

Employee Voluntary Critical Illness Insurance Policy

Please read this policy carefully upon receipt and promptly request for any necessary amendments.

This policy together with the enclosed *schedule* and any endorsements subsequently issued should be read as if they are one document and form the contract between *you* and *us*. The enrolment form and declaration which *you* completed and provided to *us*, either verbal (if recorded by *us*) or written are the basis of this contract.

We will insure *the insured person(s)* under those sections shown in the *schedule* during any *period of insurance* for which we have accepted your premium, provided that all of the terms and conditions of this policy are complied with. This policy is an annual medical policy which will be renewed subject to subsequent premium payments and *our* acceptance. *You* are responsible for the annual premium of any policy year when there is a claim made or service used.

Should *you* change any information given on *your* enrolment form, please inform *us* of the changes immediately as the changes may affect the *insured person's* insurance cover.

This policy is a legal document and should be kept in a safe place.

PART 1 - DEFINITIONS

Certain words in this policy have specific meanings. These meanings are given below. To help *you* identify these words in this policy we have printed them in italics throughout.

Accident

A sudden and unforeseen event that happens unexpectedly and causes *injury* to the *insured person* during the *period of insurance*.

AIDS due to Blood Transfusion

The *insured person* acquires HIV through accidental infection as a result of one (1) of the *medically necessary* medical procedure or blood transfusion listed below:

- a blood transfusion; or
- the transfusion with blood products; or
- an organ transplant to the *insured person*.

The benefit will be paid subject to the satisfactory proof of the incident via a statement from a *medical practitioner* and on the balance of probabilities that the infection arose because of one (1) of the medical procedures listed above. The procedure must have been and was performed by or under the supervision of a *medical practitioner*:

No benefit shall 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. We reserve the right to have open access to all blood samples and be able to obtain independent testing of such blood samples.

Acquired Immune Deficiency Syndrome or AIDS shall have the meaning assigned to it by the World Health Organisation which includes Opportunistic Infection, Malignant Neoplasm, Human Immune Deficiency Virus (HIV), Encephalopathy (Dementia), HIV Wasting Syndrome or any disease or illness in the presence of a sero-positive test for HIV.

Activities of Daily Living

Daily self-care activities including:

- Dressing – the ability to put on and take off clothing without assistance.
- Mobility – the ability to move from room to room without physical assistance.
- Transfer – the ability to get in and out of bed or a chair without assistance.
- Continence – the ability to control bowel and bladder function.
- Feeding – the ability to get food from a plate into the mouth without assistance.
- Bathing and showering – the ability to bathe and shower without assistance.

Alzheimer's Disease

Deterioration or loss of intellectual capacity, due to irreversible global failure of brain functioning, as confirmed by clinical evidence and standardized tests and questionnaires for Alzheimer's Disease and Dementia. The disease must result in significant cognitive impairment and the diagnosis must be confirmed by a consultant neurologist. Dementia relating to alcohol, drug abuse or AIDS are excluded.

Apallic Syndrome

A definite diagnosis of Apallic Syndrome results in a state of persistent unresponsiveness, bilateral cerebral cortical degeneration caused by brain damage or head *injury*.

Aplastic Anaemia

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

- Blood product transfusion;
- Marrow stimulating agents;
- Immunosuppressive agents; or
- Bone marrow transplantation.

The diagnosis must be confirmed by a hematologist.

Benign Brain Tumour

Life threatening, non-cancerous tumour in the brain as confirmed by a neurologist or neurosurgeon. This includes intracranial tumours causing damage to the brain. Tumours must be deemed to require neurosurgical excision, or if inoperable, cause permanent neurological impairment.

Blindness

Total irreversible *loss of sight* in both eyes as a result of *sickness* or *accident*. The blindness must be certified by an ophthalmologist's report. The blindness must not be able to be corrected by medical procedure.

Brain Damage

Permanent neurological impairment or loss of intellectual capacity as a result of brain damage sustained through *accident* or *injury*. Permanent neurological impairment must be confirmed by a consultant neurologist.

Brain Surgery

The actual undergoing of surgery to the brain under general anaesthesia during which a craniotomy is performed. Keyhole surgery is included but brain surgery as a result of an *accident* is excluded. The procedure must be considered necessary by a qualified *specialist*.

Cancer

The diagnosis of a malignant tumour characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissue. The cancer must be confirmed by histological evidence of malignancy by a qualified oncologist or pathologist. Cancer includes: leukaemia, malignant lymphoma, Hodgkin's Disease, malignant bone marrow disorders & metastatic skin cancer. The following are excluded:

- "Carcinoma in situ", cervical dysplasia, cervix cancer CIN-1, CIN-2 & CIN-3, and all pre-malignant conditions or non-invasive cancers;
- Early prostate cancer TNM classification T1 (including T1a and T1b) or equivalent classification;
- Melanomas of the skin of Stage 1A (<=1mm, level II or III, no ulceration), according to the new AJCC classification of 2002;
- Hyperkeratoses, basal cell and squamous skin cancers; and
- All tumours in the presence of HIV infection.

Chronic Relapsing Pancreatitis

A definite diagnosis of chronic relapsing pancreatitis is repeated exacerbations of pancreatitis in patient with chronic inflammation of pancreas organ. Relapses are usually due to persistence of etiologic factor or repeated exposure to it, such as occurrence with partial ductal obstruction.

Civil War

An internecine *war* or a *war* carried on between or among opposing citizens of the same country or nation.

Coma

A state of unconsciousness with no reaction or response to external stimuli or internal needs, persisting continuously with the use of life support systems, for a period of at least ninety-six (96) hours. Permanent neurological impairment, as certified by a consultant neurologist, must be present. Coma resulting directly from alcohol or drug abuse is excluded.

Computer Virus

A set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer virus includes but is not limited to "Trojan Horses", "worms" and "time or logic bombs".

Coronary Artery By-pass Surgery

The actual undergoing of open heart surgery to correct the narrowing or blockage of one (1) or more coronary arteries with bypass grafts.

Angiographic evidence of significant coronary artery obstruction must be provided and the procedure must be considered *medically necessary* by a consultant cardiologist. Angioplasty and all other intra arterial, catheter based techniques or laser procedures are excluded.

Critical Illness(es)

The disease or incapacity or surgery as defined under Part 2, on condition that the symptoms first appeared and the illness is diagnosed during the *period of insurance*. A critical illness is considered "diagnosed" under this policy only if the *insured person* has been examined by one (1) or more registered *medical practitioner*, each of whom is a certified *specialist* in respect of the disease or illness corresponding to the critical illness, and a written report(s) prepared by each registered *medical practitioner* or under his / her supervision which satisfies each and every diagnostic requirement specified in the policy corresponding to that critical illness.

Cyber Act

Any unauthorized, malicious or criminal acts, regardless of time and place, involving access to, processing, use or operation of any computer system, computer software programme, malicious code, *computer virus* or process or any other electronic system.

Deafness

Total, irreversible loss of hearing for all sounds as a result of *sickness* or *accident*. Medical evidence to be supplied by an Ear, Nose and Throat (ENT) *specialist* and to include audiometric and sound-threshold test. The deafness must not be able to be corrected by medical procedure.

Disability/ Disabilities

All medical conditions resulting from *sickness*, *accident* or *injury* arising from the same cause, including any and all complications arising therefrom or closely related thereto, except that after ninety (90) days following the latest discharge from *hospital* or the last consultation at the *medical practitioner's* office, whichever is the later, any subsequent disability from the same cause shall be considered as a new *disability*.

Elephantiasis

A definite diagnosis of elephantiasis is a chronic filarial disease due to infection, marked by inflammation and obstruction of the lymphatic and hypertrophy of the skin and subcutaneous tissues, chiefly affecting the legs and external genitals. The diagnosis must be confirmed by a medical specialist.

Encephalitis

Severe inflammation of brain substance (cerebral hemisphere, brainstem or cerebellum) resulting in significant and permanent neurological impairment as certified by a consultant neurologist.

End Stage Liver Disease

End stage liver disease or cirrhosis which means chronic end-stage liver failure that causes at least one (1) of the following:

- Uncontrollable ascites;
- Permanent jaundice;
- Oesophageal or gastric varices; or
- Hepatic encephalopathy.

Liver disease secondary to alcohol or drug abuse is excluded.

End Stage Lung Disease

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

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

The diagnoses must be confirmed by a pulmonologist.

Fulminant Viral Hepatitis

A sub-massive or massive necrosis of the liver due to the hepatitis virus, leading to rapid liver failure. The diagnosis must be evidenced as secondary to the hepatitis virus, and all of the following must be demonstrated:

- Rapid decrease in liver size;
- Rapid degeneration of liver function tests;
- Deepening jaundice; and
- Necrosis of entire liver lobules (if histology is available).

Liver failure due to alcohol, toxins or drugs are excluded.

Heart Attack

The first occurrence of heart attack or myocardial infarction which means the death of a portion of the heart muscle, as a result of an acute interruption of blood supply to the myocardium. The diagnosis must be based on a history of typical chest pain, new electrocardiography changes

proving infarction, and significant elevation of cardiac enzymes. Angina is specifically excluded.

Heart Valve Surgery

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

Hong Kong

The Hong Kong Special Administrative Region of the People's Republic of China.

Hospital

An establishment which meets all the following requirements:

- holds a licence as a hospital (if licensing is required in the state or governmental jurisdiction); and
- operates primarily for the admission, care and treatment of sick, ailing or injured persons as in-patients; and
- provides 24-hour a day nursing service by registered nurses or *qualified nurses*; and
- has a staff of one (1) or more licensed *medical practitioner* available at all times; and
- provides organized facilities for diagnosis and major surgical facilities; and
- a medical clinic in which an actual surgical operation is performed is deemed to be a hospital; and
- not primarily a nursing, rest or convalescent home or similar establishment or a place for alcoholics or drug addicts.

Immediate Family Members

Your or the *insured person's* spouse, parent, parent-in-law, grandparent, son or daughter, brother or sister, grandchild, or legal guardian.

Injury

Bodily injury sustained in an *accident* solely and independently of all other causes.

Insured Person

The names listed under the "Insured Name" in the *schedule* who are being insured under this policy.

Intensive Care Unit

A part of a *hospital* which is staffed and equipped to provide care for critically ill patients requiring specialized or intensive care not normally provided within such *hospital* and for which a daily extra charge is made.

Kidney Failure

End stage kidney disease presenting as chronic irreversible failure of both kidneys to function. This must be evidenced by the undergoing of regular renal dialysis or undergoing a renal transplant.

Loss of Sight

The entire and *permanent* irrecoverable loss of sight.

Loss of Independent Existence

Confirmation by a consultant *medical practitioner* of the loss of independent existence, resulting in a permanent inability to perform any three (3) of the *activities of daily living*.

Loss of Limb

Loss by physical separation at or above the wrist or ankle joint.

Loss of Speech

Total and irrecoverable loss of the ability to speak which must be established for a continuous period of twelve (12) months. Medical evidence is to be supplied by an Ear, Nose and Throat (ENT) *specialist* and to confirm *injury* or disease to the vocal cords. All psychiatric related causes are excluded. The condition must not be able to be corrected by medical procedure.

Loss of Use

Total functional disablement and is treated like the total loss of the limb or organ.

Major Burns

Third degree burns covering at least twenty percent (20%) of the total body surface.

Major Head Trauma

Accidental head *injury* resulting in permanent neurological deficit to be assessed no sooner than six (6) weeks from the date of the *accident*. This diagnosis must be confirmed by a consultant neurologist and supported by unequivocal findings on Magnetic Resonance Imaging, Computerised Tomography, or other reliable imaging techniques. The *accident* must be caused solely and directly by accidental, violent, external and visible means and independently of all other causes.

The following are excluded:

- Spinal cord *injury*; and
- Head *injury* due to any other causes.

Major Organ Transplant

The actual undergoing of a transplant of any of the below organs as a recipient or the inclusion on an official organ transplant waiting list for any of the below organs:

- One (1) of the following whole human organs: heart, lung, liver, kidney or pancreas; or
- Human bone marrow using haematopoietic stem cells preceded by total bone marrow ablation.

The transplant must be *medically necessary* and based on objective confirmation of organ failure. Other than the above, stem cell transplants are excluded.

Medically Necessary/ Medical Necessity

Necessary for having or the necessity to have a medical service which is

- consistent with the diagnosis and customary medical treatment for the condition; and
- in accordance with standards of good and prudent medical practice; and
- not furnished primarily for the convenience of registered *medical practitioner* or any other medical service providers; and
- furnished at the most appropriate level sufficient to safely and adequately treat the *insured person's disability* and are performed in the least costly setting required for treatment of a covered *disability*; and
- is not rendered primarily for diagnostic tests, diagnostic scanning purpose, imaging examination, laboratory test or physiotherapy without medical treatment including medication or surgery.

Medical Practitioner

A person other than *you*, the *insured person*, or *immediate family member*, who is a registered medical practitioner under Medical Registration Ordinance, Chapter 161, Laws of Hong Kong. In the event of emergency treatment or surgery received outside *Hong Kong*, it shall mean a person other than *you*, the *insured person*, or *immediate family member*, who is qualified by degree in western medicine, legally authorized in the geographical area of his/her practice to render medical and surgical services.

Motor Neurone Disease

Unequivocal diagnosis of motor neurone disease by a consulting neurologist supported by definitive evidence of appropriate and relevant neurological signs.

Multiple Sclerosis

Multiple neurological impairment over a period of more than six (6) months, as a result of demyelination in the brain and spinal cord. The diagnosis has to be unequivocal and made by a consultant neurologist, following more than one (1) episode of well defined neurological symptoms, involving any combination of impairment in the optic nerves, brain stem, spinal cord, coordination or sensory function.

Muscular Dystrophy

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

- Clinical presentation including absence of sensory disturbance, normal cerebro-spinal fluid and mild tendon reflex reduction;
- Characteristic electromyogram; and
- Clinical suspicion confirmed by muscle biopsy.

Occupationally Acquired HIV

Acquired as a result of an *accident* during the course of carrying out normal occupational duties with sero-conversion to HIV infection occurring within six (6) months of the *accident*. Any *accident* giving rise to a potential claim must be reported to *us* within thirty (30) days of the *accident* and be supported by a negative HIV antibody test on the *insured person*, taken within seven (7) days after the *accident*. This benefit will not apply in the event that any medical cure is found for AIDS or the effects of the HIV virus or a medical treatment is developed that results in the prevention of the occurrence of AIDS. Infection in any other manner, including infection as a result of sexual activity or intravenous drug use is excluded. *We* will have open access to all blood samples and be able to obtain independent testing of such blood samples.

Paralysis

The total loss of function of two (2) or more limbs due to *injury* or disease of the spinal cord or brain, where such functional loss is considered to be permanent by a neurologist. Loss of function of limbs classified as diplegia, hemiplegia, tetraplegia and quadriplegia are included.

Parkinson's Disease

Unequivocal diagnosis of Parkinson's Disease by a consulting neurologist, based on definitive signs of progressive and permanent neurological impairment, where the *insured person* has permanent inability to perform at least three (3) out of six (6) *activities of daily living*, in spite of being on optimal medication.

Parkinson's Disease induced by drugs or caused by toxic are excluded.

Period of Insurance

The period for which we have accepted *your* premium as stated in the *schedule*.

Permanent

Last twelve (12) consecutive months from the date of an *accident* and at the expiry of that period being beyond hope of improvement.

Permanent Total Disablement

The *insured person* has become totally and irreversibly disabled as a result of *sickness* or *injury*. The *insured person* must be totally incapable of being employed or engaged in any work or any occupation whatsoever for remuneration or profit. The disability must have lasted without interruption for at least six (6) consecutive months. Permanent total loss of use of both hands or both feet or both eyes, or a combination of any two (2), is included.

Policy Anniversary

The anniversary of the effective date as stated in the *schedule*.

Poliomyelitis

Unequivocal diagnosis by a consultant neurologist of infection by the poliovirus leading to paralytic disease as evidenced by impaired motor function or respiratory weakness. This condition has to be medically documented for at least three (3) months. Cases not involving paralysis will not be eligible for this. Other causes of paralysis are specifically excluded.

Pre-existing Condition

The *insured person* received medical treatment, diagnosis, consultation or prescribed drugs, or a condition for which medical advice or treatment was recommended by a *medical practitioner* before the policy effective date, *upgrade effective date*, or last reinstatement date, whichever is latest.

Primary Pulmonary Arterial Hypertension

Primary pulmonary arterial hypertension associated with right ventricular enlargement established by investigations including catheterisation resulting in significant permanent physical impairment to the degree of at least Class 4 of the New York Heart Association classification of cardiac impairment*.

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

Qualified Nurse

A qualified nurse other than *you*, the *insured person*, or *immediate family member*, legally authorized by the government of the geographical area of his/her practice to render nursing services.

Schedule

The schedule attached to and incorporated in this policy of insurance.

Severe Rheumatoid Arthritis

Widespread joint destruction with major clinical deformity of three (3) or more of the following joint areas: hands, wrists, elbows, cervical spine, knees, ankles, metatarsophalangeal joints in the feet. The condition should be such that it results in a permanent inability to perform any three (3) of the *activities of daily living*.

Sickness

A physical condition marked by a pathological deviation from the normal healthy state during the *period of insurance*.

Specialist

A registered *medical practitioner* other than *you*, the *insured person*, or *immediate family member*, who is legally registered in the Specialist Register of the Medical Council of *Hong Kong*. In the event of emergency treatment or surgery received outside *Hong Kong*, it shall mean a registered *medical practitioner* who can legally practise specialist care in accordance with the equivalent specialty law in the geographical area of his/her practice to render medical and surgical services.

Stroke

A cerebrovascular incident which results in permanent neurological impairment. The diagnosis must be supported by new changes on a CT or MRI scan. Infarction of brain tissue or intracranial bleeding as a result of external *injury* is specifically excluded. Transient ischaemic attacks are also excluded.

Surgery to Aorta

Major surgery of the thoracic or abdominal aorta for life threatening vascular disease. This includes coarctation repair, surgical grafts for aortic aneurisms or aortic dissections but minimally invasive stent grafting is excluded. Surgery on the branches of the aorta is not covered.

Systemic Lupus Erythematosus

Specified severity of systemic lupus erythematosus (SLE) by a consultant rheumatologist where either of the following is also present:

- (a) Severe kidney involvement with SLE as evidenced by:
- permanent impaired renal function with a glomerular filtration rate (GFR) below 30 ml/min/1.73m²; and
 - abnormal urinalysis showing proteinuria or haematuria,

OR

- (b) Severe Central Nervous System (CNS) involvement with SLE as evidenced by:
Permanent deficit of the neurological system as evidenced by at least any one of the following symptoms, which must be present on clinical examination and expected to last for the remainder of the insured person's life:

- paralysis
- dysarthria (difficulty with speech)
- aphasia (inability to speak)
- dysphagia (difficulty in swallowing)
- difficulty in walking, lack of coordination
- severe dementia where the insured needs constant supervision
- permanent coma

For the purposes of this definition, headaches, fatigue, lethargy, or any symptoms of psychological or psychiatric origin will not be accepted as evidence of permanent deficit of the neurological system.

Terminal Illness

The *insured person* must be suffering from a condition, which in the opinion of an appropriate *medical practitioner* will lead to death within twelve (12) months.

Third Degree Burns

The damage or destruction of the skin to its full depth and damage to the tissues beneath.

Upgrade

An increase in the level of benefit and/or plan level.

Upgrade Effective Date

00:00 *Hong Kong* time on the date we agree to provide an *upgrade* of *your* policy and such date is shown on *your* policy *schedule* recording that *upgrade*.

Waiting Period

Ninety (90) days from the effective date of this policy, or *upgrade effective date* or effective date of any additional benefit(s) which is subsequently added (applicable to the *upgrade* portion or additional benefit(s) only), or last reinstatement date, whichever is the latest. During such period, no benefit will be payable in respect of any *critical illness* of which, the signs or symptoms first occurred, other than caused by an *accident*.

War

A contest by force between two (2) or more nations, carried on for any purpose; or armed conflict of sovereign powers; or declared or undeclared and open hostilities; or the state of nations among whom there is i) an interruption of peaceful relations and ii) a general contention by force, both authorized by the sovereign.

We/ Us/ Our

Zurich Insurance Company Limited.

You/ Your/ Yours

The Insured shown in the *schedule* who is the owner of this policy.

Each *illness* has its meaning given under the relevant headings and any *diagnosis* of an *illness* for the purpose of claiming the benefit must fulfill the definition together with the terms and conditions stated in the policy contained herein and are only applicable if it is shown as being operative in the *schedule*.

PART 2 – BENEFITS

We will pay the maximum benefit as shown in the *schedule* if the *insured person* is first diagnosed by a *medical practitioner* during the *period of insurance* to be suffered from or undergoes a covered surgery of any one (1) of the following *critical illnesses* as defined in this policy:

1. *AIDS due to Blood Transfusion*
2. *Alzheimer's Disease*
3. *Apallic Syndrome*
4. *Aplastic Anaemia*
5. *Benign Brain Tumour*
6. *Blindness*

7. *Brain Damage*
8. *Brain Surgery*
9. *Cancer*
10. *End Stage Lung Disease*
11. *Chronic Relapsing Pancreatitis*
12. *Coma*
13. *Coronary Artery By-pass Surgery*
14. *Deafness*
15. *Elephantiasis*
16. *Encephalitis*
17. *End Stage Liver Disease*
18. *Fulminant Viral Hepatitis*
19. *Heart Attack*
20. *Heart Valve Surgery*
21. *Kidney Failure*
22. *Loss of Independent Existence*
23. *Loss of Limb*
24. *Loss of Speech*
25. *Major Burns*
26. *Major Head Trauma*
27. *Major Organ Transplant*
28. *Motor Neurone Disease*
29. *Multiple Sclerosis*
30. *Muscular Dystrophy*
31. *Occupationally Acquired HIV*
32. *Paralysis*
33. *Parkinson's Disease*
34. *Permanent Total Disablement*
35. *Poliomyelitis*
36. *Primary Pulmonary Arterial Hypertension*
37. *Severe Rheumatoid Arthritis*
38. *Stroke*
39. *Surgery to Aorta*
40. *Systemic Lupus Erythematosus*
41. *Terminal Illness*

Special Conditions

1. The amount payable to the *insured person* upon the first diagnosis of a covered *critical illness* shall be one hundred percent (100%) of the maximum benefit shown in the *schedule*.
2. Once one hundred percent (100%) of the maximum benefit for *critical illness* cover is paid by us to the *insured person* under this policy, we shall bear no further liability towards such *insured person* and coverage hereunder will terminate forthwith and premium will cease accordingly.

PART 3 – WORLDWIDE EMERGENCY ASSISTANCE

1. Overseas telephone medical advice assistance

We will arrange to provide medical advice and assistance over the telephone whilst the *insured person* is travelling outside *Hong Kong*.

2. Medical referral

We will provide the *insured person* with the names, addresses and telephone numbers of *medical practitioners*, dentists, *hospitals*, clinics, and dental clinics worldwide.

3. Emergency house-call nursing assistance (within Hong Kong only)

Upon the request of the *insured person*, we will assist in arranging for an emergency house call by a *qualified nurse*.

Worldwide Emergency Assistance is rendered by the service provider nominated by Zurich Insurance Company Limited. Please call our 24-hour emergency hotline in *Hong Kong* at (852) 2886 3977 for assistance.

PART 4 – EXCLUSIONS

This policy will not cover any claim arising directly or indirectly from:

1. failure to seek or follow any medical advice of a registered *medical practitioner*;
2. any *sickness*, illness or disease other than specified as *critical illness* as defined herein;
3. any *critical illness* of which, the signs or symptoms first occurred within ninety (90) days from the effective date of this policy, or *upgrade effective date* (applicable to the *upgrade* portion only), or last reinstatement date, whichever is the latest (this exclusion shall be waived if the *critical illness* is caused by *accident* as defined);
4. any *critical illness* which the *insured person* does not survive after the diagnosis for a period of at least thirty (30) days (this exclusion shall be waived if the *critical illness* is caused by *accident* as defined);
5. any *pre-existing condition*;
6. any condition resulting from childbirth, miscarriage, abortion, pregnancy, including but not limited to pregnancy test, pre-natal care as well as post-natal care and other complications arising from

- pregnancy, contraceptive or contraceptive devices, infertility or sterilization of either sex; venereal diseases;
7. congenital abnormalities, including but not limited to epilepsy, strabismus, hydrocephalus;
 8. suicide, attempted suicide, intentional self-injury, insanity or mental disorder of any kind, psychosis, stress or depression, or under the influence of alcohol or drugs otherwise than prescribed by registered *medical practitioner*;
 9. engaging in any kind of sport or race in a professional capacity or where the *insured person* would or could earn any remuneration from engaging in such sport or race;
 10. participating in any illegal activity, including but not limited to robbery, drug abuse or assault;
 11. air travel except as a fare-paying passenger in a properly licensed aircraft operated by a licensed commercial air carrier;
 12. any costs incurred by any *insured person* for any policy period of this policy for which the appropriate premium has not been paid;
 13. HIV (Human Immunodeficiency Virus) and/or HIV-related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof however caused or however named. This exclusion shall be waived if the diagnosis is one (1) of the defined *critical illnesses* covered under this policy;
 14. *war*, invasion, act of foreign enemy, hostilities (whether *war* be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, direct participation in strike, riot or civil commotion;
 15. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or from any nuclear weapons material; or
 16. disease or *sickness* arising from asbestos.
 17. Any *cyber act* that results in *accident, disability, sickness and/or injury*.

PART 5 – GENERAL PROVISIONS

1. Entire Contract

This policy including the *schedule*, enrolment form, endorsements, attachments and amendments, if any, will constitute the entire contract between the parties. No agent or other person has the authority to change or waive any provision of this policy. No changes in this policy shall be valid unless approved by *our* authorized officer and evidenced by endorsement of such amendment.

2. Eligibility

You must be under cover of *your* employer's group critical illness policy underwritten by *us* before applying for this insurance, and provided that *your* employer's group critical illness policy is still valid at the date *you* applied for this insurance. *You* can apply for this insurance on behalf of *your* spouse and child(ren) upon condition that *your* application is accepted by *us* in writing.

3. Eligibility for Conversion of Sum Insured

For converting the sum insured from *your* employer's group critical illness policy to this insurance, *you* must be under cover of *your* employer's group critical illness policy underwritten by *us* for a minimum of twelve (12) consecutive months before applying for this insurance, and provided that *your* employer's group critical illness policy is still valid at the date *you* applied for this insurance. *You* must submit *your* completed and signed application form with proof of resignation/retirement to *us* within thirty (30) days of *your* termination of employment with *your* employer.

4. Age Limit

Unless specifically mentioned to the contrary, the age of the *insured person* must be between fifteen (15) days to seventy (70) years old at the effective date of this policy and this section is renewable up to seventy-five (75) years of age and all benefits shall terminate on the next *policy anniversary* following the *insured person's* 75th birthday.

5. Status Change

You or the *insured person* must take full responsibility to inform *us* forthwith of any change in respect of the information provided in the enrolment form for this policy, otherwise *we* reserve the right to refuse or invalidate all claims under this policy.

6. Notice of Claims

Written notice must be given to *us* within ninety (90) days upon the diagnosis of any *critical illness* likely to give rise to a claim under this policy. All certificates, information and evidence required by *us* shall be furnished at the expenses of *you* or the *insured person's* or the personal representative of *yours* or the *insured person's* and shall be in such form and of such nature as *we* may prescribe. *We* shall be entitled to call for examination(s) by a medical referee at *our* expense. If *you* or the *insured person* do(es) not comply with this condition, benefits under this policy may be declined.

7. Proof of Loss

Written proof of loss must be furnished to *us* within thirty (30) days from *our* receipt of the claim form provided by *us*. Failure to furnish such proof within the prescribed time shall not invalidate any claims if it was not reasonably practicable to give proof within such time, provided that such proof is furnished as soon as reasonably practicable, and in no event later than one hundred and eighty (180) days from the time such proof is required. All certificates information and evidence in such form and of such nature and within such time as *we* may reasonably require shall be furnished without expense to *us*.

8. Claims Admittance

In no case shall *we* be liable in respect of any claim after the expiry of twelve (12) months from the occurrence of the *disability* giving rise to it unless the claim has been admitted or is the subject of a pending legal action or arbitration.

9. Medical Examination

We shall be entitled in the case of non-fatal *injury* to call for examination by a medical referee appointed by *us* whenever required and in the event of death of the *insured person* to have a post-mortem examination at *our* expense.

10. Payment of Claims

Indemnity for death of the *insured person* is payable to the estate of the *insured person*. All other indemnities provided in this policy are payable to the *insured person* immediately after the receipt of due proof. In the event that the *insured person* is aged seventeen (17) years or below, *we* will pay all benefits to his/her parent or legal guardian for his/her respective rights and interests.

11. Misrepresentation, Non-disclosure or Fraud

We have the right to declare this policy void as from the policy effective date and notify *you* that no cover shall be provided for the *insured person* in case of any of the following events :

- (a) any material fact relating to the health related information of the *insured person* which may impact the risk assessment by *us* is incorrectly stated in, or omitted from the enrolment form or any statement or declaration made for or by the *insured person* in the enrolment or in any subsequent information or document submitted to *us* for the purpose of the application, including any updates of and changes to such information, failure to disclose *pre-existing conditions* or failure to act in utmost good faith. The circumstances that a fact shall be considered "material" include, but are not limited to, the situation where the disclosure of such fact would have affected *our* underwriting decision, such that *we* would have imposed premium loading, added exclusion(s), rejected the application or considered it as a pending application.
- (b) any enrolment form or claim submitted is fraudulent or where a fraudulent representation is made.

In the event of (a):

- (i) *we* shall refund the applicable premiums and insurance levy (if any) received after offsetting against all past claim payments and necessary expenses incurred by *us* including, but not limited to, *our* reasonable administration charge and service fees incurred in relation to this policy (if any).
- (ii) if the total amount of the above offsetting items exceeds the applicable premiums received by *us*, *you* must repay such excess to *us* within fourteen (14) working days from the date *we* issue a notice to *you* requiring such payment.

In the event of (b), *we* shall have the right:

- (i) not to refund the applicable premiums paid;
- (ii) and to demand that all past claim payments previously paid to *you* be repaid to *us* within fourteen (14) working days from the date *we* issue a notice to *you* requiring such payment.

12. Premium Charge

- (1) This policy is an annual medical policy. *You* may pay the premium to *us* on an annual or monthly basis. All premiums after the first premium are payable to *us* on or before the due date. The validity of the policy is subject to *your* settlement of the full premium for the entire *policy year* and *you* are required to settle the annual premium for the concurrent *period of insurance* when there is a claim made or service used in such *policy year*. *We* will not be liable to refund any premium paid.
- (2) *We* reserve the right to revise or adjust the premium under the following circumstances:
 - (a) According to *our* applicable premium rate at the time of renewal (which will be based on several factors, including but not limited to medical price inflation, projected future medical costs, claims experience and expenses incurred by *you* and/ or in relation to this product, and any changes in

benefit) by giving thirty (30) days' advance written notice to you.

- (b) The premium rate should be adjusted automatically according to the attained age of the *insured person* at the time of renewal.

13. Grace Period

We will allow you thirty-one (31) days for the payment of each premium after the first premium. During that time we will keep this policy in force. If after that time the premium remains unpaid, this policy will be deemed to have lapsed from the date that the unpaid premium was due.

14. Reinstatement

If we terminate this policy due to non-payment of premium, we may allow this policy to be reinstated if you provide us with a satisfactory written application for reinstatement including proof of insurability. The reinstated policy shall only provide coverage to the *insured person* due to accident after the date of reinstatement and shall only cover sickness of the *insured person* which begins no sooner than thirty (30) days after the date of reinstatement.

15. Cancellation

- (i) We have the right to cancel this policy or any section or part of it by giving thirty (30) days' notice in writing by registered post to your last known address. We will return you the premium for the unexpired period on a pro-rata basis of the annual premium.
- (ii) You have the right to cancel this policy by giving thirty (30) days' notice in writing to us. If no claim has been made during the current policy period, the earned premium shall be computed in accordance with the charges indicated below, but in no event less than our customary minimum premiums. If this policy is pay on monthly payment mode, we have the right to charge you the remaining balance of the annual premium for the current policy year in accordance with the charges indicated below.

In both cases above, if there is a claim or service used during the current policy period, there will be no refund of premium on the unexpired period and you are liable to settle the annual premium of the policy year.

Policy period	Percentage of premium earned by us
2 months (our customary minimum premiums)	40%
3 months	50%
4 months	60%
5 months	70%
6 months	75%
Over 6 months	100%

Notwithstanding the above, if you are not satisfied with this policy, you may within twenty-one (21) days immediately following the day of delivery of this policy, cancel the policy by returning the policy to us and attaching a notice signed by you requesting cancellation. In the event that no claim payment has been or is to be made, we will refund to you all the premiums you have paid without interest. In the event that a benefit payment has been made or is to be made, no refund of premium shall be made.

16. Termination of Coverage

Coverage under this policy shall automatically terminate on the earliest of the dates specified below:

- (i) we have paid a critical illness benefit to the *insured person* under Part 2;
- (ii) the *insured person* no longer fulfil the eligibility as stated under Clause 4 – Age Limit under this Part;
- (iii) subject to the above Clause 11 – Misrepresentation, Non-disclosure or Fraud under this Part;
- (iv) the premium due date in accordance with Clause 13 – Grace Period under this policy;
- (v) under the circumstance mentioned in Clause 15 – Cancellation under this Part and provided that thirty (30) days written notice of cancellation is given.

17. Renewal

The policy shall remain in force for a period of one (1) year from the policy effective date and this policy will be automatically renewed at our discretion. We reserve the right to alter the terms and conditions, including but not limited to the premiums, benefits, benefits amount or exclusions of this policy at the time of renewal of any period of insurance by giving thirty (30) days' written notice to you. We will not be obligated to reveal our reasons for such amendments and such renewal will not have to take place if before the policy effective date of any period of insurance, you have indicated to us that such amendments are not acceptable to you.

18. Change of Benefits

You may apply for change of benefits or upgrade by giving thirty (30) days' notice in writing. A health declaration with details on any injury, sickness, symptoms or conditions which are then known to exist by the *insured person* or any treatment or medication the *insured person* is having or will be having shall be submitted to us. Such application shall be subject to our approval and we reserve our right to amend any terms and conditions, including but not limited to the premium rates or benefits or exclusions (applicable to the upgrade portion only) of this policy.

19. Misstatement of Age or Sex

If the *insured person's* age or sex has been misstated, the premium difference would be returned or charged according to the correct age or sex. In the event the *insured person's* age has been misstated and if, according to the correct age, the coverage provided by this policy would not have become effective, or would have ceased prior to the acceptance of each premium or premiums, then our liability, under all circumstances, shall be limited to the refund of the premiums paid for such period covered by this policy.

20. Zurich Emergency Assistance

The service provider in respect of Zurich Emergency Assistance is an independent service provider providing such services to the *insured person* upon his/her request. We or any of our affiliates, agents, or employees of any of them has no responsibility or liability of any act, default, negligence, error or omission of the relevant service provider of Zurich Emergency Assistance or any of its respective employees, agents or representatives.

21. Clerical Error

Our clerical errors shall not invalidate insurance otherwise valid nor continue insurance otherwise not valid.

22. Legal Action

No legal action shall be brought to recover on this policy prior to the expiration of sixty (60) days after written proof of claims has been filed in accordance with the requirements of this policy, nor shall such action be brought at all unless commenced within two (2) years from the expiration of the time within which proof of claims is required.

23. Alternative Dispute Resolution

In the event of a dispute arising out of this policy, the parties may settle the dispute through mediation in good faith in accordance with the relevant Practice Direction on civil mediation issued by the Judiciary of Hong Kong and applicable at the time of dispute. All unresolved disputes shall be determined by arbitration in accordance with the Arbitration Ordinance (Chapter 609), Laws of Hong Kong as amended from time to time. The arbitration shall be conducted in Hong Kong by a sole arbitrator to be agreed by the parties. It is expressly stated that the obtaining of an arbitral award is a condition precedent to any right of legal action arising out of this policy. Irrespective of the status or outcome of any form of alternative dispute resolution, if we deny or reject liability for any claim under this policy and you do not commence arbitration in the aforesaid manner within twelve (12) calendar months from the date of the our disclaimer, your claim shall then for all purposes be deemed to have been withdrawn or abandoned and shall not thereafter be recoverable under this policy.

24. Compliance with Policy Provisions

Failure to comply with any of the provisions contained in this policy shall invalidate all claims hereunder.

25. Governing Law and Jurisdiction

This policy shall be governed by and interpreted in accordance with the laws of Hong Kong and subject to the exclusive jurisdiction of the Hong Kong courts.

26. Sanctions

Notwithstanding any other terms under this policy, no insurer shall be deemed to provide coverage or will make any payments or provide any service or benefit to any *insured person* or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the *insured person* would violate any applicable trade or economic sanctions law or regulation.

The above clause shall also apply for any trade or economic sanction law or regulation that the insurer deems applicable or if the *insured person* or other party receiving payment, service or benefit is a sanctioned person.

CLAIMS PROCEDURE

Step 1: Notify *us in writing* as soon as possible;

Step 2: Fill in a claim form and supply the following original documents as appropriate.

Critical Illness

- Receipts of all attending *medical practitioner/ specialist(s)* showing:
 - name of the patient
 - date of consultation
 - diagnosis and/or treatment given
- Certificates and reports by the *specialist(s)* as specified in the respective *critical illness*

There are two versions of this policy, one in English and one in Chinese. If there is any discrepancy between the English and the Chinese version, the provisions contained in the English version shall prevail.

僱員自購危疾保險計劃

請細閱本保單，並確保本保單內容符合「閣下」的需要。

本保單連同「附表」及嗣後發出的任何附帶批單應以整體文件形式一併閱讀，並構成「閣下」與「本公司」之間的合約。而「閣下」填妥並提供給「本公司」的投保表格及聲明，不論以口述（如「本公司」有紀錄）或書面提供，均為本合約的依據。

「本公司」將於收訖「閣下」所繳的保費後，在「保險期」內為「閣下」提供「附表」內訂明各節的保障，惟「閣下」必須履行本保單所列出的所有條款與條件。此乃全年醫療保險單，將於「本公司」收訖「閣下」隨後繳交的保費後方才獲得續保。如已獲得本保單賠償或接受服務，「閣下」必須繳交保單全年之保費。

「閣下」於投保表格內填報的資料如有任何更改，請將更改資料盡早通知「本公司」，以免影響本保單的保障內容。

此乃一份有法律效力的文件，敬請妥為保存。

此乃中文譯本，僅供參考之用。若與英文版本有異，概以英文版本為準。

第一部份 – 詞彙解釋

本保單內某些詞彙具有指定含意，釋義分別列明於下。為方便「閣下」在本文識別有關詞彙，特將此等詞彙全部加上引號。

「意外」

於「保險期」內，任何不可預見或預料並導致「受保人」蒙受「損傷」之突發事件。

「因輸血而感染愛滋病」

「受保人」因「醫療必需」接受下列之醫療程序或輸血而意外感染人體免疫力衰竭病毒：

- 輸血；或
- 以血液製品輸血；或
- 「受保人」接受器官移植。

「本公司」會在有足夠的證明及相信感染極可能是由以上任何一項醫療程序所引致的情況下作出賠償。引起感染的醫療程序必需由「醫生」進行或監督進行及提交由「醫生」所簽發的聲明，「本公司」方會支付賠償。

如醫學界發明治療愛滋病或人體免疫力衰竭病毒不良影響的方法，又或發明預防愛滋病的方法，本項保障即不適用。「本公司」有權要求受保人提供所有血液樣本及獨立測試該血液樣本對人體免疫力衰竭病毒的反應。

「日常活動」

日常自理活動包括：

- 更衣：毋須他人協助，自行穿上及脫下衣物。
- 行動：毋須他人扶助，能夠自行由某一房間移動至另一間位於同一層的房間。
- 移動：毋須他人扶助，上落床或椅子。
- 失禁：自行控制大小便。
- 進食：毋須他人協助，能夠自行進行一切的進食程序。
- 沐浴及淋浴：毋須他人扶助，自行沐浴及淋浴。

「亞爾茲默氏病」

臨床證據、標準化檢驗及調查證實患上亞爾茲默氏病及老年痴呆症，因腦部功能出現不可復原的全面衰竭，導致智力退化或喪失智力。此疾病必須導致嚴重認知損傷，診斷需由神經病專科醫生鑑定。濫用酒精、藥物或愛滋病引致的老年痴呆症並不在保障範圍之內。

「植物人」

植物人的診斷是指由腦損傷或頭部「損傷」造成雙邊腦皮質退化，而對外間持續沒有反應，因而被診斷為植物人。

「障礙性貧血」

因骨髓慢性持續衰竭而導致貧血、中性白血球減少症及血小板減少症，而必須接受最少以下一種治療：

- 輸血；
- 骨髓刺激素；
- 免疫抑制劑；或
- 骨髓移植手術。

此症之診斷必須由血液科醫生鑑定。

「腦部良性腫瘤」

由神經科專科醫生或神經外科專科醫生鑑定的腦內非癌性致命腫瘤，包括損害腦部的顱內腫瘤。此腫瘤必須被視為需進行神經切除手術，或如不動手術則會導致永久性神經機能缺陷。

「失明」

因「疾病」或「意外」導致雙眼完全不可復原地喪失視力。此斷症必須由眼科醫生簽發報告證明，並且無法經醫療手術糾正。

「腦部受損」

腦部因「意外」或「損傷」持續受損，導致永久性神經機能缺陷或喪失智力。永久性神經機能缺陷必須由神經病專科醫生鑑定。

「腦外科手術」

在全身麻醉下進行腦部手術，期間同時進行顱骨切開手術，包括針孔手術，但「意外」引致的腦部手術並不在保障範圍之內。手術必須被合資格「專科醫生」視為必要。

「癌症」

此診斷為呈現生長不受控制的惡性腫瘤和惡性細胞擴散，以致入侵及破壞正常組織。癌症必須由合資格的腫瘤科醫生或病理學專科醫生證明為惡性腫瘤的組織學證明。癌症包括：血癌、惡性淋巴瘤、何杰金氏病、惡性骨髓病變及轉移性皮膚癌。以下並不在保障範圍之內：

- 原位癌、子宮頸細胞病變、子宮頸癌CIN-1、CIN-2及CIN-3，以及所有癌變前期症狀或非侵襲性癌；
- 早期前列腺癌TNM分類法T1（包括T1a及T1b），或相同的分類法；
- 第1A期皮膚黑色素瘤（≤1毫米、第二或第三級、無潰瘍），按照2002年全新的美國癌症聯合委員會(AJCC)分類法；
- 角化過度症、基底細胞及鱗狀皮膚癌；及
- 愛滋病病毒感染引致的所有腫瘤。

「再發性慢性胰臟炎」

再發性慢性胰臟炎是指患有慢性胰臟發炎的病人，因該發炎症反復及加劇而被確診為再發性胰臟炎。再發性一般是指同一病理原因不斷持續或重複接觸同一病理原因，病理原因如部份管道梗阻而引致發炎。

「內戰」

相同國家的公民或民族互相對抗而發生互相攻擊的戰爭或「戰爭」。

「昏迷」

處於無意識狀態而其特徵為完全不能喚醒及對所有外界刺激或體內需要均沒有反應，並需持續不斷地使用維持生命系統最少九十六小時。此斷症必須有由神經病專科醫生證實的永久性神經機能缺陷證明，因濫用酒精或藥物引致之昏迷並不在保障範圍之內。

「電腦病毒」

是指一組損壞的、有害的或未經授權的指令或代碼，包括一組通過程序或其他方式惡意傳播的未經授權指令或代碼，並通過電腦系統或任何性質的網絡傳播。電腦病毒包括但不限於“特洛伊木馬”、“蠕蟲”和“時間或邏輯炸彈”。

「冠狀動脈手術」

指透過搭橋矯正一條或多條冠狀動脈收窄或堵塞的心臟開刀手術。此斷症必須有嚴重冠狀動脈堵塞的血管造影證明，並且由心臟專科醫生證明手術乃「醫療必需」。冠狀動脈成形手術及所有其他動脈內導管技術或激光手術一律不承保。

「危疾」

是指於本保單第二部份內定義之疾病或傷殘或手術，其病徵必需於「保險期」內首次出現及被首次診斷(不適用於「意外」導致的危疾)。本保單所受保的危疾必需由一位或以上的註冊「醫生」作出診斷，而每位「醫生」必需具備有關危疾的專業資格，及提供符合本保單之危疾診斷要求的醫療報告。

「網絡行為」

是指在任何時間和地點所做的任何未經授權、惡意或犯罪行為。而該行為涉及進入、處理、使用或操作任何電腦系統、電腦軟體程式、惡意代碼、「電腦病毒」或流程或任何其他電子系統。

「失聰」

因「疾病」或「意外」導致完全不可復原地喪失對所有聲音的聽力。此斷症必須有由耳、鼻、喉專科醫生簽發的醫療證明，並且已接受聽力及聲域測試。失聰必須無法經醫療手術糾正。

「傷疾」

因同一「疾病」、「意外」或「損傷」引致之所有醫療狀況，包括任何及所有因此而引起之併發症或密切有關之症狀，除非「受保人」已不需因該傷疾而入住「醫院」或最後一次到「醫生」診所接受診療之日期已相隔最少九十天(以較遲者為準)，及已不再需要接受任何治療，該傷疾隨後之治療則會被視為另一次「傷疾」。

「象皮病」

象皮病的診斷是指受到慢性絲蟲疾病的感染，該症狀為淋巴管有明確的皮膚及皮下組織明顯腫脹，主要影響腿部及外生殖器官。此診斷必須由「專科醫生」鑑定。

「腦炎」

由腦部物質(大腦半球、腦幹或小腦)嚴重發炎，導致嚴重而永久性神經機能缺陷，並已由神經病專科醫生鑑定。

「末期肝病」

末期肝病或肝硬化指導致以下最少一種情況的慢性末期肝衰竭：

- 無法控制腹水；
- 持續性黃疸；
- 食管或胃靜脈曲張；或
- 肝性腦病。

因濫用酒精或藥物引致之肝病並不在保障範圍之內。

「末期肺病」

肺病的最後或末期階段，導致慢性呼吸系統衰竭，並且出現以下所有情況：

- FEV1測試結果持續少於1公升；
- 低血氧症需要接受永久補給氧氣治療；
- 動脈血液氣體分析結果顯示氧分壓為55mmHg或以下(PaO2 < 55mmHg)；及
- 休息時呼吸困難。

此診斷必須由肺科醫生鑑定。

「心臟病」

心臟病或心肌梗塞初次病發，指心肌的血液供應急性中斷導致部分心肌壞死。診斷必須以胸痛史、證實導致梗塞的新心電圖轉變，以及心臟酵素明顯提高之紀錄作依據。心絞痛並不在保障範圍之內。

「心瓣手術」

初次進行開刀或內窺鏡心瓣手術，因無法單獨以動脈內導管手術修補缺陷，而置換或修補一塊或以上心瓣。進行此手術前必須已獲得心臟專科醫生的建議。

「香港」

中華人民共和國香港特別行政區。

「醫院」

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領取牌照)；及
- 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；及
- 駐有合格護士或「註冊護士」每天二十四小時提供看護服務；及
- 有一名或以上的持牌「醫生」時刻駐院；及
- 具有完善的診斷設備及外科手術設備；及
- 可實際進行外科手術的醫療診所；及
- 主要業務並非護理院、療養院、復康院或同類機構，亦非戒酒所或戒毒所。

「直系親屬」

「閣下」或「受保人」的配偶、父母、配偶父母、祖父母、子女、兄弟姊妹、孫兒女或合法監護人。

「損傷」

「受保人」純粹因「意外」而非任何其他事故所蒙受之身體損傷。

「受保人」

名字列於「附表」中註明為本保單受保人(“Insured Name”)之人士。

「深切治療部」

「醫院」內設有醫護人員及設備，專為病危之病人提供超出「醫院」一般護理範圍之特別或深切治療，並且每日收取額外治療費用的部門。

「腎衰竭」

為腎病的晚期階段，病狀為兩個腎臟呈現慢性及不能復原的功能衰竭。診斷必須以定期腎臟透析或移植手術作依據。

「失明」

視力完全喪失及「永久」無法復原。

「喪失獨立能力」

由顧問「醫生」證明喪失獨立能力，導致病人永久無法做到任何三項「日常活動」。

「失肢」

失去手腕或足踝處或以上的肢體部份。

「喪失說話能力」

完全及不可復原地喪失說話能力，而且必須持續12個月。此診斷必須經耳、鼻、喉專科醫生提供醫療證明，並且確定聲帶受損或患病，所有精神科相關的病症並不在保障範圍之內。此症狀無法經醫療手術糾正。

「殘廢」

完全喪失功能效用，其性質與完全失去肢體或器官相同。

「嚴重燒傷」

身體皮膚面積最少百分之二十面積遭受第「三級燒傷」。

「嚴重頭部創傷」

是指頭部因遭遇意外而蒙受損傷及自該意外事故發生之日起六周內導致永久性之神經機能缺損。其診斷需由合格的神經科專科醫生作出醫療診斷證明以及清楚的磁力共振掃描(MRI)、電腦斷層掃描(CT)、或其他可靠的造影科技的檢查結果。該“意外”損害必須是因遭遇外來的、突發的、暴力所致的及外部可見的意外事故，並且此意外事故為直接及獨立原因所導致的嚴重腦組織損害。

以下情況並不在保障範圍之內：

- 脊髓損害；
- 任何其他原因引致的頭部損害。

「主要器官移植」

以接受移植者或器官移植名單輪候人士身份實際進行以下任何一項器官移植手術。

- 以下任何整個器官：包括心臟、肺部、肝臟、腎臟或胰臟；或
- 清除所有骨髓後利用造血幹細胞製造人類骨髓。

移植手術必須為「醫療必需」，並且由「醫生」作出器官衰竭的客觀證明。除上述以外，任何其他幹細胞移植並不在保障範圍之內。

「醫療必需」

指接受醫療服務的必要性，並依下列條件考量：

- 因應有關診斷及有關狀況的一般治療所需；及
- 符合良好及謹慎的醫標標準；及
- 非純為註冊「醫生」或任何其他醫療服務供應商提供方便；及
- 以最適合的程度有效地為「受保人」之「傷疾」作出安全及足夠的治療及以最經濟之設備進行治療受保「傷疾」；及
- 於沒有醫療治療包括藥物或接受任何手術下，使用醫療服務的目的並非純為診斷檢查、診斷掃描、影像檢查、化驗檢查或物理治療。

「醫生」

已根據《醫生註冊條例》(香港法例第161章)規定，註冊為醫生之人仕，惟「閣下」、「受保人」或「直系親屬」除外。如於「香港」以外之地區接受緊急治療或手術，則指擁有合格西醫學學位，並已獲准在其執業的地區合法授權提供醫療及外科手術服務的人士，惟「閣下」、「受保人」或「直系親屬」除外。

「運動神經原疾病」

經由神經病專科醫生依據適合及相關神經症狀的明確症狀，確實診斷為運動神經原疾病。

「多發性硬化」

因腦部及脊髓去髓鞘，導致持續六個月以上的多發性神經缺陷。此斷症必須由神經病專科醫生斷定為確診病例，並曾呈現超過一個明確的神經性症狀，包括任何綜合的視覺神經、腦幹、脊髓、協調或感官功能缺陷。

「肌肉萎縮症」

此斷症須經神經病專科醫生依據以下各項綜合因素鑑定：

- 臨床顯示包括缺乏感官干擾、正常腦脊液及腱反應輕微減退；
- 特性肌電圖；及
- 經肌肉活組織檢查鑑定臨床疑診為正確。

「職業性感染愛滋病毒」

在執行正常職責過程中「意外」感染愛滋病毒，並在事後六個月內檢驗血清抗體陽轉。如發生可能導致索償的事件，必須在事後三十日內通知「本公司」，以及在「意外」發生後七日內提交「受保人」的陰性愛滋病毒抗體測試結果。如醫學界發明治療愛滋病或愛滋病毒不良影響的方法，又或發明預防愛滋病的方法，本項保障即不適用。於任何其他途徑感染愛滋病毒，包括因性行為或靜脈注射藥物受感染將不獲保障。保險公司有權要求「受保人」提供血液樣本及獨立測試該血液樣本對愛滋病毒的反應。

「癱瘓」

因脊髓或腦部「損傷」或患病而完全喪失兩肢或以上肢體的功能，並且由神經科醫生鑑定為永久喪失有關功能。保障範圍包括被列為兩側癱瘓、偏癱、四肢癱瘓的喪失肢體功能。

「柏金遜症」

經由神經病專科醫生依據漸進及永久神經損傷的明確症狀，確實診斷為柏金遜症非典型類外症候群，而「受保人」接受最理想的藥物治療後，仍然永久無法做到本保單定義內六項「日常活動」中最少三項。

「保險期」

「附表」內所訂明之保險有效期，而「本公司」已接納該保險期間之保費。

「永久」

「意外」事故發生之日起計，損害情況持續至少十二個月，並於此段時間終結時沒有好轉之跡象。

「永久完全傷殘」

「受保人」因「疾病」或「損傷」導致完全及不可復原的傷殘，並無法受僱或從事任何工作或任何職業，不論酬勞或利益多寡亦然。有關之傷殘必須於事後維持最少連續六個月。而完全及永久喪失雙手、雙足或雙眼，或綜合任何兩項，亦包括於此項保障之內。

「保單週年日期」

列明於「附表」之生效日期的週年日。

「脊髓灰質炎」

經主診神經專科醫生鑑定，受脊髓灰質炎病毒感染，證實有運動機能損傷或呼吸系統衰弱而引致癱瘓，此症狀已最少記存三個月的醫學文件證明。如未有因此導致癱瘓，則不符合賠償資格。其他引致癱瘓的成因並不在保障範圍之內。

「投保前已存在的傷疾」

「受保人」在本保單生效日、「提升生效日期」、或保單重訂日(以較遲者為準)前曾接受藥物治療、確診、會診或處方服藥、或「醫生」曾因該症狀提出之藥物意見或治療。

「肺動脈高血壓」

經由包括導管在內的各類檢查而確定為與右心室肥大有關的原發性肺動脈高血壓，導致心臟損傷，永久身體嚴重受損的程度為紐約心臟協會級別最少第四級*。

* 紐約心臟協會(NYHA)第4級心臟受損指病人接受藥物治療及飲食調節後，進行一般日常活動仍然出現症狀，並且經身體檢查及化驗結果鑑定為心室功能不正常。

「註冊護士」

註冊護士指合法批准持牌及獲准資格在其執業地區合法提供護理服務的人士，惟「閣下」、「受保人」或「直系親屬」除外。

「附表」

隨附本保單名為“Schedule”並構成保單一部份之附表。

「嚴重類風濕關節炎」

關節受到廣泛破壞，以下三個或以上的關節部位出現嚴重變形：手部、手腕、肘部、頸椎、膝、踝、足部的跖趾關節。此症狀必須導致「受保人」永久無法做到本保單定義內之「日常活動」的任何三項。

「疾病」

在「保險期」內健康出現不正常之病理癥狀。

「專科醫生」

指已合法地於「香港」醫務委員會以專科登記的註冊「醫生」，惟「閣下」、「受保人」或「直系親屬」除外。如於「香港」以外之地區接受緊急治療或手術，則指該註冊「醫生」已於其執業的地區以同等專科登記法律合法地獲准授權提供醫療及外科手術服務的人士

「中風」

腦血管事故而引致永久神經性缺陷。此斷症必須有電腦掃描或磁力共振掃描新變化的證明。外傷引致的腦組織梗塞或顱內出血並不在保障範圍之內。腦短暫性缺血亦不承保。

「主動脈手術」

因致命血管疾病進行的胸或腹主動脈大手術，包括窄縮修補、主動脈瘤或主動脈夾層移植手術，惟輕微的侵入性移植手術並不在保障範圍之內。主動脈支脈的手術亦不承保。

「系統性紅斑狼瘡」

由專科醫生診斷指定嚴重程度的系統性紅斑狼瘡，並須符合以下其一：

- (a) 系統性紅斑狼瘡嚴重損及腎臟，呈現以下徵狀：
 - 腎功能永久受損，腎小球過濾率低於30 ml/min/1.73m²；及
 - 驗尿結果異常，顯示蛋白尿或血尿；

或

- (b) 系統性紅斑狼瘡嚴重損及中樞神經系統，呈現以下徵狀：
 - 神經系統永久損傷，出現以下最少一種徵狀，並且在臨床檢查時可見，估計「受保人」終身也不會好轉：
 - 癱瘓
 - 發音障礙(說話能力障礙)
 - 失語症(不能說話)
 - 吞嚥困難(吞嚥困難)
 - 行動困難，缺乏協調能力
 - 「受保人」嚴重痴呆，需要長期督導

- 永久昏迷

就符合本定義的病症而言：

頭痛、疲勞、昏睡或任何精神或心理徵狀均不可成立為神經系統永久損傷。

「末期危疾」

「受保人」必須經由適當的醫療顧問「醫生」鑑定其所患病症的生存時間不會超過十二個月。

「三級燒傷」

整個皮膚層包括表皮層、真皮層及皮下組織均一同燒傷及受到破壞。

「提升」

保障程度的提升及/或計劃級別的提升。

「提升生效日期」

「本公司」接納「閣下」保單「提升」的生效日期，以「香港」標準時間00:00為準，此日期並於「附表」或由「本公司」簽發之批單內以茲記錄該「提升」。

「等候期」

本保單之生效日期、或「提升生效日期」或期後增加的額外保障生效日(只限「提升」部份或新增之保障)，或保單復效日，以較遲者為準，開始計算的九十日內。在此期間，「本公司」不會就因非「意外」事故導致的「危疾」作出任何賠償。

「戰爭」

兩國或多國因任何事故交戰，或主權國家之間的武裝衝突，不論正式或未正式宣戰的公開軍事衝突，又或國與國之間經國家正式授權而：

(i)終止和平關係；及(ii)陷入武裝敵對局面。

「本公司」

蘇黎世保險有限公司。

「閣下」

本保單之申請人及於「附表」內註明為保單持有人(“The Insured”)之人士。

第二部份 – 保障

若「受保人」於「保險期」間經「醫生」首次診斷患上下列本保單定義內之「危疾」，「本公司」將支付列於「附表」內「受保人」所選計劃之最高賠償額予「受保人」。

1. 「因輸血而感染愛滋病」
2. 「亞爾茲默氏病」
3. 「植物人」
4. 「障礙性貧血」
5. 「腦部良性腫瘤」
6. 「失明」
7. 「腦部受損」
8. 「腦外科手術」
9. 「癌症」
10. 「末期肺病」
11. 「再發性慢性胰臟炎」
12. 「昏迷」
13. 「冠狀動脈手術」
14. 「失聰」
15. 「象皮病」
16. 「腦炎」
17. 「末期肝病」
18. 「突發過濾性病毒肝炎」
19. 「心臟病」
20. 「心瓣手術」
21. 「腎衰竭」
22. 「喪失獨立能力」
23. 「失肢」
24. 「喪失說話能力」
25. 「嚴重燒傷」
26. 「嚴重頭部創傷」

27. 「主要器官移植」
28. 「運動神經原疾病」
29. 「多發性硬化」
30. 「肌肉萎縮症」
31. 「職業性感染愛滋病毒」
32. 「癱瘓」
33. 「柏金遜症」
34. 「永久完全傷殘」
35. 「脊髓灰質炎」
36. 「肺動脈高血壓」
37. 「嚴重類風濕關節炎」
38. 「中風」
39. 「主動脈手術」
40. 「系統性紅斑狼瘡」
41. 「末期危疾」

特別條款

1. 如「受保人」被診斷首次患上受保「危疾」，「本公司」將支付列於「附表」所選計劃內百分之百的最高賠償額予「受保人」作為賠償。
2. 如「本公司」已賠償百分之百的「危疾」保障最高賠償額予本保單之「受保人」，「本公司」對該「受保人」的責任便告完結，而該「受保人」的「危疾」保障及有關保費亦會隨之終止。

第三部份 – 全球緊急支援

1. 海外電話醫療諮詢服務

當「受保人」於「香港」以外地方旅遊期間，「本公司」可安排醫療顧問透過電話提供醫學意見予「受保人」。

2. 轉介醫療服務人員或機構

「本公司」可向「受保人」提供全球各地「醫生」、牙醫、「醫院」、診所及牙醫診所的名稱、地址及電話號碼。

3. 緊急護士出診支援服務(只限「香港」)

「本公司」可按「受保人」之要求，協助安排「註冊護士」緊急出診。

全球緊急支援由蘇黎世保險有限公司所委任的機構提供。如欲尋求援助，請致電「香港」蘇黎世24小時緊急支援熱線(852) 2886 3977。

第四部份 – 不承保事項

本保單將不會承保因下列事故直接或間接引致之索償：

1. 不就醫或不遵從「醫生」的指示；
2. 本保單指定之受保「危疾」以外之任何「疾病」、身體不適或失調；
3. 於保單生效日期、或本節之「提升生效日期」(只限「提升」部份)、或保單復效日，九十日內初次顯現之「危疾」症狀(除非該項「危疾」是由定義之「意外」引致)；
4. 「受保人」於被診斷患上受保「危疾」後生存少於三十日(除非該項「危疾」是由定義之「意外」引致)；
5. 任何「投保前已存在之傷疾」；
6. 任何因分娩、流產、墮胎、妊娠引致的狀況、包括但不限於分娩測試、產前、產後護理及其他有關併發症、避孕或避孕儀器、男女兩性的先天缺陷或不正常、不育或絕育手術；性病；
7. 先天性缺陷，包括但不限於癲癇、斜視、腦積水；
8. 自殺、企圖自殺、蓄意自我損傷、神經失常或任何精神狀況、精神病、緊張或抑鬱、受酒精或藥物影響除非有關之藥物經「醫生」處方；
9. 任何形式的職業機動競賽或體育活動，又或「受保人」因參加該項體育活動或機動競賽而可能或可以賺取收入或報酬；
10. 任何參予違法行為，包括但不限於搶劫、濫用藥物或傷人；
11. 並非以繳費乘客身份乘坐持牌航空公司航機或包機；
12. 「受保人」任何未有繳付適當的保費期間所發生的任何費用；
13. 人體免疫力衰竭病毒(HIV)及/或任何HIV有關疾病引起，包括愛滋病(AIDS)及/或不論如何引起或如何定名之變種、衍生或變故病體，如有關之診斷是本保單定義內之受保「危疾」，此不保事項則不適用；

14. 「戰爭」、侵略、外敵行動、敵對局面（不論正式宣佈「戰爭」與否）、內戰、叛亂、革命、反叛、軍事或篡權行動或直接參與罷工、暴動或內亂事件；
15. 任何核子燃料、核子燃料燃燒後所產生的核子廢料或任何核子武器所產生的電離子輻射或放射性污染；或
16. 因石棉瓦引致的病症或「疾病」；
17. 任何由「網絡行為」引致的「意外」、「傷疾」、「疾病」及/或「損傷」。

第五部份 – 基本條款

1. 整體協議

本保單，包括「附表」、投保表格、批單、附件及修訂本(如有者)，乃立約各方之間的整體協議。任何代理或其他人士均無權更改或豁免本保單的任何條款。本保單如有任何修改，必須獲得「本公司」的授權人員批准並簽發批單作實，方始生效。

2. 參加資格

「閣下」申請投保此保障時必須受保於由「本公司」承保「閣下」僱主之團體危疾保險保單，及「閣下」僱主之團體危疾保險保單於「閣下」申請投保此保障當日仍然生效。「閣下」成功申請此保障後方能為「閣下」之配偶及子女投保此保障。

3. 轉移保額資格

若「閣下」申請轉移由「本公司」承保「閣下」僱主之團體危疾保障額至此保障，「閣下」必須連續受保於「閣下」僱主之團體危疾保險保單最少十二個月，及「閣下」僱主之團體危疾保險保單於「閣下」申請投保此保障當日仍然生效。「閣下」並需於離職後三十天內提交已簽署的完整申請表及離職證明作申請。

4. 年齡限制

除非另有定明，「受保人」在本保單生效日的年齡必須介乎於十五日至七十歲，並可續保至七十五歲，所有保障將於「受保人」七十五歲生日後的「保單週年日期」終止。

5. 現況轉變

如「閣下」或「受保人」在投保表格內所提供之資料有任何轉變，「閣下」或「受保人」必須立即通知「本公司」有關之變更，否則「本公司」有權拒絕所有賠償或使其失效。

6. 索償通知

如「受保人」如診斷為「危疾」則需於首次確診後九十日內通知「本公司」，「閣下」或「受保人」或「閣下」或「受保人」之代理人需自費提交「本公司」所需之證書、資料及證據，及任何「本公司」所定之形式及性質的各種證明。「本公司」有權自費要求聘用醫療公證人進行身體檢驗。如「閣下」或「受保人」不遵守本條款，「本公司」將不會支付本保單的任何保障。

7. 損失證明

所有損失證明文件需於「本公司」收到賠償申報表後三十日內呈交給「本公司」。倘有合理的緣由不能於限期內將有關證明文件送交「本公司」，但已盡可能於限期後立即送出，且不超過一百八十日之限，則不會被視為放棄申請賠償的權利。「本公司」所需之證書、資料及證據，須依「本公司」所定之形式及性質提交，「本公司」概不會負責任何費用。

8. 索償時限

除索償已被「本公司」接納或為有待進行之未審結訴訟或仲裁外，於任何情況下，「本公司」概不會就「受保人」於蒙受任何「傷疾」後滿十二個月方提出之有關索償支付賠償。

9. 身體檢查

如「受保人」蒙受非致命「損傷」，「本公司」有權按需要要求由「本公司」指定的醫療機構為「受保人」進行身體檢查。如「受保人」身故，「本公司」有權自費進行驗屍。

10. 支付索償

如「受保人」身故，「本公司」將支付死亡賠償予「受保人」的遺產承繼人。所有本保單內之其他賠償，則一律於收受所需

的證明文件後，立即作出合理賠償予「受保人」。若「受保人」年齡為十七歲或以下，「本公司」將支付所有賠償予「受保人」的父母或其合法監護人。

11. 失實陳述、漏報或欺詐

「本公司」有權在下列任何一項情況下，宣告本保單自保單生效日起無效，並通知「閣下」，本保單不會為「受保人」提供保障：

- (a) 在投保表格或任何其他其後就相關申請提交予「本公司」的資料或文件（包括相關資料的任何更新及改動），其所作出的陳述或聲明中，就「受保人」健康狀況的任何「重要事實」作出失實聲明或遺漏資料，未如實申報任何「投保前已存在之傷疾」或未能遵行最高誠信而影響「本公司」的風險評估。「重要事實」包括但不限於會影響「本公司」對「受保人」的核保決定的事實，若披露該事實「本公司」有可能因而徵收附加保費、增加不保項目、拒絕或待投保申請。

- (b) 在投保表格中或索償時，作出欺詐或有欺詐成分的申述。

在 (a) 的情況下，「本公司」將：

- (i) 退還已繳交的相關保費及保費徵費（如有）但需扣除所有已支付的索償金額及「本公司」支付的必要費用，包括但不限於「本公司」的合理行政費及因本保單而招致的服務費（如有）。
- (ii) 如上述抵銷事項總數超越已繳交的相關保費，「閣下」必須在「本公司」發出付款通知書後十四（14）個工作天內向「本公司」償還差額。

在 (b) 的情況下，「本公司」將有權：

- (i) 不退還已繳交的相關保費；及
- (ii) 追討所有過去已支付予「閣下」的賠償，並要求在「本公司」發出付款通知書十四（14）個工作天內把有關賠償償還「本公司」。

12. 保費

- (1) 本保單為年度之醫療保單。「閣下」可以以年繳或月繳方式付款予「本公司」。支付首期保費後，所有往後的保費必須在到期日或之前支付予「本公司」。如「閣下」曾提出索償或在「保險年度」內曾使用服務，「閣下」必須負責繳付同「保險期」之「保險年度」全年保費，保單方惟有效。「本公司」亦不會就任何已付保費作出退款。

- (2) 「本公司」保留權利，在以下情況更改或調整保費：

- (a) 「本公司」會根據續保時的適用保費率調整保費（將基於多個因素，包括但不限於醫療通脹，預期未來醫療費用，理賠紀錄及「閣下」及/或這產品招致之費用，及保障之更改），並於調整保費前三十（30）天以書面通知「閣下」。
- (b) 於續保時，保費將按「受保人」之實際年齡自動調整。

13. 寬限期

「閣下」付訖首期保費後，「本公司」將於每次保費到期時給予「閣下」三十一天寬限期。在寬限期內，本保單仍維持有效，如「閣下」於寬限期屆滿後尚未繳清保費，本保單將於欠繳保費到期日起被視為逾時失效。

14. 重訂保單

如「閣下」因欠繳保費而導致「本公司」宣佈保單逾時失效，惟事後向「本公司」提交令「本公司」滿意的重訂申請書，並提供可保性證明，「本公司」可能允許「閣下」重訂保單。重訂保單只承保「受保人」於重訂當日起計三十日後開始患上的「疾病」，惟「意外」引致除外。

15. 取消保單

- (i) 「本公司」有權以三十天書面通知取消保單或任何章節或部份，通知書將以掛號郵件形式寄至「閣下」最後登記地址。「本公司」將按比例發還餘下「保險期」的保費。
- (ii) 而「閣下」亦有權以三十天書面通知「本公司」而取消保單，如在該段保單生效期間無索償紀錄，已繳交之全年保費將根據下列適用的比率計算扣減，但在任何情況下不可低於「本公司」慣常收取的最低保費。如保單以按月方式繳付全年保費，「本公司」亦有權按以下比率向「閣下」收取剩下之全年保費。

於任何情況下，如於該保單年度已獲得本保單賠償或接受服務，有關之保費將不獲退還及「閣下」必須繳交該保單全年之保費。

保障期	收費比率
兩個月(即慣常收取最低保費)	40%
三個月	50%
四個月	60%
五個月	70%
六個月	75%
超過六個月	100%

儘管有上述規定，如本保單未符合「閣下」需要，「閣下」有權在緊接保單交付予閣下之日起計的二十一(21)日內交還保單及附上「閣下」的簽署之書面通知書要求取消保單。若未曾獲賠償或沒有將獲發的賠償，「本公司」將會把「閣下」已付之保費無息全數退還。若「閣下」曾獲賠償或將獲得賠償，則不獲發還保費。

16. 保障終止

本保單之保障將會在遇到下列較早發生的一項時自動終止：

- 「本公司」已根據本保單第2節賠償「危疾」保障予「受保人」；
- 根據本部份第4項 – 年齡限制所述之情況；
- 根據本部份第11項 – 虛報資料所述之情況；
- 根據本部份第13項 – 寬限期中所述之保費到期日；
- 根據本部份第15項 – 取消保單所述之情況。

17. 續訂保單

從保單生效日起計，本保單會維持生效一(1)年及由「本公司」酌情每年自動續保。惟「本公司」保留權利在任何「保險期」之續保前三十(30)日向「閣下」提供書面通知以更改保單條款，包括但不限於保費、保障、保障額或不承保事項。「本公司」沒有責任透露有關更改之原因及如「閣下」於本保單任何一個「保險期」之保單生效日前表示「閣下」不接納相關更改，續保可以不實行。

18. 更改保障

「閣下」可以書面申請更改或「提升」保障。申請必須連同詳細之健康聲明，詳列任何「受保人」於申請更改保障時已知或已有之「損傷」、「疾病」、病徵或身體狀況，或「受保人」正在接受或將會接受之治療或藥物。申請必須經「本公司」批核。「本公司」有權就此要求更改本保單內任何條款及條件，包括但不限於保費、保障或不承保事項。

19. 虛報年齡或性別

如「受保人」虛報其年齡或性別，「本公司」會按其正確年齡或性別應付之保費而退回或收取保費的差額。倘「受保人」投保時的正確年齡未符合保單的要求或已超出限制，「本公司」於任何情況下只會退回保費而不負責任何承保責任。

20. 蘇黎世緊急支援服務

受委任提供服務之蘇黎世全球緊急支援機構乃是一間獨立公司，為「受保人」提供服務。如該機構之員工、代理或代表有任何錯漏

或疏忽，皆與「本公司」、「本公司」的附屬機構、代理或旗下的員工無關。

21. 筆誤

「本公司」的筆誤不會令生效的保單因而失效，或令失效的保單因而生效。

22. 法律訴訟

依據本保單規定，當索償證明文件送交「本公司」後，六十日內不得進行法律訴訟以求賠償。此外，「受保人」亦不得在「本公司」要求其提供索償證明的指定限期屆滿兩年後提出訴訟。

23. 替代性爭議解決方案

如有任何關乎本保險單出現的爭議，爭議各方可根據香港司法機構為民事調解所訂立及爭議當時所適用之有關實務指示，真誠進行調解。所有未能解決之爭議，一律按照香港法例第609章《仲裁條例》及不時生效的修訂本以仲裁方式裁定。整個仲裁過程必須在香港進行，並由爭議各方同意之單一仲裁人裁定。現明文述明，在爭議各方根據本保險單行使任何法律權利前，必須先取得仲裁決定。不論任何類型爭議解決方案的任何狀況或結果，如「本公司」否認或否決「受保人」追索本保險單之任何責任，而「受保人」並未能於「本公司」所發出之拒賠通知12個月內按以上規定展開仲裁，「受保人」之賠償申請即被視作已被撤回或放棄，並且不能根據本保險單再次進行追討。

24. 遵從保單條款

如違反本保單任何條款，所有就本保單提出的索償均告無效。

25. 管轄法律

本保單受「香港」法律管轄及按其詮釋，並且服從「香港」的專有司法裁判權。

26. 制裁

若本保單提供的保險、款項、服務、保障及/或「受保人」的任何業務或活動會違反任何適用的貿易或經濟制裁法律或監管要求，不論本保單任何其他條款所列，保險公司則不得被視為向任何「受保人」或其他一方提供任何保險或將向「受保人」或任何其他一方支付任何款項或提供任何服務或保障。

上條文亦適用於任何被保險公司視為適用的貿易或經濟制裁法律或監管要求，或若「受保人」或其他接受款項、服務或保障的一方是受制裁人士。

賠償程序

步驟 1：盡快以書面通知「本公司」；

步驟 2：填寫賠償申報表及提交下列所需正本的證明文件。

「危疾」

- 載明下列資料的所有主診「醫生」/「專科醫生」/收據：
 - 病人姓名
 - 診治日期
 - 提供的診斷及/或治療
- 由列明於有關「危疾」中指定之「專科醫生」簽發之證書及醫療報告

(此保單分別有英文及中文版本，而中文版本乃是本保單之譯本，只供參考之用，如中文與英文有異，均以英文為準)