

THIRD SCHEDULE

TERMS AND CONDITIONS FOR MEDICAL SECOND OPINION

These Terms and Conditions, along with any written endorsement between MediGuide America (“the Company” “we”, “us”, and “our”) and each of its Members (“Member”, “you”, and “your”) constitute the entire Membership Agreement, hereafter called the “Agreement”.

1. Description of Membership Benefits

1.1 Medical Second Opinion Benefit

While you are eligible for Medical Second Opinion Benefit under Part II clause 2 of the Policy, MediGuide is obligated to deliver to you (and your local Personal Physician, if you so elect) a written Medical Second Opinion of your diagnosis and course of treatment, within 7 to 10 business days of the day on which all of your relevant medical records and test results (which refer to the Qualifying Medical Condition for which you seek a Medical Second Opinion) arrive at the Leading Medical Center you have selected.

2. Definitions

2.1 Member shall mean the Life Insured eligible for Medical Second Opinion Benefit under the Policy.

2.2 Personal Physician shall mean a legally licensed Physician other than the Member and not related to the Member’s immediate family who has been involved in providing treatment advice regarding the Member’s Qualifying Medical Condition.

2.3 Leading Medical Center shall mean a health care facility that is publicly known and identified as providing specialized medical care that is recognized within the broad medical community as leading in its fields of clinical care; see Fourth Schedule.

2.4 Membership Year shall mean a period of 12 consecutive months starting from the Membership start or renewal date.

2.5 International Medical Director shall mean a medically trained Member of MediGuide’s Membership Program team located in Hong Kong. The International Medical Director works with the Member, his or her Personal Physician and the Leading Medical Center to help obtain the requested Medical Second Opinion and to provide the Member with advice regarding local treatment options.

2.6 Qualifying Medical Conditions

The Qualifying Medical Conditions (QMC) are equivalent to Second Schedule – Critical Illness.

2.7 Definitions of Qualifying Medical Conditions

The definitions of Qualifying Medical Conditions (QMCs) will correspond to the definitions of Critical Illness listed in the Second Schedule of the Policy.

3. General Membership Provisions

3.1 Membership Start Date

Means the date from which the Member becomes eligible for Medical Second Opinion Benefit under the Policy.

3.2 Duration of Membership

For as long as the Member remains to be eligible for Medical Second Opinion Benefit under the Policy.

3.3 Termination of Membership

Benefits provided under this Membership shall cease when the Member ceased to be eligible under the Policy for Medical

Second Opinion Benefit:

3.4 Fraud

Any fraud, material misstatement or concealment in respect of this Membership shall render the Membership null and void and any benefit due shall be or become forfeited and the Membership then shall automatically be cancelled.

3.5 Jurisdiction

All claims arising out of the Membership Agreement shall be governed by the Laws and regulations of Hong Kong SAR, whose Courts alone shall have jurisdiction in any dispute arising hereunder.

4. Exclusions

4.1 Pre-Existing Medical Conditions

Provided the pre-existing medical condition is included in the list of Qualifying Medical Conditions, the Member's pre-existing condition still qualifies for a Second Opinion free of charge.

4.2 Non-Qualifying Medical Conditions

Medical Second Opinion Benefits may be available for an illness or medical condition that is not included in the list of Qualifying Medical Conditions. All benefits provided to Members with Non-Qualifying Medical Conditions are provided on a fee-for-service basis. All such fees are subject to pre-approval by the Member, and to be borne by the Member. Members in Hong Kong may request a current fee schedule by contacting MediGuide in Hong Kong.

4.3 Remission

Should a Member's medical condition go into remission and then reoccur the Member will be entitled to a further Second Opinion provided the insurance cover allowing the Medical Second Opinion Benefit for the Member has not terminated.

5. Miscellaneous Provisions

5.1 Membership is non-transferable to any person.

5.2 Membership Benefits entitle a Member to receive one Medical Second Opinion during the Membership Year for a particular Qualifying Medical Condition. However, should a Member request a Medical Second Opinion for a separate and unrelated Qualifying Medical Condition during that same Membership Year, the receipt of this Medical Second Opinion also is provided free as a Membership Benefit.

5.3 A Second Opinion request for the same Qualifying Medical Condition coming from a Member within the same Membership year of receiving a Second Opinion for that same Qualifying Medical Condition and for which that medical condition has not gone into remission will be priced on a case-by-case basis, such fees to be borne by the Member.

6. When a Medical Second Opinion Is Requested

Member's and MediGuide's responsibilities in gathering medical records:

6.1 The medical records provided by the Member's Personal Physician must contain a diagnosis and a recommended course of treatment and it must be made available in written form to the Leading Medical Center selected.

6.2 The International Medical Director in Hong Kong will work with the Member's Personal Physician to gather the medical records and relevant test results and with any hospital or clinic, which may hold imaging files, pathology slides and test and exam results which pertain to the Qualifying Medical Condition for which the Member is seeking a Medical Second Opinion.

6.3 The International Medical Director in Hong Kong will make arrangements to have the Member's medical records translated to

the English language, if necessary, for the selected World Leading Medical Center to complete the Medical Second Opinion. The International Medical Director in Hong Kong also makes arrangements to translate the completed Second Opinion back into the language that the Member's medical records were provided, if so required.

6.4 MediGuide in Hong Kong will arrange for and pay the costs of shipping these medical records to and from the selected Leading Medical Center by overnight courier.

6.5 MediGuide Hong Kong will provide the Member a choice of four Leading Medical Centers, which have been chosen by MediGuide as specializing in the Member's particular illness. From these four the Member will then select one*, which will be the Leading Medical Center that will provide the Medical Second Opinion.

6.6 MediGuide will pay for the costs of the Leading Medical Center in providing the written Medical Second Opinion.

6.7 MediGuide in Hong Kong will reimburse the Member for fees incurred by the Member in obtaining typed clinical notes and any other on-hand medical records and test results from his/her Personal Physician(s) or any other medical institutions (such as hospitals, clinics and laboratories), up to a maximum of HK\$3,000 for each Medical Second Opinion request raised by the Member. Any fees in excess of this figure will be borne by the Member him/herself.

6.8 MediGuide Hong Kong will pay for all expenses for the uplifting of the Member's medical records from the relevant hospitals and clinics that hold those records.

6.9 In the unlikely event the International Medical Director in Hong Kong is unable to secure the necessary co-operation the Member ultimately will be responsible for gathering these records and test results. MediGuide cannot and will not be responsible for providing a Medical Second Opinion if the Personal Physician or his/her office staff does not supply copies of all the medical records and test results related to the Qualifying Medical Condition nor if the relevant hospital or clinic will not co-operate in providing the required medical records of the Qualifying Medical Condition.

6.10 If the selected Leading Medical Center and MediGuide, at their sole discretion, request that the Member come to the hospital for further testing that is necessary to complete the diagnosis or treatment recommendation and the further testing cannot be done in Hong Kong, MediGuide will pay the cost, up to a predetermined amount, for that travel and make special arrangements with the selected Leading Medical Center for necessary airport and ground transfer services.

6.11 From time to time, in the case of Qualifying Medical Conditions that are inconclusive in diagnosis or in the case of the recommendation by the Leading Medical Center of a treatment protocol of an unusual or particularly difficult nature, entirely at the discretion of both MediGuide and the Leading Medical Center, the Member's Personal Physician may feel the need for a conference call by telephone or a teleconference with MediGuide in the USA and/or the Leading Medical Center. MediGuide will pay for all costs of providing the conference.

***Second Opinion delivery is managed and administered through the utilization of the MediGuide Matrix®, a proprietary process based upon custom developed software that includes a reservoir of variable parameters and data. This process assists MediGuide in identifying top-quality and renowned medical centers according to specific medical conditions. Members and their Physicians are given this information as informational assistance in the selection of the medical facility that will provide the Second Opinion. The Member and his/her Physician also may express their own preferences regarding medical center selection and, dependent on availability, MediGuide will use the same process to secure the Second Opinion for the Member.**