# **ICBC-AXA Assurance Co., Ltd.**

# **ICBC-AXA Life GlobalCare Group Medical Insurance**

## Clauses

(The English version is translated from Chinese version and only for reference.)

#### **Contents**

Thank you<sup>(1)</sup> for selecting us-ICBC-AXA Assurance Co., Ltd.

Please go through the following contents before reading the clauses to have a general idea of the clause structure.

# **Chapter I Basic Provisions**

Clause 1 Composition of the Contract

Clause 2 Application Eligibility

Clause 3 Area of Coverage

Clause 4 Insurance Period

Clause 5 Full Disclosure

Clause 6 Restriction on Cancellation of Contract

Clause 7 Data Provision

Clause 8 Special Agreement

Clause 9 Cancellation of Contract

Clause 10 Termination of Contractual Effect

Clause 11 Settlement of Dispute

#### **Chapter II Insurance Liability Provisions**

Clause 12 Insurance Liabilities

Clause 13 Exclusions

# **Chapter III Sum Assured and Premium Provisions**

Clause 14 Sum Assured

Clause 15 Premium

### **Chapter IV Claim Service Provisions**

Clause 16 Direct Billing and Hospital Network

Clause 17 Pre-authorization

Clause 18 Notice of Insured Event

Clause 19 Application for the Insurance Benefit

Clause 20 Payment of the Insurance Benefit

# **Chapter V** Policy Change Provisions

Clause 21	Change in Sum Assured
Clause 22	Change in Number of the Insured
Clause 23	Continuing Cover when Leaving a Group Plan
Clause 24	Change of Professions or Occupation
Clause 25	Designation and Change of the Beneficiary
Clause 26	Chang in Address
Clause 27	Confirmation and Error Handling of Age and Gender

# **Chapter VI** Definitions

# Chapter I Basic Provisions

# **Clause 1 Composition of the Contract**

ICBC-AXA Life GlobalCare Group Medical Insurance Contract (hereinafter referred to as "the Contract") is composed of the insurance policy certificate, table of benefits, other insurance certificates and attached provisions, insurance application form and the application documents, declaration, endorsement and other written agreements related to the Contact.

If the original copies above are filed by us, the photocopies or electronic copies thereof shall have the same effect; in case of discrepancy between the original copy and the photocopies, the original copy shall prevail.

This contract in English is referred to as "GHMW".

## **Clause 2 Application Eligibility**

The **Group**<sup>(2)</sup> can be the Policyholder to apply for this insurance with us for its members who are healthy, can live a life, work or study in a normal way. The physically healthy **dependants** <sup>(3)</sup> of the insured can also take part in the insurance upon our review and approval. In case of provisions otherwise agreed, such provisions shall be implemented.

The insured shall have lived in Mainland China, Hong Kong or Macau Special Administrative Regions and Taiwan for at least 9 months or longer during the insurance period; if the insured fails to meet this condition, or in case of change during the insurance period, the insured shall inform us before the application or at the time of such change, we shall have the right to adjust the underwriting condition or premium rate.

#### Clause 3 Area of Coverage

Area of coverage in this Contract is divided into Worldwide Excluding USA and Worldwide. The area of coverage will be selected by you at the application and specified in the insurance contract.

#### Clause 4 Insurance Period

Once you apply for insurance, and we agree to accept insurance, the contract is established. This contract takes effect on the day we agree to underwrite the contract, receive the premium and sign and issue the policy. The start date is stipulated in the insurance contract.

The contract starts on 24 o'clock of the effective date in the policy and ends on 24 o'clock of the date any termination conditions occur.

Unless stipulated otherwise, the insurance period of this contract is one year as stated in the insurance contract.

You can apply with us for renewal of insurance as the expiration of the insurance period approaches. We will handle the insurance renewal procedures after we approve through review. The premium rate will be determined based on the risk characteristics of the insured at the time of renewal and the re-calculated premium will be collected accordingly. This Contract is non-renewal-guaranteed. We will inform you in writing before the expiration of the insurance period of this Contract if we do not accept the renewal.

#### Clause 5 Full Disclosure

When concluding this contract, we shall explain the contents of this contract to you.

With respect to the Exclusion Clauses, we shall give an indication which is sufficient to have your attention on the insurance application form, policy sheet or other insurance certificates and explicitly explain the contents of such clauses in writing or illustrate orally to you at the conclusion of this contract. Such clause shall not become effective without giving the indication or explicit explanation.

We will put forward inquiry about the relevant information of the policy holder and the insured and you shall disclose truthfully.

You shall also disclose the relevant information of you and the insured to us at the application for information change.

We shall have the right to terminate this contract provided that you fail to perform the obligation of truthful disclosure intentionally or due to gross negligence, which is sufficient to affect our underwriting decision of insurance or the increase in the premium loading.

Provided that you fail to perform the obligation of truthful disclosure on purpose, we reserve the right of neither bearing the liability for benefit payment nor refunding the premium to you for the insured event that is occurring prior to the termination of this contract.

Provided that you fail to perform the obligation of truthful disclosure due to gross negligence and which has a material impact on the occurrence of an insured event, we will hold no liability for benefit payment for the insured event that is occurring prior to the termination, but shall refund the premium to you

We shall not terminate this contract provided that we are aware of the information which is not disclosed truthfully by you at the conclusion of this contract; and we will be liable for benefit payment at the occurrence of insured event.

#### Clause 6 Restriction on Cancellation of Contract

The right to terminate this contract defined in previous clause shall eliminate if not executed after 30 days upon the awareness of the cause of termination.

#### Clause 7 Data Provision

You shall provide us with the name, gender, age, birth date, premium payment slip and all other data related to this Contract of each insured and you are recommended to record and keep such data in detail.

#### **Clause 8 Special Agreement**

If we underwrite the Contract with the special agreement or supplemental conditions, we will specify in the insurance contract. If there is any discrepancy between such special agreement and this Contract, the special agreement shall prevail.

#### Clause 9 Cancellation of Contract

You may make written application with us for cancellation of this Contract during the effective period of this Contract and return us your Contract, membership cards and other insurance

certificates. The insurance liabilities in this Contract shall be terminated since the date when we receive the written application. We will refund you the **unearned net premium**<sup>(4)</sup> within 30 days upon the receipt of the written application, your Contract and other insurance certificates.

#### Clause 10 Termination of Contractual Effect

This Contract shall be terminated if any of the following circumstances occurs:

- 1. The insurance contract period expires.
- 2. The insurance applicant applies with us for cancellation of this Contract during the effective period.
  - 3. The number of the insured in this Contract does not meet the regulatory requirements.
  - 4. Other situations of termination agreed in this Contract.

## Clause 11 Settlement of Dispute

Any dispute arising during the fulfillment of this contract shall be resolved between the two parties concerned by either of the following two means according to the provisions hereof:

I Any dispute arising from the fulfillment of this contract as well as its attached provisions or special agreements shall be resolved by both parties through negotiation. In case of failure to reach an agreement, such dispute shall be submitted to XX arbitration commission for arbitration.

If Any dispute arising from the fulfillment of this contract as well as its attached provisions or special agreements shall be resolved by both parties through negotiation. In case of failure to reach an agreement, such dispute shall be submitted to the People's Court.

# **Chapter II Insurance Liability Provisions**

#### Clause 12 Insurance Liability

If an insured event occurs to the insured in the area of coverage during the effective period of this Contract, for the actually occurred, reasonable and necessary medical expenses, we will pay the beneficiary the insurance benefit according to the payment conditions agreed between you and us. All benefits shall be restricted within the upper payment limit or the upper limit of coverage times. When the sum of one or more payments for the insurance benefit reaches the corresponding amount limit of the insured, our insurance liabilities to the insured shall be terminated.

Payment percentage, coverage benefit limit or other payment conditions shall be agreed by you and us, and specified in the Contract.

If the occurred medical expenses have been reimbursed from any governmental departments, social benefit departments, social security insurance, or commercial medical insurances, we will only pay the insurance benefit for the remaining expenses in accordance with this Contract.

#### Inpatient and Daycare Benefit

If due to **jnjury accidental event**<sup>(5)</sup> or illness, the Insured is determined by **the doctors**<sup>(6)</sup> with definite diagnosis to be needed **inpatient treatment**<sup>(7)</sup>, we will pay the insurance benefit for hospitalization according to the agreed payment conditions for the reasonable and necessary hospitalization expenses in each hospitalization treatment. If **the insured still needs** hospitalization treatment at the expiration of the effective period of this Contract, we will bear the insurance liabilities of hospitalization treatment for at most 30 days from the date immediately followed by the expiration date, while the accumulated payment will still be restricted within the upper limits of the corresponding item or the upper limit of the coverage times as well as the overall insurance benefit limit for the insured shall not be exceeded.

Such benefits shall include:

1. Private standard room: the fee for bed that actually occurs in hospitalization and is not higher than the standard private room (excluding suite, family beds), including ICU bed fee.

- 2. Meal: meal fee that actually occurs during the hospitalization period for the meals provided by the hospital and conform to the customary standards, excluding fees for personal purchase of food and beverage during the hospitalization period.
- 3. Nursing care: fee for the clinic care service provided by **the professional nurses** <sup>(8)</sup> to the insured with specified care level as shown by the doctor's advice.
- 4. Diagnostic tests: the fee incurred for testing and examination necessary for doctors diagnosis during the hospitalization period.
- 5. Medical treatment fees: the fee incurred for technical and labor, use of medical appliance and the consumables for the necessary medical means during the hospitalization period.
- 6. Medical practitioners' and specialists' fees: including fees for the surgeons, anesthetists, physicians and specialists.
- 7. Medicines, drugs and dressings: fee actually incurred for the domestic or imported prescription drugs with the drug approval code or registered certificate for imported drugs, registered certificate of pharmaceutical products issued by the National Drug Supervision and Administration Department that is reasonable, customary and necessary for medical treatment and that must be prescribed by the doctor (fee for prescription drugs actually incurred at a hospital outside Chinese Mainland shall conform to the provisions of the drug supervision and administration department of the country and region where such fee is incurred). Such fee shall not include:
- (1) Chinese patent medicine and Chinese herbal medicine
- (2) Drugs to regulate immune function not in a state of an illness and drugs not prescribed by the doctor.
- (3) Cosmetic and weight-loss drugs
- (4) Precautious drugs
- 8. Inpatient surgery: reasonable fee for operation incurred in an operation other than organ transplantation implemented according to the medical service condition during the hospitalization period, including fee for operation room, recovery room, anesthetic fee, operation monitoring fee, operation ancillary fee, material fee, disposable goods fee, medicine fee in the operation and operation equipment fee.
- 9. Companion bed: companion fee for accommodation in the hospital paid to the legal custodian of the insured who is under age of 18 **full years old** <sup>(9)</sup> during the hospitalization

period according to the contractual agreement; or for the female insured who has her child under age of 1 during the hospitalization accommodation period according to the contractual agreement. Companion bed fee is only for one bed and shall not exceed the bed standard of the insured.

- 10. Physiotherapy treatment: the fee incurred for physiotherapy by the qualified doctor during the hospitalization period. Physiotherapy shall be a treatment of illness by using the artificial physical factors (like light, electricity, magnetism, sound, heat, cold, etc.). Corresponding therapies includes electrotherapy, phototherapy, magnet therapy, thermal therapy, cold therapy, hydrotherapy and ultrasonic therapy. The following conditions shall be met:
- (1) In Mainland China, the actual therapy items shall comply with the national medical service item specification, but not including mud therapy, wax application therapy, bubble bath and medicine dipping bath therapy.
- (2) Physiotherapy occurred outside the Mainland China refers to physiotherapy that is referred by the western medicine with certificate for need of physiotherapy and implemented by the qualified physiotherapist after occurrence of insured event.
- 11. Chiropractic, **homeopathic** <sup>(10)</sup>, **acupuncture treatment** <sup>(11)</sup>: fees for spine massage, homeopathy, acupuncture therapy implemented by the qualified doctor during the hospitalization period.
- 12. Traditional Chinese treatment: fees for Chinese traditional treatment and medicines with approval for use from the competent supervision and administration department of the treatment location that is prescribed and implemented by the qualified doctor during the hospitalization period.
- 13. Psychiatric treatment and psychotherapy: refers to the reasonable and necessary fee for the treatment of the insured who suffers mental illness at the local special mental illness medical institution or the institution with mental illness department registered legally, after this insurance policy takes effect for 12 months and we have approved the insurance renewal, including but not limited to therapy for bulimia, anorexia, attention deficit disorder (12) and attention deficit hyperactivity disorder (13). The number of accumulated payment days for such insurance benefit shall not exceed 30 days within a single insurance policy year.

#### Hospital Cash Benefit

If the medical expenses for hospitalization treatment due to accidental injury or illness that are covered by the scope of liability agreed in this Contract have been fully reimbursed by other sources (including social security insurance department, the employer and commercial insurance entity), we will pay the insured for the hospitalization daily rate subsidy equal to the actual number of hospitalization days multiplied by the hospital daily rate, and the number of payment days shall not exceed 30 days in a single insurance policy year.

If the Inpatient and Daycare Benefit under this Contract has been applied for the purpose of the same health insured event of hospitalization in each insurance policy year, no Hospital Cash Benefit shall be applied. If the beneficiary applies the Inpatient and Daycare Benefit after he/she receives the payment of Hospital Cash Benefit, we will pay the Inpatient and Daycare Benefit after deducting the Hospital Cash Benefit which has been paid from the amount payable.

#### | Outpatient Benefits

We will pay the insurance benefit for outpatient emergency treatment for the following reasonable and necessary expenses due to accidental injury or illness in accordance with the agreement.

Such insurance benefit shall include:

- 1. Medical practitioners' and specialists' fees: refers to fee charged for services provided to the insured (including registration fee) by the attending doctor or consultant.
- 2. Diagnostic tests: the fee incurred for testing and examination necessary for medical means needed for diagnosis at the time of outpatient and emergency treatment.
- 3. Magnetic Resonance Imaging (MRI), Positron Emission Computed Tomography (PET) and X-ray Computed Tomography (CT) scans: refer the reasonable examination fees for MRI, PET; CT scans necessary in the testing and examination for the purpose of diagnosis at the time of outpatient and emergency treatment.
- 4. Treatment fees: the fee incurred for technical and labor, use of medical appliance and the consumables for the necessary medical means for the purpose of treatment of the illness of

the patient at the time of outpatient and emergency treatment.

- 5. Outpatient surgical operations: reasonable and necessary fee for operation incurred in an operation at the time of outpatient and emergency treatment, including surgeon's fee, fee for operation room, recovery room, anesthetic fee, operation monitoring fee, operation ancillary fee, material fee, disposable goods fee, medicine fee in the operation and operation equipment fee.
- 6. Outpatient prescription medicines, drugs and dressings: fee actually incurred for the domestic or imported prescription drugs with the drug approval code or registered certificate for imported drugs, registered certificate of pharmaceutical products issued by the National Drug Supervision and Administration Department, and which is reasonable, customary and necessary for medical treatment and must be prescribed by the doctor at the time of outpatient and emergency treatment(fee for prescription drugs actually incurred at a hospital outside Chinese Mainland shall conform to the provisions of the drug supervision and administration department of the country and region where such fee is incurred). Such fee shall not include:
- (1) Chinese patent medicine and Chinese herbal medicine.
- (2) Drugs to regulate immune function not in a state of an illness and drugs not prescribed by the doctor.
- (3) Cosmetic and weight-loss drugs.
- (4) Precautious drugs.
- 7. Physiotherapy treatment: the fee incurred for physiotherapy implemented by the qualified doctor at the time of outpatient and emergency treatment. Physiotherapy shall be a treatment of illness by using the artificial physical factors (like light, electricity, magnetism, sound, heat, cold, etc.) And the corresponding therapies include electrotherapy, phototherapy, magnet therapy, thermal therapy, cold therapy, hydrotherapy and ultrasonic therapy. The following conditions shall be met:
- (1) In Mainland China, the actual therapy items shall comply with the national medical service item specification but not include mud therapy, wax application therapy, bubble bath and medicine dipping bath therapy.
- (2) Physiotherapy occurred outside the Mainland China refers to physiotherapy that is referred by the western medicine with certificate for need of physiotherapy and implemented

by the qualified physiotherapist after occurrence of insured event.

- 8. Chiropractic, homeopathic and acupuncture treatment: fees for spine massage, homeopathy, acupuncture therapy implemented by the qualified doctor at the time of outpatient and emergency treatment.
- 9. Traditional Chinese treatment: fees for Chinese traditional treatment and medicines that are prescribed and implemented by the qualified doctor at the time of outpatient and emergency treatment, under the approval for use from the local competent supervision and administration department of the treatment.
- 10. Psychiatric treatment and psychotherapy: refers to the reasonable and necessary fee for the treatment of the insured who suffers mental illness at the local special mental illness medical institution or the institution with mental illness department registered legally after this insurance policy takes effect for 12 months and we have approved the insurance renewal, including but not limited to therapy for bulimia, anorexia, attention deficit disorder and attention deficit hyperactivity disorder.

#### **IV** Outpatient dental treatment Benefit

For the following customary, reasonable and necessary medical expenses of each medical treatment at dental clinic for the insured who suffers dental illness, we will pay the insurance benefit for dental medical treatment within the annual limit at the agreed percentage. The accumulated payments during the insurance period shall not exceed the upper limit for the insurance benefit for outpatient dental treatment whether the insured gets single or multiple dental clinic treatments. At the first application or non-continual application for this insurance, a waiting period of 3 month since the effective date shall apply if the insured is to have the preventive dental treatment or routine dental treatment; the waiting period is 6 month if the insured needs major restorative dental treatment. No waiting period is applied for dental treatment arising from accidental injury event. If the insured has dental treatment during the waiting period, we will bear no insurance liability.

1. Preventive dental treatment includes fees for general X-ray dental examination, teeth health advise, fluorine appliance treatment, cleaning teeth and polishing (preventive); and the

benefit payment for cleaning teeth is limited to two times at most for each plan year.

- 2. Routine dental treatment includes treatment of periodontal disease (including gingivitis, parodontitis or other gum diseases), amalgam alloy or resin compound fillers, and simple tooth extraction.
- 3. Major restorative dental treatment includes root-canal treatment, tooth recovery (dental crown, bridge, inlay, etc.), fee for extraction of wisdom tooth/ impacted tooth (including fees for the related assay and anesthesia)

#### V Other Benefits for Medical Treatment

If the insured suffers accidental injury or illness, we will pay him/her other insurance benefit for the following reasonable and necessary medical expenses. The accumulated payment of this benefit category will be restricted to the upper limits of all corresponding items or the coverage times, and the overall insurance benefit shall not be exceeded. If medical expenses still occur when the paid insurance interests of other insurance benefit reach its upper payment limit, no limit quota from the benefit category of hospitalization or the outpatient emergency treatment can be used. Other insurance benefit shall include the following items:

1. Nursing at home: refers to the rehabilitation care service of a registered nurse at home within 90 days after in-patient or outpatient treatment, which is suggested by doctor and directly related to the insured event occurred to the insured, including rehabilitation health care, family health guide and other hygiene consulting service, and change of medical prescription, catheterization, blood pressure measurement, transfusion, injection, pressure ulcer care, nasal feeding, fistulization and other technical service of clinic care that can be implemented at home.

Rehabilitation Care refers to the medical treatment to promote recovery of body mechanism of the insured after operation, received at the qualified rehabilitation hospital, rehabilitation center, or the rehabilitation department of a general hospital,. The treatments include physiotherapy, massage, biofeedback therapy, and rehabilitation care, etc.

2. Hormone replacement therapy: refers to the reasonable and necessary medical expenses for hormone replacement therapy for the female insured who suffers climacteric

syndrome due to induced aberration or before the age of 40.

- 3. Treatment for HIV or AIDS <sup>(14)</sup>: refers to the reasonable and necessary medical expenses incurred at each hospital treatment for AIDS or HIV-affected conditions of the insured. It is available after the insured have had 48 months continuous cover and the renewal is approved.
- 4. Emergency local ambulance: refers to the costs of appropriate ambulance transport needed, sent from the emergency center and for purpose of saving the life of the insured.
- 5. Chronic medical conditions: refers to the reasonable and necessary medical expenses incurred at each hospital treatment of chronic diseases of the insured diagnosed by the doctor within the scope of insurance liability.

Chronic diseases refer to an injury, illness or symptom meeting one of the following conditions:

- (1) Continually receive medical treatment necessary for over 3 months;
- (2) The course of disease is expected to be long-term and the rehabilitation date cannot be reasonably expected; the disease may relapse, needs continuous or regular care.
- 6. Terminal medical condition: refers to the reasonable and necessary hospitalization expenses incurred at each time of temporary alleviation of symptom at the hospital, the local hospice care institution legally registered or the medical institution with hospice care rooms for the insured who suffers from terminal illness diagnosed by the doctor.

The terminal illness refers to a serious disease, as diagnosed and determined by the doctor, that has developed into its last stage and is considered by the hospital doctors as incurable based on the existing medical technology, and the average survival time of the patient will be below 6 months according to the medical and clinic experience.

- 7. Organ transplants: refers to the operation fee, ancillary treatment fee, fee for rejection pharmaceuticals, and examination fee for the liver transplantation, kidney transplantation, heart transplantation, lung transplantation, pancreas transplantation or bone marrow transplantation conducted at a qualified hospital based on medical need, with the insured as the receptor and on the basis of clarified diagnosis from the specialist.. This will not include relevant expenses for identification of the organ donor, match, procurement and excision, storage, transportation of the organ.
- 8. Cancer care: refers to the reasonable and necessary medical expenses incurred at each

hospital treatment of the insured who is diagnosed with cancer.

9. Emergency medical treatment outside of your area of cover: refers to the reasonable and necessary medical expenses incurred by the related emergency medical treatment to the insured due to accidental injury or abrupt **acute disease** <sup>(15)</sup> at the travel in countries and regions outside the area of coverage as agreed in this Contract during the effective period of this Contract.

#### VI Wellness and Vaccinations Benefit

We will pay reasonable expenses as agreed for the following items of expenses the insured incur:

- 1. Routine health check (16) for adult over age of 18
- 2. Well-child tests for children and juveniles under 18
- 3. Vaccination for children and juveniles under 18

#### VII Emergency Evacuation & Repatriation Benefit

- 1. Evacuation and Repatriation
- (1) If the insured suffers accidental injury or abrupt acute disease that may result in death or serious injury without timely treatment, , upon the confirmation by the authorized doctor from the assistance provider, the Company will arrange the insured for medical care at the hospital closest to the accident place or send the nearest doctor on site for treatments, and we will bear the related transportation expenses if there is any. Local ambulance transportation shall be selected with priority as long as it is available.

If the authorized doctor considers the medical conditions of the local hospital as insufficient for the medical needs of the insured, the Company will arrange the transportation of the insured through the assistance provider to a hospital suitable for such medical care within the reasonable reach, and we will bear the related transportation expenses. If the authorized doctor suggests there is the necessity due to state of the illness or **as required by the local laws and regulations**, the Company may arrange the transportation of the insured escorted by the medical personnel through the assistance provider and will bear the additional expenses.

The Company shall have the right to decide on the transportation destination and medical institution based on the state of illness or injury of the insured. If the insured rejects the medical treatment at the arranged medical institution, the transportation cost from this assigned medical institution to the medical institution selected by the insured shall be borne by the insured in full. If the insured arranges transportation at his or her own discretion without approval from the assistance provider, the transportation fee shall be borne by the insured in full.

If in emergency and for medical needs the insured is transported to the closest hospital in the ambulance by the local emergency institution, the Company will bear the expenses occurred.

- (2) After the emergency transportation, the return flight fare of economy class of the insured to **the country of residence** <sup>(17)</sup>. If the insured chooses other ways of transportation, we will pay for the actual expenses up to the limit of flight fare with economy class standard.
- (3) We will bear the following expenses for a companion personnel during evacuation and repatriation:
- 1) Round-trip flight fare of economy class. In case of other transportation means, the payment will be made to the same way as it referred in the preceding paragraph.
- 2) Accommodation fee for one night including the breakfast of the next morning.
- 3) Round-trip car fare from the airport, harbor or other transportation hub to the accommodation
- 4) Round-trip car fare from the accommodation to the assigned transportation hospital, limited to one time a day.

Companion personnel shall include the joint insured or close relatives (18).

#### 2. Mortal remains

If the insured dies outside home country, we will pay the costs of transporting the body or mortal remains to home country or residence country; or we will pay the costs of preparing the body or mortal remains for local burial; or we will pay the costs of local cremation and transporting the remains to home country or residence country.

#### 3. Compassionate emergency visit

If the insured travels outside of the home country or the country of residence, while a close

family member back there dies or is critically ill, we will arrange through assistance provider and pay the insured for round-trip flight fare of economy class from the area of coverage to the country of citizenship or the country of residence for handling the funeral or visit.

If when the insured travels within the country of residence while a close family member dies or is critically ill and the insured needs to return to the residence place for a visit or handling the funeral, we can arrange through assistance provider and pay the insured for round-trip flight fare of economy class to and from the residence.

Each insured is entitled only one round-trip travel in each plan year under this benefit. If the insured uses other transportation means, we will pay for the actual expenses up to the limit of flight fare of economy class.

VIII Optional Maternity Related Benefits (this optional benefit is applicable to should refer to the Table of Benefits)

The policy-holder may select this optional maternity related benefit in the insurance policy and specify in this Contract.

After this Contract takes effect for 12 months in continuity and we approve the renewal, if the insured gets pregnant, we will pay the insurance benefit for the actual expenses incurred within respective upper limits, in accordance with agreements in the insurance policy as well as with the covered items and pay percentage specified in this Contract. Among this, the pay percentage shall be only applicable for the first successive 24 months of the optional pregnancy and maternity insurance.

- 1. Normal uncomplicated pregnancy and childbirth
- 1) Delivery costs, including expenses for meals and care during the hospitalization for the delivery
- 2) Prenatal checkups and postnatal checkups
  - (1) This benefit covers 12 routine antenatal checkups under the premise of a normal uncomplicated pregnancy. If any more antenatal checkup is needed, a medical certificate with full reasons shall be provided by a qualified treating doctor.
  - (2) 2D ultrasound scans shall be limited to 3 times under the premise of a normal

- uncomplicated pregnancy. If any more 2D ultrasound scan is needed, a medical certificate with full reasons shall be provided by a qualified treating doctor.
- 3) Costs for new-born child care, which refers to the following fees incurred by the infant within 4 weeks after birth, including:
  - (1) Physical examination fee for the new-born infant
  - (2) Routine blood test fee for the new-born infant (including but not limited to the examination of thyroid function, PKU and G6PD function)
  - (3) Fee for supplementation of vitamin K, hepatitis B and BCG vaccine, **each item is** limited to 1 time.
  - (4) Fee for one hearing test, which is limited to 1 time.
  - (5) Accommodation costs for **no more than four nights** for the new-born child due to the mother regular stay at the hospital.
- 2. Complications during pregnancy and childbirth

We will pay the insurance benefit for medical treatment in accordance with the agreement for the reasonable and necessary outpatient and hospitalization expenses incurred at each treatment for complication arising before or during the delivery of the insured. This benefit does not cover any complication arising from improper manual practice, rest cure suggested by medical practitioner, melancholia

#### 3. Birth defects and congenital abnormalities

If the new-born infant is diagnosed with birth defect or congenital abnormality within 6 months after the birth, we will pay the reasonable and necessary expenses incurred for such investigations and treatments within 12 months after confirmed diagnosis.

Birth defect refers to any defect, abnormity, deformity or disability arising during the pregnancy or from the delivery period.

Congenital abnormality refers to a medical situation existing since the birth or considered as existing since the birth which is caused by genetic or environmental factors.

#### 4. Terminating a pregnancy

We will pay the insurance benefit for any reasonable and necessary expenses arising from

termination of pregnancy for medical reasons in accordance with the agreement.

#### 5. Newborn child accommodation

We will pay for expenses for hospital accommodation of the new-born child due to hospitalization of the mother when she is receiving treatment as an inpatient in a hospital (caused by postnatal complicated conditions) in accordance with the agreement.

#### 6. Emergency local ambulance

If the insured or the new-born infant needs to be transported to the closest, suitable local hospital due to emergency in pregnancy or delivery necessity, we will pay for ambulance transportation fee incurred in accordance with the agreement.

#### Clause 13 Exclusions

We will not cover claims for expenses arising from or connected with the following situations:

- I Pre-existed medical conditions, or related medical condition that, within 24 month period before the effective date or the date specially agreed in the insurance contract, has one or more of the following characteristics:
  - 1. It is expressly diagnosed, whether medical treatment is given or not.
  - 2. The insured seeks medical advice or buys medicine, appliance for treatment on his or her own.
  - 3. The insured has accepted treatment for the relevant symptom or physical signs, though the diagnosis is not confirmed.
  - 4. The insured has known or has realized the condition.
  - If the above situation occurs to the insured, he/she shall not be qualified to claim for such pre-existing illness, until a successive 24 months from the last date of medical treatment received and the above criteria are met.
- II Any expenses incurred for pregnancy (including ectopic pregnancy), termination of pregnancy, delivery and post-natal rehabilitation and the relevant complication.

- III Treatment for any infertility, sterility (including erectile dysfunction for any reasons), auxiliary pregnancy (like artificial insemination) and the pregnancy resulted from these condition (including surrogacy), any contraception.
- IV Transsexual operation
- V Medicine or treatment that is experimental or unproven in the treatment location, unless pre-authorization is obtained from us
- VI Expenses for finding and obtaining an organ for transplantation. Treatment expenses for removing the organ from the donor and the relevant complicated conditions in consequence.
- VII Expenses incurred by congenital deformity, congenital disease, genetic disease or chromosome abnormality of the insured (in accordance with the International Classification of Diseases, namely the ICD-10, issued by WHO).
- VIII Expenses caused from the fact that insured brawl <sup>(19)</sup>, get drunk <sup>(20)</sup>, take or injects drugs on initiative <sup>(21)</sup>.
- IX Expenses from suicide or self- injury conducted by the insured intentionally, intentional offense or resistance against criminal coercive measures taken in accordance with laws, unless the insured is a person without capacity of civil conduct at the time of killing or injury.
- X Intentionally exposure to avoidable risks, unless for purpose of saving other one else's life
- XI Medical treatment for injury arising from high-risk sports participated or engaged by the insured, such as diving <sup>(22)</sup>, parachute, rock climbing <sup>(23)</sup>, bungee, driving glider or paraglide, exploration <sup>(24)</sup>, martial competition <sup>(25)</sup>, wrestling, stunt performance, horse riding, motorcycle race, etc.
- XII Costs and losses resulted from nuclear explosion, nuclear radiation or nuclear pollution, chemical pollution, war, military conflict, riot or armed rebellion.
- XIII Intentional killing or willful injury of the insured member acted by the policyholder.
- XIV Expenses arising from traffic accident due to drunk driving <sup>(26)</sup>, driving without legal and effective drive license <sup>(27)</sup>, or driving a motor vehicle without effective vehicle license <sup>(28)</sup>.
- XV Expenses for various cosmetic treatment and plastic surgery items: skin pigmentation,

treatment of acne and rosacea without cyst or abscess on the skin surface; treatment and erasion of benign skin damage (freckle, age pigment, mole and wart) without suspicious cell behavior (such as change in size, shape, color recently); erasion or spider vein, varicosity other than keloid, treatment or operation of epichrosis; cosmetic treatment, lift operation, removal of pouch with laser, treatment of white hair, baldness, alopecia, hare plantation, hair removal, hump nose, boob job, boob shrink, etc.

- XVIExpenses for items for bodybuilding projects like nutrient, weight lose, weight increase, height increase etc.
- XVIITreatment at the health spa, natural treatment clinic or similar rehabilitation institution, or treatment at the private bed registered as "care ward" attached to such institution; environmental therapy implemented for rest and observation, service or treatment by any long-term care institution, spa, hydro outpatient service, rehabilitation institution, sanatorium, nursing home and other medical service institutions not agreed in this Contract.

XVIII Expenses for contact lenses and relevant eyewash or eye drops.

- XIX Expenses for puncture with non medical purpose, tattoo and the relevant treatment resulted.
- XX Treatment of teeth, teeth whitening, dental implantation, inlay and onlay, orthodontic treatment, overlay for purpose of beautification rather than medical necessity and the relevant expenses for the precious metal materials used in any teeth treatment.
- XXI The traditional Chinese medicine will not include the medicine for nursing the health, nutrition or nourishing such as: 1) American ginseng, Cordyceps, sea horse etc; 2) nourishing medicine like Shi Quan Da Bu Concentrated Decoction; 3) animal and animal organs that can be used as medicine, such as pilose antler, sea horse, placenta, penis, tail, muscle, bone, etc; 4) various liquor agent made by traditional Chinese medicine and traditional Chinese medicine decoction pieces.
- XXII Self-bought articles without the doctor's prescription <sup>(29)</sup> (such as mouth wash, tooth paste, cough sweets or mist spray, shampoo or sun cream) except OTC prescribed by the National Drug Supervision and Administrative Department.
- XXIII Prosthesis, orthodontic appliance, orthosis or similar appliances not necessary for

the operation except those prosthesis or durable medical equipment determined by the doctor as essential for the treatment. Rent or purchase of crutch, wheelchair and various physical treatment appliance for rehabilitation or keep-fit massage supply whether they are of treatment nature or not.

XXIV Expenses arising from filling in claim application for medical compensation, including but not limited to the administrative fee, registration fee collected by the hospital (or doctor).

XXV Treatment for any proven medical malpractice accident <sup>(30)</sup> or occupational disease <sup>(31)</sup>
XXVI Addiction arising from alcohol, drug or other addictive substance and any treatment directly or indirectly arising herefrom.

XXVII Examination and treatment related to the sexually transmitted diseases.

XXVIII Items not covered in the Table of Benefit of this Contract; the part of medical expenses exceeding the coverage limits for corresponding items in the Table of Interest.

The following exclusion items are only applicable to the optional insurance benefit for pregnancy and maternity:

I Any related expenses for pregnancy and maternity within 12 months after the optional insurance benefit for pregnancy and maternity takes its initial effect.

II The pre-existing congenital defect or congenital malformation of the direct relative of the fetus before the optional insurance benefit for pregnancy and maternity takes effect.

III Treatment of birthmark

IV Complication arising from artificial insemination

# **Chapter III Sum Assured and Premium Provisions**

# Clause 14 Sum Assured

The sum assured of this Contract shall be agreed by and between you and us, and specified in the Contract.

# Clause 15 Premium

The premium shall be paid in accordance with the amount and payment method agreed between us. The amount and payment method are specified in the contract.

# **Chapter IV Claim Service Provisions**

## Clause 16 Direct Billing and Hospital Network

We set up the medical service network to facilitate a medical visit experiment of more convenience and efficiency.

We reserve the right to update the medical institution list. Please make sure that you have check the most updated hospital list before your visit through our website or contact us with our service hotline.

When the insured seeks the outpatient treatment, emergency treatment in the hospital listed on above medical institutions and the treatment cost occurs, we will directly settle the payment with the medical institution if such cost is covered under the agreed insurance liability, and you have no obligation to pay. For those expenses which are not covered, the insured is still responsible for the rest of the payment to the medical institution after treatment.

#### Clause 17 Pre-authorization

The insured shall apply for pre-authorization with us through the service hotline 48 hours prior to the acceptance of the following treatments:

- I any inpatient treatment, surgical treatment and daycare treatment;
- Il any outpatient examination or treatment at a price of above RMB 8,000
- III emergency treatment outside the area of the cover
- IV Chemotherapy, radiotherapy, blood or peritoneal dialysis for the first time
- V Evacuation & repatriation

In case of the failure to apply for pre-authorization beforehand under an emergent circumstance, the insured shall notify us within 48 hours after his/her commencement of treatment item mentioned above.

Only 60% of the calculated benefits from agreed-upon methods will be covered by us for any incurred fee that is reasonable and necessary if the insured fails to obtain the pre-authorization

beforehand in terms of condition (1) and condition (2).

#### Clause 18 Notice of Insured Event

The insured member, the beneficiary or the policy holder shall notify us of the insured incident within 10 days since the knowledge of the incident. If the insured, the beneficiary or the policy holder fails to provide a timely notice intentionally or with material negligence, which causes the difficulty in the identifying and assessing the nature and the cause of the event or the level of the loss, we shall not be liable for paying the portion of the benefit that is due to the unidentifiable part of the event. Exclusions would be cases that we are made aware of or should have been made aware of the occurrence of the event through other channels in a timely manner, or that the failure to promptly notify does not have an impact on our ability to identify the nature of the event, the cause of the event, or the level of loss caused by the event.

#### **Clause 19 Application for the Insurance Benefit**

As a pre-condition to claim for the benefits, you are required to comply with the following time limits and claim procedure:

- 1. During the validity period of this contract, the beneficiary (or the authorized representative of legal representative) shall fill in the application form for insurance claim within 60 days after occurrence of the insured event with the following proof documents:
  - (1) the original itemized bill and invoice issued by the hospital
  - (2) medical record and formal diagnosis
  - (3) various check and examination reports
  - (4) drug list and prescription
  - (5) ID copy of the applicant
  - (6) other materials helpful in determining the nature and cause of the event
- 2. During the course of claim and review, we shall have the right to carry out a medical examination of the insured within a reasonable scope.

- 3. For incomplete application batches, we will give a notice to the applicant in time to make up the relevant proofs and data.
- 4. If the beneficiary is under 18, his/her parents or guardian may apply for the insurance benefits as the applicant.
- 5. The litigation prescription for the beneficiary to claim the insurance benefits from us is 2 years, counted from the date on which he/she is aware of or should be aware of the occurrence of the insured event.

# Clause 20 Payment of the Insurance Benefit

- 1. Claims will be processed within 10 days upon the receipt of the claim application package; claim result will be available within 30 days in terms of complicate cases (it will start upon the receipt of supplementary materials if additional proof is needed). We will fulfill the obligation of issuing the benefit payment within 10 days once the claim is decided to be under the cover.
- 2. If we fail to perform the obligation above on time, we also bear the responsibility to compensate the beneficiary for the loss resulted from the delay, other than fulfilling the benefit payment.
- 3. As the part of the claim which is not covered under the plan, we will send a notice of claim rejection to the applicant with explanations, within 3 days from the decision making.
- 4. Apart from specially declared herein, the beneficiary of this insurance plan shall be the insured person.
- 5. Within 60 days after we receive the claim application with relevant proofs and materials, we will pay for the part which can be rationalized based on information available if the total amount of the insurance benefits cannot be determined,; and pay for the rest after final amount of the insurance benefits is determined.
- 6. We will make the payment through bank transfer t account provided by you.

Exchange rate: If the currency of your claim is different to the one of our payment, we would apply the listed exchange rate on the day of claim process with foreign currencies. We are not responsible for any potential exchange rate loss.

If the insured fails to pay for the due expense which is not covered under the insurance liability, we shall have the right to request or assist the concerning institution in requesting the insured to pay for the occurred expense.

# **Chapter V Policy Change Provisions**

#### Clause 21 Change in Sum Assured

You cannot change the sum assured during the effective period of this Contract.

# Clause 22 Change in Number of the Insured

- If you need to add a new member/add a new insured, you shall make written notification to us.
   Except otherwise agreed, after we examine and approve, we will commence our liability for
   the increased insured under this Contract from 24:00 of the day when we receive the
   insurance premium.
- 2. If you remove a member / remove a insured, you shall make written notification to us. Except otherwise agreed, we will terminate our liability for the decreased insured (including the spouse and children of such member) under this Contract from 24:00 of the day when we receive such notification. We will refund the unearned premium (32) of the decreased insured under this Contract.
- 3. If the number of the insured under this Contract is less than 5, or less than 75% of the total qualified members for the group insurance, we will have the right to cancel this Contract and refund the unearned insurance premium.

# Clause 23 Continuing Cover when Leaving a Group Plan

If the coverage of the insured under the group insurance plan is terminated, the insured may make application for renewal with us. If the insured is eligible for the individual insurance plan, the insurance of the insured will be changed into ICBC-AXA Life GlobalCare Medical Insurance after we approve.

Application of the insured for continuing cover when leaving a group plan shall be submitted before leaving the group plan. The premium and benefits are according to the applicable individual insurance premium rate and benefits on the date of application made by the insured.

The effective day of the new insurance policy of the insured shall be the first day after the insured left the group insurance plan.

#### Clause 24 Change of Professions or Occupation

The policy holder or the insured shall notify us in writing within 10 days upon any change in occupation or post of the insured. If the danger or risk level of the changed occupation or post of the insured decreases according to our classification of occupation, we will refund the unearned premium subject to the difference upon the receipt of the notice; if the danger or risk level increases, we will charge a premium loading subject to the difference upon the receipt of the notice and from the date of the occupation change. If we decline to continue the cover for the changed occupation or post of the insured based on our classification of occupation, the contract between the insured and us shall be terminated from the date of such change and we shall refund the unearned premium.

In terms of failures to provide a timely notice of occupation change before an insured event occurs, for the danger of the changed occupation or post of the insured increases, we will calculate and pay the insurance benefits with the proportion of original premium paid and due amount. However, if we shall reject to cover such occupation or post according to our classification of occupation, we shall hold no liability to pay the insurance benefits upon the occurrence of insured events.

#### Clause 25 Designation and Change of the Beneficiary

Except otherwise agreed, the beneficiary of the insurance benefit shall be the Insured himself/herself.

#### Clause 26 Change in Address

You shall notify us in writing of any change in your residential address, or mailing address (including email address) in a timely manner; if you fail to notify us of such changes, sending the relevant notice to the last residential or mailing address (including email address) indicated in this contract shall be deemed as delivered.

# Clause 27 Confirmation and Error Handling of Age and Gender

The age of the insured shall be calculated at the full year.

When you apply for insurance, the age and gender of the insured which are consistent with effective ID cards shall be specified on the insurance policy. In case of errors, the following rules shall be followed for handling:

- 1. If the true age of the insured does not meet the age restriction in our insurance rules at the insurance application, we will not be liable for the insurance liability for the insured and refund the unearned insurance premium of the insured.
- 2. If the insurance premium collected based on the true age or gender of the insured is more than the paid insurance premium, we will have the right to correct and request you to supplement the insurance premium. In case of occurrence of insured event, we will have the right to make payment at the ratio of the paid premium to the premium payable at the payment of insurance premium.
- 3. We will refund the additional premium to you without interest if the insurance premium collected based on the true age or gender of the insured is less than the paid insurance premium.

## **Chapter VI Definitions**

You (1): refers to the policy-holder.

Group (2): refers to the legal organization established not due to purchase of

insurance within the territory of the People's Republic of China, including

state organs, colleges and universities, institution or enterprise,

industrial organization, employees' union, etc.

The Dependant (3) refers to the insured's:

1. spouse;

2.unmarried children, step-children or children legally adopted under

the age of 18;

3. unmarried children under age of 25, limited to children receiving

full-time school education (written certificate of the education institution

shall be provided)

Unearned net premium

(4):

refers to the insurance premium calculated as the premium payable in this period after deduction of an **administration expenses** <sup>(33)</sup> at 25%, multiplied by the number of remaining days for the premium in this period, divided by the number of days covered by the premium in this period.

Formula:

Unearned net premium = Premium payable in this periodx (1-25%)

×Number of remaining days for the premium in this period / Number of

days covered by the premium in this period

Injury Accidental event (5) refers to the external, abrupt, unintentional, non-disease objective event

which serves as the direct and sole reasons for the bodily injury of the

insured.

The Doctor (6) refers to a person with medical occupational qualification, including

physician, general doctor, specialist, medical advisor and any other

person who is engaged in medical service within the corresponding

license and training scope.

Inpatient Treatment (7) refers to the course where the insured is admitted at the official ward bed due to illness or accidental injury and accepts 24-hour monitored medical treatment and for which the official procedures of admission and discharge are handled, excluding admission to the outpatient observation room, other informal ward bed or false inpatient treatment (34)The Professional nurse refers to the nurse listed in the nurse register of the national nurse (8) registration organization Full year (9) refers to the age calculated on the basis of the birth date recorded in the effective identity certificate. Homeopathic (10) refers to the therapy method where a small dose of medicine is used to gradually alleviate or eliminate the symptom of the patient; for instance, homeopathy for diarrheic is to give a small dose of relaxation agent. Acupuncture (11) refers to the therapy implemented by the qualified doctor by using needles (including laser) Attention deficit disorder refers to the pathological state caused by biological change with the (12)symptom as: abstraction in attention, excessive activities, impulse and unrestraint, etc. Attention deficit refers to a common mental disorder occurring to the children, the hyperactivity disorder (13) expression of which shall be attention, hyperaction, impulse and caprice or together with other relevant mental disorder and which may be determined only upon such expression in excess of the age of a child and the normal scope of his/her growth. HIV or AIDS (14) Refers to human immunodeficiency virus, or HIV in abbreviation. AIDS refers to acquired immune deficiency syndrome (abbreviation: AIDS) caused by HIV. When HIV is found or the antibody is positive in the examination of the blood or other samples of a person, we call the person infected by HIV; if the person has the obvious clinic symptom or physical sign, we call the person suffers AIDS. Acute disease (15) refers to the disease within short course, serious state (especially the

serious acute disease or trauma) which needs short medical treatment.

Routine health check (16) refers to regular physical examination made without any medical condition. Country of domicile(17) refers to the country where the insured and his/her dependant live during the most part of a year of insurance (often more than 6 months). Close relative (18) refers to the dependant, parents, step-parents, parents of the spouse, grandparents, grandchildren, sisters and brothers, sisters and brothers of the spouse, children of the spouse or custodian. Brawl (19) refers to fighting caused by the provocation or intentional action of the insured. Drunk (20) refers to the state where the alcohol content is higher or equal to 100 mg in 100 ml of blood. Drug (21) refers to opium, heroin, methyl amphetamine (ice), morphine, hemp, cocaine and other stupefacient and psychotropic substance that can make persons addictive and is controlled by the state in accordance with the criminal law of the People's Republic of China, excluding prescription drug containing narcotics that is prescribed by the doctor for treatment of disease in accordance with the doctor's advice. Diving (22) refers to underwater sports in the ocean, river, lake, reservoir, cannel using assisted respiration equipment. Climbing (23) refers to sports like climbing cliff, outer wall of building, artificial cliff, glacial cliff, iceberg. Exploration (24) refers to the behavior where a person knows exactly the risk of losing life or body injury in a special natural condition while intentionally exposing himself/herself to such behavior, such as drifting in ocean and river, mountain climbing, hiking through sands or virgin forest untraveled. Martial art competition refers to adversary judo, karate, taekwondo, free combat, boxing and (25)various Chinese boxing and adversary competition using appliance between two or more persons.

Drunk driving (26)

refers to driving activity where the driver of some vehicle has alcohol content in his/her blood reaches or exceeds a certain standards, which is identified as driving after drinking wine or driving with drunk state by the traffic management department under the public security authority in accordance with Road Traffic Safety Law.

Driving without valid

refers to one of the following situations:

driving license (27)

- (I) has not obtained driver license;
- (II) drive a motor vehicle inconsistent with the vehicle type allowed to drive in the driver license;
- (III) drive a motor vehicle with the driver's license that is unqualified in the inspection or expired
- (IV) learn to drive a motor vehicle with a learning license not companied with an coach on the vehicle or not at the designated time or on the designated route.

Driving without valid

refers to one of the following situations:

vehicle license (28)

- (I) has not obtained vehicle license;
- (II) the vehicle driven has been registered as revoked in accordance with laws;
- (III) fail to go through the technical inspection on vehicle safety in time and in accordance with laws or fail such inspection.

Prescription (29)

refers to the drug that can only be obtained with a doctor's prescription including the following drugs (that is, recommended by the doctor): calcium agent, cream formula, drugs with nature of experiment or research.

Medical Malpractice

accident (30)

refers to an accident of bodily injury of the patient caused by the medical institution and its medical staffs due to violation of administrative laws, rules, department regulations on medical treatment and hygiene and regulations on diagnosis and treatment and care and regular behaviors or by negligence during the medical service.

Occupational disease refers to the disease caused by one or more factors bad for health (31)during the production environment or labor process. Factors bad for health is called occupational hazard. Scope of occupational disease shall be subject to the stipulation on the kinds of occupational disease officially formulated by the State at the of occurrence insured event. Unearned premium (32) refers to the insurance premium calculated as the premium payable in this period multiplied by the number of remaining days for the premium in this period, divided by the number of days covered by the premium in this period.

Formula:

False Inpatient Treatment

(34)

Unearned premium = Premium payable in this period x Number of remaining days for the premium in this period / Number of days covered by the premium in this period

Administration expenses refers to the sum of the average shared management fee (including operating expenses, all taxes, fund of insurance guarantee) and the (33)agency fee for each insurance contract.

> refers to stay of the insured who has gone through the official admission procedures at the ward bed or the hospital not for 24 hours with features that no treatment is given for certain successive days during the hospitalization and only care fee, diagnosis fee and ward bed fee are

incurred.

[The end of this page]

GHMW34