安盛

Employee benefits
PortaProtection

Policy terms and conditions

Please read this policy carefully to see that it meets your requirements

PortaProtection is underwritten by AXA General Insurance Hong Kong Limited.

Whereas:

The Policyholder by an application and declaration, together with any and all statements, warranties or declarations therein, which form the basis of the application, has applied for PortaProtection insurance.

AXA General Insurance Hong Kong Limited (hereinafter referred to as the "Company") has agreed to provide such insurance subject to the Policyholder having paid or agreed to pay the premium stated in the Policy Schedule on the terms and conditions contained in this Policy and to the extent and in the manner set out hereto.

PART 1
DEFINITIONS

A. GENERAL DEFINITIONS

1. **'Accident'** shall mean an unforeseen and unexpected event of violent, accidental, external and visible nature which shall independently of any other cause be the sole cause of bodily injury.

2. **'Chinese Medicine Practitioner'** shall mean a listed or registered Chinese medicine practitioner under the Chinese Medicine Ordinance (Cap. 549 of the Laws of Hong Kong SAR) or a duly qualified practitioner of Chinese medicine registered as such under the laws of the country in which the claim arises and where the Treatment takes place but excluding a person who is the Insured Person himself, or a relative of the Insured Person.

3. **'Chiropractor'** shall mean a registered chiropractor under the Chiropractors Registration Ordinance (Cap. 428 of the Laws of Hong Kong SAR) or a duly qualified practitioner of chiropractor registered as such under the laws of the country in which the claim arises and where the Treatment takes place but excluding a person who is the Insured Person himself, or a relative of the Insured Person.

4. **'Congenital Conditions'** shall mean medical abnormalities existing at the time of birth, as well as neo-natal physical abnormalities developing within 6 months of birth. They shall include (but not to the exclusion of others which may medically be regarded as congenital conditions):

    (i) Hernias of all types (except when caused by a trauma after commencement of insurance under this Policy)
    (ii) Strabismus
    (iii) Hydrocephalus
    (iv) Undescended testicle
    (v) Hypospadias
    (vi) Meckel's diverticulum

5. **'Deductible'** shall mean an amount as may be shown in the Policy Schedule or any endorsement or attachment to this Policy, to be deductible from any eligible benefits payable as provided under PART 2 for each policy year.

6. **'Disability'** or **'Disabilities'** shall mean Injury, Sickness, Disease or Illness and shall include all disabilities arising from the same cause including any and all complications arising therefrom, except that where after 90 days following the latest medical treatment or consultation no further treatment for the said disability is required, any subsequent disability from the same cause shall be considered a separate disability.

7. **'Effective Date'** shall mean the effective date as determined in accordance with the provisions of Condition 2 under PART 5 of this Policy.

8. **'Eligible Expenses'** shall mean only those Medically Necessary Expenses incurred in respect of a covered Disability for which the entire treatment is rendered by a Registered Medical Practitioner or a Chinese Medicine Practitioner.

9. **'Emergency'** shall mean an event or a situation where Treatment or care is needed immediately in order to prevent death or permanent impairment of an Insured Person's health.

10. **'Expiry Date'** shall mean the last date of the period of insurance specified in the Policy Schedule.

11. **'Hong Kong SAR'** shall mean the Hong Kong Special Administrative Region.

12. **'Hospital'** shall mean an establishment recognised, constituted and registered as such under the laws of the territory in which that establishment is situated as a hospital for the care and treatment of sick and injured persons as paying bed patients, and which (i) has facilities for diagnosis and major surgery, (ii) provides 24 hours a day nursing services by qualified and registered nurses, (iii) is under the supervision of a qualified and registered physician, and (iv) is not primarily a clinic, a place for alcoholics or drug addicts, a nature care clinic, a health hydro, a nursing or home for the aged or similar establishment except a convalescent home which is wholly owned by the Hospital Authority.

13. **'Hospital Authority'** shall mean a statutory body established on 1 December 1990 under the Hospital Authority Ordinance (Cap. 113 of the Laws of Hong Kong SAR) to manage all public hospitals in Hong Kong SAR.

14. **'Hospital Confinement'** shall mean confinement in a Hospital which must be for a minimum period of twelve consecutive hours before any Medical Benefits hereunder are payable, except that no minimum period of hospital confinement is required in respect of any expenses incurred at a Hospital in connection with any Emergency Treatment required as a result of (and within twenty four hours following) an Injury or in respect of fees charged by a Registered Medical Practitioner for the performance of a surgical

procedure or operation, or in respect of an operation received in a recognised day care surgical centre owned and operated as such by a Hospital.

15. **'Hospital Services'** shall mean the services rendered by the Hospital during the time that an Insured Person is registered and staying as an In-Patient in a Hospital for Treatment of a covered Disability.

16. **'Injury'** shall mean bodily damage to the Insured Person caused solely by an Accident.

17. **'In-patient'** shall mean a patient in a Hospital who occupies a bed over-night and for a minimum period of twelve consecutive hours, except that no minimum period of hospital confinement is required in respect of an operation incurred at a recognised day care centre owned and operated as such by a Hospital.

18. **'Insured Person'** shall mean any person who is an Eligible Person under PART 1B below and is duly registered under this Policy and whose name and other particulars as deemed necessary by the Company shall have been furnished to the Company.

19. **'Intensive Care Unit'** shall mean that part of a Hospital solely established and devoted to and appropriate for providing intensive medical and nursing care for In-patients.

20. **'Medical Benefits'** shall mean the benefits provided for under this Policy in respect of medical expenses. Such expenses must be incurred by an Insured Person as a result of Injury, Sickness, Disease or Illness, in respect of the treatment and/or services as set forth in PART 2 of this Policy.

21. **'Medically Necessary Expenses'** shall mean medical expenses incurred solely by a medical service which is:

    (i) consistent with the diagnosis and customary medical treatment for the condition,

    (ii) in accordance with standards of good and prudent medical practice,

    (iii) not for the convenience of the Policyholder, the Insured Person, or any person coming within the meaning of Definition 33 below,

    (iv) performed in the least costly Setting required for treatment of a Disability covered under this Policy.

22. **'Mental Illness and Emotional Disorder'** shall mean disease directly or indirectly arising from any insanity, psychogeriatric, psychological or psychiatric condition including but not confined to psychoses, neuroses, depression of any kind, anxiety, anorexia nervosa, bulimia, schizophrenia and other behavioural disorders.

23. **'Minor Operation'** shall mean a surgical procedure performed by a Registered Medical Practitioner under local anaesthetic or without general anaesthetic and where the surgical procedure listed falls under the Company's Classification Schedule of Surgical Operations as a minor operation or has a percentage of less than 20% under the Company's Percentage Schedule of Surgical Operations.

24. **'Operating Theatre Fees'** shall mean the fees paid to a Hospital for the use of the operating theatre for the operations performed in respect of a covered Disability.

25. **'Original Commencement Date'** shall mean the date specified as such in the Policy Schedule.

26. **'Physician's Fees'** shall mean the fees payable to the Physician as defined in Definition 33 in respect of Physician's Visits to the patient during his period in a Hospital.

27. **'Physician's Visits'** shall mean a Physician's visits to the Hospital bedside of the Insured Person. For the purpose of this Definition, a Physician shall mean a Registered Medical Practitioner other than the Surgeon(s) who perform(s) the operation(s). In respect of any visits by such Surgeon(s) to the Hospital bedside of the Insured Person, no payment shall be made under Physician's Fees Benefit for such visits or treatment related to the Disability which required such operation.

28. **'Physiotherapist'** shall mean a registered physiotherapist under the Physiotherapists Board which was established under the Supplementary Medical Professions Ordinance of Hong Kong SAR or a duly qualified physiotherapist under the laws of the country in which the claim arises and where the Treatment takes place but excluding a person who is the Insured Person himself, or a relative of the Insured Person.

29. **'Policy'** shall mean all the terms and conditions contained herein, including the Policy Schedule, endorsements and attachments thereto and, if applicable by stipulation in the Policy Schedule, the Company's Classification Schedule of Surgical Operations and/or Percentage Schedule of Surgical Operations as may be supplied with this Policy or as published or notified to the Policyholder from time to time.

30. **'Policy Schedule'** shall mean the policy schedule which is attached to and forms part of this Policy.

31. **'Policyholder'** shall mean the applicant for this Policy who must be aged at least 18 and is the owner of this Policy.

32. **'Pre-existing Conditions'** shall mean:

    (a) Disabilities which existed before the Effective Date in respect of an Insured Person and which presented signs or symptoms of which the Insured Person was aware or should reasonably have been aware as of the Effective Date; or

    (b) The following Disabilities (including any related conditions arising therefrom, whether directly or indirectly) for which the Insured Person has experienced symptoms or has signs during the first twelve months from the Effective Date:

(i) Tumours of internal organs
(ii) Haemorrhoids
(iii) Diseased tonsils requiring surgery
(iv) Pathological abnormalities of nasal septum or turbinates
(v) Hyperthyroidism
(vi) Cataracts
(vii) Sinus conditions requiring surgery
(viii) Hallux valgus

(c) The following Disabilities (including any related conditions arising therefrom, whether directly or indirectly) for which the Insured Person has experienced symptoms or has signs during the first six months from Effective Date:

(i) Tuberculosis
(ii) Anal fistulae
(iii) Gall stones
(iv) Calculii of kidney, urethra or bladder
(v) Hypertension, cardiac disease or vascular disease
(vi) Gastric or duodenal ulcer
(vii) Tumours of skin, muscular tissue, bone tumours or malignancies of blood or bone marrow
(viii) Diabetes mellitus

33. **'Registered Medical Practitioner'**, **'Surgeon'**, **'Physician'**, **'Doctor'**, **'Anaesthetist'**, **'Specialist'** shall mean a practitioner of western medicine who is duly qualified and legally registered as such in Hong Kong SAR and should a claim and Treatment occur out of Hong Kong SAR, the term shall mean a practitioner of western medicine who is duly registered as such under the laws of the country in which the claim arises and where Treatment takes place, and no other person.

34. **'Renewals or Renewed Policies'** shall mean a Policy which has been renewed without any lapse of time upon the expiry of a preceding Policy.

35. **'Room'** shall mean the charges as levied and published by a Hospital for the cost of accommodation and general nursing in a general ward, semi-private room and private room (not inclusive of deluxe room, VIP room and suite unless specified otherwise in the Policy Schedule).

36. **'Setting'** shall mean the office of any person coming within the meaning of Definition 33, a Physiotherapist or a Chiropractor, a Hospital's outpatient department or Hospital's accommodation as appropriate for treatment.

37. **'Sickness'**, **'Disease'** or **'Illness'** shall mean a physical condition marked by a pathological deviation from the normal healthy state.

38. **'Specialist (Non-surgical)'** shall mean a Registered Medical Practitioner who possesses specialist qualifications for and experience in the service rendered by him.

39. **'Surgical Fees'** shall mean the fees payable to Surgeon(s) as provided for in this Policy for the surgical operations performed in respect of a covered Disability including ward attendance fee during Hospital Confinement.

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

B. SPECIAL DEFINITIONS

41. **'Child'** shall mean any person who has attained the age of 15 days and is an unmarried person, is financially solely dependent upon the Policyholder and is under the age of 19, or up to the age of 23 for those who are registered as and are full time students at a recognised educational institution.

42. **'Dependant'** shall mean only the following:

(a) the spouse of the Policyholder; and

(b) any Child of the Policyholder (including those legally adopted by the Policyholder).

43. **'Eligible Person'** shall mean any person who is an existing Insured Person under the AXA China Region Insurance Company Limited or AXA General Insurance Hong Kong Limited's group medical policy or Immediate Family or Dependant and who is under the age of 65 years or who is such Insured Person's Immediate Family member and who has reached 15 days' old but has not attained the age of 65 years and who has been Registered within the meaning of Definition 45.

44. **'Immediate Family'** shall mean the Insured Person's father, mother, brother and sister.

45. **'Registration'** shall mean the registration of an Eligible Person by the Company as an Insured Person of the Policy and application for Registration shall be made on the prescribed form subject to the provisions of Conditions 1 and 4 of PART 5 of this Policy. The Company shall, in all cases, give written notice to an applicant for Registration of the terms to which any Registration will be subject and reserves the right to decline any application or to decline to give any reason for its decision. No person may be included in more than one registration. The term "Registered" shall be construed accordingly.

PART 2
INSURED BENEFITS

The Company shall pay Medical Benefits for Medically Necessary Expenses in accordance with the provisions hereinbelow but subject to the maximums (or maximum percentages), the limits and the benefits applicable as specified in the Policy Schedule.

(I) <u>TRADITIONAL HOSPITAL AND SURGICAL BENEFITS</u>
(Does not cover Mental Illness and Emotional Disorder)

Chemotherapy treatment or radiotherapy treatment or renal dialysis treatment performed in outpatient setting shall also be covered under HOSPITAL SERVICES BENEFITS and/ or PHYSICIAN'S FEES BENEFIT where appropriate but in no event shall the benefits payable exceeds the limits or maximums as set forth in the Policy Schedule.

(a) ROOM AND GENERAL NURSING CARE BENEFITS

A Room and General Nursing Care benefit shall be paid when, upon recommendation of a Registered Medical Practitioner, an Insured Person is registered as an In-patient in a Hospital for the Treatment of a covered Disability and incurs charges therefor. The amount of the benefit shall be equal to the actual charges made by the Hospital in respect of Room and General Nursing Care during the Insured Person's Hospital Confinement (except those for private nursing services) but in no event shall the benefits payable under this paragraph exceed the limits or maximums as set forth in the Policy Schedule.

(b) MEAL ALLOWANCE

Meal allowance as specified in the Policy Schedule shall be paid during the time that an Insured Person is registered and staying as an In-patient in a Hospital for Treatment of a covered Disability and incurs charges thereof. The amount of benefit shall be equal to the normal, proper and actual charges charged by the Hospital during the Insured Person's Hospital Confinement but in no event shall the benefits payable under this provision exceed the limits or maximums as set forth in the Policy Schedule. Meal allowance accrues on daily basis, any unused portion of the meal allowance may not be carried forward to any other day.

(c) HOSPITAL SERVICES BENEFITS (ANCILLARY CHARGES)

Hospital Services benefits as specified in the Policy Schedule shall be paid during the time that an Insured Person is registered and staying as an In-patient in a Hospital for Treatment of a covered Disability and incurs charges (excluding non-medical services charges) therefor. The amount of benefit shall be equal to the normal, proper and actual charges made by the Hospital in respect of Hospital Services during the Insured Person's Hospital Confinement but in no event shall the benefits payable under this provision exceed the limits or maximums (or maximum percentages) as set forth in the Policy Schedule.

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

Drugs and medicines consumed in the Hospital;
Dressings, ordinary splints and plaster casts;
Laboratory examinations;
Electrocardiograms;
Basal metabolism test;
Physiotherapy;
Anaesthesia and oxygen and their administration;
Films & X-Rays and their interpretation;
Intravenous infusions;
Administration of blood or blood plasma, but not the cost of blood or blood plasma;
Ambulance service to and/or from the Hospital.

(d) PHYSICIAN'S FEES BENEFIT

If an Insured Person on any day of a Hospital Confinement shall be necessarily treated by a Registered Medical Practitioner for a covered Disability, the Company will pay an amount equal to the charges made in respect of Physician's Fees but in no event shall the benefit payable exceed the limits or maximums as set forth in the Policy Schedule.

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

(i) more than one Treatment or consultation visit within any consecutive period of 24 hours, surgical or nursing service,

(ii) medical services in connection with a covered Disability for which a surgical procedure is performed,

(iii) any physiotherapy treatment or any medical check up by X-ray examination or any other means for purely diagnostic purposes.

(e) SURGICAL BENEFIT

A surgical benefit will be paid in an amount equal to the Surgical Fees actually charged during Hospital Confinement provided that the maximum surgical benefit payable in respect of any covered Disability shall not exceed the limits or maximums (or maximum percentages) as provided for in the Policy Schedule.

Surgical benefit for surgical operation performed in an outpatient Setting shall include Surgical Fees actually charged for the operation and charges for all related post- operative consultations and therapies, but in no event shall the surgical benefit payable exceed the limits or maximums (or maximum percentages) as provided for in the Policy Schedule.

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

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

Any Surgical Fees to be reimbursed must be incurred for services rendered by a Registered Medical Practitioner qualified to render the surgical service for which the claim is made and must be Eligible Expenses.

Payments made under this surgical benefit provision shall be in lieu of all benefits otherwise payable for such Treatment under any other benefits provisions of this Policy.

(f) OPERATING THEATRE FEES

A benefit is payable for the use of the operating theatre for the carrying out of any surgical procedure during an Insured Person's Hospital Confinement subject to the maximums (or maximum percentage) or limits set forth in the Policy Schedule.

(g) ANAESTHETIST'S FEES

A benefit will be paid for the actual charges made by the Anaesthetist only if an Anaesthetist was used in addition to the Surgeon in any surgical procedure requiring the services of an Anaesthetist subject to the maximums (or maximum percentage) or limits provided for in the Policy Schedule.

(h) IN-PATIENT SPECIALIST'S FEES BENEFIT

A benefit shall be paid in an amount equal to the actual charges made by a Specialist (Non-surgical) to whom the Insured Person has been referred by a Registered Medical Practitioner during an Insured Person's Hospital Confinement but in no event shall exceed the limits or maximums as set forth in the Policy Schedule.

(i) INTENSIVE CARE BENEFIT (where applicable)

A benefit is payable for the actual Hospital charges incurred as a result of the Insured Person being accommodated in an Intensive Care Unit as recommended by the Doctor in charge. The amount of the benefit payable shall be equal to the actual charges made by the Hospital for Treatment in an Intensive Care Unit, but in no event shall the benefits payable exceed the limits or maximums as set forth in the Policy Schedule. Payments made under this provision shall be in lieu of any Room and General Nursing Care Benefits for such Treatment.

(j) POST-OPERATIVE CONSULTATION/ THERAPY

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

(k) ADDITIONAL MINOR SURGICAL BENEFIT AT DOCTOR'S CLINIC

Minor surgical service will be covered in an amount equal to the fees actually charged for Minor Operation(s) performed at a Doctor's clinic (including all related Treatments incurred on the date of operation and post-operative consultation/therapy) provided that the maximum benefit payable for all surgical operations performed in respect of any Disability shall not exceed the limits or maximums (or maximum percentages) as set forth in the Policy Schedule. Payment made under this provision shall be in lieu of all benefits otherwise payable for such Treatment under any other benefits provisions of this Policy.

(l) ADVANCED DIAGNOSTIC IMAGING

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

(i) Magnetic Resonance Imaging;
(ii) Computerised Tomography Scan; and
(iii) Positron Emission Tomography Scan.

(m) EMERGENCY OUTPATIENT TREATMENT

Expense for Emergency outpatient Treatment incurred in an outpatient department or emergency treatment room of the Hospital due to an Accident or Injury shall be covered if such expense is incurred within forty-eight (48) hours after the related Accident or Injury. The amount of the benefit payable shall in no event exceed the maximums (or maximum percentages) or the limits as set forth in the Policy Schedule.

(II) <u>LUMP SUM HOSPITAL AND SURGICAL BENEFITS</u>
(Does not cover Mental Illness and Emotional Disorder)

Chemotherapy treatment or radiotherapy treatment or renal dialysis treatment performed in outpatient Setting shall also be covered under this provision but in no event shall the benefits payable exceed the limits or maximums as set forth in the Policy Schedule. Medically Necessary Expenses for items (a) to (m) of PART 2(I) (Traditional Hospital and Surgical Benefits) if applicable, shall be paid when, upon recommendation of a Registered

Medical Practitioner, an Insured Person is registered as an In-patient in a Hospital for the Treatment of a covered Disability and incurs charges thereof. The amount of benefits shall be equal to the actual charges but in no event shall the benefits payable under this provision exceed the limits or maximums (or maximum percentages) as set forth in the Policy Schedule.

The benefit payable shall be paid in the following proportion if the incurred room type is higher than the Insured Person's entitlements under this Policy:

Entitlement	Incurred Room Type	Reimbursement %
Ward	Semi-private	50%
Ward	Private	25%
Ward	Deluxe/VIP/Suite	0%
Semi-private	Private	50%
Semi-private	Deluxe/VIP/Suite	0%
Private	Deluxe/VIP/Suite	50%

(III) TOP UP CANCER / RENAL DIALYSIS BENEFITS

When an Insured Person needs to receive chemotherapy treatment or radiotherapy treatment or renal dialysis treatment and the Insured Person's Traditional Hospital and Surgical Benefits under PART 2(I) or Lump Sum Hospital and Surgical Benefits under PART 2(II) have been exhausted, the Company will pay this top up benefit up to the limits, or maximums (or maximum percentages) as set forth in the Policy Schedule. The required treatments can be received in an In-patient Setting or outpatient Setting. The benefit will be applicable after the limit of "Traditional Hospital and Surgical Benefits" or "Lump Sum Hospital and Surgical Benefits" is exhausted and will be payable starting from the next eligible claims incurred.

(IV) OPTIONAL OUTPATIENT BENEFITS

These benefits provisions serve to act as a supplement to the Traditional Hospital and Surgical Benefits and will only be available as an optional supplementary cover if the coverage for the Traditional Hospital and Surgical Benefits under this Policy is provided and kept in force. When the Policyholder has opted for such supplementary cover, the Optional Outpatient Benefits schedule will be incorporated or set forth in the Policy Schedule or by endorsement to the Policy.

(a) OUTPATIENT DOCTOR'S CONSULTATION BENEFIT

If the Insured Person shall require Treatment for a covered Disability by a Registered Medical Practitioner or Surgeon, the Company will pay the actual expenses incurred for such Treatment, which shall include the consultation fee and medicine for such Treatment but shall not exceed the maximums (or maximum percentages) or limits set forth in the Policy Schedule and shall be limited to one visit, treatment or consultation per day.

(b) OUTPATIENT DIAGNOSTIC LABORATORY TESTS BENEFIT

Upon receipt of proof satisfactory to the Company that the Insured Person has been recommended by a Registered Medical Practitioner to undergo laboratory investigation on account of a covered Disability, the Company will reimburse the actual expenses incurred for such an investigation up to the maximums (or maximum percentages) or limits set forth in the Policy Schedule.

(c) OUTPATIENT SPECIALIST (NON-SURGICAL) FEES BENEFIT

Fees for services rendered by a Specialist (Non-surgical) shall only be payable where an Insured Person has been referred to such Specialist (Non-surgical) by a Registered Medical Practitioner for the Treatment of a covered Disability which shall be limited to one specialist treatment, visit or consultation per day. The Company will pay the actual expenses incurred for such Treatment, which shall include the consultation fee and medicine for such Treatment but shall not exceed the limits or maximums (or maximum percentages) set forth in the Policy Schedule. In the event no such referral has been made, the fees for Specialists (Non-surgical) shall be payable at the same rate and subject to the limits and maximums as shown in the Policy Schedule under Outpatient Doctor's Consultation Benefit. The Company solely at its discretion may pay the fees for Specialists (Non-surgical) in excess of the limits under the Outpatient Doctor's Consultation Benefit above.

(d) PRESCRIPTIONS BENEFIT

If an Insured Person is prescribed medicines by a Registered Medical Practitioner for the Treatment or management of a covered Disability requiring medication in excess of thirty (30) days, a benefit shall be paid in an amount equal to the costs of such prescribed medicines subject to their being purchased from a medical dispensary which is licensed as a pharmacy under the laws of Hong Kong SAR or other jurisdiction where the medicines are purchased, and which is not a Doctor's clinic. The benefit payable shall in no event exceed the maximums (or maximum percentages) or limits as set forth in the Policy Schedule.

(e) CHINESE MEDICINE PRACTITIONER CONSULTATION BENEFIT

Chinese medicine consultations for Treatment of any covered Disability shall, subject to the limit specified in the Policy Schedule, be covered by this Policy. The services covered shall include consultations and prescribed medicines from the Chinese Medicine Practitioner for Treatment provided that no more than one visit or one call per day is incurred. However, Mental Illness and Emotional Disorder shall not be covered under this benefit.

(f) OUTPATIENT MENTAL ILLNESS AND EMOTIONAL DISORDER BENEFIT

Fees for services rendered by a Specialist in psychiatry or a Registered Medical Practitioner shall be payable where an Insured Person receive Treatment of Mental Illness or Emotional Disorder

which shall be limited to one Treatment, visit or consultation per day. The Company will pay the actual expenses incurred for such Treatment, which shall include the consultation fee and medicine for such Treatment but shall not exceed the limits or maximums (or maximum percentages) set forth in the Policy Schedule. Mental Illness and Emotional Disorder benefit shall only be payable under this provision and nowhere else in this Policy.

(g) PHYSIOTHERAPY AND CHIROPRACTIC BENEFIT

Fees for services rendered by a Physiotherapist or a Chiropractor shall only be payable where an Insured Person has been referred to such Physiotherapist or Chiropractor by a Registered Medical Practitioner for the Treatment of a covered Disability which shall be limited to one visit or consultation per day. The benefit payable shall in no event exceed the maximums (or maximum percentages) or limits as set forth in the Policy Schedule. In the event no such referral has been made, no payment will be paid.

(V) <u>DEDUCTIBLE</u>

Deductible Amount

This Policy provides for a Deductible (if applicable). The Deductible (if applicable) is the aggregate amount of Eligible Expenses claimed that the Insured person will have to bear each Policy year before any Medical Benefits are payable under this Policy. This amount will be deducted from any reimbursement made to the Insured Person by the Company. The Deductible will include, at the discretion of the Company, any approved claims by the Insured Person within the Policy year in respect of other policies providing similar benefits as the Policy.

Change in Deductible Amount

Policyholder may apply to add or remove the Deductible at each policy anniversary subject to evidence of insurability on the Insured Person as required by the Company.

For the Policy with Deductible, policyholder may apply to remove the Deductible under this Policy at age 55, 60 or 65 of the Insured Person within thirty (30) days before the relevant policy anniversary without providing further evidence of insurability on the Insured. The right of removal of the Deductible can only be exercised once in the lifetime of the Insured Person.

For the avoidance of doubt, acceptance or non- acceptance by the Company of the any addition or removal of the Deductible must be confirmed in writing by the Company before the change can become effective.

Calculation of Medical Benefits

The Medical Benefits under this Policy is calculated as follows:

(i) [Eligible Expenses - Deductible] x reimbursement percentage as stated in the Policy Schedule;

or

(ii) Eligible Expenses - claim amount paid under any other contract of insurance

whichever is lower.

PART 3
EXCLUSIONS

The Company shall not be liable for and shall not pay any claims in respect of In-patient and outpatient services regarding:

1. Expenses that are recoverable from a third party.

2. Cosmetic or plastic surgery, dental oral or oro-surgical care and treatment of any kind (save and except where provided in an operating theatre of a Hospital under general anaesthetic), eye refraction, eye tests or fitting of glasses, surgical, mechanical or chemical contraceptive methods of birth control or treatment pertaining to infertility or in-vitro fertilisation or sterilisation of either sex.

3. Prescription drugs used in connection with weight reduction, smoking cessation, treatment of baldness and experimental drugs.

4. Congenital Conditions.

5. Pre-existing Conditions except that in respect of an Insured Person who applies for Registration while being insured under a group medical policy of AXA China Region Insurance Company Limited or AXA General Insurance Hong Kong Limited, Pre-existing Conditions shall be covered from the date on which the Insured Person has been insured for twelve consecutive months under (i) such group medical policy of AXA China Region Insurance Company Limited or AXA General Insurance Hong Kong Limited; and / or (ii) this policy. (For the avoidance of doubt, if an Insured Person is insured for less than twelve consecutive months under a group medical policy of AXA China Region Insurance Company Limited or AXA General Insurance Hong Kong Limited prior to the Original Commencement Date, the period for which he is insured under such group medical policy immediately prior to the Original Commencement Date and the period for which he is insured under this Policy from the Original Commencement Date shall be taken into consideration when the Company determines if the Insured Person has been insured for twelve consecutive months under this paragraph 5. Pre-existing Conditions of an Insured Person who is not being insured under such group medical policy when he applies for Registration shall not be covered at any time during this Policy.)

6. The costs of blood and blood plasma.

7. Expenses directly or indirectly arising from Human Immunodeficiency Virus (HIV) related Disability, including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutation, derivations or variations thereof, which proceeds from an HIV

infection occurring prior to the Effective Date. For purposes of this exclusion, an HIV related Disability emerging within 5 years of the Effective Date will be conclusively presumed to proceed from an HIV infection occurring prior to the Effective Date, in the absence of clear and convincing evidence to the contrary.

8. Pregnancy, childbirth (including surgical delivery), miscarriage, abortion and pre-natal or postnatal care.

9. Routine or general check ups or routine blood tests, health examinations, check ups or tests not incidental to treatment or diagnosis of a covered Disability, inoculation, medication or vaccination for immunisation or quarantine purposes.

10. Personal injury by accident arising out of and in the course of employment caused to an employee subject to Employees' Compensation Ordinance (Cap.282 of the Laws of Hong Kong SAR).

11. In-patient treatment or outpatient Chinese Medicine Practitioner consultation directly or indirectly arising from any insanity, psycho-geriatric, psychological or psychiatric condition including but not confined to psychoses, neuroses, depression of any kind, anxiety, anorexia nervosa, bulimia, schizophrenia and other behavioural disorders.

12. Procurement or use of special braces, appliances, hearing aids, wheelchairs, crutches or any other similar equipment.

13. Injury, Illness, Sickness or Disease directly or indirectly resulting from or consequent upon:

    (a) Drug addiction, alcoholism, venereal diseases or wilful misuse of drugs or alcohol, attempted suicide or intentional self-inflicted injury or participating in an illegal activity.

    (b) High risk occupations or activities including but not limited to engaging in or taking part in:

        (i) naval, military or air force service or operations;

        (ii) aviation other than as a fare-paying passenger in an aircraft provided and operated by an airline or air charter company which is duly licensed for the regular transportation of fare- paying passengers;

        (iii) aqualung diving; bungee jumping; mountaineering; hang gliding; motor cycling; parachuting; parasailing; pot-holing; daring feats or stunts; racing other than on foot; skiing, tobogganing, sledding and ice skating including ice hockey and any other sports requiring snow or ice to be played or work activities involving dangerous or contaminable substances;

        (iv) sport activity in a professional capacity or where the Insured Person would or could earn income or remuneration from engaging in such sport; and

        (v) airline personnel and aircrew, ship crews.

    (c) War or any act of war, declared or undeclared, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

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

15. Hospitalisation primarily for diagnosis scanning, X-ray examinations or physical therapy.

16. Expenses paid by any other existing insurance, or directly or indirectly arising from healthcare services provided by government facilities unless there is a legal obligation for the Insured Person to pay.

17. Any expense, regardless of any contributory cause(s), involving the use of or release or the threat thereof of any nuclear weapon or device or chemical or biological agent, including but not limited to expenses in any way caused or contributed to by an act of terrorism.

18. Any expense which is a direct or indirect result of nuclear reaction or radiation.

PART 4
GENERAL CONDITIONS

1. CONDITIONS PRECEDENT TO LIABILITY

   Any and all liabilities of the Company to the Policyholder under this Policy shall be wholly dependant upon:

   (i) The Company being furnished with all the statements and declarations required under this Policy to be provided by the Insured Person (or by a parent or duly appointed guardian if the Insured Person is a child);

   (ii) The truth of all statements, warranties and declarations made by the Policyholder or Insured Person or made in respect to any claim made against the Company under the provisions of this Policy;

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

2. PROPER LAW AND JURISDICTION

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

3. TIME EFFECTIVE

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

4. NOTICES TO COMPANY

All notices which the Company requires the Policyholder or any Insured Person to give must be in writing and addressed to the Company.

5. GENDER

Unless the context otherwise requires:

(a) words importing any particular gender shall include all other genders;

(b) words importing the singular shall include the plural and vice versa; and

(c) reference to persons shall include bodies of persons whether corporate or incorporate.

6. ALTERATIONS

No alterations in the terms of this Policy nor any document forming part thereof will be valid unless the same are signed by an authorised representative of the Company.

7. INTERPRETATION

This Policy, as defined in Definition 29 of PART 1 above, shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy shall bear such specific meaning whenever it may occur.

8. OWNERSHIP OF POLICY

Unless otherwise expressly provided for by any endorsement to this Policy, the Company shall be entitled to treat the Policyholder as the absolute owner of this Policy. The Company shall not be bound to recognise any equitable or other claim to or interest in this Policy, and the receipt of or for payment of any benefit under this Policy by the Insured Person (or by his legal, or authorised representative) shall be a full and an effective discharge of the Company's liability to the Policyholder to make payment for that benefit. Notwithstanding any provision to the contrary elsewhere in this Policy, it is hereby expressly stipulated that any and all rights and obligations under this Policy are only enforceable by the Company or the Policyholder, being the only parties to this contract of insurance, and by no other party. For the avoidance of doubt, it is further stipulated that the Insured Person shall have no rights under this Policy and shall not be entitled to make any claim against this Policy notwithstanding that the Company may make payment of the benefits payable under this Policy directly to the Insured Person, the Hospital, any of the persons defined in Definition 33 of PART 1 above or any other party rendering the service or making the charge (whose receipt of or for payment shall constitute full and final discharge).

9. CLAIM PAYMENTS

Payment of any claim, or a portion of any claim under any part or parts of this Policy is made without prejudice and any payment shall not be an admission of liability under any part or parts of this Policy. Claim payment shall be made against the group medical policy of the Insured Person first (if any). Any unpaid portion of the Eligible Expenses shall then be paid under this Policy subject to the terms and conditions of this Policy.

10. SUBMISSION OF CLAIMS

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

In respect of an Insured Person for whom any benefit is covered or payable under any group medical policy, he shall submit claims under such policy first before submitting any claims to the Company. Otherwise, the Company is not obliged to pay the relevant claims.

11. MEDICAL EXAMINATION AND AUTOPSY OF INSURED PERSONS

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

12. CERTIFICATION, INFORMATION AND EVIDENCE

All certificates, information and evidence as required by the Company shall be furnished at the expense of the Policyholder.

13. EXTENT OF MEDICAL BENEFITS

All Medical Benefits appearing in the benefits schedules set forth in the Policy Schedule are applicable worldwide without geographical limitation except where specifically stated otherwise in PART 2 of this Policy or on the benefit schedule concerned as set forth in the Policy Schedule.

14. CLAIMS IN FOREIGN CURRENCIES

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

15. OTHER COVERAGE

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

16. SUITS AGAINST THIRD PARTIES

Nothing in this Policy shall render the Company liable in respect of, or liable to prosecute, respond to or defend, any suit for damages which may arise in connection with any negligence, omission, default or malpractice of any person defined in Definition 33 of PART 1 above or Hospital as may be nominated under this Policy to provide any Treatment or conduct any medical examination of any Insured Person under the terms of this Policy.

17. LEGAL PROCEEDINGS

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

18. HEADINGS

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

19. SEVERANCE

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

20. WHOLE AGREEMENT

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

21. NON-WAIVER

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

22. ASSIGNMENT

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

23. NO INTEREST PAYABLE ON ANY BENEFIT

No benefit payable under this Policy shall carry any interest.

24. CURRENCY OF PAYMENTS

All premiums and claims shall be payable in Hong Kong Dollars save and except where specifically provided otherwise elsewhere in this Policy.

25. ERRORS AND OMISSIONS

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

26. THIRD PARTY RIGHTS

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

27. CONTESTABILITY

We rely on the information you gave us in the application for Registration, health declaration and any other documents you have provided to us in applying for Registration or reinstatement of this Policy (as the case may be) to decide whether to accept your insurance application or application for reinstatement. You shall be responsible for giving us complete and accurate information of the owner, the Insured Person, as well as all material facts required to be disclosed in the application for Registration and health declaration or in our specific request(s) which may affect our underwriting decision.

If (a) the issuance of this Policy has been procured by fraud or by misrepresentation; or (b) any of the information provided by you is incomplete or inaccurate or you do not comply with any conditions of this Policy; or (c) there is non-payment of premium, we may at all times contest:

(i) the validity of this Policy;

(ii) any benefits and payments under this Policy; and / or

(iii) insurability of the Insured Person.

28. SANCTION LIMITATION AND EXCLUSION CLAUSE

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America.

PART 5
SPECIAL CONDITIONS

1. REGISTRATION

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

2. EFFECTIVE DATE

Subject to the Policyholder paying the premiums or additional premiums (in accordance with the provisions of Condition 15 of this PART 5) the Medical Benefits for an Insured Person shall become effective and available on whichever is the latest of and as the case may be:

(a) Insurance for Eligible Persons will commence on the first day of the month following approval of the application for Registration or upon the date specified in the application whichever is the later.

(b) The Original Commencement Date of this Policy if the Insured Person shall have been duly Registered for the benefit or benefits in question as of the Original Commencement Date.

(c) Whenever an Insured Person who has voluntarily terminated his coverage under this Policy applies for reinstatement, the Policyholder shall furnish at his own expense evidence of the Insured Person's health satisfactory to the Company in addition to a properly completed written application for reinstatement, and cover for the benefits shall not become effective until the date of Registration by the Company pursuant to such application.

3. EFFECTIVE DATE PROVISION

If any Insured Person is confined in a Hospital on the date on which the benefits would otherwise have become effective and available, benefits for such an Insured Person shall not become effective until the day immediately following the termination of such Hospital Confinement.

4. MINIMUM AND MAXIMUM AGES ACCEPTANCE

No person shall be accepted for Registration under this Policy who is under the age of fifteen (15) days or exceeds the age of sixty-five (65) years as at the date of Registration. Should such person be accepted for Registration by mistake, the Company shall not be liable to provide any benefit in respect of that person under this Policy and shall moreover be entitled to cancel Registration for coverage of that person in accordance with the provisions of Condition 13 of this PART 5 without prejudice to the provisions of General Condition 1 of PART 4 above.

5. ELIGIBILITY DATE OF DEPENDANT OR IMMEDIATE FAMILY

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

(i) If the Policyholder has any Dependant or Immediate Family who is an Eligible Person on the Effective Date, such Dependant or Immediate Family becomes eligible for coverage as of the Effective Date.

(ii) If any Dependant or Immediate Family is added after the Effective Date of this Policy, subject to underwriting approval, and such Dependant or Immediate Family becomes an Eligible Person within the meaning of the 'Eligible Person' as defined in PART 1 by Registration with the Company, the date of that Dependant or Immediate Family's eligibility for Medical Benefits shall be the date on which he becomes an Insured Person through Registration.

6. DUPLICATE APPLICATION

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

7. SUBROGATION

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

8. ADDITIONS AND DELETIONS

Subject to the terms and conditions in this Policy, the Policyholder shall advise the Company of additional persons to be covered or persons to be deleted on a form to be provided by the Company upon the Policyholder's request and the Company shall credit or debit the Policyholder for the premium required.

9. UPGRADED BENEFITS

The Insured Person may apply to the Company in writing to upgrade the Medical Benefits to a higher class one month prior to each Renewal. The application will be made on a form prescribed by the Company and subject to the Company's approval and the upgrade will be effective on the date of Renewal. If such Insured Person shall have been afflicted with a covered Disability before the said written notice was received by the Company, the benefits payable in respect of such Disability shall not exceed the limit(s) or maximum(s) of benefits applicable to that Disability prior to the date the written notice was received and approved by the Company.

10. TAKE-OVER MEMBERSHIP

If this Policy shall have commenced immediately upon termination of a preceding policy and subject to the Company's approval in writing and the terms and conditions of this Policy and provided that the Company shall have prior to the Effective Date been provided with a copy of such preceding policy, the following provisions shall apply:

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

(ii) all references to 'Effective Date' in the definition of 'Pre-existing Conditions' on PART1 of this Policy shall be read as 'Effective Date of the preceding policy'; and

(iii) any other terms and conditions endorsed to this Policy.

11. TERMINATION OF MEDICAL BENEFITS

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

(i) the expiration of the period for which the last premium payment was made in respect of such Insured Person;

(ii) the Expiry Date coinciding with or following the death of the Insured Person/Policyholder;

(iii) the date on which the Insured Person is deleted from this Policy;

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

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

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

12. RENEWAL

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

13. CANCELLATION

(a) If the Policyholder gives notice in writing to the Company to terminate this Policy, or to terminate cover with respect to any Insured Person included hereunder, such termination shall become effective on the last day of the month in which the notice is received by the Company or the date specified in the notice, whichever is the later, provided that no claims have been paid or are payable under this

Policy in respect of that individual Insured Person. No premium or proportion of the premium will be refunded to the Policyholder when termination is accepted before the natural expiry date of the annual Policy.

(b) If the Company gives notice of termination by registered letter to the Policyholder at his or her last known address, such termination shall become effective from the last day of the month following the date of such notice being issued provided such notice period will not be less than seven days.

(c) This Policy shall terminate forthwith upon the death of the Policyholder. Any Eligible Person shall cease to be an Insured Person forthwith upon his or her death or upon his or her ceasing to be an Eligible Person.

(d) In the event that the initial premium charged to the Policyholder's nominated bank account is not paid, this Policy shall be deemed to be null and void from the Original Commencement Date.

(e) Provided one or more premiums charged to the Policyholder's nominated bank account have been paid, non-payment of any subsequent premium shall terminate this Policy as of the last day of the month in which such premium became payable.

(f) In the event premium has been paid for any period beyond the termination date of this Policy, or beyond the termination date of cover in respect of Insured Persons, the relevant proportion shall be refunded to the Policyholder's nominated bank account. In the event that premium has not been paid for any period up to the date of termination or as otherwise provided for in this Policy, the Policyholder shall be liable to the Company for the payment of such premium.

(g) The Company shall be entitled at any time to terminate this Policy, or to subject this Policy to different terms, if the Policyholder or an Insured Person has at any time failed to observe the terms and conditions of this Policy or failed to act with the utmost good faith.

14. REINSTATEMENT

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

15. PREMIUM PAYMENTS

The Policyholder agrees to pay the premium monthly or annually as agreed when due which premium will be debited to the Policyholder's nominated bank account. Premiums shall be due in advance at the beginning of each period. If payment is not received by the Company on or before the due date, the Registration shall terminate on the Original Commencement Date (if premiums are payable annually) or the last day of the month in which such premium became payable (if premiums are payable monthly). Provided that where an overdue payment is received by the Company within 30 days after the due date, the Company may at its discretion determine that the Registration and all entitlements to benefits thereunder shall continue in full force and effect.

16. PREMIUM RATE OF THIS POLICY

The rates of premiums and any rates of premium discounts or surcharges shall be prescribed from time to time by the Company which shall also have the right to prescribe the method of payment of premiums.

17. COOLING OFF PERIOD

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

Your right to cancel this Policy is based on the following conditions:

- Your request to cancel must be signed by you and received by AXA General Insurance Hong Kong Limited within 15 days of receipt of this Policy.

- No refund can be made if a claim has already been paid or any medical services under this Policy have been used.

Should you have any queries or need further explanation, you may contact our Customer Services Hotline at 2519 1281 or write to us.

PortaProtection policy terms and conditions

July 2020

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