

# Group Critical Illness Insurance Policy

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

In consideration of payment of premium, we hereby agree to insure all *insured persons* of this policy in the manner and to the extent provided in this policy, subject to the definitions, exclusions, policy conditions and to any memoranda endorsed hereon.

All *period of insurance* shall begin at 00:00 and end at 24:00, standard time at the place where this policy was issued.

## 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*.

### Activities of daily living

- 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.
- Continenence – 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.

### Confined/Confinement(s)

The *insured person* is admitted to a *hospital* for a minimum period of sixteen (16) hours as a result of *injury* or *sickness* and requires *medical necessity* upon the recommendation of a registered *medical practitioner* and continuously stays in the *hospital* prior to his/her discharge from the *hospital*. *Hospital* confinement will be evidenced by a daily room and board charge by the *hospital*.

### 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".

### Critical illness(es)

The disease or incapacity or surgery as defined, which the symptoms first appear and 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 reports(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.

1. AIDS due to blood transfusion
2. Alzheimer's disease
3. Blindness
4. Cancer
5. Chronic/End stage lung disease
6. Coma
7. Deafness
8. Elephantiasis
9. End stage liver disease
10. Heart attack
11. Kidney failure
12. Loss of independent existence
13. Loss of limb
14. Loss of speech
15. Major burns
16. Major organ transplant
17. Occupationally acquired HIV

18. Paralysis
19. Parkinson's disease
20. *Permanent* total disablement
21. Severe rheumatoid arthritis
22. Stroke
23. Systemic lupus erythematosus

### 1. 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 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 procedure listed above. The procedure must have been and was performed by or under the supervision of *medical practitioner*:

No benefit shall be payable in the event that at the time of the transfusion 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 meanings assigned to it by the World Health Organization including 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.

### 2. 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 of AIDS are excluded.

### 3. 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.

### 4. 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 leukemia, malignant lymphoma, Hodgkin's disease, malignant bone marrow disorders and 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;
- Hyperkeratosis, basal cell and squamous skin cancers; and
- All tumours in the presence of HIV infection.

### 5. Chronic/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 on (1) liter;
- Requiring *permanent* supplementary oxygen therapy for hypoxemia;
- Arterial blood gas analyses with partial oxygen pressures of 55mgHg or less (PaO2<55mmHg); and
- Dyspnea at rest.

The diagnosis must be confirmed by a pulmonologist.

### 6. 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.

#### **7. Deafness**

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

#### **8. 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 clinically confirmed by an appropriate consultant, including laboratory confirmation of microfilariae, and be supported by a registered *medical practitioner*. Lymphedema caused by infection with a sexually transmitted disease, trauma, post-operative scarring, congestive heart failure, or congenital lymphatic system abnormalities is excluded.

#### **9. 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.

#### **10. 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.

#### **11. End stage kidney disease**

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.

#### **12. Loss of independent existence**

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

#### **13. Loss of limb**

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

#### **14. 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 appropriate (Ear, Nose and Throat) *specialist* and to confirm injury of disease to the vocal cords. All psychiatric related caused are excluded. The condition must not be able to be corrected by medical procedure.

#### **15. Major burns**

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

#### **16. 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 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 *medical necessary* and based on objective confirmation of organ failure. Other than the above, stem cell transplants are excluded.

#### **17. 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 at the time of *accident* any medical cure is found for AIDS or the effects of the HIV virus or a medical treatment is developed that results in the prevention of the occurrence of AIDS. Infection in any other manner, including infection as a result of

sexual activity or intravenous drug use is excluded. The insurer must have open access to all blood samples and be able to obtain independent testing of such blood samples.

#### **18. Paralysis**

The total loss of uncton of two or more limbs due to *injury* or disease of the spinal cord or brain, where such functional loss is considered to be *permanent* by a neurologist. Loss of function of limbs classified as Diplegia, Hemiplegia, Tetraplegia and Quadriplegia are included.

#### **19. 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.

#### **20. 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 of profit. The *disability* must have lasted without interruption for at least twelve (12) 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.

#### **21. 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*.

#### **22. 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 ischemic attacks are also excluded.

#### **23. Systemic lupus erythematosus**

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

- (a) Severe kidney involvement with SLE as evidenced by:
- *permanent* impaired renal function with a glomerular filtration rate (GFR) below 30ml/min/1.73m<sup>2</sup>; 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 claimant's life:
- paralysis
  - dysarthria (difficulty with speech)
  - aphasia (inability to speak)
  - dysphagia (difficulty in swallowing)
  - difficulty in walking, lack of coordination
  - severe dementia where there insured needs constant supervision
  - *permanent* coma

For the purpose 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.

#### **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.

#### **Disability/Disabilities**

*An injury or sickness.*

All *injuries* sustained in any one (1) *accident* shall be considered one (1) disability. All *sickness* exist simultaneously which are due to the same or related causes including any and all complications therefrom shall be considered as one (1) disability as well.

If a disability is due to causes which are the same or related to the causes of a prior disability including complications arising therefrom, the disability shall be considered a continuation of the prior disability and not a separate disability except that after ninety (90) days following the latest discharge from *hospital* or prior curative treatment/surgical operation or

the last consultation or the latest date receiving medical treatment or prescribed drugs or special diet for the condition and no further treatment for the said disability is required, any subsequent disability from the same cause shall be considered a separate disability.

#### **Effective date**

The coverage effective date for individual *insured person* as specified in the *schedule* as "Eligible Period".

#### **Hong Kong**

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

#### **Hospital**

As establishment which meets all the following requirements:

- holds a license 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 or more licensed physicians 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**

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 cause.

#### **Insured person**

Those people as specified in the *schedule* as "Eligible Persons".

#### **Medical practitioner**

A person other than an *insured person* or an *immediate family member* qualified by degree in western medicine and legally authorized in the geographical area of his/her practice to render medical and surgical services.

#### **Period of insurance**

The period of 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.

#### **Policy anniversary**

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

#### **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 *effective date* of the policy, *upgrade effective date*, last reinstatement date or coverage *effective date* of *insured person*, whichever is later.

#### **Qualified nurse**

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

#### **Schedule**

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

#### **Sickness**

A physical condition marked by a pathological deviation from the normal health state after the *effective date*.

#### **Specialist**

A registered *medical practitioner* who can legally practice specialist care in accordance with the equivalent specialty law in the geographical area of his/her practice to render medical and surgical services.

#### **Third degree burns**

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

#### **Upgrade effective date**

00:00 *Hong Kong* Time on the date we agree to provide an upgrade of the *insured person's* policy and such date is shown on *your* policy *schedule* or endorsement subsequently issued recording that upgrade.

#### **War**

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

#### **We, us or our**

Zurich Insurance Company Ltd.

#### **You, your or yours**

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

## **PART 2 – COVER**

We will pay the lump sum amount as specified in the *schedule* if all the following conditions are satisfied:

1. the *insured person* is diagnosed with a *critical illness* specifically listed and defined in this Policy during the *period of insurance* and
2. the *critical illness* as diagnosed and suffered by the *insured person* is the first incident of the *critical illness*, and
3. the coverage has been in force for not less than thirty (30) days after the *effective date* of the *insured person*.

We, at *our* own expenses, shall have the right and opportunity to examine the *insured person* when and as often as it may reasonably require during pendency of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.

Only one (1) lump sum payment will be made to any one (1) *insured person* during that *insured person's* lifetime regardless of the number of *critical illness* or disease he/she may suffer from.

#### **Extension of hospital cash benefit from the covered critical illness**

If the *insured person* is confined in a *hospital* during the *period of insurance* due to a covered *critical illness*, we will pay the *hospital* cash of HKD 500 for each and everyday of *confinement* up to a maximum of ten (10) days per *critical illness*.

This benefit will be payable provided that the lump sum payment of this policy for the same *critical illness* resulting such *confinement* has been agreed to be paid.

#### **Worldwide emergency assistance**

##### **1. Guarantee of medical expenses incurred during hospitalization**

If the *insured person* is required to be hospitalized in a *hospital* approved by *us* whilst travelling outside *Hong Kong*, we will pay directly to the *hospital* the admission guarantee required by the *hospital*, up to a maximum of HKD 39,000.

If we have paid any amount under this item which is not covered by his policy, *you* shall repay the amount to *us*.

##### **2. 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*.

##### **3. Medical referral**

We will provide the *insured person* with the name, address and telephone number of *medical practitioners*, dentists, *hospitals*, clinics, and dental clinics worldwide.

##### **4. 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*. The *insured person* shall bear the cost of the benefit service.

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 3- GENERAL EXCLUSIONS**

This entire policy does not provide benefits for any loss resulting in whole or in part from, or expenses incurred, directly or indirectly in respect of:

1. any *pre-existing condition*, any complication arising from it, or
2. any illness, *sickness* or disease, other than specified as *critical illness*, as mentioned in the policy, pr

3. any *critical illness* of which the signs or symptoms first occurred prior to or within thirty (30) days following the date of proposal or coverage *effective date* or the policy reinstatement date for an *insured person*, whichever is later (this exclusion shall be waived if the *critical illness* is caused by *accident* as defined), or
4. any *critical illness* resulting from a physical or mental condition which existed before the date of proposal or the coverage *effective date* or the policy reinstatement date for an *insured person* which was not disclosed, or
5. any *critical illness* of which, the signs or symptoms from occurred prior to or within thirty (30) days following the *upgrade effective date* or any *critical illness* resulting from a physical or mental condition which existed before the *upgrade effective date* for an *insured person*, whichever is later in respect of the upgrade benefits (this exclusion shall be waived if the *critical illness* is caused by *accident* as defined), or
6. intentionally self-inflicted *injury* or illness, or sexually transmitted conditions, mental or nervous disorder, anxiety, stress or depression, Acquired Immune Deficiency Syndrome (AIDS) or Human Immune-deficiency Virus (HIV) infection (unless it is a defined *critical illness*); suicide, or
7. *war*, civil war, invasion, insurrection, revolution, act of foreign enemy, hostilities (whether war be declared or not), rebellion, mutiny, use of military power or usurpation of government of military power; or
8. ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
9. the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of that equipment; or
10. congenital anomalies or any complications or conditions arising therefrom; or
11. any lost resulting directly or indirectly, contributed or aggravated or prolonged by childbirth or from pregnancy, or
12. any *critical illness* based on a diagnosis made by the insured or his/her *immediate family member* or any one who is living in the same household as the *insured person* or by a herbalists, acupuncturist or other non-traditional health care provider; or
13. any *critical illness* which the *insured person* does not survive after the diagnosis for a period of at least fourteen (14) days (this exclusion shall be waived if the *critical illness* is caused by *accident* as defined): or
14. 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; or
15. participating in any illegal activities, including but not limited to robbery, drug abuse of assault, and
16. any *cyber act* that results in *accident*, *disability*, *sickness* and/or *injury*.

#### PART 4 – GENERAL CONDITIONS

##### 1. Entire contract

This policy including the *schedule*, enrollment 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 amendment.

##### 2. Age limit

Unless specifically mentioned in the *schedule* to the contrary, the insurance afforded under this policy shall only apply to the *insured persons* aged sixteen (16) years to sixty-five (65) years and renewable to aged seventy (70) years, both inclusive on this policy commencement date of renewal date.

##### 3. Notice of claim

Written notice must be given to *us* within thirty (30) days upon the diagnosis in the event of *critical illness*. All certificates, information and evidences 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 not be paid.

##### 4. Proof of loss

Written proof of loss must be furnished to *us* within thirty (30) days from the receipt of the claim form provided by *us*. Failure to furnish such proof within the time required shall not invalidate any claim 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 (190) days from the time such proof is otherwise required. All certificates in formation and evidence in such form and of such nature and within such time as we may reasonably require shall be furnished without expenses to *us*.

##### 5. Medical examination

We will be entitled in the case of non-fatal *injury* to call for examination by a medical referee appointed by *us* whenever required by *us*.

##### 6. Payment of claim

All indemnities provided in this policy are payable to the *insured person* immediately after the receipt of due proof. In the event of death of the *insured person* due to a covered *critical illness*, indemnity is payable to the estate of the *insured person*.

##### 7. Change of occupation

If the *insured person* shall engage in any occupation in which a greater risk may be incurred than in the occupation as stated in the *schedule* without first notifying *us* and obtaining *our* written agreement to the amendment of this policy (subject to the payment of additional premium as we may require as the consideration for such agreement), then no claim shall be payable in respect of any *injury* arising out of or in the course of such occupation.

If the *insured person* changes his/her occupation to a less hazardous than that stated in the *schedule*, we will reduce the premium rate accordingly upon receipt of the proof of such change of occupation, and will return the excess pro-rata unearned premium from the date of change of occupation or from this *policy anniversary* date immediately preceding receipt of such proof, whichever is the earlier.

##### 8. 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 enrollment form or any statement or declaration made for or by the *insured person* in the enrollment 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 enrollment 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.

##### 9. 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:
- 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*.
  - The premium rate should be adjusted automatically according to the attained *age* of the *insured person* at the time of renewal.

#### 10. Termination of coverage

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

- the *insured person* no longer fulfills the eligibility as stated under Clause 2 – Age limit under this part;
- subject to the above Clause 8 - Misrepresentation, non-disclosure or fraud under this Part;
- the premium due date in accordance with Clause 16 – Grace period under this Part;
- under the circumstance mentioned in Clause 14 – Cancellation under this Part and provided that thirty-one (31) days written notice of cancellation is given;
- once one hundred percent (100%) of the sum insured for *critical illness* cover is paid by *us* to the *insured person*;
- the *insured person* is no longer an employee/eligible member of the insured.

#### 11. 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.

#### 12. Subrogation

We have the right to proceed at *our* own expense in the name of the *insured person* against third parties who may be responsible for an occurrence giving rise to a claim under this policy.

#### 13. 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. If the parties are unable to settle the dispute through mediation within ninety (90) days, the parties shall refer the dispute to arbitration administered by the Hong Kong International Arbitration Centre ('HKIAC') under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be *Hong Kong* law and the seat of arbitration shall be *Hong Kong*. The number of arbitrators shall be one (1) and the arbitration proceedings shall be conducted in English. 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 the *insured person* does not commence arbitration in the aforesaid manner within twelve (12) calendar months from the date of *our* disclaimer, the *insured person's* claim shall then for all purposes be deemed to have been withdrawn or abandoned and shall not thereafter be recoverable under this policy.

#### 14. Cancellation

We or *you* may cancel this policy by giving thirty-one (31) days' notice of cancellation by written notice delivered to the other parties, or mailed to his last known address. In the event this policy is cancelled by *us*, we will return the pro-rata unearned portion of any premium actually paid to *you*. In the event this policy is cancelled by *you*, the earned premium shall be computed in accordance with the charges indicated below, but in no event less than *our* customary minimum premiums below:

Covered period	Charges of premium
2 months (minimum)	40%
3 months	50%
4 months	60%
5 months	70%
6 months	75%

Covered period	Charges of premium
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.

#### 15. Addition or deletion of insured person

For named policy

Non-simplified administration is adopted: *You* should provide the *insured person's* personal details, including but not limited to the *insured person's* full name, date of birth, position/occupation, benefit sum insured, passport/ID no., as the beginning and end of the *period of insurance*. Any addition or deletion of the *insured person* or change the amount insured made after the issuance of this policy should be declared to *us*. All subsequent premium adjustment(s) shall be made immediately or at this *policy anniversary* date subject to *our* prior consent before policy inception on pro-rata daily basis.

#### 16. Grace period

A grace period of thirty-one (31) days from the premium due dated will be allowed for payment of each premium after the first payment, during which period this policy will remain in force.

#### 17. Reinstatement of policy

If default be made in the payment of the agreed premium for this policy, the subsequent acceptance of a premium by *us* or by any of its duly authorized representative shall reinstate this policy, but only to cover loss thereafter sustained.

#### 18. 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*.

#### 19. Compliance with the policy provisions

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

#### 20. Rights of Third Parties

Other than *you* or as expressly provided to the contrary, a person who is not a party to this policy has no right to enforce or to enjoy the benefit of any term of this policy. Any legislation in relation to third parties' rights in a contract shall not be applicable to this policy.

Notwithstanding any terms of this policy, the consent of any third party is not required for any variation (including any release or compromise of any liability under) or termination of this policy.

#### 21. Statement of Purpose for Collection of Personal Data

All personal data collected and held by *us* will be used in accordance with *our* privacy policy, as notified to *you* from time to time and available at this website: <https://www.zurich.com.hk/en/services/privacy>.

The policyholder and/or *insured person* shall, and shall procure all other *insured persons* covered under the policy to, authorize *us* to use and transfer data (within or outside *Hong Kong*), including sensitive personal data as defined in the Personal Data (Privacy) Ordinance (Cap.486), Laws of *Hong Kong*, for the obligatory purposes as set out in *our* privacy policy as applicable from time to time.

When information about a third party is provided by the *insured person* to *us*, the *insured person* warrants that proper consents from the relevant data subjects have been obtained before the personal data are provided to *us*, enabling *us* to assess, process, issue and administer this policy, including without limitation, conducting any due diligence, compliance and sanction checks on such data subjects.

**22. 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.