

WeMedi Top Up (Outpatient) Protector Policy Provisions

1. Key Terms of Your Policy

1.1 The Contract

The Policy Provisions together with the Application (including but not limited to (i) the Policy Schedule, (ii) Endorsement, (iii) any Notice and answers received by Us as evidence of insurability and (iv) any other Information received by Us from You) shall comprise the entire legal contract between You and Us in relation to the Policy and supersedes all earlier negotiations, representations, proposals, understandings and agreements, whether written or oral.

1.2 Ownership

While the Policy is in force and the Life Assured is alive, You are the owner of the Policy and shall be entitled to exercise the rights and options accorded under the Policy.

1.3 Beneficiary

The beneficiary is entitled to the Compassionate Death Benefit and Accidental Death Benefit specified under Clause 2.1 and 2.2. You may nominate a beneficiary by submitting a Notice following Our prevailing guidelines at the relevant time to Us.

If more than one beneficiary is nominated and surviving upon the death of the Life Assured, then each surviving beneficiary is entitled to receive the Compassionate Death Benefit and Accidental Death Benefit, paid in equal shares (or in unequal shares if so specified by You).

If You have not nominated a beneficiary before, or none of the beneficiary or beneficiaries (as applicable) are alive at the time of the Life Assured's death, the Compassionate Death Benefit and Accidental Death Benefit shall be payable to You or Your estate (as the case may be).

1.4 Cancellation Rights and Refund of Premium(s) within Cooling-off Period

You have the right to cancel the policy and obtain a refund of any premium(s) and levy paid by giving a cancellation request to Us via Our customer service portal. To exercise this right, the request of cancellation must be submitted by Yourself within the Cooling-off Period. The Cooling-off Period is the period of 21 calendar days immediately following either the day of delivery of the Policy or policy issue notification to You (whichever is the earlier). The policy issue notification is a Notice that will be sent to You by Us to notify You of the Cooling-off Period around the time the Policy is delivered.

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2. What are You Covered for

2.1 Compassionate Death Benefit

In the event that the Life Assured dies (not by suicide under Clause 3.1) while the Policy is in force and We approve the claim after receiving satisfactory proof of claim, a Compassionate Death Benefit equal to one hundred percent (100%) of the latest amount specified in the Endorsement, less any unpaid premium, will be paid to Your beneficiary under Clause 1.3. We will not pay any interest pending payment of any Compassionate Death Benefit under the Policy.

When Compassionate Death Benefit is payable, no further benefit under Clauses 2.3 shall be payable.

2.2 Accidental Death Benefit

In the event that the Life Assured sustains an Injury and results in the death of the Life Assured within one hundred eighty (180) days from the date of the Accident, an Accidental Death Benefit equal to one hundred percent (100%) of the latest amount specified in the Endorsement, less any unpaid premium, will be paid to Your beneficiary under Clause 1.3 together with Compassionate Death Benefit pursuant to Clause 2.1. We will not pay any interest pending payment of any Accidental Death Benefit under the Policy.

When Accidental Death Benefit is payable, no further benefit under Clauses 2.3 shall be payable.

2.3 Top Up Outpatient Benefit

Top Up Outpatient Benefit will be payable to You as a result of eligible outpatient expenses while the Policy is in force and the Life Assured is alive, and the related eligible outpatient expenses has already been accepted and paid by other insurer (s). The benefit payable to You shall be eligible outpatient expenses minus actual amount of the paid claims of the medical reimbursement plan reimbursed by other insurer (s). The benefit payable to You shall be subject to the maximum top up benefit amount per policy year, maximum top up claim amount per visit, maximum number of visits per policy year and maximum number of visits per day applicable to the selected plan level as specified in the Policy Schedule and Top Up Outpatient Benefit Schedule in the latest Endorsement.

Top Up Outpatient Benefit shall be payable in respect of the following Eligible Outpatient Expenses:

- a) General Practitioner consultation and medication
- b) Specialist consultation and medication
- c) Chinese Herbalist consultation and medication
- d) Acupuncture treatment by Chinese Herbalist

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- e) Chiropractor treatment by Chiropractor

The submitted claim of the Top Up Outpatient Benefit must be the same benefit item as the paid claims of the medical reimbursement plan from other insurer(s). Only one benefit item is payable for each visit.

We reserve the right to update the Top Up Outpatient Benefit Schedule including but not limited to the maximum top up benefit amount per policy year, maximum top up claim amount per visit, maximum number of visits per policy year and maximum number of visits per day for the Top Up Outpatient Benefit from time to time. We shall inform You of relevant changes by Notice in advance.

3. What is Not Covered

3.1 Suicide

If the Life Assured commits suicide, whether sane or insane in the first Policy Year, Our liability shall be limited to refund of Total Premiums Paid for the first Policy Year less the paid or payable Top Up Outpatient Benefit specified under Clause 2.3.

We will not pay any interest pending payment under the Policy.

3.2 Exclusions

Accidental Death Benefit specified under Clause 2.2 shall not be payable if the claim is wholly or partly caused by or arising from or contributed by any of the following:

- a) Aviation or aerial activities including as a pilot or aircrew member except air travel as a fare paying passenger in a properly licensed, fixed wing multi-engine aircraft constructed to carry passengers and operated by a licensed regular scheduled commercial air carrier;
- b) Cosmetic surgery;
- c) Intentionally self-inflicted Injury whilst sane or insane;
- d) The act of the Life Assured contrary to the law of the country or territory in which the act is committed;
- e) While or because the Life Assured is under the influence of alcohol, narcotic, drug, medicine, except as prescribed by a Registered Medical Practitioner;
- f) War (whether it is declared or not), invasion, act of foreign enemies, hostilities, strike, riot and/or civil commotion, civil war, rebellion, revolution, insurrection, terrorist acts, military or usurped power;
- g) Any Pre-existing Condition(s); or
- h) The Life Assured's participation in, practice or training for any sport as a professional or semi-professional sports person.

Top Up Outpatient Benefit specified under Clause 2.3 shall not be applicable to the following conditions:

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- a) Human Immunodeficiency Virus (HIV) and/or any HIV-related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutations, derivations or variations thereof (except AIDS/HIV due to Blood Transfusion and Occupationally Acquired AIDS/HIV); or
- b) Any self-inflicted injury or suicide, whether sane or insane; or
- c) Intoxication by alcohol or drugs not prescribed by a Registered Medical Practitioner; or
- d) Any criminal act; or
- e) Any check-up, vaccination or cosmetic surgery; or
- f) Any congenital abnormalities and pregnancy related; or
- g) Any eligible outpatient expenses incurred for any period of insurance of this policy for which the appropriate premium has not been paid; or
- h) The exact same medical reimbursement that has already been made under any law, or medical program or insurance policy provided by any government, company or other third party; or
- i) Any Copayment paid for the network outpatient services appointed by other insurer(s) ; or
- j) Any eligible outpatient expenses incurred outside of Hong Kong.

4. How to Claim

4.1 Claims Settlement

Compassionate Death Benefit (as specified under Clause 2.1) and Accidental Death Benefit (as specified under Clause 2.2):

You or Your beneficiary under Clause 1.3 (referred to as the claimant) must submit a claim and proof of claim to Us as soon as reasonably possible after the death of the Life Assured. Proof of claim must be submitted to Us within ninety (90) calendar days from the date of the death of the Life Assured. We reserve the right to request any other documents at the claimant's expense.

All medical reports, medical evidences and/or report of diagnosis submitted to Us must be issued by a Registered Medical Practitioner and are obtained at the claimant's expense.

Top Up Outpatient Benefit (as specified under Clause 2.3):

You must submit a claim and proof of claim to Us within one hundred and eighty (180) calendar days from the date of incurrence of Eligible Outpatient Expenses. We reserve the right to request any other documents at the claimant's expense.

Proof of a claim means the Official Receipt issued by the General Practitioner or Specialist or Chinese Herbalist or Chiropractor and settlement letter issued by other insurer who reimbursed the outpatient expenses. Each Official Receipt is eligible for one (1) claim only, subject to the maximum benefit limits, benefit conditions applicable to the selected plan level as specified in the Policy Schedule or latest Endorsement.

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4.2 Claims Payment

The Compassionate Death Benefit and Accidental Death Benefit under the Policy shall be payable to You or Your beneficiary under Clause 1.3 (as the case may be). Once a payment of the benefit is made, We will no longer be liable in any way in respect of that payment.

5. What about Premiums

5.1 Premium Payment

Your Policy will be valid as long as We accept the premiums paid by You.

Any due and paid premiums after the death of Life Assured will be refunded to You or Your estate (as the case may be).

5.2 Grace Period

Premium must be received by Us within thirty (30) calendar days of the premium due date ("Grace Period") except for the first premium. If We do not receive the premium after the Grace Period, We have the right to terminate Your Policy immediately with effect as at the due date of the first unpaid premium. If a claim is made during the Grace Period, any overdue premium will be deducted from the benefit payable.

5.3 Renewal

While the Policy is in force, renewal is guaranteed until the end of the policy benefit term of the third (3rd) Policy Year without further evidence of insurability. The Policy will automatically be renewed upon Our receipt of premium due for the new policy benefit term. The premium will be adjusted on each renewal according to the attained Age and/or gender of the Life Assured and at a rate determined by Us at the time of such renewal.

The policy benefit term and premium payment term of each renewal will be the same as the periods specified in the Policy Schedule or latest Endorsement.

5.4 Levy

You grant consent to Us with collecting levy as well as agree to indemnify Us and keep Us indemnified against the liability arising from the collection of levy on the inception date pursuant to the applicable laws and regulations governing Your Policy.

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6. How will Your Policy End

6.1 Termination

Your Policy shall be automatically terminated if any of the following events occurs:

- a) The death of the Life Assured;
- b) We accept Your request by a Notice to terminate the Policy;
- c) You fail to pay premium to Us causing the Policy to be terminated;
- d) Your Policy is terminated by Us;
- e) On the Policy Anniversary at which the Life Assured attains Age 70; or
- f) You fail to complete the Customer Due Diligence exercise within thirty (30) working days from the Policy Issue Date or during the Extended Period, perform any of Your Obligations under the Policy or Your action(s) (including omission) result(s) in the failure to meet any laws and regulations applicable to Us. However, in the event of the Life Assured's death before completing the Customer Due Diligence exercise within thirty (30) working days or the Extended Period, we will accept Your claim subject to Our assessment.

No premium will be refunded nor will any claims be accepted after the effective date of policy termination.

7. What Can You Do to Your Policy

7.1 Changing the Beneficiary

While the Policy is in force and the Life Assured is alive, You may change the beneficiary by submitting a Notice following Our prevailing guidelines at the relevant time to Us. A change of beneficiary shall be effective only if recorded by Us.

7.2 Reinstatement

If Your Policy is terminated under Clause 5.2, You can request (subject to Our final decision) to reinstate Your Policy within twenty four (24) months from the date of termination subject to the following conditions:

- a) You submit a Notice by completing an application for reinstatement;
- b) The Life Assured does not exceed the maximum issue Age set by Us at the time of application for reinstatement;
- c) You submit valid evidence of insurability requested by Us at Your own expense;
- d) You pay all overdue and unpaid premium plus interest.

No benefit will be paid, payable or accrued between the due date of the first unpaid premium under Clause 5.2 and the reinstatement date chosen by Us.

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7.3 Change of Policy Ownership

While Your Policy is in force, You may change the ownership of the Policy to Your designated person by giving Us a Notice following Our prevailing guidelines at the relevant time to Us. The person You designated will take over all the rights and interests of You.

7.4 Option to Change Plan Level

While the Policy is in force and during the lifetime of the Life Assured, You may change the plan level according to the plan level available under the Policy following Our prevailing guidelines at the relevant time. The changes will take effect on the Policy Anniversary as specified in the Endorsement and the premiums will be adjusted according to the new plan level and the attained Age at the time of the change.

8. Other Terms You Should Know

8.1 Amendments

We reserve the right to amend the Policy Provisions, the Policy Schedule and Endorsement at any time in accordance with the relevant Hong Kong laws, regulatory policies or other statutory requirements, with immediate effect or at a later date by sending You a Notice, Policy Schedule and/or an Endorsement signed by Our authorized officers.

8.2 Foreign Travel and Occupation

Your Policy will be valid wherever You travel or work except when We notify You by a Notice of any restriction to travel or to work outside Hong Kong.

8.3 Currency of Payment

All money paid by Us or to Us must be in the currency as stated in the Policy Schedule.

8.4 Exclusion of Third Parties Rights

No one except You and Us shall have legal rights under the Contracts (Rights of Third Parties) Ordinances (Cap. 623) to enforce any terms of the Policy.

8.5 Law and Jurisdiction

The Policy is governed by and interpreted according to the laws of Hong Kong and the Hong Kong courts shall have the right to determine any issue, claim or dispute relating to the Policy.

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8.6 Sanction

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

8.7 Misrepresentation or fraud

If there is incorrect or incomplete Information in the Application or in any statement, representation or document given to Us including any subsequent Application requested by You, which We consider as material to Our decision to issue the Policy, or approve Your subsequent request, then We have the sole right to reject, amend or adjust the Policy including any benefit according to the full and correct Information.

We have the right to declare this Policy void as from the Policy Effective Date and notify You that no cover shall be provided for the Life Assured if any Application or claim submitted is fraudulent or where a fraudulent representation is made.

9. What Words and Phrases Mean

9.1 Interpretation

- The singular includes the plural, the masculine includes the feminine and neuter gender, and in each case vice versa, unless specifically indicated otherwise.
- Capitalisation and lower case wordings have the same meaning, unless otherwise stated.
- Where the words "include(s)" or "including" are used in Your Policy, they are deemed to have the words "without limitation" following them. Unless an item is specifically stated in Your Policy, then it is deemed excluded until accepted by a Notice from Us.
- References made to a Clause or a sub-Clause are to a clause or sub-clause respectively of these Policy Provisions and references in Your Policy to a schedule are to a schedule in this Policy.
- Where any provision of Your Policy is inconsistent with Hong Kong law, the provisions of Your Policy shall be valid to the extent allowed by such Hong Kong law.
- If there is any inconsistency or conflict between the English version and the Chinese version, the English version shall prevail.

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9.2 Definitions

Word(s)	Meaning
Accident	An event caused solely or independently of all other causes, and directly by violent, unexpected, external and visible means.
Acupuncture	Medically Necessary acupuncture treatment provided by Chinese Medicine Practitioner for the Life Assured.
Age	The Life Assured's age last birthday.
Application	The method of purchasing the Policy from Us including any statement, representation or document in electronic form or otherwise delivered to Us which contains Information We rely on when issuing Your Policy.
Chinese Herbalist / Chinese Medicine Practitioner	A Chinese medicine practitioner registered with the Chinese Medicine Council of Hong Kong according to the Chinese Medicine Ordinance
Chiropractor	A chiropractor registered under Chiropractors Council established under the Chiropractors Registration Ordinance of Hong Kong in providing Medically Necessary chiropractic treatment for the Life Assured.
Copayment	A fixed fee which the Life Assured must contribute towards the cost of network outpatient services received.
Customer Due Diligence	Any exercise which We are required to perform to fulfil Our regulatory duty including but not limited to Anti-Money Laundering, Counter-Terrorist Financing and Other Tax and Financial Reporting Obligations.
Endorsement	A Notice to record and confirm the amendments made by Us to the terms of the Policy.
Extended Period	Up to a maximum of one hundred and twenty (120) working days from the Policy Issue Date subject to the Company's discretion granted on a case-by-case basis.

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General Practitioner	Registered Medical Practitioner who is not a Specialist, providing Outpatient Services for the Life Assured.
Information	Any information requested by Us for the purpose of processing the policy Application and on-going policy servicing.
Injury	Bodily injury to the Life Assured caused by an Accident solely and independently of any other cause.
Life Assured	A person whose life is insured under the Policy, as stated in the Policy Schedule.
Medically Necessary	The necessity to have Outpatient Service(s) which is i. consistent with the diagnosis and customary medical treatment for the condition and; ii. provided in the most efficient manner and type of setting required for the covered illness and Injury and; iii. the most expedient and effective treatment to meet the basic health needs of the Life Assured.
Notice	A notification which is entered or is given by You, by Us or by any third party pursuant to the Policy. It includes any mode of representing or reproducing words, figures or symbols in visible form.
Official Receipt	means the official receipt issued by General Practitioner or Specialist or Chinese Herbalist or Chiropractor, with the date of incurrence of Eligible Outpatient Expenses. It can be a handwritten receipt with an official chop of General Practitioner or Specialist or Chinese Herbalist or Chiropractor.
Outpatient Services	Medically Necessary outpatient healthcare services
Policy	These Policy Provisions, Your Policy Schedule, any other schedules or appendices attached to these Policy Provisions by Us, any additional provisions issued by Us and stated to form part of Your Policy, the Application, any Endorsement issued by Us.
Policyholder	The owner of the Policy is, as stated in the Policy Schedule or Endorsement, an individual who is entitled to exercise the rights and options under the Policy.

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Policy Anniversary	<p>The same date in each subsequent calendar year as the Policy Effective Date as specified in the Policy Schedule or Endorsement.</p> <p>Where any date referred to herein falls on the 29th day of February, the equivalent date for a non-leap year shall be the 28th day of February.</p>
Policy Effective Date	<p>The date as specified in the Policy Schedule. The Policy Anniversary, Policy Year and premium due date will be determined according to this date.</p>
Policy Provision	<p>WeMedi Top Up (Outpatient) Protector Policy Provisions.</p>
Policy Schedule	<p>The schedule to the Policy which sets out the particulars of the Policy and which may be amended by Us from time to time.</p>
Policy Year	<p>The period from the Policy Anniversary to the day before the next Policy Anniversary. (The period from Policy Effective Date to the date before the first Policy Anniversary is the first Policy Year).</p>
Pre-Existing Conditions	<p>Any condition, disability, illness or Injury which:</p> <ul style="list-style-type: none">a) existed or continued to exist; orb) for which the Life Assured experienced symptoms or signs (even if the Life Assured has not consulted a Registered Medical Practitioner); orc) for which the Life Assured had received or continued to receive treatment, medication or any investigation; ord) for which diagnostic test(s) showed the pathological existence <p>prior to the Policy Issue Date, the date of last reinstatement of this Policy or the date of increase of the plan level, whichever is later.</p>
Registered Medical Practitioner	<p>Any person other than the Policyholder, the Life Assured, business partner(s) of the Life Assured, employee/employer of the Life Assured or a member of the Life Assured's immediate family (unless approved in advance by the Company in writing) who</p>

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	is licensed and registered under the Medical Registration Ordinance of Hong Kong.
Specialist	Registered Medical Practitioner registered under the Specialist Register of the Medical Council of Hong Kong, providing Outpatient Services for the Life Assured.
Total Premium Paid	The total sum of premium already due and paid for under the Policy.
We, Us, Our, the Company	Blue Insurance Limited.
You, Your, Yourself	Policyholder.
Your Obligations	Any contractual responsibility or requirement You are required to meet under the Policy including but not limited to payment of premium and completing verification process as well as providing any other Information upon Our request.