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redefining / standards

Policy

Smart*Care Optimum*

Policy coverage attaching to and forming part of Policy of Insurance

Welcome to your AXA General Insurance Hong Kong Limited **Smart***Care Optimum* Insurance Policy.

Your Policy consists of
- the proposal form
- the Policy wording in this jacket
- the Policy Schedule

Your Policy Schedule shows
- details of your cover
- the Period of Insurance
- the sums insured/monetary limits
- any special terms that may apply to your Policy

Following payment of the premium stated in the Policy Schedule, We will, in the event of Accident, Injury, Illness or loss happening during the Period of Insurance, provide insurance as described in the following pages for those sections You have chosen.

Please read this jacket together with your Policy Schedule to make sure You know what Cover is provided.

If You require more cover or different cover please consult your insurance agent or broker or AXA General Insurance Hong Kong Limited.

Important Notice

1. Before We provide Cover, You must fully and faithfully tell Us everything You know (or could reasonably be expected to know) that is relevant to our decision to give You the insurance, otherwise You may receive no benefit from your Policy.
2. The insurance Cover under this Policy is based on the information submitted to Us, as set out in the accompanying documents. Please read these documents carefully. If they contain any information that is incorrect, please notify Us immediately, otherwise You may receive no benefit in the event of a valid claim. If the information, which You subsequently provide Us, differs materially from the information set out in the form, We may offer Cover on different terms or decline it altogether. If We do not hear from You within 14 days from the date of issue of this Policy, We will take it that the information is complete and correct.
3. We give You a period of 14 days to review the Policy. If You then decide that this Policy does not suit your needs, You may return it to Us for cancellation. Provided that no claims have been made during this period, We shall then refund You the premium You paid Us.

Whereas the Insured Person by an application and declaration which shall be the basis of this Policy and is deemed to be incorporated herein has applied to AXA General Insurance Hong Kong Limited (hereinafter called the "Company") for the insurance hereinafter contained and has paid or agreed to pay the premium stated in the Policy Schedule as consideration for such insurance for the period stated therein. This Policy shall become effective on the date specified in the Policy Schedule and continue for the Period of Insurance specified, ending at 23:59 p.m. on the last date of Period of Insurance.

Now this Policy of Insurance witnesses that if during the Period of Insurance, any Disease, Illness, Sickness, Accident or Injury necessitates the Insured Person(s) to be confined to a Hospital as an Inpatient or for Day Surgery, the Company will subject to the terms, provisions, exclusions and conditions of and endorsed on this Policy, pay to the Insured Person or his/her legal personal representatives the sum or sums stated in the Benefit Schedule.

Provided always that

(a) The liability of the Company shall not exceed the Overall Annual Limit/Plan Level Limit as set out in the Benefit Schedule for any one Period of Insurance.

(b) The Policy shall become effective as of the date stated in the Policy Schedule. This Policy shall be issued for one year and at the end of each Period of Insurance may be renewed for another year in accordance with the Policy Conditions.

Definitions

These terms, wherever used in this Policy, are defined as follows:

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

Benefit Schedule/ Schedule of Benefits refers to the benefit table incorporated in this Policy.

Chinese Herbalist/ Bonesetter/ Acupuncturist shall mean a person who have obtained a legal business registration certificate in the geographical area of practice, or a person who have been entered on the list of listed Chinese Medicine Practitioners maintained by the Chinese Medicine Practitioners Board of the Chinese Medicine Council of Hong Kong if he/she practices in Hong Kong Special Administrative Region.

Company/We/Us shall refer to AXA General Insurance Hong Kong Limited.

Confinement shall mean confinement in a Hospital as a result of a Medically Necessary condition and recommended by a Registered Medical Practitioner. Insured Person must stay in the Hospital for the entire period of confinement and Room and Board charges must be incurred.

Congenital Condition refers to congenital anomalies as well as neo-natal physical abnormalities developing within six (6) months of birth.

Cover refers to insurance cover in accordance with the terms of this Policy, as applicable to each Insured Person.

Day Surgery refers to the use of a recovery facility by an Insured Person on being admitted to a Hospital or clinic for a surgical procedure (but not for an overnight stay).

Dependent(s) shall mean any of the following persons:
(a) legal spouse
(b) unmarried child aged between fifteen (15) days and seventeen (17) years old (inclusive), or aged between eighteen (18) and twenty-two (22) years old (inclusive) if he/she is still on full-time higher education

Developmental Condition shall mean disorder in which there is a delay in development compared to what is expected at the given age level or stage of development. This impairment or disability originates before the age of eighteen (18), may be expected to continue indefinitely, and constitutes a substantial impairment. Biological and non-biological factors are involved in this disorder.

Disability shall mean all medical conditions resulting from Disease, Illness, Sickness, Accident or Injury arising from the same cause, including any and all complications arising therefrom or closely related thereto, except that after ninety (90) days following the latest discharge from Hospital or the last Treatment at the Doctor office whichever is the later any subsequent Disability from the same cause shall be considered as a new Disability.

Disease/Illness/ Sickness shall mean a physical condition marked by a pathological deviation from the normal healthy state.

Doctor/Physician/ Surgeon/ Anaesthetist/ Specialist/Dentist shall mean a medical practitioner qualified by a medical degree and duly licensed or registered to practice western medicine and who, in rendering such Treatment, is practicing within the scope of his/her licensing and training in the geographical area of practice.

Hereditary Condition shall mean medical conditions genetically transmitted from parent to offspring.

Hospital shall mean an establishment duly constituted and registered subject to the applicable national laws and regulations as a Hospital for the care and Treatment of sick and injured persons, and which
(a) has organized facilities for diagnosis, Treatment and major Surgery;
(b) provides twenty-four (24) hours a day nursing services by Qualified Nurses;
(c) is under the supervision of a Physician; and
(d) is not primarily a clinic, a place for custodial care for alcoholics or drug addicts, a place primarily for rehabilitation or for extended care for the elderly or for the chronically ill, a nursing or rest or convalescent home or a home for the aged or similar establishment.

Injury	shall mean bodily injury caused solely and directly by an Accident.
Inpatient	shall mean a person who admits overnight into a Hospital in order to receive Treatment.
Insured/Insured Person/Member	shall mean the person/persons being insured under this Policy and described in the Policy Schedule.
Intensive Care Unit (ICU)	shall mean a section within a Hospital which is designated as an Intensive Care Unit by the Hospital and which is maintained on a twenty-four (24) hour basis solely for Treatment of patients in critical condition and is equipped to provide special nursing and medical services not available elsewhere in the Hospital.
Medically Necessary	shall mean the necessity to have medical service which: (a) require the medical expertise of the medical practitioner; (b) is consistent with the diagnosis and customary medical Treatment for the condition; (c) is rendered in a reasonably cost-effective manner; (d) is not rendered primarily for diagnostic tests, diagnostic scanning purpose, imaging examination, laboratory tests or physiotherapy without medical Treatment.
Outpatient	refers to an Insured Person who receives Treatment at a recognized medical facility, but is not admitted to a Hospital bed as an Inpatient or Day-Surgery.
Period of Insurance	refers to the period for which the Policy is effective as stated in the Policy Schedule.
Physiotherapist/ Chiropractor	shall mean a person who is qualified and duly licensed or registered in practicing within the scope of his/her licensing and training in the geographical area of practice.
Policy	means this **Smart***Care Optimum* Insurance Policy the Schedule and any memoranda and endorsements contained herein or endorsed hereon which shall be read together as one document and any word or expression to which a specific meaning has been assigned shall bear such meaning throughout.
Policyholder	refers to the owner of the Policy and who is the primary Insured Person as specified in the Policy Schedule.
Policy Schedule	refers to the Schedule attached to and incorporated in the Policy of insurance.
Pre-Existing Conditions	shall mean any medical condition which has been diagnosed, or has required medical Treatment, or commenced or presented signs or symptoms of which the Insured Person was aware or should reasonably have been aware of prior to the effective date of this insurance Policy, irrespective of whether Treatment was actually received.
Qualified Nurse	shall mean nurse (other than the Insured Person himself/ herself, his/her relatives, families and business partners) legally qualified in Hong Kong Special Administrative Region or any other place where medical expenses are incurred to render nursing services for the patient and having qualifications at least equivalent to those of a nurse registered or enrolled pursuant to the Nurses Registration Ordinance of Hong Kong and "nursing" shall be construed accordingly.
Reasonable and Customary Charges	shall mean charges for medical care which shall be considered by the Company or its medical advisers to be Reasonable and Customary to the extent that they do not exceed the general level of charges being made by others of similar standing in Hong Kong Special Administrative Region, when furnishing like or comparable Treatment, services or supplies to individuals of the same sex and of comparable age for a similar Disease, Illness, Sickness, Accident or Injury and which in accordance with accepted medical standards, could not have been omitted without adversely affecting the Insured Person's medical condition. Any scales of charges which may be agreed from time to time between the Company and Hospitals and Physicians shall also be indicative of such Reasonable and Customary Charges. The Company accepts the Schedule of Fees provided by the Hong Kong Medical Insurance Association as Reasonable and Customary scale.
Surgery	shall mean any invasive surgical intervention not otherwise excluded by this Policy.
Treatment	shall mean Surgery or medical procedures for the sole purpose of cure or relief of Disease, Illness, Sickness, Accident or Injury and being carried out by a registered western medical practitioner (other than for diagnostic procedures).
You	refers to the Policyholder shown in the Policy Schedule who is the owner of this Policy.

Eligibility and Scope

Purpose of the Policy

The purpose of the **Smart***Care Optimum* Insurance Plan is to provide the Insured Person with Cover of medical Treatment, subject to the terms and conditions of the Contract, to cure or actively and substantially relieve medical conditions of Disease, Illness, Sickness, Accident or Injury following referral from the Insured Person's attending Physician.

Persons Eligible

Persons eligible to be covered under this Policy must be:

(a) Persons who legally reside in Hong Kong Special Administrative Region with Hong Kong Identity Card.

(b) Aged between fifteen (15) days and sixty-four (64) years old (inclusive) on the date of first time registration under the Policy.

Addition of Insured Persons

Dependents of the Policyholder who are eligible, may be included as an Insured Person under this Policy at the time of policy anniversary if:

(a) the Policyholder requests such inclusion; and

(b) the Dependents are eligible to be insured in accordance with the terms and standards of acceptance of the Company; and

(c) the Dependents are legally reside in Hong Kong Special Administration Region with Hong Kong Identity Card; and

(d) the required additional premium is paid.

Cover for Dependents will only commences on the date on which the Company determines that the above conditions have been met.

Succeeding Policyholder

In the event of the death of the Policyholder while this Policy is in force, the Policyholder's legal spouse, provided he/she is an Insured Person under this Policy, shall automatically become the Policyholder and all references in this Policy to the Policyholder shall thereafter mean such spouse.

Family Cover

All family members of the Policyholder, if Insured, must be on the same plan.

Geographical Scope

This Policy covers an Insured Person in Hong Kong Special Administrative Region and also covers an Insured Person while outside Hong Kong Special Administrative Region for periods not exceeding ninety (90) consecutive days at a time subject always to the limits specified in the Benefit Schedule. The Company will pay an amount up to the Reasonable and Customary Charges for equivalent Treatment in Hong Kong Special Administrative Region.

Policy Conditions

This Policy and the Policy Schedule shall be read together as one contract and any words or expressions to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

Notice

Every notice or communication to the Company shall be in writing and sent to the Company. No alterations in the terms of this Policy, or any endorsement thereon, will be held valid unless the same is signed by an authorized representative of the Company.

Condition Precedent to Liability

The truth of any statement or declaration made by an Insured Person and the due observance and the fulfilment of the terms, provisions and conditions of this Policy by the Insured Person and in so far as they relate to anything to be done, or complied with, by the Insured Person shall be conditions precedent to any liability of the Company. The costs of obtaining any information reasonably required by the Company for verification shall be borne by the Policyholder.

Misrepresentation/Fraud/Non-disclosure

If the proposal or declaration of the Insured Person is untrue in any respect, or if any material fact affecting the risk are not disclosed or incorrectly stated herein or omitted therefrom, or if this insurance, or any renewal thereof shall have been obtained through any misstatement, misrepresentation or non-disclosure 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.

Misstatement of Age

If the age of the Insured Person has been misstated and the premium paid as a result thereof is insufficient, any claim payable under this Policy shall be prorated based on the ratio of the actual premium paid to the correct premium which should have been charged for the year. Any excess premium, which may have been paid as a result of such misstatement of age, shall be refunded without interest. If at the correct age, the Insured Person would not have been eligible for cover under this Policy, no benefit shall be payable.

Deductible

The Policyholder can choose one of the deductible options under Hospitalization Benefits, in return a reduction of premium in respect of the deductible level will be allowed. The deductible amount specified in the Policy Schedule is the total amount of money that each Insured Person agrees to bear for each Period of Insurance before any benefits are payable as reimbursement under the Policy.

Reimbursement will be paid following the Company's approval of the expenses as being covered by the Policy, after proof of incurred expenses is provided to the Company. Even if the value of the claim is less than the deductible or remaining deductible, the Insured Person may still require to submit the claim to the Company within (90) days after the date of such loss as the claim will count towards the Insured Person's deductible. The Insured Person will receive a claim statement showing how much has been counted towards the Insured Person's deductible and how much has been paid.

Once the covered expenses have exceeded the deductible amount as specified in the Policy Schedule, the Company will reimburse the remaining amount of expenses.

The Policyholder may change the level of deductible upon every renewal of the Policy subject to acceptance by the Company. No mid-term amendment or multiple switch of deductible during the same Period of Insurance is allowed.

Renewal

The Policy is in effect subject to the conditions contained herein for an initial period of one (1) year from the effective date. At each policy anniversary, the Policyholder may renew the Policy on an annual basis by paying the premium in advance at the time of renewal.

By guarantee renewal, the Company guaranteed that the claims experience or history of a particular Insured Person would not result in having his/her policy renewal rejected or not invited by the Company. However, We reserve our right to review the premium rates, benefits, terms and conditions upon each policy renewal, provided always that such revisions to the policy applies to all policyholders under the same policy plan and upon their renewal.

Premium change on the basis of the age of the Insured Person shall not be considered as a review as referred to above.

Change in Benefits

An application for change of benefits to a different plan can only be made upon annual renewal and is subject to acceptance by the Company at that time.

Co-ordination of Benefits

Any Treatment in respect of same Disease, Illness, Sickness, Accident or Injury for which compensation is payable under any government law or under the Employees' Compensation Ordinance, or for which benefits are payable under any other group or individual insurance policy, the Insured Person has to claim any compensation provided by such laws or other policies first before seeking any further reimbursement from the Company.

If the Insured Person effects any other policies which carry similar provision as mentioned in the above paragraph, the Company shall not be liable for a greater proportion of such Disease, Illness, Sickness, Accident or Injury than the amount applicable hereto under this Policy bears to the total amount of all valid insurance covering such Disease, Illness, Sickness, Accident or Injury.

Co-operation

As a condition precedent to the Company's liability, the Insured or his/her representatives, upon making a claim, shall co-operate fully with the Company and its medical advisers and will fully and faithfully disclose all material facts and matters which the Insured Person knows or ought to know and will upon request execute any document to empower the Company to obtain relevant information from any Doctor or Hospital or other source.

The Company may appoint independent administrators or an Emergency Assistance Centre to settle claims on its behalf. Consequently all rights reserved by the Company in respect of claim procedure equally apply to such third parties acting on the Company's behalf.

Notification & Proof of Loss

Written notice of Disease, Illness, Sickness, Accident or Injury on which claim may be based and which is covered by this Policy must be given to the Company or its appointed representatives immediately after the occurrence or commencement.

Written proof of loss covering the occurrence, character and extent of loss, including original receipts and itemized bills together with a fully completed claim form supplied by the Company at the Insured Person's expenses.

All medical claims submitted e.g. doctors consultation fees, Hospital bills, medical costs including but not limited to "undertaking of surgical fees" assumed by the Insured Person under an agreement with any third party without the prior notice and/or written consent of the Company does not constitute any admission of liability by the Company.

If the supporting documents of a claim are in a language other than Chinese or English, the Insured Person must undertake to obtain a certified translation of the documents in Chinese or English before the claim is submitted to the Company for processing.

Claims Procedures

The Insured Person shall submit written notice and all proof of loss documents to the Company within ninety (90) days immediately after the date of such loss including a completed claim form duly signed by an attending Physician, all original bills and receipts, which stating full particulars of such event, as date of Treatment, name of patient and medical attendant as well as a specific Treatment or services rendered.

The Company may in the case of any claim require the submission at the expense of the claimant of information, certificates, evidence, medical reports and other data or materials, reasonably required by the Company.

The Company shall not accept liability for any claim if the required information is received by the Company after four (4) weeks from the issue date of any written request(s) from the Company requesting such further information, unless otherwise agreed and approved by the Company.

Failure to comply within the time required in these rules shall invalidate the claim whereby no benefit shall be payable.

All benefits shall be payable in Hong Kong dollars.

Examination

The Company shall have the right and opportunity through its medical representatives to examine the Insured Person whenever and as often as it may reasonably require within the duration of any claim. In addition, the Company shall have the right to require a post mortem examination, where this is not forbidden by law.

Cancellation

(a) Policyholder may apply for termination of coverage of any Insured Person, or of the Policy by giving at least seven (7) days' written notice to the Company, and provided that no claims have been made by such Insured Person(s) during the current policy year, the Policyholder shall be entitled to a refund of the premium as follow:

Insured Period	Refund on Premium Paid
Not exceeding 2 months	**60%**
Not exceeding 3 months	**50%**
Not exceeding 4 months	**40%**
Not exceeding 6 months	**25%**
More than 6 months	**Nil**

(b) The Company shall have the right to terminate the Insured Person's Benefits or the Policy, or to revise the terms and conditions of the Policy if the Insured Person failed to act in utmost good faith. The Company will give the Policyholder at least seven (7) days' written notice of such termination or revision. For termination, the Policyholder shall be entitled to a pro-rata refund of the premium.

Automatic Termination

The insurance shall automatically terminate on the earliest happening of the following events:

(a) on death of the Insured Person for policy covering only such Insured Person; or

(b) on cancellation by the Policyholder or by the Company; or

(c) if the payment is not received by the Company on or before any premium due date during a Policy year; or

(d) if Insured Person is no longer eligible for cover; or

(e) if the Company decides to terminate the **Smart***Care Optimum* Insurance Plan.

Applicable Law

This Policy, and all rights, obligations and liabilities arising hereunder, shall be construed, determined and enforced in accordance with the laws of Hong Kong Special Administrative Region and the courts of Hong Kong Special Administrative Region shall have exclusive jurisdiction hereto.

Legal Proceedings

No action at law or in equity shall be brought to recover on this Policy prior to expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirement of this Policy. If the Insured Person shall fail to supply the requisite proof of loss as stipulated by the terms, provisions and conditions of the Policy, the Insured Person may, within a grace period of one (1) calendar year from the time that the written proof of loss to be furnished, submit the relevant proof of loss to the Company with cogent reason(s) for the failure to comply with Policy terms, provisions and conditions. The acceptance of such proof of loss shall be at sole and entire discretion of the Company. After such grace period has expired, the Company will not accept for any reason whatsoever, such written proof of loss.

Arbitration

All differences arising out of this Policy shall be referred to an Arbitrator who shall be appointed in writing by the parties in difference. In the event they are unable to agree on who is to be the Arbitrator within one (1) month of being required in writing to do so then both parties shall be entitled to appoint an Arbitrator each who shall proceed to hear the differences together with an Umpire to be appointed by both Arbitrators. However this is provided that any disclaimer of liability by the Company for any claim hereunder must be referred to an Arbitrator within twelve (12) calendar months from the date of such disclaimer.

Alterations

The Company reserves the right to amend terms and provisions of this Policy, and such amendment will be applicable from the next renewal of this Policy. No alteration to this Policy shall be valid unless authorised by the Company and such approval is endorsed thereon.

Exchange Rates

In the event of Hospitalization outside Hong Kong Special Administrative Region, bills rendered in terms of currency other than Hong Kong Dollars shall be payable on the basis of the quoted exchange rate as determined by the Company and in effect on the date of discharge from Hospital of the Insured Person.

Description of Benefits

Important Notice

The Benefits described below may be subject to maximum limits or to a deductible. Please check the Benefit Schedule for details. Benefits are payable only if the insured Disability affects an Insured Person while he/she is covered under this Policy. If an insured Disability occurs or commences while an Insured Person is covered, but continues or extends beyond the period of cover, We will only pay Benefits pertaining to the period while the Insured Person was covered.

Benefits are payable in respect of medical service which is Medically Necessary. We will pay an amount equivalent to the actual charges incurred, or the Reasonable and Customary Charges, or the maximum limit specified in the Benefit Schedule, whichever is the lowest.

Overall Annual Limit/Plan Level Limit

Benefits payable in this Policy during the Period of Insurance shall be limited to the Overall Annual Limit/Plan Level Limit as stated in the Benefit Schedule per Insured Person.

In the event of the Overall Annual Limit/Plan Level Limit having been fully paid, all insurance for the Insured Person hereunder shall immediately cease to be in force until such time as the policy is renewed.

Basic Cover - Hospitalization Benefits

Day Surgery, if eligible, shall be paid under the Hospitalization Benefits.

Overseas cover for medical expenses incurred outside Hong Kong Special Administrative Region is subject to an overall annual limit as indicated in the Benefit Schedule.

If an Insured Person is confined to a higher level of Hospital facilities and services than that he/she is entitled to under this Policy, the Company will adjust the amount of benefit payable per item 1 to 15 in this Hospitalization Benefits Section by multiplying the respective adjustment factor as below:

Entitled Level	Confined Level	Adjustment Factor
Private	Suite/VIP/Deluxe	Daily rate of Private room of the Hospital divided by the actual daily rate incurred
Semi-Private	Suite/VIP/Deluxe/Private	Daily rate of Semi-Private room of the Hospital divided by the actual daily rate incurred

1. **Daily Room and Board**
   Reimbursement of charges for room accommodation, meals and general nursing services for the Insured Person. The amount of the benefit shall be equal to the actual charges made by the Hospital during the Insured Person's Confinement. The Insured Person will only be entitled to this benefit for the period confined in a Hospital as an Inpatient. The payment is subject to maximum amount as indicated in the Benefit Schedule.
2. **In-Hospital Doctor's Visit**
   Reimbursement of fees charged by the attending Physician for daily bedside visits to the Insured Person during Confinement in a Hospital. The Company shall pay to the Insured Person an amount equal to the charges made by the Physician for visits limited to the maximum amount as indicated in the Benefit Schedule.
3. **Hospital Expenses**
   Reimbursement for nursing and charges for Medically Necessary ancillary services and consumable items which relate directly to the Treatment which the Insured Person receives Treatment as an Inpatient or for Day Surgery.
4. **In-Hospital Specialist's Consultation**
   Reimbursement of fees charged by the attending Specialist as recommended by the attending Physician for daily bedside visits to the Insured Person during Confinement in a Hospital. The Company shall pay to the Insured Person an amount equal to the charges made by the Specialist for visits limited to the maximum amount as indicated in the Benefit Schedule.
5. **Surgeon's Fees**
   Reimbursement of charges for the operation by the Surgeon within the maximum amount as indicated in the Benefit Schedule. If more than one operation is performed for any one Disability, the total payment for all the operations performed shall not exceed the maximum amount as indicated in the Benefit Schedule. If two or more operations are performed at the same time for unrelated Disabilities, full payment will be made for all eligible claims subject to maximum amount as indicated in the Benefit Schedule.
6. **Anaesthetist's Fees**
   Reimbursement of charges for the supply and administration of anaesthesia for a surgical operation performed and within the maximum amount as indicated in the Benefit Schedule. If two or more operations are performed at the same time for unrelated Disabilities, full payment will be made for all eligible claims subject to maximum amount as indicated in the Benefit Schedule.
7. **Operating Theatre Fees**
   Reimbursement of charges for usage of an Operating Theatre, Treatment room and Materials for the Surgery and within the maximum amount as indicated in the Benefit Schedule. If two or more operations are performed at the same time for unrelated Disabilities, full payment will be made for all eligible claims subject to maximum amount as indicated in the Benefit Schedule.
8. **Prescription Drugs**
   Reimbursement for drugs prescribed which are Medically Necessary and directly in connection with Insured Person's Disability. Only the costs of drugs used for the Treatment of the Disability are covered. Drugs prescribed for use beyond fourteen (14) days after discharge from the Hospital shall not be reimbursed.
9. **Organ Transplantation**
   The Company shall pay the cost of operations for heart, kidney, liver, or bone marrow transplantation. The entire costs incurred to perform an organ transplant including Daily Room and Board, Intensive Care Unit, Hospital Expenses, Surgeon's Fees, Anaesthetist's Fees, Operating Theatre Fees, In-Hospital Doctor's Visit and In-Hospital Specialist's Consultation charges whilst an Insured Person in a Hospital. All the other costs including the cost of acquisition and transportation of the organ are not covered. In no event shall the benefit exceed the maximum amount for a year as indicated in the Benefit Schedule.
10. **Parent Accommodation**
    The Company shall pay the bed charges of one parent to accompany Insured child (aged below twelve (12) years old in the same room, up to sixty (60) days for a Disability. This benefit is paid from the Insured child's Plan Level Limit.
11. **Psychiatric Treatment**
    The Company shall pay the charges for psychiatric Treatment (for a mental Illness or nervous disorders) received by an Insured Person provided that the primary purpose of being an Inpatient is to receive the Psychiatric Treatment. The payment is subject to the maximum amount as indicated in the Benefit Schedule. In no event shall the benefit exceed the maximum number of days per policy year as indicated in the Benefit Schedule.
12. **Intensive Care Unit (ICU)**
    Reimbursement of charges incurred during Confinement as an Inpatient in the Intensive Care Unit of the Hospital. This benefit shall be payable equal to the actual charges made by the Hospital subject to the maximum benefit and maximum number of days per Disability as indicated in the Benefit Schedule. Where the period of Confinement in an Intensive Care Unit exceeds the maximum as indicated in the Benefit Schedule, reimbursement will be restricted to the standard Daily Room and Board rate.
    For the avoidance of doubt, the Insured Person may only receive the maximum daily benefit for either Intensive Care Unit or Daily Room and Board but in no circumstances may the Insured Person receive more than the maximum daily benefit for Intensive Care Unit as indicated in the Benefit Schedule.
13. **In-Hospital Physiotherapy**
    Reimbursement of charges for In-hospital Physiotherapy that relates directly to the Disability and is Medically Necessary for which the Insured Person receives Treatment as an Inpatient.
14. **Artificial Prosthesis**
    Reimbursement of charges of the expenses for purchase of standard prosthesis for shoulder, arm, hand, leg, foot and eye; or for insertion of pacemaker and stent that related to the Disease, Illness, Sickness, Accident or Injury as recommended by the attending Specialist and subject to prior consent from the Company has been obtained. In no event shall the benefit exceed the maximum amount for a year as indicated in the Benefit Schedule.
15. **Accidental Dental Treatment**
    Reimbursement of charges for the dental Treatment as a result of Accident up to the maximum amount as indicated in the Benefit Schedule.
16. **Pre-Hospitalization Treatment**
    Reimbursement of charges for the consultation by a Physician resulted in a Hospital Confinement or Day Surgery. This benefit shall not exceed one visit per Disability as indicated in the Benefit Schedule.
17. **Post-Hospitalization Treatment**
    Reimbursement of charges incurred in follow-up Treatment for consultation, prescribed medication and diagnostic tests (as recommended by a Physician in writing) by the attending In-hospital Physician or a Physician, within forty-two (42) days immediately following discharge from Hospital, provided that such Treatment is directly related to and a result of the Disability arising from the same cause (including any and all complications therefrom) necessitating such Hospital Confinement.
18. **Home Nursing**
    Reimbursement of charges incurred for the services of a Qualified Nurse attending in the Insured Person's home immediately following discharge from Hospital, provided that such home attendance is under the direction of a Physician or Specialist. In no event shall the benefit exceed the maximum amount per day and the maximum number of days per Disability as indicated in the Benefit Schedule.
19. **Hospital Cash**
    A daily cash benefit shall be paid for the period of Confinement when an Insured Person being a permanent resident of Hong Kong Special Administrative Region is confined at a public ward accommodation in Government Hospital of Hong Kong Special Administrative Region for Treatment of Disease, Illness, Sickness, Accident or Injury up to the maximum amount per day and the maximum number of days per Disability as indicated in the Benefit Schedule subject to the condition that any other Hospital and Surgeon expenses so incurred during the period of Confinement shall not be reimbursed.
20. **Outpatient Kidney Dialysis**
    Reimbursement of charges incurred for Treatment requiring machines or apparatus for providing kidney dialysis provided the Policy is in force but in no event shall the benefit exceed the maximum amount per year as indicated in the Benefit Schedule. The Treatment must be performed at a legally registered dialysis centre or a unit or department of Hospital or Clinic managed by qualified Nephrologist(s).
21. **Outpatient Cancer Treatment**
    Reimbursement of charges incurred for Cancer Treatment of chemotherapy or radiotherapy including consultation, prescribed medication and diagnostic tests by the Physician provided the Policy is in force but in no event shall the benefit exceed the maximum amount per year as indicated in the Benefit Schedule. The Treatment must be performed at a legally registered Cancer Treatment centre or a unit or department of Hospital or Clinic managed by qualified Oncologist(s).

Optional Cover - Outpatient Benefits

Items 1 to 4 in this Outpatient Benefits Section are subject to maximum one visit per day.

Please note that all post-hospitalization treatments for Clinical Consultation, Specialist Consultation, X-Ray, Laboratory Expenses, Prescribed Drugs and Medicine within forty-two (42) days immediately after discharge from Hospital will not be reimbursed under "Optional Cover – Outpatient Benefits". Subject to all terms and conditions therein, expenses for such post-hospitalization treatments will be reimbursed under "Basic Cover – Hospitalization Benefits – Post-Hospitalization Treatment".

1. **Clinical Consultation**
   Reimbursement of charges for Treatment or services rendered by a Physician as a result of Disease, Illness, Sickness, Accident or Injury up to the maximum amount as indicated in the Benefit Schedule.
2. **Specialist Consultation**
   Reimbursement of charges for Treatment or services rendered by a Specialist as a result of Disease, Illness, Sickness, Accident or Injury up to the maximum amount as indicated in the Benefit Schedule.
3. **Physiotherapy/Chiropractic Treatment**
   Reimbursement of charges for Treatment or services rendered by a Physiotherapist/Chiropractor, as recommended by a Physician in writing, as a result of Disease, Illness, Sickness, Accident or Injury up to the maximum amount as indicated in the Benefit Schedule. The Company shall make reimbursement for such expenses up to the percentage of reimbursement as indicated in the Benefit Schedule. In no event shall the benefit exceed the number of visits per year as indicated in the Benefit Schedule.
4. **Chinese Herbalist, Bonesetter & Acupuncture Treatment**
   The Company shall reimburse an Insured Person the usual charges for Treatment or Services rendered by a Chinese Herbalist/Bonesetter/Acupuncturist as a result of Disease, Illness, Sickness, Accident or Injury up to the maximum amount per visit as indicated in the Benefit Schedule. The Company shall make reimbursement for such expenses up to the percentage of reimbursement as indicated in the Benefit Schedule. In no event shall the benefit exceed the maximum amount per day and the number of visits per year as indicated in the Benefit Schedule.
5. **X-Ray & Laboratory Expenses**
   Reimbursement of charges for Outpatient X-ray & laboratory examinations, as recommended by a Physician in writing, as a result of Disease, Illness, Sickness, Accident or Injury up to the maximum amount as indicated in the Benefit Schedule.
6. **Prescribed Drugs & Medicine (all legitimate sources)**
   Reimbursement of the cost of Medically Necessary western medicine and drugs prescribed on a written basis by the attending Physician and purchased from a pharmacy or dispensary or at the doctor's clinic on account of Disease, Illness, Sickness, Accident or Injury up to the maximum amount as indicated in the Benefit Schedule.

Optional Cover - Dental Benefits

1. **Dental Treatment**
   The Company shall reimburse an Insured Person the usual charges incurred for Treatment (except for denture) provided by a Dentist up to the maximum amount as specified in the Benefit Schedule.
2. **Preventive & Oral Examination**
   If an Insured Person incurred expenses for oral examination, prophylaxis which includes scaling and polishing by a Dentist, the Company shall make reimbursement for such expenses up to the maximum amount per visit as indicated in the Benefit Schedule. In no event shall the benefit exceed the number of visits per year as indicated in the Benefit Schedule.
3. **Dentures**
   The Company shall reimburse an Insured Person the usual charges incurred for Denture which for replacing of missing natural teeth and other tissues by artificial appliances up to the maximum amount per tooth as indicated in the Benefit Schedule.

TERMS FOR COVERAGE OF PRE-EXISTING DENTAL CONDITIONS

After Policy renewal, the following terms for coverage of Pre-existing Dental Conditions shall apply:

(a) From the second policy year onwards and provided that the dental cover has been in force continuously for one full year, the following treatments are entitled to reimbursement up to a maximum of $6,000 annually per Insured Person with the aggregate total of all Dental Benefits per Insured Person payable annually not exceeding the amount specified in the Benefit Schedule: fillings build-ups, posts, cores, extractions with the exception of wisdom teeth.

(b) From the fourth policy year onwards and provided that the dental cover has been in force continuously for three full years from the first policy year, the following treatments and apparatus are entitled to reimbursement up to a maximum of $6,000 annually per Insured Person with the aggregate total of all Dental Benefits per Insured Person payable annually not exceeding the amount specified in the Benefit Schedule: fillings, build-ups, posts, cores, extractions with the exception of wisdom teeth, crowns, inlays, onlays, bridges, dentures, deep cleaning, root planning, root canal Treatment, periodontal Treatment, replacement of missing teeth, restorative Treatment and repair of old crowns, bridges, dentures.

(c) From the sixth policy year onwards and provided that the dental cover has been in force continually for five full years from the first policy year, all Pre-existing Dental Conditions will be fully covered up to the limit specified in the Benefit Schedule.

DENTAL - DEFINITIONS

Pre-existing Dental Conditions:

A pre-existing dental condition is a dental health problem such as, but not limited to, the following:

(a) Teeth missing since before the effective date of coverage.

(b) Teeth lost, extracted or damaged, etc. as a result of a condition which existed before the effective date of coverage.

(c) Any condition requiring Treatment such as fillings, crowns, bridges, dentures, posts, build-ups, inlays, onlays, restorative Treatment as a result of an Accident which occurred before the effective date of coverage, or as a result of a process of deterioration which started before the effective date of coverage, even if the condition had not manifested itself by that date.

(d) Any condition requiring deep-cleaning, root planning, periodontal maintenance, Treatment, etc. as a result of a process which started before the effective date of coverage, even if the condition had not manifested itself by that date.

(e) Any condition requiring dental or oral surgery as a result of an Accident which occurred before the effective date of coverage, or as a result of a process of deterioration which started before the effective date of coverage, even if the condition had not manifested itself by that date.

Registered Dentist:

A Registered Dentist authorized in the geographical area of his/her practice to render dental services.

DENTAL - EXCLUSIONS

No benefits shall be paid for the following services, products or conditions for Dental Benefits:

(a) Pre-existing Dental Conditions as defined hereinabove.

(b) Dental procedure not initiated and completed while insured for Dental Benefits under this provision.

(c) Services or materials for orthodontics, cosmetic purposes, or repair of congenital malformation solely for cosmetic purposes.

(d) Expenses incurred for oral hygiene instructions, plaque control programs and dietary instructions.

(e) Preventive purpose that shall not incident to provide direct Treatment.

General Exclusions

1. This Policy shall not cover situations listed below and any medical conditions arising therefrom:
   (a) Pre-Existing Conditions.
   (b) Outpatient Treatment except as specified in the Benefit Schedule as being covered by the Policy.
   (c) Pregnancy including childbirth, abortion, miscarriage and all complications arising therefrom.
   (d) Any surgical, mechanical or chemical contraceptive methods of birth control, investigations into and Treatment of infertility, assisted reproduction, sterilisation (or its reversal) or any consequence of any Treatment for them.
   (e) Routine physical examinations, health check-ups, eye tests or any other tests where there is no objective indication of impairment of normal health or any Treatment of a preventive nature including vaccinations, or any Treatment which is not Medically Necessary.
   (f) Hospitalization primarily for diagnostic scanning purpose, X-ray examinations, general physical or medical check up.
   (g) Congenital Condition, Developmental Condition, Hereditary Condition or Disease of any and all kinds including medical abnormalities existing at the time of birth, or neo-natal abnormalities developed within six (6) months of birth.
   (h) Non-Hospital nursing care or ambulatory care, rest cures or sanitaria care.
   (i) Disease or Illness directly or indirectly arising from Acquired Immune Deficiency Syndrome (AIDS), any AIDS related condition, or infection by Human Immune-Deficiency Virus (HIV).
   (j) Sexually transmitted Diseases, Treatment of impotence or any consequence of it or any attributable to sex change.
   (k) Suicide or attempted suicide, self-inflicted injuries or any attempt threat while sane or insane.
   (l) Dental care and its related Treatment except as specified in the Benefit Schedule as being covered by the Policy, or as necessitated by Accidental bodily Injury to sound natural teeth requiring the services of a maxillofacial Surgeon.
   (m) Cosmetic or plastic surgery, circumcision unless Medically Necessary, refractive errors of the eyes, provision of any appliances, any equipment and implants including hearing aids, brace, crutch, wheelchair, spectacle or other similar kinds.
   (n) Disease, Illness or Injury arising from racing of any kind (except on foot) of professional sports or where the Insured Person would or could earn income or remuneration from engaging in such sport and violation or any attempt of violation of the law or resistance to lawful arrest.
   (o) Flying or other aerial activity except as a fare-paying passenger in a fully licensed aircraft operated by a licensed commercial air carrier or recognised charter company.

(p) Treatment arising from any consequence (whether direct or indirect) of nuclear or chemical contamination, war, invasion, losses by terrorist acts using chemical or biological substances, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, riot, strike and civil commotion, insurrection or military or usurped power, or active duty in any of the armed forces.

(q) Benefits payable under any legislation or corresponding insurance cover relating to occupational death, Disease, Illness or Injury.

(r) The use, or any Treatment arising therefrom, of any drugs not licensed by an official governmental control agency of the country in which the drug is given, or drugs used in any circumstances other than in accordance with their licensed indications.

(s) Experimental medical Treatment.

(t) Removal of fat or surplus tissue from any part of the body whether or not it is needed for medical or psychological reasons, Treatment of obesity, weight reduction or weight improvement, smoking cessation and Sleep Apnoea.

(u) Charges for telephone, television, radio, newspaper, guests' meals and other ineligible non-medical items whilst confined as an Inpatient or Day Surgery.

(v) Treatment arising from geriatric, psycho-geriatric, psychiatric conditions, mental illness and nervous disorders except as specified in the Benefit Schedule as being covered by the Policy.

(w) Treatment of alcohol dependence syndrome or drug addiction.

2. Sanctions Country Clause

The Company and other service providers will not provide cover or pay claims under this policy if doing so would expose the Company or the service provider to a breach of international economic sanctions, laws or regulations, including but not limited to those provided for by the European Union, United Kingdom, United States of America or under a United Nations resolution.

Emergency Assistance Service

This Emergency Assistance Service is provided by the Assistance Company to the Insured Persons who are insured under this Policy with AXA General Insurance Hong Kong Limited (hereafter "the Company").

Section 1 - Definitions

1.1 Bodily Injury

Shall mean the definition of Injury specified in the policy.

1.2 Emergency

Shall mean a serious medical situation or distress which could not be reasonably prevented and for which specific external help is required.

1.3 Illness

Shall mean any unforeseen Sickness, Illness or Disease first manifested after the effective date of the Policy.

1.4 Insured Person

Shall mean any person residing in Hong Kong Special Administrative Region who insured under the **Smart***Care Optimum* Insurance Plan of the Company.

Section 2 - Duration of Cover, Limitations and Liabilities

2.1 Duration of Cover

The benefits mentioned in Section 3 are granted for a period of twelve (12) consecutive months during the period of validity of the Policy.

2.2 Territorial and Time Limits

The benefits mentioned in Section 3 apply worldwide outside Hong Kong Special Administrative Region and for the trips not exceeding ninety (90) consecutive days.

2.3 Limitation Period

Every assistance case in respect of a covered event shall be absolutely barred unless commenced within two (2) years from the date of occurrence of such event.

2.4 Liability of the Assistance Company

It is understood that the Physicians, Hospitals, Clinics, any kind of professionals to whom the Insured Person will be referred by the Assistance Company are for most of them independent contractors responsible for their own acts and are not employees, agents or servants of the Assistance Company. Furthermore, the Assistance Company shall not be responsible for any act or failure to act on the part of those professionals such as, and not limited to, Physicians, Hospitals, Clinics.

Section 3 - Emergency Assistance Service and Benefits

If the Insured Person shall suffer serious Bodily Injury or sudden Illness or is in need of medical, legal, administrative emergency assistance outside Hong Kong Special Administrative Region (except for travel assistance information which may be obtained locally) while arising out of and in the course of his/her journey, provided that the trip is not undertaken:

- Against the advice of the Physician, and/or
- For the purpose of obtaining or seeking any medical or surgical Treatment abroad.

The following emergency assistance services and benefits are available directly from the Assistance Company upon specific verbal notification by the Insured Person or his/her personal representative to any of the specified 24-Hour Alarm Centre. It shall be stressed that the Assistance Company is a service provider rather than an insurance company, so the Assistance Company will not provide any financial compensation or settle any claims in any manner and the Insured Person shall not be entitled to the reimbursement of any such expenses incurred or paid directly by him/her.

3.1 Medical Attention, Telephone Medical Advice, Evaluation and Referral Appointment

When medical advice is needed, the Insured Person may telephone the Assistance Company's Alarm Center as listed in Section 5.1 for medical advice and evaluation from the attending Physician. However, it shall be stressed that telephone conversation cannot establish a diagnosis and shall be considered as an advice only. If Medically Necessary, the Insured Person shall be referred to another Physician or to a medical Specialist for personal assessment and the Assistance Company will assist the Insured Person in making the medical appointment.

All Physician's fees and related charges shall be borne entirely and directly by the Insured Person without any reimbursement from the Assistance Company.

3.2 Medical Evacuation

Should the Insured Person suffer from Bodily Injury or sudden Illness such that the Assistance Company's medical team and the attending Physician recommend hospitalization in a or another medical facility where the Insured Person can be suitably treated the Assistance Company will arrange and pay for:

- The transfer of the Insured Person into one of the nearest Hospital and,
- If necessary, on medical grounds.

(i) The transfer of the Insured Person with necessary medical supervision by any means (including but not limited to air ambulance, scheduled commercial flight, and road ambulance) to an Hospital more appropriately equipped for the particular Bodily Injury or sudden Illness, or

(ii) The direct repatriation, including road ambulance transfers to and from the airports, of the Insured Person with necessary medical supervision by scheduled airline to an appropriate Hospital or other health care facility near his/her country of residence, if his/her medical condition permits such repatriation. The medical team and attending Physician will determine the necessary arrangements according to the circumstances.

3.3 Repatriation After Treatment

Following the Medical Evacuation in Section 3.2 above and if Medically Necessary, the Assistance Company will arrange and pay for the repatriation of the Insured Person to the medical facility in Hong Kong Special Administrative Region by scheduled airline flight or any other appropriate means of transportation on economy class, including any supplementary cost of transportation to and from the airport, if his/her original ticket is not valid for the purpose, provided that the Insured Person shall surrender any unused portion of his/her ticket to the Assistance Company. Any decision on the repatriation of the Insured Person shall be made jointly and exclusively by both the attending Physician and the Assistance Company's Alarm Center under constant medical supervision.

3.4 Repatriation of Mortal Remains/Ashes

Upon the death of an Insured Person, the Assistance Company will make all the necessary arrangements (including any steps or arrangements necessary to meet local formalities) and pay for (i) the repatriation of the Insured Person's body or ashes to Hong Kong Special Administrative Region, or (ii) at the request of the Insured Person's heirs or representative, the local burial of the Insured Person, provided that the Assistance Company's financial responsibility for such local burial shall be limited to the equivalent of the cost of repatriation of mortal remains as provided in this benefit. The cost of coffin is excluded.

3.5 Compassionate Visit

In the event of the Insured Person suffering from serious Bodily Injury or sudden Illness resulting in Hospital Confinement outside Hong Kong Special Administrative Region for more than ten (10) consecutive days, the Assistance Company will arrange and pay for the cost of a return scheduled airline (on economy fare basis) for a relative or designated person of the Insured Person to travel from Hong Kong Special Administrative Region to the Insured Person's bedside, including the cost of an ordinary room accommodation in any reasonable hotel up to $1,200 per day for a maximum period of five (5) consecutive days, but excluding the cost of drinks, meals and other room services.

3.6 Return of Unattended Dependent Child(ren)

If any of the Insured Person's travelling Dependent child(ren) is left unattended by reason of the Insured Person's Bodily Injury or sudden Illness resulting in Hospital Confinement outside Hong Kong Special Administrative Region, the Assistance Company will organize and pay for the cost of a scheduled airline ticket (on economy fare basis), for such child(ren) to return to Hong Kong Special Administrative Region, including any supplementary cost of transportation to and from the airport, if the original ticket is not valid for the return, provided that the Insured Person shall surrender any unused portion of the return ticket to the Assistance Company.

If necessary, the Assistance Company will also hire and pay for a qualified attendant to accompany any such Dependent child(ren) for return journey.

3.7 Travel Information

The Insured Person may contact the Assistance Company to obtain the following information and services before starting or during his/her journey.

- Update immunisations and vaccinations requirement and needs
- Weather information worldwide
- Airport taxes
- Customs requirements
- Passport and Visa requirements
- Consulate and embassies addresses and contact numbers
- Exchange rates
- Banking days

- Language Information
- Arrangement of interpreter services
- Arrangement of children escort
- Transmission of urgent messages for medical reasons
- Luggage retrieval

3.8 Legal Assistance

Worldwide referral of lawyers and solicitors firms.

Section 4 - China Hospital Deposit Guarantee Benefit

(Only applicable if mentioned in the Policy Schedule)

In the event of accidental bodily Injury sustained or Sickness contracted by the Insured Person during the Period of Insurance and the Insured Person is admitted into a Hospital under Hospital Network in China, the Assistance Company will, on the Company's behalf, guarantee to the Hospital under Hospital Network the amount of admission deposit upon presenting the China Hospital Deposit Guarantee Card (hereinafter called "China Card") by the Insured Person to the Hospital.

4.1 Provisions

(i) This benefit applies only within the China outside the Country of Residence of the Insured Person.

(ii) The Insured Person is required to present the China Card and his/her Identity Card or any relevant traveling documents with his/her name and photo to the staff of Accident & Emergency Department under Hospital Network. The Assistance Company will on behalf of the Insured Person issue the deposit guarantee for hospital admission to the Hospital under Hospital Network.

(iii) The Insured Person or his/her representative shall fully and directly settle the medical expenses including the deposit guarantee for hospital admission by the Assistance Company when the Insured Person is discharged.

(iv) For checking the nearest Hospital under Hospital Network, the Insured Person may call 24-hour Emergency Assistance Hotline at **(852) 2861 9285**. The Insured Person is required to provide the information including but not limited to the name of the Insured Person, Policy Number, the contact number of the Insured Person or his/her representative, the location of the Insured Person and the brief description of the Accident/ Sickness and the nature of help required for verification. Upon the confirmation of the coverage, the Assistance Company will refer a Hospital under Hospital Network to the Insured Person.

(v) The Assistance Company will exercise its best endeavor to select the best medical facilities in China, it is understood that the physicians, hospitals and any kind of professionals to whom the Insured Person will be referred to by the Assistance Company are independent contractors responsible for their own acts and are not employees, agents or servants of the Assistance Company. Any hospitals or physicians referred by the Assistance Company and chosen by the Insured Person shall also be acting as the principal party in giving their medical services. The Company and the Assistance Company will not be liable for any default in their medical services provided.

(vi) In the event of the loss or damage of the China Card, the Insured Person shall report to the Company in writing as soon as possible. A replacement card will be issued upon receiving a replacement card fee of $50 from the Insured Person or the Insured.

4.2 Definitions

(i) "China" shall mean the People's Republic of China excluding Hong Kong Special Administrative Region and Macau Special Administrative Region.

(ii) "Hospital Network" shall mean the network of hospitals in China which joins the Assistance Company's Hospital Network scheme and accepts the China Card issued by the Company and will allow the Insured Person to be admitted into the hospitals without paying the admission deposit. A list of hospital network can be downloaded from the Company's website www.axa-insurance.com.hk.

(iii) "Country of Residence" shall mean the Hong Kong Special Administrative Region.

Section 5 - General Obligations/Procedures

5.1 Request for Assistance

In case of an Emergency, and prior to taking personal action where reasonable, the Insured Person or his/her representative shall call the Assistance Company's Alarm Center whose contact number is (852) 2861 9285.

and should state :

- Name of Insured Person, name of the insurance company, the number of insurance policy, and Identity Card or Passport Number of the Insured Person and,
- The name of the place and the telephone number where the Assistance Company can reach the Insured Person or his/her representative and,
- A brief description of the Accident and the nature of help required.

5.2 Failure to Notify the Assistance Company

In a life threatening situation, the Insured Person or his/her representative should always try to arrange for emergency transfer to a Hospital near the place of occurrence through the most appropriate and immediate means and then call the Assistance Company's Alarm Centre to provide the appropriate information as soon as possible.

In the event of a Bodily Injury or sudden Illness resulting in the hospitalization of the Insured Person prior to notify the Assistance Company, the Insured Person or his/her representative, where possible, shall contact the Assistance Company within three (3) days of the occurrence of such emergency or any complication directly relating to such emergency. In the absence of such notice, the Assistance Company may hold the Insured Person responsible.

In the event of repatriation, in order to facilitate prompt response, the Insured Person or his/her representative shall provide:

(i) The name, address and telephone number of the Hospital or other medical facility where the Insured Person has been taken, and,

(ii) The name, address and telephone number of the attending Physician and, if necessary, the Insured Person's family doctor.

The Assistance Company's medical team or other representatives shall have free access to the Insured Person in order to assess the Insured Person's condition. Without reasonable justification for denial of such an access, the Insured Person will not be eligible for further medical assistance.

On a case per case basis, the medical team will decide whether repatriation is appropriate and will choose the date and means of such repatriation.

In the event of repatriation of the Insured Person by the Assistance Company, the Insured Person shall deliver the unused portion of his/her ticket, or the value thereof, to the Assistance Company to offset the cost of such repatriation.

The Insured Person or any party will be not entitled to reimbursement of any expenses which is incurred without approval from the Assistance Company.

Section 6 - Obligations of The Insured Person

6.1 Mitigation

Insured Persons shall be obliged to use reasonable efforts to mitigate the effects of an emergency.

6.2 Cooperation with the Assistance Company

Insured Persons shall cooperate with the Assistance Company to enable the Assistance Company to get all documents and receipts from the relevant sources and assisting the Assistance Company at his/her expenses in complying with necessary formalities.

6.3 Limitation on Claims

Any claim with respect to an assistance event or the right to any legal action or claim shall be forfeited unless such claim is filed within two (2) years of the occurrence of such event.

6.4 Subrogation

In the event that the Assistance Company makes any payment in connection with the provision of assistance to an Insured Person, the Assistance Company shall be subrogated to the rights of such Insured Person to obtain payments from:

(i) Any third party found legally responsible for the assistance, up to the amount of such payment made by the Assistance Company, and

(ii) Any other insurance or assistance plan which provides compensation to the assistance events.

Section 7 - General Exclusions

7.1 Exclusions

Same as General Exclusions of this Policy.

7.2 Force Majeure

The Assistance Company shall not be held responsible for delays or failures in providing assistance caused by any strike, war, invasion, act of foreign enemies, armed hostilities, (regardless of a formal declaration of war), civil war, rebellion, insurrection, terrorism, political coup, riot and civil commotion, administrative or political impediments or radioactivity or any other event of force majeure which prevents the Assistance Company from providing such assistance services.

Section 8 - Termination

This Emergency Assistance Benefit shall become ineffective when the Policy is terminated for whatever reasons.

How to Make a Claim

You should

1. Submit the original bills and receipts of the claim expenses within 90 days from the date of loss.
2. Check the original bills and receipts showing the date of Treatment, patient's name, and diagnosis with attending physician's stamp and signature.
3. Request for doctor's referral in claiming the Specialist, X-Ray or Laboratory expenses.
4. Complete the appropriate claim forms obtainable from AXA General Insurance Hong Kong Limited. Claim forms can also be downloaded from our Company website.

We will

1. Settle the claim in pre-agreed payment method.
2. In other cases let You know if We need any more information.

Important - Please follow these guidelines as they will assist Us in processing your claim.

Please always state your policy reference and/or claim number in all communications.

Should You have any query or need further advice please call Us on 2867 8686.

Office Hour: Mon to Fri 9:00 am - 1:00pm, 2:00pm - 5:30pm
except Public Holidays

Once your claim is registered with Us, a personal Claim Handler will be appointed to assist You.

Personal Information Collection Statement

AXA General Insurance Hong Kong Limited (referred to hereinafter as the "**Company**") recognises its responsibilities in relation to the collection, holding, processing, use and/or transfer of personal data under the Personal Data (Privacy) Ordinance (Cap. 486) ("**PDPO**"). Personal data will be collected only for lawful and relevant purposes and all practicable steps will be taken to ensure that personal data held by the Company is accurate. The Company will take all practicable steps to ensure security of the personal data and to avoid unauthorised or accidental access, erasure or other use.

Please note that if you do not provide us with your personal data, we may not be able to provide the information, products or services you need or process your request.

Purpose: From time to time it is necessary for the Company to collect your personal data which may be used, stored, processed, transferred, disclosed or shared by us for purposes ("**Purposes**"), including:

1. offering, providing and marketing to you the products/services of the Company, other companies of the AXA Group ("**our affiliates**") or our business partners (see "**Use and provision of personal data in direct marketing**" below), and administering, maintaining, managing and operating such products/services;
2. processing and evaluating any applications or requests made by you for products/services offered by the Company and our affiliates;
3. providing subsequent services to you, including but not limited to administering the policies issued;
4. any purposes in connection with any claims made by or against or otherwise involving you in respect of any products/services provided by the Company and/or our affiliates, including investigation of claims;
5. evaluating your financial needs;
6. designing products/services for customers;
7. conducting market research for statistical or other purposes;
8. matching any data held which relates to you from time to time for any of the purposes listed herein;
9. making disclosure as required by any applicable law, rules, regulations, codes of practice or guidelines or to assist in law enforcement purposes, investigations by police or other government or regulatory authorities in Hong Kong or elsewhere;
10. conducting identity and/or credit checks and/or debt collection;
11. complying with the laws of any applicable jurisdiction;
12. carrying out other services in connection with the operation of the Company's business; and
13. other purposes directly relating to any of the above.

Transfer of personal data: Personal data will be kept confidential but, subject to the provisions of any applicable law, may be provided to:

1. any of our affiliates, any person associated with the Company, any reinsurance company, claims investigation company, your broker, industry association or federation, fund management company or financial institution in Hong Kong or elsewhere and in this regard you consent to the transfer of your data outside of Hong Kong;
2. any person (including private investigators) in connection with any claims made by or against or otherwise involving you in respect of any products/services provided by the Company and/or our affiliates;
3. any agent, contractor or third party who provides administrative, technology or other services (including direct marketing services) to the Company and/or our affiliates in Hong Kong or elsewhere and who has a duty of confidentiality to the same;
4. credit reference agencies or, in the event of default, debt collection agencies;
5. any actual or proposed assignee, transferee, participant or sub-participant of our rights or business; and
6. any government department or other appropriate governmental or regulatory authority in Hong Kong or elsewhere.

For our policy on using your personal data for marketing purposes, please see the section below "**Use and provision of personal data in direct marketing**".

Transfer of your personal data will only be made for one or more of the Purposes specified above.

Use and provision of personal data in direct marketing: The Company intends to:

1. use your name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data held by the Company from time to time for direct marketing;
2. conduct direct marketing (including but not limited to providing reward, loyalty or privileges programmes) in relation to the following classes of products and services that the Company, our affiliates, our co-branding partners and our business partners may offer:
   a) insurance, banking, provident fund or scheme, financial services, securities and related products and services;
   b) products and services on health, wellness and medical, food and beverage, sporting activities and membership, entertainment, spa and similar relaxation activities, travel and transportation, household, apparel, education, social networking, media and high-end consumer products;
3. the above products and services may be provided by the Company and/or:
   a) any of our affiliates;
   b) third party financial institutions;
   c) the business partners or co-branding partners of the Company and/or affiliates providing the products and services set out in (2) above;
   d) third party reward, loyalty or privileges programme providers supporting the Company or any of the above listed entities
4. in addition to marketing the above products and services, the Company also intends to provide the data described in (1) above to all or any of the persons described in (3) above for use by them in marketing those products and services, and the Company requires your written consent (which includes an indication of no objection) for that purpose;

Before using your personal data for the purposes and providing to the transferees set out above, the Company must obtain your written consent, and only after having obtained such written consent, may use and provide your personal data for any promotional or marketing purpose.

You may in future withdraw your consent to the use and provision of your personal data for direct marketing.

If you wish to withdraw your consent, please inform us in writing to the address in the section on "**Access and correction of personal data**". The Company shall, without charge to you, ensure that you are not included in future direct marketing activities.

Access and correction of personal data: Under the PDPO, you have the right to ascertain whether the Company holds your personal data, to obtain a copy of the data, and to correct any data that is inaccurate. You may also request the Company to inform you of the type of personal data held by it.

Requests for access and correction or for information regarding policies and practices and kinds of data held by the Company should be addressed in writing to:

Data Privacy Officer
AXA General Insurance Hong Kong Limited
Unit 2201 - 2206, 22/F Manhattan Place,
23 Wang Tai Road, Kowloon Bay,
Kowloon, Hong Kong

A reasonable fee may be charged to offset the Company's administrative and actual costs incurred in complying with your data access requests.

Caring for Our Customers

We at AXA General Insurance Hong Kong Limited make every effort to provide a good standard of service to all our policyholders. If on any occasion our service falls below the standard You would expect Us to meet, the procedure below explains what You should do

- Your first point of contact should always be your insurance agent or broker. Alternatively, You may submit your feedback to the AXA Manager in charge of the matter You are raising.
- If, following contact with the above, You feel that You require further assistance then please write to

  Chief Executive Officer
  AXA General Insurance Hong Kong Limited
  Unit 2201 – 2206, 22/F, Manhattan Place
  23 Wang Tai Road, Kowloon Bay
  Kowloon, Hong Kong

  An acknowledgement that your complaint has been received will be sent to You within two working days following which your complaint will be investigated. If We have your telephone number We will call You.
- AXA General Insurance Hong Kong Limited is a member of the Insurance Claims Complaints Bureau. If your complaint concerns a claim and after following the above procedure your claim has not been resolved to your satisfaction, You may write to the Insurance Claims Complaints Bureau at the following address

  Insurance Claims Complaints Bureau
  29/F, Sunshine Plaza
  353 Lockhart Road
  Wanchai, Hong Kong

  If the Insurance Claims Complaints Bureau decides that our handling of your claim has been unreasonable or technically incorrect, their decision is binding on Us by the terms of an agreement We have signed.

Important - Please remember to quote your Policy reference in any communication.

Note: All Amounts are in Hong Kong Dollars.