



Blue Cross 藍十字

An **AIA** Company 友邦保險成員公司

CareForYou Super Flexi Plan for VHIS

Certified Plan Policy

Please read this Policy carefully.
Should you have any queries, please contact us for assistance.

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**CareForYou Super Flexi Plan for VHIS
Certified Plan Policy**

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Standardised Policy Terms and Conditions

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TERMS AND CONDITIONS

Part 1 Insuring Clause and The Policy

Insuring Clause

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

| | |
|------------------------------|--------------------------------------|
| Type of the Certified Plan - | "Flexi Plan" |
| Name of the Certified Plan - | CareForYou Super Flexi Plan for VHIS |

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

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

The Policy

The Policy Holder and the Company agree that -

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

then -

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

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

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

6. At the inception of these Terms and Benefits and at each Renewal, if this Policy covers any benefits that exceed the Standard Plan Terms and Benefits and the terms and benefits applicable to such benefits differ from the terms and benefits applicable to the Standard Plan Terms and Benefits, the difference shall not amount to an inconsistency contemplated under Section 5 of this Part 1.
7. At the time these Terms and Benefits are first issued, the Company may apply Case-based Exclusion(s) due to a Pre-existing Condition or other factor that affects the insurability of the Insured Person notified to the Company in the Application.
8. The Company acknowledges that, as part of the underwriting process, it is the obligation of the Company to ask the Policy Holder and the Insured Person in the Application all requisite information for the Company to make the underwriting decision. If the Company requires the Policy Holder and/or the Insured Person to disclose any updates of or changes to such requisite information after the time of submission of Application and before the Policy Issuance Date or the Policy Effective Date (whichever is the earlier), the Company must make such a request prominently to the Policy Holder and the Insured Person (including without limitation in the application form), in which case the Policy Holder and/or the Insured Person shall have the obligation to inform the Company on such updates and changes. Each of the Policy Holder and the Insured Person shall have the obligation to respond to the questions, and to disclose such material facts as requested in the questions. The Company agrees that if any such questions are not included in the Application, the Company shall be deemed to have waived the disclosure obligation of the Policy Holder and the Insured Person in respect of the information that was not requested.
9. All questions and required information included in the Application must be sufficiently specific and unambiguous, and consistent with the rules and regulations of the VHIS, so as to allow the Policy Holder and the Insured Person (as the case may be) to understand the information being requested and to provide clear and unequivocal responses. In case of dispute, the burden of proving that the questions are sufficiently specific and unambiguous shall rest with the Company.
10. If the Policy Holder or the Insured Person fails to make the relevant disclosures under Section 8 or 9 of this Part 1, and such failure has materially affected the underwriting decision of the Company, the Company shall have the right as provided in Sections 13 and 14 of Part 2.

Part 2 General Conditions

1. Interpretation

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

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

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

2. Cancellation within cooling-off period

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

- (a) The request to cancel must be signed by the Policy Holder and received directly by the Company within the cooling-off period. The cooling-off period is the period of twenty-one (21) days immediately following the day of the Delivery to the Policy Holder or the nominated representative of the Policy Holder, of –
 - (i) these Terms and Benefits and the Policy Schedule; or
 - (ii) the cooling-off notice;

whichever is the earlier. For the avoidance of doubt, the day of Delivery of these Terms and Benefits and the Policy Schedule or the cooling-off notice is not included for the calculation of the twenty-one (21) day period. However, if the last day of the twenty-one (21) day period is not a working day, the period shall include the next working day; and

- (b) no refund can be made if a benefit payment has been made, is to be made or impending.

The above cancellation right shall not apply at Renewal.

To exercise this cancellation right, the Policy Holder must –

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

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

3. Cancellation

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

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

4. Benefit entitlement

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

5. Assignment

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

6. Clerical error

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

7. Currency

Any claim for Eligible Expenses made by the Insured Person in any foreign currency shall be converted to HKD at the opening indicative counter exchange selling rate published by The Hong Kong Association of Banks in respect of that foreign currency for the date on which the claim is settled by the Company. If such rate is not available on the date concerned, reference shall be made to the rate as soon as it is available afterwards. If no such rate exists, the Company shall convert the foreign currency at the rate certified as appropriate by the Company's bankers which shall be deemed to be final and binding.

8. Interest

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

9. Company's obligation

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

10. Governing law

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

11. Dispute resolution

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

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

12. Liability

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

13. Misstatement of personal information

Without prejudice to the Company's right to declare this Policy void in the case of misrepresentation on health related information or fraud as provided in Section 14 of this Part 2, if the non-health related information of the Insured Person that may impact the risk assessment by the Company (including but not limited to Age, sex or smoking habit) is misstated in the Application or in any subsequent information or document submitted to the Company for the purpose of the application, including any updates of and changes to such requisite information (if so requested by the Company under Section 8 of Part 1), the Company may adjust the premium, for the past, current or future Policy Years, on the basis of the correct information. Where additional premium is required, no benefits shall be payable unless the additional premium has been paid. If the additional required premium is not paid within a grace period of thirty (30) days after the due date as notified by the Company to the Policy Holder, the Company shall have the right to terminate this Policy with effect from such due date, in which case Section 15 of this Part 2 shall apply. Where there has been an overpayment of premium by the Policy Holder, the Company shall refund the overpaid premium.

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

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

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

14. Misrepresentation or fraud

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

- (a) any material fact relating to the health related information of the Insured Person which may impact the risk assessment by the Company is incorrectly stated in, or omitted from, the Application or any statement or declaration made for or by the Insured Person in the Application or in any subsequent information or document submitted to the Company for the purpose of the application, including any updates of and changes to such requisite information (if so requested by the Company under Section 8 of Part 1). The circumstances that a fact shall be considered “material” include, but not limited to, the situation where the disclosure of such fact as required by the Company would have affected the underwriting decision of the Company, such that the Company would have imposed Premium Loading, included Case-based Exclusion(s), or rejected the application. For the avoidance of doubt, this paragraph (a) shall not apply to non-health related information of the Insured Person, which shall be governed by Section 13 of this Part 2; or
- (b) any Application or claim submitted is fraudulent or where a fraudulent representation is made.

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

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

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

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

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

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

15. Termination of Policy

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

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

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

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

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

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

This Policy shall also be terminated if the Policy Holder decides to cancel this Policy or not to renew this Policy in accordance with Section 3 of this Part 2 or Section 1 of Part 4, as the case may be, by giving the requisite written notice to the Company. If this Policy is terminated under Section 3 of this Part 2, the effective date of termination shall be the date as stated in the cancellation notice given by the Policy Holder. However, such date shall not be within or earlier than the notice period as required by Section 3 of this Part 2 for the cancellation. If this Policy is not renewed under Section 1 of Part 4, the effective date of termination shall be the renewal date immediately following the expiry of the Policy Year during which this Policy remains valid.

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

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

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

16. Notices to Company

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

17. Notices from Company

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

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

18. Other insurance coverage

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

19. Ownership and discharge under this Policy

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

20. Change of ownership of the Policy

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

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

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

21. Death of Policy Holder

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

- (a) the Insured Person if he has reached the Age of eighteen (18) years; or
- (b) the parent or the Guardian if the Insured Person is a Minor. If the parent or the Guardian refuses the transfer, the ownership of this Policy shall be transferred to the administrator or executor of the Policy Holder's estate.

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

22. Rights of third parties

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

23. Subrogation

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

24. Suits against third parties

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

25. Waiver

No waiver by any party of any breach by any other party of any provisions of this Policy shall be deemed to be a waiver of any subsequent breach of that or any other provision of this Policy, and any forbearance or delay by any party in exercising any of its rights under this Policy shall not be construed as a waiver of such rights. Any waiver shall not take effect unless it is expressly agreed, and the rights and obligations of the Company and Policy Holder under this Policy shall remain in full force and effect except and only to the extent that they are waived.

26. Compliance with law

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

27. Personal data privacy

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

Part 3 Premium Provisions

1. Premium payable

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

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

2. Payment of premiums

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

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

3. Grace period

The Company shall allow a grace period of thirty (30) days after the premium due date for payment of each premium. This Policy shall continue to be in effect during the grace period but no benefits shall be payable unless the premium is paid. If the premium is still unpaid in full at the expiration of the grace period, this Policy shall be terminated immediately on the date on which the unpaid premium is first due.

Part 4 Renewal Provisions

These Terms and Benefits shall be effective from the Policy Effective Date in consideration of the payment of premium and is Renewable for each Policy Year in accordance with the terms of this Part 4. Renewal is guaranteed during the lifetime of the Insured Person.

1. Renewal

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

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

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

2. Adjustment of premium

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

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

3. Notification of Renewal

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

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

4. No re-underwriting except in limited circumstances

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

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

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

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

(c) Where there is change in the Place of Residence of the Insured Person

At Renewal, the Company shall have the right to re-underwrite these Terms and Benefits due to a change in the Place of Residence of the Insured Person provided that –

- (i) The Company has taken into account the Place of Residence of the Insured Person in underwriting these Terms and Benefits before its inception;
- (ii) The Company has specifically informed the Policy Holder of the consideration at the time of submission of Application of these Terms and Benefits and that any change in the Place of Residence could lead to re-underwriting upon Renewal;
- (iii) The Company has maintained underwriting practices which show unambiguously how changes in the Place of Residence will affect the underwriting result, and the underwriting practices are readily accessible by the Policy Holder;
- (iv) The Company shall carry out the re-underwriting solely in respect of the said changes (i.e. the change in the Place of Residence of the Insured Person); and
- (v) The re-underwriting result may be more advantageous or adverse to the Policy Holder and the Insured Person.

For the purpose of this paragraph (c), the Company shall have the obligation to request the Policy Holder to inform the Company of any change in the Place of Residence of the Insured Person, which means that as at the Renewal Date his Place of Residence differs from that as at the last Renewal Date (or the Policy Effective Date in the event of first Renewal). After receiving the request, the Policy Holder shall have the obligation to inform the Company of such a change.

(d) Where there is change in the occupation of the Insured Person

At Renewal, the Company shall have the right to re-underwrite these Terms and Benefits due to a change in the occupation of the Insured Person provided that –

- (i) The Company has taken into account the occupation of the Insured Person in underwriting these Terms and Benefits before its inception;
- (ii) The Company has specifically informed the Policy Holder of the consideration at the time of submission of Application of these Terms and Benefits and that any change in the occupation could lead to re-underwriting upon Renewal;
- (iii) The Company has maintained underwriting practices which show unambiguously how changes in the occupation will affect the underwriting result, and the underwriting practices are readily accessible by the Policy Holder;
- (iv) The Company shall carry out the re-underwriting solely in respect of the said change (i.e. the change in the occupation of the Insured Person); and
- (v) The re-underwriting result may be more advantageous or adverse to the Policy Holder and the Insured Person.

For the purpose of this paragraph (d), the Company shall have the obligation to request the Policy Holder to inform the Company of any change in occupation of the Insured Person, which means that as at the Renewal Date his occupation differs from that as at the last Renewal Date (or the Policy Effective Date in the event of first Renewal). After receiving the request, the Policy Holder shall have the obligation to inform the Company of such a change.

The Company and Policy Holder acknowledge that –

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

Part 5 Claim Provisions

1. Submission of claims

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

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

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

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

2. Claimable amount estimate

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

3. Legal action

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

4. Medical examination

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

Part 6 Benefit Provisions

1. General

(a) Territorial scope of cover

Except for the psychiatric treatment as stated in Section 3(l) of this Part 6, all benefits described in these Terms and Benefits shall be applicable worldwide.

(b) Lifetime Benefit Limit

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

(c) Choice of healthcare services providers

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

(d) Choice of ward class

All benefits described in Sections 3(a) to (l) of Part 6 and Sections 1 to 6 of Part A and Sections 1 to 4 of Part B of Supplement – Benefit Provisions of these Terms and Benefits are not subject to any restriction in the choice of ward class in Hospital.

The benefits described in Section 7 of Part A of Supplement – Benefit Provisions of these Terms and Benefits, if applicable, are subject to the restriction in the choice of ward class as stated in Section 7 of Part A of Supplement – Benefit Provisions and the Benefit Schedule of these Terms and Benefits. Such restriction shall not apply to the terms and benefits within the scope of the Standard Plan Terms and Benefits. For the avoidance of doubt, the applicable Standard Plan Terms and Benefits shall be the version as is referred to under Sections 1(a), (b) or (c) of Part 4.

2. Coverage of Confinement and non-Confinement services

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

(a) is Confined in a Hospital; or

(b) undergoes any Day Case Procedure, Prescribed Diagnostic Imaging Test, Prescribed Non-surgical Cancer Treatment, kidney dialysis (in day-case unit of a Hospital or clinic) or Emergency outpatient treatment,

the Company shall reimburse the Eligible Expenses which are Reasonable and Customary in accordance with benefit items under Section 3 of this Part 6 and the Supplement - Benefit Provisions.

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

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

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

3. Benefits covered

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

(a) Room and board

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

(b) Miscellaneous charges

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

- (i) Road ambulance service to and/or from the Hospital;
- (ii) Anaesthetic and oxygen administration;
- (iii) Administration charges for blood transfusion;
- (iv) Dressing and plaster casts;
- (v) Medicine and drug prescribed and consumed during Confinement or any Day Case Procedure;
- (vi) Medicine and drug prescribed upon discharge from Confinement or completion of Day Case Procedure for use up to the ensuing four (4) weeks;
- (vii) Additional surgical appliances, equipment and devices other than those inclusively paid under Section 3(h) of this Part 6, and implants, disposables and consumables used during surgical procedure;
- (viii) Medical disposables, consumables, equipment and devices;
- (ix) Diagnostic imaging services, including ultrasound and X-ray, and their interpretation, other than Prescribed Diagnostic Imaging Tests which shall be covered under Section 3(i) of this Part 6;
- (x) Intravenous ("IV") infusions including IV fluids;
- (xi) Laboratory examinations and reports, including the pathological examination performed for the surgery or procedure during the Confinement or any Day Case Procedure;
- (xii) Rental of walking aids and wheelchair for Inpatients; and
- (xiii) Physiotherapy, occupational therapy and speech therapy during Confinement.

(c) Attending doctor's visit fee

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

(d) Specialist's fee

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

(e) Intensive care

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

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

(f) Surgeon's fee

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

This benefit shall be payable according to the relevant surgical category and the categorisation of such surgical procedure under the Schedule of Surgical Procedures as categorised and reviewed from time to time by the Government. If a surgical procedure performed is not included in the Schedule of Surgical Procedures, the Company may reasonably determine its surgical category according to the gazette published by the Government or any other relevant publication or information including but not limited to the schedule of fees recognised by the government, relevant authorities and medical association in the locality where the surgical procedure is performed.

(g) Anaesthetist's fee

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

(h) Operating theatre charges

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

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

(i) Prescribed Diagnostic Imaging Tests

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

(j) Prescribed Non-surgical Cancer Treatments

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

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

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

This benefit shall be payable for the Eligible Expenses for –

- (i) outpatient visit or Emergency consultation resulting in a Confinement or Day Case Procedure (including but not limited to consultation, western medication prescribed or diagnostic test); and
- (ii) follow-up outpatient visit (including but not limited to consultation, western medication prescribed, dressings, physiotherapy, occupational therapy, speech therapy or diagnostic test) to, or recommended in writing by, the attending Registered Medical Practitioner, within the period stated in the Benefit Schedule after discharge from Hospital or the date of Day Case Procedure, provided that such outpatient visit is directly related to and as a result of the condition arising from the same cause (including any and all complications therefrom) necessitating such Confinement or Day Case Procedure.

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

(l) Psychiatric treatments

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

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

4. Pre-existing Condition(s)

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

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

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

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

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

5. Cost-sharing requirement

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

Part 7 General Exclusions

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

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

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

4. Expenses incurred for Medical Services as a result of Disability arising from or consequential upon the dependence, overdose or influence of drugs, alcohol, narcotics or similar drugs or agents, self-inflicted injuries or attempted suicide, illegal activity, or venereal and sexually transmitted disease or its sequelae (except for HIV and its related Disability, where Section 3 of this Part 7 applies).
5. Any charges in respect of services for –
 - (a) beautification or cosmetic purposes, unless necessitated by Injury caused by an Accident and the Insured Person receives the Medical Services within ninety (90) days of the Accident; or
 - (b) correcting visual acuity or refractive errors that can be corrected by fitting of spectacles or contact lens, including but not limited to eye refractive therapy, LASIK and any related tests, procedures and services.
6. Expenses incurred for prophylactic treatment or preventive care, including but not limited to general check-ups, routine tests, screening procedures for asymptomatic conditions, screening or surveillance procedures based on the health history of the Insured Person and/or his family members, Hair Mineral Analysis (HMA), immunisation or health supplements. For the avoidance of doubt, this Section 6 does not apply to –
 - (a) treatments, monitoring, investigation or procedures with the purpose of avoiding complications arising from any other Medical Services provided;
 - (b) removal of pre-malignant conditions; and
 - (c) treatment for prevention of recurrence or complication of a previous Disability.

7. Expenses incurred for dental treatment and oral and maxillofacial procedures performed by a dentist except for Emergency Treatment and surgery during Confinement arising from an Accident. Follow-up dental treatment or oral surgery after discharge from Hospital shall not be covered.
8. Expenses incurred for Medical Services and counselling services relating to maternity conditions and its complications, including but not limited to diagnostic tests for pregnancy or resulting childbirth, abortion or miscarriage; birth control or reversal of birth control; sterilisation or sex reassignment of either sex; infertility including in-vitro fertilisation or any other artificial method of inducing pregnancy; or sexual dysfunction including but not limited to impotence, erectile dysfunction or pre-mature ejaculation, regardless of cause.
9. Expenses incurred for the purchase of durable medical equipment or appliances including but not limited to wheelchairs, beds and furniture, airway pressure machines and masks, portable oxygen and oxygen therapy devices, dialysis machines, exercise equipment, spectacles, hearing aids, special braces, walking aids, over-the-counter drugs, air purifiers or conditioners and heat appliances for home use. For the avoidance of doubt, this exclusion shall not apply to rental of medical equipment or appliances during Confinement or on the day of the Day Case Procedure.
10. Expenses incurred for traditional Chinese medicine treatment, including but not limited to herbal treatment, bone-setting, acupuncture, acupressure and tui na, and other forms of alternative treatment including but not limited to hypnotism, qigong, massage therapy, aromatherapy, naturopathy, hydrotherapy, homeotherapy and other similar treatments, except to the extent covered by the post-Confinement/Day Case Procedure Chinese medicine practitioner outpatient care payable under Section 6 of Part A of Supplement – Benefit Provisions of these Terms and Benefits.
11. Expenses incurred for experimental or unproven medical technology or procedure in accordance with the common standard, or not approved by the recognised authority, in the locality where the treatment, procedure, test or service is received.
12. Expenses incurred for Medical Services provided as a result of Congenital Condition(s) which have manifested or been diagnosed before the Insured Person attained the Age of eight (8) years.
13. Eligible Expenses which have been reimbursed under any law, or medical program or insurance policy provided by any government, company or other third party.
14. Expenses incurred for treatment for Disability arising from war (declared or undeclared), civil war, invasion, acts of foreign enemies, hostilities, rebellion, revolution, insurrection, or military or usurped power.

Part 8 Definitions

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

- “Accident”** shall mean a sudden and unforeseen event occurring entirely beyond the control of the Insured Person and caused by violent, external and visible means.
- “Age”** shall mean the attained age of the Insured Person.
- “Annual Benefit Limit”** shall mean the maximum amount of benefits paid by the Company to the Policy Holder in a Policy Year irrespective of whether any limits of any benefit items stated in the Benefit Schedule have been reached.
- The Annual Benefit Limit is counted afresh in a new Policy Year.
- “Application”** shall mean the application submitted to the Company in respect of this Certified Plan, including the application form, questionnaires, evidence of insurability, any documents or information submitted and any statements and declarations made in relation to such application, including any updates of and changes to such requisite information (if so requested by the Company under Section 8 of Part 1).
- “Benefit Schedule”** shall mean a schedule of benefits attached to these Terms and Benefits which sets out, among others, the benefit items and maximum benefits covered.
- “Case-based Exclusion”** shall mean the exclusion of a particular Sickness or Disease from the coverage of these Terms and Benefits that may be applied by the Company based on a Pre-existing Condition or factors affecting the insurability of the Insured Person.
- “Certified Plan”** shall mean all the terms and benefits (including any Supplement(s)) that form an insurance plan certified by the Government to be compliant with the requirements of the VHIS. This Certified Plan comprises these Terms and Conditions and the Benefit Schedule and the followings –
- (a) Supplement – Benefit Provisions; and
 - (b) Supplement – Premium Provisions.
- “Coinsurance”** shall mean a percentage of Eligible Expenses the Policy Holder must contribute after paying the Deductible (if any) in a Policy Year. For the avoidance of doubt, Coinsurance does not refer to any amount that the Policy Holder is required to pay if the actual expenses exceed the benefit limits under these Terms and Benefits.
- “Company”** shall mean Blue Cross (Asia-Pacific) Insurance Limited.
- “Confinement” or “Confined”** shall mean an admission of the Insured Person to a Hospital that is recommended by a Registered Medical Practitioner for Medical Service and as an Inpatient as a result of a Medically Necessary condition for a period of no less than six (6) consecutive hours. No minimum period is required for Confinement in connection with any Emergency Treatment in a Hospital as a result of an Emergency for the performance of a surgical procedure or other Medical Service in a Hospital.
- Confinement shall be evidenced by a daily room charge invoiced by the Hospital and the Insured Person must stay in the Hospital continuously for the entire period of Confinement.

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| “Congenital Condition(s)” | shall mean (a) any medical, physical or mental abnormalities existed at the time of or before birth, whether or not being manifested, diagnosed or known at birth; or (b) any neo-natal abnormalities developed within six (6) months of birth. |
| “Day Case Procedure” | shall mean a Medically Necessary surgical procedure for investigation or treatment to the Insured Person performed in a medical clinic, or day case procedure centre or Hospital with facilities for recovery as a Day Patient. |
| “Day Patient” | shall mean an Insured Person receiving Medical Services or treatments given in a medical clinic, day case procedure centre or Hospital where the Insured Person is not in Confinement. |
| “Deductible” | shall mean a fixed amount of Eligible Expenses that, in a Policy Year, the Policy Holder must pay before the Company shall reimburse the remaining Eligible Expenses. |
| “Delivery” | shall mean the delivery of these Terms and Benefits and the Policy Schedule or the cooling-off notice as stated in Section 2(a) of Part 2 to the Policy Holder, or to nominated representative of the Policy Holder, by any of the following means: <ul style="list-style-type: none"> (a) by hand; (b) by post (including registered post); or (c) by electronic means. <p>Regardless of the means of delivery is used, it is the responsibility of the Company, to have sufficient proof of delivery and the timing of the delivery.</p> |
| “Disability” | shall mean a Sickness or Disease or Injury, including any and all complications arising therefrom. |
| “Eligible Expenses” | shall mean expenses incurred for Medical Services rendered with respect to a Disability. |
| “Emergency” | shall mean an event or situation that Medical Service is needed immediately in order to prevent death, permanent impairment or other serious consequences of the Insured Person’s health. |
| “Emergency Treatment” | shall mean Medical Service required in an Emergency. The Emergency event or situation, and the required Medical Service cannot be and are not separated by an unreasonable period of time. |
| “Flexi Plan” | shall mean any individual indemnity hospital insurance plan under the VHIS framework with enhancement(s) to any or all of the protections or terms and benefits that the Standard Plan provides to the Policy Holder and the Insured Person, subject to certification by the Government. Such plan shall not contain terms and benefits which are less favourable than those in the Standard Plan, save for the exception as may be approved by the Government from time to time. |
| “Government” | shall mean the Hong Kong Special Administrative Region Government. |
| “Guardian” | in respect of a Minor shall mean the person(s) appointed as the guardian(s) under or acting by virtue of the Guardianship of Minors Ordinance (Cap 13. of the Laws of Hong Kong). |

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| “HKD” | shall mean Hong Kong dollars. |
| “Hong Kong” | shall mean the Hong Kong Special Administrative Region of the People’s Republic of China. |
| “Hospital” | shall mean an establishment duly constituted and registered as a hospital under the laws of the relevant territory in which it is established, which is for providing Medical Service for sick and injured persons as Inpatients, and which – <ul style="list-style-type: none"> (a) has facilities for diagnosis and major operations; (b) provides twenty-four (24) hours nursing services by licensed or registered nurses; (c) has one (1) or more Registered Medical Practitioners; and (d) is not primarily a clinic, a place for alcoholics or drug addicts, a nature care clinic, a health hydro, a nursing, rest or convalescent home, a hospice or palliative care centre, a rehabilitation centre, an elderly home or similar establishment. |
| “Injury” | shall mean any bodily damage (with or without a visible wound) solely caused by an Accident independent of any other causes. |
| “Inpatient” | shall mean an Insured Person who is Confined. |
| “Insurance Authority” | shall mean the Insurance Authority of Hong Kong established pursuant to section 4AAA of the Insurance Ordinance. |
| “Insurance Ordinance” | shall mean the Insurance Ordinance (Cap. 41 of the Laws of Hong Kong). |
| “Insured Person” | shall mean any person whose risks are covered by these Terms and Benefits, and named as the “Insured Person” in the Policy Schedule. |
| “Intensive Care Unit” | shall mean that part or unit of a Hospital established for and devoted to providing intensive medical and nursing care for Inpatients. |
| “Lifetime Benefit Limit” | shall mean the maximum amount of benefits paid by the Company to the Policy Holder cumulatively since the inception of these Terms and Benefits, irrespective whether any limits of any benefit items stated in the Benefit Schedule have been reached or whether the Annual Benefit Limit in a Policy Year has been reached. |
| “Medical Services” | shall mean Medically Necessary services, including, as the context requires, Confinement, treatments, procedures, tests, examinations or other related services for the investigation or treatment of a Disability. |
| “Medically Necessary” | shall mean the need to have medical service for the purpose of investigating or treating the relevant Disability in accordance with the generally accepted standards of medical practice and such medical service must – <ul style="list-style-type: none"> (a) require the expertise of, or be referred by, a Registered Medical Practitioner; (b) be consistent with the diagnosis and necessary for the investigation and treatment of the Disability; (c) be rendered in accordance with standards of good and prudent |

medical practice, and not be rendered primarily for the convenience or the comfort of the Insured Person, his family, caretaker or the attending Registered Medical Practitioner;

- (d) be rendered in the setting that is most appropriate in the circumstances and in accordance with the generally accepted standards of medical practice for the medical services; and
- (e) be furnished at the most appropriate level which, in the prudent professional judgment of the attending Registered Medical Practitioner, can be safely and effectively provided to the Insured Person.

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

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

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

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

“Minor”

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

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| “Place(s) of Residence” | shall mean the jurisdiction(s) in which a person legally has the right of abode. A change in the Place(s) of Residence refers to the situation where a person has been granted the right of abode of additional jurisdiction(s), or has ceased to have the right of abode of existing jurisdiction(s). The above definition of “Place(s) of Residence” is used solely for the purpose of these Terms and Benefits. For the avoidance of doubt, a jurisdiction in which a person legally has the right or permission of access only but without the right of abode, such as for the purpose of study, work or vacation, shall not be treated as a Place of Residence. |
| “Policy” | shall mean this policy underwritten and issued by the Company, which is the contract between the Policy Holder(s) and the Company in respect of this Certified Plan including but not limited to these Terms and Conditions, Benefit Schedule, Application, declarations, Policy Schedule and any Supplement(s) attached to this policy, if applicable. Where this Policy contains additional terms and benefits other than those of this Certified Plan, the meaning of Policy shall also cover such additional terms and benefits. |
| “Policy Effective Date” | shall mean the commencement date of these Terms and Benefits which is specified as “Policy Effective Date” in the Policy Schedule. |
| “Policy Holder” | shall mean the person who is a legal holder of this Policy and is named as the “Policy Holder” in the Policy Schedule. |
| “Policy Issuance Date” | shall mean the date of first issuance of these Terms and Benefits. |
| “Policy Schedule” | shall mean a schedule attached to these Terms and Benefits, which sets out, among others, the Policy Effective Date, Renewal Date, the name and the relevant particulars of the Policy Holder and the Insured Person, the eligible benefits, premium and other relevant details in respect of these Terms and Benefits. |
| “Policy Year” | shall mean the period of time these Terms and Benefits are in force. The first Policy Year shall be the period from the Policy Effective Date to the day immediately preceding the first Renewal Date as specified in the Policy Schedule (both days inclusive) within one (1) year period; and each subsequent Policy Year shall be the one (1) year period from each Renewal Date. |
| “Portfolio” | shall mean all policies of the same terms and conditions and the benefit schedule as certified by the Government as a Certified Plan under VHIS. |
| “Pre-existing Condition(s)” | shall mean, in respect of the Insured Person, any Sickness, Disease, Injury, physical, mental or medical condition or physiological degradation, including Congenital Condition, that has existed prior to the Policy Issuance Date or the Policy Effective Date, whichever is the earlier. An ordinary prudent person shall be reasonably aware of a Pre-existing Condition, where – <ul style="list-style-type: none"> (a) it has been diagnosed; (b) it has manifested clear and distinct signs or symptoms; or (c) medical advice or treatment has been sought, recommended or received. |

| | |
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| “Premium Loading” | shall mean the additional premium on top of the Standard Premium charged by the Company to the Policy Holder according to the additional risk assessed for the Insured Person. |
| “Prescribed Diagnostic Imaging Tests” | shall mean computed tomography (“CT” scan), magnetic resonance imaging (“MRI” scan), positron emission tomography (“PET” scan), PET-CT combined and PET-MRI combined. |
| “Prescribed Non-surgical Cancer Treatments” | shall mean chemotherapy, radiotherapy, targeted therapy, immunotherapy and hormonal therapy for cancer treatment. |
| “Reasonable and Customary” | <p>shall mean, in relation to a charge for Medical Service, such level which does not exceed the general range of charges being charged by the relevant service providers in the locality where the charge is incurred for similar treatment, services or supplies to individuals with similar conditions, e.g. of the same sex and similar Age, for a similar Disability, as reasonably determined by the Company in utmost good faith. The Reasonable and Customary charges shall not in any event exceed the actual charges incurred.</p> <p>In determining whether a charge is Reasonable and Customary, the Company shall make reference to the followings (if applicable) -</p> <ul style="list-style-type: none"> (a) treatment or service fee statistics and surveys in the insurance or medical industry; (b) internal or industry claim statistics; (c) gazette published by the Government; and/or (d) other pertinent source of reference in the locality where the treatments, services or supplies are provided. |
| “Registered Medical Practitioner”, “Specialist”, “Surgeon” and “Anaesthetist” | <p>shall mean a medical practitioner of western medicine,</p> <ul style="list-style-type: none"> (a) who is duly qualified and is registered with the Medical Council of Hong Kong pursuant to the Medical Registration Ordinance (Cap. 161 of the Laws of Hong Kong) or a body of equivalent standing in jurisdictions outside Hong Kong (as reasonably determined by the Company in utmost good faith); and (b) legally authorised for rendering relevant Medical Service in Hong Kong or the relevant jurisdiction outside Hong Kong where the Medical Service is provided to the Insured Person, <p>but in no circumstance shall include the following persons - the Insured Person, the Policy Holder, or an insurance intermediary, employer, employee, immediate family member or business partner of the Policy Holder and/or the Insured Person (unless approved in advance by the Company in writing). If the practitioner is not duly qualified and registered under the laws of Hong Kong or a body of equivalent standing in jurisdictions outside Hong Kong (as reasonably determined by the Company in utmost good faith), the Company shall exercise reasonable judgment to determine whether such practitioner shall nonetheless be considered qualified and registered.</p> |
| “Renewal”, “Renew”, “Renewed” or “Renewable” | shall mean renewal of these Terms and Benefits in accordance with their terms without any discontinuance. |

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

CareForYou Super Flexi Plan for VHS
Benefit Schedule – Plan A with Supplementary Medical Benefit (with No Coinsurance)

| Benefit items ⁽¹⁾ | Benefit limit (in HKD) |
|--|--|
| I. Basic benefits | |
| (a) Room and board | \$4,000 per day Maximum 180 days per Policy Year |
| (b) Miscellaneous charges | \$42,000 per Policy Year |
| (c) Attending doctor's visit fee | \$4,000 per day Maximum 180 days per Policy Year |
| (d) Specialist's fee ⁽²⁾ | \$10,000 per Policy Year |
| (e) Intensive care | \$10,000 per day Maximum 30 days per Policy Year |
| (f) Surgeon's fee | Per surgery, subject to surgical category for the surgery/procedure in the Schedule of Surgical Procedures <ul style="list-style-type: none"> ▪ Complex \$150,000 ▪ Major \$50,000 ▪ Intermediate \$30,000 ▪ Minor \$12,000 |
| (g) Anaesthetist's fee | 35% of Surgeon's fee payable ⁽⁵⁾ |
| (h) Operating theatre charges | 35% of Surgeon's fee payable ⁽⁵⁾ |
| (i) Prescribed Diagnostic Imaging Tests ^{(2) (3)} | \$40,000 per Policy Year Subject to 30% Coinsurance |
| (j) Prescribed Non-surgical Cancer Treatments ⁽⁴⁾ | \$120,000 per Policy Year |
| (k) Pre- and post-Confinement/Day Case Procedure outpatient care ⁽²⁾ | \$10,800 per Policy Year <ul style="list-style-type: none"> ▪ 2 prior outpatient visit or Emergency consultation per Confinement/Day Case Procedure ▪ All related follow-up outpatient visits per Confinement/Day Case Procedure (within 90 days after discharge from Hospital or completion of Day Case Procedure) |
| (l) Psychiatric treatments | \$40,000 per Policy Year |
| II. Enhanced benefits | |
| (a) Kidney dialysis ⁽⁶⁾ | \$120,000 per Policy Year |
| (b) Stroke rehabilitation ⁽⁶⁾ | \$120,000 per Policy Year |
| (c) Emergency outpatient treatment ⁽⁶⁾ | \$15,000 per Policy Year |
| (d) Hospital companion bed ⁽⁶⁾ | \$3,400 per day Maximum 90 days per Policy Year |
| (e) Registered private nurse's fees ⁽⁶⁾ | \$3,400 per day Maximum 90 days per Policy Year |
| (f) Post-Confinement/Day Case Procedure Chinese medicine practitioner outpatient care ⁽⁶⁾ | \$200 per visit <ul style="list-style-type: none"> ▪ 1 follow-up outpatient visit per day, maximum 5 follow-up outpatient visits per Confinement/Day Case Procedure (within 90 days after discharge from Hospital or completion of Day Case Procedure) |

The content on this page is part of the Terms and Benefits of Certified Plan (No. F00043).

| Benefit items⁽¹⁾ | Benefit limit (in HKD) |
|--|---|
| (g) Supplementary medical benefit ⁽⁶⁾ | \$600,000 per Policy Year, subject to <ul style="list-style-type: none"> ▪ designated ward class: private room ▪ Coinsurance: Nil This benefit shall be payable for: <ul style="list-style-type: none"> (i) Eligible Expenses payable in excess of any of the benefit limits under benefit items (a) – (j) of I. basic benefit; (ii) expenses payable in excess of any of the benefit limits under benefit item (d) of II. enhanced benefits; and (iii) any Coinsurance which should be paid by the Insured Person under benefit item (i) of I. basic benefit. |
| Other limits | |
| Annual Benefit Limit for benefit items (a) – (l) of I. basic benefits and (a) – (f) of II. enhanced benefits | For Insured Person, <ul style="list-style-type: none"> ▪ at Age of 75 or below: Nil ▪ at Age of 76 or above: \$830,000 per Policy Year |
| Lifetime Benefit Limit for benefit items (a) – (l) of I. basic benefits and (a) – (g) of II. enhanced benefits | Nil |
| III. Other benefits | |
| (a) Outpatient surgery cash allowance ⁽⁶⁾ | \$1,000 per Day Case Procedure |
| (b) Hospital cash benefit ⁽⁶⁾ | \$1,700 per day Maximum 45 days per Policy Year |
| (c) Isolation room cash benefit ⁽⁶⁾ | \$1,000 per day Maximum 30 days per Policy Year |
| (d) Cash benefit for top-up subsidy ⁽⁶⁾ | \$1,200 per day of Confinement Maximum 90 days per Policy Year |

Notes -

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

Schedule of Surgical Procedures

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CAREFORYOU
SUPER FLEXI PLAN FOR VHS**

POLICY SCHEDULE

Policy Number :
Policy Effective Date :
Policy Issuance Date :
Period Covered :
First Renewal Date :
Policy Holder :
Insured Person :
Insurance Coverage :
Supplementary Medical Benefit :
Other Services (Free) :
Payment Mode :
Currency :
VHS Certification Number :

SPECIMEN

POLICY SCHEDULE

Insured Person and Premium Details

| Insured Person | HKID No | Attained Age | Sex | Benefit Code | Benefit Effective Date (Day/Month/Year) (display this column only when addition of optional outpatient benefits after policy issuance) | <<Annual/Semi-Annual/Quarterly/Monthly>> Premium (HK\$) |
|----------------|---------|--------------|-----|--------------|--|---|
| | | | | | | Standard Premium Premium Loading |

<<Annual/Semi-Annual/Quarterly/Monthly>> Premium Amount:
<<Annualised Premium Amount:>>

Note:

1. Benefits and premium will be subject to review and adjustment upon Renewal of the Policy.
2. The premium amount shown above does not include levy collected by Insurance Authority and sales discount (if applicable). **For actual premium amount payable, please refer to the debit note.**
3. Renewal premiums will be shown in Payment Advice upon renewal.
4. Benefit effective date shown above is only applicable to addition of benefit(s) after the Policy Effective Date. The effective date of such benefit(s) shall be subject to the respective waiting period (if any). (shown only if Benefit Effective Date column has been displayed)

Levy collected by the Insurance Authority has been imposed on this policy at the applicable rate and would be remitted in accordance with the prescribed arrangements. For further information about the levy imposed by the Insurance Authority, please visit http://bluecross.com.hk/document/general/levy_collection.

SUPPLEMENT – BENEFIT PROVISIONS

Policy number:

Policy Holder:

Policy Effective Date:

Type of the Certified Plan: "Flexi Plan"

Name of the Certified Plan: CareForYou Super Flexi Plan for VHIS

This document is to supplement Part 6 of Benefit Provisions of the Terms and Benefits.

A. Enhanced benefits

Subject to the following terms and conditions and during the period while these Terms and Benefits are in force, the Company shall reimburse the Eligible Expenses which are Reasonable and Customary or charges in accordance with Sections 1 to 7 of Part A of this Supplement – Benefit Provisions.

The amount of expenses payable under this Supplement – Benefit Provisions shall be subject to the limits as stated in the Benefit Schedule and the amount of expenses shall not exceed the actual costs for services provided, if applicable.

1. Kidney dialysis

Eligible Expenses of regular haemodialysis or peritoneal dialysis as a result of chronic and irreversible kidney failure performed on the Insured Person during Confinement or in a day-case unit of a Hospital or clinic under the written recommendation of the attending Registered Medical Practitioner.

When the payment of this benefit has reached the benefit limit as stated in the Benefit Schedule, the Eligible Expenses charged for service, dressing, consumable, medicine and equipment used in regular haemodialysis or peritoneal dialysis performed on the Insured Person during Confinement shall be payable under Section 3(b) of Part 6 of the Terms and Benefits.

For the avoidance of doubt, the Eligible Expenses for the room and board and attending doctor's visit fee shall be payable under Sections 3(a) and 3(c) of Part 6 of the Terms and Benefits respectively, and shall not be payable under this benefit.

2. Stroke rehabilitation

Eligible Expenses incurred for a Stay of the Insured Person in a Rehabilitation Centre as a result of Stroke upon the written recommendation of the attending Registered Medical Practitioner.

3. Emergency outpatient treatment

Eligible Expenses for the treatment provided by a Registered Medical Practitioner at the outpatient or emergency department of a Hospital or in the Registered Medical Practitioner's clinic within twenty-four (24) hours of an Accident.

For the avoidance of doubt, this benefit shall only be payable for the Eligible Expenses for outpatient visit or Emergency consultation (including but not limited to consultation, western medication prescribed or diagnostic test) not resulting in a Confinement or Day Case Procedure.

The content on this page is part of the Terms and Benefits of Certified Plan (No. F00043).

For the purpose of this benefit, Prescribed Diagnostic Imaging Tests shall be payable under Section 3(i) of Part 6 of the Terms and Benefits.

4. Hospital companion bed

If the Insured Person is Confined as an Inpatient, the Company shall reimburse the reasonable and customary charges incurred for one (1) extra bed for an immediate family member of such Insured Person.

5. Registered private nurse's fees

This benefit shall be payable for the nursing fees charged by a private Nurse (not being general nursing services provided by Hospital) hired by the Insured Person, which are Eligible Expenses, incurred upon the written recommendation of the attending Registered Medical Practitioner as an Inpatient or at the Insured Person's residential home within one hundred and eighty (180) days following the Insured Person's discharge from the Hospital.

6. Post-Confinement/Day Case Procedure Chinese medicine practitioner outpatient care

This benefit shall be payable for the expenses for follow-up outpatient visit (including but not limited to consultation, medical treatment and medication prescribed) to a Chinese Medicine Practitioner within the period stated in the Benefit Schedule after discharge from Hospital or the date of Day Case Procedure, provided that such outpatient visit is directly related to and as a result of the condition arising from the same cause (including any and all complications therefrom) necessitating such Confinement or Day Case Procedure.

This benefit is subject to a maximum of one (1) consultation with or treatment by a Chinese Medicine Practitioner for each day.

7. Supplementary medical benefit

This benefit is available only if it is shown on the Policy Schedule and Benefit Schedule.

This benefit shall be payable for:

- (a) the Eligible Expenses payable in excess of any of the benefit limits under Sections 3(a) to (j) of Part 6 of the Terms and Benefits;
- (b) the expenses payable in excess of any of the benefit limits under Section 4 of Part A of this Supplement – Benefit Provisions; and
- (c) any Coinsurance which should be paid by the Insured Person under Section 3(i) of Part 6 of the Terms and Benefits,

subject to the benefit limit of supplementary medical benefit and Coinsurance (if applicable) as specified in the Benefit Schedule.

The amount payable under this benefit shall be calculated according to the formula set out below, subject to the aggregate annual limit for supplementary medical benefit as stated in the Benefit Schedule:

Excess expenses x Reimbursement percentage or Ward class adjustment factor

For the purpose of this benefit,

(d) "excess expenses" shall mean:

- (i) the amount payable under,
 - (aa) Sections 3(a) to (j) of Part 6 of the Terms and Benefits; and
 - (bb) Section 4 of Part A of this Supplement – Benefit Provisions,

that exceeds any of the benefit limits for such benefit items as specified in the Benefit Schedule (including excess over per day limit, per surgery limit, maximum number of days per Policy Year or per Policy Year limit); and

- (ii) any Coinsurance which should be paid by the Insured Person under Section 3(i) of Part 6 of the Terms and Benefits; and
- (e) "reimbursement percentage" shall mean a percentage equivalent to 100% minus the Coinsurance as specified in benefit item II(g) of the Benefit Schedule (if applicable).

Notwithstanding anything to the contrary, if the Insured Person is Confined in a room of a ward class higher than the designated ward class as specified in the Benefit Schedule, unless it is due to:

- (f) unavailability of a designated or lower ward class due to room shortage at the Hospital for Emergency Treatment;
- (g) Confinement in isolation that requires a specific ward class; or
- (h) any other reason not involving the Policy Holder and/or Insured Person's own individual preference for the Confined ward class;

otherwise the abovementioned reimbursement percentage shall then be replaced by the respective ward class adjustment factors as follows:

| Designated ward class | Actual Confined ward class | Ward class adjustment factor |
|------------------------------|-----------------------------------|-------------------------------------|
| Ward | Semi-private Room | 50% |
| | Private Room | 25% |
| | Any ward class above Private Room | 12.5% |
| Semi-private Room | Private Room | 50% |
| | Any ward class above Private Room | 25% |
| Private Room | Any ward class above Private Room | 50% |

B. Other benefits

1. Outpatient surgery cash allowance

In an event that an Insured Person undergoes any of the Day Case Procedures specified in (a) to (h) below which is payable in accordance to these Terms and Benefits, the Company shall pay a cash allowance in the amount specified in the Benefit Schedule irrespective of (i) the amount of Eligible Expenses reimbursed under other benefit items of the Terms and Benefits and ii) number of the specified Day Case Procedures performed on the same day.

- (a) oesophagogastroduodenoscopy;
- (b) colonoscopy;
- (c) cystoscopy;
- (d) arthroscopy;
- (e) colposcopy;
- (f) bronchoscopy;
- (g) repair of retinal detachment; and
- (h) hysteroscopy.

2. Hospital cash benefit

In an event that an Insured Person is Confined in a Hospital in respect of which Eligible Expenses incurred are payable under the Terms and Benefits, the Company shall pay a daily cash benefit subject to the limits as specified in the Benefit Schedule.

3. Isolation room cash benefit

In an event that the Insured Person is admitted to an isolation room under the written recommendation of the attending Registered Medical Practitioner during his Confinement in a Hospital in respect of which Eligible Expenses incurred are payable under the Terms and Benefits, the Company shall pay an extra daily cash benefit subject to the limits as specified in the Benefit Schedule.

This benefit shall be payable in addition to the Hospital cash benefit and cash benefit for top-up subsidy payable in accordance with Sections 2 and 4 of Part B of this Supplement – Benefit Provisions.

4. Cash benefit for top-up subsidy

For the Insured Person covered by any other hospital reimbursement plans offered by a licensed insurance company other than the Company, regardless of whether it is an individual or group policy, if any reimbursement for any Confinement of the Insured Person is payable under these Terms and Benefits after any reimbursement has been paid from such licensed insurance company, this benefit shall be payable as extra cash benefit for each day of Confined period in Hospital subject to the limits as specified in the Benefit Schedule.

This benefit shall be payable in addition to the Hospital cash benefit and isolation room cash benefit payable in accordance with Sections 2 and 3 of Part B of this Supplement – Benefit Provisions.

Definitions

Terms defined below and any other terms defined in this Supplement – Benefit Provisions shall only be applicable to this Supplement – Benefit Provisions and shall have the same meaning wherever used within this Supplement – Benefit Provisions unless the context otherwise requires.

“Chinese Medicine Practitioner” shall mean a Chinese medicine practitioner who is a) duly registered with the Chinese Medicine Council of Hong Kong pursuant to the Chinese Medicine Ordinance (Cap. 549 of the Laws of Hong Kong) or in relation to jurisdictions outside of Hong Kong, a body of equivalent standing; and b) legally authorised for practising Chinese medicine in the locality where the treatment is provided to an Insured Person, but in no circumstance shall include the Insured Person, the Policy Holder, an insurance intermediary or an employer, employee, immediate family member or business partner(s) of the Policy Holder and/or the Insured Person.

“Nurse” shall mean a nurse who is a) duly registered with the Nursing Council of Hong Kong pursuant to the Nurses Registration Ordinance (Cap. 164 of the Laws of Hong Kong) or in relation to jurisdictions outside of Hong Kong, a body of equivalent standing, and b) legally authorised

for rendering nursing service in the locality where the treatment is provided to the Insured Person, but in no circumstance shall include the Insured Person, the Policy Holder, an insurance intermediary or an employer, employee, immediate family member or business partner(s) of the Policy Holder and/or the Insured Person.

- “Private Room”** shall mean a room for single occupancy and private use by the Insured Person during his Confinement with a private bedroom, lavatory and bathroom without any of the following en-suite facilities: companion room, lavatory for visitor, kitchen, dining room or sitting room. A “Private Room” shall exclude any “deluxe”, “suite”, “executive” room and any other room of a class higher than that described in this definition, irrespective of its label.
- “Rehabilitation Centre”** shall mean a registered institution (other than a Hospital) which provides physiotherapy, occupational therapy and other rehabilitative treatment for physical injury, dysfunction or disability.
- “Semi-private Room”** shall mean a single or double occupancy room, with a shared bath/shower room, in a Hospital.
- “Stay”** shall mean an admission of the Insured Person to a Rehabilitation Centre, following his discharge from a Hospital and for the same Disability for which he was Confined in Hospital or a cause relating directly to the same, for a stay for a period of no less than six (6) consecutive hours upon the written recommendation of a Registered Medical Practitioner. For the avoidance of doubt, such recommendation must be obtained prior to the discharge of the Insured Person from the Rehabilitation Centre.
- “Stroke”** shall mean a definite diagnosis of an acute cerebrovascular event caused by intra-cranial thrombosis, infarction of brain tissue, haemorrhage and embolism from an extra-cranial source resulting in neurological deficit. The diagnosis of Stroke must be based on computed tomography (“CT” scan) or magnetic resonance imaging (“MRI” scan) and must be confirmed by a neurosurgeon or Specialist in neurology.
- “Ward”** shall mean a multi-bed room in a Hospital with more than two (2) patient beds (not including companion bed).

Authorised signature
Policy Issuance Date:

SUPPLEMENT – PREMIUM PROVISIONS

Policy number:

Policy Holder:

Policy Effective Date:

Type of the Certified Plan: "Flexi Plan"

Name of the Certified Plan: CareForYou Super Flexi Plan for VHIS

This document is to supplement Part 3 of Premium Provisions of the Terms and Benefits.

The discounts stated in this Supplement – Premium Provisions will be applied before any other discount which is not stated in this Supplement – Premium Provisions, if any, applies. If more than one (1) type of discount described under this Supplement – Premium Provisions is applicable, the discounts shall be applied on a cumulative basis without any priority in applying any discount first.

Any levy payable in respect of the Standard Premium and Premium Loading, if any, paid for the Terms and Benefits shall be calculated after applying all discounts under this Supplement – Premium Provisions.

1. No claim discount

- (a) On any Renewal Date, a no claim discount will be deducted from the premium payable for the Policy Year starting from a Renewal Date provided that no benefit was paid by the Company under the Terms and Benefits during the following no claim period immediately preceding the Renewal Date:

| No claim period | No claim discount rate |
|------------------------------------|------------------------|
| One (1) year | 5% |
| Two (2) consecutive years | 5% |
| Three (3) consecutive years | 10% |
| Four (4) consecutive years | 10% |
| Five (5) consecutive years or more | 15% |

- (b) The no claim discount will be equal to the Standard Premium and Premium Loading, if any, paid for the Terms and Benefits in respect of the Policy Year starting from a Renewal Date multiplied by any one of the no claim discount rates specified in the table above.
- (c) For the purpose of determining the no claim discount, any benefits paid under the Terms and Benefits shall be attributed to the Policy Year in which:
- the admission occurred when an Insured Person is Confined; or
 - the Medical Service is performed to the Insured Person as a Day Patient.
- (d) In the event any benefit in respect of any previous Policy Years is paid by the Company after a no claim discount has been applied, the actual eligible no claim discount shall be recalculated for all Policy Year(s) subsequent to such benefit being paid. The Policy Holder shall repay to the Company the difference between the no claim discount already applied by the Company and the recalculated actual eligible no claim discount upon the Company's

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reasonable demand.

- (e) Notwithstanding anything to the contrary, any benefits payable under Section 3 of Part A and Sections 1 and 4 of Part B of Supplement – Benefit Provisions of the Terms and Benefits will not affect an Insured Person’s eligibility for the no claim discount.

2. Family discount

- (a) On the Policy Effective Date and any Renewal Date, a family discount will be deducted from the premium payable for the Policy Year starting from the Policy Effective Date or the relevant Renewal Date, provided that the requirement specified in the table below is fulfilled:

| Requirement | Family discount rate |
|---|----------------------|
| Two (2) or more eligible family members are insured under the policies of “CareForYou Super Flexi Plan for VHIS” (including this Policy) on the Policy Effective Date or Renewal Date, whichever is later | 10% |

- (b) The family discount will be equal to the Standard Premium and Premium Loading, if any, paid for the Terms and Benefits in respect of the Policy Year starting from the Policy Effective Date or the relevant Renewal Date multiplied by the family discount rate specified in the table above.
- (c) For the avoidance of doubt, in counting the required number of eligible family members specified in the table above, each eligible family member shall only be considered as one (1) eligible family member regardless of the number of “CareForYou Super Flexi Plan for VHIS” policy issued for that eligible family member.
- (d) In the event that the required number of eligible family members set out in the table above cannot be fulfilled after a family discount has been applied, the family discount shall be recalculated for the relevant Policy Year(s) based on requirement specified in the table above. The Policy Holder shall repay to the Company the difference between the family discount already applied by the Company and the recalculated actual eligible family discount upon the Company’s reasonable demand.
- (e) For the purpose of this Section 2, “eligible family member” shall mean:
 - (i) the Policy Holder;
 - (ii) spouse of the Policy Holder;
 - (iii) child of the Policy Holder (including any child born out of wedlock or under legal custody, adoptive child and stepchild);
 - (iv) parents of the Policy Holder or the Policy Holder’s spouse;
 - (v) siblings of the Policy Holder or the Policy Holder’s spouse; or
 - (vi) grandparents of the Policy Holder or the Policy Holder’s spouse.

Authorised signature
Policy Issuance Date:

SUPPLEMENT – LAYERED BENEFITS

Policy number:

Policy Holder:

Policy Effective Date:

Type of the Certified Plan: “Flexi Plan”

Name of the Certified Plan: CareForYou Super Flexi Plan for VHIS

This Supplement shall only be applicable to a Policy where benefit layering has been applied on specified health condition(s) as a result of <<underwriting/re-underwriting>>.

1. This Supplement is attached to and forms part of the Terms and Benefits and shall be read in conjunction with Part 6 of the Terms and Benefits of CareForYou Super Flexi Plan for VHIS.
2. Eligible Expenses or other expenses arising from all specified health conditions listed in the document “Specified Health Conditions” shall be payable subject to the benefit limits as stated in the benefit schedule of <<Plan _ of CareForYou Super Flexi Plan for VHIS (F00043-0_-00_-0_)>> in lieu of the Benefit Schedule of the Terms and Benefits. Please refer to the benefit schedule for <<Plan _ of CareForYou Super Flexi Plan for VHIS (F00043-0_-00_-0_)>> attached.
3. Where the Eligible Expenses or other expenses involve both specified health conditions and non-specified health conditions and apportionment of the expenses is not available, the expenses in entirety shall not be subject to benefit layering specified in this Supplement.
4. All Eligible Expenses or other expenses payable in accordance with this Supplement – Layered benefits shall be counted towards the Annual Benefit Limit and respective benefit limits of the relevant Policy Year as stated in the Benefit Schedule of the Terms and Benefits.
5. For the avoidance of doubt, the amount of benefit payable for all specified health conditions listed in the document “Specified Health Conditions” shall not be lower than that calculated according to the prevailing Standard Plan Terms and Benefits as referred to under Section 1 of Part 4 of the Terms and Benefits.

The content on this page is part of the Terms and Benefits of Certified Plan (No. F00043).

The following benefit schedule of <<Plan _ of CareForYou Super Flexi Plan for VHIS (F00043-0_-00_-0_)>> shall only be applicable to specified health condition(s).

<<Benefit schedule to be attached>>

**SUPPLEMENT –
INCLUSION OF VAT AND GST AS ELIGIBLE EXPENSES**

Policy number:

Policy Holder:

Policy Effective Date:

Type of the Certified Plan: "Flexi Plan"

Name of the Certified Plan: CareForYou Super Flexi Plan for VHIS

This document is to supplement Part 4 of Renewal Provisions of the Terms and Benefits.

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

This Supplement shall take effect from 1 March 2022 ("**Effective Date**").

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

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

Definition

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

**SUPPLEMENT –
INCLUSION OF PUBLIC HOSPITALS AND PRIVATE HOSPITALS IN
HONG KONG IN THE DEFINITION OF HOSPITAL**

Policy number:

Policy Holder:

Policy Effective Date:

Type of the Certified Plan: "Flexi Plan"

Name of the Certified Plan: CareForYou Super Flexi Plan for VHIS

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

This Supplement shall take effect from 1 January 2023 ("Effective Date").

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

Definition

"Hospital"

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

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