

**(VI) MEDICAL SECOND OPINION**

**Section A –Extent of Coverage**

MediGuide America shall deliver to the insured Member or his or her selected local Registered Medical Practitioner a written Medical Second Opinion (hereinafter referred as MSO) of his or her diagnosis and course of treatment, within 7 to 10 business days of the day on which all of the relevant medical records and test results for the Qualifying Medical Condition arrive at the Leading Medical Center selected by the member, under the terms as described in Clause 5

**Section B - Definitions**

1. **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.
2. **International Medical Director** shall mean a medically trained member of MediGuide's MSO Membership Programs team located in Hong Kong. The International Medical Director works with the Member, his or her Registered Medical Practitioner and the Leading Medical Center to help obtain the requested MSO and to provide the Member with advice regarding local treatment options.

**Section C- Membership Provisions**

1. **Termination of MSO Benefit**  
Benefits provided under the MSO benefit shall cease when the Member's Group insurance coverage is terminated.
2. **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.

**Section D - Exclusions**

1. **Existing Medical Conditions**  
A pre-existing condition prior to the Member's MSO benefit effective date or a condition which eventually manifests itself from an initial consultation with any General Practitioner or Specialist Physician where the initial consultation occurred prior to Member's effective date will be excluded.
2. **Non-Qualifying Medical Conditions**  
MSO 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 Hong Kong.
3. **Remission**  
Should a Member's medical condition go into remission and then reoccur the Member will be entitled to a further MSO provided the Membership remains in force.

**Section E – Terms and Scope of Benefits**

1. Membership benefits entitle a Member to receive one MSO during the policy year for a particular Qualifying Medical Condition. However, should a Member request a MSO for a

separate and unrelated Qualifying Medical Condition during that same policy year, the receipt of this MSO also is provided free as a membership benefit. If a Member requests another MSO during the same policy year for a condition for which he or she had already received a previous MSO and for which the medical condition has not gone into remission, MediGuide will endeavor to fulfill this request, although a fee, as quoted by MediGuide America and pre-approved by the Member, will be charged for these additional services, such fees shall be borne by the Member.

2. The medical records provided by the Member's Registered Medical Practitioner 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.
3. MediGuide Hong Kong and their International Medical Director in Hong Kong will work with the Member's Registered Medical Practitioner 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 MSO.
4. MediGuide Hong Kong will provide the Member a choice of three Leading Medical Centers, which have been chosen by MediGuide USA as specializing in the Member's particular illness. From these three the Member will then select one, which will be the Leading Medical Center that will provide the MSO.
5. MediGuide Hong Kong will reimburse the Member up to a maximum limit of HK\$3,000 all expenses (including, but not limited to, the payment to the Member's Registered Medical Practitioner for his/her fee for the time and effort expended in gathering the Member's medical records and test results if necessary) for uplifting all of the Member's medical records from the relevant hospitals and clinics that hold those records.
6. In the unlikely event that MediGuide Hong Kong or the International Medical Director in Hong Kong is unable to secure the necessary co-operation in collecting the necessary medical records, the Member ultimately will be responsible for gathering these records and test results. MediGuide cannot and will not be responsible for providing a MSO if the Member's Registered Medical Practitioner 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.
7. If the selected Leading Medical Center and MediGuide, at their sole discretion, request that the Member go to a hospital for any further testing that may be necessary to complete the diagnosis or treatment recommendation and that 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.
8. 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 Registered Medical Practitioner 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.

## Section F – Qualifying Medical Conditions

### AIDS: HIV

Acquired Immune Disease Syndrome : HIV infected diseases

### Alzheimer's Disease before age 70

The disease must result in a permanent inability to perform independently three or more activities of daily living and the conditions have to be medically documented for at least three months.

Alzheimer's disease or other dementia caused by psychiatric illness, any drug or alcohol use or any reversible organic brain disorder is excluded.

### Amyotrophic Lateral Sclerosis

The disease must result in a permanent inability to perform independently three or more activities of daily living and the conditions have to be medically documented for at least three months..

### Angioplasty

Any claim must be supported by evidence of coronary angiography showing at least 70% obstruction of two or more coronary arteries and by a specialist's report confirming the insured's actual undergoing of balloon dilatation of at least two coronary arteries.

### Aorta (Surgery of Aorta)

The actual undergoing of surgery for a chronic disease of the aorta needing excision and surgical replacement of the diseased aorta with a graft.

### Apallic Syndrome (Vegetative State)

Universal necrosis of the brain cortex, with the brain stem remaining intact. The condition has to be medically documented for at least one month.

### Aplastic Anaemia

Disease must result in anaemia, neutropenia and thrombocytopenia and must require treatment with at least one of the following:

- blood product transfusion
- marrow stimulating agents
- immunosuppressive agents
- bone marrow transplantation

### Bacterial Meningitis

Inflammation of the membranes of the brain or spinal cord which must result in a permanent inability to perform independently three or more activities of daily living. The conditions have to be medically documented for at least three months.

### Benign Brain Tumour

Removal of a non-cancerous growth of tissue in the brain under general anaesthesia leading to a permanent neurological deficit or if inoperable also leading to a permanent neurological deficit. The condition has to be medically documented for at least three months. Specifically excluded are all cysts, granulomas, malformations in or of the arteries or veins of the brain, haematomas and tumours in the pituitary gland or spine.

### Blindness

Total, permanent and irreversible loss of all sight in both eyes as a result of sickness or accident.

### Cancer

A disease manifested by the presence of a malignant tumour characterised by the uncontrolled growth and spread of malignant cells, and the invasion of tissue. The term cancer also includes leukaemia and malignant disease of the lymphatic system such as Hodgkin's Disease.

Excluded are:

- Any CIN stage (cervical intraepithelial neoplasia)
- Any pre-malignant tumour
- Any non-invasive cancer (cancer in situ)

- Prostate cancer stage 1 (T1a, 1b, 1c)
- Basal cell carcinoma and squamous cell carcinoma
- Malignant melanoma stage IA (T1a N0 M0)
- Any malignant tumour in the presence of any Human Immunodeficiency Virus.

### Cardiomyopathy

Cardiomyopathy must have led to disturbance of ventricular function resulting in physical impairment to the degree of at least class III (or even class IV) of the New York Heart Association (NYHA) classification of cardiac impairment. These conditions have to be medically documented for at least 3 months.

### Coma

A state of unconsciousness with no reaction or response to external stimuli or internal needs persisting continuously, with the use of life support systems, for a period of at least 96 hours and resulting in permanent neurological deficit. Neurological deficit has to be medically documented for at least 3 months.

### Coronary Artery (Bypass) Surgery

The actual undergoing of open chest surgery for the correction of one or more coronary arteries, which is/are narrowed or blocked, by coronary artery bypass graft (CABG).

Excluded are:

- Angioplasty
- Any other intra-arterial
- Key-hole surgery or laser procedures

### Coronary Atherectomy

Shaving of plaque from the artery wall to correct the narrowing or blockage of two or more coronary arteries when the Insured has limiting anginal symptoms. Any claim must be evidenced by evidence of coronary angiography showing at least 70% obstruction of two or more coronary arteries..

### Coronary Laser Treatment

The actual undergoing of angioplasty by applying laser technique to correct the narrowing or blockage of two or more coronary arteries when the insured has limiting anginal symptoms. Any claim must be supported by evidence of coronary angiography showing at least 70% obstruction of two or more coronary arteries.

### Deafness

Total, permanent and irreversible loss of hearing in both ears as a result of sickness or accident..

### Encephalitis

Inflammation of the brain (cerebral hemisphere, brainstem or cerebellum) associated with viral or bacterial infections. The disease must result in a permanent inability to perform independently three or more activities of daily living. The conditions have to be medically documented for at least three months.

### End Stage Liver Disease

Advanced liver disease resulting in cirrhosis which must be evidenced by a Child-Pugh-Stage B or Child-Pugh-Stage C

Excluded are:

- Child-Pugh-Stage A

### End Stage Lung Disease

Severe and permanent impairment of respiratory function which must be evidenced by all of the following criteria:

- persistent reduction in respiratory volume per second FEV1 to less than 1 litre (Tiffeneau respiratory test)
- persistent reduction in arterial oxygen tension (PaO2) below 55 mmHg
- permanent oxygen supply is necessary

**Heart Valve Surgery**

Open heart valvuloplasty, valvulotomy or replacement of one or more heart valves.

**Hepatitis (Fulminant Viral Hepatitis)**

Submassive to massive necrosis of the liver caused by viral hepatitis leading precipitously to liver failure. Diagnosis has to be evidenced by at least three of the following diagnostic criteria:

- a) a rapidly decreasing liver size
- b) rapidly degenerating liver function tests
- c) deepening jaundice
- d) Hepatic encephalopathy

**Loss of Limbs**

Total and irrecoverable severance of two or more limbs from above the elbow/wrist or knee/ankle joint as the result of an accident or of a medically required amputation.

**Loss of Speech**

Total and irreversible loss of the ability to speak due to injury or disease of the vocal cords. The condition medically documented by a specialist (best by an otorhinolaryngologist) for at least 6 months. Psychogenic loss of speech is excluded from cover.

**Major Burns**

Third degree burns covering at least 20% of the surface area of the Insured's body.

**Major Head Trauma**

Major trauma to the head with disturbance of the brain function. The trauma must result in a permanent inability to perform independently three or more activities of daily living. The conditions have to be medically documented for at least three months.

**Major Organ Transplantation**

The actual undergoing of a transplantation as the recipient of a heart, lung, liver, pancreas, small bowel, kidney or bone marrow.

**Motor Neurone Disease**

Unequivocal diagnosis of motor neurone disease (e.g. amyotrophic lateral sclerosis, primary lateral sclerosis, progressive bulbar palsy, pseudo bulbar palsy). The disease must result in a permanent inability to perform independently three or more activities of daily living. The conditions have to be medically documented for at least three months.

**Multiple Sclerosis**

Unequivocal diagnosis of Multiple Sclerosis by a specialist (preferably by a neurologist). This disease has to be evidenced by typical clinical symptoms of demyelination and impairment of motor and sensory functions as well as by typical MRI findings.

For proving the diagnosis the Insured must either exhibit neurological abnormalities that have existed for a continuous period of at least 6 months or must have had at least two clinically documented episodes at least one month apart or must have had at least one clinically documented episode together with characteristic findings in the cerebrospinal fluid as well as specific cerebral MRI lesions.

**Myocardial Infarction**

The death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area.

Diagnosis has to be evidenced by all of the following criteria:

- a) a history of typical chest pain
- b) new characteristic electrocardiogram changes
- c) elevation of infarction specific enzymes, Troponins or other biochemical markers

Excluded are:

- Non-ST-segment elevation myocardial infarction (NSTEMI) with only elevation of Troponin I or T
- Other acute Coronary Syndromes (e.g. stable/unstable angina pectoris)
- Silent myocardial infarction

**Muscular Dystrophy**

Confirmation of definite diagnosis of either Duchenne, Becker or Limb Girdle Muscular Dystrophy (all other types of Muscular Dystrophy are excluded) by a consultant neurologist. The diagnosis must be supported by muscle biopsy and CPK estimations. The disease must result in a permanent inability to perform independently three or more activities of daily living. The conditions have to be medically documented for at least three months.

**Parkinson's Disease before age 70**

Unequivocal diagnosis of idiopathic or primary Parkinson's Disease (all other forms of Parkinsonism are excluded) before age 70. The disease must result in a permanent inability to perform independently three or more activities of daily living. The conditions have to be medically documented for at least three months.

**Paralysis**

Total and irreversible loss of use of two or more limbs through paralysis due to accident or sickness of the spinal cord. These conditions have to be medically documented for at least 3 months.

Excluded is:

- Paralysis due to Guillain-Barré-Syndrome

**Poliomyelitis**

Acute infection by the poliovirus leading to paralytic disease as evidenced by impaired motor function or respiratory weakness. Other causes of paralysis are specifically excluded.

**Primary Pulmonary Arterial Hypertension**

An increase in the blood pressure in the pulmonary arteries, caused by either an increase in pulmonary capillary pressure, increased pulmonary blood flow or increased pulmonary vascular resistance. The conditions have to be medically documented for at least 3 months.

**Renal Failure**

End stage renal disease presented as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (hemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out.

**Stroke**

Any cerebrovascular incident producing permanent neurological sequelae and including infarction of brain tissue, haemorrhage and embolisation from an extracranial source. Evidence of neurological deficit for at least 3 months has to be produced.

Excluded are:

- Transient ischemic attacks (TIA)
- Traumatic injury of the brain
- Neurological symptoms due to migraine
- Lacunar strokes without neurological deficit

**Systemic Lupus Erythematosus**

An autoimmune illness in which tissues and cells are damaged by deposition of pathologic autoantibodies and immune complexes. Of significant importance for the outcome is the involvement of the kidneys. The renal function of the life insured has to be impacted due to the SLE (it has to be classified as Class III to Class VI lupus nephritis according to the classification of results of renal biopsy by WHO). Other types of lupus, such as the discoid lupus erythematosus or those that only affect the blood and joints are excluded.