# 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 specified under Clause 2.1 and the Accidental Death Benefit specified under Clause 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 the Accidental Death Benefit (if applicable), 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 the Accidental Death Benefit (if applicable) shall be payable to Your estate.

# 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.

#### 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 indebtedness, 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 indebtedness, 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 Pharmacy Benefit

A Pharmacy Benefit will be payable to You as a result of Eligible Expenses while the Policy is in force and the Life Assured is alive. The benefit payable to You shall be subject to the maximum claim amount and the maximum number of claims applicable to the selected plan level as stated in the Endorsement, less any indebtedness, as well as the terms and conditions and exclusions of the Policy. The amount payable shall not exceed the actual costs for the amount of expenses.

The benefit payable to You will be equivalent to one hundred percent (100%) of the Eligible Expenses for any claim, subject to the applicable maximum benefit limits and other terms and conditions of the Policy. Eligible Expenses shall be payable in respect of the following:

- a) Charges for Medicines and/or Drugs purchased from a Designated Dealer; or
- b) Charges for first aid appliance including but not limited to hot and/or cold packs purchased from a Designated Dealer; or
- c) Charges for pre-package health supplement including but not limited to preventive and wellness supplement, vitamins and tonic herbs purchased from a Designated Dealer.

# 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 Pharmacy 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:

# **Policy Provisions**

- 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 any 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 semiprofessional sportsperson.

#### 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):

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) days from the date of the death of the Life Assured. We reserve the right to request any other documents and/or examination 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.

#### Pharmacy Benefit (as specified under Clause 2.3):

You must submit a claim and proof of claim to Us within thirty (30) calendar days from the date of incurrence of Eligible 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 Designated Dealer. 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 stated in the latest Endorsement.

#### 4.2 Claims Payment

The benefit under the Policy shall be payable to Your estate 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 Your estate.

#### 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 (3<sup>rd</sup>) 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 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.

#### 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 during the Extended Period, we will accept Your claim subject to claim's assessment.

We will not accept any claims after the effective date of 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.

#### 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.

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.

### 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 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. If We would be exposed to any sanctions by providing any benefit to You, then We reserve the right not to provide cover and we are not liable to pay any claim or provide any benefit under this Policy.

#### 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.

#### 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.
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.
Customer Due Diligence	means any exercise which We are required to perform to fulfil Our regulatory duty including but not limited to Anti-

# **Policy Provisions**

Money Laundering, Counter-Terrorist Financing and Other Tax and Financial Reporting Obligations.

**Designated Dealer** 

An offline or online dealer listed under

i) Licensed Drug Dealers from Drug Office, Department of Health, the Government of the Hong Kong Special Administrative Region; and

Administrative Region; and

ii) list of designated merchants determined and will be updated by the Company from time to time.

**Endorsement** 

A Notice to record and confirm the amendments made by Us to the terms of the Policy.

**Eligible Expenses** 

Expenses for

i) Charges for Medicines and/or Drugs purchased from a Designated Dealer; or

ii) Charges for first aid appliance including but not limited to hot and/or cold packs purchased from a Designated Dealer or

iii) Charges for pre-package health supplement including but not limited to preventive and wellness supplement, vitamins and tonic herbs purchased from a Designated Dealer.

**Extended Period** 

means 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.

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.

Medicines and/or Drugs

means both the western and Chinese medicine and/or drugs.

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 a Designated Dealer, with the date and type of Medicines and/or Drugs purchased and Eligible Expenses incurred. It can be a handwritten receipt with an official chop of a Designated Dealer or a machine-printed receipt with a Designated Dealer's name.

# **Policy Provisions**

Policy	These Policy Provision	s. Your Polic	v Schedule, an	v 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,

an individual who is entitled to exercise the rights and

options under the Policy.

Policy Anniversary The same date in each subsequent calendar year as the

Policy Effective Date as specified in the Policy Schedule or

Endorsement.

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.

Policy Effective Date The date as specified in the Policy Schedule. The Policy

Anniversary, Policy Year and premium due date will be

determined according to this date.

Policy Provision means WeGuard PharmaEASY Protector Policy

Provisions.

Policy Schedule The schedule to the Policy which sets out the particulars of

the Policy and which may be amended by Us from time to

time.

Policy Year 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).

Pre-Existing Conditions Any condition, disability, illness or Injury:

(i) which existed or continued to exist; or

(ii) for which the Life Assured experienced symptoms or signs (even if the Life Assured has not consulted a

Registered Medical Practitioner); or

(iii) for which the Life Assured had received or continued to receive treatment, medication or any investigation; or

(iv) where diagnostic tests showed the pathological

existence;

prior to the Policy Issue Date of this Policy.

# **Policy Provisions**

Registered Medical Practitioner A doctor with a recognised degree in western medicine

who is duly registered and authorised to practice in the

relevant jurisdiction.

Total Premiums Paid The total sum of each premium already due and paid for

the benefits in contract currency.

We, Us, Our, the Company Blue Insurance Limited.

You, Your, Yourself Policyholder.

Your Obligations means 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.

