

**BOC Life Standard VHIS  
Supplement I**

**This Supplement I is attached to and forms part of these Terms and Benefits. The terms stated and/or defined in these Terms and Benefits shall have the meanings herein unless the context requires otherwise.**

**I. Other Benefit Provisions**

To supplement Part 6 of the Terms and Benefits,

**1. Special bonus**

For the Insured Person covered by any other hospital reimbursement plans offered by other insurance companies, other than the individual and group medical policies provided by the Company or Bank of China Group Insurance Company Limited, if these Terms and Benefits are claimed after any reimbursement has been paid from other insurance companies, the Company will pay a special bonus for each day of Confinement in Hospital as shown in the Benefit Schedule.

**2. Death benefit due to medical negligence**

If the Insured Person dies (directly and independent of all other causes) as a consequence of any negligence of a healthcare professional of a Hospital during the course of any Medical Services in a Hospital while these Terms and Benefits are in force, this benefit as shown in the Benefit Schedule shall be payable to the Beneficiary, provided that

- (a) The death occurs within thirty (30) days of such recorded and proven incident constituting such negligence; and
- (b) A public admission of such negligence and liability therefor is made by the Hospital concerned and verified and confirmed by the relevant government authority, a court of law, coroner's inquest or the Medical Council of Hong Kong or a body of equivalent standing which oversees the authorization or registration of healthcare professionals in jurisdictions outside Hong Kong; and
- (c) The death is independent of any other cause.

**3. Compassionate death benefit**

If the Insured Person dies while these Terms and Benefits are in force, this benefit as shown in the Benefit Schedule shall be payable to the Beneficiary upon receipt of a written proof of claim by the Company .

If the Insured Person commits suicide, while sane or insane at the material time, within one (1) year from the Policy Effective Date of these Terms and Benefits, no compassionate death benefit shall be payable.

Beneficiary shall mean a person or persons (if any) designated by the Policy Holder to receive the compassionate death benefit and/or death benefit due to medical negligence payable under these Terms and Benefits upon the Insured Person's death.

In relation to the requirements concerning the payment to the Beneficiary, please refer to below:

- (a) Whenever a Beneficiary is designated either in these Terms and Benefits or by a declaration in writing by the Policy Holder, such Beneficiary will be deemed to be beneficially entitled to the compassionate death benefit and/or death benefit due to medical negligence under these Terms and Benefits if the Insured Person dies while these Terms and Benefits are in force.
- (b) During the lifetime of the Insured Person and while these Terms and Benefits are in force, subject to the approval of the Company at its discretion, the Policy Holder may change the Beneficiary of these Terms and Benefits by completing the prescribed form and sending it to the Company.

- (c) If the Policy Holder is also the Insured Person and the Beneficiary dies before the Policy Holder or within thirty (30) days after the death of the Policy Holder, the compassionate death benefit and/or death benefit due to medical negligence will be payable to the estate of the Policy Holder.
- (d) If the Policy Holder is not the Insured Person and the Beneficiary dies before the Insured Person or within thirty (30) days after the Insured Person's death, the compassionate death benefit and/or death benefit due to medical negligence shall be paid to the Policy Holder, estate or personal representatives of the Policy Holder, or other persons entitled to receive the same as the Company considers appropriate at its reasonable discretion. If the Beneficiary dies beyond thirty (30) days after the Insured Person's death, the compassionate death benefit and/or death benefit due to medical negligence shall be payable to the Beneficiary's estate.
- (e) If the Insured Person and Beneficiary or Beneficiaries die in circumstances rendering it uncertain that anyone of them, or which of them survived the other or others, the Insured Person shall be deemed to have survived the Beneficiary or Beneficiaries.
- (f) A change of Beneficiary shall be effective only if the request is made by written notification which is subject to the approval of the Company at its discretion. The Insured Person does not have to be living when the request for change of Beneficiary is put into effect by the Company. The Company will not be responsible for any payment it has made or other action it has taken before the change takes effect.
- (g) If there is more than one Beneficiary, the compassionate death benefit and/or death benefit due to medical negligence shall be paid to the Beneficiaries in the proportion specified by the Policy Holder. If the Policy Holder has not specified the proportion of the compassionate death benefit and/or death benefit due to medical negligence to be paid to each Beneficiary or all the proportions add up to a figure other than 100%, the Company shall have the discretion to pay the compassionate death benefit and/or death benefit due to medical negligence to all the Beneficiaries in equal shares or in such proportion as the Company thinks appropriate.
- (h) If there is no living Beneficiary or no Beneficiary has been designated by the Policy Holder, the compassionate death benefit and/or death benefit due to medical negligence shall be paid to the Policy Holder, estate or personal representatives of the Policy Holder, or other persons entitled to receive the same.

## **II. No claim discount**

To supplement Part 3 of the Terms and Benefits,

If no benefit is paid under these Terms and Benefits for a period of three (3) consecutive Policy Years and the Terms and Benefits are in force throughout these three (3) consecutive Policy Years, a 15% discount on the Renewal premium for these Terms and Benefits in respect of the subsequent Policy Year will be provided.

Notwithstanding the aforesaid, if discount on Renewal premium for these Terms and Benefits has been granted but a benefit accrued in respect of the relevant preceding period of three (3) consecutive Policy Years becomes payable afterwards, the Company shall recalculate the actual eligible discounted premium. The Policy Holder will upon demand by the Company immediately pay the balance in excess of the actual discounted premium in full to the Company.