



## SECOND MEDICAL OPINION REFERRAL SERVICES PROVISIONS

These Second Medical Opinion Referral Services are provided by Europ Assistance Hong Kong Limited to the eligible Cancer Treatment Benefits Insured persons as specified by Manulife (International) Limited.

***This provision provides terms and conditions of this service only. For terms and conditions of the applicable insurance products, please refer to the respective policy provisions.***

### 1. Definitions

“The Company” shall mean Manulife (International) Limited.

“Insured” shall mean the eligible insured persons under Cancer Treatment Benefits as specified by the Company.

“EA” shall mean Europ Assistance Hong Kong Limited.

“**Cancer**” shall mean a malignant tumour characterized by the uncontrolled growth and spread of malignant cells and the invasion and destruction of normal tissue. The diagnosis of cancer must be confirmed by a Specialist and supported by histological evidence of malignancy on a pathology report.

The following are specifically excluded:

- a) any tumour which is histologically classified as pre-malignant, benign, dysplasia, borderline malignant, low or suspicious malignant potential;
- b) cervical dysplasia, low grade and high grade squamous epithelial lesions, cervical intra-epithelial neoplasia grade I and grade II (CIN I and CIN II);
- c) non-invasive melanoma histologically described as “in-situ”;
- d) hyperkeratosis, basal cell and squamous cell skin cancers of AJCC stage 0;
- e) any tumour in the presence of any Human Immunodeficiency Virus (HIV) Infection.

“**Carcinoma-in-situ**” shall mean focal autonomous new growth of carcinomatous cells which has not yet resulted in the invasion of surrounding normal tissues. “Invasion” means an infiltration and/or active destruction of normal tissue beyond the epithelial basement membrane. For Carcinoma-in-situ of cervix uteri, it must be at a grading of cervical intra-epithelial neoplasia grade III (CIN III) and has been confirmed by histopathology as Carcinoma-in-situ. The diagnosis of Carcinoma-in-situ must always be supported by a histopathological biopsy report and confirmed by a Specialist in the relevant field. Clinical or cytological diagnosis alone does not meet this standard.

The following are specifically excluded:

- a) any tumour which is histologically classified as pre-malignant, benign, dysplasia, borderline malignant, low or suspicious malignant potential;
- b) cervical dysplasia, low grade and high grade squamous epithelial lesions, cervical intra-epithelial neoplasia grade I and grade II (CIN I and CIN II);
- c) non-invasive melanoma histologically described as “in-situ”;
- d) hyperkeratosis, basal cell and squamous cell skin cancers of AJCC stage 0;
- e) any tumour in the presence of any Human Immunodeficiency Virus (HIV) Infection.

**“Covered Cancer”** shall mean Cancer (excluding Carcinoma-in-situ).

**“Diagnosis”** or **“Diagnosed”** shall mean the definitive diagnosis made by a Doctor based upon specific condition(s) referred to in the definition of the condition, illness or disease concerned or, in the absence of such specific condition(s), based upon radiological, clinical, histological or laboratory evidence of the relevant condition, illness or disease acceptable to the Company.

**“Doctor”** shall mean a registered medical practitioner qualified by degree in western medicine who is legally authorized by the government of the geographical area of his or her practice to render medical and surgical services other than dental related.

**“Specialist”** shall mean a Doctor who is commonly recognized in the medical profession as a specialist in a medical speciality in respect to the Insured’s Covered Cancer.

## **2. Second Medical Opinion Referral Services**

Upon the approval of a Covered Cancer claim by the Company under this Provision in respect of the Insured, the Insured is eligible to apply for the Second Medical Opinion Referral Services (“Referral Services”) for the Covered Cancer through EA once for each Covered Cancer.

Upon receipt of the application from the Insured or the policyowner on the Insured’s behalf, EA shall provide the Referral Services to the Insured by acting on behalf of the Insured to solicit a list of hospitals in the United States of America which can provide the medical services as described in the service program for the Insured in respect of the Covered Cancer. In appointing any hospital under the Referral Services, EA shall be an agent of the Insured.

The Referral Services are provided by EA and may be subject to service charges payable to and determined by EA from time to time. The Company shall not be liable for any transactions or dealings between the Insured and EA, or any default in performing the Referral Services by EA.

Any hospital or medical practitioners referred by EA and chosen by the Insured shall also be acting as the principal party in providing their medical services to the Insured. The Company and EA will not be liable for any default in their medical services provided to the Insured.

The Company and EA reserve the right to revise the terms and conditions of Referral Services or termination of the Referral Services without prior notice to the policyowner or the Insured.

### **2.1 Request for the Second Medical Opinion Referral Services**

It is important to note that in order to be eligible to receive the Referral Service, the disease must have been previously Diagnosed by a Doctor who is defined as any person qualified by degree in

western medicine legally authorized in the geographical area of his practice to render medical or surgical services.

In the event that the Insured has been Diagnosed by the said Doctor as suffering from Cancer and he wishes to obtain additional information about his Diagnosis/disease as well as the latest and most advanced treatments, techniques and procedures available in the world for his medical condition, he may request a second medical opinion by contacting EA at the phone number listed below:

EUROP ASSISTANCE HONG KONG: **(852) 2863 5547**

and shall provide the following information:

- A- Insured's full name, policy name and policy number;
- B- The name of the place and the telephone number where EA can reach the Insured or the Insured's representative;
- C- The disease that the Insured has been Diagnosed with;
- D- The name and telephone number of the said Doctor.

## **2.2 Acceptance and acknowledgement from the Insured**

In accepting the use of Referral Service the Insured agree that the liabilities of EA and the Company are limited in such a way mentioned in Clause 3 below and he/his representative should irrevocably accepts to pay to EA a co-ordination fee as stated in Clause 5 below, regardless of the nature of the findings contained in the second medical opinion report as long as such report complies with its definition mentioned hereunder. The co-ordination fee is usually not claimable nor reimbursable under the insurance policy.

## **2.3 Cooperation with EA**

Insured shall cooperate with EA to enable EA to obtain necessary documents or other elements or necessary formalities for EA to be able to provide its Referral Service. This cooperation includes, if necessary making a request from the Insured to the attending Doctor to provide EA with all necessary medical history, reports or tests that have previously been established or preformed and EA shall not be liable in case of failure to obtain the second medical opinion because of this lack of cooperation.

## **3. Description of the Services**

### **3.1 Premier Medical Network**

The providers of second medical opinion are reputable hospitals in the United States of America that have been identified by EA and shall be collectively identified and referred to as "PREMIER MEDICAL NETWORK".

The providers are included in "PREMIER MEDICAL NETWORK" based on their excellence in one or more medical specialties.

The inclusion of any facility in “PREMIER MEDICAL NETWORK” is determined by the EA International Medical Team and is based on a combination of evaluation components constituted mainly of:

- Experience and advice from external medical professionals and Specialists.
- Analysis and compilation of reputable medical and other publications.
- Experience from EA and/or its associates’ companies with such hospital.
- Accessibility to foreign patients.

### **3.2 Information and Referral**

Upon request from the Insured for a second medical opinion, EA shall provide information to the Insured about:

- Details of the services rendered (procedures, steps, involvement of the patient and the attending Doctor, expected results).
- The possible and recommended hospitals that would be qualified to render an opinion for the Diagnosed disease. At this stage no specific Doctor’s name nor address nor telephone number shall be given to the Insured but only names of centres and explanation of the reasons why these hospitals would be appropriate.
- The coordination fee for obtaining the second medical opinion.

### **3.3 Selection of the Centre**

Upon request from the Insured for a second medical opinion, EA shall, under the direct supervision of its own medical team, and within 2 business days:

- Inform the Company of the request for the second medical opinion.
- Liaise with the attending Doctor in order to obtain confirmation of the Diagnosis and inform him of the request for the second medical opinion.
- Explain to the said Doctor and the Insured the role of EA as well as what will be the foreseeable steps and actions necessary in order to obtain the second medical opinion.
- Provide
  - (a) a full listing of the hospitals within PREMIER MEDICAL NETWORK that are included for the purpose of the main agreement to perform the second medical opinion and
  - (b) inform both the Insured and the said Doctor about EA’s recommendation of not less than 3 hospitals that are more appropriate to provide the second medical opinion and at the request of the Insured provide objective information that can demonstrate that the choice is sound and logical.

At this point the Insured may choose:

- a) To cancel his request for second medical opinion or
- b) To proceed with the Referral Services by selecting one hospital to provide the second medical opinion.

### **3.4 Formulation of the Second Medical Opinion**

In the event that the Insured chooses to proceed with the Referral Services, EA shall:

- Liaise with the said Doctor and the Insured in order to obtain documents, reports,

examinations and other requirements that are necessary for the second medical opinion to be obtained.

- Formulate the request for the second medical opinion.
- If necessary and required by the selected hospital that shall perform the second medical opinion, arrange with the said Doctor for any additional testing to be performed.
- Compile the file and if necessary, translate the documents into the language used by the selected hospital.
- Send the file to the selected hospital by any means deemed appropriate.
- Follow up with all concerned parties and, if necessary, medically feasible and legally admissible, EA shall send to the selected medical centre tissue, blood or other samples for the eventual study, analysis and other necessary investigation deemed necessary in order to re-confirm or refine the initial Diagnosis.
- Obtain the second medical opinion from the selected hospital, establish the second medical opinion report and communicate it to the Insured or the Insured's local Doctor.
- Answer to queries the Insured may have about the second medical opinion report.

#### **4. The Second Medical Opinion Report**

The second medical opinion report shall:

- Be a written document from EA that will summarize the findings and recommendation by the selected hospital with, if necessary further details and explanations about such findings in clear English terms.
- Include the opinion of the selected hospital concerning the confirmation (or not) of the Diagnosed disease, confirmation (or not) of the appropriateness of the currently proposed treatment, and if applicable a recommendation of alternative treatment.
- Provide additional sources of information and bibliography where the Insured can find further information about his disease and treatments.
- Usually be provided within 15 business days after all elements have been obtained locally.

### **5 Fees and Expenses**

#### **5.1 Medical Expenses**

All medical expense incurred by the Insured from the insured's attending Doctor (including report fees as may be required) shall be paid directly by the Insured to such Doctor.

All medical expenses charged by the selected medical centre for providing the second medical opinion incurred overseas shall be borne by EA.

#### **5.2 Payment of Expenses**

The expenses are payable before proceeding to the stage of selection of the centre and

formulation of the second medical opinion.

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

Please note that the selection and number of hospitals, and thus the below list, may be revised by EA or the Company from time to time. Please call EA hotline (852) 2863 5547 for the latest hospital list.

**Hospital List:**

1. Albert Einstein Medical Center
2. Barnes-Jewish Hospital
3. Brigham and Women's Hospital
4. Cedar-Sinai Medical Center
5. Children's Memorial Hospital
6. Cleveland Clinic
7. Duke University Medical Center
8. Georgetown University Hospital, Washington, D.C.
9. John Hopkins Hospital
10. F.G.McGaw Hospital at Loyola University, Maywood,
11. Massachusetts General Hospital
12. Mayo Clinic, Rochester, Minn.
13. MD Anderson Cancer Center
14. Memorial Sloan-Kettering Cancer Center
15. New York Presbyterian Hospital
16. Northwestern Memorial Hospital
17. Stanford University Hospital
18. UCLA Medical Center
19. University of Iowa Hospitals and Clinics
20. Miami Heart Institute
21. University of California, San Francisco Medical Center
22. University of Chicago Hospitals
23. University of Washington Medical Center
24. Vanderbilt University-Medical Center