

# FirstCare

## The Policy

*Please read this policy carefully*

## Personal Information Collection Statement

I understand and give my explicit consent for my personal or sensitive information to be collected or held to enable QBE to carry on insurance business and may be used or processed for the purpose of any insurance or financial related product or service or any alterations, variations, cancellation or renewal of such product or service; any claim or investigation or analysis of such claim; and exercising any right of subrogation, and may be transferred within or outside Macau to 1) any related company or any other company carrying on insurance or reinsurance related business or an intermediary or a claims or investigation or other service provider providing services relevant to insurance business for any of the above or related purposes; 2) any association, federation or similar organization of insurance companies ("Federation") that exists or is formed from time to time for any of the above or related purposes or to enable the Federation to carry out its regulatory functions or such other functions that may be assigned to the Federation from time to time and are reasonably required in the interest of the insurance industry or any member(s) of the Federation, and 3) any members of the Federation by the Federation for any of the above or related purposes. I understand that my personal or sensitive information may be transferred to a destination that may not have adequate laws in place to ensure the protection of my personal or sensitive information.

Moreover, we are hereby authorized to obtain access to and/or to verify any of your data with the information collected by the Federation from the insurance industry. You have the right to obtain access to and to request correction of any personal or sensitive information concerning yourself held by us. Requests for such access can be made in writing to the Personal Data Privacy Officer, QBE General Insurance (Hong Kong) Limited – Macau Branch, Rua do Comandante Mata e Oliveira, No. 32, Edif. Associacao Industrial de Macau, 8 andar B & C, Macau (Telephone: +853 2832 3909, Facsimile: +853 2832 3911).

In case of discrepancies between the English and Chinese versions of this statement, the English version shall prevail.

## Your right to change your mind

We trust that this policy will meet your needs, however, if you are not completely satisfied then please return the policy to us within 15 days. We will cancel this plan and refund any premium you have paid. Otherwise, we will assume you have accepted this plan subject to its terms and conditions.

### Your right to cancel the policy is based on the following conditions:

- Your request to cancel must be signed by you and received directly by any HSBC branch or by QBE General Insurance (Hong Kong) Limited – Macau Branch within 15 days of receipt of your policy.
- No Refund can be made if a claim has already been paid or any medical services under this Policy has been used.

Should you have any queries or need further explanation, you may contact QBE Insurance Service Hotline on (853) 2878 7100 or write to us.

## QBE General Insurance (Hong Kong) Limited Macau Branch

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Macau  
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# FirstCare

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*FirstCare Insurance is underwritten by QBE General Insurance (Hong Kong) Limited – Macau Branch, a member of the worldwide QBE Insurance Group.*

**Whereas:**

The Policyholder has applied for FirstCare Insurance and QBE General Insurance (Hong Kong) Limited – Macau Branch has agreed to provide such insurance subject to the Insured and/or the Policyholder signing the relevant Proposal and Declaration, and making, all statements, warranties or declarations therein and paying the premium stated in the Policy Schedule.

FirstCare Insurance is provided to the Insured and/or the Policyholder subject to the terms and conditions contained in this Policy.

**PART 1**

**Definitions**

In this Policy, words and expressions used shall have the following meanings:

1. **'Accident'** shall mean an unforeseen and unexpected event of violent, accidental, external and visible nature which shall be the sole cause of bodily injury.
2. **'Anaesthetist's Fees'** shall mean the fees paid for the actual charges made by the Anaesthetist only if an Anaesthetist was used in addition to the Surgeon in any surgical procedure requiring the services of an Anaesthetist.
3. **'Annual Overall Limit'** shall mean the maximum aggregate sum of benefits for which the Insured Person is covered under this Policy during the Insurance Period specified in the Policy Schedule.
4. **'Child'** shall mean any child of the Insured or the Policyholder who has attained the age of 15 days and is an unmarried person, and is financially solely dependent upon the Insured or the Policyholder and is under the age of 18, or up to the age of 23 for those who are registered as and are full time students at school, college or university.
5. **'Congenital Conditions'** shall mean any condition, Disease, Illness, Injury, or disorder existing at the time of birth or as a result of prematurity, as well as neo-natal physical abnormalities developing within 6 months of birth. They shall include:
  - (i) all major, intermediate or minor congenital malformations presenting at any age;
  - (ii) all inguinal hernias and all hydroceles (or their complications) presenting from birth to the age of 15;
  - (iii) congenital hernias, for example, umbilical, internal intra-abdominal, thoraco-abdominal congenital or congenital ventral hernias;
  - (iv) undescended testicle; and
  - (v) other conditions not listed here which would be regarded as congenital by prevailing medical opinion.
6. **'Copayment'** shall mean a fixed fee or percentage portion of costs (as stated in the Policy Schedule and as may be varied by the Company from time to time) the Insured Person must contribute towards the cost of medical services received.
7. **'Company'** means QBE General Insurance (Hong Kong) Limited – Macau Branch.
8. **'Covered Services'** shall mean services covered under this Policy as more particularly described in Part 2 of this Policy.
9. **'Dependant'** shall mean only the following:
  - (a) the spouse of the Insured or the Policyholder and,
  - (b) any Child, including those legally adopted by the Insured or the Policyholder.
10. **'Disability'** or **'Disabilities'** shall mean Injury, Sickness, Disease or Illness and shall include all disabilities arising from the same cause including any and all complications arising thereof, except that where after 90 days following the latest Treatment or consultation no further Treatment for the said Disability is required, any subsequent Disability from the same cause shall be considered as a separate Disability.
11. **'Doctor'** shall mean those persons described in this Policy as Surgeons, Medical Specialists, Registered Medical Practitioners, Physicians, or Anaesthetists and no other person.
12. **'Each Day'** or **'Per Day'** shall mean the benefit for each continuous 24 hours period.
13. **'Effective Date'** shall mean the start date of the Period of Insurance specified in the Policy Schedule.
14. **'Eligible Person'** shall mean any person or his Dependant and who is more than 15 days' old but has not yet attained the age of 75 years (or 65 years of age for Company Top-up plan) at the date of Registration and who has been registered within the meaning of **'Registration'** as defined in this Part.
15. **'Emergency'** shall mean an event or a situation that medical Treatment or care is needed immediately in order to prevent death or permanent impairment of an Insured Person's health.
16. **'Evacuation Cover'** shall mean the Worldwide Emergency Assistance. In the event of an emergency, the Insured Person can call anywhere in the world on the telephone number listed in the User Guide under 'Customer Service' section. The Insured Person will be required to provide details of insurance.
17. **'Expiry Date'** shall mean the last date of the Period of Insurance specified in the Policy Schedule.
18. **'General Nursing Care'** shall mean the charges as levied and published by a Hospital and forming part of the Room and Board charges.
19. **'Hong Kong SAR'** shall mean the Hong Kong Special Administrative Region.
20. **'Hospital'** shall mean an establishment recognized, constituted and registered as such under the laws of the territory in which that establishment is situated as a hospital for the care and Treatment of sick and injured persons as paying bed patients, and which (i) has facilities for diagnosis and major surgery, (ii) provides 24 hours a day nursing services by registered and Qualified Nurses, (iii) is under the supervision of Physician, and (iv) is not primarily a clinic, a place of alcoholics or drug addicts, a sanatorium, a nature care clinic, a health hydro, a nursing, rest or convalescent home or home for the aged or similar establishment.

21. **‘Hospital Confinement’** shall mean confinement in a Hospital which must be for a minimum period of 12 consecutive hours before any Medical Benefits hereunder are payable, except that no minimum period of Hospital Confinement is required in respect of any expenses incurred at a Hospital in connection with any Emergency Treatment required as a result of (and within 24 hours following) an Injury or in respect of fees charged by a Registered Medical Practitioner for the performance of a surgical procedure or operation, or in respect of a minor operation received in a recognised day care surgical centre owned and operated as such by a Hospital.
22. **‘Hospital Services’** shall mean the services rendered by a Hospital in respect of diagnostic procedures and physiotherapy and other special hospital services provided by a Hospital in connection with Hospital Confinement.
23. **‘Injury’** shall mean bodily damage to the Insured Person caused solely by an Accident.
24. **‘In-patient’** shall mean a patient who is registered as an inpatient in a Hospital and occupies a bed for a minimum period of twelve consecutive hours, except that no minimum period of hospital confinement is required in respect of operation incurred at a recognised day care surgical centre owned and operated as such by a Hospital.
25. **‘Insured’** shall mean the person who is named as ‘the Insured’ in the Policy Schedule.
26. **‘Insured Person’** shall mean each and any person who is an “Eligible Person” as defined in this Part 1 and is named as “Person Enrolled” in the Policy Schedule and is duly registered under this Policy and whose name and other particulars as deemed necessary by the Company shall have been furnished to the Company.
27. **‘Intensive Care Unit’** shall mean that part or unit of a Hospital established for and devoted to providing intensive medical and nursing care for In-patients.
28. **‘Macau SAR’** shall mean the Macau Special Administrative Region.
29. **‘Medical Benefits’** shall mean the benefits provided for under this Policy in respect of medical expenses. Such expenses must be incurred by an Insured Person as a result of Injury, Sickness, Disease or Illness.
30. **‘Medically Necessary Services’** shall mean medical or health care services which are necessary for the Treatment of an Illness, Sickness, Disease or Injury and which are:
- (i) consistent with the diagnosis and customary medical Treatment for medical condition; and
  - (ii) in accordance with good and prudent medical practice; and
  - (iii) not for the convenience of the Policyholder, the Insured Person or any other person coming within the meaning of 11 and 47 as defined in this Part; and
  - (iv) Covered Service performed at a Normal and Customary charge.
31. **‘Minor Operation’** shall mean a surgical procedure performed by a Registered Medical Practitioner under local anaesthetic or without general anaesthetic and where the surgical procedure listed falls only under the Company’s Classification Schedule of Surgical Operations as a minor operation.
32. **‘Normal and Customary’** shall mean, in relation to fees, a sum not exceeding a reasonable average of the fees charged under similar conditions by persons of equivalent experience and professional status in the area in which the service was provided; and in relation to material or services, shall mean a sum not exceeding a reasonable average of the charges for similar material or services in equivalent circumstances of quality and economic consideration in the same area as that in which any such material or services were obtained.
33. **‘Operating Theatre Fees’** shall mean the fees paid to a Hospital for the use of the operating theatre for operations performed in respect of a covered Disability.
34. **‘Policy’** shall mean all the terms and conditions contained herein, the Policy Schedule, endorsements and attachments thereto and, if applicable by stipulation in the Policy Schedule, the Company’s Classification Schedule of Surgical Operations as may be supplied with this Policy or as published or notified to the Policyholder from time to time.
35. **‘Policyholder’** shall mean the applicant of this Policy who must be aged at least 18, if applicable, and is the owner of the policy.
36. **‘Policy Schedule’** shall mean the Policy Schedule which is attached to and forms a part of this Policy.
37. **‘Pre-existing Conditions’** shall mean:
- (a) Disabilities which existed before the Effective Date in respect of an Insured Person and which presented signs or symptoms of which the Insured Person was aware or should reasonably have been aware.
  - (b) Without prejudice to (a), the following Disabilities when occurring during the first year from the Effective Date (but not to the exclusion of all others):
    - (i) tumours of internal organs
    - (ii) haemorrhoids
    - (iii) diseased tonsils requiring surgery
    - (iv) pathological abnormalities of nasal septum or turbinates
    - (v) hyperthyroidism
    - (vi) cataracts
    - (vii) sinus conditions requiring surgery
    - (viii) hallux valgus
  - (c) Without prejudice to (a) and (b), the following Disabilities when occurring during the first 6 months from the Effective Date (but not to the exclusion of all others):
    - (i) tuberculosis
    - (ii) anal fistulae
    - (iii) gall stones
    - (iv) calculi of kidney, urethra or bladder
    - (v) hypertension, cardiac disease or vascular disease
    - (vi) gastric or duodenal ulcer
    - (vii) tumours of skin, muscular tissue, bone tumours or malignancies of blood or bone marrow.
    - (viii) diabetes mellitus

38. **'Public Hospital'** shall mean any Hospital that is run, operated, controlled or subsidized by the Government of Macau SAR or Hong Kong SAR.
39. **'Qualified Nurse'** shall mean any nurse other than the Insured/ Policyholder himself, his relatives, families and business partners legally qualified and authorized to render nursing services, having qualifications at least equivalent to Registered Nurse or Enrolled Nurse of Macau SAR or Hong Kong SAR.
40. **'Registration'** whenever the context admits shall mean registration of an Eligible Person by the Company as an Insured Person of the Policy as stipulated in the Policy Schedule and the term **'Registered'** shall be construed accordingly.
41. **'Renewals or Renewed Policies'** shall mean a policy which has been renewed without any lapse of time upon the expiry of a preceding policy.
42. **'Room and Board'** shall mean the charges as levied and published by a Hospital for the cost of accommodation, meals and general nursing.
43. **'Setting'** shall mean the practice address or office or place where medical care services are carried out by any Provider coming within the meaning of 'Doctors' as defined in this Part 1, a Hospital outpatient department or Hospital accommodation coming within the meaning of "Hospital" as defined in this Part 1, as appropriate for Treatment.
44. **'Sickness', 'Disease' or 'Illness'** shall mean a physical condition marked by a pathological deviation from the normal healthy state.
45. **'Specialist (Non-Surgical)'** shall mean a Registered Medical Practitioner who is registered and qualified to practise specialist care according to the qualified speciality and licensed as such under the laws of the country or territory in which medical Treatment is received. A physiotherapist who is registered or licensed as such under the laws of the country or territory in which medical Treatment is received is deemed to be a Specialist (Non-Surgical) only for services provided as a result of a referral from a Registered Medical Practitioner.
46. **'Specialist Fees'** shall mean the fees payable to a Specialist (Non-Surgical) in respect of specialist services provided to the Insured Person during the period in a Hospital for Treatment of a covered Disability as the result of a referral from a Registered Medical Practitioner.
47. **'Surgeon', 'Medical Specialist', 'Registered Medical Practitioner', 'Physician' or 'Anaesthetist'.**  
The expressions shall mean those persons duly qualified, licensed and legally registered as such to practise western medicine in Macau SAR and should a claim and Treatment occur out of Macau SAR shall mean a practitioner of western medicine who is duly registered and licensed as such under the laws of the country in which the claim arises and where Treatment takes place, and no other person.
48. **'Surgical Fees'** shall mean the fees payable to Surgeon(s) as provided for in this Policy for the operations performed in respect of a covered Disability including his fees for two pre-surgical assessments.

49. **'Treatment'** shall mean surgical or medical procedures, the sole purpose of which is the cure or relief of Injury, Sickness, Disease or Illness.

## **PART 2**

### **Covered Services**

#### **1. Extent of Coverage**

- 1.01 The Company shall pay for Medically Necessary Services in accordance with the provisions of this Part 2 but subject to other parts of this Policy and other limitations or exclusions applicable as noted in the schedules or attachments to this Policy. Services other than the Medically Necessary Services or services listed in Part 3 under 'Exclusions' shall not be covered.
- 1.02 Insured Persons shall be liable to pay for
- (i) expenses for services that are not Medically Necessary Services;
  - (ii) Copayment (if any); and
  - (iii) services that exceed the maximums or limits or any deductible, where applicable, pursuant to the Policy Schedule.

#### **2. Hospital and Surgical Benefits**

- 2.01 Hospital and Surgical Benefits shall be available only if:
- (i) the Insured Person is registered and staying as an In-patient in a Hospital; and
  - (ii) they are reasonable and are medically necessary for Treatment.
- 2.02 All laboratory examinations and diagnostic tests required for admission must be conducted on an outpatient basis prior to admission to Hospital unless it is medically necessary for such testing to be conducted in an In-patient Setting.
- 2.03 Hospital and Surgical Benefits shall be subject to limits and maximums (or maximum percentages) as specified in the Policy Schedule:
- (a) *Room and Board and General Nursing Care*  
Room and Board and General Nursing Care shall be paid when, upon recommendation of a Registered Medical Practitioner, an Insured Person is registered as an In-patient in a Hospital for the Treatment of a Disability and incurs charges thereof. The amount of benefit shall be equal to the actual charges charged by the Hospital during the Insured Person's Hospital Confinement (excepting those for private nursing services) but in no event shall the benefits payable under this paragraph exceed the limits or maximums (or maximum percentages) as set forth in the Policy Schedule.
  - (b) *Hospital Services*  
Hospital Services as specified in the Policy Schedule shall be paid during the time that an Insured Person is registered and staying as an In-patient in a Hospital for Treatment of a Disability and incurs charges thereof.



The amount of benefit shall be equal to the normal, proper and actual charges charged by the Hospital during the Insured Person's Hospital Confinement but in no event shall the benefits payable under this provision exceed the limits or maximums (or maximum percentages) as set forth in Policy Schedule.

Hospital Services shall include the following, except where deleted or omitted from coverage or specified to the contrary in the Policy Schedule:

- (i) drugs, medicines and curative materials consumed in the Hospital;
- (ii) dressings, ordinary splints and plaster casts;
- (iii) laboratory examinations;
- (iv) electrocardiograms; basal metabolism test;
- (v) physiotherapy;
- (vi) anaesthesia and oxygen and their administration;
- (vii) films & X-rays and their interpretation & special diagnostic procedures such as computerised tomography;
- (viii) intravenous infusions;
- (ix) administration of blood or blood plasma, but not the cost of blood or blood plasma;
- (x) ambulance service to and/or from the Hospital;
- (xi) operating theatre services;
- (xii) anaesthetic services.

**(c) Surgical Benefits**

A surgical service will be paid in an amount equal to the Surgical Fees actually charged for surgical operation(s) (including the fees for two pre-surgical assessments) provided that the maximum benefit payable for all surgical operations performed in respect of any Disability shall not exceed the limits or maximums (or maximum percentages) as set forth in the Policy Schedule.

Surgical Fees will where applicable be paid in accordance with the Company's Classification Schedule of Surgical Operations ("the Classification Schedule") or the Company's Percentage Schedule of Surgical Operations ("the Percentage Schedule"). The Company shall have absolute discretion and liberty to revise or amend the Classification Schedule and/or the Percentage Schedule or any part thereof as it may consider appropriate or necessary from time to time. If the operation performed is not shown in the Classification Schedule or the Percentage Schedule, the Company shall have absolute discretion to determine the classification or the percentage of cover for such operation and such determination shall be final and binding. An operation of equivalent gravity and severity will be used by the Company as a basis for this determination.

If two or more procedures are performed through the same incision(s), reimbursement for expenses for all such procedures shall not exceed the amount indicated for the one surgical procedure performed which incurs the largest amount of expenses. If more than one surgical procedure is to be performed at the same surgical session through different incisions the Company will pay (a) 100% fees for the procedure for which the greatest fee is payable; (b) 50% for the next most costly procedure; (c) 25% for the third most costly procedure. If any alternative procedures including X-ray, radium or any other radioactive substances are used for Treatment in place of any cutting operation listed in the Percentage Schedule or the Classification Schedule, the Company will, subject to all of the other provisions for Surgical Benefit, pay a benefit which is usual and customary for such Treatment up to amount provided for in the Policy Schedule with reference to the Percentage Schedule or the Classification Schedule, whichever is applicable, subject to the limits, maximums (or maximum percentages) specified in the Policy Schedule.

Any Surgical Fee to be reimbursed must be incurred for services rendered by a Registered Medical Practitioner qualified to render the surgical service for which the claim is made and must be eligible expenses. Payments made under this surgical benefit provision shall be in lieu of all benefits otherwise payable for the same Treatment under any other benefits provisions of this Policy.

**(d) Anaesthetist's Fees**

An Anaesthetist's Fee will be paid for the actual charges made by the Anaesthetist (if an Anaesthetist was used in addition to the Surgeon in any surgical procedure requiring the services of an Anaesthetist) subject to the limits or maximums (or maximum percentages) specified in the Policy Schedule.

**(e) Operating Theatre Charges**

An Operating Theatre Charges will be paid for the use of the operating theatre for the carrying out of any surgical procedure during Hospital Confinement subject to the limits and maximums (or maximum percentages) set forth in the Policy Schedule.

**(f) Home Nursing**

Home nursing benefits shall be paid when an Insured Person incurs expenses for services rendered by a Qualified Nurse in respect of nursing at the Insured Person's home for such period or periods recommended by a Registered Medical Practitioner.

The amount of such benefits shall be equal to the actual charges for such services but in no event shall the benefits payable under this provision exceed the limits or maximums (or maximum percentages) as set forth in the Policy Schedule.

The coverage provided under this home nursing provision does not apply to charges for:-

- (i) a nursing service provided by more than one nurse during any one consecutive 24 hours period; or
- (ii) any nursing service or Treatment by physical therapy or any medical check-up by X-ray examination or any other means which are purely for diagnostic purposes.

*(g) In-hospital Doctor's visits*

If an Insured Person on any day of a Hospital Confinement shall be necessarily treated by a Doctor for covered Disabilities, the Company will pay an amount equal to the charges charged by the Doctor for such visit, Treatment or consultation but in no event shall the benefit payable exceed the limits or maximums (or maximum percentages) as set forth in the Policy Schedule.

The coverage provided under this provision does not apply to charges for more than one Treatment or consultation visit within a consecutive period of 24 hours unless the Insured Person is referred by an attending Doctor to another Doctor or Specialist (Non-Surgical) for Treatment or consultation.

*(h) In-hospital Specialists Fee*

An In-hospital Specialists Fees shall be paid in an amount equal to the actual charges charged by a Specialist (Non-Surgical) to whom the Insured Person has been referred by a Registered Medical Practitioner during Hospital Confinement but in no event shall exceed the limits or maximums (or maximum percentages) as set forth in the Policy Schedule.

*(i) Intensive Care*

Intensive care services are payable for the actual Hospital charges incurred as a result of the Insured Person being accommodated in an Intensive Care Unit recommended by the Doctor in charge but payments shall in no event exceed the limits or maximums (or maximum percentages) as set forth in the Policy Schedule. Payments made under this provision shall be in lieu of any Room and Board services for such medical Treatment.

*(j) Cash Benefits*

Cash Benefit shall be paid Each Day subject to the limit or maximums (or maximum percentages) contained in the Policy Schedule when upon recommendation of a Registered Medical Practitioner, an Insured Person is registered as an In-patient in a general ward bed only of a Public Hospital for the Treatment of a covered Disability and incurs charges thereof.

The amount of the benefit payable shall in no event exceed the limits or maximums (or maximum percentages) as set forth in the Policy Schedule, and in no event shall be paid in addition to any other benefits payable under this Policy for any one Disability.

*(k) Special services*

The following special services up to the limit of each Disability specified in the Policy Schedule shall be covered:

- chemotherapy
- radiotherapy
- renal dialysis

*(l) Post-operative consultation/therapy*

Treatment of post-surgical care performed by the Surgeon after discharge from the Hospital for a period up to 6 weeks after the operation of a covered Disability shall be covered. The amount of the benefit payable shall in no event exceed the limits or maximums (or maximum percentages) as set forth in the Policy Schedule, and in no event shall be paid under any other benefits specified in Part 2 for any one Disability.

*(m) Advanced diagnostic imaging*

The following advanced diagnostic imaging recommended by a Doctor in respect of a covered Disability up to the limit of each Disability specified in the Policy Schedule shall be covered:-

- (i) Magnetic Resonance Imaging;
- (ii) Computerized Tomography Scan and
- (iii) Positron Emission Tomography Scan

*(n) Companion bed*

The expense of the companion bed shall be covered during hospitalisation of the Insured Person for Treatment of covered Disabilities. The amount of the benefit payable shall in no event exceed the limits or maximum amount as set forth in the Policy Schedule.

*(o) Emergency Outpatient Treatment*

Expense for Emergency Outpatient Services incurred in a Hospital due to an Accident or Injury shall be covered if such expense is incurred within seventy-two (72) hours after the related Accident or Injury. The amount of the benefit payable shall in no event exceed the limits or maximum amount as set forth in the Policy Schedule.

2.04 Company Top-up plan

The Medical Benefits payable under this plan shall be limited to Covered Services listed in Part 2 section 2.03 item (a) to (o) except item (j). The Medical Benefits shall be reimbursed in accordance with the specified percentage applicable to Company Top-up Plan as stated on the Policy Schedule. Optional Supplementary Major Medical benefits is not applicable for this plan. This plan is renewable up to 69 years old and will be switched to Basic plan automatically when the Insured Person attains age of 70 years old on Renewal.

The amount of the benefits payable shall in no event exceed the limits or maximum amount and annual overall limits as set forth in the Policy Schedule.



## 2.05 Classification Schedule of Surgical Operations

Name of Operations	Classification
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**Adrenal Operations**

Adrenalectomy (laparoscopic/retroperitoneoscopic)	Major
Bilateral adrenalectomy	Complex

**Cardiac Operations**

Pericardiocentesis	Minor
Insertion/replacement of pacemaker	Intermediate
Ballon dilation of pulmonary artery	Major
Electrophysiological study	Major
Percutaneous transluminal coronary angioplasty (PTCA) & related procedures	Major
Pulmonary Valvotomy	Major
Ballon/Transluminal laser/ Transluminal Radiofrequency	Major
Coronary artery bypass graft	Complex
Replacement of valve	Complex

**Ear Operations**

Excision/destruction of lesion of external ear	Minor
Myringotomy with/without insertion of tube	Minor
Suture of auricle/laceration of external ear	Minor
Excision of pre-auricular sinus	Minor
Incision of middle ear	Intermediate
Myringoplasty	Intermediate
Labyrinthectomy	Major
Simple mastoidectomy	Major
Tympanoplasty	Major

**Eye Operation**

Excision/removal of lesion of eyelid	Minor
Probing with/without syringing of lacrimal canaliculi/nasolacrimal duct	Minor
Laser capsulotomy	Minor
Repair of entropion or ectropion	Minor
Mechanical vitrectomy/ Removal of vitreous	Intermediate
Operation on pterygium	Intermediate
Thermokeratoplasty	Intermediate
Trabeculoplasty by laser	Intermediate
Capsulotomy of lens	Intermediate
Retinal detachment operations	Intermediate
Retinal tear operations	Intermediate
Dacryocystorhinostomy (DCR)	Major
Extracapsular extraction of lens	Major
Extraction of lens	Major
Intracapsular extraction of lens	Major
Pneumatic retinopexy	Major
Repair of retinal tear/detachment with buckle	Major
Scleral buckling/encircling of retina detachment	Major
Trabeculectomy	Major
Circling/buckling with vitrectomy	Complex

**Gastrointestinal Operation**

Colonoscopy with/without biopsy	Minor
Excision of lesion or tissue of anus	Minor

OGD with/without removal of foreign body (oesophageal)	Minor
Ligation of hemorrhoids	Minor
Sigmoidoscopy with/without biopsy	Minor
Appendectomy (open/laparoscopic)	Intermediate
Colonoscopy with excision of lesion of large intestine	Intermediate
Destruction of hemorrhoids by cryotherapy/cauterization	Intermediate
Endoscopic retrograde cholangiography (ERC)	Intermediate
Fistulectomy under general anaesthesia	Intermediate
Haemorrhoidectomy	Intermediate
Herniotomy of hernia hydrocoele complex	Intermediate
Laparoscopy	Intermediate
OGD with ligation/banding of oesophageal/gastric varices	Intermediate
Cholecystectomy, total/partial (open/laparoscopic)	Major
Laparoscopic anterior resection of rectum	Major
Laparoscopic hemicolectomy	Major
Laparoscopic hernia repair	Major
Lobectomy of liver/Hemihepatectomy	Complex
Total colectomy	Complex

**Gynaecological Operations**

Biopsy of uterus with/without hysteroscopy	Minor
Conization of cervix	Minor
Destruction of lesion of cervix by cryosurgery/cauterization/laser/excision	Minor
Destruction of lesion of vagina by laser	Minor
Dilation & curettage of uterus	Minor
Excisional biopsy of vulva	Minor
Loop diathermy excision of lesion of cervix	Minor
Marsupialization of Bartholin's gland	Minor
Endometrial ablation/division	Intermediate
Hysteroscopy with excision/destruction of uterus & supporting structures	Intermediate
Oophorectomy	Intermediate
Repair of cystocele	Intermediate
Repair of rectocele	Intermediate
Suture of laceration of cervix/ uterus/vagina	Intermediate
Uterine myomectomy, vaginal approach	Intermediate
Excision or destruction of ovary (open/laparoscopic)	Major
Laparoscopically assisted vaginal hysterectomy	Major
Marsupialization of ovarian cyst (open/laparoscopic)	Major
Pelvic floor repair	Major
Radical vaginal hysterectomy	Major
Repair of cystocele and rectocele	Major
Salpingo-oophorectomy, bilateral/unilateral (open/laparoscopic)	Major
Total abdominal hysterectomy with/ without salpingo-oophorectomy	Major

Total laparoscopic hysterectomy	Major	Closed reduction and fixation of fracture mandible	Intermediate
Uterine myomectomy, abdominal approach	Major	Mandibulectomy for benign disease	Intermediate
Vaginal hysterectomy	Major	Open reduction of maxillary/mandibular fracture	Major
Vaginal hysterectomy with repair of cystocele	Major	Mandibulectomy for malignant disease	Major
Radical abdominal hysterectomy	Complex	Osteoplasty (osteotomy) of maxilla	
Vaginal hysterectomy with repair of cystocele & rectocele	Complex		
Wertheim's hysterectomy	Complex		
<b>Lower Respiratory Operations</b>		<b>Nose, Mouth &amp; Pharynx Operations</b>	
Closed (percutaneous)(needle) biopsy of lung	Minor	Adenoidectomy	Minor
Fiber-optic bronchoscopy	Minor	Control of epistaxis by cauterization and packing	Minor
Thoracentesis/chest tapping	Minor	Excision of lesion of nose	Minor
Endoscopic biopsy of lung	Minor	Incision and drainage of tonsil and peritonsillar structure	Minor
Thoracoscopy	Intermediate	Excision of oral cavity lesion	Minor
Thoracotomy/revision, with/without drainage	Major	Polypectomy of nose	Minor
Excision of lesion or tissue of diaphragm	Major	Excision of lesion of tonsil and adenoid	Intermediate
Excision or destruction of lesion or tissue of mediastinum/chest wall	Major	Septoplasty	Intermediate
Exploratory thoracotomy	Major	Submucous resection of nasal septum with/without Septoplasty	Intermediate
Resection/Excision/Incision of lung	Major	Tonsillectomy with/without adenoidectomy	Intermediate
Segmental resection of lung	Major	Excision of lesion of maxillary sinus with Caldwell Luc Approach	Intermediate
Complete pneumonectomy	Complex	Laser assisted Uvulopalatoplasty	Intermediate
Lobectomy of lung	Complex	Partial Parotidectomy	Major
<b>Lymphatic Operations</b>		Excision of malignant tumour, mandible	Major
Axillary lymph node sampling/	Minor	Functional Endoscopic Sinus Surgery	Major
Fine needle aspiration cytology			
Biopsy/Excision of superficial lymph nodes/	Minor	<b>Neurosurgery Operations</b>	
Simple excision of other lymphatic structure		Ventricular shunt to structure in head and neck	Major
Bilateral inguinal lymphadenectomy	Intermediate	Burr hole for drainage of chronic subdural haematoma	Major
Excision of deep cervical lymph node	Intermediate	Excision of lesion of skull	Major
Excision of lymph node/lymphangioma/ cystic hygroma	Intermediate	Cranioplasty	Major
Cervical lymphadenectomy	Intermediate	radiosurgery for acoustic neuroma	Major
Pelvic lymphadenectomy, radical	Major	Craniectomy	Complex
Splenectomy	Major	Excision of lesion or tissue of cerebral meninges	Complex
Wide excision of axillary lymph node/ Axillary clearance	Major	Excision of pituitary gland, transsphenoidal approach	Complex
Neck dissection	Major	Craniotomy for excision of brain tumour	Complex
Radical groin dissection	Major	Excision of acoustic neuroma, Open	Complex
<b>Male Genital Operations</b>		<b>Orthopaedic Operations</b>	
Circumcision	Minor	Release of tendon sheath by incision	Minor
Epididymectomy	Intermediate	Joint aspiration/injection	Minor
Excision/high ligation of hydrocele	Intermediate	Muscle biopsy	Minor
Excision of epididymal mass/cyst	Intermediate	Removal of implants from bone (except deep bone of thigh)	Minor
Exploration of testis	Intermediate	Closed reduction of fracture of finger without internal fixation	Minor
Incision of prostate	Intermediate	Application of POP cast	Minor
Orchiopexy, unilateral	Intermediate	Change in muscle or tendon length	Intermediate
High ligation of spermatic vein/ varicocelectomy	Major	Removal of implants from bone of thigh, deep	Intermediate
Local excision of lesion of prostate	Major	Closed reduction of fracture without internal fixation (except finger/thigh)	Intermediate
Transurethral prostatectomy	Major		
Radical prostatectomy (open/laparoscopic)	Complex		
<b>Maxillo-facial operations</b>			
Closed reduction of maxillary/mandibular fracture	Intermediate		

Closed reduction of dislocation (except hip)	Intermediate	
Synovectomy (except hand & finger)	Intermediate	
Arthroscopy (except hip)	Intermediate	
Fasciectomy	Intermediate	
Excision of ganglion/lesion of tendon sheath	Intermediate	
Meniscectomy knee	Intermediate	
Open reduction with internal fixation of fracture of finger, hand & toe	Intermediate	
Suture of tendon	Intermediate	
Achilles tendon repair	Major	
Closed reduction of fracture of thigh without internal fixation	Major	
Open reduction of dislocation of hip	Major	
Arthroscopic meniscectomy	Major	
Repair of meniscus	Major	
Laminectomy with discectomy	Major	
Anterior spinal fusion, cervical	Major	
Partial hip replacement	Major	
Open reduction with internal fixation of fracture (except finger, hand & toe)	Major	
Anterior spinal fusion (except cervical)	Complex	
Total hip replacement	Complex	
Total shoulder replacement	Complex	
<b>Renal Operations</b>		
Cystoscopy with/without biopsy	Minor	
Cystoscopy and related therapeutic operations	Intermediate	
Cystotomy/Suprapubic cystotomy/lithotomy	Intermediate	
Extracorporeal shock wave lithotripsy (ESWL)	Intermediate	
Dilation of bladder neck	Intermediate	
Laser ablation of bladder tumour	Intermediate	
Repair of urinary stress incontinence	Major	
Suprapubic sling operation	Major	
Nephrectomy (open/laparoscopic/retroperitoneoscopic)	Major	
Radical Nephrectomy (open/laparoscopic/retroperitoneoscopic)	Major	
Cystoplasty	Complex	
Total/Radical Cystectomy (open/laparoscopic)	Complex	
<b>Skin and Breast Operations</b>		
Local excision or destruction of lesion or tissue of skin & subcutaneous tissue	Minor	
Incision with removal of foreign body from skin & subcutaneous tissue	Minor	
Wedge resection of in-growing toe nail	Minor	
Fine needle aspiration of breast cyst	Minor	
Exploration of skin wound	Intermediate	
Excision or destruction of breast tissue/nipple	Intermediate	
Radical excision of skin lesion	Intermediate	
Subtotal mastectomy	Intermediate	
Simple mastectomy	Intermediate	
Mastectomy (except subtotal & simple)	Major	
<b>Spine Operations</b>		
Lumbar puncture	Minor	
Neurolysis (chemical destroy of a nerve)	Intermediate	
Neuroplasty	Intermediate	
Release of carpal/tarsal tunnel	Intermediate	
Removal of spinal neurostimulator	Intermediate	
Exploration and decompression of spinal canal	Major	
Excision of intraspinal lesion, intradural/extradural	Complex	
Excision of lesion of spinal cord	Complex	
<b>Thyroid Operations</b>		
Aspiration of thyroid field	Minor	
Excision of thyroglossal duct or tract	Intermediate	
Thyroidectomy, complete/para/subtotal	Major	
Excision of thymus	Major	
<b>Upper Respiratory Operations</b>		
Endoscopic biopsy of larynx, open	Minor	
Excision or destruction of lesion or tissue of larynx	Minor	
Excision of bilateral vocal polyp	Minor	
Stripping of vocal cords/larynx	Minor	
Tracheostomy	Minor	
Local excision or destruction of lesion or tissue of trachea	Intermediate	
<b>Vascular Operations</b>		
Arterial Catheterization/Insertion of venous catheter	Minor	
Arteriovenostomy for renal dialysis	Minor	
Venous/haemodialysis catheterization	Minor	

### 3. Remote Second Opinion Benefit

A Remote Second Opinion shall be available to the Insured Person under Essential Plan or Privilege Plan for any new or relapse condition for which an initial diagnosis has been performed and which the Company deems is useful and/or medically beneficial, provided that the new or relapse condition is covered under Hospital and Surgical Benefits and subject to other terms, conditions, limitations and exclusions of this Policy.

### 4. Optional Supplementary Major Medical Benefits

This benefits provision serves to act as a supplement to the basic Hospital and Surgical Benefits provisions above except Company Top-up plan and will only be available as an optional supplementary cover if the underlying Hospital and Surgical Benefits under this Policy is provided or is kept in force. Where the Insured Person has opted for such supplementary cover, the Supplementary Major Medical Benefits schedule will be incorporated in the Policy Schedule or as an endorsement to this Policy.

When an Insured Person is registered as an In-patient in a Hospital and incurs expenses for Medically Necessary Services, Supplementary Major Medical Benefits shall be paid on the basis of reimbursement of a percentage of the excess of charges after deducting all the payable benefits under the Hospital and Surgical Benefits provisions above (as calculated in accordance with the applicable limit(s) and maximum(s) (or maximum percentages)

specified in the Policy Schedule) and in accordance with the calculation method as set forth in the Supplementary Major Medical Benefits schedule in the Policy Schedule.

This coverage is not applicable to and will not cover the following expenses:-

- (a) Hospital and Surgical Treatment outside Macau SAR and Hong Kong SAR except in the case of Accidents or Emergencies occurring overseas as certified by a Registered Medical Practitioner; or
  - (b) Daily Room and Board charges, post-operative consultation and/or therapy, advanced diagnostic imaging, chemotherapy, radiotherapy and/or renal dialysis fee(s) exceeding the limit(s) or maximum(s) (or maximum percentages) as specified in the Hospital and Surgical Benefits schedule in the Policy Schedule.
- The amount payable for all other charges (excluding the charges specified in 4(b) above) will only be paid in the proportion that the benefit payable for Room and Board bears to the actual amount charged for Room and Board by the Hospital.

### PART 3

#### Exclusions

The Company shall not cover the following:-

1. Services that are not Covered Services under Part 2.
2. Medical Treatments, procedures, supplies or services which are experimental, investigative or are not specifically included as Covered Services. Without prejudice to the generality of the foregoing, Treatments that have not been proven to be safe, scientifically established therapies or found to have a demonstrable benefit for a particular Illness or Disease shall not be covered. Further, any claims in respect of expenses incurred for organ tissue cornea or bone marrow transplant, or services or supplies which are experimental or investigative in nature, including the Treatment procedure, facility, equipment, drugs, drug usage, devices or supplies which have not been recognized as accepted medical practice shall not be covered.
3. (i) Medicines and drugs which are not consumed in a Hospital or prescribed by a Doctor.
- (ii) Vitamins, contraceptives or contraceptive devices, antibacterial soaps and detergents, vaccines and allergenic extracts unless specifically covered.
- (iii) Prescription drugs used in connection with drug addiction, alcoholism, weight reduction, smoking cessation and Treatment of baldness and experimental drugs.
4. Hospital Confinement primarily for diagnosis scanning (save and except advanced diagnostic imaging specified in Part 2 item 2.03), X-ray examinations or physical therapy that can be provided in an outpatient or day Hospital Setting.
5. Remote Second Opinion benefit in respect of:
  - (i) Initial diagnosis, which is the initiation of physical assessment and diagnostic testing to determine a first diagnosis.
  - (ii) Any non-traditional Treatment or therapy, whether holistic, homeopathic, and/or alternative medicine.

(iii) Evaluations solely for the purpose of assessing genetic risk.

6. Cost of blood, blood plasma, and blood donor fees, including storage fees.
7. Expenses that are recoverable from a third party including but not limited to medical services rendered or compensation in connection with any injury or disability claimable under the Employees' Compensation Insurance Ordinance, Decree-Law No 40/95/M of 14th August 1995, or any amendments thereto.
8. Cosmetic or plastic surgery or any Treatment solely for the purpose of beautification.
9. Congenital Conditions and Pre-existing Conditions.
10. Dental oral or oro-surgical care and Treatment of any kind including orthodontic, endodontic, and periodontic services; and restorative services such as bonding, crowns, bridges, spacing devices, and dentures except where specifically included for coverage as specified in the Policy Schedule. The only services related to dental Treatment which shall be covered under the Policy are:-
  - (a) medical care immediately following an Accident which causes Injury to the mouth and teeth, except follow-up Treatment thereof;
  - (b) oral surgery when properly referred for reduction of a dislocation or fracture of the jaw or facial bone; excision of a benign or malignant neoplasm of the jaw.
11. Eye refraction, eye refractive surgery (radial keratotomy), eye tests or fitting of glasses and all forms of Treatment for strabismus.
12. Surgical or chemical contraceptive methods of birth control or Treatment pertaining infertility or in-vitro fertilization, or sterilization of either sex.
13. Maternity, pregnancy, childbirth (including diagnostic tests for pregnancy, sex determination, surgical delivery), miscarriage, abortion and prenatal or postnatal care and fertility or infertility Treatment (including reversal of voluntary sterilization) except where specifically included for coverage as specified in the Policy Schedule. For the purpose of Remote Second Opinion, Normal Pregnancy is not a covered Disability.
14. Trans-sexual surgery.
15. Circumcision unless medically required.
16. Expenses directly or indirectly arising from Human Immunodeficiency Virus (HIV) related Disability, including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutation, derivations or variations thereof, which proceeds from an HIV infection occurring prior to the Effective Dates. For purposes of this exclusion, an HIV related Disability emerging within five years of the Effective Date will be conclusively presumed to proceed from an HIV infection occurring prior to the Effective Date, in the absence of clear and convincing evidence to the contrary.
17. Routine or general check-ups or routine blood tests, health examinations, check ups or tests not incidental to Treatment or diagnosis of a covered Disability, inoculation, medication or vaccination for immunization or quarantine purposes except where specifically listed as a Covered Service.

18. Treatment for mental illness and emotional disorders including Treatment directly or indirectly arising from any insanity, geriatric, psycho-geriatric or psychiatric condition including but not confined to psychoses, neuroses, depression of any kind, anxiety, anorexia nervosa, bulimia, schizophrenia, and other behavioural disorders.
19. Procurement or use of special braces, appliances, hearing aids, wheelchairs, crutches or any other similar equipment.
20. Medical or other health care services or Treatment rendered in connection with any Injury, Sickness, Disease or Illness directly or indirectly resulting from or consequent upon:-
  - (a) Drug addiction, alcoholism, venereal disease or wilful misuse of drugs or alcohol, attempted suicide or intentional self-inflicted injury or participating in an illegal activity.
  - (b) High risk occupations or activities including but not limited to engaging in or taking part in:-
    - (i) naval, military or air force service or operations;
    - (ii) aviation other than as a fare-paying passenger in an aircraft provided and operated by an airline or air charter company which is duly licensed for the regular transportation of fare-paying passengers;
    - (iii) deep sea diving, mountaineering, parasailing, daring feats or stunts, potholing, driving or riding in any kind of race, or work or activities involving dangerous or contaminable substances;
    - (iv) sport activity in a professional capacity or where the Insured Person would or could earn income or remuneration from engaging in such sport.
  - (c) War or any act of war, declared or undeclared, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or terrorist act.
  - (d) Any nuclear radiation or contamination or the use of ionisation or combustion of any nuclear weapons, materials energy or power or any nuclear waste. For the purpose of this Exclusion, combustion shall include any self-sustaining process of nuclear fission; and
  - (e) Earthquake, volcanic eruption, flood or other natural disasters.
21. Occupational therapy and speech therapy services.
22. Alternative medicine including but not limited to Chinese herbalist, bonesetter, acupressure, Tui Nai, massage therapy, naturopathy, hydrotherapy, chiropractic, podiatry, biofeedback, hypnosis, pain clinics and homeopathy unless otherwise specified.
23. Hospice services.
24. Services required as a result of an Accident caused by the Insured Person having more than the legally permitted level of alcohol in his blood whilst driving any kind of vehicle.
25. Expenses covered by any other existing insurance, or directly or indirectly arising from health care services provided by Government facilities or by medical practitioners employed by Government facilities except for the statutory charges required to be paid for Treatment.

26. Charges for accommodation and nursing in any establishment which for any reason is or has effectively become the place of domicile or permanent abode.

## **PART 4**

### **General Conditions**

#### **1. Alterations**

No alterations in the terms of this Policy or any document forming part thereof will be valid unless the same are signed by an authorized representative of the Company.

#### **2. Assignment**

The Company shall be entitled to without the consent of the Insured Person assign any or all of its rights and duties under this Policy.

#### **3. Cancellation**

Subject to acceptance by the Company, the Policyholder may cancel this Policy before its expiry by notifying the Company of the same by a registered letter addressed to the Company's principal office. No refund of premium will be made once the Policy is effected. The Company may cancel cover for any Insured Person for failure to comply with any requirement under this Policy and in such event shall credit the Policyholder with daily pro-rata premium for any cancelled part of the Policy period in respect of which premium has been paid in advance for cover of that Insured Person, provided that no claims have been paid or are payable under this Policy in respect of that Insured Person.

#### **4. Certification, Information and Evidence**

All certificates, information and evidence as required by the Company shall be furnished at the expenses of the Insured and/or the Policyholder.

#### **5. Change in the Premium Rate of this Policy**

The Company shall have the right to change the rate of the premiums payable on this Policy and on any Supplemental Provisions on the Expiry Date or anniversary of the Effective Date, whichever is the earlier.

#### **6. Claims in Foreign Currencies**

Any claim for reimbursement of expenses made by an Insured Person in any foreign currency shall be converted to Hong Kong Dollars or Macau Dollars at the official buying rate of such currency for Hong Kong Dollars or Macau Dollars in effect in Hong Kong SAR or Macau SAR at the time the payment of such expenses were paid by the Insured Person, or if no such official rate exists, at the rate certified as appropriate by the Company's bankers which shall be deemed to be final and binding.

#### **7. Conditions Precedent to Liability**

Any and all obligations or liabilities of the Company to the Policyholder or any Insured Person under this Policy shall be wholly dependent upon:

- 7.01 The Company being furnished with all the statements and declarations required under this Policy to be provided by the Policyholder in respect of each Insured Person;
- 7.02 The truth of all statement, warranties and declarations made by the Insured Person or made in respect of any claim against the Company under the provisions of this Policy;



The due observance and fulfilment of all the terms, provisions and conditions of this Policy as they relate to anything to be done or complied with by the Policyholder and/or the Insured Person (whose observance and fulfilment of the same shall be solely the Policyholder's obligation to procure); which shall be the conditions precedent to any liability or obligation of the Company to provide any cover or benefit and pay any claims under this Policy.

#### **8. Currency of Payments**

All premiums and claims shall be payable in Hong Kong Dollars or Macau Dollars as specified in the Policy Schedule save and except where specifically provided otherwise elsewhere in this Policy.

#### **9. Discharge of Company's Liability**

The payment of a benefit to the Insured Person, to the Policyholder or to any other party rendering Covered Services under this Policy shall be a full and an effective discharge of the Company's liability for that benefit under this Policy.

#### **10. Errors and Omissions**

Clerical errors in keeping the records shall not invalidate coverage otherwise validly in force nor continue coverage otherwise validly terminated. If the age or date of birth or other relevant facts relating to an Insured Person shall be found to have been inadvertently misstated, and if such misstatement affects the scale of benefits or has anything to do with the coverage or any provisions or terms under this Policy, the true age and facts shall be used in determining whether benefits are secured under the terms of this Policy, and if so, in what amount, and an adjustment of premium shall be made by the Company in its absolute discretion in the event it considers benefits are payable under this Policy.

#### **11. Gender**

Unless the context otherwise requires:

- 11.01 words importing any particular gender shall include all other gender;
- 11.02 words importing the singular shall include the plural and vice versa except the 'preceding policy' under item 29 of Part 4 ; and
- 11.03 reference to persons shall include bodies of persons whether corporate or incorporate.

#### **12. Geographic Limitations**

Benefits appearing in the 'Covered Services' under Part 2 of this Policy and set forth in the Policy Schedule are applicable with geographical limitations. The Hospital and Surgical Benefit is applicable worldwide and the Supplementary Major Medical Benefit is applicable to Macau SAR and Hong Kong SAR only except when the Treatment is incurred solely as the result of an Accident or Emergency situation of a covered Disability occurring in such country or countries.

#### **13. Headings**

The headings in this Policy are for reference purposes only and shall not affect the construction thereof.

#### **14. Legal Proceedings**

No action in law or in equity may be brought under this Policy prior to the expiration of 60 days after proof of claim has been filed in accordance with the requirements of this Policy.

#### **15. Medical Examination and Autopsy of Insured Persons**

The Company shall have the right and shall be given the opportunity to medically examine any Insured Person in respect of whom a claim has been submitted when and so often as it may reasonably require, and shall also have the right and opportunity to require an autopsy in case of death where it is not forbidden by law.

#### **16. No Interest Payable on any Benefit**

No benefit payable under this Policy shall carry any interest.

#### **17. Non-Waiver**

The failure by the Company to enforce at any time or for any period any one or more of the terms or conditions of this Policy shall not be a waiver of them or any of them or of the right at any time subsequently to enforce any or all terms and conditions of this Policy.

#### **18. Notices to Company**

All notices to the Company must be in writing and addressed to the Company in its principal office at the registered address.

#### **19. Other Coverage and Co-ordination of Benefits**

Where any benefit is covered or payable under any other contract of insurance or insurance plan in force and/or under any extension benefits provisions of any other such contract or plan, the benefits payable under such other contract or plan and/or extension benefits provisions are less than the benefits to which the Insured Person would be entitled under this Policy, the Company will pay benefits in an amount equal to the difference between the amount covered or payable under that other contract or plan and/or such extension benefits provisions and the amount otherwise payable under this Policy but for the existence of that other contract or plan and/or extension benefits provisions. In the event that a benefit covered or payable under the other contract or plan and/or such extension benefits provisions exceeds the amount payable for the benefit under this Policy, the Company will only be liable for a rateable proportion of any such claim. A copy of all such other contract(s) or plan(s) and, if applicable, the extension benefits provisions shall be provided by the Policyholder and/or the Insured Person to the Company.

#### **20. Premium Payments**

All annual premiums are payable in advance and in the manner specified in the premium section set forth in the Policy Schedule and shall be paid before any cover commences under this Policy.

#### **21. Prohibition on Trust or Assignments**

This Policy is not assignable and the Policyholder warrants that the Policy is not subject to a trust and will not be made subject to a lien or charge and that the Policy will be kept in the Policyholder's possession throughout the currency of the Policy.



## **22. Proper Law and Jurisdiction**

This Policy shall in all respects be governed by and construed in accordance with the laws of Macau SAR and the Courts of Macau SAR shall have sole and exclusive jurisdiction in relation to any dispute, claim or legal proceedings arising from anything or matter in connection with this Policy.

## **23. Renewal**

Renewal is arranged automatically and is guaranteed for life. The premium payable upon renewal and the terms of any renewal may not be the same as for the expiring Policy and will be determined by the Company.

## **24. Restoration of Benefits**

With the exception of Company Top-up plan, whenever the Hospital and Surgical Benefits and Supplementary Major Medical Benefits shown in the Policy Schedule for a particular covered Disability has been exhausted, and provided that this Policy or a Renewal thereof remains in force, such benefit shall be re-instated in full only when 365 days have elapsed after the benefits were exhausted, and during that 365-day period no further Treatment for that same Disability shall be admitted as a claim.

## **25. Severance**

If any provision of this Policy is declared by any judicial or other competent authority to be void or voidable or illegal or otherwise unenforceable, the remaining provisions of this Policy shall remain in full force and effect.

## **26. Submission of Claims**

All claims must be submitted to the Company within 60 days after termination of Treatment for the Disability for which the claim is being made. For this purpose, a claim shall be deemed not valid or complete and benefits will not be payable unless all original receipts and original itemised bills together with the diagnosis have been submitted together with a fully completed Claim Form supplied by the Company to the Insured Person or Policyholder upon the Insured Person's or Policyholder's request. Only actual costs incurred shall be considered for reimbursement. Any variation or waiver of the foregoing shall be at the Company's sole discretion and must be evidenced in writing.

## **27. Subrogation**

The Company has the right to proceed at its own expense in the name of the Policyholder and/or the Insured Person against third parties who may be responsible for an occurrence giving rise to a claim under this Policy.

## **28. Suit Against Third Parties**

Nothing in this Policy shall render the Company liable in respect of, or liable to prosecute, respond to or defend, any suit for damages which may arise in connection with any negligence, omission, default or malpractice of any Provider to provide any service or Treatment or conduct any medical examination of any Insured Person under the terms of this Policy.

## **29. Take-over Membership**

If this Policy shall have commenced immediately upon termination of a preceding policy and subject to the Company's approval in writing and the terms and conditions of this Policy and provided that

the Company shall have prior to the Effective Date been provided with a copy of such preceding policy, the following provisions shall apply:

29.01 If an Insured Person shall have been afflicted with an existing Disability which has been disclosed to the Company at the Effective Date and for which benefits would have been available to him under the preceding policy had it remained in force, such an Insured Person shall continue to be covered for such existing Disability under the provisions of this Policy, but not exceeding the maximums or limits of the benefits under the preceding policy, or the provisions of this Policy, whichever shall be the lesser and such existing Disability incurred during the period of preceding policy will not be excluded; and

29.02 all references to 'Effective Date' in the definition of 'Pre-existing Condition' on Part 1 of this Policy shall be read as 'Effective Date of the preceding policy'; and

29.03 any other terms and conditions endorsed to the Policy.

## **30. Time Effective**

00.01 A.M. standard time at the principal place of business of the Company shall be deemed to be the start time of a day with respect to any times or dates referred to in this Policy.

## **31. Whole Agreement**

This Policy contains the whole agreement between the parties and the Policyholder acknowledges that the Policyholder has not relied upon any oral or written representation made to the Policyholder by the Company, its employees or agents.

## **PART 5**

### **Conditions for Eligibility and Participation**

#### **1. Additions and Deletions**

Subject to the terms and conditions in this Policy, the Policyholder may apply in writing to advise the Company of additional Eligible Persons to be covered or Insured Persons to be deleted on an amendment form provided by the Company. On the Company's approval, the Policyholder shall pay the premium on a daily prorata basis for the additional persons at and from the time the addition is approved by the Company. The benefit of the additional Insured Person during the covered period will be calculated on a daily prorata basis in accordance with the overall benefit limit of such Insured Person. Provided no claim have been paid or payable to the Insured Person to be deleted, the refund of premium for the person to be deleted will be made in accordance with the table as stipulated below:

Period covered	Premium refund
Less than or up to 4 months	50%
More than 4 or up to 5 months	40%
More than 5 or up to 6 months	30%
More than 6 or up to 8 months	20%
Over 8 months	Nil

The Policyholder shall return immediately on demand the refunded premium to the Company if the Insured Person has made any claim prior to the date of deletion of Insured Person from the Policy.

## 2. Duplicate Application

An Insured Person shall not be covered under more than one FirstCare Insurance policy issued by the Company. In the event that an Insured Person is covered under more than one such policy, the Company will consider that person to be insured under the policy which provides the greatest amount of benefit. When the benefit under each such policy is identical, the policy first issued by the Company will be the only one considered by the Company for payment of benefits. The Company will refund any duplicated insurance premium payment which may have been made by or on behalf of that Insured Person.

## 3. Effective Date

Subject to the Policyholder paying the premiums or additional premiums in accordance with the provisions of this Policy, the coverage for an Insured Person shall become effective from the Effective Date as stipulated in the Policy Schedule if the Insured Persons shall have been duly Registered for the benefit or benefits in question as of that Effective Date.

## 4. Eligibility Date of Dependant

The date of eligibility of any Dependant is determined in accordance with the following:

- (i) If the Policyholder has any Dependant who is an Eligible Person on the Effective Date, such Dependant becomes eligible for coverage for Covered Services as of the Effective Date.
- (ii) If any Dependant is added after the Effective Date of this Policy, subject to underwriting approval, and such Dependant becomes an Eligible Person within the meaning of the 'Eligible Person' as defined in Part 1 by Registration with the Company, the date of that Dependant's eligibility for Medical Benefits shall be the date on which he becomes an Eligible Person through Registration.

## 5. Minimum and Maximum Ages Acceptance

No person shall be accepted for Registration under this Policy who is under the age of 15 days or exceeds the age of 75 years (or 65 years of age for Company Top-up plan) as at the date of Registration. Should such person be accepted for Registration by mistake, the Company shall not be liable to provide any coverage in respect of those persons under this Policy and shall moreover be entitled to cancel Registration for coverage of that person without prejudice to the provisions of the 'Conditions Precedent to Liability' under Part 4 of this Policy.

## 6. Registration

A written Registration Application and a health declaration in a form satisfactory to the Company are required for each Eligible Person.

## 7. Termination of Medical Benefits

7.01 Coverage of the Insured Person shall automatically terminate on the earliest of the following dates:-

- (i) the expiration of the period for which the last premium payment was made in respect of such Insured Person;
- (ii) the Expiry Date coinciding with or following the death of the Insured Person, or the Expiry Date preceding receipt of notification by the Company of an Insured Person ceasing to be eligible, whichever is the later;
- (iii) the date on which the Insured Person is deleted from the Policy;

(iv) the date when the Insured Person's coverage or benefits under the Policy shall have been exhausted;

(v) at midnight (Macau SAR time) on the Expiry Date of this Policy provided that if an Insured Person is in Hospital Confinement for a covered Disability at the time of such termination, then the time of termination shall be extended for such Hospital Confinement up to a maximum of 30 days of such Disability or the time his or her coverage or benefits for such Disability shall have been exhausted, whichever shall first occur.

7.02 Coverage of the Insured Person shall end upon the promulgation of any laws or regulations in the relevant jurisdiction whereby the provision of insurance coverage to the Insured Person will become illegal.

## 8. Reinstatement

If this Policy is terminated for any reason, the Policyholder may apply to the Company in writing to reinstate this Policy within two months after the Policy is lapsed. The application will be made on a form prescribed by the Company, acceptance and approval by the Company shall reinstate this Policy as of the date of such acceptance and approval ("Date of Reinstatement") provided the Policyholder shall have paid all overdue premium with interest as determined by the Company prior to the Date of Reinstatement. The reinstated Policy shall cover only medical expenses caused by a Disease commences or Injury sustained after the Date of Reinstatement.

## 9. Upgraded Benefits

The Policyholder may apply to the Company in writing to upgrade the Medical Benefits to a higher class one month prior to each policy Renewal. The application will be made on a form prescribed by the Company and subject to the Company's approval, the upgrade will be effective on the renewal date.

## 10. No Claim Renewal Discount

15% premium discount on Hospital and Surgical benefits and Supplementary Major Medical benefits (if applicable) will be offered to the Insured Person at Renewal provided no claim is/are payable within the three consecutive membership years immediately preceding the Renewed Policy.

The Policyholder shall return on demand the discount on the premium to the Company if claim is/are payable within the three consecutive membership years immediately preceding the Renewed Policy.