

Corporate HealthNet Plus

**Group Health
Insurance
Contract**

Bupa (Asia) Limited

hereby issues this Contract to

the Subscriber

and agrees, subject to all the terms and conditions appearing in the Contract, to pay to the Member the Benefits in accordance with the Schedule of Benefits.

In consideration of the payment of Subscription and on the basis of the Application submitted to Bupa, Bupa hereby agrees to issue this Contract to cover the Member and provide for the Benefits in accordance with the terms and conditions set out herein. The Subscription is due and payable on the Contract Effective Date.

In witness whereof, Bupa has caused this Contract to be executed at Hong Kong as of its date of issue to take effect on the Contract Effective Date. However, the Contract shall not be binding upon Bupa unless the Contract Schedule attached to the Contract is signed by a duly authorised representative of Bupa.

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(1 January 2023 Edition)

General Conditions

In construing this Contract:

- (a) general words introduced by the word "other" shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things;
- (b) the words "include", "including" or "for example" shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words;
- (c) the headings in this Contract are for the purposes of reference only and shall not affect the interpretation or application of any of the terms hereof; and
- (d) references to "this Contract" shall mean this Contract as amended from time to time. References to Clauses, Sections and Schedules are to clauses, sections and schedules of this Contract.
- (e) Subscriber and Bupa are individually referred to as a "party" and collectively referred to as the "parties".

1. Definitions

In this Contract where consistent with the context, the singular shall include the plural and vice versa; words importing the masculine gender shall include the feminine and neutral gender; and each of the following words and expressions shall have the following meanings, except where the context otherwise requires.

"Accident"	means an external, sudden, violent and unexpected event of visible nature which shall, independently of any other cause, be the sole cause of bodily injury.
"Actively at Work"	in relation to an Employee, means the Employee is able to perform all the usual and customary duties of his employment on a scheduled working day. An Employee is deemed as actively at work if his absence from work is not due to sickness, childbirth, injury or Hospital Confinement. in relation to a Dependant, means the Dependant is not prevented from carrying out his normal day-to-day activities due to sickness, childbirth, injury or Hospital Confinement.
"Anaesthetist"	means a Registered Medical Practitioner who is registered under Anaesthesiology of the Specialist Register of the Medical Council of Hong Kong or a person with at least an equivalent qualification to practise in the place where medical expenses are incurred.
"Application"	means the application form(s) submitted by the Subscriber to Bupa in connection with this Contract.
"Benefit" or "Benefits"	means the benefit(s) payable by Bupa to a Member under this Contract.
"Bupa"	means Bupa (Asia) Limited.
"Bupa HealthNet"	means a network of medical service providers who are appointed by Bupa on behalf of the Subscriber and have entered into arrangements with Bupa to provide medical services to the Members on Bupa's undertaking to settle their medical services so provided. These medical service providers are listed in the List of HealthNet Service Providers.
"Bupa HealthNet Card (BHN Card)"	means the medical card issued by Bupa to a Member in such manner as Bupa may from time to time determine for use by the Member in payment of such medical expenses charged by the HealthNet Service Providers and the outpatient department of the private Hospitals in Hong Kong as shall be payable by Bupa as specified in the Schedule of Benefits of the Contract.
"Bupa Worldwide Assistance Programme"	means any or all of the Benefits as outlined in Section D of the Description of Benefits .
"Chinese Medicines"	means the Chinese medicines legally registered in the Chinese Medicines Board under the Chinese Medicine Council in Hong Kong pursuant to the Chinese Medicine Ordinance (Chapter 549, Laws of Hong Kong) or the equivalent legal authority of any other place rendering Chinese medicines treatment.
"Chiropractor"	means a person (other than the Member himself, his relatives, family or business partners unless approved by Bupa) who is legally authorised in Hong Kong or any other place where medical expenses are incurred to render chiropractic service through manipulation of joints and has qualifications at least equivalent to those of a chiropractor registered pursuant to the Chiropractors Registration Ordinance (Chapter 428, Laws of Hong Kong).
"Clinical Benefit"	means any or all of the Benefits as outlined in Section E of the Description of Benefits , if applicable.
"Clinical Operation"	means a surgical procedure which may effectively be undertaken at a clinic by a Registered Medical Practitioner where a stay in Hospital is not Medically Necessary provided that the surgical procedure falls under the Schedule of Surgical Operations and is classified as a Clinical Operation therein.
"Congenital Conditions"	means medical abnormalities existing at the time of birth, regardless of whether they are known or unknown to the Member. Medical abnormalities shall include (but not to the exclusion of others which may medically be regarded as congenital conditions), strabismus (squint), hydrocephalus, undescended testicle, Meckel's diverticulum, flat foot, heart septal defect and indirect inguinal hernias.
"Contract"	means the terms, conditions and exceptions contained in or endorsed in this Contract, the Application, the Contract Schedule, the Subscription Rate Table, the Schedule of Benefits, any other schedule attached to this Contract, and any endorsement(s) and amendment(s) signed thereto by the authorised representative of Bupa.
"Contract Anniversary Date"	means the same date in the subsequent calendar year as the Contract Effective Date, stated as such in the Contract Schedule or as stipulated in subsequent endorsement, if any.
"Contract Effective Date"	means the date stated as such in the Contract Schedule or as stipulated in subsequent endorsement, if any, being the effective date of this Contract in consideration of the payment of Subscription.
"Contract Schedule"	means the schedule attached to this Contract and as amended from time to time which lists the name of the Subscriber, Contract Effective Date, Contract End Date, Contract Anniversary Date, member classification and eligibility, and so on.
"Contract End Date"	means the date stated as such in the Contract Schedule or as stipulated in subsequent endorsement, if any.
"Contract Year"	means the period commencing from the Contract Effective Date and expiring on the Contract Anniversary Date stated as such in the Contract Schedule or as stipulated in subsequent endorsement, if any.

“Coverage Commencement Date”	means subject to Parts 4.1 and 5.6 of the General Conditions , (a) in relation to an Employee, the date stated as such in the Contract Schedule or as stipulated in subsequent endorsement, if any; and (b) in relation to a Dependant of an Employee, the later of the Employee’s Coverage Commencement Date and the day of becoming a Dependant of an Employee who is a Member.
“Day Case”	means a surgical procedure, Non-surgical Cancer Treatment and kidney dialysis (if applicable under this contract) which may effectively be undertaken at a clinic or day-case unit of a Hospital by a Registered Medical Practitioner where an overnight stay in Hospital is not Medically Necessary provided that the surgical procedure falls under the Schedule of Surgical Operations and is classified as Day Case therein.
“Dependant”	means: (a) the lawful spouse, below the age of sixty-five (65) years on his Coverage Commencement Date, of an Employee; and (b) any lawful unmarried child, between the age of fifteen (15) days and seventeen (17) years inclusive on his Coverage Commencement Date, of an Employee, or (c) any lawful unmarried child, between the age of eighteen (18) years and twenty-two (22) years inclusive on his Coverage Commencement Date, of an Employee, provided such child is a full time student and upon request valid proof must be furnished and accepted by Bupa. And with the agreement and sole determination of the Subscriber, the definition of Dependant shall be further extended to cover the followings: (d) lawful partner, below the age of sixty-five (65) years on his Coverage Commencement Date, of an Employee under a marriage celebrated or contracted outside Hong Kong in accordance with the law in force at the time and in the place where the marriage is performed; (e) domestic partner, below the age of sixty-five (65) years on his Coverage Commencement Date, of an Employee. Domestic partner shall mean civil partner, or the person (of same or different sex), with whom the Employee lives with in a continuous, committed, exclusive relationship during which period neither the Employee nor that person was or is married to or partnered with any other person; (f) any unmarried child (including child born out of wedlock or under legal custody, adoptive child and stepchild), between the age of fifteen (15) days and seventeen (17) years inclusive on his Coverage Commencement Date, of an Employee or the Employee’s lawful/ domestic partner; and/or (g) any unmarried child (including child born out of wedlock or under legal custody, adoptive child and stepchild), between the age of eighteen (18) years and twenty-two (22) years inclusive on his Coverage Commencement Date, of an Employee or the Employee’ s lawful/ domestic partner, provided such child is a full time student and upon request valid proof must be furnished and accepted by Bupa. The Subscriber shall determine the Dependant’s eligibility based on its internal rules and guidelines, and Bupa shall add or remove any Dependents solely relied on the Subscriber’s instructions without conducting any eligibility and relationship checking.
“Developmental Conditions”	means abnormal development compared to what is expected at the given age level or stage of development. These impairments or disabilities originate before the age of eighteen (18) years, may be expected to continue indefinitely, and constitute a substantial impairment. Biological and non-biological factors are involved in these disorders. They shall include (but not to the exclusion of others which may medically be regarded as developmental conditions) language and learning disorders, autism and mental retardation.
“Disability”	means an illness or bodily injury, and shall include all disabilities arising from the same cause including any or all complications there from, except that after ninety (90) days following the latest discharge from Hospital or the last consultation during which no treatment is received, any subsequent disability from the same cause shall be considered as a separate disability.
“Emergency”	means unplanned Hospital Confinement and condition that is acute in nature and wherein the initial sign or symptom, and the consultation or treatment for this condition cannot be and are not separated by more than forty-eight (48) hours.
“Employee”	unless this Contract provides to the contrary, means an employee of the Subscriber who is: (a) below the age of sixty-five (65) years on his Coverage Commencement Date; (b) working on a full time and permanent basis; (c) generally required to be at work during the scheduled office hours of a standard week; (d) under a continuous contract of employment within the meaning of the Employment Ordinance of Hong Kong (Chapter 57, Laws of Hong Kong); and (e) registered in the payroll list of the Subscriber.
“General Practitioner”	means a Registered Medical Practitioner who is registered under the General Register of the Medical Council of Hong Kong or a person with at least an equivalent qualification to practise in the place where medical expenses are incurred.
“HealthNet Benefit”	means the Benefit referred to as such in the Schedule of Benefits.
“HealthNet Diagnostic Centres”	means the imaging and laboratory centres in Bupa HealthNet.
“HealthNet Physiotherapists”	means the Physiotherapists in Bupa HealthNet.
“HealthNet Registered Chinese Medicine Practitioners”	means the Registered Chinese Medicine Practitioners in Bupa HealthNet.
“HealthNet Registered Medical Practitioner”	means the Registered Medical Practitioners in Bupa HealthNet.
“HealthNet Service Providers”	means HealthNet Registered Medical Practitioners, HealthNet Physiotherapists, HealthNet Registered Chinese Medicine Practitioners, HealthNet Diagnostic Centres and other medical service providers in Bupa HealthNet.
“Hereditary Conditions”	means medical conditions genetically transmitted from parent to offspring.
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China.
“Hospital”	means any establishment recognised, constituted and registered as a hospital under the laws of the territory in which that establishment is situated to provide medical services for the sick, the injured or those who require medical treatment, and which has government approved facilities for diagnosis, major surgery and provides twenty-four (24) hours a day nursing services by Qualified Nurses and is

under the regular care and attendance of Registered Medical Practitioners.

“Hospital” does not include any establishment or that portion of any establishment which is operated as a convalescent or nursing home, rest home, home for the aged, or any establishment for rehabilitation of alcoholics or drug addicts, or any similar purpose.

“Hospital and Surgical Benefit”	means any or all of the Benefits as outlined in Section A of the Description of Benefits .
“Hospital Cash Benefit”	means any or all of the Benefits as outlined in Section B of the Description of Benefits .
“Hospital Confinement”	means confinement in a Hospital as an in-patient for western medicine and surgical services as a result of a Medically Necessary condition and recommended by a Registered Medical Practitioner. For the purpose of this Contract, the Member must stay in the Hospital for the entire period of confinement and room and board charges must be incurred.
“Levy”	means the prescribed levy as stipulated in the Insurance Ordinance (Cap. 41) and the Insurance (Levy) Regulation (Cap. 41I) and as prescribed and calculated in the Insurance (Levy) Order (Cap. 41J).
“Levy Adjustment”	means the adjustment to the Levy for changes arise from Subscription Adjustment.
“List of HealthNet Service Providers”	means the list that contains the particulars of the HealthNet Service Providers in either print or digital format as published by Bupa and amended from time to time.
“Maximum Limit”	means the maximum amount that will be paid or reimbursed by Bupa subject to the terms and conditions of this Contract with regard to the relevant Benefit(s) as specified in the Schedule of Benefits.
“Medically Necessary”	<p>means the necessity to have a treatment, medical service or medication which is:</p> <ul style="list-style-type: none">(a) consistent with the diagnosis and customary medical treatment for the condition at a Normal and Customary charge;(b) in accordance with standards of good and prudent medical practice;(c) necessary for such a diagnosis or treatment;(d) not furnished primarily for the convenience of the Member, Registered Medical Practitioner, Registered Chinese Medicine Practitioner, Chiropractor, Physiotherapist, Qualified Nurse, Anaesthetist, Registered Dentist, Registered Dental Hygienist or any other medical service providers;(e) furnished at the most appropriate level which can be safely and effectively provided to the Member; and(f) with respect to Hospital Confinement, not furnished primarily for diagnostic scanning purpose, imaging examination or physical therapy. <p>For the avoidance of doubt, the recommendation of the attending Registered Medical Practitioner is not the sole factor to be considered when determining whether a treatment, medical service or medication is Medically Necessary</p> <p>For the purpose of this Contract, without prejudice to the generality of the foregoing, circumstances where a Hospital Confinement is considered Medically Necessary include, but are not limited to -</p> <ul style="list-style-type: none">(i) the Member is having an Emergency that requires urgent treatment which should be performed at a Hospital;(ii) surgical procedures which are medically required to be performed under general anaesthesia;(iii) equipment for surgical procedure is available in Hospital and procedure cannot be done on a Day Case basis;(iv) there is significantly severe co-morbidity of the Member; and/ or(v) taking into account the individual circumstances of the Member and for the safety of the Member, the medical service should only be conducted in Hospital. <p>For the purposes of interpreting “standards of good and prudent medical practice”, Bupa shall consider the followings:</p> <ul style="list-style-type: none">I. standards that are based on clinically proven evidence in appropriately reviewed, independent medical journals;II. relevant specialty body recommendations; andIII. in accordance with standards of generally accepted medical practice.
“Member”	means an Employee and his Dependants who are covered under this Contract.
“Network Dental Centre”	means the list of dental service providers appointed by Bupa to provide the covered dental services items as specified under the Schedule of Benefits. The particulars of these dental service providers are published by Bupa in either print or digital format and shall be amended from time to time.
“Non-HealthNet Benefit”	means the Benefit referred to as such in the Schedule of Benefits.
“Non-surgical Cancer Treatment”	means cancer treatment for chemotherapy, radiotherapy, targeted therapy, immunotherapy and hormonal therapy.
“Normal and Customary”	<p>in relation to fees, 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 Bupa in utmost good faith. The Normal and Customary charges shall not in any event exceed the actual charges incurred.</p> <p>In determining whether a charge is Normal and Customary, Bupa 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 Hong Kong government; and/ or(d) other pertinent source of reference in the locality where the treatments, services or supplies are provided.
“Operating Theatre”	means any facility designated for and equipped to perform surgical operations or procedures, and have satisfied at least equivalent to the requirements stipulated in the Code of Practice for Day Procedure Centres or the Code of Practice for Hospitals issued by the Director of Health in Hong Kong, or any other applicable code of practice or regulation pursuant to the Private Healthcare Facilities Ordinance (Chapter 633, Laws of Hong Kong).
“Physiotherapist”	means a person (other than the Member himself, his relatives, family or business partners unless approved by Bupa) who is legally authorised in Hong Kong or any other place where medical expenses are incurred to render assessment and treatment service on physical disabilities by means of remedial exercises, manual therapy and mechanical, thermal or electrical energy and has qualifications at least equivalent to those of a physiotherapist registered pursuant to the Supplementary Medical Professions Ordinance (Chapter 359, Laws of Hong Kong).

“Pre-existing Conditions”	means illness or bodily injury that commenced or presented sign(s) and symptom(s), prior to his Coverage Commencement Date.
“Private Room”	means a room for Member’s private use during his Hospital Confinement with its own private facilities. This includes a bedroom, a bath or shower room, but does not include kitchen, dining or sitting rooms.
“Qualified Nurse”	means a nurse (other than the Member himself, his relatives, family or business partners unless approved by Bupa) who is legally registered in Hong Kong or any other place where medical expenses are incurred to render nursing services and has qualifications at least equivalent to those of a nurse registered or enrolled pursuant to the Nurses Registration Ordinance (Chapter 164, Laws of Hong Kong) and “nursing” shall be construed accordingly.
“Registered Chinese Medicine Practitioner”	means a Chinese medicine practitioner or any person (other than the Member himself, his relatives, family or business partners unless approved by Bupa) who is legally authorised in Hong Kong or any other place where medical expenses are incurred to render Chinese Medicines treatment and has qualifications at least equivalent to those of a Chinese medicine practitioner registered pursuant to the Chinese Medicine Ordinance (Chapter 549, Laws of Hong Kong).
“Registered Dental Hygienist”	means any person (other than the Member himself, his relatives, family or business partners unless approved by Bupa) who is legally authorised in Hong Kong or any other place where medical expenses are incurred to render dental services and has qualifications at least equivalent to those of a dental hygienist registered pursuant to the Ancillary Dental Workers (Dental Hygienists) Registrations (Chapter 156B, Laws of Hong Kong).
“Registered Dentist”	means any person (other than the Member himself, his relatives, family or business partners unless approved by Bupa), who is legally authorised in Hong Kong or any other place where medical expenses are incurred to render dental services and has qualifications at least equivalent to those of a dentist registered pursuant to the Dentist Registration Ordinance (Chapter 156, Laws of Hong Kong).
“Registered Medical Practitioner”	means a General Practitioner, Specialist or any person (other than the Member himself, his relatives, family or business partners unless approved by Bupa) who is legally authorised in Hong Kong or any other place where medical expenses are incurred to render western medicine and surgical services and has qualifications at least equivalent to those of a medical practitioner registered pursuant to the Medical Registration Ordinance (Chapter 161, Laws of Hong Kong).
“Schedule of Benefits”	means the schedule as amended from time to time in which the Benefit items and the maximum amount that will be paid out or reimbursed in respect of each Benefit are set forth. This shall also include the Schedule of Benefits issued at the Contract Effective Date and any other schedule of Benefits issued thereafter as may be varied in accordance with Part 6 of the General Conditions .
“Schedule of Surgical Operations”	means the surgical schedule attached to this Contract and a full list of Schedule of Surgical Operations of Bupa as amended from time to time without prior notice to the Member in which surgical operations are classified into different categories according to the relative degree of complexity of operations involved. The classification shall include minor, intermediate, major and complex operation. If the operation performed is not included in the Schedule of Surgical Operations, Bupa will determine its category using an operation of equivalent difficulty and severity as a basis.
“Shortfall”	means expenses incurred by a person who has used the BHN Card for payment of such expenses that are not covered by the Contract.
“Smile Dental Benefit”	means any or all of the Benefits as outlined in Section F of the Description of Benefits , if applicable.
“Specialist”	means a Registered Medical Practitioner approved as such by Bupa or a Registered Medical Practitioner who is registered under the Specialist Register of the Medical Council of Hong Kong or equivalent registration in the place where medical expenses are incurred and qualified to practise specialist care according to the qualified specialty.
“Sponsor Persons”	means the Subscriber’s subsidiary and parent undertakings and their respective officers, directors, employees, agents or other persons associated with the Subscriber who are in connection with the entry into or performance of any obligation by either Bupa or the Subscriber under this Contract.
“Subscriber”	means the owner of this Contract whose name appears as the Subscriber in the Contract Schedule.
“Subscription”	means premium payable or paid by the Subscriber to Bupa in consideration of Bupa agreeing to provide the Benefit. For the avoidance of doubt, Subscription includes any Subscription Adjustment.
“Subscription Adjustment”	means the adjustment to the Subscription for changes in the number of Members or Benefit of Member during the Contract Year.
“Subscription Rate Table”	means the schedule which lists the Subscription rates of the Benefit types by plan.
“Supplementary Major Medical Benefit”	means any or all of the Benefits as outlined in Section C of the Description of Benefits .
“Western Medication”	means medication legally registered with the Pharmaceutical Service of Department of Health in Hong Kong or the equivalent legal authority of any other place where medical expenses are incurred to render western medicine and surgical services.

2. The Group Contract

- 2.1 This Contract constitutes the entire agreement between the Subscriber and Bupa.
- 2.2 All statements made by the Subscriber shall be deemed representations and not warranties.
- 2.3 Any change to this Contract including but not limited to addition, alteration, amendment and deletion of any terms and conditions of this Contract shall not be valid unless approved by Bupa in writing and signed by the authorised representative of Bupa.
- 2.4 No agent or broker is authorised to do any of the following things on behalf of Bupa:
 - (a) remove or vary any of the terms and conditions of this Contract or introduce any other terms and conditions, written or oral, into this Contract;
 - (b) make any representation, agree any condition precedent or enter into any collateral contract with respect to this Contract;
 - (c) accept any offer or counter-offer made by the Subscriber; and
 - (d) approve or reject any claim under this Contract.
- 2.5 Except as provided for in **Parts 8.1 and 13.3 of the General Conditions**, this Contract cannot be terminated unilaterally by Bupa or the Subscriber before it expires on the Contract Anniversary Date.

3. Payment of Subscription

- 3.1 This Contract shall not take effect or continue to be in force (and no Benefits shall accrue or be payable hereunder) until the Subscription payable under this Contract is actually received in full and in cleared funds by Bupa.
- 3.2 The rate of Subscription payable under this Contract shall be at such rate as determined by Bupa and set forth in the Subscription Rate Table.
- 3.3 Subscription Adjustment and Levy Adjustment shall be paid by the Subscriber to Bupa where there is a change in the number of Members or a change in the Benefit of a Member. Subscription Adjustment and Levy Adjustment in respect of the change in the number of Members shall be calculated on a pro-rata basis from the relevant Coverage Commencement Date to the end of the period to which the invoice(s) for Subscription and Levy relates. Subscription Adjustment and Levy Adjustment in respect of the change in the Benefit shall be calculated on a pro-rata basis from the day on which the change takes place to the end of the period to which the invoice(s) for Subscription and Levy relates.
- 3.4 Any upward Subscription Adjustment and Levy Adjustment shall become due and payable upon presentation of the invoice(s) for Subscription and Levy issued by Bupa in respect of such Subscription Adjustment and Levy Adjustment.
- 3.5 Notwithstanding any provisions in this Contract, where Bupa is required to refund to the Subscriber the Subscription and Levy or any part thereof paid under this Contract as a result of a downward Subscription Adjustment and Levy Adjustment or otherwise, the amount of such refund shall not exceed the total amount of Subscription, Levy, Subscription Adjustment and Levy Adjustment received by Bupa in the relevant Contract Year.
- 3.6 Any requests for refunds of the Subscription and Levy or any part thereof must be made within three (3) months after the end of the relevant Contract Year.
- 3.7 Notwithstanding **Part 14.1 of the General Conditions**, Subscription, Levy, Subscription Adjustment and Levy Adjustment shall be calculated as though the Subscriber has enrolled five (5) Employees where the number of Employees covered under this Contract is less than five (5).
- 3.8 Payment of Subscription shall be deemed to have been made by the Subscriber to Bupa where Bupa receives from the Subscriber full Subscription payment through remittance to a bank account designated by Bupa or by way of clearable cheque payable to "Bupa (Asia) Limited" within thirty-one (31) days after the issue date of Subscription invoice. Where payment of full Subscription is received by Bupa after the abovementioned thirty-one (31) days' period, Bupa has the right to reject the Application or suspend any claims process due to the late payment of the Subscription.
- 3.9 The Insurance Ordinance (Cap. 41) stipulates that a prescribed levy is payable to the Hong Kong Insurance Authority for the insurance contract by its policy holder. Unless otherwise informed by Bupa in writing, Subscriber is required to pay such amount of Levy and at such rates as specified by the Insurance (Levy) Order through Bupa together with the Subscription. Any non-payment of Levy by the Subscriber will result in Bupa making a report to the Insurance Authority for such non-payment as well as providing all relevant information including the Subscriber's name, contact information, levy amount and other information of this Contract as required by the Insurance Authority.

4. Enrolment of Member

- 4.1 As from the Contract Effective Date and in consideration of the full payment of Subscription at such rate as Bupa may determine, the Subscriber may apply in writing for enrolment of any eligible Employee and/or his Dependant as a Member.
- 4.2 Subject to the payment of Subscription Adjustment and Levy Adjustment as determined by Bupa, the Subscriber may from time to time apply for addition of Members.
- 4.3 The Subscriber shall give a written notice to Bupa of any enrolment of Members within thirty-one (31) days after the Employee and/or Dependant becomes eligible to be covered under this Contract.
- 4.4 Where the notice referred to in **Part 4.3 of the General Conditions** is received by Bupa after thirty-one (31) days from the date the Employee and/or Dependant becomes eligible to be covered under this Contract, entitlement to Benefits pursuant to **Part 5 of the General Conditions** shall be backdated to take effect from the day that is thirty-one (31) days immediately before the notice is received by Bupa. Subscription Adjustment and Levy Adjustment shall be calculated accordingly. Upon receiving such notice, Bupa shall, if the enrolment is approved by Bupa, enrol the Employee or the Dependant or both as a Member within a reasonable time.
- 4.5 If both the husband and wife are Employees of the Subscriber, the one covered under a higher benefit plan will be considered as the Employee and the one covered under a lower benefit plan and their children, if any, will be deemed as Dependents.

5. Entitlement to Benefits

- 5.1 Each Member shall be entitled to the Benefits payable under this Contract provided that, with the exception of Hospital Cash Benefit, under no circumstances is a Member entitled to receive a Benefit which the total amount is greater than the actual amount of expenses incurred by the Member.
- 5.2 If the medical expense incurred by a Member is covered by more than one Benefit, the Member is only entitled to claim the medical expense under the Benefit selected by Bupa.
- 5.3 **Part 11.3 of the General Conditions** applies if a part or the whole of the medical expense incurred by a Member is covered by other coverage which includes compensation under any laws or regulations, any insurance policy, government sponsored scheme or similar contract otherwise taken out or arrangement entered into by a Member or on a Member's behalf. The Benefit payable by Bupa together with the benefits payable under such other coverage shall not exceed one hundred percent (100%) of the medical expense incurred by the Member.
- 5.4 Unless this Contract expressly provides, any Dependant who enrolls as a Member by reason of being a Dependant shall be entitled to Benefits of the same classification and to the same extent as those of the relevant Employee.
- 5.5 Subject to **Part 5.6 of the General Conditions**, each Member shall be entitled to be covered under this Contract with effect from his Coverage Commencement Date.
- 5.6 If the Member is not Actively at Work on an otherwise valid Coverage Commencement Date, the Coverage Commencement Date will be deferred to the day the Member returns to being Actively at Work.
- 5.7 Clerical error in keeping the records shall not invalidate the Benefits of Member which are otherwise validly in force nor continue such Benefits which are otherwise validly terminated.

6. Variation of Benefits and Change of Membership Details

- 6.1 Subject to the payment of Subscription Adjustment and Levy Adjustment, if any, as determined by Bupa, the Subscriber may from time to time apply for variation of Benefits resulting from a change of eligibility of a Member.

- 6.2 The Subscriber shall give a written notice to Bupa of such change within thirty-one (31) days of the change. The Member shall be entitled to the Benefits as varied from the effective date of the variation of Benefits provided that no Benefit has been paid in accordance with the previous Benefits before such variation during the thirty-one (31) days immediately before the notice is received by Bupa.
- 6.3 Where the notice referred to in **Part 6.2 of the General Conditions** is received by Bupa after thirty-one (31) days of such change of eligibility, entitlement to the Benefits as varied shall be backdated to take effect from the day that is thirty-one (31) days immediately before the notice is received by Bupa provided that no Benefit has been paid to the relevant Member in accordance with the previous Benefits during the thirty-one (31) days immediately before the notice is received by Bupa. Subscription Adjustment and Levy Adjustment, if any, shall be calculated accordingly.
- 6.4 As from the effective date of the variation of Benefits, each Member shall be entitled to only the Benefits as varied. Any previous Benefits before such variation are not applicable. If the Benefit level after the change is higher than that which the Member is entitled to before the variation, Benefits are only payable in accordance with the Benefit level before the variation in relation to any illness or injury covered under this Contract that commenced prior to such change of Benefit level. For the avoidance of doubt, **Part 6.4 of the General Conditions** applies when Pre-existing Conditions is covered under this Contract resulting from the transfer of Members from other group health insurance contract that is declared in the Application with required evidences submitted.
- 6.5 The Subscriber shall notify Bupa of the changes of Member's particulars as may be necessary to carry out the terms of this Contract. Upon receiving such notice, Bupa shall, if the change is approved by Bupa, process the change within a reasonable time.

7. Payment of Benefits

- 7.1 Benefits are payable in respect of treatment, medical service or medication which is:
- Medically Necessary;
 - given or personally controlled on a day to day basis by a Registered Medical Practitioner, a Registered Chinese Medicine Practitioner, a Chiropractor, a Physiotherapist, a Qualified Nurse, an Anaesthetist, a Registered Dentist, Registered Dental Hygienist or any other medical service providers, if applicable, for the services payable as specified under this Contract;
 - undertaken at facilities approved by Bupa for the treatment, procedures or tests concerned and consistent with Bupa's guidelines for the best practice care and attention, as issued from time to time; and
 - given where all reasonable steps have been taken to minimise expenditure.
- 7.2 Payment of Benefits shall be deemed to have been made by Bupa to the Subscriber where Bupa pays the Member or the Subscriber, or to any third party as directed by the Subscriber as agreed by Bupa, the medical expenses incurred by the relevant Member subject to the relevant terms and conditions of this Contract by way of cheque or through remittance to a bank account designated by the Subscriber.
- 7.3 The payment of a Benefit to the Member or the Subscriber, or to any third party as directed by the Subscriber or in such other manner as may otherwise be agreed between the Subscriber and Bupa in any particular case, shall be a full and effective discharge of Bupa's liability for that Benefit under this Contract.

8. Termination of Benefits and Contract

- 8.1 If the Subscriber or a Member fails to act on utmost good faith, Bupa shall have the right to terminate the Member's Benefits or the Contract, or to revise the terms and conditions of the Contract.
- 8.2 If payment is not received by Bupa on or before any Subscription due date during a Contract Year, Bupa shall have the right to terminate the Benefits of the relevant Member from his Coverage Commencement Date and bear no liabilities in that particular Contract Year.
- 8.3 This Contract shall automatically cease to provide any Benefits to a Member, who is an Employee, on the earliest of the following dates:
- the Contract Anniversary Date immediately following his attainment of sixty-five (65) years old;
 - the day of the termination of employment with the Subscriber;
 - the day immediately following the Contract End Date;
 - the day following the end of the period for which Subscription is paid in respect of such Employee;
 - the date on which such Employee enters military, naval or air service;
 - the date on which the Member ceases to be an Employee, notwithstanding that he remains employed by the Subscriber;
 - the day immediately following the death of such Employee; or
 - the date on which bankruptcy or insolvency or analogous proceedings are commenced against the Subscriber.
- 8.4 This Contract shall automatically cease to provide any Benefits to a Member, who is a Dependant, on the earliest of the following dates:
- the Contract Anniversary Date immediately following, with respect to the eligible spouse of an Employee, his attainment of sixty-five (65) years old; with respect to the eligible child of an Employee, his attainment of eighteen (18) years old if he is not in full time education or twenty-three (23) years old;
 - the date on which this Contract ceases to provide any Benefits to the relevant Member whose relationship with the Dependant entitles the Dependant to be covered under this Contract;
 - the day following the end of the period for which Subscription is paid in respect of such Dependant;
 - the date on which such Dependant enters military, naval or air service;
 - the date on which such Dependant ceases to be a Dependant; or
 - the day immediately following the death of the Dependant.
- 8.5 The Subscriber shall give a written notice to Bupa of any termination of Members within thirty-one (31) days of the termination. This Contract shall cease to provide any Benefits to the Member on the dates referred to in **Parts 8.3 and 8.4 of the General Conditions** provided that no Benefit has been paid during the thirty-one (31) days immediately before the notice is received by Bupa.
- 8.6 Where the notice referred to in **Part 8.5 of the General Conditions** is received by Bupa after thirty-one (31) days of such termination, the Contract shall cease to provide any Benefits to the Member on the day that is thirty-one (31) days immediately before the notice is received by Bupa in lieu of the dates referred to in **Parts 8.3 and 8.4 of the General Conditions** provided that no Benefit has been paid to the Member during the thirty-one (31) days immediately before the notice is received by Bupa. Subscription Adjustment and Levy Adjustment, if any, shall be calculated accordingly.

9. Claims Procedure

- 9.1 Any claim for medical expenses incurred by a Member other than by the use of the medical card issued by Bupa (if applicable) under this Contract must be made using such claim form as prescribed by Bupa from time to time unless specified otherwise. All necessary original documents must be furnished by or on behalf of the Member within ninety (90) days after clinical visit, Clinical Operation, Day Case or discharge from Hospital to which the claim relates, otherwise Bupa may reject such claim at its absolute discretion without assigning any reasons. For this purpose, only the actual expenses incurred shall be considered for reimbursement. Any variation or waiver of the foregoing shall be at the absolute discretion of Bupa and must be evidenced in writing.
- 9.2 All information, certificates, evidence, medical reports and other data or materials as reasonably required by Bupa shall be furnished at the expenses of the claimant.
- 9.3 Bupa reserves the right at its own expense to appoint an independent medical examiner to examine the Member, as appropriate,

when and as often as it may reasonably require during the pendency of a claim under this Contract.

- 9.4 Bupa shall not accept liability for any claim unless the required information referred to in **Part 9.2 of the General Conditions** is received by Bupa within four (4) weeks from the issue date of any written request(s) from Bupa requesting such further information, unless otherwise agreed and approved by Bupa.

10. Currency

- 10.1 Subscriptions, Levy and Benefits shall be payable in Hong Kong dollars.
- 10.2 Any claim for reimbursement of medical expenses made by a Member in any currency other than Hong Kong dollars shall be converted to Hong Kong dollars at the official buying rate of such currency for Hong Kong dollars in effect in Hong Kong on the day of clinical visit, Clinical Operation, Day Case or discharge from Hospital, or if no such official rate exists, at the rate certified as appropriate by a bank as determined by Bupa.

11. General Exclusions

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

- 11.1 Pre-existing Conditions.
- 11.2 Treatment, medical service, medication or investigation which is not Medically Necessary.
- 11.3 Any illness or bodily injury for which compensation is payable under any laws or regulations or any other insurance policy or any other sources except to the extent that such charges are not reimbursed by any such compensation, insurance policy or sources.
- 11.4 Any charges for accommodation, nursing and services received in health hydros, nature cure clinics, convalescent home, rest home, home for the aged or similar establishments.
- 11.5 Any charges in respect of surgical or non-surgical cosmetic treatment (unless necessitated by injury caused by an Accident and the Member receives the Medically Necessary treatments or related services within one (1) year of the Accident), Hair Mineral Analysis (HMA), health supplements or body weight control (unless approved by Bupa).
- 11.6 Any charges in respect of preventive measures, including but not limited to routine blood tests, general check-ups, vaccinations or inoculations, hearing tests, eye refraction including but not limited to routine eye tests or any cost of fitting of spectacles or lens.
- 11.7 Congenital Conditions, Developmental Conditions or Hereditary Conditions.
- 11.8 Treatment that commenced during the first five (5) years from the Coverage Commencement Date of this Contract and which in any way arises from, is attributable to, or is consequential upon Human Immunodeficiency Virus Infection.
- 11.9 Sexually Transmitted (Venereal) Diseases or their sequel.
- 11.10 Treatment relating to pregnancy, including diagnostic tests for pregnancy or resulting childbirth, abortion or miscarriage; 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 and pre-mature ejaculation, regardless of cause.
- 11.11 Misuse or overdose of drugs or being under the influence of alcohol, self-inflicted injuries or attempted suicide.
- 11.12 Treatment relating to any illness or bodily injury resulting from participation in criminal activities.
- 11.13 Alternative treatment including but not limited to Chinese Medicines treatment, acupuncture, acupressure, tui na, hypnotism, rolfing, massage therapy and aromatherapy (unless it is payable under Chinese Herbalist Benefit or Chinese Bonesetter Benefit).
- 11.14 Senile Dementia (including Alzheimer's disease), Parkinson's disease.
- 11.15 Psychological or psychiatric condition(s) of any and all kinds, including but not limited to psychoses, neuroses, depression, anxiety, anorexia nervosa, schizophrenia, behavioural disorders, delirium, insomnia and neurasthenia (unless it is a Psychiatric Treatment Benefit payable under **Section A of the Description of Benefits**).
- 11.16 Any charges for the procurement or use of special braces and appliances, including but not limited to spectacles, hearing aids and other equipments such as wheel chairs and crutches.
- 11.17 Any treatment or investigation related to dental or gum conditions unless it is covered under Smile Dental Benefit or Emergency treatment arising from Accidents or the extraction of impacted wisdom teeth during Hospital Confinement. Follow-up treatment which is related to such Hospital Confinement shall not be covered unless it is payable under Smile Dental Benefit.
- 11.18 Treatment arising from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or terrorist acts.
- 11.19 Non-medical services, including but not limited to guest meals, radio, telephone, photocopy, taxes (except the Value-Added Tax or Goods and Services Tax for medical services), medical report charges and the like.
- 11.20 Expenses incurred for experimental or unproven medical technology or procedure not in accordance with the standards of good and prudent medical practice. For the purposes of interpreting "standards of good and prudent medical practice", Bupa shall consider (I) standards that are based on clinically proven evidence in appropriately reviewed, independent medical journals; (II) relevant speciality body recommendations; and (III) in accordance with standards of generally accepted medical practice.
- 11.21 Engaging or taking part in naval, military or airforce or any operation with any armed force; or any form of professional sports.

12. Inspection of Information

All documents or information furnished to the Subscriber by a Member in connection with this Contract, together with the Subscriber's payroll and other records that may have a bearing on this Contract, shall be open for inspection by Bupa at all reasonable times. Failure to provide such documents or information will result in Bupa having the sole discretion not to pay any claim under this Contract.

13. Material Disclosure

- 13.1 If the age or date of birth or other relevant facts relating to a Member shall be found to have been inadvertently misstated, and if such misstatement affects the scale of Benefits or the amount of Subscription payable or the terms and conditions of this Contract, the true age and facts shall be used in determining whether Benefits are payable under the terms of this Contract, and in what amount shall an equitable adjustment of Subscription and Levy be made. An overpayment of Subscription and Levy will not adjust any Benefits upwards but will only result in a refund of the excess Subscription and Levy paid.
- 13.2 The truth of any statement or declaration made by a Member or the Subscriber and the due observance and fulfilment of the terms and conditions of this Contract insofar as they relate to anything to be done or complied with by the Member or the Subscriber shall be a condition precedent to the liability of Bupa to pay any Benefit under this Contract. The costs of obtaining any information reasonably required by Bupa for verification shall be borne by the Member or the Subscriber.
- 13.3 If any of the events listed below takes place, this Contract shall be void at the sole and absolute discretion of Bupa and any Benefits obtained by the Subscriber or Member as a result of such events shall become immediately repayable to Bupa and Bupa reserves the right to recover from the Subscriber any cost related to the void Contract:
- if any fact relating to the Subscriber or the Member which may impact the risk assessment by Bupa is incorrectly stated in, or omitted from the Application or any statement or declaration made for or by the Subscriber or the Member in the Application; or
 - if this Contract, or any renewal thereof is obtained through any misstatement, misrepresentation or suppression; or
 - if any claim made under this Contract is fraudulent, untrue or exaggerated.

14. Renewal

- 14.1 This Contract shall be effective for a period of one (1) year and may be renewed on the Contract Anniversary Date for a further term of one (1) year by payment of the Subscription at such rate and on such terms as Bupa may determine, provided that:
- one-hundred percent (100%) of the Employees eligible for a non-contributory plan are enrolled as Members under this Contract on the Contract Anniversary Date as shown in the Contract Schedule; and
 - the number of Employees enrolled under this Contract is not less than five (5).

- 14.2 Bupa has the discretion, but shall not be bound, to renew this Contract, where **Part 14.1(b) of the General Conditions** is not satisfied.
- 14.3 Bupa may refuse any renewal of this Contract with one (1) month's prior notice as Bupa may think fit without assigning any reason therefore.

15. Restoration of Benefits

Notwithstanding **Part 1 and Part 11.1 of the General Conditions** but subject to **Part 14 of the General Conditions**, the Benefits shall be reinstated in the next Contract Year after renewal for any covered Disability in the current Contract Year. Such covered Disability in the current Contract Year will not be treated as a Pre-existing Condition in the next Contract Year.

16. Ownership of this Contract

Unless otherwise provided, Bupa shall treat the Subscriber as the absolute owner of this Contract. The Members are not parties to this Contract.

17. Assignment

This Contract cannot be assigned or transferred, whether in whole or in part, to any person without the written consent of Bupa.

18. Personal Data

- 18.1 From time to time, it may be necessary for Bupa to collect personal information relating to the Subscriber or a Member including without limitation the Subscriber's or a Member's name, identity card number (and copy of identity card), or passport number (and copy of identity card or passport), contact information, health and medical information and financial information ("Personal Information") in connection with the provision of health insurance services or the processing of health insurance claims (including where relevant, credit information and claims history) pursuant to this Contract.
- 18.2 Failure to supply such personal information will result in Bupa being unable to process the Application and/or provide insurance products/services and other related services to the Member and/or the Subscriber.
- 18.3 Any personal information collected or held by Bupa, whether contained in the Application or obtained in any claim processing procedure or otherwise from time to time may be used by Bupa for the purposes of:
- (a) processing the Application and providing subsequent services;
 - (b) processing any claims analysis and/or medical or other insurance-related checks;
 - (c) provision and design of insurance products and services of Bupa;
 - (d) detecting and preventing fraud (whether or not relating to the policy issued in respect of any application or claim);
 - (e) data matching, statistics and research reasonably incidental to or related to the insurance products and/or services provided by Bupa;
 - (f) communication with the Subscriber and/or a Member in relation to any of the purposes set out in **Part 18.3 of the General Conditions**;
 - (g) enabling an actual or proposed assignee, transferee, participant or sub-participant of all or a substantial part of Bupa's rights or business to evaluate the transaction intended to be the subject of the assignment, transfer, participation or subparticipation; and
 - (h) making disclosure to satisfy any applicable legal or regulatory requirements.
- 18.4 Such personal information may be transferred for the purposes as specified in **Part 18.3 of the General Conditions** to any of the following classes of transferees (within or outside Hong Kong): any company within the Bupa group of companies, any insurance intermediaries, any reinsurance companies authorised by Bupa, healthcare professionals and hospitals, your employer, any agents, contractors or third party service providers who provide administrative, telecommunications, computer, payment, data processing or storage, printing, research or other services to Bupa in connection with the operation of Bupa's business (including without limitation insurers, banks, lawyers, accountants, claims investigators, debt collection agencies, data processing companies, fraud prevention agencies, organisations that consolidate claims and underwriting information for the insurance industry, research agencies and professional advisors), any actual or proposed assignee, transferee, participant or sub-participant of all or a substantial part of Bupa's rights or business; any person to whom Bupa is under an obligation to make disclosure under the requirements of any law, rules, regulations, codes of practice or guidelines binding on Bupa including, without limitation, any applicable regulators, governmental bodies, industry recognized bodies, credit reference agencies, the Courts, and where otherwise required by law.
- 18.5 The Subscriber is duly authorised to release the information of its Employees (and their Dependants, if opted for) on the basis that such information may be used or transferred for the purposes as specified in **Part 18.3 of the General Conditions**, and agrees that it will fully indemnify and keep indemnified Bupa for any losses, damages, or claims that might result from the release by the Subscriber of such information.
- 18.6 The Subscriber shall have the right to request access to and correction of any personal information held by Bupa concerning any covered Members. All such requests can be made in writing and addressed to the Data Protection Officer of Bupa or by other means Bupa notify the Subscriber from time to time.

19. Claims Against Third Party

Nothing in this Contract shall require or render Bupa liable to join, respond to or defend or otherwise liable or answerable for any claim which may be instituted by the Subscriber or the Member against any Registered Medical Practitioner, Registered Chinese Medicine Practitioner, Chiropractor, Physiotherapist, Qualified Nurse, Anaesthetist, Registered Dentist, Registered Dental Hygienist, Hospital nominated by Bupa under this Contract, including but not limited to negligence, malpractice or other causes in the treatment or examination of a Member under the terms and conditions of this Contract.

20. Legal Proceedings

No action in law shall be brought against Bupa either:

- (a) before the expiration of sixty (60) days after proof of claim has been submitted to Bupa in accordance with the requirements of this Contract; or
- (b) after the expiration of one (1) year from the date on which proof of claim is required to be and has not been submitted to Bupa in accordance with the requirements of this Contract.

21. Time Effective and Territorial Limit

- 21.1 12:01am Hong Kong time shall be deemed to be the effective time with respect to any times or dates referred to in this Contract except for Contract End Date.
- 21.2 This Contract shall cover medical expenses incurred by a Member anywhere in the world unless specified otherwise.

22. Notice

- 22.1 Unless this Contract provides to the contrary, any consent or notice or invoice(s) for Subscription and Levy required to be given or sent must be in writing and signed by a duly authorised person on behalf of Bupa or the Subscriber as the case may be.

22.2 Any consent or notice or invoice(s) for Subscription and Levy shall be deemed to have been sufficiently given if personally delivered or sent by post to the address of the other party as appearing in this Contract or to such other address as may be notified to Bupa or the Subscriber from time to time. Any notice to Bupa sent by post shall be deemed to be given when received by Bupa. Notice served in any other manner approved and authorised by Bupa shall be deemed received when in the ordinary course it may have been expected to be received.

23. Governing Law and Jurisdiction

This Contract shall be governed by and construed in accordance with the Laws of Hong Kong. Subject to **Part 24 of the General Conditions**, the parties to this Contract agree to submit to the exclusive jurisdiction of the Courts in Hong Kong.

24. Arbitration

Any dispute, controversy or claim arising out of or relating to this Contract, including a claim relating to the invalidity, breach or termination thereof, shall be settled by arbitration in Hong Kong pursuant to the Domestic Arbitration Rules of the Hong Kong International Arbitration Centre (hereinafter called "HKIAC").

25. No Third Parties Rights

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

26. Bribery and Corruption

- 26.1 The Subscriber represents and warrants that neither the Subscriber nor any of the Sponsor Persons, in connection with the entry into or performance of any obligation by either Bupa or the Subscriber under this Contract:
- (a) has offered, promised, given, authorised, solicited or accepted any undue financial or other advantage of any kind, nor will the Subscriber or they take any such action after entry into this Contract;
 - (b) will engage in any activity, practice or conduct that would constitute an offence under any applicable laws relating to anti-bribery and anti-corruption matters; and
 - (c) will do, or omit to do, any act or series of acts that will cause or lead Bupa to be in breach of any applicable laws relating to anti-bribery and anti-corruption matters.
- 26.2 The Subscriber will promptly report to Bupa any request or demand by any person, in connection with the entry into or performance of any obligation by either Bupa or the Subscriber under this Contract, for any undue financial or other advantage of any kind or other act or acts that would, if such request or demand were met, be in breach of any applicable laws relating to anti-bribery and anti-corruption matters.

27. Sanctions

- 27.1 Bupa shall be deemed not to provide cover and Bupa shall not be liable to pay any claim or provide any benefit under this Contract to the extent that the provision of such cover, payment of such claim or provision of such benefit would:
- (a) be in contravention of a United Nations resolution or the trade or economic sanctions, laws or regulations of any jurisdiction to which Bupa is subject (which may include without limitation those of the European Union, Hong Kong, Australia, the United Kingdom, and/or the United States of America).
 - (b) expose Bupa to the risk of being sanctioned by any relevant authority or competent body; and/or
 - (c) expose Bupa to the risk of being involved in conduct (either directly or indirectly) which any relevant authority or competent body would consider to be prohibited.
- 27.2 Where such resolution, sanctions, laws or regulations referred to in **Part 27.1(a) of the General Conditions** are or become applicable to this Contract, Bupa reserves all of its rights to take all and any such actions as may be deemed necessary in its absolute discretion, to ensure that Bupa continues to be compliant, including but not limited to terminating coverage. The Subscriber acknowledges that this may restrict or delay Bupa's obligations under this Contract and Bupa may not be able to pay such claim in the event of a sanctions related concern.
- 27.3 The Subscriber shall upon its reasonable knowledge, inform Bupa promptly if there is any change to the identity, status and particulars of the Subscriber, Members (including Member's Dependants), and/or any other person or entity in connect with this Contract.

28. Fraud

- 28.1 Bupa reserves the right to refuse to pay the whole or any part of a claim, and to recover any payments Bupa has already made in respect of a claim, where the Subscriber or a Member:
- (a) has made a fraudulent or exaggerated or falsely stated claim under this Contract;
 - (b) has sent fake or forged documents or other false evidence, or made a false statement, in support of a claim under this Contract; and/or
 - (c) has failed to provide Bupa with information that the Subscriber or the Member (as the case may be) knows would otherwise enable Bupa to refuse a claim under this Contract.
- 28.2 In the event that Bupa detects fraudulent activity of a type described in **Part 28.1 of the General Conditions** (including a fraudulent claim or fraudulent omission to provide relevant information) made by or concerning a Member, Bupa reserves the right to suspend or terminate cover under this Contract for that Member (including that Member's Dependants) from the date of occurrence of the relevant fraudulent activity and the Subscriber shall be notified accordingly. Bupa will not be required make any further payment of the whole or part of any claim or to refund any Subscriptions relating to that Member or those Members.
- 28.3 The Subscriber shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Subscriber (including but not limited to the Subscriber's employees, staff, shareholders, members and directors) and notify Bupa immediately if the Subscriber has reason to suspect that any fraud in connection with this Contract has occurred, is occurring or is likely to occur.

29. Facilitation of Tax Evasion

- 29.1 The Subscriber represents and warrants that neither the Subscriber nor any of the Sponsor Persons, in connection with the entry into or performance of any obligation by either Bupa or the Subscriber under this Contract engaged or will engage in any activity, practice or conduct which would constitute any tax evasion offence or tax evasion facilitation offence under any applicable laws.
- 29.2 The Subscriber will promptly report to Bupa, in connection with the entry into or performance of any obligation by either Bupa or the Subscriber under this Contract, any request or demand by any person for any act or acts that would, if such request or demand were met, be in breach of any applicable laws against tax evasion or tax evasion facilitation.

Special Conditions – HealthNet Benefit and Bupa HealthNet Card

1. HealthNet Benefit

- 1.1 HealthNet Benefit shall be payable provided that Member shall comply with all of the following applicable requirements:
- (a) clinical treatment must be performed by a HealthNet Registered Medical Practitioner, a HealthNet Physiotherapist or a HealthNet Registered Chinese Medicine Practitioner, or other HealthNet service providers, if applicable, and carried out at their clinics (except for treatment by a Specialist for which the relevant specialty is not available in Bupa HealthNet where pre-authorisation has been obtained in accordance with **Part 4 of this Special Conditions – HealthNet Benefit and Bupa HealthNet Card**);
 - (b) Specialist consultation (except for dermatology, family medicine, gynaecology, ophthalmology, orthopaedics, otolaryngology, paediatric surgery, paediatrics and psychiatry) and physiotherapy must be referred in writing by a Registered Medical Practitioner;
 - (c) diagnostic imaging and laboratory tests, if applicable, is subject to written recommendation from a Registered Medical Practitioner for all diagnostic imaging and laboratory tests or written recommendation from a Registered Chinese Medicine Practitioner for X-ray only and laboratory tests and carried out at a HealthNet Diagnostic Centre;
 - (d) the applicable pre-authorisation and subsequent authorisation requirements as specified in **Part 4 of this Special Conditions – HealthNet Benefit and Bupa HealthNet Card** must be complied with;
 - (e) the medical expenses must be settled by the BHN Card which must be presented to the HealthNet Service Provider upon registration.
- 1.2 If any of the applicable requirements in **Part 1.1 of this Special Conditions – HealthNet Benefit and Bupa HealthNet Card** is not fulfilled, Members will not be entitled to HealthNet Benefit and all eligible medical expenses will be paid up to the Maximum Limits under Non-HealthNet Benefit, if any.
- 1.3 Payment of Benefits shall be deemed to have been made by Bupa to the Subscriber where Bupa pays the relevant HealthNet Service Providers for the settlement of the medical expenses incurred by the Member.

2. BHN Card

- 2.1 Bupa shall issue a BHN Card to each Member who has been enrolled under the HealthNet Benefit of this Contract upon acceptance of the Member's enrolment.
- 2.2 Subject to the terms and conditions of the Contract, Member may use the BHN Card to pay medical expenses charged by:
- (a) the HealthNet Service Providers as covered under HealthNet Benefit of the Contract;
 - (b) the outpatient department of the private Hospitals in Hong Kong as covered under Non-HealthNet Benefit of the Contract if specified in the Schedule of Benefits; and
- All expenses charged to the BHN Card remain the responsibility of the Subscriber until settlement of eligible expenses has been notified by Bupa to the Subscriber. In the event that the Member using a BHN Card incurs a cost which has exceeded the applicable Maximum Limit or is not eligible under this Contract, the Subscriber agrees to reimburse Bupa in full for the Shortfall within fourteen (14) days of receipt of a Shortfall invoice from Bupa.
- 2.3 Bupa has the right to offset any Subscription and Subscription Adjustment refundable to the Subscriber or claims payable to the Members against any Shortfall outstanding and arising from any of the Members or Subscriber.
- 2.4 Bupa reserves the right to suspend the usage of BHN Card in case of any outstanding Subscription or Shortfall in this Contract.
- 2.5 The BHN Card shall remain the property of Bupa and the Member to whom it is issued shall keep it safe at all times.
- 2.6 The BHN Card shall only be used by the Member to whom the BHN Card is issued. The BHN Card is not transferable.
- 2.7 The BHN Card shall immediately cease to be valid upon the earliest of the following events:
- (a) the Subscriber ceases to carry on business or goes into liquidation, conditional liquidation or receivership, or any analogous event;
 - (b) the Contract is terminated in accordance with the terms herein;
 - (c) the Member ceases to be a Member under the Contract; or
 - (d) Bupa so demands.
- The Subscriber undertakes to return the BHN Cards to Bupa within seven (7) days after the BHN Cards become invalid.
- 2.8 Notwithstanding **Part 2.10 of this Special Conditions – HealthNet Benefit and Bupa HealthNet Card**, the Subscriber is liable to pay Bupa the Shortfall and accepts full responsibility for:
- (a) the proper use of the BHN Cards by all Members in accordance with the terms and conditions of the Contract; and
 - (b) collecting any Shortfall and reimbursing Bupa thereof.
- 2.9 Bupa shall not be liable to the Subscriber or any Member in any respect for any loss, damage, expense, suit, action or proceeding suffered or incurred by the Member, whether directly or indirectly, arising from or in connection with the use of the BHN Card except as provided hereunder.
- 2.10 Use of BHN Card constitutes acceptance of the condition under which it was issued and in the event of loss or theft of the BHN Card, the Subscriber and the Member shall advise Bupa within forty-eight (48) hours of becoming aware of such loss or theft.
- 2.11 The BHN Card can be re-issued in case of loss or damage. The first replacement shall be free-of-charge. An administration fee of HK\$100 shall be charged to the Member for each subsequent replacement within the same Contract Year.

3. Appointment of HealthNet Service Providers and Arrangement of Credit Facility with Private Hospitals in Hong Kong

- 3.1 The Subscriber irrevocably authorises Bupa to appoint the relevant HealthNet Service Providers to provide HealthNet Benefit and to do all things and acts incidental to such appointment.
- 3.2 The Subscriber irrevocably authorises Bupa to make arrangement with the private Hospitals in Hong Kong to provide credit facility for eligible medical expenses incurred at their outpatient department, if applicable, and to do all things and acts incidental to such arrangement.
- 3.3 The appointment of HealthNet Service Providers and arrangement of credit facility by Bupa on behalf of the Subscriber under **Parts 3.1 and 3.2 of this Special Conditions – HealthNet Benefit and Bupa HealthNet Card** shall be made on such terms and conditions as Bupa shall think fit at its absolute discretion.
- 3.4 Bupa shall provide the List of HealthNet Service Providers in either print or digital format.
- 3.5 Nothing in this Contract shall render Bupa liable to join, respond to or defend or otherwise liable or answerable for any claim which may be instituted by the Subscriber or the Member against any HealthNet Service Providers and private Hospitals in Hong Kong, including but not limited to any negligence, malpractice or other causes in the treatment or examination of a Member.

4. Pre-authorisation

- 4.1 Subject to **Parts 4.2, 4.3 and 4.4 of this Special Conditions – HealthNet Benefit and Bupa HealthNet Card**, Bupa shall not be liable to pay any Benefits unless written pre-authorisation of Bupa is obtained before any of the following medical services:

- (a) diagnostic imaging or laboratory tests as required by Bupa's provider guidelines; and
 - (b) any treatment by a Specialist referred by a HealthNet Registered Medical Practitioner if the relevant specialty is not available in Bupa HealthNet.
- 4.2 If there is any variation to the extent, nature or cost of the pre-authorized items, Bupa's prior acceptance of such change must be obtained.
- 4.3 For Emergency medical treatment outside the normal office hours of Bupa, Member shall obtain subsequent authorisation from Bupa for such medical services on the next working day immediately after the day on which the medical treatment takes place.
- 4.4 If a Member fails to obtain pre-authorization under **Parts 4.1 and 4.2** and/or the subsequent authorisation under **Part 4.3 of this Special Conditions – HealthNet Benefit and Bupa HealthNet Card**, as the case may be, HealthNet Benefit will not be payable and all eligible medical expenses will be payable under Non-HealthNet Benefit, if any.
- 4.5 The giving of pre-authorization or subsequent authorisation from Bupa under **Part 4 of this Special Conditions – HealthNet Benefit and Bupa HealthNet Card** shall not be deemed as admission of Bupa's liability to pay and/or reimburse the Subscriber and/or Members under the Contract or a waiver of any breach of the terms and conditions of the Contract, if any.

Description of Benefits

Section A - Hospital and Surgical Benefit

Subject to the terms and conditions of this Contract, the Benefits described below shall be payable for receiving Medically Necessary western medicine or surgical services in respect of a Disability covered under this Contract subject to the applicable Maximum Limits, maximum number of days and reimbursement percentage as shown in the Schedule of Benefits.

Clinical Operation or Day Case, if eligible, shall be paid under the relevant Benefit within the Hospital and Surgical Benefit. Relevant expenses incurred for Medically Necessary home sleep apnea test, together with its pre-test and post-test consultation, if eligible, shall be exclusively paid under Miscellaneous Hospital Services Benefit and Pre-admission and Post-hospitalisation Out-patient Care Benefit, if applicable within the Hospital and Surgical Benefit.

1. Room and Board Benefit

This Benefit shall be payable for the charges as levied and published by a Hospital for the cost of accommodation and meals for the Member during the Member's Hospital Confinement. The amount payable under this Benefit shall be equal to the actual amount charged by the Hospital in respect of room and board during the Member's Hospital Confinement.

This Benefit shall not be payable for special nursing service for the Member, nor for accommodation and meal for guest.

2. Miscellaneous Hospital Services Benefit

This Benefit shall be payable for the following Hospital services, except where deleted or omitted from coverage or specified to the contrary in the Schedule of Benefits. The amount payable under this Benefit shall be equal to the actual amount charged by the Hospital for the following services rendered:

- (a) road ambulance service to and/or from the Hospital;
- (b) anaesthesia and oxygen and their administration;
- (c) blood transfusions;
- (d) dressing and plaster casts;
- (e) drugs, medicine, and curative materials consumed on premises;
- (f) films, imaging (including magnetic resonance imaging (MRI), CT scan and PET scan) and their interpretation unless specified otherwise;
- (g) intravenous infusions;
- (h) laboratory examinations;
- (i) Non-surgical Cancer Treatment;
- (j) radioactive isotope;
- (k) consumables used in the Operating Theatre; and
- (l) implants including but not limited to stent and pacemaker.

This Benefit shall be further extended to cover Medically Necessary rental charges of device used and the examination report fee for conducting home sleep apnea test at the Member's home or diagnostic centre as recommended by the Registered Medical Practitioner.

Medicine and curative material shall include all Western Medications, IV fluid, dressings, gauze, swabs, and other medical disposables and consumables used during Hospital Confinement for medical and nursing care. Instruments and other hardware used in an operation such as anaesthesia machine, gastroscope, colonoscope, lithotripter, x-knife, cyberknife and gamma knife do not belong to this category.

3. Intensive Care Benefit

This Benefit shall be payable for the charges incurred as a result of the Member being accommodated in an Intensive Care Unit in a Hospital recommended by the Registered Medical Practitioner in charge provided that the amount payable under Room and Board Benefit has been exhausted. The amount payable under this Benefit shall in no event exceed the applicable Maximum Limit of Intensive Care Benefit.

4. Private Nursing Benefit

This Benefit shall be payable subject to a written referral letter provided by a Registered Medical Practitioner when a Member incurs expenses for services rendered by a Qualified Nurse in respect of nursing at home after discharge from Hospital or for specialised nursing care received in a Hospital. The amount payable under this Benefit shall be equal to the actual charges for such services.

5. Surgeon and Attendance Fees Benefit

This Benefit shall be payable for fees charged by the Registered Medical Practitioner(s) in performing surgery that is qualified to render and consistent with the diagnosis including charges for visiting patient during the Member's Hospital Confinement. The amount payable under this Benefit shall be equal to the actual surgeon and attendance charges for such surgical operation performed by one or more Registered Medical Practitioners.

This Benefit, where applicable, will be payable in accordance with the classification of surgical operations as set out in the Schedule of Surgical Operations.

If two or more surgical operations are performed, whether on the same or on different dates, for any one Disability, the Benefit for all such surgeon and attendance charges shall not exceed the applicable Maximum Limit for Surgeon and Attendance Fees Benefit for the highest applicable classification of surgical operations per Disability per Contract Year as shown in the Schedule of Benefits. If two or more surgical procedures are performed at the same time or through a single incision, the amount payable under this Benefit shall not exceed the largest amount for which one of these surgical procedures is payable.

6. Anaesthetist's Fees Benefit

This Benefit shall only be payable if an Anaesthetist is used in addition to the Registered Medical Practitioner in any surgical procedure requiring the services of an Anaesthetist, and the Surgeon and Attendance Fees Benefit is payable for the same Disability under this Contract. The amount payable under this Benefit shall be equal to the actual charges for services provided by a professional Anaesthetist for the cost and administration of anaesthetics for the surgical operation or procedure.

This Benefit, where applicable, will be payable in accordance with the classification of surgical operations as set out in the Schedule of Surgical Operations.

If two or more surgical operations are performed, whether on the same or on different dates, for any one Disability, the Benefit for all such Anaesthetist fees shall not exceed the applicable Maximum Limit of Anaesthetist's Fees Benefit per Disability per Contract Year for the highest applicable classification of surgical operations as shown in the Schedule of Benefits.

If two or more surgical procedures are performed at the same time or through a single incision, the amount payable under this Benefit shall not exceed the largest amount for which one of these surgical procedures is payable.

7. Operating Theatre Fees Benefit

This Benefit shall be payable for the use of the Operating Theatre which is Medically Necessary for the carrying out of any surgical procedure during a Member's Hospital Confinement, provided that the Surgeon and Attendance Fees Benefit is also payable for the same Disability under this Contract. This Benefit shall also be payable for the use of the Operating Theatre for the carrying out of any Day Case in a day case unit of a Hospital. The amount payable under this Benefit shall be equal to the actual charges for the use of the operating room and equipment used in the Operating Theatre of a Hospital to perform the surgical operation or procedure.

This Benefit, where applicable, will be payable in accordance with the classification of surgical operations as set out in the Schedule of Surgical Operations.

If two or more surgical operations are performed, whether on the same or on different dates, for any one Disability, the Benefit for all such Operating Theatre fees shall not exceed the applicable Maximum Limit of Operating Theatre Fees Benefit per Disability per Contract Year for the highest applicable classification of surgical operations as shown in the Schedule of Benefits.

If two or more surgical procedures are performed at the same time or through a single incision, the amount payable under this Benefit shall not exceed the largest amount for which one of these surgical procedures is payable.

8. In-patient Physician's Fees Benefit

This Benefit shall be payable for attendance fee of Registered Medical Practitioner for non-surgical Hospital Confinement of the Member. The amount payable under this Benefit shall be equal to the actual consultation fee of Registered Medical Practitioner. This Benefit shall not be payable for telephone consultation where the Registered Medical Practitioner does not actually see and examine the Member.

9. In-patient Specialist's Fees Benefit

This Benefit shall be payable for fees charged by a Specialist in respect of Specialist services provided to the Member during the Member's Hospital Confinement. Services provided by pathologist, radiologist and Physiotherapist during Hospital Confinement shall be payable under this Benefit. A written referral letter must be provided by the attending Registered Medical Practitioner except for the services performed by pathologist, radiologist or Physiotherapist.

The amount payable under this Benefit shall be equal to the actual charges for such services.

This Benefit shall not be payable for:

- (a) treatment received before or on the day of any surgical procedure or during convalescent therefrom, unless such treatment:
 - (i) is given by a Specialist other than the surgeon who performed the surgical procedure, and
 - (ii) is in connection with a Disability entirely unrelated to the Disability which requires the surgical procedure mentioned herein; or
- (b) telephone consultation where the Specialist or Physiotherapist does not actually see and examine the Member.

10. Day Case Endoscopy Procedure Benefit

This Benefit shall be payable for the eligible medical expenses charged for endoscopy procedure under Clinical Operation or Day Case performed by a Registered Medical Practitioner at a clinic or day-case unit of a Hospital. Eligible medical expenses charged on the medical services under **Clauses 2, 5, 6 and 7** of this **Section A** and the consultation fees charged on the day of procedure that are related to endoscopy procedure shall be exclusively paid under this Benefit. Where a Hospital Confinement with an overnight stay is solely for the purpose of endoscopy procedure and such Hospital Confinement with an overnight stay is considered not Medically Necessary, eligible medical expenses charged on the medical services under **Clauses 2, 5, 6 and 7** of this Section A that are related to endoscopy procedure shall be exclusively paid under this Benefit. This Benefit shall be payable in lieu of other Benefits under **Clauses 1 to 9** of **Section A**. The amount payable under this Benefit shall be subject to the applicable Maximum Limit as shown in the Schedule of Benefits.

If Member's Hospital Confinement with an overnight stay is Medically Necessary, eligible medical expenses charged on the medical services related to endoscopy procedure shall be paid under **Clauses 1 to 9** of **Section A** above.

For the avoidance of doubt, where the expenses involve both endoscopy procedure and non-endoscopy procedure during the Member's Hospital Confinement with an overnight stay, the eligible medical expenses in entirety shall be payable under **Clauses 1 to 9** of **Section A** above. For full list of endoscopy procedures, please refer to Bupa's customer service portal - myBupa. This list is subject to change from time to time.

11. Day Case Viral Warts and Skin Lesions Procedure Benefit

This Benefit shall be payable for the eligible medical expenses charged for viral warts and skin lesions procedure under Clinical Operation or Day Case performed by a Registered Medical Practitioner at a clinic or day-case unit of a Hospital. Eligible expenses charged on the medical services under **Clauses 2, 5, 6 and 7** of this **Section A** and the consultation fees charged on the day of procedure that are related to viral warts and skin lesions procedure shall be exclusively paid under this Benefit. Where a Hospital Confinement with an overnight stay is solely for the purpose of viral warts and skin lesions procedure and such Hospital Confinement with an overnight stay is considered not Medically Necessary, eligible medical expenses charged on the medical services under **Clauses 2, 5, 6 and 7** of this **Section A** that are related to viral warts and skin lesions procedure shall be exclusively paid under this Benefit. This Benefit shall be payable in lieu of other Benefits under **Clauses 1 to 9** of this **Section A**. The amount payable under this Benefit shall be subject to the applicable Maximum Limit as shown in the Schedule of Benefits.

If Member's Hospital Confinement with an overnight stay is Medically Necessary, eligible medical expenses charged on the medical services related to viral warts and skin lesions procedure shall be paid under **Clauses 1 to 9** of **Section A** above.

For the avoidance of doubt, where the expenses involve both viral warts and skin lesions procedure and non-viral warts and skin lesions procedure during the Member's Hospital Confinement with an overnight stay, the eligible medical expenses in entirety shall be payable under **Clauses 1 to 9** of **Section A** above. For full list of viral warts and skin lesions procedures, please refer to Bupa's customer service portal - myBupa. This list is subject to change from time to time.

12. Pre-admission and Post-hospitalisation Out-patient Care Benefit

Provided that the Room and Board Benefit, the Miscellaneous Hospital Service Benefit, the Surgeon and Attendance Fees Benefit, Day Case Endoscopy Procedure Benefit or Day Case Viral Warts and Skin Lesions Procedure Benefit is payable, this Benefit shall be payable for:

- (a) one (1) out-patient visit resulting in a Hospital Confinement, Day Case or Clinical Operation (including consultation fee, Western Medication prescribed or diagnostic tests) or home sleep apnea test; and
 - (b) all Medically Necessary follow-up visits on an out-patient basis (including consultation fee, Western Medication prescribed, physiotherapy or diagnostic tests) referred by the attending Registered Medical Practitioner within six (6) weeks after discharge from Hospital, Day Case or Clinical Operation or home sleep apnea test,
- provided that such consultation, Western Medication, physiotherapy or diagnostic tests is directly related to and a result of the Disability arising from the same cause (including any and all complications therefrom) necessitating such Hospital Confinement, Day Case or Clinical Operation or home sleep apnea test.

The amount payable under this Benefit shall be equal to the actual charges for such pre-admission or follow-up care.

13. Psychiatric Treatment Benefit

This Benefit shall be payable for the expenses charged on psychiatric treatments (excluding Alzheimer's disease, Senile Dementia, Parkinson's disease or any conditions caused by or related to drug abuse or alcoholism) during the Member's Hospital Confinement in Hong Kong.

This Benefit shall be payable in lieu of other Benefits under **Clauses 1 to 9** of this **Section A**. For the avoidance of doubt, where a Hospital Confinement is not solely for the purpose of psychiatric treatments, this Benefit shall only be payable for the eligible medical expenses charged on the medical services related to psychiatric treatments. Where the expenses involve both psychiatric and non-psychiatric treatments and apportionment of the expenses is not available, the eligible medical expenses in entirety shall be payable under this Psychiatric Treatment Benefit if the Hospital Confinement is initially for the purpose of psychiatric treatments. If the Hospital Confinement initially is not for the purpose of psychiatric treatments, the expenses in entirety shall be payable under **Clauses 1 to 9** of **Section A** above.

14. Second Claims Incentive Benefit

If any reimbursement is payable in respect of a Hospital Confinement under Hospital and Surgical Benefit of this Contract, had such reimbursement been paid by an insurance company other than Bupa or any company within the Bupa group of companies, this Second Claims Incentive Benefit shall be payable for each day of such Hospital Confinement subject to the applicable Maximum Limit of Second Claims Incentive Benefit as stated in the Schedule of Benefits. This Benefit is paid on a per day basis provided that actual room and board fees are charged by the Hospital on the costs of accommodation and meals to the Member for such day of Hospital Confinement. For clarity sake, the benefit paid by other insurance company is not solely a hospital income in nature and part of the medical expenses payable under Hospital and Surgical Benefit of this Contract has been reimbursed.

For the avoidance of doubt, this Benefit shall not be payable if

- (a) the claim for such medical expenses was rejected for reimbursement under other insurance company and no Hospital and Surgical Benefit payable under this Contract has been paid out by the other insurance company; or
- (b) the claim paid by other insurance company which is not eligible for reimbursement under Hospital and Surgical Benefit of this Contract or subject to any General Exclusions of this Contract.

15. Out-patient Surgery Cash Allowance Benefit

This benefit shall be payable in addition to Surgeon and Attendance Fees Benefit under **Clause 5** of this **Section A** if the Member has undergone any of the eligible surgeries specified below at a clinic or day-case unit of a Hospital by a Registered Medical Practitioner, provided that no Room and Board Benefit is payable:

- (a) Arthroscopy
- (b) Bronchoscopy
- (c) Colonoscopy
- (d) Colposcopy
- (e) Cystoscopy
- (f) Esophagogastroduodenoscopy
- (g) Haemorrhoid Artery Ligation (HAL)/ Rubber Band Ligation (RBL)
- (h) Hysteroscopy
- (i) Loop Electrosurgical Excision Procedure (LEEP)
- (j) Stapled Haemorrhoidectomy

The amount payable under this Benefit shall be subject to the applicable Maximum Limit of Out-patient Surgery Cash Allowance Benefit as shown in the Schedule of Benefits. This Benefit shall be payable on a per day basis. For the avoidance of doubt, if two or more surgeries specified above are performed on the same day, this Benefit shall only be payable for once per day.

Section B – Hospital Cash Benefit

This Benefit shall be payable if a Member is confined to the general ward of a Hospital Authority Hospital in Hong Kong under the professional care of a Registered Medical Practitioner for a minimum number of days as specified in the Schedule of Benefits, if any, provided that Room and Board Benefit is payable under this Contract. The amount payable under this Benefit for any one day of Hospital Confinement shall be the Maximum Limit of the Hospital Cash Benefit. This Benefit shall be payable from the specified day of such Hospital Confinement up to the maximum number of days per Contract Year as shown in the Schedule of Benefits.

Section C – Supplementary Major Medical Benefit

Subject to the terms and conditions of this Contract, the Benefits described below shall be payable for receiving Medically Necessary western medicine or surgical services in respect of a Disability covered under this Contract subject to the applicable Maximum Limits and reimbursement percentage as shown in the Schedule of Benefits:

1. If the Benefit payable under Benefit **items 1 to 9 under Section A of the Description of Benefits** in respect of a Hospital Confinement, Day Case or Clinical Operation have exhausted their respective maximum limit or maximum number of days, this Benefit shall be payable to cover the eligible expenses in excess of the benefits payable for Benefit **items 1 to 9 under Section A of the Description of Benefits**. The amount of the Benefit payable is calculated as follows for any one Disability and shall be subject to the applicable Maximum Limit of Supplementary Major Medical Benefit as stated in the Schedule of Benefits.
2. This Benefit shall be applicable to Hospital Confinement, Day Case or Clinical Operation in Hong Kong only unless such confinement or surgery overseas is directly resulting from medical Emergency outside Hong Kong as certified by a Registered Medical Practitioner.

3. This Benefit shall not be payable for Hospital Confinement in class of suite/V.I.P./deluxe room of a Hospital.
4. If the Member is confined to a higher level of Hospital facilities and services than that he is entitled to under this Contract, the respective adjustment factors applicable in addition to the reimbursement percentage are as follows:

<u>Restricted level</u>	<u>Chosen level</u>	<u>Adjustment factor</u>
Semi-private	Private	50%
Ward	Semi-private	50%
Ward	Private	25%

5. If a Member is confined in a Hospital where there is no classification of level of Hospital facilities and services and the average daily room and board charges incurred during such confinement is higher than the Room and Board Benefit under the Hospital and Surgical Benefit, an adjustment factor will be applied to the eligible expenses. The adjustment factor is derived from dividing the Maximum Limit of Room and Board Benefit by the average daily room and board charges incurred during the Hospital Confinement.
6. The Benefits payable under this **Section C** shall not be subject to the adjustment factors or conditions stated in **Clauses 3, 4 and 5** above if the Member stays in a room level higher than applicable room level as shown in the Schedule of Benefits during Hospital Confinement as a result of (i) unavailability of the applicable room as shown in the Schedule of Benefits or lower room level due to room shortage at the Hospital for Emergency treatment; or (ii) Hospital Confinement in isolation that requires a specific room level.

Calculation formula - Supplementary Major Medical Benefit

Amount of eligible medical expenses incurred and actually paid for Hospital Confinement, Clinical Operation or Day Case	less	Benefit payable under Description of Benefits - Hospital and Surgical Benefit	times	Reimbursement percentage for SMM Benefit as stated in the Schedule of Benefits	times	Adjustment factor as stated above, if applicable
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Section D - Free Bupa Worldwide Assistance Programme

1. General Provisions

- 1.1 Services and assistance provided under this **Section D** are provided by Inter Partner Assistance (Hong Kong) Limited (the "IPA") subject to availability of such services and assistance. The availability of such services and assistance may change from time to time without prior notice to the Subscriber or Member. Bupa and IPA is not an agent to the other for the services and assistance provided under this **Section D**.
- 1.2 Bupa shall not be liable to the Subscriber or the Member in any respect of any loss, damage, expense, suit, action or proceeding suffered or incurred by the Member, whether directly or indirectly, arising from or in connection with the services provided or advice given by IPA or its agent, or the availability of such services.
- 1.3 Bupa has no obligation to replace IPA with other service provider if the arrangement between Bupa and IPA ceases to operate or if IPA ceases to carry on its business or provide any such services or assistance under this **Section D**.
- 1.4 For the purpose of this **Section D**, the following words and expressions shall have the following meaning, except where the context otherwise requires.

"Country of Residence" means Hong Kong or the permanent residence shown on the passport(s) of the Member or the principal place of employment provided the Member can provide reasonable evidence; the determination of which shall be at the sole discretion of Bupa.

"Close Relative" means the spouse, the dependant child(ren), the brother, the sister, the father, the mother of the Member.

2. Description of Services and Benefits

If the Member:

- (a) shall suffer serious unforeseen bodily injury caused solely and directly by violent, accidental, external and visible means (referred to as "Bodily Injury" in this **Section D**);
- (b) shall suffer any unforeseen illness or disease (referred to as "Sudden Illness" in this **Section D**); or
- (c) is in need of medical, travel, legal or administrative assistance described in this **Section D**, outside the Country of Residence (except for the coverage under **Clauses 2.17, 2.25 and 2.26 of this Section D** which may be obtained locally) while arising out of and in the course of his journey, provided that such journey is not undertaken against the advice of the Registered Medical Practitioner, and / or for the purpose of obtaining or seeking any medical or surgical treatment abroad, the following worldwide assistance services and benefits shall be available directly from IPA upon specific verbal notification by the Member or his representative to IPA's 24-hour alarm centre.

Medical Assistance

- 2.1 *Medical Advice Hotline*
If necessary, the Member may call IPA's alarm centre for medical advice and evaluation from the attending Registered Medical Practitioner. However, telephone conversation shall be considered as an advice only rather than a diagnosis.
- 2.2 *Doctor Referral*
If necessary, the Member shall be referred to a medical specialist or medical facility for personal assessment.
- 2.3 *Essential Medication / Medical Equipment*
Upon request from a local attending Registered Medical Practitioner, IPA may, when possible and legally permissible, dispatch at the cost of the Member any essential medicine and / or medical equipment required for the Member which is not locally available.
- 2.4 *Dispatch of Registered Medical Practitioner*
In the event of an emergency where the Member cannot be adequately assessed by telephone, or the Member cannot be moved and local treatment is unavailable, IPA may send an appropriate medical practitioner.
- 2.5 *Medical Evacuation (Unlimited Cover)*
If the Member suffers from Bodily Injury or Sudden Illness such that IPA's medical team and the attending Registered Medical Practitioner recommend Hospital Confinement in another medical facility where the Member can be suitably treated, IPA may arrange and pay for necessary transportation expenses for:

- (a) the transfer of the Member into the nearest medical facility more appropriately equipped for the particular medical condition, or
- (b) the direct repatriation if his medical condition permits such repatriation. The medical team and attending Registered Medical Practitioner may determine the necessary arrangements according to the circumstances.
- 2.6 *Repatriation after Treatment (Unlimited Cover)*
Following the medical evacuation in **Clause 2.5 of this Section D** above and if medical treatment is necessary, IPA may repatriate the Member to an appropriate medical facility in his Country of Residence by scheduled airline flight (on economy class) or any other appropriate means of transportation. Any decision on such repatriation shall be made jointly and exclusively by both the attending Registered Medical Practitioner and IPA's alarm centre.
- 2.7 *Deposit Guaranteeing of Hospital Admission*
In case of Hospital admission duly approved by both the attending Registered Medical Practitioner and IPA's doctor and the Member is without means of payment of the required Hospital admission deposit, IPA may guarantee or provide such payment up to HK\$39,000. The Member will be required to repay any sum advanced and the costs of this service within 45 days (without interest). IPA will require valid credit authorisation from the Member or his representative, prior to advancement of funds for such admission.
- 2.8 *Medical Monitoring*
IPA may monitor the Member's condition during the Member's Hospital Confinement abroad and may keep the Member's employer / family informed.
- 2.9 *Compassionate Visit*
IPA may arrange and pay for the cost of an economy round trip transportation plus accommodation expenses up to HK\$16,000 for a person chosen by the Member, or a relative if the Member is unable to choose due to his condition, to join him if the Member has been in Hospital Confinement abroad for more than seven (7) consecutive days.
- 2.10 *Additional Travel and Accommodation for Travelling Companion*
IPA may arrange and pay for the additional travel and accommodation expenses incurred by the Member's travelling companion related to an incident requiring Medical Evacuation in **Clause 2.5 of this Section D** provided that such expenses shall not exceed HK\$15,000 for the Member in any one event subject to a sub-limit of HK\$2,000 per day.
- 2.11 *Return of Unattended Dependant Child(ren) to Country of Residence*
If the Member's travelling dependant child(ren) up to age eighteen (18) or age twenty-three (23) if in full time education, is left unattended by reason of the Member's Hospital Confinement, IPA may organise and pay for the return of child(ren) (on economy fare basis) to the Member's Country of Residence.
- 2.12 *Hotel Room Accommodation for Convalescence*
IPA may arrange and pay for reasonable hotel for convalescence, up to HK\$1,950 per day for a maximum of four (4) consecutive days, immediately after the Member's discharge from the Hospital, and if deemed Medically Necessary by attending Registered Medical Practitioner and IPA's doctor.
- 2.13 *Transportation for Return of Member to Original Work Site*
Following the Member's evacuation or repatriation by IPA within a one (1) month period, IPA may upon the Member's request arrange and provide a one way economy air transportation to return the Member to the original work location. The Member assumes the responsibility for the decision of whether or not he returns to work. The Member is responsible for obtaining any medical releases to determine his suitability to travel or not, or to resume work or not. The decision and the results thereof are solely the responsibility of the Member and / or the Member's attending Registered Medical Practitioner. IPA is not involved whatsoever in such decisions.
- 2.14 *Repatriation of Mortal Remains / Ashes (Unlimited Cover)*
Upon the death of the Member, IPA may arrange and pay for the repatriation of the Member's body or ashes to the Member's Country of Residence for burial.
- 2.15 *Unexpected Return to the Country of Residence*
In the event of the death of the Member's Close Relative in his Country of Residence while he is travelling overseas (excluding the case of immigration) that necessitates an unexpected return to his Country of Residence, IPA may arrange and pay for the cost of a scheduled airline ticket (economy class) for the return of the Member.
- 2.16 *Additional Hospital Benefit after a Medical Evacuation and Repatriation back to Hong Kong*
If Benefits payable under **Section A and Section C of the Description of Benefits** are exhausted, eligible medical expenses for Hospital Confinement in Hong Kong immediately following the repatriation under **Clause 2.6 of this Section D** are covered up to a further HK\$120,000.

For **Clauses 2.5, 2.6, 2.11, 2.13 and 2.15 of this Section D**, the Member (and / or his travelling companion if applicable) shall surrender unused return tickets to IPA if IPA arranges new tickets or transportation for them.

Travel and Pre-trip Assistance

- 2.17 *Pre-trip and Travel Information*
The Member may contact IPA to obtain the following information before starting or during his journey:
- Updated immunisations and vaccinations requirements and needs.
 - Weather, exchange rates, banking days, language, passport and visa requirements.
 - Airport taxes or customs requirements.
 - Arrangement of interpreter services or children escort.
 - Transmission of urgent messages for medical reasons.
- 2.18 *Assistance on Luggage Retrieval*
In the event of loss or misrouting of the Member's luggage by a common carrier, IPA may liaise with the relevant entities such as but not limited to airline companies, customs officials, and will organise the dispatch of such luggage, if recovered, to such place as the Member may direct.
- 2.19 *Emergency Rerouting Arrangements*
IPA may assist the Member in reorganising his flight schedule should an emergency oblige him to alter his original plan.
- 2.20 *Administration Assistance of the loss of travel document*
IPA may provide the Member with the necessary information regarding the formalities requested by local authority in order to obtain the replacement of such lost or stolen documents.
- 2.21 *MedPass Service*
If the Member suffers from Bodily Injury or Sudden Illness and needs to be hospitalised in The People's Republic of China ("PRC") for emergency medical treatment, the Member may visit the nearest Hospital under IPA's China Hospitals Network (referred to as "MedPass Network" in this **Section D**). Upon presenting the valid Bupa Worldwide Assistance Programme Card and travel document, the Hospital will provide medical treatment without requiring any admission deposit directly from the Member up front. IPA shall provide the Hospital with the relevant guarantee of deposit for Hospital admission. The Member shall fully and directly settle the medical expenses including the Hospital admission deposit guaranteed by IPA when the Member is discharged from Hospital. IPA will not pay for any expenses incurred.

Legal Assistance

- 2.22 *Legal Referral*
IPA may provide the telephone numbers and addresses of the lawyers and solicitors firms.
- 2.23 *Legal Assistance*
In the event of an Accident occurring in a situation not related to the work, business, profession or employment of the Member, IPA may:
- provide for the defence of the Member in legal proceedings against him for civil liability to the Civil Laws in force in the country, and
 - conduct proceedings in order to obtain an indemnity from an identified third party for the Member following personal injury and / or damages to the Member's personal belongings if such damages are estimated to be in excess of HK\$5,000.
- In all such cases, the counsel and / or lawyer appointed by IPA shall act in a legal capacity for the Member without any recourse to, responsibility of, or indemnification by IPA by reason of its appointment of counsel and / or lawyer. The counsel and / or lawyer's fee will be settled by IPA up to a limit of HK\$40,000.

2.24 *Advance of Bail Bonds*

IPA may deposit up to HK\$40,000 on behalf of the Member as the security required from him in order to guarantee the payment of the fees for the procedures in the event of the Member being detained by the relevant local authority following a road Accident. No deposit shall be made by IPA for covering the civil liabilities, fines or personal indemnities to be paid by the Member and / or the release of the Member. The deposit made by IPA shall be considered as a loan made by IPA to the Member and should be fully repaid by the Member to IPA within 30 days of such advance. This advance of bail bond excludes any claim related to professional and / or criminal situations, as well as any claim arising out of the driving of any motor vehicle. If the Member fails to repay to IPA the deposit paid by IPA, the Subscriber is liable to repay such deposit to IPA.

Local Assistance - The following services are only available in Hong Kong

2.25 *Baby Sitting, Nursing and Temporary Domestic Helper Referral*

IPA may assist the Member to arrange or provide the name, telephone number and address of the service provider for baby sitting and / or private nursing and / or temporary domestic helper service.

2.26 *Electric Supply and Locksmith Referral*

IPA may assist the Member to arrange a licensed technician to repair the failure of his electricity supply system or a locksmith to open the door or solve relevant problems.

3. Limitations and Liabilities

3.1 *Territorial Limit*

The assistance and services mentioned in **Clauses 2.1 to 2.24 of this Section D** apply worldwide outside the Country of Residence and the assistance and services mentioned in **Clauses 2.25 and 2.26 of this Section D** apply in Hong Kong only.

3.2 *Liability of IPA*

It is understood that the Registered Medical Practitioners, Hospitals, clinics, and any kind of professionals to whom the Member will be referred by IPA are independent contractors responsible for their own acts and are not employees, agents or servants of IPA. IPA shall exercise care and diligence in selecting those professionals who have appropriate qualification and are certified by the local authority.

3.3 *Termination*

All the services and benefits under this Bupa Worldwide Assistance Programme will become ineffective when, for whatever reasons, the Contract is terminated or the Member ceases to be covered under the Contract.

4. General Exclusions

4.1 *Excluded Cases*

Services and assistance under this **Section D** shall not be available with respect to Bodily Injury or Sudden Illness of the Member arising from:

- (a) Pre-existing Conditions and any illness the symptoms of which would cause an ordinary prudent person to seek diagnosis, care or treatment before the Coverage Commencement Date, or a condition for which medical advice or treatment was recommended by a medical practitioner before the Coverage Commencement Date.
- (b) Any services rendered without the authorisation and / or intervention of IPA.
- (c) Childbirth, pregnancy or any complications within three (3) months before delivery date notwithstanding that such event may have been accelerated or induced by Accident.
- (d) Bodily Injuries arising directly or indirectly as a result of participation in any professional or competitive sports, water sports, winter sports, racing, rallies, potholing, rock climbing or mountaineering normally involving the use of ropes of guides, parachuting or martial arts.
- (e) Costs, which would have been payable if the event giving rise to the intervention of IPA, had not occurred.
- (f) All other exclusions of the Contract.

4.2 *Force Majeure*

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

Section E - Clinical Benefit

Subject to the terms and conditions of this Contract, the Benefits described below, if applicable, are payable in respect of a Disability covered under this Contract. The amount payable under this Benefit shall be equal to the actual charges of such services and subject to the applicable Maximum Limits, maximum number of visits, reimbursement percentage and co-payment as shown in the Schedule of Benefits.

1. General Practitioner Benefit

This Benefit shall be payable when a Member is treated by a General Practitioner on an out-patient basis at the General Practitioner's clinic, and incurs medical expenses which include both consultation fee and Medically Necessary Western Medication prescribed by such practitioner and obtained at his clinic.

This Benefit shall also be payable under HealthNet Benefit for medical consultation conducted by a video consultation service provider designated by Bupa and paid by the BHN Card. This Benefit shall cover consultation fee and Medically Necessary Western Medication prescribed by the video consultation service provider and obtained at his clinic. For the avoidance of doubt, any medication delivery charge must be borne by the Member and such fees shall not be payable under this Benefit. The list of designated video consultation service providers can be found at Bupa's website. The list may be updated and amended by Bupa from time to time.

2. Specialist Benefit

This Benefit shall be payable when a Member is treated by a Specialist on an out-patient basis at the Specialist's clinic and incurs medical expenses which include both consultation fee and Medically Necessary Western Medication prescribed by such practitioner and obtained at his clinic, provided that the visit to the Specialist is made with a written referral letter from a Registered Medical Practitioner (except for dermatology, family medicine, gynaecology, ophthalmology, orthopaedics, otolaryngology, paediatric surgery, paediatrics and psychiatry).

3. Home Consultation Benefit

This Benefit shall be payable when a Member is treated by a Registered Medical Practitioner on an out-patient basis at the Member's home and incurs medical expenses which include both consultation fee and Medically Necessary Western Medication prescribed and obtained from such practitioner.

4. Physiotherapist Benefit

This Benefit shall be payable when a Member is treated by a Physiotherapist on an out-patient basis at the Physiotherapist's clinic and incurs medical expenses for physiotherapy, provided that the visit to the Physiotherapist is made with a written referral letter from a Registered Medical Practitioner.

5. Chiropractor Benefit

This Benefit shall be payable when a Member is treated by a Chiropractor on an out-patient basis at the Chiropractor's clinic and incurs medical expenses for chiropractic, provided that the visit to the Chiropractor is made with a written referral letter from a

Registered Medical Practitioner.

6. Chinese Herbalist Benefit

This Benefit shall be payable when a Member (i) is treated by a Registered Chinese Medicine Practitioner for internal Chinese herbal treatment for any disease or sickness on an out-patient basis at the Registered Chinese medicine Practitioners clinic and incurs medical expenses which include consultation fee and charges for Medically Necessary internal Chinese Medicines prescribed at the time of consultation by such Registered Chinese Medicine Practitioner and obtained at a legitimate source on the same day of consultation; or (ii) incurs charges for Medically Necessary Chinese Medicines prescribed by a Registered Chinese Medicine Practitioner and obtained at a legitimate source (at or outside the treating Registered Chinese Medicine Practitioner's clinic) under Non-HealthNet Benefit. This Benefit shall also be payable for acupuncture and tui na performed by a Registered Chinese Medicine Practitioner on an outpatient basis under Non-HealthNet Benefit.

This Benefit shall also be payable under HealthNet Benefit for medical consultation conducted by a video consultation service provider designated by Bupa and paid by the BHN Card. This Benefit shall cover consultation fee and Medically Necessary Chinese Medicines prescribed by the video consultation service provider and obtained at his clinic. For the avoidance of doubt, any medication delivery charge must be borne by the Member and such fees shall not be payable under this Benefit. The list of designated video consultation service providers can be found at Bupa's website. The list may be updated and amended by Bupa from time to time.

7. Chinese Bonesetter Benefit

This Benefit shall be payable when a Member (i) is treated by a Registered Chinese Medicine Practitioner for bonesetting treatment on an out-patient basis at the Registered Chinese medicine Practitioners clinic and incurs medical expenses which include consultation fee and charges for Medically Necessary external Chinese Medicines prescribed at the time of consultation by such Registered Chinese Medicine Practitioner and obtained at a legitimate source on the same day of consultation; or (ii) incurs charges for Medically Necessary Chinese Medicines prescribed by a Registered Chinese Medicine Practitioner and obtained at a legitimate source (at or outside the treating Registered Chinese Medicine Practitioner's clinic) under Non-HealthNet Benefit. This Benefit shall also be payable for acupuncture and tui na performed by a Registered Chinese Medicine Practitioner on an outpatient basis under Non-HealthNet Benefit.

8. Diagnostic Imaging and Laboratory Tests Benefit

This Benefit shall be payable when a Member undergoes for diagnostic purposes an imaging or laboratory examination on an out-patient basis where such examination is consistent with the symptoms or diagnosis and subject to written recommendation from a Registered Medical Practitioner for all diagnostic imaging and laboratory tests or written recommendation from a Registered Chinese Medicine Practitioner or Chiropractor for X-ray only and laboratory tests.

Section F - Smile Dental Benefit

Subject to the terms and conditions of this Contract and the Maximum Limit specified in the Schedule of Benefits, this Benefit is payable if a Member shall necessarily be treated by a Registered Dentist for the benefit items as specified under the Schedule of Benefits or for scaling and polishing only by a Registered Dental Hygienist other than being confined in a Hospital.

Under the coverage of Network Dental Centre benefit, Bupa shall pay the benefit equal to the actual dental expenses charged by a Registered Dentist or Registered Dental Hygienist at Network Dental Centre for the covered dental service items as specified under the Schedule of Benefits. For the avoidance of doubt, this Benefit is not payable if the treatment is not performed at Network Dental Centre or not covered under the Schedule of Benefits.

If the Member incurs any expense which has exceeded the applicable Maximum Limit; or is not eligible under this Contract, the Subscriber agrees to reimburse Bupa in full for these ineligible expenses within fourteen (14) days of receipt of an invoice from Bupa.

Schedule of Surgical Operations (partial list) 外科手術表 (節錄)

Description of Surgical Operations 外科手術分類項目	Classification of Operation 手術類別
Heart 心臟	
Coronary artery bypass graft surgery 冠狀動脈搭橋手術	Complex 複雜
PTCA with stent insertion 經皮穿冠狀動脈血管成形術及支架內置術	Complex 複雜
PTCA without stent insertion 經皮穿冠狀動脈血管成形術 (不設支架)	Major 大
Cardiac catheterisation (including coronary arteriography) 心導管插入術 (包括冠狀動脈造影術)	Major 大
Thyroid gland 甲狀腺	
Total thyroidectomy 甲狀腺完全切除術	Major 大
Bilateral subtotal thyroidectomy 雙側甲狀腺次全 (亞全) 切除術	Major 大
Hemi-thyroidectomy 甲狀腺單側切除術	Major 大
Fine needle aspiration (FNA) / biopsy of thyroid gland 針取甲狀腺細胞手術 / 甲狀腺活組織檢查	Day Case 日症手術 Minor 小
Breast 乳房	
Partial / total mastectomy with axillary dissection / radical mastectomy 乳房部份 / 完全切除術並包括腋下淋巴切除手術 / 根治性乳房切除術	Major 大
Lumpectomy or partial / total mastectomy with / without biopsy of sentinel lymph node 乳房腫瘤切除術或部份 / 完全乳房切除術 (包括或不包括前哨淋巴腺活組織檢查)	Intermediate 中
Incision and drainage of breast abscess 乳房膿腫切開及引流	Minor 小
Percutaneous fine needle biopsy of lesion of breast with / without ultrasound guided 乳房病變經皮針吸活組織檢查 (包括或不包括超聲波檢查)	Day Case 日症手術 Minor 小
Eye 眼部	
Unilateral / bilateral cataract extraction with insertion of intraocular lens 單側 / 兩側白內障摘除術包括晶體植入術	Intermediate 中
Laser photocoagulation / cryotherapy / radiotherapy of lesion of retina (and bilateral) 視網膜病變激光凝固療法 / 冷凍療法 / 放射療法 (包括兩側)	Intermediate 中
Excision / curettage / cryotherapy of lesion of eyelid(s) 眼瞼病變切除術 / 刮除術 / 冷凍療法	Day Case 日症手術 Minor 小
Exploration of conjunctiva (including removal of foreign body) 結膜探查 (包括異物清除術)	Minor 小
Ear 耳	
Tympanoplasty / myringoplasty 鼓室成形術 / 鼓膜成形術	Major 大
Removal of foreign body from external auditory canal (and bilateral) 外耳道異物清除術 (包括兩側)	Clinical Operation 診所手術 Minor 小
Myringotomy with / without insertion of tube 鼓膜切開術 (包括或不包括置管)	Day Case 日症手術 Minor 小
Nose 鼻	
Functional endoscopic sinus surgery (FESS) 功能性鼻竇內窺鏡手術	Major 大
Septoplasty 鼻中隔成型術	Intermediate 中
Submucous resection of turbinate 黏膜下鼻甲切除術	Intermediate 中
Cauterisation of turbinate of nose (and bilateral) 鼻甲燒烙術 (包括兩側)	Clinical Operation 診所手術 Minor 小
Packing of cavity of nose (as sole procedure) 鼻腔填法 (作為獨立手術)	Clinical Operation 診所手術 Minor 小
Antral puncture and wash-out (and bilateral) 鼻竇穿刺術及清洗 (包括兩側)	Day Case 日症手術 Minor 小
Nasal / sinus endoscopy 鼻 / 鼻竇內窺鏡檢查	Day Case 日症手術 Minor 小
Throat 咽喉	
Laryngoscopy / microlaryngoscopy with or without biopsy / removal of lesion 喉鏡 / 電子顯微喉鏡檢查 (包括或不包括活組織檢查 / 病變切除)	Day Case 日症手術 Minor 小
Fibreoptic examination of trachea and bronchus including biopsy / removal of foreign body 氣管及支氣管纖維內窺鏡檢查 (包括活組織檢查 / 異物清除術)	Minor 小
Tonsillectomy (and bilateral) 扁桃腺切除術 (包括兩側)	Intermediate 中
Adenotonsillectomy (and bilateral) 增殖腺扁桃體切除術 (包括兩側)	Intermediate 中
Lungs 肺	
Lobectomy (any approach) 肺葉切除術 (任何方式)	Complex 複雜
Surgical thoracoscopy with pleurodesis 胸腔鏡手術與胸膜黏合術	Major 大
Pleural biopsy (open) 胸膜活組織檢查 (開放性)	Intermediate 中
Bronchoscopy 支氣管鏡檢查	Minor 小
Percutaneous lung biopsy 經皮針刺肺活組織檢查	Minor 小
Tapping of pleural effusion (thoracentesis) 抽肺積水 (胸腔穿刺)	Minor 小
Oesophagus and stomach 食道及胃	
Partial gastrectomy with / without removal of lesion 部份胃切除術 (包括或不包括病變切除術)	Major 大
Total gastrectomy with / without removal of lesion 全胃切除術 (包括或不包括病變切除術)	Complex 複雜
Upper G.I. endoscopy with / without biopsy / removal of lesion 上消化道內窺鏡檢查及治療 (包括或不包括活組織檢查 / 病變切除術)	Day Case 日症手術 Minor 小
Appendix 闌尾	
Appendicectomy / laparoscopic appendicectomy 闌尾切除術 / 腹腔鏡闌尾切除術	Intermediate 中
Large intestine and anus 大腸及肛門	
Haemorrhoidectomy / stapled haemorrhoidectomy 痔瘡切除術 (內 / 外) / 吻合器痔瘡切除術	Intermediate 中
Excision / closure of anal fissure / of anal fistula 肛裂切除術 / 肛口閉合術	Intermediate 中
Colonoscopy with / without excision biopsy / removal of lesion 結腸內窺鏡檢查及治療 (包括或不包括活組織檢查 / 病變切除術)	Day Case 日症手術 Minor 小
Sigmoidoscopy with / without biopsy / removal of lesion 乙狀結腸內窺鏡檢查 (包括或不包括活組織檢查 / 病變切除術)	Day Case 日症手術 Minor 小
Injection / banding of haemorrhoids 痔瘡注射 / 結紮	Clinical Operation 診所手術 Minor 小

Description of Surgical Operations 外科手術分類項目	Classification of Operation 手術類別
Liver, gall bladder and bile duct 肝、膽囊及膽管	
Liver transplantation including recipient hepatectomy 肝臟移植術包括受者肝臟切除術	Complex 複雜
Partial hepatectomy 部份肝臟切除術	Complex 複雜
Cholecystectomy with / without exploration of common bile duct 膽囊切除術 (包括或不包括膽總管探查)	Major 大
Laparoscopic cholecystectomy with / without preoperative cholangiogram 腹腔鏡膽囊切除術 (包括或不包括手術前膽管造影術)	Major 大
Urinary tract 泌尿系統	
Extracorporeal shock wave lithotripsy 體外震波碎石法	Intermediate 中
Endoscopic examination of bladder (including biopsy) 膀胱內窺鏡檢查 (包括活組織檢查)	Day Case 日症手術 Minor 小
Genital tract - male 男性生殖系統	
Radical prostatectomy (any approach), reconstruction of bladder neck including bilateral pelvic lymphadenectomy 根治性前列腺切除術 (任何方法), 包括重建膀胱頸及骨盆兩側淋巴結切除術	Complex 複雜
Prostatectomy 前列腺切除術	Major 大
Circumcision 包皮環切術	Minor 小
Genital tract - female 女性生殖系統	
Radical hysterectomy and lymphadenectomy (Werthelm's) 根治性子宮切除及淋巴結切除術	Complex 複雜
Subtotal / Total hysterectomy (including abdominal / laparoscopically assisted / laparoscopic / vaginal approach) with / without removal of adnexa 子宮次全 / 完全切除術 (包括經腹手術 / 腹腔鏡輔助手術 / 腹腔鏡手術 / 經陰道式手術) 包括或不包括附件切除	Major 大
Laparoscopic myomectomy 經腹腔鏡子宮肌瘤切除術	Major 大
Unilateral / bilateral oophorectomy and salpingectomy (as sole procedure) 單側或兩側卵巢及輸卵管切除術 (作為獨立手術)	Major 大
Vaginal approach myomectomy 經陰道進行宮肌瘤切除術	Intermediate 中
Abdominal approach myomectomy 經腹部進行宮肌瘤切除術	Major 大
Laparoscopy and therapeutic procedures including laser, diathermy and destruction e.g. endometriosis, adhesiolysis, tubal surgery 腹腔鏡檢查及治療 (包括激光療法及透熱療法, 例如治療子宮內膜異位症、盆腔黏連、輸卵管手術)	Intermediate 中
Laparotomy / laparoscopic ovarian cystectomy (and bilateral) 開腹 / 經腹腔鏡卵巢囊腫切除術 (包括兩側)	Major 大
Hysteroscopy with / without dilation and curettage with / without removal of lesion 宮腔鏡 (包括或不包括子宮擴張刮術) (包括或不包括病變切除術)	Intermediate 中
Excision / marsupialisation of Bartholin's gland / cyst 巴多林氏腺的切除或袋形縫合術	Intermediate 中
Dilatation of cervix uteri and curettage of uterus including polypectomy and diathermy of cervix 子宮頸擴張及子宮內膜刮除術 (包括息肉切除術及子宮透熱療法)	Minor 小
Colposcopy (including biopsy, treatment of lesion of cervix uteri by cauterization, laser, diathermy, etc) 陰道鏡檢查 (包括活組織檢查及使用燒烙激光透熱等方法治療子宮頸部病變等)	Day Case 日症手術 Minor 小
Skin and subcutaneous tissue 皮膚及皮下組織	
Malignant melanoma excision including flap grafting 惡性黑色素瘤切除術包括皮瓣移植	Intermediate 中
Excision of lesion of skin / subcutaneous tissue 皮膚或皮下組織病變切除術	Clinical Operation 診所手術 Minor 小
Curettage / cryotherapy of lesion of skin including cauterisation 皮膚病變刮除術 / 冷凍療法包括燒烙術	Clinical Operation 診所手術 Minor 小
Primary suture of wound with involvement of deeper tissue 傷口縫合術包括深層皮膚組織	Day Case 日症手術 Minor 小
Removal of foreign body in deeper tissue 深層組織內異物清除術	Day Case 日症手術 Minor 小
Drainage of lesion of skin including abscess 皮膚病變、膿腫引流術	Clinical Operation 診所手術 Minor 小
Fine needle aspiration cytology 針取細胞術	Day Case 日症手術 Minor 小
Drainage of lesion of lymph node 淋巴結病變引流術	Day Case 日症手術 Minor 小
Abdominal wall 腹	
Primary repair of inguinal hernia, bilateral 腹股溝疝修補術, 兩側	Major 大
Primary repair of inguinal hernia, unilateral 腹股溝疝修補術, 單側	Intermediate 中
Bones and joints 骨及關節	
Total knee replacement 全膝關節置換	Major 大
Total hip replacement 全髖關節置換	Complex 複雜
Arthroscopy for diagnosis and / or treatment 關節鏡進行之檢查及 / 或治療	Intermediate 中
Repair / reconstruction of ruptured Achilles tendon 跟腱斷裂後修補 / 重建術	Intermediate 中
Closed reduction of fracture with / without application of plaster of Paris 骨折閉合性復位術 (包括或不包括石膏固定)	Minor 小
Removal of fracture implant (except spinal implant) 拆除骨折植入物 (脊椎植入物除外)	Minor 小
Excision of ganglion 腱鞘囊腫切除術	Day Case 日症手術 Minor 小
Release of constriction of tendon sheath 肌腱狹窄鬆解術	Day Case 日症手術 Minor 小
Joint aspiration / injection 關節抽液 / 注射	Clinical Operation 診所手術 Minor 小

For operations not listed in this Schedule of Surgical Operations and not expressly excluded herein by any other condition of the Contract, Bupa will pay a Benefit using a classification at its own discretion depending on the complexity of the surgery involved.

For any enquiry, please call our Customer Care helpdesk.

凡手術未列於此外科手術表內, 同時亦未有任何合約條款及細則明確表示屬保障範圍以外, 保柏將根據有關手術之複雜程度, 自行決定手術類別而作賠償。任何查詢, 請致電我們的客戶服務專線。

This Schedule of Surgical Operations is for reference only, and is subject to change from time to time without prior notice.

此外科手術表只供參考用, 如有任何更改, 恕不另行通知。

In the event of any discrepancy in respect of the meaning between the Chinese version and English version in the Contract, the English version shall prevail. 本合約內中、英文之意思如有任何差別, 概以英文為準。

— End of Contract —

— 合約完 —


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