

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,

On any Renewal Date, if no benefit was paid under these Terms and Benefits for a period of three (3) consecutive Policy Years immediately preceding such Renewal Date ("no claim period"), and the Terms and Benefits are in force throughout the no claim period, a no claim discount equals to 15% on the Renewal premium (including any Premium Loading, if applicable) for these Terms and Benefits in respect of the subsequent Policy Year will be deducted from the Renewal premium.

Notwithstanding the aforesaid, if a no claim discount has been granted but a benefit has been paid by the Company during the no claim period, the Company shall determine whether the no claim discount should still apply subsequent to such benefit being paid. The Policy Holder will upon reasonable demand by the Company immediately repay the no claim discount already granted.

In assessing the no claim period above, in the case of Confinement, any benefits paid shall be attributed to the Policy Year in which the Insured Person is admitted for the Confinement. For the avoidance of doubt, any benefit

paid by the Company for Medical Services provided to the Insured Person as a Day Patient shall be attributed to the Policy Year in which the relevant expenses were incurred.

Supplement II

Inclusion of VAT and GST as Eligible Expenses

This Supplement shall be attached to and form part of the Terms and Benefits. Unless otherwise defined, words and expressions used in the Terms and Benefits shall have the same meanings when they are used in this Supplement.

This Supplement shall take effect from [27 September 2021](#) ("**Effective Date**").

With effect from the Effective Date, the following terms and conditions shall be applied to the Terms and Benefits –

1. With respect to any Eligible Expenses incurred on or after the Effective Date, the terms and conditions in this Supplement shall be applicable, and Eligible Expenses shall include the VAT and GST (if any) charged or imposed on the expenses incurred for Medical Services rendered with respect to a Disability.
2. For the purpose of Section 13 of Part 7 of the Terms and Benefits, any VAT and GST which is refunded to the Policy Holder or Insured Person (as the case may be) shall be excluded pursuant to such Section 13, and shall not be recoverable under the Terms and Benefits.

Definition

"VAT and GST "	shall mean value added taxes, goods and services taxes or other taxes, duties or levies of a similar nature, which may be charged or imposed by the relevant tax or similar authorities or governmental departments on the expenses incurred for Medical Services rendered with respect to a Disability
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Supplement III

Inclusion of public hospitals and private hospitals in Hong Kong in the definition of Hospital

This Supplement shall be attached to and form part of the Terms and Benefits. Unless otherwise defined, words and expressions used in the Terms and Benefits shall have the same meanings when they are used in this Supplement.

This Supplement shall take effect from 26 March 2023 ("**Effective Date**").

With effect from the Effective Date, the definition of "Hospital" in Part 8 "Definition" shall include public hospitals and private hospitals in Hong Kong, as set out below:

"Hospital"

shall mean an establishment duly constituted and registered as a hospital under the laws of the relevant territory in which it is established, which is for providing Medical Service for sick and injured persons as Inpatients, and which –

- (a) has facilities for diagnosis and major operations, or is a public hospital as defined in the Hospital Authority Ordinance (Cap. 113 of the Laws of Hong Kong) or a hospital for which a licence is issued under the Private Healthcare Facilities Ordinance (Cap. 633 of the Laws of Hong Kong) ;
- (b) provides twenty-four (24) hours nursing services by licensed or registered nurses;
- (c) has one (1) or more Registered Medical Practitioners; and
- (d) is not primarily a clinic, a place for alcoholics or drug addicts, a nature care clinic, a health hydro, a nursing, rest or convalescent home, a hospice or palliative care centre, a rehabilitation centre, an elderly home or similar establishment.