

# ICBC-AXA Assurance Co., Ltd.

## ICBC-AXA Life GlobalCare Medical Insurance Clauses

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

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

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## Chapter 1 Insurance Liability Provisions

### Clause 1 Composition of the Contract

ICBC-AXA Life GlobalCare Medical Insurance Contract (hereinafter referred to as the "Contract") is composed of the insurance policy, benefit table and other insurance certificates and the accessory provisions, insurance application form and the application documents, declarations, endorsements and other written agreements related to the Contract.

If the above original copies are on file by us, the photocopies or electronic photocopies 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 "HMW".

### Clause 2 Application Eligibility

Any person, from an infant who was born and left hospital in good health to an individual who is currently **65 full years old** <sup>(2)</sup> (can renew to 74 years old) and in good health, is qualified as the insured under this insurance.

For Juvenile under the age of 18, at least one of his or her parents shall apply for this insurance as the insured, then the juvenile under the age of 18 is qualified to join the insurance contract as the **dependant** <sup>(3)</sup>. For an individual older than 18 years (include 18 years) with a complete civil capacity, he or she or the person has an insurable interest may join this insurance by direct application.

The main insured and dependants shall reside in mainland China, Hong Kong, Macao or Taiwan for no less than nine months in each policy year.

Apart from the above agreement, the coverage of the optional maternity benefit still must meet: The minimum age of the insured is 18 and the maximum age is 44 years old. After the insured reaches 46 years old, the optional maternity benefit will be terminated on the renewal date.

### Clause 3 Insurance Period and Renewal

Once you apply for insurance, and we agree to accept insurance, the contract is established. This contract starts to take effect on the day when we agree to underwrite the contract, receive the premium and sign and issue the policy, the specific effective date is stipulated in the insurance contract.

The insurance period of this contract is one year. Unless stipulated endorsements, the insurance period of the contract starts on 24 o'clock of the effective date in the policy and end on 24 o'clock of the date any termination conditions occur.

We will send the renewal notice to you in a written form at least 4 weeks before the expiration date of each insurance period. If you agree to our terms of renewal and pay the renewal premium, after we received the premium, this contract will continue to take effect one year from the date after the expiration date of this contract.

If the insured was 75 years old, the renewal will not be accepted.

If the dependant under this contract meets one of the following criteria, he or she will not be accepted renewal under this contract.

- I. Has marriage history;
- II. Reached 25 years old;
- III. Had been 18 years old, and terminated to accept education in full-time school.

The dependant who meets the above criteria is qualified to be an independent policy-holder, applies for the insurance plan for himself. On the premise of no discontinuity, the benefit of original insurance contract may be continued.

This Contract is non-renewal-guaranteed contract. We will inform you in writing before the expiration of the insurance period of this Contract if we do not accept the renewal.

#### **Clause 4 Sum Assured**

The amount of sum assured of this contract is agreed upon you apply for the insurance and specified in the insurance contract, the amount of sum assured shall be in accordance with our underwriting rule at that time.

After the contract comes into force, the amount of sum assured shall not be changed.

If each benefit had corresponding limits, claim coinsurance, the waiting period, etc., all of these will be stipulated in the insurance contract.

#### **Clause 5 Insurance Plans and Area of Coverage**

Policy-holder may choose insurance plan and the corresponding coverage area when applying the insurance and stipulate them in the insurance contract. Each family can only choose a unified insurance plan and coverage area.

Once Insurance plans are chosen, the insured shall not change insurance plan during the insurance period. The insured who terminates insurance shall apply again until the next annual

insurance year.

## Clause 6 Insurance Liabilities

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 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 benefit reaches the corresponding sum assured of the insured, our insurance liabilities to the insured shall be terminated.**

Claim coinsurance, 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 benefit for the remaining expenses in accordance with this Contract.

### I Inpatient and Daycare Benefit

If the insured needs **inpatient treatment** <sup>(6)</sup> as determined by the **doctors'** <sup>(5)</sup> definite diagnosis due to **injury accidents** <sup>(4)</sup> or illness, we will pay the 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 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. Meals: meals 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 effect bought during the hospitalization period.

3. Nursing care: fee for the clinic care service provided by the **professional nurses** <sup>(7)</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 doctor's 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 inpatient surgery 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 bed fee for accommodation in the hospital paid to the legal custodian of the insured who is under age of 18 full years old 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 treatment by the qualified doctor during the hospitalization period. Physiotherapy treatment shall be a treatment of illness by using the artificial physical factors (like light, electricity, magnetism, sound, heat, cold, etc.) 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 including mud therapy, wax application therapy, bubble bath and medicine dipping bath therapy.

(2) Physiotherapy occurred outside the Mainland China refers to physiotherapy treatment that is referred by the western medicine with certificate for need of physical therapy and implemented by the qualified physical therapist after occurrence of insured event.

11. Chiropractic, **homeopathic** <sup>(8)</sup>, **acupuncture treatment** <sup>(9)</sup>: fees for chiropractic, homeopathic and acupuncture treatment implemented by the qualified doctor during the hospitalization period.

12. Traditional Chinese treatment: fees for traditional Chinese 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** <sup>(10)</sup> and **attention deficit hyperactivity disorder** <sup>(11)</sup>. **The number of accumulated payment days for such benefit shall not exceed 30 days within a single insurance policy year.**

## **II 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 hospital cash equal to the actual number of hospitalization days multiplied by the daily hospital cash, **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.

### **III Outpatient Benefits**

We will pay the benefit for outpatient and emergency treatment for the following reasonable and necessary expenses due to accidental injury or illness in accordance with the agreement. Such 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 and CT scans necessary in the testing and examination for the purpose of diagnosis of the illness 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 treatment implemented by the qualified doctor at the time of outpatient and emergency treatment. Physiotherapy treatment 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 including mud therapy, wax application therapy, bubble bath and medicine dipping bath therapy.
- (2) Physiotherapy treatment occurred outside the Mainland China refers to physical therapy that is referred by the western medicine with certificate for need of physical therapy and implemented by the qualified physical therapist after occurrence of insured event.

8. Chiropractic, homeopathic and acupuncture treatment: fees for chiropractic, homeopathic and acupuncture treatment implemented by the qualified doctor at the time of outpatient and

emergency treatment.

9. Traditional Chinese treatment: fees for traditional Chinese 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 for each medical treatment at dental clinic for the insured who suffers dental illness, we will pay the 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 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 filling, 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 Benefit for Medical Treatment**

If the insured suffers accidental injury or illness, we will pay him/her other 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 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 physical therapy, 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>(12)</sup>:** refers to the reasonable and necessary medical expenses incurred at each hospital treatment of 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>(13)</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 checks**<sup>(14)</sup> for adult over age of 18
2. Well-child tests for children and juveniles under 18
3. Vaccinations for children and juveniles under 18

## **VII Emergency Evacuation & Repatriation Benefit**

1. Evacuation & 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>(15)</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 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 dependants or **close relatives** <sup>(16)</sup>.

## 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 cremation 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 (whether this optional benefit is applicable 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 deformity 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, abnormality, deformity or disability arising during the pregnancy or from the delivery period.

Congenital deformity 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 7 Exclusions**

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

**I Pre-existing 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 sign; 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; Expenses for removing the organ from the donor of 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>(17)</sup>, get drunk <sup>(18)</sup>, take or injects drugs on initiative <sup>(19)</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>(20)</sup>, parachute, rock climbing <sup>(21)</sup>, bungee, driving glider or paraglide, exploration <sup>(22)</sup>, martial competition <sup>(23)</sup>, wrestling, stunt performance, horse riding, motorcycle race, etc.**

**XII Nuclear explosion, nuclear radiation or nuclear contamination, chemical contamination, biological contamination, war, military conflict, riot, armed rebellion or terrorism.**

**XIII Intentional killing or willful injury of the insured acted by the policy-holder.**

**XIV Expenses arising from traffic accident due to drunk driving <sup>(24)</sup>, driving without valid driving license <sup>(25)</sup>, or driving a motor vehicle without valid vehicle license <sup>(26)</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.**

**XVI Expenses for items for bodybuilding projects like nutrient, weight lose, weight increase,**

height increase etc.

**XVII Treatment 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>(27)</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>(28)</sup> or occupational disease<sup>(29)</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 underwritten 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 2 The General Provisions**

### **Clause 8 Payment of Premium and Grace Period**

The insurance premium shall be paid in accordance with the amount and payment method agreed in this Contract. The amount and payment method are specified in the insurance contract.

If installment payment is chosen, the grace period shall be 60 days from the next due date (24 o'clock) of premium, after your pay first installment of the premium. If any insured event occurs during the grace period, we shall remain liable and pay the covered benefit after the deduction of the unpaid due amount.

If you fail to pay the premium by the end of the grace period, the effect of the contract hereof shall be suspended on the expiry date (24 o'clock) and we will no longer take the insurance liability.

### **Clause 9 Reinstatement**

You may apply for revalidation of the contract within two years after suspension hereof. Upon the agreement between us, this contract shall revalidate from the date when you fill the owed premium

(including the automatic payment of premium on account) and the interests thereof.

We shall have the right to terminate the contract provided that we fail to reach an agreement with you within two years upon suspension hereof. If the contract is terminated by us, we shall refund the **unearned premium**<sup>(31)</sup> after the deduction of **administration expenses**<sup>(30)</sup>, and the refund will be zero out if the it is less than commissions and fees receivable.

## **Clause 10 Cancellation of the Contract**

If you apply for termination hereof within the validity period hereof, please complete the Termination Application Form and provide us with the following information:

1. Original Insurance Contract
2. Membership Card
3. Your valid ID card

This contract shall be terminated upon 24 o'clock of the day we received the complete information of Termination Application or on the termination date as designated by you. The designated termination date shall not be earlier than the submission date of Termination Application Form. We will refund the unearned net premium after the deduction of processing fee to you, and the refund will be zero out if it is less than commissions and fees receivable.

## **Clause 11 Termination of the Contract**

**This contract shall be terminated in case of any of the following circumstances:**

- 1. It reaches the expiration date of the one-year insurance period without renewal;**
- 2. The first anniversary date (24 o'clock) after the insured reaches 75 years old;**
- 3. There is cancellation application received by us within the validity period.**
- 4. Other situations of termination agreed in this Contract.**

## **Clause 12 Adjustment of the Premium Rate**

We shall reserve the right to raise or reduce the premium rate.

The adjustment of premium rate shall be submitted to CIRC for filing.

The adjustment of premium rate hereunder shall apply to all the insured, or those of the same gender or age. The payment of renewal premium shall be subject to the adjusted premium rate, while the premium which is due prior to such adjustment (including the premium paid and owed by

you) shall not be affected.

### **Clause 13 Notice of an Insured Event**

**The insured, the beneficiary or the policy holder shall notify us of the insured event within 10 days since the knowledge of the event. 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 14 Application for the Claim**

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

I 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) The medical record and formal diagnosis;
- 3) Various inspection 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

II 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.

III For incomplete application batches, we will give a notice to the applicant in time to make up the relevant proofs and data.

IV If the beneficiary is under 18, his/her parents or guardian may apply for the insurance benefits as the applicant.

V 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 15 Payment of Claim**

I 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.

II 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.

III 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.

IV Apart from specially declared herein, the beneficiary of this insurance plan shall be the insured.

V 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.

VI 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.

## **Clause 16 Hospital Network and Direct Billing**

We have set up a medical service network to facilitate a medical visit experiment of more convenience and efficient. The medical institutions listed the medical service network shall be

divided into three classes: primary hospital, secondary hospital and compulsory co-insurance hospital.

**Primary Hospital:** If you seek the treatment in this class of hospitals, you may claim for 100% of the outpatient or inpatient treatment. Except for the hospitals specified in the Secondary Hospital List and Compulsory Co-insurance Hospital List, other hospitals shall be deemed as primary hospitals by default.

**Secondary Hospital:** If you seek the treatment in this class of hospitals, you may claim for 80% of the outpatient treatment and 100% of the inpatient treatment. However, if you choose the Outpatient Zero Co-insurance Plan and pay for an extra premium loading, you may claim for 100% of the outpatient treatment.

**Compulsory Co-insurance Hospital:** If you seek the treatment in this class of hospitals, you may claim for 80% in both of the outpatient and inpatient treatment.

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 or daily nursing;
- II any single outpatient examination and 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 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 you and the insured and you shall disclose such 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 19 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 20 Confirmation and Error Handling of Age and Gender**

1. The age of the insured shall be calculated based on full year of life.
2. At application, the applicant shall fill in the insurance application with the age and gender of the insured consistent with those on the valid ID card or passport.
3. We have the right to terminate this contract and refund the unearned premium, provided that the age of the insured declared is misrepresented and meanwhile the actual age at application is incompliant with the age limitation required by us. Clause 16 shall apply when we exercise the right to terminate this contract.
4. **If the age or gender of the insured declared is misrepresented, we may make the adjustment based on the actual age or gender subject to the following requirements:**

**If the age or gender of the insured declared is misrepresented which results in the actual payment of premium less than the due premium, we shall have the right to rectify and request to make up for the full premium. In case of the occurrence of insured event, we shall have the right to pay the insurance benefits in proportion to the paid premium versus the due amount.**

**If the age or gender of the insured declared is misrepresented which results in the actual payment of premium more than the due premium, we will refund the overcharged premium with no interest, and pay the insurance benefits as agreed.**

### **Clause 21 Change of Dependants**

After the insurance contract takes effect, you shall submit the application to us for the addition of dependant in writing. The insurance plan for the dependant shall become effective from the date (24 o'clock) on which we receive the written application or some day in the future as designated by you. The effective date shall not be earlier than the date of receipt of written application. We shall have the right to reject or conditionally accept your application for the additional dependant.

After the insurance contract takes effect, you shall submit the application to us for the removal of dependants in writing. After our review and approval, the insurance plan for the dependant shall be terminated on the date (24 o'clock) on which we receive the written application or some day in the future as designated by you. You shall return policy pack and membership card of the dependant to us upon the termination of the insurance plan.

### **Clause 22 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 23 Change of 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 24 Dispute Settlement**

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 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.

II Any dispute arising from the fulfillment of this contract 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 3 Definitions

You (1)	refers to the policy-holder.
Full Year (2)	shall be calculated based on the birth date indicated in the valid ID document.
Dependant (3)	refers the insured's 1) spouse; 2) unmarried child under 18 years old; 3) unmarried child under 25 years old who is still enrolling for full-time education( a proof by the enrolled education institution may be required).
Accidental Injury Event (4)	refers to an objective event which is external, sudden, unwilling and non-disease, and solely and directly brings about an injury to the body.
Doctor (5)	refers to the personnel with the medical qualification, including the physician, general medical practitioner, specialist physician, medical advisor and any other person who is allowed to provide the medical service subject to the corresponding permission and within the training scope.
Inpatient Treatment (6)	refers to the duration for which the insured lives in the formal ward of a hospital and accepts 24 hours monitor and treatment, and goes through the formal discharge procedures, excluding living in the outpatient observation ward, other informal ward or <b>false inpatient treatment</b> <sup>(32)</sup> .
Professional nurse (7)	refers to the nurse listed in the nurse register of the national nurse registration organization.
Homeopathic (8)	refers to a treatment which gradually relieves or eliminates the symptoms the patient through small dose of medicine, such as the homeopathy for diarrhea
Acupuncture (9)	refers to a treatment given by a qualified doctor through acupuncture (including laser).
Attention Deficit Disorder (10)	refers to a pathological condition resulting from the modification of biology, the symptoms of which shall be inattention, hyperaction, impulse or caprice.

Attention deficit hyperactivity disorder (11)	refers to a common mental disorder occurring to the children, the 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 (12)	refers to the acquired immune deficiency syndrome resulting from Human Immunodeficiency Virus, the English abbreviation of which is AIDS. The detection of HIV or antibody positive in the human blood or other sample without any clinic symptom or physical sign shall be deemed as infection of HIV ; with obvious clinic symptom or physical sign shall be deemed as AIDS.
Acute disease (13)	refers to a disease, the course of which is short, the condition of which is relatively serious (especially a serious acute disease or trauma) and for which a short-term treatment is required.
Routine health check(14)	refers to the regular body check carried out under the circumstance of no medical symptom.
Country of residence (15)	refers to a country in which the insured and his/her dependant live for most of the time (generally for more than six months) within one insurance year.
Close relative (16)	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 (17)	refers to fighting caused by the provocation or intentional action of the insured.
Drunk (18)	means that the alcoholicity of blood is or is more than 100 milligrams per 100 milliliters.
Drug (19)	refers to opium, heroin, methamphetamine, morphine, marijuana, cocaine and other stupefacient and psychotropic substances as administered by the nation to which a person may be addictive as required by the Criminal Law of the People's Republic of China, excluding the prescription made by the doctor for treatment which contains the narcotics composition and shall be used subject to the medical advice.

Diving (20)	refers to the underwater exercise did in the river, lake, sea, reservoir and canal with the supporting breathing apparatus
Rock climbing (21)	refers to the sports such as climbing the cliff, external wall of a building, artificial cliff, ice cliff and iceberg.
Exploration(22)	refers to any activity which should be known to be in danger of loss of life or bodily injury under the certain natural condition and into which he/she thrusts himself/herself intentionally, such as driftage, mountaineering, hiking through the desert or untraversed virgin forest.
Martial art competition(23)	refers to a confronting competition between two person or above in the manner of confronting judo, karate, taekwondo, free combat and boxing and with the apparatus.
Drunk driving (24)	refers to the driving under the influence of alcohol or driving while intoxicated which is determined by the transportation administrative department of the public security authority subject to the Law of the Road Traffic Safety that the alcoholicity of the driver's blood meets or exceeds a certain standard per 100 milliliters at the occurrence of accident through inspection or authentication.
Driving without valid driving license (25)	refers to any of the following circumstances: 1.failure to obtain the driving license 2.the vehicle driven incompliant with that on the driving license 3.driving with an unqualified or expired driving license 4.driving with a learner license but without an accompanying tutor; or failure to learn the driving subject to a designated time and route.
Without valid vehicle license (26)	refers to any of the following circumstances: 1.failure to obtain the vehicle license 2.deregistration of the vehicle subject to the laws 3.failure to carry out or pass the safe and technical inspection of the vehicle in time.
Prescription (27)	refers to the medicine which may be acquired only upon the doctor's recipe, excluding the following medicine (even recommended by the doctor): calcium, ointment, medicament in the nature of testing or research.

Medical malpractice accident (28)	refers to an accident which causes an injury to the patient by the medical institution and its medical staffs during the medical treatment due to negligence in violation of the laws, regulations and rules regarding the medical and healthy administration and nursing rules and practices.
Occupational disease (29)	refers to a disease arising from one or some factors which cause damage to the health in the production environment or during the working. The factor which causes damage to the health shall be referred to as occupational damage. The occupational disease shall be subject to the classifications formally published by the nation at the occurrence of the insured event.
Administration expenses (30)	35% of the premium of this contract, which bears on average the management fee our company charged as well as items like commission fee
Unearned premium (31)	refers to the 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 to be underwritten for the premium in this period.  Formula: Unearned premium = Premium payable in this period × Number of remaining days for the premium in this period / Number of days covered by the premium in this period
False inpatient treatment (32)	Means that the insured who has gone through the inpatient procedures is not in hospital for continuous 24 hours during his inpatient period. Specially including no treatment for continuous days during the inpatient period but only occurrence of nursing expense, medical fee and bed cost.

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