

TERMS AND CONDITIONS OF Q-CHOICE

1. Application of the Terms and Conditions

1.1 These Terms and Conditions are binding on all Members and constitute a contract between QHMS and each Member (all as defined hereunder). By submitting the Application Form, the Applicant and/or the Family Member agree(s) to be bound by these Terms and Conditions (all as defined hereunder).

1.2 In these Terms and Conditions, unless the context otherwise requires, the following terms shall have the following meanings:

“Applicant” the person signing the Application Form who must be an Employee or a Retiree and has attained the age of 18;

“Application Form” the application form (including on-line application form) for applying Q-Choice membership and Out-patient Service;

“Benefit Schedule” the schedule of benefits (as may be amended by the QHMS from time to time) under the Application Form which forms part of these Terms and Conditions;

“Co-payment” the fixed fee or percentage proportion of costs as stated in the Benefit Schedule (as may be amended by the QHMS from time to time) which the Member shall contribute towards the cost of the respective Out-patient Service provided;

“Contract Client” a company or organization having contractual relationship with any member of the QH Group for providing medical and/or healthcare services;

“Dental Centres” designated dental centres as listed in the Medical Network Directory;

“Dental Specialist” a registered dentist whose name appears in the Specialist Register under the DRO and practising at the Dental Centres;

“DRO” the Dentists Registration Ordinance, Chapter 156 of the Laws of Hong Kong;

“Effective Date” the date on which the Out-patient Service

	shall become effective as specified in the confirmation letter issued by QHMS pursuant to Clause 2.5 or such other date as otherwise notified by QHMS to the Member;
“Employee”	an employee (including part-time and temporary employee) of any Contract Client;
“Family Member”	the spouse, any child (including those legally adopted by the Applicant) or parent of the Applicant;
“Fees”	the fees payable by the Member for the Out-Patient Service as specified in the Benefit Schedule or as otherwise notified by QHMS to the Member upon renewal of the Out-patient Service;
“General Dentist”	a registered dentist not registered as a Dental Specialist and practising at the Dental Centres;
“General Practitioner” or “GP”	a registered medical practitioner not registered as a Specialist and practising at the Medical Centres;
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China;
“Hospital Cover”	the hospital cover insurance underwritten by HSBC Insurance (Asia) Limited offered under Q-Choice;
“Medical Centres”	designated medical centres as listed in the Medical Network Directory;
“Medical Network Directory”	the list of medical and healthcare centres where the Out-patient Service is to be provided (as amended from time to time);
“Member”	the Principal Member and Supplementary Member collectively;
“MRO”	the Medical Registration Ordinance, Chapter 161 of the Laws of Hong Kong;
“Out-patient Service”	out-patient services offered under Q-Choice as more particularly specified in

	the Benefit Schedule;
“Partner”	business partner of the QH Group who wish to provide benefits to the Members under Q-Choice in conjunction with the QH Group;
“PD(P)O”	the Personal Data (Privacy) Ordinance, Chapter 486 of the Laws of Hong Kong;
“Principal Member”	the Applicant whose application for Q-Choice membership (the Applicant is deemed to apply for Q-Choice membership if he does not apply for any Out-patient Service under his application) and Out-patient Service (where applicable) has been accepted by the QH Group;
“Privacy Policy Statement”	the privacy policy statement of QHA and its subsidiaries and associated companies (as amended from time to time) which is available at the Website;
“Q-Choice”	an employee benefit programme under which medical and healthcare benefits will be provided to the Member;
“Q-Choice Card”	the membership card issued to each Member for enjoying the benefits of Q-Choice upon acceptance of his application;
“Q-Choice Service”	services offered under Q-Choice by the QH Group and/or the Partner from time to time including but not limited to Out-patient Service and Hospital Cover;
“QH Group”	QHMS and the applicable subsidiaries and associated companies providing medical and healthcare services;
“QHA”	Quality HealthCare Asia Limited;
“QHMS”	Quality Healthcare Medical Services Limited;
“Retiree”	a retiree of any Contract Client whom the Contract Client has agreed to provide continuing employee benefits;

“Review Period”	within 7 days after the date of application for Out-patient Service;
“Specialist” or “SP”	a registered medical practitioner whose name appears in the Specialist Register under the MRO and practising at the Medical Centres;
“Supplementary Member”	any Family Member whose application for Out-patient Service has been accepted by the QH Group;
“Terms and Conditions”	these terms and conditions as set out herein (as amended from time to time); and
“Website”	the website of QHMS located at URL http://www.qhms.com .

1.3 References herein to Clauses are references to clauses in these Terms and Conditions unless the context otherwise requires.

1.4 The headings are inserted for convenience only and shall not affect the construction of these Terms and Conditions.

1.5 Words importing the singular shall include the plural and vice versa and words importing a gender include every other gender, unless the context otherwise requires.

2. Application

2.1 The Applicant is required to complete an Application Form and provide certain personal data of himself and/or his Family Member if he wishes to apply for Q-Choice membership and any Out-patient Service (where applicable) for himself and/or apply for any Out-patient Service on behalf of his Family Member. The Applicant is required to complete a separate application form for applying Hospital Cover for himself and/or his Family Member and specific terms and conditions will apply to such in-patient services.

2.2 The Applicant and/or his Family Member will only be eligible for the Out-patient Service if he is/they are within the particular age group for different Out-patient Service as specified in the Benefit Schedule.

2.3 QHMS reserves the right to decline any application for Q-Choice Service and the renewal thereof (where applicable) at its sole discretion without giving any reason.

- 2.4 The Applicant may cancel or amend the application for any Out-patient Service on behalf of himself and/or his Family Member by notifying QHMS in writing or by logging in Q-Choice's webpage at the Website during the Review Period if he is not satisfied for any reason.
- 2.5 QHMS will issue a confirmation letter together with Q-Choice Card(s) to the Applicant upon acceptance of his application for Q-Choice membership and Out-patient Service (where applicable) for himself and/or application for Out-patient Service on behalf of his Family Member within 14 days from the date of application or from the date of amendment of the application pursuant to Clause 2.4, whichever is later. If the application has not been accepted, QHMS will notify the Applicant as soon as practicable and refund in full any Fee paid (subject to the deduction of any relevant bank charges if payment is made by direct debit from a designated credit card account) within 30 days after notification.
- 2.6 Q-Choice Cards are not transferable and may only be used by the Member to whom the Q-Choice Card was issued. Q-Choice Cards remain the property of QHMS and must be returned upon request. If the Q-Choice Card is lost, damaged or stolen, the Member should report to QHMS immediately. A reasonable charge may be imposed by QHMS for the issuance of a replacement Q-Choice Card.

3. Fees

- 3.1 Fees and renewal Fees may be paid by cash, cheque or direct debit from a designated credit card account.
- 3.2 Members shall be liable to pay for (i) any services that are outside the scope of the Out-patient Service; (ii) any Co-payment; and (iii) any services that exceed the maximums or limits set out in the Benefit Schedule.
- 3.3 Charges for any uncovered services or any Co-payment shall be settled by the Member directly at the time the service is rendered to the Member.
- 3.4 Unless otherwise specified herein, any Fees paid to QHMS are not refundable or transferable.

4. Q-Choice Services

- 4.1 Subject to the coverage maximums and limits and any specific terms and conditions which may be imposed by QHMS in relation to the Out-patient Service as listed in the Benefit Schedule and the exclusions contained in Clause 5, the QH Group will provide the Out-patient Service to the Member during the service effective period.
- 4.2 The QH Group and/or the Partner may from time to time offer(s) the Members with new services associated with their Q-Choice membership, and

these new services will be governed by these Terms and Conditions and the specific terms and conditions applicable to such services.

5. Exclusions

Out-patient Service does not cover the following services:

A. Medical services

- a) Any treatment not undertaken by a General Practitioner or Specialist.
- b) Routine physical examination and investigations, medication, X-ray and laboratory test not recommended and referred by a General Practitioner or Specialist.
- c) Pregnancy tests, infertility, contraceptive or contraceptive devices.
- d) Any medical services associated with pregnancy, infertility, sterilisation, impotence or menopause.
- e) Female hormonal tests or assays and female hormonal replacement therapy (unless resulting from a disease).
- f) Long term repeated medication that exceeds 3 days' treatment for GP consultation or 5 days' treatment for SP consultation and medication for chronic diseases treatment, e.g. AIDS, Alzheimer's Disease, Cancer, Chronic Bronchitis, Chronic Eczema, Chronic Hepatitis, Coronary Heart Disease, Diabetes Mellitus, Heart Disease, Heart Failure, Hyperlipoidema, Hypertension, Hyperthyroidism, Hypothyroidism, Migraine, Onychomycosis, Parkinson's Disease, Psoriasis, Renal Failure, Systemic Lupus Erythematosus, Osteoporosis and Chronic Arthritis.
- g) Vaccinations, immunisations and any preventive treatment.
- h) Any form of treatment not presently or universally available but which may become available subsequent to acceptance of the Out-patient Service application and which may be highly expensive, e.g. medication for AIDS; medication costs for specific anti-viral agents, e.g. Interferon and anti-cancer.
- i) Any treatment for sexually transmitted disease, venereal diseases and treatment of human immunodeficiency virus, AIDS or AIDS-related complication and tuberculosis.
- j) Medication on request, e.g. holiday supply for visiting a malarial area.
- k) Specialised X-ray tests, e.g. X-ray with contrast medium and mammogram, X-ray involving CAT scanning, computerized scanning, MRI and investigations or treatments involving radioactive isotopes.
- l) Specialised investigations, e.g. ultrasound examination, echocardiogram & endoscopy and treadmill ECG.
- m) Minor surgical procedures (both clinical & hospital).
- n) Mental diseases, psychiatric, mood disorder, chronic alcoholism, drug addiction or rest cures.
- o) Drug overdose and alcoholism.
- p) Congenital defects or diseases.
- q) Cosmetic or plastic surgery or any treatment for the purpose of beautification, e.g. Acne and Alopecia.
- r) Tonic, appetite stimulants, depressants and any treatment or medication

for weight control.

- s) Dental and eye refraction treatment, eyesight test or the supply of hearing aids and prosthetic limbs.
- t) All expensive tonic and nutrient herbs, e.g. Birds' nests, Ginseng and Lingzhi.
- u) Health educational services such as speech improvement, diabetic classes and nutritional services, or group support services.
- v) Pre-package commercial health supplement.
- w) Any cost associated with kidney or peritoneal dialysis.

B. Traditional Chinese medicine services

- a) All medication in the form of granule.
- b) Extraction of medication.
- c) All expensive tonic and nutrient herbs, e.g. Birds' nests, Ginseng and Lingzhi.
- d) Pre-package commercial health supplement.

C. Physiotherapy services

- a) Any treatment for congenital abnormalities or hereditary conditions.
- b) Any treatment for neurological conditions.
- c) Any treatment for work injuries.
- d) Charges for the procurement or use of special braces, appliances, orthotics, crutches or other equipment.
- e) Alternative therapy including but not limited to acupuncture and other non-conventional treatment approach.
- f) Any treatment delivered outside the designated physiotherapy centres including but not limited to hydrotherapy, onsite evaluation, and educational workshops.
- g) Any treatment modalities not available within the physiotherapy network including but not limited to shock wave therapy and magnetotherapy.

D. Dental services

Any consultation or treatment by Dental Specialists or dentists with specialty training including but not limited to consultation or treatment by a dentist with specialty training in Children's Dentistry for young children who are unable to accept dental treatment from a General Dentist.

6. Effective Date

- 6.1 Out-patient Service selected by the Applicant and/or the Family Member shall become effective from the Effective Date Provided That a) the application has been duly approved by QHMS; b) QHMS has issued the confirmation letter pursuant to Clause 2.5; and c) the requisite Fees have been received by QHMS.

6.2 Unless terminated earlier in accordance with Clause 9 or otherwise renewed, the Out-patient Service shall be effective for a period of 12 months from the Effective Date.

7. Renewal

7.1 Out-patient Service may be renewed at the absolute discretion of QHMS. Where QHMS has decided to renew any Out-patient Service provided to a Member, a renewal letter will be sent to such Member's last known correspondence address about 60 days prior to the expiry date of such Out-patient Service.

7.2 The Fees payable upon renewal and the terms of any renewal may not be the same as for the expiring Out-patient Service and will be determined by the QH Group at its absolute discretion. This absolute discretion may be based on criteria such as the utilization rate during the period prior to renewal.

7.3 Where the Out-patient Service is renewed, the Out-patient Service will continue to be effective upon expiry of the initial service effective period on such terms as notified to the Member Provided That the requisite renewal Fees have been received by QHMS on or before the expiry date of the initial service effective period.

8. Change of Scheme/Plan Type

Change of scheme/plan type of the Out-patient Service is not allowed during the initial 12-month service effective period. For change of scheme/plan type upon renewal, the Member should notify QHMS of his request for change 90 days prior to the expiry date of the Out-patient Service and any change if approved will only be effective from the commencement of the renewal period.

9. Termination

9.1 QHMS may terminate the operation of Q-Choice or the provision and/or availability of any Q-Choice Service at any time at its absolute discretion upon giving reasonable notice to the Members. In case the operation of Q-Choice or any Q-Choice Service is terminated by QHMS, the Member shall be entitled to the return of a proportionate part of the fee paid for the unexpired service effective period.

9.2 Q-Choice membership and the Q-Choice Service shall terminate forthwith upon the death of a Member.

9.3 The Member may terminate his Q-Choice membership or any Out-patient Service at any time by giving written notice to QHMS.

- 9.4 If any Member breaches or QHMS has reasonable ground to believe that he has breached any of these Terms and Conditions, QHMS may suspend or terminate his Q-Choice membership and Q-Choice Service.
- 9.5 For the avoidance of doubt, In case of termination pursuant to Clauses 9.2 to 9.4, the Member will not be entitled to refund of any Fees paid.
- 9.6 The Member shall forthwith return his Q-Choice Card to QHMS upon termination of his Q-Choice membership at the request of QHMS.

10. Appointment and Verification

Unless otherwise specified by QHMS, the Members shall make appointment in advance before use of any Out-patient Service and must produce their Q-Choice Card and Hong Kong Identity Card/Passport for verification at the time the Out-patient Service is rendered.

11. Force Majeure

The QH Group shall not be deemed to be in breach of these Terms and Conditions or otherwise liable to the Members as a result of any delay or failure in the performance of its obligations hereunder if and to the extent that such delay or failure is caused by any event of force majeure. For the purposes of this clause, "force majeure" shall without limiting the generality of the term include any event or circumstance which is or are beyond the reasonable control of the QH Group including, without limitation, any flood, earthquake, storm, typhoon, epidemic or other natural disaster or calamity, any war or threat thereof, terrorist action, riot, invasion, civil disorder, insurrection or any trade embargo, industrial action, strike or lockout.

12. Amendments

- 12.1 QHMS shall have the absolute discretion to modify the structure, benefits and other features of Q-Choice, including these Terms and Conditions from time to time with or without advance notice to the Members and without assigning any reason.
- 12.2 QHMS will post the revised Terms and Conditions on the Website and any amendments will take effect when posted. It is the responsibility of the Members to keep themselves up-to-date in respect of these Terms and Conditions by accessing the Website and the Members will be deemed to have read the revised Terms and Conditions and be bound by such amendment if they continue to use any membership benefits under Q-Choice.

13. Data Privacy

- 13.1 The Applicant and the Family Member shall be deemed to have read, understood and agreed to the Privacy Policy Statement once the Application Form is submitted.

- 13.2 In order to become a Member and be provided with any Q-Choice Service, it is necessary for the Applicant/the Family Member to provide QHMS and/or the Partner with his personal data.
- 13.3 The Applicant must complete all mandatory fields on the Application Form or any other specific application forms for applying Q-Choice membership and any Q-Choice Service (where applicable) for himself and/or applying any Q-Choice Service on behalf of his Family Member. If the Applicant does not supply such data to QHMS or the Partner, the application will not be processed by QHMS or the Partner.
- 13.4 Personal data collected by means of the Application Form or other specific application forms for applying Q-Choice Service may be used for any of the following purposes or for any other purpose which the Applicant/the Family Member may from time to time agrees:
- a) processing the application of the Applicant/the Family Member for Q-Choice Service;
 - b) verification of the identity of the Applicant/the Family Member;
 - c) the daily management, operation and maintenance of Q-Choice;
 - d) providing the Applicant/the Family Member with Q-Choice Service;
 - e) conducting researches and/or analysis from time to time;
 - f) marketing of services and/or products of the QH Group;
 - g) providing the Applicant/the Family Member with regular communications from QHMS with details of Q-Choice and its benefits;
 - h) meeting the requirements to make disclosure under any applicable law; and
 - i) fulfilling any other purposes relating thereto.
- 13.5 Personal data of the Applicant and/or the Family Member held by QHMS may be disclosed to any of the following parties (whether within or outside Hong Kong) where such disclosure is necessary to satisfy any of the above purposes:
- a) any member of the QH Group or any Partner;
 - b) any agent, contractor or other person who provides administrative, telecommunications, computer, payment or other services to any member of the QH Group;
 - c) any credit providers, banks or financial institutions;
 - d) any debt collection agencies;
 - e) any person or entity under a duty of confidentiality to any member of the QH Group and has undertaken to keep such information confidential;
 - f) any person or entity to whom any member of the QH Group are obliged to make disclosure under the requirements of any law binding on such member of the QH Group; and
 - g) any government and judicial bodies or regulators.
- 13.6 The Family Member agrees that QHMS may disclose his personal data to the Applicant for the operation of Q-Choice for the benefit of the Applicant.

- 13.7 The Applicant and the Family Member have the right to request access to and correction of their personal data held by QHMS. Such request should be addressed to:

Q-Choice
Manager
Quality HealthCare Medical Services Limited
4th Floor, 303 Des Voeux Road Central
Sheung Wan, Hong Kong
Facsimile: (852) 2851 2669
E-mail: qchoice@qhms.com

- 13.8 In accordance with the PD(P)O, QHMS are entitled to charge a reasonable fee for processing any data access request.
- 13.9 Nothing in this Clause shall limit the rights of the Applicant and the Family Member under the PD(P)O.

14. Partial Invalidity

The invalidity or unenforceability of any provisions of these Terms and Conditions shall not affect the validity and enforceability of all other provisions.

15. English Version Prevails

These Terms and Conditions shall be prepared in English and Chinese and In case of any discrepancies between the English and Chinese versions, the English version shall prevail.

16. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong.