

---

## SME GROUP MEDICAL INSURANCE

---

This Policy should be read carefully, and its terms noted.

Whereas the Insured named in the Schedule hereto has made to MSIG Insurance (Hong Kong) Ltd. (hereinafter called the "Company") a written Proposal and Declaration which shall be the basis of this Contract and is deemed to be incorporated herein and has paid the Premium specified in the Schedule as consideration for the indemnity hereinafter contained.

The Company hereby agrees with the Insured to the extent and in the manner herein provided that if the Person(s) named herein attached (hereinafter called "the Insured Person(s)") sustain Injury or Illness, the Company will pay to the Insured, according to the Schedule contained herein.

Provided that the due observance and fulfilment of the terms, conditions and exceptions specified in the Schedule and endorsements attached hereto shall be conditions precedent to any liability of the Company to make any payment under this Policy.

The period of insurance shall begin at 00:00 hour of the first day of the period of insurance specified in the Schedule and end at 24:00 hour of the last day thereof.

### Definitions

Whenever these words are used in any part of the Policy this is what they mean: -

#### Accident

means an unforeseen and unexpected event of violent, accidental, external and visible nature which shall independently of any other cause be the sole cause of bodily Injury.

#### Any One Disability

means all disabilities arising from the same cause including any and all complications therefrom. Subsequent Disability from the same cause within ninety (90) days following the latest Treatment or consultation shall be considered as the same Disability.

Subsequent Disability from the same cause after ninety (90) days following the latest Treatment or consultation will be considered as a separate Disability if the Disability has fully recovered with:

- (a) no further sign and symptom of the Disability; and
- (b) no further Treatment for the Disability required or advised by Registered Medical Practitioner.

#### Congenital Condition

means any medical, physical or mental abnormalities which existed at the time of or before birth, whether or not being manifested, diagnosed or known about at birth or any neo-natal abnormalities developed within six (6) months of birth. These shall include (but not to the exclusion of others which may medically be regarded as Congenital Conditions) cleft lip or palate, strabismus (squint), hydrocephalus, undescended testicle, Meckel's diverticulum, flat foot, heart septal defect, pre-auricular sinus, arteriovenous malformation and indirect inguinal hernias.

#### Day Care Surgery

means all Medically Necessary surgical procedures and related Treatment provided by or on the order of a Registered Medical Practitioner to the Insured Person at a clinic or day-case unit of a Hospital. Day Care Surgery excludes all non-surgical procedures and related Treatment and is subject otherwise to the terms, conditions, exclusions, limits and sub-limits specified in the Schedule.

**IMPORTANT** - Please read this Policy carefully upon receipt and promptly request for any necessary amendments.

**Dependant**

means an employee's spouse and dependent children.

**Developmental Condition**

means disorders which manifest signs of delay or impairment in a child's physical, mental, cognitive, motor, language, behavioural, social interaction, learning or other development when compared to the normal healthy state of a person at the given age, level or stage of development.

**Disability**

means a Sickness, Disease or Illness or the entire injuries.

**Emergency**

means unplanned Hospital Confinement and condition that is acute in nature and wherein the initial sign and symptom, consultation or Treatment for this condition cannot be and are not separated by more than forty-eight (48) hours.

**Hong Kong**

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

**Hospital**

means an establishment duly constituted and registered as such under the laws of the territory as Hospital for the care and treatment of sick and injured persons as resident patients, and which:

- (a) has facilities for diagnosis and major operations;
- (b) provides twenty-four (24) hours nursing services by licensed or registered nurses;
- (c) maintains a Registered Medical Practitioner; 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, rehabilitation centre, an elderly home or similar establishment.

**Hospital Confinement**

means admission of an Insured Person to a Hospital for a continuous period of not less than six (6) hours' duration as result of a Medically Necessary condition and is upon recommended by a Registered Medical Practitioner for Treatment. Hospital Confinement shall be evidenced by a daily room charge invoiced by the Hospital and this excludes stay by the Insured Person in observation room, day-case unit or similar hospital setting.

**Injury**

means bodily injury caused solely by Accident.

**Insured**

means a body to whom the Policy has been issued in respect of cover for persons specially identified as Insured Persons in this Policy.

**Insured Person**

means a person who is eligible and enrolled for medical benefits by the Insured and whose particulars have been furnished to the Company and whose name has not been removed by endorsement.

## **Medically Necessary**

means the need to have Treatment or services for the purpose of treating the subject Disability in accordance with the generally accepted standards of medical practice and such Treatment or services must:

- (a) require the medical expertise of the medical practitioner;
- (b) be consistent with the diagnosis and necessary for the Treatment of the condition;
- (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, his family, caretaker or his medical service provider; and
- (d) be rendered in the most cost-efficient manner and setting appropriate in the circumstances.

## **Pre-existing Medical Condition**

means any Injury, Sickness, Disease or Illness, condition or symptom:

- (a) for which Treatment, or medication, or advice, or diagnosis has been sought or received or was foreseeable prior to the commencement of the Policy for the Insured Person concerned, or
- (b) which originated or was known to exist by the Insured Person (or anyone insured under the Policy) prior to the commencement of the Policy whether or not Treatment or medication or advice or diagnosis was sought or received.

## **Reasonable and Customary**

means a charge for Treatment or service which does not exceed the general level of charges being made by the relevant service providers of similar standing in the locality where the charge is incurred for similar Treatment, services or supplies to individuals of the same sex and age, for a similar Injury, Sickness, Disease or Illness. The Reasonable and Customary charges shall not in any event exceed the actual charges incurred.

In determining whether an expense is "Reasonable and Customary", the Company may make reference to the following (if applicable):

- (a) the gazette issued by the Hong Kong government which sets out the fees for the private patient services in public Hospitals in Hong Kong;
- (b) industrial treatment or service fee survey;
- (c) claim statistics of the Company;
- (d) extent or level of benefits insured; and/or
- (e) other pertinent source of reference in the locality where the Treatment is received.

## **Registered Chinese Medicine Practitioner**

means a Chinese medicine practitioner who is

- (a) duly registered with the Chinese Medical Council of Hong Kong pursuant to the Chinese Medicine Ordinance (Cap. 549) of the laws of Hong Kong or a body of equivalent standing in jurisdictions outside Hong Kong; and
- (b) legally authorised for practising Chinese medicine in the locality where the treatment is provided to the Insured.

## **Registered Chiropractor**

means a chiropractor who is

- (a) duly registered with the Chiropractors Council pursuant to the Chiropractors Registration Ordinance (Cap. 428) of the laws of Hong Kong or a body of equivalent standing in jurisdictions outside Hong Kong; and
- (b) legally authorised for practising chiropractic service in the locality where the treatment is provided to the Insured.

## **Registered Dentist**

means a dental practitioner who is

- (a) duly registered with the Dental Council of Hong Kong pursuant to the Dentists Registration Ordinance (Cap. 156) of the laws of Hong Kong or a body of equivalent standing in jurisdictions outside Hong Kong; and
- (b) legally authorised for practising dentistry in the locality where the treatment is provided to the Insured.

## **Registered Medical Practitioner**

means a medical practitioner of Western Medicine, be he a General Practitioner, Specialist or Surgeon who is

- (a) duly 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; and
- (b) legally authorised for practising medical and surgical service in the locality where the treatment is provided to the Insured.

## **Registered Physiotherapist**

means a physiotherapist who is

- (a) duly registered with the Supplementary Medical Professions Council of Hong Kong pursuant to the Supplementary Medical Professions Ordinance (Cap. 359) of the laws of Hong Kong or a body of equivalent standing in jurisdictions outside Hong Kong; and
- (b) legally authorised for practising physiotherapy in the locality where the treatment is provided to the Insured.

## **Schedule**

means the Policy Schedule and Benefit Schedule attached to this Policy which sets out the policy details, benefits entitlement, and the period of insurance.

## **Sickness, Disease or Illness**

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

## **Specialist**

means a Registered Medical Practitioner who is

- (a) duly registered under the Specialist Registration 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; and
- (b) legally authorised for practising specialist medical and surgical service in the locality where the treatment is provided to the Insured according to the qualified specialty.

## **Treatment**

means surgical or medical procedures, the sole purpose of which is the cure or relief of Injury, Sickness, Disease or Illness. Treatment includes symptomatic evaluation, imaging studies, monitoring follow up, medication, test, investigation, therapy, surgical procedure, and care for Disability.

# **Eligibility and Participation**

## **1. Person Eligible**

- (a) Any person who is employed and enrolled for Medical Benefits by the Insured and whose particulars have been furnished to the Company at the date from which the coverage under this Policy becomes effective.
- (b) Future employees meeting the Employer's requirements who are enrolled for Medical Benefits by the Insured; and

(c) All Dependents of eligible person as mentioned in (a) and (b) above.

(d) Unmarried children of eligible person as mentioned in (a) and (b) above who are between the age of 15 days to 17 years old or up to 25 years old if they are full time student.

No person shall be covered under this Policy who has not yet attained the age of 15 days or who has attained the age of 65 years unless with prior approval from the Company.

If an employee is on account of Injury, Sickness, Disease or Illness not actively working in full time employment on the date his benefits would otherwise have become effective and available as provided above, benefits shall not become effective until the date such employee returns to full time active worker.

## **2. Additions, Terminations and Change of Insured Persons**

The Insured should notify the Company in writing, on forms satisfactory to the Company, of the full details within two (2) months from the date of addition, termination or change of any Insured Person.

## **3. Effective**

The medical benefits for an Insured Person shall become effective and available on whichever is the latest of:-

(a) the effective date of the Policy; and

(b) in the case of a benefit added to the Policy at a date later than the effective date of Policy, the effective date of such benefit.

## **Termination**

The Medical Benefits of the Insured Person shall automatically terminate on the earliest of the following dates:-

1. the date on which the Policy terminated.
2. the date of expiration of the period for which the last premium payment is made in respect of such Insured Person.
3. the date the Insured Person enters military, naval or air services.
4. at midnight (Hong Kong Time) on the last date the Insured Person cease to be eligible for Medical Benefits under the Policy.
5. the date the Insured Person reaches the age of 65 years unless with prior approval from the Company.
6. at such time the insured benefits on Schedule shall have been exhausted.

Provided that if any Insured Person be confined in a Hospital for a covered Disability at the time of such termination, then the time of termination shall be extended to the time he no longer requires Hospital Confinement of the said Disability or the time his benefits for said Disability shall have been exhausted, whichever shall first occur.

## **Benefits**

Benefits entitled by an Insured Person are subject to his benefit plan and benefit limits as specified in the Schedule. All benefits payable are specified below subject to the terms, conditions and exceptions of this Policy:-

### **Section A Hospitalisation and Surgical Benefit**

If an Insured Person, while insured hereunder, is confined in a legally constituted Hospital as a result of bodily injury through an Accident or contracts a Sickness, Disease or Illness, condition or symptom not otherwise excluded hereunder, the Company will pay the following expenses actually charged by the Hospital and/or Registered Medical Practitioner during his Hospital Confinement, which are Medically Necessary, Reasonable and Customary.

The benefits provided by Section A of this Policy are extended to cover Day Care Surgery.

## **1. Room and Board**

A Daily Room & Board Benefit shall be paid when, upon recommendation of a Registered Medical Practitioner, an Insured Person is registered as a bed patient in a Hospital. The amount of the said benefit shall be equal to the actual charges made by the Hospital during the Insured Person's Hospital Confinement.

## **2. Companion Bed**

If the Insured Person is under sixteen (16) years old on first day of Confinement, the Company shall reimburse the cost of companion bed charged by the Hospital for a parent or guardian of the insured Person for the purpose of accompanying him during the confinement.

## **3. Miscellaneous Hospital Services**

If the Insured Person is entitled to benefit payable under Daily Hospital Room and Board Benefit, the Company shall also pay the expenses actually charged by the Hospital for any of the following services rendered during such Hospital Confinement which are customarily supplied by the Hospital :

1. Drugs and Medicines Consumed on Premises;
2. Dressing, Ordinary Splints and Plaster Casts;
3. Laboratory Examinations;
4. Basal Metabolism Tests;
5. Physical Therapy;
6. X-ray Examinations;
7. Intravenous Infusions;
8. Administration of Blood or Blood Plasma, but not the cost of Blood or Blood Plasma;
9. Ambulance Service to and/or from the Hospital.

## **4. Surgeon's Fees, Anesthetist's Fees and Operating Theatre Fees**

This benefit shall be payable for the eligible expenses charged for Surgeon's Fees, Anesthetist's Fees and Operating Theatre Fees for surgical procedure performed according to the relevant categorisation of such surgical procedure under the Schedule of Surgical Operations as categorised and reviewed from time to time by the Company. The Schedule of Surgical Operations forms an integral part of this Policy.

The surgical operations are classified into four categories: Complex, Major, Intermediate and Minor, according to the relative degree of difficulty and severity of the operations involved. The maximum benefit shall be the benefit level as specified in the Schedule.

If a surgical operation performed is not included in the Schedule of Surgical Operations, 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.

If more than one surgical operation is performed through a single incision, reimbursement for expenses for all such operations shall not exceed the amount payable for the surgical operation which belongs to the highest category.

If more than one surgical operation is to be performed during Any One Disability through different incisions, the Company shall pay different surgical benefits according to the different operation performed, provided however that the total amount of all surgical benefits paid shall not exceed the maximum benefit payable of the Complex Operation.

## **5. Inpatient Physician's Fees**

The Company shall pay the consultation fees charged by Registered Medical Practitioners while an Insured Person is confined in a Hospital.

## **6. Inpatient Specialist's Fees**

The Company shall pay the amount actually charged by a Specialist who is referred by a Registered Medical Practitioner for necessary Treatment during such Hospital Confinement.

## **7. Intensive Care**

The Company shall pay the actual Room and Board charges incurred by the Insured Person for Hospital Confinement in an Intensive Care Unit in the Hospital.

## **8. Pre-admission and Post-Hospitalisation Outpatient Care**

The Company shall pay one (1) pre-admission visit (consultation fee only) and all related post-hospitalisation follow-up visits incurred by the Insured Person within six (6) weeks right after discharge from Hospital provided the consultations are directly related to and as a result of the diagnosis necessitating such Hospital Confinement.

## **9. Private Nursing**

The Company shall pay the fees of full-time or part-time private nursing services of a legally qualified nurse received in a Hospital or at home following discharge from Hospital for the continued Treatment of the specific medical condition for which the Insured Person was confined, and only when such services are essential for medical as distinct from domestic reasons, subject to recommendation by a Registered Medical Practitioner in writing.

## **10. Cancer Treatment And Renal Dialysis Benefit**

The Company shall pay the cost of chemotherapy, radiotherapy, immunotherapy, hormone therapy and targeted therapy for treatment of cancer; and regular haemodialysis or peritoneal dialysis for treatment of chronic and irreversible renal failure received by an Insured Person in an inpatient or outpatient setting of a Hospital or clinic under the recommendation of the attending Registered Medical Practitioner.

## **11. Inpatient Psychiatric Treatment**

Notwithstanding clause 12 under Exclusions for Section A to D below, the company shall pay the medical expenses charged on psychiatric treatments (excluding Alzheimer's disease, Senile Dementia, Parkinson's disease or any conditions caused by or related to drug abuse or alcoholism) during the Hospital Confinement of the Insured Person in Hong Kong as recommended by a Specialist.

For the avoidance of doubt, where a Hospital Confinement is not solely for the purpose of psychiatric treatments, this Benefit shall only be payable for the eligible medical expenses charged for medical services related to psychiatric treatments. Where the expenses involve both psychiatric and non-psychiatric treatments and apportionment of the expenses is not available, the eligible medical expenses in entirety shall be payable under this Psychiatric Treatment Benefit if the Hospital Confinement is initially for the purpose of psychiatric treatments. If the Hospital Confinement initially is not for the purpose of psychiatric treatments, the expenses in entirety shall be payable under other benefits of Section A.

## **12. Day Surgery Cash Allowance**

This Day Surgery Cash Allowance benefit shall be payable for eligible claim, for which the Company has agreed to pay benefit for Surgeon's fee, if the Insured Person has undergone any of the Day Care Surgeries specified below which is performed in a medical clinic, or day case procedure centre or Hospital as a day patient. The benefit is not payable if the Insured Person has been admitted into a Hospital as an Inpatient, regardless of the hours of stay in Hospital and in no event shall the Company pay the cash allowance benefit for more than one Day Care Surgery per day.

Day Surgery Cash Allowance is applicable to the following Day Care Surgeries, with or without other concurrent surgical procedure :

1. Gastrosocopy
2. Oesophagogastroduodenoscopy (OGD)
3. Sigmoidoscopy
4. Colonoscopy
5. Endoscopic Retrograde Cholangio-Pancreatography (ERCP)
6. Cystoscopy
7. Arthroscopic examination of joint
8. Colposcopy
9. Bronchoscopy
10. Extracapsular / intracapsular extraction of lens (Cataract)

### 13. Daily Hospital Cash for Government Public Ward

If an Insured Person shall be necessarily confined within the general ward only of a Hospital under the administration of the Hong Kong Hospital Authority (HA), the Company shall pay the Insured Person, during such Hospital Confinement, an amount specified in the Schedule from the first day of Hospital Confinement. This shall not be applicable should the Insured Person be confined in a room type other than the general ward in a HA Hospital.

### 14. Second Claim Cash Benefit

This benefit shall be payable if the Eligible Expenses incurred by the Insured Person during Confinement at a Hospital has first been partially or fully reimbursed by other insurance company(ies). In no event shall the Company pay this cash allowance benefit for more than one claim per Confinement.

### 15. Increased Overseas Accidental Hospitalisation Benefit

This benefit shall be payable if an Insured Person, while travelling outside his Usual Country of Residence, sustains an Injury and is confined in a Hospital there.

Usual Country of Residence means the country the Insured Person normally resides in or is employed there. In the event that the Insured Person has been assigned by his employer to work in another country for a continuous period of over ninety (90) days, this country will now be considered as his Usual Country of Residence.

This extension shall not apply to Hospital Confinement within The People's Republic of China including Hong Kong and Macau.

### 16. 24-hour Worldwide Emergency Assistance

Insured persons benefit from the company's 24-hour worldwide assistance, provision of which is subject to the MSIG Worldwide Assistance Services Terms and Conditions.

## Section B Supplementary Major Medical Benefit (Optional)

For the purpose of this Benefit, the following words mean:-

1. "Deductible Amount" means the amount specified in the Schedule which shall be deducted by the incurred Covered Medical Expenses, before any benefits are payable under this Supplementary Benefit.
2. "Reimbursement" means the maximum percentage of reimbursement of the Covered Medical Expenses in excess of the Hospitalisation and Surgical Benefits and the Deductible Amount.

If, while this Supplementary Major Medical Benefit is in force, an Insured Person is confined in a Hospital as a result of Sickness or Injury and incurs hospital expenses in excess of that covered under Section A Hospitalisation and Surgical Benefits (Eligible Expenses), the Company shall reimburse the Insured Person any Eligible Expenses multiplied by an Adjustment Factor (if applicable) and then by a Reimbursement percentage less a Deductible Amount specified in the Schedule.

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

1. Hospital Confinement outside Usual Country of Residence except in the case of Accidents or Emergencies occurring overseas requiring immediate medical attention as certified by a Registered Medical Practitioner; or
2. Room and Board charges and In-Hospital Doctor's Visits that exceed daily benefit limit.

Usual Country of Residence means the country the Insured Person normally resides in or is employed there. In the event that the Insured Person has been assigned by his employer to work in another country for a continuous period of over ninety (90) days, this country will now be considered as his Usual Country of Residence.

Subject to the Maximum Benefit per Any One Disability, the benefits payable under this Supplementary Major Medical Benefit shall be determined in accordance with the following formula :

$$\{ \text{Eligible Expenses} \times \text{Adjustment Factor (if applicable)} \times \text{Reimbursement percentage} \\ - \text{Deductible Amount (for Any One Disability)} \}$$

An Adjustment Factor shall apply if the Insured Person's average daily room and board charges incurred during such Hospital Confinement is higher than the Daily Room and Board Benefit specified in the Schedule. All Eligible Expenses payable under this Supplementary Benefit shall first be multiplied by the Adjustment Factor.



The Adjustment Factor shall be calculated as follows:

$$\frac{\text{Daily Room and Board Benefit specified in the Schedule}}{\text{Average Daily Room and Board charges incurred during Hospital Confinement}}$$

## **Section C Outpatient Benefit (Optional)**

If an Insured Person, while insured hereunder, sustains bodily injury through an Accident or contracts a Sickness, Disease or Illness not otherwise excluded hereunder and necessarily incurs the following expenses, which are Medically Necessary, Reasonable and Customary, the Company will pay such expenses equal to the actual charges of such services described below.

### **1. General Medical Practitioner**

This Benefit shall be payable when an Insured Person is treated by a General Practitioner on an out-patient basis and incurs charges for consultation and Medically Necessary western medication prescribed on the same date of consultation for Treatment of a covered Disability.

### **2. Registered Chinese Herbalist, Bone-setting and Acupuncture**

This Benefit shall be payable when an Insured Person is treated by a Registered Chinese Medicine Practitioner on an out-patient basis and incurs charges for consultation, bone-setting, acupuncture and Medically Necessary Chinese medicine prescribed on the same date of consultation for Treatment of a covered Disability.

### **3. Specialist Medical Practitioner**

This benefit shall be payable when an Insured person is treated by a Specialist, upon recommendation by a Registered Medical Practitioner in writing (except for gynaecology, ophthalmology, paediatrics, otorhinolaryngology, orthopaedics and dermatology), on an out-patient basis and incurs charges for consultation and Medically Necessary western medication prescribed on the same date of consultation for Treatment of a covered Disability.

### **4. Physiotherapist and Chiropractor**

This benefit shall be payable when an Insured person is treated by a Registered Physiotherapist or a Registered Chiropractor, upon recommendation by a Registered Medical Practitioner in writing, on an out-patient basis and incurs charges for physiotherapy or chiropractic treatment for Treatment of a covered Disability.

### **5. Diagnostic X-ray and Laboratory Tests**

This benefit shall be payable when an Insured person undergoes and incurs charges for diagnostic x-ray and laboratory tests, upon recommendation by a Registered Medical Practitioner, Registered Chinese Medical Practitioner or Chiropractor in writing, on an out-patient basis, provided that such x-ray and laboratory tests is consistent with the symptoms or diagnosis.

## **Section D Dental Benefit (Optional)**

If any Insured Person shall necessarily incur expenses for following services provided by a Registered Dentist, the Company shall make reimbursement for such expenses which are Medically Necessary, Reasonable and Customary :

1. Oral examination
2. Scaling, polishing and cleansing
3. Filling and Extraction
4. Oral X-ray
5. Medication
6. Drainage of abscesses
7. Pins for cusp restoration
8. Root canal fillings
9. Apicoectomy
10. Dentures, crowns and bridges (only if necessitated by an Accident)

No benefit shall be payable for the following services, products or conditions:

1. Dental appliances;
2. Charges for any dental procedure which are not included in the above-mentioned covered dental services;
3. Treatment by any person other than a Registered Dentist;
4. Charges for services and supplies that are partially or wholly cosmetic in nature; unless the services are recommended as necessary by a Registered Dentist with medical necessity.

## **Section E Personal Accident Benefit (Optional)**

If during the period of insurance any Insured Person suffers bodily injury resulting solely and directly from an Accident caused by violent, external and visible means the Company shall pay to the Insured Person the sum specified in the Schedule under Section E. In no event shall the Company's liability for Death or Permanent Disablement exceed the aggregate limit specified in the Schedule.

### **1. Loss of Life Accident Indemnity**

When Injury results in loss of life of the Insured Person within one hundred eighty (180) days after the date of the Accident the Company will pay the Loss of Life Accident Indemnity specified in the Schedule (hereinafter referred to as "The Principal Sum").

### **2. Dismemberment and Loss of Sight Indemnity**

When Injury does not result in loss of life of the Insured Person within one hundred eighty (180) days after the date of the Accident but does result in any of the following losses within said one hundred eighty (180) days, the Company will pay loss of:

Both Hands or Both Feet or Sight of Both Eyes	The Principal Sum
One Hand and One Foot	The Principal Sum
Either Hand or Foot and Sight of One Eye	The Principal Sum
Either Hand or Foot	50% of The Principal Sum
Sight of One Eye	50% of The Principal Sum

"Loss" as above used with reference to hand or foot means complete severance through or above the wrist or ankle joint, and as used with reference to eye, means the entire and irrecoverable loss of sight.

In the event of the loss or loss of use of more than one of the aforementioned members or organs the percentages payable shall be aggregated but the total sum payable shall in no case exceed 100% of the amount specified in the Schedule.

When a limb or organ, which was partially useless prior to an Accident, covered under this Policy becomes totally useless as the result of such Accident the amount payable shall be equal only to the loss occasioned by the Accident. No payment however shall be made in respect of the loss of a limb or organ which was useless prior to the Accident.

### **3. Permanent Total Disability Indemnity**

When as the result of Injury and commencing within one hundred eighty (180) days of the date of Accident the Insured Person is totally and permanently disabled and prevented from engaging in each and every occupation or employment for compensation or profit for which he is reasonable qualified by reason of his education training or experience, the Company will pay, provided such Disability has continued for a period of twelve (12) consecutive months and is total continuous and permanent at the end of this period the principal sum less any other amount paid or payable under Section E of this Policy as the result of the same Accident, at the rate of one (1) percent per month up to a maximum of one hundred (100) months.

## Exclusions for Section A to D

Unless the Policy expressly provides to the contrary, the Company shall not be liable to pay expenses incurred directly or indirectly in connection with and/or for, in relation to any and all of the following:

1. any Pre-existing Medical Condition, unless an Insured Person has been insured under the Policy for a minimum of twelve (12) months and the policy has not less than ten (10) employees;
2. Congenital Condition or Developmental Condition including complications thereof;
3. pregnancy, childbirth, (including surgical delivery) miscarriage, abortion, pre-natal, postnatal care or any complications arising from pregnancy;
4. Human Immunodeficiency Virus (HIV) related Sickness, Disease or Illness, including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutations, derivations or variations thereof, which proceeds from an HIV infection occurring prior to the effective date of coverage. For purposes of this exclusion, an HIV related disability emerging within five (5) years of the coverage effective date will be conclusively presumed to proceed from an HIV infection occurring prior to the effective date of coverage, in the absence of clear and convincing evidence to the contrary;
5. venereal diseases or their sequelae;
6. any Injury, Sickness, Disease or Illness arising from the use of, or consumption of narcotics or alcohol, or bodily injury occurring whilst under the influence of narcotics or alcohol unless they had been prescribed by a Registered Medical Practitioner;
7. suicide or attempted suicide, intentional self-inflicted Illness or Injury including criminally induced;
8. cosmetic, plastic surgery, or any Treatment for the purpose of beautification unless necessitated by an Accident or Illness arising during the period of insurance;
9. Dental treatment or oral care unless necessitated by an Accident or for surgery of impacted wisdom tooth during the period of insurance, except for the Dental Benefits under Section D;
10. prescription of eye glasses, contact lens or hearing aids;
11. special nursing care, non-medical personal services such as radio, telephone and the like, procurement or use of special braces, implants, appliances or equipment including but not limited to pacemaker, stent, intraocular lens, prosthesis for joint, wheel chairs and crutches;
12. psychotic, mental or nervous disorders (including any neuroses and their physiological or psychosomatic manifestations) or "Rest Cures";
13. treatment of mental or neurological disorders due to geriatric condition including but not limited to Parkinsonism and senile dementia;
14. routine physical examinations, medical check-ups, vaccination and immunization injections or tests not incident to Treatment or diagnosis of a covered Injury, Sickness, Disease or Illness, or any treatment which is not Medically Necessary;
15. Injury, Sickness, Disease or Illness for which benefits are paid to the Insured Person under any Employees' Compensation Law, plan or scheme, occupational disease acts, or any other health and welfare programs, insured or otherwise;
16. any costs of Treatment which are covered by any other insurance or from of legal indemnity or Treatment for which the Insured Person is not required to pay;
17. any Injury, Sickness, Disease or Illness occasioned by war, invasion, act of foreign enemies (whether war be declared or not), civil war rebellion, insurrection military or usurped power, or the Insured Person engaging in or taking part in naval, military or air force service or operations;
18. any Injury, Sickness, Disease or Illness resulting from :-
  - (a) racing of any kind except foot racing.
  - (b) motor cycling other than on roadways designed primarily for motor traffic.
  - (c) aviation or aeronautics other than as a fare paying passenger on a duly licensed commercial aircraft.
  - (d) skydiving and parasailing.
  - (e) deep water diving requiring the use of breathing apparatus.
  - (f) abseiling and mountain climbing requiring the use of ropes and/or pitons.
  - (g) winter sports other than ice-rink skating.
  - (h) participation in all forms League status football sports.

- (i) polo and steeple chasing.
  - (j) participating in an illegal activity.
  - (k) deliberate exposure to exceptional danger except in an effort to save human life.
19. any costs of Treatment arising from surgical, mechanical or chemical contraceptive methods of birth control, sterilization of either sex or treatments pertaining to infertility or in-vitro fertilization;
  20. care provided for or for which care may be obtained upon application under any contract of employment;
  21. Treatment or referral provided by the Insured Person himself, the Insured, Immediate Family Member(s) or business partner(s) of the Insured unless approved by the Company. "Immediate Family Member" shall mean the Insured Person's spouse, children, parents, parents-in-law, brothers or sisters, grandparents, grandchildren or legal guardian;
  22. Hospital Confinement for conditions which can be properly treated in an outpatient facility. This includes Hospital Confinement primarily for diagnostic scanning, X-ray examinations or physiotherapy Treatment.

## Exclusions for Section E

The Company shall not be liable in respect of bodily injury:

1. caused directly or indirectly, wholly or partly, by
  - (a) bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound);
  - (b) any other kind of Sickness, Disease or Illness;
  - (c) medical or surgical Treatment (except such as may be necessary solely by injuries covered by this Policy and performed within the time provided in the Policy);
2. which shall result in hernia;
3. caused by suicide or any attempt thereat (sane or insane);
4. directly or indirectly consequent on an Insured Person engaging in air travel except as a passenger in any properly licensed private and/or commercial aircraft;
5. sustained whilst the Insured Person is under the influence of intoxicants or drugs unless under medical supervision or is suffering from insanity;
6. occasioned by or contributed to by venereal disease pregnancy or Acquired Immune Deficiency Syndrome (AIDS);
7. sustained whilst the Insured Person is engaged in hunting steeple-chasing racing of any kind (other than on foot) football polo motor cycling mountaineering in the course of which it is necessary to use guides or ropes winter sports underwater pastimes water skiing or potholing except and insofar as the Company has by endorsement agreed to extend this insurance;
8. consequent on violation or attempted violation of the law or resistance to arrest;
9. as a result of hijack, murder or assault arising out of or in connection with the Insured Person's collaboration or provocation of such act.

## General Exclusions

1. Conditions directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
  - (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
  - (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
  - (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
  - (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
  - (e) any chemical, biological, bio-chemical, or electromagnetic weapon.

2. Conditions directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
  - (a) war, invasion, acts of foreign enemies, hostilities or warlike
    - i. operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
  - (b) any act of terrorism including but not limited to
    - i. the use or threat of force, violence and/or
    - ii. harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents,
    - iii. by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or
  - (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) or (b) above.
3. Sanction Limitation and Exclusion Clause

This Policy shall not be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom or United States of America.

## General Conditions

### 1. Company's Limit of Liability

The Company's liability hereunder to pay eligible benefits as a result of illnesses or accidental bodily injuries arising out of one cause or related cause(s) shall not exceed the amount specified in the Schedule for each Insured Person.

### 2. Premium and Benefit Adjustment

In the event of addition or termination or change of benefit level of the Insured Person during the period of insurance, the Company is hereby allowed the respective premium adjustment shall be made by endorsement.

Premium shall be calculated on pro-rata basis from the effective date of addition or termination of such medical benefit for each Insured Person or such changes on medical benefit.

In the event an Insured Person's effective date of insurance is other than the effective date or renewal date as specified in the Schedule, or the period of insurance is less than one year due to change of plan or mid-year termination, his actual entitlement to benefits with a per year maximum limit shall be adjusted on a pro-rata basis, i.e. number of days of coverage being divided by number of days of the period of insurance and multiplied by the per year maximum limit.

If there is any benefit change effective after an Insured Person has been confined in a Hospital, the Company shall pay the benefits in accordance with the benefit plan effective on the first day he is admitted to the Hospital.

### 3. Claims Conditions

All claims must be submitted to the Company within ninety (90) days of completion of the events for which the claim is being made, in a fully completed claim form prescribed by the Company, with original copies of receipts and itemized bills bearing diagnosis certified by the attending Registered Medical Practitioner. Claims are not deemed complete and eligible benefits are not payable unless all bills under such claims have been submitted and agreed by the Company. Only actual costs incurred shall be considered for reimbursement. Any variation or waiver of the foregoing shall be at the Company's sole discretion.

### 4. Requirement for Referral

Referral from Registered Medical Practitioner is required for particular medical services as specified in the Schedule. All related medical treatments shall be made within one hundred eighty (180) days from the date on which referral is issued, unless otherwise agreed by the Company in written.

## **5. Certificate, Information and Evidence**

The Insured Person (or his legal personal representatives) shall at his own expense furnish to the Company all such certificates, information and evidence as may be required by the Company and the Insured Person shall, whenever reasonably required to do so, submit to medical examination on behalf of the Company. In the event of the death of the Insured Person the Company shall be entitled to have a post mortem examination at his own expense and notice shall, when practicable, be given to the Company before interment or cremation, stating the time and place of any inquest appointed.

## **6. Settlement of Medical Claims**

All benefits that pertain to an Insured Person shall be paid by cheque to the order of the Insured Person or by direct reimbursement to the Insured Person's bank account, unless the Insured for reasons acceptable to the Company requests otherwise, or the Company, at its discretion, considers it preferable to make the payment in another manner.

## **7. Renewal**

The Company shall not be bound to offer renewal hereof. Renewal offer will be subject to :

- (a) terms, conditions and premium prevailing at the time of renewal, and
- (b) claims experience of the policy during the period of insurance.

## **8. Cancellation**

The Insured may cancel this Policy at any time by notifying the Company of such intent in form of a registered letter addressed to the Company; and provided that no claims have been paid or are payable under the said Policy. The Insured shall be entitled to a refund of premium less the amount due to the Company, computed at its customary short period rate for the period prior to cancellation. The Company may cancel cover on any individual Insured Person within a Group for failure to comply with requirements under this Policy and in such event shall credit the Insured with pro-rata basis premium for any cancelled part of the policy period.

## **9. Arbitration**

If the Company shall disclaim policy liability or there is any dispute as to the amount to be paid under this Policy (collectively known as "the Dispute"), the Dispute shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance (Cap. 609 of the Laws of Hong Kong) as amended from time to time. If the parties fail to agree upon the choice of Arbitrators or Umpires, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is hereby expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained.

If the Dispute shall not within twelve (12) months from the date of disclaimer or the date of rejection of the claim have been referred to arbitration under the provisions herein contained, then such claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

## **10. Gender**

When appropriate to the text, any reference to the Male gender shall equally apply to the Female gender.

## **11. Ownership of Policy**

Unless otherwise expressly provided for by Endorsement in the Policy, the Company shall be entitled to treat the Insured as the absolute owner of the Policy. The Company shall not be bound to recognize any equitable or other claim to or interest in the Policy, and the receipt of the Policy or a benefit by the Insured (by his legal or authorized representative) alone shall be an effectual discharge.

## **12. Conditions Precedent to any Liability**

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

- (a) The Company being furnished with an Enrolment Form which contains all the required statements and declarations to be provided by the Insured Person (by a parent or duly appointed guardian if the Insured Person is a minor).
- (b) The truth of all statements and declarations made in respect to any claim made against the Company by an Insured Person under the provisions of this Policy.
- (c) The due observance and fulfillment of the Terms, Provisions and Conditions of this Policy and Endorsements to it insofar as they relate to anything be done or complied with by the Insured Person which shall be factors precedent to any liability to the Insured Person by the Company.

## **13. Institution against any Doctor**

Nothing herein shall render the Company liable to respond to or lay defence to any suit for damages which may be instituted by the Insured Person against any doctor nominated under this Policy wherein the Insured Person may sue the said doctor for reasons of neglect, malpractice or other cause arising from his commissions or omissions in the Treatment of any Insured under the terms hereof.

## **14. Premiums**

All premiums are payable in advance and shall be paid before any cover commences under this Policy. The amount of premium payable to the Company shall be as specified in the Schedule.

## **15. Misstatement**

If the proposal or declaration of the Insured is untrue in any respect or if any material fact affecting the risk be incorrectly specified therein or omitted therefrom, or if this Insurance, or any renewal thereof shall have been obtained through any misstatement, misrepresentation or suppression, or if any claim made shall be fraudulent or exaggerated, or if any false declaration or statement shall be made in support thereof, then, in any of these cases, this Policy shall be void.

## **16. Data Required**

The Insured shall keep a record with respect to each Insured Person under this Policy, showing the Insured Person's name, sex, date of birth, the date insurance became effective, the date insurance terminated, and such other data as may be necessary to carry out the terms of this Policy. Clerical errors in keeping the records shall not invalidate insurance otherwise validly in force nor continue insurance otherwise validly terminated, but upon the discovery of such error, an equitable adjustment shall be made. The Insured shall furnish the Company with all information and proof which the Company may reasonably require with regard to any matters pertaining to the Policy. All documents furnished to the Insured by an Insured Person in connection with the insurance, and other records as may have a bearing on the insurance under this Policy, shall be open for inspection by the Company at all reasonable times.

## **17. Take-over Policy**

If this Policy shall have commenced immediately upon termination of a preceding policy and if an Insured Person shall have afflicted with a medical Disability at the time this Policy commenced (and for which benefits would have been available to him under the preceding policy and it remained in force) such Insured Person shall continue to be covered for the existing Disability under the provisions of this Policy, but not to exceed the limits which would have been available to him under the provisions of the preceding policy, or the provisions of this Policy, whichever shall be the lesser. The Company reserves the right for a copy of such preceding policy while examination is necessary.

## **18. Upgraded Policy**

If the eligible benefits to any Insured Person under this Policy be increased to a higher class of Hospitalisation or Outpatient Benefit while it is in force or at the time of renewal and if such Insured Person shall have been afflicted with a Disability at the time the benefits were increased, the limit of benefits payable in respect of such pre-existing Disability shall not exceed the limit of benefits prior to the date the benefits were upgraded.

## **19. Notice to the Company**

All notices required to be given by the Insured to the Company must be in writing addressed to the Company, and no alteration in the terms of this Policy, nor any endorsement thereon, will be held valid unless the same is signed or initialled by an authorised representative of the Company.

## **20. Currency of Payment**

Should the payment of any benefit be requested by an Insured in a currency other than the currency specified in the Schedule, such payment shall be made at the Company's election at the selling rate of exchange for the alternative currency effective at the time the Company makes payment, and after deducting the applicable bank charges.

## **21. Other Insurance**

All persons insured by any other Sickness and Accident insurance policy shall inform the Company of such and provide the Company with a copy of the policy including the Benefit Schedule.

## **22. Reinstatement**

The Insured may apply for the reinstatement of coverage terminated due to non-payment of premium subject to the consent of the Company, provided that all due and unpaid premiums and any interest or reinstatement fee that may be required by the Company are paid in full.

## **23. The Contract**

The application for this insurance, this Policy, its Schedules, Endorsements and all other parts hereof and thereof shall be read together as one contract, and any special meaning of any word herein shall bear such meaning wherever it shall appear in connection with and in the context of this Policy.

## **24. Disappearance**

If the body of the Insured Person has not been found within one year after the date of the disappearance, sinking or wrecking of the aircraft or other conveyance either on the ground or at sea in which he was travelling at the time of the Injury and under such circumstances as would otherwise be covered hereunder, it will be presumed that the Insured Person suffered loss of life resulting from bodily injury caused by an Accident covered by this Policy at the time of such disappearance, sinking or wrecking, provided that if at any time after payment has been made by the Company in settlement of such a claim the Insured Person is found to be living any sum so paid by the Company shall be refunded forthwith.

## **25. Applicable Law**

This Policy, and all rights, obligations and liabilities arising hereunder, shall be construed and determined and may be enforced in accordance with the laws of Hong Kong.

## **26. Exclusion of Rights under Contracts (Rights of Third Parties) Ordinance**

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.

## **27. Use of the Medical Card (if applicable)**

Subject to the terms and conditions as stipulated in the Policy, the Insured Person may use the Medical Card to obtain medical services from the panel doctor. Use of the Medical Card constitutes acceptance of the following terms and conditions issued under the Medical Card :

- (a) The Insured Person is required to present the Medical Card along with their HKID card/Passport when seeking medical services from the panel doctor.
- (b) The Medical Card is not transferrable. The Insured Person shall assume full responsibility for any improper use of the Medical Card.



- (c) The Medical Card will immediately cease to be valid upon cancellation/termination of either the Policy or the coverage of the Insured Person. The Insured Person will be responsible for returning the Medical Card to the Company.
- (d) The Insured Person must immediately report any theft, loss or damage of the Medical Card to the Company. The Insured Person must indemnify the Company for any loss involving any mis-use of the stolen or lost Medical Card unless and until such incident has reported to the Company in writing.
- (e) In the event that the Insured Person using the Healthcare Card incurs a cost which exceeds the benefit limits or is not eligible under this Policy, the Insured Person shall reimburse the Company for the shortfall within thirty (30) days of receipt of a shortfall invoice or advice from the Company.

## **28. Claims Shortfall Recovery**

In the event that the medical expense incurred by the Insured Person, while using the Medical Card or Guarantee of Payment service, exceeds the limit of the benefit coverage or is not recoverable under the Policy, the Insured Person shall reimburse the Company the shortfall amount within thirty (30) days upon receipt of the shortfall invoice or advice from the Company.

In the event that the Insured Person owes the Company any shortfall amount, the Company reserves the right to set-off and deduct such amount from any subsequent claim payment payable to the Insured Person.

If the Insured Person fails to repay any outstanding shortfall amount to the Company, the Insured shall be responsible to reimburse such outstanding shortfall amount to the Company.

## SCHEDULE OF SURGICAL OPERATIONS

Description of Surgical Operations	Classification
<b>Adrenal Operations</b>	
Adrenalectomy (laparoscopic/retroperitoneoscopic)	Major
Bilateral adrenalectomy	Complex
<b>Cardiac Operations</b>	
Pericardiocentesis	Minor
Insertion/replacement of pacemaker	Intermediate
Balloon dilation of pulmonary artery	Major
Electrophysiological study	Major
Percutaneous transluminal coronary angioplasty (PTCA) & related procedures	Major
Pulmonary Valvotomy	Major
Balloon/Transluminal laser / Transluminal Radiofrequency	Major
Coronary artery bypass graft	Complex
Replacement of valve	Complex
<b>Ear Operations</b>	
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
<b>Eye Operations</b>	
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 retinal detachment	Major
Trabeculectomy	Major
Circling/buckling with vitrectomy	Complex
<b>Gastrointestinal Operations</b>	
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 hydrocele	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

<b>Description of Surgical Operations</b>	<b>Classification</b>
<b>Gynaecological Operations</b>	Minor
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	Intermediate
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	Major
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
Uterine myomectomy, abdominal approach	Major
Vaginal hysterectomy	Major
Vaginal hysterectomy with repair of cystocele	Complex
Radical abdominal hysterectomy	Complex
Vaginal hysterectomy with repair of cystocele & rectocele	Complex
Wertheim's hysterectomy	Minor
<b>Lower Respiratory Operations</b>	
Closed (percutaneous)(needle) biopsy of lung	Minor
Fiber-optic bronchoscopy	Minor
Thoracentesis/chest tapping	Minor
Endoscopic biopsy of lung	Minor
Thoracoscopy	Intermediate
Thoracotomy/revision, with/without drainage	Major
Excision of lesion or tissue of diaphragm	Major
Excision or destruction of lesion or tissue of mediastinum/chest wall	Major
Exploratory thoracotomy	Major
Resection/Excision/Incision of lung	Major
Segmental resection of lung	Major
Complete pneumonectomy	Complex
Lobectomy of lung	Complex
<b>Lymphatic Operations</b>	
Axillary lymph node sampling/Fine needle aspiration cytology	Minor
Biopsy/Excision of superficial lymph nodes/Simple excision of other lymphatic structure	Minor
Bilateral inguinal lymphadenectomy	Intermediate
Excision of deep cervical lymph node	Intermediate
Excision of lymph node/lymphangioma/cystic hygroma	Intermediate
Cervical lymphadenectomy	Intermediate
Pelvic lymphadenectomy, radical	Major
Splenectomy	Major
Wide excision of axillary lymph node/Axillary clearance	Major
Neck dissection	Major
Radical groin dissection	Major
<b>Male Genital Operations</b>	
Circumcision	Minor
Epididymectomy	Intermediate
Excision/high ligation of hydrocele	Intermediate
Excision of epididymal mass/cyst	Intermediate
Exploration of testis	Intermediate
Incision of prostate	Intermediate
Orchiopexy, unilateral	Intermediate
High ligation of spermatic vein/varicocelelectomy	Major
Local excision of lesion of prostate	Major

Description of Surgical Operations	Classification
<b>Male Genital Operations</b>	
Transurethral prostatectomy	Major
Radical prostatectomy (open/laparoscopic)	Complex
<b>Maxillo-facial Operations</b>	
Closed reduction of maxillary/mandibular fracture	Intermediate
Closed reduction and fixation of fracture mandible	Intermediate
Mandibulectomy for benign disease	Intermediate
Open reduction of maxillary/mandibular fracture	Major
Mandibulectomy for malignant disease Osteoplasty (osteotomy) of maxilla	Major
<b>Nose, Mouth &amp; Pharynx Operations</b>	
Adenoidectomy	Minor
Control of epistaxis by cauterization and packing	Minor
Excision of lesion of nose	Minor
Incision and drainage of tonsil and peritonsillar structure	Minor
Excision of oral cavity lesion	Minor
Polypectomy of nose	Minor
Excision of lesion of tonsil and adenoid	Intermediate
Septoplasty	Intermediate
Submucous resection of nasal septum with/without Septoplasty	Intermediate
Tonsillectomy with/without adenoidectomy	Intermediate
Excision of lesion of maxillary sinus with Caldwell Luc Approach	Intermediate
Laser assisted Uvulopalatoplasty	Intermediate
Partial Parotidectomy	Major
Excision of malignant tumour, mandible	Major
Functional Endoscopic Sinus Surgery	Major
<b>Neurosurgery Operations</b>	
Ventricular shunt to structure in head and neck	Major
Burr hole for drainage of chronic subdural haematoma	Major
Excision of lesion of skull	Major
Cranioplasty	Major
Radiosurgery for acoustic neuroma	Major
Craniectomy	Complex
Excision of lesion or tissue of cerebral meninges	Complex
Excision of pituitary gland, transsphenoidal approach	Complex
Craniotomy for excision of brain tumour	Complex
Excision of acoustic neuroma, open	Complex
<b>Orthopaedic Operations</b>	
Release of tendon sheath by incision	Minor
Joint aspiration/injection	Minor
Muscle biopsy	Minor
Removal of implants from bone (except deep bone of thigh)	Minor
Closed reduction of fracture of finger without internal fixation	Minor
Application of POP cast	Minor
Change in muscle or tendon length	Intermediate
Removal of implants from bone of thigh, deep	Intermediate
Closed reduction of fracture without internal fixation (except finger/thigh)	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 diskectomy	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>Description of Surgical Operations</b>	<b>Classification</b>
<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

**NOTE :**

If the operation performed is not shown in the Classification Schedule of Surgical Operations, the Company reserves the right to determine the Classification for such operation. We shall take reference from the Government Gazette which are applying to public and subvented hospitals in Hong Kong, or relative value unit (RVU) which is published by the American Medical Association (AMA) to determine the classification of such operation.



## Appendix: Notice to customers relating to the Personal Data (Privacy) Ordinance ("the Ordinance")

MSIG Insurance (Hong Kong) Limited ("MSIG", "we" or "us") would ask that you take the time to read this privacy policy carefully. In case of discrepancies between the English and Chinese versions of this statement, the English version shall prevail.

### **PRIVACY POLICY**

MSIG takes your privacy very seriously. To ensure your personal information is secure, we communicate and enforce our privacy and security guidelines according to the relevant laws and regulations. MSIG takes precautions to safeguard your personal information against loss, theft, and misuse, as well as against unauthorised access, disclosure, alteration, and destruction. Furthermore, we will not sell your personal information to anyone for any purposes. MSIG imposes very strict sanction control and only authorised staff on a need-to-know basis are given access to or will handle your personal data, and we provide regular training to our staff to keep them abreast of any new developments in privacy laws and regulations.

We will only retain your personal data in our business records for as long as it is necessary for business and tax purposes as permitted by the laws. We will require our agent, contractor or third party who provides administrative or other services on our behalf to protect personal data they may receive in a manner consistent with this policy. We do not allow them to use such information for any other purposes. If you have any questions or inquiries regarding our privacy policy, please feel free to contact us.

We may amend this Privacy Policy at any time and for any reason. The updated version will be available by following the 'Privacy Policy' link on our website homepage at [msig.com.hk](http://msig.com.hk). You should check the Privacy Policy regularly for changes.

### **Personal Information Collection Statement**

Personal information is data that can be used to uniquely identify or contact a single person. As our customers, it is necessary from time to time for you to supply us with your personal data in relation to the general insurance services and products ("the Product") that we provide to you and in order for us to deliver and improve the customer service. This includes but not limited to the personal data contained in the proposal form or in any documents in relation to the Product or any claim made under the Product.

Your personal data may be used for **obligatory purpose** or **voluntary purpose**. If personal data are to be used for an obligatory purpose, you **MUST** provide your personal data to MSIG if you want MSIG to provide the Product. Failure to supply such data for obligatory purpose may result in MSIG being unable to provide the Product.

The **obligatory purposes** for which your personal data may be used are as follows:-

- processing and evaluating your insurance application and any future insurance application you may make;
- our daily operation and administration of the services and facilities in relation to the Product provided to you;
- variation, cancellation or renewal of the Product;
- invoicing and collecting premiums and outstanding amounts from you;
- assessing and processing claims in relation to the Product and any subsequent legal proceedings;
- exercising any right of subrogation by us;
- contacting you for any of the above purposes;
- other ancillary purposes which are directly related to the above purposes;
- complying with applicable laws, regulations or any industry codes or guidelines; and
- detecting and preventing fraud (whether or not relating to the policy issued in respect of this application).

The **voluntary purposes** for which your personal data may be used are any sales, marketing, promotion of other general insurance services and products provided by MSIG. The personal data we intend to use for voluntary purposes are your name, your address, your phone number and email address



If you do not wish MSIG to use your personal data for the voluntary purposes listed above, you should tick the box on the right and send us a copy of this Notice at the address listed below together with the required information which are necessary for us to process your opt-out request. You may also notify us by filling in the General enquiry form - Opt-out from direct marketing activities on our website at [msig.com.hk](http://msig.com.hk). In your notification, you must supply the same required information as listed below.

<b>To enable us to process your opt-out request, please provide us below information and send to: The Data Protection Officer at 9/F, 1111 King's Road, Taikoo Shing, Hong Kong.</b>	
<b>Full Name:</b>	
<b>Contact Number:</b>	
<b>HKID Number:</b>	<i>(for identification purpose)</i>
<b>Policy / Certificate / Acknowledgement Number (if you have one):</b>	
<b>NOTE: This instruction will override all previous instructions relating to direct marketing that have been given to MSIG.</b>	

In connection with any of the above purposes, the personal data that we have collected might be transferred to:

- third party agents, contractors and advisors who provide administrative, communications, computer, payment, security or other services which assist us to carry out the above purposes (including medical service providers, emergency assistance service providers, telemarketers, mailing houses, IT service providers and data processors);
- in the event of a claim, loss adjudicators, claims investigators and medical advisors;
- reinsurers and reinsurance brokers;
- your insurance broker;
- our legal and professional advisors;
- our related companies as defined in the Companies Ordinance;
- the Hong Kong Federation of Insurers (or any similar association of insurance companies) and its members;
- the Insurance Complaints Bureau and similar industry bodies; and
- government agencies and authorities as required or permitted by law;
- fraud prevention organizations;
- other insurance companies (whether directly or through fraud prevention organization or other persons named in this paragraph);
- the police; and
- databases or registers (and their operators) used by the insurance industry to analyse and check information provided against existing information.

In order to confirm the accuracy of your personal data, you agree to provide us with authorisation to access to and to verify any of your personal data with the information collected by any federation of insurance companies from the insurance industry.

Under the relevant laws and regulations, you have the right to request access to and to request correction of your personal data held by us. If you wish to exercise these rights, please write to our Data Protection Officer at 9/F, 1111 King's Road, Taikoo Shing, Hong Kong.

If you have any enquiries or require assistance with this Personal Information Collection Statement, please call us at (852) 3122 6922.

## 附錄：致各客戶有關個人資料（私隱）條例（“條例”）通知書

三井住友海上火災保險（香港）有限公司（下稱「三井住友保險」、「我們」或「本公司」）請您仔細閱讀下列條款與條件。如此聲明的英文版本與中文版本內容有歧異，將以英文版本為準。

### 私隱政策

三井住友保險極為重視您的私隱。為了保障您的個人資料，我們以有關法例及規例為準則，向公司內部傳達並執行我們定立之私隱及保障指引。三井住友保險採取預防措施以保障您的個人資料免遭受遺失、盜竊、誤用，以及在未經許可之情況下被取用、洩露、更改及破壞。此外，我們均不會出售您的個人資料給任何人。三井住友保險嚴格執行認可管制，只容許獲授權之職員在必需要的情況下，取用或處理您的個人資料。我們會向職員定期提供培訓，確保他們知悉任何有關私隱法律及規例的新發展。

我們只會在法律容許並必需用於業務及稅務用途之情況下，保留您的個人資料作為我們的業務記錄。我們會向以本公司之名義提供行政或其他服務之代理、承辦商或第三者，要求他們遵循本政策保護有可能收到的個人資料。本公司不會容許他們使用有關資料於任何其他目的。如您對我們的私隱政策有任何疑問，歡迎聯絡我們查詢。

我們可能不時修改此範本。修改後的範本可於本公司網頁 [msig.com.hk](http://msig.com.hk) 下載。您應定期查閱此範本所修改的內容。

### 個人資料收集聲明

個人資料是可以用作獨立識別或聯絡個別人士之數據。貴為我們的客戶，您須向我們不時供給與我們提供之一般保險服務及保單產品（下稱「保單」）相關的個人資料，讓我們可向您提供客戶服務及改善服務質素。當中包括但不限於您在申請表填寫或任何與保單有關之文件上或任何透過保單索償上所載之個人資料。

您的個人資料可被用於**強制性**或**自願性**用途。如個人資料是用於強制性用途，而您希望三井住友保險提供有關保單，則您必須向三井住友保險提供有關個人資料，否則三井住友保險將不能向您提供有關保單。

您的個人資料可被用於以下**強制性**之用途：

- 處理及審批您的保險申請或您將來提交的保險申請；
- 向您提供與保單及核保相關之日常運作及行政用途；
- 保單之更改、取消或續保用途；
- 發出繳交保費通知及向您收取保費及欠款；
- 評估及處理透過保單索償及任何繼後法律訴訟之用途；
- 由本公司行使代位權利之用途；
- 就以上用途聯絡您；
- 其他與上述用途有直接關係的附帶用途；
- 遵循適用法律、條例及業內守則及指引；及
- 偵測和防止欺詐行為（無論是否與就此申請而發出的保單有關）所需的目的。

而**自願性用途**則指任何三井住友保險提供的其他一般保險服務及保單產品之銷售、市場營銷及推廣。用作自願性用途之個人資料則為您的姓名、地址、電話號碼及電郵地址。





如您不欲 三井住友保險將您的個人資料用作上述自願性用途，您應於右列方格加上剔號並將此通告之副本連同您要求拒絕服務所必須提供的資料（詳情如下）郵寄至下列地址。您亦可填妥本公司網頁 [msig.com.hk](http://msig.com.hk) 的一般查詢表格 – 拒絕直銷活動。



為讓我們能夠處理您以上提出的拒絕服務之請求，請提供以下資料並寄至三井住友海上火災保險（香港）有限公司的資料保護主任：香港太古城英皇道 1111 號 9 樓。	
姓名：	
聯絡電話：	
香港身份證號碼：	(作識別之用)
保單號碼 / 證書編號 / 確認編號 (如適用)：	
附註:此拒絕服務要求將會取代您先前給予三井住友保險一切關於直接促銷的指示。	

就任何上述的用途，我們所收集的個人資料可能會被轉移至：

- 向我們提供行政、通訊、電腦、付款、保安及其他服務的第三方代理、承包商及顧問（包括：醫療服務供應商、緊急救援服務供應商、電話促銷商、郵寄及印刷服務商、資訊科技服務供應商及數據處理服務商）；
- 處理索賠個案的理賠師、理賠調查員及醫療顧問；
- 再保公司及再保經紀；
- 您的保險經紀；
- 我們的法律及專業業務顧問；
- 我們的關連公司（以《公司條例》內的定義為準）；
- 香港保險業聯會（或同類的保險公司聯會）及其會員；
- 保險投訴局及同類的保險業機構；
- 法例要求或許可的政府機關；
- 防欺詐組織；
- 其他保險公司（無論是直接地，或是通過防欺詐組織或本段中指名的其他人士）；
- 警察；及
- 保險業就現有資料而對所提供的資料作出分析和檢查的數據庫或登記冊（及其運營者）。

為了確保您的個人資料之準確性，您同意授權本公司查閱並核實任何由保險業界內保險公司聯會所收集有關您的個人資料。

根據有關法例及規例，您有權查閱及更正本公司所持的任何載有您的個人資料之記錄。如您欲行使以上權利，可以書面形式投寄至香港太古城英皇道 1111 號 9 樓三井住友海上火災保險（香港）有限公司，通知本公司的資料保護主任。

如您對此個人資料收集聲明有任何疑問或須協助，請致電(852) 3122 6922 與我們聯絡。