

**SmartViva Flexi VHIS**  
**Terms and Conditions for Health Coaching Services**

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## Terms and Conditions for Health Coaching Services (“Provisions”)

The availability of the service(s) set out in this Provisions is subject to room level (if applicable) subscribed by the Insured Person (“Member”) under the medical insurance plan (the “Plan”). The health coaching services available to each Plan (if applicable) are listed out in its Schedule of Benefits. The Company appointed Bupa (Asia) Limited (“Bupa”) to provide and arrange this service, and subsequently the services may be provided by third party service providers selected by Bupa and they are not guaranteed renewable.

### 1. General Provisions

- 1.1. The terms and conditions for this Provisions are attached to and form part of the Policy. Except as otherwise specified in this Provisions, all terms and conditions applied to the Policy shall have full force and effect. To the extent that any terms and exclusions applied to the Plan is inconsistent with the provisions expressly provided in this Provisions, the terms in this Provisions shall prevail to resolve such inconsistency.
- 1.2. Unless otherwise defined in Section 1.6 of this Provisions below, capitalised terms used in this Provisions shall have the meanings ascribed to them under the Policy.
- 1.3. The services set out in this Provisions are value added services available to the Subscriber and/or the Member without additional fees and do not form part of the Certified Plan. The services available under Sections 2.2 to 2.8 below are subject to the room level (if applicable) subscribed by the Member under the Plan with the details listed out in the respective Plan’s Schedule of Benefits.
- 1.4. Subject to the exclusions set out in Section 6 of this Provisions below, services provided under this Provisions are provided by the Coaching Team which is consisted of Qualified Nurses, Registered Medical Practitioners, other healthcare professionals and customer service personnel. The services and assistance are provided subject to availability and may not be available for reasons beyond the Company’s, Bupa’s and the Coaching Team’s control.
- 1.5. The Company shall have the right to make any changes to this Provisions, amend the scope of Services or terminate the Services (in part or in full) which are necessary to comply with any applicable law or safety requirement and the Member shall be notified in any such event. Members should refer to the Company’s website at <https://www.boclif.com.hk/en/product/smartviva-flexi-vhis.html> for the most updated version of this Provisions when using the Services.
- 1.6. For the purpose of this Provisions, the following words and expressions shall have the following meaning, except where the context otherwise requires.

“Chronic Condition”	means diabetes, cardiovascular disease, hypertension or cancer.
“Coaching Team”	means the health coaching team jointly set up by Bupa and any provider appointed by Bupa.
“Health Information”	has the meaning assigned to it under Section 2.1(c) of this Provisions.
“Health Problem”	has the meaning assigned to it under Section 2.1(a) of this Provisions.
“Healthcare Service”	means healthcare services provided by the Healthcare Services Providers, which services may or may not be covered by the Policy.
“Healthcare Services Provider”	means an individual or an institution that provides preventive, curative, promotional or rehabilitative health care services which is registered with boards or councils recognised by the Department of Health, Hong Kong or equivalent bodies if overseas.

“Member Default”	has the meaning assigned to it under Section 3.3 of this Provisions.
“Place of Residence”	means Hong Kong or the permanent residence shown on the passport(s) of the Member or the principal place of employment provided the Member can provide reasonable evidence; the determination of which shall be at the sole discretion of the Company and Bupa.
“Service” or “Services”	means any or all the health coaching service as outlined in Section 2 of this Provisions.
“Support Doctor”	means any Registered Medical Practitioner forming part of the Coaching Team.
“Treatment”	has the meaning assigned to it under Section 2.1(b) of this Provisions.

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## 2. Description of Services and Assistance

### 2.1 If the Member:

- (a) has a health related problem which he is suffering from (referred to as "Health Problem" in this Provisions);
- (b) has concerns about surgery or rehabilitation services recommended by a healthcare professional (referred to as "Treatment" in this Provisions);
- (c) is in need of general health information not relating to any existing Health Problem or Treatment, such as health information required for the purpose of travel or relocation (referred to as "Health Information" in this Provisions); or
- (d) is in need of healthcare service coordination, recovery progress tracking or administrative assistance on hospital admission and discharge described in this Provisions;

the Member can request the following services and assistance under Sections 2.2 to 2.8 below by the Member or his representative speaking to the Coaching Team's 24-hour Healthline. The Coaching Team will seek to support the Member with obtaining the appropriate Healthcare Services subject to the territorial limit under Section 4 below. The 24-hour Healthline is not an emergency medical service, and in case of any medical emergency, Members should use emergency services such as Worldwide Assistance Programme or the local emergency hotline, for example dial 999 if in Hong Kong. The Member may need to bear the cost of the Healthcare Services if they are not covered by the Policy. The Member shall directly pay the costs to the Healthcare Services Providers or other professionals or service providers referred by the Coaching Team.

### 2.2 24-hour Healthline

The Member may call the Coaching Team using the 24-hour Healthline when he is in need of informal health advice related to non-emergency Health Problems or general Health Information. Qualified Nurses in the Coaching Team are available 24 hours a day to collect necessary information from the Member and may escalate the call to a Support Doctor with the consent of the Member. The 24-hour Healthline is designed to support the Member in obtaining appropriate medical advice and diagnosis and other medical services from Healthcare Services Providers only, and it is not intended to provide the Member with any Healthcare Services over the phone and in using such service such telephone conversations are not intended to and do not provide the Member with a medical diagnosis.

### 2.3 Doctor Referral

If required by the Member or where it appears appropriate to the Support Doctors, the Member shall be offered choices of Healthcare Services Providers available at Bupa's record at that time for Healthcare Services based on the Member's selection criteria which may include the location. The provider choices are provided by Coaching Team for reference only and the Member shall be ultimately responsible for making an independent decision to choose the Healthcare Services Provider. In any event, Bupa's referral service shall not be regarded as any endorsement, approval or recommendation on the quality, competency or suitability of the provider's services.

### 2.4 Appointment Making

Upon request from the Member, the Coaching Team will assist the Member and use its reasonable efforts to make a medical appointment with the Member's own selected Healthcare Services Provider. In using this service, the Coaching Team cannot guarantee to provide the Member preferential access to any such Healthcare Services Providers or make any medical appointment for the Member at a specific time or specific Healthcare Services Provider. If this is the case, the Coaching Team will inform the Member and use its reasonable efforts to offer choices of alternative Healthcare Services Providers for the Member's consideration.

### 2.5 Care Manager

Upon request from the Member, the Coaching Team will assign a care manager to the Member who has hospitalisation needs. The care manager will help the Member with handling the hospital admission and discharge processes and any application for cashless treatment or claim procedures under the Policy. The care manager will also make scheduled calls or pay courtesy visits at the hospital, whenever the care manager considers it appropriate. Such calls or visits will be scheduled in advance and agreed with the Member. In circumstances where the Member is in need of multiple medical treatments in their rehabilitation

plan, or if the Member is to undergo cancer treatment, a care manager will, at the Member's request, be assigned to the Member to make arrangements for Healthcare Services including making appointments with Healthcare Services Providers in accordance with Section 2.4 above and assist the Member to get a better understanding of his Health Problem, treatment and recovery progress from the Healthcare Services Providers. The care manager may also assist the Member with managing his medical expenses and advise whether the costs of the Healthcare Services are covered by the Policy.

#### 2.6 Second Medical Opinion

If the Member has doubts with a medical opinion given to them by a Healthcare Services Provider, the Member may request the Coaching Team to help to arrange for a second medical opinion from a Bupa appointed third party service provider. The third party service provider will provide access to a case manager doctor and recommend appropriate specialists, if applicable, for the Member's consideration. The Member shall make an independent decision whether or not to accept the specialist recommended by the third party service provider in receiving the second medical opinion. In order to obtain a second opinion, the Member shall provide, or request and authorise his doctor(s) to provide, sufficient medical information including historic medical information and current diagnosis, to the relevant specialist, for assessment. The delivery time of the second medical opinion is dependent on the medical information of the Member being provided in a timely manner and other factors beyond the Coaching Team's reasonable control, such as the availability of the specialists. The second medical opinion service shall only cover the consultation fee and a medical report. The specialists providing a second opinion shall not be required to support or generate reports for any legal cases. The member shall be responsible for the costs of any proposed investigation or treatment recommended by a case manager doctor or specialist in the course of receiving the second opinion except for those eligible expenses covered by the Policy.

#### 2.7 Chronic Conditions Programme

If the Member is diagnosed by a Registered Medical Practitioner with a Chronic Condition, the Coaching Team is available at the Member's request to provide the Member with self management support by providing educational materials, keeping track of the Member's condition and assisting the Member to enable him to implement and sustain the behaviours needed to manage his condition on an on-going basis. The Coaching Team shall only provide behavioural and educational support but not clinical support or Treatment. The Company and Bupa shall not be liable for the costs of any treatment proposed by the Coaching Team unless they are covered by the Policy. The Chronic Conditions Programme shall not be used as a replacement for treatment provided by the Member's Healthcare Services Provider.

#### 2.8 Non-emergency Global Healthcare Support

Upon request from the Member, the Coaching Team will help to coordinate his planned Medically Necessary Healthcare Services relating to the Member's existing Health Problem to be received outside the Place of Residence. This may include using its reasonable efforts to: identify Healthcare Services Providers in accordance with section 2.3 above, make appointment in accordance with section 2.4 above and assist the Member to apply to Bupa for grant of cashless treatment, if applicable under the Policy. The Coaching Team may assist the Member with consolidating, translating and submitting his medical records to the Healthcare Services Provider selected by the Member. Arrangement of an on-site interpreter may be provided upon request from the Member. After the Member receives the Healthcare Services, the Coaching Team may assist the Member with consolidating and translating the medical documentation. This service does not include arranging travel logistics or accommodation for the Member and his family. Any expenses incurred in connection with the consolidation, translation, submission of medical records or the provision of an on-site interpreter under this Section 2.8 shall be borne by the Member.

### 3. The Member's Obligation

- 3.1 The Member shall co-operate with Bupa in all matters relating to provision of the Services.
- 3.2 The Member shall promptly provide Bupa with such information and materials as Bupa may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects.

- 3.3 If Bupa's performance of any of its obligations under this Provisions is prevented or delayed by any act or omission by the Member or failure by the Member to perform any relevant obligation ("Member Default");
- (a) Bupa shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Member remedies the Member Default, and rely on the Member Default to relieve it from the performance of any of its obligations to the extent the Member Default prevents or delays Bupa's performance of any of its obligations; and
  - (b) The Company and Bupa shall not be liable for any costs or losses sustained or incurred by the Member arising directly or indirectly from the Company and Bupa's failure or delay to perform any of its obligations as set out in this Provisions.

#### **4. Territorial Limit**

The Services set out in Section 2.8 of this Provisions shall be available within and outside the Member's Place of Residence. The Services set out in Sections 2.2 to 2.7 of this Provisions shall be available in Hong Kong only.

#### **5. Liability of The Company and Bupa**

- 5.1 The Registered Medical Practitioners, Hospitals, clinics, travel agencies, transportation service providers and any kind of professionals and service providers to whom the Member may be referred by the Coaching Team are independent contractors who are responsible for their own acts and are not employees, agents or servants of Bupa and the Company. Bupa and the Company shall exercise reasonable care and diligence in selecting those professionals and service providers who are certified by the local authority with appropriate qualifications but Bupa and the Company shall not be liable for any diagnosis or treatment or other acts or omissions performed by these Healthcare Services Providers and shall not be liable for any acts or omissions performed by other service providers.
- 5.2 The Coaching Team's ability and effectiveness to provide the Services under this Provisions is necessarily dependent upon the Member's willingness to disclose their medical records and provide a full description of any Health Problems that they have. Neither the Company, nor Bupa, nor the Coaching Team guarantees access to any Healthcare Services Providers.
- 5.3 To the extent permissible by any applicable law, Bupa and the Company shall under no circumstances whatsoever be liable to the Member, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of income or profit, or any indirect or consequential loss arising under or in connection with this Provisions.
- 5.4 Subject to Section 5.5 below, Bupa's and the Company's aggregate liability to the Member in respect of all other losses arising under or in connection with this Provisions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the aggregate amount of Subscription collected from the Member under the Plan.
- 5.5 Nothing in this Section 5 shall limit or exclude the Company's and Bupa's liability for: death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or fraud.

#### **6. General Exclusions**

Apart from the general exclusions set out under the Policy, the Services under this Provisions shall not include the provision of -

- 6.1 health insurance;
- 6.2 medical advice except those described in Section 2.6 of this Provisions provided by a third party service provider;
- 6.3 medical consultations except those described in Section 2.6 of this Provisions provided by a third party service provider;
- 6.4 prescriptions;
- 6.5 diagnosis and treatment plan except those described in Section 2.6 of this Provisions provided by a third party service provider;

- 6.6 healthcare decisions;
- 6.7 medical service in any part of the treatment process;
- 6.8 non-healthcare related services except those described in Section 2.8 of this Provisions;
- 6.9 home and unscheduled visits; or
- 6.10 advice on experimental and alternative treatments.

**7. Force Majeure**

Bupa and the Company shall not be held responsible for delays or failures in providing the Services caused by any strike, war, invasion, act of foreign enemies, armed hostilities (regardless of a formal declaration of war), civil war, rebellion, insurrection, terrorism, political coup, riot and civil commotion, administrative or political impediments or radioactivity or acts of God or any other event of force majeure which prevents the Coaching Team from providing the Services.

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