

## Well Protect Voluntary Health Insurance Scheme (Flexi)

### Supplement A

This Supplement A is to supplement Part 6 of the Terms and Benefits and is made a part of the Certified Plan to which it is attached. In addition to the terms and conditions of this Supplement A, this Supplement A is also subject to the Terms and Conditions.

The Company shall reimburse the Eligible Expenses which are Reasonable and Customary in accordance with the benefit items under Part 1 Enhanced Benefits of this Supplement A below. Any amounts payable under this Supplement A are subject to the benefit limits set out in the Benefit Schedule and the amount of expenses so payable under Part 1 Enhanced Benefits shall not exceed the actual expenses incurred, if applicable.

#### Part 1 Enhanced Benefits

##### (1) Emergency outpatient treatment (Accident only)

This benefit shall be payable for the Eligible Expenses if the Insured Person has suffered an Injury due to an Accident and has been treated in respect of the Injury in the outpatient unit of a Hospital or medical clinic within twenty-four (24) hours of the Accident causing such Injury. This benefit shall only be payable for the Eligible Expenses for outpatient visit or Emergency consultation (including but not limited to consultation, western medication prescribed or diagnostic test) not resulting in a Confinement or Day Case Procedure.

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

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

##### (2) Post-Confinement home nursing

If Eligible Expenses for room and board or intensive care are payable under Section 3(a) or 3(e) of Part 6 of the Terms and Benefits respectively, this benefit shall be payable for the Eligible Expenses charged by a registered nurse to provide nursing care services for the Insured Person at the Insured Person's home which is located in Asia Pacific following discharge from Hospital provided that –

- (a) the nursing care services are recommended in writing by the attending Registered Medical Practitioner; and
- (b) the nursing care services are directly related to and is a result of the Disability arising from the same cause (including any and all complications therefrom) necessitating such Confinement.

This benefit shall not be payable if the nursing care services are provided to the Insured Person by a registered nurse who is the Insured Person, the Policy Holder, or an insurance intermediary, employer, employee, immediate family member or business partner of the Policy Holder and/or the Insured Person (unless approved in advance by the Company in writing). If the nurse is not duly qualified and registered under the laws of Hong Kong or a body of equivalent standing in jurisdictions outside Hong Kong (as reasonably determined by the Company in utmost good faith), the Company shall exercise reasonable judgment to determine whether such nurse shall nonetheless be considered qualified and registered.

##### (3) Outpatient kidney dialysis

This benefit shall be payable for Eligible Expenses charged by a Kidney Dialysis Clinic which is located in Asia Pacific for providing haemodialysis or peritoneal dialysis to a Day Patient provided that the haemodialysis or peritoneal dialysis is recommended in writing by the attending Registered Medical Practitioner. For the avoidance of doubt,

- (a) the Eligible Expenses so incurred and payable under this benefit shall not be payable under Section 3(k) of Part 6 of the Terms and Benefits; and
- (b) the Eligible Expenses for haemodialysis or peritoneal dialysis during Confinement shall be payable under

Section 3(b) of Part 6 of the Terms and Benefits.

#### (4) Supplementary major medical

- (a) "Excess Eligible Expenses" for each of the Section 3(a) to (i) and (k) of Part 6 of the Terms and Benefits and each of Part 1(1) and (2) of this Supplement A shall mean the Eligible Expenses of such sub-section or sub-Part (as the case may be) that exceeds the respective benefit limit for such benefit item as specified in the Benefit Schedule.

For the avoidance of doubt, Excess Eligible Expenses for the following benefit items shall only mean the Eligible Expenses, that exceeds the respective limits on the number of days or visits as stated in the Benefit Schedule –

- (i) Sections 3(a), (c) or (e) of Part 6 of the Terms and Benefits that exceeds the respective maximum number of days for such benefit items;
  - (ii) Section 3(k) of Part 6 of the Terms and Benefits that exceeds the respective maximum number of visits for such benefit item; and/or
  - (iii) Part 1(2) of this Supplement A that exceeds the respective maximum number of visits for such benefit item.
- (b) If on the day the Insured Person's Confinement is in a type of room in a Hospital higher than the entitled Ward Class as stated in the Benefit Schedule, the following adjustment factors shall apply –

Entitled Ward Class in the Benefit Schedule	Confined Ward Class	Ward Class adjustment factor
Ward	Semi-Private Room	50%
Ward	Standard Private Room or any room type that is higher than a Standard Private Room	25%
Semi-Private Room	Standard Private Room	50%
Semi-Private Room	Any room type that is higher than a Standard Private Room	25%
Standard Private Room	Any room type that is higher than a Standard Private Room	50%

The above adjustment factors shall not apply when such Confinement in a type of room in a Hospital higher than the entitled Ward Class is due to –

- (i) unavailability of entitled Ward Class as stated in the Benefit Schedule due to ward or room shortage in the Hospital of Confinement for Emergency Treatment;
  - (ii) isolation reasons that require a specific class of accommodation; or
  - (iii) other reasons not involving personal preference of the Policy Holder and/or the Insured Person.
- (c) The amount payable under individual benefit item shall be calculated as the below formula –

$$\left( \frac{\text{Excess * Eligible Expenses}}{\text{Reimbursement Percentage}} \times \frac{\text{Ward Class adjustment factor}}{\text{(If applicable)}} \right)$$

The above shall be subject to the benefit limit and the aggregate annual limit for supplementary major medical as stated in the Benefit Schedule.

\*In case of the Eligible Expense under Section 3(i) of Part 6 of the Terms and Benefits, an amount of Coinsurance shall first be deducted for the Excess Eligible Expenses, which shall be borne by the Policy Holder.

## Part 2 Other Benefits

### (A) Cash benefit for Day Case Procedure

The Company shall pay a cash benefit in the amount as specified in the Benefit Schedule if any surgery is performed on the Insured Person as a Day Case Procedure in Asia Pacific. For the avoidance of doubt -

- (i) this benefit is payable in addition to any benefits payable for the Day Case Procedure under Section 3 of Part 6 of the Terms and Benefits; and
- (ii) this benefit shall not be payable if Top-up subsidy benefit under Part 2(D) of this Supplement A is payable.

## **(B) Compassionate death benefit**

Subject to the Terms and Benefits of this Policy, if the Insured Person dies while this Policy is in force, this benefit shall be payable to the designated Beneficiary as per our latest record under this Policy upon submission of a written proof of claim satisfactory to the Company as soon as practicable.

The receipt of the compassionate death benefit under this Policy by the Beneficiary or by any person entitled to receive such benefits, or evidence that the Company's payment has been deposited to the designated bank account and/or cashed shall discharge the Company from further liability under Part 2(B) of this Supplement A. For the avoidance of doubt, any claim for other benefits under this Policy shall not be prejudiced.

## **(C) Medical negligence benefit**

This benefit shall be payable to the Beneficiary if the Insured Person dies due to the negligence of any Registered Medical Practitioner during treatment, medical procedure or providing any Medical Services in a Hospital provided that –

- (a) a benefit is payable under Section 3(a) or (e) of Part 6 of the Terms and Benefits in respect of a Confinement;
- (b) the death of the Insured Person occurs within thirty (30) days after the negligent treatment, medical procedure or Medical Services;
- (c) there is a public admission of such negligence and liability therefore is admitted by the Registered Medical Practitioner and confirmation has been issued by the relevant government authority, a court of law, coroner's inquest or the Medical Council of Hong Kong or a body of equivalent standing in jurisdictions outside Hong Kong (as reasonably determined by the Company in utmost good faith); and
- (d) the death of the Insured Person was caused solely by the negligent treatment, medical procedure or Medical Services.

The receipt of the medical negligence benefit under this Policy by the Beneficiary or by any person entitled to receive such benefits, or evidence that the Company's payment has been deposited to the designated bank account and/or cashed shall discharge the Company from further liability under Part 2(C) of this Supplement A.

For the avoidance of doubt -

- (i) any claim for other benefits under this Policy shall not be prejudiced; and
- (ii) this benefit is payable in addition to the benefit under Part 2(B) of this Supplement A.

## **(D) Top-up subsidy benefit**

- (a) Subject to (b) below, if any reimbursement is payable under Section 3(a) to (l) of Part 6 of the Terms and Benefits and Part 1(2) and (4) of this Supplement A in respect of a Confinement or Day Case Procedure, had such reimbursement been partly or fully paid under an individual or group insurance policy issued by an insurance company other than the Company or Well Link General Insurance Company Limited ("Other Insurance Company"), notwithstanding such reimbursement made by the Other Insurance Company, this benefit shall be payable for each day of such Confinement or Day Case Procedure (regardless of the number of Day Case Procedures performed on the same day) subject to the limits as stated in the Benefit Schedule.
- (b) Any top-up subsidy benefit paid or payable hereunder in respect of the relevant Confinement or Day Case Procedure is subject to the limitation that the total amount of such benefit and any reimbursement paid or payable under the Terms and Benefits in respect of the Confinement or Day Case Procedure does not exceed Total Benefits Otherwise Payable.
- (c) Where the sum of the top-up subsidy benefit and any reimbursement paid or payable under the Terms and Benefits in respect of the relevant Confinement or Day Case Procedure exceeds the Total Benefits Otherwise Payable, the amount of top-up subsidy benefit payable shall be adjusted such that the sum of the top-up subsidy benefit and the reimbursement payable under the Terms and Benefits in respect of the relevant Confinement or Day Case Procedure shall be limited to the Total Benefits Otherwise Payable.
- (d) For the avoidance of doubt, once this benefit is paid, the cash benefit for Day Case Procedure under Part 2(A) of this Supplement A shall not be payable.

### Part 3 Beneficiary

The following applies to the benefits payable under Part 2(B) and (C) of this Supplement A –

During the lifetime of the Insured Person and while this Policy is in force, the Policy Holder may nominate or change the Beneficiary by giving a written notification satisfactory to the Company. A nomination or change of Beneficiary shall be effective only if approved and endorsed by the Company. The effective date of the nomination or change will be the approval date of the same by the Company with notice to the Policy Holder. The subsequent effective nomination or change of Beneficiary shall not affect the validity of any payment made or other action taken before the nomination or change takes effect and the Company shall not be responsible should any dispute arise in these regards.

If there is more than one Beneficiary, the benefits payable under Part 2(B) and (C) of this Supplement A shall be paid to the Beneficiaries in the proportion specified by the Policy Holder. If the Policy Holder has not specified the proportion of the benefit(s) to be paid to each Beneficiary or all the proportions add up to a figure other than 100%, the Company shall have the discretion to pay the benefit(s) to all the Beneficiaries in equal shares or in such proportion as the Company consider appropriate.

If the Policy Holder is also the Insured Person and the Beneficiary dies before the Policy Holder or within thirty (30) days after the death of the Policy Holder, the benefit(s) shall be payable to the estate of the Policy Holder. If the Policy Holder is not the Insured Person and the Beneficiary dies before the Insured Person or within thirty (30) days after the death of the Insured Person, the benefit(s) shall be payable to the Policy Holder, the Policy Holder's estate, the Policy Holder's personal representatives or other persons entitled to receive the same as the Company considers appropriate at its sole and absolute discretion. If the Beneficiary dies beyond thirty (30) days after the death of the Insured Person, the benefit(s) shall be payable to the Beneficiary's estate.

If the Insured Person dies at the same time as the Beneficiary(ies) or in circumstances rendering it uncertain which of them survived the other(s), the Insured Person shall be deemed to have survived the Beneficiary(ies).

If there is no living Beneficiary or no Beneficiary has been designated by the Policy Holder, the benefit(s) shall be paid to the Policy Holder, the Policy Holder's estate, the Policy Holder's personal representatives or other persons entitled to receive the same as the Company considers appropriate at its sole and absolute discretion.

### Part 4 Definitions

For the purpose of this Supplement A, words and expressions used shall have the following meanings –

"Beneficiary" or "Beneficiaries"	shall mean a person or persons (if any) designated by the Policy Holder to receive the benefits upon death of the Insured Person.
"Asia Pacific"	shall mean the following only: Afghanistan, Australia, Bangladesh, Bhutan, Brunei, Cambodia, mainland China, Hong Kong, India, Indonesia, Japan, Kazakhstan, Kyrgyzstan, Laos, Macau, Malaysia, Maldives, Mongolia, Myanmar, Nepal, New Zealand, North Korea, Pakistan, the Philippines, Singapore, South Korea, Sri Lanka, Taiwan, Tajikistan, Thailand, Timor-Leste, Turkmenistan, Uzbekistan and Vietnam.
"Kidney Dialysis Clinic"	shall mean a clinic or setting which is legally authorised by the relevant government authority in the locality where the treatment is incurred and provides haemodialysis or peritoneal dialysis facilities for the treatment of chronic and irreversible kidney failure.
"Total Benefits Otherwise Payable"	shall mean the total amount of benefits which would have been reimbursed under Part 6 of the Terms and Benefits and Part 1(2) and (4) of this Supplement A for the relevant Confinement or Day Case Procedure if no reimbursement had been made by Other Insurance Company(ies) as defined in Section (D)(a) of Part 2 of this Supplement A.
"Ward Class"	shall refer to the type of room in a Hospital, in accordance with the following definitions - (a) "Ward" means a multi-bed room in a Hospital with more than two (2) patient beds (not including companion bed).

- (b) "Semi-Private Room" shall mean a single or double occupancy room, with a shared bath/shower room, in a Hospital.
- (c) "Standard Private Room" shall mean a standard single occupancy room with adjoining bathroom for the Insured Person's use during his/her Confinement, but excluding any room of upper class with its own kitchen, dining or sitting rooms in a Hospital.

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