

#### EMERGENCY ASSISTANCE BENEFITS PROVISIONS for INTERNATIONAL MEDICAL ASSISTANCE

These Worldwide Emergency Assistance Benefits Provisions for International Medical Assistance (the "Provisions") are issued and provided by Inter Partner Assistance Hong Kong Limited to the eligible Insured as specified by China Taiping Life Insurance (Macau) Company Limited.

# 1. Definitions

"Company" shall mean China Taiping Life Insurance (Macau) Company Limited.

"IPA" shall mean Inter Partner Assistance Hong Kong Limited.

"Assistance Event" shall mean any event or occurrence with respect to an Insured who is entitled to receive assistance pursuant to the Policy, occurring within the duration cover and territorial limit listed under Part 2.

"Benefits" shall mean the worldwide emergency assistance benefits provided by IPA to the Insured under these Provisions.

"Bodily Injury" shall mean any unforeseen bodily injury caused solely and directly by violent, accidental, external and visible means, excluding illness or disease, occurring during the period covered by the Policies.

"Close Relative" shall mean the spouse, the child(ren), brother(s), sister(s), father, mother, or the parent(s)-inlaw of the Insured.

"HKD" shall mean the lawful currency of Hong Kong.

"Hong Kong" shall mean the Hong Kong Special Administrative Region.

"Macau" shall mean the Macau Special Administrative Region.

"Illness" shall mean any unforeseen sickness, illness, or disease first manifested after the effective date of the Policy.

"Insured" shall mean any person who is entitled to covered by the Policy issued by the Company.

"Emergency" shall mean a serious medical situation or distress which could not be reasonably prevented and for which specific external help is required.

"Country of Residence" shall mean either Hong Kong, Macau or PRC as declared by the Insured at the inception of Policy.

"PRC" shall mean People Republic of China, for the purpose of the Agreement, excluding Hong Kong, Macau Special Administrative Region and Taiwan.

"Regular Passenger" shall mean the Insured who is able to normally being seated in any means of transportation without stretchers for repatriation to the Country of Residence.

# 2. Duration of Cover and Limitations

The Benefits mentioned hereunder are granted during the period of validity of the Policy and apply worldwide outside the Country of Residence of the Insured. Every claim in respect of a covered event shall be absolutely barred unless it is commenced within two years from the date of occurrence of such event.

# 2.1 Territorial and Time Limits

The Worldwide Emergency Assistance Services and Benefits mentioned in Part 3 apply worldwide except the Country of Residence for the trips not exceeding 90 consecutive days.

# 2.2 Age Limit

The Worldwide Emergency Assistance Services and Benefits mentioned in Part 3 only apply to the Insured with age limit of 70 years old.

# 3. Worldwide Emergency Assistance Services and Benefits

If the Insured shall suffer serious Bodily Injury or sudden Illness and is in need of medical, legal, administrative emergency assistance outside Country of Residence (except for travel assistance information which may be obtained locally) while arising out of and in the course of his/her journey provided that such journey is not undertaken:

- against the advice of the physician, and/or

- for the purpose of obtaining or seeking any medical or surgical treatment abroad

the following Worldwide Emergency Assistance Services and Benefits are available directly from IPA upon specific verbal notification by the Insured or his/her personal representative to IPA's 24- hour, 7 days a week, alarm center. The Insured shall not be entitled to the reimbursement of any expenses incurred or paid directly by him/her, or any other third party.

## 3.1 Medical Attention, Telephone Medical Advice, Evaluation and Referral Appointment

When medical advice is needed, the Insured may telephone IPA's alarm center for medical advice and evaluation from the attending physician. However, it shall be stressed that telephone conversation cannot establish a diagnosis and shall be considered as an advice only. If medically necessary, the Insured shall be referred to another physician or to a medical specialist for personal assessment and IPA will assist the Insured in making the medical appointment.

## 3.2 Medical Evacuation

Should the Insured suffer from Bodily Injury or Illness such that the IPA medical team deem the local hospital unable to provide the necessary and emergency medical treatment and recommend hospitalization in another hospital where the Insured can be suitably treated, IPA will arrange and pay for the transfer of the Insured to one of the nearest hospitals and if necessary, on medical grounds, the transfer of the Insured with necessary medical supervision by any means (including but not limited to air ambulance, scheduled commercial flight, and road ambulance) to a hospital more appropriately equipped for the particular Bodily Injury or Illness.

### 3.3 Repatriation after Treatment

When after local treatment advised by IPA medical team, the medical condition of the Insured will not prevent his/her medically supervised repatriation as a Regular Passenger for in-hospital treatment in Country of Residence, IPA will organize and pay for the repatriation of the Insured to the Country of Residence by scheduled airline flight (on economy class basis) or any other appropriate means of transportation (on economy class basis), including any supplementary transportation to and from the airport. IPA reserves the right to decide the means or method by which such repatriation will be carried out having regard to all the assessed facts and circumstances of which IPA is aware at the relevant time and the medical opinion of both the attending physician and the IPA medical team.

### 3.4 Repatriation of Mortal Remains/Ashes

Upon the death of the Insured triggered by Bodily Injury or Illness, IPA will arrange and pay for (i) the transportation of the Insured's body (if applicable when there is direct commercial flight or cross-border road transportation from place of incident to Country of Residence is available) or ashes to the Insured's Country of Residence, or (ii) at the request of the Insured's heirs or representative, the local burial of the Insured, provided that IPA's financial responsibility for such local burial shall be limited to the equivalent of the cost of transportation of mortal remains as provided in these Benefits. The cost of coffin is not covered.

### 3.5 Medical Monitoring

IPA will monitor an Insured's medical condition if the Insured is hospitalized outside Hong Kong or Macau and will update the employer or family of the Insured.

## **3.6 Travel Information**

The Insured may contact IPA to obtain the following information and services before starting or during his/her journey.

- Weather information worldwide
- Airport Taxes
- Customs Requirements
- Passport and Visa requirements
- Consulate and embassies addresses and contact numbers
- Exchange Rates
- Banking days
- Update Immunization and Vaccinations Requirement and Needs
- Transmission of urgent messages for medical reasons
- Legal referral
- Arrangement of interpreter services

- Lost luggage retrieval
- Lost passport assistance
- Emergency rerouting arrangements
- Language information

#### 3.7 Hotel Room Accommodation for Convalescence

IPA will arrange and pay for the cost of an ordinary room accommodation in any reasonable hotel up to HKD1,500 per day for a maximum of 7 (seven) consecutive days, incurred by the Insured for the sole purpose of convalescence immediately following his/her discharge from hospital, and if deemed medically necessary by the attending physician and IPA's medical team.

#### 3.8 Compassionate Visit

In the event that the Insured is traveling alone and has no Close Relatives staying at the place where the Insured has suffered from Bodily Injury or Illness resulting in hospital confinement outside his/her Country of Residence for more than 7 (seven) consecutive days, IPA will arrange and pay for the cost of a return scheduled airline (on economy fare basis, originating in the place of the Insured's Country of Residence) or any reasonable transportation means (on economy class basis, originating in the place of the Insured's Country of Residence) for a Close Relative or a designated person of the Insured to travel from the Country of Residence of the Insured's bedside, including the cost of an ordinary room accommodation in any reasonable hotel up to HKD1,500 per day for a maximum period of 7 (seven) consecutive days, but excluding the cost of drinks, meals and other room services.

#### 3.9 Return of Unattended Dependent Child(ren) to Country of Residence

If any of the Insured's travelling dependent child(ren) under 18 years of age is/are left unattended by reason of the Insured's Bodily Injury or Illness resulting in hospital confinement outside his/her Country of Residence, IPA will organize and pay for the cost of a scheduled airline ticket (on economy class basis) or any reasonable transportation means (on economy class basis), for such child(ren) to return to his/her home in the Insured's Country of Residence, including any supplementary cost of transportation to and from the airport, provided that the original ticket is not valid or has become invalid for the return journey; and the Insured shall surrender any unused portion of the return ticket to IPA.

If necessary, IPA will also arrange and pay for a qualified attendant to accompany any such dependent child(ren) for the return journey.

#### 3.10 Essential Medication/Medical Equipment

Upon request from a local attending physician, IPA will, while possible and legally permissible dispatch any essential medicine and/or medical equipment required for the Insured, which is not locally available

On IPA obtaining written agreement of approval of those costs incurred by the Insured, the Insured will bear the cost of the items dispatched and the relevant transportation costs, unless these items are required for emergency according to the opinion of both the attending physician and IPA's medical team.

# 3.11 Referral of Physician from Hong Kong

Upon request from the Insured, IPA will dispatch a doctor from Hong Kong to see the Insured who is outside Country of Residence. The Insured shall bear the costs of these Benefits.

## 3.12 Guarantee of Hospital Admission Deposit and Medical Expenses Incurred during Hospitalization

If the medical condition of the Insured is of such gravity as to require hospitalization, IPA will assist such Insured in the hospital admission. In case of hospital admission and medical expenses duly approved by IPA medical team and the Insured is without means of payment of the required hospital admission deposit and medical expenses, IPA will on behalf of the Company guarantee or provide such payment up to US\$7,000.

The provision of such guarantee by IPA is subject to IPA first securing payment from the Insured through the Insured's credit card or from the funds from the Insured's Close Relative. IPA shall not be responsible for any third party expenses which shall be solely the Insured's responsibility.

### 3.13 Unexpected Return to the Country of Residence

In the event of the death of the Insured's Close Relative in his/her Country of Residence while his/her travelling overseas that necessitates an expected return to his/and country of Residence. The insured shall bear his/her own costs of returning to the Country of Residence without seeking any reimbursement from IPA.

# 4. Insured's General Obligations/Procedures

## 4.1 Request for Assistance

In case of an emergency, and prior to taking personal action where reasonable, the Insured or his/her representative shall call IPA's alarm center number:

Macau: (853) 0800-565 or (86) 95589 press [ 2→2 ] to transfer; Hong Kong: (852)2863-5713

Upon calling IPA's alarm center, the Insured shall state

- His/her name, the number of his/her policy, or his/her I.D. card or passport number;

- The name of the place and the telephone number where IPA can reach the Insured or his/her representative; and

- A brief description of the Assistance Event, situation and the nature of help required.

## 4.2 Failure to notify IPA

In a life threatening situation, the Insured or his/her representative should always try to arrange for emergency transfer to a hospital near the place of occurrence through the most appropriate and immediate means and then call appropriate IPA alarm center to provide information as soon as possible.

In the event of a Bodily Injury or sudden Illness resulting in the hospitalization of the Insured prior to notify IPA, the Insured or his/her representative, where possible, shall contact any of IPA within 3 calendar days of the

occurrence of such emergency or any complication directly relating to such emergency. In the absence of such notice, IPA may hold the Insured responsible.

In the event of repatriation after treatment, in order to facilitate prompt response, the Insured or his/her representative shall, as far as possible, provide:

- The name, address and telephone number of the hospital or other medical facility where the Insured has been attended; and,

- The name, address and phone number of the attending physician and, if necessary, the family doctor of Insured.

IPA medical team shall have free access to the Insured in order to assess the Insured's condition. Without reasonable justification for denial of such an access, the Insured will not be eligible for further medical assistance.

On a case per case basis, IPA medical team will decide the date and means of such repatriation on the ground of medical necessity.

In the event of repatriation of the Insured by IPA, the Insured shall surrender the unused portion of his/her ticket, or the value thereof, to IPA to offset the cost of such repatriation.

### 4.3 Mitigation

Insured shall be obliged to use reasonable efforts to mitigate the effects of an emergency.

### 4.4 Limitation of Assistance

Any claim with respect to an Assistance Event or the right to any legal action or claim shall be forfeited unless such claim is filed within two years of the occurrence of such event.

# 5. Subrogation

In the event that IPA makes any payment in connection with the provision of assistance to an Insured, IPA shall be subrogated to the rights of such Insured to obtain payments from

- (i) any third party found legally responsible for the assistance, up to the amount of such payment made by IPA, and
- (ii) any other insurance or assistance plan which provides compensation to the Assistance Events.

IPA will give a prior notice to the Company before proceeding to obtain the right of subrogation.

## 6. General Exclusions

### 6.1 Excluded Cases

IPA shall not be required to provide the assistance services in any form or manner to the Insured or his/her representative with respect to Bodily Injury or sudden Illness of the Insured:

- Pre-existing Illness or disabilities prior to the commencement of the trip during which the Illness manifests, regardless the Insured is aware of the Illness or not or consultation/medication/treatment are received prior to the trip;
- Planned medical treatment or any trip against medical advice;
- Injuries due to: (a) insanity of self-infliction or conditions related to functional disorders of the mind; (b) rest cure or sanatorium care; (c) drug addiction or alcoholism; (d) communicable diseases requiring by law isolation or quarantine; (e) suicide; (f) sexually transmitted diseases;
- Congenital Abnormalities;
- Any treatment or expenses related to childbirth, miscarriage, pregnancy or maternity. This exception shall not apply to any abnormal pregnancy or vital complication of pregnancy which endangers the life of the mother and/or unborn child during the first twenty-four (24) weeks of pregnancy;
- Injuries arising directly or indirectly as a result of participation in any professional sports, motor rallies, rock climbing, mountaineering normally involving the use of ropes or guides or parachuting, potholing, skydiving, bungee-humping, ballooning, hand gliding, deep sea diving utilizing hard helmet with air hose attachments, martial arts, rallying racing of any kind other than on foot, and any organized sports undertaken on a professional or sponsored basis;
- Injuries sustained contracted as a result of participation in illegal acts;
- Cases related to emotional, mental or psychiatric disorders;
- Services rendered without the authorization and/or intervention of IPA;
- Costs which would have been payable if the event giving rise to the intervention of IPA had not occurred;
- Any assistance service more specifically covered under any insurance policy;
- Cases of minor Illness or injury which in the opinion of the IPA's doctor can be adequately treated locally and which do not prevent the Insured from continuing their travels or work;
- Expenses incurred where the Insured in the opinion of the IPA's doctor is physically able to return to his/her Country of Residence sitting as a Regular Passenger and without medical escort, unless deemed necessary by the IPA's doctor;
- Expenses for medical evacuation or repatriation incurred where the Insured is not suffering from a serious medical condition in the opinion of the IPA's doctor where the Insured can be adequately treated locally, or the treatment can be reasonably delated until the Insured returns to his/her Country of Residence;
- Any medical evacuation or repatriation or transportation of mortal remains requiring the medical escort team or case handlers in any locations to be quarantined according to local law or regulations of the involved countries;
- Contagious diseases requiring quarantine or isolation by law or the commercial carrier;
- The Insured engaging in any form of aerial flight except as a fare paying passenger on a regular scheduled airline or licensed charter aircraft over an established route;
- Any event occurring when the Insured is within the territory of his/her Country of Residence;
- Any expenses incurred as a result of Acquired Immune Deficiency Syndrome (AIDS) or and AIDS related condition of disease;
- Any event involves treatment performed or ordered by a non-registered practitioner not in accordance with the standard medical practice as defined in the country of treatment arranged by the insured or his/her representative without the involvement of IPA;
- Any expenses which is direct result of nuclear reaction or radiation;
- Any expenses incurred for or as a result of any activity required from or on a ship or oil-rig platform, or at a similar off-shore location;

- Any expenses, regardless of any contributory cause(s), involving the use of release or the threat thereof any nuclear weapon or device or chemical or biological agent, including but not limited to expenses in anyway caused or contributed to by act of terrorism or war;
- Travelling to a country, specific area or event when the Red Outbound Travel Alert or the Black Outbound Travel Alert is hoisted to the planned destination by the Hong Kong Security Bureau or regulatory authority in a country to/from which the Beneficiary is travelling has advised against all travel;
- Any performance of the obligation would expose both IPA and the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, law or regulations of the European Union, United Kingdom or United States of America;
- Failure for the Insured to obtain any recommended vaccines, inoculations or medications prior to the trip.

## 6.2 Force Majeure

IPA shall not be held responsible for delays or failures in providing assistance caused by any strike, war, invasion, act of foreign enemies, armed hostilities, (regardless of a formal declaration of war), civil war, rebellion, insurrection, terrorism, political coup, riot and civil commotion, administrative or political impediments or radioactivity or acts of God or any situation out of IPA's control or any other event of Force Majeure which prevents IPA from providing these Worldwide Emergency Assistance Services. Under such circumstances, IPA's obligations shall be suspended during the subsistence of the event of force majeure but only to the extent that IPA is so prevented, hindered and delayed from performing its obligations.

### 7. Governing Law

These Provisions shall be governed by and construed in accordance with the laws of Hong Kong.