Major |
| | Clipping of intracranial aneurysm | Complex |
| | Wrapping of intracranial aneurysm | Complex |

| Procedure / Surgery | | Category |
|------------------------------|---|--------------|
| | Excision of arteriovenous malformation, intracranial | Complex |
| | Excision of acoustic neuroma | Complex |
| | Excision of brain tumour or brain abscess | Complex |
| | Excision of cranial nerve tumour | Complex |
| | Radiofrequency thermocoagulation of trigeminal ganglion | Intermediate |
| | Closed trigeminal rhizotomy using radiofrequency | Major |
| | Decompression of trigeminal nerve root/ open trigeminal rhizotomy | Complex |
| | Excision of brain, including lobectomy | Complex |
| | Hemispherectomy | Complex |
| Spine | Lumbar puncture or cisternal puncture | Minor |
| | Decompression of spinal cord or spinal nerve root | Major |
| | Cervical sympathectomy | Intermediate |
| | Thoracoscopic or lumbar sympathectomy | Major |
| | Excision of intraspinal tumour, extradural or intradural | Complex |
| CARDIOVASCULAR SYSTEM | | |
| Heart | Cardiac catheterization | Intermediate |
| | Coronary artery bypass graft (CABG) | Complex |
| | Cardiac transplantation | Complex |
| | Insertion of cardiac pacemaker | Intermediate |
| | Pericardiocentesis | Minor |
| | Pericardiotomy | Major |
| | Percutaneous transluminal coronary angioplasty (PTCA) and related procedures, including use of laser, stenting, motor-blade, balloon angioplasty, radiofrequency ablation technique, etc. | Major |
| | Pulmonary valvotomy, Balloon / Transluminal laser / Transluminal radiofrequency | Major |
| | Percutaneous valvuloplasty | Major |
| | Balloon aortic / mitral valvotomy | Major |
| | Closed heart valvotomy | Complex |
| | Open heart valvuloplasty | Complex |
| Valve replacement | Complex | |
| Vessels | Intra-abdominal venous shunt/ spleno-renal shunt / portal-caval shunt | Complex |
| | Resection of abdominal vessels with replacement / anastomosis | Complex |
| ENDOCRINE SYSTEM | | |
| Adrenal Gland | Unilateral adrenalectomy, laparoscopic or retroperitoneoscopic | Major |

| Procedure / Surgery | | Category |
|--|---|--------------|
| | Bilateral adrenalectomy, laparoscopic or retroperitoneoscopic | Complex |
| Pineal gland | Total excision of pineal gland | Complex |
| Pituitary Gland | Operation of pituitary tumour | Complex |
| Thyroid Gland | Fine needle aspiration (FNA) of thyroid gland +/- imaging guidance | Minor |
| | Hemithyroidectomy / partial thyroidectomy / subtotal thyroidectomy / parathyroidectomy | Major |
| | Total thyroidectomy / complete parathyroidectomy / robotic-assisted total thyroidectomy | Major |
| | Excision of thyroglossal cyst | Intermediate |
| EAR/ NOSE / THROAT / RESPIRATORY SYSTEM | | |
| Ear | Canaloplasty for aural atresia / stenosis | Major |
| | Excision of preauricular cyst / sinus | Minor |
| | Haematoma auris, drainage / buttoning / excision | Minor |
| | Meatoplasty | Intermediate |
| | Removal of foreign body | Minor |
| | Excision of middle ear tumour via tympanotomy | Major |
| | Myringotomy +/- insertion of tube | Minor |
| | Myringoplasty / tympanoplasty | Major |
| | Ossiculoplasty | Major |
| | Labyrinthectomy, total / partial excision | Major |
| | Mastoidectomy | Major |
| | Operation on cochlea and / or cochlear implant | Complex |
| | Operation on endolymphatic sac / decompression of endolymphatic sac | Major |
| | Repair of round window or oval window fistula | Intermediate |
| | Tympanosympathectomy | Major |
| Vestibular neurectomy | Intermediate | |
| Nose, mouth and pharynx | Antral puncture and lavage | Minor |
| | Cauterization of nasal mucosa / control of epistaxis | Minor |
| | Closed reduction for fracture nasal bone | Minor |
| | Closure of oro-antral fistula | Intermediate |
| | Dacryocystorhinostomy | Intermediate |
| | Excision of lesion of nose | Minor |
| | Nasopharyngoscopy / rhinoscopy +/- including rhinoscopic biopsy +/- removal of foreign body | Minor |
| | Polypectomy of nose | Minor |

| Procedure / Surgery | Category |
|---|--------------|
| Caldwell-Luc operation / Maxillary sinusectomy with Caldwell-Luc approach | Intermediate |
| Endoscopic sinus surgery on ethmoid / maxillary / frontal / sphenoid sinuses | Intermediate |
| Extended endoscopic frontal sinus surgery with trans-septal frontal sinusotomy | Major |
| Frontal sinusotomy or ethmoidectomy | Intermediate |
| Frontal sinusectomy | Major |
| Functional endoscopic sinus surgery (FESS) | Major |
| Functional endoscopic sinus surgery (FESS) bilateral | Complex |
| Maxillary / sphenopalatine / ethmoid artery ligation | Intermediate |
| Other intranasal operation, including use of laser (excluding simple rhinoscopy, biopsy and cauterisation of vessel) | Intermediate |
| Rhinoplasty | Intermediate |
| Resection of nasopharyngeal tumour | Intermediate |
| Sinoscopy +/- biopsy | Minor |
| Septoplasty +/- submucous resection of septum | Intermediate |
| Submucous resection of nasal septum | Intermediate |
| Turbinectomy / submucous turbinectomy | Intermediate |
| Adenoidectomy | Minor |
| Tonsillectomy +/- adenoidectomy | Intermediate |
| Excision of pharyngeal pouch / diverticulum | Intermediate |
| Pharyngoplasty | Intermediate |
| Sleep related breathing disorder – hyoid suspension, maxilla / mandible / tongue advancement, laser suspension / resection, radiofrequency ablation assisted uvulopalatopharyngoplasty, uvulopalatopharyngoplasty | Intermediate |
| Marsupialization / excision of ranula | Intermediate |
| Parotid gland removal, superficial | Intermediate |
| Parotid gland removal / parotidectomy | Major |
| Removal of submandibular salivary gland | Intermediate |
| Submandibular duct relocation | Intermediate |
| Submandibular gland excision | Intermediate |
| Respiratory system | Minor |
| Arytenoid sublaxation – laryngoscopic reduction | Minor |
| Bronchoscopy +/- biopsy | Minor |
| Bronchoscopy with foreign body removal | Minor |
| Laryngoscopy +/- biopsy | Minor |

| Procedure / Surgery | | Category |
|---------------------|---|--------------|
| | Laryngeal / tracheal stenosis – endolaryngeal / open operation with stenting / reconstruction | Major |
| | Laryngeal diversion | Intermediate |
| | Laryngectomy +/- radical neck resection | Complex |
| | Micro-laryngoscopy +/- Biopsy +/- excision of nodule / polyp / Reinke's edema | Minor |
| | Partial / total resection of laryngeal tumour | Intermediate |
| | Removal of vallecular cyst | Intermediate |
| | Repair of laryngeal fracture | Major |
| | Injection for vocal cord paralysis | Minor |
| | Tracheoesophageal puncture for voice rehabilitation | Minor |
| | Thyroplasty for vocal cord paralysis | Intermediate |
| | Vocal cord operation, including use of laser (excluding carcinoma) | Minor |
| | Tracheostomy, temporary / permanent / revision | Minor |
| | Lobectomy of lung / pneumonectomy | Complex |
| | Pleurectomy | Major |
| | Segmental resection of lung | Major |
| | Thoracocentesis / insertion of chest tube for pneumothorax | Minor |
| | Thoracoscopy +/- biopsy | Intermediate |
| | Thoracoplasty | Major |
| | Thymectomy | Major |
| EYE | | |
| Eye | Excision / curettage / cryotherapy of lesion of eyelid | Minor |
| | Blepharorrhaphy / tarsorrhaphy | Minor |
| | Repair of entropion or ectropion +/- wedge resection | Minor |
| | Reconstruction of eyelid, partial-thickness | Intermediate |
| | Excision / destruction of lesion of conjunctiva | Minor |
| | Excision of pterygium | Minor |
| | Corneal grafting, severe wound repair and keratoplasty, including corneal transplant | Major |
| | Laser removal / destruction of corneal lesion | Intermediate |
| | Removal of corneal foreign body | Minor |
| | Repair of cornea | Intermediate |
| | Suture / repair of corneal laceration or wound with conjunctival flap | Intermediate |
| | Aspiration of lens | Intermediate |
| | Capsulotomy of lens, including use of laser | Intermediate |

| Procedure / Surgery | Category |
|--|--------------|
| Extracapsular / intracapsular extraction of lens | Intermediate |
| Intraocular lens / explant removal | Intermediate |
| Chorioretinal lesion operations | Intermediate |
| Phacoemulsification and implant of intraocular lens | Intermediate |
| Pneumatic retinopexy | Intermediate |
| Retinal Photocoagulation | Intermediate |
| Repair of retinal detachment / tear | Intermediate |
| Repair of retinal tear / detachment with buckle | Major |
| Scleral buckling / encircling of retinal detachment | Major |
| Cyclodialysis | Intermediate |
| Trabeculectomy, including use of laser | Intermediate |
| Surgical treatment for glaucoma including insertion of implant | Intermediate |
| Diagnostic aspiration of vitreous | Minor |
| Injection of vitreous substitute | Intermediate |
| Mechanical vitrectomy / removal of vitreous | Major |
| Biopsy of iris | Minor |
| Excision of lesion of iris / anterior segment of eye / ciliary body | Intermediate |
| Excision of prolapsed iris | Intermediate |
| Iridotomy | Intermediate |
| Iridectomy | Intermediate |
| Iridoplasty +/- coreoplasty by laser | Intermediate |
| Iridencleisis and iridotaxis | Intermediate |
| Scleral fistulization +/- iridectomy | Intermediate |
| Thermocauterization of sclera +/- iridectomy | Intermediate |
| Diminution of ciliary body | Intermediate |
| Biopsy of extraocular muscle or tendon | Minor |
| Operation on one extraocular muscle | Intermediate |
| Eyeball, perforating wound of, with incarceration or prolapse of uveal tissue repair | Major |
| Enucleation of eye | Intermediate |
| Evisceration of eyeball / ocular contents | Intermediate |
| Repair of eyeball or orbit | Intermediate |
| Conjunctivocystorhinostomy | Intermediate |
| Conjunctivorhinostomy with insertion of tube / stent | Intermediate |
| Dacryocystorhinostomy | Intermediate |

| Procedure / Surgery | | Category |
|--|--|--------------|
| | Excision of lacrimal sac and passage | Minor |
| | Excision of lacrimal gland / dacryoadenectomy | Intermediate |
| | Probing +/- syringing of lacrimal canaliculi / nasolacrimal duct | Minor |
| | Repair of canaliculus | Intermediate |
| | Coreoplasty | Intermediate |
| FEMALE GENITAL SYSTEM | | |
| Cervix | Amputation of cervix | Intermediate |
| | Colposcopy +/- biopsy | Minor |
| | Conization of cervix | Minor |
| | Destruction of lesion of cervix by excision/ cryosurgery / cauterization / laser | Minor |
| | Endocervical curettage | Minor |
| | Loop electrosurgical excision procedure (LEEP) | Minor |
| | Marsupialization of cervical cyst | Minor |
| | Repair of cervix | Minor |
| | Repair of fistula of cervix | Intermediate |
| | Suture of laceration of cervix / uterus / vagina | Intermediate |
| Fallopian tubes and ovaries [^] | Dilatation / insufflation of fallopian tube | Minor |
| | Excision / destruction of lesion of fallopian tube, open or laparoscopic | Major |
| | Repair of fallopian tube | Major |
| | Salpingostomy / salpingotomy | Intermediate |
| | Total or partial salpingectomy | Intermediate |
| | Tuboplasty | Intermediate |
| | Aspiration of ovarian cyst | Minor |
| | Ovarian cystectomy, open or laparoscopic | Major |
| | Wedge resection of ovary, open or laparoscopic | Major |
| | Oophorectomy | Intermediate |
| | Oophorectomy, laparoscopic | Major |
| | Salpingo-oophorectomy, open or laparoscopic | Major |
| | Drainage of tubo-ovarian abscess, open or laparoscopic | Intermediate |
| | [^] <i>The category applies to both unilateral and bilateral procedures unless otherwise specified.</i> | |
| Uterus | Dilatation and curettage of Uterine (D&C) | Minor |
| | Hysteroscopy +/- biopsy | Minor |
| | Hysteroscopy with excision or destruction of uterus and supporting structures | Intermediate |

| Procedure / Surgery | Category |
|---|--------------|
| Hysterotomy | Major |
| Laparoscopic assisted vaginal hysterectomy (LAVH) | Major |
| Vaginal hysterectomy +/- repair of cystocele and/or rectocele | Major |
| Total / subtotal abdominal hysterectomy +/- bilateral salpingo-oophorectomy, open or laparoscopic | Major |
| Radical abdominal hysterectomy | Complex |
| Myomectomy, open or laparoscopic | Major |
| Uterine myomectomy, vaginal or hysteroscopic | Intermediate |
| Laparoscopic drainage of female pelvic abscess | Intermediate |
| Colposuspension | Major |
| Pelvic floor repair | Major |
| Pelvic exenteration | Complex |
| Uterine suspension | Intermediate |
| Vagina | |
| Destruction of lesion of vagina by excision / cryosurgery / cauterization / laser | Minor |
| Insertion / removal of vaginal supportive pessaries | Minor |
| Marsupialization of Bartholin's cyst | Minor |
| Vaginal stripping of vaginal cuff | Minor |
| Vaginotomy | Intermediate |
| Partial vaginectomy | Intermediate |
| Vaginectomy, complete | Major |
| Radical vaginectomy | Complex |
| Anterior colporrhaphy +/- Kelly plication | Intermediate |
| Posterior colporrhaphy | Intermediate |
| Obliteration of vaginal vault | Intermediate |
| Sacrospinous ligament suspension or fixation of the vagina | Intermediate |
| Sacral colpopexy | Intermediate |
| Vaginal repair of enterocele | Intermediate |
| Closure of urethro-vaginal fistula | Intermediate |
| Repair of rectovaginal fistula, vaginal approach | Intermediate |
| Repair of rectovaginal fistula, abdominal approach | Major |
| Culdcentesis | Minor |
| Culdotomy | Minor |
| Excision of transverse vaginal septum | Minor |
| McCall's culdeplasty / culdoplasty | Intermediate |

| Procedure / Surgery | | Category |
|-----------------------------------|---|--------------|
| | Vaginal reconstruction | Major |
| Vulva and introitus | Destruction of lesion of vulva by excision / cryosurgery / cauterization / laser | Minor |
| | Wide local excision of vulva with cold knife or LEEP | Minor |
| | Excision of vestibular adenitis | Minor |
| | Excision biopsy of vulva | Minor |
| | Incision and drainage of vulva and perineum | Minor |
| | Lysis of vulvar adhesions | Minor |
| | Repair of fistula of vulva or perineum | Minor |
| | Suture of lacerations / repair of vulva and/or perineum | Minor |
| | Vulvectomy | Intermediate |
| | Radical vulvectomy | Major |
| HEMIC AND LYMPHATIC SYSTEM | | |
| Lymph Nodes | Drainage of lesion / abscess of lymph node | Minor |
| | Biopsy / excision of superficial lymph nodes / simple excision of lymphatic structure | Minor |
| | Incisional biopsy of cervical lymph node / fine needle aspiration (FNA) biopsy of lymph nodes | Minor |
| | Excision of deep lymph node / lymphangioma / cystic hygroma | Intermediate |
| | Bilateral inguinal lymphadenectomy | Intermediate |
| | Cervical lymphadenectomy | Intermediate |
| | Inguinal and pelvic lymphadenectomy | Major |
| | Radical groin dissection | Major |
| | Radical pelvic lymphadenectomy | Major |
| | Selective / radical / functional neck dissection | Major |
| | Wide excision of axillary lymph node | Major |
| Spleen | Splenectomy, open or laparoscopic | Major |
| MALE GENITAL SYSTEM | | |
| Prostate | External drainage of prostatic abscess | Minor |
| | Photoselective vaporization of prostate | Major |
| | Plasma vaporization of prostate | Major |
| | Prostate biopsy | Minor |
| | Transurethral microwave therapy | Intermediate |
| | Transurethral prostatectomy or TURP | Major |
| | Prostatectomy, open or laparoscopic | Major |
| | Radical prostatectomy, open or laparoscopic | Complex |

| Procedure / Surgery | | Category |
|-------------------------------|--|--------------|
| Penis | Circumcision | Minor |
| | Release of chordee | Major |
| | Repair of buried / avulsion of penis | Intermediate |
| Testicles [^] | Epididymectomy | Intermediate |
| | Exploration of testis | Intermediate |
| | Exploration for undescended testis, laparoscopic | Major |
| | Orchidopexy | Intermediate |
| | Orchidectomy or orchidopexy, laparoscopic | Major |
| | Reduction of torsion of testis and fixation | Intermediate |
| | Testicular biopsy | Minor |
| | High ligation of hydrocoele | Intermediate |
| | Tapping of hydrocele | Minor |
| | Excision of varicocele and hydrocoele of spermatic cord | Intermediate |
| | Varicocelectomy (microsurgical) | Major |
| | [^] <i>The category applies to both unilateral and bilateral procedures unless otherwise specified.</i> | |
| | Spermatic cord | Vasectomy |
| MUSCULOSKELETAL SYSTEM | | |
| Bone | Amputation of finger(s) / toe(s) of one limb | Intermediate |
| | Amputation of one arm / hand / leg / foot | Intermediate |
| | Bunionectomy | Intermediate |
| | Bunionectomy with soft tissue correction and osteotomy of the first metatarsal | Major |
| | Excision of radial head | Intermediate |
| | Mandibulectomy for benign disease | Intermediate |
| | Patellectomy | Major |
| | Partial ostectomy of facial bone | Intermediate |
| | Sequestrectomy of facial bone | Intermediate |
| | Wedge osteotomy of bone of wrist / hand / leg | Major |
| | Wedge osteotomy of bone of upper arm / lower arm / thigh | Major |
| | Wedge osteotomy of scapula / clavicle / sternum | Major |
| Joint | Arthroscopic drainage and debridement | Intermediate |
| | Arthroscopic removal of loose body from joints | Intermediate |
| | Arthroscopic examination of joint +/- biopsy | Intermediate |
| | Arthroscopic assisted ligament reconstruction | Major |
| | Arthroscopic Bankart repair | Major |

| Procedure / Surgery | Category | |
|---------------------|---|--------------|
| | Arthroscopic repair for superior labral tear from anterior to posterior of shoulder | Major |
| | Arthroscopic rotator cuff repair | Major |
| | Acromioplasty | Major |
| | Arthrodesis of shoulder | Major |
| | Arthrodesis of Elbow / Triple arthrodesis | Major |
| | Arthrodesis of knee / hip | Complex |
| | Arthroplasty of hand / finger / foot / Toe joint with implant | Major |
| | Fusion of wrist | Major |
| | Synovectomy of wrist | Intermediate |
| | Interphalangeal joint fusion of toes | Intermediate |
| | Interphalangeal fusion of finger | Major |
| | Excisional arthroplasty shoulder / hemiarthroplasty of shoulder | Major |
| | Excisional arthroplasty of hip / knee / Wrist / Elbow | Major |
| | Excisional arthroplasty of hip / knee with local antibiotic delivery | Complex |
| | Temporomandibular arthroplasty +/- autograft | Major |
| | Joint aspiration / injection | Minor |
| | Manipulation of joint under anesthesia | Minor |
| | Metal femoral head insertion | Major |
| | Anterior cruciate ligament reconstruction | Major |
| | Meniscectomy, open or arthroscopic | Major |
| | Posterior cruciate ligament reconstruction | Major |
| | Repair of the collateral ligaments | Major |
| | Repair of the cruciate ligaments | Major |
| | Suture of capsule or ligament of ankle and foot | Major |
| | Total shoulder replacement | Complex |
| | Total knee replacement | Complex |
| | Total hip replacement | Complex |
| | Partial hip replacement | Major |
| Muscle/ Tendon | Achilles tendon repair | Intermediate |
| | Achillotenotomy | Intermediate |
| | Change in muscle or tendon length (except hand) / excision of lesion of muscle | Intermediate |
| | Change in muscle or tendon length of hand | Major |
| | Excision of lesion of muscle | Intermediate |

| Procedure / Surgery | Category | |
|--------------------------|---|--------------|
| | Lengthening of tendon, including tenotomy | Intermediate |
| | Open biopsy of muscle | Minor |
| | Release of De Quervain's disease | Minor |
| | Release of trigger finger | Minor |
| | Release of tennis elbow | Minor |
| | Transfer / transplantation / reattachment of muscle | Major |
| | Tendon repair / Suture of tendon not involving hand | Intermediate |
| | Tendon repair / Suture of tendon of hand | Major |
| | Tenosynovectomy / synovectomy | Intermediate |
| | Transposition of tendon of wrist / hand | Major |
| | Secondary repair of tendon, including graft, transfer and / or prosthesis | Major |
| Fracture/ dislocation | Closed reduction of dislocation of temporomandibular / interphalangeal / acromioclavicular joint | Minor |
| | Closed reduction of dislocation of shoulder / elbow / wrist / ankle | Intermediate |
| | Closed reduction for Colles' fracture with percutaneous k-wire fixation | Major |
| | Closed reduction for fracture of arm / leg / patella / pelvis with internal fixation | Major |
| | Close reduction for mandibular fracture with internal fixation | Intermediate |
| | Closed reduction for fracture of clavicle / scapula / phalanges / patella without internal fixation | Minor |
| | Closed reduction for fracture of upper arm / lower arm / wrist / hand / leg / foot bone without internal fixation | Intermediate |
| | Closed reduction for fracture of clavicle / hand / ankle / foot with internal fixation | Intermediate |
| | Closed reduction for fracture of femur +/- internal fixation | Major |
| | Closed / open reduction of fracture of acetabulum with internal fixation | Complex |
| | Open reduction for mandibular fracture with internal fixation | Major |
| | Open reduction for clavicle / hand / foot (except carpal / talus / calcaneus) +/- internal fixation | Intermediate |
| | Open reduction for arm / leg / patella / scapula +/- internal fixation | Major |
| | Open reduction for femur / calcaneus / talus/ +/- internal fixation | Major |
| | Operative treatment of compound fracture with external fixator and extensive wound debridement | Intermediate |
| | Removal of screw, pin and plate, and other metal for old fracture except fracture femur | Minor |
| Spine | Artificial cervical disc replacement | Complex |

| Procedure / Surgery | | Category |
|------------------------|--|--------------|
| | Anterior spinal fusion, cervical / cervicothoracic/ C4/5 and C5/6 and locking plate | Major |
| | Anterior spinal fusion (excluding cervical / cervicothoracic/ C4/5 and C5/6 and locking plate) | Complex |
| | Anterior spinal fusion with instrumentation | Complex |
| | Laminoplasty for cervical spine | Major |
| | Laminectomy / discectomy | Major |
| | Laminectomy with discectomy | Complex |
| | Posterior spinal fusion, thoracic / cervico-thoracic / thoracolumbar / T5 to L1/ atlas-axis | Major |
| | Posterior spinal fusion, (excluding thoracic / cervico-thoracic / thoracolumbar / T5 to L1 / atlas-axis) | Complex |
| | Posterior spinal fusion with instrumentation | Complex |
| | Spinal biopsy | Minor |
| | Spinal fusion +/- foraminotomy +/- laminectomy +/- discectomy | Complex |
| | Spine osteotomy | Complex |
| | Vertebroplasty / kyphoplasty | Intermediate |
| Others | Excision of ganglion / bursa | Minor |
| | Closed/ Percutaneous needle fasciotomy for Dupuytren disease | Minor |
| | Radical (or total) fasciectomy for Dupuytren disease | Major |
| | Release of carpal / tarsal tunnel, open or endoscopic | Intermediate |
| | Release of peripheral nerve | Intermediate |
| | Transposition of ulnar nerve | Intermediate |
| | Sliding / reduction genioplasty | Intermediate |
| SKIN AND BREAST | | |
| Skin | Curettage / cryotherapy / cauterization / laser treatment of lesion of skin | Minor |
| | Drainage of subungual haematoma or abscess | Minor |
| | Excision of lipoma | Minor |
| | Excision of skin for graft | Minor |
| | Incision and /or drainage of skin abscess | Minor |
| | Incision and /or removal of foreign body from skin and subcutaneous tissue | Minor |
| | Local excision or destruction of lesion or tissue of skin and subcutaneous tissue | Minor |
| | Suture of wound on skin | Minor |
| | Surgical toilet and suturing | Minor |

| Procedure / Surgery | | Category |
|-----------------------------|--|--------------|
| | Wedge resection of toenail | Minor |
| Breast | Breast tumour/ lump excision +/- biopsy | Intermediate |
| | Fine needle aspiration (FNA) of breast cyst | Minor |
| | Incisional breast biopsy | Minor |
| | Modified radical mastectomy | Major |
| | Partial or simple mastectomy | Intermediate |
| | Partial or radical mastectomy with axillary lymphadenectomy | Major |
| | Total or radical mastectomy | Major |
| | Duct papilloma excision | Intermediate |
| | Gynaecomastia excision | Intermediate |
| URINARY SYSTEM | | |
| Kidney | Extracorporeal shock wave lithotripsy for urinary stone (ESWL) | Intermediate |
| | Nephrolithotomy / pyelolithotomy | Major |
| | Nephroscopy | Major |
| | Percutaneous insertion of nephrostomy tube | Minor |
| | Renal biopsy | Minor |
| | Nephrectomy, open or laparoscopic or retroperitoneoscopic | Major |
| | Nephrectomy, partial/ lower pole | Complex |
| | Kidney transplant | Complex |
| Bladder, ureter and urethra | Cystoscopy +/- biopsy | Minor |
| | Cystoscopy with catheterization of ureter/ transurethral bladder clearance | Minor |
| | Cystoscopy with electro-cauterisation/ laser lithotripsy | Intermediate |
| | Excision of urethra caruncle | Minor |
| | Insertion of urethral/ureter stent | Intermediate |
| | Diverticulectomy of urinary bladder, open or laparoscopic | Major |
| | Transurethral resection of bladder tumour | Major |
| | Partial cystectomy, open or laparoscopic | Major |
| | Radical/ total cystectomy, open or laparoscopic | Complex |
| | Ureterolithotomy, open or laparoscopic or retroperitoneoscopic | Major |
| | Closure of urethro-rectal fistula | Major |
| | Repair of urethral fistula | Major |
| | Repair of vesicovaginal fistula | Major |
| | Repair of vesicocolic fistula | Major |
| | Repair of rupture of urethra | Major |

| Procedure / Surgery | | Category |
|---------------------|--|----------|
| | Repair of urinary stress incontinence | Major |
| | Formation of ileal conduit, including ureteric implantation | Complex |
| | Ileal or colonic replacement of ureter | Major |
| | Unilateral reimplantation of ureter into bowel or bladder | Major |
| | Bilateral reimplantation of ureter into bowel or bladder | Major |
| DENTAL | | |
| | Any kind of dental surgery due to injury caused by an Accident | Minor |

SPECIMEN

Flexi Plan Benefit Schedule – Smart Medicare (Superior)

| Benefit items⁽¹⁾ | Benefit limit (in HKD) |
|---|---|
| (a) Room and board | \$1,600 per day Maximum 180 days per Policy Year |
| (b) Miscellaneous charges | \$20,000 per Policy Year |
| (c) Attending doctor's visit fee | \$1,500 per day Maximum 180 days per Policy Year |
| (d) Specialist's fee ⁽²⁾ | \$5,000 per Policy Year |
| (e) Intensive care | \$5,000 per day Maximum 90 days per Policy Year |
| (f) Surgeon's fee | Per surgery, subject to surgical category for the surgery/procedure in the Schedule of Surgical Procedures - <ul style="list-style-type: none"> • Complex \$80,000 • Major \$40,000 • Intermediate \$20,000 • Minor \$8,000 |
| (g) Anaesthetist's fee | 35% of Surgeon's fee payable ⁽⁵⁾ |
| (h) Operating theatre charges | 35% of Surgeon's fee payable ⁽⁵⁾ |
| (i) Prescribed Diagnostic Imaging Tests ^{(2) (3)} | \$25,000 per Policy Year Subject to 30% Coinsurance |
| (j) Prescribed Non-surgical Cancer Treatments ⁽⁴⁾ | \$80,000 per Policy Year |
| (k) Pre- and post-Confinement/Day Case Procedure outpatient care ⁽²⁾ | \$780 per visit, up to \$5,000 per Policy Year <ul style="list-style-type: none"> • 1 prior outpatient visit or Emergency consultation per Confinement/Day Case Procedure • 3 follow-up outpatient visits per Confinement/Day Case Procedure (within 90 days after discharge from Hospital or completion of Day Case Procedure) |
| (l) Psychiatric treatments | \$30,000 per Policy Year |
| Enhanced Benefits | |
| (I) Outpatient kidney dialysis | \$100,000 per Policy Year |
| (II) Emergency outpatient treatment for Accident | \$10,000 per Policy Year |
| Other Benefits | |
| (I) Medical negligence benefit | \$200,000 per Policy |
| (II) Compassionate Death Benefit | \$20,000 per Policy |

| Other limits | |
|--|-----|
| Annual Benefit Limit for benefit items (a) – (l) and Enhanced Benefits (I) - (II) | Nil |
| Lifetime Benefit Limit for benefit items (a) – (l), Enhanced Benefits (I) - (II) and Other Benefits (I) - (II) | Nil |

Notes -

- (1) Eligible Expenses incurred in respect of the same item shall not be recoverable under more than one benefit item in the table above.
- (2) The Company shall have the right to ask for proof of recommendation e.g. written referral or testifying statement on the claim form by the attending doctor or Registered Medical Practitioner.
- (3) Tests covered here only include computed tomography (“CT” scan), magnetic resonance imaging (“MRI” scan), positron emission tomography (“PET” scan), PET-CT combined and PET-MRI combined.
- (4) Treatments covered here only include radiotherapy, chemotherapy, targeted therapy, immunotherapy and hormonal therapy.
- (5) The percentage here applies to the Surgeon's fee actually payable or the benefit limit for the Surgeon's fee according to the surgical categorisation, whichever is the lower.

POLICY SPECIFICATIONS
(Continued)

This "Policy Specifications" is referred to as the "Policy Schedule" in the Terms and Benefits of Smart Medicare.

OWNER

POLICY NO.

INSURED

PLAN - SMART MEDICARE

VHIS CERTIFICATION NO.:

FIRST POLICY YEAR:

FIRST RENEWAL DATE:

POLICY DATE:

ISSUE DATE:

TYPE OF PLAN: [BASIC PLAN/ RIDER]

BENEFIT LEVEL: [REGULAR/ SUPERIOR/ PREMIER]

SUPPLEMENTARY MAJOR MEDICAL: [YES/NO]

PREMIUM INFORMATION OF
SMART MEDICARE:

ANNUAL PREMIUM#

| | |
|------------------|---------|
| STANDARD PREMIUM | HKD0.00 |
| PREMIUM LOADING | HKD0.00 |
| TOTAL PREMIUM | HKD0.00 |

GLOSSARY:

The words and expressions on the left and right columns shall carry the same meanings:

| | |
|------------------------------|---|
| <u>Policy Specifications</u> | <u>Terms and Benefits of Smart Medicare</u> |
| Policy Specifications | Policy Schedule |
| Owner | Policy Holder |
| Insured | Insured Person |
| Policy Date | Policy Effective Date |
| Issue Date | Policy Issuance Date |

Relevant information on actual premium payable (including levy and fee, if any) and premium discount (if any) will be set out in proposal and/or premium notice and/or campaign notification and/or policy anniversary statement (as the case may be). The renewal premium will be set out in the renewal notice to be sent by the Company prior to the Renewal Date.