

AIA International Limited

BASIC DEFINITIONS

DEFINITIONS

In this Policy:

“**Accident**” refers to an unforeseen and involuntary event which causes a Bodily Injury.

“**Acquired Immunodeficiency Syndrome**” or “**AIDS**” shall have the meaning ascribed to such term by the World Health Organization from time to time.

“**Activities of Daily Living**” mean the following:

- (a) **Transfer**: Getting in and out of a chair or bed without requiring any physical assistance;
- (b) **Mobility**: The ability to move from room to room without requiring any physical assistance;
- (c) **Continence**: The ability to voluntarily control bladder and bowel functions so as to maintain personal hygiene;
- (d) **Dressing**: Putting on and taking off all necessary items of clothing without requiring assistance of another person;
- (e) **Bathing/Washing**: The ability to wash oneself in the bath or shower (including getting in or out of the bath or shower) or wash oneself by any other means; and
- (f) **Eating**: All tasks of getting food into the body once it has been prepared.

“**Basic Policy**” means this Policy (as may be amended by endorsement from time to time).

“**Bodily Injury**” means an abnormal bodily condition caused solely and directly by Accident and independently of any other cause such as illness or disease that occurs while this Policy is in force, and is evidenced by external signs such as contusion, bruise and wound.

“**Chinese Bone-setter**” means an Independent Person who is a bonesetter registered with the Chinese Medicine Council of Hong Kong according to the Chinese Medicine Ordinance including any of its subsequent amendment or enactment or with the local medical authorities at the place of treatment if such treatment is received outside Hong Kong.

“**Commercial Aircraft**” means a certified passenger aircraft provided by a commercial airline on any regularly scheduled flight, and operated by a properly certified pilot flying between duly established and maintained airports, and which is certified and authorized by local government authorities for the transport of fare-paying passengers.

“**Company**”, “**we**”, “**us**” or “**our**” means AIA International Limited.

“**Confinement**” or “**Confined**” means admission of the Insured to a Hospital as an In-Patient for a minimum period of six (6) hours upon the recommendation of a Physician, followed by a continuous stay in the Hospital prior to the Insured’s Discharge. Confinement will be evidenced by a daily room/room & board charge by the Hospital.

“**Contingent Owner**” means the person named by the Owner as “Contingent Owner” in the Company’s prescribed form, who may become the Owner pursuant to the “CHANGE OF OWNERSHIP” provisions under the “OWNERSHIP PROVISIONS” of the Policy. It is only applicable for Policy with Insured under 18 years old when the Policy is issued.

“**Covered Countries or Places**” means Hong Kong, Macau, Taiwan, Singapore, Malaysia, Thailand, Japan, South Korea, Canada, United States of America, Austria, Belgium, Denmark, Finland, France, Germany, Greece, Iceland, Ireland, Italy, Luxembourg, Monaco, Netherlands, Norway, Portugal, Spain, Sweden, Switzerland, United Kingdom, Australia, New Zealand and other country(ies) or place(s) that may be added to the Basic Policy by endorsement from time to time.

“**Discharge**” means the departure of the Insured from the Hospital, following finalization of all formal procedures within the Hospital to end the Confinement and billing of outstanding charges for full settlement, with no room or bed retained for the Insured at the Hospital.

“**Grace Period**” has the meaning ascribed to such term under the PREMIUM PROVISIONS.

*** End of page ***

AIA International Limited

“Hospital” means a lawfully operated institution for the care and treatment of injured or ill persons which provides facilities for diagnosis, major surgery and full time nursing service and is not primarily a rest or convalescent home, or similar establishment or other than, incidentally, a place for alcoholics or drug addicts.

“In-Patient” means Confinement as a registered resident bed patient in a Hospital for a Bodily Injury, where the Insured uses and is charged for the room and board facilities of the Hospital.

“Independent Person” means a person other than (a) the Owner or the Insured; (b) an immediate family member of the Owner or the Insured; (c) a business partner of the Owner or the Insured; (d) the employer or employee of either the Owner or the Insured; (e) an insurance agent of the Company; or (f) an insurance representative of the Owner or the Insured.

“Insured” means the person as shown on the Policy Information Page as the “Insured”.

“Issue Age” in relation to the age of the Insured, means the age shown on the Policy Information Page as the “Issue Age”.

“Issue Date” or **“Commencement Date”** is the date when coverage under this Policy takes effect. The Issue Date is shown on the Policy Information Page and the Commencement Date is indicated in the relevant endorsement if the original terms and coverage of the Policy are changed subsequently. Commencement Date is also the date of reinstatement of the Policy in case of any reinstatement.

“Issuing Office” means 1) where this Policy is issued in Hong Kong, AIA International Limited in Hong Kong at the address shown on the Policy Information Page; 2) where this Policy is issued in Macau, AIA International Limited in Macau at the address shown on the Policy Information Page; or 3) such other address (if any) as we may notify you in writing from time to time.

“Licensed or Graduate Physiotherapist” shall mean any person who is legally authorized by the government of the geographical area of his/her practice to perform physiotherapy services but excluding a Physiotherapist who is the Insured himself, an insurance agent, business partner(s) or employer/employee of the Insured or a member of the Insured’s immediate family.

“Maturity Date” means the date shown on the Policy Information Page as “Maturity Date”.

“Medically Necessary” is a medical service or supply, when in the Company’s opinion it is consistent with generally accepted professional standards of medical practice and required to establish a diagnosis and provide treatment, which cannot be safely delivered in a lower level of medical care. Experimental, screening and preventive services or supplies are not considered medically necessary.

“Owner”, “you” or “your” is the person who owns this Policy and shown on the Policy Information Page as the “Owner”, subject to the “CHANGE OF OWNERSHIP” provisions under the “OWNERSHIP PROVISIONS” of the Policy, if applicable.

“Out-Patient” refers to medical or surgical services provided in connection with treatment for Bodily Injury given in a private medical clinic, or in the out-patient department or emergency treatment room of a Hospital where the Insured has not been Confined (as the case may be).

“Paid Up Date”, in relation to the Basic Policy, means the Policy Anniversary occurring the number of years following the Policy Date as shown under the column of “No. of Years Premiums Payable” on the Policy Information Page.

“Physician” or **“Registered Medical Practitioner”** means only a person qualified by degree in western medicine legally authorized in the geographical area of his practice to render medical or surgical services but excluding a Physician who is the Insured himself, an insurance agent, business partner(s) or employer/employee of the Insured or a member of the Insured’s immediate family.

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“Policy” consists of:

- (a) Basic Policy (including schedules);
- (b) Policy Information Page;
- (c) application for the Basic Policy, including the application forms (if any), any subsequent amendments, declarations and statements duly made by the Owner and/or the Insured; and
- (d) endorsements to this Policy (if any).

“Policy Anniversary” means the same date of each subsequent year as the Policy Date. If the Policy Date is 29 February of a leap year, then the Policy Anniversary will be 28 February in non-leap year.

“Policy Date” as shown on the Policy Information Page, means the date from which Policy Anniversaries, Policy Years, policy months and premium due dates are determined.

“Policy Information Page” means the schedule headed “Policy Information Page” issued in connection with this Basic Policy.

“Policy Year” means each twelve-month period starting on the Policy Date.

“Pre-existing Condition” means any physical condition that was diagnosed, treated, or for which a Registered Medical Practitioner was consulted, or the existence of symptoms of any illness or disease at any time prior to the Issue Date or the last Commencement Date, whichever is later.

“Presumptive Disability” means the occurrence of any of the following:

- (1) Total and irrecoverable loss of sight of BOTH eyes;
- (2) Severance of TWO limbs at or above wrist or ankle; or
- (3) Total and irrecoverable loss of sight of ONE eye and loss by severance of ONE limb at or above the wrist or ankle.

“Reasonable and Customary” in relation to a fee, a charge or an expense, means any fee or expense which (a) is charged for treatment, supplies (inclusive of medication) or medical services that are Medically Necessary and in accordance with standards of good medical practice for the care of an injured person under the care, supervision or order of a Registered Medical Practitioner; (b) does not exceed the usual level of charges for similar treatment, supplies (inclusive of medication) or medical services in the locality where the expense is incurred; and (c) does not include charges that would not have been made if no insurance existed. The Company reserves the right to determine whether any particular Hospital/medical charge is a Reasonable and Customary charge with reference but not limited to any relevant publication or information made available, such as schedule of fees, by the government, relevant authorities and recognized medical association in the locality. The Company reserves the right to adjust any and all benefits payable in relation to any Hospital/medical charges which in the opinion of the Company’s medical examiner is not a Reasonable and Customary charge.

“Reasonable and Customary Hospital Confinement” in relation to a Confinement, means a Confinement in a Hospital for Bodily Injury which is Medically Necessary, where the admission of the Insured, length of Confinement, and medical services and treatment received during Confinement: (a) are all in accordance with standards of good medical practice; and (b) do not exceed the usual standard for the treatment of similar Bodily Injury at the location where such Confinement takes place. For the avoidance of doubt, a Confinement is not a Reasonable and Customary Hospital Confinement if it is in respect of a medical procedure or treatment which, having regard to standards of good medical practice: i) is routinely performed on other patients on an Out-Patient basis; and ii) could reasonably have been performed on the Insured as an Out-Patient.

“Schedule of Benefits” means the Schedule of Benefits of the Here For You Refundable Accident Plus attached to this Policy.

“Special Terms” means the special terms you have agreed for your Policy, if any, (including, but not limited to, special terms to reflect increased risks in relation to residence, nationality or health).

*** End of page ***

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“Total Basic Premiums Paid” means the total amount of due and payable premium(s) paid to the Basic Policy and received by the Company from the Policy Date up to the date of termination of the Basic Policy. For the avoidance of doubt, Total Basic Premiums Paid does not include any Prepaid Premium or Overpayment under the PREMIUM PROVISIONS.

“Total and Permanent Disability” or **“Disability”** means complete and continuous inability of the Insured due to Bodily Injury to perform or engage in any gainful work, occupation or business for which he is reasonably qualified or fitted by knowledge, training or experience.

In order for us to determine for claim purposes the total and permanent character of the Insured's disability, it is mandatory that the disability must be uninterrupted for at least six (6) months from its date of commencement except in cases of Presumptive Disability where we immediately recognize the Disability as being total and permanent in nature.

“War” means war, whether declared or not, civil or foreign, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

*** End of page ***

SAMPLE

AIA International Limited

GENERAL INTERPRETATION AND APPLICATION

Where the context requires, words importing one gender shall include the other gender, and singular terms shall include the plural and vice versa.

Headings are for convenience only and shall not affect the interpretation of this Policy. References to sections, clauses, provisions and schedules are to sections, clauses, provisions and schedules to this Policy.

Schedule(s) to this Policy form part of this Policy.

*** End of page ***

SAMPLE

AIA International Limited

Your Basic Policy is called Here For You Refundable Accident Plus which provides the following benefits subject to the terms and conditions set out herein.

BENEFIT PROVISIONS

1. ACCIDENTAL TOTAL AND PERMANENT DISABILITY BENEFIT

While this Policy is in force, if the Insured, as a result of an Accident, suffers from

- (a) Total and Permanent Disability on or before the Policy Anniversary following the sixty-fifth (65th) birthday of the Insured;
- (b) Presumptive Disability; or
- (c) inability to perform three (3) or more Activities of Daily Living uninterruptedly for at least six (6) months from its date of commencement,

we shall pay an Accidental Total and Permanent Disability Benefit as shown in the Schedule of Benefits. If the attained age of the Insured is less than 18 years old, only clause 1(b) above is applicable for the purpose of this clause.

For the avoidance of doubt, for clause 1(a) and 1(c) above, premium continues to be payable during the six (6) months from the time when the Accident first manifests to the time when the Insured is qualified to make a claim. Premium also continues to be payable during the period of claims processing.

This Policy shall terminate on the date Accidental Total and Permanent Disability Benefit is paid.

2. ACCIDENTAL MEDICAL EXPENSES REIMBURSEMENT BENEFIT

While this Policy is in force and subject to the maximum amount per Accident for the Accidental Medical Expenses Reimbursement Benefit as shown in the Schedule of Benefits (or in the relevant endorsement if such amount is changed subsequently) and the terms and conditions set out herein, we shall reimburse the Reasonable and Customary charges for actual expenses incurred within fifty-two (52) weeks from the date of an Accident for:

- (a) Medically Necessary medical or surgical treatment of the Insured for a Bodily Injury by a Registered Medical Practitioner;
- (b) Medically Necessary Confinement of the Insured in Hospital for a Bodily Injury;
- (c) Medically Necessary X-ray examinations and/or other laboratory examinations prescribed by a Registered Medical Practitioner for a Bodily Injury;
- (d) Drugs and medicines prescribed by the attending Physician for a Bodily Injury;
- (e) Dressing, braces, supports, splints, plaster casts and/or rental of wheelchair prescribed by a Registered Medical Practitioner for a Bodily Injury;
- (f) Medically Necessary treatment by a Licensed or Graduate Physiotherapist which is prescribed by a Registered Medical Practitioner for a Bodily Injury; and/or
- (g) Ambulance service to or from the Hospital of Confinement for a Bodily Injury.

For the avoidance of doubt, Chinese bone-setting and chiropractor treatment are excluded from this benefit.

3. ACCIDENTAL BONE-SETTING BENEFIT

While this Policy is in force and subject to the maximum amount per visit for the Accidental Bone-setting Benefit as shown in the Schedule of Benefits (or in the relevant endorsement if such amount is changed subsequently) and the terms and conditions set out herein, we shall reimburse the Reasonable and Customary charges for actual expenses incurred for Medically Necessary Chinese bone-setting treatment of the Insured for a Bodily Injury by a Chinese Bone-setter. This benefit is subject to an aggregate maximum of six (6) visits per Policy Year with one (1) visit allowed per day.

*** End of page ***

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4. ACCIDENTAL HOSPITAL INCOME BENEFIT

While this Policy is in force, if the Insured is Confined in a Hospital due to a Bodily Injury caused by an Accident, we shall pay an Accidental Hospital Income Benefit in the amount shown in the Schedule of Benefits (or in the relevant endorsement if such amount is changed subsequently) for each day of Confinement of the Insured, provided that the Confinement is a Reasonable and Customary Hospital Confinement and is evidenced by a daily room or room and board charge by the Hospital. This benefit is restricted to one payment of the Accidental Hospital Income Benefit for each day of Confinement, and is subject to a maximum of ninety (90) days for the same Accident.

However, if the Confinement occurs in People's Republic of China, the Accidental Hospital Income Benefit will be subject to a maximum of seven (7) days for the same Accident.

For the avoidance of doubt, all hospitalization arising from the same cause including any and all complications therefrom within one hundred and eighty (180) days following the latest date of Discharge from a Hospital shall be considered as the same Accident.

5. ACCIDENTAL IN-PATIENT SURGICAL CASH BENEFIT

While this Policy is in force, if the Insured is Confined in a Hospital and undergoes an In-Patient surgical procedure which, in the opinion of a Physician, is Medically Necessary for the treatment of a Bodily Injury, we shall pay an Accidental In-Patient Surgical Cash Benefit as shown in the Schedule of Benefits (or in the relevant endorsement if such amount is changed subsequently) provided that such In-Patient surgical procedure is performed within one hundred and eighty (180) days from the date of the Accident. For the avoidance of doubt, surgical procedures performed on an Insured on an Out-Patient basis are excluded from this benefit.

This benefit is restricted to one (1) payment of the Accidental In-Patient Surgical Cash Benefit for each Confinement.

If the surgical procedure is performed in a Hospital outside the Covered Countries or Places, the Accidental In-Patient Surgical Cash Benefit shall be reduced to fifty percent (50%) of the amount shown in the Schedule of Benefits (or in the relevant endorsement if such amount is changed subsequently) for each Confinement.

For the avoidance of doubt, if the Insured undergoes more than one (1) In-Patient surgical procedures during the same Confinement, we shall only pay the Accidental In-Patient Surgical Cash Benefit once for such Confinement as a result of undergoing such In-Patient surgical procedures.

In determining the limitation for the Accidental In-Patient Surgical Cash Benefit, two or more periods of Confinement will be regarded as one and the same Confinement if such periods of Confinement: (i) relate to the same (or a related) Bodily Injury, or to any complications arising therefrom; and (ii) are separated by ninety (90) days or less (i.e. excluding the day of the Insured's admission to or Discharge from Hospital) from the immediately preceding covered Confinement.

For any surgical procedure performed on an Insured on an In-Patient basis, we reserve the right to reject any claim or decline any liability for such surgical procedures that we deem not being Medically Necessary. The classification of a medical procedure to be a surgical procedure must be supported by our medical director who may base his/her opinion on the medical evidence submitted by the Insured and/or any additional evidence he/she may require. In the event of any dispute or disagreement regarding such classification, we shall have the right to select and appoint an independent acknowledged expert in the medical field concerned, and the opinion of such expert as to such classification shall be binding on both the Insured and us.

*** End of page ***

AIA International Limited

6. TERMINATION BENEFIT

Upon the termination of this Policy in accordance with the TERMINATION CLAUSE of the GENERAL PROVISIONS, the Company shall pay a Termination Benefit being an amount equal to a percentage of the Total Basic Premiums Paid, such percentage is to be determined according to the time when such termination occurs as set out in the below Schedule of Termination Benefit.

Schedule of Termination Benefit	
Time of Termination of this Policy	Termination Benefit (Percentage of Total Basic Premiums Paid)
Before the sixth (6th) Policy Anniversary	0%
On or after the sixth (6th) Policy Anniversary and before the eleventh (11th) Policy Anniversary	50%
On or after the eleventh (11th) Policy Anniversary and before the sixteenth (16th) Policy Anniversary	80%
On the sixteenth (16th) Policy Anniversary	100%

For the avoidance of doubt, the Termination Benefit shall not constitute a death benefit.

LIMITATION OF BENEFIT

We are not liable for any Confinement, surgery and/or other medical treatment within the scope of coverage of this Policy for which compensation or reimbursement is payable by any government, company or insurer under any law, medical program, or other insurance policy (including any reimbursement from other policies issued by the Company or AIA Company Limited), except to the extent that such compensation or reimbursement is not reimbursed by such law, medical program or other insurance policy.

*** End of page ***

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EXCLUSIONS

This Policy shall not apply to any event which:

1. is consequent on War, invasion, insurrection, revolution, use of military power or usurpation of government or military power;
2. is consequent on violation or attempted violation of the law or resistance to arrest;
3. is consequent on the Insured engaging in or taking part in naval, military or air force service or operations, or handling of explosives and demolition materials and while under orders for restoration of public order, whether in time of peace or War;
4. is directly or indirectly consequent on the Insured engaging in air travel, except as a fare paying passenger in any properly licensed private and / or Commercial Aircraft, or as a crew member in a properly licensed Commercial Aircraft operated by a commercial passenger airline on a regular scheduled passenger trip over its established passenger route;
5. results from suicide or attempted suicide or self-inflicted Bodily Injury, or from deliberate exposure to exceptional danger (except in an attempt to save human life), or is sustained whilst the Insured is in a state of insanity;
6. in the case of a woman is attributable wholly or in part to childbirth, miscarriage, pregnancy or any complications concerning therewith notwithstanding that such event may have been accelerated or induced by Bodily Injury;
7. is caused as a consequence of any kind of disease or illness (including food poisoning);
8. is consequent on any Pre-existing Condition;
9. relates to treatment for dental care or surgery, unless necessitated by Bodily Injury caused by an Accident to sound natural teeth (excluding denture and related expenses);
10. relates to cosmetic or plastic surgery, or any elective surgery or congenital anomalies, apart from reconstructive surgery required by Bodily Injury caused by an Accident;
11. relates to routine health checks, screening and preventive care/checking, or investigations not directly related to the Bodily Injury for which the Insured is admitted or convalescence, custodial or rest care, or any admission that is not Medically Necessary;
12. is consequent on the Insured engaging in a sport in a professional capacity or where the Insured would or could earn income or remuneration from engaging in such sport;
13. is consequent on treatment of alcoholism, drug abuse or any other complications arising therefrom, or Accidents caused by and whilst under the influence of drugs or alcohol;
14. is consequent on the Insured engaging in any hazardous sports (including but not limited to hang-gliding, parasailing, rock climbing or mountaineering normally involving the use of ropes or guide, parachuting, bungee jumping, racing on wheels or on horse or scuba diving); or
15. is caused as a consequence of Acquired Immunodeficiency Syndrome (AIDS) or any complications associated with infection by any Human Immunodeficiency Virus (HIV).

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AIA International Limited

GENERAL PROVISIONS

THE CONTRACT

Your Policy is a legally enforceable agreement between you and us. This Policy comes into force on the Issue Date provided you have paid the full amount of the first premium and have submitted a signed and dated application (if any).

The plan name of the Basic Policy is shown under the Schedule of Benefits and Premiums of the Policy Information Page.

We rely on the information you provide in your application in deciding whether or not to accept your application. We also rely on such information to decide at our sole and absolute discretion whether or not we need to apply Special Terms to your Policy. We will treat all statements made in your application (in the absence of fraud) to be representations and shall form the basis of the contract.

If your application omits facts or contains materially incorrect or incomplete facts, we have the right to declare the Policy void.

INCONTESTABILITY

Except for fraud or non-payment of premiums, we will not contest the validity of this Policy after it has been in force during the lifetime of the Insured for a continuous period of two (2) years from the Issue Date or Commencement Date, whichever is later.

MISSTATEMENT OF AGE AND/OR SEX

If the Insured's age or sex was misstated in your application, the amount payable by us under your Policy will be adjusted at the time we make any payment under the Policy.

Where a higher premium would have applied on the basis of the correct age and sex, we will adjust the benefit payable based on what the premiums paid would have provided at the Insured's correct age and sex.

Where a lower premium would have applied on the basis of the correct age and sex, we will refund any surplus premium paid without interest.

Where the Insured would not have satisfied our insurability requirements on the basis of the correct age and sex, we have the right to declare the Policy void and our liability under the Policy will be limited to return of premiums paid (without interest) less any Policy Debt.

We have the right to require proof of the Insured's age to our satisfaction at the time of processing any claim or payment of any benefit under your Policy.

FREEDOM FROM RESTRICTION

Unless otherwise specified, this Policy contains no restrictions with respect to the Insured's residence, travel or occupation.

MODIFICATIONS

No variation to the Policy (or any waiver of any term or condition of the Policy) will be binding unless evidenced by an endorsement signed by our duly authorised officer.

CURRENCY AND PLACE OF PAYMENT

All amounts payable under this Policy either to or by us shall be made in the currency shown on the Policy Information Page provided that we shall have the absolute discretion to accept payment in another currency. All amounts due from us will be payable by our Issuing Office.

*** End of page ***

AIA International Limited

OWNERSHIP PROVISIONS

Owner

The Owner is the only person entitled to exercise any right or privilege provided under the Policy.

Change of Ownership

While this Policy is in force, you may change ownership of this Policy by filing a written notice on the Company's prescribed form. Any change of ownership of this Policy shall be conditional upon the satisfaction of customer due diligence and other applicable requirements under Anti-Money Laundering and Counter-Terrorist Financing (Financial Institutions) Ordinance and other applicable guidelines, and any such change will not be effective until such change is evidenced by an endorsement issued by us. We are not responsible for any written notice of a change of ownership received by us pending issue of an endorsement.

If and when the Owner dies:

- (a) If the Insured is 18 years old or above and no Contingent Owner is named, the Insured will become the Owner of this Policy.
- (b) If the Insured is 18 years old or above and a Contingent Owner is named, the Insured will become the Owner of this Policy.
- (c) If the Insured is less than 18 years old and a Contingent Owner is named, the Contingent Owner will become the Owner of this Policy.
- (d) If the Insured is less than 18 years old and no Contingent Owner is named, the successor to the Owner's estate will become the Owner of this Policy.

PAYMENT OF BENEFITS

All benefits payable under the Policy will be paid to the Owner if the Owner is alive, otherwise to the Owner's estate.

CLAIMS PROCEDURE

- (a) Notice of Claim – Subject to applicable law, written notice of claim must be given to the Company within thirty (30) days after the date of the Accident causing the Bodily Injury. Failure to give notice within such time shall not invalidate any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as reasonably possible.
- (b) Proof of Loss – The Company, upon receipt of such notice of claim, shall furnish to the claimant forms for filing proof of loss, which must be fully and truthfully completed by the claimant and by such other person as we may reasonably require. If the forms are not furnished within fifteen (15) days, the claimant, by submitting written proof covering the occurrence, character and extent of the loss for which the claim is made, shall be deemed to have complied with the requirement of this provision. Affirmative proof of loss must be furnished to the Company within ninety (90) days after the date of loss for which claim is made.
- (c) Medical Examination – The Company shall have the right to require any additional proof and request medical examination(s) of the Insured when and as often as it may reasonably require during the period when the claim is pending.

*** End of page ***

AIA International Limited

TERMINATION

This Policy shall automatically terminate on the occurrence of the earliest of the following:

- (a) the surrender of the Policy;
- (b) the death of the Insured;
- (c) the Maturity Date of the Policy;
- (d) the lapse of the Policy following the expiry of the Grace Period; and
- (e) payment of any benefit under the Basic Policy that triggers termination of the Basic Policy.

Termination of your Policy will not affect any claim or benefit arising prior to such termination unless otherwise stated.

NO THIRD PARTY RIGHTS

A person who is not a party to this Policy (including but not limited to the Insured or the beneficiary) has no right to enforce any of the terms of this Policy.

*** End of page ***

SAMPLE

AIA International Limited

PREMIUM PROVISIONS

PAYMENT

While the Insured is living, all premiums are payable to us on or before their due dates until the Paid Up Date. Payment shall be made to us either at our Issuing Office or to our authorized officer or cashier. Any premium(s) paid to us but not yet due ("Prepaid Premium") and / or any payment in excess of premium(s) currently due and payable ("Overpayment") shall, subject to any maximum amount as determined by us from time to time, accumulate interest at such interest rates as we may determine from time to time. We reserve the right to reject any Prepaid Premium and / or Overpayment paid to us in excess of such maximum amount. You may withdraw the Prepaid Premium or Overpayment and / or any interest thereon in accordance with our procedures. The balance of any Prepaid Premium, Overpayment and / or interest thereon that is not withdrawn shall be automatically used to offset any premium due and payable which is not paid within the Grace Period.

CHANGE

You may change the frequency of premium payments by written request. Subject to our minimum premium requirements, premiums may be paid on an annual or monthly mode at the premium rates applicable on the Issue Date.

DEFAULT

After payment of the first premium, failure to pay a subsequent premium on or before its due date will constitute a default in premium payment.

GRACE PERIOD

A grace period of thirty-one (31) days from the due date ("**Grace Period**") will be allowed for payment of each subsequent premium. The Policy will remain in force during this period. If any premium remains unpaid at the end of its Grace Period, the Policy shall lapse.

DEDUCTION OF PREMIUM

Any balance of the premium due for the full Policy Year in which the claim occurs shall be deducted from the amount payable under the Policy.

*** End of page ***

AIA International Limited

REINSTATEMENT

If your Policy lapses following the non-payment of premium within the Grace Period, you may request for your Policy to be reinstated within one (1) year from the due date of the premium in default provided all of the following conditions are met:

- (a) your request is submitted in writing on the Company's prescribed form to our Issuing Office;
- (b) evidence to our satisfaction of insurability (including, but not limited to, evidence of the Insured's health status), is submitted to us;
- (c) the amount of overdue premium as we may determine is paid to us with interest;
- (d) the amount of Termination Benefit paid as at the date of lapse is repaid to us with interest; and
- (e) you have not surrendered the Policy.

We may refuse your application for reinstatement at our sole discretion and without being required to give any reason for our decision.

Upon reinstatement, you will be required to repay to us all of the Termination Benefit paid to you at the time your Basic Policy lapsed and the Policy will be in force from the relevant Commencement Date (being the date of reinstatement of the Policy). Interest on overdue premiums and Termination Benefit (if any) will be compounded to the date of reinstatement at an annual rate determined by us.

No cover is provided under this Policy during the period starting from the date on which the Policy lapses and ending on the date of reinstatement.

*** End of page ***

AIA International Limited

SCHEDULE OF BENEFITS

	Plan 1	Plan 2	Plan 3	Plan 4
Accidental Total and Permanent Disability Benefit	HK\$150,000	HK\$300,000	HK\$600,000	HK\$1,000,000
Accidental Medical Expenses Reimbursement Benefit (per Accident)	HK\$1,200	HK\$2,300	HK\$3,000	HK\$5,800
Accidental Bone-setting Benefit (per visit)	HK\$150	HK\$150	HK\$150	HK\$150
Accidental Hospital Income Benefit (per day)	HK\$250	HK\$400	HK\$450	HK\$700
Accidental In-Patient Surgical Cash Benefit (per Confinement)	HK\$1,300	HK\$2,000	HK\$2,300	HK\$3,500

*** End of page ***

SAMPLE

AIA International Limited

WORLDWIDE EMERGENCY ASSISTANCE SERVICES ENDORSEMENT

BENEFITS

When as the result of an Accident or sudden and unexpected Sickness during the course of the Insured's Trip traveling outside the country or place of which the Insured was a permanent resident at the time the Trip commenced (being Hong Kong, Macau or the People's Republic of China, as the case may be), AIA International Assistance Service (AIAS) (the worldwide emergency assistance / support services provided by the Company's appointed service provider(s) ("Provider")), acting on behalf of us, will organize and implement the following coverages using the means and services best adapted to the physical condition of the Insured.

1. 24-HOUR WORLDWIDE TELEPHONE ENQUIRY SERVICES

While the Policy is in force, a 24-hour worldwide telephone enquiry service will be provided to the Insured for travel matters, before or during the Insured's Trip.

The 24-hour worldwide telephone enquiry service is limited to telephone enquiry services in relation to travel matters. We will not be held responsible for any costs or expenses (including any medical or legal costs, and costs for any other services) incurred by the Insured and / or you arising out of or in relation to following any advice or referral given by or from the 24-hour worldwide telephone enquiry service.

The 24-hour worldwide telephone enquiry service is provided on a best-effort basis and may not be available due to logistical problems, such as time, distance, location, or any other factors that are not within the control of the Company or the Provider. Without prejudice to the provisions "GENERAL TERMS AND CONDITIONS" of this Endorsement, the Company or the Provider shall not be held liable or responsible for any damages or losses whatsoever suffered by the Insured for the failure, delay or omission in the delivery of this 24-hour worldwide telephone enquiry services.

2. HOSPITALISATION ASSISTANCE

If the Insured suffers a Serious Injury or Sickness commenced during the Insured's Trip outside the country or place of which the Insured was a permanent resident at the time the Trip commenced (being Hong Kong, Macau or the People's Republic of China, as the case may be), and if the Insured is without means of payment of the required hospital admission deposit, the Provider will on behalf of the Insured guarantee such payment, subject to prior approval by the Company. The Provider will monitor the Insured's medical condition and update the Company or the family of the Insured.

3. EMERGENCY MEDICAL EVACUATION AND REPATRIATION

If the Insured suffers a Serious Injury or Sickness commenced during the Insured's Trip outside the country or place of which the Insured was a permanent resident at the time the Trip commenced (being Hong Kong, Macau or the People's Republic of China, as the case may be), and if, in the absolute opinion of the Provider or its authorized representative, it is judged medically appropriate with regard to relevant factors (such as the Insured's medical situation and the treatments that the Insured has been undertaking), the Provider will organize emergency medical transport to the nearest medical facility that is adequately equipped to treat the Insured's medical condition. Depending upon the medical severity of the Insured's condition, the Insured will be transported by airplane, road or air ambulance, rail or other suitable and available means. Except as may be included under Covered Expenses (as defined herein), medical expenses, including but not limited to the cost of medical treatment at the nearest medical facility to which the Insured has been transported for treatment, are not covered hereunder.

After local treatment, and if in the absolute opinion of the Provider that it is judged medically appropriate, the Provider will organize emergency medical transport back to the country or place of which the Insured was a permanent resident at the time the Trip commenced (being Hong Kong, Macau or the People's Republic of China, as the case may be).

4. REPATRIATION OF REMAINS

If the Insured dies during a Trip, the Provider will organize the repatriation of the Insured's body to the country or place of which the Insured was a permanent resident at the time the Trip commenced (being Hong Kong, Macau or the People's Republic of China, as the case may be). The costs of burial, embalming, casket and ceremonies are not covered unless this is mandatory under the local legislation.

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AIA International Limited

5. CHINA ASSIST CARD SERVICE

If the Insured suffers a Serious Injury or Sickness commenced during the Insured's Trip in the People's Republic of China, the Company will arrange through the Provider to guarantee payment of the Hospital admission deposit on behalf of the Insured to the Appointed Hospitals.

The coverage hereunder for Covered Expenses under the items above (except item 1) is subject to a maximum aggregate limit of HK\$/MOP 500,000 or its equivalent of emergency assistance benefits payable under all policies insuring the same life issued by the Company or AIA Company Limited (whether in Hong Kong or otherwise), including this Policy, which are providing emergency assistance services coverage of the same or a similar type.

IN CASE OF MEDICAL EMERGENCY

In case of serious medical emergency the Insured must contact the Provider immediately. There will be assistance operators ready to respond twenty-four (24) hours a day.

After this preliminary contact the Provider's medical team, in consultation with both the attending Registered Medical Practitioner(s) and/or the Insured's habitual Registered Medical Practitioner(s), will in their absolute discretion decide which means of medical transport and/or medical center and/or medical care is most appropriate to the Insured's medical situation.

In case of evacuation or repatriation due to covered Accident or Sickness the Provider will pay Covered Expenses directly to the medical transport organization.

Any expenses for a service not approved and arranged by the Provider or an authorized representative of the Provider shall not be covered under this Endorsement. However, the Company may at its absolute sole discretion consider reimbursing the expenses, or any part thereof, for services not approved or arranged by the Provider or an authorized representative of the Provider if it is proved to our satisfaction that the Insured and the Insured's traveling companions cannot, for reasons beyond their reasonable control, contact or notify the Provider during an emergency medical situation. Any such reimbursement will be limited to those expenses incurred for services that would have been provided by the Provider under the same circumstances.

When the Insured's transportation or that of other people traveling with the Insured is paid for by us, we are entitled to request any unused transportation tickets of the Insured or the Insured's traveling companion(s), as the case may be.

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GENERAL TERMS AND CONDITIONS

- (a) In the event that authorization of payment and/or payment is made by the Company or the Provider or an authorized representative of the Provider for an emergency assistance claim which is not covered under this Endorsement, the Company or the Provider or an authorized representative of the Provider reserves the right to recover the said sum from the Insured.
- (b) The Company or the Provider cannot be held liable for defaults or delay in the execution of services in the event of strikes, riots, any act of sabotage or terrorism, civil or foreign war, release of heat or irradiation coming from the splitting of nuclei of atoms, radioactivity, other accidents or case of natural catastrophe.

All interventions by the Provider are conducted within the context of the national and international laws and regulations and are dependent on all necessary authorizations and permits being obtained from the competent authorities.

- (c) The coverage under this Endorsement shall automatically terminate by the occurrence of the earliest of the following:
- i) this Basic Policy terminates;
 - ii) on the Policy Anniversary on or immediately following the seventy-second (72) birthday of the Insured;
 - iii) taking up of permanent residency in a jurisdiction other than the country or place of which the Insured was a permanent resident at the time the Trip commenced (being Hong Kong, Macau or the People's Republic of China, as the case may be); or
 - iv) any specific loss for which any benefit of Repatriation of Remains is payable under this Endorsement.
- (d) The Provider or the authorized representative of the Provider is not our agent and we shall not be held liable or responsible for the act or omission of such provider.

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EXCLUSIONS

Exclusions of the Policy do not apply and are replaced with the following for purposes of this Endorsement.

Benefits under this Endorsement will not be provided for any expenses or loss resulting in whole or in part from the following occurrences:

- (a) War declared or undeclared, invasion, civil war, revolution, and any warlike operations;
- (b) Treatment of alcoholism, or drug abuse or any other complications arising therefrom, or Accidents and/or illnesses caused by and whilst under the influence of drugs or alcohol;
- (c) The Insured commencing his Trip contrary to medical advice, or with intention to obtain medical treatment or after a terminal prognosis has been made;
- (d) Suicide, attempted suicide or intentionally self-inflicted Injury;
- (e) The Insured engages or takes part in hang-gliding, parasailing, parachuting or any sports undertaken on a professional or competitive basis;
- (f) The Insured engaging in air-travel except flying as a fare-paying passenger in or on any aircraft operated by a commercial passenger airline on a regularly scheduled passenger trip over its established passenger route;
- (g) The Insured engaging in services in any of the armed forces;
- (h) Violation or attempted violation of the law or resistance to arrest;
- (i) Pre-existing Conditions;
- (j) Childbirth, pregnancy and its Complications of Pregnancy;
- (k) Mental or nervous disorders;
- (l) Cosmetic or plastic surgery, or any elective surgery; or
- (m) Any loss that is covered by any other existing insurance scheme, government program or which will be paid or refunded by a hotel, airline, travel agent or organizer, or any other providers of travel and/or accommodation.

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CANCELLATION

We reserve the right to cancel this Endorsement at any time by giving a 30-day prior written notice to the Owner.

BASIC DEFINITIONS

“Accident” shall mean any bodily Injury, unintentional on the part of the Insured, resulting directly from the sudden action of an external cause and independently of all other causes, of which the Insured is a victim.

“Appointed Hospitals” means any Hospital appearing on the list of Hospitals provided by the Company.

“Complications of Pregnancy” refers to those conditions requiring hospital stays (when the pregnancy is not terminated) whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity. Complications of pregnancy also include non elective Caesarean section, ectopic pregnancy which is terminated and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible.

“Covered Expenses” shall mean expenses for transportation, medical services and / or medical supplies necessarily incurred in connection with service provided and / or arranged by the Provider or an authorized representative of the Provider for emergency medical evacuation of the Insured or repatriation of the Insured’s remains.

“Hospital” shall mean any lawfully operated institution for the care and treatment of injured or ill persons and which provides facilities for diagnosis, major surgery and full time nursing service and is not primarily a rest or convalescent home or similar establishment or other than incidentally, a place for alcoholics or drug addicts.

“Pre-existing Condition” refers to any sickness, disease, or other condition for which the Insured received medical treatment, diagnosis, consultation or prescribed drugs, or a condition for which medical service or treatment was recommended by a Registered Medical Practitioner, before the commencement of coverage under this Endorsement.

“Serious Injury or Sickness” is one which requires treatment by a Registered Medical Practitioner and which results in the Insured being certified by that Registered Medical Practitioner as unfit to travel or continue with the original journey.

“Sickness” shall mean any noticeable change in the physical health of the Insured provided that this change occurs during the Trip, the Insured requires the care of a Registered Medical Practitioner acting within the scope of his/her license to treat the Sickness for which the claim is made, and the nature of the illness is not excluded from this Endorsement.

“Trip” or **“Journey”** shall mean the period of journey or journey commenced upon the Insured leaving the country or place of which the Insured was a permanent resident at the time the Trip commenced (being Hong Kong, Macau or the People’s Republic of China, as the case may be) or two (2) hours before the Insured’s arrival at any immigration counter for the purpose of leaving such country or place (whichever is later), and ceases on the occurrence of the earliest of the following:

- (i) the expiration of a sixty (60) days period beginning from the date which journey commenced;
- (ii) the Insured’s return directly to the country or place of which the Insured was a permanent resident at the time the Trip commenced (being Hong Kong, Macau or the People’s Republic of China, as the case may be); or
- (iii) two (2) hours following the Insured’s arrival at any immigration counter for the purpose of returning to such country or place (where the Trip commenced) after the journey.

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