

## Zurich Care Critical Illness Insurance PlanNo Claim Refundable Premium Option

## **Policy Provisions**

### **CONTENTS**

- 1. DEFINITIONS
- 2. BENEFIT PROVISIONS
- 3. OWNERSHIP PROVISIONS
- 4. PREMIUM PROVISIONS
- 5. TERMINATION PROVISIONS
- 6. CLAIMS PROVISIONS
- 7. GENERAL PROVISIONS

#### 1. DEFINITIONS

Unless otherwise specified, words and expressions which are capitalized in the Policy Provisions shall have the following meanings:

#### "Accident"

means any sudden, unforeseen and unexpected incident caused by violent external and visible means.

#### "Acquired Immune Deficiency Syndrome" or "AIDS"

the meaning ascribed to such term by the World Health Organization from time to time.

### "Activities of Daily Living"

means the following activities:

- i. Washing: the ability to wash oneself in the bath or shower (including getting in or out of the bath or shower) or wash oneself by any other means;
- ii. Dressing: putting on and taking off all necessary items of clothing without requiring assistance of another person;
- iii. Feeding: all tasks of getting food into the body once it has been prepared without requiring assistance of another person;
- iv. Continence: the ability to voluntarily control bladder and bowel functions so as to maintain personal hygiene;
- Transferring: getting in and out of a chair or bed without requiring any physical assistance; and
- Moving: The ability to move from room to room without requiring any physical assistance.

#### "Advance Payment"

means the amount equivalent to a percentage of the Sum Insured that we pay in advance to the Policyholder in accordance with "Advance Payment for Early Stage Critical Illness Benefit or ICU Benefit" provisions.

#### "Beneficiary(ies)"

mean(s) the person(s) or entity(ies) designated by the Policyholders from time to time to receive the Death Benefit or compassionate death remuneration under the Policy upon the death of the Life Insured.

#### "Benefit(s)"

any Benefit payable by us under this Policy in accordance with the Benefit Provisions of this Policy.

#### "Cancer Drug Benefit"

means the amount payable upon the Life Insured is entitled to this Benefit pursuant to the Benefit Provisions in the Policy Provisions.

### "Compassionate Death Remuneration"

means the amount payable upon the death of the Life Insured if he/she is entitled to Cancer Drug Benefit pursuant to the Benefit Provisions in the Policy Provisions.

#### "Critical Illness"

means any of the Critical Illness listed in the "List of Covered Early Stage Critical Illness" and "List of Covered Major Critical Illness" (refer to clause 2.10 and 2.11 of the Benefit Provisions).

### "Contingent Policyholder"

means the person named by the Policyholder as "Contingent Policyholder" in our prescribed form, who may become the Policyholder pursuant to the "Nomination of Contingent Policyholder" provisions in the Ownership Provisions.

#### "Diagnosed" or "Diagnosis"

means the definitive Diagnosis made by a Registered Medical Practitioner as herein below defined, based upon such specific condition(s) as referred to in this Policy in the definition of the particular Critical Illness concerned or the Life Insured Diagnosed a known/unknown disease or injuries and fulfils all the requirements of ICU Benefit, in the absence of such specific condition(s), based upon radiological, clinical, histological or laboratory evidence acceptable to us.

In case of any dispute or disagreement regarding the appropriateness or correctness of the Diagnosis, we shall have the right to call for an examination, of either the Life Insured or the evidence used in arriving at such Diagnosis, by an independent

acknowledged expert in the field of medicine concerned selected by us and the opinion of such expert as to such Diagnosis shall be binding on both the Life Insured and us.

#### "Death Benefit"

means the amount payable upon the death of the Life Insured pursuant to the Benefit Provisions in the Policy Provisions.

### "Early Stage Critical Illness"

means any of the Critical Illness listed in "List of Covered Early Stage Critical Illness" refer to clause 2.10 pursuant to the Benefit Provisions in the Policy Provisions.

#### "Event"

#### means

- An Accident causing injury that results in one (1) or more claimable Critical Illness or ICU Benefit; or
- ii. An illness that results in one (1) or more claimable Critical Illness or ICU Benefit.

#### "Hospital"

means a legally constituted establishment operating pursuant to the laws of the country in which it is based and which:

- i. Holds a license as a Hospital (if licensing is required in the state or governmental jurisdiction);
- ii. Operates primarily for the reception, care and treatment of sick, ailing or injured persons as inpatients;
- iii. Has twenty-four (24) hours nursing services by registered nurses;
- iv. Has at least one (1) Registered Medical Practitioner in residence available at all times;
- v. Provides organized facilities for Diagnosis and major surgical facilities; and
- vi. Does not include, a rest or convalescent home, hospice, nursing home, or similar establishment or a place for alcoholics or drug addicts or for any similar purpose.

In Mainland China, "Hospital" only includes Hospital that is designated and accepted by us.

#### "ICU Benefit"

means the amount payable upon the Life Insured stay in Intensive Care Unit (ICU) of a Hospital pursuant to the Benefit Provisions in the Policy Provisions.

#### "Life Insured"

means the person whose life is insured under the Policy and is named as the "Life Insured" in the Policy Schedule.

#### "Major Critical Illness"

means any of the Critical Illness listed in "List of Covered Major Critical Illness" refer to clause 2.11 pursuant to the Benefit Provisions in the Policy Provisions.

#### "Medically Necessary"

means in respect of medical treatment and/or service, they are:

- Consistent with the Diagnosis and customary medical treatment for the condition; and
- ii. In accordance with standards of generally accepted medical practice; and
- iii. Not just for the convenience of the Life Insured and his or her relative, or the Registered Medical Practitioner(s).

Experimental and/or unconventional medical technology/procedure performed on the Life Insured are not considered to be Medically Necessary.

#### "Policy"

means the contract between the Policyholder and us, which consists of the (i) Policy Provisions; (ii) Policy Schedule; (iii) application summary with any subsequent amendments, declarations and statements duly made by the Policyholder and/or the Life Insured; and (iv) endorsement(s) (if any) to the Policy Provisions issued by us and duly signed by our authorized signatory from time to time.

#### "Policy Anniversary"

means the same date in each subsequent year as the Policy Date.

#### "Policy Currency"

means the currency as specified in the application summary and in the Policy Schedule. Unless otherwise approved by us, the premiums and benefit payable under the Policy shall be settled in the Policy Currency.

"Policy Date"

means the date specified as "Policy Date" in the Policy Schedule. Policy Date is the due date of the first (1st) regular premium under the Policy.

"Policy Maturity Date"

means the date specified as "Policy Maturity Date" in the Policy Schedule.

"Policy Issue Date"

means the date specified as "Policy Issue Date" in the Policy Schedule. Policy Issue Date is the effective date of the coverage under the Policy.

"Policy Provisions"

means the terms and conditions of "Zurich Care Critical Illness Insurance Plan" for the No Claim Refundable Premium Option herein, which may be amended by way of endorsement(s) (if any) issued by us and duly signed by our authorized signatory from time to time.

### "Policy Reinstatement Date"

means the effective date of the Policy reinstatement by our approval.

"Policy Schedule"

means the document attached to and issued together with the Policy Provisions.

"Policy Term"

means the term during which the life of the Life Insured can be covered under the Policy and specified as the "Policy Term" in the Policy Schedule.

"Policyholder", "you" or "your"

means the person who is the legal owner of the Policy and is named as the "Policyholder" in the Policy Schedule.

"Pre-existing Condition"

means a condition for which medical advice or treatment was recommended by a Registered Medical Practitioner or conditions for which the Life Insured received medical treatment, Diagnosis, consultation or prescribed drugs preceding the Policy Issue Date and the Policy Reinstatement Date (whichever is the latest) of this Policy and which presented signs or symptoms of which the Life Insured was aware or should reasonably have been aware.

"Premium Payment Term"

means the period during which the premium shall continue to be paid for continued coverage under the Policy and specified as "Premium Payment Term" in the Policy Schedule.

"Premium Refund Benefit"

means the amount payable upon the Policy Maturity Date if the Policyholder is entitled to this Benefit pursuant to the Benefit Provisions in the Policy Provisions.

"Registered Medical Practitioner"

means any person qualified by degree in and licensed to practice western medicine who is legally authorized in the geographical area of his practice to render medical or surgical services, but excluding a Registered Medical Practitioner who is the Life Insured himself, a member of the Life Insured's immediate family, the Policyholder or any person related in similar fashion to the Policyholder.

"Surgery"

Surgery for Major Critical Illness means any of the following operative procedures:

- i. Heart Valve Replacement/Repair;
- ii. Surgery for Disease of the Aorta:
- iii. Surgery to Coronary Arteries with By-Pass Grafts; or
- iv. Major Organ Transplant.

Surgery for Early Stage Critical Illness means any of the following operative procedures:

- i. Angioplasty and Other Invasive Treatments for Coronary Artery Disease;
- ii. Cerebral Aneurysm Requiring Surgery;
- iii. Biliary Tract Reconstruction Surgery;
- iv. Liver Surgery (partial hepatectomy);
- v. Chronic Kidney Disease & Surgical Removal of One Kidney; or
- vi. Surgical Removal of either Left or Right Lung.

"Sum Insured"

means the amount shown in the Policy Schedule as "Sum Insured".

Date. The Total Premiums paid will be calculated based on the premium paid after

premium discount (if any) and excluding premium levy.

"Waiting Period" means the period of ninety (90) days after the Policy Issue Date, or the Policy

Reinstatement Date, whichever is the latest.

"we", "our", "us" or "Zurich"

mean(s) Zurich Life Insurance (Hong Kong) Limited.

#### 2. BENEFIT PROVISIONS

#### 2.1 Death Benefit

While the Policy is in force and subject to the terms in the Policy Provisions, if the Life Insured dies during the Policy Term, we shall, upon the receipt of due proof of the death of the Life Insured and any other documents required by us, pay the Death Benefit, which is equivalent to one hundred and ten percent (110%) of the Total Premiums Paid minus any outstanding premium(applicable to 3 years Premium Payment Term) which may be owing under the Policy, to the Beneficiary(ies).

The interest of any joint Beneficiary(ies) who predecease the Life Insured shall accrue to the surviving Beneficiary(ies) in such proportion as they are nominated and if no nomination equally.

If there is no nominated or surviving Beneficiary(ies) at the time of death of the Life Insured, the Death Benefit will be paid in a lump-sum to the Policyholder; or if the Policyholder is deceased, to the Policyholder's estate.

For the avoidance of doubt, Death Benefit shall not be paid in conjunction with the Major Critical Illness Benefit. No Death Benefit shall be payable under the Policy if the Life Insured survives on the Policy Maturity Date, and no Death Benefit shall be payable if the Life Insured dies after the date of lapse or surrender of the Policy.

This Policy will be terminated automatically upon Death Benefit is made, and no Premium Refund Benefit shall be payable.

#### 2.2 Sum Insured

Increase or reduction of the Sum Insured under the Policy is not allowed.

#### 2.3 Major Critical Illness Benefit

While the Policy is in force and subject to the terms in the Policy Provisions, if the Life Insured has been Diagnosed to be suffering from Major Critical Illness or survives the Surgery for a Major Critical Illness, we shall, upon the receipt of due proof of the Diagnosis or the Surgery for a Major Critical Illness and any other documents required by us, pay to Policyholder the Major Critical Illness Benefit, which is equivalent to one hundred percent (100%) of the Sum Insured minus any Advance Payment for Early Stage Critical Illness Benefit or ICU Benefit paid and/or payable and any outstanding premium (applicable to 3 years Premium Payment Term) which may be owing under the Policy. In no event shall Zurich pay both the Death Benefit and the Major Critical Illness Benefit at the same time under this Policy. For the avoidance of doubt, the Major Critical Illness Benefit will not be payable if the Diagnosis of Major Critical Illness for the Life Insured is not reported by the Life Insured or the Policyholder prior to the death of the Life Insured.

Under no circumstances shall this Major Critical Illness Benefit be paid more than once under this Policy throughout the Policy Term. For the avoidance of doubt, if the Life Insured suffers from more than one (1) Major Critical Illness at the same time, only one (1) claim can be made under this Benefit throughout the Policy Term and the sum payable will not exceed one hundred percent (100%) of the Sum Insured.

This Policy will be terminated automatically upon the Major Critical Illness Benefit is made except the Life Insured has a confirmed Diagnosis of Cancer, subject to clause 2.5. In the event that the Major Critical Illness Benefit is paid and/or payable, no Premium Refund Benefit shall be payable.

#### 2.4 Advance payment for Early Stage Critical Illness Benefit or ICU Benefit

While the Policy is in force and subject to the terms in the Policy Provisions and no Major Critical Illness Benefit is paid and/or payable, if the Life Insured has been Diagnosed to be suffering from Early Stage Critical Illness or survives the Surgery for Early Stage Critical Illness or the Life Insured fulfils the requirements of ICU Benefit and has stayed in Intensive Care Unit (ICU) of a Hospital for a consecutive three (3) days or more and Diagnosed with a known/unknown disease or injuries, we shall, upon the receipt of due proof made by a Registered Medical Practitioner of the Diagnosis or the Surgery for Early Stage Critical Illness or the ICU stay and any other documents required by us, pay to Policyholder the Advance Payment for Early Stage Critical Illness Benefit or ICU Benefit, subject to the provisions and limitations as follows in this Policy.

:LI-DCI-PRO-LIT-01992-ET-1223

- (a) We shall pay to Policyholder the Advance Payment for Early Stage Critical Illness Benefit or ICU Benefit in advance which is equivalent to the lesser of the following:
  - Twenty percent (20%) of Sum Insured; or
  - HKD 300.000.

The aggregate amount payable for each of the covered Early Stage Critical Illness Benefit or ICU Benefit shall not exceed HKD 300,000 per Life Insured under all policies of the Zurich Care Critical Illness Insurance Plan issued by us.

- (b) Only one (1) claim can be made under this Advance Payment for Early Stage Critical Illness Benefit or ICU Benefit throughout the Policy Term.
- (c) To fulfil the claim of ICU Benefit, the Life Insured must stayed in an Intensive Care Unit of a Hospital for a consecutive three (3) days or more. The stay must be confirmed as Medically Necessary treatment by a Registered Medical Practitioner. If the Life Insured can be safely and adequately treated in any other facilities, the stay is not considered Medically Necessary. Additionally, the stay must not be related to or must not arise as a direct or indirect result of:
  - A cosmetic treatment performed on the Life Insured unless necessitated by injury caused by an
    Accident and the Life Insured sustains the injury and the cosmetic treatment is approved by us in
    advance within ninety (90) days of the Accident;
  - The Life Insured's pregnancy, surrogacy, childbirth or termination of pregnancy, birth control, infertility or human assisted reproduction, or sterilization of either sexes;
  - Mental disorder, psychological or psychiatric conditions, behavioral problems or personality disorder of the Life Insured;
  - Stay primarily for physiotherapy or for the investigation of signs and/or symptoms with diagnostic imaging, laboratory investigation or other diagnostic procedures; or
  - Experimental and/or unconventional medical technology/procedure/therapy performed on the Life Insured; or novel drugs/medicines/stem cell therapy not yet approved by the government, relevant authorities and recognized medical association in the locality.

For the avoidance of doubt, if the Life Insured fulfills the claim requirements for both the Advance Payment for Early Stage Critical Illness Benefit and the Advance Payment for ICU Benefit arising from a single and same Event, we will only pay the Advance Payment for Early Stage Critical Illness Benefit.

In case the Life Insured is covered by more than one (1) Zurich Care Critical Illness Insurance Plan, the sequence of claim payment under the policies shall be at our sole discretion.

Upon the payment of the Advance Payment for Early Stage Critical Illness Benefit or ICU Benefit, this Advance Payment for Early Stage Critical Illness Benefit or ICU Benefit will be automatically terminated and no Premium Refund Benefit shall be payable.

#### 2.5 Cancer Drug Benefit

While this Policy is in force and within twenty-four (24) months after the Life Insured first confirmed Diagnosis of Cancer, subject to the terms in the Policy Provisions, if the Life Insured has been Diagnosed to be suffering from Cancer and entitled to the Major Critical Illness Benefit, we shall, upon the receipt of due proof of the Cancer drug expenses made by a Registered Medical Practitioner and any other documents required by us, pay to Policyholder the Cancer Drug Benefit, subject to the provisions and limitations as following in this Policy.

- (a) We shall pay to Policyholder the Cancer Drug Benefit which is equivalent to the lesser of the following:
  - Ten percent (10%) of Sum Insured; or
  - HKD 120.000.

The aggregate amount payable for Cancer Drug Benefit under all Zurich Care Critical Illness Insurance Plan issued by us shall not exceed HKD 120,000 per Life Insured under all policies of the Zurich Care Critical Illness Insurance Plan issued by us.

(b) The Cancer drug has been confirmed as Medically Necessary treatment by a Registered Medical Practitioner that any chemotherapy, immunotherapy and targeted therapy for the purpose of Cancer

treatment, and the Cancer drug is listed on the latest Hospital Authority Drug Formulary List for Malignant Disease and Immunosuppression from the Hospital Authority website (www.ha.org.hk).

If the Life Insured dies before the Cancer Drug Benefit reaches the above mentioned limit, a Compassionate Death Remuneration of HKD 5,000 will be paid to the Beneficiary(ies).

In case the Life Insured is covered by more than one (1) Zurich Care Critical Illness Insurance Plan, the sequence of claim payment under the policies shall be at our sole discretion.

The Cancer Drug Benefit shall automatically terminate on the occurrence of the earliest of the following:

- i. upon the Cancer Drug Benefit reaches the maximum payable limit as mentioned in clause 2.5(a);
- ii. 24 months after the first confirmed Diagnosis of Cancer;
- iii. Policy Maturity Date; or
- iv. the death of the Life Insured.

In the event that the Cancer Drug Benefit is paid and/or payable, no Premium Refund Benefit shall be payable.

#### 2.6 Premium Refund Benefit

If the Policy reaches maturity on the Policy Maturity Date and there are no Death Benefit, Major Critical Illness Benefit, Advance Payment for Early Stage Critical Illness Benefit or ICU Benefit, or Cancer Drug Benefit has been paid or become payable, we will pay the Premium Refund Benefit, which is equivalent to one hundred percent (100%) of the Total Premiums Paid, to the Policyholder.

#### 2.7 Benefit Limitations and Restrictions

This Policy only covers the Benefit for the period from the Policy Issue Date until the date before reaching the Policy Maturity Date as shown on Policy Schedule, subject to the terms in the Policy Provisions.

The aggregate of Benefit made hereunder throughout the Policy Term shall not exceed:

- i. one hundred and ten percent (110%) of the Total Premiums Paid payable to Death Benefit; or
- ii. one hundred and ten percent (110%) of the Sum Insured payable to Major Critical Illness Benefit, Advance Payment for Early Stage Critical Illness Benefit or ICU Benefit and Cancer Drug Benefit.

If the Life Insured dies before the Cancer Drug Benefit reaches the limit, a compassionate death remuneration of HKD 5,000 will be paid to the Beneficiary(ies).

Death Benefit, Major Critical Illness Benefit, Premium Refund Benefit and Advance Payment for Early Stage Critical Illness Benefit or ICU Benefit shall not be paid more than once under this Policy throughout the Policy Term. The limitation of Advance Payment for Early Stage Critical Illness or ICU Benefit and Cancer Drug Benefit is subject to the clause 2.4 and 2.5. Once the Death Benefit becomes payable or all other Benefits become payable to the Policyholder pursuant to clause 2.3, 2.4, 2.5 and 2.6 subject to other terms in the Policy Provisions, all of our obligations under this Policy is discharged and we will no longer be liable to pay any Benefit to Policyholder under this Policy.

#### 2.8 Exclusions

No Major Critical Illness Benefit or Advance Payment for Early Stage Critical Illness Benefit or ICU Benefit or Cancer Drug Benefit shall be payable for any claims, directly or indirectly, caused by or arising from any of the following occurrences:

- i. The Critical Illness existed before the Policy Issue Date, or the Policy Reinstatement Date, whichever is the latest;
- Any Pre-existing Conditions from which the Life Insured has been suffering from;
- iii. The Life Insured is Diagnosed with a Critical Illness by a Registered Medical Practitioner, or has shown any signs or symptoms of any Critical Illness disease or physical condition which may be the cause or triggering condition of a Critical Illness within the Waiting Period of ninety (90) days from the Policy Issue Date or the Policy Reinstatement Date, whichever is the latest (except when a Critical Illness is caused by an Accident);
- iv. Suicide or attempted suicide or self-inflicted injuries, whether sane or insane;

- v. Any Acquired Immune Deficiency Syndrome (AIDS), AIDS-related complex or infection by Human Immunodeficiency Virus (HIV), except for AIDS due to blood transfusion or HIV Acquired due to Assault or Occupationally Acquired HIV;
- vi. Any congenital or inherited disorder or developmental condition (only applicable if the disorder gives rise to signs or symptoms or was Diagnosed before the Life Insured reaches age nine (9) (age next birthday) of the Life Insured;
- vii. Narcotics used by the Life Insured unless it is taken as prescribed by a Registered Medical Practitioner, or the Life Insured's abusive use of drugs and/or alcohol;
- viii. Violation or attempted violation of the law or participation in fight or affray or resistance to arrest;
- ix. War, whether declared or undeclared, revolution or any warlike operations;
- x. Entering, exiting, operation, being transported, or in any way engaging in air travel except as a fare paying passenger in any aircraft operated by a commercial passenger airline on a regular scheduled passenger trip over its established passenger route.

#### 2.9 List of Covered Early Stage Critical Illness

1. Angioplasty and Other Invasive Treatments for Coronary Artery Disease

Angioplasty or Endarterectomy for Carotid Arteries shall mean the treatment of stenosis of fifty percent (50%) or above, as proven by angiographic evidence, of one (1) or more carotid arteries. Both criteria (a) and (b) below must be met:

- (a) Either:
  - i. Actual undergoing of endarterectomy to alleviate the symptoms; or
  - ii. Actual undergoing of an endovascular intervention such as angioplasty and/or stenting or atherectomy to alleviate the symptoms; and
- (b) The Diagnosis and Medically Necessary of the treatment must be confirmed by a Registered Medical Practitioner who is a specialist in the relevant field.

#### 2. Carcinoma-in-situ

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 any one (1) of the following covered Organ Groups, and subject to any classification stated:

- (a) Breast, where the tumor is classified as TIS according to the TNM Staging method;
- (b) Uterus, where the tumor 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);
- (c) Ovary and/or fallopian tube, where the tumor is classified as TIS according to the TNM Staging method or FIGO\* Stage 0;
- (d) Vagina or vulva, where the tumor is classified as TIS according to the TNM Staging method or FIGO\* Stage 0;
- (e) Colon and rectum;
- (f) Penis:
- (g) Testis;
- (h) Lung;
- (i) Liver;
- (j) Stomach and esophagus;
- (k) Urinary tract, for the purpose of in-situ Cancers of the bladder, stage Ta of papillary carcinoma is included; or
- (I) Nasopharynx.

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.

#### 3. Cerebral Aneurysm Requiring Surgery

The actual undergoing by the Life Insured of intracranial surgery via a craniotomy to clip, repair or remove an aneurysm of one (1) or more of the cerebral arteries. Catheter and intravascular technique are specially excluded from this condition.

#### 4. Biliary Tract Reconstruction Surgery

The undergoing of biliary tract reconstruction surgery involving choledochoenterostomy due to diseases or trauma of the biliary tract. The surgery must be considered Medically Necessary by a Registered Medical Practitioner who is a specialist. Biliary atresia is excluded.

#### 5. Chronic Kidney Disease & Surgical Removal of One Kidney

Shall mean one (1) of the following:

- (a) Chronic Kidney Impairment shall mean advanced stage of chronic renal insufficiency. All of the following criteria must be met:
  - Glomerular Filtration Rate (GFR) calculated with Modification of Diet in Renal Disease (MDRD) formula or Cockcroft-Gault formula is lower than 30mL/min/1.73 m2 and the condition has lasted for at least ninety (90) days continuously.
  - ii. The Diagnosis of Chronic Kidney Impairment must be confirmed by a Registered Medical Practitioner who is a urologist or nephrologist.
- (b) Surgical Removal of One Kidney shall mean the complete surgical removal of one (1) kidney necessitated by any disease or Accident of the Life Insured. Surgical removal of the kidney must be certified to be Medically Necessary by a Registered Medical Practitioner in the relevant field.

Kidney donation is excluded.

#### 6. Liver Surgery (partial hepatectomy)

Partial hepatectomy of at least one (1) entire left or entire right lobe of the liver that has been found necessary as a result of illness or Accident as suffered by the Life Insured.

Liver surgery required due to disease or disorder caused by alcohol and/or drug abuse and liver donation are all excluded.

#### 7. Major Organ Transplantation (on Waiting List)

The Life Insured is on the Hong Kong Hospital Authority official organ transplant waiting list or the government-regulated official organ transplant waiting list in his/her residential country as recipient of a transplant for one (1) of the following procedures:

- (a) Transplant of human bone marrow using haematopoietic stem cells which is preceded by total bone marrow ablation; or
- (b) Transplant of one (1) of the following human organs to treat irreversible end-stage failure of the same: heart, lung, liver, kidney, or pancreas.

Other than as provided in (a) above, stem cell transplants and tissue or cell transplant of pancreas are excluded.

If the Life Insured is on a government-regulated (except Hong Kong Hospital Authority) official organ transplant waiting list, all of the following criteria must be met in addition to the above:

- i. The Diagnosis is confirmed by two (2) Registered Medical Practitioners in the appropriate medical specialty who certify that such transplantation is Medically Necessary; and
- ii. Clinical and/or pathological evidence supporting such transplantation is provided.

#### 8. Surgical Removal of either Left or Right Lung

Surgical removal of either left or right lung shall mean complete surgical removal of either left or right lung as a result of an illness or Accident of the Life Insured. Partial removal of either left or right lung is not included in this Benefit.

#### 9. Cardiac Pacemaker/Defibrillator Insertion

Insertion of a permanent cardiac defibrillator that is required as a result of serious cardiac arrhythmia which cannot be treated via any other method. The surgical procedure must be certified to be Medically Necessary by a Registered Medical Practitioner who is a specialist in the relevant field.

Insertion of a permanent cardiac pacemaker that is required as a result of serious cardiac arrhythmia which cannot be treated via other means. The insertion of the cardiac pacemaker must be certified to

be Medically Necessary by a Registered Medical Practitioner who is a specialist in the relevant field. This Benefit includes pacemakers deployed for cardiac resynchronisation therapy.

#### 10. Acute Aplastic Anaemia

Acute reversible bone marrow failure which results in anaemia, neutropenia and thrombocytopenia requiring treatment with any one (1) of the following:

- (a) Blood product transfusion;
- (b) Marrow stimulating agents;
- (c) Immunosuppressive agents; or
- (d) Bone marrow transplantation.

The Diagnosis must be confirmed by a Registered Medical Practitioner who is a haematologist.

#### 2.10 List of Covered Major Critical Illness

#### **Group 1: Cancer**

#### 1. Cancer

Cancer means:

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

Irrespective of the above, for purposes of the definition of "Critical Illness", Cancer does not include any of the following:

- i. Any Cancer which is histologically classified as pre-malignant, non-invasive, or carcinoma in situ, or as having either borderline malignancy or low malignant potential;
- ii. Any tumor of the thyroid histologically classified as T1N0M0 or a lower stage according to the TNM classification system;
- iii. Any tumor of the prostate histologically classified as T1a or T1b or T1c or a lower stage according to the TNM classification system;
- iv. Chronic lymphocytic leukemia classified as less than RAI stage III;
- v. Any Cancer where HIV infection is also present; and
- vi. Any skin Cancer, other than malignant melanoma.

#### 2. Cerebral Metastasis

A complication of systemic Cancer spreading to the brain. The Diagnosis must be confirmed by a Registered Medical Practitioner who is specialist oncologist or a specialist in the relevant field and supported by a valid pathology report. If biopsy of the lesion is not indicated clinically, the claim must be supported with evidence of increasing tumor size and worsening neurological dysfunction. Cerebral Metastasis is not a covered condition if the Life Insured also has infection with HIV or AIDS.

#### **Group 2: Critical Illnesses related to Major Organs and Functions**

#### 3. Acute Necrohemorrhagic Pancreatitis

Acute inflammation and necrosis of pancreas parenchyma, focal enzymic necrosis of pancreatic fat and hemorrhage due to blood vessel necrosis, where all of the following criteria are met:

- (a) The necessary treatment is surgical clearance of necrotic tissue or pancreatectomy; and
- (b) The Diagnosis is based on histopathological features and confirmed by a Registered Medical Practitioner who is a gastroenterologist.

Pancreatitis due to alcohol or drug abuse is excluded.

#### 4. Aplastic Anaemia

Irreversible persistent bone marrow failure which results in anaemia, neutropenia and thrombocytopenia requiring treatment with at least two (2) of the following:

- (a) Blood product transfusion;
- (b) Marrow stimulating agents;

- (c) Immunosuppressive agents; or
- (d) Bone marrow transplantation.

The Diagnosis of Aplastic Anaemia must be confirmed by a bone marrow biopsy.

#### 5. 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 Registered Medical Practitioner who is a gastroenterologist and confirmed by Endoscopic Retrograde Cholangio Pancreatography (ERCP).

Chronic Relapsing Pancreatitis caused by alcohol use is excluded.

#### 6. End Stage Liver Failure

End stage liver failure as evidenced by all of the following:

- (a) Permanent jaundice;
- (b) Ascites; and
- (c) Hepatics encephalopathy.

Irrespective of the above, liver failure due or related to alcohol or drug abuse is excluded.

#### 7. End Stage Lung Disease

End stage lung disease causing chronic respiratory failure, where all of the following criteria are met:

- (a) Permanent oxygen therapy is required;
- (b) A consistent forced expiratory volume (FEV1) test value of less than one (1) liter (during the first second of a forced exhalation);
- (c) Dyspnea at rest.

The Diagnosis of End Stage Lung Disease must be confirmed by a Registered Medical Practitioner who is a specialist in respiratory medicine.

#### 8. Fulminant Hepatitis

Sub-massive to massive necrosis of the liver by a hepatitis virus, leading precipitously to liver failure, where the following criteria are met:

- (a) Rapid decrease in liver size associated with necrosis involving entire lobules;
- (b) Rapid deterioration of liver enzymes;
- (c) Deepening jaundice; and
- (d) Hepatic encephalopathy.

Hepatitis infection or carrier status alone does not meet the diagnostic criteria.

#### 9. Kidney Failure

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

#### 10. Major Organ Transplant

The undergoing by the Life Insured as recipient of a transplant of any of the following:

- (a) Transplant of human bone marrow using haematopoietic stem cells which is preceded by total bone marrow ablation; or
- (b) Transplant of one (1) of the following human organs to treat irreversible end-stage failure of the same: heart, lung, liver, kidney, or pancreas.

Other than as provided in (a) above, stem cell transplants and tissue or cell transplant of pancreas are excluded.

#### 11. Medullary Cystic Disease

Medullary Cystic Disease where the following criteria are met:

- (a) The presence in the kidney of multiple cysts in the renal medulla accompanied by the presence of tubular atrophy and interstitial fibrosis;
- (b) Clinical manifestations of anaemia, polyuria, and progressive deterioration in kidney function; and
- (c) The Diagnosis of Medullary Cystic Disease is confirmed by renal biopsy.

Isolated or benign kidney cysts are specifically excluded from this Benefit.

#### 12. Crohn's Disease

Crohn's Disease is a chronic granulomatous inflammatory disease of the intestine. The Diagnosis must be confirmed by a Registered Medical Practitioner who is a gastroenterologist or a consultant of the appropriate medical specialty, and supported by the 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).

#### 13. Systemic Lupus Erythematosus (SLE)

Multi-system, autoimmune disorder characterized by the development of auto-antibodies, directed against various self-antigens.

For purposes of the definition of "Critical Illness", SLE is restricted to only those forms of systemic lupus erythematosus, which involve the kidneys and are characterized as Class III, Class IV, Class V or Class VI lupus nephritis under the Abbreviated International Society of Nephrology/Renal Pathology Society (ISN/RPS) classification of lupus nephritis (2003) below based on renal biopsy. Other forms such as discoid lupus, and those forms with only hematological and joint involvement are specifically excluded.

Abbreviated ISN/RPS classification of lupus nephritis (2003):

Class I - Minimal mesangial lupus nephritis

Class II - Mesangial proliferative lupus nephritis

Class III - Focal lupus nephritis

Class IV - Diffuse segmental (IV-S) or global (IV-G) lupus nephritis

Class V - Membranous lupus nephritis

Class VI - Advanced sclerosing lupus nephritis

#### 14. Systemic Scleroderma

A systemic connective tissue disease causing progressive diffuse fibrosis in the skin, blood vessels and visceral organs which reaches systemic proportions such that two (2) of the following criteria are met:

- (a) Pulmonary involvement showing carbon monoxide diffusing capacity (DLCO) < seventy percent (70%) of the predicted value, or forced expiratory volume in 1 sec (FEV1), forced vital capacity (FVC) or total lung capacity (TLC) < seventy five percent (75%) of the predicted value;
- (b) Renal involvement showing glomerular filtration rate (GFR) < sixty (60) ml/min; and/or
- (c) Cardiac involvement showing evidence of either congestive heart failure, cardiac arrhythmia requiring medication, or pericarditis with moderate to large pericardial effusion.

The following are excluded:

- i. Localized scleroderma (linear scleroderma or morphea); and
- ii. Eosinophilic fasciitis; and
- iii. CREST syndrome.

Unequivocal Diagnosis of Systemic Scleroderma must be confirmed by a Registered Medical Practitioner who is a rheumatologist.

# :LI-DCI-PRO-LIT-01992-ET-1223

#### 15. 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 or/and ileostomy should form part of the treatment.

#### **Group 3: Critical Illnesses related to the Heart**

#### 16. Cardiomyopathy

An impaired function of the heart muscle, unequivocally diagnosed as Cardiomyopathy by a Registered Medical Practitioner who is a cardiologist, and which results in permanent physical impairment to the degree of New York Heart Association classification Class III or Class IV, or its equivalent, for at least six (6) months based on the following classification criteria:

Class III - Marked functional limitation. Affected patients are comfortable at rest but performing activities involving less than ordinary exertion will lead to symptoms of congestive cardiac failure.

Class IV - Inability to carry out any activity without discomfort. Symptoms of congestive cardiac failure are present even at rest. With any increase in physical activity, discomfort will be experienced.

The Diagnosis of Cardiomyopathy has to be supported by echographic findings of compromised ventricular performance.

Irrespective of the above, Cardiomyopathy directly related to alcohol or drug abuse is excluded.

#### 17. Dissecting Aortic Aneurysm

Dissecting Aortic Aneurysm means a condition where the inner lining of the aorta (intima layer) is interrupted so that blood enters the wall of the aorta and separates its layers.

For purposes of the definition of "Critical Illness", aorta means the thoracic and abdominal aorta but not its branches.

The Diagnosis must be confirmed by computed tomography (CT) scan, magnetic resonance imaging (MRI), magnetic resonance angiography (MRA) or angiogram and confirmed by a Registered Medical Practitioner who is a cardiologist or vascular surgeon and emergency surgery via laparotomy or thoracotomy is required.

The undergoing of surgery via minimally invasive or intra arterial techniques to repair or correct the disease of the aorta is excluded.

#### 18. 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 Registered Medical Practitioner who is a cardiologist.

#### 19. Heart Attack

The death of a portion of the heart muscle (myocardium) as a result of inadequate blood supply, where all of the following criteria are met:

- (a) A history of typical chest pain;
- (b) New characteristic electrocardiogram (ECG) changes indicating acute myocardial infarction at the time of the relevant cardiac incident; and
- (c) Either:

.I-DCI-PRO-LIT-01992-ET-1223

- Elevation of cardiac enzymes (CPK-MB) at levels above the generally accepted laboratory levels of normal; or
- ii. Troponins recorded at a level of Troponin I>0.5ng/ml or higher.

Angina is specifically excluded.

#### 20. Infective Endocarditis

Inflammation of the inner lining of the heart caused by infectious organisms, where all of the following criteria are met:

- (a) Positive result of the blood culture proving presence of the infectious organism(s);
- (b) Presence of at least moderate heart valve incompetence (meaning regurgitant fraction of twenty percent (20%) or above) or moderate heart valve stenosis (resulting in heart 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 are confirmed by a Registered Medical Practitioner who is a cardiologist.

#### 21. Primary Pulmonary Arterial Hypertension

Primary Pulmonary Arterial Hypertension with substantial right ventricular enlargement established by investigations including cardiac catheterization, and which results in permanent irreversible physical impairment to the degree of New York Heart Association (NYHA) classification Class III or Class IV, based on the following classification criteria:

Class III - Marked functional limitation. Affected patients are comfortable at rest but performing activities involving less than ordinary exertion will lead to symptoms of congestive cardiac failure.

Class IV - Inability to carry out any activity without discomfort. Symptoms of congestive cardiac failure are present even at rest. With any increase in physical activity, discomfort will be experienced.

Pulmonary Arterial Hypertension which does not meet the above conditions is excluded.

#### 22. Heart Valve Replacement/Repair

The actual undergoing of open-heart surgery to replace or repair cardiac valves as a consequence of heart valve defects or abnormalities.

Repair via intra-vascular procedure, key-hole surgery or similar techniques is specifically excluded.

#### 23. Surgery for Disease of the Aorta

Surgery for Disease of the Aorta means the undergoing of surgery for a disease of the aorta needing excision and surgical repair or replacement of the diseased aorta via a thoracotomy or laparotomy.

For purposes of the definition of "Critical Illness", aorta means the thoracic and abdominal aorta but not its branches.

For the purpose of this Policy, the following are specifically excluded:

- (a) Injury of the aorta resulting from an Accident; and
- (b) The undergoing of surgery via minimally invasive or intra arterial techniques to repair or correct the disease of the aorta.

Angioplasty and all other intra-arterial, catheter based techniques, keyhole or laser procedures are excluded from Surgery for Disease of the Aorta.

#### 24. Surgery to Coronary Arteries with By-Pass Grafts

The undergoing of heart surgery to correct narrowing or blockage of one (1) or more coronary arteries with by-pass grafts in persons with limiting anginal symptoms, but excluding angioplasty or laser relief of an obstruction.

# I-DCI-PRO-LIT-01992-ET-1223

#### **Group 4: Critical Illnesses related to the Nervous System**

#### 25. Alzheimer's Disease/Irreversible Organic Degenerative Brain Disorder

Deterioration or loss of intellectual capacity or abnormal behavior, as evidenced by the Life Insured's clinical state and accepted standardized questionnaires or tests, arising from Alzheimer's Disease or other Irreversible Organic Degenerative Brain Disorder, which results in significant reduction in the Life Insured's mental and social functioning such that continuous supervision of the Life Insured is required. The Diagnosis of Alzheimer's Disease or other Irreversible Organic Degenerative Brain Disorder must be clinically confirmed by a Registered Medical Practitioner who is a neurologist.

The following are excluded:

- (a) Non-organic brain disorders such as neurosis and psychiatric illnesses; and
- (b) Drug or alcohol related organic brain disorder.

#### 26. Amyotrophic Lateral Sclerosis (ALS)

Characterized by muscular weakness and atrophy, evidence of anterior horn cell dysfunction, visible muscle fasciculations, spasticity, hyperactive deep tendon reflexes and extensor plantar reflexes, evidence of corticospinal tract involvement, dysarthria and dysphagia. The Diagnosis must be made by a Registered Medical Practitioner who is a neurologist with appropriate neuromuscular testing such as Electromyogram (EMG).

#### 27. Apallic Syndrome

Universal necrosis of the brain cortex with the brainstem remaining intact. A definite Diagnosis of Apallic Syndrome must be confirmed by a Registered Medical Practitioner who is a neurologist, and the condition must be medically documented for at least one (1) month.

#### 28. Bacterial Meningitis

Bacterial Meningitis causing inflammation of the membranes of the brain or spinal cord resulting in permanent neurological deficit. The Diagnosis of Bacterial Meningitis must be confirmed by:

- (a) A Registered Medical Practitioner who is a neurologist; and
- (b) A lumbar puncture confirming the presence of bacterial infection in the cerebrospinal fluid.

#### 29. Benign Brain Tumor

A non-cancerous tumor 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 tumor 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) Tumors in the pituitary gland or spine; and
- (f) Tumors of the acoustic nerve.

#### 30. Coma

A state of unconsciousness with no reaction or response to external stimuli or internal needs, which is associated with a permanent neurological deficit, persists continuously for at least ninety-six (96) hours, and requires the use of a life support system. The Coma must be confirmed by a Registered Medical Practitioner who is a neurologist.

Irrespective of the above, Coma resulting directly from self-inflicted injury, alcohol or drug mis-use is excluded.

# :LI-DCI-PRO-LIT-01992-ET-1223

#### 31. Creutzfeldt-Jakob Disease

The occurrence of Creutzfeldt-Jakob Disease or Variant Creutzfeldt-Jakob Disease where there is an associated neurological deficit, which is solely responsible for a permanent inability to perform at least two (2) Activities of Daily Living as defined in the Policy.

Disease caused by human growth hormone treatment is excluded. Confirmed Diagnosis by a Registered Medical Practitioner who is a specialist in the relevant field is necessary.

#### 32. Total Deafness

Total and irreversible loss of hearing (involving the loss of at least eighty (80) decibels in all frequencies of hearing) in both ears as a result of illness or injury caused by an Accident.

Medical evidence in the form of an audiometry and sound-threshold test must be provided, and the Diagnosis of loss of hearing must be confirmed by a Registered Medical Practitioner who is an ear, nose and throat (ENT) specialist.

#### 33. Encephalitis

Severe inflammation of brain substance, resulting in permanent neurological deficit which is documented for a minimum of thirty (30) days. Diagnosis of Encephalitis must be confirmed by a Registered Medical Practitioner who is a neurologist.

Encephalitis as a result of HIV Infection is excluded.

#### 34. Hemiplegia

The total and permanent loss of the use of one (1) side of the body through paralysis caused by illness or injury caused by an Accident, except when such injury is self-inflicted.

#### 35. Major Head Trauma

Physical head injury causing significant permanent functional impairment which is documented for a minimum period of three (3) months from the date of the injury. The resultant permanent functional impairment must result in an 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. The Diagnosis of Major Head Trauma must be confirmed by a Registered Medical Practitioner who is a neurologist and duly concurred in by the Company's medical director.

#### 36. Meningeal Tuberculosis

An infection of the meninges of the brain with tuberculosis bacterium causing severe inflammation and brain dysfunction. The Diagnosis must be confirmed by a Registered Medical Practitioner who is a specialist of neurologist and supported by analysis of the cerebrospinal fluid or neuro-imaging. There must also be permanent residual neurological deficit with motor weakness or cranial nerve dysfunction that is present for at least three (3) months after the Diagnosis.

#### 37. Multiple Sclerosis

Unequivocal Diagnosis of multiple sclerosis by a Registered Medical Practitioner who is a neurologist, and which confirms the following:

- (a) Symptoms referable to tracts (white matter) involving the optic nerves, brain stem, and spinal cord, producing well-defined neurological deficits;
- (b) A multiplicity of discrete lesions; and
- (c) A well-documented history of exacerbations and remissions of said symptoms/neurological deficits.

Investigation such as Magnetic Resonance Imaging, Computerized Tomography, or other reliable imaging techniques is necessary to confirm the Diagnosis.

## .I-DCI-PRO-LIT-01992-ET-1223

#### 38. Muscular Dystrophy

Diagnosis of Muscular Dystrophy by a Registered Medical Practitioner who is a neurologist based on three (3) out of four (4) of the following conditions:

- (a) Family history of other affected individuals;
- (b) Clinical presentation including absence of sensory disturbance, normal cerebro-spinal fluid and mild tendon reflex reduction;
- (c) Characteristic electromyogram; or
- (d) Clinical suspicion confirmed by muscle biopsy.

#### 39. Paralysis

Complete and permanent loss of use of both arms or both legs, or one (1) arm and one (1) leg, through paralysis caused by illness or injury caused by an Accident.

#### 40. Parkinson's Disease

Unequivocal Diagnosis of Parkinson's Disease by a Registered Medical Practitioner who is a neurologist where the condition:

- (a) Cannot be controlled with medication;
- (b) Shows signs of progressive impairment; and
- (c) Activities of Daily Living assessment confirms the inability of the Life Insured 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.

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

#### 41. Poliomyelitis

Infection with the poliovirus, leading to paralytic disease. The paralysis due to Poliomyelitis must be confirmed by a Registered Medical Practitioner who is a neurologist, and cases not involving paralysis are excluded.

#### 42. Primary Lateral Sclerosis

A progressive degenerative disorder of the motor neurons of the cerebral cortex resulting in widespread weakness on an upper motor neuron basis. Clinically it is characterized by progressive spastic weakness of the limbs, preceded or followed by spastic dysarthria and dysphagia, indicating combined involvement of the corticospinal and corticobulbar tracts. Unequivocal Diagnosis must be made by a Registered Medical Practitioner who is a neurologist and confirmed by appropriate neuromuscular testing such as electromyogram (EMG).

The condition must result in the permanent inability to perform, without assistance, at least three (3) of the Activities of Daily Living as defined in the Policy. These conditions have to be medically documented for at least three (3) consecutive months.

#### 43. Progressive Bulbar Palsy (PBP)

Characterized by progressive degeneration of the muscle innervated by cranial nerve and corticobulbar tracts leading to difficulty in chewing, swallowing and talking. The Diagnosis must be made by a Registered Medical Practitioner who is a specialist neurologist as progressive and resulting in permanent neurological deficit with appropriate neuromuscular testing such as Electromyogram (EMG).

#### 44. Progressive Muscular Atrophy

Confirmation of definitive Diagnosis of Progressive Muscular Atrophy by a Registered Medical Practitioner who is a specialist neurologist is necessary. The Diagnosis must be supported by muscle biopsy and CPK estimates. The condition must result in the permanent inability to perform, without assistance, at least three (3) of the Activities of Daily Living as defined in the Policy. These conditions have to be medically documented for at least three (3) months.

# .I-DCI-PRO-LIT-01992-ET-1223

#### 45. Progressive Supranuclear Palsy

Progressive Supranuclear Palsy occurring independently of all other causes and resulting in a permanent neurological deficit, which is directly responsible for a permanent inability to perform at least two (2) of the Activities of Daily Living as defined in the Policy. The Diagnosis of Progressive Supranuclear Palsy must be confirmed by a Registered Medical Practitioner who is a specialist neurologist.

#### 46. Spinal Muscular Atrophy

Degenerative diseases of the anterior horn cells in the spinal cord and motor nuclei of the brainstem characterized by profound proximal muscular weakness and wasting, primarily in the legs, followed by distal muscle involvement. The damage must result independently of all other causes and directly in the Life Insured's permanent inability to perform, without assistance, three (3) or more of the Activities of Daily Living as defined in the Policy.

The Diagnosis of Spinal Muscular Atrophy must be made by a Registered Medical Practitioner with appropriate neuromuscular testing such as Electromyogram (EMG).

#### 47. Stroke

Any cerebrovascular Accident or incident producing neurological sequelae lasting at least four (4) weeks and which results in a permanent neurological deficit. Infarction of brain tissue, haemorrhage and embolization from an extra-cranial source are included. The Diagnosis of Stroke must be based on changes seen in a CT scan or MRI and must be confirmed by a Registered Medical Practitioner who is a specialist neurologist.

The following are excluded:

- (a) Cerebral symptoms due to transient ischaemic attacks;
- (b) Cerebral symptoms due to migraine; and
- (c) Vascular disease affecting the eye or optic nerve or vestibular functions.

#### 48. Total Blindness

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

#### **Group 5: Other Major Critical Illnesses**

#### 49. AIDS due to Blood Transfusion

Human Immunodeficiency Virus (HIV) Infection due to a blood transfusion, provided that all of the following conditions are met:

- (a) The blood transfusion was Medically Necessary;
- (b) The source of the infection is established to be contaminated blood provided for the blood transfusion, the origin of which can be traced through the institution providing such contaminated blood; and
- (c) The Life Insured does not suffer from hemophilia.

No Major Critical Illness Benefit will be payable whenever a Cure is available. "Cure" means any treatment that renders the HIV inactive or non-infectious.

#### 50. Chronic Adrenal Insufficiency (Addison's Disease)

An autoimmune disorder causing a gradual destruction of the adrenal gland resulting in the need for life-long glucocorticoid and mineral corticoid replacement therapy. The Diagnosis of Chronic Adrenal Insufficiency (Addison's Disease) must be: i) confirmed by a Registered Medical Practitioner who is an endocrinologist and an independent medical expert appointed by us; and ii) supported by ACTH stimulation tests.

Only chronic adrenal insufficiency caused by an autoimmune disorder is included. All other causes of adrenal insufficiency are excluded.

#### 51. Diabetic Complications

Diabetic neuropathy and vasculitis resulting in the amputation of both feet at or above ankle as advised by a Registered Medical Practitioner who is 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.

#### 52. 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.

#### 53. Elephantiasis

The end-stage lesion of filariasis, characterized by massive swelling in the tissues of the body as a result of obstructed circulation in the blood or lymphatic vessels.

Unequivocal Diagnosis of Elephantiasis must be:

- (a) Clinically confirmed by a Registered Medical Practitioner in the appropriate medical specialty;
- (b) Supported by laboratory confirmation of microfilariae; and
- (c) Concurred in by our medical director.

Lymphedema caused by infection with any other disease(s), trauma, post-operative scarring, congestive heart failure, or congenital lymphatic system abnormalities is excluded.

#### 54. Haemolytic Streptococcal Gangrene

An infection of the superficial and/or deep fascia investing the muscles of an extremity or the trunk, progress being fulminant and requiring immediate surgical intervention and debridement. Unequivocal Diagnosis must be confirmed by bacteria culture and a Registered Medical Practitioner who is a specialist in the relevant field after surgical exploration.

#### 55. HIV Acquired due to Assault

Infection by any Human Immunodeficiency Virus (HIV) provided that the infection results directly from:

- (a) A physical assault involving involuntary contact with either a needle or sharp instrument infected with HIV, or sexual assault by a person infected with HIV; and
- (b) The incident happens in Hong Kong or Macau after the Policy Issue Date or the Policy Reinstatement Date whichever is the later, and is reported to the Hong Kong or Macau Police within fourteen (14) calendar days of the incident; and
- (c) A test, showing no HIV or HIV antibodies, is made within fourteen (14) days of the incident and a later test is made within six (6) months showing infection of HIV.

No Major Critical Illness Benefit will be payable 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.

#### 56. Loss of Limbs

Severance of two (2) limbs at or above wrist or ankle as a result of illness or injury.

#### 57. Loss of One Limb and One Eye

Total, permanent and irrecoverable loss of sight of one (1) eye and loss by severance of one (1) limb at or above the wrist or ankle as a result of illness or injury.

## :LI-DCI-PRO-LIT-01992-ET-122

#### 58. Loss of Speech

Total and irrecoverable loss of the ability to speak for a continuous period of twelve (12) months as a result of illness or injury. Medical evidence confirming damage to the vocal cords leading to loss of speech must be supplied by a Registered Medical Practitioner who is an ear, nose and throat (ENT) specialist.

All psychiatric related causes are excluded.

#### 59. Major Burns

Third degree (i.e. full thickness skin destruction) burns covering at least twenty percent (20%) of the total body surface area.

#### 60. Occupationally Acquired HIV

Human Immunodeficiency Virus (HIV) Infection acquired as a result of an Accident occurring while the Life Insured is in the course of carrying out his normal occupational duties. Proof of sero-conversion to HIV Infection occurring within six (6) months of the Accident is required, together with a negative HIV test taken within seven (7) days of the Accident. The Accident giving rise to the HIV Infection must be reported to us within thirty (30) days of the Accident.

HIV Infection by any other means, including but not limited to HIV Infection resulting from sexual activity, blood transfusion(s) by the Life Insured as recipient, or recreational intravenous drug use, is specifically excluded.

No Major Critical Illness Benefit will be payable whenever a Cure is available. "Cure" means any treatment that renders the HIV inactive or non-infectious.

#### 61. Severe Rheumatoid Arthritis

Unequivocal Diagnosis of systemic immune disorder of rheumatoid arthritis where all of the following criteria are met:

- (a) Diagnostic criteria of the American College of Rheumatology for Rheumatoid Arthritis;
- (b) Permanent inability to perform at least two (2) Activities of Daily Living as defined in the Policy;
- (c) Widespread joint destruction and major clinical deformity of three (3) or more of the following joint areas: hands, wrists, elbows, knees, hips, ankle, cervical spine or feet; and
- (d) The foregoing conditions have been present for at least six (6) months.

#### 62. 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 Life Insured's permanent inability to perform at least three (3) of the Activities of Daily Living as defined in the Policy.

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

#### 63. Terminal Illness

Conclusive Diagnosis (with written confirmation) by a Registered Medical Practitioner in the appropriate medical specialty, of a condition that is expected to result in death of the Life Insured within twelve (12) months. The Life Insured must no longer be receiving active treatment other than that for pain relief or other conservative palliative measures.

#### 64. Necrotizing Fasciitis

The occurrence of necrotizing fasciitis where the following conditions are met:

 (a) Confirmed Diagnosis by a Registered Medical Practitioner who is a specialist in the relevant field is necessary;

- (b) The bacteria identified is a known cause of Necrotizing Fasciitis; and
- (c) There is widespread destruction of muscle and other soft tissues that results in a total and permanent loss of function of the affected body part.

#### 65. 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 of "Critical Illness", "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).

#### 66. Severe Myasthenia Gravis

An acquired autoimmune disorder of neuromuscular transmission leading to fluctuating muscle weakness and fatiguability, where all of the following criteria are met:

- (a) Presence of permanent 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 are confirmed by a Registered 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

#### 67. Systemic Sclerosis

Systemic Sclerosis shall mean a chronic systemic autoimmune disease characterized 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. Kidnev: AND
- (b) The Diagnosis of Systemic Sclerosis and the organ involvement must be confirmed by a Registered Medical Practitioner who is a rheumatologist or immunologist.

#### 68. Chronic Auto-immune Hepatitis

A chronic necro-inflammatory liver disorder of unknown cause associated with circulating autoantibodies and a high serum globulin level. The following criteria must all be satisfied:

- (a) Hypergammaglobulinaemia;
- (b) The presence of at least one (1) of the following auto-antibodies:
  - i. Anti-nuclear antibodies;
  - ii. Anti-smooth muscle antibodies;
  - iii. Anti-actin antibodies; or
  - iv. Anti-LKM 1 antibodies; AND
- (c) Liver biopsy confirmation of the Unequivocal Diagnosis of Auto-immune Hepatitis.

The unequivocal Diagnosis of Auto-immune Hepatitis must be confirmed by a Registered Medical Practitioner who is a hepatologist.

## LI-DCI-PRO-LIT-01992-ET-122

#### 69. Pheochromocytoma

Pheochromocytoma means 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 has been performed; and
- (b) The Diagnosis of pheochromocytoma must be confirmed by a Registered Medical Practitioner who is an endocrinologist.

#### 70. 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 Registered Medical Practitioner who is a specialist in respiratory medicine.

#### 71. Loss of Independent Existence

Loss of Independent Existence refers to the total / complete inability to perform at least three (3) of the Activities of Daily Living as defined in the Policy even with the aid of special equipment, requiring the physical assistance of another person throughout the entire activity, 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 Registered Medical Practitioner.

The coverage for Loss of Independent Existence will automatically cease on the Policy Anniversary immediately following the sixty-fifth (65th) age next birthday of the Life Insured.

All psychiatric related causes are excluded.

#### 3.1 Nomination of Contingent Policyholder

Subject to other terms and conditions in the Policy Provisions, the Policyholder can nominate a person as the Contingent Policyholder without any consent of the Beneficiary, such that in case where the Policyholder suffers from Terminal Illness, Coma, Loss of Independent Existence, Apallic Syndrome, Major Head Trauma or Paralysis (each a "Specified Disability" as defined under 3.2 "Specified Disability to Trigger Policy Ownership Change ownership change if Contingent Policyholder is Nominated" below), the Contingent Policyholder will become the Policyholder of this Policy.

The Policyholder can nominate a Contingent Policyholder after the Policy is issued. Unless and until the Policyholder suffers from a Specified Disability the Policyholder has the right to cancel the nomination of Contingent Policyholder and nominate another person to be the Contingent Policyholder.

The Nomination of Contingent Policyholder option can be exercised and the relevant transfer of ownership of the Policy will only be effective if the following conditions are met:

- i. The Policyholder must submit a duly completed "Nomination/Change of contingent policyholder form" and such nominate/change is subject to our approval;
- ii. The Contingent Policyholder must be over the age eighteen (18), and only one (1) person can be nominated as the Contingent Policyholder at one (1) time:
- iii. To effect the change of ownership of the Policy, the Contingent Policyholder must submit a relevant proof of Specified Disability suffered by the Policyholder as prescribed by a Registered Medical Practitioner, and such change of ownership of the Policy is subject to our approval:
- iv. The Contingent Policyholder is alive at the time of exercising the Nomination of Contingent Policyholder option and at the time of change of Ownership of the Policy.

The nomination of the Contingent Policyholder will only be effective from the date of our approval which is at our sole and absolute discretion and subject to terms and conditions as we determine from time to time.

If a change of ownership of the Policy is effected pursuant to clause 7.4 below, any nominated Contingent Policyholder will be revoked at the same time without further notice.

We shall not be liable for any claim or losses arising out of the change of ownership to the Contingent Policyholder pursuant to this clause.

#### 3.2 Specified disability to trigger policy ownership change if Contingent Policyholder is nominated

#### i. Terminal Illness

Conclusive Diagnosis (with written confirmation) by a Registered Medical Practitioner in the appropriate medical specialty, of a condition that is expected to result in death of the Policyholder within twelve (12) months. The Policyholder must no longer be receiving active treatment other than that for pain relief or other conservative palliative measures.

#### ii. Coma

A state of unconsciousness with no reaction or response to external stimuli or internal needs, which is associated with a permanent neurological deficit, persists continuously for at least ninety-six (96) hours, and requires the use of a life support system. The Coma must be confirmed by a Registered Medical Practitioner who is a neurologist.

Irrespective of the above, Coma resulting directly from self-inflicted injury, alcohol or drug mis-use is excluded.

#### iii. Loss of Independent Existence

Loss of Independent Existence refers to the total / complete inability to perform at least three (3) of the Activities of Daily Living as defined in the Policy even with the aid of special equipment, requiring the physical assistance of another person throughout the entire activity, 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

LI-DCI-PRO-LIT-01992-ET-123

technology. The Diagnosis of Loss of Independent Existence must be confirmed by a Registered Medical Practitioner.

All psychiatric related causes are excluded.

#### iv. Apallic Syndrome

Universal necrosis of the brain cortex with the brainstem remaining intact. A definite Diagnosis of apallic syndrome must be confirmed by a Registered Medical Practitioner who is a neurologist, and the condition must be medically documented for at least one (1) month.

#### v. Major Head Trauma

Physical head injury causing significant permanent functional impairment which is documented for a minimum period of three (3) months from the date of the injury. The resultant permanent functional impairment must result in an 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. The Diagnosis of Major Head Trauma must be confirmed by a Registered Medical Practitioner who is a neurologist and duly concurred in by the Company's medical director.

#### vi. Paralysis

Complete and permanent loss of use of both arms or both legs, or one (1) arm and one (1) leg, through paralysis caused by illness or injury caused by an Accident.

#### 4. PREMIUM PROVISIONS

#### 4.1 Payment of Premiums

Premiums are payable throughout the Premium Payment Term. The amount of premium payable and the frequency of premium payment are specified in the Policy Schedule.

Whenever the amount of the premium paid is less than the premium due, we may at our sole discretion refund or reject any premium paid. Notwithstanding anything stated herein, we reserve the right to claim for any shortfall of premium after they fall due.

The premium remains fixed throughout the entire Premium Payment Term. Irrespective of any Advance Payment for Early Stage Critical Illness Benefit or ICU Benefit is made, the premiums continue to be payable without any reduction.

If the Life Insured has been Diagnosed to be suffering from Cancer and entitled to the Major Critical Illness Benefit, the premium(s) payable under the Policy will be waived until the termination of the Policy.

#### 4.2 Grace Period

We shall allow a grace period of thirty (30) days after the premium due date for payment of each premium. If a premium due is still unpaid after the grace period, the Policy will be lapsed or terminated immediately.

#### 4.3 Reinstatement

If the Policy is terminated pursuant to clause 4.2 above, the Policy may be reinstated within two (2) years from the due date of the unpaid premium at our absolute discretion.

Subject to the terms of the Policy Provisions, the Policyholder may apply for reinstatement of the Policy on the following conditions:

- i. A written application for reinstatement in our prescribed form shall be received by us within two (2) years from the due date of the unpaid premium;
- ii. The Policyholder shall provide satisfactory evidence to us that the Life Insured is still insurable (including but not limited to evidence of the health of Life Insured);
- iii. Any unpaid premium shall be paid in full with interest calculated at a rate determined by us;
- iv. The Policyholder shall provide any other information or documents reasonably required by us; and
- v. The application for reinstatement and the terms of reinstatement shall be approved by us in writing.

#### 5. TERMINATION PROVISIONS

#### 5.1 Termination

Notwithstanding anything to the contrary in other parts of the Policy, the Policy shall be terminated on the earliest of the following:

- i. the death of the Life Insured;
- ii. the surrender of the Policy;
- iii. failure of submission of the requirement documents for his/her identity verification of the Policyholder within the specified time;
- iv. the lapse of the Policy due to the end of the grace period mentioned in clause 4.2 above;
- v. the Policy Maturity Date;
- vi. the Major Critical Illness Benefit is paid or payable (except the Life Insured confirmed Diagnosis of Cancer);
- vii. upon reaching the maximum payable limit for the Cancer Drug Benefit;
- viii. in our reasonable opinion the Policy has to be terminated to comply with relevant legal and regulatory requirements applicable to us;
- ix. twenty-four (24) months after the first confirmed Diagnosis of Cancer; or
- x. Zurich first becomes aware that the Policyholder becomes a sanctioned person under applicable trade and economic laws.

Upon termination as a result of clause 5.1 (i) above, the one hundred and ten percent (110%) of Total Premiums Paid for Death Benefit minus any outstanding premium (applicable to 3 years Premium Payment Term), will be paid by us to the Beneficiary.

Policy will be void and the premium shall be refunded without interest if the policy is terminated upon (iii) above.

This Policy has no cash value. For the avoidance of doubt, no Benefits and no surrender value shall be paid and no premium shall be refunded if the Policy is terminated due to clauses 5.1 (ii), (iv), (vii), (viii) and (ix) above. The premium will be refunded in the Policy is terminated upon clause 5.1 (x).

If a Policy is terminated upon the Policy Maturity Date, coverage under the Policy will be provided up to the Policy Maturity Date.

#### 6. CLAIMS PROVISIONS

#### 6.1 Notice of Claim

In case of make claim under this Policy, written notice of claim must be given to us as follows:

- i. Immediate notice in case of death of the Life Insured; or
- ii. Within ninety (90) days after the Diagnosis of Critical Illness and/or Surgery, Cancer drug expenses are incurred or stayed in Intensive Care Unit (ICU) of a Hospital for a consecutive three (3) days or more.

If written notice is not given within such time (unless for special reason which is subject to our assessment), we may not pay for any Benefit under this Policy.

#### 6.2 Proof of Claim

#### i. Death Claim

Payment of any Benefit under the Policy is subject to the terms of the Policy Provisions and the documents set out in our prescribed claim form and such other documents as may be reasonably required by us to process the claim having been provided to us at the expenses of the claimant to our satisfaction within ninety (90) days after the death of the Life Insured.

#### ii. Critical Illness Claim

Payment of any Benefit under the Policy is subject to the terms of the Policy Provisions and the documents set out in our prescribed claim form and such other documents as may be reasonably required by us to process the claim having been provided to us at the expenses of the claimant to our satisfaction within ninety (90) days after the Diagnosis date of Major Critical Illness/Early Stage Critical Illness of the Life Insured.

#### iii. ICU Claim

Payment of any Benefit under the Policy is subject to the terms of the Policy Provisions and the documents set out in our prescribed claim form and such other documents as may be reasonably required by us to process the claim having been provided to us at the expenses of the claimant to our satisfaction within ninety (90) days after stayed in Intensive Care Unit (ICU) of a Hospital for a consecutive three (3) days or more of the Life Insured.

#### iv. Cancer Drug Benefit Claim

Payment of any Cancer Drug Benefit under the Policy is subject to the terms of the Policy Provisions and the documents set out in our prescribed claim form, including any other reasonable documents required by us to process the claim must be provided to us. These documents should be submitted to us within ninety (90) days after the Cancer drug expenses are incurred for the first confirmed Diagnosis of Cancer of the Life Insured.

#### 6.3 Medical Examination

In case of a claim occurs, we may require the Life Insured to undergo relevant medical examination and/or laboratory investigations at our designated clinics and/or laboratories and/or medical institutes. The opinions of appropriate and accuracy of Diagnosis by such clinics and/or laboratories and/or medical institutes shall bind the claimant and us.

The fees and charge of the medical examination and/or laboratory investigations at our designed places are borne by us and we will not be liable for any other expense incurred.

#### 7. GENERAL PROVISIONS

#### 7.1 Contract

The Policy is issued in consideration of the application and payment of premiums as set out in the Policy Schedule. The application for the Policy, any medical evidence, written statements and declarations furnished as evidence of insurability, the Policy Schedule and Policy Provisions shall constitute the entire contract between Zurich and the Policyholder.

No modifications to the Policy shall be valid unless it is evidenced by an endorsement signed by our duly authorized officer.

We rely on the information you gave us in your application, and we will treat all statements made in your application (in the absence of fraud) to be representations and shall form the basis of the contract. If your application omits facts or contains materially incorrect or incomplete facts, we have the right to declare the Policy void.

This Policy shall be conditional upon the satisfaction of customer due diligence and other applicable legal requirements and guidelines.

If you fail to send us the document proof to our satisfaction for your identity verification within the specified time, we have the right to declare the Policy void or terminate the Policy (as the case may be), and all the premium we received will be refunded to you without interest.

Zurich reserves the sole and exclusive right and discretion to accept or reject any application of this Policy. Nothing contained herein shall be construed as an obligation on the part of Zurich to issue the Policy or enter into any contractual relationship with the Policyholder.

#### 7.2 Policyholder

The Policyholder is the person designated in the Policy Schedule. Only the Policyholder can exercise all rights and privileges provided under the Policy, while the Life Insured is alive and the Policy is in force.

#### 7.3 Beneficiary(ies)

The Beneficiary(ies) is/are the person(s) entitled to receive the Death Benefit under the Policy upon the death of the Life Insured. During the lifetime of the Life Insured, the Beneficiary(ies) has no right to deal in any way with the Policy.

#### 7.4 Change of Policyholder and Beneficiary(ies)

The Policyholder may, subject to our approval and while the Policy is in force, change the Policyholder or the Beneficiary(ies) of the Policy by submitting to us our prescribed form and such other documents or information which we may require from time to time. The change will not be effective until it is approved and accepted by us.

#### 7.5 Life Insured

The Life Insured is any person designated by the Policyholder as shown in the Policy Schedule. The Life Insured cannot be changed after the Policy is issued.

#### 7.6 Cooling-off Period

Provided that no claim has been made under the Policy, the Policyholder has the right to cancel the Policy and obtain a refund of any premium(s) and levy (if any) paid by you, by sending us a written notice to customer@hk.zurich.com through the email address you registered at the time of online application, within twenty-one (21) calendar days immediately following the day of delivery of the cooling-off notice to you.

#### 7.7 Currency

Unless otherwise approved by us, all amounts payable under the Policy either to or by us shall be made in Hong Kong dollars only. If conversion between currencies is required, it shall be calculated at the prevailing currency exchange rate as determined by us in our absolute discretion from time to time upon payment. The rounding difference, if any, shall be accrued to us. We will make payment(s) under the policy as soon as reasonably practicable taking into account the regulatory and business conditions and relevant operational procedures at the relevant time.

#### 7.8 Rights of Third Party

Any person who is not a party to the Policy (including but not limited to, the Life Insured or the Beneficiary(ies)) shall have no rights to enforce any terms of the Policy. The Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) does not apply to the Policy nor any document issued pursuant to the Policy.

#### 7.9 Assignment

Benefits in the Policy are not assignable as a security or collateral for any financial dealing.

#### 7.10 Incontestability

If this Policy is issued or reinstated on the basis of any incorrect declaration or statement made by a person who at the time of so doing knew that it contained a material inaccuracy or nondisclosure, we shall be entitled to contest this Policy. Except for material inaccuracy or nondisclosure, we will not contest the validity of this Policy during the lifetime of the Life Insured after the Policy has been in force for a continuous period of two (2) years from the Policy Issue Date or the Policy Reinstatement Date, whichever is the later.

If we do contest this Policy, we may adjust the premiums or Benefits or reserves the right to void this Policy totally. If we void this Policy, the refund payable by us will be limited to all premiums paid less where applicable any amount paid by us for indemnifying the claim previously. If any claim has been paid by us and has been in excess of refund, you shall pay such excess to us.

#### 7.11 Borrowing Power

The Policy does not provide any cash value for Policy loans and has no borrowing power.

#### 7.12 Non-participating

The Policy is a non-participating insurance Policy and does not participate in our profits or surplus.

#### 7.13 Surrender

You may surrender the Policy at any time by giving us written notice in accordance with the Policy. No Surrender value shall be paid upon the surrender of this Policy. This Policy has no cash value and no Benefits are payable on surrender of the Policy. Upon surrender, this Policy shall be terminated.

#### 7.14 Misstatement of age and/or sex

If the Policyholder has incorrectly stated the Life Insured's age and/or sex which may affect the level of premium we charge in the Policy, we shall have the right to:

- adjust the amount of premium and/or any Benefit by applying the premium rate for the correct age and/or sex, if the premiums paid are less than the premiums that should have been paid for the correct age and/or sex; or
- refund the excess premium without interest if the premiums paid are more than the premiums that should have been paid for the correct age and/or sex.

If the Life Insured would not have satisfied the insurability requirements based on the correct age and sex, we reserve the right to declare the Policy void from inception and our liability is limited to the refund of the Total Premiums Paid by the Policyholder without interest and less any outstanding premium

#### 7.15 Suicide

If the Life Insured, whether sane or insane, commits suicide within one (1) year from the Policy Issue Date or the Policy Reinstatement Date, whichever is later, our liability under the Policy will be limited to the refund of Total Premiums Paid (without interest) and less any Advance Payment for Early Stage Critical Illness Benefit or ICU Benefit paid and/or payable and any outstanding premium (applicable to 3 years Premium Payment Term) of the Policy.

#### 7.16 Sanctions

All financial transactions are subject to compliance and applicable trade or economic sanctions laws and regulations. We will not provide the Policyholder, the Life Insured, Beneficiary or any third party with any services or Benefits including but not limited to acceptance of premium payments, claim payments and other reimbursements, if in doing so we may violate applicable trade sanctions laws and regulations.

We may terminate the Policy if we consider the Policyholder, the Life Insured or the Beneficiary(ies) as sanctioned persons, or the Policyholder, the Life Insured or the Beneficiary(ies) conduct an activity which is sanctioned, according to trade or economic sanctions laws and regulations.

The above clause shall also apply for any trade or economic sanction law or regulation that we deem applicable or if the Life Insured or other party receiving payment, service or benefit is a sanctioned person.

#### 7.17 Termination right due to regulatory exposure

If you move to another country during the lifecycle of your Policy, you must notify us of such planned change prior to such change but no later than within thirty (30) days of such change. Please note that you may no longer be eligible to make payments into your Policy. The local laws and regulations of the jurisdiction to which you move may affect our ability to continue to service your Policy in accordance with the Policy Provisions. Therefore, we reserve all rights to take any steps that we deem appropriate, including the right to cancel the Policy.

#### 7.18 Payment Restrictions

We execute payments under the Policy only to the Policyholder or Beneficiary(ies). These payments can only be made by wire transfer and to a bank account in the name of such Policyholder or Beneficiary(ies) located in the same jurisdiction as the Policyholder's or, as applicable, the Beneficiary's(ies') (tax) residency. An exception to these restrictions may be granted at our sole discretion and after evaluation of the facts and circumstances. Under no circumstances we will execute any Policy related cash payments to US residents.

#### 7.19 General Modification Right

The Policy has been concluded based on the legal and regulatory requirements in force and applicable at the time of conclusion. Should the mandatory legal and regulatory requirements applicable to your Policy change, in particular also if you change your country of residency, and as a consequence we are not able to continue performing the Policy without potential material adverse effects to us, to meet the changed legal and regulatory requirements, we have the rights to modify the Policy Provisions as we deem appropriate at our own discretion, or to terminate the Policy.

We will inform you whenever reasonably possible in advance about the changes in the Policy Provisions. In the case of termination of the Policy, we will send you a termination notice and the Policy will terminate in accordance with the termination notice.

#### 7.20 Notices to Zurich

All notices which we require the Policyholder to give shall be sent through your registered email, or in other forms acceptable to us and addressed to us.

#### 7.21 Interpretation

Throughout the Policy Provisions, where the context so requires, words embodying the masculine gender shall include the feminine gender, and singular terms shall include the plural and vice versa.

#### 7.22 **Governing Law and Jurisdiction**

The Policy shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region. The parties agree to submit to the exclusive jurisdiction of the Hong Kong courts.

Zurich Life Insurance (Hong Kong) Limited (a company incorporated in Hong Kong with limited liability)

Website: www.zurich.com.hk





**ZURICH** 





## 至全護危疾保障計劃

- 無索償保費回贈選項

保單條款

### 內容

- 定義
   保障條款
   保單權益條款
- 4. 保費條款
   5. 終止條款
   6. 索償條款
   7. 一般條款

#### 1. 定義

除另行釋義外,本保單條款內的下列詞彙有以下涵義:

「意外」 指因暴力、外在及可見因素引致的突發、不可預見及預料的事件。

「後天免疫缺乏綜合症」 指世界衛牛組織不時賦予該詞的涵義。 或「愛滋病」

「日常生活活動」 是指以下活動:

> 洗澡:可自行在浴缸或淋浴間進行沐浴或淋浴(包括進出浴缸或淋浴間)或使用其他 方式洗澡的能力:

更衣:在無需其他人士幫助的情況下,可自行穿著及除掉一切所需衣物:

iii. 進食:在無需其他人士幫助的情況下,可自行進食已預備好之食物;

iv. 如廁:有控制膀胱及大腸功能的自發能力,以保持個人衛生;

v. 移動能力:在無需任何幫助的情況下,可自行上落床、坐椅及於椅子起立;及

vi. 行動能力:在無需任何幫助的情況下,可自行由某一(1)間房間移動至另一(1)間 房間。

「預支」 指預支保障額的若干百分比的金額,根據「預支早期危疾賠償或深切治療賠償」的條款, 由我們預先支付給保單持有人。

「受益人」 指由保單持有人不時所指定,在受保人身故後獲得保單下「身故賠償」或「身故恩恤賠 償」的人士或公司。

「賠償」 指根據本保單條款中的「保障條款」,我們應就本保單支付的任何賠償。

指根據本保單條款中的「保障條款」、受保人可獲得此賠償時應支付的金額。 「癌症藥物賠償」

「身故恩恤賠償」 指根據本保單條款中的「保障條款」,當受保人符合癌症藥物賠償規定時,在其身故時應支 付的金額。

「危疾」 指列在「受保早期危疾列表」及「受保嚴重危疾列表」(參閱保障條款下第2.10條及第2.11 條的條款)之任何一(1)種危疾。

指保單持有人以我們指定的表格上指定為「後備保單持有人」之人士・該後備保單持有人 「後備保單持有人」 將可根據保單權益條款中的「指定後備保單持有人」條款而成為保單持有人。

> 指由此文件下文定義的「註冊醫生」根據本保單內相關「危疾」的定義中所述的要求,或 受保人被確診已知 / 未知疾病或受傷及符合所有深切治療賠償而作出明確診斷。當未能提 供指定要求的證據時,「註冊醫生」須根據我們接受的放射結果、臨床診斷、細胞組織或 實驗分析作出診斷。

若我們對診斷結果的適當性或準確性有任何爭議或有異議時,我們有權指派一(1)位獨立 並獲醫學界認可的專家檢驗受保人或對有關的診斷證明・該專家對診斷所作出的意見對受 保人及我們均具有約束力。

指根據保單條款中的「保障條款」、受保人身故後我們應付的金額。

指根據保單條款中的「保障條款」‧列在「受保早期危疾列表」(參閱第2:10條的條款) 中的任何一(1)種危疾。

指

「確診」或「診斷」

「身故賠償」

「早期危疾」

「事件」

因一(1)次意外造成的受傷,而導致可索償一(1)項或多項危疾或深切治療賠償; i.

因一(1)種疾病而導致可索償一(1)項或多項危疾或深切治療賠償。 ii.

「醫院」 指遵從所屬國家的法律合法營運,並符合下列條件的機構:

持牌醫院(如所在國家或司法管轄區規定必需領取牌照); i.

ii. 主要業務為接受患病、染恙或受傷人士住院及提供醫療護理服務; iii. 有註冊護士提供全日二十四(24)小時的護理服務;

ZLI-DCI-PRO-LIT-01992-ET-1223

iv. 於所有時間內有最少一(1)位「註冊醫生」駐診;

v. 設有系統性診斷設施及大型外科手術設備;及

vi. 不包括作為療養院、寧養院、復康院、護理院、戒酒所、戒毒所或任何用途相若的同類型機構。

在中國內地,我們只會接納本公司指定之中國內地指定醫院名單的醫院。

金額。

的任何一(1)種危疾。

「醫療所需」 是指關於醫療的治療及 / 或服務並符合下列條件:

. 符合病情的「診斷」及符合處理該等病情之常規醫療的治療;及

ii. 符合被廣泛認可的醫療方法之標準;及

iii. 並非純粹為方便受保人及其親屬,或「註冊醫生」而提供的。

受保人接受的醫療實驗及/或非主流醫療技術/程序均不屬醫療所需。

「保單」 指保單持有人與我們之間的合約,其中包括(i)保單條款;(ii)保單資料說明;(iii)由

保單持有人及 / 或受保人填寫之申請摘要,包括任何其後之更改、聲明及陳述;及(iv)

由我們發出並由授權人簽妥之保單條款之批註(如有)。

「保單周年日」 指隨後每一(1)年與保單日期相同之日期。

保障會以保單貨幣支付。

到期日。

**「保單期滿日」** 指已於保單資料說明中列明為「保單期滿日」之日期。

障的生效日期。

我們的獲授權簽署人簽妥,以批註形式(如有)作出更改。

**「保單復效日」** 指經我們批核之保單復效生效日期。

**「保單持有人」、「您」** 指本保單之法定擁有人,並已於保單資料說明中列明為「保單持有人」。

或「您的」

「**已存在的病況」** 是指在本保單繕發日或保單復效日(以較遲者為準)前已存在的病況‧即受保人已知或應

合理地意識到之任何病徵或症狀,並已獲註冊醫生建議接受或已接受醫學意見或治療,或

受保人已就有關病狀接受相關醫學治療、診斷、諮詢或處方藥物。

「保費回贈利益」 指在保單期滿日根據保單條款中的「保障條款」·若保單持有人可獲得此保費回贈利益時

應支付的金額。

**「註冊醫生」** 指在其執業地方獲得合法授權以提供醫療或手術服務的人士,並具有西方醫學學位資格及

執業執照。但註冊醫生不得為本保單之受保人、受保人的直系親屬、保單持有人或與保單

持有人有類似關係的任何人士。

「手術」

嚴重危疾的「手術」指下列任何一(1)項外科手術:

- i. 心瓣置換及修補;
- ii. 主動脈疾病手術; iii. 進行外科手術的冠狀動脈搭橋移植術;或
- iv. 主要器官移植。

早期危疾的「手術」指下列任何一(1)項外科手術:

- i. 於頸動脈進行血管成形術或內膜切除術;
- ii. 須作手術之腦動脈瘤;
- iii. 膽道重建手術;
- iv. 肝臟手術(部分肝臟切除術);
- v. 慢性腎臟疾病及單腎切除手術;或
- vi. 切除左肺或右肺手術。

「保障額」

指已於保單資料說明中列明為「保障額」之金額。

「繳付保費總額」

指的是截至保單期滿日,此保單的已到期並已繳付的全部保費之總額。繳付保費總額將根 據保費折扣(如有)後和不包括保費徵費而進行計算。

「等候期」

指保單繕發日或保單復效日之後的九十(90)日內,以較遲者為準。

「我們」、「我們的」 或「蘇黎世」

指蘇黎世人壽保險(香港)有限公司。

# 2. 保障條款

# 2.1 身故賠償

在保單生效期間並在符合保單條款規定的前提下,若受保人在保單年期內不幸身故,我們將會在收到受保人身故證明及我們所需的任何其他文件後,向受益人支付相等於繳付保費總額百分之一百一十(110%)的身故賠償,並需扣除本保單下的任何未繳的應付保費(適用於3年保費繳付年期)。

若其中一(1)名聯名受益人早於受保人身故,該聯名受益人之權益將轉至其他仍然在生的受益人,並根據他們 指定的比例分配,及若無指定的比例則平均分配。

若在受保人身故時沒有指定或在生的受益人·身故賠償會一(1)筆過支付予保單持有人;或若保單持有人已身故·則支付予保單持有人的遺產繼承人。

為免生疑問,身故賠償不會與嚴重危疾賠償一同支付。若受保人於保單期滿日仍然在生,則不會支付保單下身故賠償;若受保人於保單失效或退保之後死亡,則不會支付保單下的身故賠償。

此保單將於支付身故賠償後自動終止,並不會支付保費回贈利益。

# 2.2 保障額

不接受增加或降低保單的保障額。

# 2.3 嚴重危疾賠償

在保單生效期間並在符合保單條款規定的前提下,如受保人被確診患有嚴重危疾或接受嚴重危疾手術後仍然在生,我們將會在收到受保人患有嚴重危疾的診斷或接受嚴重危疾手術證明及我們所需的任何其他文件後,向保單持有人支付相等於保障額百分之一百(100%)的嚴重危疾賠償,並需扣除已支付及/或應支付的任何預支早期危疾賠償或深切治療賠償,以及本保單下的任何未繳的應付保費(適用於3年保費繳付年期)。根據本保單規定,蘇黎世在任何情況下均不會同時支付身故賠償及嚴重危疾賠償。為免生疑問,若受保人或保單持有人在受保人身故前未向我們報告受保人患有嚴重危疾的診斷結果,則不會支付嚴重危疾賠償。

在任何情況下,本保單於保單年期內均不會作出多於一(1)次嚴重危疾賠償。為免生疑問,若受保人同時患上超過一(1)種嚴重危疾,此賠償在整個保單年期內只限支付一(1)次,而賠償金額不會超過百分之一百(100%)的保障額。

除非受保人已診斷患有癌症並符合第2.5條的條款,否則一旦支付嚴重危疾賠償,本保單將自動終止。若已支付及/或應支付嚴重危疾賠償,將不會支付保費回贈利益。

# 2.4 預支早期危疾賠償或深切治療賠償

在保單生效期間並在符合保單條款規定及沒有已支付及/或應支付的嚴重危疾賠償的前提下,若受保人被確診患有早期危疾、或接受早期危疾手術後仍然在生、或受保人符合深切治療賠償要求並在醫院的深切治療部(ICU)入住連續三(3)日或以上,並確診已知或未知的疾病或受傷,我們將會在收到註冊醫生為受保人開納患有早期危疾的診斷或接受早期危疾手術或入住深切治療部的證明及我們所需的任何其他文件後,根據本保單的條款及限制向保單持有人支付預支早期危疾賠償或深切治療賠償。

- (a) 我們會向保單持有人預先支付預支早期危疾賠償或深切治療賠償,其金額相當於以下較小者:
  - 保障額的百分之二十(20%);或
  - 300,000港元。

根據我們繕發的所有至全護危疾保障計劃,每名受保人的每項早期危疾賠償或深切治療賠償的總限額不得超過300,000港元。

- (b) 在整個保單年期內,此預支早期危疾賠償或深切治療賠償只限支付一(1)次。
- (c) 要符合深切治療賠償的要求,受保人須入住醫院的深切治療部連續三(3)日或以上。該深切治療留醫需被已獲註冊醫生確認為醫療所需的治療。如果受保人可以在任何其他處所得到安全和適切的治療,不會視該深切治療留醫是醫療所需。此外,該深切治療留醫並不是直接或間接由下列原因引致或與之相關:
  - 受保人進行整形手術,但若受保人因意外而引致受傷並因而必須接受整形手術,及該治療於意外發生 起計九十(90)日內已獲本公司預先批核則除外;
  - 因受保人之妊娠、代母身份、分娩或終止妊娠、節育、不育或人工受孕或任何一性別絕育;
  - 受保人患有精神紊亂、心理或精神疾病、行為問題或人格障礙;

- 任何只為物理治療或就檢查徵狀及/或病徵而進行之診斷影像、化驗室檢查或其他診斷程序的深切治療留醫;或
- 受保人接受醫療實驗及/或非主流醫療技術/程序/治療;或尚未由當地政府、相關機構及當地認可 醫學會批准之新型藥物或幹細胞治療。

為免生疑問,若受保人在單一和相同的事件中同時符合預支早期危疾賠償及預支深切治療賠償的索償要求,我 們只會支付預支早期危疾賠償。

若受保人受保多於一(1)份至全護危疾保障計劃,我們將全權決定保單的索償次序。

在預支早期危疾賠償或深切治療賠償支付後,此預支早期危疾賠償或深切治療賠償會自動終止,將不會支付保 費回贈利益。

# 2.5 癌症藥物賠償

在保單生效期間及受保人首次確診癌症後的二十四(24)個月內·根據保單條款·若受保人被診斷癌症並符合嚴重危疾賠償·我們將會在收到註冊醫生開納的癌症藥物收費證明及我們所需的任何其他文件後·根據本保單的條款及限制向保單持有人支付癌症藥物賠償。

- (a) 我們會向保單持有人支付癌症藥物賠償,其金額相當於以下較小者:
  - 保障額的百分之十(10%);或
  - 120.000港元。

根據我們繕發的所有至全護危疾保障計劃,每名受保人的癌症藥物賠償總限額不得超過120,000港元。

(b) 任何化療 / 免疫治療 / 標靶治療等醫治癌症藥物需得到註冊醫生確認為醫療所需的治療 · 及該醫治癌症的 藥物需根據醫院管理局網站(www.ha.org.hk)上最新的醫管局藥物名冊表格清單 · 被列入癌瘤及免疫系統 藥物名冊清單內。

若受保人在癌症藥物賠償達到限額前身故,我們將向受益人支付5,000港元的身故恩恤賠償。

若受保人受保多於一(1)份至全護危疾保障計劃,我們將全權決定保單的索償次序。

癌症藥物賠償將在以下情況(以較先者為準)自動終止:

- i. 癌症藥物賠償已達第2.5(a)條款所示的最高支付限額;
- ii. 首次確診癌症的二十四(24)個月後;
- iii. 保單期滿日;或
- iv. 受保人身故。

若已支付及/或應支付癌症藥物賠償,將不會支付保費回贈利益。

# 2.6 保費回贈利益

若保單已屆保單期滿日,在沒有已支付或應支付身故賠償、嚴重危疾賠償、預支早期危疾賠償或深切治療賠償或癌症藥物賠償的情況下,我們會向保單持有人支付保費回贈利益,相當於繳付保費總額的百分之百(100%)。

# 2.7 賠償之限制及約束

本保單只保障由保單繕發日起至保單資料說明所示保單期滿日之前的期間,並受保單條款之約束。

在整個保單年期內,根據本保單所支付的總賠償限額不會超過:

- i. 身故賠償不會超過繳付保費總額的百分之一百一十(110%);或
- ii. 嚴重危疾賠償、預支早期危疾賠償或深切治療賠償及癌症藥物賠償不會超過保障額的百分之一百一十 (110%)。

如受保人在癌症藥物賠償達到限額之前身故,我們將向受益人支付5,000港元的身故恩恤賠償。

本保單在整個保單年期內,就身故賠償、嚴重危疾賠償、保費回贈利益,以及預支早期危疾賠償或深切治療賠償最多只會支付一(1)次。預支早期危疾賠償或深切治療賠償及癌症藥物賠償受第2.4條和第2.5條的條款約束。一旦身故賠償或其他所有賠償根據第2.3、2.4、2.5及2.6條的條款變為應支付,並在符合本保單的所有條款規定下,我們在本保單下的任何責任隨即解除,我們將不再有責任根據本保單向保單持有人支付任何賠償。

# 2.8 不保事項

我們不會支付任何由以下事件直接或間接引起或產生的嚴重危疾賠償,或預支早期危疾賠償或深切治療賠償或 癌症藥物賠償:

- i. 在保單繕發日或保單復效日(以較遲者為準)前已存在的危疾;
- ii. 任何受保人已患有的已存在的病况;
- iii. 由保單繕發日或保單復效日(以較遲者為準)起九十(90)日的等候期內,受保人經註冊醫生診斷患上 危疾,或出現任何可能導致或觸發危疾的疾病或身體狀況的任何徵狀或病徵(因意外導致的危疾,則此不 保事項將不適用);
- iv. 在神志正常或失常的情況下自殺、企圖自殺或蓄意自殘;
- v. 患上後天免疫缺乏綜合症(愛滋病)、愛滋病相關複合症或感染人類免疫缺乏病毒,但因輸血感染愛滋病 或因受侵害而感染之人類免疫缺乏病毒或因職業感染人類免疫缺乏病毒則除外;
- vi. 任何先天性或遺傳性疾病或發育狀況(只適用於在受保人年滿九(9)歳(下次生日年齡)前出現徵狀或 病徵或被診斷出的疾病);
- vii. 受保人使用的麻醉品(除非是由註冊醫生處方服用),或受保人濫用藥物及/或酒精;
- viii. 任何抵觸或試圖抵觸法律之行為,或參與打鬥、聚眾毆鬥或抗拒逮捕;
- ix. 戰爭,無論是宣戰還是未宣戰,革命或任何類似戰爭的行動;
- X. 進入、離開、操作、運輸或以任何方式參加航空旅行,但作為付費旅客乘坐商業客運航空公司運營的任何 飛機,在其既定客運航線上進行的常規預定旅程除外。

# 2.9 受保早期危疾列表

1. 於頸動脈進行血管成形術或內膜切除術

於頸動脈進行血管成形術或內膜切除術是指一(1)條或以上的頸動脈經血管造影術證明有百分之五十(50%)或以上狹窄的治療。同時必須符合以下(a)及(b)的標準:

- (a) 兩者其中之一:
  - i. 確實進行動脈內膜切除術以減輕症狀;或
  - ii. 確實進行血管介入治療·例如血管成形術及/或進行植入支架或動脈粥樣瘤清除手術·以減輕症狀:及
- (b) 診斷及治療的醫療所需,必須由相關專科的註冊醫生確定。

# 2. 原位癌

原位癌是指經病史證實並局限在侵入性前之病變·即癌細胞並無穿透基膜·亦未侵入(即指滲入及/或活躍地破壞)下列任何一(1)項的受保之器官群組的環繞組織或氣孔·並以所列的任何類別作準:

- (a) 乳房,而腫瘤級別被界定為TNM階段TIS;
- (b) 子宮·而腫瘤級別被界定為TNM階段TIS;或子宮頸界定為第三階段的子宮頸表層細胞癌病變(CIN III)或原位癌(CIS);
- (c) 卵巢及/或輸卵管·而腫瘤級別按TNM分期法必須被界定為TIS或屬FIGO\*的O階段;
- (d) 陰道或外陰,而腫瘤級別按TNM分期法必須被界定為TIS或屬FIGO\*的O階段;
- (e) 大腸及直腸;
- (f) 陰莖;
- (g) 睾丸;
- (h) 肺;
- (i) 肝;
- (j) 胃及食道;
- (k) 泌尿道,就膀胱的原位癌而言,包括被界定為Ta階段的乳頭狀癌;或
- (I) 鼻咽。

就此保單而言,原位癌疾病必須以活組織檢查術確定。

\*FIGO是指國際婦女產科合會(Federation Internationale de Gynecologie et d'Obstetrique)的分期法。

3. 須作手術之腦動脈瘤

受保人確實已透過顱骨切開術進行顱內手術作夾剪、修復或切除(一(1)條或以上)腦動脈內的動脈瘤· 惟導管及血管內所作之手術並不包括在內。

# 4. 膽道重建手術

因疾病或膽道創傷導致接受涉及膽總管小腸吻合術的膽道重建手術。手術必須由專科註冊醫生認為是醫療所需的情況下進行。膽道閉鎖並不在保障範圍內。

5. 慢性腎臟疾病及單腎切除手術

慢性腎臟疾病及單腎切除手術是指下列任何一(1)項:

(a) 慢性腎功能損害是指末期慢性腎功能不全。

必須符合下列所有準則:

- i. 以Modification of Diet in Renal Diseases (MDRD)或Cockcroft-Gault公式來評估腎小球過濾率 (GFR)為每分鐘少於30毫升 / 1.73米體表面積.該症狀連續維持至少九十(90)日。
- ii. 慢性腎功能損害的診斷必須由泌尿科或腎病科專科的註冊醫生確定。
- (b) 受保人因任何疾病或意外導致需要完全切除一(1)個腎臟。單腎切除手術必須由相關專科的註冊醫生 證實為醫療所需。

捐贈腎臟不受保障。

6. 肝臟手術(部分肝臟切除術)

受保人因疾病或意外導致必須以部分肝臟切除術切除最少一(1)整葉左肝臟或一(1)整葉右肝臟。

因酒精或濫用藥物引致的疾病或紊亂及/或因捐贈肝臟而所需的肝臟手術均不受此保障。

7. 主要器官移植(於器官移植輪候冊名單上)

受保人於香港醫院管理局或其居住國家政府所監管的官方正式器官移植輪候冊名單上,以器官接受者身份 輪候移植下列器官:

- (a) 在先進行全身骨髓消融後以造血幹細胞進行人體骨髓移植;或
- (b) 進行以下任何一 (1) 項人體器官移植,以治療該器官之不可復原的末期器官衰竭:心臟、肺、肝、腎或胰腺。

除上述(a)項所提供之器官移植,其他幹細胞移植及胰腺組織或細胞移植均不受此保障。

若受保人於其居住國家政府所監管(香港醫院管理局除外)的官方正式器官移植輪候冊名單上‧則除上述 條件外‧亦須符合下列所有之額外條件:

- i. 由兩(2)位適合的專科註冊醫生確認診斷及證實該器官移植為醫療所需;及
- ii. 提供支持該器官移植的臨床及/或病理證據。
- 8. 切除左肺或右肺手術

切除左肺或右肺手術是指受保人因疾病或意外導致需要完全切除左肺或右肺。部分切除左肺或右肺不受此 保障。

9. 植入心臟起搏器或除纖顫器

患者嚴重心律不整但無法透過其他方法治療,必須植入永久性心臟起搏器。植入起搏器必須經相關醫學範疇的專科註冊醫生證實屬醫療所需。

患者嚴重心律不整但無法透過其他方法治療·必須植入除纖顫器。植入除纖顫器必須經相關醫學範疇的專科註冊醫生證實屬醫療所需。本項保障包括配合心臟再同步治療法植入心臟起搏器。

10. 急性再生障礙性貧血

由急性及可逆轉骨髓衰竭所導致的貧血、嗜中性白血球減少症及血小板減少症而必須接受下列任何一 (1) 項治療:

- (a) 輸入血液製品;
- (b) 刺激骨髓藥物;
- (c) 免疫系統抑制性藥物;或
- (d) 骨髓移植。

診斷必須由血液專科註冊醫生確定。

# 2.10 受保嚴重危疾列表

# 組別1:癌症

1. 癌症

癌症是指

- (a) 任何經組織學確診為惡性之腫瘤·並須有惡性細胞已不受控制地生長並侵略其他細胞組織的特徵;或
- (b) 任何經組織病理學報告證實為白血病、淋巴瘤或肉瘤。

即使上述有何規定,就「危疾」之定義而言,癌症並不包括下列任何一(1)項:

- i. 任何在組織病理學中分類為癌前病變、非侵略性、或原位癌,或邊緣性或低惡性潛力的腫瘤;
- ii. 根據TNM評級系統,任何在組織學上被界定為T1NOMO或以下級別的甲狀腺腫瘤;
- iii. 根據TNM評級系統·任何在組織學上被界定為T1a或T1b或T1c或以下級別的前列腺腫瘤;
- iv. 被分類為RAI級別III以下的慢性淋巴性白血病;
- v. 與人類免疫缺乏病毒(HIV)感染同時存在的所有癌症;及
- vi. 任何非黑色素瘤的皮膚癌。

# 2. 腦腫瘤擴散

受保人患上之轉移性腦腫瘤。診斷必須由腫瘤科專科註冊醫生或相關醫學範疇的專科註冊醫生確實及以有效的病理報告證明。若臨床上未有指示病灶活組織檢查,理賠必須有證據顯示腫瘤增大及神經功能障礙日益惡化。若受保人同時感染人類免疫缺乏病毒(HIV)或後天免疫缺乏綜合症(愛滋病),腦腫瘤擴散將不為受保項目。

# 組別2:與主要器官和功能相關的危疾

3. 急性壞死及出血性胰腺炎

急性胰腺實質發炎及壞死、胰腺脂肪酶病灶性壞死及因血管壞死而出血,並須符合下列所有準則:

- (a) 所需治療是以手術清除壞死組織或進行胰切除術;及
- (b) 診斷必須以組織病理學的特徵為準,並由胃腸病專科註冊醫生確定。

因酒精或濫用藥物引致的胰腺炎並不受此保障。

4. 再生障礙性貧血

永久不可復原之骨髓衰竭而導致貧血、嗜中性白血球減少及血小板減少,並須接受下列最少兩(2)項的治療:

- (a) 輸入血液製品;
- (b) 刺激骨髓藥物
- (c) 免疫系統抑制性藥物;或
- (d) 骨髓移植。

再生障礙性貧血的診斷必須以骨髓穿刺細胞檢查確定。

5. 慢性復發性胰臟炎

胰臟炎發生超過三(3)次,導致胰臟功能紊亂,引致吸收不良,需要接受酵素替代療法。

慢性復發性胰臟炎必須由腸胃病專科註冊醫生診斷‧並且由內窺鏡逆行性膽胰造影術(ERCP)證明。

由酒精引起的再發性慢性胰臟炎除外。

6. 末期肝衰竭

末期肝衰竭必須有下列所有的症狀證明:

- (a) 持續性黃疸;
- (b) 腹水;及
- (c) 肝性腦病。

即使有上述症狀,由酒精或濫用藥物而引起或有關的肝衰竭並不受此保障。

# 7. 末期肺病

末期肺病引致慢性呼吸衰竭,並須符合下列所有準則:

- (a) 永久需要氧氣療法;
- (b) 在第一(1) 秒最大呼氧量(FEV1) 測試中的呼氧量每秒持續少於一(1) 公升(即在用力呼氣的第一(1) 秒期間);
- (c) 靜止時呼吸困難。

末期肺病的診斷必須由呼吸系統科的專科註冊醫生確定。

# 8. 暴發性病毒性肝炎

因肝炎病毒造成部分或廣泛性塊肝壞死、導致急劇肝衰竭、並須符合下列所有準則:

- (a) 肝臟急劇縮小,並與整塊肝葉壞死有關;
- (b) 肝酶急劇惡化;
- (c) 黃疸持續加深;及
- (d) 肝性腦病。

乙型肝炎感染或純屬帶菌狀態並不符合診斷準則。

# 9. 腎衰竭

兩個腎臟的功能已出現慢性及不可逆轉的末期衰竭情況·以致已開始進行定期之腎臟透析法或已接受腎臟 移植手術。

# 10. 主要器官移植

受保人以器官接受者身份接受下列器官移植:

- (a) 在先進行全身骨髓消融後以造血幹細胞進行人體骨髓移植;或
- (b) 進行以下任何一(1)項人體器官移植,以治療該器官之不可復原的末期器官衰竭:心臟、肺、肝、 腎、或胰腺。

除上述(a)項所提供之器官移植·其他幹細胞移植及胰腺組織或細胞移植均不受此保障。

# 11. 腎髓質囊腫病

腎髓質囊腫病之診斷須符合下列準則:

- (a) 於腎臟內發現腎髓質有多個囊腫連同出現腎小管萎縮及間質纖維化等現象;
- (b) 貧血、多尿及腎功能逐漸衰退之臨床證明;及
- (c) 腎髓質囊腫病的診斷經由腎活組織檢查確定。

單獨或良性腎囊腫則明確不受此保障。

# 12. 克隆氏症

克隆氏症是一 (1) 種慢性肉芽腫炎症性腸道疾病。該斷症必須由腸胃科註冊醫生或有關專科註冊醫生確定 診斷及有特徵性組織病理學證據證實。

該疾病必須已經造成以下腸道併發症中至少一(1)項:

- (a) 瘻管形成(不包括肛瘻);
- (b) 陽阻塞;或
- (c) 腸穿孔(並非由治療引致)。

# 13. 系統性紅斑狼瘡

多系統自身免疫性疾病、特徵是產生自身抗體以對抗多種自身抗原。

就「危疾」之定義而言,系統性紅斑狼瘡僅限指涉及腎臟(經腎臟活檢確定為國際腎臟協會/腎臟病理協會[Abbreviated International Society of Nephrology/Renal Pathology Society(ISN/RPS)]的狼瘡性腎炎分類(2003)中的III級、IV級、V級或VI級)的系統性紅斑狼瘡。其他類型如盤狀紅斑狼瘡,以及只涉及血液和關節的系統性紅斑狼瘡,則明確不受此保障。

LI-DCI-PRO-LIT-01992-ET-1223

國際腎臟協會 / 腎臟病理協會[Abbreviated International Society of Nephrology/Renal Pathology Society (ISN/RPS)]的狼瘡性腎炎分類(2003):

第1級 - 微小系膜狼瘡性腎炎

第||級 - 系膜增生性狼瘡性腎炎

第Ⅲ級 - 病灶性狼瘡性腎炎

第Ⅳ級-彌漫性節段性(IV-S級)狼瘡性腎炎或全球性(IV-G級)狼瘡性腎炎

第V級 - 膜性狼瘡性腎炎

第VI級 - 高度硬化性狼瘡性腎炎

# 14. 系統性硬皮病

是指因結締組織疾病引致皮膚、血管及內臟器官逐步彌漫性纖維化,達至全身受影響的程度已符合下列準則的其中兩(2)項:

- (a) 肺受影響之證明為一氧化碳肺擴散容量(DLCO)是少於預測值的百分之七十(70%),或第一(1) 秒最大呼氧量(FEV1)、肺活量(FVC)或肺總量(TLC)是少於預測值的百分之七十五(75%);
- (b) 腎受影響之證明為腎小球濾過率(GFR)是每分鐘少於六十毫升(60ml/min);及/或
- (c) 心臟受影響之證明為充血性心力衰竭、心律失常以致需服用藥物、或心包炎(中度至大量心包積液)。

以下所列不包括在承保範圍內:

- i. 局部硬皮病(線性硬皮病或硬斑病);及
- ii. 嗜酸性筋膜炎;及
- iii. CREST綜合症。

必須由風濕病專科註冊醫生對該系統性硬皮病作出明確診斷。

# 15. 潰瘍性結腸炎

潰瘍性結陽炎僅指急性爆發性潰瘍性結腸炎,導致威脅生命的電解質異常,通常伴有腸道氣脹及腸道破裂的風險。整個大腸受累,伴有嚴重的帶血腹瀉及系統性症狀及病徵,一般的治療方法為完全結腸切除及迴腸造口術。診斷必須由病理學上的特徵證實,而且結腸切除或/和迴腸造口術必須為治療的一部分。

# 組別3:與心臟相關的危疾

# 16. 心肌病

心肌功能受損,由心臟專科註冊醫生明確診斷為心肌病,並導致永久性損害,其程度達美國紐約心臟病學會(New York Heart Association)心臟功能分級的第III或第IV級,或其同等級別,並按下列之級別準則已持續最少六(6)個月:

第Ⅲ級 - 顯著功能限制 · 受影響病人於休息時方覺舒適 · 但在進行少於正常體力消耗之活動時則會引致出現充血性心臟衰竭的病徵。

第IV級-進行任何活動皆會引起不適。即使在休息時亦出現充血性心臟衰竭的病徵。而任何體力活動增加 皆會感到不適。

心肌病的診斷必須由心臟超聲波結果證明心室功能受損。

即使上述有何規定,心肌病若是直接與酒精或濫用藥物有關,則不受此保障。

# 17. 夾層主動脈瘤

夾層主動脈瘤是指主動脈的內膜破裂導致血液流入主動脈壁中層形成夾層動脈瘤。

就「危疾」之定義而言,主動脈指胸主動脈與腹主動脈而非其旁支。

診斷必須經由電腦掃描、磁力共振掃描及磁力共振血管造影或心導管檢查檢驗結果確認,並經由心臟科或血管科專科註冊醫生證實,及需要通過剖腹或開胸手術進行緊急手術。

通過微創或動脈內技術進行的修復或矯正主動脈疾病的手術均不受此保障。

# 18. 艾森門格綜合症

艾森門格綜合症是指因心臟疾病造成肺動脈高壓,進而導致反向或雙向分流。

診斷須符合下列所有條件:

- (a) 出現永久性體力活動受限·分類為紐約心臟病學會心臟功能分級的第Ⅳ級;及
- (b) 艾森門格綜合症的診斷以及體力活動受限的程度必須由心臟科專科註冊醫生確認。

## 19. 心臟病

因心臟血液供應不足,引致部分心臟肌肉(心肌)壞死,並須符合下列所有準則:

- (a) 典型的胸痛病歷;
- (b) 在相關心臟事故期間心電圖顯示新近具急性心肌梗塞特徵的變化;及
- (c) 以下其中一(1)項:
  - i. 心肌酵素(CPK-MB)提高至一般公認的實驗室水平的正常水平以上;或
  - ii. 心肌旋轉蛋白水平達到心肌旋轉蛋白I(Troponin I)>0.5ng/ml或以上。

心絞痛則明確不受此保障。

## 20. 傳染性心內膜炎

是指由感染性微生物引致的心臟內膜炎症, 並須符合下列所有準則:

- (a) 血液培植結果呈陽性反應,證明感染性微生物的存在;
- (b) 出現最少中度之心臟瓣膜功能不全(即返流部分達百分之二十(20%)或以上)或中度之心臟瓣膜狹窄(即心臟瓣面積為正常值的百分之三十(30%)或以下),導致傳染性心內膜炎;及
- (c) 傳染性心內膜炎的診斷及瓣膜受損的嚴重程度必須由心臟病專科註冊醫生確定。

## 21. 原發性肺動脈高血壓

透過包括心導管檢查在內的檢查確定為原發性肺動脈高血壓連同右心室大幅擴大,導致永久不可復原的損害,其程度達美國紐約心臟病學會(New York Heart Association)心臟功能分級的第III或第IV級,並按下列之級別準則作準:

第Ⅲ級 - 顯著功能限制,受影響病人於休息時方覺舒適,但在進行少於正常體力消耗之活動時則會引致出現充血性心臟衰竭的病徵。

第IV級-無法進行任何體力活動而沒有不適。即使在休息時亦出現充血性心臟衰竭的病徵。當增加體力活動時,則會感到不適。

肺動脈高血壓若不符合上述條件,則不受此保障。

# 22. 心瓣置換及修補

出現心臟瓣膜缺陷或異常而確實已接受剖開心臟之手術以置換或修補心臟瓣膜。

透過血管內的手術、鎖孔手術或其他類似手術程序進行的修補則明確不受此保障。

## 23. 主動脈疾病手術

主動脈疾病手術是指因主動脈疾病而需要經開胸或剖腹進行切除和修復或置換患病主動脈的手術。

就「危疾」之定義而言・「主動脈」是指胸主動脈和腹主動脈・不包括其分支血管。

就本保單而言,以下情況不在保障範圍內:

- (a) 意外造成的主動脈損傷;及
- (b) 透過採用微創或動脈內技術進行手術以修補或矯正主動脈疾病。

血管成形術及所有其他經動脈內技術進行手術、導管技術、鎖孔手術或激光手術程序,均不包括在主動脈 疾病手術之內。

# 24. 進行外科手術的冠狀動脈搭橋移植術

對出現限制性心絞痛徵狀人士進行心臟外科手術,透過搭橋移植術以矯正一(1)條或多條冠狀動脈的收窄或栓塞,但不包括氣囊血管成形術或以激光舒緩冠狀動脈栓塞情況。

# 組別4:與神經系統相關的危疾

# 25. 亞爾茲默氏病 / 不可還原之器質性腦退化疾病

經受保人的臨床狀態及標準問卷或測驗證明受保人的思考能力退化或喪失,或行為舉止之失常是由亞爾茲 默氏病或其他不可還原之器質性腦退化疾病引致,並導致受保人之思維能力及社交活動能力嚴重退減,進 而影響受保人須接受持續性之護理。亞爾茲默氏病或其他不可還原之器質性腦退化疾病的診斷必須由腦神 經專科註冊醫生臨床確定。

以下所列並不包括在內:

- (a) 非器質性腦疾病如神經機能疾病及精神病;及
- (b) 任何藥物或酒精引起的器質性腦疾病。

## 26. 肌萎縮性脊髓側索硬化

有肌肉無力及萎縮為特徵,並有以下情況作為證明:脊髓前角細胞功能失調、可見的肌肉顫動、痙攣、過度活躍之深層肌腱反射和伸肌足底反射、皮質脊髓束受影響、構音障礙及吞嚥困難之跡象。必須由腦神經科專科註冊醫生,以適當的神經肌肉檢查如肌電圖(EMG)證實。

# 27. 植物人

指腦皮質全面壞死,惟腦幹仍保持完整。有關植物人之確實診斷必須獲腦神經專科註冊醫生確定,並須附以醫生證明該情況已持續不少於一(1)個月。

# 28. 細菌性腦(脊)膜炎

由細菌感染引致腦或脊髓發炎,並導致永久性神經機能缺損。細菌性腦(脊)膜炎之診斷必須由以下所列確定:

- (a) 有關診斷必須獲腦神經專科註冊醫生確定;及
- (b) 腰椎穿刺證實腦脊髓液受細菌感染。

## 29. 良性腦腫瘤

腦部或顱腦膜內的良性腫瘤,並產生顯示顱內壓增高的徵狀,例如:視神經乳頭水腫、精神症狀、癲癇及感覺障礙。良性腦腫瘤的存在必須由影像研究如電腦掃描(CT scan)或磁力共振(MRI)造影確定。

以下所列並不受此保障:

- (a) 囊腫;
- (b) 肉芽腫:
- (c) 腦動脈或靜脈畸形:
- (d) 血腫;
- (e) 腦垂體或脊椎腫瘤;及
- (f) 聽覺神經腫瘤。

# 30. 昏迷

昏迷是指一(1)種失去知覺的狀態,對外來刺激或體內需求毫無反應,並與永久性神經機能缺損有關及持續最少九十六(96)小時,並需要利用生命維持系統。昏迷必須由腦神經專科註冊醫生確定。

即使符合上述情況,因自致的受傷、酒精或濫用藥物而引致的昏迷並不受此保障。

## 31. 庫賈氏病

單獨因庫賈氏病(CJD)或變種庫賈氏病導致相關的神經機能缺損而使受保人永久性不能完成此保單內界定之「日常生活活動」的其中最少兩(2)項活動。

由人類生長激素治療引致的疾病並不受此保障。該診斷必須由相關醫學範疇的專科註冊醫生確定。

# 32. 失聰

因疾病或意外受傷導致雙耳完全失去聽覺(即在所有頻率中損失聽力最少八十(80)分貝)及不可復原。 須提供包括聽力測驗和聲域測驗的醫學證明,而失聰之診斷必須由耳、鼻、喉專科計冊醫生確定。

## 33. 腦炎

因嚴重的腦實質炎症導致嚴重的永久性神經機能缺損,並證明已持續最少三十(30)日。腦炎的診斷必須獲腦神經專科註冊醫生確定。

由人類免疫缺乏病毒(HIV)引致的腦炎並不受此保障。

# 34. 偏癱

因疾病或意外受傷(自致之受傷除外)導致癱瘓以致半邊身體完全及永久失去功能。

## 35. 嚴重頭部創傷

因腦部受傷引致嚴重的永久性腦功能受損,並證明由受傷當日起計已持續最少三(3)個月。該永久性腦功能受損必須導致不能完成在此保單內界定之「日常生活活動」的其中最少三(3)項活動(無論有否使用機械設備、特殊裝置或專為殘疾人士而設的其他輔助和調整設備)。嚴重頭部創傷的診斷必須由腦神經專科計冊醫生確定及獲得本公司的醫務總監正式同意。

# 36. 結核性腦膜炎

結核桿菌感染的腦膜炎而導致嚴重發炎及腦功能障礙,有關診斷必須由腦神經科專科註冊醫生證實,並必須經腦脊液(CSF)或神經掃描確診。還必須為永久性神經系統受損引致運動神經功能缺損或顱神經功能障礙,有關情況於診斷後至少三(3)個月持續出現。

# 37. 多發性硬化症

經腦神經專科註冊醫生作出無可置疑之診斷為多發性硬化症,並確定下列各項:

- (a) 有關神經束支(白質)的病徵,包括視神經、腦幹和脊髓而引致可明確界定的神經機能缺損;
- (b) 多次不連續不同位置的病灶;及
- (c) 對上述的病徵或神經系統的缺損有詳細的病歷記錄,包括病情變壞及復原的病史。

必須進行如磁力共振掃描、電腦斷層掃描或其他可靠的顯影技術檢查所得的結果,而確認此診斷。

# 38. 肌營養不良症

肌營養不良症的診斷必須由腦神經專科註冊醫生根據下列四(4)項條件中的三(3)項作出確定:

- (a) 家族史內有其他家庭成員受到相同疾病之影響;
- (b) 臨床檢驗包括:無官感神經紊亂、正常腦脊液及輕微腱反射的減退;
- (c) 特殊的肌電圖;或
- (d) 臨床推測必須有肌肉活組織檢查加以證實。

## 39. 癱瘓

因疾病或意外受傷引致癱瘓進而導致完全及永久失去雙手或雙腳、或一(1)手及一(1)腳的功能。

# 40. 柏金遜症

經腦神經專科註冊醫生作出無可置疑之診斷為柏金遜症,病情如下:

- (a) 無法以醫藥療法控制;
- (b) 有逐漸轉壞的症狀;及
- (c) 按日常生活活動評估確定受保人無法完成此保單內界定之「日常生活活動」的其中最少三(3)項活動 (無論有否使用機械設備、特殊裝置或專為殘疾人士而設的其他輔助和調整設備)。

只保障不明起因的柏金遜症,因藥物或中毒導致的柏金遜症除外。

# LI-DCI-PRO-LIT-01992-ET-1223

# 41. 脊髓灰質炎

受脊髓灰質炎病毒的感染而引致癱瘓性之疾病。因脊髓灰質炎引致的癱瘓必須由腦神經專科註冊醫生確定,而不涉及癱瘓的個案則不包括在內。

## 42. 原發性側索硬化症

大腦皮質運動神經元逐漸退化失調,導致由上運動神經元控制的肌肉廣泛衰弱,臨床特徵為肢體肌肉漸進式出現痙攣性衰弱,此前或其後伴有痙攣性發音及吞嚥困難,顯示皮質脊髓束及皮質延髓束同時受到影響。確診須由神經科註冊醫生作出,並經由肌電圖檢查等適當的神經肌肉測試驗證實。

病情必須導致在沒有別人協助的情況下,永久性失去進行此保單內界定之「日常生活活動」中最少三(3)項的能力。此狀況需有最少連續三(3)個月的醫療記錄。

# 43. 進行性延髓癱瘓

由顱神經和皮質延髓束病損導致肌肉進行性退化,導致咀嚼、吞咽與談話困難。必須由腦神經科專科註冊醫生診斷為進行性病變並已導致永久性神經系統受損,並有適當的神經肌肉測試如肌電圖(EMG)作證據。

## 44. 進行性肌肉萎縮症

需經由神經系統疾病專科註冊醫生明確診斷為進行性肌肉萎縮。診斷必須以肌肉活組織病理檢查結果及肌 酸磷酸激酶評估結果作支持。病情必須導致在沒有別人協助的情況下,永久性失去進行此保單內界定之 「日常生活活動」中最少三(3)項的能力。此狀況需有最少三(3)個月的醫療紀錄。

## 45. 進行性核上神經痲痺症

進行性核上神經痲痺症在不涉及任何其他因素下引致永久性神經機能缺損,並直接導致受保人永久不能完成此保單內界定之「日常生活活動」的其中最少兩(2)項活動。有關進行性核上神經痲痺症的診斷必須由腦神經專科註冊醫生確定。

# 46. 脊髓肌肉萎縮症

脊髓前角細胞及腦幹運動細胞核的退化病變,以近側的肌肉無力和萎縮為主要特徵,由腿部為最先開始並逐步擴散至遠側的肌肉。有關病變必須在不涉及任何其他因素下直接導致受保人在沒有協助的情況下永久失去進行三(3)項或以上此保單內界定之「日常生活活動」的能力。

脊髓肌肉萎縮症的診斷必須由專科註冊醫生證實並附有適當的神經肌肉檢驗如肌電圖證明(EMG)。

# 47. 中風

由於任何腦血管意外或事故產生並持續最少四(4)個星期的神經後遺症,及因而導致永久性神經機能缺損。中風包括腦組織梗塞、腦出血及由腦以外原因引致血栓塞。中風的診斷必須以電腦掃描(CT scan)或磁力共振(MRI)作證明,並必須由腦神經專科註冊醫生確定。

以下各項不在受保之列:

- (a) 因短暫性腦缺血引致的腦部症狀;
- (b) 因偏頭痛引致的腦部症狀;及
- (c) 對眼或視神經或前庭系統功能造成影響的血管疾病。

# 48. 失明

因疾病或意外受傷導致的永久性雙目完全失去視力。失明必須經眼專科註冊醫生確定。

# 組別5:其他嚴重危疾

# 49. 因輸血而感染愛滋病

因輸血導致人類免疫缺乏病毒 (HIV) 感染,並須符合下列各項條件:

- (a) 該輸血是醫療所需;
- (b) 確定受感染之源頭是用作輸血的受污染之血液,並可透過提供該受污染之血液的機構追查其來源;及
- (c) 受保人沒有罹患血友病。

若已有任何療法可供醫治,我們亦不會作出任何嚴重危疾賠償。「療法」是指任何可以使人類免疫缺乏病毒(HIV)變為不活躍或非傳染性的治療。

50. 慢性腎上腺功能不全(即阿狄森氏病)

是指因自身免疫性疾病引致腎上腺逐漸受到破壞,導致終生需要糖皮質激素及礦皮質素補充療法。有關慢性腎上腺功能不全(即阿狄森氏病)的診斷必須由:(i)內分泌專科註冊醫生及我們指派的一(1)位獨立的醫務專家確定;及(ii)促腎上腺皮質激素測試證明。

此保障只限承保由自身免疫性疾病引致的慢性腎上腺功能不全·所有其他原因引致的腎上腺功能不全並不 受此保障。

51. 糖尿病併發症

糖尿病出現併發症·糖尿科專科註冊醫生認為乃保存性命的唯一方法·因而在足踝或較高位置切斷單足。 如只切斷一(1)隻或多隻腳趾又或任何其他理由截肢並不在保障範圍。

52. 伊波拉

伊波拉病毒感染須符合下列條件:

- (a) 由實驗室檢驗證明伊波拉病毒之存在;
- (b) 不斷因感染引致併發症,並由出現有關病徵開始起計持續超過三十(30)日;及
- (c) 該感染並不導致死亡。

# 53. 象皮病

指末期絲蟲病,其性質為身體組織因血液循環受阻或淋巴管堵塞而全面腫大。

象皮病的明確診斷必須:

- (a) 由適合的專科註冊醫生臨床證實;
- (b) 以微絲蚴的化驗結果確認;及
- (c) 必須獲本公司的醫務總監認同。

因任何其他疾病感染、外傷、手術後的疤、充血性心衰竭或先天性淋巴系統不正常等情況引致的淋巴水腫 則不受此保障。

54. 溶血性鏈球菌引致之壞疽

包圍肢體或軀幹肌肉之淺及 / 或深筋膜受到感染,病情屬暴發性並需要即時進行手術及清創術。確診必須 經細菌培養及由專科註冊醫生於進行手術探察後證實。

55. 因受侵害而感染之人類免疫缺乏病毒

指人類免疫缺乏病毒(HIV)感染並符合以下所有條件:

- (a) 因人身侵害而被迫接觸受HIV感染的針頭或銳器,或被已感染HIV人士性侵害;及
- (b) 侵害事件在保單繕發日或保單復效日(以較遲者為準)於香港特別行政區或澳門特別行政區發生·並在事件發生後十四(14)日內向香港特別行政區或澳門特別行政區警方報案;及
- (c) 須在事件發生後十四(14)日內進行測試,顯示HIV或HIV抗體為陰性。以及,在事件發生後六(6)個月內重新進行測試,並顯示感染人類免疫缺乏病毒。

若已有任何療法可供醫治愛滋病·HIV或防治愛滋病的醫學方法,則是項保障並不適用,我們亦不會作出 任何嚴重危疾賠償。

56. 失去兩肢

因疾病或受傷導致任何兩(2)肢於腕骨或踝骨部位或以上切斷。

57. 失去一肢及一眼

因疾病或受傷導致不可復原及永久性完全喪失一(1)眼視力及任何一(1)肢於腕骨或踝骨部位或以上切斷。

# 58. 喪失語言能力

因疾病或受傷導致完全喪失說話能力及不可復原,並持續十二(12)個月。必須由耳、鼻、喉專科註冊醫生提供醫療證明以確定聲帶受損引致喪失語言能力。

所有與精神病有關的原因不受此保障。

## 59. 嚴重燒傷

身體表面最少有百分之二十(20%)的皮膚受到三(3)級燒傷(皮膚全層燒傷)。

# 60. 因職業感染人類免疫缺乏病毒

受保人在進行其正常職務時發生意外,因而導致感染人類免疫缺乏病毒(HIV)。必須提供證明血清轉變至人類免疫缺乏病毒(HIV)感染是在意外當日起計六(6)個月內產生,該證明須包括意外發生後七(7)日內所作之呈陰性反應的人類免疫缺乏病毒(HIV)抗體測試。必須在意外當日起計三十(30)日內將引致人類免疫缺乏病毒(HIV)感染的意外向本公司報告。

由其他途徑(包括但不限於性行為、受保人作為接受者接受輸血,或靜脈注射毒品)導致之人類免疫缺乏病毒(HIV)感染則明確不受此保障。

若已有任何療法可供醫治,則是項保障並不適用,我們亦不會作出任何嚴重危疾賠償。「療法」是指任何可以使人類免疫缺乏病毒(HIV)變為不活躍或非傳染性的治療。

# 61. 嚴重類風濕性關節炎

明確診斷為類風濕關節炎之免疫系統疾病,並符合下列所有準則:

- (a) 須符合美國風濕病學會(American College of Rheumatology)就類風濕關節炎所界定之診斷準則;
- (b) 永久性失去進行最少兩(2)項此保單內界定之「日常生活活動」的能力;
- (c) 廣泛性關節損壞及下列之關節部位有三(3)個或以上出現嚴重臨床變形:手、手腕、手肘、膝、髖 部、足踝、頸椎或足部;及
- (d) 上述狀況已持續最少六(6)個月。

# 62. 嚴重骨質疏鬆症

骨質疏鬆症是一(1)種骨骼退化的疾病,導致骨質喪失。診斷時需符合世界衛生組織(WHO)骨質疏鬆症定義與骨質密度讀數T值小於-2.5。還必須有三(3)次因骨質疏鬆症所致之股骨,手腕或椎骨骨折病史。這些骨折必須直接導致受保人永久無法完成最少三(3)項此保單內界定之「日常生活活動」。

嚴重骨質疏鬆症的保障將於受保人年滿七十(70)歲(下次生日年齡)時即時自動終止。

# 63. 末期疾病

由適當的專科註冊醫生確診(連同書面確認)預期受保人之狀況將導致受保人於十二(12)個月內死亡。 受保人必須已不再接受任何積極性治療,惟緩解疼痛或其他舒緩性的措施則除外。

# 64. 壞死性筋膜炎

壞死性筋膜炎須符合下列各項條件:

- (a) 該診斷必須由相關醫學範疇的專科註冊醫生確定;
- (b) 所鑑別出之細菌乃是已知會導致壞死性筋膜炎的;及
- (c) 出現廣泛性肌肉及其他軟體組織損壞,並導致身體受影響部位完全及永久失去功能。

# 65. 其他嚴重的冠狀動脈疾病

嚴重的冠狀動脈疾病是指有最少三(3)條主要冠狀動脈分別閉塞達最少百分之六十(60%)或以上,並只限以冠狀動脈造影術作證明(非創傷性之診斷程序並不符合此要求)。

就「危疾」之定義而言,「主要冠狀動脈」是指任何左動脈主幹、左動脈前降支、迴旋動脈及右冠狀動脈 (但不包括所有上述之動脈的分支血管)。

## 66. 嚴重重症肌無力

是指一(1)種引致神經肌肉傳遞障礙之後天免疫性疾病·並導致波動性之肌無力及容易疲勞·且須符合下 列所有準則:

- (a) 永久出現肌無力,並根據下列按美國重症肌無力基金會的臨床分類(Myasthenia Gravis Foundation of America Clinical Classification)界定為第III、IV或V級;及
- (b) 重症肌無力的診斷必須由腦神經專科註冊醫生確定。

美國重症肌無力基金會的臨床分類(Myasthenia Gravis Foundation of America Clinical Classification):

第1級:任何眼部肌肉無力,可能性之上瞼下垂,及並無其他部位出現肌無力的證據。

第Ⅱ級:任何程度之眼部肌肉無力·及其他部位之輕度肌肉無力。 第Ⅲ級:任何程度之眼部肌肉無力·及其他部位之中度肌肉無力。

第IV級:任何程度之眼部肌肉無力,及其他部位之嚴重肌肉無力。

第V級:需要插管以維持氣管暢通。

## 67. 系統性硬化症

系統性硬化是一(1)種慢性的,全身性的自身免疫疾病,以組織纖維化、小血管病變、和自身抗體形成為 特徵。

診斷須符合以下所有條件:

- (a) 有證據表明下列器官中至少一(1) 個受到損害:
  - i. 食道管;
  - ii. 肺;
  - iii. 心臟;或
  - iv. 腎臟;及
- (b) 系統性硬化的診斷及器官損害須由風濕病學專科或免疫病學專科註冊醫生確認。

## 68. 慢性自體免疫性肝炎

- 一 (1) 種成因不明之慢性肝壞死性的肝炎,血液中有自身抗體和高血清球蛋白血運行。必須完全符合以下所有準則方為一 (1) 個有效索償要求:
- (a) 高丙種球蛋白質症。
- (b) 至少存在以下其中一(1)種自身抗體:
  - i. 抗細胞核抗體;
  - ii. 抗平滑肌抗體;
  - iii. 抗肌動蛋白抗體
  - iv. 抗LKM-1抗體;及
- (c) 肝臟活組織檢查結果確診為自體免疫性肝炎。 自體免疫性肝炎必須經由肝病專科註冊醫生確診。

## 69 嗜絡細胞瘤

嗜鉻細胞瘤是一 (1)種發生于腎上腺或腎上腺外嗜鉻組織的神經內分泌腫瘤,導致身體分泌過量的兒茶酚胺。診斷須符合以下所有條件:

- (a) 已對腫瘤實施手術清除;及
- (b) 嗜鉻細胞瘤的診斷必須由已經註冊的內分泌科專科註冊醫生確認。

# 70. 嚴重肺纖維化

嚴重及彌漫型肺纖維化·需要永久性每日進行最少八(8)小時或以上大劑量吸氧治療。必須由呼吸系統 科的專科註冊醫生以肺活檢報告證實下確診。

# 71. 不能獨立生活

不能獨立生活是指在專用設備的協助下也不能進行此保單內界定之「日常生活活動」的其中最少三(3)項活動,並且在整個活動過程中需要另一(1)個人從旁協助,及已持續最少六(6)個月及永久不能完成有關活動。就此定義而言,「永久」一詞的定義是指根據現時醫學知識及技術,已完全沒有復原的希望。不能獨立生活的診斷必須由註冊醫生確定。

不能獨立生活的保障將於受保人年滿六十五(65)歲(下次生日年齡)生日後緊接著的保單周年日自動終止。

所有與精神病有關的原因不受此保障。

# 3. 保單權益條款

# 3.1 指定後備保單持有人

在不抵觸保單條款之中其他條款及條件的前提下,保單持有人可以在無需受益人同意的情況下指定一(1)名人士為後備保單持有人,在保單持有人罹患末期疾病、昏迷、不能獨立生活、植物人、嚴重頭部創傷或癱瘓(每一(1)項均為以下第3.2條的條款「若有指定後備保單持有人時觸發保單擁有權變更的指明傷疾」之下定義的「指明傷疾」)的情況下,後備保單持有人將成為本保單的保單持有人。

保單持有人可以在本保單繕發後指定一(1)名後備保單持有人。除非保單持有人罹患指明傷疾,否則保單持有人 有權在此之前取消對後備保單持有人的指定,並有權指定另一(1)人作為後備保單持有人。

只有在滿足下列條件時,方可行使指定後備保單持有人撰項,而本保單有關的擁有權轉讓才會生效:

- i. 保單持有人必須提交一(1)份填妥的「指定/更改後備保單持有人表格」·該項指定/更改須經本公司批 准:
- ii. 後備保單持有人的年齡必須超過十八(18)歲,而一(1)次只能指定一(1)人作為後備保單持有人;
- iii. 如要實施本保單的擁有權變更・後備保單持有人必須提交經由註冊醫生作出具證明保單持有人所患指明傷疾 的有關證據・而本保單的該項擁有權變更須經本公司批准:
- iv. 行使指定後備保單持有人選項時,以及當本保單的擁有權變更時,後備保單持有人必須在世。

後備保單持有人的指定只在本公司作出批准之日才生效,而本公司將會根據本公司不時釐定的條款及條件,按照本公司的獨自及絕對酌情權決定。

倘若本保單的擁有權變更按照以下第**7.4**條的條款實施,任何已被指定的後備保單持有人將會同時予以撤銷,不會另作通知。

就根據本條款擁有權轉讓予後備保單持有人而引起的任何索償或損失,本公司一概不承擔責任。

# 3.2 若有指定後備保單持有人時觸發保單擁有權變更的指明傷疾

# (i) 末期疾病

由適當的專科註冊醫生確診(連同書面確認)預期保單持有人之狀況將導致保單持有人於十二(12)個月內死亡。保單持有人必須已不再接受任何積極性治療、惟緩解疼痛或其他舒緩性的措施則除外。

## (ii) 昏迷

昏迷是指一(1)種失去知覺的狀態,對外來刺激或體內需求毫無反應,並與永久性神經機能缺損有關及持續最少九十六(96)小時,並需要利用生命維持系統。昏迷必須由腦神經專科註冊醫生確定。

即使符合上述情況,因自致的受傷害、酒精或濫用藥物而引致的昏迷並不受此保障。

## (iii) 不能獨立生活

不能獨立生活是指在專用設備的協助下也不能進行此保單內界定之「日常生活活動」的其中最少三(3)項活動,並且在整個活動過程中需要另一(1)個人從旁協助,及已持續最少六(6)個月及永久不能完成有關活動。就此定義而言,「永久」一詞的定義是指根據現時醫學知識及技術,已完全沒有復原的希望。不能獨立生活的診斷必須由註冊醫生確定。

所有與精神病有關的原因不受此保障。

# (iv) 植物人

指腦皮質全面壞死,惟腦幹仍保持完整。有關植物人之確實診斷必須獲腦神經專科註冊醫生確定,並須附以 醫生證明該情況已持續不少於一(1)個月。

# (v) 嚴重頭部創傷

因腦部受傷引致嚴重的永久性腦功能受損,並證明由受傷當日起計已持續最少三(3)個月。該永久性腦功能 受損必須導致不能完成在此保單內界定之「日常生活活動」的其中最少三(3)項活動(無論有否使用機械設 備、特殊裝置或專為殘疾人士而設的其他輔助和調整設備)。嚴重頭部創傷的診斷必須由腦神經專科註冊醫 生確定及獲得本公司的醫務總監正式同意。

# (vi) 癱瘓

因疾病或意外受傷引致癱瘓進而導致完全及永久失去雙手或雙腳、或一(1)手及一(1)腳的功能。

# 4. 保費條款

# 4.1 繳付保費

保費需於整個保費繳付年期繳付。需繳保費的金額及保費繳付方式已於保單資料說明中列明。

當已繳保費少於需繳保費,我們可酌情退款或拒絕任何已繳保費。儘管本條款有任何規定,我們保留在保費到期後就任何差額提出追索的權利。

在整個保費繳付年期之保費為固定。不論是否已賠償預支早期危疾賠償或深切治療賠償,保費不會因而減少並應繼續繳付保費。

若受保人已確診為患上癌症並有資格可獲得嚴重危疾賠償,此保單下應支付的未來保費將被豁免,直到保單終 止。

# 4.2 寬限期

就每筆保費繳付而言,我們將給予由保費到期日起計三十(30)日之寬限期。若在寬限期屆滿後仍未繳付已到期 之保費,保單將會即時失效或終止。

# 4.3 復效

若保單根據上述第4.2條的條款下終止,保單可在我們絕對酌情下於未繳付保費之到期日起計兩(2)年內復效。

根據保單條款,保單持有人可在符合下列條件的情況下申請保單復效:

- i. 於未繳付保費之到期日起計兩(2)年內·以指定的表格書面申請復效並由我們收妥;
- ii. 保單持有人須向我們提供有效的證據,足夠證明受保人仍然適合受保(包括但不限於受保人的健康證明);
- iii. 全數繳付所有未繳付的已到期保費及以我們釐定的利率計算之利息;
- iv. 保單持有人須提供我們合理要求之資料或文件;及
- v. 復效申請及復效條款須經由我們書面批核。

# 5. 終止條款

#### 保單終止 5.1

儘管本保單的其他部分有相反的條文,保單將在以下情況(以較先者為準)時終止:

- i. 受保人身故:
- iii. 保單持有人未能於指定時間內向我們提交用作核實其身份的所須文件;
- iv. 於上述第4.2條的條款所述之保單因寬限期完結而失效;
- v. 保單期滿日;
- vi. 嚴重危疾賠償已支付及/或應支付(除非受保人確診癌症);
- vii. 達到癌症藥物賠償的最高支付限額; viii. 我們合理認為該保單需要終止,以遵從適用於我們的相關法律及監管要求;
- ix. 首次確診癌症的二十四(24)個月後或;
- x. 蘇黎世首次得知保單持有人在適用的貿易及經濟法律下成為受制裁人士。

若因上述第5.1(i)條的條款而終止,我們將向受益人支付身故賠償相等於繳付保費總額的百分之一百一十 (110%),並需扣除任何未繳的應付保費(適用於3年保費繳付年期)。

若保單因上述第(iii)項而終止,保單將會無效,而保費將退還(不包括利息)。

此保單不具有任何現金價值。為免產生疑問,以上述第5.1(ii)、(iv)、(vii)、(viii)及(ix)條的條款終止之保單,將不會 獲得任何賠償及退保價值。若保單因第5.1(x)條的條款而終止,將會退還保費。

若保單在保單期滿日終止,則此保單下的保障將提供至保單期滿日。

# 6. 索償條款

# 6.1 索償通知

若提出本保單下的索償,必須向我們發出書面索償通知,要求如下:

- i. 若受保人身故,我們必須即時獲得通知;或
- ii. 於診斷患上危疾及 / 或接受手術,需支付的癌症藥物費用或於深切治療部留院連續三(3)日或以上後起計九十(90)日內。

若未有在上述時間內發出索償書面通知 (除非經我們評估為出於特殊原因),我們可能不會支付此保單之任何賠償。

# 6.2 索償證明

i. 身故索償

任何賠償須依據保單條款內的條款及索償人需於受保人身故日起計九十(90)日內,由索償人負擔相應費用並向我們提供於指定的索償表格中列明之文件及因我們為處理索償而於合理的情況下要求之其他文件。

ii. 危疾索償

任何賠償須依據保單條款內的條款及索償人需於受保人患有嚴重危疾/早期危疾的診斷日期起計九十(90)日內,由索償人負擔相應費用並向我們提供於指定的索償表格中列明之文件及因我們為處理索償而於合理的情況下要求之有關其他文件。

iii. 深切治療索償

任何賠償須依據保單條款內的條款及索償人需於受保人入住醫院深切治療部(ICU)連續三(3)日或以上起計九十(90)日內,由索償人負擔相應費用並向我們提供於指定的索償表格中列明之文件及因我們為處理索償而於合理的情況下要求之有關其他文件。

iv. 癌症藥物賠償

在保單下任何癌症藥物賠償須遵從保單條款內的條款以及向我們提供於指定的索償表格中列明之文件·包括因處理索償我們所要求之其他合理文件。這些文件需於受保人首次被診斷患上癌症並需支付癌症藥物費用起計九十(90)日內向我們提交。

# 6.3 身體檢查

若有索償,我們可要求受保人在我們指定的診所及/或化驗所及/或醫療機構進行相關的身體檢查及/或化驗所檢驗。有關診所及/或化驗所及/或醫療機構對診斷而提出的適當性及準確的意見對索償人及我們具有約束力。

於我們所指定之地方進行身體檢查及 / 或化驗所檢驗而產生的費用及收費由我們承擔,惟我們不會對所招致的任何其他開支負責。

# 7. 一般條款

# 7.1 合約

本保單是在申請及繳付於保單資料說明中列明之保費後繕發。保單之申請、醫療證明、任何證明受保人可保性的書面陳述及聲明、保單資料說明及保單條款,均構成蘇黎世與保單持有人之間的合約。

除非诱過我們授權人簽妥之批註證明,否則任何保單之修改均為無效。

我們基於您在保單申請表上提供的資料,我們會以申請表上的所有聲明(在沒有欺詐的情況下)視為陳述,並構成合同的基礎。若您的申請表中有遺漏的事實或包含重大不正確或不完整的事實,我們有權宣告保單無效。

本保單的立約條件為符合客戶盡職調查和其他適用的法律要求和準則。

倘若您未能在指定時間內向我們發出令我們滿意的身份證明文件,我們有權宣告保單無效或終止保單(視乎情況而定),我們將不會計算利息退還已收取的所有保費給您。

蘇黎世保留接受或拒絕本保單申請的唯一和專有權以及酌情權。本保單條款內任何規定均不能解釋為蘇黎世 有義務繕發保單或與保單持有人建立任何合約關係。

# 7.2 保單持有人

保單持有人是在保單資料說明中指定的人士。當受保人在生及保單生效時,只有保單持有人能執行保單下的權利及特權。

# 7.3 受益人

受益人是在受保人身故時於保單下可獲得身故賠償的人士。在受保人在生時,受益人沒有以任何方式行使保單下之權利。

# 7.4 保單持有人及受益人之更改

在我們的批准下及在保單生效時,保單持有人可不時向我們遞交指定的表格及其他我們所需之文件或資料,以更改保單下的保單持有人或受益人。該更改須在得到我們的批准及接受後方會生效。

# 7.5 受保人

受保人是由保單持有人指明並於保單資料說明中列明的人士。保單繕發後、將不能更改受保人。

# 7.6 冷靜期

在未有於保單作出索償下,保單持有人有權於冷靜期在緊接遞送冷靜期通知書予您當日起計的二十一(21)個曆日內期間取消保單,透過您在網上申請時註冊的電子郵件地址向我們發送書面通知至customer@hk.zurich.com·並取回任何已繳保費及保費徵費。

# 7.7 貨幣

除非另獲我們批准,否則所有於保單下支付或繳付的款項須以港元繳付。若須要兌換貨幣,於繳付款項時須以我們絕對酌情及不時釐定的現行匯率計算。調整差額(如有)將歸我們所有。我們會考慮當時適用的監管 及商業條件及有關的營運程序,合理並可行地儘快根據保單支付所須的款項。

# 7.8 第三者權益

任何人若不是保單的立約人(包括但不限於受保人及受益人)不享有執行保單下之任何條款的權利。《合約(第三者權利)條例》(香港法例第623章)不適用於保單及任何以保單為依據簽發的文件。

# 7.9 保單轉讓

保單下的保障不可用作任何金融交易的擔保或抵押品。

# 7.10 不可爭議

若本保單的繕發或復效是基於某人作出的任何不正確聲明或陳述而明知其中包含重大錯誤或不披露的事情時,我們將有權對本保單提出爭議。除非有重大錯誤或不披露的內容,否則我們於保單繕發日或保單復效日 (以較遲者為準)起計,保單於受保人在生時生效滿連續兩(2)年後,不會對保單提出爭議。

如果我們對此保單有爭議,我們可能會調整保費或賠償金額或保留完全視此保單為無效的權利。如果我們視此保單為無效,我們應付的退款將限於所有已繳保費,並扣除我們之前已支付的賠償金額(如適用)。若我們已支付任何索償金額超過退款額,您應向我們支付超額部分。

# 7.11 借貸能力

保單不提供任何現金價值作保單借貸,亦無借貸能力。

# 7.12 非分紅保單

保單為非分紅保單,並不會於我們的利潤或盈餘中分紅。

# 7.13 退保

您可隨時向我們發出書面通知退保。本保單退保時,將不會獲得任何退保價值。本保單並無現金價值,而在 退保時保障亦不會被支付賠償。退保後,本保單將會被終止。

# 7.14 年齡及 / 或性別之錯誤陳述

若保單持有人錯誤陳述受保人之年齡及/或性別,而影響我們於保單下收取的保費:

- 若已繳保費少於就正確年齡及/或性別應繳的保費,我們有權按正確年齡及/或性別的保費率調整保費
   金額及/或賠償;或
- ◆ 若已繳保費多於就正確年齡及/或性別應繳的保費,我們有權退回多繳的保費(不包括利息)。

若受保人的正確年齡及性別並不符合受保要求,我們保留權利宣告保單由起始日起無效,而我們就保單的責任只限於退回保單持有人繳付保費總額(不包括利息),並扣除保單下的任何未繳的應付保費(適用於3年保費繳付年期,並包括以我們在保單中釐定的利率計算之利息)。

## 7.15 自殺

如受保人在保單繕發日或保單復效日(以較遅者為準)起一(1)年內自殺·不論當時是否神志清醒·我們在保單下的責任將僅限於退回已繳的總保費(不包括利息)·並扣除已支付及/或應支付的預支早期危疾賠償或深切治療賠償及保單下的任何未繳的應付保費(適用於3年保費繳付年期)。

# 7.16 制裁

所有金融交易均須遵守法規及適用的貿易或經濟制裁法律及監管要求。若我們向保單持有人、受保人、受益人或任何第三方提供的服務或保障,包括但不限於接受保費繳付、支付索償及其他償付,會違反適用的貿易制裁法律及監管要求,我們將不會向您提供該等服務或保障。

若我們根據貿易或經濟制裁的法律及監管要求,認為保單持有人、受保人或受益人為受制裁對象,或保單持有人、受保人或受益人進行的活動受到制裁,我們或會終止保單。

以上條文亦適用於任何被我們視為適用的貿易或經濟制裁法律或法規,或受保人或其他接受款項、服務或保障的一(1)方是受制裁人士的情況。

# 7.17 因監管風險而終止保單的權利

若您於保單生效期間計劃移居至另一(1)個國家·您必須於有關的更改生效前不少於三十(30)日內通知我們。請注意·您或不能為您的保單繳款。您移居至的司法管轄區的當地法律及法規可能會影響我們繼續按照保單條款為您的保單提供服務。因此·我們保留所有採取我們認為合理行動的權利·包括取消保單的權利。

# 7.18 付款限制

我們只會於保單下支付款項予保單持有人或受益人。該等款項只能電匯至保單持有人或受益人名下的銀行戶口. 而該銀行戶口須位於保單持有人或受益人(如適用)的(稅務)居住地的同一(1)個司法管轄區。我們

會評估事實及情況,按我們的單獨酌情權豁免有關限制。在任何情況下我們均不會向美國居民支付任何保單 相關的現金。

#### 7.19 一般更改權利

保單已根據於制定時的有效法例及監管要求訂立並於制定時適用。若適用於您保單的強制性法例及監管要求 更改,特別是因您更改定居國家,以致我們不能在對我們沒有潛在重大不利影響的情況下繼續履行保單,則 為符合已更改之法例及監管要求,我們有權酌情於我們認為合理的情況下修改保單條款,或終止保單。

我們將於保單條款更改前,在合理地可能的情況下,預先通知您有關更改。若保單終止,我們將向您發出終 止通知書,而保單亦將會根據該終止通知書終止。

#### 7.20 給予蘇黎世之通知

我們要求保單持有人的所有通知須以您的註冊電子郵件發送或其他我們接受的形式向我們發出。

#### 7.21 詮釋

於整份保單條款中,在情況需要下,所有以男性指稱的字詞均包含女性,單數字詞均包括眾數,反之亦然。

#### 7.22 管轄法律及司法管轄權

保單受香港特別行政區的法律管轄及按其詮釋。雙方同意接受香港法院的為專屬司法管轄權。





