# **MyCover Critical Illness Plan**



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# 1. Definitions

**Accident** refers to an unforeseen, unexpected, violent, and involuntary external event or contiguous series of events of an accidental and visible nature which is the sole and direct cause of a bodily injury and independently of any other causes (including but not limited to illness or any naturally occurring condition or degenerative process) while this Policy is in force.

Age refers to the age of the Insured on his or her next birthday unless otherwise specified.

Anaesthetist, Medical Practitioner, Specialist or Surgeon refers to a person other than the Policy Owner, the Insured, an insurance agent, business partner(s), employee/employer or a relative of any of them (unless approved in advance by Us in writing) who is registered and licensed under the Medical Registration Ordinance and/or registered under the Specialist Register of the Medical Council of Hong Kong or otherwise legally authorized and entitled to practice western medical and surgical services in any country in accordance with the laws of that country, and who is acceptable to Us. An Anaesthetist cannot be the attending Medical Practitioner or Surgeon operating on the Insured.

**Big 3 Disease(s)** refers to Disease(s) listed under "Big 3 Diseases covered in MyCover Critical Illness Plan" in Appendix 1: List of Diseases Covered. Any diagnosis of Big 3 Diseases for the purpose of claiming the Big 3 Diseases Benefit must fulfil the meaning together with the terms and conditions stated under the heading of that Disease in Appendix 2: Definition of Big 3 Diseases.

Basic Plan refers to the plan MyCover Critical Illness Plan as shown in the Policy Schedule.

**Beneficiary** refers to a person chosen by Policy Owner to receive the Death Benefit under this Policy at the death of the Insured.

Carcinoma-in-situ or Early Stage Malignancy of Specific Organs refers to a Disease listed under "Carcinoma-in-situ or Early Stage Malignancy of Specific Organs covered in MyCover Critical Illness Plan" in Appendix 1: List of Diseases Covered. Any diagnosis of a Carcinoma-in-situ or Early Stage Malignancy of Specific Organs for the purpose of claiming the Carcinoma-in-situ or Early Stage Malignancy of Specific Organs Benefit must fulfil the meaning together with the terms and conditions stated under the heading of that Carcinoma-in-situ or Early Stage Malignancy of Specific Organs in Appendix 3: Definition of Carcinoma-in-situ or Early Stage Malignancy of Specific Organs.

**Commencement Date** refers to the date the first premium is due and is the date used for calculating the Insured's Age at the start of this Policy. It also refers to the date when coverage under this Policy becomes effective.

**Current Sum Insured** refers to the Initial Sum Insured less any benefits paid under Carcinoma-in-situ or Early Stage Malignancy of Specific Organs Benefit pursuant to Clause 4.2 of the Benefit Provisions of this Policy. The Current Sum Insured is the amount on which calculation of the Big 3 Diseases Benefit is based, and shall be deemed to be zero once the Total Claims paid and / or payable reach one hundred percent (100%) of the Initial Sum Insured.

**Disease(s)** refers to the Disease(s) covered under this Policy as set out in Appendix 1: List of Diseases Covered. Each Disease is further defined in Appendix 2 or Appendix 3.

**Endorsement** refers to an additional document attached to this Policy that outlines any adjustments that We make to this Policy.

**Expiry Date** refers to the Policy Anniversary immediately preceding the eighty-fifth (85<sup>th</sup>) birthday of the Insured.

**First Confirmed Diagnosis** refers to the first time that a diagnosis of a Disease is made by a Medical Practitioner and confirmed by histopathological and / or cytopathological patterns and / or radiological tests, blood tests and / or other laboratory tests results. Date of diagnosis of a Disease suffered by the Insured will be the day when tissue specimen, culture, blood specimen or any other laboratory investigation upon which the diagnosis is determined is first taken from the Insured. For Cancer and Carcinoma-in-situ or Early Stage Malignancy of Specific Organs, a diagnosis based on history, physical and radiological findings only will not meet the standards of diagnosis required by this Policy.

**First Symptoms** refer to any condition, Disease or any of its direct causes in respect of an Insured, where the Insured and / or the Policy Owner was aware or should reasonably have been aware of signs or symptoms of the condition, Disease, or where any laboratory test or investigation showed the likely presence of the condition or Disease.

**Initial Sum Insured** refers to the amount shown on the Policy Schedule or Endorsement as the "Sum Insured" when this Policy is issued, or as amended subsequently at the Policy Owner's request (to increase or decrease) in accordance with Our then applicable rules and regulations, which forms the basis for calculation of the Carcinoma-in-situ or Early Stage Malignancy of Specific Organs Benefit and Death Benefit. For the avoidance of doubt, any payments made under this Policy will not affect the Initial Sum Insured.

Insured refers to the person insured by this Policy and is shown on the Policy Schedule or any Endorsement.

Medically Necessary refers to a medical service, procedure or supply which is necessary and is:

- 1. consistent with the diagnosis and customary medical treatment for the Insured's Disease;
- recommended by a Medical Practitioner for the care or treatment of the Insured's Disease involved and must be widely accepted professionally in Hong Kong as effective, appropriate and essential based upon recognized standards of the health care specialty involved; and
- 3. not furnished primarily for the personal comfort or convenience of the Insured or any medical service provider. Experimental, screening and preventive services or supplies are not considered Medically Necessary.

**Policy** consists of this policy document, its **Policy** Schedule, application form, any Endorsement and / or any supplement.

**Policy Anniversary** refers to the same date each year as the Commencement Date.

**Policy Date** refers to the date the Policy is issued to the Policy Owner which is specified in the Policy Schedule.

**Policy Owner, You or Your** refers to the person who owns this Policy as shown in the Policy Schedule or any Endorsement.

**Policy Schedule** refers to the document attached to this Policy. The Policy Schedule shows important information about this Policy, including the policy number, the premium payable, the benefits of this Policy and other particulars.

**Policy Year** refers to a period of twelve (12) consecutive calendar months from the Commencement Date and every succeeding twelve (12) consecutive calendar months period after that.

**Reinstatement Date** refers to the date that We approve an application to reinstate this Policy.

**Renewable Period** refers to the initial renewable period as shown in the Policy Schedule or the number of year(s) from the date the Basic Plan is renewed to the Expiry Date, whichever is shorter.

**Term Critical Illness Series** means MyCover Critical Illness Plan and other selected critical illness insurance term plan(s) as specified by Us from time to time.

**Total Claims** refer to the aggregate amount of the Carcinoma-in-situ or Early Stage Malignancy of Specific Organs Benefit and / or the Big 3 Diseases Benefit payments.

**We, Us** or **Our** refers to FWD Life Insurance Company (Bermuda) Limited (Incorporated in Bermuda with limited liability), the issuer of this Policy.



# 2. General Provisions

# 2.1 The Policy

This Policy is governed by the laws of Hong Kong Special Administrative Region of China (Hong Kong) and is proof of an insurance contract between You and Us. Once this Policy has commenced, insurance is provided regardless of the Insured's occupation, or the countries that the Insured travels to or resides in.

The Policy Owner and the Insured are required to provide truthful and accurate information during the application of this Policy. We have issued this Policy after taking into account the information provided by You and the Insured (if they are different people) during application process and payment of the premium as shown in the Policy Schedule. This information provided is considered representations and not warranties.

# 2.2 Cooling-off Period

The Policy Owner has the right to cancel this Policy by notice and obtain a full refund of any premium(s) paid by You and insurance levy paid by You without any interest, by giving a written notice to Us. Such notice must be signed by the Policy Owner and received directly by Us within twenty-one (21) calendar days immediately following either the day of delivery of this Policy or a Cooling-off Notice to You or Your nominated representative, whichever is the earlier as specified by cooling-off period principles set out by the Hong Kong insurance regulator. No refund can be made if a claim payment under this Policy has been made prior to Your request for cancellation.

# 2.3 Alterations and Company Notices

No alterations in the terms and conditions and provisions of this Policy will be valid unless made in an Endorsement and / or any supplement to this Policy and issued by Us. No agent or other persons have the authority to change or waive any provision of this Policy.

If We need to send You any notices, We will send them to Your latest correspondence address recorded in Our records, and such notice will be deemed to have been received by the Policy Owner forty-eight (48) hours after posting.

# 2.4 Policy Owner

Under this policy document, the words You, Your or Policy Owner refer to the person who owns this Policy as shown on the Policy Schedule or any Endorsement.

As the Policy Owner, You are the only person who can request changes to, and exercise the rights and privileges related to this Policy while this Policy is in effect.

If You hold this Policy on trust for a beneficiary by virtue of an express trust, We will consider any rights or options exercised by You in relation to this Policy as being made with the consent of, and for the sole benefit of, the beneficiary(ies) of that trust. We will not contact that beneficiary to confirm their consent.

You are entitled to any proceeds of this Policy that do not result from the death of the Insured. If You die, the proceeds will be payable to the appointed executors or administrators for and on behalf of Your estate, unless You are also the Insured, in which case the proceeds will be paid to the Beneficiary.

# 2.5 Beneficiary

Beneficiary refers to a person nominated by You to receive any proceeds of this Policy if the Insured dies. Your nominated Beneficiary is entitled to any benefits of this Policy if the Insured dies.

If a Beneficiary dies before the Insured, his or her share of the policy benefits will be redistributed to any surviving Beneficiaries in proportion to their nominated share (or equally if no nomination has been made).

If both the Insured and a Beneficiary die in the same incident and the official time of death is recorded as being the same time, We will determine the distribution of the proceeds of this Policy as if the elder of the two people had died first.

If You have not nominated any Beneficiaries, or if all of the Beneficiaries die before the Insured, We will pay the proceeds to You, or the appointed executors or administrators for and on behalf of Your estate (if You die).

During the Insured's lifetime, the Beneficiary has no right to and cannot request any changes to, claim benefits from, or exercise any rights and privileges in relation to this Policy.

# 2.6 Changes of Policy Owner and Beneficiary

While this Policy is in effect, the Policy Owner and the Beneficiary may be changed if You (as the current Policy Owner) submit a written request to Us. After assessing that We have all of the relevant information, We will process and register this change in Our records and such change will be effective from the date We approve the request (irrespective of whether the Policy Owner and/or the Insured is/are alive on that date).

# 2.7 Assignment

You can assign this Policy as collateral for a loan, however unless You inform Us in writing of the assignment, and We make a record of this assignment, We will not be bound by this assignment. You are responsible for the validity of the assignment and instructing Us any benefits under this Policy are paid to the assignees. Any payment We make before We record the assignment will not be affected by the assignment. Any money owed to Us under this Policy will take priority over any rights of any assignee(s).

#### 2.8 Increase in Initial Sum Insured

While this Policy is in effect and the Insured is alive, provided that no claims have been made, You can request in writing to increase the Initial Sum Insured before the first Policy Anniversary subject to Our applicable rules and procedures (including but not limited to the relevant underwriting requirements). We will review the request and may request further information before accepting or declining the request. If We approve the request, We will register this change in Our records and such change will be effective from the Commencement Date. We will send an Endorsement to Your correspondence address in Our records.

#### 2.9 Reduction in Initial Sum Insured

While this Policy is in effect and the Insured is alive, provided that no benefit has been claimed, You can request in writing to reduce the Initial Sum Insured subject to Our applicable rules and procedures. We will review the request and may request further information before accepting or declining the request. If We approve the request, We will register this change in Our records and such change will be effective from the date We approve the request. We will send an Endorsement to Your correspondence address in Our records.

#### 2.10 Surrender

While this Policy is in effect and the Insured is alive, You can request to surrender this Policy by sending Us a completed surrender form or by any other means acceptable by Us, and subject to Our applicable rules and procedures. This Policy has no cash values and no benefits will be payable upon surrender. This Policy will be terminated on the date We approve the request.

#### 2.11 Misstatement or Non-disclosure

We have used the information, including but not limited to Age, gender and other material facts, provided by You and the Insured (if they are different people) during the application process to determine whether to offer this Policy.

If the Insured's Age or gender shown in the Policy Schedule is incorrect, We will calculate any amount paid or payable or benefit accruing according to how much the premiums paid would have purchased at the time of the application on the basis of the correct Age and/or sex. However, any recalculated amount will not be more than the original benefit which is specified in the Policy Schedule or any Endorsement.

We may cancel this Policy and treat it as having never existed if (i) any information provided by You and the Insured during the application process is incorrect and if, based on the correct information, We would not have offered this Policy; or (ii) any material facts were not disclosed during the application process which may affect Our risk assessment. In this situation, We will refund any premium(s) and insurance levy(ies) paid without interest after deducting any benefits that We have paid. We will send written notification of the cancellation to Your correspondence address in Our records.

In addition to the above, Policy Owner must provide a copy of his / her identification document to Us within thirty (30) calendar days of the Commencement Date. If Policy Owner does not provide this document within this thirty (30) calendar days, We will suspend the Policy and cease any further transactions. If the identification document has still not been provided within ninety (90) calendar days of the Commencement Date, We will cancel the Policy and treat it as having never existed, and will refund any premium and insurance levy paid, without interest, after deducting any benefits that may have been paid.

#### 2.12 Incontestability

Except in instances of fraud or non-payment of premium, We waive Our rights to cancel this Policy and treat it as having never existed after it has been in effect for two (2) years (meaning the Insured has been alive) from the Commencement Date, or the Reinstatement Date (if this Policy is reinstated).

# 2.13 Payment Currency

All amounts that We or You are required to pay in relation to this Policy will be paid in the currency shown in the Policy Schedule provided that We have the absolute discretion to accept payment in another currency.

# 2.14 Contracts (Rights of Third Parties) Ordinance

Any person who is not a party to this Policy has no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any of its terms.

# 2.15 General Interpretation and Application

Where the context requires, words importing one gender shall include the other gender, and singular terms shall include the plural and vice versa. Headings are for convenience only and shall not affect the interpretation of this Policy. References to sections, clauses, provisions and schedules are to sections, clauses, provisions and schedules to this Policy. Should any conflict arise in respect of the interpretation of any provision in this Policy and any other material otherwise produced by Us, then the provisions of this Policy shall prevail.

# 3. Premiums and Reinstatement Provisions

# 3.1 Payment of Premiums

The first premium is due on the Commencement Date. If this is not paid within thirty (30) calendar days of the Commencement Date, this Policy shall be deemed null and void. In this situation, We will not be legally obliged to pay any benefits under this Policy.

Subsequent premiums must be paid during the term of this Policy. Premiums must be paid at a frequency We agree with You.

We provide a thirty (30)-day grace period from the due date of any premium(s). If We still do not receive this premium after the thirty (30)-day grace period, We will terminate this Policy effective from the date the unpaid premium was due.

The premium is not guaranteed. We reserve the right from time to time to review, vary and significantly increase all or any of the premium stated in the Policy Schedule or any Endorsement attached to this Policy due to factors including but not limited to claims experience and policy persistency, provided any premium review shall be applied to all other policies of the same kind.

#### 3.2 Renewal

While this Policy is in effect and the Insured is alive, the Basic Plan of this Policy can be renewed for another Renewal Period at the end of each Renewable Period without the requirement of evidence of insurability. Unless You tell Us in writing before the next renewal that You do not want to renew, the Basic Plan of this Policy will be automatically renewed at the end of each Renewable Period until the Expiry Date based on the terms and conditions of this Policy, provided that premiums under this Policy are paid when due. The premium within the Renewable Period is not guaranteed but will not be increased solely based on the Age of the Insured. The premium rates upon renewal are not guaranteed and will be determined at Our sole discretion based on factors including but not limited to the Age of the Insured at the time of renewal, claims experience and policy persistency from all policies under this product.

# 3.3 Deduction of Outstanding or Unpaid Premium and Insurance Levy

If there are any outstanding or unpaid premium(s) and/or insurance levy(ies) under this Policy, We will deduct these amounts from any benefits or proceeds payable under this Policy.

Upon the payment of Death Benefit or Big 3 Diseases Benefit, if You are paying the premium(s) at a frequency other than annually (for example, monthly), We will deduct from the benefit(s) the amount of unpaid premiums (if any) for the Policy Year in which the Insured died or the Big 3 Diseases Benefit is paid (as the case may be).

#### 3.4 Reinstatement

If this Policy was terminated because of unpaid premiums, We may agree to reinstate this Policy, subject to the terms and conditions of this Policy and the applicable rules and procedures at that time, if You:

- 1. apply to Us in writing within one (1) year from the date of a default in payment of premium pursuant to which this Policy was terminated;
- 2. provide Us with satisfactory evidence that the Insured still qualifies for this Policy based on the same factors that We used when assessing the initial application; and

3. repay all unpaid premiums (with interest at an interest rate that We set) and any outstanding insurance levy(ies).

We may refuse the application for reinstatement or may adjust the terms of this Policy. This Policy will only take effect again from the Reinstatement Date.



# 4. Benefit Provisions

While the coverage of this Policy is in effect and subject to the terms, conditions, exclusions, limitations and restriction contained in this Policy (including any attached endorsements), We will, upon receipt of due proof and Our approval, pay the benefit(s) in accordance with the Benefit Provisions.

We will pay the Big 3 Diseases Benefit and Carcinoma-in-situ or Early Stage Malignancy of Specific Organs Benefit only where the First Symptoms appear, the condition occurs and the diagnosis or surgery relating to the relevant Disease occurs after the first ninety (90) calendar days from the Commencement Date. This first ninety (90) calendar days limitation does not apply if any Disease is solely and directly caused by an Accident and independently of any cause.

# 4.1 Big 3 Diseases Benefit

While this Policy is in force, if the Insured has the First Confirmed Diagnosis of a Big 3 Disease and survives for a period of at least fourteen (14) days from the date of First Confirmed Diagnosis of such Big 3 Disease, We will pay to the Policy Owner the Big 3 Diseases Benefit equivalent to one hundred percent (100%) of the Current Sum Insured.

This Big 3 Diseases Benefit will only be paid once until the Total Claims paid and / or payable reach one hundred percent (100%) of the Initial Sum Insured.

This benefit shall not be paid in conjunction with the Death Benefit.

Upon payment of the Big 3 Diseases Benefit, Our liability (if any) under this Policy shall be limited to the Life Enrichment Program, subject to Clause 4.4 below.

# 4.2 Carcinoma-in-situ or Early Stage Malignancy of Specific Organs Benefit

While this Policy is in force, if the Insured has the First Confirmed Diagnosis of a Carcinoma-in-situ or Early Stage Malignancy of Specific Organs and survives for a period of at least fourteen (14) days from the date of First Confirmed Diagnosis of such Carcinoma-in-situ or Early Stage Malignancy of Specific Organs, We will pay to the Policy Owner a benefit equivalent to thirty-five percent (35%) of the Initial Sum Insured subject to a limit of HK\$400,000 / U\$\$50,000 (in the case of Hong Kong dollar and United States dollar denominated Policies respectively) per life of each claim under all policies of the Term Critical Illness Series.

More than one (1) claim for Carcinoma-in-situ or Early Stage Malignancy of Specific Organs Benefit can be made in respect of Carcinoma-in-situ or Early Stage Malignancy of Specific Organs under the Policy. To be eligible for the second and subsequent claim, the claim must be a covered organ of a Carcinoma-in-situ or Early Stage Malignancy of Specific Organs (as defined and classified under the Appendix 3: Definition of Carcinoma-in-situ or Early Stage Malignancy of Specific Organs) that is different from the organ(s) of the previous claim for the Carcinoma-in-situ or Early Stage Malignancy of Specific Organs Benefit (for which benefit has been paid or is payable). If the relevant covered organ has both a left and a right component (such as, but not limited to, the lungs or breasts), the left side and right side of the organ shall be considered one and the same organ ("Paired Organ").

If more than one (1) condition is diagnosed as arising from the same Disease, though they may exist in different stages, conditions or forms, We will only pay one benefit for the condition for which the highest benefit amount under Clause 4.1 and Clause 4.2 is payable.

If more than one (1) condition is diagnosed in any component of a Paired Organ on the same date, though they may exist in different stages, conditions or forms, We will only pay one benefit for the condition for which the highest benefit amount under Clause 4.1 and Clause 4.2 is payable.

This benefit will be payable until the Total Claims paid and / or payable reach one hundred percent (100%) of the Initial Sum Insured. Upon the payment of claims under this Carcinoma-in-situ or Early Stage Malignancy of Specific Organs Benefit, the Current Sum Insured of this Policy will be reduced accordingly. Big 3 Diseases Benefit and future premium will be reduced accordingly. The benefit payable under each claim of Carcinoma-in-situ or Early Stage Malignancy of Specific Organs Benefit will in no event be higher than the Current Sum Insured.

This benefit shall not be paid in conjunction with the Death Benefit.

#### 4.3 Death Benefit

If the Insured dies while this Policy is in effect, and before the Expiry Date, We will pay to the Beneficiary(ies) five percent (5%) of the Initial Sum Insured under the Policy as a Death Benefit.

No benefit will be payable under this Death Benefit if the Total Claims paid and / or payable reach one hundred percent (100%) of the Initial Sum Insured at the time of the death of the Insured.

This benefit shall not be paid in conjunction with the Big 3 Diseases Benefit or Carcinoma-in-situ or Early Stage Malignancy of Specific Organs Benefit.

# 4.4 Life Enrichment Program

While this Policy is in force and the Insured is still alive, when Big 3 Diseases Benefit is payable, We will provide a Life Enrichment Program to the Insured and the fee will be waived. The Life Enrichment Program is available once per Insured.

The Life Enrichment Program is a rehabilitation program which will start within six (6) calendar months from the payment date of the Big 3 Diseases Benefit.

Details of the Life Enrichment Program will be determined at Our sole discretion at the time the services are provided, and the services may be provided by third party service providers as We may designate. We will not be responsible for any act or failure to act on the part of the service providers and their healthcare network teams (if any). We reserve the right to revise the Life Enrichment Program at any time without prior notice.

# 4.5 Non-participating

This Policy is non-participating and will not share in the divisible surplus of Our life insurance funds.

# 5. Exclusions

This following applies only to Big 3 Diseases Benefit and Carcinoma-in-situ or Early Stage Malignancy of Specific Organs Benefit.

This Policy shall not cover any loss / claim directly or indirectly caused by or resulting from any of the following:

- 1. Intentional self-inflicted injury or attempted suicide, while sane or insane and while intoxicated or not.
- 2. The participation in any criminal event.
- 3. Any condition arising out of consumption of poisoning drugs, psychiatric drug, drug abuse, alcohol abuse, abuse of solvents and other substances unless prescribed by a Medical Practitioner for treatment.
- 4. Human Immunodeficiency Virus (HIV) related illness, including Acquired Immunization Deficiency Syndrome (AIDS) and / or any mutations, derivations or variations thereof, which is derived from an HIV infection.

# 5.1 Waiting Period

We will not pay the Big 3 Diseases Benefit and Carcinoma-in-situ or Early Stage Malignancy of Specific Organs Benefit where the First Symptoms appear, the condition occurs and the diagnosis or surgery relating to the relevant Disease occurs within the first ninety (90) calendar days from the Commencement Date. This first ninety (90) calendar days limitation does not apply if any Disease is solely and directly caused by an Accident and independently of any cause.

#### 5.2 Suicide

If the Insured commits suicide within thirteen (13) calendar months from the Commencement Date (or the Reinstatement Date, whichever is later), Our legal responsibility will be limited to the total premium amount paid to Us without interest, less any outstanding insurance levy and after deducting any policy benefits that We have paid and any outstanding amounts owed to Us. This applies regardless of whether the Insured was sane or insane when committing suicide.

# 6. Claim Provisions

#### 6.1 Notice of Claim

Written notice of any claim for Death Benefit, Big 3 Diseases Benefit and Carcinoma-in-situ or Early Stage Malignancy of Specific Organs Benefit must be given to Us within thirty (30) calendar days (and in any case no later than six (6) calendar months) from the date of death of the Insured, the date of the relevant medical treatment or First Confirmed Diagnosis of such respective Big 3 Diseases or Carcinoma-in-situ or Early Stage Malignancy of Specific Organs (as applicable). Any claims for Death Benefit, Big 3 Diseases Benefit and Carcinoma-in-situ or Early Stage Malignancy of Specific Organs Benefit received after the said six (6)-month period shall not be accepted, unless We in Our sole discretion decide otherwise.

#### 6.2 Proof of Loss

Upon receipt of a notice of claim, We will provide the claimant with such forms as it requires for the filing of proof of loss.

Written proof of loss satisfactory to Us must be given to Us within ninety (90) calendar days after the time the proof is required or as soon thereafter as is reasonably possible, and in no event, except in the absence of legal capacity, later than six (6) calendar months from the time the proof is required.

All certificates, information and evidence required by Us shall be furnished at the expense of the claimant.

The Insured shall, at Our request and expense, submit to a medical examination by a designated Medical Practitioner in Hong Kong, when and so often as We may reasonably require.

#### 6.3 Proof of Occurrence

Proof of occurrence of any insured event must be supported by:

- 1. a Medical Practitioner;
- 2. confirmatory investigations including but not limited to clinical, radiological, histological and laboratory evidence; and
- 3. if the Insured event requires a surgical procedure to be performed the procedure must be the usual treatment for the condition and be Medically Necessary.

We must be satisfied with the proof of the occurrence of any insured event. We reserve the right to require the Insured to undergo an examination or other reasonable tests to confirm the occurrence of an insured event.

All certificates, information and evidence required by Us will be furnished at the expense of the claimant.

The Insured shall, at Our request and expense, submit to a medical examination by a designated Medical Practitioner in Hong Kong, when and so often as We may reasonably require.

#### 6.4 Abandoned Claims

If We decline any claim under this Policy and the Policy Owner does not initiate any legal action in respect of such claim within twelve (12) calendar months from the date of such decline, the claim for all purposes shall be deemed abandoned and shall not thereafter be recoverable.

# 7. <u>Termination Provisions</u>

This Policy will automatically end on the earliest of the following:

- 1. The death of the Insured;
- 2. The Expiry Date of this Policy;
- 3. The date of Policy surrender. Such date is determined in accordance with Our applicable rules and regulations in relation to Policy surrender;
- 4. On the premium due date, if the Policy Owner has not paid the premium within the thirty (30)-day grace period; and
- 5. The Total Claims paid and / or payable reach one hundred percent (100%) of the Initial Sum Insured.



# 8. Obligation to Provide Information

The Policy Owner acknowledges that We and/or Our affiliates are obliged to comply with legal and/or regulatory requirements in various jurisdictions as promulgated and amended from time to time, such as the United States Foreign Account Tax Compliance Act, and the automatic exchange of information regime ("AEOI") followed by the Inland Revenue Department (the "Applicable Requirements"). These obligations include providing information of clients and related parties (including personal information) to relevant local and international authorities and/or to verify the identity of the clients and related parties. In addition, Our obligations under the AEOI are to:

- 1. identify accounts as non-excluded "financial accounts" ("NEFAs");
- 2. identify the jurisdiction(s) in which NEFA-holding individuals and NEFA-holding entities reside for tax purposes;
- 3. determine the status of NEFA-holding entities as "passive non-financial entities (NFEs)" and identify the jurisdiction(s) in which their controlling persons reside for tax purposes;
- 4. collect information on NEFAs ("Required Information") which is required by various authorities, and
- furnish Required Information to the Inland Revenue Department.

Policy Owner has to provide a copy of his/her identification document to Us within thirty (30) days from the Commencement Date, otherwise this Policy will be suspended and refrained from carrying out further transactions. The Policy Owner agrees that from time to time We shall have the right to request from the Policy Owner, and disclose to relevant authority(ies), various information about the Policy Owner, the Beneficiary and this Policy as required under Applicable Requirements for the following purposes:

- 1. for Us to issue this Policy to the Policy Owner;
- 2. for Us to provide benefits available to the Policy Owner and / or the Beneficiary under the terms of this Policy; and / or
- 3. for this Policy to remain in force in accordance with its terms.

In addition, the Policy Owner agrees to notify Us in writing within thirty (30) days if there is any change to any of the information previously provided to Us that relates to Our legal obligations under this clause (whether at time of application or at any other time).

If the Policy Owner does not provide such information within the time period as reasonably requested by Us, notwithstanding any other provisions of this Policy, We shall be entitled to, to the extent permitted by Applicable Requirements:

- 1. report this Policy and/or information about the Policy Owner and/or the Beneficiary to relevant authority(ies);
- 2. terminate this Policy and refund any premium and any insurance levy paid, after deducting any benefits we have paid, and any amounts owed to us; or
- 3. take any such other action as may be reasonably required including but not limited to making adjustments to the values, balances, benefits or entitlements under this Policy.

Prior to the expiry of such time period and notwithstanding any other provisions of this Policy, We shall have the sole discretion to suspend or defer any transaction or provision of any services to the Policy Owner under this Policy, including the payment of any benefit, if any information reasonably requested by Us under Applicable Requirements remains outstanding.

# **Appendix 1: List of Diseases Covered**

# Big 3 Diseases covered in MyCover Critical Illness Plan

- Cancer
- Heart Attack
- Stroke

# Carcinoma-in-situ or Early Stage Malignancy of Specific Organs covered in MyCover Critical Illness Plan

- Carcinoma-in-situ of Specific Organs (all organs except skin, including but not limited to the organs listed below)
  - a) Breast
  - b) Cervix Uteri
  - c) Colon and Rectum
  - d) Fallopian Tube
  - e) Lung
  - f) Liver
  - g) Nasopharynx
  - h) Ovary
  - i) Pancreas
  - j) Penis
  - k) Stomach and Esophagus
  - I) Testis
  - m) Urinary Tract (for the purpose of in-situ cancers of the bladder, stage Ta of papillary carcinoma is included)
  - n) Uterus
  - o) Vagina

- Early Stage Malignancy of Specific Organs
  - a) Chronic Lymphocytic Leukaemia
  - b) Prostate
  - c) Thyroid
  - d) Non Melanoma Skin Cancer

# **Appendix 2: Definition of Big 3 Diseases**

# **Cancer**

- (a) Any malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue; or
- (b) Any occurrence of histologically confirmed leukemia, lymphoma or sarcoma.

The following tumours are excluded:

- (i) Tumours showing the malignant changes of carcinoma in situ (including cervical dysplasia CIN-1, CIN-2 and CIN-3) or which are histologically described as pre-malignant;
- (ii) All skin cancers, unless there is evidence of metastases or the tumour is a malignant melanoma of greater than 1.5mm maximum thickness as determined by histological examination using the Breslow method;
- (iii) Prostate cancers which are histologically described as TNM Classification T1(a) or T1(b), or are of another equivalent or lesser classification;
- (iv) Papillary micro-carcinoma of the thyroid;
- (v) Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification; and
- (vi) Chronic lymphocytic leukaemia less than RAI Stage I or Binet Stage A-I.

#### **Heart Attack**

The death of a portion of the heart muscle arising from inadequate blood supply to the relevant area. The diagnosis must be supported by all of the following:

- (a) a history of typical chest pain;
- (b) new electrocardiogram (ECG) changes indicating acute myocardial infarction; and
- (c) elevation of cardiac enzymes CK-MB or cardiac troponin T/I > 0.5 ng/ml.

Provided other criteria are met but cardiac enzymes are not available, echocardiographic proof of death of a portion of the heart muscle with the evidence of reduction in left ventricular ejection fraction of less than fifty percent (50%) or significant hypokinesia, akinesia, or wall motion abnormalities consistent with a heart attack having occurred will be considered.

The evidence must show a definite acute myocardial infarction. Other acute coronary syndromes including but not limited to angina are excluded.

#### Stroke

Any cerebrovascular incident including infarction of brain tissue, cerebral and subarachnoid haemorrhage, cerebral embolism and cerebral thrombosis. The diagnosis must be supported by all of the following conditions:

- (a) evidence of permanent neurological damage confirmed by a consultant neurologist at least four (4) weeks after the event; and
- (b) findings on Magnetic Resonance Imaging, Computerised Tomography, or other reliable imaging techniques consistent with the diagnosis of a new stroke.

The following are excluded:

- (a) Transient Ischaemic Attacks;
- (b) vascular disease affecting the eye or optic nerve; and
- (c) ischaemic disorders of the vestibular system.



# Appendix 3: Definition of Carcinoma-in-situ or Early Stage Malignancy of Specific Organs

# 1-Carcinoma-in-situ of Specific Organs

Carcinoma-in-situ shall mean a histologically proven, localized pre-invasion lesion where cancer cells have not yet penetrated the basement membrane or invaded (in the sense of infiltrating and / or actively destroying) the surrounding tissues or stroma in all organs except skin, including but not limited to any one of the following covered organ groups, and subject to any classification stated:

- (a) Breast, where the tumour is classified as TIS according to the TNM Staging method;
- (b) Colon and rectum;
- (c) Liver:
- (d) Lung;
- (e) Nasopharynx;
- (f) Ovary and/or fallopian tube, where the tumour is classified as TIS according to the TNM Staging method or FIGO\* Stage 0;
- (g) Pancreas;
- (h) Penis;
- (i) Stomach and esophagus;
- (i) Testis;
- (k) Urinary tract, for the purpose of in-situ cancers of the bladder, stage Ta of papillary carcinoma is included;
- (l) Uterus, where the tumour is classified as TIS according to the TNM Staging method; or cervix uteri, classified as cervical intraepithelial neoplasia grade III (CIN III) or carcinoma in situ (CIS); or
- (m) Vagina or vulva, where the tumour is classified as TIS according to the TNM Staging method or FIGO\* Stage 0.

For purposes of this Policy, Carcinoma-in-situ must be confirmed by a biopsy.

\* FIGO refers to the staging method of the Federation Internationale de Gynecologie et d'Obstetrique.

# 2-Early Stage Malignancy of Specific Organs

Early Stage Malignancy shall mean the presence of one (1) of the following malignant conditions:

- (a) Papillary micro-carcinoma of the thyroid;
- (b) Tumour of the prostate histologically classified as T1a or T1b according to the TNM classification system;
- (c) Chronic lymphocytic leukaemia classified as RAI Stage I or Binet Stage A-1; or
- (d) Non melanoma skin cancer of maximum thickness of 1.5mm or less as determined by histological examination using the Breslow method.

The Diagnosis must be based on histopathological features and confirmed by a Medical Practitioner.

Pre-malignant lesions and conditions, unless listed above, are excluded.

# **Second Medical Opinion Service**

As part of Our promise of care, you are given the access to some of the highest ranked medical institutions in the US through International SOS for a Second Medical Opinion Service once your Big 3 Disease or Crisis (if applicable) claim is approved.

#### What is Second Medical Opinion Service?

The objective of the Second Medical Opinion Service is to meet the public's increasing demands for the best possible medical treatment bearing in mind the continual development of leading edge treatments for major diseases. This is why We offer the Second Medical Opinion Service to Our valuable Insured via International SOS.

Under this distinguished service, the Insured has access to a panel of world-class specialists at leading medical institutions in the US to obtain alternative advice on the Insured's medical condition and confirmation of the diagnosis in the event that the Insured's Big 3 Disease or Crisis (if applicable) claim is approved.

#### **Panel of Second Medical Advice Specialists**

The Panel provides you access to some of the highest ranked medical institutions in the US, together with more than 15,000 leading specialists who practice there, including:

- Harvard Medical School
- Johns Hopkins Hospital, Baltimore
- Massachusetts General Hospital
- Brigham and Women's Hospital, Boston
- Dana-Faber Cancer Institute
- Cedars-Sinai Medical Center, Los Angeles

#### How to seek Second Medical Opinion Service?

When the Insured has been diagnosed with one of the Big 3 Diseases or Crises (if applicable), the Insured is required to follow the instructions below to obtain the Second Medical Opinion Service.

Call International SOS at (852) 3122 2900 and request the Second Medical Opinion Service. Within 24 hours International SOS will confirm membership and whether the medical condition is eligible for the service.

#### **Service Flow**

- 1) Receive "Information Request Form" from International SOS via fax or email. International SOS will advise the medical documents required.
- 2) International SOS will assess the case and reply to the Insured if his/her case is eligible for the service. The Insured needs to complete the Information Request Form and send to International SOS together with the relevant medical documents for the Second Medical Opinion Report\*. (via courier or registered mail)
- 3) The Panel of Second Medical Opinion will send an acknowledgement to International SOS after receipt. If additional medical information is required, the Panel of Second Medical Opinion will inform International SOS who will in turn contact the Insured.
- 4) After evaluation, the written Second Medical Opinion report and advice will be faxed/emailed to International SOS within 3-5 US working days depending on the complexity of the report.
- 5) Upon receipt of the Second Medical Opinion report, International SOS will send it to the Insured and his/her treating physician, as required.

If requested, International SOS will arrange transportation, accommodation and admission to the identified treating facility and with a medical escort, if medically necessary.

ALL RELATED COSTS to International SOS WILL BE BORNE BY THE INSURED. \*Second Medical Opinion Report is US\$850. (The cost may be reviewed from time to time) The information above is for reference only and none of the above is binding upon Us or International SOS.

The service is provided by International SOS and it is not guaranteed renewable. We shall not be responsible for any act or failure to act on the part of International SOS and the professionals. Details of the services may be revised from time to time without Our prior notice.

#### Note:

- 1) We, the medical panel, International SOS and/ or any of its affiliates, record, share, use and archive your personal data in pursuance of the services being offered to you as well as for their training and quality assurance purposes. The failure to provide the relevant personal data may result in the said service providers being unable to provide the relevant services to you.
- 2) The Second Medical Opinion Service provided to you is purely advisory and recommendatory in nature and is not a substitute for medical services. It is for you and your physician or consulting hospital to decide the appropriate medical course of action to be pursued. The International SOS, and/ or its affiliates and the panel providing the medical opinion do not have any authority or responsibility to determine the benefits/ amounts payable, its eligibility, claim processing etc.



#### **Family Care Services**

As part of the Our promise of care, Insured ("User") will be provided with assistance in making arrangement for various Family Care Services through Aspire Lifestyles ("Aspire") during the reasonable period after Big 3 Diseases Benefit or Crisis Benefit (if applicable) has been paid.

#### What is Family Care Services?

The objective of Family Care Services is to help take care of User's home, especially during the period when User needs to undergo medical treatment and naturally already have plenty of other concerns. Under this distinguished caring offer, Aspire will assist the User in making arrangement for the following services (listed in below table).

# How to seek Family Care Services?

The User can contact Aspire at (852) 3122 2900 anytime to request assistance in making arrangement on the following services (listed in below table).

#### **Scope of Services:**

#### 1. Pet Care Assistance

Aspire will assist the User in making arrangements for the following services:

- (a) Pet grooming services to collect from the User's residence or from the address given by the User to the pet grooming center, and have the pet returned to the requested place.
- (b) Delivery services to arrange for the delivery of pet food and other related pet articles to the User's residence subject to a minimum purchased amount as set forth by the service providers.
- (c) Pet sitting services to arrange for pet sitter to provide daily care to the pet by:
  - (i) giving feedings to the pet; or
  - (ii) walking the pet.
- (d) Pet transportation services to arrange for pet taxi to / from the veterinary.
- (e) Pet lodging services to arrange for pet accommodation upon the User's request.

#### 2. Laundry Pick-up/Drop-off Services

Aspire will assist in arranging on behalf of the User laundry service providers who are able to provide a 'pick-up / drop-off' service from / to the User's home.

#### 3. Home Grocery Delivery

Aspire will assist in the ordering and delivery of non-perishable groceries to the User's home.

#### 4. Massage and Aromatherapy Services

Aspire will assist in the arrangement of a qualified masseur or aromatherapist for home visits to provide a 'spa at home' service for the User's holistic well-being.

# 5. Home Cleaning Assistance

In the event the User requires assistance for carpet cleaning, sofa cleaning, window cleaning, wall tiles or floor tiles cleaning for the home, Aspire shall provide referral information on the service providers to the house as well as their charges. Aspire will arrange for a housecall, if necessary and upon the User's request.

# 6. Elderly Care Assistance

Upon the request of the User, Aspire will assist the User by providing referral information for a registered nurse to provide nursing care to the User at his / her home. Aspire can refer helper to User's home for providing home care after surgery or treatment.

# 7. Baby Sitting Care Assistance

Upon the request of the User, Aspire will assist the User by providing referral information to babysitting agency and information on their charges.

#### 8. Dining reservation and referral assistance

Aspire will assist the User by providing information of restaurants in Hong Kong. If requested by the User and whenever possible Aspire will facilitate in making the reservation on behalf of the User. Aspire can also assist the user in ordering the Chinese soup and have it deliver to the User's home.

The contents hereinabove are for reference only and none of the above is binding upon Us or Aspire.

The service is provided by Aspire and it is not guaranteed renewable. All relevant fees and charges (if any) of this service shall be borne by the User. We shall not be responsible for any act or failure to act on the part of Aspire and / or any of its affiliates. Details of the services may be revised from time to time without Our prior notice.

#### Disclaimer:

- 1) You hereby consent to Us, Aspire and / or any of its affiliates, recording, sharing, using and archiving your personal data in pursuance of the services being offered to you as well as for their training and quality assurance purposes. You agree that failure to provide the relevant personal data may result in the said service providers being unable to provide the relevant services to you.
- 2) You agree that the Family Care Services are provided to you is purely rendered on referral and / or arrangement basis only. We or Aspire shall not be responsible for any third party expenses which shall be the responsibility of the User and all third party expenses are charged on a case-by-case basis.



# MyCover Critical Illness Plan (Crisis Benefit (optional benefit) is selected)



# **MyCover Critical Illness Plan**

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# 1. Definitions

**Accident** refers to an unforeseen, unexpected, violent, and involuntary external event or contiguous series of events of an accidental and visible nature which is the sole and direct cause of a bodily injury and independently of any other causes (including but not limited to illness or any naturally occurring condition or degenerative process) while this Policy is in force.

Activities of Daily Living refers to the following activities:

- (i) Washing The ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means.
- (ii) Dressing The ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances.
- (iii) Transferring The ability to move from a bed to an upright chair or wheelchair and vice versa.
- (iv) Mobility The ability to move indoors from room to room on level surfaces.
- (v) Toileting The ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene.
- (vi) Feeding The ability to feed oneself once food has been prepared and made available.

Age refers to the age of the Insured on his or her next birthday unless otherwise specified.

Anaesthetist, Medical Practitioner, Specialist or Surgeon refers to a person other than the Policy Owner, the Insured, an insurance agent, business partner(s), employee/employer or a relative of any of them (unless approved in advance by Us in writing) who is registered and licensed under the Medical Registration Ordinance and/or registered under the Specialist Register of the Medical Council of Hong Kong or otherwise legally authorized and entitled to practice western medical and surgical services in any country in accordance with the laws of that country, and who is acceptable to Us. An Anaesthetist cannot be the attending Medical Practitioner or Surgeon operating on the Insured.

Big 3 Disease(s) refers to Disease(s) listed under "Big 3 Diseases covered in MyCover Critical Illness Plan" in Appendix 1: List of Diseases Covered. Any diagnosis of Big 3 Diseases for the purpose of claiming the Big 3 Diseases Benefit must fulfil the meaning together with the terms and conditions stated under the heading of that Disease in Appendix 2: Definition of Big 3 Diseases.

Basic Plan refers to the plan MyCover Critical Illness Plan as shown in the Policy Schedule.

**Beneficiary** refers to a person chosen by Policy Owner to receive the Death Benefit under this Policy at the death of the Insured.

Carcinoma-in-situ or Early Stage Malignancy of Specific Organs refers to a Disease listed under "Carcinoma-in-situ or Early Stage Malignancy of Specific Organs covered in MyCover Critical Illness Plan" in Appendix 1: List of Diseases Covered. Any diagnosis of a Carcinoma-in-situ or Early Stage Malignancy of Specific Organs for the purpose of claiming the Carcinoma-in-situ or Early Stage Malignancy of Specific Organs Benefit must fulfil the meaning together with the terms and conditions stated under the heading of that Carcinoma-in-situ or Early Stage Malignancy of Specific Organs in Appendix 3: Definition of Carcinoma-in-situ or Early Stage Malignancy of Specific Organs.

**Commencement Date** refers to the date the first premium is due and is the date used for calculating the Insured's Age at the start of this Policy. It also refers to the date when coverage under this Policy becomes effective.

**Crisis** refers to a Disease listed under "Crises covered in MyCover Critical Illness Plan" in Appendix 1: List of Diseases Covered. Any diagnosis of a Crisis for the purpose of claiming the Crisis Benefit must fulfil the meaning together with the terms and conditions stated under the heading of that Crisis in Appendix 4: Definition of Crisis.

**Current Sum Insured** refers to the Initial Sum Insured less any benefits paid under Carcinoma-in-situ or Early Stage Malignancy of Specific Organs Benefit pursuant to Clause 4.2 of the Benefit Provisions of this Policy. The Current Sum Insured is the amount on which calculation of the Big 3 Diseases Benefit and Crisis Benefit is based, and shall be deemed to be zero once the Total Claims paid and / or payable reach one hundred percent (100%) of the Initial Sum Insured.

**Disease(s)** refers to the Disease(s) covered under this Policy as set out in Appendix 1: List of Diseases Covered. Each Disease is further defined in Appendix 2, Appendix 3 or Appendix 4.

**Endorsement** refers to an additional document attached to this Policy that outlines any adjustments that We make to this Policy.

**Expiry Date** refers to the Policy Anniversary immediately preceding the eighty-fifth (85<sup>th</sup>) birthday of the Insured.

First Confirmed Diagnosis refers to the first time that a diagnosis of a Disease is made by a Medical Practitioner and confirmed by histopathological and / or cytopathological patterns and / or radiological tests, blood tests and / or other laboratory tests results. Date of diagnosis of a Disease suffered by the Insured will be the day when tissue specimen, culture, blood specimen or any other laboratory investigation upon which the diagnosis is determined is first taken from the Insured. For Cancer and Carcinoma-in-situ or Early Stage Malignancy of Specific Organs, a diagnosis based on history, physical and radiological findings only will not meet the standards of diagnosis required by this Policy.

**First Symptoms** refer to any condition, Disease or any of its direct causes in respect of an Insured, where the Insured and / or the Policy Owner was aware or should reasonably have been aware of signs or symptoms of the condition, Disease, or where any laboratory test or investigation showed the likely presence of the condition or Disease.

**Initial Sum Insured** refers to the amount shown on the Policy Schedule or Endorsement as the "Sum Insured" when this Policy is issued, or as amended subsequently at the Policy Owner's request (to increase or decrease) in accordance with Our then applicable rules and regulations, which forms the basis for calculation of the Carcinoma-in-situ or Early Stage Malignancy of Specific Organs Benefit and Death Benefit. For the avoidance of doubt, any payments made under this Policy will not affect the Initial Sum Insured.

Insured refers to the person insured by this Policy and is shown on the Policy Schedule or any Endorsement.

Medically Necessary refers to a medical service, procedure or supply which is necessary and is:

- 1. consistent with the diagnosis and customary medical treatment for the Insured's Disease;
- 2. recommended by a Medical Practitioner for the care or treatment of the Insured's Disease involved and must be widely accepted professionally in Hong Kong as effective, appropriate and essential based upon recognized standards of the health care specialty involved; and
- not furnished primarily for the personal comfort or convenience of the Insured or any medical service provider. Experimental, screening and preventive services or supplies are not considered Medically Necessary.

**Policy** consists of this policy document, its Policy Schedule, application form, any Endorsement and / or any supplement.

**Policy Anniversary** refers to the same date each year as the Commencement Date.

Policy Date refers to the date the Policy is issued to the Policy Owner which is specified in the Policy Schedule.

Policy Owner, You or Your refers to the person who owns this Policy as shown in the Policy Schedule or any

#### Endorsement.

**Policy Schedule** refers to the document attached to this Policy. The Policy Schedule shows important information about this Policy, including the policy number, the premium payable, the benefits of this Policy and other particulars.

**Policy Year** refers to a period of twelve (12) consecutive calendar months from the Commencement Date and every succeeding twelve (12) consecutive calendar months period after that.

Reinstatement Date refers to the date that We approve an application to reinstate this Policy.

**Renewable Period** refers to the initial renewable period as shown in the Policy Schedule or the number of year(s) from the date the Basic Plan is renewed to the Expiry Date, whichever is shorter.

**Term Critical Illness Series** means MyCover Critical Illness Plan and other selected critical illness insurance term plan(s) as specified by Us from time to time.

**Total Claims** refer to the aggregate amount of the Carcinoma-in-situ or Early Stage Malignancy of Specific Organs Benefit, Crisis Benefit and / or the Big 3 Diseases Benefit payments.

**We, Us** or **Our** refers to FWD Life Insurance Company (Bermuda) Limited (Incorporated in Bermuda with limited liability), the issuer of this Policy.

# 2. General Provisions

# 2.1 The Policy

This Policy is governed by the laws of Hong Kong Special Administrative Region of China (Hong Kong) and is proof of an insurance contract between You and Us. Once this Policy has commenced, insurance is provided regardless of the Insured's occupation, or the countries that the Insured travels to or resides in.

The Policy Owner and the Insured are required to provide truthful and accurate information during the application of this Policy. We have issued this Policy after taking into account the information provided by You and the Insured (if they are different people) during application process and payment of the premium as shown in the Policy Schedule. This information provided is considered representations and not warranties.

# 2.2 Cooling-off Period

The Policy Owner has the right to cancel this Policy by notice and obtain a full refund of any premium(s) paid by You and insurance levy paid by You without any interest, by giving a written notice to Us. Such notice must be signed by the Policy Owner and received directly by Us within twenty-one (21) calendar days immediately following either the day of delivery of this Policy or a Cooling-off Notice to You or Your nominated representative, whichever is the earlier as specified by cooling-off period principles set out by the Hong Kong insurance regulator. No refund can be made if a claim payment under this Policy has been made prior to Your request for cancellation.

# 2.3 Alterations and Company Notices

No alterations in the terms and conditions and provisions of this Policy will be valid unless made in an Endorsement and / or any supplement to this Policy and issued by Us. No agent or other persons have the authority to change or waive any provision of this Policy.

If We need to send You any notices, We will send them to Your latest correspondence address recorded in Our records, and such notice will be deemed to have been received by the Policy Owner forty-eight (48) hours after posting.

# 2.4 Policy Owner

Under this policy document, the words You, Your or Policy Owner refer to the person who owns this Policy as shown on the Policy Schedule or any Endorsement.

As the Policy Owner, You are the only person who can request changes to, and exercise the rights and privileges related to this Policy while this Policy is in effect.

If You hold this Policy on trust for a beneficiary by virtue of an express trust, We will consider any rights or options exercised by You in relation to this Policy as being made with the consent of, and for the sole benefit of, the beneficiary(ies) of that trust. We will not contact that beneficiary to confirm their consent.

You are entitled to any proceeds of this Policy that do not result from the death of the Insured. If You die, the proceeds will be payable to the appointed executors or administrators for and on behalf of Your estate, unless You are also the Insured, in which case the proceeds will be paid to the Beneficiary.

# 2.5 Beneficiary

Beneficiary refers to a person nominated by You to receive any proceeds of this Policy if the Insured dies. Your nominated Beneficiary is entitled to any benefits of this Policy if the Insured dies.

If a Beneficiary dies before the Insured, his or her share of the policy benefits will be redistributed to any surviving Beneficiaries in proportion to their nominated share (or equally if no nomination has been made).

If both the Insured and a Beneficiary die in the same incident and the official time of death is recorded as being the same time, We will determine the distribution of the proceeds of this Policy as if the elder of the two people had died first.

If You have not nominated any Beneficiaries, or if all of the Beneficiaries die before the Insured, We will pay the proceeds to You, or the appointed executors or administrators for and on behalf of Your estate (if You die).

During the Insured's lifetime, the Beneficiary has no right to and cannot request any changes to, claim benefits from, or exercise any rights and privileges in relation to this Policy.

# 2.6 Changes of Policy Owner and Beneficiary

While this Policy is in effect, the Policy Owner and the Beneficiary may be changed if You (as the current Policy Owner) submit a written request to Us. After assessing that We have all of the relevant information, We will process and register this change in Our records and such change will be effective from the date We approve the request (irrespective of whether the Policy Owner and/or the Insured is/are alive on that date).

# 2.7 Assignment

You can assign this Policy as collateral for a loan, however unless You inform Us in writing of the assignment, and We make a record of this assignment, We will not be bound by this assignment. You are responsible for the validity of the assignment and instructing Us any benefits under this Policy are paid to the assignees. Any payment We make before We record the assignment will not be affected by the assignment. Any money owed to Us under this Policy will take priority over any rights of any assignee(s).

#### 2.8 Increase in Initial Sum Insured

While this Policy is in effect and the Insured is alive, provided that no claims have been made, You can request in writing to increase the Initial Sum Insured before the first Policy Anniversary subject to Our applicable rules and procedures (including but not limited to the relevant underwriting requirements). We will review the request and may request further information before accepting or declining the request. If We approve the request, We will register this change in Our records and such change will be effective from the Commencement Date. We will send an Endorsement to Your correspondence address in Our records.

#### 2.9 Reduction in Initial Sum Insured

While this Policy is in effect and the Insured is alive, provided that no benefit has been claimed, You can request in writing to reduce the Initial Sum Insured subject to Our applicable rules and procedures. We will review the request and may request further information before accepting or declining the request. If We approve the request, We will register this change in Our records and such change will be effective from the date We approve the request. We will send an Endorsement to Your correspondence address in Our records.

#### 2.10 Surrender

While this Policy is in effect and the Insured is alive, You can request to surrender this Policy by sending Us a completed surrender form or by any other means acceptable by Us, and subject to Our applicable rules and procedures. This Policy has no cash values and no benefits will be payable upon surrender. This Policy will be terminated on the date We approve the request.

#### 2.11 Misstatement or Non-disclosure

We have used the information, including but not limited to Age, gender and other material facts, provided by You and the Insured (if they are different people) during the application process to determine whether to offer this Policy.

If the Insured's Age or gender shown in the Policy Schedule is incorrect, We will calculate any amount paid or payable or benefit accruing according to how much the premiums paid would have purchased at the time of the application on the basis of the correct Age and/or sex. However, any recalculated amount will not be more than the original benefit which is specified in the Policy Schedule or any Endorsement.

We may cancel this Policy and treat it as having never existed if (i) any information provided by You and the Insured during the application process is incorrect and if, based on the correct information, We would not have offered this Policy; or (ii) any material facts were not disclosed during the application process which may affect Our risk assessment. In this situation, We will refund any premium(s) and insurance levy(ies) paid without interest after deducting any benefits that We have paid. We will send written notification of the cancellation to Your correspondence address in Our records.

In addition to the above, Policy Owner must provide a copy of his / her identification document to Us within thirty (30) calendar days of the Commencement Date. If Policy Owner does not provide this document within this thirty (30) calendar days, We will suspend the Policy and cease any further transactions. If the identification document has still not been provided within ninety (90) calendar days of the Commencement Date, We will cancel the Policy and treat it as having never existed, and will refund any premium and insurance levy paid, without interest, after deducting any benefits that may have been paid.

#### 2.12 Incontestability

Except in instances of fraud or non-payment of premium, We waive Our rights to cancel this Policy and treat it as having never existed after it has been in effect for two (2) years (meaning the Insured has been alive) from the Commencement Date, or the Reinstatement Date (if this Policy is reinstated).

# 2.13 Payment Currency

All amounts that We or You are required to pay in relation to this Policy will be paid in the currency shown in the Policy Schedule provided that We have the absolute discretion to accept payment in another currency.

# 2.14 Contracts (Rights of Third Parties) Ordinance

Any person who is not a party to this Policy has no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any of its terms.

# 2.15 General Interpretation and Application

Where the context requires, words importing one gender shall include the other gender, and singular terms shall include the plural and vice versa. Headings are for convenience only and shall not affect the interpretation of this Policy. References to sections, clauses, provisions and schedules are to sections, clauses, provisions and schedules to this Policy. Should any conflict arise in respect of the interpretation of any provision in this Policy and any other material otherwise produced by Us, then the provisions of this Policy shall prevail.

# 3. Premiums and Reinstatement Provisions

#### 3.1 Payment of Premiums

The first premium is due on the Commencement Date. If this is not paid within thirty (30) calendar days of the Commencement Date, this Policy shall be deemed null and void. In this situation, We will not be legally obliged to pay any benefits under this Policy.

Subsequent premiums must be paid during the term of this Policy. Premiums must be paid at a frequency We agree with You.

We provide a thirty (30)-day grace period from the due date of any premium(s). If We still do not receive this premium after the thirty (30)-day grace period, We will terminate this Policy effective from the date the unpaid premium was due.

The premium is not guaranteed. We reserve the right from time to time to review, vary and significantly increase all or any of the premium stated in the Policy Schedule or any Endorsement attached to this Policy due to factors including but not limited to claims experience and policy persistency, provided any premium review shall be applied to all other policies of the same kind.

#### 3.2 Renewal

While this Policy is in effect and the Insured is alive, the Basic Plan of this Policy can be renewed for another Renewal Period at the end of each Renewable Period without the requirement of evidence of insurability. Unless You tell Us in writing before the next renewal that You do not want to renew, the Basic Plan of this Policy will be automatically renewed at the end of each Renewable Period until the Expiry Date based on the terms and conditions of this Policy, provided that premiums under this Policy are paid when due. The premium within the Renewable Period is not guaranteed but will not be increased solely based on the Age of the Insured. The premium rates upon renewal are not guaranteed and will be determined at Our sole discretion based on factors including but not limited to the Age of the Insured at the time of renewal, claims experience and policy persistency from all policies under this product.

# 3.3 Deduction of Outstanding or Unpaid Premium and Insurance Levy

If there are any outstanding or unpaid premium(s) and/or insurance levy(ies) under this Policy, We will deduct these amounts from any benefits or proceeds payable under this Policy.

Upon the payment of Death Benefit, Big 3 Diseases Benefit or Crisis Benefit, if You are paying the premium(s) at a frequency other than annually (for example, monthly), We will deduct from the benefit(s) the amount of unpaid premiums (if any) for the Policy Year in which the Insured died, the Big 3 Diseases Benefit or Crisis Benefit is paid (as the case may be).

#### 3.4 Reinstatement

If this Policy was terminated because of unpaid premiums, We may agree to reinstate this Policy, subject to the terms and conditions of this Policy and the applicable rules and procedures at that time, if You:

- 1. apply to Us in writing within one (1) year from the date of a default in payment of premium pursuant to which this Policy was terminated;
- 2. provide Us with satisfactory evidence that the Insured still qualifies for this Policy based on the same factors that We used when assessing the initial application; and

3. repay all unpaid premiums (with interest at an interest rate that We set) and any outstanding insurance levy(ies).

We may refuse the application for reinstatement or may adjust the terms of this Policy. This Policy will only take effect again from the Reinstatement Date.



## 4. Benefit Provisions

While the coverage of this Policy is in effect and subject to the terms, conditions, exclusions, limitations and restriction contained in this Policy (including any attached endorsements), We will, upon receipt of due proof and Our approval, pay the benefit(s) in accordance with the Benefit Provisions.

We will pay the Big 3 Diseases Benefit, Crisis Benefit and Carcinoma-in-situ or Early Stage Malignancy of Specific Organs Benefit only where the First Symptoms appear, the condition occurs and the diagnosis or surgery relating to the relevant Disease occurs after the first ninety (90) calendar days from the Commencement Date. This first ninety (90) calendar days limitation does not apply if any Disease is solely and directly caused by an Accident and independently of any cause.

## 4.1 Big 3 Diseases Benefit

While this Policy is in force, if the Insured has the First Confirmed Diagnosis of a Big 3 Disease and survives for a period of at least fourteen (14) days from the date of First Confirmed Diagnosis of such Big 3 Disease, We will pay to the Policy Owner the Big 3 Diseases Benefit equivalent to one hundred percent (100%) of the Current Sum Insured.

This Big 3 Diseases Benefit will only be paid once until the Total Claims paid and / or payable reach one hundred percent (100%) of the Initial Sum Insured.

This benefit shall not be paid in conjunction with the Death Benefit.

Upon payment of the Big 3 Diseases Benefit, Our liability (if any) under this Policy shall be limited to the Life Enrichment Program, subject to Clause 4.5 below.

## 4.2 Carcinoma-in-situ or Early Stage Malignancy of Specific Organs Benefit

While this Policy is in force, if the Insured has the First Confirmed Diagnosis of a Carcinoma-in-situ or Early Stage Malignancy of Specific Organs and survives for a period of at least fourteen (14) days from the date of First Confirmed Diagnosis of such Carcinoma-in-situ or Early Stage Malignancy of Specific Organs, We will pay to the Policy Owner a benefit equivalent to thirty-five percent (35%) of the Initial Sum Insured subject to a limit of HK\$400,000 / U\$\$50,000 (in the case of Hong Kong dollar and United States dollar denominated Policies respectively) per life of each claim under all policies of the Term Critical Illness Series.

More than one (1) claim for Carcinoma-in-situ or Early Stage Malignancy of Specific Organs Benefit can be made in respect of Carcinoma-in-situ or Early Stage Malignancy of Specific Organs under the Policy. To be eligible for the second and subsequent claim, the claim must be a covered organ of a Carcinoma-in-situ or Early Stage Malignancy of Specific Organs (as defined and classified under the Appendix 3: Definition of Carcinoma-in-situ or Early Stage Malignancy of Specific Organs) that is different from the organ(s) of the previous claim for the Carcinoma-in-situ or Early Stage Malignancy of Specific Organs Benefit (for which benefit has been paid or is payable). If the relevant covered organ has both a left and a right component (such as, but not limited to, the lungs or breasts), the left side and right side of the organ shall be considered one and the same organ ("Paired Organ").

If more than one (1) condition is diagnosed as arising from the same Disease, though they may exist in different stages, conditions or forms, We will only pay one benefit for the condition for which the highest benefit amount under Clause 4.1 and Clause 4.2 is payable.

If more than one (1) condition is diagnosed in any component of a Paired Organ on the same date, though they may exist in different stages, conditions or forms, We will only pay one benefit for the condition for which the highest benefit amount under Clause 4.1 and Clause 4.2 is payable.

This benefit will be payable until the Total Claims paid and / or payable reach one hundred percent (100%) of the Initial Sum Insured. Upon the payment of claims under this Carcinoma-in-situ or Early Stage Malignancy of Specific Organs Benefit, the Current Sum Insured of this Policy will be reduced accordingly. Big 3 Diseases Benefit, Crisis Benefit and future premium will be reduced accordingly. The benefit payable under each claim of Carcinoma-in-situ or Early Stage Malignancy of Specific Organs Benefit will in no event be higher than the Current Sum Insured.

This benefit shall not be paid in conjunction with the Death Benefit.

#### 4.3 Crisis Benefit

While this Policy is in force, if the Insured has the First Confirmed Diagnosis of a Crisis and survives for a period of at least fourteen (14) days from the date of First Confirmed Diagnosis of such Crisis, We will pay to the Policy Owner the Crisis Benefit equivalent to one hundred percent (100%) of the Current Sum Insured.

This Crisis Benefit will only be paid once until the Total Claims paid and / or payable reach one hundred percent (100%) of the Initial Sum Insured.

This benefit shall not be paid in conjunction with the Death Benefit.

#### 4.4 Death Benefit

If the Insured dies while this Policy is in effect, and before the Expiry Date, We will pay to the Beneficiary(ies) five percent (5%) of the Initial Sum Insured under the Policy as a Death Benefit.

No benefit will be payable under this Death Benefit if the Total Claims paid and / or payable reach one hundred percent (100%) of the Initial Sum Insured at the time of the death of the Insured.

This benefit shall not be paid in conjunction with the Big 3 Diseases Benefit, Carcinoma-in-situ or Early Stage Malignancy of Specific Organs Benefit or Crisis Benefit.

## 4.5 Life Enrichment Program

While this Policy is in force and the Insured is still alive, when Big 3 Diseases Benefit is payable, We will provide a Life Enrichment Program to the Insured and the fee will be waived. The Life Enrichment Program is available once per Insured.

The Life Enrichment Program is a rehabilitation program which will start within six (6) calendar months from the payment date of the Big 3 Diseases Benefit.

Details of the Life Enrichment Program will be determined at Our sole discretion at the time the services are provided, and the services may be provided by third party service providers as We may designate. We will not be responsible for any act or failure to act on the part of the service providers and their healthcare network teams (if any). We reserve the right to revise the Life Enrichment Program at any time without prior notice.

#### Non-participating 4.6

This Policy is non-participating and will not share in the divisible surplus of Our life insurance funds.



## 5. Exclusions

This following applies only to Big 3 Diseases Benefit, Carcinoma-in-situ or Early Stage Malignancy of Specific Organs Benefit and Crisis Benefit.

This Policy shall not cover any loss / claim directly or indirectly caused by or resulting from any of the following:

- 1. Intentional self-inflicted injury or attempted suicide, while sane or insane and while intoxicated or not.
- 2. The participation in any criminal event.
- 3. Any condition arising out of consumption of poisoning drugs, psychiatric drug, drug abuse, alcohol abuse, abuse of solvents and other substances unless prescribed by a Medical Practitioner for treatment.
- 4. Human Immunodeficiency Virus (HIV) related illness, including Acquired Immunization Deficiency Syndrome (AIDS) and / or any mutations, derivations or variations thereof, which is derived from an HIV infection (Except "HIV due to Blood Transfusion" and "Occupationally Acquired HIV" as defined under Appendix 4: Definition of Crisis).

## 5.1 Waiting Period

We will not pay the Big 3 Diseases Benefit, Crisis Benefit and Carcinoma-in-situ or Early Stage Malignancy of Specific Organs Benefit where the First Symptoms appear, the condition occurs and the diagnosis or surgery relating to the relevant Disease occurs within the first ninety (90) calendar days from the Commencement Date. This first ninety (90) calendar days limitation does not apply if any Disease is solely and directly caused by an Accident and independently of any cause.

#### 5.2 Suicide

If the Insured commits suicide within thirteen (13) calendar months from the Commencement Date (or the Reinstatement Date, whichever is later), Our legal responsibility will be limited to the total premium amount paid to Us without interest, less any outstanding insurance levy and after deducting any policy benefits that We have paid and any outstanding amounts owed to Us. This applies regardless of whether the Insured was sane or insane when committing suicide.

## 6. Claim Provisions

#### 6.1 Notice of Claim

Written notice of any claim for Death Benefit, Big 3 Diseases Benefit, Crisis Benefit and Carcinoma-in-situ or Early Stage Malignancy of Specific Organs Benefit must be given to Us within thirty (30) calendar days (and in any case no later than six (6) calendar months) from the date of death of the Insured, the date of the relevant medical treatment or First Confirmed Diagnosis of such respective Big 3 Diseases, Crisis or Carcinoma-in-situ or Early Stage Malignancy of Specific Organs (as applicable). Any claims for Death Benefit, Big 3 Diseases Benefit, Crisis Benefit and Carcinoma-in-situ or Early Stage Malignancy of Specific Organs Benefit received after the said six (6)-month period shall not be accepted, unless We in Our sole discretion decide otherwise.

#### 6.2 Proof of Loss

Upon receipt of a notice of claim, We will provide the claimant with such forms as it requires for the filing of proof of loss.

Written proof of loss satisfactory to Us must be given to Us within ninety (90) calendar days after the time the proof is required or as soon thereafter as is reasonably possible, and in no event, except in the absence of legal capacity, later than six (6) calendar months from the time the proof is required.

All certificates, information and evidence required by Us shall be furnished at the expense of the claimant.

The Insured shall, at Our request and expense, submit to a medical examination by a designated Medical Practitioner in Hong Kong, when and so often as We may reasonably require.

#### 6.3 Proof of Occurrence

Proof of occurrence of any insured event must be supported by:

- 1. a Medical Practitioner;
- 2. confirmatory investigations including but not limited to clinical, radiological, histological and laboratory evidence; and
- 3. if the Insured event requires a surgical procedure to be performed the procedure must be the usual treatment for the condition and be Medically Necessary.

We must be satisfied with the proof of the occurrence of any insured event. We reserve the right to require the Insured to undergo an examination or other reasonable tests to confirm the occurrence of an insured event.

All certificates, information and evidence required by Us will be furnished at the expense of the claimant.

The Insured shall, at Our request and expense, submit to a medical examination by a designated Medical Practitioner in Hong Kong, when and so often as We may reasonably require.

#### 6.4 Abandoned Claims

If We decline any claim under this Policy and the Policy Owner does not initiate any legal action in respect of such claim within twelve (12) calendar months from the date of such decline, the claim for all purposes shall be deemed abandoned and shall not thereafter be recoverable.



## 7. <u>Termination Provisions</u>

This Policy will automatically end on the earliest of the following:

- 1. The death of the Insured;
- 2. The Expiry Date of this Policy;
- 3. The date of Policy surrender. Such date is determined in accordance with Our applicable rules and regulations in relation to Policy surrender;
- 4. On the premium due date, if the Policy Owner has not paid the premium within the thirty (30)-day grace period; and
- 5. The Total Claims paid and / or payable reach one hundred percent (100%) of the Initial Sum Insured.



## 8. Obligation to Provide Information

The Policy Owner acknowledges that We and/or Our affiliates are obliged to comply with legal and/or regulatory requirements in various jurisdictions as promulgated and amended from time to time, such as the United States Foreign Account Tax Compliance Act, and the automatic exchange of information regime ("AEOI") followed by the Inland Revenue Department (the "Applicable Requirements"). These obligations include providing information of clients and related parties (including personal information) to relevant local and international authorities and/or to verify the identity of the clients and related parties. In addition, Our obligations under the AEOI are to:

- 1. identify accounts as non-excluded "financial accounts" ("NEFAs");
- 2. identify the jurisdiction(s) in which NEFA-holding individuals and NEFA-holding entities reside for tax purposes;
- 3. determine the status of NEFA-holding entities as "passive non-financial entities (NFEs)" and identify the jurisdiction(s) in which their controlling persons reside for tax purposes;
- 4. collect information on NEFAs ("Required Information") which is required by various authorities; and
- 5. furnish Required Information to the Inland Revenue Department.

Policy Owner has to provide a copy of his/her identification document to Us within thirty (30) days from the Commencement Date, otherwise this Policy will be suspended and refrained from carrying out further transactions. The Policy Owner agrees that from time to time We shall have the right to request from the Policy Owner, and disclose to relevant authority(ies), various information about the Policy Owner, the Beneficiary and this Policy as required under Applicable Requirements for the following purposes:

- 1. for Us to issue this Policy to the Policy Owner;
- 2. for Us to provide benefits available to the Policy Owner and / or the Beneficiary under the terms of this Policy; and / or
- 3. for this Policy to remain in force in accordance with its terms.

In addition, the Policy Owner agrees to notify Us in writing within thirty (30) days if there is any change to any of the information previously provided to Us that relates to Our legal obligations under this clause (whether at time of application or at any other time).

If the Policy Owner does not provide such information within the time period as reasonably requested by Us, notwithstanding any other provisions of this Policy, We shall be entitled to, to the extent permitted by Applicable Requirements:

- 1. report this Policy and/or information about the Policy Owner and/or the Beneficiary to relevant authority(ies);
- 2. terminate this Policy and refund any premium and any insurance levy paid, after deducting any benefits we have paid, and any amounts owed to us; or
- 3. take any such other action as may be reasonably required including but not limited to making adjustments to the values, balances, benefits or entitlements under this Policy.

Prior to the expiry of such time period and notwithstanding any other provisions of this Policy, We shall have the sole discretion to suspend or defer any transaction or provision of any services to the Policy Owner under this Policy, including the payment of any benefit, if any information reasonably requested by Us under Applicable Requirements remains outstanding.

## **Appendix 1: List of Diseases Covered**

## Big 3 Diseases covered in MyCover Critical Illness Plan

- Cancer
- Heart Attack
- Stroke

# Carcinoma-in-situ or Early Stage Malignancy of Specific Organs covered in MyCover Critical Illness Plan

- Carcinoma-in-situ of Specific Organs (all organs except skin, including but not limited to the organs listed below)
  - a) Breast
  - b) Cervix Uteri
  - c) Colon and Rectum
  - d) Fallopian Tube
  - e) Lung
  - f) Liver
  - g) Nasopharynx
  - h) Ovary
  - i) Pancreas
  - i) Penis
  - k) Stomach and Esophagus
  - I) Testic
  - m) Urinary Tract (for the purpose of in-situ cancers of the bladder, stage Ta of papillary carcinoma is included)
  - n) Uterus
  - o) Vagina

- Early Stage Malignancy of Specific Organs
  - a) Chronic Lymphocytic Leukaemia
  - b) Prostate
  - c) Thyroid
  - d) Non Melanoma Skin Cancer

## Crises covered in MyCover Critical Illness Plan

## Diseases related to Organ Failure

- Aplastic Anaemia
- Chronic Liver Disease
- Chronic Lung Disease
- End Stage Lung Disease (including Chronic Obstructive Lung Disease, Severe Bronchiectasis and Severe Emphysema)
- Fulminant Hepatitis
- HIV Due to Blood Transfusion

- Major Organ Transplantation (lung, pancreas, liver, bone marrow)
- Medullary Cystic Disease
- Occupationally Acquired HIV
- Severe Pulmonary Fibrosis
- Severe Systemic Lupus Erythematosus
- (S.L.E.) with Lupus Nephritis
- Surgical Removal of One Lung

## **Diseases related to Circulatory System**

- Cardiomyopathy
- Coronary Artery Disease Surgery
- Eisenmenger's Syndrome
- Heart Valve Surgery
- Infective Endocarditis

- Kidney Failure
- Major Organ Transplantation (kidney, heart)
- Other Serious Coronary Artery Disease
- Primary Pulmonary Arterial Hypertension
- Surgery to Aorta

## **Diseases related to Nervous System**

- Alzheimer's Disease
- Apallic Syndrome
- Bacterial Meningitis
- Benign Brain Tumour
- Blindness
- Creutzfeld-Jacob Disease
- Encephalitis
- Loss of Hearing
- Major Head Trauma
- Motor Neurone Disease

- Multiple Sclerosis
- Muscular Dystrophy
- Paralysis
- Parkinson's Disease
- Poliomyelitis
- Progressive Bulbar Palsy
- Progressive Muscular Atrophy
- Progressive Supranuclear Palsy
- Severe Myasthenia Gravis

## **Other Diseases**

- Amputation of Feet due to Complication from Diabetes Mellitus
- Chronic Adrenal Insufficiency
- Chronic Relapsing Pancreatitis
- Coma
- Crohn's Disease
- Ebola
- Elephantiasis
- Loss of Independent Existence

- Loss of Limbs
- Loss of Speech
- Major Burns
- Necrotizing Fasciitis
- Pheochromocytoma
- Severe Osteoporosis
- Severe Rheumatoid Arthritis
- Systemic Sclerosis
- Terminal Illness
- Ulcerative Colitis

## **Appendix 2: Definition of Big 3 Diseases**

#### Cancer

- (a) Any malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue; or
- (b) Any occurrence of histologically confirmed leukemia, lymphoma or sarcoma.

The following tumours are excluded:

- (i) Tumours showing the malignant changes of carcinoma in situ (including cervical dysplasia CIN-1, CIN-2 and CIN-3) or which are histologically described as pre-malignant;
- (ii) All skin cancers, unless there is evidence of metastases or the tumour is a malignant melanoma of greater than 1.5mm maximum thickness as determined by histological examination using the Breslow method;
- (iii) Prostate cancers which are histologically described as TNM Classification T1(a) or T1(b), or are of another equivalent or lesser classification;
- (iv) Papillary micro-carcinoma of the thyroid;
- (v) Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification; and
- (vi) Chronic lymphocytic leukaemia less than RAI Stage I or Binet Stage A-I.

## **Heart Attack**

The death of a portion of the heart muscle arising from inadequate blood supply to the relevant area. The diagnosis must be supported by all of the following:

- (a) a history of typical chest pain;
- (b) new electrocardiogram (ECG) changes indicating acute myocardial infarction; and
- (c) elevation of cardiac enzymes CK-MB or cardiac troponin T/I > 0.5 ng/ml.

Provided other criteria are met but cardiac enzymes are not available, echocardiographic proof of death of a portion of the heart muscle with the evidence of reduction in left ventricular ejection fraction of less than fifty percent (50%) or significant hypokinesia, akinesia, or wall motion abnormalities consistent with a heart attack having occurred will be considered.

The evidence must show a definite acute myocardial infarction. Other acute coronary syndromes including but not limited to angina are excluded.

#### Stroke

Any cerebrovascular incident including infarction of brain tissue, cerebral and subarachnoid haemorrhage, cerebral embolism and cerebral thrombosis. The diagnosis must be supported by all of the following conditions:

- (a) evidence of permanent neurological damage confirmed by a consultant neurologist at least four (4) weeks after the event; and
- (b) findings on Magnetic Resonance Imaging, Computerised Tomography, or other reliable imaging techniques consistent with the diagnosis of a new stroke.

The following are excluded:

- (a) Transient Ischaemic Attacks;
- (b) vascular disease affecting the eye or optic nerve; and
- (c) ischaemic disorders of the vestibular system.



## Appendix 3: Definition of Carcinoma-in-situ or Early Stage Malignancy of Specific Organs

## 1-Carcinoma-in-situ of Specific Organs

Carcinoma-in-situ shall mean a histologically proven, localized pre-invasion lesion where cancer cells have not yet penetrated the basement membrane or invaded (in the sense of infiltrating and / or actively destroying) the surrounding tissues or stroma in all organs except skin, including but not limited to any one of the following covered organ groups, and subject to any classification stated:

- (a) Breast, where the tumour is classified as TIS according to the TNM Staging method;
- (b) Colon and rectum;
- (c) Liver:
- (d) Lung;
- (e) Nasopharynx;
- (f) Ovary and/or fallopian tube, where the tumour is classified as TIS according to the TNM Staging method or FIGO\* Stage 0;
- (g) Pancreas;
- (h) Penis;
- (i) Stomach and esophagus;
- (i) Testis;
- (k) Urinary tract, for the purpose of in-situ cancers of the bladder, stage Ta of papillary carcinoma is included;
- (l) Uterus, where the tumour is classified as TIS according to the TNM Staging method; or cervix uteri, classified as cervical intraepithelial neoplasia grade III (CIN III) or carcinoma in situ (CIS); or
- (m) Vagina or vulva, where the tumour is classified as TIS according to the TNM Staging method or FIGO\* Stage 0.

For purposes of this Policy, Carcinoma-in-situ must be confirmed by a biopsy.

\* FIGO refers to the staging method of the Federation Internationale de Gynecologie et d'Obstetrique.

## 2-Early Stage Malignancy of Specific Organs

Early Stage Malignancy shall mean the presence of one (1) of the following malignant conditions:

- (a) Papillary micro-carcinoma of the thyroid;
- (b) Tumour of the prostate histologically classified as T1a or T1b according to the TNM classification system;
- (c) Chronic lymphocytic leukaemia classified as RAI Stage I or Binet Stage A-1; or
- (d) Non melanoma skin cancer of maximum thickness of 1.5mm or less as determined by histological examination using the Breslow method.

The Diagnosis must be based on histopathological features and confirmed by a Medical Practitioner.

Pre-malignant lesions and conditions, unless listed above, are excluded.

## **Appendix 4: Definition of Crisis**

## Diseases related to Organ Failure

## 1-Aplastic Anaemia

Chronic persistent bone marrow failure which results in anaemia, neutropenia and thrombocytopenia requiring treatment with at least one (1) of the following:

- (a) blood product transfusion;
- (b) marrow stimulating agents;
- (c) immunosuppressive agents; or
- (d) bone marrow transplantation.

## 2-Chronic Liver Disease

End stage liver failure with increasing jaundice that in general medical opinion will not improve in future and resulting in either ascites or encephalopathy.

Liver disease secondary to alcohol or drug abuse is excluded.

#### **3-Chronic Lung Disease**

The Diagnosis of interstitial fibrosis requiring at least intermittent oxygen therapy and showing consistent reduction in FEV1 of one (1) litre or less under appropriate medication. Diagnosis, severity and test results must be confirmed by a Medical Practitioner.

## 4-End Stage Lung Disease (including Chronic Obstructive Lung Disease, Severe Bronchiectasis and Severe Emphysema)

The final or end stage of lung disease, causing chronic respiratory failure, as demonstrated by all of the following:

- (a) FEV1 test results consistently less than one (1) litre;
- (b) Requiring permanent supplementary oxygen therapy for hypoxemia;
- (c) Arterial blood gas analyses with partial oxygen pressures of 55mmHg or less (PaO2 ≤ 55mmHg); and
- (d) Dyspnea at rest.

The diagnoses must be confirmed by a pulmonologist.

## 5-Fulminant Hepatitis

A sub-massive to massive necrosis of the liver by a Hepatitis virus, leading precipitously to liver failure. The diagnosis in respect of this disease must be based on the meeting of all of the following criteria:

(a) A rapidly decreasing liver size;

- (b) Necrosis involving entire lobules, leaving only a collapsed reticular framework; and
- (c) Rapid deterioration of liver function tests.

Evidence of the following must be produced:

- (a) Liver function test to show massive parenchymal liver disease; and
- (b) Objective signs of portasystemic encephalopathy.

## 6-HIV Due to Blood Transfusion

The Insured being infected by HIV provided that:

- (a) The infection is due to a blood transfusion received after commencement of the policy; and
- (b) The institution which provided the transfusion admits liability or there is a final court verdict that cannot be appealed indicating such liability; and
- (c) The infected Insured is not a haemophiliac.

This benefit will not apply in the event that any medical cure is found for AIDS or the effects of the HIV virus or a medical treatment is developed that results in the prevention of the occurrence of AIDS.

Infection in any other manner, including infection as a result of sexual activity or intravenous drug use is excluded. The insurer must have open access to all blood samples and be able to obtain independent testing of such blood samples.

## 7-Major Organ Transplantation (lung, pancreas, liver, bone marrow)

The actual undergoing of a transplant of the lung, pancreas, liver or bone marrow as a recipient. Inclusion on an official organ transplant waiting list, for any of the above organs, also qualifies for benefits. The transplant must be Medically Necessary and based on objective confirmation of organ failure.

## 8-Medullary Cystic Disease

A hereditary kidney disorder characterised by gradual and progressive loss of kidney function because of cysts in the kidney medulla.

Diagnosis must be supported by imaging evidence of multiple medullary cysts with cortical atrophy.

## 9-Occupationally Acquired HIV

Infection with the Human Immunodeficiency Virus (HIV) where the virus is acquired as the result of:

- (a) An injury occurring during the course of the Insured's normal occupation; or
- (b) Occupational handling of blood or other body fluids.

The following conditions must be fulfilled for a valid claim:

- (a) The infection must have incurred while the Insured worked in his/her profession;
- (b) The Insured must provide the negative result of a test for HIV-virus or antibodies to HIV virus that was made within five (5) days after the reported incident; and

(c) HIV virus or HIV antibodies must be proven within twelve (12) months after the incident.

## 10-Severe Pulmonary Fibrosis

Severe and diffuse type of pulmonary fibrosis requiring extensive and permanent oxygen therapy at least eight (8) hours per day.

The diagnosis must be confirmed with lung biopsy and by a Specialist in respiratory medicine.

## 11-Severe Systemic Lupus Erythematosus (S.L.E.) with Lupus Nephritis

Systemic Lupus Erythematosus (S.L.E.) with Lupus Nephritis means an autoimmune illness in which tissues and cells are damaged by deposition of pathogenic autoantibodies and immune complexes.

The diagnosis of S.L.E. with Lupus Nephritis will be based on the following conditions:

- (1) Clinically there must be at least four (4) out of the following presentations suggested by The American College of Rheumatology:
  - 1.1 Malar rash;
  - 1.2 Discoid rash;
  - 1.3 Photosensitivity;
  - 1.4 Oral ulcers;
  - 1.5 Arthritis;
  - 1.6 Serositis;
  - 1.7 Renal disorder;
  - 1.8 Leukopenia ( $<4,000/\mu$ L), or Lymphopenia ( $<1,500/\mu$ L), or Haemolytic anaemia, or Thrombocytopenia ( $<100,000/\mu$ L); or
  - 1.9 Neurological disorder;

AND

- (2) two (2) or more of the following tests being positive:
  - 2.1 Anti-nuclear Antibodies;
  - 2.2 L.E. cells;
  - 2.3 Anti-DNA; or
  - 2.4 Anti-Sm (Smith IgG Autoantibodies);

AND

(3) There is lupus nephritis causing impaired renal function with a creatinine clearance rate of thirty (30) ml per minute or less.

We reserve the right to change this definition from time to time to reflect the changes in qualitative or quantitative medical categorization of this disease so as to give effect to the original intent of this definition.

## 12-Surgical Removal of One Lung

Complete surgical removal of the entire right or entire left lung necessitated by an illness or accident of the Insured. The surgery must be certified to be Medically Necessary by a Medical Practitioner who is a pulmonologist or thoracic surgeon.

#### Diseases related to Circulatory System

#### 1-Cardiomyopathy

Impaired ventricular function of variable aetiology, resulting in permanent and irreversible physical impairments to the degree of at least Functional Class 4 of the New York Heart Association Functional Classification of Cardiac Impairment. The diagnosis must be confirmed by a consultant cardiologist and supported by the appropriate test results including echocardiography.

Cardiomyopathy caused by alcohol or drug abuse is specifically excluded.

Class 4 of the New York Heart Association Classification of cardiac impairment means that the patient is symptomatic during ordinary daily activities despite the use of medication and dietary adjustment, and there is evidence of abnormal ventricular function on physical examination & laboratory studies.

## 2-Coronary Artery Disease Surgery

The actual undergoing of open-chest surgery to correct or treat coronary artery disease (CAD) by way of coronary artery by-pass grafting.

Angioplasty and all other intra-arterial, catheter-based techniques, keyhole or laser procedures, are excluded.

## 3-Eisenmenger's Syndrome

Eisenmenger's Syndrome shall mean the occurrence of a reversed or bidirectional shunt as a result of pulmonary hypertension, caused by a heart disorder.

All of the following criteria must be met:

- (a) Presence of permanent physical impairment classified as NYHA IV; and
- (b) The diagnosis of Eisenmenger's Syndrome and the level of physical impairment must be confirmed by a Medical Practitioner who is a cardiologist.

#### 4-Heart Valve Surgery

Open heart valve surgery requiring median sternotomy, performed to replace or repair one (1) or more heart valves, as a consequence of defects that cannot be repaired by intra arterial catheter procedures alone. The surgery must be performed after a recommendation by a consultant cardiologist.

#### 5-Infective Endocarditis

Infective Endocarditis shall mean inflammation of the inner lining of the heart caused by infectious organisms.

All of the following criteria must be met:

- (a) Positive result of the blood culture proving presence of the infectious organism;
- (b) Presence of at least moderate valve incompetence (means regurgitant fraction of twenty percent (20%) or above) or moderate valve stenosis (means valve area of thirty percent (30%) or less of normal value) attributable to Infective Endocarditis; and
- (c) The diagnosis of Infective Endocarditis and the severity of valvular impairment must be confirmed by a Medical Practitioner who is a cardiologist.

## 6-Kidney Failure

End stage renal failure presenting chronic irreversible failure of both kidneys to function, as a result of which regular renal dialysis is initiated, or renal transplant is carried out.

#### 7-Major Organ Transplantation (kidney, heart)

The actual undergoing of a transplant of the heart or kidney as a recipient. Inclusion on an official organ transplant waiting list, for any of the above organs, also qualifies for benefits. The transplant must be Medically Necessary and based on objective confirmation of organ failure.

## 8-Other Serious Coronary Artery Disease

Severe coronary artery disease in which at least three (3) major coronary arteries are individually occluded by a minimum of sixty percent (60%) or more, as proven by coronary angiogram only (non-invasive diagnostic procedures excluded).

For purposes of this definition, "major coronary artery" refers to any of the left main stem artery, left anterior descending artery, circumflex artery and right coronary artery (but not including their branches).

## 9-Primary Pulmonary Arterial Hypertension

Primary Pulmonary Hypertension is the pathological increase of pulmonary pressure due to structural, functional or circulatory disturbances of the lung leading to right ventricular enlargement. The disease must result in permanent irreversible physical impairment to the degree of at least Class 4 of the New York Heart Association Classification of cardiac impairment.

Class 4 of the New York Heart Association Classification of cardiac impairment means that the patient is symptomatic during ordinary daily activities despite the use of medication and dietary adjustment, and there is evidence of abnormal ventricular function on physical examination & laboratory studies.

#### 10-Surgery to Aorta

Means the actual undergoing of surgery via thoracotomy or laparotomy to repair or correct an aortic aneurysm, an obstruction of the aorta, a coarctation of the aorta or a traumatic rupture of the aorta. For the purpose of this definition aorta shall mean the thoracic and abdominal aorta but not its branches.

Surgery performed using only minimally invasive or intra arterial techniques are excluded.

#### Diseases related to Nervous System

#### 1-Alzheimer's Disease

Progressive deterioration or loss of intellectual capacity or abnormal behavior as evidenced by the clinical state and accepted standardized questionnaires or tests arising from Alzheimer's Disease or irreversible organic degenerative brain disorders, excluding neurosis, psychiatric illness and any drug or alcohol related organic disorder, resulting in significant reduction in mental and social functioning requiring the continuous care and supervision of the Insured. The diagnosis must be clinically confirmed by an appropriate consultant.

## 2-Apallic Syndrome

Universal necrosis of the brain cortex, with the brainstem remaining intact. Diagnosis must be confirmed by a neurologist and condition must be documented for at least one (1) month.

## **3-Bacterial Meningitis**

Bacterial meningitis causing inflammation of the membranes of the brain or spinal cord resulting in permanent neurological deficit. Confirmation of bacterial infection in cerebrospinal fluid by lumbar puncture is required. Permanent functional neurological impairment lasting for a minimum period of thirty (30) days has to be confirmed by a consultant neurologist.

## 4-Benign Brain Tumour

A non-cancerous tumour in the brain or meninges within the cranium, giving rise to characteristic signs of increased intra-cranial pressure such as papilloedema, mental symptoms, seizures and sensory impairment. The presence of the underlying tumour must be confirmed by imaging studies such as CT scan or MRI.

The following are excluded:

- (a) cysts;
- (b) granulomas;
- (c) malformations in, or of, the arteries or veins of the brain;
- (d) haematomas;
- (e) tumours in the pituitary gland or spine; and
- (f) tumours of the acoustic nerve.

## 5-Blindness

Total and irreversible loss of sight in both eyes as a result of illness or injury. The blindness must be confirmed by a Medical Practitioner who is an ophthalmologist.

## 6-Creutzfeld-Jacob Disease (CJD)

The occurrence of Creutzfeld-Jacob Disease or Variant Creutzfeld-Jacob Disease which is characterised by rapidly progressive dementia and directly in the Insured's permanent inability to perform at least two (2) of the ADLs.

The diagnosis must be made by Specialist with appropriate testing such as electroencephalogram (EEG) with result of a specific type of abnormality in CJD and magnetic resonance imaging (MRI) showing specificity of brain degeneration.

Other common causes of dementia should be ruled out by a spinal tap. Disease caused by human growth hormone treatment is excluded.

## 7-Encephalitis

Severe inflammation of brain substance which results in significant and permanent neurological deficit lasting at least thirty (30) days as certified by a Medical Practitioner specialising in neurology.

## 8-Loss of Hearing

Means irrecoverable loss of hearing in both ears, with an auditory threshold of more than eighty (80) decibels in all frequencies, as a result of sickness or injury.

Only Insured aged three (3) (age next birthday) or above on first diagnosis is eligible to receive a benefit under this disease.

## 9-Major Head Trauma

Accidental head injury causing significant and permanent functional impairment which has lasted for a minimum period of three (3) months from the date of the trauma or injury. The resultant significant permanent functional impairment must be confirmed by a neurologist.

## 10-Motor Neurone Disease

Motor neurone disease supported by definitive evidence of appropriate and relevant neurological signs that has persisted for at least ninety (90) days. The diagnosis must be made by a Medical Practitioner as progressive and supported by appropriate investigations.

## **11-Multiple Sclerosis**

A disease due to demyelination of neurological brain tissue. A consultant neurologist must make a diagnosis of Clinically Definite Multiple Sclerosis. The diagnosis must be supported by all of the following:

- (a) Investigations which unequivocally confirm the diagnosis to be Multiple Sclerosis;
- (b) Multiple neurological deficits which occurred over a continuous period of at least six (6) months; and
- (c) Well documented history of exacerbations and remissions of said symptoms or neurological deficits.

## **12-Muscular Dystrophy**

The diagnosis of muscular dystrophy confirmed by a consulting neurologist, and based on a combination of all of the following:

- (a) Clinical presentation including absence of sensory disturbance, normal cerebrospinal fluid and mild tendon reflex reduction;
- (b) Characteristic electromyogram; and
- (c) Clinical suspicion confirmed by muscle biopsy.

#### 13-Paralysis

The total loss of function of two or more limbs due to injury or disease of the spinal cord or brain, where such functional loss is considered to be permanent by a neurologist.

## 14-Parkinson's Disease

Unequivocal diagnosis of Parkinson's Disease by a consulting neurologist where the condition:

- (a) cannot be controlled with medication;
- (b) shows signs of progressive impairment; and
- (c) must result in the permanent inability to perform, without assistance, at least three (3) of the six (6) Activities of Daily Living.

Only idiopathic Parkinson's Disease is covered. Drug-induced or toxic causes of Parkinsonism are excluded.

## 15-Poliomyelitis

Infection with the polio virus leading to paralytic disease as evidenced by impaired motor function or respiratory weakness that has persisted for at least ninety (90) days.

Poliomyelitis not involving paralysis is excluded. Other causes of paralysis are specifically excluded.

## 16-Progressive Bulbar Palsy

Neurological disorder with paralysis in the head region, difficulties in chewing and swallowing, problems in speaking, persistent signs of involvement of the spinal nerves and the motor centres in the brain and spastic weakness and atrophy of the muscles of the extremities. The disease must be unequivocally diagnosed by a consultant neurologist. These conditions have to be medically documented for at least three (3) months.

#### 17-Progressive Muscular Atrophy

Confirmation of definitive diagnosis of Fried-Emery, Kugelberg-Welander, Aran-Duchenne or Vulpian-Bernhardt Muscular Atrophy by a consultant neurologist. The diagnosis must be supported by muscle biopsy and CPK estimates. These conditions have to be medically documented for at least three (3) months.

## 18-Progressive Supranuclear Palsy

Progressive Supranuclear Palsy shall mean a degenerative neurological disease characterised by supranuclear gaze paresis, pseudobulbar palsy, axial rigidity and dementia.

The diagnosis of Progressive Supranuclear Palsy must be confirmed by a Medical Practitioner who is a neurologist.

#### 19-Severe Myasthenia Gravis

Severe Myasthenia Gravis shall mean an acquired autoimmune disorder of neuromuscular transmission leading to fluctuating muscle weakness and fatiguability.

All of the following criteria must be met:

- (a) Presence of muscle weakness categorized as Class III, IV or V according to the Myasthenia Gravis Foundation of America Clinical Classification below; and
- (b) The diagnosis of Myasthenia Gravis and categorization must be confirmed by a Medical Practitioner who is a neurologist.

Myasthenia Gravis Foundation of America Clinical Classification:

Class I: Any eye muscle weakness, possible ptosis, no other evidence of muscle weakness elsewhere

Class II: Eye muscle weakness of any severity, mild weakness of other muscles

Class III: Eve muscle weakness of any severity, moderate weakness of other muscles

Class IV: Eye muscle weakness of any severity, severe weakness of other muscles

Class V: Intubation needed to maintain airway

## **Other Diseases**

## 1-Amputation of Feet due to Complication from Diabetes Mellitus

Diabetic neuropathy and vasculitis resulting in the amputation of both feet at or above ankle as advised by a Specialist in diabetology as the only means to maintain life. Amputation of toe or toes, or any other causes for amputation shall not be covered.

## 2-Chronic Adrenal Insufficiency

Chronic Adrenal Insufficiency shall mean a chronic disorder of the adrenal glands resulting in insufficient secretion of steroid hormones.

All of the following criteria must be met:

- (a) Continuous hormone replacement therapy has been instituted and the therapy is expected to last for the whole life of the Insured; and
- (b) The diagnosis of Chronic Adrenal Insufficiency must be confirmed by a Medical Practitioner who is an endocrinologist.

## 3-Chronic Relapsing Pancreatitis

More than three (3) attacks of pancreatitis resulting in pancreatic dysfunction causing malabsorption needing enzyme replacement therapy.

The diagnosis must be made by a gastroenterologist and confirmed by Endoscopic Retrograde Cholangio Pancreatography (ERCP).

Chronic Relapsing Pancreatitis caused by alcohol use is excluded.

## 4-Coma

A state of unconsciousness with no reaction to external stimuli or internal needs which:

- (a) Requires the use of life support systems for a continuous period of at least ninety-six (96) hours; and
- (b) Results in permanent neurological deficit with persisting clinical symptoms.

For the above definition, the following is not covered:

(a) Coma secondary to alcohol or drug abuse.

## 5-Crohn's Disease

Crohn's Disease is a chronic granulomatous inflammatory disease of the intestine. The diagnosis must be confirmed by characteristic histopathological features.

The disease must have resulted in at least one (1) of the following intestinal complications:

- (a) Fistula Formation (Excluding Fistula-in-ano);
- (b) Obstruction; or
- (c) Perforation (not caused by an intervention).

## 6-Ebola

Infection with the Ebola virus where the following conditions are met:

- (a) presence of the Ebola virus has been confirmed by laboratory testing;
- (b) there are ongoing complications of the infection persisting beyond thirty (30) days from the onset of symptoms; and
- (c) the infection does not result in death.

#### 7-Elephantiasis

The result and complication of filariasis, characterised by massive swelling in the tissues of the body as a result of obstructed circulation in lymphatic vessels. Unequivocal diagnosis of elephantiasis must be clinically confirmed by an appropriate Specialist, including laboratory confirmation of microfilariae, and must be supported by Our medical adviser.

The benefit does not cover Lymphoedema caused by infection with a sexually transmitted disease, trauma, postoperative scarring, congestive heart failure, or congenital lymphatic system abnormalities.

## 8-Loss of Independent Existence

Inability to perform at least three (3) of the Activities of Daily Living as defined in the Policy (either with or without the use of mechanical equipment, special devices or other aids or adaptations in use for disabled persons) for a continuous period of at least six (6) months and leading to a permanent inability to perform the same. For the purpose of this definition, the word "permanent" shall mean beyond the hope of recovery with current medical knowledge and technology. The Diagnosis of Loss of Independent Existence must be confirmed by a Medical Practitioner.

For Insured aged five (5) (age next birthday) or below at first diagnosis, the benefit is payable if the inability to perform two (2) out of six (6) ADLs persist till five (5) years old (age next birthday).

All psychiatric related causes are excluded.

## 9-Loss of Limbs

Complete severance of two (2) or more limbs above the wrist or ankle as a result of accident or disease.

## 10-Loss of Speech

Total and irrecoverable loss of the ability to speak due to physical damage to the vocal cords which must be established for a continuous period of three (3) months. Medical evidence is to be supplied by an appropriate Specialist and to confirm injury or disease to the vocal cords.

#### 11-Major Burns

Means tissue injury causing third degree or full thickness burns to at least twenty percent (20%) of the body surface area.

## **12-Necrotizing Fasciitis**

Necrotizing Fasciitis shall mean a quickly progressing infection of soft-tissue that starts in the subcutaneous tissue spreading along the fascial planes.

All of the following criteria must be met:

- (a) Aggressive surgical debridement has been carried out to remove all the necrotic tissue; and
- (b) The diagnosis of Necrotizing Fasciitis must be confirmed by a Medical Practitioner.

#### 13-Pheochromocytoma

Pheochromocytoma shall mean a neuroendocrine tumor of the adrenal or extra-adrenal chromaffin tissue resulting in excessive secretion of catecholamines.

All of the following criteria must be met:

- (a) Surgical removal of the tumor must have been performed; and
- (b) The diagnosis of Pheochromocytoma must be confirmed by a Medical Practitioner who is an endocrinologist.

## 14-Severe Osteoporosis

Osteoporosis is a degenerative bone disease that results in loss of bone. The diagnosis must be supported by a bone density reading which satisfies the World Health Organization (WHO) definition of osteoporosis with a bone density reading T-score of less than -2.5. There must also be a history of three (3) or more osteoporotic fractures involving femur, wrist or vertebrae. These fractures must directly cause the Insured's permanent inability to perform at least three (3) of the ADLs.

Coverage for Severe Osteoporosis will automatically cease at age seventy (70) (age next birthday) of the Insured.

## 15-Severe Rheumatoid Arthritis

Widespread joint destruction as a result of severe Rheumatoid Arthritis with major clinical deformity of three (3) or more of the following joint areas:

- (a) hands;
- (b) wrists;
- (c) elbows;
- (d) cervical spine;
- (e) knees; or
- (f) ankles;

The diagnosis must be supported by all the following:

- (a) Morning stiffness;
- (b) Symmetric arthritis;
- (c) Presence of rheumatoid nodules;

- (d) Elevated titres of rheumatoid factors; and
- (e) Radiographic evidence of severe involvement.

The severity of the disease shall be such that there will be at least two (2) of the Activities of Daily Living which the insured will, for a continuous period of at least six (6) months, have been unable to perform without the assistance of another person.

#### **16-Systemic Sclerosis**

Systemic Sclerosis shall mean a chronic systemic autoimmune disease characterised by tissue fibrosis, small blood vessel vasculopathy and the development of auto-antibodies.

All of the following criteria must be met:

- (a) Evidence must be provided that at least one (1) of the following organs is involved:
  - (i) esophagus;
  - (ii) lung;
  - (iii) heart; or
  - (iv) kidney;
  - AND
- (b) The diagnosis of Systemic Sclerosis and the organ involvement must be confirmed by a Medical Practitioner who is a Rheumatologist and Immunologist.

## 17 -Terminal Illness

The conclusive diagnosis of an illness that is expected to result in the death of the Insured within twelve (12) months. This diagnosis must be supported by a Specialist and confirmed by Our appointed doctor.

## **18-Ulcerative Colitis**

Ulcerative Colitis shall mean acute Fulminant Ulcerative Colitis with life threatening electrolyte disturbances usually associated with intestinal distention and a risk of intestinal rupture, involving the entire colon with severe bloody diarrhoea and systemic signs and symptoms and for which the treatment is frequently total colectomy and ileostomy. Diagnosis must be based on histopathological features and surgery in the form of colectomy and/or ileostomy should form part of the treatment.

## **Second Medical Opinion Service**

As part of Our promise of care, you are given the access to some of the highest ranked medical institutions in the US through International SOS for a Second Medical Opinion Service once your Big 3 Disease or Crisis (if applicable) claim is approved.

#### What is Second Medical Opinion Service?

The objective of the Second Medical Opinion Service is to meet the public's increasing demands for the best possible medical treatment bearing in mind the continual development of leading edge treatments for major diseases. This is why We offer the Second Medical Opinion Service to Our valuable Insured via International SOS.

Under this distinguished service, the Insured has access to a panel of world-class specialists at leading medical institutions in the US to obtain alternative advice on the Insured's medical condition and confirmation of the diagnosis in the event that the Insured's Big 3 Disease or Crisis (if applicable) claim is approved.

#### **Panel of Second Medical Advice Specialists**

The Panel provides you access to some of the highest ranked medical institutions in the US, together with more than 15,000 leading specialists who practice there, including:

- Harvard Medical School
- Johns Hopkins Hospital, Baltimore
- Massachusetts General Hospital
- Brigham and Women's Hospital, Boston
- Dana-Faber Cancer Institute
- Cedars-Sinai Medical Center, Los Angeles

## How to seek Second Medical Opinion Service?

When the Insured has been diagnosed with one of the Big 3 Diseases or Crises (if applicable), the Insured is required to follow the instructions below to obtain the Second Medical Opinion Service.

Call International SOS at (852) 3122 2900 and request the Second Medical Opinion Service. Within 24 hours International SOS will confirm membership and whether the medical condition is eligible for the service.

#### **Service Flow**

- 1) Receive "Information Request Form" from International SOS via fax or email. International SOS will advise the medical documents required.
- 2) International SOS will assess the case and reply to the Insured if his/her case is eligible for the service. The Insured needs to complete the Information Request Form and send to International SOS together with the relevant medical documents for the Second Medical Opinion Report\*. (via courier or registered mail)
- 3) The Panel of Second Medical Opinion will send an acknowledgement to International SOS after receipt. If additional medical information is required, the Panel of Second Medical Opinion will inform International SOS who will in turn contact the Insured.
- 4) After evaluation, the written Second Medical Opinion report and advice will be faxed/emailed to International SOS within 3-5 US working days depending on the complexity of the report.
- 5) Upon receipt of the Second Medical Opinion report, International SOS will send it to the Insured and his/her treating physician, as required.

If requested, International SOS will arrange transportation, accommodation and admission to the identified treating facility and with a medical escort, if medically necessary.

ALL RELATED COSTS to International SOS WILL BE BORNE BY THE INSURED. \*Second Medical Opinion Report is US\$850. (The cost may be reviewed from time to time) The information above is for reference only and none of the above is binding upon Us or International SOS.

The service is provided by International SOS and it is not guaranteed renewable. We shall not be responsible for any act or failure to act on the part of International SOS and the professionals. Details of the services may be revised from time to time without Our prior notice.

#### Note:

- 1) We, the medical panel, International SOS and/ or any of its affiliates, record, share, use and archive your personal data in pursuance of the services being offered to you as well as for their training and quality assurance purposes. The failure to provide the relevant personal data may result in the said service providers being unable to provide the relevant services to you.
- 2) The Second Medical Opinion Service provided to you is purely advisory and recommendatory in nature and is not a substitute for medical services. It is for you and your physician or consulting hospital to decide the appropriate medical course of action to be pursued. The International SOS, and/ or its affiliates and the panel providing the medical opinion do not have any authority or responsibility to determine the benefits/ amounts payable, its eligibility, claim processing etc.



## **Family Care Services**

As part of the Our promise of care, Insured ("User") will be provided with assistance in making arrangement for various Family Care Services through Aspire Lifestyles ("Aspire") during the reasonable period after Big 3 Diseases Benefit or Crisis Benefit (if applicable) has been paid.

#### What is Family Care Services?

The objective of Family Care Services is to help take care of User's home, especially during the period when User needs to undergo medical treatment and naturally already have plenty of other concerns. Under this distinguished caring offer, Aspire will assist the User in making arrangement for the following services (listed in below table).

## How to seek Family Care Services?

The User can contact Aspire at (852) 3122 2900 anytime to request assistance in making arrangement on the following services (listed in below table).

#### **Scope of Services:**

#### 1. Pet Care Assistance

Aspire will assist the User in making arrangements for the following services:

- (a) Pet grooming services to collect from the User's residence or from the address given by the User to the pet grooming center, and have the pet returned to the requested place.
- (b) Delivery services to arrange for the delivery of pet food and other related pet articles to the User's residence subject to a minimum purchased amount as set forth by the service providers.
- (c) Pet sitting services to arrange for pet sitter to provide daily care to the pet by:
  - (i) giving feedings to the pet; or
  - (ii) walking the pet.
- (d) Pet transportation services to arrange for pet taxi to / from the veterinary.
- (e) Pet lodging services to arrange for pet accommodation upon the User's request.

#### 2. Laundry Pick-up/Drop-off Services

Aspire will assist in arranging on behalf of the User laundry service providers who are able to provide a 'pick-up / drop-off' service from / to the User's home.

#### 3. Home Grocery Delivery

Aspire will assist in the ordering and delivery of non-perishable groceries to the User's home.

#### 4. Massage and Aromatherapy Services

Aspire will assist in the arrangement of a qualified masseur or aromatherapist for home visits to provide a 'spa at home' service for the User's holistic well-being.

## 5. Home Cleaning Assistance

In the event the User requires assistance for carpet cleaning, sofa cleaning, window cleaning, wall tiles or floor tiles cleaning for the home, Aspire shall provide referral information on the service providers to the house as well as their charges. Aspire will arrange for a housecall, if necessary and upon the User's request.

## 6. Elderly Care Assistance

Upon the request of the User, Aspire will assist the User by providing referral information for a registered nurse to provide nursing care to the User at his / her home. Aspire can refer helper to User's home for providing home care after surgery or treatment.

## 7. Baby Sitting Care Assistance

Upon the request of the User, Aspire will assist the User by providing referral information to babysitting agency and information on their charges.

#### 8. Dining reservation and referral assistance

Aspire will assist the User by providing information of restaurants in Hong Kong. If requested by the User and whenever possible Aspire will facilitate in making the reservation on behalf of the User. Aspire can also assist the user in ordering the Chinese soup and have it deliver to the User's home.

The contents hereinabove are for reference only and none of the above is binding upon Us or Aspire.

The service is provided by Aspire and it is not guaranteed renewable. All relevant fees and charges (if any) of this service shall be borne by the User. We shall not be responsible for any act or failure to act on the part of Aspire and / or any of its affiliates. Details of the services may be revised from time to time without Our prior notice.

#### Disclaimer:

- 1) You hereby consent to Us, Aspire and / or any of its affiliates, recording, sharing, using and archiving your personal data in pursuance of the services being offered to you as well as for their training and quality assurance purposes. You agree that failure to provide the relevant personal data may result in the said service providers being unable to provide the relevant services to you.
- 2) You agree that the Family Care Services are provided to you is purely rendered on referral and / or arrangement basis only. We or Aspire shall not be responsible for any third party expenses which shall be the responsibility of the User and all third party expenses are charged on a case-by-case basis.



MyCover Critical Illness Plan (Crisis Benefit (optional benefit) and Additional Medical Coverage for Big 3 Diseases (optional benefit) are selected)



## **MyCover Critical Illness Plan**

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## 1. Definitions

**Accident** refers to an unforeseen, unexpected, violent, and involuntary external event or contiguous series of events of an accidental and visible nature which is the sole and direct cause of a bodily injury and independently of any other causes (including but not limited to illness or any naturally occurring condition or degenerative process) while this Policy is in force.

Activities of Daily Living refers to the following activities:

- (i) Washing The ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means.
- (ii) Dressing The ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances.
- (iii) Transferring The ability to move from a bed to an upright chair or wheelchair and vice versa.
- (iv) Mobility The ability to move indoors from room to room on level surfaces.
- (v) Toileting The ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene.
- (vi) Feeding The ability to feed oneself once food has been prepared and made available.

Age refers to the age of the Insured on his or her next birthday unless otherwise specified.

Anaesthetist, Medical Practitioner, Specialist or Surgeon refers to a person other than the Policy Owner, the Insured, an insurance agent, business partner(s), employee/employer or a relative of any of them (unless approved in advance by Us in writing) who is registered and licensed under the Medical Registration Ordinance and/or registered under the Specialist Register of the Medical Council of Hong Kong or otherwise legally authorized and entitled to practice western medical and surgical services in any country in accordance with the laws of that country, and who is acceptable to Us. An Anaesthetist cannot be the attending Medical Practitioner or Surgeon operating on the Insured.

Big 3 Disease(s) refers to Disease(s) listed under "Big 3 Diseases covered in MyCover Critical Illness Plan" in Appendix 1: List of Diseases Covered. Any diagnosis of Big 3 Diseases for the purpose of claiming the Big 3 Diseases Benefit must fulfil the meaning together with the terms and conditions stated under the heading of that Disease in Appendix 2: Definition of Big 3 Diseases.

Basic Plan refers to the plan MyCover Critical Illness Plan as shown in the Policy Schedule.

**Beneficiary** refers to a person chosen by Policy Owner to receive the Death Benefit under this Policy at the death of the Insured.

Carcinoma-in-situ or Early Stage Malignancy of Specific Organs refers to a Disease listed under "Carcinoma-in-situ or Early Stage Malignancy of Specific Organs covered in MyCover Critical Illness Plan" in Appendix 1: List of Diseases Covered. Any diagnosis of a Carcinoma-in-situ or Early Stage Malignancy of Specific Organs for the purpose of claiming the Carcinoma-in-situ or Early Stage Malignancy of Specific Organs Benefit must fulfil the meaning together with the terms and conditions stated under the heading of that Carcinoma-in-situ or Early Stage Malignancy of Specific Organs in Appendix 3: Definition of Carcinoma-in-situ or Early Stage Malignancy of Specific Organs.

Chinese Medicine Practitioner refers to a person other than the Policy Owner, the Insured, an insurance agent, business partner(s), employee/employer or a relative of any of them (unless approved in advance by Us in writing) who is registered under the Chinese Medicine Ordinance of Hong Kong as an herbalist or an acupuncturist, or registered with the local medical authorities at the place of treatment if the treatment is received outside Hong Kong.

**Clinical Surgery** refers to a Medically Necessary Out-patient procedure, which is performed either in the office or clinic of a Medical Practitioner or in the outpatient department or emergency department of a Hospital.

**Commencement Date** refers to the date the first premium is due and is the date used for calculating the Insured's Age at the start of this Policy. It also refers to the date when coverage under this Policy becomes effective.

**Crisis** refers to a Disease listed under "Crises covered in MyCover Critical Illness Plan" in Appendix 1: List of Diseases Covered. Any diagnosis of a Crisis for the purpose of claiming the Crisis Benefit must fulfil the meaning together with the terms and conditions stated under the heading of that Crisis in Appendix 4: Definition of Crisis.

**Current Sum Insured** refers to the Initial Sum Insured less any benefits paid under Carcinoma-in-situ or Early Stage Malignancy of Specific Organs Benefit pursuant to Clause 4.2 of the Benefit Provisions of this Policy. The Current Sum Insured is the amount on which calculation of the Big 3 Diseases Benefit and Crisis Benefit is based, and shall be deemed to be zero once the Total Claims paid and / or payable reach one hundred percent (100%) of the Initial Sum Insured.

**Day Patient** refers to an Insured receiving medical services or treatments given in medical clinic, day case procedure centre or Hospital where the Insured is not in Hospitalisation.

**Disease(s)** refers to the Disease(s) covered under this Policy as set out in Appendix 1: List of Diseases Covered. Each Disease is further defined in Appendix 2, Appendix 3 or Appendix 4.

**Eligible Expenses** refers to reasonable and customary charges incurred for Medically Necessary treatment, services or supplies rendered with respect to the same Big 3 Disease for which the Big 3 Diseases Benefit claim is paid or payable.

Reasonable and customary refers to a fee or expense which:

- 1. is actually charged for Medically Necessary treatment, supplies or medical services;
- 2. does not exceed the usual or reasonable average level of charges for similar treatment, supplies or medical services in the location where the expense is incurred;
- 3. does not include charges that would not have been made if no insurance existed.

We may adjust benefit(s) payable under this Policy for fees or expenses that We judge not to be reasonable and customary after comparing with fee schedules used by the government, relevant authorities or recognised medical associations in the location where the fee or expense is incurred.

**Endorsement** refers to an additional document attached to this Policy that outlines any adjustments that We make to this Policy.

**Expiry Date** refers to the Policy Anniversary immediately preceding the eighty-fifth (85<sup>th</sup>) birthday of the Insured.

**First Confirmed Diagnosis** refers to the first time that a diagnosis of a Disease is made by a Medical Practitioner and confirmed by histopathological and / or cytopathological patterns and / or radiological tests, blood tests and / or other laboratory tests results. Date of diagnosis of a Disease suffered by the Insured will be the day when tissue specimen, culture, blood specimen or any other laboratory investigation upon which the diagnosis is determined is first taken from the Insured. For Cancer and Carcinoma-in-situ or Early Stage Malignancy of Specific Organs, a diagnosis based on history, physical and radiological findings only will not meet the standards of diagnosis required by this Policy.

**First Symptoms** refer to any condition, Disease or any of its direct causes in respect of an Insured, where the Insured and / or the Policy Owner was aware or should reasonably have been aware of signs or symptoms of

the condition, Disease, or where any laboratory test or investigation showed the likely presence of the condition or Disease.

**Hospital** refers to a medical facility that meets all of the following requirements:

- 1. is licensed as a hospital under the laws of the country where it operates;
- 2. is supervised by Medical Practitioners and provides twenty-four (24) -hour care by Qualified Nurses;
- 3. is operated mainly to diagnose and treat injuries or illnesses on an In-patient basis;
- 4. has diagnostics and major surgery facilities; and
- 5. is not primarily a clinic, nursing facility, nursing home, convalescence home, psychiatric facility, drug and alcohol rehabilitation facility, preventative medicine facility, homeopathic facility or hospice care.

Hospitalise and Hospitalisation refer to the period when the Insured stays in a Hospital as an In-patient for Medically Necessary treatment of a Big 3 Disease. The Hospital stay must be for at least six (6) continuous hours or, if this does not happen, the Hospital must charge for room and board. The Insured cannot leave the Hospital before he or she is discharged. Hospitalisation ends when the Hospital issues its final accounts in preparation for the Insured to formally leave, or be discharged from, the Hospital.

**Initial Sum Insured** refers to the amount shown on the Policy Schedule or Endorsement as the "Sum Insured" when this Policy is issued, or as amended subsequently at the Policy Owner's request (to increase or decrease) in accordance with Our then applicable rules and regulations, which forms the basis for calculation of the Carcinoma-in-situ or Early Stage Malignancy of Specific Organs Benefit and Death Benefit. For the avoidance of doubt, any payments made under this Policy will not affect the Initial Sum Insured.

**In-patient** refers to the Insured is admitted to a Hospital on the written recommendation of a Medical Practitioner or Specialist to receive Medically Necessary treatment for the Big 3 Disease that cannot be provided safely outside the Hospital premises.

Insured refers to the person insured by this Policy and is shown on the Policy Schedule or any Endorsement.

Intensive Care Unit refers to the unit in a Hospital that has one-to-one nursing care, where patients undergo specialised resuscitation, monitoring and treatment procedures. The unit must be staffed twenty-four (24) hours a day with highly trained nurses, technicians and Medical Practitioners, and be equipped with life-saving medical equipment to continuously assess vital body functions.

Medically Necessary refers to a medical service, procedure or supply which is necessary and is:

- 1. consistent with the diagnosis and customary medical treatment for the Insured's Disease;
- 2. recommended by a Medical Practitioner for the care or treatment of the Insured's Disease involved and must be widely accepted professionally in Hong Kong as effective, appropriate and essential based upon recognized standards of the health care specialty involved; and
- 3. not furnished primarily for the personal comfort or convenience of the Insured or any medical service provider. Experimental, screening and preventive services or supplies are not considered Medically Necessary.

**Out-patient** refers to when the Insured receives Medically Necessary western medical treatment for the Big 3 Disease in the office or clinic of a Medical Practitioner or in the outpatient department or emergency department of a Hospital.

**Policy** consists of this policy document, its Policy Schedule, application form, any Endorsement and / or any supplement.

**Policy Anniversary** refers to the same date each year as the Commencement Date.

**Policy Date** refers to the date the Policy is issued to the Policy Owner which is specified in the Policy Schedule.

**Policy Owner, You or Your** refers to the person who owns this Policy as shown in the Policy Schedule or any Endorsement.

**Policy Schedule** refers to the document attached to this Policy. The Policy Schedule shows important information about this Policy, including the policy number, the premium payable, the benefits of this Policy and other particulars.

**Policy Year** refers to a period of twelve (12) consecutive calendar months from the Commencement Date and every succeeding twelve (12) consecutive calendar months period after that.

**Prescribed Diagnostic Imaging Tests** refers to computed tomography ("CT" scan), magnetic resonance imaging ("MRI" scan), positron emission tomography ("PET" scan), PET-CT combined and PET-MRI combined.

**Qualified Nurse(s)** refers to a person other than the Policy Owner, the Insured, an insurance agent, business partner(s), employee/employer or a relative of any of them (unless approved in advance by Us in writing) who is legally recognised to perform services in the specialist area of their titled profession by the relevant government-recognised registration body in Hong Kong, or in the region in which he or she practises.

**Rehabilitation Centre** refers to a registered institution (other than a Hospital) which provides physiotherapy, occupational therapy and other rehabilitative treatment for physical injury, dysfunction or disability.

Reinstatement Date refers to the date that We approve an application to reinstate this Policy.

**Renewable Period** refers to the initial renewable period as shown in the Policy Schedule or the number of year(s) from the date the Basic Plan is renewed to the Expiry Date, whichever is shorter.

**Standard Private Room** refers to a standard single occupancy room with an adjoining bathroom for the Insured's use during his or her Hospitalisation, but does not include any Hospital room that has its own kitchen, dining or sitting room.

**Standard Semi-private Room** refers to a single or double occupancy room in a Hospital, with a shared bath or shower room.

**Standard Ward Room** refers to a room type in a Hospital that is of a quality below a Standard Semi-private Room.

**Term Critical Illness Series** means MyCover Critical Illness Plan and other selected critical illness insurance term plan(s) as specified by Us from time to time.

**Total Claims** refer to the aggregate amount of the Carcinoma-in-situ or Early Stage Malignancy of Specific Organs Benefit, Crisis Benefit and / or the Big 3 Diseases Benefit payments.

**We**, **Us** or **Our** refers to FWD Life Insurance Company (Bermuda) Limited (Incorporated in Bermuda with limited liability), the issuer of this Policy.

## 2. General Provisions

## 2.1 The Policy

This Policy is governed by the laws of Hong Kong Special Administrative Region of China (Hong Kong) and is proof of an insurance contract between You and Us. Once this Policy has commenced, insurance is provided regardless of the Insured's occupation, or the countries that the Insured travels to or resides in.

The Policy Owner and the Insured are required to provide truthful and accurate information during the application of this Policy. We have issued this Policy after taking into account the information provided by You and the Insured (if they are different people) during application process and payment of the premium as shown in the Policy Schedule. This information provided is considered representations and not warranties.

## 2.2 Cooling-off Period

The Policy Owner has the right to cancel this Policy by notice and obtain a full refund of any premium(s) paid by You and insurance levy paid by You without any interest, by giving a written notice to Us. Such notice must be signed by the Policy Owner and received directly by Us within twenty-one (21) calendar days immediately following either the day of delivery of this Policy or a Cooling-off Notice to You or Your nominated representative, whichever is the earlier as specified by cooling-off period principles set out by the Hong Kong insurance regulator. No refund can be made if a claim payment under this Policy has been made prior to Your request for cancellation.

# 2.3 Alterations and Company Notices

No alterations in the terms and conditions and provisions of this Policy will be valid unless made in an Endorsement and / or any supplement to this Policy and issued by Us. No agent or other persons have the authority to change or waive any provision of this Policy.

If We need to send You any notices, We will send them to Your latest correspondence address recorded in Our records, and such notice will be deemed to have been received by the Policy Owner forty-eight (48) hours after posting.

# 2.4 Policy Owner

Under this policy document, the words You, Your or Policy Owner refer to the person who owns this Policy as shown on the Policy Schedule or any Endorsement.

As the Policy Owner, You are the only person who can request changes to, and exercise the rights and privileges related to this Policy while this Policy is in effect.

If You hold this Policy on trust for a beneficiary by virtue of an express trust, We will consider any rights or options exercised by You in relation to this Policy as being made with the consent of, and for the sole benefit of, the beneficiary(ies) of that trust. We will not contact that beneficiary to confirm their consent.

You are entitled to any proceeds of this Policy that do not result from the death of the Insured. If You die, the proceeds will be payable to the appointed executors or administrators for and on behalf of Your estate, unless You are also the Insured, in which case the proceeds will be paid to the Beneficiary.

# 2.5 Beneficiary

Beneficiary refers to a person nominated by You to receive any proceeds of this Policy if the Insured dies. Your nominated Beneficiary is entitled to any benefits of this Policy if the Insured dies.

If a Beneficiary dies before the Insured, his or her share of the policy benefits will be redistributed to any surviving Beneficiaries in proportion to their nominated share (or equally if no nomination has been made).

If both the Insured and a Beneficiary die in the same incident and the official time of death is recorded as being the same time, We will determine the distribution of the proceeds of this Policy as if the elder of the two people had died first.

If You have not nominated any Beneficiaries, or if all of the Beneficiaries die before the Insured, We will pay the proceeds to You, or the appointed executors or administrators for and on behalf of Your estate (if You die).

During the Insured's lifetime, the Beneficiary has no right to and cannot request any changes to, claim benefits from, or exercise any rights and privileges in relation to this Policy.

# 2.6 Changes of Policy Owner and Beneficiary

While this Policy is in effect, the Policy Owner and the Beneficiary may be changed if You (as the current Policy Owner) submit a written request to Us. After assessing that We have all of the relevant information, We will process and register this change in Our records and such change will be effective from the date We approve the request (irrespective of whether the Policy Owner and/or the Insured is/are alive on that date).

## 2.7 Assignment

You can assign this Policy as collateral for a loan, however unless You inform Us in writing of the assignment, and We make a record of this assignment, We will not be bound by this assignment. You are responsible for the validity of the assignment and instructing Us any benefits under this Policy are paid to the assignees. Any payment We make before We record the assignment will not be affected by the assignment. Any money owed to Us under this Policy will take priority over any rights of any assignee(s).

#### 2.8 Increase in Initial Sum Insured

While this Policy is in effect and the Insured is alive, provided that no claims have been made, You can request in writing to increase the Initial Sum Insured before the first Policy Anniversary subject to Our applicable rules and procedures (including but not limited to the relevant underwriting requirements). We will review the request and may request further information before accepting or declining the request. If We approve the request, We will register this change in Our records and such change will be effective from the Commencement Date. We will send an Endorsement to Your correspondence address in Our records.

#### 2.9 Reduction in Initial Sum Insured

While this Policy is in effect and the Insured is alive, provided that no benefit has been claimed, You can request in writing to reduce the Initial Sum Insured subject to Our applicable rules and procedures. We will review the request and may request further information before accepting or declining the request. If We approve the request, We will register this change in Our records and such change will be effective from the date We approve the request. We will send an Endorsement to Your correspondence address in Our records.

#### 2.10 Surrender

While this Policy is in effect and the Insured is alive, You can request to surrender this Policy by sending Us a completed surrender form or by any other means acceptable by Us, and subject to Our applicable rules and procedures. This Policy has no cash values and no benefits will be payable upon surrender. This Policy will be terminated on the date We approve the request.

#### 2.11 Misstatement or Non-disclosure

We have used the information, including but not limited to Age, gender and other material facts, provided by You and the Insured (if they are different people) during the application process to determine whether to offer this Policy.

If the Insured's Age or gender shown in the Policy Schedule is incorrect, We will calculate any amount paid or payable or benefit accruing according to how much the premiums paid would have purchased at the time of the application on the basis of the correct Age and/or sex. However, any recalculated amount will not be more than the original benefit which is specified in the Policy Schedule or any Endorsement.

We may cancel this Policy and treat it as having never existed if (i) any information provided by You and the Insured during the application process is incorrect and if, based on the correct information, We would not have offered this Policy; or (ii) any material facts were not disclosed during the application process which may affect Our risk assessment. In this situation, We will refund any premium(s) and insurance levy(ies) paid without interest after deducting any benefits that We have paid. We will send written notification of the cancellation to Your correspondence address in Our records.

In addition to the above, Policy Owner must provide a copy of his / her identification document to Us within thirty (30) calendar days of the Commencement Date. If Policy Owner does not provide this document within this thirty (30) calendar days, We will suspend the Policy and cease any further transactions. If the identification document has still not been provided within ninety (90) calendar days of the Commencement Date, We will cancel the Policy and treat it as having never existed, and will refund any premium and insurance levy paid, without interest, after deducting any benefits that may have been paid.

#### 2.12 Incontestability

Except in instances of fraud or non-payment of premium, We waive Our rights to cancel this Policy and treat it as having never existed after it has been in effect for two (2) years (meaning the Insured has been alive) from the Commencement Date, or the Reinstatement Date (if this Policy is reinstated).

# 2.13 Payment Currency

All amounts that We or You are required to pay in relation to this Policy will be paid in the currency shown in the Policy Schedule provided that We have the absolute discretion to accept payment in another currency.

# 2.14 Contracts (Rights of Third Parties) Ordinance

Any person who is not a party to this Policy has no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any of its terms.

# 2.15 General Interpretation and Application

Where the context requires, words importing one gender shall include the other gender, and singular terms shall include the plural and vice versa. Headings are for convenience only and shall not affect the interpretation of this Policy. References to sections, clauses, provisions and schedules are to sections, clauses, provisions and schedules to this Policy. Should any conflict arise in respect of the interpretation of any provision in this Policy and any other material otherwise produced by Us, then the provisions of this Policy shall prevail.

# 3. Premiums and Reinstatement Provisions

#### 3.1 Payment of Premiums

The first premium is due on the Commencement Date. If this is not paid within thirty (30) calendar days of the Commencement Date, this Policy shall be deemed null and void. In this situation, We will not be legally obliged to pay any benefits under this Policy.

Subsequent premiums must be paid during the term of this Policy. Premiums must be paid at a frequency We agree with You.

We provide a thirty (30)-day grace period from the due date of any premium(s). If We still do not receive this premium after the thirty (30)-day grace period, We will terminate this Policy effective from the date the unpaid premium was due.

The premium is not guaranteed. We reserve the right from time to time to review, vary and significantly increase all or any of the premium stated in the Policy Schedule or any Endorsement attached to this Policy due to factors including but not limited to claims experience and policy persistency, provided any premium review shall be applied to all other policies of the same kind.

In addition, if Additional Medical Coverage for Big 3 Diseases is selected at the policy application, the premium of Additional Medical Coverage for Big 3 Diseases is not guaranteed and will be determined annually at Our sole discretion based on the Age of the Insured at the Policy Anniversary, and the premium of the Policy will change every year.

#### 3.2 Renewal

While this Policy is in effect and the Insured is alive, the Basic Plan of this Policy can be renewed for another Renewal Period at the end of each Renewable Period without the requirement of evidence of insurability. Unless You tell Us in writing before the next renewal that You do not want to renew, the Basic Plan of this Policy will be automatically renewed at the end of each Renewable Period until the Expiry Date based on the terms and conditions of this Policy, provided that premiums under this Policy are paid when due. The premium within the Renewable Period is not guaranteed but will not be increased solely based on the Age of the Insured. The premium rates upon renewal are not guaranteed and will be determined at Our sole discretion based on factors including but not limited to the Age of the Insured at the time of renewal, claims experience and policy persistency from all policies under this product.

We reserve the right to revise, amend or modify this Policy at each Policy Anniversary, and We will notify You in writing at least thirty (30) calendar days before the Policy Anniversary after which the revisions will take effect. If You refuse to accept the revisions, We can terminate this Policy when You have not paid the premium for thirty (30) calendar days from when it was due.

#### 3.3 Deduction of Outstanding or Unpaid Premium and Insurance Levy

If there are any outstanding or unpaid premium(s) and/or insurance levy(ies) under this Policy, We will deduct these amounts from any benefits or proceeds payable under this Policy.

Upon the payment of Death Benefit, Big 3 Diseases Benefit or Crisis Benefit, if You are paying the premium(s) at a frequency other than annually (for example, monthly), We will deduct from the benefit(s) the amount of unpaid premiums (if any) for the Policy Year in which the Insured died, the Big 3 Diseases Benefit or Crisis Benefit is paid (as the case may be).

#### 3.4 Reinstatement

If this Policy was terminated because of unpaid premiums, We may agree to reinstate this Policy, subject to the terms and conditions of this Policy and the applicable rules and procedures at that time, if You:

- 1. apply to Us in writing within one (1) year from the date of a default in payment of premium pursuant to which this Policy was terminated;
- 2. provide Us with satisfactory evidence that the Insured still qualifies for this Policy based on the same factors that We used when assessing the initial application; and
- 3. repay all unpaid premiums (with interest at an interest rate that We set) and any outstanding insurance levy(ies).

We may refuse the application for reinstatement or may adjust the terms of this Policy. This Policy will only take effect again from the Reinstatement Date.



# 4. Benefit Provisions

While the coverage of this Policy is in effect and subject to the terms, conditions, exclusions, limitations and restriction contained in this Policy (including any attached endorsements), We will, upon receipt of due proof and Our approval, pay the benefit(s) in accordance with the Benefit Provisions.

We will pay the Big 3 Diseases Benefit, Crisis Benefit and Carcinoma-in-situ or Early Stage Malignancy of Specific Organs Benefit only where the First Symptoms appear, the condition occurs and the diagnosis or surgery relating to the relevant Disease occurs after the first ninety (90) calendar days from the Commencement Date. This first ninety (90) calendar days limitation does not apply if any Disease is solely and directly caused by an Accident and independently of any cause.

# 4.1 Big 3 Diseases Benefit

While this Policy is in force, if the Insured has the First Confirmed Diagnosis of a Big 3 Disease and survives for a period of at least fourteen (14) days from the date of First Confirmed Diagnosis of such Big 3 Disease, We will pay to the Policy Owner the Big 3 Diseases Benefit equivalent to one hundred percent (100%) of the Current Sum Insured.

This Big 3 Diseases Benefit will only be paid once until the Total Claims paid and / or payable reach one hundred percent (100%) of the Initial Sum Insured.

This benefit shall not be paid in conjunction with the Death Benefit.

# 4.2 Carcinoma-in-situ or Early Stage Malignancy of Specific Organs Benefit

While this Policy is in force, if the Insured has the First Confirmed Diagnosis of a Carcinoma-in-situ or Early Stage Malignancy of Specific Organs and survives for a period of at least fourteen (14) days from the date of First Confirmed Diagnosis of such Carcinoma-in-situ or Early Stage Malignancy of Specific Organs, We will pay to the Policy Owner a benefit equivalent to thirty-five percent (35%) of the Initial Sum Insured subject to a limit of HK\$400,000 / US\$50,000 (in the case of Hong Kong dollar and United States dollar denominated Policies respectively) per life of each claim under all policies of the Term Critical Illness Series.

More than one (1) claim for Carcinoma-in-situ or Early Stage Malignancy of Specific Organs Benefit can be made in respect of Carcinoma-in-situ or Early Stage Malignancy of Specific Organs under the Policy. To be eligible for the second and subsequent claim, the claim must be a covered organ of a Carcinoma-in-situ or Early Stage Malignancy of Specific Organs (as defined and classified under the Appendix 3: Definition of Carcinoma-in-situ or Early Stage Malignancy of Specific Organs) that is different from the organ(s) of the previous claim for the Carcinoma-in-situ or Early Stage Malignancy of Specific Organs Benefit (for which benefit has been paid or is payable). If the relevant covered organ has both a left and a right component (such as, but not limited to, the lungs or breasts), the left side and right side of the organ shall be considered one and the same organ ("Paired Organ").

If more than one (1) condition is diagnosed as arising from the same Disease, though they may exist in different stages, conditions or forms, We will only pay one benefit for the condition for which the highest benefit amount under Clause 4.1 and Clause 4.2 is payable.

If more than one (1) condition is diagnosed in any component of a Paired Organ on the same date, though they may exist in different stages, conditions or forms, We will only pay one benefit for the condition for which the highest benefit amount under Clause 4.1 and Clause 4.2 is payable.

This benefit will be payable until the Total Claims paid and / or payable reach one hundred percent (100%) of the Initial Sum Insured. Upon the payment of claims under this Carcinoma-in-situ or Early Stage Malignancy of Specific Organs Benefit, the Current Sum Insured of this Policy will be reduced accordingly. Big 3 Diseases Benefit, Crisis Benefit and future premium will be reduced accordingly. The benefit payable under each claim of Carcinoma-in-situ or Early Stage Malignancy of Specific Organs Benefit will in no event be higher than the Current Sum Insured.

This benefit shall not be paid in conjunction with the Death Benefit.

#### 4.3 Crisis Benefit

While this Policy is in force, if the Insured has the First Confirmed Diagnosis of a Crisis and survives for a period of at least fourteen (14) days from the date of First Confirmed Diagnosis of such Crisis, We will pay to the Policy Owner the Crisis Benefit equivalent to one hundred percent (100%) of the Current Sum Insured.

This Crisis Benefit will only be paid once until the Total Claims paid and / or payable reach one hundred percent (100%) of the Initial Sum Insured.

This benefit shall not be paid in conjunction with the Death Benefit.

# 4.4 Waiver of Premium upon Big 3 Diseases Benefit Claims

Once the Big 3 Diseases Benefit is payable and while the Policy is still in force, We will waive the balance of premiums payable under this Policy. Without prejudice to Clause 3.3, The first premium to be waived will be the one falling due immediately after the date of the First Confirmed Diagnosis of the Big 3 Diseases which is the subject of the Big 3 Diseases Benefit claim, except any premium falling due shall continue to be paid pending Our approval of a claim for the Big 3 Diseases benefit. Following such approval, We will refund any premiums paid to this Policy which are later waived.

Regardless of the mode of payment of premiums selected under this Policy, any waiver of premiums shall be effected as if the Policy were on a monthly premium mode. However, there will be no waiver of any premium the due date of which is more than one (1) year before the day of receipt by Us of written notice of the Big 3 Diseases Benefit claim.

#### 4.5 Additional Medical Coverage for Big 3 Diseases

Once the Big 3 Diseases Benefit has been paid and/ or is payable and while the Policy is still in force, if the Eligible Expenses incurred in respect of the same Big 3 Disease for which the Big 3 Diseases Benefit claim is paid or payable have reached the lower of the total Initial Sum Insured under all policies of the Term Critical Illness Series with Additional Medical Coverage for Big 3 Diseases or HK\$500,000 / US\$62,500 (in the case of Hong Kong dollar and United States dollar denominated Policies respectively), We will reimburse Eligible Expenses incurred in respect of that Big 3 Disease in excess of the aforesaid threshold under Hospitalisation Benefits, Surgical Benefits and Other Benefits in accordance with Clause 4.5.1 and Clause 4.5.2, up to the lesser of:

(1) one hundred percent (100%) of the total Initial Sum Insured under all policies of the Term Critical Illness Series with Additional Medical Coverage for Big 3 Diseases; or

(2) HK\$1,000,000 / US\$125,000 (in the case of Hong Kong dollar and United States dollar denominated Policies respectively) per life under all policies of the Term Critical Illness Series with Additional Medical Coverage for Big 3 Diseases,

provided that the Eligible Expenses for that Big 3 Disease is incurred within two (2) years from the date of the First Confirmed Diagnosis of such Big 3 Disease.

If You can obtain a refund of any expenses otherwise recoverable under this benefit from any other sources, We will only pay the portion of these expenses in excess of the refund obtained from other sources up to the above limit. You must tell Us if the Insured can obtain a refund of all or part of expenses otherwise recoverable under this benefit from any other sources. If We have paid a benefit which is recoverable from another source, You must refund this amount to Us.

The Policy will be terminated once the above maximum limit for the Eligible Expenses is reached or upon expiry of this benefit, which is two (2) years after the date of the First Confirmed Diagnosis of such Big 3 Disease (whichever is earlier).

# 4.5.1 Hospitalisation Benefits, Surgical Benefits and Other Benefits under Additional Medical Coverage for Big 3 Diseases

#### **Hospitalisation Benefits**

We will reimburse the Eligible Expenses described below (subject to any other maximum limits as set out in this Policy or any Endorsement) if the Insured is Hospitalised in a Standard Semi-private Room or a room of lower level for the treatment of the same Big 3 Disease for which the Big 3 Diseases Benefit claim is paid or payable:

#### 1. Room and Board

We will reimburse one hundred percent (100%) of the Eligible Expenses for room and board (Standard Semi-private Room level or below) when the Insured is Hospitalised.

#### 2. Intensive Care Unit Charges

We will reimburse one hundred percent (100%) of the Eligible Expenses if the Insured is Hospitalised in an Intensive Care Unit on the written recommendation of the Insured's attending Medical Practitioner.

If We make the reimbursement for Intensive Care Unit charges, We will not pay the benefit under Room and Board under item 1 in Clause 4.5.1.

# 3. Medical Practitioner's Hospital Visit and Specialist's Fee

While the Insured is Hospitalised, We will reimburse one hundred percent (100%) of the Eligible Expenses charged:

- by the Insured's attending Medical Practitioner to visit the Insured; and
- for Specialist treatment recommended in writing by the Insured's attending Medical Practitioner.

#### 4. Miscellaneous Hospital Medical Charges

We will reimburse one hundred percent (100%) of the Eligible Expenses charged by the Hospital or Clinical Surgery for the following items:

- Drugs and medicines required by the Insured;

- Dressing, ordinary splints and plaster casts but excluding special braces, artificial limbs, appliances and equipment;
- Laboratory examinations;
- Electrocardiograms;
- Physiotherapy;
- Basal metabolism tests;
- X-ray examinations;
- Medical report charges as a result of tests and examinations;
- Administration of blood and blood plasma but excluding costs of blood or blood plasma;
- Local ambulance service to or from where the Insured is Hospitalised; and
- Use of post-operative recovery room.

#### For clarity, We will not cover:

- a) non-medical miscellaneous charges, such as guest meals, personal wi-fi, telephone, photocopying, taxis and personal items;
- b) items that have not been recommended in writing by the Insured's attending Medical Practitioner;
- c) narcotics used by the Insured (unless taken as prescribed by a Medical Practitioner); or
- d) any genetic testing, medical services, procedures or supplies which are not Medically Necessary.

We have the right to determine whether a particular service or charge will be reimbursed under this benefit.

#### 5. Hospital Companion Bed

We will reimburse one hundred percent (100%) of the expenses charged by the Hospital in which the Insured is Hospitalised on the charge for an extra bed for one (1) person who accompanies the Insured in Hospital during his / her Hospitalisation.

# 6. Private Nursing Care's Fee

We will reimburse one hundred percent (100%) of the Eligible Expenses for private nursing services provided by a Qualified Nurse if the services have been recommended in writing by the Insured's attending Medical Practitioner following the Insured's surgery or after the transfer from an Intensive Care Unit to another ward within the Hospital.

We will only pay for charges for one Qualified Nurse who provides the services at any one time.

#### **Surgical Benefits**

We will reimburse one hundred percent (100%) of the Eligible Expenses (subject to any other maximum limits as set out in this Policy or any Endorsement) charged to the Insured during his or her Hospitalisation or Clinical Surgery for treatment of the same Big 3 Disease for which the Big 3 Diseases Benefit claim is paid or payable, including the charges for consultation, medication, the Surgeon's fee, Anaesthetist's fee, operating theatre fee and other Eligible Expenses for items and equipment used during the procedures.

# **Other Benefits**

#### 1. Post-hospitalisation Out-patient

If the Insured's attending Medical Practitioner recommends the Insured to undergo follow-up Out-patient consultations after the Hospitalisation or Clinical Surgery for the same Big 3 Disease for which the Big 3 Diseases Benefit claim is paid or payable, We will reimburse one hundred percent (100%) of the Eligible Expenses for the consultations following the Insured's discharge or the Clinical Surgery.

We will only pay for one (1) consultation per day.

We will also reimburse one hundred percent (100%) of the Eligible Expenses for any prescribed medication given and diagnostic tests taken which relate to the Hospitalisation or Clinical Surgery.

We will only pay this benefit if the Insured's attending Medical Practitioner has made the recommendation in writing, and We will not pay any Post-hospitalisation Out-patient Benefit for any treatment from a Chinese Medicine Practitioner, chiropractor treatment, podiatry consultation or physiotherapy, regardless of whether such consultation relates to the follow-up Out-patient consultations.

We will only pay this benefit if We have paid a benefit under Hospitalisation Benefits or Surgical Benefits under Clause 4.5.1, and is subject to any other maximum limits as set out in this Policy or any Endorsement.

#### 2. Post-hospitalisation Home Nursing

If the Insured's attending Medical Practitioner believes that it is Medically Necessary to have nursing support after Hospitalisation and/or surgical treatment for the same Big 3 Disease for which the Big 3 Diseases Benefit claim is paid or payable, we will reimburse one hundred percent (100%) of the Eligible Expenses for a Qualified Nurse to attend the Insured's home within the thirty one (31) calendar days immediately after the Insured's discharge following surgery or Intensive Care Unit admission.

We will only pay this benefit if we have paid a benefit under Hospitalisation Benefits or Surgical Benefits and the Insured's attending Medical Practitioner has made a recommendation in writing, and the services relate directly to the same Big 3 Disease for which the Big 3 Diseases Benefit claim is paid or payable. This benefit is restricted to nursing services provided by one (1) Qualified Nurse at any time, and is subject to any other maximum limits as set out in the Policy or any Endorsement, even if the Insured is Hospitalised more than once.

#### 3. Non-surgical Cancer Treatment

If the Big 3 Diseases Benefit is payable for a Cancer and the Insured's attending Medical Practitioner or Specialist considers non-surgical cancer treatment (including chemotherapy, radiotherapy, immunotherapy, targeted therapy and cancer hormonal therapy) is Medically Necessary for that Cancer, We will reimburse one hundred percent (100%) of the Eligible Expenses of this treatment, including oncology drugs. We will reimburse the costs of both Inpatient and Out-patient treatment, subject to any other maximum limits as set out in this Policy or any Endorsement.

#### 4. Prescribed Diagnostic Imaging Tests

We will reimburse one hundred percent (100%) of the Eligible Expenses on Prescribed Diagnostic Imaging Tests performed in a setting for providing medical services to a Day Patient recommended in writing by the Insured's attending Medical Practitioner for the investigation or treatment of the same Big 3 Disease for which the Big 3 Diseases Benefit claim is paid or payable, subject to any other maximum limits as set out in this Policy or any Endorsement.

#### 5. Rehabilitation Treatment

If We have paid Hospitalisation Benefits or Surgical Benefits, We will reimburse one hundred percent (100%) of the Eligible Expenses the Insured incurred in a Rehabilitation Centre for rehabilitation treatment recommended in writing by the Insured's attending Medical Practitioner, provided that for each occasion of rehabilitation treatment the Insured's stay at the Rehabilitation Centre is for at least six (6) continuous hours, and subject to any other maximum limits as set out in this Policy or any Endorsement.

# 4.5.2 Limitation on Additional Medical Coverage for Big 3 Diseases

Without prejudice to the maximum limit of the Additional Medical Coverage for Big 3 Diseases, if on any day of Hospitalisation, the Insured is Hospitalised in a room of a higher level than a Standard Semi-private Room at his own choice, the amount of Eligible Expenses reimbursable pursuant to Clause 4.5 shall be reduced by multiplying the following percentage:-

Actual room type	Standard Ward Room	Standard Semi- private Room	Standard Private Room	Level above the Standard Private Room
Percentage applied to the Eligible Expenses	100%	100%	50%	25%

The above adjustment shall not be applied if the Hospitalisation in room of a higher level than a Standard Semi-private Room is necessitated by the following reasons:

- unavailability of accommodation at the specified ward class due to ward or room shortage for emergency treatment;
- 2. isolation purposes that require a specific class of accommodation; or
- 3. other reasons not involving personal preference of the Policy Owner and/or the Insured.

## 4.6 Death Benefit

If the Insured dies while this Policy is in effect, and before the Expiry Date, We will pay to the Beneficiary(ies) five percent (5%) of the Initial Sum Insured under the Policy as a Death Benefit.

No benefit will be payable under this Death Benefit if the Total Claims paid and / or payable reach one hundred percent (100%) of the Initial Sum Insured at the time of the death of the Insured.

This benefit shall not be paid in conjunction with the Big 3 Diseases Benefit, Carcinoma-in-situ or Early Stage Malignancy of Specific Organs Benefit or Crisis Benefit.

# 4.7 Life Enrichment Program

While this Policy is in force and the Insured is still alive, when Big 3 Diseases Benefit is payable, We will provide a Life Enrichment Program to the Insured and the fee will be waived. The Life Enrichment Program is available once per Insured.

The Life Enrichment Program is a rehabilitation program which will start within six (6) calendar months from the payment date of the Big 3 Diseases Benefit.

Details of the Life Enrichment Program will be determined at Our sole discretion at the time the services are provided, and the services may be provided by third party service providers as We may designate. We will not be responsible for any act or failure to act on the part of the service providers and their healthcare network teams (if any). We reserve the right to revise the Life Enrichment Program at any time without prior notice.

# 4.8 Non-participating

This Policy is non-participating and will not share in the divisible surplus of Our life insurance funds.

# 5. Exclusions

This following applies only to Big 3 Diseases Benefit, Carcinoma-in-situ or Early Stage Malignancy of Specific Organs Benefit, Crisis Benefit and Additional Medical Coverage for Big 3 Diseases.

This Policy shall not cover any loss / claim directly or indirectly caused by or resulting from any of the following:

- 1. Intentional self-inflicted injury or attempted suicide, while sane or insane and while intoxicated or not.
- 2. The participation in any criminal event.
- 3. Any condition arising out of consumption of poisoning drugs, psychiatric drug, drug abuse, alcohol abuse, abuse of solvents and other substances unless prescribed by a Medical Practitioner for treatment.
- 4. Human Immunodeficiency Virus (HIV) related illness, including Acquired Immunization Deficiency Syndrome (AIDS) and / or any mutations, derivations or variations thereof, which is derived from an HIV infection (Except "HIV due to Blood Transfusion" and "Occupationally Acquired HIV" as defined under Appendix 4: Definition of Crisis).

Please refer to item 1 under Other Benefits in Clause 4.5.1 for exclusions for Post-hospitalisation Out-patient and item 4 under Hospitalisation Benefits in Clause 4.5.1 for exclusions for Miscellaneous Hospital Medical Charges.

# 5.1 Waiting Period

We will not pay the Big 3 Diseases Benefit, Crisis Benefit and Carcinoma-in-situ or Early Stage Malignancy of Specific Organs Benefit where the First Symptoms appear, the condition occurs and the diagnosis or surgery relating to the relevant Disease occurs within the first ninety (90) calendar days from the Commencement Date. This first ninety (90) calendar days limitation does not apply if any Disease is solely and directly caused by an Accident and independently of any cause.

#### 5.2 Suicide

If the Insured commits suicide within thirteen (13) calendar months from the Commencement Date (or the Reinstatement Date, whichever is later), Our legal responsibility will be limited to the total premium amount paid to Us without interest, less any outstanding insurance levy and after deducting any policy benefits that We have paid and any outstanding amounts owed to Us. This applies regardless of whether the Insured was sane or insane when committing suicide.

# 6. Claim Provisions

#### 6.1 Notice of Claim

Written notice of any claim for Death Benefit, Big 3 Diseases Benefit, Crisis Benefit, Carcinoma-in-situ or Early Stage Malignancy of Specific Organs Benefit and Additional Medical Coverage for Big 3 Diseases must be given to Us within thirty (30) calendar days (and in any case no later than six (6) calendar months) from the date of death of the Insured, the date of the relevant medical treatment or First Confirmed Diagnosis of such respective Big 3 Diseases, Crisis or Carcinoma-in-situ or Early Stage Malignancy of Specific Organs (as applicable). Any claims for Death Benefit, Big 3 Diseases Benefit, Crisis Benefit, Carcinoma-in-situ or Early Stage Malignancy of Specific Organs Benefit and Additional Medical Coverage for Big 3 Diseases received after the said six (6)-month period shall not be accepted, unless We in Our sole discretion decide otherwise.

#### 6.2 Proof of Loss

Upon receipt of a notice of claim, We will provide the claimant with such forms as it requires for the filing of proof of loss.

Written proof of loss satisfactory to Us must be given to Us within ninety (90) calendar days after the time the proof is required or as soon thereafter as is reasonably possible, and in no event, except in the absence of legal capacity, later than six (6) calendar months from the time the proof is required.

All certificates, information and evidence required by Us shall be furnished at the expense of the claimant.

The Insured shall, at Our request and expense, submit to a medical examination by a designated Medical Practitioner in Hong Kong, when and so often as We may reasonably require.

#### 6.3 Proof of Occurrence

Proof of occurrence of any insured event must be supported by:

- 1. a Medical Practitioner;
- 2. confirmatory investigations including but not limited to clinical, radiological, histological and laboratory evidence; and
- 3. if the Insured event requires a surgical procedure to be performed the procedure must be the usual treatment for the condition and be Medically Necessary.

We must be satisfied with the proof of the occurrence of any insured event. We reserve the right to require the Insured to undergo an examination or other reasonable tests to confirm the occurrence of an insured event.

All certificates, information and evidence required by Us will be furnished at the expense of the claimant.

The Insured shall, at Our request and expense, submit to a medical examination by a designated Medical Practitioner in Hong Kong, when and so often as We may reasonably require.

#### 6.4 **Abandoned Claims**

If We decline any claim under this Policy and the Policy Owner does not initiate any legal action in respect of such claim within twelve (12) calendar months from the date of such decline, the claim for all purposes shall be deemed abandoned and shall not thereafter be recoverable.



# 7. Termination Provisions

This Policy will automatically end on the earliest of the following:

- 1. The death of the Insured;
- 2. The Expiry Date of this Policy;
- 3. The date of Policy surrender. Such date is determined in accordance with Our applicable rules and regulations in relation to Policy surrender;
- 4. On the premium due date, if the Policy Owner has not paid the premium within the thirty (30)-day grace period; and
- 5. The Total Claims paid and / or payable reach one hundred percent (100%) of the Initial Sum Insured (except when Big 3 Diseases Benefit is payable, this Policy will be terminated when Additional Medical Coverage for Big 3 Diseases has been paid or terminated in accordance with Clause 4.5).



# 8. Obligation to Provide Information

The Policy Owner acknowledges that We and/or Our affiliates are obliged to comply with legal and/or regulatory requirements in various jurisdictions as promulgated and amended from time to time, such as the United States Foreign Account Tax Compliance Act, and the automatic exchange of information regime ("AEOI") followed by the Inland Revenue Department (the "Applicable Requirements"). These obligations include providing information of clients and related parties (including personal information) to relevant local and international authorities and/or to verify the identity of the clients and related parties. In addition, Our obligations under the AEOI are to:

- 1. identify accounts as non-excluded "financial accounts" ("NEFAs");
- 2. identify the jurisdiction(s) in which NEFA-holding individuals and NEFA-holding entities reside for tax purposes;
- 3. determine the status of NEFA-holding entities as "passive non-financial entities (NFEs)" and identify the jurisdiction(s) in which their controlling persons reside for tax purposes;
- 4. collect information on NEFAs ("Required Information") which is required by various authorities; and
- furnish Required Information to the Inland Revenue Department.

Policy Owner has to provide a copy of his/her identification document to Us within thirty (30) days from the Commencement Date, otherwise this Policy will be suspended and refrained from carrying out further transactions. The Policy Owner agrees that from time to time We shall have the right to request from the Policy Owner, and disclose to relevant authority(ies), various information about the Policy Owner, the Beneficiary and this Policy as required under Applicable Requirements for the following purposes:

- 1. for Us to issue this Policy to the Policy Owner;
- 2. for Us to provide benefits available to the Policy Owner and / or the Beneficiary under the terms of this Policy; and / or
- 3. for this Policy to remain in force in accordance with its terms.

In addition, the Policy Owner agrees to notify Us in writing within thirty (30) days if there is any change to any of the information previously provided to Us that relates to Our legal obligations under this clause (whether at time of application or at any other time).

If the Policy Owner does not provide such information within the time period as reasonably requested by Us, notwithstanding any other provisions of this Policy, We shall be entitled to, to the extent permitted by Applicable Requirements:

- 1. report this Policy and/or information about the Policy Owner and/or the Beneficiary to relevant authority(ies);
- 2. terminate this Policy and refund any premium and any insurance levy paid, after deducting any benefits we have paid, and any amounts owed to us; or
- 3. take any such other action as may be reasonably required including but not limited to making adjustments to the values, balances, benefits or entitlements under this Policy.

Prior to the expiry of such time period and notwithstanding any other provisions of this Policy, We shall have the sole discretion to suspend or defer any transaction or provision of any services to the Policy Owner under this Policy, including the payment of any benefit, if any information reasonably requested by Us under Applicable Requirements remains outstanding.

## **Appendix 1: List of Diseases Covered**

# Big 3 Diseases covered in MyCover Critical Illness Plan

- Cancer
- Heart Attack
- Stroke

# Carcinoma-in-situ or Early Stage Malignancy of Specific Organs covered in MyCover Critical Illness Plan

- Carcinoma-in-situ of Specific Organs (all organs except skin, including but not limited to the organs listed below)
  - a) Breast
  - b) Cervix Uteri
  - c) Colon and Rectum
  - d) Fallopian Tube
  - e) Lung
  - f) Liver
  - g) Nasopharynx
  - h) Ovary
  - i) Pancreas
  - j) Penis
  - k) Stomach and Esophagus
  - I) Testis
  - m) Urinary Tract (for the purpose of in-situ cancers of the bladder, stage Ta of papillary carcinoma is included)
  - n) Uterus
  - o) Vagina

- Early Stage Malignancy of Specific Organs
  - a) Chronic Lymphocytic Leukaemia
  - b) Prostate
  - c) Thyroid
  - d) Non Melanoma Skin Cancer

# Crises covered in MyCover Critical Illness Plan

# Diseases related to Organ Failure

- Aplastic Anaemia
- Chronic Liver Disease
- Chronic Lung Disease
- End Stage Lung Disease (including Chronic Obstructive Lung Disease, Severe Bronchiectasis and Severe Emphysema)
- Fulminant Hepatitis
- HIV Due to Blood Transfusion

- Major Organ Transplantation (lung, pancreas, liver, bone marrow)
- Medullary Cystic Disease
- Occupationally Acquired HIV
- Severe Pulmonary Fibrosis
- Severe Systemic Lupus Erythematosus
- (S.L.E.) with Lupus Nephritis
- Surgical Removal of One Lung

# **Diseases related to Circulatory System**

- Cardiomyopathy
- Coronary Artery Disease Surgery
- Eisenmenger's Syndrome
- Heart Valve Surgery
- Infective Endocarditis

- Kidney Failure
- Major Organ Transplantation (kidney, heart)
- Other Serious Coronary Artery Disease
- Primary Pulmonary Arterial Hypertension
- Surgery to Aorta

# **Diseases related to Nervous System**

- Alzheimer's Disease
- Apallic Syndrome
- Bacterial Meningitis
- Benign Brain Tumour
- Blindness
- Creutzfeld-Jacob Disease
- Encephalitis
- Loss of Hearing
- Major Head Trauma
- Motor Neurone Disease

- Multiple Sclerosis
- Muscular Dystrophy
- Paralysis
- Parkinson's Disease
- Poliomyelitis
- Progressive Bulbar Palsy
- Progressive Muscular Atrophy
- Progressive Supranuclear Palsy
- Severe Myasthenia Gravis

#### **Other Diseases**

- Amputation of Feet due to Complication from Diabetes Mellitus
- Chronic Adrenal Insufficiency
- Chronic Relapsing Pancreatitis
- Coma
- Crohn's Disease
- Ebola
- Elephantiasis
- Loss of Independent Existence

- Loss of Limbs
- Loss of Speech
- Major Burns
- Necrotizing Fasciitis
- Pheochromocytoma
- Severe Osteoporosis
- Severe Rheumatoid Arthritis
- Systemic Sclerosis
- Terminal Illness
- Ulcerative Colitis

# **Appendix 2: Definition of Big 3 Diseases**

## **Cancer**

- (a) Any malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue; or
- (b) Any occurrence of histologically confirmed leukemia, lymphoma or sarcoma.

The following tumours are excluded:

- (i) Tumours showing the malignant changes of carcinoma in situ (including cervical dysplasia CIN-1, CIN-2 and CIN-3) or which are histologically described as pre-malignant;
- (ii) All skin cancers, unless there is evidence of metastases or the tumour is a malignant melanoma of greater than 1.5mm maximum thickness as determined by histological examination using the Breslow method;
- (iii) Prostate cancers which are histologically described as TNM Classification T1(a) or T1(b), or are of another equivalent or lesser classification;
- (iv) Papillary micro-carcinoma of the thyroid;
- (v) Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification; and
- (vi) Chronic lymphocytic leukaemia less than RAI Stage I or Binet Stage A-I.

#### **Heart Attack**

The death of a portion of the heart muscle arising from inadequate blood supply to the relevant area. The diagnosis must be supported by all of the following:

- (a) a history of typical chest pain;
- (b) new electrocardiogram (ECG) changes indicating acute myocardial infarction; and
- (c) elevation of cardiac enzymes CK-MB or cardiac troponin T/I > 0.5 ng/ml.

Provided other criteria are met but cardiac enzymes are not available, echocardiographic proof of death of a portion of the heart muscle with the evidence of reduction in left ventricular ejection fraction of less than fifty percent (50%) or significant hypokinesia, akinesia, or wall motion abnormalities consistent with a heart attack having occurred will be considered.

The evidence must show a definite acute myocardial infarction. Other acute coronary syndromes including but not limited to angina are excluded.

#### Stroke

Any cerebrovascular incident including infarction of brain tissue, cerebral and subarachnoid haemorrhage, cerebral embolism and cerebral thrombosis. The diagnosis must be supported by all of the following conditions:

- (a) evidence of permanent neurological damage confirmed by a consultant neurologist at least four (4) weeks after the event; and
- (b) findings on Magnetic Resonance Imaging, Computerised Tomography, or other reliable imaging techniques consistent with the diagnosis of a new stroke.

The following are excluded:

- (a) Transient Ischaemic Attacks;
- (b) vascular disease affecting the eye or optic nerve; and
- (c) ischaemic disorders of the vestibular system.



## Appendix 3: Definition of Carcinoma-in-situ or Early Stage Malignancy of Specific Organs

# 1-Carcinoma-in-situ of Specific Organs

Carcinoma-in-situ shall mean a histologically proven, localized pre-invasion lesion where cancer cells have not yet penetrated the basement membrane or invaded (in the sense of infiltrating and / or actively destroying) the surrounding tissues or stroma in all organs except skin, including but not limited to any one of the following covered organ groups, and subject to any classification stated:

- (a) Breast, where the tumour is classified as TIS according to the TNM Staging method;
- (b) Colon and rectum;
- (c) Liver:
- (d) Lung;
- (e) Nasopharynx;
- (f) Ovary and/or fallopian tube, where the tumour is classified as TIS according to the TVM Staging method or FIGO\* Stage 0;
- (g) Pancreas;
- (h) Penis;
- (i) Stomach and esophagus;
- (j) Testis;
- (k) Urinary tract, for the purpose of in-situ cancers of the bladder, stage Ta of papillary carcinoma is included;
- (l) Uterus, where the tumour is classified as TIS according to the TNM Staging method; or cervix uteri, classified as cervical intraepithelial neoplasia grade III (CIN III) or carcinoma in situ (CIS); or
- (m) Vagina or vulva, where the tumour is classified as TIS according to the TNM Staging method or FIGO\* Stage 0.

For purposes of this Policy, Carcinoma-in-situ must be confirmed by a biopsy.

\* FIGO refers to the staging method of the Federation Internationale de Gynecologie et d'Obstetrique.

## 2-Early Stage Malignancy of Specific Organs

Early Stage Malignancy shall mean the presence of one (1) of the following malignant conditions:

- (a) Papillary micro-carcinoma of the thyroid;
- (b) Tumour of the prostate histologically classified as T1a or T1b according to the TNM classification system;
- (c) Chronic lymphocytic leukaemia classified as RAI Stage I or Binet Stage A-1; or
- (d) Non melanoma skin cancer of maximum thickness of 1.5mm or less as determined by histological examination using the Breslow method.

The Diagnosis must be based on histopathological features and confirmed by a Medical Practitioner.

Pre-malignant lesions and conditions, unless listed above, are excluded.

## **Appendix 4: Definition of Crisis**

#### Diseases related to Organ Failure

# 1-Aplastic Anaemia

Chronic persistent bone marrow failure which results in anaemia, neutropenia and thrombocytopenia requiring treatment with at least one (1) of the following:

- (a) blood product transfusion;
- (b) marrow stimulating agents;
- (c) immunosuppressive agents; or
- (d) bone marrow transplantation.

#### 2-Chronic Liver Disease

End stage liver failure with increasing jaundice that in general medical opinion will not improve in future and resulting in either ascites or encephalopathy.

Liver disease secondary to alcohol or drug abuse is excluded.

#### **3-Chronic Lung Disease**

The Diagnosis of interstitial fibrosis requiring at least intermittent oxygen therapy and showing consistent reduction in FEV1 of one (1) litre or less under appropriate medication. Diagnosis, severity and test results must be confirmed by a Medical Practitioner.

# 4-End Stage Lung Disease (including Chronic Obstructive Lung Disease, Severe Bronchiectasis and Severe Emphysema)

The final or end stage of lung disease, causing chronic respiratory failure, as demonstrated by all of the following:

- (a) FEV1 test results consistently less than one (1) litre;
- (b) Requiring permanent supplementary oxygen therapy for hypoxemia;
- (c) Arterial blood gas analyses with partial oxygen pressures of 55mmHg or less (PaO2 ≤ 55mmHg); and
- (d) Dyspnea at rest.

The diagnoses must be confirmed by a pulmonologist.

# 5-Fulminant Hepatitis

A sub-massive to massive necrosis of the liver by a Hepatitis virus, leading precipitously to liver failure. The diagnosis in respect of this disease must be based on the meeting of all of the following criteria:

(a) A rapidly decreasing liver size;

- (b) Necrosis involving entire lobules, leaving only a collapsed reticular framework; and
- (c) Rapid deterioration of liver function tests.

Evidence of the following must be produced:

- (a) Liver function test to show massive parenchymal liver disease; and
- (b) Objective signs of portasystemic encephalopathy.

#### 6-HIV Due to Blood Transfusion

The Insured being infected by HIV provided that:

- (a) The infection is due to a blood transfusion received after commencement of the policy; and
- (b) The institution which provided the transfusion admits liability or there is a final court verdict that cannot be appealed indicating such liability; and
- (c) The infected Insured is not a haemophiliac.

This benefit will not apply in the event that any medical cure is found for AIDS or the effects of the HIV virus or a medical treatment is developed that results in the prevention of the occurrence of AIDS.

Infection in any other manner, including infection as a result of sexual activity or intravenous drug use is excluded. The insurer must have open access to all blood samples and be able to obtain independent testing of such blood samples.

# 7-Major Organ Transplantation (lung, pancreas, liver, bone marrow)

The actual undergoing of a transplant of the lung, pancreas, liver or bone marrow as a recipient. Inclusion on an official organ transplant waiting list, for any of the above organs, also qualifies for benefits. The transplant must be Medically Necessary and based on objective confirmation of organ failure.

# 8-Medullary Cystic Disease

A hereditary kidney disorder characterised by gradual and progressive loss of kidney function because of cysts in the kidney medulla.

Diagnosis must be supported by imaging evidence of multiple medullary cysts with cortical atrophy.

#### 9-Occupationally Acquired HIV

Infection with the Human Immunodeficiency Virus (HIV) where the virus is acquired as the result of:

- (a) An injury occurring during the course of the Insured's normal occupation; or
- (b) Occupational handling of blood or other body fluids.

The following conditions must be fulfilled for a valid claim:

- (a) The infection must have incurred while the Insured worked in his/her profession;
- (b) The Insured must provide the negative result of a test for HIV-virus or antibodies to HIV virus that was made within five (5) days after the reported incident; and

(c) HIV virus or HIV antibodies must be proven within twelve (12) months after the incident.

#### 10-Severe Pulmonary Fibrosis

Severe and diffuse type of pulmonary fibrosis requiring extensive and permanent oxygen therapy at least eight (8) hours per day.

The diagnosis must be confirmed with lung biopsy and by a Specialist in respiratory medicine.

#### 11-Severe Systemic Lupus Erythematosus (S.L.E.) with Lupus Nephritis

Systemic Lupus Erythematosus (S.L.E.) with Lupus Nephritis means an autoimmune illness in which tissues and cells are damaged by deposition of pathogenic autoantibodies and immune complexes.

The diagnosis of S.L.E. with Lupus Nephritis will be based on the following conditions:

- (1) Clinically there must be at least four (4) out of the following presentations suggested by The American College of Rheumatology:
  - 1.1 Malar rash;
  - 1.2 Discoid rash;
  - 1.3 Photosensitivity;
  - 1.4 Oral ulcers;
  - 1.5 Arthritis;
  - 1.6 Serositis;
  - 1.7 Renal disorder;
  - 1.8 Leukopenia ( $<4,000/\mu$ L), or Lymphopenia ( $<1,500/\mu$ L), or Haemolytic anaemia, or Thrombocytopenia ( $<100,000/\mu$ L); or
  - 1.9 Neurological disorder;

AND

- (2) two (2) or more of the following tests being positive:
  - 2.1 Anti-nuclear Antibodies;
  - 2.2 L.E. cells;
  - 2.3 Anti-DNA; or
  - 2.4 Anti-Sm (Smith IgG Autoantibodies);

AND

(3) There is lupus nephritis causing impaired renal function with a creatinine clearance rate of thirty (30) ml per minute or less.

We reserve the right to change this definition from time to time to reflect the changes in qualitative or quantitative medical categorization of this disease so as to give effect to the original intent of this definition.

## 12-Surgical Removal of One Lung

Complete surgical removal of the entire right or entire left lung necessitated by an illness or accident of the Insured. The surgery must be certified to be Medically Necessary by a Medical Practitioner who is a pulmonologist or thoracic surgeon.

#### Diseases related to Circulatory System

#### 1-Cardiomyopathy

Impaired ventricular function of variable aetiology, resulting in permanent and irreversible physical impairments to the degree of at least Functional Class 4 of the New York Heart Association Functional Classification of Cardiac Impairment. The diagnosis must be confirmed by a consultant cardiologist and supported by the appropriate test results including echocardiography.

Cardiomyopathy caused by alcohol or drug abuse is specifically excluded.

Class 4 of the New York Heart Association Classification of cardiac impairment means that the patient is symptomatic during ordinary daily activities despite the use of medication and dietary adjustment, and there is evidence of abnormal ventricular function on physical examination & laboratory studies.

## 2-Coronary Artery Disease Surgery

The actual undergoing of open-chest surgery to correct or treat coronary artery disease (CAD) by way of coronary artery by-pass grafting.

Angioplasty and all other intra-arterial, catheter-based techniques, keyhole or laser procedures, are excluded.

# 3-Eisenmenger's Syndrome

Eisenmenger's Syndrome shall mean the occurrence of a reversed or bidirectional shunt as a result of pulmonary hypertension, caused by a heart disorder.

All of the following criteria must be met:

- (a) Presence of permanent physical impairment classified as NYHA IV; and
- (b) The diagnosis of Eisenmenger's Syndrome and the level of physical impairment must be confirmed by a Medical Practitioner who is a cardiologist.

#### 4-Heart Valve Surgery

Open heart valve surgery requiring median sternotomy, performed to replace or repair one (1) or more heart valves, as a consequence of defects that cannot be repaired by intra arterial catheter procedures alone. The surgery must be performed after a recommendation by a consultant cardiologist.

#### 5-Infective Endocarditis

Infective Endocarditis shall mean inflammation of the inner lining of the heart caused by infectious organisms.

All of the following criteria must be met:

- (a) Positive result of the blood culture proving presence of the infectious organism;
- (b) Presence of at least moderate valve incompetence (means regurgitant fraction of twenty percent (20%) or above) or moderate valve stenosis (means valve area of thirty percent (30%) or less of normal value) attributable to Infective Endocarditis; and
- (c) The diagnosis of Infective Endocarditis and the severity of valvular impairment must be confirmed by a Medical Practitioner who is a cardiologist.

#### 6-Kidney Failure

End stage renal failure presenting chronic irreversible failure of both kidneys to function, as a result of which regular renal dialysis is initiated, or renal transplant is carried out.

#### 7-Major Organ Transplantation (kidney, heart)

The actual undergoing of a transplant of the heart or kidney as a recipient. Inclusion on an official organ transplant waiting list, for any of the above organs, also qualifies for benefits. The transplant must be Medically Necessary and based on objective confirmation of organ failure.

# 8-Other Serious Coronary Artery Disease

Severe coronary artery disease in which at least three (3) major coronary arteries are individually occluded by a minimum of sixty percent (60%) or more, as proven by coronary angiogram only (non-invasive diagnostic procedures excluded).

For purposes of this definition, "major coronary artery" refers to any of the left main stem artery, left anterior descending artery, circumflex artery and right coronary artery (but not including their branches).

# 9-Primary Pulmonary Arterial Hypertension

Primary Pulmonary Hypertension is the pathological increase of pulmonary pressure due to structural, functional or circulatory disturbances of the lung leading to right ventricular enlargement. The disease must result in permanent irreversible physical impairment to the degree of at least Class 4 of the New York Heart Association Classification of cardiac impairment.

Class 4 of the New York Heart Association Classification of cardiac impairment means that the patient is symptomatic during ordinary daily activities despite the use of medication and dietary adjustment, and there is evidence of abnormal ventricular function on physical examination & laboratory studies.

#### 10-Surgery to Aorta

Means the actual undergoing of surgery via thoracotomy or laparotomy to repair or correct an aortic aneurysm, an obstruction of the aorta, a coarctation of the aorta or a traumatic rupture of the aorta. For the purpose of this definition aorta shall mean the thoracic and abdominal aorta but not its branches.

Surgery performed using only minimally invasive or intra arterial techniques are excluded.

#### Diseases related to Nervous System

#### 1-Alzheimer's Disease

Progressive deterioration or loss of intellectual capacity or abnormal behavior as evidenced by the clinical state and accepted standardized questionnaires or tests arising from Alzheimer's Disease or irreversible organic degenerative brain disorders, excluding neurosis, psychiatric illness and any drug or alcohol related organic disorder, resulting in significant reduction in mental and social functioning requiring the continuous care and supervision of the Insured. The diagnosis must be clinically confirmed by an appropriate consultant.

## 2-Apallic Syndrome

Universal necrosis of the brain cortex, with the brainstem remaining intact. Diagnosis must be confirmed by a neurologist and condition must be documented for at least one (1) month.

## **3-Bacterial Meningitis**

Bacterial meningitis causing inflammation of the membranes of the brain or spinal cord resulting in permanent neurological deficit. Confirmation of bacterial infection in cerebrospinal fluid by lumbar puncture is required. Permanent functional neurological impairment lasting for a minimum period of thirty (30) days has to be confirmed by a consultant neurologist.

#### 4-Benign Brain Tumour

A non-cancerous tumour in the brain or meninges within the cranium, giving rise to characteristic signs of increased intra-cranial pressure such as papilloedema, mental symptoms, seizures and sensory impairment. The presence of the underlying tumour must be confirmed by imaging studies such as CT scan or MRI.

The following are excluded:

- (a) cysts;
- (b) granulomas;
- (c) malformations in, or of, the arteries or veins of the brain;
- (d) haematomas;
- (e) tumours in the pituitary gland or spine; and
- (f) tumours of the acoustic nerve.

## 5-Blindness

Total and irreversible loss of sight in both eyes as a result of illness or injury. The blindness must be confirmed by a Medical Practitioner who is an ophthalmologist.

# 6-Creutzfeld-Jacob Disease (CJD)

The occurrence of Creutzfeld-Jacob Disease or Variant Creutzfeld-Jacob Disease which is characterised by rapidly progressive dementia and directly in the Insured's permanent inability to perform at least two (2) of the ADLs.

The diagnosis must be made by Specialist with appropriate testing such as electroencephalogram (EEG) with result of a specific type of abnormality in CJD and magnetic resonance imaging (MRI) showing specificity of brain degeneration.

Other common causes of dementia should be ruled out by a spinal tap. Disease caused by human growth hormone treatment is excluded.

# 7-Encephalitis

Severe inflammation of brain substance which results in significant and permanent neurological deficit lasting at least thirty (30) days as certified by a Medical Practitioner specialising in neurology.

## 8-Loss of Hearing

Means irrecoverable loss of hearing in both ears, with an auditory threshold of more than eighty (80) decibels in all frequencies, as a result of sickness or injury.

Only Insured aged three (3) (age next birthday) or above on first diagnosis is eligible to receive a benefit under this disease.

## 9-Major Head Trauma

Accidental head injury causing significant and permanent functional impairment which has lasted for a minimum period of three (3) months from the date of the trauma or injury. The resultant significant permanent functional impairment must be confirmed by a neurologist.

## 10-Motor Neurone Disease

Motor neurone disease supported by definitive evidence of appropriate and relevant neurological signs that has persisted for at least ninety (90) days. The diagnosis must be made by a Medical Practitioner as progressive and supported by appropriate investigations.

## **11-Multiple Sclerosis**

A disease due to demyelination of neurological brain tissue. A consultant neurologist must make a diagnosis of Clinically Definite Multiple Sclerosis. The diagnosis must be supported by all of the following:

- (a) Investigations which unequivocally confirm the diagnosis to be Multiple Sclerosis;
- (b) Multiple neurological deficits which occurred over a continuous period of at least six (6) months; and
- (c) Well documented history of exacerbations and remissions of said symptoms or neurological deficits.

# **12-Muscular Dystrophy**

The diagnosis of muscular dystrophy confirmed by a consulting neurologist, and based on a combination of all of the following:

- (a) Clinical presentation including absence of sensory disturbance, normal cerebrospinal fluid and mild tendon reflex reduction;
- (b) Characteristic electromyogram; and
- (c) Clinical suspicion confirmed by muscle biopsy.

#### 13-Paralysis

The total loss of function of two or more limbs due to injury or disease of the spinal cord or brain, where such functional loss is considered to be permanent by a neurologist.

## 14-Parkinson's Disease

Unequivocal diagnosis of Parkinson's Disease by a consulting neurologist where the condition:

- (a) cannot be controlled with medication;
- (b) shows signs of progressive impairment; and
- (c) must result in the permanent inability to perform, without assistance, at least three (3) of the six (6) Activities of Daily Living.

Only idiopathic Parkinson's Disease is covered. Drug-induced or toxic causes of Parkinsonism are excluded.

# 15-Poliomyelitis

Infection with the polio virus leading to paralytic disease as evidenced by impaired motor function or respiratory weakness that has persisted for at least ninety (90) days.

Poliomyelitis not involving paralysis is excluded. Other causes of paralysis are specifically excluded.

#### 16-Progressive Bulbar Palsy

Neurological disorder with paralysis in the head region, difficulties in chewing and swallowing, problems in speaking, persistent signs of involvement of the spinal nerves and the motor centres in the brain and spastic weakness and atrophy of the muscles of the extremities. The disease must be unequivocally diagnosed by a consultant neurologist. These conditions have to be medically documented for at least three (3) months.

#### 17-Progressive Muscular Atrophy

Confirmation of definitive diagnosis of Fried-Emery, Kugelberg-Welander, Aran-Duchenne or Vulpian-Bernhardt Muscular Atrophy by a consultant neurologist. The diagnosis must be supported by muscle biopsy and CPK estimates. These conditions have to be medically documented for at least three (3) months.

#### 18-Progressive Supranuclear Palsy

Progressive Supranuclear Palsy shall mean a degenerative neurological disease characterised by supranuclear gaze paresis, pseudobulbar palsy, axial rigidity and dementia.

The diagnosis of Progressive Supranuclear Palsy must be confirmed by a Medical Practitioner who is a neurologist.

#### 19-Severe Myasthenia Gravis

Severe Myasthenia Gravis shall mean an acquired autoimmune disorder of neuromuscular transmission leading to fluctuating muscle weakness and fatiguability.

All of the following criteria must be met:

- (a) Presence of muscle weakness categorized as Class III, IV or V according to the Myasthenia Gravis Foundation of America Clinical Classification below; and
- (b) The diagnosis of Myasthenia Gravis and categorization must be confirmed by a Medical Practitioner who is a neurologist.

Myasthenia Gravis Foundation of America Clinical Classification:

Class I: Any eye muscle weakness, possible ptosis, no other evidence of muscle weakness elsewhere

Class II: Eye muscle weakness of any severity, mild weakness of other muscles

Class III: Eye muscle weakness of any severity, moderate weakness of other muscles

Class IV: Eye muscle weakness of any severity, severe weakness of other muscles

Class V: Intubation needed to maintain airway

## **Other Diseases**

# 1-Amputation of Feet due to Complication from Diabetes Mellitus

Diabetic neuropathy and vasculitis resulting in the amputation of both feet at or above ankle as advised by a Specialist in diabetology as the only means to maintain life. Amputation of toe or toes, or any other causes for amputation shall not be covered.

## 2-Chronic Adrenal Insufficiency

Chronic Adrenal Insufficiency shall mean a chronic disorder of the adrenal glands resulting in insufficient secretion of steroid hormones.

All of the following criteria must be met:

- (a) Continuous hormone replacement therapy has been instituted and the therapy is expected to last for the whole life of the Insured; and
- (b) The diagnosis of Chronic Adrenal Insufficiency must be confirmed by a Medical Practitioner who is an endocrinologist.

## 3-Chronic Relapsing Pancreatitis

More than three (3) attacks of pancreatitis resulting in pancreatic dysfunction causing malabsorption needing enzyme replacement therapy.

The diagnosis must be made by a gastroenterologist and confirmed by Endoscopic Retrograde Cholangio Pancreatography (ERCP).

Chronic Relapsing Pancreatitis caused by alcohol use is excluded.

## 4-Coma

A state of unconsciousness with no reaction to external stimuli or internal needs which:

- (a) Requires the use of life support systems for a continuous period of at least ninety-six (96) hours; and
- (b) Results in permanent neurological deficit with persisting clinical symptoms.

For the above definition, the following is not covered:

(a) Coma secondary to alcohol or drug abuse.

## 5-Crohn's Disease

Crohn's Disease is a chronic granulomatous inflammatory disease of the intestine. The diagnosis must be confirmed by characteristic histopathological features.

The disease must have resulted in at least one (1) of the following intestinal complications:

- (a) Fistula Formation (Excluding Fistula-in-ano);
- (b) Obstruction; or
- (c) Perforation (not caused by an intervention).

# 6-Ebola

Infection with the Ebola virus where the following conditions are met:

- (a) presence of the Ebola virus has been confirmed by laboratory testing;
- (b) there are ongoing complications of the infection persisting beyond thirty (30) days from the onset of symptoms; and
- (c) the infection does not result in death.

#### 7-Elephantiasis

The result and complication of filariasis, characterised by massive swelling in the tissues of the body as a result of obstructed circulation in lymphatic vessels. Unequivocal diagnosis of elephantiasis must be clinically confirmed by an appropriate Specialist, including laboratory confirmation of microfilariae, and must be supported by Our medical adviser.

The benefit does not cover Lymphoedema caused by infection with a sexually transmitted disease, trauma, postoperative scarring, congestive heart failure, or congenital lymphatic system abnormalities.

# **8-Loss of Independent Existence**

Inability to perform at least three (3) of the Activities of Daily Living as defined in the Policy (either with or without the use of mechanical equipment, special devices or other aids or adaptations in use for disabled persons) for a continuous period of at least six (6) months and leading to a permanent inability to perform the same. For the purpose of this definition, the word "permanent" shall mean beyond the hope of recovery with current medical knowledge and technology. The Diagnosis of Loss of Independent Existence must be confirmed by a Medical Practitioner.

For Insured aged five (5) (age next birthday) or below at first diagnosis, the benefit is payable if the inability to perform two (2) out of six (6) ADLs persist till five (5) years old (age next birthday).

All psychiatric related causes are excluded.

#### 9-Loss of Limbs

Complete severance of two (2) or more limbs above the wrist or ankle as a result of accident or disease.

# 10-Loss of Speech

Total and irrecoverable loss of the ability to speak due to physical damage to the vocal cords which must be established for a continuous period of three (3) months. Medical evidence is to be supplied by an appropriate Specialist and to confirm injury or disease to the vocal cords.

#### 11-Major Burns

Means tissue injury causing third degree or full thickness burns to at least twenty percent (20%) of the body surface area.

# **12-Necrotizing Fasciitis**

Necrotizing Fasciitis shall mean a quickly progressing infection of soft-tissue that starts in the subcutaneous tissue spreading along the fascial planes.

All of the following criteria must be met:

- (a) Aggressive surgical debridement has been carried out to remove all the necrotic tissue; and
- (b) The diagnosis of Necrotizing Fasciitis must be confirmed by a Medical Practitioner.

#### 13-Pheochromocytoma

Pheochromocytoma shall mean a neuroendocrine tumor of the adrenal or extra-adrenal chromaffin tissue resulting in excessive secretion of catecholamines.

All of the following criteria must be met:

- (a) Surgical removal of the tumor must have been performed; and
- (b) The diagnosis of Pheochromocytoma must be confirmed by a Medical Practitioner who is an endocrinologist.

# **14-Severe Osteoporosis**

Osteoporosis is a degenerative bone disease that results in loss of bone. The diagnosis must be supported by a bone density reading which satisfies the World Health Organization (WHO) definition of osteoporosis with a bone density reading T-score of less than -2.5. There must also be a history of three (3) or more osteoporotic fractures involving femur, wrist or vertebrae. These fractures must directly cause the Insured's permanent inability to perform at least three (3) of the ADLs.

Coverage for Severe Osteoporosis will automatically cease at age seventy (70) (age next birthday) of the Insured.

# 15-Severe Rheumatoid Arthritis

Widespread joint destruction as a result of severe Rheumatoid Arthritis with major clinical deformity of three (3) or more of the following joint areas:

- (a) hands;
- (b) wrists;
- (c) elbows;
- (d) cervical spine;
- (e) knees; or
- (f) ankles;

The diagnosis must be supported by all the following:

- (a) Morning stiffness;
- (b) Symmetric arthritis;
- (c) Presence of rheumatoid nodules;

- (d) Elevated titres of rheumatoid factors; and
- (e) Radiographic evidence of severe involvement.

The severity of the disease shall be such that there will be at least two (2) of the Activities of Daily Living which the insured will, for a continuous period of at least six (6) months, have been unable to perform without the assistance of another person.

#### 16-Systemic Sclerosis

Systemic Sclerosis shall mean a chronic systemic autoimmune disease characterised by tissue fibrosis, small blood vessel vasculopathy and the development of auto-antibodies.

All of the following criteria must be met:

- (a) Evidence must be provided that at least one (1) of the following organs is involved:
  - (i) esophagus;
  - (ii) lung;
  - (iii) heart; or
  - (iv) kidney;
  - AND
- (b) The diagnosis of Systemic Sclerosis and the organ involvement must be confirmed by a Medical Practitioner who is a Rheumatologist and Immunologist.

# 17 -Terminal Illness

The conclusive diagnosis of an illness that is expected to result in the death of the Insured within twelve (12) months. This diagnosis must be supported by a Specialist and confirmed by Our appointed doctor.

# **18-Ulcerative Colitis**

Ulcerative Colitis shall mean acute Fulminant Ulcerative Colitis with life threatening electrolyte disturbances usually associated with intestinal distention and a risk of intestinal rupture, involving the entire colon with severe bloody diarrhoea and systemic signs and symptoms and for which the treatment is frequently total colectomy and ileostomy. Diagnosis must be based on histopathological features and surgery in the form of colectomy and/or ileostomy should form part of the treatment.

## **Second Medical Opinion Service**

As part of Our promise of care, you are given the access to some of the highest ranked medical institutions in the US through International SOS for a Second Medical Opinion Service once your Big 3 Disease or Crisis (if applicable) claim is approved.

#### What is Second Medical Opinion Service?

The objective of the Second Medical Opinion Service is to meet the public's increasing demands for the best possible medical treatment bearing in mind the continual development of leading edge treatments for major diseases. This is why We offer the Second Medical Opinion Service to Our valuable Insured via International SOS.

Under this distinguished service, the Insured has access to a panel of world-class specialists at leading medical institutions in the US to obtain alternative advice on the Insured's medical condition and confirmation of the diagnosis in the event that the Insured's Big 3 Disease or Crisis (if applicable) claim is approved.

#### **Panel of Second Medical Advice Specialists**

The Panel provides you access to some of the highest ranked medical institutions in the US, together with more than 15,000 leading specialists who practice there, including:

- Harvard Medical School
- Johns Hopkins Hospital, Baltimore
- Massachusetts General Hospital
- Brigham and Women's Hospital, Boston
- Dana-Faber Cancer Institute
- Cedars-Sinai Medical Center, Los Angeles

#### How to seek Second Medical Opinion Service?

When the Insured has been diagnosed with one of the Big 3 Diseases or Crises (if applicable), the Insured is required to follow the instructions below to obtain the Second Medical Opinion Service.

Call International SOS at (852) 3122 2900 and request the Second Medical Opinion Service. Within 24 hours International SOS will confirm membership and whether the medical condition is eligible for the service.

#### **Service Flow**

- 1) Receive "Information Request Form" from International SOS via fax or email. International SOS will advise the medical documents required.
- 2) International SOS will assess the case and reply to the Insured if his/her case is eligible for the service. The Insured needs to complete the **Information Request Form** and send to International SOS together with the relevant medical documents for the Second Medical Opinion Report\*. (via courier or registered mail)
- 3) The Panel of Second Medical Opinion will send an acknowledgement to International SOS after receipt. If additional medical information is required, the Panel of Second Medical Opinion will inform International SOS who will in turn contact the Insured.
- 4) After evaluation, the written Second Medical Opinion report and advice will be faxed/emailed to International SOS within 3-5 US working days depending on the complexity of the report.
- 5) Upon receipt of the Second Medical Opinion report, International SOS will send it to the Insured and his/her treating physician, as required.

If requested, International SOS will arrange transportation, accommodation and admission to the identified treating facility and with a medical escort, if medically necessary.

ALL RELATED COSTS to International SOS WILL BE BORNE BY THE INSURED.

\*Second Medical Opinion Report is US\$850. (The cost may be reviewed from time to time)

The information above is for reference only and none of the above is binding upon Us or International SOS.

The service is provided by International SOS and it is not guaranteed renewable. We shall not be responsible for any act or failure to act on the part of International SOS and the professionals. Details of the services may be revised from time to time without Our prior notice.

#### Note:

- 1) We, the medical panel, International SOS and/ or any of its affiliates, record, share, use and archive your personal data in pursuance of the services being offered to you as well as for their training and quality assurance purposes. The failure to provide the relevant personal data may result in the said service providers being unable to provide the relevant services to you.
- 2) The Second Medical Opinion Service provided to you is purely advisory and recommendatory in nature and is not a substitute for medical services. It is for you and your physician or consulting hospital to decide the appropriate medical course of action to be pursued. The International SOS, and/ or its affiliates and the panel providing the medical opinion do not have any authority or responsibility to determine the benefits/ amounts payable, its eligibility, claim processing etc.



#### **Family Care Services**

As part of the Our promise of care, Insured ("User") will be provided with assistance in making arrangement for various Family Care Services through Aspire Lifestyles ("Aspire") during the reasonable period after Big 3 Diseases Benefit or Crisis Benefit (if applicable) has been paid.

#### What is Family Care Services?

The objective of Family Care Services is to help take care of User's home, especially during the period when User needs to undergo medical treatment and naturally already have plenty of other concerns. Under this distinguished caring offer, Aspire will assist the User in making arrangement for the following services (listed in below table).

## How to seek Family Care Services?

The User can contact Aspire at (852) 3122 2900 anytime to request assistance in making arrangement on the following services (listed in below table).

#### **Scope of Services:**

#### 1. Pet Care Assistance

Aspire will assist the User in making arrangements for the following services:

- (a) Pet grooming services to collect from the User's residence or from the address given by the User to the pet grooming center, and have the pet returned to the requested place.
- (b) Delivery services to arrange for the delivery of pet food and other related pet articles to the User's residence subject to a minimum purchased amount as set forth by the service providers.
- (c) Pet sitting services to arrange for pet sitter to provide daily care to the pet by:
  - (i) giving feedings to the pet; or
  - (ii) walking the pet.
- (d) Pet transportation services to arrange for pet taxi to / from the veterinary.
- (e) Pet lodging services to arrange for pet accommodation upon the User's request.

#### 2. Laundry Pick-up/Drop-off Services

Aspire will assist in arranging on behalf of the User laundry service providers who are able to provide a 'pick-up / drop-off' service from / to the User's home.

#### 3. Home Grocery Delivery

Aspire will assist in the ordering and delivery of non-perishable groceries to the User's home.

#### 4. Massage and Aromatherapy Services

Aspire will assist in the arrangement of a qualified masseur or aromatherapist for home visits to provide a 'spa at home' service for the User's holistic well-being.

# 5. Home Cleaning Assistance

In the event the User requires assistance for carpet cleaning, sofa cleaning, window cleaning, wall tiles or floor tiles cleaning for the home, Aspire shall provide referral information on the service providers to the house as well as their charges. Aspire will arrange for a housecall, if necessary and upon the User's request.

## 6. Elderly Care Assistance

Upon the request of the User, Aspire will assist the User by providing referral information for a registered nurse to provide nursing care to the User at his / her home. Aspire can refer helper to User's home for providing home care after surgery or treatment.

# 7. Baby Sitting Care Assistance

Upon the request of the User, Aspire will assist the User by providing referral information to babysitting agency and information on their charges.

#### 8. Dining reservation and referral assistance

Aspire will assist the User by providing information of restaurants in Hong Kong. If requested by the User and whenever possible Aspire will facilitate in making the reservation on behalf of the User. Aspire can also assist the user in ordering the Chinese soup and have it deliver to the User's home.

The contents hereinabove are for reference only and none of the above is binding upon Us or Aspire.

The service is provided by Aspire and it is not guaranteed renewable. All relevant fees and charges (if any) of this service shall be borne by the User. We shall not be responsible for any act or failure to act on the part of Aspire and / or any of its affiliates. Details of the services may be revised from time to time without Our prior notice.

#### Disclaimer:

- 1) You hereby consent to Us, Aspire and / or any of its affiliates, recording, sharing, using and archiving your personal data in pursuance of the services being offered to you as well as for their training and quality assurance purposes. You agree that failure to provide the relevant personal data may result in the said service providers being unable to provide the relevant services to you.
- 2) You agree that the Family Care Services are provided to you is purely rendered on referral and / or arrangement basis only. We or Aspire shall not be responsible for any third party expenses which shall be the responsibility of the User and all third party expenses are charged on a case-by-case basis.

