

# SPECIMEN

## MEDICAL EMERGENCY EVACUATION / REPATRIATION / REPATRIATION OF MORTAL REMAINS

### PART I - EXTENT OF COVERAGE

Medical Emergency Evacuation / Repatriation Cover (the Emergency programme) is offered to all medical insurance Users of age below 70 years. Such Evacuation Cover will be discontinued automatically once the User ceases to be a member under the Master Policy or the Master Policy is terminated. Liberty International Insurance Ltd (Liberty) shall have the right to appoint the Emergency Service Provider (the Service Provider).

### PART II - DEFINITIONS

- 1 "User" refers to an individual who is covered under the medical and personal accident insurance policies issued by the Liberty.
- 2 "Limit of Indemnity" refers to the maximum amount of third party expenses in the provision of a Service to the User during any one event, subject to the terms and conditions as defined hereunder.
- 3 "Serious Medical Condition" refers to a condition which in the opinion of the Service Provider constitutes a serious medical emergency requiring urgent remedial treatment to avoid death or serious impairment to the User's immediate or long-term health prospects. The seriousness of the medical condition will be judged within the context of the User's geographical location, the nature of the medical emergency and the local availability of appropriate medical care or facilities. User shall take all reasonable precautions to prevent and minimise any accident, injury, death or expenses.
- 4 "Pre-existing Condition" shall refer to any medical condition sustained within three consecutive months immediately preceding the date the User joins the Emergency programme. Notwithstanding this, the Pre-existing Condition exclusion shall be waived after the User has joined the Emergency programme for twelve (12) consecutive months.

### PART III - LIMITS OF INDEMNITY

The Limit of Indemnity for any User during any one event shall be as follows :

- 1 Emergency Medical Evacuation  
As specified in the Benefit Schedule
- 2 Emergency Medical Repatriation.....  
As specified in the Benefit Schedule
- 3 Repatriation of Mortal Remains .....  
As specified in the Benefit Schedule

- 4 Compassionate Visit .....  
One Economy Class Return Airfare
- 5 Return of Minor Child.....  
One Economy Class One Way Airfare
- 6 Additional Accommodation Expenses.....  
US\$1,000 with sublimit of US\$250/day
- 7 Convalescence Expenses .....  
US\$1,000 subject to a sublimit of  
US\$250 per day

### PART IV - SCOPE OF SERVICES

- 1 The Service Provider shall maintain verified and updated information regarding service providers at all times. It shall review and update regularly its information regarding names, addresses, specialties, office hours and language proficiency. It shall instruct its agents to report newly obtained relevant information promptly upon its receipt, including information about the quality of services provided, new listings and updates of addresses and telephone numbers. In response to inquiries, Users will be provided with the latest updated information on service providers and their services.
- 2 The Service Provider shall make available Operations Coordinators speaking Cantonese, Mandarin and English for the Users by telephone at its fully-manned Alarm Centre in Hong Kong 24 hours a day, 7 days a week.
- 3 When the information is immediately available, the Service Provider shall provide the Services, as appropriate, to the User while the User is on the telephone. In all other cases, the Service Provider will provide the information to the User by the quickest possible means.
- 4 The Service Provider shall, subject to the terms and conditions as defined hereunder, provide the following Services to a User calling their Alarm Centres :
  - (a) Medical Assistance
    - (i) Telephone Medical Advice  
Provide medical advice to the User over the telephone.
    - (ii) Medical Service Provider Referral  
Provide to the User, upon request, the name, address, telephone number and, if available, office hours of physicians, hospitals, clinics, dentists and dental clinics (collectively, "Medical Service Providers"); but shall not be

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responsible for providing medical diagnosis or treatment. Although the Service Provider shall make such referrals, it cannot guarantee the quality of the Medical Service Providers and the final selection of a Medical Service Provider shall be the decision of the User. The Service Provider, however, will exercise care and diligence in selecting the Medical Service Providers.

### (iii) Arrangement of Hospital Admission

If the medical condition of the User is of such gravity as to require hospitalisation, the Service Provider will assist such User with arrangements for admission to the hospital. In the event of an emergency where the Service Provider is unable to verify the User's eligibility of services, it shall proceed to assist the User. However, all third party expenses incurred shall be borne by Liberty and/or the User.

### (iv) Monitoring of Medical Condition During and After Hospitalisation

The Service Provider will monitor the User's medical condition during and after hospitalisation, subject to any and all obligations in respect of confidentiality and relevant authorisation.

### (v) Dispatch of Medicine and / or Physician

The Service Provider will arrange to deliver to the User essential medicine, drugs and medical supplies that are necessary but which are not available at the User's location and/or a physician to the User's bedside and/or to make an appointment with the physician. The delivery of such medicine, drugs and medical supplies will be subject to the laws and regulations applicable locally. The Service Provider will not pay for the costs of such medicine, drugs or medical supplies and any delivery costs thereof.

### (vi) Arrangement and Payment of Emergency Medical Evacuation

The Service Provider will arrange for the air and/or surface transportation and communication for moving the User when in a Serious Medical Condition to the nearest hospital where appropriate medical care is available. The Service Provider shall pay for the medically necessary expenses of such transportation and communications and all usual and

customary ancillary charges incurred in such services arranged.

The Service Provider retains the absolute right to decide whether the User's medical condition is sufficiently serious to warrant Emergency Medical Evacuation. It further reserves the right to decide the place to which the User shall be evacuated and the means or method by which such evacuation will be carried out having regard to all the assessed facts and circumstances of which it is aware at the relevant time.

### (vii) Arrangement and Payment of Emergency Medical Repatriation

The Service Provider will arrange for the return of the User to the Home Country or Usual Country of Residence by air and/or surface transportation following an Emergency Medical Evacuation where the User is evacuated to a place outside the Home Country or Usual Country of Residence for in-hospital treatment. It shall pay for the expenses necessarily and unavoidably incurred in the services arranged.

The Service Provider reserves the right to decide the means or method by which such repatriation will be carried out having regard to all the assessed facts and circumstances of which it is aware at the relevant time.

### (viii) Arrangement and Payment of Transportation of Mortal Remains

The Service Provider will arrange for transporting the User's mortal remains from the place of death to the Home Country or Usual Country of Residence and pay for all expenses reasonably and unavoidably incurred in the air and/or surface transportation arranged or alternatively pay the cost of burial at the place of death with its prior approval.

### (ix) Arrangement and Payment of Compassionate Visit

The Service Provider will arrange and pay for one economy class return airfare for a relative or a friend of the User to join the User who, when travelling alone, is hospitalised outside the Home Country or Usual Country of Residence for a period in excess of 7 consecutive days, subject to prior approval and only when judged necessary by the Service Provider

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on medical and compassionate grounds.

(x) Arrangement and Payment of Return of Minor Child

The Service Provider will arrange and pay for one economy class one-way airfare for the return of minor child [aged 19 years old and below and unmarried] to the Home Country or Usual Country of Residence if he/she is left unattended as a result of the accompanying User's illness, accident or Emergency Medical Evacuation. Escort will be provided, when required, at no charge.

(xi) Arrangement and Payment of Convalescence Expenses

The Service Provider will arrange and pay for the additional hotel accommodation expenses necessarily and unavoidably incurred by the User related to an incident requiring Emergency Medical Evacuation, Emergency Medical Repatriation or hospitalisation. Prior approval, subject to its determination on medical grounds, is required in respect of such payment.

(xii) Arrangement and payment of Additional Accommodation Expenses

The Service Provider will arrange and pay for the hotel accommodation expenses necessarily and unavoidably incurred by the relative or friend who is visiting the User during his/her hospitalisation outside his/her Home Country or Usual Country of Residence. Prior approval and determination based on medical grounds is required in respect of such payment and in conjunction of Service (x) above.

*Please note the services mentioned above are subject to the following **EXCLUSION**.*

(b) Travel Assistance

(i) Inoculation and Visa Requirement Information

The Service Provider shall provide information concerning visa and inoculation requirements for foreign countries, as those requirements are specified from time to time in the most current edition of World Health Organization Publication "Vaccination Certificates Requirements and Health Advice for International Travel" (for inoculations) and the "ABC Guide to International Travel Information" (for visas). This information will be provided to the User at any time, whether or not the User is travelling or

an emergency has occurred. The Service Provider shall inform the User requesting such information that it is simply communicating the requirements set forth in a document and it shall name the document.

(ii) Lost Luggage Assistance

The Service Provider will assist the User who has lost his/her luggage while travelling outside the Home Country or Usual Country of Residence by referring the User to the appropriate authorities involved.

(iii) Lost Passport Assistance

The Service Provider will assist the User who has lost his/her passport while travelling outside the Home Country or Usual Country of Residence by referring the User to the appropriate authorities involved.

(iv) Legal Referral

The Service Provider will provide the Users with the name, address, telephone numbers, if requested by the User and if available, office hours for referred lawyers and legal practitioners, but it will not give any legal advice to the User.

Although the Service Provider shall make such referrals, it cannot guarantee the quality of the service provider and the final selection of a service provider shall be the decision of the User. The Service Provider, however, will exercise care and diligence in selecting the service providers.

(v) Emergency Message Transmission

In the event of an emergency or a hospital confinement, the Service Provider will undertake to keep the User's immediate family informed.

The above Services [item (i) to (v)] are purely on referral or arrangement basis. The Service Provider shall not be responsible for any third party expenses which shall be solely the User's responsibility.

## PART V - GEOGRAPHICAL SCOPE OF SERVICES

The Services provided under this Agreement are rendered on a worldwide basis. The Service Provider shall use its best endeavours to provide the Services. However, it shall not be required to provide such Services to Users located in areas which represent war risks, political or other conditions such as to make such Services impossible or reasonably impracticable.

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### PART VI – OTHER INSURANCE

If a covered loss under this Benefit is insured under any other valid policy, prior or current, then this Benefit shall cover such loss, subject to its limitation, exclusions, conditions, provisions and other terms, only to the extent that the amount of such loss is in excess of the amount of payment from such other insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.

### PART VII - EXCLUSIONS

The following treatment, items, conditions, activities and their related or consequential expenses are excluded unless the Service Provider has given its prior written approval and Liberty has paid the appropriate fees:

- (a) Any expenses incurred as a result of a Pre-existing Condition.
- (b) More than one emergency evacuation and/or repatriation for any single medical condition of a User during the term of the insurance policy, subject to a maximum of one year.
- (c) Any costs or expenses not expressly covered by the the Emergency programme and not approved in advance and in writing by the Service Provider and/or not arranged by the Service Provider. This exception shall not apply to Emergency Medical Evacuation from remote or primitive areas when the Service Provider cannot be contacted in advance and delay might reasonably be expected in loss of life or harm to the User.
- (d) Any event occurring when the User is within the territory of his/her Home Country or Usual Country of Residence.
- (e) Any expenses for Users who are travelling outside their Home Country or Usual Country of Residence contrary to the advice of a medical practitioner, or for the purpose of obtaining medical treatment or for rest and recuperation following any prior accident, illness or Pre-existing Condition.
- (f) Any expenses for medical evacuation or repatriation if the User is not suffering from a Serious Medical Condition, and/or in the opinion of the the Service Provider's physician, the User can be adequately treated locally, or treatment can be reasonably delayed until the User returns to his/her Home Country or Usual Country of Residence.
- (g) Any expenses for medical evacuation or repatriation where the User, in the opinion of the the Service Provider's physician, can travel as an ordinary passenger without a medical escort.
- (h) Any treatment or expenses related to childbirth, miscarriage or pregnancy. This exception shall not apply to any abnormal pregnancy or vital complication of pregnancy which endangers the life of the mother and/or unborn child during the first twenty-four (24) weeks of pregnancy.
- (i) Any expenses related to accident or injury occurring while the User is engaged in caving, mountaineering or rock climbing necessitating the use of guides or ropes, potholing, skydiving, parachuting, bungee-jumping, ballooning, hang gliding, deep sea diving utilizing hard helmet with air hose attachments, martial arts, rallying, racing of any kind other than on foot, and any organized sports undertaken on a professional or sponsored basis.
- (j) Any expenses incurred for emotional, mental or psychiatric illness.
- (k) Any expenses incurred as a result of a self-inflicted injury, suicide, drug addiction or abuse, alcohol abuse, sexually transmitted diseases.
- (l) Any expenses incurred as a result of Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition or disease.
- (m) Any expenses related to the User engaging in any form of aerial flight except as a passenger on a scheduled airline flight or licensed charter aircraft over an established route.
- (n) Any expenses related to the User engaging in the commission of, or the attempt to commit, an unlawful act.
- (o) Any expenses related to treatment performed or ordered by a non-registered practitioner not in accordance with the standard medical practice as defined in the country of treatment.
- (p) Any expenses incurred as a result of the User engaging in active service in the armed forces or police of any nation; active participation in war (whether declared or not), invasion, act of foreign enemy, hostilities, civil war, rebellion, riot, revolution or insurrection.
- (q) Any expenses which is a direct result of nuclear reaction or radiation.
- (r) Any expenses incurred for or as a result of any activity required from or on a ship or oil-rig platform, or at a similar off-shore location.
- (s) Any expenses in respect of the User more than 70 years old at the date of intervention.
- (t) Any expenses not arising from accidental related events for User who holds a personal accident insurance policy.

### PART VIII - COMMENCEMENT AND CESSATION OF SERVICES

- 1 All Users included by Liberty under the Emergency programme are entitled to the Services from the commencement date of the Services from the commencement date of the Emergency programme or the date the User is covered under the Liberty's medical and personal accident insurance policies as specified by Liberty, whichever comes later.

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- 2 The provision of Services to a User will cease automatically on the date the Service Provider has received from Liberty notification in writing of the deletion of the User or at the expiry date of this Agreement if renewal has not been made, whichever comes first.

### **PART IX - EXAMINATIONS**

The Service Provider shall have the right and opportunity through its medical representative to examine the User whenever and as often as may reasonably require.

### **PART X - CANCELLATION**

If fraudulent means or devices are used by the User and/or anyone acting on his/her behalf, the Emergency programme for the concerned User shall be cancelled immediately and all benefits hereunder forfeited.

### **PART XI - PERSONAL DATA**

The Policyholder agrees that any personal information collected or held by the Service Provider is provided and may be held, used and disclosed by the Service Provider to third parties for the purposes of providing the Services.

### **PART XII - GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of Hong Kong.