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Winterthur Insurance (Asia) Ltd, Shanghai Branch
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A Member of AXA Group

INDIVIDUAL SMARTCARE ELITE OUTPATIENT

This Policy, Policy Schedule, Certificate of Insurance, Application Form, Endorsement and Supplementary Agreement and Riders shall be read together as an entire contract

YOUR INDIVIDUAL SMARTCARE ELITE OUTPATIENT POLICY

Welcome to Your **Individual SmartCare Elite Outpatient** Policy.

Please read this Policy carefully together with Your Schedule to ensure that You understand the terms and conditions and that the Cover You require is being provided. Do keep it in a safe place.

If You have any questions after reading these documents, please contact Your insurance adviser or Winterthur Insurance (Asia) Ltd. Shanghai Branch at 021-61563500.

If there are any changes that may affect the insurance provided, please notify Us immediately.

CARING FOR OUR CUSTOMERS

Our ambition is to always satisfy Our customers. We are committed to doing this by:

- Welcoming You and listening carefully to Your needs
- Providing You with the most thorough advice and support
- Delivering services efficiently and on time

If, for any reason, You are unhappy with the service You have received from Us, please:-

- Call Us at (+8621) 61563500
- E-mail Us at: wicn@axa-ins.com.cn
- Write to Our Customer Service Department at Our current address, detailing Your feedback.

Winterthur Insurance (Asia) Ltd. Shanghai Branch

11/F, South Tower, China Diamond Exchange Center, 1701 Century Ave, PuDong, Shanghai 200122

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Statement

The documents issued by the insurer consist of a Chinese language version and an English language version. In the event of any discrepancy, the Chinese language version shall prevail. The English language version will be the first point of reference for clarifying the interpretation of individual clauses within the Chinese language version should this be required.

Important Notice

1. Before We provide Cover, You and all Insured Persons must fully and faithfully tell Us everything You know (or could reasonably be expected to know) that is relevant to Our decision in whether or not to insure the Insured Persons, otherwise You may receive no benefit from Your Policy.
2. Your Policy may have geographic restrictions, limiting Treatment in certain countries. You should consult Your certificate of insurance and Schedule, to see if Your Policy has geographic restrictions.
3. We reimburse Reasonable and Customary Charges subject to the terms and conditions of the plan You choose. Please read this Policy carefully especially the description of Benefits and Exclusions.
4. The insurance Cover under this Policy is based on the information submitted to Us, as set out in the accompanying documents. Please read these documents carefully. If they contain any information that is incorrect, please notify Us immediately, otherwise You may receive no Benefit in the event of a claim and/or Your Policy may be voided and Our liabilities shall be restricted to a refund of premiums paid for that Period of Insurance without interest. If any information, which You subsequently provide Us, differs materially from the information submitted to Us earlier, We may offer Cover on different terms or decline it altogether. If We do not hear from You within 14 business days from the date of issue of this Policy, We will take it that the information is complete and correct.
5. You have a **cooling-off period of 14 business days** from the date that You receive this Policy. You are deemed to have received the Policy within 3 days after We have dispatched it. If You decide that this Policy does not suit Your needs, You may request to cancel it by giving Us clear, written instructions and returning Your membership card and certificate of insurance within 14 days of receipt of Your Policy documents. Provided that no claims have been made during this period, We shall refund the premiums paid by You without interest. This cooling-off period shall not apply to Policies with terms of less than 1 year. It will also not apply to Policy renewals.

How Your Insurance Operates

Your Policy is a contract between You and Us, and comprises:

- Your Application form submitted to Us;
- any declarations made by the Insured Persons;
- this Policy document;
- the Policy Schedule (which contains the Benefits Schedule)
- Certificate of Insurance
- any supplementary agreements or riders;
- any Endorsements

and shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part shall bear the same meaning wherever it appears.

This Policy shall become effective at 00:00 Standard Beijing Time on the date specified in the Schedule and end at 23:59 Standard Beijing Time on the last day of the Period of Insurance.

Having received and accepted all requisite premiums, We will provide the Cover shown in the relevant sections of the Policy, up to the sums insured or limits of indemnity stated in the Schedule and/or Endorsements.

(A) DEFINITIONS

In this Policy, where consistent with the context, the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine gender and each of the following words and expressions shall have the following meanings:

Accident: A sudden, unforeseen and fortuitous event, and exclude medical.

Age Last Birthday: An Insured Person's age at his/her last birthday.

Anesthetist: A Specialist trained in the field of anesthesia.

Annual Limit: The amount stated in the Schedule or Endorsement and is the maximum amount payable by Us under this Policy in respect of any one Insured Person during the Period of Insurance.

When the aggregate total Benefits paid under this Policy in any one Period of Insurance reaches the Annual Limit for any Insured Person, no further Benefits shall be payable in respect of that Insured Person for the remainder of that Period of Insurance.

Application: The forms completed by the Insured Persons to request for Coverage from Us and the information, documents and declarations provided by the Insured Persons in applying for this Policy, including any medical examination reports and forms, correspondence, representations and statements made by the Insured Persons and any supplementary questionnaires completed by the Insured Persons, all of which contain information which We rely on or have relied on in deciding whether or not to insure the respective Insured Persons.

Benefits: The amounts payable by Us in accordance with the terms and conditions of this Policy.

Cancer: A malignant tumor characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissue. This diagnosis must be supported by histological evidence of malignancy and confirmed by an oncologist or pathologist.

Child: Your natural or step or legally adopted Child who is unmarried, unemployed and whose Age Last Birthday is from 15 days to 25 years old, provided that the Age Last Birthday of 19 to 25 years old shall be applicable to renewals only.

Clinic: An establishment duly constituted and licensed in the geographical area in which it is located as a center for medical Treatment of sick and injured persons, and which:

- a) provides facilities for diagnosis and Treatment of Illnesses and injuries;
- b) is supervised by a full-time staff of Physicians during its business hours; and
- c) is not a mental Hospital or institution, a place for custodial care or facility for alcoholics or drug addicts, a spa, or hydro Clinic or a nursing or rest or convalescent home or a home for the aged, or such similar establishments.

Congenital Conditions: A medical condition that is present at birth or is believed to have been present since birth, whether it is inherited or caused by an environmental factor.

Co-payment: the portion of the eligible medical Treatment expenses that the Insured Person must pay in addition to the annual deductible, if any, as stated on the Schedule.

Cover / Coverage: Insurance Cover in accordance with the terms of this Policy, as applicable to each Insured Person.

Covered Expenses: Expenses incurred for any Medically Necessary Treatment recommended by a Physician and provided to any Insured Person for any Illness or Injury during the Period of Insurance and which may be payable, in accordance with the terms and conditions of this Policy. Reimbursement of Covered Expenses shall include any goods and services tax and/or government tax that may be levied.

Daycare Treatment: Treatment at a Hospital where an Insured Person is admitted and occupies a bed due to day surgery, but does not remain overnight, excluding Kidney Dialysis and Cancer Treatment.

Day Surgery: Surgery on an Insured Person for the Treatment of an Illness or Injury and which is pre-planned and carried out by a Surgeon, at a Hospital or Clinic, but not on an Inpatient basis.

Deductible: The amount out of an eligible claim which has to be borne by the Insured Person before the relevant benefits are payable under this Policy.

Dentist: A person qualified as a dental practitioner (other than an Insured Person or a member of his Immediate Family or his business associates including any business partners, employers or employees) by a degree in dentistry and duly licensed and registered with the relevant statutory dental board or council to provide dental Treatment and who, in rendering dental Treatment, is practicing within the scope of his licensing and training in the geographical area of practice.

Dependants: Any of the following persons:

- a) Your Spouse;
- b) Your Child(ren).

Disability: Means an Illness or Injury, and any symptoms, sequelae, or complications arising from such illness or injury. In the case of Injury, it means all injuries arising from the same event of series of contiguous events.

Effective Date: The date on which Cover under this Policy for the respective Insured Persons becomes effective and which is stated on the Schedule or Endorsement, whichever is later.

Emergency Treatment: A sudden change in an Insured Person's health which requires immediate and urgent medical Treatment to avoid death or impairment to the Insured Person's immediate health.

Endorsement: A written statement or notice issued by us to confirm and record any amendments made to this Policy, including any change in the wording of or Cover offered under this Policy or qualification of wording if the Policy is accepted on restricted terms.

Full Coverage: Full Coverage is up to Annual Limit.

Geographical Area: The countries Covered within Worldwide Plan, International Plan and China Plan as stated in Your Schedule

High Cost Providers: The High cost Providers are listed on the Schedule. The expenses incurred in High Cost Providers are not covered unless otherwise stated and Covered in the Policy.

Home Country: means the country of which the Insured Person holds a passport. Where the Insured Person holds more than one passport the Home Country will be taken to mean the country whose passport number is listed on the application form. For a dependant child holding more than one passport, the Home Country will be taken to mean the Home Country of the Main Insured.

Hospital: An establishment duly constituted and licensed in the Geographical Area in which it is located as a medical and surgical Hospital for the care and Treatment of sick and injured persons as bed-paying patients, and which:

- a) provides facilities for diagnosis, Treatment and minor or major Surgery;
- b) is supervised by a full-time staff of Physicians at all times; and
- c) is not primarily a Clinic, a mental Hospital or institution, a place for custodial care or facility for alcoholics or drug addicts, a spa, or hydro Clinic or a nursing or rest or convalescent home or a home for the aged, or such similar establishments.

A reference to a Hospital in this Policy shall be construed to refer to either a Public Hospital or Private Hospital.

Illness: A physical condition marked by a pathological deviation from the normal healthy state and contracted by an Insured Person.

Immediate Family: Any of the following people, related to an Insured Person by blood, marriage or adoption:

- a) parents and parents-in law;
- b) siblings and brothers-in-law and sisters-in-law;
- c) Spouse; and
- d) Children.

Injury: An external and visible bodily Injury sustained by an Insured Person and caused solely and directly by an Accident and does not include any Illness or naturally occurring medical conditions or degenerative process.

Inpatient: Admission and confinement of an Insured Person in a Hospital for Treatment of an Illness or Injury as a registered bed-paying patient for which the Hospital levies a daily room and board charge.

Insured Person(s): An eligible person who had completed or whose name is included on an Application Form for the Policy and who is named in the policy schedule.

Intensive Care Unit: A section within a Hospital which is designated as an Intensive Care Unit by the Hospital and which is operating on a twenty four (24) hour basis solely for the Treatment of patients in critical medical condition and which is equipped to provide specialized nursing and medical services not available elsewhere in the Hospital. This definition also includes a Coronary Care Unit which has facilities not less comprehensive than those described above.

Lifetime Limit: the maximum amount (if any) stated in the Schedule to be payable under this Policy during the lifetime of the Insured Person.

Main Insured: the Insured Person who is shown as the Main Insured in the Application form.

Medically Necessary: A Treatment, service, supply, or drug, is medically necessary if it is prescribed by a Physician and is appropriate and essential to diagnose or treat the patient's Illness or Injury;

- does not exceed, in scope, duration, or intensity, the level of care which is needed to provide safe, adequate, and appropriate diagnosis or Treatment;
- is consistent with widely accepted professional standards of medical practice in the jurisdiction where Treatment is rendered
- is not primarily for the personal comfort or convenience of the patient, the family, Physician, or other provider of care;
- is not a part of or associated with the scholastic education or vocational training of the patient;
- is not Experimental or Investigative
- in the case of Inpatient care, cannot be provided safely on an Outpatient basis

Oral Hygienist: A properly qualified employee of a Dentist who is licensed, if required, by the competent medical authorities of the country in which Treatment is provided to render services such as cleaning and anesthesia, and who is rendering such Treatment at the direction of, and under the direct supervision of, a licensed Dentist.

Outpatient: Refers to an Insured Person who receives Treatment at a recognized medical facility excluding Inpatient Treatment, Day Surgery and Daycare Treatment.

Period of Insurance: The period of Cover for the respective Insured Persons as shown in the latest Schedule or Endorsement.

Physician: A person qualified as a medical practitioner (other than an Insured Person or a member of his Immediate Family or his business associates including any business partners, employers or employees) by a medical degree in western medicine and duly licensed and registered with the relevant statutory medical board or council to provide medical Treatment and who, in rendering Treatment, is practicing within the scope of his licensing and training in the geographical area of practice.

A reference to a "Physician" in this Policy shall be construed to mean, wherever appropriate, a General Practitioner and/or a Specialist.

Policy: Means the contract between You and Us, to provide Cover in accordance with the Schedule, General Conditions, Description of Benefits, Exclusions contained within Your Policy documents.

Policyholder: Refers to the party who pays the premium for the Policy.

Pre-existing Condition: An Injury or an Illness which, prior to the date on which an Insured Person is first Covered under the Policy:

- a) existed (or symptoms or manifestations of which existed) with respect to an Insured Person based on normal medically accepted pathological development of the Injury or Illness; or
 - b) the Insured Person was aware or should reasonably have been aware;
- irrespective of whether Treatment was actually received.

Pre-authorized, Pre-authorization: A process through which an Insured Person seeks approval from Us prior to undertaking Treatment or incurring costs. Pre-authorization may be revoked if new information subsequently negates a claim.

Prescription Drugs: Prescription Drugs are medications which are prescribed by a Physician and which would not be available without such prescription.

Psychiatric: Means that which affects the mind, emotions or mental function of a person whether it is organic, traumatic or reactive in origin.

Psychiatric Treatment: Treatment by a Psychiatrist for a condition certified by the Psychiatrist to be a medically recognised mental illness.

Psychiatrist: A Physician who has experience in the diagnosis and treatment of mental illnesses and holds a recognised degree in psychiatry or other equivalent qualification.

Reasonable and Customary Charges: Charges for medical Treatment which do not exceed the general level of fees or charges made by others of similar professional standing in the same locality where the charges are incurred, when furnishing like or comparable Treatment, services or supplies for a similar Illness or Injury and which in accordance with accepted medical standards, could not have been omitted without adversely affecting the Insured Person's medical condition. We may proportionately reduce any claim to reflect what would have been reasonably incurred, based on the professional opinion of our Physician.

Registered Nurse: A person qualified as a nurse (other than an Insured Person or a member of his Immediate Family or his business associates including any business partners, employers or employees) by a nursing qualification and duly licensed and registered with the relevant statutory nursing board or council to provide nursing services and who, in rendering such services, is practicing within the scope of his licensing and training in the geographical area of practice.

Schedule: Any Schedule to this Policy containing Your particulars and those of the Insured Persons, the Benefits payable under this Policy, the respective limits for each Benefit including the Annual Limit, premiums payable and any other details and/or features of this Policy, as may be applicable.

Spouse: Your husband or wife under a marriage recognized by law and whose Age Last Birthday is from 18 to 74 years old.

Standard Private Room: The standard accommodation covered under this Policy shall mean the grade or class of room (offering, where available, a private room with single occupancy as a minimum) for which the Hospital levies the lowest charges for room and board.

Surgeon: A Specialist who is qualified to perform Surgery.

Surgery: A medical Treatment of surgical intervention.

Traditional Chinese Medical Practitioner: A person qualified as a traditional Chinese medicine practitioner (other than an Insured Person or a member of his Immediate Family or his business associates including any business partners, employers or employees) engaged in the practice of traditional Chinese medicine, and who is duly licensed and registered with the relevant statutory Traditional Chinese Medical Practitioners board or council to practice traditional Chinese medicine and who in rendering Treatment, is practicing within the scope of his licensing and training in the geographical area of his practice. This shall include Chinese Herbalist, Bonesetter and Acupuncturist.

Treatment: means any surgical or medical services (including diagnostic tests) that are needed to diagnose, relieve, or cure a medical condition.

Usual Country of Residence: means the country in which the Insured Person works and lives for the majority of the year. For Insured who travels a majority of the year, it means the country in which the Insured Person maintains his primary residence or in which the Insured Person's last fixed residence was located.

Venereal Disease: means an Illness which has been transmitted by sexual contact, or any of the following Illnesses whether sexually transmitted or not: syphilis, gonorrhoea, venereal warts including genital HPV (human papillomavirus), genital herpes, granuloma inguinale, chancroid, trichomona, pubic lice (phthirus pubis) infestation, and chlamydia.

The Company, We (Our/ Us), The Insurer: Wintherthur Insurance (Asia) Ltd. Shanghai Branch

You (Your): The party named in the Schedule as the owner, Policyholder, Insured Person(s) of this Policy

(B) General Conditions:

1. Persons Eligible

- a) Cover under this Policy shall be subject to the fulfillment of all of the following eligibility requirements by the Insured Persons:
- (i) Satisfy the entry age
 - You and Your Spouse are from 18 to 74 years old (Age Last Birthday);
 - Your Child is from 15 days to 18 years old (Age Last Birthday); and
 - (ii) Residents in Shanghai include all Shanghai citizens and permanent residents of Shanghai as well as expatriates or foreigners who are holding valid employment pass, student pass, dependant pass or work permit.
 - (iii) Expatriates or foreigners must provide a bona-fide residential address in Shanghai.
 - (iv) Are insurable in accordance with Our terms and standards of acceptance; and
 - (v) You pay the applicable premiums.
- b) Subject to Our approval, Cover for Your Children may be renewed up to age 25 (Age Last Birthday) provided that they are unmarried, unemployed and are full-time students.

No person shall be included for Coverage under this Policy who has not yet attained the age of 15 days or who has reached the age of 74 years (Age Last Birthday).

2. Paying Your Premium

The Policy is an annual contract and premiums are payable yearly in advance.

Premiums are payable in **Chinese RMB** or **US dollars** depending on Your nationality, Your selected Geographical Area and relevant regulations.

The Policy will be denominated in the currency in which the premiums are paid. Premiums are based on rates applicable to each Insured Person's attained age at the commencement of the relevant Policy year.

With the exception of regulation governing foreign currency payment, the total premium due must be paid and actually received in full by Us (or the intermediary

through whom this Policy was effected) on or before the Effective Date (“the Effective Date”) of the Coverage under the Policy, Renewal Certificate, Cover Note or Endorsement.

In the event that the total premium due is not paid and actually received in full by Us (or the intermediary through whom this Policy was effected) on or before the Effective Date referred to above, then the Policy and Endorsement shall be deemed to be cancelled immediately and no Benefits whatsoever shall be payable by Us. Any payment received thereafter shall be of no effect whatsoever on the cancellation of the Policy, Renewal Certificate, Cover Note and Endorsement.

3. Further Conditions Concerning Cover

If an Insured Person is confined in a Hospital on the date when his Cover would otherwise become effective, such Cover shall not become effective until the date following his discharge from the Hospital as stated on an Endorsement.

4. Geographical Area

a) We offer three Geographical Areas of Coverage: Worldwide, International, and China. Your Schedule will state Your chosen Geographical Area of Coverage. No Benefits will be paid should you seek treatment out of the Geographical Area of Coverage.

i) Worldwide Plan

Worldwide Plan has no geographic restrictions and provides medical Treatment in any country in the world.

ii) International Plan

International Plan provides for medical Treatment throughout the world, with exception of the United States.

iii) China Plan

China Plan provides for medical Treatment in People’s Republic of China (excluding Hong Kong, Taiwan, and Macau)

b) The benefits stated under Section C Part 1 (Hospitalization benefit) of this Policy apply to an Insured Person within the Geographical Area of Coverage. While outside the Geographical Area of Coverage, the benefits only apply to Emergency Treatment of an Insured Person or treatment for Injury or unforeseen Illness, subject always to the limits specified in the Schedule of this Policy

c) The Dependants must be Covered in an equivalent or lower area of Coverage as the Main Insured.

5. Additions

a) Provided that Your Dependants satisfy the eligibility requirements set out in Section B (1) above, they may be included as Insured Persons under this Policy.

b) You must:

- (i) provide written request of such inclusion of Your Dependants and provide all necessary information in the form prescribed by Us;
- (ii) pay any additional premiums.

Subject to Section B (4) above, Cover for Your Dependants will only commence on the Effective Date

6. Policy Plan Upgrading/Downgrading

Upon Your written request, We may agree to a change in Policy Coverage, but any such change to Your Policy, as agreed by Us, shall be applicable only at the next renewal of the Policy and You have paid any additional premiums as may be applicable.

For any Illness or Injury occurring, contracted or sustained during the period of twelve (12) months after the Effective Date of the upgrading, We shall not be liable beyond the limits applicable for the immediately preceding Period of Insurance, if such Illness or Injury directly or indirectly arises or results from a condition or Accident contracted occurring or sustained during the preceding periods of insurance.

For any Illness or Injury occurring, contracted or sustained at any time on or after the Effective Date of a downgrading, notwithstanding that such Illness or Injury may be a direct or indirect result of a condition or Accident occurring, contracted or sustained during the preceding periods of insurance, Our liabilities shall be restricted to the limits applicable to the downgrading.

7. Policy Renewal/ Renewal Premium

a) This is a yearly renewable Policy. On or before the expiry of Your Policy, and subject to Our acceptance, You may renew this Policy by paying the premium applicable at the time of renewal. This shall not apply in the event that the Policy expires, or is terminated or cancelled in accordance with the terms of this Policy and You should subsequently wish to reapply for insurance Cover under this Policy.

b) Premium rates are not guaranteed and the premium payable at renewal shall be determined at each renewal based on the Insured Persons’ attained age, the premium rates then in effect, and any other factors which may materially affect the risks insured.

c) If any Child insured under Your Policy marries, reaches the age of 18 years, ceases being in full time education or if they are in continuous full time education but have reached the age of 25 at Your renewal date they will no longer be eligible for Cover under Your Policy.

They can apply to have their own Policy by completing a SmartCare Elite Application Form. Provided there is no break in their insurance Cover their Pre-existing Condition will remain the same as the date on which they joined Your Policy. Their Application will be subject to the definitions, benefits, terms and conditions in force at the time of their transfer.

8. Automatic Termination

a) Cover under this Policy for the respective Insured Person shall automatically terminate on the earliest occurrence of any of the following events:

- (i) the date the Policy is terminated;
- (ii) the date the Insured Person’s Coverage is terminated;
- (iii) when the applicable premiums are not paid in accordance with the terms of the Policy;
- (iv) death of such Insured Person;
- (v) upon such Insured Person ceasing to satisfy any of the eligibility requirements set out in this Policy

Provided that an Insured Person satisfies the age eligibility requirement at the Effective Date, his/her Cover shall not automatically terminate when he/she attains a higher age during that Period of Insurance.

b) Termination of Your Cover shall automatically terminate Cover for all of Your Dependants as well.

9. Cancellation / Termination of Cover

- a) You have the right to cancel this Policy at any time by giving 14 days' written notice to Us. Provided that no claims have been made during the Period of Insurance, Premiums will be refunded subject to the "Premium Refund table" below in the currency in which the premiums were paid. No premium refund if any claim has been made during the period of insurance.

Passed Insured Period	Refund on Premium paid
Not exceeding 2 months	60%
Not exceeding 3 months	50%
Not exceeding 4 months	40%
Not exceeding 6 months	25%
More than 6 months	NIL

- b) You have the right to terminate Cover for any Insured Person at any time by giving Us 14 days' written notice, and upon such termination, Premiums will be refunded for that Insured Person provided that no claims have been made during the Period of Insurance and subject to the "Premium Refund table" below, in the currency in which the premiums were paid No premium refund if any claim has been made during the period of insurance.

Passed Insured Period	Refund on Premium paid
Not exceeding 2 months	60%
Not exceeding 3 months	50%
Not exceeding 4 months	40%
Not exceeding 6 months	25%
More than 6 months	NIL

- c) We have the right to terminate this Policy at any time by giving You at least thirty (30) days' written notice of such termination and upon such termination You will be granted a pro-rated refund (as the formula stated below) of the total premium paid corresponding to the unexpired Period of Insurance provided that no claims have been made during the Period of Insurance. Refund is calculated as follows: Premium paid*(Insured Period-Passed Insured Period)/Insured Period. No premium refund if any claim has been made during the period of insurance.

10. Determination of Premiums

For the purposes of determining premiums payable, an Insured Person's age shall be deemed to be his/her Age Last Birthday, and any premium tables or other material We provide in this connection shall be read accordingly.

11. Change in Premium Terms

The Company is authorized to apply any change in premiums to all current insurance contracts. We will review premiums each year to account for a range of statistical factors. We will inform Policyholders in writing, at least 30 days before the date of renewal. .

12. Payment of Benefits

We shall pay all Benefits to You or Your estate (in the event of Your death). You or Your estate's receipt of any Benefit payable under this Policy shall in all cases be deemed full and final discharge of all claims, demands, liabilities and damages whatsoever. We may, at Our sole discretion, pay the Benefits to an Insured Person unless You request otherwise in writing.

We may appoint independent administrators to settle claims on Our behalf.

We may directly pay the Covered Expenses to medical service providers with direct settlement facility. The medical service providers' receipt of such Benefits payable under this Policy shall in all cases be deemed full and final discharge of such claims, demands, liabilities and damages whatsoever.

13. Co-Payment/Deductible

You may need to pay a portion of any claims payable pursuant to the Deductible and/or Co-payment features of this Policy, the amount of such Deductible and/or the percentage of such Co-payment shall be specified in the Schedule or Endorsement.

14. Obligations of The Insurer

- a) The Insurer shall promptly issue an insurance policy or other insurance certificate to the policyholder after an insurance contract is concluded.
- b) If the insurer deems that the relevant evidence or materials are incomplete, the insurer shall, by one notification, notify the policyholder and the insured to provide supplementary evidence or materials.
- c) The insurer shall, after receiving any claim for payment of insurance benefit from the policyholder, promptly carry out the review of such claim; where the circumstances are complicated, the result of the review shall be made within 30 days, unless otherwise stipulated in the insurance contract. The insurer shall inform the policyholder of the result. Where insurance liability exists, the insurer shall perform its obligation to make payment of indemnity within 10 days after reaching an agreement with the insured for such payment. Where the insurance contract itself makes stipulation regarding the deadline for payment of indemnity or insurance benefit, payment shall be made according to such agreement. After performing the review according to the stipulations, and if it is beyond the scope of the insurance liability, the insurer shall issue a written notice of rejection of insurance benefit to the insured and explain the reason thereof.
- d) If the amount of insurance benefits to be paid can't be determined within 60 days after the insurer receives a claim for insurance benefit along with the relevant evidence and material, an advance payment of the amount that can be determined according to the evidence and material at hand shall be made and the balance shall be paid once the total amount of insurance benefit has been determined.

15. Obligations of The Policyholder and The Insureds

- a) Once an insurance contract is concluded, the applicant shall pay the premium in accordance with the agreement.
- b) When concluding an insurance contract, if the insurer inquires about the relevant circumstances of the insured subject matter or the insured, the policyholder shall give truthful disclosure. In the event that the policyholder deliberately or due to significant negligence, fails to perform the obligation of truthful disclosure as prescribed in the paragraph so as to materially influence and alter the insurer's decision as to whether or not to provide the corresponding insurance coverage or to increase the premiums rate, the insurer shall have the right to rescind the corresponding insurance contract.

In the event that the policyholder deliberately fails to perform his obligation of truthful disclosure, the insurer shall not be liable to indemnify or pay the insurance benefit or refund the premium for the insured event occurring prior to the rescission of the insurance contract.

In the event that the policyholder fails to perform his obligation of truthful disclosure due to significant negligence, which has significant relevant bearing on the occurrence of an insured event, the insurer shall not be liable to indemnify or pay the insurance benefit for such insured event occurring prior to the rescission of this contract, but shall refund the premium.

- c) The policyholder, the insured or the beneficiary shall notify the insurer as soon as they respectively become aware of the occurrence of the insured event. Where they deliberately or due to significant negligence, fail to inform the insurer in time and thus make it difficult to determine the nature, cause and degree of damage and other circumstances of the insured event, the insurer shall not be liable to indemnify or pay the insurance benefits for the portion that can't be determined, unless the insurer is aware of or ought to be aware of the occurrence of such insured event in due time through other ways. The agreement above does not include the delays caused by force majeure.

16. Changes in Circumstances

The Policyholder must inform Us immediately in writing of any changes that may affect the risk, Cover or eligibility of an Insured Person. By changes We mean:

- a) change of Insured Person's occupation/business
- b) change of Policyholder's or Insured Person's address. The insurer may send some necessary notice according to the latest existing address if the policyholder does not inform in time. It is deemed to have sent to the policyholder.
- c) change of Usual Country of Residence
- d) change of Insured Person's name
- e) change of Policyholder

17. Change of Residence

As a condition precedent to liability under the Policy, the Company must be informed immediately in writing of any change in the Insured Person's Usual Country of Residence. A change in the Usual Country of Residence shall be deemed to mean the Insured Person's ceasing to maintain a residence in his current Usual Country of Residence or establishing or intending to establish a residence in another country for a period in excess of three consecutive months.

The Company must be informed of the location of any Dependants whose Usual Country of Residence is different from that declared for the Insured Person in the Application form, and the Company reserves the right to revise the premium or to decline to cover such Dependants under the Policy. The Company reserves the right to revise Your premium or to decline to offer renewal to any member whose Usual Country of Residence has changed during the Policy year.

18. Determination of Age and handling of Misstatement of Age

The age of an Insured Person shall be the age registered on his or her legitimate credential. You shall state the age of the Insured Person's last birthday.

If the age of any Insured Person has been misstated and the premium paid as a result is insufficient, any claim payable under this Policy shall be pro-rated based on the ratio of the actual premium paid to the correct premium which should have been charged for the Period of Insurance. Any excess premium that may have been paid as a result of any misstatement of age shall be refunded without interest. If at the correct age an Insured Person would not have been eligible for Cover under this Policy, no Benefit shall be payable, and Our liability shall be limited to the refund of the premium paid without interest.

19. Expenses Covered by Other Sources

The Benefits of this Policy are payable on a reimbursement and indemnity basis. If You or any Insured Person recovers all or part of claimed expenses from any other source, or if there is in place any other insurance against the events Covered, We will only be liable for the excess of the amount recovered from such other source or insurance.

In the event that an Insured Person is Covered under any occupational insurance, he/she shall claim under such insurance first, before claiming against this Policy. In any event, We shall be liable only for any difference between the amount recovered or recoverable from such insurance and Your Covered expenses, subject to the limits and terms and conditions of this Policy.

20. Right of Recovery

In the event that payment is authorized and/or made by Us for expenses that are not Covered under this Policy, We shall be entitled to recover all sums in respect of any liabilities incurred by Us.

21. Applicable Law/ Jurisdiction

The formation of this Contract, its validity, interpretation, execution and settlement of disputes in connection herewith shall be governed by the laws of People's Republic of China,.

Any dispute between the Insured(s) and the Insurer arising from or in connection with this Policy shall be settled through friendly negotiations. Where the two parties fail to reach an agreement after negotiation, such dispute shall be submitted to the one of the following entities.

- (1) China International Economic and Trade Arbitration Commission, Shanghai Commission for arbitration which shall be conducted in accordance with the Commission's arbitration rules in effect at the time of applying for arbitration provided that such arbitration shall be governed by the law of China. The arbitral award is final and binding upon both parties; or
- (2) Courts having jurisdiction for judgment.

The dispute resolution shall be settled and agreed between Insured(s) and the Insurer when the insurance contract is executed. The second one is the implied dispute resolution unless there is a different agreement between Insured(s) and the Insurer

The limitation of action for the insured or the beneficiary to claim for indemnity or insurance benefit against the insurer shall be 2 years, which commences from the date the insured or the beneficiary is aware of or ought to be aware of the occurrence of the insured event.

22. Non-Assignments

This Policy is not assignable. We shall not be affected by notice of any trust, charge, lien, assignment or other dealing with this Policy.

23. Claim Procedures

You must comply with the following stipulated time limits and procedures before any Benefits are payable under this Policy:

- a) Written notice shall be given to Us as soon as possible and in any event, within thirty (30) days after the occurrence of any event, which may give rise to a

claim under this Policy.

- b) A claim form obtainable from Us upon request and all necessary supporting evidence of the occurrence, nature and extent of loss shall then be submitted to Us within sixty (60) days after the occurrence of the event giving rise to a claim under this Policy. All certificates, receipts, information and evidence required by Us shall be Provided by You in the form prescribed by Us and at no cost to Us
- c) We shall have the right and the opportunity through Our medical representatives to examine any Insured Person whenever and as often as may be reasonably required during Our assessment of any claim. In addition, We shall have the right to require an autopsy in the case of death, where this is not forbidden by law or such religious beliefs that are recognized by the law. We will bear the expenses incurred in such examinations, unless We deny Your claim, in which case We shall be entitled to recover all the expenses so incurred from You.

24. Alterations

We reserve the right to vary the Benefits, Cover and amend the terms and conditions of this Policy. We will inform You of the intended amendment at least thirty (30) days prior to the renewal. Unless specifically mentioned, such amendment shall not affect any special conditions or Endorsements applicable at the time of commencement of Cover. No alteration to this Policy shall be valid unless approved in writing by Our authorised representative and reflected in an Endorsement. No broker or agent has the authority to amend or to waive any of the terms and conditions of this Policy.

25. Currency Exchange Rates

Payment of all claims and Benefits will be made in US dollars or Chinese RMB, whichever is the currency in that premium is paid. Charges incurred in any other currency shall be payable in Chinese RMB or US dollars, whichever is the currency in that premium is paid, on the basis of the exchange rate in effect on the date such charges were incurred as stipulated by Us.

26. Clerical Error

A clerical error by Us shall not invalidate insurance Cover otherwise validly in force, nor continue insurance Cover otherwise not validly in force.

27. In the Event of Fraud

In the event that the insured fraudulently reports that an insured event has occurred when no such event has actually occurred, and therefore submits a claim for indemnity or insurance benefit, we shall have the right to rescind the insurance contract without giving any refund of previously collected premiums.

In the event that the policyholder and the insured deliberately cause an insured event to occur, we shall have the right to rescind the insurance contract and shall not be liable for the payment of indemnity or insurance benefit, nor shall the insurer be liable to refund the premium previously collected.

In the event that the policyholder, the insured, following the occurrence of an insured event, forges or alters relevant evidence, material or other proof to fabricate a false cause for such event or exaggerate the degree of damage, we shall bear no obligation to pay indemnity or insurance benefit for the portion of the claim that is falsely reported.

In the event that the policyholder, the insured has undertaken any of the actions described in the previous three paragraphs, which results in ours payment of insurance benefit or expense, the said policyholder, insured or beneficiary shall refund such payment or compensate us.

(C) DESCRIPTION OF BENEFITS

Important Notice

1. The Benefits described below may be subject to maximum Annual Limits, Lifetime Limits, Co-payment and/or a deductible. Please check the Schedule for details. Subject to the terms, conditions, and definitions of the Policy, and in accordance with the limits and percentages stated hereunder, the following Benefits shall be paid for Reasonable and Customary Charges necessarily incurred by an Insured Person.
2. If an Insured Person incurs Covered expenses during the Period of Insurance, We will pay the Benefits below in accordance with the Schedule or any Endorsements. If an event Covered under this Policy occurs during the Period of Insurance, but continues or extends beyond such Period of Insurance, We will only pay the Benefits applicable to that Insured Person in respect of the relevant Period of Insurance where such event first occurred. Additionally, under no circumstances shall any Benefits be payable for expenses incurred after termination or cancellation of the Policy, or of Coverage for such Insured Person, whether or not such expenses were due to Illness or Injury occurring before the termination or cancellation.
3. Unless otherwise provided, this Policy is issued for a period of one year. If the Period of Insurance stipulated in the latest Schedule or Endorsement is less than one year, the Benefits payable under this Policy shall be pro-rated accordingly.

■ **Reimbursement and Indemnity Basis**

We will pay the Benefits to the respective limits (as specified in the Schedule or Endorsement), in the following manner:

The Covered Expenses actually incurred by an Insured Person; or
Reasonable and Customary Charges;

Outpatient Benefits

The following services are paid up to the Annual Limits indicated in the Schedule for the Reasonable and Customary Charges as recommended by a registered medical Physician subject to the following

- a) There is a deductible limit per visit depending on the Plan you choose.
- b) There is a limit of (1) visit per day per disability.
- c) High Cost Providers
The usage of high cost providers depends on the Plan you choose.
 - i) China Platinum and International Platinum Plans exclude all treatments and charges received from high cost providers. No benefits will be paid should you seek treatment at high cost providers.
 - ii) China Diamond, International Diamond and Worldwide Diamond Plans have no restrictions on the usage of high cost providers.

1. Clinical Consultation

Reimbursement of Reasonable and Customary Charges for Treatment or services rendered by a registered medical Physician as a result of Disease, Illness or Injury or Sickness up to the maximum amount indicated in the Schedule.

2. Specialist Consultation

Reimbursement of Reasonable and Customary Charges for Treatment or services rendered by a Specialist as a result of Disease, Illness or Injury or Sickness up to the maximum amount indicated in the Schedule.

3. *Physiotherapy Treatment*

Reimbursement of Reasonable and Customary Charges for Treatment or services rendered by a registered Physiotherapist, as recommended by a registered medical Physician in writing, as a result of Disease, Illness or Injury or Sickness up to the maximum amount indicated in the Schedule.

4. *Chiropractic Treatment*

Reimbursement of Reasonable and Customary Charges for Treatment or services rendered by a registered Chiropractor, as recommended by a registered medical Physician in writing, as a result of Disease, Illness or Injury or Sickness up to the maximum amount indicated in the Schedule.

5. *Chinese Herbalist*

Reimbursement of the Reasonable and Customary Charges for Treatment or consultation services rendered by a registered Chinese Herbalist as a result of Disease, Illness or Injury or Sickness up to the maximum amount indicated in the Schedule.

6. *Bonesetter*

Reimbursement of the Reasonable and Customary Charges for Treatment or consultation services rendered by a registered Bonesetter as a result of Disease, Illness or Injury or Sickness up to the maximum amount indicated in the Schedule.

7. *Acupuncture Treatment*

Reimbursement of the Reasonable and Customary Charges for Treatment or services rendered by an Acupuncturist as a result of Disease, Illness or Injury up to the maximum amount indicated in the Schedule.

8. *X-Ray & Laboratory Expenses*

Reimbursement of Reasonable and Customary Charges for Outpatient X-ray & laboratory examinations, as recommended by a registered medical Physician in writing, as a result of Illness or Injury up to the maximum amount indicated in the Schedule.

9. *Prescribed Drugs & Medicine*

Reimbursement of the cost of Medically Necessary medicine and drugs prescribed on a written basis by the attending Physician on account of Illness or Injury up to the maximum amount indicated in the Schedule.

10. *Routine physical examinations & health check-ups & vaccinations & Optical*

Reimbursement of the cost of the preventive treatment including routine physical examinations, or health screening, or health check-ups, or vaccinations, or Reasonable and Customary Charges for eyesight tests or prescribed spectacles, lenses or contact lenses by an optician, up to the maximum amount indicated in the Schedule. But no benefits shall be paid for the following services, products or conditions:

- 1). Contact lens check-ups or solutions, non-prescribed spectacles, spectacle repairs, new frames, or replacements needed after accidental damage.
- 2). Contact lenses for purely cosmetic purpose only and any kind of sunglasses including prescription sunglasses.

(D) *POLICY EXCLUSIONS*

No Benefits shall be payable under this Policy for any one of the following occurrences and any events and medical conditions arising from such occurrences (whether directly or indirectly, partially or wholly):

1. **All Pre-existing Conditions or any related, associated or consequential Disabilities, unless declared by the Member in the Application form and specifically accepted by Us during underwriting stage and endorsed on the Policy.**
2. **Outpatient primarily for diagnosis, x-ray examinations, or for general physical or medical check up, routine physical examinations, health check-ups or any other tests, where there is no objective indication of impairment of normal health or any Treatment of a preventive nature without Medically Necessary including vaccinations, acupuncture, or any Treatment which is not Medically Necessary. Otherwise stated and covered in the Policy.**
3. **Any period of Hospital confinement, dental care and its related Treatment except as specifically Covered under this Policy.**
4. **Pregnancy, Childbirth, abortion, miscarriage, infertility and all complications arising therefrom unless otherwise stated and Covered in the Policy.**
5. **Birth control measures, assisted reproduction, sterilization (or its reversal) or any events arising out of or in connection thereto.**
6. **Circumcision, impotence or any consequence of it.**
7. **Sickness or disease directly or indirectly arising from Venereal Disease, Acquired Immune Deficiency Syndrome (AIDS), any AIDS related condition, or infection by Human Immune-Deficiency Virus (HIV).**
8. **Sex change.**
9. **Costs arise under any legislation or Covered under any corresponding insurance relating to occupational death, Injury, or Illness.**
10. **Congenital Conditions and any physical birth defects arising out of or resulting therefrom.**
11. **Non-Hospital nursing care or ambulatory care, rest cures or sanatoria care, Treatment arising from any geriatric, psycho-geriatric or psychological, emotional, mental or Psychiatric conditions, mental disorder and alcoholism or substance abuse, unless otherwise stated and Covered in the Policy**

12. **Suicide or attempted suicide, self-inflicted injuries or any attempt thereat whether sane or insane. A result of the insured persons were attacked or murdered caused by deliberate act or provocation of the insured persons.**
13. **Eye tests, refractive errors of the eyes, provision of medical appliances and prosthetic devices (including spectacles, hearing aids and wheelchairs and lenses), unless otherwise stated and Covered in the Policy.**
14. **Racing of any kind (except on foot), professional sports, parachuting, skydiving, hang-gliding, bungee jumping , diving, horse racing, car racing, mountaineering, rock climbing, martial art game, boxing, wrestling, acrobatic performances, exploration activities or any other high-risk sports and extreme sports.**
15. **Flying or other aerial activity except as a fare-paying passenger in a fully licensed aircraft operated by a licensed commercial air carrier or recognized Charter Company.**
16. **Nuclear or chemical contamination, war, invasion, losses by terrorist acts using chemical and/or biological substances, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, direct participation in riot, strike and civil commotion, insurrection or military or usurped power, or active duty in any of the armed forces.**
17. **The use or any Treatment resulting from the use, of any drugs not licensed by an official governmental control agency of the country in which the drug is given, or drugs used in any circumstances other than in accordance with their licensed indications.**
18. **Experimental medical Treatment.**
19. **Developmental delay and/or learning disabilities in Children**
20. **Cosmetic (aesthetic) or plastic Surgery or Treatment, or any Treatment which relates to or is needed because of previous cosmetic Treatment, provided that this exclusion does not apply to reconstructive Surgery if:**
 - a) **it is carried out to restore function or appearance after an Accident or following Surgery for a medical condition, provided that the Accident or Surgeon occurred while the Insured Person was Covered under this Policy; and**
 - b) **it is done at a medically appropriate stage after the Accident or Surgery; and**
 - c) **the cost of the Treatment is approved by Us in writing before it is done.**
21. **The removal of fat or surplus tissue from any part of the body whether or not it is needed for medical or psychological reasons, Treatment of obesity, weight reduction or weight improvement.**
22. **Violation or any attempted violation of the law or resistance or attempted resistance to lawful arrest.**
23. **All costs relating to cornea, bone marrow, muscular, skeletal or human organ or tissue transplant from a donor to a receptor and all expenses directly or indirectly related to Organ Transplantation (including conditions requiring or likely to require transplantation and status-post transplantation) unless otherwise stated and Covered in the Policy.**
24. **Treatment of alcohol dependence syndrome or drug addiction.**
25. **Sleep Apnoea.**

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redefining / standards

Winterthur Insurance (Asia) Ltd, Shanghai Branch

Tel : (8621) 61563500 Fax : (8621) 68824600

Website: www.axa-ins.com.cn

A Member of AXA Group

INDIVIDUAL SMARTCARE ELITE INPATIENT

This Policy, Policy Schedule, Certificate of Insurance, Application Form, Endorsement and Supplementary Agreement and Riders shall be read together as an entire contract

YOUR INDIVIDUAL SMARTCARE ELITE INPATIENT POLICY

Welcome to Your **Individual SmartCare Elite Inpatient** Policy.

Please read this Policy carefully together with Your Schedule to ensure that You understand the terms and conditions and that the Cover You require is being provided. Do keep it in a safe place.

If You have any questions after reading these documents, please contact Your insurance adviser or Winterthur Insurance (Asia) Ltd, Shanghai Branch at 021-61563500.

If there are any changes that may affect the insurance provided, please notify Us immediately.

CARING FOR OUR CUSTOMERS

Our ambition is to always satisfy Our customers. We are committed to doing this by:

- Welcoming You and listening carefully to Your needs
- Providing You with the most thorough advice and support
- Delivering services efficiently and on time

If, for any reason, You are unhappy with the service You have received from Us, please:-

- Call Us at (+8621) 61563500
- E-mail Us at: wicn@axa-ins.com.cn
- Write to Our Customer Service Department at Our current address, detailing Your feedback.

Winterthur Insurance (Asia) Ltd, Shanghai Branch

11/F, South Tower, China Diamond Exchange Center, 1701 Century Ave, PuDong, Shanghai 200122

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Statement

The documents issued by the insurer consist of a Chinese language version and an English language version. In the event of any discrepancy, the Chinese language version shall prevail. The English language version will be the first point of reference for clarifying the interpretation of individual clauses within the Chinese language version should this be required.

Important Notice

1. Before We provide Cover, You and all Insured Persons must fully and faithfully tell Us everything You know (or could reasonably be expected to know) that is relevant to Our decision in whether or not to insure the Insured Persons, otherwise You may receive no benefit from Your Policy.
2. Your Policy may have geographic restrictions, limiting Treatment in certain countries. You should consult Your certificate of insurance and Schedule, to see if Your Policy has geographic restrictions.
3. We reimburse Reasonable and Customary Charges subject to the terms and conditions of the plan You choose. Please read this Policy carefully especially the description of **Benefits and Exclusions**.
4. The insurance Cover under this Policy is based on the information submitted to Us, as set out in the accompanying documents. Please read these documents carefully. If they contain any information that is incorrect, please notify Us immediately, otherwise You may receive no Benefit in the event of a claim and/or Your Policy may be voided and Our liabilities shall be restricted to a refund of premiums paid for that Period of Insurance without interest. If any information, which You subsequently provide Us, differs materially from the information submitted to Us earlier, We may offer Cover on different terms or decline it altogether. If We do not hear from You within 14 business days from the date of issue of this Policy, We will take it that the information is complete and correct.
5. You have a **cooling-off period of 14 business days** from the date that You receive this Policy. You are deemed to have received the Policy within 3 days after We have dispatched it. If You decide that this Policy does not suit Your needs, You may request to cancel it by giving Us clear, written instructions and returning Your membership card and certificate of insurance within 14 days of receipt of Your Policy documents. **Provided that no claims have been made during this period, We shall refund the premiums paid by You without interest.** This cooling-off period shall not apply to Policies with terms of less than 1 year. It will also not apply to Policy renewals.

How Your Insurance Operates

Your Policy is a contract between You and Us, and comprises:

- Your Application form submitted to Us;
- any declarations made by the Insured Persons;
- this Policy document;
- the Policy Schedule (which contains the Benefits Schedule)
- Certificate of Insurance
- any supplementary agreements or riders;
- any Endorsements

and shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part shall bear the same meaning wherever it appears.

This Policy shall become effective at 00:00 Standard Beijing Time on the date specified in the Schedule and end at 23:59 Standard Beijing Time on the last day of the Period of Insurance.

Having received and accepted all requisite premiums, We will provide the Cover shown in the relevant sections of the Policy, up to the sums insured or limits of indemnity stated in the Schedule and/or Endorsements.

(A) DEFINITIONS

In this Policy, where consistent with the context, the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine gender and each of the following words and expressions shall have the following meanings:

Accident: A sudden, unforeseen and fortuitous event, and exclude medical.

Age Last Birthday: An Insured Person's age at his/her last birthday.

Anesthetist: A Specialist trained in the field of anesthesia.

Annual Limit: The amount stated in the Schedule or Endorsement and is the maximum amount payable by Us under this Policy in respect of any one Insured Person during the Period of Insurance.

When the aggregate total Benefits paid under this Policy in any one Period of Insurance reaches the Annual Limit for any Insured Person, no further Benefits shall be payable in respect of that Insured Person for the remainder of that Period of Insurance.

Application: The forms completed by the Insured Persons to request for Coverage from Us and the information, documents and declarations provided by the Insured Persons in applying for this Policy, including any medical examination reports and forms, correspondence, representations and statements made by the Insured Persons and any supplementary questionnaires completed by the Insured Persons, all of which contain information which We rely on or have relied on in deciding whether or not to insure the respective Insured Persons.

Benefits: The amounts payable by Us in accordance with the terms and conditions of this Policy.

Cancer: A malignant tumor characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissue. This diagnosis

must be supported by histological evidence of malignancy and confirmed by an oncologist or pathologist.

Child: Your natural or step or legally adopted Child who is unmarried, unemployed and whose Age Last Birthday is from 15 days to 25 years old, provided that the Age Last Birthday of 19 to 25 years old shall be applicable to renewals only.

Clinic: An establishment duly constituted and licensed in the geographical area in which it is located as a center for medical Treatment of sick and injured persons, and which:

- a) provides facilities for diagnosis and Treatment of Illnesses and injuries;
- b) is supervised by a full-time staff of Physicians during its business hours; and
- c) is not a mental Hospital or institution, a place for custodial care or facility for alcoholics or drug addicts, a spa, or hydro Clinic or a nursing or rest or convalescent home or a home for the aged, or such similar establishments.

Congenital Conditions: A medical condition that is present at birth or is believed to have been present since birth, whether it is inherited or caused by an environmental factor.

Co-payment: the portion of the eligible medical Treatment expenses that the Insured Person must pay in addition to the annual deductible, if any, as stated on the Schedule.

Cover / Coverage: Insurance Cover in accordance with the terms of this Policy, as applicable to each Insured Person.

Covered Expenses: Expenses incurred for any Medically Necessary Treatment recommended by a Physician and provided to any Insured Person for any Illness or Injury during the Period of Insurance and which may be payable, in accordance with the terms and conditions of this Policy. Reimbursement of Covered Expenses shall include any goods and services tax and/or government tax that may be levied.

Daycare Treatment: Treatment at a Hospital where an Insured Person is admitted and occupies a bed due to day surgery, but does not remain overnight, excluding Kidney Dialysis and Cancer Treatment.

Day Surgery: Surgery on an Insured Person for the Treatment of an Illness or Injury and which is pre-planned and carried out by a Surgeon, at a Hospital or Clinic, but not on an Inpatient basis.

Deductible: The amount out of an eligible claim which has to be borne by the Insured Person before the relevant benefits are payable under this Policy.

Dentist: A person qualified as a dental practitioner (other than an Insured Person or a member of his Immediate Family or his business associates including any business partners, employers or employees) by a degree in dentistry and duly licensed and registered with the relevant statutory dental board or council to provide dental Treatment and who, in rendering dental Treatment, is practicing within the scope of his licensing and training in the geographical area of practice.

Dependants: Any of the following persons:

- a) Your Spouse;
- b) Your Child(ren).

Disability: Means an Illness or Injury, and any symptoms, sequelae, or complications arising from such illness or injury. In the case of Injury, it means all injuries arising from the same event of series of contiguous events.

Effective Date: The date on which Cover under this Policy for the respective Insured Persons becomes effective and which is stated on the Schedule or Endorsement, whichever is later.

Emergency Treatment: A sudden change in an Insured Person's health which requires immediate and urgent medical Treatment to avoid death or impairment to the Insured Person's immediate health.

Endorsement: A written statement or notice issued by us to confirm and record any amendments made to this Policy, including any change in the wording of or Cover offered under this Policy or qualification of wording if the Policy is accepted on restricted terms.

Full Coverage: Full Coverage is up to Annual Limit.

Geographical Area: The countries Covered within Worldwide Plan, International Plan and China Plan as stated in Your Schedule

High Cost Providers: The High cost Providers are listed on the Schedule. The expenses incurred in High Cost Providers are not covered unless otherwise stated and Covered in the Policy.

Home Country: means the country of which the Insured Person holds a passport. Where the Insured Person holds more than one passport the Home Country will be taken to mean the country whose passport number is listed on the application form. For a dependant child holding more than one passport, the Home Country will be taken to mean the Home Country of the Main Insured.

Hospital: An establishment duly constituted and licensed in the Geographical Area in which it is located as a medical and surgical Hospital for the care and Treatment of sick and injured persons as bed-paying patients, and which:

- a) provides facilities for diagnosis, Treatment and minor or major Surgery;
- b) is supervised by a full-time staff of Physicians at all times; and
- c) is not primarily a Clinic, a mental Hospital or institution, a place for custodial care or facility for alcoholics or drug addicts, a spa, or hydro Clinic or a nursing

or rest or convalescent home or a home for the aged, or such similar establishments.
A reference to a Hospital in this Policy shall be construed to refer to either a Public Hospital or Private Hospital.

Illness: A physical condition marked by a pathological deviation from the normal healthy state and contracted by an Insured Person.

Immediate Family: Any of the following people, related to an Insured Person by blood, marriage or adoption:

- a) parents and parents-in law;
- b) siblings and brothers-in-law and sisters-in-law;
- c) Spouse; and
- d) Children.

Injury: An external and visible bodily Injury sustained by an Insured Person and caused solely and directly by an Accident and **does not include any Illness or naturally occurring medical conditions or degenerative process.**

Inpatient: Admission and confinement of an Insured Person in a Hospital for Treatment of an Illness or Injury as a registered bed-paying patient for which the Hospital levies a daily room and board charge.

Insured Person(s): An eligible person who had completed or whose name is included on an Application Form for the Policy and who is named in the policy schedule.

Intensive Care Unit: A section within a Hospital which is designated as an Intensive Care Unit by the Hospital and which is operating on a twenty four (24) hour basis solely for the Treatment of patients in critical medical condition and which is equipped to provide specialized nursing and medical services not available elsewhere in the Hospital. This definition also includes a Coronary Care Unit which has facilities not less comprehensive than those described above.

Lifetime Limit: the maximum amount (if any) stated in the Schedule to be payable under this Policy during the lifetime of the Insured Person.

Main Insured: the Insured Person who is shown as the Main Insured in the Application form.

Medically Necessary: A Treatment, service, supply, or drug, is medically necessary if it is prescribed by a Physician and is appropriate and essential to diagnose or treat the patient's Illness or Injury;

- does not exceed, in scope, duration, or intensity, the level of care which is needed to provide safe, adequate, and appropriate diagnosis or Treatment;
- is consistent with widely accepted professional standards of medical practice in the jurisdiction where Treatment is rendered
- is not primarily for the personal comfort or convenience of the patient, the family, Physician, or other provider of care;
- is not a part of or associated with the scholastic education or vocational training of the patient;
- is not Experimental or Investigative
- in the case of Inpatient care, cannot be provided safely on an Outpatient basis

Oral Hygienist: A properly qualified employee of a Dentist who is licensed, if required, by the competent medical authorities of the country in which Treatment is provided to render services such as cleaning and anesthesia, and who is rendering such Treatment at the direction of, and under the direct supervision of, a licensed Dentist.

Outpatient: Refers to an Insured Person who receives Treatment at a recognized medical facility **excluding Inpatient Treatment, Day Surgery and Daycare Treatment.**

Period of Insurance: The period of Cover for the respective Insured Persons as shown in the latest Schedule or Endorsement.

Physician: A person qualified as a medical practitioner (other than an Insured Person or a member of his Immediate Family or his business associates including any business partners, employers or employees) by a medical degree in western medicine and duly licensed and registered with the relevant statutory medical board or council to provide medical Treatment and who, in rendering Treatment, is practicing within the scope of his licensing and training in the geographical area of practice.

A reference to a "Physician" in this Policy shall be construed to mean, wherever appropriate, a General Practitioner and/or a Specialist.

Policy: Means the contract between You and Us, to provide Cover in accordance with the Schedule, General Conditions, Description of Benefits, Exclusions contained within Your Policy documents.

Policyholder: Refers to the party who pays the premium for the Policy.

Pre-existing Condition: An Injury or an Illness which, prior to the date on which an Insured Person is first Covered under the Policy:

- a) existed (or symptoms or manifestations of which existed) with respect to an Insured Person based on normal medically accepted pathological development of the Injury or Illness; or
 - b) the Insured Person was aware or should reasonably have been aware;
- irrespective of whether Treatment was actually received.

Pre-authorized, Pre-authorization: A process through which an Insured Person seeks approval from Us prior to undertaking Treatment or incurring costs.
Pre-authorization may be revoked if new information subsequently negates a claim.

Prescription Drugs: Prescription Drugs are medications which are prescribed by a Physician and which would not be available without such prescription.

Psychiatric: Means that which affects the mind, emotions or mental function of a person whether it is organic, traumatic or reactive in origin.

Psychiatric Treatment: Treatment by a Psychiatrist for a condition certified by the Psychiatrist to be a medically recognised mental illness.

Psychiatrist: A Physician who has experience in the diagnosis and treatment of mental illnesses and holds a recognised degree in psychiatry or other equivalent qualification.

Reasonable and Customary Charges: Charges for medical Treatment which do not exceed the general level of fees or charges made by others of similar professional standing in the same locality where the charges are incurred, when furnishing like or comparable Treatment, services or supplies for a similar Illness or Injury and which in accordance with accepted medical standards, could not have been omitted without adversely affecting the Insured Person's medical condition. We may proportionately reduce any claim to reflect what would have been reasonably incurred, based on the professional opinion of our Physician.

Registered Nurse: A person qualified as a nurse (other than an Insured Person or a member of his Immediate Family or his business associates including any business partners, employers or employees) by a nursing qualification and duly licensed and registered with the relevant statutory nursing board or council to provide nursing services and who, in rendering such services, is practicing within the scope of his licensing and training in the geographical area of practice.

Schedule: Any Schedule to this Policy containing Your particulars and those of the Insured Persons, the Benefits payable under this Policy, the respective limits for each Benefit including the Annual Limit, premiums payable and any other details and/or features of this Policy, as may be applicable.

Spouse: Your husband or wife under a marriage recognized by law and whose Age Last Birthday is from 18 to 74 years old

Standard Private Room: The standard accommodation covered under this Policy shall mean the grade or class of room (offering, where available, a private room with single occupancy as a minimum) for which the Hospital levies the lowest charges for room and board.

Surgeon: A Specialist who is qualified to perform Surgery.

Surgery: A medical Treatment of surgical intervention.

Traditional Chinese Medical Practitioner: A person qualified as a traditional Chinese medicine practitioner (other than an Insured Person or a member of his Immediate Family or his business associates including any business partners, employers or employees) engaged in the practice of traditional Chinese medicine, and who is duly licensed and registered with the relevant statutory Traditional Chinese Medical Practitioners board or council to practice traditional Chinese medicine and who in rendering Treatment, is practicing within the scope of his licensing and training in the geographical area of his practice. This shall include Chinese Herbalist, Bonesetter and Acupuncturist.

Treatment: means any surgical or medical services (including diagnostic tests) that are needed to diagnose, relieve, or cure a medical condition.

Usual Country of Residence: means the country in which the Insured Person works and lives for the majority of the year. For Insured who travels a majority of the year, it means the country in which the Insured Person maintains his primary residence or in which the Insured Person's last fixed residence was located.

Venereal Disease: means an Illness which has been transmitted by sexual contact, or any of the following Illnesses whether sexually transmitted or not: syphilis, gonorrhoea, venereal warts including genital HPV (human papillomavirus), genital herpes, granuloma inguinale, chancroid, trichomonas, pubic lice (phthirus pubis) infestation, and chlamydia.

The Company, We (Our/ Us), The Insurer: Wintherthur Insurance (Asia) Ltd. Shanghai Branch

You (Your): The party named in the Schedule as the owner, Policyholder, Insured Person(s) of this Policy

(B) General Conditions:

1. Persons Eligible

- a) Cover under this Policy shall be subject to the fulfillment of all of the following eligibility requirements by the Insured Persons:
 - (i) Satisfy the entry age
 - You and Your Spouse are from 18 to 74 years old (Age Last Birthday);
 - Your Child is from 15 days to 18 years old (Age Last Birthday); and
 - (ii) Residents in Shanghai include all Shanghai citizens and permanent residents of Shanghai as well as expatriates or foreigners who are holding valid employment pass, student pass, dependant pass or work permit.
 - (iii) Expatriates or foreigners must provide a bona-fide residential address in Shanghai.
 - (iv) Are insurable in accordance with Our terms and standards of acceptance; and
 - (v) You pay the applicable premiums.
- b) Subject to Our approval, Cover for Your Children may be renewed up to age 25 (Age Last Birthday) provided that they are unmarried, unemployed and are full-time students.

No person shall be included for Coverage under this Policy who has not yet attained the age of 15 days or who has reached the age of 74 years (Age Last Birthday).

2. Paying Your Premium

The Policy is an annual contract and premiums are payable yearly in advance.

Premiums are payable in **Chinese RMB** or **US dollars** depending on Your nationality, Your selected Geographical Area and relevant regulations.

The Policy will be denominated in the currency in which the premiums are paid. Premiums are based on rates applicable to each Insured Person's attained age at the commencement of the relevant Policy year.

With the exception of regulation governing foreign currency payment, the total premium due must be paid and actually received in full by Us (or the intermediary through whom this Policy was effected) on or before the Effective Date ("the Effective Date") of the Coverage under the Policy, Renewal Certificate, Cover Note or Endorsement.

In the event that the total premium due is not paid and actually received in full by Us (or the intermediary through whom this Policy was effected) on or before the Effective Date referred to above, then the Policy and Endorsement shall be deemed to be cancelled immediately and no Benefits whatsoever shall be payable by Us. Any payment received thereafter shall be of no effect whatsoever on the cancellation of the Policy, Renewal Certificate, Cover Note and Endorsement.

3. *Further Conditions Concerning Cover*

If an Insured Person is confined in a Hospital on the date when his Cover would otherwise become effective, such Cover shall not become effective until the date following his discharge from the Hospital as stated on an Endorsement.

4. *Geographical Area*

a) We offer three Geographical Areas of Coverage: Worldwide, International, and China. Your Schedule will state Your chosen Geographical Area of Coverage. **No Benefits will be paid should you seek treatment out of the Geographical Area of Coverage with exception of the Benefits stated under Section C Part 5 (Outpatient Emergency Dental Treatment), Part 6 (Outpatient Emergency Treatment) and Part 8 (Emergency Assistance Service and Benefits).**

i) **Worldwide Plan**

Worldwide Plan has no geographic restrictions and provides medical Treatment in any country in the world.

ii) **International Plan**

International Plan provides for medical Treatment throughout the world, with exception of the United States.

iii) **China Plan**

China Plan provides for medical Treatment in People's Republic of China (excluding Hong Kong, Taiwan, and Macau)

b) The benefits stated under Section C Part 1 (Hospitalization benefit) of this Policy apply to an Insured Person within the Geographical Area of Coverage. While outside the Geographical Area of Coverage, the benefits only apply to Emergency Treatment of an Insured Person or treatment for Injury or unforeseen Illness, subject always to the limits specified in the Schedule of this Policy

c) The Dependants must be Covered in an equivalent or lower area of Coverage as the Main Insured.

5. *Additions*

a) Provided that Your Dependants satisfy the eligibility requirements set out in Section B (1) above, they may be included as Insured Persons under this Policy.

b) You must:

- (i) provide written request of such inclusion of Your Dependants and provide all necessary information in the form prescribed by Us;
- (ii) pay any additional premiums.

Subject to Section B (4) above, Cover for Your Dependants will only commence on the Effective Date

6. *Policy Plan Upgrading/Downgrading*

Upon Your written request, We may agree to a change in Policy Coverage, but any such change to Your Policy, as agreed by Us, shall be applicable only at the next renewal of the Policy and You have paid any additional premiums as may be applicable.

For any Illness or Injury occurring, contracted or sustained during the period of twelve (12) months after the Effective Date of the upgrading, We shall not be liable beyond the limits applicable for the immediately preceding Period of Insurance, if such Illness or Injury directly or indirectly arises or results from a condition or Accident contracted occurring or sustained during the preceding periods of insurance.

For any Illness or Injury occurring, contracted or sustained at any time on or after the Effective Date of a downgrading, notwithstanding that such Illness or Injury may be a direct or indirect result of a condition or Accident occurring, contracted or sustained during the preceding periods of insurance, Our liabilities shall be restricted to the limits applicable to the downgrading.

7. *Policy Renewal/ Renewal Premium*

a) This is a yearly renewable Policy. On or before the expiry of Your Policy, and subject to Our acceptance, You may renew this Policy by paying the premium applicable at the time of renewal. This shall not apply in the event that the Policy expires, or is terminated or cancelled in accordance with the terms of this Policy and You should subsequently wish to reapply for insurance Cover under this Policy.

b) Premium rates are not guaranteed and the premium payable at renewal shall be determined at each renewal based on the Insured Persons' attained age, the premium rates then in effect, and any other factors which may materially affect the risks insured.

c) If any Child insured under Your Policy marries, reaches the age of 18 years, ceases being in full time education or if they are in continuous full time education but have reached the age of 25 at Your renewal date they will no longer be eligible for Cover under Your Policy.

They can apply to have their own Policy by completing a SmartCare Elite Application Form. Provided there is no break in their insurance Cover their Pre-existing Condition will remain the same as the date on which they joined Your Policy. Their Application will be subject to the definitions, benefits, terms and conditions in force at the time of their transfer.

8. *Automatic Termination*

a) Cover under this Policy for the respective Insured Person shall automatically terminate on the earliest occurrence of any of the following events:

- (i) the date the Policy is terminated;
- (ii) the date the Insured Person's Coverage is terminated;

- (iii) when the applicable premiums are not paid in accordance with the terms of the Policy;
- (iv) death of such Insured Person;
- (v) upon such Insured Person ceasing to satisfy any of the eligibility requirements set out in this Policy

Provided that an Insured Person satisfies the age eligibility requirement at the Effective Date, his/her Cover shall not automatically terminate when he/she attains a higher age during that Period of Insurance.

- b) Termination of Your Cover shall automatically terminate Cover for all of Your Dependants as well.

9. Cancellation / Termination of Cover

- a) You have the right to cancel this Policy at any time by giving 14 days' written notice to Us. Provided that no claims have been made during the Period of Insurance, Premiums will be refunded subject to the "Premium Refund table" below in the currency in which the premiums were paid. No premium refund if any claim has been made during the period of insurance.

Passed Insured Period	Refund on Premium paid
Not exceeding 2 months	60%
Not exceeding 3 months	50%
Not exceeding 4 months	40%
Not exceeding 6 months	25%
More than 6 months	NIL

- b) You have the right to terminate Cover for any Insured Person at any time by giving Us 14 days' written notice, and upon such termination, Premiums will be refunded for that Insured Person provided that no claims have been made during the Period of Insurance and subject to the "Premium Refund table" below, in the currency in which the premiums were paid No premium refund if any claim has been made during the period of insurance.

Passed Insured Period	Refund on Premium paid
Not exceeding 2 months	60%
Not exceeding 3 months	50%
Not exceeding 4 months	40%
Not exceeding 6 months	25%
More than 6 months	NIL

- c) We have the right to terminate this Policy at any time by giving You at least thirty (30) days' written notice of such termination and upon such termination You will be granted a pro-rated refund (as the formula stated below) of the total premium paid corresponding to the unexpired Period of Insurance provided that no claims have been made during the Period of Insurance. Refund is calculated as follows: Premium paid*(Insured Period-Passed Insured Period)/Insured Period. No premium refund if any claim has been made during the period of insurance.

10. Determination of Premiums

For the purposes of determining premiums payable, an Insured Person's age shall be deemed to be his/her Age Last Birthday, and any premium tables or other material We provide in this connection shall be read accordingly.

11. Change in Premium Terms

The Company is authorized to apply any change in premiums to all current insurance contracts. We will review premiums each year to account for a range of statistical factors. We will inform Policyholders in writing, at least 30 days before the date of renewal. .

12. Payment of Benefits

We shall pay all Benefits to You or Your estate (in the event of Your death). You or Your estate's receipt of any Benefit payable under this Policy shall in all cases be deemed full and final discharge of all claims, demands, liabilities and damages whatsoever. We may, at Our sole discretion, pay the Benefits to an Insured Person unless You request otherwise in writing.

We may appoint independent administrators to settle claims on Our behalf.

Notwithstanding the generality of the foregoing, indemnities under Benefits Part 8- EMERGENCY ASSISTANCE SERVICE AND BENEFITS shall be payable directly to the emergency assistance center appointed by Us. Except Benefits Part 8, We may directly pay the Covered Expenses to medical service providers with direct settlement facility. The emergency assistance center and medical service providers' receipt of such Benefits payable under this Policy shall in all cases be deemed full and final discharge of such claims, demands, liabilities and damages whatsoever.

13. Co-Payment/Deductible

You may need to pay a portion of any claims payable pursuant to the Deductible and/or Co-payment features of this Policy, the amount of such Deductible and/or the percentage of such Co-payment shall be specified in the Schedule or Endorsement.

14. Obligations of The Insurer

- a) The Insurer shall promptly issue an insurance policy or other insurance certificate to the policyholder after an insurance contract is concluded.
- b) If the insurer deems that the relevant evidence or materials are incomplete, the insurer shall, by one notification, notify the policyholder and the insured to provide supplementary evidence or materials.
- c) The insurer shall, after receiving any claim for payment of insurance benefit from the policyholder, promptly carry out the review of such claim; where the circumstances are complicated, the result of the review shall be made within 30 days, unless otherwise stipulated in the insurance contract. The insurer shall inform the policyholder of the result. Where insurance liability exists, the insurer shall perform its obligation to make payment of indemnity within 10 days after reaching an agreement with the insured for such payment. Where the insurance contract itself makes stipulation regarding the deadline for payment of indemnity or insurance benefit, payment shall be made according to such agreement. After performing the review according to the stipulations, and if it is beyond the scope of the insurance liability, the insurer shall issue a written notice of rejection of insurance benefit to the insured and explain the reason

thereof.

- d) If the amount of insurance benefits to be paid can't be determined within 60 days after the insurer receives a claim for insurance benefit along with the relevant evidence and material, an advance payment of the amount that can be determined according to the evidence and material at hand shall be made and the balance shall be paid once the total amount of insurance benefit has been determined.

15. *Obligations of The Policyholder and The Insureds*

- a) Once an insurance contract is concluded, the applicant shall pay the premium in accordance with the agreement.
- b) When concluding an insurance contract, if the insurer inquires about the relevant circumstances of the insured subject matter or the insured, the policyholder shall give truthful disclosure. **In the event that the policyholder deliberately or due to significant negligence, fails to perform the obligation of truthful disclosure as prescribed in the paragraph so as to materially influence and alter the insurer's decision as to whether or not to provide the corresponding insurance coverage or to increase the premiums rate, the insurer shall have the right to rescind the corresponding insurance contract.**
In the event that the policyholder deliberately fails to perform his obligation of truthful disclosure, the insurer shall not be liable to indemnify or pay the insurance benefit or refund the premium for the insured event occurring prior to the rescission of the insurance contract.
In the event that the policyholder fails to perform his obligation of truthful disclosure due to significant negligence, which has significant relevant bearing on the occurrence of an insured event, the insurer shall not be liable to indemnify or pay the insurance benefit for such insured event occurring prior to the rescission of this contract, but shall refund the premium.
- c) The policyholder, the insured or the beneficiary shall notify the insurer as soon as they respectively become aware of the occurrence of the insured event. **Where they deliberately or due to significant negligence, fail to inform the insurer in time and thus make it difficult to determine the nature, cause and degree of damage and other circumstances of the insured event, the insurer shall not be liable to indemnify or pay the insurance benefits for the portion that can't be determined, unless the insurer is aware of or ought to be aware of the occurrence of such insured event in due time through other ways.** The agreement above does not include the delays caused by force majeure.

16. *Changes in Circumstances*

The Policyholder must inform Us immediately in writing of any changes that may affect the risk, Cover or eligibility of an Insured Person. By changes We mean:

- a) change of Insured Person's occupation/business
- b) change of Policyholder's or Insured Person's address. The insurer may send some necessary notice according to the latest existing address if the policyholder does not inform in time. It is deemed to have sent to the policyholder.
- c) change of Usual Country of Residence
- d) change of Insured Person's name
- e) change of Policyholder

17. *Change of Residence*

As a condition precedent to liability under the Policy, the Company must be informed immediately in writing of any change in the Insured Person's Usual Country of Residence. A change in the Usual Country of Residence shall be deemed to mean the Insured Person's ceasing to maintain a residence in his current Usual Country of Residence or establishing or intending to establish a residence in another country for a period in excess of three consecutive months.

The Company must be informed of the location of any Dependants whose Usual Country of Residence is different from that declared for the Insured Person in the Application form, and the Company reserves the right to revise the premium or to decline to cover such Dependants under the Policy. The Company reserves the right to revise Your premium or to decline to offer renewal to any member whose Usual Country of Residence has changed during the Policy year.

18. *Determination of Age and handling of Misstatement of Age*

The age of an Insured Person shall be the age registered on his or her legitimate credential. You shall state the age of the Insured Person's last birthday.

If the age of any Insured Person has been misstated and the premium paid as a result is insufficient, any claim payable under this Policy shall be pro-rated based on the ratio of the actual premium paid to the correct premium which should have been charged for the Period of Insurance. Any excess premium that may have been paid as a result of any misstatement of age shall be refunded without interest. If at the correct age an Insured Person would not have been eligible for Cover under this Policy, no Benefit shall be payable, and Our liability shall be limited to the refund of the premium paid without interest.

19. *Expenses Covered by Other Sources*

The Benefits of this Policy are payable on a reimbursement and indemnity basis. If You or any Insured Person recovers all or part of claimed expenses from any other source, or if there is in place any other insurance against the events Covered, We will only be liable for the excess of the amount recovered from such other source or insurance.

In the event that an Insured Person is Covered under any occupational insurance, he/she shall claim under such insurance first, before claiming against this Policy.

In any event, We shall be liable only for any difference between the amount recovered or recoverable from such insurance and Your Covered expenses, subject to the limits and terms and conditions of this Policy.

20. *Right of Recovery*

In the event that payment is authorized and/or made by Us for expenses that are not Covered under this Policy, We shall be entitled to recover all sums in respect of any liabilities incurred by Us.

21. *Applicable Law/ Jurisdiction*

The formation of this Contract, its validity, interpretation, execution and settlement of disputes in connection herewith shall be governed by the laws of People's Republic of China,.

Any dispute between the Insured(s) and the Insurer arising from or in connection with this Policy shall be settled through friendly negotiations. Where the two parties fail to reach an agreement after negotiation, such dispute shall be submitted to the one of the following entities.

- (1) China International Economic and Trade Arbitration Commission, Shanghai Commission for arbitration which shall be conducted in accordance with the

Commission's arbitration rules in effect at the time of applying for arbitration provided that such arbitration shall be governed by the law of China. The arbitral award is final and binding upon both parties; or

(2) Courts having jurisdiction for judgment.

The dispute resolution shall be settled and agreed between Insured(s) and the Insurer when the insurance contract is executed. The second one is the implied dispute resolution unless there is a different agreement between Insured(s) and the Insurer

The limitation of action for the insured or the beneficiary to claim for indemnity or insurance benefit against the insurer shall be 2 years, which commences from the date the insured or the beneficiary is aware of or ought to be aware of the occurrence of the insured event.

22. Non-Assignments

This Policy is not assignable. We shall not be affected by notice of any trust, charge, lien, assignment or other dealing with this Policy.

23. Claim Procedures

You must comply with the following stipulated time limits and procedures before any Benefits are payable under this Policy:

- a) Written notice shall be given to Us as soon as possible and in any event, within thirty (30) days after the occurrence of any event, which may give rise to a claim under this Policy.
- b) A claim form obtainable from Us upon request and all necessary supporting evidence of the occurrence, nature and extent of loss shall then be submitted to Us within sixty (60) days after the occurrence of the event giving rise to a claim under this Policy. All certificates, receipts, information and evidence required by Us shall be Provided by You in the form prescribed by Us and at no cost to Us
- c) We shall have the right and the opportunity through Our medical representatives to examine any Insured Person whenever and as often as may be reasonably required during Our assessment of any claim. In addition, We shall have the right to require an autopsy in the case of death, where this is not forbidden by law or such religious beliefs that are recognized by the law. We will bear the expenses incurred in such examinations, unless We deny Your claim, in which case We shall be entitled to recover all the expenses so incurred from You.

24. Alterations

We reserve the right to vary the Benefits, Cover and amend the terms and conditions of this Policy. We will inform You of the intended amendment at least thirty (30) days prior to the renewal. Unless specifically mentioned, such amendment shall not affect any special conditions or Endorsements applicable at the time of commencement of Cover. No alteration to this Policy shall be valid unless approved in writing by Our authorised representative and reflected in an Endorsement. No broker or agent has the authority to amend or to waive any of the terms and conditions of this Policy.

25. Currency Exchange Rates

Payment of all claims and Benefits will be made in US dollars or Chinese RMB, whichever is the currency in that premium is paid. Charges incurred in any other currency shall be payable in Chinese RMB or US dollars, whichever is the currency in that premium is paid, on the basis of the exchange rate in effect on the date such charges were incurred as stipulated by Us.

26. Clerical Error

A clerical error by Us shall not invalidate insurance Cover otherwise validly in force, nor continue insurance Cover otherwise not validly in force.

27. In the Event of Fraud

In the event that the insured fraudulently reports that an insured event has occurred when no such event has actually occurred, and therefore submits a claim for indemnity or insurance benefit, we shall have the right to rescind the insurance contract without giving any refund of previously collected premiums.

In the event that the policyholder and the insured deliberately cause an insured event to occur, we shall have the right to rescind the insurance contract and shall not be liable for the payment of indemnity or insurance benefit, nor shall the insurer be liable to refund the premium previously collected.

In the event that the policyholder, the insured, following the occurrence of an insured event, forges or alters relevant evidence, material or other proof to fabricate a false cause for such event or exaggerate the degree of damage, we shall bear no obligation to pay indemnity or insurance benefit for the portion of the claim that is falsely reported.

In the event that the policyholder, the insured has undertaken any of the actions described in the previous three paragraphs, which results in our payment of insurance benefit or expense, the said policyholder, insured or beneficiary shall refund such payment or compensate us.

(C) DESCRIPTION OF BENEFITS

Important Notice

1. The Benefits described below may be subject to maximum Annual Limits, Lifetime Limits, Co-payment and/or a deductible. Please check the Schedule for details. Subject to the terms, conditions, and definitions of the Policy, and in accordance with the limits and percentages stated hereunder, the following Benefits shall be paid for Reasonable and Customary Charges necessarily incurred by an Insured Person.
2. If an Insured Person incurs Covered expenses during the Period of Insurance, We will pay the Benefits below in accordance with the Schedule or any Endorsements. If an event Covered under this Policy occurs during the Period of Insurance, but continues or extends beyond such Period of Insurance, We will only pay the Benefits applicable to that Insured Person in respect of the relevant Period of Insurance where such event first occurred. **Additionally, under no circumstances shall any Benefits be payable for expenses incurred after termination or cancellation of the Policy, or of Coverage for such Insured Person, whether or not such expenses were due to Illness or Injury occurring before the termination or cancellation.**
3. Unless otherwise provided, this Policy is issued for a period of one year. If the Period of Insurance stipulated in the latest Schedule or Endorsement is less than one year, the Benefits payable under this Policy shall be pro-rated accordingly.

■ Reimbursement and Indemnity Basis

We will pay the Benefits to the respective limits (as specified in the Schedule or Endorsement), in the following manner:

The Covered Expenses actually incurred by an Insured Person; or

Reasonable and Customary Charges;

whichever is lower, provided that all Benefits payable under this Policy (with the exception of Part 8) shall be always subject to the maximum Annual Limits in respect of any one Period of Insurance for each Insured Person.

Part I. Hospitalization Benefits

The following Benefits item 1 -14 are subject to an Insured Person contracting an Illness or sustaining an Injury, and as a result of which requires either:

- a) Confinement in a Hospital as an Inpatient; or
- b) Day Surgery / Daycare Treatment.

For the avoidance of doubt, some Benefits shall be applicable and payable only if the Insured Person is confined in a Hospital as an Inpatient.

1. Daily Hospital Room and Board

- Charges for room accommodation, meals and general nursing services for a Standard Private Hospital Room.
- Personal care items purchased during a Hospital stay are not Covered

2. Intensive Care Unit

Reimbursement of charges incurred during confinement as an Inpatient in the Intensive Care Unit of the Hospital including a high dependency unit or coronary care unit or such other similar care units or sections in a Hospital.

3. Hospital Miscellaneous Expenses

a) Prescription Drugs

Charges for medicines or drugs prescribed by a Physician which are Medically Necessary, but excluding charges for medicines or drugs prescribed for use beyond one hundred and twenty (120) days after the date of the last discharge from the Hospital or the date of the Day Surgery for which the Insured Person had been receiving Treatment in respect to such Illness or Injury.

b) Inpatient Diagnostic Procedures

Charges for Inpatient diagnostic procedures those are Medically Necessary, arising out of or in connection to an Illness or Injury.

c) Nursing, Theatre Consumables and Other Ancillary Charges

Charges for nursing and medically necessary ancillary services and consumable items.

d) Operating Theatre Charges

Charges for usage of an operating theatre necessary for Surgery or Day Surgery

4. Inpatient Physiotherapy

Charges for Inpatient physiotherapy that are Medically Necessary, arising out of or in connection to an Illness or Injury.

5. Ambulance Services

Charges for Medically Necessary ambulance service to and/or from the Hospital provided that the Insured Person is admitted as an Inpatient for Treatment of an Illness or Injury.

6. Surgeon's Fees

Fees for Surgery or Day Surgery, provided that such Surgery or Day Surgery was performed by a Surgeon including charges for surgical appliances, blood and plasma, surgical implants and Surgeon's pre-operative consultation, post-operative, and outpatient follow-up consultations

7. Anesthetist's Fees

Fees for the supply and administration of anesthesia by an Anesthetist for a Surgery or Day Surgery.

8. Inpatient Physician's Visit

Fees charged by attending Physicians for daily bedside visits to the Insured Person after Inpatient Treatment, subject to one (1) visit by each Physician per day.

9. Home Nursing

Charges incurred up to a maximum of ninety (90) days for the nursing services of a Registered Nurse attending to an Insured Person, provided that such home attendance:

- 1) is prescribed by a Physician for medical reasons;
- 2) is necessary as without which the Insured Person would require confinement in a Hospital as an Inpatient;
- 3) is carried out in the Insured Person's own home; and
- 4) immediately follows the date of discharge of the Insured Person as an Inpatient from Hospital.

10. Immediate Family accommodation

Accommodation charges incurred for an added bed in the same room for each night at a Hospital, incurred by one (1) Immediate Family of an Insured Person, provided that:

- 1) such Insured Person is under 12 years of age/or above 60 years of age at the commencement of the confinement in the Hospital as an Inpatient;
- 2) the Insured Person was receiving Treatment for Illness or Injury as an Inpatient at a Hospital, and such Inpatient confinement is for a period of six (6) days or more in accordance with his Coverage under this Policy; and
- 3) the treating Physician has advised in writing that an Immediate Family member should remain with the Insured Person

11. Pre-Hospitalization or Pre-Day Surgery Specialist's Consultation

Charges for consultation (including medication) with a Physician within ninety (90) days prior to an Inpatient Treatment or Day Surgery.

12. Pre-Hospitalization or Pre-Day Surgery Diagnostic Services

Charges for diagnostic procedures and laboratory examinations, which are recommended in writing by a Physician, within ninety (90) days prior to an Inpatient Treatment or Day Surgery.

13. Post-Hospitalization or Post-Day Surgery Treatment

Charges incurred in follow-up Treatment, after Inpatient Treatment or Day Surgery, by the attending Physician, within ninety (90) days immediately following the date of the last discharge from Hospital for which the Insured Person was confined as an Inpatient or the date of the Day Surgery, as a result of an Illness or Injury, excluding charges for medicines or drugs prescribed for use beyond one hundred and twenty (120) days after such discharge.

14. Inpatient Psychiatric Treatment

- a) Charges incurred for Psychiatric Treatment by a Psychiatrist upon being admitted to a mental institution as an Inpatient.
- b) Up to max number of days per year as stated in Your Schedule after twelve (12) months continuous Cover under the plan.
- c) Up to Lifetime Limit as stated in Your Schedule for Inpatient Treatment at a mental institution. Once the Lifetime Limit is exhausted, We shall not be liable for any expenses arising from such Psychiatric Treatment.
- d) Not Covered for Treatment which arises from or is directly or indirectly caused by a deliberately self-inflicted Injury or an attempt at suicide
- e) Not Covered for Treatment which arises from or is in any way connected with, alcohol abuse, drug abuse or substance abuse.

This benefit depends on the Plan you choose.

- a) China Platinum and Diamond Plans exclude all treatments and charges received from Inpatient Psychiatric Treatment. No benefits will be paid should you seek Inpatient Psychiatric Treatment.
- b) Inpatient Psychiatric Treatment is covered under International Platinum, Diamond and Worldwide Diamond Plans.

Part 2: Major Organ Transplant

Charges for the transplantation of the major organs of the kidneys, heart, liver, lung or bone marrow by Surgery from a human donor to an Insured Person, excluding the costs of acquisition of the organ (including but not limited to, transportation costs) or any expenses incurred by the donor, in the event that an Insured Person shall contract an Illness or sustain an Injury and requires major organ transplantation.

Part 3: Artificial Prosthesis

Reimbursement of Reasonable and Customary Charges incurred by an Insured Person for any lens, prostheses, braces (excluding braces for teeth), pacemakers, artificial limbs or similar orthopedic appliances and implants, provided that they are surgically implanted, and certified to be Medically Necessary and not implanted for cosmetic reasons.

Part 4: Cancer Treatment /Outpatient Kidney Dialysis

Up to the Annual Limit and Lifetime Limit as stated in Your Schedule. Once the Lifetime Limit is exhausted, We shall not be liable for any expenses under this benefit.

a) Cancer Treatment

Charges for out-patient treatment and hospitalization treatment of an Insured Person for Cancer at a legally registered Cancer Treatment centre.

b) Outpatient Kidney Dialysis

Charges for Medically Necessary Kidney Dialysis of an Insured Person as recommended by a Physician. The following are excluded under this Outpatient Kidney Dialysis benefit:

- 1) Complications that arise out of or in connection to Kidney Dialysis; and
- 2) Costs for the acquisition of any device, apparatus, appliance, machine and equipment for Kidney Dialysis. Without prejudice to the foregoing, We do not Cover the costs of acquisition of a cyclor device or such similar equipment for peritoneal dialysis.

For such purposes, "Kidney Dialysis" shall mean dialysis Treatment by either:

- 1) haemodialysis (where waste products and excess water from the blood is removed by rerouting the blood out of the body through a machine) that is carried out at a legally registered dialysis centre; or
- 2) peritoneal dialysis (where a dialysis solution is passed through the Insured Person's abdomen to drain waste products and excess water from the blood through the peritoneum membrane lining).

Part 5: Outpatient Accidental Emergency Dental Treatment

1. Charges for Medically Necessary Emergency Dental Treatment of an Insured Person by a Dentist within twenty four (24) hours following the date of an Accident in the event that the Insured Person shall suffer injuries or damage to his natural teeth and/or gums as a result of an Accident.
2. Charges for follow-up Treatment by the same Dentist up to thirty (30) days from the date of the Accident, including any charges for medication prescribed on a written basis by the attending Dentist.

Part 6: Outpatient Accidental Emergency Treatment

1. Charges for Emergency Treatment of an Insured Person for an Injury and such Emergency Treatment were performed by a Physician within twenty four (24) hours following the date of an Accident.
2. Charges for follow-up Treatment by the same Physician up to thirty (30) days from the date of the Accident, including any charges for medication prescribed on a written basis by the attending Physician for that same Treatment or consultation.

Part 7: High Cost Providers

The usage of high cost providers depends on the Plan you choose.

- c) China Platinum and International Platinum Plans exclude all treatments and charges received from high cost providers. No benefits will be paid should you seek treatment at high cost providers.
- d) China Diamond, International Diamond and Worldwide Diamond Plans have no restrictions on the usage of high cost providers.

Part 8: Emergency Assistance Service and Benefits

The following benefits are provided to an Insured Person by AXA Assistance, an emergency assistance centre appointed by Us. We shall pay directly to AXA Assistance the expenses specified below, up to the Annual Limits stated on the Schedule or Endorsement.

If the Insured Person shall suffer serious Injury or sudden Illness or is in need of medical, emergency assistance while arising out of and in the course of his or her journey, provided that the trip is not undertaken:

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

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

1. Emergency Medical Attention, Telephone Medical Advice, Evaluation and Referral Appointment

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

2. Emergency Medical Evacuation

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

- The transfer of the Insured Person into one of the nearest Hospital and,
- If necessary, on medical grounds.
- a) The transfer of the Insured Person with necessary medical supervision by any means (including but not limited to air ambulance, Scheduled commercial flight, and road ambulance) to a Hospital more appropriately equipped for the particular Bodily Injury or sudden Illness, or
- b) The direct repatriation, including road ambulance transfers to and from the airports, of the Insured Person with necessary medical supervision by Scheduled airline to an appropriate Hospital or other health care facility near his or her permanent residence, if his or her medical condition permits such repatriation. The medical team and attending Physician will determine the necessary arrangements according to the circumstances.

3. Repatriation After Treatment

Following the Medical Evacuation in Section 8.2 above and if Medically Necessary, AXA Assistance will arrange and pay for the repatriation of the Insured Person to the medical facility in the People's Republic of China or his/her home country/Usual Country of Residence by Scheduled airline flight or any other appropriate means of transportation on economy class, including any supplementary cost of transportation to and from the airport, if his or her original ticket is not valid for the purpose, provided that the Insured Person shall surrender any unused portion of his or her ticket to AXA Assistance. Any decision on the repatriation of the Insured Person shall be made jointly and exclusively by both the attending Physician and AXA Assistance's Alarm Center under constant medical supervision.

4. Repatriation of Mortal Remains/Ashes

Upon the death of an Insured Person, AXA Assistance will make all the necessary arrangements (including any steps or arrangements necessary to meet local formalities) and pay for (i) the repatriation of the Insured Person's body or ashes to the People's Republic of China or the Insured Person's Home country/ Usual Country of Residence or (ii) at the request of the Insured Person's heirs or representative, the local burial of the Insured Person, provided that AXA Assistance's financial responsibility for such local burial shall be limited to the equivalent of the cost of repatriation of mortal remains as provided in this benefit. The cost of coffin is excluded.

Important Notes: overseas evacuation or repatriation service will not be available for moving You from a ship, oil-rig platform or similar off-shore location. You have to follow the service standards regulated by this Policy and responsible for any extra charges not Covered by this Policy

(D) POLICY EXCLUSIONS

No Benefits shall be payable under this Policy for any one of the following occurrences and any events and medical conditions arising from such occurrences (whether directly or indirectly, partially or wholly):

1. Any period of Hospital confinement unless the entire confinement and all the special Hospital services so rendered and performed had been recommended and approved by a Physician and in accordance with the diagnosis and Treatment of the Illness or Injury for which the Hospital confinement was required.
2. All Pre-existing Conditions or any related, associated or consequential Disabilities, unless declared by the Insured Person in the Application form and specifically accepted by Us during underwriting stage and endorsed on the policy.
3. Hospitalization or Outpatient primarily for diagnosis, x-ray examinations, or for general physical or medical check up, routine physical examinations, health check-ups or any other tests, where there is no objective indication of impairment of normal health or any Treatment of a

preventive nature without medically necessary including vaccinations, acupuncture, or any treatment which is not medically necessary. Otherwise stated and covered in the Policy.

4. Charges for telephone, television, radio, newspaper, guests' meals and other ineligible non-medical items whilst confined as an Inpatient or for Day Surgery or Daycare Treatment.
5. Outpatient Treatment, dental care and its related Treatment except as specifically Covered under this Policy.
6. Pregnancy, Childbirth, abortion, miscarriage, infertility and all complications arising therefrom unless otherwise stated and Covered in the Policy.
7. Birth control measures, assisted reproduction, sterilization (or its reversal) or any events arising out of or in connection thereto.
8. Circumcision, impotence or any consequence of it.
9. Sickness or disease directly or indirectly arising from Venereal Disease, Acquired Immune Deficiency Syndrome (AIDS), any AIDS related condition, or infection by Human Immune-Deficiency Virus (HIV).
10. Sex change.
11. Costs arise under any legislation or Covered under any corresponding insurance relating to occupational death, Injury, or Illness.
12. Congenital Conditions and any physical birth defects arising out of or resulting therefrom.
13. Non-Hospital nursing care or ambulatory care, rest cures or sanatoria care, Treatment arising from any geriatric, psycho-geriatric or psychological, emotional, mental or Psychiatric conditions, mental disorder and alcoholism or substance abuse, unless otherwise stated and Covered in the Policy
14. Suicide or attempted suicide, self-inflicted injuries or any attempt thereat whether sane or insane. A result of the insured persons were attacked or murdered caused by deliberate act or provocation of the insured persons.
15. Eye tests, refractive errors of the eyes, provision of medical appliances and prosthetic devices (including spectacles, hearing aids and wheelchairs and lenses), unless otherwise stated and Covered in the Policy.
16. Racing of any kind (except on foot), professional sports, parachuting, skydiving, hang-gliding, bungee jumping, diving, horse racing, car racing, mountaineering, rock climbing, martial art game, boxing, wrestling, acrobatic performances, exploration activities or any other high-risk sports and extreme sports.
17. Flying or other aerial activity except as a fare-paying passenger in a fully licensed aircraft operated by a licensed commercial air carrier or recognized Charter Company.
18. Nuclear or chemical contamination, war, invasion, losses by terrorist acts using chemical and/or biological substances, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, direct participation in riot, strike and civil commotion, insurrection or military or usurped power, or active duty in any of the armed forces.
19. The use or any Treatment resulting from the use, of any drugs not licensed by an official governmental control agency of the country in which the drug is given, or drugs used in any circumstances other than in accordance with their licensed indications.
20. Experimental medical Treatment.
21. Developmental delay and/or learning disabilities in Children
22. Cosmetic (aesthetic) or plastic Surgery or Treatment, or any Treatment which relates to or is needed because of previous cosmetic Treatment, provided that this exclusion does not apply to reconstructive Surgery if:
 - a) it is carried out to restore function or appearance after an Accident or following Surgery for a medical condition, provided that the Accident or Surgeon occurred while the Insured Person was Covered under this Policy; and
 - b) it is done at a medically appropriate stage after the Accident or Surgery; and
 - c) the cost of the Treatment is approved by Us in writing before it is done.
23. The removal of fat or surplus tissue from any part of the body whether or not it is needed for medical or psychological reasons, Treatment of obesity, weight reduction or weight improvement.
24. Violation or any attempted violation of the law or resistance or attempted resistance to lawful arrest.
25. All costs relating to cornea, bone marrow, muscular, skeletal or human organ or tissue transplant from a donor to a receptor and all expenses directly or indirectly related to Organ Transplantation (including conditions requiring or likely to require transplantation and status-post transplantation) unless otherwise stated and Covered in the Policy.
26. Treatment of alcohol dependence syndrome or drug addiction.

27. Sleep Apnoea.

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redefining / standards

Winterthur Insurance (Asia) Ltd, Shanghai Branch
Tel : (8621) 61563500 Fax : (8621) 68824600
Website: www.axa-ins.com.cn
A Member of AXA Group

INDIVIDUAL SMARTCARE ELITE MATERNITY

This Policy, Policy Schedule, Certificate of Insurance, Application Form, Endorsement and Supplementary Agreement and Riders shall be read together as an entire contract

YOUR INDIVIDUAL SMARTCARE ELITE MATERNITY POLICY

Welcome to Your **Individual SmartCare Elite Maternity** Policy.

Please read this Policy carefully together with Your Schedule to ensure that You understand the terms and conditions and that the Cover You require is being provided. Do keep it in a safe place.

If You have any questions after reading these documents, please contact Your insurance adviser or Winterthur Insurance (Asia) Ltd. Shanghai Branch at 021-61563500.

If there are any changes that may affect the insurance provided, please notify Us immediately.

CARING FOR OUR CUSTOMERS

Our ambition is to always satisfy Our customers. We are committed to doing this by:

- Welcoming You and listening carefully to Your needs
- Providing You with the most thorough advice and support
- Delivering services efficiently and on time

If, for any reason, You are unhappy with the service You have received from Us, please:-

- Call Us at (+8621) 61563500
- E-mail Us at: wicn@axa-ins.com.cn
- Write to Our Customer Service Department at Our current address, detailing Your feedback.

Winterthur Insurance (Asia) Ltd. Shanghai Branch

11/F, South Tower, China Diamond Exchange Center, 1701 Century Ave, PuDong, Shanghai 200122

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Statement

The documents issued by the insurer consist of a Chinese language version and an English language version. In the event of any discrepancy, the Chinese language version shall prevail. The English language version will be the first point of reference for clarifying the interpretation of individual clauses within the Chinese language version should this be required.

Important Notice

1. Before We provide Cover, You and all Insured Persons must fully and faithfully tell Us everything You know (or could reasonably be expected to know) that is relevant to Our decision in whether or not to insure the Insured Persons, otherwise You may receive no benefit from Your Policy.
2. Your Policy may have geographic restrictions, limiting Treatment in certain countries. You should consult Your certificate of insurance and Schedule, to see if Your Policy has geographic restrictions.
3. We reimburse Reasonable and Customary Charges subject to the terms and conditions of the plan You choose. Please read this Policy carefully especially the description of Benefits and Exclusions.
4. The insurance Cover under this Policy is based on the information submitted to Us, as set out in the accompanying documents. Please read these documents carefully. If they contain any information that is incorrect, please notify Us immediately, otherwise You may receive no Benefit in the event of a claim and/or Your Policy may be voided and Our liabilities shall be restricted to a refund of premiums paid for that Period of Insurance without interest. If any information, which You subsequently provide Us, differs materially from the information submitted to Us earlier, We may offer Cover on different terms or decline it altogether. If We do not hear from You within 14 business days from the date of issue of this Policy, We will take it that the information is complete and correct.
5. You have a **free-look period** of **14** business days from the date that You receive this Policy. You are deemed to have received the Policy within 3 days after We have dispatched it. If You decide that this Policy does not suit Your needs, You may request to cancel it by giving Us clear, written instructions and returning Your membership card and certificate of insurance within 14 days of receipt of Your Policy documents. Provided that no claims have been made during this period, We shall refund the premiums paid by You without interest. This free-look period shall not apply to Policies with terms of less than 1 year. It will also not apply to Policy renewals.

How Your Insurance Operates

Your Policy is a contract between You and Us, and comprises:

- Your Application form submitted to Us;
- any declarations made by the Insured Persons;
- this Policy document;
- the Policy Schedule (which contains the Benefits Schedule)
- Certificate of Insurance
- any supplementary agreements or riders;
- any Endorsements

and shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part shall bear the same meaning wherever it appears.

This Policy shall become effective at 00:00 Standard Beijing Time on the date specified in the Schedule and end at 23:59 Standard Beijing Time on the last day of the Period of Insurance.

Having received and accepted all requisite premiums, We will provide the Cover shown in the relevant sections of the Policy, up to the sums insured or limits of indemnity stated in the Schedule and/or Endorsements.

(A) DEFINITIONS

In this Policy, where consistent with the context, the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine gender and each of the following words and expressions shall have the following meanings:

Accident: A sudden, unforeseen and fortuitous event, and exclude medical.

Age Last Birthday: An Insured Person's age at his/her last birthday.

Anesthetist: A Specialist trained in the field of anesthesia.

Annual Limit: The amount stated in the Schedule or Endorsement and is the maximum amount payable by Us under this Policy in respect of any one Insured Person during the Period of Insurance.

When the aggregate total Benefits paid under this Policy in any one Period of Insurance reaches the Annual Limit for any Insured Person, no further Benefits shall be payable in respect of that Insured Person for the remainder of that Period of Insurance.

Application: The forms completed by the Insured Persons to request for Coverage from Us and the information, documents and declarations provided by the Insured Persons in applying for this Policy, including any medical examination reports and forms, correspondence, representations and statements made by the Insured Persons and any supplementary questionnaires completed by the Insured Persons, all of which contain information which We rely on or have relied on in deciding whether or not to insure the respective Insured Persons.

Benefits: The amounts payable by Us in accordance with the terms and conditions of this Policy.

Cancer: A malignant tumor characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissue. This diagnosis

must be supported by histological evidence of malignancy and confirmed by an oncologist or pathologist.

Child: Your natural or step or legally adopted Child who is unmarried, unemployed and whose Age Last Birthday is from 15 days to 25 years old, provided that the Age Last Birthday of 19 to 25 years old shall be applicable to renewals only.

Clinic: An establishment duly constituted and licensed in the geographical area in which it is located as a center for medical Treatment of sick and injured persons, and which:

- a) provides facilities for diagnosis and Treatment of Illnesses and injuries;
- b) is supervised by a full-time staff of Physicians during its business hours; and
- c) is not a mental Hospital or institution, a place for custodial care or facility for alcoholics or drug addicts, a spa, or hydro Clinic or a nursing or rest or convalescent home or a home for the aged, or such similar establishments.

Congenital Conditions: A medical condition that is present at birth or is believed to have been present since birth, whether it is inherited or caused by an environmental factor.

Co-payment: the portion of the eligible medical Treatment expenses that the Insured Person must pay in addition to the annual deductible, if any, as stated on the Schedule.

Cover / Coverage: Insurance Cover in accordance with the terms of this Policy, as applicable to each Insured Person.

Covered Expenses: Expenses incurred for any Medically Necessary Treatment recommended by a Physician and provided to any Insured Person for any Illness or Injury during the Period of Insurance and which may be payable, in accordance with the terms and conditions of this Policy. Reimbursement of Covered Expenses shall include any goods and services tax and/or government tax that may be levied.

Daycare Treatment: Treatment at a Hospital where an Insured Person is admitted and occupies a bed due to day surgery, but does not remain overnight, excluding Kidney Dialysis and Cancer Treatment.

Day Surgery: Surgery on an Insured Person for the Treatment of an Illness or Injury and which is pre-planned and carried out by a Surgeon, at a Hospital or Clinic, but not on an Inpatient basis.

Deductible: The amount out of an eligible claim which has to be borne by the Insured Person before the relevant benefits are payable under this Policy.

Dentist: A person qualified as a dental practitioner (other than an Insured Person or a member of his Immediate Family or his business associates including any business partners, employers or employees) by a degree in dentistry and duly licensed and registered with the relevant statutory dental board or council to provide dental Treatment and who, in rendering dental Treatment, is practicing within the scope of his licensing and training in the geographical area of practice.

Dependants: Any of the following persons:

- a) Your Spouse;
- b) Your Child(ren).

Disability: Means an Illness or Injury, and any symptoms, sequelae, or complications arising from such illness or injury. In the case of Injury, it means all injuries arising from the same event of series of contiguous events.

Effective Date: The date on which Cover under this Policy for the respective Insured Persons becomes effective and which is stated on the Schedule or Endorsement, whichever is later.

Emergency Treatment: A sudden change in an Insured Person's health which requires immediate and urgent medical Treatment to avoid death or impairment to the Insured Person's immediate health.

Endorsement: A written statement or notice issued by us to confirm and record any amendments made to this Policy, including any change in the wording of or Cover offered under this Policy or qualification of wording if the Policy is accepted on restricted terms.

Full Coverage: Full Coverage is up to Annual Limit.

Geographical Area: The countries Covered within Worldwide Plan, International Plan and China Plan as stated in Your Schedule

High Cost Providers: The High cost Providers are listed on the Schedule. The expenses incurred in High Cost Providers are not covered unless otherwise stated and Covered in the Policy.

Home Country: means the country of which the Insured Person holds a passport. Where the Insured Person holds more than one passport the Home Country will be taken to mean the country whose passport number is listed on the application form. For a dependant child holding more than one passport, the Home Country will be taken to mean the Home Country of the Main Insured.

Hospital: An establishment duly constituted and licensed in the Geographical Area in which it is located as a medical and surgical Hospital for the care and Treatment of sick and injured persons as bed-paying patients, and which:

- a) provides facilities for diagnosis, Treatment and minor or major Surgery;
- b) is supervised by a full-time staff of Physicians at all times; and
- c) is not primarily a Clinic, a mental Hospital or institution, a place for custodial care or facility for alcoholics or drug addicts, a spa, or hydro Clinic or a nursing

or rest or convalescent home or a home for the aged, or such similar establishments.
A reference to a Hospital in this Policy shall be construed to refer to either a Public Hospital or Private Hospital.

Illness: A physical condition marked by a pathological deviation from the normal healthy state and contracted by an Insured Person.

Immediate Family: Any of the following people, related to an Insured Person by blood, marriage or adoption:

- a) parents and parents-in law;
- b) siblings and brothers-in-law and sisters-in-law;
- c) Spouse; and
- d) Children.

Injury: An external and visible bodily Injury sustained by an Insured Person and caused solely and directly by an Accident and does not include any Illness or naturally occurring medical conditions or degenerative process.

Inpatient: Admission and confinement of an Insured Person in a Hospital for Treatment of an Illness or Injury as a registered bed-paying patient for which the Hospital levies a daily room and board charge.

Insured Person(s): An eligible person who had completed or whose name is included on an Application Form for the Policy and who is named in the policy schedule.

Intensive Care Unit: A section within a Hospital which is designated as an Intensive Care Unit by the Hospital and which is operating on a twenty four (24) hour basis solely for the Treatment of patients in critical medical condition and which is equipped to provide specialized nursing and medical services not available elsewhere in the Hospital. This definition also includes a Coronary Care Unit which has facilities not less comprehensive than those described above.

Lifetime Limit: the maximum amount (if any) stated in the Schedule to be payable under this Policy during the lifetime of the Insured Person.

Main Insured: the Insured Person who is shown as the Main Insured in the Application form.

Medically Necessary: A Treatment, service, supply, or drug, is medically necessary if it is prescribed by a Physician and is appropriate and essential to diagnose or treat the patient's Illness or Injury;

- does not exceed, in scope, duration, or intensity, the level of care which is needed to provide safe, adequate, and appropriate diagnosis or Treatment;
- is consistent with widely accepted professional standards of medical practice in the jurisdiction where Treatment is rendered
- is not primarily for the personal comfort or convenience of the patient, the family, Physician, or other provider of care;
- is not a part of or associated with the scholastic education or vocational training of the patient;
- is not Experimental or Investigative
- in the case of Inpatient care, cannot be provided safely on an Outpatient basis

Oral Hygienist: A properly qualified employee of a Dentist who is licensed, if required, by the competent medical authorities of the country in which Treatment is provided to render services such as cleaning and anesthesia, and who is rendering such Treatment at the direction of, and under the direct supervision of, a licensed Dentist.

Outpatient: Refers to an Insured Person who receives Treatment at a recognized medical facility excluding Inpatient Treatment, Day Surgery and Daycare Treatment.

Period of Insurance: The period of Cover for the respective Insured Persons as shown in the latest Schedule or Endorsement.

Physician: A person qualified as a medical practitioner (other than an Insured Person or a member of his Immediate Family or his business associates including any business partners, employers or employees) by a medical degree in western medicine and duly licensed and registered with the relevant statutory medical board or council to provide medical Treatment and who, in rendering Treatment, is practicing within the scope of his licensing and training in the geographical area of practice.

A reference to a "Physician" in this Policy shall be construed to mean, wherever appropriate, a General Practitioner and/or a Specialist.

Policy: Means the contract between You and Us, to provide Cover in accordance with the Schedule, General Conditions, Description of Benefits, Exclusions contained within Your Policy documents.

Policyholder: Refers to the party who pays the premium for the Policy.

Pre-existing Condition: An Injury or an Illness which, prior to the date on which an Insured Person is first Covered under the Policy:

- a) existed (or symptoms or manifestations of which existed) with respect to an Insured Person based on normal medically accepted pathological development of the Injury or Illness; or
 - b) the Insured Person was aware or should reasonably have been aware;
- irrespective of whether Treatment was actually received.

Pre-authorized, Pre-authorization: A process through which an Insured Person seeks approval from Us prior to undertaking Treatment or incurring costs. Pre-authorization may be revoked if new information subsequently negates a claim.

Prescription Drugs: Prescription Drugs are medications which are prescribed by a Physician and which would not be available without such prescription.

Psychiatric: Means that which affects the mind, emotions or mental function of a person whether it is organic, traumatic or reactive in origin.

Psychiatric Treatment: Treatment by a Psychiatrist for a condition certified by the Psychiatrist to be a medically recognised mental illness.

Psychiatrist: A Physician who has experience in the diagnosis and treatment of mental illnesses and holds a recognised degree in psychiatry or other equivalent qualification.

Reasonable and Customary Charges: Charges for medical Treatment which do not exceed the general level of fees or charges made by others of similar professional standing in the same locality where the charges are incurred, when furnishing like or comparable Treatment, services or supplies for a similar Illness or Injury and which in accordance with accepted medical standards, could not have been omitted without adversely affecting the Insured Person's medical condition. We may proportionately reduce any claim to reflect what would have been reasonably incurred, based on the professional opinion of our Physician.

Registered Nurse: A person qualified as a nurse (other than an Insured Person or a member of his Immediate Family or his business associates including any business partners, employers or employees) by a nursing qualification and duly licensed and registered with the relevant statutory nursing board or council to provide nursing services and who, in rendering such services, is practicing within the scope of his licensing and training in the geographical area of practice.

Schedule: Any Schedule to this Policy containing Your particulars and those of the Insured Persons, the Benefits payable under this Policy, the respective limits for each Benefit including the Annual Limit, premiums payable and any other details and/or features of this Policy, as may be applicable.

Spouse: Your husband or wife under a marriage recognized by law and whose Age Last Birthday is from 18 to 74 years old.

Standard Private Room: The standard accommodation covered under this Policy shall mean the grade or class of room (offering, where available, a private room with single occupancy as a minimum) for which the Hospital levies the lowest charges for room and board.

Surgeon: A Specialist who is qualified to perform Surgery.

Surgery: A medical Treatment of surgical intervention.

Traditional Chinese Medical Practitioner: A person qualified as a traditional Chinese medicine practitioner (other than an Insured Person or a member of his Immediate Family or his business associates including any business partners, employers or employees) engaged in the practice of traditional Chinese medicine, and who is duly licensed and registered with the relevant statutory Traditional Chinese Medical Practitioners board or council to practice traditional Chinese medicine and who in rendering Treatment, is practicing within the scope of his licensing and training in the geographical area of his practice. This shall include Chinese Herbalist, Bonesetter and Acupuncturist.

Treatment: means any surgical or medical services (including diagnostic tests) that are needed to diagnose, relieve, or cure a medical condition.

Usual Country of Residence: means the country in which the Insured Person works and lives for the majority of the year. For Insured who travels a majority of the year, it means the country in which the Insured Person maintains his primary residence or in which the Insured Person's last fixed residence was located.

Venereal Disease: means an Illness which has been transmitted by sexual contact, or any of the following Illnesses whether sexually transmitted or not: syphilis, gonorrhoea, venereal warts including genital HPV (human papillomavirus), genital herpes, granuloma inguinale, chancroid, trichomona, pubic lice (phthirus pubis) infestation, and chlamydia.

The Company, We (Our/ Us), The Insurer: Wintherthur Insurance (Asia) Ltd. Shanghai Branch

You (Your): The party named in the Schedule as the owner, Policyholder, Insured Person(s) of this Policy

(B) General Conditions:

1. Persons Eligible

- a) Cover under this Policy shall be subject to the fulfillment of all of the following eligibility requirements by the Insured Persons:
- (i) Satisfy the entry age
 - You and Your Spouse are from 18 to 74 years old (Age Last Birthday);
 - Your Child is from 15 days to 18 years old (Age Last Birthday); and
 - (ii) Residents in Shanghai include all Shanghai citizens and permanent residents of Shanghai as well as expatriates or foreigners who are holding valid employment pass, student pass, dependant pass or work permit.
 - (iii) Expatriates or foreigners must provide a bona-fide residential address in Shanghai.
 - (iv) Are insurable in accordance with Our terms and standards of acceptance; and
 - (v) You pay the applicable premiums.
- b) Cover for Your Children may be renewed up to age 25 (Age Last Birthday) provided that they are unmarried, unemployed and are full-time students. No person shall be included for Coverage under this Policy who has not yet attained the age of 15 days or who has reached the age of 74 years (Age Last Birthday).

2. Paying Your Premium

The Policy is an annual contract and premiums are payable yearly in advance.

Premiums are payable in **Chinese RMB** or **US dollars** depending on Your nationality, Your selected Geographical Area and relevant regulations.

The Policy will be denominated in the currency in which the premiums are paid. Premiums are based on rates applicable to each Insured Person's attained age at the

commencement of the relevant Policy year.

With the exception of regulation governing foreign currency payment, the total premium due must be paid and actually received in full by Us (or the intermediary through whom this Policy was effected) on or before the Effective Date ("the Effective Date") of the Coverage under the Policy, Renewal Certificate, Cover Note or Endorsement.

In the event that the total premium due is not paid and actually received in full by Us (or the intermediary through whom this Policy was effected) on or before the Effective Date referred to above, then the Policy and Endorsement shall be deemed to be cancelled immediately and no Benefits whatsoever shall be payable by Us. Any payment received thereafter shall be of no effect whatsoever on the cancellation of the Policy, Renewal Certificate, Cover Note and Endorsement.

3. Further Conditions Concerning Cover

If an Insured Person is confined in a Hospital on the date when his Cover would otherwise become effective, such Cover shall not become effective until the date following his discharge from the Hospital as stated on an Endorsement.

4. Geographical Area

a) We offer three Geographical Areas of Coverage: Worldwide, International, and China. Your Schedule will state Your chosen Geographical Area of Coverage. No Benefits will be paid should you seek treatment out of the Geographical Area of Coverage.

i) Worldwide Plan

Worldwide Plan has no geographic restrictions and provides medical Treatment in any country in the world.

ii) International Plan

International Plan provides for medical Treatment throughout the world, with exception of the United States.

iii) China Plan

China Plan provides for medical Treatment in People's Republic of China (excluding Hong Kong, Taiwan, and Macau)

b) The benefits stated under Section C Part 1 (Hospitalization benefit) of this Policy apply to an Insured Person within the Geographical Area of Coverage. While outside the Geographical Area of Coverage, the benefits only apply to Emergency Treatment of an Insured Person or treatment for Injury or unforeseen Illness, subject always to the limits specified in the Schedule of this Policy

c) The Dependants must be Covered in an equivalent or lower area of Coverage as the Main Insured.

5. Additions

a) Provided that Your Dependants satisfy the eligibility requirements set out in Section B (1) above, they may be included as Insured Persons under this Policy.

b) You must:

- (i) provide written request of such inclusion of Your Dependants and provide all necessary information in the form prescribed by Us;
- (ii) pay any additional premiums.

Subject to Section B (4) above, Cover for Your Dependants will only commence on the Effective Date

6. Policy Plan Upgrading/Downgrading

Upon Your written request, We may agree to a change in Policy Coverage, but any such change to Your Policy, as agreed by Us, shall be applicable only at the next renewal of the Policy and You have paid any additional premiums as may be applicable.

For any Illness or Injury occurring, contracted or sustained during the period of twelve (12) months after the Effective Date of the upgrading, We shall not be liable beyond the limits applicable for the immediately preceding Period of Insurance, if such Illness or Injury directly or indirectly arises or results from a condition or Accident contracted occurring or sustained during the preceding periods of insurance.

For any Illness or Injury occurring, contracted or sustained at any time on or after the Effective Date of a downgrading, notwithstanding that such Illness or Injury may be a direct or indirect result of a condition or Accident occurring, contracted or sustained during the preceding periods of insurance, Our liabilities shall be restricted to the limits applicable to the downgrading.

7. Policy Renewal/ Renewal Premium

a) This is a yearly renewable Policy. On or before the expiry of Your Policy, and subject to Our acceptance, You may renew this Policy by paying the premium applicable at the time of renewal. This shall not apply in the event that the Policy expires, or is terminated or cancelled in accordance with the terms of this Policy and You should subsequently wish to reapply for insurance Cover under this Policy.

b) Premium rates are not guaranteed and the premium payable at renewal shall be determined at each renewal based on the Insured Persons' attained age, the premium rates then in effect, and any other factors which may materially affect the risks insured.

c) If any Child insured under Your Policy marries, reaches the age of 18 years, ceases being in full time education or if they are in continuous full time education but have reached the age of 25 at Your renewal date they will no longer be eligible for Cover under Your Policy.

They can apply to have their own Policy by completing a SmartCare Elite Application Form. Provided there is no break in their insurance Cover their Pre-existing Condition will remain the same as the date on which they joined Your Policy. Their Application will be subject to the definitions, benefits, terms and conditions in force at the time of their transfer.

8. Automatic Termination

a) Cover under this Policy for the respective Insured Person shall automatically terminate on the earliest occurrence of any of the following events:

- (i) the date the Policy is terminated;
- (ii) the date the Insured Person's Coverage is terminated;
- (iii) when the applicable premiums are not paid in accordance with the terms of the Policy;
- (iv) death of such Insured Person;
- (v) upon such Insured Person ceasing to satisfy any of the eligibility requirements set out in this Policy

Provided that an Insured Person satisfies the age eligibility requirement at the Effective Date, his/her Cover shall not automatically terminate when he/she

attains a higher age during that Period of Insurance.

- b) Termination of Your Cover shall automatically terminate Cover for all of Your Dependants as well.

9. Cancellation / Termination of Cover

- a) You have the right to cancel this Policy at any time by giving 14 days' written notice to Us. Provided that no claims have been made during the Period of Insurance, Premiums will be refunded subject to the "Premium Refund table" below in the currency in which the premiums were paid. No premium refund if any claim has been made during the period of insurance.

Passed Insured Period	Refund on Premium paid
Not exceeding 2 months	60%
Not exceeding 3 months	50%
Not exceeding 4 months	40%
Not exceeding 6 months	25%
More than 6 months	NIL

- b) You have the right to terminate Cover for any Insured Person at any time by giving Us 14 days' written notice, and upon such termination, Premiums will be refunded for that Insured Person provided that no claims have been made during the Period of Insurance and subject to the "Premium Refund table" below, in the currency in which the premiums were paid No premium refund if any claim has been made during the period of insurance.

Passed Insured Period	Refund on Premium paid
Not exceeding 2 months	60%
Not exceeding 3 months	50%
Not exceeding 4 months	40%
Not exceeding 6 months	25%
More than 6 months	NIL

- c) We have the right to terminate this Policy at any time by giving You at least thirty (30) days' written notice of such termination and upon such termination You will be granted a pro-rated refund (as the formula stated below) of the total premium paid corresponding to the unexpired Period of Insurance provided that no claims have been made during the Period of Insurance. Refund is calculated as follows: Premium paid*(Insured Period-Passed Insured Period)/Insured Period. No premium refund if any claim has been made during the period of insurance.

10. Determination of Premiums

For the purposes of determining premiums payable, an Insured Person's age shall be deemed to be his/her Age Last Birthday, and any premium tables or other material We provide in this connection shall be read accordingly.

11. Change in Premium Terms

The Company is authorized to apply any change in premiums to all current insurance contracts. We will review premiums each year to account for a range of statistical factors. We will inform Policyholders in writing, at least 30 days before the date of renewal. .

12. Payment of Benefits

We shall pay all Benefits to You or Your estate (in the event of Your death). You or Your estate's receipt of any Benefit payable under this Policy shall in all cases be deemed full and final discharge of all claims, demands, liabilities and damages whatsoever. We may, at Our sole discretion, pay the Benefits to an Insured Person unless You request otherwise in writing.

We may appoint independent administrators to settle claims on Our behalf.

We may directly pay the Covered Expenses to medical service providers with direct settlement facility. The medical service providers' receipt of such Benefits payable under this Policy shall in all cases be deemed full and final discharge of such claims, demands, liabilities and damages whatsoever.

13. Co-Payment/Deductible

You may need to pay a portion of any claims payable pursuant to the Deductible and/or Co-payment features of this Policy, the amount of such Deductible and/or the percentage of such Co-payment shall be specified in the Schedule or Endorsement.

14. Obligations of The Insurer

- a) The Insurer shall promptly issue an insurance policy or other insurance certificate to the policyholder after an insurance contract is concluded.
- b) If the insurer deems that the relevant evidence or materials are incomplete, the insurer shall, by one notification, notify the policyholder and the insured to provide supplementary evidence or materials.
- c) The insurer shall, after receiving any claim for payment of insurance benefit from the policyholder, promptly carry out the review of such claim; where the circumstances are complicated, the result of the review shall be made within 30 days, unless otherwise stipulated in the insurance contract. The insurer shall inform the policyholder of the result. Where insurance liability exists, the insurer shall perform its obligation to make payment of indemnity within 10 days after reaching an agreement with the insured for such payment. Where the insurance contract itself makes stipulation regarding the deadline for payment of indemnity or insurance benefit, payment shall be made according to such agreement. After performing the review according to the stipulations, and if it is beyond the scope of the insurance liability, the insurer shall issue a written notice of rejection of insurance benefit to the insured and explain the reason thereof.
- d) If the amount of insurance benefits to be paid can't be determined within 60 days after the insurer receives a claim for insurance benefit along with the relevant evidence and material, an advance payment of the amount that can be determined according to the evidence and material at hand shall be made and the balance shall be paid once the total amount of insurance benefit has been determined.

15. Obligations of The Policyholder and The Insureds

- a) Once an insurance contract is concluded, the applicant shall pay the premium in accordance with the agreement.
- b) When concluding an insurance contract, if the insurer inquires about the relevant circumstances of the insured subject matter or the insured, the policyholder shall give truthful disclosure. In the event that the policyholder deliberately or due to significant negligence, fails to perform the obligation of truthful disclosure as prescribed in the paragraph so as to materially influence and alter the insurer's decision as to whether or not to provide the corresponding insurance coverage or to increase the premiums rate, the insurer shall have the right to rescind the corresponding insurance contract. In the event that the policyholder deliberately fails to perform his obligation of truthful disclosure, the insurer shall not be liable to indemnify or pay the insurance benefit or refund the premium for the insured event occurring prior to the rescission of the insurance contract. In the event that the policyholder fails to perform his obligation of truthful disclosure due to significant negligence, which has significant relevant bearing on the occurrence of an insured event, the insurer shall not be liable to indemnify or pay the insurance benefit for such insured event occurring prior to the rescission of this contract, but shall refund the premium.
- c) The policyholder, the insured or the beneficiary shall notify the insurer as soon as they respectively become aware of the occurrence of the insured event. Where they deliberately or due to significant negligence, fail to inform the insurer in time and thus make it difficult to determine the nature, cause and degree of damage and other circumstances of the insured event, the insurer shall not be liable to indemnify or pay the insurance benefits for the portion that can't be determined, unless the insurer is aware of or ought to be aware of the occurrence of such insured event in due time through other ways. The agreement above does not include the delays caused by force majeure.

16. Changes in Circumstances

The Policyholder must inform Us immediately in writing of any changes that may affect the risk, Cover or eligibility of an Insured Person. By changes We mean:

- a) change of Insured Person's occupation/business
- b) change of Policyholder's or Insured Person's address. The insurer may send some necessary notice according to the latest existing address if the policyholder does not inform in time. It is deemed to have sent to the policyholder.
- c) change of Usual Country of Residence
- d) change of Insured Person's name
- e) change of Policyholder

17. Change of Residence

As a condition precedent to liability under the Policy, the Company must be informed immediately in writing of any change in the Insured Person's Usual Country of Residence. A change in the Usual Country of Residence shall be deemed to mean the Insured Person's ceasing to maintain a residence in his current Usual Country of Residence or establishing or intending to establish a residence in another country for a period in excess of three consecutive months.

The Company must be informed of the location of any Dependants whose Usual Country of Residence is different from that declared for the Insured Person in the Application form, and the Company reserves the right to revise the premium or to decline to cover such Dependants under the Policy. The Company reserves the right to revise Your premium or to decline to offer renewal to any member whose Usual Country of Residence has changed during the Policy year.

18. Determination of Age and handling of Misstatement of Age

The age of an Insured Person shall be the age registered on his or her legitimate credential. You shall state the age of the Insured Person's last birthday. If the age of any Insured Person has been misstated and the premium paid as a result is insufficient, any claim payable under this Policy shall be pro-rated based on the ratio of the actual premium paid to the correct premium which should have been charged for the Period of Insurance. Any excess premium that may have been paid as a result of any misstatement of age shall be refunded without interest. If at the correct age an Insured Person would not have been eligible for Cover under this Policy, no Benefit shall be payable, and Our liability shall be limited to the refund of the premium paid without interest.

19. Expenses Covered by Other Sources

The Benefits of this Policy are payable on a reimbursement and indemnity basis. If You or any Insured Person recovers all or part of claimed expenses from any other source, or if there is in place any other insurance against the events Covered, We will only be liable for the excess of the amount recovered from such other source or insurance.

In the event that an Insured Person is Covered under any occupational insurance, he/she shall claim under such insurance first, before claiming against this Policy. In any event, We shall be liable only for any difference between the amount recovered or recoverable from such insurance and Your Covered expenses, subject to the limits and terms and conditions of this Policy.

20. Right of Recovery

In the event that payment is authorized and/or made by Us for expenses that are not Covered under this Policy, We shall be entitled to recover all sums in respect of any liabilities incurred by Us.

21. Applicable Law/ Jurisdiction

The formation of this Contract, its validity, interpretation, execution and settlement of disputes in connection herewith shall be governed by the laws of People's Republic of China,.

Any dispute between the Insured(s) and the Insurer arising from or in connection with this Policy shall be settled through friendly negotiations. Where the two parties fail to reach an agreement after negotiation, such dispute shall be submitted to the one of the following entities.

- (1) China International Economic and Trade Arbitration Commission, Shanghai Commission for arbitration which shall be conducted in accordance with the Commission's arbitration rules in effect at the time of applying for arbitration provided that such arbitration shall be governed by the law of China. The arbitral award is final and binding upon both parties; or
- (2) Courts having jurisdiction for judgment.

The dispute resolution shall be settled and agreed between Insured(s) and the Insurer when the insurance contract is executed. The second one is the implied dispute resolution unless there is a different agreement between Insured(s) and the Insurer

The limitation of action for the insured or the beneficiary to claim for indemnity or insurance benefit against the insurer shall be 2 years, which commences from the date the insured or the beneficiary is aware of or ought to be aware of the occurrence of the insured event.

22. *Non-Assignments*

This Policy is not assignable. We shall not be affected by notice of any trust, charge, lien, assignment or other dealing with this Policy.

23. *Claim Procedures*

You must comply with the following stipulated time limits and procedures before any Benefits are payable under this Policy:

- a) Written notice shall be given to Us as soon as possible and in any event, within thirty (30) days after the occurrence of any event, which may give rise to a claim under this Policy.
- b) A claim form obtainable from Us upon request and all necessary supporting evidence of the occurrence, nature and extent of loss shall then be submitted to Us within sixty (60) days after the occurrence of the event giving rise to a claim under this Policy. All certificates, receipts, information and evidence required by Us shall be Provided by You in the form prescribed by Us and at no cost to Us
- c) We shall have the right and the opportunity through Our medical representatives to examine any Insured Person whenever and as often as may be reasonably required during Our assessment of any claim. In addition, We shall have the right to require an autopsy in the case of death, where this is not forbidden by law or such religious beliefs that are recognized by the law. We will bear the expenses incurred in such examinations, unless We deny Your claim, in which case We shall be entitled to recover all the expenses so incurred from You.

24. *Alterations*

We reserve the right to vary the Benefits, Cover and amend the terms and conditions of this Policy. We will inform You of the intended amendment at least thirty (30) days prior to the renewal. Unless specifically mentioned, such amendment shall not affect any special conditions or Endorsements applicable at the time of commencement of Cover. No alteration to this Policy shall be valid unless approved in writing by Our authorised representative and reflected in an Endorsement. No broker or agent has the authority to amend or to waive any of the terms and conditions of this Policy.

25. *Currency Exchange Rates*

Payment of all claims and Benefits will be made in US dollars or Chinese RMB, whichever is the currency in that premium is paid. Charges incurred in any other currency shall be payable in Chinese RMB or US dollars, whichever is the currency in that premium is paid, on the basis of the exchange rate in effect on the date such charges were incurred as stipulated by Us.

26. *Clerical Error*

A clerical error by Us shall not invalidate insurance Cover otherwise validly in force, nor continue insurance Cover otherwise not validly in force.

27. *In the Event of Fraud*

In the event that the insured fraudulently reports that an insured event has occurred when no such event has actually occurred, and therefore submits a claim for indemnity or insurance benefit, we shall have the right to rescind the insurance contract without giving any refund of previously collected premiums.

In the event that the policyholder and the insured deliberately cause an insured event to occur, we shall have the right to rescind the insurance contract and shall not be liable for the payment of indemnity or insurance benefit, nor shall the insurer be liable to refund the premium previously collected.

In the event that the policyholder, the insured, following the occurrence of an insured event, forges or alters relevant evidence, material or other proof to fabricate a false cause for such event or exaggerate the degree of damage, we shall bear no obligation to pay indemnity or insurance benefit for the portion of the claim that is falsely reported.

In the event that the policyholder, the insured has undertaken any of the actions described in the previous three paragraphs, which results in ours payment of insurance benefit or expense, the said policyholder, insured or beneficiary shall refund such payment or compensate us.

(C) DESCRIPTION OF BENEFITS

Important Notice

1. The Benefits described below may be subject to maximum Annual Limits, Lifetime Limits, Co-payment and/or a deductible. Please check the Schedule for details. Subject to the terms, conditions, and definitions of the Policy, and in accordance with the limits and percentages stated hereunder, the following Benefits shall be paid for Reasonable and Customary Charges necessarily incurred by an Insured Person.
2. If an Insured Person incurs Covered expenses during the Period of Insurance, We will pay the Benefits below in accordance with the Schedule or any Endorsements. If an event Covered under this Policy occurs during the Period of Insurance, but continues or extends beyond such Period of Insurance, We will only pay the Benefits applicable to that Insured Person in respect of the relevant Period of Insurance where such event first occurred. Additionally, under no circumstances shall any Benefits be payable for expenses incurred after termination or cancellation of the Policy, or of Coverage for such Insured Person, whether or not such expenses were due to Illness or Injury occurring before the termination or cancellation.
3. Unless otherwise provided, this Policy is issued for a period of one year. If the Period of Insurance stipulated in the latest Schedule or Endorsement is less than one year, the Benefits payable under this Policy shall be pro-rated accordingly.

■ **Reimbursement and Indemnity Basis**

We will pay the Benefits to the respective limits (as specified in the Schedule or Endorsement), in the following manner:

The Covered Expenses actually incurred by an Insured Person; or
Reasonable and Customary Charges;

Maternity Benefit

The Maternity Benefits shall not be purchased standalone. The terms and conditions in this rider should prevail while the conditions and terms of the basic products should also apply to this rider.

The following services are paid up to the Annual Limits indicated in the Schedule and/or Endorsements for the Reasonable and Customary Charges as recommended by a registered medical Physician subject to the following

i. High Cost Providers

The usage of High Cost Providers depends on the Plan You choose.

- i) China Platinum and International Platinum Plans exclude all treatments and charges received from High Cost Providers. No benefits will be

- paid should a Member seeks treatment at High Cost Providers.
- ii) China Diamond, International Diamond and Worldwide Diamond Plans have no restrictions on the usage of High Cost Providers.

This Benefit is restricted only to the Member who has been insured continuously for more than twelve (12) months.

The Company shall reimburse the expenses incurred for normal delivery, caesarean, complications in pregnancy during the antenatal period and childbirth, Medically Necessary ambulance transport, Medically Necessary miscarriage or abortion including all antenatal and postnatal check-up expenses up to the maximum amount indicated in the Schedule and/or Endorsements. Expenses for antenatal and postnatal shall be payable upon childbirth and Medically Necessary miscarriage or abortion.

The Company shall also reimburse the expenses incurred for physical examinations, nursing care, accommodation and other Medically Necessary costs for new born baby for 15 days upon birth.

(D) POLICY EXCLUSIONS

No Benefits shall be payable under this Policy for any one of the following occurrences and any events and medical conditions arising from such occurrences (whether directly or indirectly, partially or wholly):

1. **Any period of Hospital confinement unless the entire confinement and all the special Hospital services so rendered and performed had been recommended and approved by a Physician and in accordance with the diagnosis and Treatment of the Illness or Injury for which the Hospital confinement was required.**
2. **All Pre-existing Conditions or any related, associated or consequential Disabilities, unless declared by the Insured Person in the Application form and specifically accepted by Us during underwriting stage and endorsed on the policy.**
3. **Hospitalization or Outpatient primarily for diagnosis, x-ray examinations, or for general physical or medical check up, routine physical examinations, health check-ups or any other tests, where there is no objective indication of impairment of normal health or any Treatment of a preventive nature without medically necessary including vaccinations, acupuncture, or any treatment which is not medically necessary. Otherwise stated and covered in the Policy.**
4. **Charges for telephone, television, radio, newspaper, guests' meals and other ineligible non-medical items whilst confined as an Inpatient or for Day Surgery or Daycare Treatment.**
5. **Outpatient Treatment, dental care and its related Treatment except as specifically Covered under this Policy.**
6. **Birth control measures, assisted reproduction, sterilization (or its reversal) or any events arising out of or in connection thereto.**
7. **Circumcision, impotence or any consequence of it.**
8. **Sickness or disease directly or indirectly arising from Venereal Disease, Acquired Immune Deficiency Syndrome (AIDS), any AIDS related condition, or infection by Human Immune-Deficiency Virus (HIV).**
9. **Sex change.**
10. **Costs arise under any legislation or Covered under any corresponding insurance relating to occupational death, Injury, or Illness.**
11. **Congenital Conditions and any physical birth defects arising out of or resulting therefrom.**
12. **Non-Hospital nursing care or ambulatory care, rest cures or sanatoria care, Treatment arising from any geriatric, psycho-geriatric or psychological, emotional, mental or Psychiatric conditions, mental disorder and alcoholism or substance abuse, unless otherwise stated and Covered in the Policy**
13. **Suicide or attempted suicide, self-inflicted injuries or any attempt thereat whether sane or insane. A result of the insured persons were attacked or murdered caused by deliberate act or provocation of the insured persons.**
14. **Eye tests, refractive errors of the eyes, provision of medical appliances and prosthetic devices (including spectacles, hearing aids and wheelchairs and lenses), unless otherwise stated and Covered in the Policy.**
15. **Racing of any kind (except on foot), professional sports, parachuting, skydiving, hang-gliding, bungee jumping, diving, horse racing, car racing, mountaineering, rock climbing, martial art game, boxing, wrestling, acrobatic performances, exploration activities or any other high-risk sports and extreme sports.**
16. **Flying or other aerial activity except as a fare-paying passenger in a fully licensed aircraft operated by a licensed commercial air carrier or recognized Charter Company.**
17. **Nuclear or chemical contamination, war, invasion, losses by terrorist acts using chemical and/or biological substances, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, direct participation in riot, strike and civil commotion, insurrection or military or usurped power, or active duty in any of the armed forces.**
18. **The use or any Treatment resulting from the use, of any drugs not licensed by an official governmental control agency of the country in which the**

drug is given, or drugs used in any circumstances other than in accordance with their licensed indications.

19. Experimental medical Treatment.
20. Developmental delay and/or learning disabilities in Children
21. Cosmetic (aesthetic) or plastic Surgery or Treatment, or any Treatment which relates to or is needed because of previous cosmetic Treatment, provided that this exclusion does not apply to reconstructive Surgery if:
 - a) it is carried out to restore function or appearance after an Accident or following Surgery for a medical condition, provided that the Accident or Surgeon occurred while the Insured Person was Covered under this Policy; and
 - b) it is done at a medically appropriate stage after the Accident or Surgery; and
 - c) the cost of the Treatment is approved by Us in writing before it is done.
22. The removal of fat or surplus tissue from any part of the body whether or not it is needed for medical or psychological reasons, Treatment of obesity, weight reduction or weight improvement.
23. Violation or any attempted violation of the law or resistance or attempted resistance to lawful arrest.
24. All costs relating to cornea, bone marrow, muscular, skeletal or human organ or tissue transplant from a donor to a receptor and all expenses directly or indirectly related to Organ Transplantation (including conditions requiring or likely to require transplantation and status-post transplantation) unless otherwise stated and Covered in the Policy.
25. Treatment of alcohol dependence syndrome or drug addiction.
26. Sleep Apnoea.

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Rider: Maternity Benefits

The Maternity Benefits shall not be purchased standalone. The terms and conditions in this rider should prevail while the conditions and terms of the Inpatient Cover should also apply to this rider.

The following services are paid up to the Annual Limits indicated in the Schedule and/or Endorsements for the Reasonable and Customary Charges as recommended by a registered medical Physician subject to the following

ii. High Cost Providers

The usage of High Cost Providers depends on the Plan You choose.

iii) China Platinum and International Platinum Plans exclude all treatments and charges received from High Cost Providers. No benefits will be paid should a Member seeks treatment at High Cost Providers.

iv) China Diamond, International Diamond and Worldwide Diamond Plans have no restrictions on the usage of High Cost Providers.

This Benefit is restricted only to the Member who has been insured continuously for more than twelve (12) months.

The Company shall reimburse the expenses incurred for normal delivery, caesarean, complications in pregnancy during the antenatal period and childbirth, Medically Necessary ambulance transport, Medically Necessary miscarriage or abortion including all antenatal and postnatal check-up expenses up to the maximum amount indicated in the Schedule and/or Endorsements. Expenses for antenatal and postnatal shall be payable upon childbirth and Medically Necessary miscarriage or abortion.

The Company shall also reimburse the expenses incurred for physical examinations, nursing care, accommodation and other Medically Necessary costs for new born baby for 15 days upon birth.

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redefining / standards

Winterthur Insurance (Asia) Ltd, Shanghai Branch
Tel : (8621) 61563500 Fax : (8621) 68824600
Website: www.axa-ins.com.cn
A Member of AXA Group

INDIVIDUAL SMARTCARE ELITE DENTAL

This Policy, Policy Schedule, Certificate of Insurance, Application Form, Endorsement and Supplementary Agreement and Riders shall be read together as an entire contract

YOUR INDIVIDUAL SMARTCARE ELITE DENTAL POLICY

Welcome to Your **Individual SmartCare Elite Dental** Policy.

Please read this Policy carefully together with Your Schedule to ensure that You understand the terms and conditions and that the Cover You require is being provided. Do keep it in a safe place.

If You have any questions after reading these documents, please contact Your insurance adviser or Winterthur Insurance (Asia) Ltd. Shanghai Branch at 021-61563500.

If there are any changes that may affect the insurance provided, please notify Us immediately.

CARING FOR OUR CUSTOMERS

Our ambition is to always satisfy Our customers. We are committed to doing this by:

- Welcoming You and listening carefully to Your needs
- Providing You with the most thorough advice and support
- Delivering services efficiently and on time

If, for any reason, You are unhappy with the service You have received from Us, please:-

- Call Us at (+8621) 61563500
- E-mail Us at: wicn@axa-ins.com.cn
- Write to Our Customer Service Department at Our current address, detailing Your feedback.

Winterthur Insurance (Asia) Ltd. Shanghai Branch

11/F, South Tower, China Diamond Exchange Center, 1701 Century Ave, PuDong, Shanghai 200122

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Statement

The documents issued by the insurer consist of a Chinese language version and an English language version. In the event of any discrepancy, the Chinese language version shall prevail. The English language version will be the first point of reference for clarifying the interpretation of individual clauses within the Chinese language version should this be required.

Important Notice

1. Before We provide Cover, You and all Insured Persons must fully and faithfully tell Us everything You know (or could reasonably be expected to know) that is relevant to Our decision in whether or not to insure the Insured Persons, otherwise You may receive no benefit from Your Policy.
2. Your Policy may have geographic restrictions, limiting Treatment in certain countries. You should consult Your certificate of insurance and Schedule, to see if Your Policy has geographic restrictions.
3. We reimburse Reasonable and Customary Charges subject to the terms and conditions of the plan You choose. Please read this Policy carefully especially the description of Benefits and Exclusions.
4. The insurance Cover under this Policy is based on the information submitted to Us, as set out in the accompanying documents. Please read these documents carefully. If they contain any information that is incorrect, please notify Us immediately, otherwise You may receive no Benefit in the event of a claim and/or Your Policy may be voided and Our liabilities shall be restricted to a refund of premiums paid for that Period of Insurance without interest. If any information, which You subsequently provide Us, differs materially from the information submitted to Us earlier, We may offer Cover on different terms or decline it altogether. If We do not hear from You within 14 business days from the date of issue of this Policy, We will take it that the information is complete and correct.
5. You have a **cooling-off period** of 14 business days from the date that You receive this Policy. You are deemed to have received the Policy within 3 days after We have dispatched it. If You decide that this Policy does not suit Your needs, You may request to cancel it by giving Us clear, written instructions and returning Your membership card and certificate of insurance within 14 days of receipt of Your Policy documents. Provided that no claims have been made during this period, We shall refund the premiums paid by You without interest. This **cooling-off** period shall not apply to Policies with terms of less than 1 year. It will also not apply to Policy renewals.

How Your Insurance Operates

Your Policy is a contract between You and Us, and comprises:

- Your Application form submitted to Us;
- any declarations made by the Insured Persons;
- this Policy document;
- the Policy Schedule (which contains the Benefits Schedule)
- Certificate of Insurance
- any supplementary agreements or riders;
- any Endorsements

and shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part shall bear the same meaning wherever it appears.

This Policy shall become effective at 00:00 Standard Beijing Time on the date specified in the Schedule and end at 23:59 Standard Beijing Time on the last day of the Period of Insurance.

Having received and accepted all requisite premiums, We will provide the Cover shown in the relevant sections of the Policy, up to the sums insured or limits of indemnity stated in the Schedule and/or Endorsements.

(A) DEFINITIONS

In this Policy, where consistent with the context, the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine gender and each of the following words and expressions shall have the following meanings:

Accident: A sudden, unforeseen and fortuitous event, and exclude medical.

Age Last Birthday: An Insured Person's age at his/her last birthday.

Anesthetist: A Specialist trained in the field of anesthesia.

Annual Limit: The amount stated in the Schedule or Endorsement and is the maximum amount payable by Us under this Policy in respect of any one Insured Person during the Period of Insurance.

When the aggregate total Benefits paid under this Policy in any one Period of Insurance reaches the Annual Limit for any Insured Person, no further Benefits shall be payable in respect of that Insured Person for the remainder of that Period of Insurance.

Application: The forms completed by the Insured Persons to request for Coverage from Us and the information, documents and declarations provided by the Insured Persons in applying for this Policy, including any medical examination reports and forms, correspondence, representations and statements made by the Insured Persons and any supplementary questionnaires completed by the Insured Persons, all of which contain information which We rely on or have relied on in deciding whether or not to insure the respective Insured Persons.

Benefits: The amounts payable by Us in accordance with the terms and conditions of this Policy.

Cancer: A malignant tumor characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissue. This diagnosis must be supported by histological evidence of malignancy and confirmed by an oncologist or pathologist.

Child: Your natural or step or legally adopted Child who is unmarried, unemployed and whose Age Last Birthday is from 15 days to 25 years old, provided that the Age Last Birthday of 19 to 25 years old shall be applicable to renewals only.

Clinic: An establishment duly constituted and licensed in the geographical area in which it is located as a center for medical Treatment of sick and injured persons, and which:

- a) provides facilities for diagnosis and Treatment of Illnesses and injuries;
- b) is supervised by a full-time staff of Physicians during its business hours; and
- c) is not a mental Hospital or institution, a place for custodial care or facility for alcoholics or drug addicts, a spa, or hydro Clinic or a nursing or rest or convalescent home or a home for the aged, or such similar establishments.

Congenital Conditions: A medical condition that is present at birth or is believed to have been present since birth, whether it is inherited or caused by an environmental factor.

Co-payment: the portion of the eligible medical Treatment expenses that the Insured Person must pay in addition to the annual deductible, if any, as stated on the Schedule.

Cover / Coverage: Insurance Cover in accordance with the terms of this Policy, as applicable to each Insured Person.

Covered Expenses: Expenses incurred for any Medically Necessary Treatment recommended by a Physician and provided to any Insured Person for any Illness or Injury during the Period of Insurance and which may be payable, in accordance with the terms and conditions of this Policy. Reimbursement of Covered Expenses shall include any goods and services tax and/or government tax that may be levied.

Daycare Treatment: Treatment at a Hospital where an Insured Person is admitted and occupies a bed due to day surgery, but does not remain overnight, excluding Kidney Dialysis and Cancer Treatment.

Day Surgery: Surgery on an Insured Person for the Treatment of an Illness or Injury and which is pre-planned and carried out by a Surgeon, at a Hospital or Clinic, but not on an Inpatient basis.

Deductible: The amount out of an eligible claim which has to be borne by the Insured Person before the relevant benefits are payable under this Policy.

Dentist: A person qualified as a dental practitioner (other than an Insured Person or a member of his Immediate Family or his business associates including any business partners, employers or employees) by a degree in dentistry and duly licensed and registered with the relevant statutory dental board or council to provide dental Treatment and who, in rendering dental Treatment, is practicing within the scope of his licensing and training in the geographical area of practice.

Dependants: Any of the following persons:

- a) Your Spouse;
- b) Your Child(ren).

Disability: Means an Illness or Injury, and any symptoms, sequelae, or complications arising from such illness or injury. In the case of Injury, it means all injuries arising from the same event or series of contiguous events.

Effective Date: The date on which Cover under this Policy for the respective Insured Persons becomes effective and which is stated on the Schedule or Endorsement, whichever is later.

Emergency Treatment: A sudden change in an Insured Person's health which requires immediate and urgent medical Treatment to avoid death or impairment to the Insured Person's immediate health.

Endorsement: A written statement or notice issued by us to confirm and record any amendments made to this Policy, including any change in the wording of or Cover offered under this Policy or qualification of wording if the Policy is accepted on restricted terms.

Full Coverage: Full Coverage is up to Annual Limit.

Geographical Area: The countries Covered within Worldwide Plan, International Plan and China Plan as stated in Your Schedule

High Cost Providers: The High cost Providers are listed on the Schedule. The expenses incurred in High Cost Providers are not covered unless otherwise stated and Covered in the Policy.

Home Country: means the country of which the Insured Person holds a passport. Where the Insured Person holds more than one passport the Home Country will be taken to mean the country whose passport number is listed on the application form. For a dependant child holding more than one passport, the Home Country will be taken to mean the Home Country of the Main Insured.

Hospital: An establishment duly constituted and licensed in the Geographical Area in which it is located as a medical and surgical Hospital for the care and Treatment of sick and injured persons as bed-paying patients, and which:

- a) provides facilities for diagnosis, Treatment and minor or major Surgery;
- b) is supervised by a full-time staff of Physicians at all times; and
- c) is not primarily a Clinic, a mental Hospital or institution, a place for custodial care or facility for alcoholics or drug addicts, a spa, or hydro Clinic or a nursing or rest or convalescent home or a home for the aged, or such similar establishments.

A reference to a Hospital in this Policy shall be construed to refer to either a Public Hospital or Private Hospital.

Illness: A physical condition marked by a pathological deviation from the normal healthy state and contracted by an Insured Person.

Immediate Family: Any of the following people, related to an Insured Person by blood, marriage or adoption:

- a) parents and parents-in law;
- b) siblings and brothers-in-law and sisters-in-law;
- c) Spouse; and
- d) Children.

Injury: An external and visible bodily Injury sustained by an Insured Person and caused solely and directly by an Accident and does not include any Illness or naturally occurring medical conditions or degenerative process.

Inpatient: Admission and confinement of an Insured Person in a Hospital for Treatment of an Illness or Injury as a registered bed-paying patient for which the Hospital levies a daily room and board charge.

Insured Person(s): An eligible person who had completed or whose name is included on an Application Form for the Policy and who is named in the policy schedule.

Intensive Care Unit: A section within a Hospital which is designated as an Intensive Care Unit by the Hospital and which is operating on a twenty four (24) hour basis solely for the Treatment of patients in critical medical condition and which is equipped to provide specialized nursing and medical services not available elsewhere in the Hospital. This definition also includes a Coronary Care Unit which has facilities not less comprehensive than those described above.

Lifetime Limit: the maximum amount (if any) stated in the Schedule to be payable under this Policy during the lifetime of the Insured Person.

Main Insured: the Insured Person who is shown as the Main Insured in the Application form.

Medically Necessary: A Treatment, service, supply, or drug, is medically necessary if it is prescribed by a Physician and is appropriate and essential to diagnose or treat the patient's Illness or Injury;

- does not exceed, in scope, duration, or intensity, the level of care which is needed to provide safe, adequate, and appropriate diagnosis or Treatment;
- is consistent with widely accepted professional standards of medical practice in the jurisdiction where Treatment is rendered
- is not primarily for the personal comfort or convenience of the patient, the family, Physician, or other provider of care;
- is not a part of or associated with the scholastic education or vocational training of the patient;
- is not Experimental or Investigative
- in the case of Inpatient care, cannot be provided safely on an Outpatient basis

Oral Hygienist: A properly qualified employee of a Dentist who is licensed, if required, by the competent medical authorities of the country in which Treatment is provided to render services such as cleaning and anesthesia, and who is rendering such Treatment at the direction of, and under the direct supervision of, a licensed Dentist.

Outpatient: Refers to an Insured Person who receives Treatment at a recognized medical facility excluding Inpatient Treatment, Day Surgery and Daycare Treatment.

Period of Insurance: The period of Cover for the respective Insured Persons as shown in the latest Schedule or Endorsement.

Physician: A person qualified as a medical practitioner (other than an Insured Person or a member of his Immediate Family or his business associates including any business partners, employers or employees) by a medical degree in western medicine and duly licensed and registered with the relevant statutory medical board or council to provide medical Treatment and who, in rendering Treatment, is practicing within the scope of his licensing and training in the geographical area of practice.

A reference to a "Physician" in this Policy shall be construed to mean, wherever appropriate, a General Practitioner and/or a Specialist.

Policy: Means the contract between You and Us, to provide Cover in accordance with the Schedule, General Conditions, Description of Benefits, Exclusions contained within Your Policy documents.

Policyholder: Refers to the party who pays the premium for the Policy.

Pre-existing Condition: An Injury or an Illness which, prior to the date on which an Insured Person is first Covered under the Policy:

- a) existed (or symptoms or manifestations of which existed) with respect to an Insured Person based on normal medically accepted pathological development of the Injury or Illness; or
 - b) the Insured Person was aware or should reasonably have been aware;
- irrespective of whether Treatment was actually received.

Pre-authorized, Pre-authorization: A process through which an Insured Person seeks approval from Us prior to undertaking Treatment or incurring costs. Pre-authorization may be revoked if new information subsequently negates a claim.

Prescription Drugs: Prescription Drugs are medications which are prescribed by a Physician and which would not be available without such prescription.

Psychiatric: Means that which affects the mind, emotions or mental function of a person whether it is organic, traumatic or reactive in origin.

Psychiatric Treatment: Treatment by a Psychiatrist for a condition certified by the Psychiatrist to be a medically recognised mental illness.

Psychiatrist: A Physician who has experience in the diagnosis and treatment of mental illnesses and holds a recognised degree in psychiatry or other equivalent qualification.

Reasonable and Customary Charges: Charges for medical Treatment which do not exceed the general level of fees or charges made by others of similar professional standing in the same locality where the charges are incurred, when furnishing like or comparable Treatment, services or supplies for a similar Illness or Injury and which in accordance with accepted medical standards, could not have been omitted without adversely affecting the Insured Person's medical condition. We may proportionately reduce any claim to reflect what would have been reasonably incurred, based on the professional opinion of our Physician.

Registered Nurse: A person qualified as a nurse (other than an Insured Person or a member of his Immediate Family or his business associates including any business partners, employers or employees) by a nursing qualification and duly licensed and registered with the relevant statutory nursing board or council to provide nursing services and who, in rendering such services, is practicing within the scope of his licensing and training in the geographical area of practice.

Schedule: Any Schedule to this Policy containing Your particulars and those of the Insured Persons, the Benefits payable under this Policy, the respective limits for each Benefit including the Annual Limit, premiums payable and any other details and/or features of this Policy, as may be applicable.

Spouse: Your husband or wife under a marriage recognized by law and whose Age Last Birthday is from 18 to 74 years old.

Standard Private Room: The standard accommodation covered under this Policy shall mean the grade or class of room (offering, where available, a private room with single occupancy as a minimum) for which the Hospital levies the lowest charges for room and board.

Surgeon: A Specialist who is qualified to perform Surgery.

Surgery: A medical Treatment of surgical intervention.

Traditional Chinese Medical Practitioner: A person qualified as a traditional Chinese medicine practitioner (other than an Insured Person or a member of his Immediate Family or his business associates including any business partners, employers or employees) engaged in the practice of traditional Chinese medicine, and who is duly licensed and registered with the relevant statutory Traditional Chinese Medical Practitioners board or council to practice traditional Chinese medicine and who in rendering Treatment, is practicing within the scope of his licensing and training in the geographical area of his practice. This shall include Chinese Herbalist, Bonesetter and Acupuncturist.

Treatment: means any surgical or medical services (including diagnostic tests) that are needed to diagnose, relieve, or cure a medical condition.

Usual Country of Residence: means the country in which the Insured Person works and lives for the majority of the year. For Insured who travels a majority of the year, it means the country in which the Insured Person maintains his primary residence or in which the Insured Person's last fixed residence was located.

Venereal Disease: means an Illness which has been transmitted by sexual contact, or any of the following Illnesses whether sexually transmitted or not: syphilis, gonorrhoea, venereal warts including genital HPV (human papillomavirus), genital herpes, granuloma inguinale, chancroid, trichomona, pubic lice (phthirus pubis) infestation, and chlamydia.

The Company, We (Our/ Us), The Insurer: Wintherthur Insurance (Asia) Ltd. Shanghai Branch

You (Your): The party named in the Schedule as the owner, Policyholder, Insured Person(s) of this Policy

(B) General Conditions:

1. Persons Eligible

a) Cover under this Policy shall be subject to the fulfillment of all of the following eligibility requirements by the Insured Persons:

- (i) Satisfy the entry age
 - You and Your Spouse are from 18 to 74 years old (Age Last Birthday);
 - Your Child is from 15 days to 18 years old (Age Last Birthday); and
- (ii) Residents in Shanghai include all Shanghai citizens and permanent residents of Shanghai as well as expatriates or foreigners who are holding valid employment pass, student pass, dependant pass or work permit.
- (iii) Expatriates or foreigners must provide a bona-fide residential address in Shanghai.
- (iv) Are insurable in accordance with Our terms and standards of acceptance; and
- (v) You pay the applicable premiums.

b) Subject to Our approval, Cover for Your Children may be renewed up to age 25 (Age Last Birthday) provided that they are unmarried, unemployed and are full-time students.

No person shall be included for Coverage under this Policy who has not yet attained the age of 15 days or who has reached the age of 74 years (Age Last Birthday).

2. Paying Your Premium

The Policy is an annual contract and premiums are payable yearly in advance.

Premiums are payable in **Chinese RMB** or **US dollars** depending on Your nationality, Your selected Geographical Area and relevant regulations.

The Policy will be denominated in the currency in which the premiums are paid. Premiums are based on rates applicable to each Insured Person's attained age at the commencement of the relevant Policy year.

With the exception of regulation governing foreign currency payment, the total premium due must be paid and actually received in full by Us (or the intermediary

through whom this Policy was effected) on or before the Effective Date (“the Effective Date”) of the Coverage under the Policy, Renewal Certificate, Cover Note or Endorsement.

In the event that the total premium due is not paid and actually received in full by Us (or the intermediary through whom this Policy was effected) on or before the Effective Date referred to above, then the Policy and Endorsement shall be deemed to be cancelled immediately and no Benefits whatsoever shall be payable by Us. Any payment received thereafter shall be of no effect whatsoever on the cancellation of the Policy, Renewal Certificate, Cover Note and Endorsement.

3. Further Conditions Concerning Cover

If an Insured Person is confined in a Hospital on the date when his Cover would otherwise become effective, such Cover shall not become effective until the date following his discharge from the Hospital as stated on an Endorsement.

4. Geographical Area

a) We offer three Geographical Areas of Coverage: Worldwide, International, and China. Your Schedule will state Your chosen Geographical Area of Coverage. No Benefits will be paid should you seek treatment out of the Geographical Area of Coverage.

i) Worldwide Plan

Worldwide Plan has no geographic restrictions and provides medical Treatment in any country in the world.

ii) International Plan

International Plan provides for medical Treatment throughout the world, with exception of the United States.

iii) China Plan

China Plan provides for medical Treatment in People’s Republic of China (excluding Hong Kong, Taiwan, and Macau)

b) The benefits stated under Section C Part 1 (Hospitalization benefit) of this Policy apply to an Insured Person within the Geographical Area of Coverage. While outside the Geographical Area of Coverage, the benefits only apply to Emergency Treatment of an Insured Person or treatment for Injury or unforeseen Illness, subject always to the limits specified in the Schedule of this Policy

c) The Dependants must be Covered in an equivalent or lower area of Coverage as the Main Insured.

5. Additions

a) Provided that Your Dependants satisfy the eligibility requirements set out in Section B (1) above, they may be included as Insured Persons under this Policy.

b) You must:

- (i) provide written request of such inclusion of Your Dependants and provide all necessary information in the form prescribed by Us;
- (ii) pay any additional premiums.

Subject to Section B (4) above, Cover for Your Dependants will only commence on the Effective Date

6. Policy Plan Upgrading/Downgrading

Upon Your written request, We may agree to a change in Policy Coverage, but any such change to Your Policy, as agreed by Us, shall be applicable only at the next renewal of the Policy and You have paid any additional premiums as may be applicable.

For any Illness or Injury occurring, contracted or sustained during the period of twelve (12) months after the Effective Date of the upgrading, We shall not be liable beyond the limits applicable for the immediately preceding Period of Insurance, if such Illness or Injury directly or indirectly arises or results from a condition or Accident contracted occurring or sustained during the preceding periods of insurance.

For any Illness or Injury occurring, contracted or sustained at any time on or after the Effective Date of a downgrading, notwithstanding that such Illness or Injury may be a direct or indirect result of a condition or Accident occurring, contracted or sustained during the preceding periods of insurance, Our liabilities shall be restricted to the limits applicable to the downgrading.

7. Policy Renewal/ Renewal Premium

a) This is a yearly renewable Policy. On or before the expiry of Your Policy, and subject to Our acceptance, You may renew this Policy by paying the premium applicable at the time of renewal. This shall not apply in the event that the Policy expires, or is terminated or cancelled in accordance with the terms of this Policy and You should subsequently wish to reapply for insurance Cover under this Policy.

b) Premium rates are not guaranteed and the premium payable at renewal shall be determined at each renewal based on the Insured Persons’ attained age, the premium rates then in effect, and any other factors which may materially affect the risks insured.

c) If any Child insured under Your Policy marries, reaches the age of 18 years, ceases being in full time education or if they are in continuous full time education but have reached the age of 25 at Your renewal date they will no longer be eligible for Cover under Your Policy.

They can apply to have their own Policy by completing a SmartCare Elite Application Form. Provided there is no break in their insurance Cover their Pre-existing Condition will remain the same as the date on which they joined Your Policy. Their Application will be subject to the definitions, benefits, terms and conditions in force at the time of their transfer.

8. Automatic Termination

a) Cover under this Policy for the respective Insured Person shall automatically terminate on the earliest occurrence of any of the following events:

- (i) the date the Policy is terminated;
- (ii) the date the Insured Person’s Coverage is terminated;
- (iii) when the applicable premiums are not paid in accordance with the terms of the Policy;
- (iv) death of such Insured Person;
- (v) upon such Insured Person ceasing to satisfy any of the eligibility requirements set out in this Policy

Provided that an Insured Person satisfies the age eligibility requirement at the Effective Date, his/her Cover shall not automatically terminate when he/she attains a higher age during that Period of Insurance.

b) Termination of Your Cover shall automatically terminate Cover for all of Your Dependants as well.

9. Cancellation / Termination of Cover

- a) You have the right to cancel this Policy at any time by giving 14 days' written notice to Us. Provided that no claims have been made during the Period of Insurance, Premiums will be refunded subject to the "Premium Refund table" below in the currency in which the premiums were paid. No premium refund if any claim has been made during the period of insurance.

Passed Insured Period	Refund on Premium paid
Not exceeding 2 months	60%
Not exceeding 3 months	50%
Not exceeding 4 months	40%
Not exceeding 6 months	25%
More than 6 months	NIL

- b) You have the right to terminate Cover for any Insured Person at any time by giving Us 14 days' written notice, and upon such termination, Premiums will be refunded for that Insured Person provided that no claims have been made during the Period of Insurance and subject to the "Premium Refund table" below, in the currency in which the premiums were paid No premium refund if any claim has been made during the period of insurance.

Passed Insured Period	Refund on Premium paid
Not exceeding 2 months	60%
Not exceeding 3 months	50%
Not exceeding 4 months	40%
Not exceeding 6 months	25%
More than 6 months	NIL

- c) We have the right to terminate this Policy at any time by giving You at least thirty (30) days' written notice of such termination and upon such termination You will be granted a pro-rated refund (as the formula stated below) of the total premium paid corresponding to the unexpired Period of Insurance provided that no claims have been made during the Period of Insurance. Refund is calculated as follows: Premium paid*(Insured Period-Passed Insured Period)/Insured Period. No premium refund if any claim has been made during the period of insurance.

10. Determination of Premiums

For the purposes of determining premiums payable, an Insured Person's age shall be deemed to be his/her Age Last Birthday, and any premium tables or other material We provide in this connection shall be read accordingly.

11. Change in Premium Terms

The Company is authorized to apply any change in premiums to all current insurance contracts. We will review premiums each year to account for a range of statistical factors. We will inform Policyholders in writing, at least 30 days before the date of renewal. .

12. Payment of Benefits

We shall pay all Benefits to You or Your estate (in the event of Your death). You or Your estate's receipt of any Benefit payable under this Policy shall in all cases be deemed full and final discharge of all claims, demands, liabilities and damages whatsoever. We may, at Our sole discretion, pay the Benefits to an Insured Person unless You request otherwise in writing.

We may appoint independent administrators to settle claims on Our behalf.

We may directly pay the Covered Expenses to medical service providers with direct settlement facility. The medical service providers' receipt of such Benefits payable under this Policy shall in all cases be deemed full and final discharge of such claims, demands, liabilities and damages whatsoever.

13. Co-Payment/Deductible

You may need to pay a portion of any claims payable pursuant to the Deductible and/or Co-payment features of this Policy, the amount of such Deductible and/or the percentage of such Co-payment shall be specified in the Schedule or Endorsement.

14. Obligations of The Insurer

- The Insurer shall promptly issue an insurance policy or other insurance certificate to the policyholder after an insurance contract is concluded.
- If the insurer deems that the relevant evidence or materials are incomplete, the insurer shall, by one notification, notify the policyholder and the insured to provide supplementary evidence or materials.
- The insurer shall, after receiving any claim for payment of insurance benefit from the policyholder, promptly carry out the review of such claim; where the circumstances are complicated, the result of the review shall be made within 30 days, unless otherwise stipulated in the insurance contract. The insurer shall inform the policyholder of the result. Where insurance liability exists, the insurer shall perform its obligation to make payment of indemnity within 10 days after reaching an agreement with the insured for such payment. Where the insurance contract itself makes stipulation regarding the deadline for payment of indemnity or insurance benefit, payment shall be made according to such agreement. After performing the review according to the stipulations, and if it is beyond the scope of the insurance liability, the insurer shall issue a written notice of rejection of insurance benefit to the insured and explain the reason thereof.
- If the amount of insurance benefits to be paid can't be determined within 60 days after the insurer receives a claim for insurance benefit along with the relevant evidence and material, an advance payment of the amount that can be determined according to the evidence and material at hand shall be made and the balance shall be paid once the total amount of insurance benefit has been determined.

15. Obligations of The Policyholder and The Insureds

- Once an insurance contract is concluded, the applicant shall pay the premium in accordance with the agreement.
- When concluding an insurance contract, if the insurer inquires about the relevant circumstances of the insured subject matter or the insured, the policyholder shall give truthful disclosure. In the event that the policyholder deliberately or due to significant negligence, fails to perform the obligation of truthful disclosure as prescribed in the paragraph so as to materially influence and alter the insurer's decision as to whether or not to provide the corresponding insurance coverage or to increase the premiums rate, the insurer shall have the right to rescind the corresponding insurance contract.

In the event that the policyholder deliberately fails to perform his obligation of truthful disclosure, the insurer shall not be liable to indemnify or pay the insurance benefit or refund the premium for the insured event occurring prior to the rescission of the insurance contract.

In the event that the policyholder fails to perform his obligation of truthful disclosure due to significant negligence, which has significant relevant bearing on the occurrence of an insured event, the insurer shall not be liable to indemnify or pay the insurance benefit for such insured event occurring prior to the rescission of this contract, but shall refund the premium.

- c) The policyholder, the insured or the beneficiary shall notify the insurer as soon as they respectively become aware of the occurrence of the insured event. Where they deliberately or due to significant negligence, fail to inform the insurer in time and thus make it difficult to determine the nature, cause and degree of damage and other circumstances of the insured event, the insurer shall not be liable to indemnify or pay the insurance benefits for the portion that can't be determined, unless the insurer is aware of or ought to be aware of the occurrence of such insured event in due time through other ways. The agreement above does not include the delays caused by force majeure.

16. Changes in Circumstances

The Policyholder must inform Us immediately in writing of any changes that may affect the risk, Cover or eligibility of an Insured Person. By changes We mean:

- a) change of Insured Person's occupation/business
- b) change of Policyholder's or Insured Person's address. The insurer may send some necessary notice according to the latest existing address if the policyholder does not inform in time. It is deemed to have sent to the policyholder.
- c) change of Usual Country of Residence
- d) change of Insured Person's name
- e) change of Policyholder

17. Change of Residence

As a condition precedent to liability under the Policy, the Company must be informed immediately in writing of any change in the Insured Person's Usual Country of Residence. A change in the Usual Country of Residence shall be deemed to mean the Insured Person's ceasing to maintain a residence in his current Usual Country of Residence or establishing or intending to establish a residence in another country for a period in excess of three consecutive months.

The Company must be informed of the location of any Dependants whose Usual Country of Residence is different from that declared for the Insured Person in the Application form, and the Company reserves the right to revise the premium or to decline to cover such Dependants under the Policy. The Company reserves the right to revise Your premium or to decline to offer renewal to any member whose Usual Country of Residence has changed during the Policy year.

18. Determination of Age and handling of Misstatement of Age

The age of an Insured Person shall be the age registered on his or her legitimate credential. You shall state the age of the Insured Person's last birthday.

If the age of any Insured Person has been misstated and the premium paid as a result is insufficient, any claim payable under this Policy shall be pro-rated based on the ratio of the actual premium paid to the correct premium which should have been charged for the Period of Insurance. Any excess premium that may have been paid as a result of any misstatement of age shall be refunded without interest. If at the correct age an Insured Person would not have been eligible for Cover under this Policy, no Benefit shall be payable, and Our liability shall be limited to the refund of the premium paid without interest.

19. Expenses Covered by Other Sources

The Benefits of this Policy are payable on a reimbursement and indemnity basis. If You or any Insured Person recovers all or part of claimed expenses from any other source, or if there is in place any other insurance against the events Covered, We will only be liable for the excess of the amount recovered from such other source or insurance.

In the event that an Insured Person is Covered under any occupational insurance, he/she shall claim under such insurance first, before claiming against this Policy. In any event, We shall be liable only for any difference between the amount recovered or recoverable from such insurance and Your Covered expenses, subject to the limits and terms and conditions of this Policy.

20. Right of Recovery

In the event that payment is authorized and/or made by Us for expenses that are not Covered under this Policy, We shall be entitled to recover all sums in respect of any liabilities incurred by Us.

21. Applicable Law/ Jurisdiction

The formation of this Contract, its validity, interpretation, execution and settlement of disputes in connection herewith shall be governed by the laws of People's Republic of China,.

Any dispute between the Insured(s) and the Insurer arising from or in connection with this Policy shall be settled through friendly negotiations. Where the two parties fail to reach an agreement after negotiation, such dispute shall be submitted to the one of the following entities.

- (1) China International Economic and Trade Arbitration Commission, Shanghai Commission for arbitration which shall be conducted in accordance with the Commission's arbitration rules in effect at the time of applying for arbitration provided that such arbitration shall be governed by the law of China. The arbitral award is final and binding upon both parties; or
- (2) Courts having jurisdiction for judgment.

The dispute resolution shall be settled and agreed between Insured(s) and the Insurer when the insurance contract is executed. The second one is the implied dispute resolution unless there is a different agreement between Insured(s) and the Insurer

The limitation of action for the insured or the beneficiary to claim for indemnity or insurance benefit against the insurer shall be 2 years, which commences from the date the insured or the beneficiary is aware of or ought to be aware of the occurrence of the insured event.

22. Non-Assignments

This Policy is not assignable. We shall not be affected by notice of any trust, charge, lien, assignment or other dealing with this Policy.

23. Claim Procedures

You must comply with the following stipulated time limits and procedures before any Benefits are payable under this Policy:

- a) Written notice shall be given to Us as soon as possible and in any event, within thirty (30) days after the occurrence of any event, which may give rise to a

claim under this Policy.

- b) A claim form obtainable from Us upon request and all necessary supporting evidence of the occurrence, nature and extent of loss shall then be submitted to Us within sixty (60) days after the occurrence of the event giving rise to a claim under this Policy. All certificates, receipts, information and evidence required by Us shall be Provided by You in the form prescribed by Us and at no cost to Us
- c) We shall have the right and the opportunity through Our medical representatives to examine any Insured Person whenever and as often as may be reasonably required during Our assessment of any claim. In addition, We shall have the right to require an autopsy in the case of death, where this is not forbidden by law or such religious beliefs that are recognized by the law. We will bear the expenses incurred in such examinations, unless We deny Your claim, in which case We shall be entitled to recover all the expenses so incurred from You.

24. Alterations

We reserve the right to vary the Benefits, Cover and amend the terms and conditions of this Policy. We will inform You of the intended amendment at least thirty (30) days prior to the renewal. Unless specifically mentioned, such amendment shall not affect any special conditions or Endorsements applicable at the time of commencement of Cover. No alteration to this Policy shall be valid unless approved in writing by Our authorised representative and reflected in an Endorsement. No broker or agent has the authority to amend or to waive any of the terms and conditions of this Policy.

25. Currency Exchange Rates

Payment of all claims and Benefits will be made in US dollars or Chinese RMB, whichever is the currency in that premium is paid. Charges incurred in any other currency shall be payable in Chinese RMB or US dollars, whichever is the currency in that premium is paid, on the basis of the exchange rate in effect on the date such charges were incurred as stipulated by Us.

26. Clerical Error

A clerical error by Us shall not invalidate insurance Cover otherwise validly in force, nor continue insurance Cover otherwise not validly in force.

27. In the Event of Fraud

In the event that the insured fraudulently reports that an insured event has occurred when no such event has actually occurred, and therefore submits a claim for indemnity or insurance benefit, we shall have the right to rescind the insurance contract without giving any refund of previously collected premiums.

In the event that the policyholder and the insured deliberately cause an insured event to occur, we shall have the right to rescind the insurance contract and shall not be liable for the payment of indemnity or insurance benefit, nor shall the insurer be liable to refund the premium previously collected.

In the event that the policyholder, the insured, following the occurrence of an insured event, forges or alters relevant evidence, material or other proof to fabricate a false cause for such event or exaggerate the degree of damage, we shall bear no obligation to pay indemnity or insurance benefit for the portion of the claim that is falsely reported.

In the event that the policyholder, the insured has undertaken any of the actions described in the previous three paragraphs, which results in ours payment of insurance benefit or expense, the said policyholder, insured or beneficiary shall refund such payment or compensate us.

(C) DESCRIPTION OF BENEFITS

Important Notice

1. The Benefits described below may be subject to maximum Annual Limits, Lifetime Limits, Co-payment and/or a deductible. Please check the Schedule for details. Subject to the terms, conditions, and definitions of the Policy, and in accordance with the limits and percentages stated hereunder, the following Benefits shall be paid for Reasonable and Customary Charges necessarily incurred by an Insured Person.
2. If an Insured Person incurs Covered expenses during the Period of Insurance, We will pay the Benefits below in accordance with the Schedule or any Endorsements. If an event Covered under this Policy occurs during the Period of Insurance, but continues or extends beyond such Period of Insurance, We will only pay the Benefits applicable to that Insured Person in respect of the relevant Period of Insurance where such event first occurred. Additionally, under no circumstances shall any Benefits be payable for expenses incurred after termination or cancellation of the Policy, or of Coverage for such Insured Person, whether or not such expenses were due to Illness or Injury occurring before the termination or cancellation.
3. Unless otherwise provided, this Policy is issued for a period of one year. If the Period of Insurance stipulated in the latest Schedule or Endorsement is less than one year, the Benefits payable under this Policy shall be pro-rated accordingly.

■ Reimbursement and Indemnity Basis

We will pay the Benefits to the respective limits (as specified in the Schedule or Endorsement), in the following manner:

The Covered Expenses actually incurred by an Insured Person; or
Reasonable and Customary Charges;

Dental Treatment

The Company shall reimburse an Insured Person the Reasonable and Customary Charges incurred for Treatment (except for denture) provided by a Registered Dentist up to the maximum amounts as specified in the Schedule.

Preventive & Oral Examination

If an Insured Person incurred expenses for oral examination, prophylaxis which includes scaling and polishing by a registered Dentist, The Company shall make reimbursement for such expenses up to the maximum amount per visit indicated in the Schedule and provided that the Benefit does not exceed the number of visits per year indicated in the Schedule.

Dentures

The Company shall reimburse an Insured Person the Reasonable and Customary expenses incurred for replacement of missing natural teeth and other tissues by artificial appliances, including repair expense of this artificial appliances, up to the maximum amount per tooth as indicated in the Schedule.

Terms for coverage of Pre-existing Dental Conditions

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

- a) From the second policy year onwards and provided that the dental cover has been in force continuously for one full year, the following treatments are entitled

- to reimbursement up to a maximum of Chinese RMB 6,000 (882 US dollars) annually per Insured Person with the aggregate total of all Dental Benefits per Insured Person payable annually not exceeding the amount specified in the Schedule: fillings build-ups, extractions with the exception of wisdom teeth.
- b) From the fourth policy year onwards and provided that the dental cover has been in force continuously for three full years from the first policy year, the following treatments and apparatus are entitled to reimbursement up to a maximum of Chinese RMB6,000 (882 US dollars) annually per Insured Person with the aggregate total of all Dental Benefits per Insured Person payable annually not exceeding the amount specified in the Benefits Schedule: fillings, build-ups, posts, cores, extractions with the exception of wisdom teeth, crowns, inlays, onlays, bridges, dentures, deep cleaning, root planning, root canal treatment, periodontal treatment, replacement of missing teeth, restorative treatment and repair of old crowns, bridges, dentures.
 - c) From the sixth policy year onwards and provided that the dental cover has been in force continually for five full years from the first policy year, all Pre-existing Dental Conditions will be fully covered up to the limit specified in the Schedule.

Dental Definitions

1. Pre-existing Dental Conditions:

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

- a) Teeth missing since before the Effective Date of coverage.
- b) Teeth lost, extracted or damaged, etc. as a result of a condition which existed before the Effective Date of coverage.
- c) Any condition requiring treatment such as fillings, crowns, bridges, dentures, posts, build-ups, inlays, onlays, restorative treatment as a result of an Accident which occurred before the Effective Date of coverage, or as a result of a process of deterioration which started before the Effective Date of coverage, even if the condition had not manifested itself by that date.
- d) Any condition requiring deep-cleaning, root planning, periodontal maintenance, treatment, etc. as a result of a process which started before the Effective Date of coverage, even if the condition had not manifested itself by that date.
- e) Any condition requiring dental or oral surgery as a result of an Accident which occurred before the Effective Date of coverage, or as a result of a process of deterioration which started before the Effective Date of coverage, even if the condition had not manifested itself by that date.

2. Registered Dentist:

A registered dentist authorized in the geographical area of his or her practice to render dental services.

(D) POLICY EXCLUSIONS

No Benefits shall be payable under this Policy for any one of the following occurrences and any events and medical conditions arising from such occurrences (whether directly or indirectly, partially or wholly):

1. **Any period of Hospital confinement unless the entire confinement and all the special Hospital services so rendered and performed had been recommended and approved by a Physician and in accordance with the diagnosis and Treatment of the Illness or Injury for which the Hospital confinement was required.**
2. **All Pre-existing Conditions or any related, associated or consequential Disabilities, unless declared by the Insured Person in the Application form and specifically accepted by Us during underwriting stage and endorsed on the policy.**
3. **Hospitalization or Outpatient primarily for diagnosis, x-ray examinations, or for general physical or medical check up, routine physical examinations, health check-ups or any other tests, where there is no objective indication of impairment of normal health or any Treatment of a preventive nature without medically necessary including vaccinations, acupuncture, or any treatment which is not medically necessary. Otherwise stated and covered in the Policy.**
4. **Pregnancy, Childbirth, abortion, miscarriage, infertility and all complications arising therefrom unless otherwise stated and Covered in the Policy.**
5. **Birth control measures, assisted reproduction, sterilization (or its reversal) or any events arising out of or in connection thereto.**
6. **Circumcision, impotence or any consequence of it.**
7. **Sickness or disease directly or indirectly arising from Venereal Disease, Acquired Immune Deficiency Syndrome (AIDS), any AIDS related condition, or infection by Human Immune-Deficiency Virus (HIV).**
8. **Sex change.**
9. **Costs arise under any legislation or Covered under any corresponding insurance relating to occupational death, Injury, or Illness.**
10. **Congenital Conditions and any physical birth defects arising out of or resulting therefrom.**
11. **Non-Hospital nursing care or ambulatory care, rest cures or sanatoria care, Treatment arising from any geriatric, psycho-geriatric or psychological, emotional, mental or Psychiatric conditions, mental disorder and alcoholism or substance abuse, unless otherwise stated and Covered in the Policy**
12. **Suicide or attempted suicide, self-inflicted injuries or any attempt thereat whether sane or insane. A result of the insured persons were attacked or murdered caused by deliberate act or provocation of the insured persons.**
13. **Eye tests, refractive errors of the eyes, provision of medical appliances and prosthetic devices (including spectacles, hearing aids and wheelchairs and lenses), unless otherwise stated and Covered in the Policy.**

14. Racing of any kind (except on foot), professional sports, parachuting, skydiving, hang-gliding, bungee jumping, diving, horse racing, car racing, mountaineering, rock climbing, martial art game, boxing, wrestling, acrobatic performances, exploration activities or any other high-risk sports and extreme sports.
15. Flying or other aerial activity except as a fare-paying passenger in a fully licensed aircraft operated by a licensed commercial air carrier or recognized Charter Company.
16. Nuclear or chemical contamination, war, invasion, losses by terrorist acts using chemical and/or biological substances, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, direct participation in riot, strike and civil commotion, insurrection or military or usurped power, or active duty in any of the armed forces.
17. The use or any Treatment resulting from the use, of any drugs not licensed by an official governmental control agency of the country in which the drug is given, or drugs used in any circumstances other than in accordance with their licensed indications.
18. Experimental medical Treatment.
19. Developmental delay and/or learning disabilities in Children
20. Cosmetic (aesthetic) or plastic Surgery or Treatment, or any Treatment which relates to or is needed because of previous cosmetic Treatment, provided that this exclusion does not apply to reconstructive Surgery if:
 - a) it is carried out to restore function or appearance after an Accident or following Surgery for a medical condition, provided that the Accident or Surgeon occurred while the Insured Person was Covered under this Policy; and
 - b) it is done at a medically appropriate stage after the Accident or Surgery; and
 - c) the cost of the Treatment is approved by Us in writing before it is done.
21. The removal of fat or surplus tissue from any part of the body whether or not it is needed for medical or psychological reasons, Treatment of obesity, weight reduction or weight improvement.
22. Violation or any attempted violation of the law or resistance or attempted resistance to lawful arrest.
23. All costs relating to cornea, bone marrow, muscular, skeletal or human organ or tissue transplant from a donor to a receptor and all expenses directly or indirectly related to Organ Transplantation (including conditions requiring or likely to require transplantation and status-post transplantation) unless otherwise stated and Covered in the Policy.
24. Treatment of alcohol dependence syndrome or drug addiction.
25. Sleep Apnoea.
26. Pre-existing Dental Conditions as defined hereinabove.
27. Dental procedure not initiated and completed while insured for Dental Benefits under this provision.
28. Expenses incurred for orthodontics, cosmetic purposes, or repair of congenital malformation solely for cosmetic purposes.
29. Expenses incurred for oral hygiene instructions, plaque control programs and dietary instructions.

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