

# Zurich HealthTotal Critical Illness Insurance Plan

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*, and no variations shall be admitted except those acknowledged in writing by *us*. The enrolment form and declaration which *you* completed and provided to *us*, either verbal (if recorded by *us* or by *our* appointed authorized agent) or written are the basis of this contract.

We agree, in consideration of *your* payment of the premium and in reliance upon the statements, warranties or declarations and subject to the terms and conditions of this policy and the attached *schedule*, *we* will insure *the insured person* under the plan shown in the *schedule* during any *period of insurance*, to pay the benefits in accordance with the schedule of critical *illness* benefit to this *policy* to the *insured person* who sustain(s) *illness* within the scope of coverage provided hereinafter upon recommendation of a *medical practitioner*.

This policy is an annual critical *illness* insurance policy which will be renewed subject to subsequent premium payments and *our* acceptance. *You* are required to settle the annual premium for the concurrent policy year.

Should *you* change any information given on *your* enrolment form (regardless verbally or in written format), 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. Words embodying the masculine gender shall include the feminine gender, and words indicating the singular case shall include the plural and vice-versa.

# Accident/Accidental

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

# Activities of Daily Living

Activities of daily living shall include the following:

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

# Age

Age at last birthday.

# Cancer-Free Waiting Period

The cancer-free waiting period must be confirmed by the *insured person's* treating *specialist* of relevant western medicine for the whole duration as required herein the provision and supported by clinical, radiological, histological and laboratory evidence to confirm the cancer-free state. Cancer-free state shall mean there is no sign or symptom of any malignant growth or reoccurrence. The cancer-free waiting period shall start on the date the disease is considered to be in remission, that shall be after completion of curative treatment, including but not limited to surgery, chemotherapy, radiation therapy, immunotherapy, monoclonal antibody therapy or other conventional cancer treatments that have been used as prescribed by the *insured person's* treating *specialist*.

#### Civil War

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

#### **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".

#### 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.

#### Diagnosis/Diagnose/Diagnosed

The definitive diagnosis made in writing by the *insured person*'s treating *specialist* based upon such specific evidence, radiological, clinical, histological and/or laboratory evidence, as referred to in the definition of the particular *illnesses* concerned (as set out under PART 4-DEFINITION OF *ILLNESSES* of this policy) which are acceptable to *us*.

#### Disability/Disabilities

A sickness or injury. All injuries sustained in any one (1) accident shall be considered one (1) disability. All sickness existing 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.

#### Eligible Benefit/Eligible Benefits

It shall mean, according to the plan level selected as stated in PART 2 – TABLE OF BENEFITS:

- (i) for diagnosis leading to the first time of claim made for any major illnesses under Group A to Group E, the benefit entitlement for that claim shall be 100% of the sum insured per illness; any subsequent claim(s) made for any major illnesses under Group A to Group E shall be 30% of the sum insured per illness; and no benefit shall be payable for subsequent claim made for any illnesses under Group F or Group G; and
- (ii) for diagnosis leading to any claim made for Group F or Group G, the benefit entitlement for that claim shall be the sum insured per illness of such group.

# Hong Kong

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

# Hospital

An institution which

- is licensed in accordance with the applicable laws of the jurisdiction in which it is located;
- is primarily engaged in providing, for compensation from its patients, diagnostic, medical and surgical facilities for the care and treatment of injured or sick person;
- (iii) has staff of one (1) or more medical practitioner available at all times;
- (iv) has 24 hour-a-day nursing service by registered graduate nurses under the permanent supervision of the medical practitioner in charge;
- (v) maintains well-equipped inpatient facilities; and
- (vi) maintains a daily medical record for each of its patients.

Hospital does not include any institution which is primarily a clinic, a nature care clinic, a health hydro, a rest or convalescent facility, a place for custodial care, a facility for the elderly or alcoholics or drug addicts or for treatment of mental disorders, or a nursing home, or similar establishment.

#### Illness/Illnesses

The disease or incapacity or surgery as defined under PART 4-DEFINITION OF *ILLNESSES*, which the symptoms first occurred and is *diagnosed* after ninety (90) days immediately following the *policy effective date*, or the *upgrade effective date*, or last reinstatement date, whichever is later; except for any illness caused by an *accident*. An illness is considered *diagnosed* under this policy only if the *insured person* has been examined by one (1) or more *specialists* in respect of the illness, and a written report(s) prepared by each of the *insured person*'s treating *specialist* or under his/her supervision which satisfies each and every diagnostic requirement specified in the policy corresponding to that illness.

# **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 to the *insured person* caused solely by an *accident* and independently of all other causes.

#### Insured Person

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

# Medically Necessary

Necessary for having or the necessity to have a medical service which is: (i) consistent with the *diagnosis* and customary medical treatment for

- (i) consistent with the *diagnosis* and customary medical treatment for the condition;
- (ii) in accordance with standards of good and prudent medical practice;
   (iii) not furnished primarily for the convenience of registered medical practitioner or any other medical service providers; and
- (iv) 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.

#### 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 treatment or surgery received outside of 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.

# Period of Insurance

The period of time as stated in the *schedule* during which this policy is effective and *we* have accepted *your* premium as stated in the *schedule*. It shall begin at 0:00 and end at 24:00, *Hong Kong* time.

# Policy Anniversary

The same date in the subsequent calendar of the *policy effective date* as stated in the *schedule*.

# Policy Effective Date

The date of the policy effective date as stated in the *schedule* in consideration of the premium payment.

# **Pre-existing Condition**

Any *injury*, disease or condition and/or directly related conditions for which the *insured person* showed symptoms or has received medical consultation, *diagnosis*, treatment or advice by a *medical practitioner* or took prescribed drugs or medicine for a period of time during which the *insured person* was aware of or could reasonably be expected to be aware of prior to the *policy effective date* or the date of reinstatement or

*upgrade effective date*, whichever is later, unless such conditions have been fully disclosed on the application form and accepted by *us* in writing and the policy document does not expressly exclude treatment relating to such pre-existing condition.

#### **Relevant Documents**

Relevant documents include *schedule*, enrollment form, declaration, riders, endorsements, attachments and amendments (regardless verbally or in written format).

#### Schedule

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

#### Sickness

A physical condition marked by a pathological deviation from the normal healthy state or disease or illness of *you* contracted 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 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.

#### **Terrorism**

An act of terrorism includes any act, preparation or threat of action including the intention to influence any government de jure or de facto of any nation or any political division thereof and/or to intimidate the public or any section of the public of any nation, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s) de jure or de facto committed for political, religious, ideological, or similar purposes, and which

- (i) involves violence against one (1) or more persons;
- (ii) involves damage to property;
- (iii) endangers life other than that of the person committing the action;
- (iv) creates a risk to the health or safety of the public or a section of the public; or
- (v) is designed to interfere with or disrupt an electronic system.

# 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.

#### Wai

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 Ltd

#### You/Your/Yours

The name listed under the "The Insured" in the *schedule* who is the owner of this policy.

#### **PART 2 - TABLE OF BENEFITS**

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.

# 1. Plan Level

	Sum Insured per Illness (HKD)		
	Standard Plan	Enhanced Plan	Platinum Plan
Group A to Group E – Major Illnesses	100,000	300,000	500,000
Group F – Early Stage Illnesses	30,000	90,000	150,000
Group G – Juvenile Illnesses	30,000	90,000	150,000
Accidental Death Benefit	100,000	100,000	100,000

**Illnesses Covered**The *illnesses* shall include the following and subject to *eligible benefit* entitlement.

Major Illnesses (Grou	un A to Group E)
Group A	Cancer
1	Cancer
Group B	Illnesses Related to Major Organs and Functions
2	Chronic Relapsing Renal Failure
3	Chronic and Irreversible Renal Failure
4	End Stage Liver Disease
5 6	End Stage Lung Disease Fulminant Viral Hepatitis
7	Major Organ Transplant
8	Medullary Cystic Disease
Group C	Illnesses Related to Heart
9	Acute Myocardial Infarction
10	Coronary Artery By-pass Surgery
11 12	Dissecting Aortic Aneurysm Heart Valve Surgery
13	Infective Endocarditis
14	Primary Pulmonary Arterial Hypertension
15	Surgery to Aorta
Group D	Illnesses Related to Nervous System
16	Alzheimer's Disease (coverage is up to aged seventy (70))
17	Amyotrophic Lateral Sclerosis
18 19	Apallic Syndrome  Bacterial Meningitis
20	Benign Brain Tumo6ur
21	Coma
22	Creutzfeldt-Jacob Disease
23	Encephalitis
24	Major Head Trauma
25 26	Multiple Sclerosis  Muscular Dystrophy
27	Paralysis
28	Parkinson Disease (coverage is up to aged seventy (70))
29	Poliomyelitis
30	Primary Lateral Sclerosis
31	Progressive Bulbar Palsy
32 33	Severe Myasthenia Gravis
34	Spinal Muscular Atrophy Stroke
35	Tuberculosis Meningitis
Group E	Other Major Illnesses
36	Aplastic Anaemia
37	Blindness
38 39	Chronic Adrenal Insufficiency (Addison's Disease)
40	Deafness Ebola
41	Elephantiasis Elephantiasis
42	HIV due to Blood Transfusion
43	Loss of Independent Existence (coverage from aged eighteen(18) to aged seventy (70))
44	Loss of Limbs
45 46	Loss of Speech Major Burns
46	Necrotising Fasciitis
48	Occupational Acquired HIV
49	Severe Crohn's Disease
50	Severe Rheumatoid Arthritis
51	Severe Ulcerative Colitis
52	Systemic Lupus Erythematosus  Torminal Illness (coverage is up to acced coverty (70))
53 Group F	Terminal Illness (coverage is up to aged seventy (70))  Early Stage Illnesses (The insured person must attain aged 18 or above at the time of first diagnosis)
54	Carcinoma in situ of the Breast
55	Carcinoma in situ of the Cervix Uteri
56	Carcinoma in situ of the Uterus
57	Carcinoma in situ of the Ovaries
58	Carcinoma in situ of the Fallopian Tubes
59 60	Carcinoma in situ of the Vagina Carcinoma in situ of the Testes
61	Early Stage Cancer of the Prostate
62	Minimally invasive surgery for Coronary Artery Diseases including Angioplasty
Group G	Juvenile Illnesses (The insured person must be at age 17 or below at the time of first diagnosis)
63	Haemophilia A and Haemophilia B
64	Insulin Dependent Diabetes Mellitus (Type I DM)

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Major Illnesses (Group A to Group E)		
65	Kawasaki Disease with Heart Complications	
66	Osteogenesis Imperfecta (Type III)	
67	Rheumatic Fever with Valvular Impairment	
68	Still's Disease	

#### 3. Accidental death benefit

If during the *period of insurance*, an *insured person* sustains *injury* as a result of a covered *accident* and shall within three hundred and sixty five (365) consecutive days result in death which was solely and directly due to such *accident*, *we* shall pay to the *insured person* a fixed sum of HKD 100,000.

#### **PART 3 – BENEFITS PROVISION**

We will pay the *eligible benefit* if the *insured person* is first *diagnosed* during the *period of insurance* to be suffered from or undergoes a covered surgery of any one (1) of the *illnesses* as defined and subject to the terms and conditions of this policy. 100% of the *eligible benefit* will be paid after the *insured person* survives a period not less than fourteen (14) days following the *diagnosis* of such *illness*. While 50% of the *eligible benefit* will be paid should the *insured person* survives a period less than fourteen (14) days following the *diagnosis* of such *illness*. Subject to the terms and conditions as stated hereunder, a maximum of five (5) *eligible benefits* can be made under this policy before the Termination of Coverage as stated in clause 16 under PART 6 – GENERAL PROVISIONS of this policy.

#### 1. Multiple Pay Provisions

Each insured person can claim a maximum of three (3) major illnesses under Group A to Group E (not applicable to illness defined under item 43 - Loss of Independent Existence; and item 53 - Terminal Illness of Group E); and a maximum of two (2) Group F-Early Stage Illnesses or Group G-Juvenile Illnesses before the Termination of Coverage as stated in clause 16 under PART 6 - GENERAL PROVISIONS of this policy; and subject to all of the following conditions:

# (i) Multiple Pay Feature

- First eligible benefit paid under this policy must be for any of the illnesses from Group A to Group G;
- Second eligible benefit paid under this policy must be for any of the illnesses from Group A to Group G, notwithstanding this, no benefit shall be paid for illness from Group F or Group G should the first eligible benefit paid is from Group A to Group E; and
- c) Third to fifth *eligible benefit* paid under this policy must be for any *illnesses* from Group A to Group E.

# (ii) Multiple Pay Provisions for *illnesses* from Group A to Group E: Major *Illnesses*

- Multiple claims within same group shall be applicable to Group A only; and
- b) For Group B to Group E, each *insured person* can claim a maximum of one (1) *illness* from each group.

# (iii) Multiple Pay Provisions for illnesses from Group F: Early Stage Illnesses (For insured person aged 18 or above at the time of first diagnosis) and Group G: Juvenile Illnesses (For insured person at age 17 or below at the time of first diagnosis)

Maximum of two (2) *eligible benefits* will be paid for *illnesses* as defined under Group F or Group G; and subject to all of the following conditions:

- a) In respect of each of the same illness as defined under Group F or Group G, no benefit shall be paid for more than once before the Termination of Coverage as stated in clause 16 under PART 6 – GENERAL PROVISIONS of this policy: and
- b) After the eligible benefit paid for an illness in Group F, the insured person can make another eligible benefit claim from Group A or Group C for the illness arising from the same organ (irrespective of whether it is on the same side or opposite for symmetric body parts) of the preceding paid Early Stage Illness, whose eligible benefit payable of the illness as defined under Group A or Group C minus any eligible benefit paid for the preceding Early Stage Illness. Under such circumstance, two (2) eligible benefit claims shall be counted.

# (iv) Waiting Period

#### 5-year cancer-free waiting period (Group A -> Group A or Group B)

After the *eligible benefit* paid for *illness* in Group A, a 5-year cancer-free waiting period is required for any

subsequent claim for *illness* from Group A or Group B. The 5-year *cancer-free waiting period* must be confirmed by the *insured person*'s treating *specialist* for the whole duration of the last consecutive sixty (60) months.

The cancer in the subsequent cancer claim can be a reoccurrence of the cancer in the prior cancer claim or a different cancer.

## b) 1-year cancer-free waiting period (Group A -> Group C to Group E)

After *eligible benefit* paid for *illness* in Group A, a 1-year *cancer-free waiting period* is required for any subsequent claim for *illness* from Group C to Group E. The 1-year *cancer-free waiting period* must be confirmed by the *insured person*'s treating *specialist* for the whole duration of the last consecutive twelve (12) months.

# c) 1-year waiting period

The following conditions shall be subject to a 1-year waiting period. The 1-year waiting period shall mean the date of first *diagnosis* of the subsequent *illness* should be at least twelve (12) months after the date of *diagnosis* of the *illness* of the immediately preceding claim that has been paid.

#### (Group B to Group E -> Group A to Group E)

After eligible benefit paid for illness in Group B to Group E (not applicable to illness defined under item 43 - Loss of Independent Existence and item 53 - Terminal Illness of Group E), a 1-year waiting period is required for any subsequent claim for other groups of illness from Group A to Group E.

# (Group F -> Group A to Group G)

After *eligible benefit* paid for *illness* in Group F, a 1-year waiting period is required for any subsequent claim for other groups of *illness* from Group A to Group G. (except *eligible benefit* paid in the preceding claim under Group F which leads to subsequent *eligible benefit* claim under Group A or Group C for the same organ)

# (Group G -> Group A to Group G)

After *eligible benefit* paid for *illness* in Group G, a 1-year waiting period is required for any subsequent claim for other groups of *illness* from Group A to Group G.

(v) If more than one (1) illness under Group A to Group G is first diagnosed on the same date, the eligible benefit will be paid for one of the illnesses which has the highest benefit under this policy. We have sole discretion to determine the group of the illness of the benefit paid if they are from different groups.

# 2. Additional sum insured for level premium payment schedule (Applicable to Group A to Group E only)

You may select level premium payment schedule upon policy inception date (where the insured person must be aged 35 or below) or upon policy anniversary when the insured person attaining the age of 20 or 25 or 30 or 35 years old, that insured person can then entitle 100% additional sum insured for each eligible benefit under Group A to Group E for a continuous period of ten (10) years starting from the aforementioned policy inception date or policy anniversary date and subject to the following conditions:

- This 100% additional sum insured shall not be applicable for insured person who has made a claim or received consultation, investigation or treatment directly or indirectly leading to future claim under this policy;
- (ii) This 100% additional sum insured shall not be applicable for insured person who entitle discounted premium charge as stated under clause 10(iii) of PART 6 – GENERAL PROVISION of this policy;
- (iii) The *insured person* shall be entitled to level premium payment schedule with additional sum insured one (1) time before the

- Termination of Coverage as stated in clause 16 under PART 6 GENERAL PROVISIONS of this policy; and
- (iv) This additional sum insured shall be ceased automatically on the policy anniversary date immediately following the continuous period of ten (10) years from the date of adopting level premium payment schedule.

The sum of benefits payable under any and all critical illness insurance plan with *us* (including but not limited to the benefits payable under this policy) with respect to all critical *illnesses* shall be subject to a maximum of HKD 1,900,000.

#### **PART 4 – DEFINITION OF ILLNESSES**

Any diagnosis of an illness for the purpose of claiming the benefit must fulfill the meaning together with the terms and conditions stated under the heading of that illness.

#### Group A to Group E - Major Illnesses

#### Group A - Cancer

#### 1. Cancer

Cancer shall mean a malignant tumour characterized by progressive, uncontrolled growth, spread of malignant cells with invasion and destruction of normal and surrounding tissue. Major interventionist treatment or major surgery must be considered necessary or palliative care must have been initiated. The cancer must be positively *diagnosed* with histopathological confirmation. Cancer includes Leukaemia, but the following are excluded:

- (i) All cancers which are histologically classified as any of the following:
  - a) pre-malignant, for example essential thrombocythaemia and polycythaemia rubra vera;
  - b) non-invasive;
  - c) having either borderline malignancy; or
  - d) having low malignant potential.
- (ii) Tumours showing the malignant changes of carcinoma in situ (including cervical dysplasia, cervix intra-epithelial neoplasia CIN-1, CIN-2 & CIN-3) or which are histologically described as pre-malignant conditions or non-invasive cancers;
- (iii) Tumours of the ovary classified as T1aN0M0, T1bN0M0 or FIGO 1A, FIGO 1B;
- (iv) Duke's A colo-rectal cancer;
- (v) Prostate cancers which are histologically described as TNM Classification T1 (including T1a,T1b or T1c) or another equivalent or lesser classification;
- (vi) Chronic lymphocytic leukaemia less than RAI Stage 3;
- (vii) Papillary micro-carcinoma of the thyroid;
- (viii) Non-invasive papillary cancer of the bladder histologically described as TaNOMO or of a lesser classification;
- (ix) All skin cancers, unless there is evidence of metastases or the tumour is a malignant melanoma of greater than 1.5 mm in thickness as determined by a histological examination using the Breslow method; and
- (x) All tumours in the presence of Human Immunodeficiency Virus (HIV) infection.

# Group B - Illnesses Related to Major Organs and Functions

# 2. Chronic Relapsing Pancreatitis

More than three (3) medically documented attacks of pancreatitis resulting in pancreatic dysfunction causing malabsorption needing enzyme replacement therapy. The *diagnosis* must be made by a gastroenterologist and confirmed by Endoscopic Retrograde Cholangio Pancreatography (ERCP).

Chronic Relapsing Pancreatitis caused by alcohol abuse is excluded.

#### 3. Chronic and Irreversible Renal Failure

A definite *diagnosis* of chronic and irreversible failure of both kidneys to function, as a result of which regular haemodialysis, peritoneal dialysis or renal transplantation is initiated. The *diagnosis* must be confirmed by a *specialist*.

# 4. End Stage Liver Disease

End stage liver disease or cirrhosis means chronic end-stage liver failure that causes all of the following:

- (i) Ascites;
- (ii) Renal impairment;
- (iii) Oesophageal or gastric varices or variceal haemorrhage; and
- (iv) Hepatic encephalopathy.

Liver disease caused directly or indirectly, wholly or partly by 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:

- A consistent forced expiratory volume (FEV1) test value of less than one (1) liter (during the first second of a forced exhalation);
- (ii) Requiring permanent supplementary oxygen therapy for hypoxemia for at least eight (8) hours per day;
- (iii) Arterial blood gas analyses repeatedly showing partial oxygen pressures of 50mmHg or less (PaO2 < 50mmHg); and
- (iv) Dyspnea at rest.

The diagnosis must be confirmed by a pulmonary specialist.

#### 6. Fulminant Viral Hepatitis

A sub-massive to 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:

- (i) Rapid decrease in liver size;
- (ii) Rapid deterioration of liver function tests;
- (iii) Deepening jaundice; and
- (iv) Necrosis of entire liver lobules, leaving only a collapsed reticular framework.

Evidence of the following must be produced:

- (i) Liver function test to show massive parenchymal liver disease;
- (ii) Objective signs of portasystemic encephalopathy. Liver failure caused directly or indirectly, wholly or partly, by attempted suicide, poisoning or drug or alcohol abuse is excluded.

# 7. Major Organ Transplant

A definite *diagnosis* of the irreversible failure of the heart, both lungs, liver, both kidneys or bone marrow. The *insured person* as a recipient must actually undergo a transplant of one or more of the below organs:

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

In respect of this definition, liver means at least one lobe of the liver, lung means at least two lobes of a lung, haemopoietic stem cells include bone marrow stem cells, peripheral blood stem cells and umbilical blood stem cells.

The transplant must be *medically necessary* and based on objective confirmation of organ failure made by a *specialist*. Other than the above, the transplantation of any other organs, part of an organ, tissues or cells, stem cell transplants and islet cell transplants are excluded

# 8. Medullary Cystic Disease

A hereditary kidney disorder characterized by gradual and progressive loss of kidney function because of cysts in the kidney medulla, tubular atrophy and interstitial fibrosis with the clinical manifestations of anaemia, polyuria and renal loss of sodium, progressing to chronic renal failure. *Diagnosis* must be supported by imaging evidence of multiple medullary cysts with cortical atrophy or renal biopsy.

#### Group C - Illnesses Related to Heart

# 9. Acute Myocardial Infarction

A definite first occurrence *diagnosis* of the death of heart muscle, due to inadequate blood supply, that has resulted in all of the following evidence of acute myocardial infarction:

- Typical clinical symptoms of myocardial infarction (for example, characteristic chest pain);
- (ii) New characteristic electrocardiographic changes indicating myocardial infaction; and
- (iii) The characteristic rise of cardiac enzymes or Troponins recorded at the following levels or higher:
  - a) Troponin T > 1.0 ng/ml
  - b) AccuTnl > 0.5 ng/ml or equivalent threshold with other Troponin I methods.

The evidence must show a definite acute myocardial infarction. Other acute coronary syndromes including but not limited to angina are excluded. The *diagnosis* must be confirmed by a *specialist* in cardiology.

#### 10. Coronary Artery By-pass Surgery

The actual undergoing of sternotomy and surgery to correct the narrowing or blockage of one 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 *specialist* in cardiology.

Angioplasty and all other intra arterial, catheter based techniques or laser procedures are excluded from this definition.

#### 11. Dissecting Aortic Aneurysm

A condition where the inner lining of the aorta (intima layer) is interrupted so that blood enters the wall of the aorta and separate its layers. For the purpose of this definition, aorta shall mean the thoracic and abdominal aorta but not its branches. The *diagnosis* must be confirmed by a *specialist* with Computed Tomography (CT) scan, Magnetic Resonance Imaging (MRI), Magnetic Resonance Angiograph (MRA) or angiogram. Emergency surgical repair is required.

# 12. Heart Valve Surgery

The first occurrence of open-heart surgery via thoracotomy, 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 considered *medically necessary* with recommendation by a *specialist* in cardiology and supported by appropriate investigations. Catheter based techniques including but not limited to balloon valvotomy or valvuloplasty are excluded from this definition.

#### 13. Infective Endocarditis

Inflammation of the inner lining of the heart caused by infectious organisms. All of the following criteria must be met:

- Positive result of the blood culture proving presence of the infectious organism;
- (ii) Presence of at least moderate valve incompetence (means regurgitant fraction of 20% or above) or moderate valve stenosis (means valve area of 30% or less of normal value) attributable to infective endocarditis; and
- (iii) The diagnosis of infective endocarditis and the severity of valvular impairment must be confirmed by a specialist in cardiology.

#### 14. Primary Pulmonary Arterial Hypertension

Primary Pulmonary Arterial Hypertension is the pathological increase of pulmonary artery pressure due to structural, functional or circulatory disturbances of the lung leading to right heart strain and failure. The disease must result in permanent and irreversible physical impairment to the degree of at least Class 4\* of the New York Heart Association Classification of cardiac impairment. The *diagnosis* must be confirmed by a *specialist* and needs to be supported by data provided at cardiac catheterization. The *diagnosis* must be made by a *specialist* supported by data provided at cardiac catheterization and all of the following must be demonstrated:

- (i) Mean pulmonary artery pressure > 40mmHG;
- (ii) Pulmonary vascular resistance > 3(mmHG/L)/min; and
- (iii) Normal pulmonary wedge pressure < 15mmHg.

Pulmonary hypertension associated with lung disease, chronic hypoventilation, pulmonary thromboembolic disease, diseases of the left side of the heart and congenital heart disease specifically excluded.

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

# 15. Surgery to Aorta

The actual undergoing of surgery via thoracotomy or laparotomy to repair or correct an aortic aneurysm, an obstruction of the aorta, a coarctation of the aorta or a traumatic rupture of the aorta. For the purpose of this definition aorta shall mean the thoracic and abdominal aorta but not its branches. The surgery must be considered *medically necessary* by a *specialist*.

Surgery to treat peripheral vascular disease of the aortic branches is excluded even if a portion of aorta is removed during the operative procedure. Surgery performed using only minimally invasive or intraarterial techniques are excluded.

# Group D - Illnesses Related to Nervous System

# 16. Alzheimer's Disease

The *insured person* must be *age*d seventy (70) or below at the time of first *diagnosis* to claim for the *eligible benefit*.

Alzheimer's Disease is a progressive degenerative disease of the brain characterised by diffuse atrophy throughout the cerebral cortex with distinctive histopathologic changes.

The *diagnosis* must be confirmed in writing by a registered *specialist* in neurology, and all of the following conditions must be fulfilled:

(i) Permanent irreversible failure of brain function;

- Standardised tests must prove a significant cognitive impairment due to Alzheimer's Disease;
- (iii) Diffuse atrophy throughout the cerebral cortex confirmed by Magnetic Resonance Imaging (MRI) or Computerised Tomography (CT), and other pathology like brain tumor or blood clot has been ruled out; and
- (iv) The severity of the disease shall be such that there will be at least three (3) of the activities of daily living which the insured person will, for a continuous period of at least one hundred and eighty (180) days, have been unable to perform without the assistance of another person.

No benefit will be payable under this condition for all other dementing organic brain disorders and psychiatric illnesses. Dementia relating to alcohol, drug abuse or AIDS are excluded.

# 17. Amyotrophic Lateral Sclerosis

Characterised by muscular weakness and atrophy, evidence of anterior horn cell dysfunction, visible muscle fasciculations, spasticity, hyperactive deep tendon reflexes and exterior plantar reflexes, evidence of corticospinal tract involvement, dysarthric and dysphagia. The *diagnosis* must be confirmed by a *specialist* in neurology and confirmed by appropriate neuromuscular testing such as Electromyogram (EMG). The condition must result in significant physical impairment as evidenced by the *insured person's* permanent inability to perform at least three (3) of the *activities of daily living*.

# 18. Apallic Syndrome

Universal necrosis of the brain cortex with the brainstem remaining intact. The *diagnosis* should be in permanent nature and must be confirmed by a *specialist* in neurology and this condition must be documented for at least thirty (30) days.

# 19. Bacterial Meningitis

Bacterial Meningitis is an inflammation of the membranes covering the brain or spinal cord caused by bacteria. The *diagnosis* must be proven by positive spinal fluid cultures. Permanent neurological deficit lasting for a minimum period of thirty (30) days has to be confirmed by a *specialist* in neurology.

#### 20. Benign Brain Tumour

A benign tumour in the brain where all of the following conditions are met:

- (i) It is life threatening;
- (ii) It has caused damage to the brain;
- (iii) It has undergone surgical removal by crainiotomy or, if inoperable, has resulted in the permanent inability to perform, without assistance, at least three (3) of the activities of daily living for a continuous period of at least one hundred and eighty (180) days. This has to be confirmed by a specialist in neurology; and
- (iv) Its presence must be confirmed by a specialist in neurology or neurosurgeon and supported by findings on Magnetic Resonance Imaging MRI, Computerised Tomography (CT), or other reliable imaging techniques.

The following are excluded:

- (i) Cysts;
- (ii) Granulomas;
- (iii) Vascular Malformations;
- (iv) Haematomas;
- (v) Tumours of the pituitary gland or spinal cord; and
- (vi) Meningioma

# 21. Coma

A state of unconsciousness with no reaction to external stimuli or internal needs and all of the following conditions must be fulfilled:

- (i) Rated 3 points on the Glasgow Coma Scale;
- ii) Requires the use of life support systems for a continuous period of at least ninety six (96) hours; and
- (iii) Results in permanent neurological deficit with persisting clinical symptoms lasting for at least a continuous period of thirty (30) days.

The *diagnosis* must be confirmed by a *specialist*. Coma caused by alcohol or drug abuse are excluded.

# 22. Creutzfeldt-Jacob Disease

Creutzfeld-Jacob Disease is a rare, usually fatal spongiform encephalopathy accompanied by signs and symptoms of cerebellar dysfunction, severe progressive dementia, uncontrolled muscle spasm, tremor and athetosis. *Diagnosis* must be made by a *specialist* in neurology and based on conclusive Electroencephalography (EEG)

and Cerebrospinal Fluid (CSF) findings as well as Computerised Tomography (CT) scan and Magnetic Resonance Imaging (MRI).

23. Encephalitis

Severe inflammation of the brain (cerebral hemisphere, brainstem or cerebellum). The disease must result in significant complications lasting a continuous period of at least one hundred and eighty (180) days, which include permanent neurological deficit. The resultant significant Permanent Neurological Deficit must be confirmed in writing by a specialist in neurology. Encephalitis caused by Human Immunodeficiency Virus (HIV) infection is excluded.

#### 24. Major Head Trauma

Accidental head injury resulting in significant and permanent neurological deficit which has lasted for a minimum period of ninety (90) days from the date of the trauma or injury. The condition must cause permanent and irreversible inability of the *insured person* to perform at least three (3) of the activities of daily living without the assistance of another person.

This diagnosis must be confirmed by a specialist in neurology and supported by unequivocal findings on Magnetic Resonance Imaging (MRI), Computerised Tomography (CT), or other reliable imaging techniques.

# 25. Multiple Sclerosis

A disease due to demyelination of neurological brain tissue. A specialist in neurology must make a diagnosis of clinically definite Multiple Sclerosis. The diagnosis must be supported by all of the following:

- Investigations which unequivocally confirm the diagnosis to be Multiple Sclerosis;
- Multiple neurological deficits involving any combination of deficit in the optic nerves, brain stem, spinal cord, coordination or sensory function, which occurred over a continuous period of at least one hundred and eighty (180) days; and
- Well documented history of exacerbations and remissions of said symptoms or neurological deficits.

Other causes of neurological damage such as Systemic Lupus Erythematosus (SLE) and Human Immunodeficiency Virus (HIV) are excluded.

# 26. Muscular Dystrophy

Muscular Dystrophies are a group of genetic degenerative myopathies characterized by weakness and atrophy of muscle without involvement of the nervous system. The diagnosis must be made by a specialist in neurology and supported by all of the following:

- Neurological deficit resulting in the permanent and irreversible inability of the *insured person* to move indoors from room to room on level surfaces (whether aided or unaided).
- Clinical presentation including absence of sensory disturbance, normal cerebro-spinal fluid and mild tendon reflex reduction;
- Confirmed by appropriate neuromuscular testing such as Electromyogram (EMG); and
- Confirmed by muscle biopsy. (iv)

# 27. Paralysis

Paralysis means the total and irreversible loss of function of two (2) or more limbs as a result of injury to, or disease of the spinal cord or brain. Limb is defined as the complete arm (including both upper arm and forearm) or the complete leg (including both upper leg and lower leg). Such functional loss is considered to be permanent by a specialist in neurology and has been present for at least one hundred and eighty (180) consecutive days

Paralysis due to self-infliction, partial paralysis, temporary post-viral paralysis, or paralysis due to psychological causes are excluded.

# 28. Parkinson Disease

The insured person must be aged seventy (70) or below at the time of first diagnosis to claim for the eligible benefit.

A slowly progressive degenerative disease of the central nervous system with degeneration of neurones in a region of the brain that causes a reduction of dopamine levels in parts of the brain. The disease must be unequivocally diagnosed by a specialist in neurology and all the following conditions must be fulfilled:

- The disease cannot be controlled with medication;
- The disease shows definite signs of progressive and permanent neurological impairment; and
- At least three (3) of the activities of daily living which the insured person will, for a continuous period of at least one hundred and eighty (180) days, have been unable to perform

without the assistance of another person. All other types of Parkinsonism are excluded.

# 29. Poliomyelitis

Unequivocal diagnosis by a specialist in neurology 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 a continuous period of at least ninety (90) days. Cases not involving paralysis will not be eligible for this. Other causes of paralysis are specifically excluded.

# 30. Primary Lateral Sclerosis

A progressive degenerative disorder of the motor neurons of the cerebral cortex resulting in widespread weakness on an upper motor neuron basis. Clinically it is characterised by progressive spastic weakness of the limbs, preceded or followed by spastic dysarthria and dysphagia, indicating combined involvement of the corticospinal and corticobulbar tracts. The diagnosis must be confirmed by a specialist in neurology and supported by appropriate neuromuscular testing such as Electromyogram (EMG).

# 31. Progressive Bulbar Palsy

Characterized by progressive degeneration of the muscle innervated by cranial nerve and corticobulbar tracts leading to paralysis in the head region with difficulties in chewing and swallowing, problems in speaking, persistent signs of involvement of the spinal nerves and the motor centres in the brain and spastic weakness and atrophy of the muscles of the extremities. The disease must be unequivocally diagnosed by specialist in neurology as progressive and resulting in permanent neurological deficit, supported by appropriate neuromuscular testing such as Electromyogram (EMG). The condition must result in the permanent inability to perform, without assistance, at least three (3) of the activities of daily living. These conditions have to be medically documented for a continuous period of at least ninety (90) days.

#### 32. Severe Myasthenia Gravis

An acquired autoimmune disorder of neuromuscular transmission leading to fluctuating muscle weakness and fatiguability. All of the following criteria must be met:

- Presence of muscle weakness categorized as Class IV or V according to the Myasthenia Gravis Foundation of America Clinical Classification below; and
- The diagnosis of Myasthenia Gravis and categorization must be confirmed by a specialist in neurology.

Myasthenia Gravis Foundation of America Clinical Classification:

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

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

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

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

Class V: Intubation needed to maintain airway

# 33. Spinal Muscular Atrophy

Degenerative diseases of the anterior horn cells in the spinal cord and motor nuclei of the brainstem, characterized by profound proximal muscular weakness and wasting, primarily in the legs, followed by distal muscle involvement. The diagnosis must be confirmed by a specialist in neurology and confirmed by appropriate neuromuscular testing such as Electromyogram (EMG).

# 34. Stroke

A cerebrovascular incident resulting in irreversible death of brain cells due to infarction of brain tissue, haemorrhage or embolisation from an extra-cranial source. This diagnosis must be supported by all of the following conditions:

- Evidence of permanent neurological damage confirmed by a specialist in neurology at least ninety (90) days after the event;
- Findings on Magnetic Resonance Imaging (MRI), Computerised (ii) Tomography (CT), or other reliable imaging techniques consistent with the diagnosis of a new stroke.

The following are excluded:

- Transient Ischaemic Attacks;
- Brain damage due to an accident or injury, infection, vasculitis, and inflammatory disease;
- Vascular disease affecting the eye including infarction of the optic nerve or retina;
- Ischaemic disorders of the vestibular system;

- (v) Asymptomatic silent stroke found on imaging; or
- (vi) Lacunar infarction.

# 35. Tuberculosis Meningitis

Meningitis caused by tubercle bacilli, resulting in permanent neurological deficit. Such *diagnosis* must be confirmed by a *specialist* in neurology.

#### Group E - Other Major Illnesses

#### 36. Aplastic Anaemia

Irreversible bone marrow failure resulting in anaemia, neutropenia and thrombocytopenia. The *diagnosis* must be confirmed by a *specialist* in hematology and based on a bone marrow biopsy. Two (2) out of the following three (3) values should be presented in blood test:

- Absolute neutrophil count of five hundred (500) per cubic millimeter or less;
- Absolute reticulocyte count of twenty thousand (20,000) per cubic millimeter or less; and
- (iii) Platelet count of twenty thousand (20,000) per cubic millimeter or less.

#### 37. Blindness

Total and irreversible loss of sight in both eyes as a result of disease or *accident*. The *diagnosis* must be confirmed by a *specialist* in ophthalmology.

No benefit will be payable if in general medical opinion a device or implant could result in the partial or total restoration of sight.

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

An autoimmune disorder causing a gradual destruction of the adrenal gland resulting in the need for lifelong glucocorticoid and mineral corticoid replacement therapy. *Diagnosis* must be confirmed by a *specialist* in endocrinology supported by all of the following:

- (i) ACTH simulation tests;
- (ii) Insulin-induced hypoglglycemia test;
- (iii) plasma ACTH level measurement; and
- (iv) plasma rennin activity (PRA) level measurement.

Only autoimmune cause of primary adrenal insufficiency is included. All other caused of adrenal insufficiency are excluded.

#### 39. Deafness

Total, irreversible loss of hearing in both ears for all sounds as a result of disease or *accident*. Medical evidence to be supplied by a *specialist* in Ear, Nose and Throat (ENT) and to include audiometric and sound-threshold test.

No benefit will be payable if in general medical opinion a hearing aid, device, or implant could result in the partial or total restoration of hearing.

# 40. Ebola

*Diagnosis* of a viral haemorrhagic fever caused by the Ebola virus with symptoms of uncontrollable haemorrhagic manifestations and vascular collapse, provided that at the time of *diagnosis* there exists no effective cure. This *diagnosis* must be made by a *specialist* and confirmed by isolation of the virus from blood or antibody testing.

# 41. Elephantiasis

End stage lymphatic filariasis, characterized by massive enlargement and disfiguration of the infected tissues of the body (legs, genitals or breasts) as a result of obstructed circulation in lymphatic system by filariae parasites.

Unequivocal *diagnosis* of elephantiasis with permanent lymphatic obstruction must be clinically confirmed by an appropriate *specialist*, including laboratory confirmation showing circulating filariae antigen or microfilariae in a blood smear (Wuchereria bancrofti or Brugia malayi).

Other forms of lymphoedema or acute lymphangitis are specifically excluded.

# 42. HIV due to Blood Transfusion

The *insured person* being infected by Human Immunodeficiency Virus (HIV) provided that:

- The infection is due to a blood transfusion, transfusion with blood products or an organ transplant to the *insured person* received after policy inception date;
- The institution which provided the transfusion admits liability or there is a final court verdict that cannot be appealed indicating such liability; and
- (iii) The infected insured person is not a haemophiliac.

This Benefit will not apply in the event that any medical cure is found for AIDS or the effects of the HIV virus or a medical treatment

is developed that results in the prevention of the occurrence of AIDS.

Infection in any other manner, including but not limited to infection as a result of sexual activity or intravenous drug use is excluded. We must have open access to all blood samples and be able to perform independent testing of such blood samples.

#### 43. Loss of Independent Existence

The *insured person* must be *age*d eighteen (18) or above and up to seventy (70) years old at the time of first *diagnosis* to claim for the *eligible benefit*.

Confirmation by a *specialist* of the loss of independent existence, resulting in a permanent inability to perform any three (3) of the *activities of daily living*. (either with or without the use of mechanical equipment, special devices or other aids or adaptations in use for disabled persons) for a continuous period of at least six (6) months.

Loss of Independent Existence caused by psychological or psychiatric related causes are excluded. No benefit shall be paid for the *diagnosis* of loss of independent existence should a claim for any one (1) of the major *illnesses* from Group A to Group E been paid to such *insured person* in this policy.

#### 44. Loss of Limbs

Complete severance of two (2) or more limbs at or above the wrist or ankle through disease or *accident*. The *diagnosis* of loss of limbs must be confirmed by a *specialist*.

#### 45. Loss of Speech

Total and irrecoverable loss of the ability to speak which must be established for a continuous period of three hundred and sixty five (365) days. Medical evidence is to be supplied by an Ear, Nose and Throat (ENT) *specialist* for the *diagnosis* and to confirm *injury* or disease to the vocal cords.

The condition must not be able to be corrected by medical procedure. No benefit will be payable if in general medical opinion any aid, device, treatment or implant could result in the partial or total restoration of speech. Loss of speech caused by psychological or psychiatric related causes are excluded.

# 46. Major Burns

Third degree burns covering at least twenty percent (20%) of the total body surface of the *insured person* as measured by The Rule of Nines or the Lund and Browder Body Surface Chart and the *diagnosis* of severe burns must be confirmed by a *specialist*.

# 47. Necrotising Fasciitis

A definite *diagnosis* of necrotising fasciitis confirmed by a *specialist*. All of the following criteria must be fulfilled for a valid claim:

- (i) The usual clinical criteria of necrotizing fasciitis are met;
- (ii) The bacteria identified is a known cause of necrotizing fasciitis; and
- (iii) There is widespread destruction of muscle and other soft tissues that results in a total and permanent loss of function of the affected body part.

# 48. Occupational acquired HIV

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

- An injury occurring during the course of the insured person's normal occupation; or
- (ii) Occupational handling of blood or other body fluids.
- All of the following conditions must be fulfilled for a valid claim:

  (i) The infection must have incurred while the insured person.
- The infection must have incurred while the insured person worked in his/her profession and the profession must be on the list below;
- (ii) The accident must involved a definite source of the HIV infected fluids;
- (iii) The accident giving rise to the HIV Infection must be reported to us within thirty (30) days of the accident; and
- (iv) The insured person must provide proof of sero-conversion from HIV negative to HIV positive occurring within the one hundred and eighty (180) days after the reported incident. This proof must include a negative HIV antibody test within five (5) days of the accident.

The list is restricted to the following professions:

- (i) Doctors and dentists;
- (ii) Nurses;
- (iii) Laboratory personnel;
- (iv) Ancillary hospital workers;
- (v) Medical and dental assistants;

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- (vi) Ambulance personnel;
- (vii) Midwives:
- (viii) Fire brigade;
- (ix) Policemen/-women; or
- (x) Prison officers.

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 but not limited to infection as a result of sexual activity or intravenous drug use is excluded. We must have open access to all blood samples and be able to perform independent testing of such blood samples.

#### 49. Severe Crohn's Disease

A chronic transmural inflammatory disorder of the bowel. All of the following criteria must be fulfilled for a valid claim:

- (i) The disease must have resulted in at least one (1) of the following intestinal complications:
  - a) Fistula formation (excluding fistula-in-ano)
  - b) Obstruction of the bowel
  - c) Perforation of the bowel (not caused by an intervention)
- With persisting symptoms requiring ongoing use of medications for at least three hundred and sixty five (365) days to control the condition;
- (iii) The actual undergoing of total or partial surgical intestinal resection; and
- (iv) The diagnosis must be based on histopathological features and confirmed by a specialist in gastroenterology and be proven histologically on a pathology report and/or the results of sigmoidoscopy or colonoscopy.

No benefit shall be paid for the *diagnosis* of cancer relating to intestine should *eligible benefit* for *illness* of Severe Crohn's Disease been paid to such *insured person* in this policy.

#### 50. Severe Rheumatoid Arthritis

Widespread joint destruction as a result of severe rheumatoid arthritis with major clinical deformity of three or more of the following joint areas:

- (i) Hands
- (ii) Wrists
- (iii) Elbows
- (iv) Cervical spine
- (v) Hips
- (vi) Knees
- (vii) Ankles

The *diagnosis* must be confirmed by a *specialist* and supported by all of the following:

- The diagnostic criteria of The American College of Rheumatology;
- (ii) Permanent inability to perform at least two (2) of the *activities* of daily living which the insured person will have been unable to perform without the assistance of another person; and
- (iii) All of the above conditions have been present for a continuous of at least one hundred and eighty (180) days.

# 51. Severe Ulcerative Colitis

Acute fulminant ulcerative colitis with life threatening electrolyte disturbances.

All of the following criteria must be met:

- (i) The entire colon is affected with severe bloody diarrhoea;
- (ii) The actual undergoing of total colectomy and ileostomy; and
- (iii) The diagnosis must be based on histopathological features and confirmed by a specialist in gastroenterology and be proven histologically on a pathology report and/or the results of sigmoidoscopy or colonoscopy.

No benefit shall be paid for the *diagnosis* of cancer relating to intestine should *eligible benefit* for *illness* of Severe Ulcerative Colitis been paid to such *insured person* in this policy.

# 52. Systemic Lupus Erythematosus with Lupus Nephritis

Systemic Lupus Erythematosus with Lupus Nephritis means an autoimmune disease in which tissues and cells are damaged by deposition of pathogenic autoantibodies and immune complexes. The *diagnosis* of Systemic Lupus Erythematosus with Lupus Nephritis must be confirmed by a *specialist* and based on all of the following criteria:

 Clinically there must be at least four (4) out of the following presentations suggested by The American College of Rheumatology:

- a) Malar rash
- b) Discoid rash
- c) Photosensitivity
- d) Oral ulcers
- e) Arthritis
- f) Serositisg) Renal disorder
- h) Leukopenia (<4,000/mL); or Lymphopenia (<1,500/mL); or Haemolytic anaemia, or
  - Thrombocytopenia (<100,000/mL)
- i) Neurological disorder
- (ii) Two (2) or more of the following tests being positive:
  - a) Anti-nuclear Antibodies
  - b) L.E. cells
  - c) Anti-DNA
  - d) Anti-Sm (Smith IgG Autoantibodies)
- (iii) There is lupus nephritis causing impaired renal function with a creatinine clearance rate of thirty (30)ml per minute or less.

#### 53. Terminal Illness

The *insured person* must be *age*d seventy (70) or below at the time of first *diagnosis* to claim for the *eligible benefit*.

The conclusive *diagnosis* of an illness other than the *illnesses* as defined in PART 4 – Definition of *Illnesses* that is expected to result in the death of the *insured person* within three hundred and sixty five (365) days. The *insured person* must no longer be receiving active treatment other than that for pain relief or other conservative palliative measures and the *diagnosis* must be supported by a specialist and confirmed by *our* appointed *medical practitioner*.

Terminal Illness in the presence of Human Immunodeficiency Virus (HIV) infection is excluded.

No benefit shall be paid for the *diagnosis* of terminal illness should *eligible benefit* for any one (1) of the major *illnesses* from Group A to Group E been paid to such *insured person* in this policy.

# **Group F – Early Stage** *Illnesses*

In order to claim for *eligible benefit* for *illnesses* defined under Group F – Early Stage Illnesses, the *insured person* must attain *age* 18 or above at the time of first *diagnosis*.

#### 54. Carcinoma in situ of the Breast

A focal autonomous new growth of carcinomatous cells which has not yet resulted in the invasion of normal tissue. Invasion means an infiltration and/or active destruction of normal tissue beyond the basement membrane. *Diagnosis* of carcinoma in situ of the breast must be supported by a histopathological report. Clinical diagnosis does not meet this standard.

#### 55. Carcinoma in situ of the Cervix Uteri

A focal autonomous new growth of carcinomatous cells which has not yet resulted in the invasion of normal tissue. Invasion means an infiltration and/or active destruction of normal tissue beyond the basement membrane. Carcinoma in situ of the cervix uteri must always be positively *diagnos*ed upon the basis of a microscopic examination of fixed tissue from a cone biopsy or colposcopy with cervical biopsy. Clinical diagnosis does not meet this standard. Cervical Intraepithelial Neoplasia (CIN) classification including CIN-1, CIN-2 and CIN-3 (severe dysplasia without CIS) are specifically excluded.

# 56. Carcinoma in situ of the Uterus

A focal autonomous new growth of carcinomatous cells which has not yet resulted in the invasion of normal tissue. Invasion means an infiltration and/or active destruction of normal tissue beyond the basement membrane. *Diagnosis* of carcinoma in situ of the uterus must always be supported by a histopathological report. Clinical diagnosis does not meet this standard. This tumour should be classified as T1aNOMO, T1bNOMO according to the TNM staging method or FIGO 0 according to the method of The Federation Internationale de Gynecologie et d'Obstetrique.

# 57. Carcinoma in situ of the Ovaries

A focal autonomous new growth of carcinomatous cells which has not yet resulted in the invasion of normal tissue. Invasion means an infiltration and/or active destruction of normal tissue beyond the basement membrane. *Diagnosis* of early stage cancer of the ovary must always be supported by a histopathological report. Clinical diagnosis does not meet this standard. This tumour should be capsule intact, with no tumour on the ovarian surface, classified as T1aNOMO or T1bNOMO according to the TNM staging method or

FIGO 1A or FIGO 1B according to the method of The Federation Internationale de Gynecologie et d'Obstetrique.

## 58. Carcinoma in situ of the Fallopian Tubes

A focal autonomous new growth of carcinomatous cells which has not yet resulted in the invasion of normal tissue. Invasion means an infiltration and/or active destruction of normal tissue beyond the basement membrane. *Diagnosis* of carcinoma in situ of the fallopian tube must always be supported by a histopathological report. Clinical diagnosis does not meet this standard. This tumour should be limited to the tubal mucosa and classified as TisN0MO according to the TNM staging method or FIGO 0 according to the method of The Federation Internationale de Gynecologie et d'Obstetrique.

#### 59. Carcinoma in situ of the Vagina

A focal autonomous new growth of carcinomatous cells which has not yet resulted in the invasion of normal tissue. Invasion means an infiltration and/or active destruction of normal tissue beyond the basement membrane. *Diagnosis* of carcinoma in situ of the vagina must always be supported by a histopathological report. Clinical diagnosis does not meet this standard. This tumour should be classified as TisNOMO according to the TNM staging method or FIGO 0 according to the method of The Federation Internationale de Gynecologie et d'Obstetrique.

# 60. Carcinoma in situ of the Testes

A focal autonomous new growth of carcinomatous cells which has not yet resulted in the invasion of normal tissue. Invasion means an infiltration and/or active destruction of normal tissue beyond the basement membrane. *Diagnosis* of carcinoma in situ of the testes (intratubular germ cell neoplasia) must always be supported by a histopathological report. This Benefit covers only germ cell tumours of the testes. Other testicular tumours including sex cord-stromal tumours (Leydig), Sertoli tumours and tumours not arising directly from the testicular tissue (adnexal) are all excluded.

#### 61. Early Stage Cancer of the Prostate

A focal autonomous new growth of carcinomatous cells which has not yet resulted in the invasion of normal tissue. Invasion means an infiltration and/or active destruction of normal tissue beyond the basement membrane. *Diagnosis* of early stage cancer of the prostate must always be supported by a histopathological report. Clinical diagnosis does not meet this standard. This tumour should be classified as T1a, T1b or T1c according to the TNM staging method.

# 62. Minimally invasive surgery for Coronary Artery Diseases including Angioplasty

The actual undergoing of balloon angioplasty, atherectomy or laser treatment to correct narrowings (defined as being greater than 50% stenosis in two (2) or more major coronary arteries; or being greater than 75% stenosis in one(1) major coronary artery). The treatment must be considered *medically necessary* by a *specialist* either to relieve exercise limiting symptomatology which is not responding adequately to medical therapy or in order to achieve a prognostic benefit.

In order to qualify for a benefit under this illness, there must be:

- (i) History of symptoms which are sufficiently severe to indicate that the insured person's future level of exercise tolerance would be restricted, depite medications, to a minimal level without percutaneous intervention; and
- ii) Medical evidence including all of the following:
  - a) Report from attending specialist; and
  - b) Evidence of significant and relevant ECG changes (ST segment depression of two (2) millimeters or more); and
  - Angiographic evidence to confirm the location and agree of stenosis in major coronary artery.

# Group G – Juvenile Illnesses

In order to claim for *eligible benefit* for *illnesses* defined under Group G – Juvenile *Illnesses*, the *insured person* must be at *age* seventeen (17) or below at the time of first *diagnosis*.

# 63. Haemophilia A and Haemophilia B

The *insured person* must be suffering from severe haemophilia A (VIII deficiency) or haemophilia B (IX deficiency) with factor VIII or factor IX activity levels less than one percent (1%). *Diagnosis* must be confirmed by a *specialist in* haematology.

# 64. Insulin Dependant Diabetes Mellitus (Type I DM)

Diabetes mellitus is chronic hyperglycemia, caused by defective insulin secretion. Type I DM is characterized by the continuous

dependence on exogenous insulin for the preservation of life as diagnosed by a specialist in endocrinology and such dependence must persist for not less than one hundred and eighty (180) days.

#### 65. Kawasaki Disease with Heart Complications

This is acute, febrile and multisystem disease of children, characterized by non-suppurative cervical adenitis, skin and mucous membrane lesions. *Diagnosis* must be confirmed by a *specialist* in either pediatrics or cardiology and there must be echocardiograph evidence of cardiac involvement manifested by dilatation or aneurysm formation of at least six (6) mm in one (1) or more coronary arteries which persists for one hundred and eighty (180) days after the initial acute episode.

#### 66. Osteogenesis Imperfecta (Type III)

This is a genetic disorder characterized by brittle, osteoporotic, easily fractured bones. *Diagnosis* must be confirmed by a *specialist* in pediatrics as type III Osteogenesis Imperfecta with the occurrence of all of the following:

- The result of skin biopsy is positive for diagnosis of Osteogenesis Imperfecta – Type III;
- (ii) The result of X-ray studies reveals multiple fractures of bones and progressive kyphoscoliosis; and
- (iii) The result of physical examination of the insured person by a specialist in pediatrics that the insured person suffers from growth retardation and hearing impairment as a result of the disease.

#### 67. Rheumatic Fever with Valvular Impairment

A confirmed *diagnosis* by a *specialist* in pediatrics of acute rheumatic fever according to the revised Jones criteria for its *diagnosis*. We only cover the case where there is involvement of one (1) or more heart valves and at least mild valve incompetence attributable to rheumatic fever as confirmed by quantitative investigations of the valve function by a *specialist* in cardiology.

#### 68. Still's Disease

A systemic onset juvenile idiopathic arthritis that is characterized by spiking fever, transient maculopapular rashes and arthritis. In order to qualify for a benefit under this illness, there must be:

- (i) Joint replacement surgery must have been performed for the hip or
- (ii) The *diagnosis* of Still's Disease must be confirmed by a *specialist* in rheumatology.

# **PART 5 - EXCLUSIONS**

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

- 1. The signs or symptoms or the *diagnosis* of which *illness* first occurred within ninety (90) days immediately following the *policy effective date*, or the *upgrade effective date*, or last reinstatement date, whichever is later; except for any *illness* caused by an *accident*.
- 2. Any *pre-existing condition* unless the condition has been declared to and specifically accepted by *us.*
- An illness caused or aggravated by or associated with, whether directly or indirectly, a congenital or inherited disorder (except Muscular Dystrophy) which existed at the time of birth or has manifested or been diagnosed before the insured person attains age eighteen (18).
- Any second or third or subsequent claim made without fulfilling the 5-year cancer-free waiting period and/or the 1-year cancer-free waiting period and/or the 1-year waiting period as specified in clause 1(iv) of PART 3 – BENEFITS PROVISION;
- Any medical procedure or treatment, which is not medically necessary or not performed by a medical practitioner or a specialist;
- Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex, or infection by Human Immunodeficiency Virus (HIV), except the "HIV due to Blood Transfusion" and "Occupational Acquired HIV" as stated under PART 4 – DEFINITION OF ILLNESSES of this policy;
- Suicide, attempted suicide, intentional self-inflicted injury or voluntary exposure to an *illness*, whether the *insured person* is sane or insane;
- 8. Influence of alcohol or drugs not prescribed by a *medical* practitioner;
- 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 or any kinds of participation in any act of terrorism;
- Violation or attempted violation of the law or resistance to arrest or participation in any criminal act;
- Air travel except as a fare-paying passenger in a properly licensed aircraft operated by a licensed commercial air carrier; and

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- 12. Riding or driving in any kind of motor racing, or engaging in a sport in a professional capacity or where the *insured person* would or could earn income or remuneration from engaging in such sport, trekking at an altitude greater than five thousand (5,000) meters above sea level or diving to a depth greater than forty (40) meters below sea level;
- Any cyber act that results in any accident, disability, sickness and/or injury.

#### **PART 6 – GENERAL PROVISIONS**

#### 1. Entire Contract

This policy including all the *relevant documents* 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. For avoidance of doubt, the *relevant documents* will form part of the renewed policy contract and information contained are deemed to remain true and valid as at the time of renewal unless otherwise instructed by *you*.

# 2. Age Limit and Eligibility

The entry age of the *insured person* must be between fifteen (15) days and sixty-four (64) years old (both inclusive) at the policy inception date and this policy is renewable up to the age of seventy-five (75) years old and all benefits under this policy shall terminate on the *policy anniversary* following the *insured person*'s 76th birthday. The *insured person* must be a *Hong Kong* citizen or resident in *Hong Kong* holding a valid *Hong Kong* Identity Card, with a permanent address and live in *Hong Kong* as a usual country of residence. *Insured person* under age of eighteen (18) shall hold a valid *Hong Kong* Birth Certificate or proof of dependent visa, if he/she does not have a *Hong Kong* Identity Card.

An *insured person* is not allowed to be covered under more than one (1) Zurich HealthTotal Critical Illness Insurance Plan issued by *us*. If the *insured person* covers under more than one (1) such policy:

- The insured person will be deemed to be insured only under the policy which provides the highest amount of benefit; or
- (ii) If the benefit amount is the same under each policy, the insured person will be deemed to be insured only under the policy which was issued first by us.

In any case, we will refund the premium paid from the policy inception date, without interest, to *you* under the policy or policies that are not giving cover. Such policy / policies are deemed to be void from inception and we will have no liability whatsoever to *you* in respect of any such policy.

# 3. Geographical Limits

This policy provides a worldwide cover.

# 4. Status Change

You must take full responsibility to inform us forthwith of any change in respect of the information provided in the enrolment form for this policy (regardless verbally or in written format), otherwise we reserve the right to refuse or invalidate all claims under this policy.

# 5. Change of smoking habit

If the *insured person* has changed the smoking habit from smoker to non-smoker during the *period of insurance, you* or the *insured person* can declare to *us* by providing the proof of Nicotine/ Cotinine test medical report and other related medical report. We reserve the right to alter the premium in the next policy renewal date

If the *insured person* has changed the smoking habit from nonsmoker to smoker during the *period of insurance*, you or the *insured* person must make a declaration to us. Premium according to the corresponding age band and smoker status shall be charged in the next policy renewal.

# 6. Claim Procedures

(i) Notice of Claims

On the happening of any event which may give rise to a claim under this policy, you or the insured person shall give notice with all available particulars to us as soon as possible and in any case within thirty (30) days from the date of diagnosis, and failure to do so may invalidate a claim unless it can be shown that the circumstances have not been reasonably possible to give such notice.

(ii) Proof of Loss

You or the *insured person* must furnish *us* affirmative proof of loss, including

- a) a certificate from an appropriate medical practitioner or specialist in support of a claim accepted by us;
- confirmatory results from medical investigations including but not limited to clinical, radiological, histological and laboratory evidence:
- a fully completed claim form supplied by us within thirty (30) days after termination of treatment for the illness or injury for which the claim is being made; and
- d) if the illness requires a surgical procedure to be performed, the procedure must be *medically necessary*.

We will not be liable in any event until satisfactory proof is furnished to us. Claimant will furnish such information, assistance, documents, medical evidence and reports signed by the registered medical practitioner and in such form and of such nature as we may prescribe at claimant's own expense.

#### (iii) Claims Admittance

In no case shall we be liable in respect of any claim after the expiry of three hundred and sixty five (365) days from the occurrence of the *illness* giving rise to it unless the claim has been admitted or is the subject of a pending legal action or arbitration.

#### (iv) Medical Examination

We shall have the right at our expense to appoint an independent medical examiner to examine the *insured person*, as appropriate, when and as often as it may reasonably require during the pendency of a claim under the policy. In the event of the death of the *insured person*, we shall be entitled to have a post mortem examination where it is not forbidden by law and sufficient notice shall, when practicable, be given to *us* before interment or cremation, stating the time and place of any inquest.

#### 7. Payment of Claims

All payment of claims in this policy shall be in Hong Kong dollars and are payable to the *insured person* after the receipt of due proof. If the *insured person* to whom the benefit is payable is under *age* eighteen (18) at the time of payment of this benefit, this benefit will be payable to *you*. In the event of the *insured person*'s death to the *insured person*'s estate.

# 8. Misstatement of Age or Sex

If the *insured person*'s *age* or sex has been misstated, any 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 during the period that the *insured person* is not eligible for coverage shall be limited to the refund of the premiums paid for such period covered by this policy.

#### 9. 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) (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; and
- (ii) 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.

#### 10. Premium Charge

- (1) This policy is an annual medical policy. You may pay the premium to us on an annual or a 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.

#### 11. 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.

### 12. 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 illness after the date of reinstatement and shall only cover illness of the insured person which sign and symptom begins no sooner than thirty (30) days after the date of reinstatement.

# 13. Change of Benefit

You may apply for change of benefits or upgrade by giving thirty (30) days' notice in writing before the policy anniversary. A health declaration with details on any injury, illness, symptoms or conditions which are then known to exist by you or 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. Any change accepted by us shall be effective on the next policy renewal date.

If such *insured person* showed symptoms or has received medical consultation, diagnosis, treatment or advice by a medical practitioner or took prescribed drugs or medicine prior to the said written notice is received by *us*, the limit of benefits payable in respect of such *illness(es)* shall not exceed the limit of benefits before or after the change in benefit level whichever is lower.

# 14. Renewal of the Policy

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.

# 15. Cancellation by the Insured Person

You have the right to cancel this policy by giving thirty (30) days' advance notice in writing to us. In such event, we will refund the unearned premium actually paid by you provided that no claim has been made during the period starting from the policy effective date to the date on which the cancellation takes effect ("Policy Period"), the earned premium shall be calculated in accordance with the table

below but in no event shall the earned premium be 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.

Policy Period	Percentage of Premium Earned by <i>Us</i>
2 months ( <i>our</i> 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:

- the *insured person* no longer fulfill the eligibility as stated under Clause 2 – Age Limit and Eligibility under PART 6 – GENERAL PROVISIONS:
- (ii) subject to the above Clause 9 Misrepresentation, Nondisclosure or Fraud under PART 6 – GENERAL PROVISIONS;
- (iii) the premium due date in accordance with Clause 11 Grace Period under PART 6 GENERAL PROVISIONS:
- (iv) under the circumstance mentioned in Clause 15 Cancellation by the *Insured Person* under PART 6 – GENERAL PROVISIONS;
- (v) the day before the policy anniversary date unless this policy is renewed pursuant to this policy;
- (vi) the day when three (3) major *illnesses* under Group A to Group E are paid;
- (vii) the day when eligible benefit for illness defined under item 43
   Loss of Independent Existence or item 53 -Terminal Illness of Group E is paid:
- (viii) the date of death of the insured person; or
- ix) the day when we decide to terminate this policy.

On cancellation, we shall give you a written notice stating when, not less than thirty (30) days after the date of such notice, such cancellation shall become effective. The mailing of the notice as aforesaid shall be sufficient proof of notice. The time of termination or the effective date and hour of cancellation stated in the notice shall be considered the end of this policy. Under no circumstances we will be obligated to reveal our reasons for cancellation. Whenever this policy is cancelled, pro-rata premium for the period starting at time of cancellation or surrender to the last date of the period of insurance shall be refunded provided that no claim has been made during such period of insurance of this policy.

The payment or acceptance of any premium subsequent to such termination shall not create any liability on *us* but *we* shall refund any such premium received by *us*.

#### 17. Clerical Error

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

# 18. 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 one (1) year from the expiration of the time within which proof of claims is required.

# 19. Subrogation

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

# 20. 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 *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.

# 21. Compliance with Policy Provisions

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

# 22. 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.

#### 23. 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.

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.



# 蘇黎世「全護之選」危疾保險計劃

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 達。

請細閱本保單,如有任何修正請求,並請盡快提出。

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。除非獲「本公司」書面同意,否則合約內容不得更改。而「閣下」的投保表格及聲明,不論以口述(若是由「本公司」或「本公司」授權之代理錄音)或書面形式提供,均會構成本合約的依據。

「本公司」現與「閣下」協議・鑒於「閣下」支付保費及信賴各陳述、 保證或聲明・以及遵從本保單及隨附之「附表」的條款與規章・「本公司」將於「保險期」內以「附表」所載之計劃承保「受保人」・如「受 保人」因「疾病」而招致在下文所訂承保範圍內由「醫生」建議之費 用・「本公司」將支付指定的保障。

此乃全年危疾保險保單·將於「本公司」收訖「閣下」繳交隨後的保費 後而續保。「閣下」必須繳付同年度之全年保費。

「閣下」於投保表格內填報的資料如有任何更改(不論以口述或書面形式),請盡早通知「本公司」,以免影響「受保人」於本保單的保障內容。

此乃一份有法律效力的文件、敬請妥為保存。

#### 第一部份 - 定義

本保單內某些詞彙具有指定含意·釋義已分別列明如下。為方便「閣下」識別有關詞彙·特將此等詞彙全部加上引號。本保單內容用詞如有性別或單複之分·均應視為概括性的描述·並無區別。

#### 「意外」

於「保險期」內·任何不可預見或預料並導致「受保人」蒙受身體「損傷」之突發事件。

# 「日常活動」

日常自理活動包括:

- (i) 更衣:無須他人扶助,自行穿上及脫下衣物;
- (ii) 行動:無須他人扶助·能夠自行由一間房移動到在同一平面上的另 一間屋·
- (iii) 移動:無須他人扶助·上落床或椅子;
- (iv) 自制:自行控制大小便;
- (v) 進食:無須他人扶助,能夠自行進行一切進食程序;及
- (vi) 沐浴或淋浴:無須他人扶助,自行沐浴或淋浴。

# 「年齢」

上次生日的年齡。

# 「無癌症等候期」

無癌症等候期必須由「受保人」之主診「專科醫生」一直以有關之西藥治療進行整個療程,並通過臨床、放射性、造影檢查及實驗證明以確認為無癌症狀況。無癌症狀況指沒有任何惡性增生或復發之預兆或症狀。無癌症等候期應指由完成所有由「受保人」主診「專科醫生」的醫藥治療・包括但不限於施行手術、化學治療、放射治療、免疫療法、單克隆抗體治療法或其他傳統癌症治療繼而確認癌病被清除後的日期開始計質。

# 「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」。

#### 「電腦病毒」

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"。

#### 「網絡行為」

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。

#### 「確診」

必須由「受保人」之主診「專科醫生」根據載於本保單的第四部份 -「疾病」的定義條款內所保障的有關「疾病」之定義中所指定的跡象証明.並通過放射結果、臨床病歷、細胞組織分析或試驗分析所作出的明確診斷並以書面形式確認.所有上述之證明均需要被「本公司」接受方可成立該確診。

#### 「傷疾」

一宗「疾病」或「損傷」。由同一次「意外」所引致之所有「損傷」都被視為同一傷疾。所有因為相同原因或相關原因引致的同時存在的「疾病」及所有由此發生的併發症均會被視為同一次傷疾。若傷疾是與先前傷疾的相同原因或相關原因引致.包括所有由此發生的併發症均會被視為先前傷疾的延續而不是另一傷疾.除非最近的出院日期.或最後一次治療性手術.或最後一次到「醫生」診所接受診斷或治療.或領取藥物之日期.或接受特別餐單(以較遲為準)之日期已相隔最少90天且無須再就該傷疾接受治療.其後的傷疾將被視為另一傷疾。

#### 「有效保障」

根據第二部份 - 保障表內列明所選擇的計劃所載, 有效保障應指:

(i) 就「確診」組別A至E之任何主要「疾病」而引致之首次索償・其應 得之保障為每項「疾病」保障額之百分之一百(100%);而隨後就組 別A至E之任何主要「疾病」之索償・將為每項「疾病」保障額之百 分之三十(30%);及隨後不會再就組別F或G內之任何「疾病」提供 任何保障;

就「確診」組別 F 或 G 之「疾病」而引致之任何索償, 其應得之保障應 為該組別之保障額。

#### 「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:

- (i) 根據所在國家或司法管轄區規定領取牌照之持牌醫院;
- (ii) 主要業務為接受患病、染恙或受傷人士住院及提供診斷、醫療護理及外科手術設備服務;
- (iii) 有一名或以上的持牌「醫生」時刻駐院;
- (iv) 在負責「醫生」監督下·駐有註冊護士每天二十四小時提供看護服務;
- (v) 具有完善的「住院病人」設備;及
- (vi) 保存所有病人的每日醫療記錄。

醫院並不包括主要業務為診所、照料類別的診所、自然療法診所、健康 水療院、療養院或復康院、保管照料的地方、照顧長者或嗜酒者或吸毒 者或精神病患者的機構,或護理院,或類似的機構。

# 「疾病」

於第四部份 - 「疾病」的定義中所指之病或能力喪失或外科手術·而其初現之症狀及「確診」是在「保單生效日」或「提升保障生效日」或復效日(以較後者為準)起計之九十日之後出現·惟任何因「意外」引致之疾病除外。在本保單中·疾病是指「受保人」已被一位或以上「專科醫生」「確診」·並由「受保人」之主診「專科醫生」或由他/她監督

下所預備之書面報告證明·且必須符合本保單就各項疾病所要求之診斷 條件。

#### 「直系親屬」

「閣下」或「受保人」的配偶、父母、配偶父母、祖 / 外祖父母、兒 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」

「附表」訂明為"Insured Name"並受本保單保障的人士。

#### 「竪瘠心雫」

指接受醫療服務的必要性,並依下列條件考量:

- (i) 因應有關診斷及有關狀況的一般治療所需;
- (ii) 符合良好及謹慎的行醫標準;
- (iii) 非純為註冊「醫生」或任何其他醫療服務供應商提供方便;及
- (iv) 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」。

#### 「醫生」

已根據《醫生註冊條例》「香港」法例第161章規定・註冊為醫生之人士・惟「閣下」、「受保人」或「直系親屬」除外。如於「香港」以外之地區接受治療或手術・則指擁有合格西醫學位・並已獲授權在其執業的地區合法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。

#### 「保險期」

「附表」內所訂明之保險有效期.而「本公司」已接納「閣下」在「附表」內所訂明該保險期間之保費。它應該以「香港」時間 00:00 開始至24:00 為止。

#### 「保單週年日」

列明於「附表」上之「保單生效日」之下一年度之同一個日子。

#### 「保單生效日」

收妥保費後,列明於「附表」上之生效日期。

#### 「投保前已存在之傷疾」

在「保單生效日」、復效日或「提升保障生效日」(以較遲者為準)之前已存在之任何「損傷」、疾病或病況及/或「受保人」已呈現病徵或已接受「醫生」診療、「確診」、治療或醫療意見・或已服用處方藥物一段時間而其懂悉或理應知道之相關病況・除非「受保人」已於申請表格全面披露此等病況並獲「本公司」書面接受・而保單文件無明文規定不承保之前已存在之病況的治療・則屬除外。

#### 「有關文件」

有關文件包括「附表」、投保表格(不論以口述或書面形式)、聲明、 附加契約、批單、附件及修訂本。

#### 「附表」

隨附本保單並構成保單一部份之附表。

#### 「疾病」

在「保險期」內健康出現不正常之病理癥狀。

#### 「專科醫生」

除「閣下」、「受保人」或「直系親屬」外·在「香港」醫務委員會以 專科登記為「醫生」之人士。若於「香港」以外之地區進行治療或手術 時·則指在當地具有其他同等資歷並登記從事專科之人士。

# 「恐怖活動」

恐怖活動包括任何人或團體為達到政治、宗教、思想或同類目的作出的 行動、策劃或威脅活動・包括意圖影響任何國家法律上或實際上的政府 或其政治部門・及/或威脅任何國家的公眾或部份公眾・不論是獨自行 動又或代表或聯同任何組織或法律上或實際上的政府亦然。「恐怖活 動」包括:

- (i) 涉及以暴力對待一人或多人;
- (ii) 涉及財物損毀;
- (iii) 危害生命但不包括執行行動的人;
- (iv) 對公眾或部份公眾的健康或安全造成風險;或
- (v) 設計去干擾或破壞某電子系統。

# 「提升」

指提升保障及或計劃級別。

#### 「提升保障生效日」

指「本公司」同意「閣下」保單「提升」保障當日之「香港」時間 00:00 時·即「本公司」發予「閣下」訂明「提升」保障詳情之保單 「附表」或批單所註明的日期。

# 「戰爭」

兩國或多國因任何目的交戰,或主權國家之間的武裝衝突,又或正式宣 戰或未正式宣戰的公開軍事衝突,又或國與國之間經主權國正式授權而 終止和平關係並陷入武裝敵對的局面。

# 「本公司」

蘇黎世保險有限公司。

# 「閣下」

「附表」上註明為"The Insured"並作為本保單持有人之人士。

# 第二部份 - 保障表

每項「疾病」均根據其病名具有個別定義·任何「疾病」因「確診」而引致之索償必須符合其定義及須遵從本保單之條款及規章·及只會於「附表」 列明為有效時才適用。

# 1. 計劃

	每宗「疾病」之保障額(港元)		
	標準計劃	優越計劃	尊尚計劃
組別A至組別E – 主要「疾病」	100,000	300,000	500,000
組別F – 早期「疾病」	30,000	90,000	150,000
組別 <b>G</b> – 青少年「疾病」	30,000	90,000	150,000
「意外」死亡保障	100,000	100,000	100,000

# 2. 受保「疾病」

「疾病」應為以下所列及受「有效保障」所限。

組別A至E 主要「疾病」	
組別A	癌症
1	癌症
組別 B	有關主要器官及功能的「疾病」

組別A至E 主要「疾病」

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組別A至E 主要「疾病」	
55.	子宫頸原位癌
56.	子宫原位癌
57.	卵巢原位癌
58.	輸卵管原位癌
59.	陰道原位癌
60.	睾丸原位癌
61.	前列腺之初期癌症
62.	治療冠心病微創手術包括血管形成術
組別 G	青少年「疾病」(「受保人」在首次「確診」時「年齢」必須為十七歳或以下)
63.	甲型血友病及乙型血友病
64.	胰島素依賴型糖尿病 (一型糖尿病)
65.	川崎氏病(附帶心臟併發症)
66.	成骨不全症第三型
67.	風濕性心瓣疾病
68.	斯蒂爾病

# 3. 「意外」死亡保障

若在「保險期」內·「受保人」因受保「意外」引致「損傷」·並在事故後之三百六十五日內以此「意外」為惟一原因而直接引致死亡·「本公司」 將支付「受保人」一筆 100,000 港元之保障額。

#### 第三部份 - 保障條款

「受保人」於「保險期」內根據任何一項本保單內所定義之受保「疾病」或手術首次「確診」・「本公司」將根據保單條款支付予「受保人」「有效保障」。若「受保人」在該「確診」後仍然生存十四日或以上・則可獲得百分之一百(100%)之「有效保障」;惟若「受保人」在該「確診」後十四日內死亡・則只會獲得百分之五十(50%)之「有效保障」。根據以下所列之條款・在本保單第六部份 — 一般條款 第 16 項 - 保障終結前・「受保人」最多可獲得五次「有效保障」。

#### 1. 多次賠償條款

根據本保單第六部份 - 一般條款 第16項 - 保障終結前‧每名「受保人」可就組別A至E內之所有主要「疾病」作最多三次索價(不適用於第43項 - 喪失獨立能力及第53項 - 末期危疾)及就組別F - 早期「疾病」或組別G - 青少年「疾病」作最多兩次索償・惟須符合以下所有條件:

#### (i) 多次賠償特質

- a) 在本保單中首次索償之「疾病」必須為組別A至G內;
- b) 第二次索償之「疾病」必須為組別A至G內·但若然第一次索償之「疾病」為組別A至E內·則以後不會再就組別F或G內之「疾病」獲得賠償;及
- c) 第三至五次索償之「疾病」必須為組別A至E內。

# (ii) 組別A至E – 主要「疾病」之多次賠償條款

- a) 只有在組別A內·才可就同一組「疾病」獲得多次賠償; 及
- b) 每名「受保人」在組別B至E·只能從每組就其中一項「疾病」獲得賠償。
- (iii) 組別F 早期「疾病」(首次「確診」時「受保人」必須十八歳 或以上)及組別G - 青少年「疾病」(首次「確診」時「受保 人」必須十七歳或以下)之多次賠償條款 最多可就組別F或G內 之「疾病」獲得兩次「有效保障」索償及須符合以下所有條 件:
  - a) 根據本保單第六部份 一般條款 第16項 保障終結前 · 將不會就組別F或G內 之同一項「疾病」獲得多於一次之 時億 ·
  - b) 在組別F之「疾病」內獲得一次「有效保障」後・「受保人」可就之前賠償之早期「疾病」之同一器官(不論在身體對稱部位之同邊或對邊)就組別A或C內之「疾病」作出另一次「有效保障」索償・惟賠償之總和是就該「疾病」於組別A或C下之「有效保障」減去已在組別F之「疾

病」所得之「有效保障」。而就此情況下,此索償將會被 視為兩次「有效保障」。

# (iv) 等候期

a) 五年「無癌症等候期」(組別A→組別A或B)

就組別A之「疾病」獲得「有效保障」後·若要就組別A 或B之「疾病」再索償·將有五年「無癌症等候期」。五 年「無癌症等候期」必須由「受保人」之主診「專科醫 生」確認・且持續整整六十個月。

癌症索償後再次出現之其後癌症索償可以是復發(即屬之前已索償的癌症類別)或是不同之癌症類別。

b) 一年「無癌症等候期」(組別A→組別C至E)

就組別A之「疾病」獲得「有效保障」後·若要就組別C 至E之「疾病」再索償·將有一年「無癌症等候期」。一 年「無癌症等候期」必須由「受保人」之主診「專科醫 生」確認・且持續整整十二個月。

# c) 一年等候期

一年等候期適用於以下情況。一年等候期應指隨後之「疾病」之「確診」日期與上次已賠償之「疾病」之「確診」 日期・應至少相隔十二個月或以上。

# (組別B至E→組別A至E)

在組別B至E之「疾病」獲得「有效保障」後(不適用於第 43項 - 喪失獨立能力及第53項 - 末期疾病)・若要就組 別A至E之「疾病」再索償・將有一年等候期。

#### (組別F→組別A至G)

在組別F之「疾病」獲得「有效保障」後·若要就組別A至 G之「疾病」再索償·將有一年等候期(除非在組別F所獲 得的「有效保障」與隨後在組別A或C的「有效保障」索 償發生在同一器官上)。

# (組別G→組別A至G)

在組別G之「疾病」獲得「有效保障」後·若要就組別A 至G之「疾病」再索償·將有一年等候期。

(v) 若在同一日內·「受保人」被「確診」多於一項組別 A 至 G 之 「疾病」·此保單將只會就其中一項享有最大保障之「疾病」 作出賠付。若有關「疾病」來自不同組別·「本公司」將有最 終決定權以決定就哪一項「疾病」作賠付。

# 2. 水平式收費之附加保障額(只適用於組別A至E)

「閣下」若在保單首次生效時(「受保人」當時「年齡」必須為三十五歲或以下)或在「受保人」「年齡」到達二十,二十五,三十或三十五歲後之首個「保單週年日」選擇水平式收費,「受保人」將

可在保單首次生效時或該「保單週年日」後連續十年內於每項組別A至E「疾病」的「有效保障」獲得百分之一百(100%)的附加保障額、惟須符合以下所有條件:

- (i) 百分之一百(100%)的附加保障額不適用於已就本保單曾經作出 索償或曾接受醫療咨詢、檢查或治療而直接或間接地再引致索 償之「受保人」;
- (ii) 百分之一百(100%)的附加保障額不適用於就本保單第六部份 一般條款第10(iii)項所提及之已享有折扣保費之「受保人」;
- (iii) 「受保人」只可在第六部份 一般條款 第16項之保障終結前・申請採用水平式收費及同時獲得附加保障額一次;及
- (iv) 附加保障額將在採用水平式收費之「保單週年日」連續十年後 之首個「保單週年日」自動結束。

在「本公司」之所有危疾保單所支付的保障(包括但不限於此保單)中之總賠償將不超過1,900,000港元。

# 第四部份 - 「疾病」的定義

任何引致保障索償之「疾病」、必須符合下列有關「疾病」的定義。

#### 組別A - 癌症

#### 1. 癌症

癌症指惡性腫瘤。其特徵為惡性細胞漸進地不受控制地生長及擴散、侵入及破壞正常及周邊組織。主要的介入性治療或大型手術被認為是必要的,或已經進行紓緩治療。癌症必須由組織病理學報告「確診」腫瘤呈陽性。本項癌症包括白血病,但以下所列並不在保障範圍之內:

- (i) 組織病理學中以下癌症分類:
  - a) 癌前病變·比如血小板增生症以及真性紅細胞增多症;
  - b) 非侵入性腫瘤;
  - c) 交界性腫瘤;或
  - d) 低惡性腫瘤。
- (ii) 原位癌 (包括子宮頸上皮內贅瘤CIN-1、CIN-2 及CIN-3) 或組織學上被界定為癌前病變的情況;
- (iii) 分類為T1aNOMO、T1bNOMO或FIGO1A、FIGO1B的卵巢腫瘤;
- (iv) Duke's A大腸癌;
- (v) 在組織學上TNM分級標準級別為T1a、T1b、T1c或其他分級標相當或較低的級別之前列腺癌;
- (vi) RAI 級別3 以下的慢性淋巴性性白血病;
- (vii) 微小甲狀腺乳頭狀癌;
- (viii) 非侵入性膀胱乳頭狀癌·組織學上被界定為TaNOMO或更低的分級:
- (ix) 所有皮膚癌·除非能夠證實腫瘤已經轉移或是利用Breslow 組織學檢驗方法證明最高厚度超過1.5毫米之惡性黑色素瘤;及
- (x) 與人體免疫力缺乏病毒同時存在的所有腫瘤。

# 組別B – 有關主要器官及功能之「疾病」

#### 2. 復發性慢性胰臟炎

根據醫療紀錄·胰臟炎發生超過三次·導致胰臟功能紊亂·引致吸收不良·須要接受酵素替代療法。復發性慢性胰臟炎必須由腸胃病專科醫生診斷·並且由內窺鏡逆行性膽胰造影術(ERCP)證明。任何因酗酒引起的再發性慢性胰臟炎並不在保障範圍之內。

# 3. 慢性及不可逆轉性腎衰竭

被「確診」為慢性及不可逆轉性腎衰竭‧雙腎出現慢性不可逆轉的功能喪失‧導致定期需要接受血液透析、腹膜透析或已展開腎臟移植的治療。此「確診」必需由「專科醫生」確定。

# 4. 末期肝病

末期肝病或肝硬化指導致以下所有情況之慢性末期肝衰竭:

- (i) 腹水;
- (ii) 腎功能損害;
- (iii) 食管或胃靜脈曲張;及
- (iv) 肝性腦病。

任何因酗酒或濫用藥物直接或間接地、完全或部分地導致之肝病並 不在保障範圍之內。

#### 5. 末期肺病

最後或末期階段肺病導致慢性呼吸系統衰竭·並且出現以下所有情況:

- (i) 在第一秒最大呼氧量 (FEV1) 測試中的呼氧量每秒持續少於一 (1)公升 (即在用力呼氣的第一秒期間);
- (ii) 低血氧症導致每天需要接受至少 8 小時或以上的永久性吸氧治療:
- (iii) 動脈血液氣體分析重複顯示動脈血氧分壓低於 55mgHg (PaO2 < 50mmHg); 及
- (iv) 休息時呼吸困難。

此「確診」必須由肺科「專科醫生」確定。

#### 6. 暴發性病毒性肝炎

由肝炎病毒引致部份或整個肝臟壞死而導致肝臟迅速衰竭。診斷必 須經證實為肝炎病毒引致,並且出現以下所有症狀:

- (i) 肝臟迅速萎縮;
- (ii) 肝功能測試顯示肝功能急速退化;
- (iii) 黃疸症狀加劇:及
- (iv) 全部肝葉壞死,只存留萎陷的肝臟網狀支架。

必須提供以下的證明:

- (i) 肝功能顯示大面積的肝實質病變:及
- (ii) 肝性腦病的客觀徵狀。

任何因自殺、服毒、濫用藥物或醄酗酒而直接或間接地、完全或部分地導致之肝病並不在保障範圍之內。

#### 7. 主要器官移植

心臟、兩邊肺部、肝臟、兩個腎臟或骨髓被「確診」為不可逆轉性 衰竭。「受保人」作為器官受贈者必須已實際進行以下任何一個或 多個器官移植手術:

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

本定義內的肝臟移植不得少於一葉·肺移植不得少於兩葉·造血幹細胞可包括骨髓幹細胞、外周血幹細胞或臍帶血幹細胞。

移植手術必須為「醫療必需」,並且由「專科醫生」作出器官衰竭的客觀證明。除上述之外,任何其他器官、組織或細胞移植、部分器官移植、幹細胞移植及胰島細胞移植並不在保障範圍之內。

### 8. 腎髓質囊腫病

因腎髓質有囊腫,管狀萎縮及間質纖維化而導致逐步及漸進地失去腎功能的遺傳性腎病・有貧血、尿頻、腎臟鈉流失的臨床跡象,並漸進成慢性腎衰竭。此「確診」必須有造影證明髓質多囊及皮質萎縮或有腎活體切片支持。

# 組別C - 心臟「疾病」

#### 9. 急性心肌梗塞

因血液供應不足而首次被「確診」心肌壞死,導致以下所有急性心 肌梗塞之症狀:

- (i) 心肌梗塞的典型臨床症狀(例如: 典型胸痛);
- (ii) 新近的心電圖變化顯示出現心肌梗塞之形成;及
- (iii) 典型心臟酵素提升或心肌鈣蛋白達到以下或更高水平:
  - a) Troponin T > 1.0 ng/ml
  - b) AccuTnl > 0.5 ng/ml 或其他 Troponin I 的檢驗方法同等的 關值。

報告必須明確證明有急性心肌梗塞。 其他急性冠狀動脈綜合 · 包括但不限於心絞痛並不在保障範圍之內 · 必須由心臟「專科醫生」「確診」 ·

# 10. 冠狀動脈手術

接受胸骨切開手術及搭橋手術、以矯正一條或以上之冠狀動脈狹窄或阻塞。必須提供血管造影以證實冠狀動脈阻塞情況嚴重、以及經心臟「專科醫生」證實手術是有「醫療必需」。冠狀動脈血管成形手術及所有其他動脈內導管技術或激光治療手術並不在保障範圍之內。

#### 11. 夾層主動脈瘤

指主動脈的內膜破裂導致血液流入主動脈中層形成夾層主動脈瘤。 在本定義內的主動脈指胸主動脈及腹主動脈而非其旁支。此「確診」必須由「專科醫生」及檢查結果證實、檢驗包括電腦掃瞄、磁力共振掃瞄、磁力共振血管造影或心導管檢查的證明,並有必要進行緊急修補手術。

12. 心瓣手術 因無法單獨通過動脈內插管手術進行修補心瓣膜缺陷而須 首次進行的胸廓切開和心臟切開手術·為一個或多個心瓣進行置換 或修復手術。進行此手術前必須經適當的檢查證明並由心臟「專科 醫生」建議及證實手術為有「醫療必需」的。

基於插管的技術(包括但不限於球囊分離術或瓣膜成形手術)並不在保障範圍之內。

- **13. 感染性心内膜炎**心臟內膜因微生物感染引起發炎。必須符合以下所 有條件:
  - (i) 血液培養檢驗對感染性微生物的存在呈陽性反應;
  - (ii) 因感染性心内膜炎而引致至少中度心瓣關閉不全(指反流分數 在20%或以上)或中度心瓣狹窄(指心瓣面積正常值只有30% 或以下);及
  - (iii) 感染性心内膜炎及心瓣的損傷程度必須由心臟「專科醫生」 「確診」。

#### 14. 肺動脈高血壓(原發性)

指因肺結構、肺功能或循環障礙引致肺動脈壓力病理性增高,造成右心室負荷過重及衰竭。肺動脈高壓必須已經造成永久性和不可逆轉的體力活動能力受限,心臟功能損害達到美國紐約心臟病學會心功能分級4級\*或以上。必須由「專科醫生」通過心導管檢查「確診」。必須由「專科醫生」透過心臟導管檢查之資料「確診」並符合以下所有條件:

- (i) 肺動脈平均壓力> 40mmHG;
- (ii) 肺血管循環阻力 > 3(mmHG/L) / 分鐘; 及
- (iii) 正常肺楔壓 < 15mmHg。

與肺病關聯的肺高壓、 慢性肺通氣不足、肺動脈 血管栓塞性疾病、 有關左邊心臟之疾病、左心病變及先天性心臟病並不在保障範圍之 內。

\*美國紐約心臟病學會心功能分級4級指病人已經接受藥物治療及調節飲食後仍然在日常生活活動中出現症狀‧而且在身體檢查及實驗室檢驗證實心室功能異常。

#### 15. 主動脈手術

經胸廓切開或剖腹實際進行修補或矯正主動脈瘤或主動脈阻塞、縮 窄或破裂的情況。本定義內主動脈指胸主動脈和腹主動脈·不包括 其分支。手術必須由「專科醫生」證實為有「醫療必需」的。 手術治療主動脈周圍分支的血管病·即使手術過程中主動脈的一部 分被移除不在保障範圍內。利用微創手術或動脈穿刺技術進行的手 術不在保障範圍內。

# 組別D - 神經系統「疾病」

#### 16. 亞爾茲默氏病

在首次「確診」及索償「有效保障」時 · 「受保人」必須為七十歲或以下 · 阿滋海默症是一種進行性腦變性疾病 · 表現為瀰漫性大腦皮質萎縮並具有特徵性組織病理學改變 ·

必須由神經科「專科醫生」「確診」、並符合以下所有條件:

- (i) 不可逆轉的永久性腦功能衰退;
- (ii) 由標準測試證實因亞爾茲默氏病導致明顯的認知功能損害;
- (iii) 由磁力共振掃瞄或電腦掃瞄證實存在大腦皮層瀰漫性萎縮,而 腦腫瘤或血栓等其它病變不在保障範圍內;及
- (iv) 「受保人」必須連續不少於一百八十日無法在沒有他人協助的情況下完成最少三項「日常活動」。

其他精神錯亂腦功能失調及精神病都不受保障。因濫用酒精或藥物 引致之痴呆並不在保障範圍之內。

#### 17. 肌萎縮性脊髓側索硬化症

有肌肉無力及萎縮為特徵·並有以下情況作為證明:脊髓前角細胞功能失調、可見的肌肉顫動、痙攣、過度活躍之深層肌腱反射和外部足底反射、影響皮質脊髓束、構音障礙及吞咽困難。必須由神經「專科醫生」以適當的神經肌肉檢查如肌電圖(Electromyogram)「確診」。情況必須達至「受保人」嚴重的生理性功能損害及永久性無法完成最少三項「日常活動」作為證明。

#### 18. 植物人

指腦皮質廣泛壞死·惟腦幹仍保持完整。有關診斷必須由神經科「專科醫生」「確診」而損壞性質屬永久性的·且此狀態須已持續最少三十日。

#### 19. 細菌性腦膜炎

細菌感染導致覆蓋腦或脊髓的腦脊膜炎症,並造成永久性神經損害。「確診」必須有腦脊液培養陽性結果證實及由神經科「專科醫生」證明永久性神經損害已持續最少三十日。

#### 20 腦部良性腫瘤

良性的腦部腫瘤,並且符合以下所有條件:

- (i) 腫瘤對生命構成威脅;
- (ii) 腫瘤對腦部造成損害;
- (iii) 腫瘤已經通過顱骨切開手術切除或如果腫瘤不能通過顱骨切開 手術切除·它已經導致會員在沒有協助的情況下·永久性失去 進行「日常活動」六項中最少三項的能力。此狀況須已持續最 少一百八十日·並得到神經科「專科醫生」的證明;及
- (iv) 必須由神經科「專科醫生」或神經外科「專科醫生」證明腫瘤 的存在,並且提供磁力共振、電腦掃瞄或其他可靠的影像技術 的報告為證明。

以下的情況不在保障範圍內:

- (i) 囊腫;
- (ii) 肉芽腫;
- (iii) 脈管畸形;
- (iv) 血腫;
- (v) 腦下垂體或脊椎腫瘤;及
- (vi) 腦膜瘤。

# 21. 昏迷

處於完全喪失知覺狀態·對所有外界的刺激或內部需求完全沒有反應,並須符合下列所有條件:

- (i) 格拉斯哥氏昏迷指數表3分;
- (ii) 須要使用生命維持系統最少連續九十六小時或以上;及
- (iii) 造成永久性神經損害·出現持續的臨床症狀連續最少三十日。 必須由「專科醫生」「確診」。由於酒精或濫用藥物引起的昏迷不 在保障範圍內。

# 22. 克雅二氏病

克雅二氏病是一種少見的致命性的腦組織海綿狀病變,症狀包括小腦功能障礙、嚴重進行性癡呆、不可控制的肌肉痙攣、手震及手足徐動症。必須由神經科「專科醫生」「確診」並提供腦電圖、腦脊液檢查結果以及電腦掃描和磁力共振影像掃描資料。

# 23. 腦炎

指腦部(包括大腦半球、腦幹或小腦)的嚴重發炎症。必須由神經科「專科醫生」「確診」證實已導致嚴重併發症且最少持續一百八十日·其中應包括永久性神經功能受損。因人類免疫力缺乏病毒(HIV)引致之腦炎並不在保障範圍之內。

# 24. 嚴重頭部創傷

由「意外」造成的頭部創傷導致嚴重的永久性神經損害·並且由創傷或受傷日起計已維持最少九十日。病情必須導致「受保人」在沒有他人協助的情況下·永久性和不可逆轉的失去進行最少三項「日常活動」的能力。

必須由神經科「專科醫生」「確診」並必須有掃瞄、磁力共振掃瞄 或其他可靠的造影證明。

#### 多發性硬化

是一種神經性腦組織的脫髓鞘疾病。必須由神經科「專科醫生」 「確診」證實為臨床定義的多發性硬化症。「確診」必須符合下列 所有條件:

- (i) 檢查必須明確「確診」為多發性硬化症;
- (ii) 連續最少一百八十天反復發作之神經性損害涉及視覺神經、腦 幹、脊髓、協調或感官功能的任何功能缺損組合;及
- (iii) 必須有清楚記錄的病歷顯示以上病徵或神經性損害的惡化及緩 解的情況。

因紅斑性狼瘡 (SLE) 及人類免疫力缺乏病毒(HIV)引致之神經性損害並不在保障範圍之內。

#### 25. 肌營養不良症

肌營養不良症是一組遺傳性肌肉變性病變,特徵為不涉及神經系統的肌肉無力和肌肉萎縮。必須由神經科「專科醫生」「確診」及符合以下所有條件:

- (i) 病情必須導致「受保人」出現神經功能損害・永久性不可逆轉的喪失在室內房間之間平地行走能力;
- (ii) 臨床檢驗包括:無官感神經紊亂、正常腦脊液及輕微腱反射的 減退:
- (iii) 經適當的神經肌肉檢查例如肌電圖檢查證實;及
- (iv) 經肌肉活組織檢查證實。

# 26. 癱瘓

因脊髓或腦部「損傷」或疾病導致完全及不可逆轉性喪失兩個或以上的肢體功能。肢體定義為完整的上肢(包括上臂和前臂)或下肢(包括大腿和小腿)。

有關之功能損失必須由神經科「專科醫生」確定為永久及已持續最少一百八十日。 因自殘、部分癱瘓、病毒感染後暫時性癱瘓或因心理因素引致的癱瘓並不在保障範圍之內。

#### 27. 柏金遜症

在首次「確診」及索償「有效保障」時 · 「受保人」必須為七十歳或以下。

一種緩慢進行性中樞神經系統變性疾病·是由於腦實質某區域神經元變性引起腦內部分區域多巴胺水準下降而導致的。柏金遜症必須由神經科「專科醫生」「確診」並且符合下列所有條件:

- (i) 症狀無法用藥物控制;
- (ii) 呈進行性及永久性神經損害徵兆;及
- (iii) 「受保人」連續最少一百八十日無法在沒有他人協助的情況下 進行最少三項「日常活動」。

其他任何類型的柏金遜綜合症並不在保障範圍之內。

#### 28. 脊髓灰質炎

由神經科「專科醫生」「確診」受脊髓灰質炎病毒的感染而導致癱 痪、出現運動功能障礙或呼吸功能損害。此症狀表現必須已記存在 醫學文件證明並持續出現最少九十日。而不涉及癱瘓的個案則不在 保障範圍之內。其他任何因素形成的癱瘓並不在保障範圍之內。

#### 29. 原發性側索硬化

大腦皮質運動神經元進行性變性病症·引致以上運動神經元(受損)為基礎的廣泛性無力。臨床特徵為肢體進行性強直性無力·伴有發音障礙和吞嚥困難·顯示皮質脊髓束和皮質延髓束受損。必須由註冊神經科「專科醫生」「確診」·並有適當的神經肌肉檢查(如肌電圖)證實。

30. 進行性延髓麻痺 指由顱神經和皮質延髓束受損導致頭部癱瘓、咀嚼、吞嚥與說話困難,持續性脊髓神經及腦內運動中樞受損,肢體出現強直性肌無力及肌肉萎縮。必須由神經科「專科醫生」「確診」為進行性病變並已導致永久性神經系統受損,並有適當的神經肌肉檢查(如肌電圖)證實。「受保人」必須永久性無法在沒有他人協助的情況下進行最少三項「日常活動」。此症狀表現必須已記存在醫學文件證明並持續出現最少九十日。

#### 31. 嚴重重肌無力症

是指一種引致神經肌肉傳遞障礙之後天免疫性疾病,並導致波動性 之肌無力及容易疲勞,必須須符合下列所有條件:

- (i) 永久出現肌無力·並根據下列按美國重症肌無力基金會的臨床分類 (Myasthenia Gravis Foundation of America Clinical Classification) 界定為第IV 或 V 級;及
- (ii) 重症肌無力的「確診」必須由神經科「專科醫生」確定。

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

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

第Ⅱ級 : 任何程度之眼部肌肉無力·及其他部位之輕度肌肉無力。 第Ⅲ級 : 任何程度之眼部肌肉無力·及其他部位之中度肌肉無力。 第Ⅳ級: 任何程度之眼部肌肉無力·及其他部位之嚴重肌肉無力。 第Ⅴ級: 需要插管以維持氣管暢通。

32. 脊髓性肌萎缩症

脊髓前角細胞和腦幹運動核的變性病症。以肢體(尤其下肢)近端 肌肉無力和萎縮為特徵·進而延展至肢體遠端肌肉。必須由神經科 「專科醫生」「確診」·並有適當的神經肌肉檢查(如肌電圖)證 實。

#### 33. 中風

因腦血管的梗塞、出血或因顱外原因的栓塞而導致不可治癒的腦細胞死亡的任何腦血管疾病。此「確診」必須符合以下所有條件: (i)必須由神經科「專科醫生」證明永久性神經損害由事故發生後持續至少九十日;及(ii)磁力共振或電腦掃描的報告或其他可靠的影像技術證明此為新「確診」的中風事故。下列所有項目均不在保障之內:

- (i) 短暫性腦缺血發作;
- (ii) 由「意外」、「損傷」、感染、血管炎或其他炎症性疾病引起的腦部損害:
- (iii) 因血管病引起之眼部問題·包括視覺神經或視網膜梗塞;
- (iv) 前庭系統的缺血性功能障礙;
- (v) 由造影檢查發現之無症狀性中風;或
- (vi) 腔隙性梗塞。

# 34. 結膜性腦膜炎

因結核桿菌而引致之腦膜炎,導致永久性神經受損及必須由神經科「專科醫生」「確診」。

#### 組別E-其他主要「疾病」

# 35. 再生障礙性貧血

是指不可逆轉的骨髓功能衰竭導致的貧血、中性粒細胞減少和血小板減少。再生障礙性貧血必須由血科「專科醫生」基於骨髓穿刺細胞檢查「確診」。

血象檢查必須符合下列三項條件中的兩項:

- (i) 中性粒細胞絕對計數相等或低於 500/mm³;
- (ii) 網纖紅細胞絕對計數相等或低於20,000/mm³;及
- (iii) 血小板計數相等或低於20,000/mm3。

# 36. 失明

因患病或「意外」導致的永久性雙目完全失去視力。必須由眼科 「專科醫生」基於骨髓穿刺細胞檢查「確診」。

如一般的醫療建議認為儀器或植入手術可以恢復完全或部分視力· 則不在保障範圍內。

## 37. 慢性腎上腺功能不全(愛狄信病)

因自體免疫機制失調,令腎上腺逐漸受破壞,需要終生接受糖皮質激素及礦皮質激素代替療法。有關失調必須經內分泌「專科醫生」透過以下測試證實:

- (i) 促腎上腺皮質激素 (ACTH) 刺激測試;
- (ii) 胰島素誘發低血糖測試;
- (iii) 血漿促腎上腺皮質激素 (ACTH) 水平測量;及
- (iv) 血漿腎素活動 (PRA) 水平測量。

保障範圍只包括由自體免疫機制引起的原發性腎上腺功能不全·所有其他原因引起腎上腺功能不全並不包括在內。

#### 38. 失聰

因患病或「意外」導致雙耳完全及不可逆轉地失去聽覺。必須由 耳、鼻、喉科「專科醫生」通過進行聽力及聲域測試「確診」。如 一般的醫療意見認為助聽器、儀器或植入裝置可以恢復部分或全部 的聽覺.則不在保障範圍內。

#### 39. 伊波拉病毒

「確診」由伊波拉病毒感染導致的病毒性出血熱 · 且出現不受控制的出血徵狀以及血管崩潰 · 在「確診」為伊波拉病毒感染時 · 沒有有效的治療措施 · 診斷必須由「專科醫生」「確診」及必須通過從血液中分離出病毒或進行抗體測試確認 ·

#### 40. 象皮病

末期絲蟲病,其特徵為身體受感染組織部位(腱部、生殖器官或乳房)因淋巴管受絲蟲堵塞而明顯地增大或變形。象皮病必須由適當的「專科醫生」「確診」患有永久性淋巴堵塞,及同時經化驗證實循環性絲蟲病原或微絲蚴血液塗片確認(班氏吳策絲蟲或馬來絲蟲)。其他淋巴水腫或急性淋巴管炎並不在保障範圍之內。

#### 41. 因輸血而感染人類免疫力缺乏病毒

「受保人」感染人類免疫力缺乏病毒 (HIV), 並符合下列所有條件:

- (i) 感染由於輸血引起·且導致感染的輸血日期在保單首次生效日 之後:
- (ii) 提供輸血的單位承認責任或者法院終審庭裁定此醫療責任·而且不准上訴;及
- (iii) 「受保人」並非血友病患者。

如果醫學上出現能夠治癒愛滋病或人類免疫力缺乏病毒的方法,或 者出現能夠預防愛滋病的方法,本保障將不再適用。

由於其他方式導致的感染‧包括經性行為或靜脈注射藥物導致的感染均不在保障範圍內。「本公司」有權取得「受保人」任何的血液 樣本‧並且使用該血液樣本進行獨立測試。

#### 42. 喪失獨立能力

在首次「確診」及索償「有效保障」時 · 「受保人」必須為十八歲或以上至七十歲或以下。

經「專科醫生」「確診」為永久無法完成任何三項「日常活動」 (無論有否使用機械設備·特殊裝置或專為殘疾人士而設的其他輔助和調整設備)·並已持續最少六個月。

因精神或心理因素導致之喪失獨立能力並不在保障範圍內。若「受保人」己在組別A至組別E的任何一項受保主要「疾病」在本保單接受過任何賠償・則不會因此「確診」喪失獨立能力而獲得保障。

#### 43. 失朋

因患病或「意外」導致於腕骨或踝骨部位或以上之兩肢或以上肢體 完全切斷。必須由「專科醫生」「確診」失肢。

# 44. 喪失說話能力

完全及不可治癒地失去說話能力並持續三百六十五日或以上。必須 由耳、鼻、喉「專科醫生」「確診」及提供醫學證明及確認聲帶器 質性「損傷」或患病。有關喪失說話能力將不可能由醫學方法根 治。如一般的醫療意見認為任何的輔助、儀器、治療或植入裝置可 以恢復部分或全部的語言能力,則不在保障範圍內。 因精神或心理 因素導致之喪失說話能力並不在保障範圍內。

## 45. 嚴重燒傷

「受保人」身體皮膚面積最少達百分之二十(20%)以上受到三級燒傷。燒傷面積根據九分法或體表面積表 (Lund and Browder Body Surface Chart)來量度並必須由「專科醫生」「確診」。

- **46. 壞死性筋膜炎** 必須由「專科醫生」「確診」壞死性筋膜炎。必須符合以下所有條件:
  - (i) 符合一般壞死性筋膜炎的臨床標準;
  - (ii) 所識別的細菌是引致壞死性筋膜炎的原因;及(iii)廣泛性肌肉及軟組織損壞並導致受感染部位完全及永久性功能喪失。

#### 47. 因職業而感染人類免疫力缺乏病毒

由於下列原因感染人類免疫力缺乏病毒 (HIV):

- i) 「受保人」在其常規職業工作過程中受「損傷」引起;或
- (ii) 職業須要處理血液或者其他體液。

有效的賠償必須符合以下所有條件:

- (i) 感染必須是在「受保人」正在從事的職業工作時發生·該職業 必須屬於以下列表內的職業;
- (ii) 必須在該「意外」中牽涉有確切來源的受感染的人類免疫力缺 乏病毒 (HIV) 體液:
- (iii) 必須在該「意外」當日起計三十天內將引致人類免疫力缺乏病 毒 (HIV) 感染的「意外」向「本公司」報告;及
- (iv) 「受保人」必須證明人類免疫力缺乏病毒 (HIV) 之抗體呈陰性 反應而在該「意外」發生後一百八十日內轉變為陽性。之血清 轉變證明。該證明必須包括「意外」發生後五日內所做的人類 免疫力缺乏病毒 (HIV) 抗體測試呈陰性反應的結果。

只有下列之職業在受保範圍之內:

- (i) 醫生及牙科醫生;
- (ii) 護士;
- (iii) 實驗室工作人員;
- (iv) 醫院內輔助工作人員;
- (v) 醫生及牙科醫生助理;
- (vi) 救護員;
- (vii) 助產士;
- (viii) 消防員;
- (ix) 警察;或
- (x) 監獄丁作人員。

如果醫學上出現能夠治癒愛滋病或人類免疫力缺乏病毒的方法,或者出現能夠預防愛滋病的方法,本保障將不再適用。由於其他方式導致的感染,包括經性行為或靜脈注射藥物導致的感染均不在保障範圍內。「本公司」有權取得「受保人」任何的血液樣本,並且使用該血液樣本進行獨立測試。

#### 48. 嚴重克隆氏症

一種慢性、全壁式的發炎症性腸道失調。必須符合以下所有條件:

- 此病必須引致以下至少一項之併發症:
  - a) 陽道瘺管形成(肛瘺除外)
  - b) 陽道堵塞
- c) 腸道穿孔(由介入因素引起的除外)
- (ii) 徵狀持續出現且必須服用藥物控制病情持續最少三百六十五 日:
- (iii) 已確實進行整個或部分腸道切除手術;及
- (iv) 必須由腸胃科「專科醫生」基於病理組織上之特徵進行「確診」、且有病理學報告及/或乙狀腸鏡檢查或大腸鏡檢查之證明。

若「受保人」己就嚴重克隆氏症「疾病」在本保單接受過任何賠償,則不會因「確診」任何與腸道有關之癌症而獲得保障。

#### 49. 嚴重類風濕性關節炎

因嚴重類風濕關節炎·而導致廣泛性的關節受損·且在下列關節中 有三個或以上出現嚴重畸形:

- (i) 手指關節
- (ii) 腕關節
- (iii) 肘關節
- (iv) 頸椎關節
- (vii) 踝關節

必須由「專科醫生」「確診」並必須符合以下所有條件:

- (i) 美國類風濕病理學院 (The American College of Rheumatology) 的診斷標準:
- (ii) 永久不能在沒有他人協助的情況下進行最少兩項「日常活動」:及
- (iii) 以上所有狀況持續最少一百八十日。

#### 50. 嚴重潰瘍性結腸炎

急性且強烈的潰瘍性結腸炎·並出現危及性命之電解質失調。必須符合以下所有條件:

- (i) 整條大腸均受影響且有嚴重帶血之腹瀉;
- (ii) 已確實進行結腸切除及直腸切除手術;及
- (iii) 必須由腸胃科「專科醫生」基於病理組織上之特徵進行「確診」,且有病理學報告及/或乙狀腸鏡檢查或大腸鏡檢查之證 田。

若「受保人」己就嚴重潰瘍性結腸炎「疾病」在本保單接受過任何 賠償·則不會因「確診」任何與腸道有關之癌症而獲得保障。

### 51. 有狼瘡性腎炎的系統性紅斑狼瘡症

有狼瘡性腎炎的系統性紅斑狼瘡症為自體免疫性疾病,是由於病理性的自生抗體及免疫綜合體出現沉積,而導致身體組織及細胞受損。有狼瘡性腎炎的系統性紅斑狼瘡症必須由「專科醫生」根據以下所有條件「確診」:

- (i) 經臨床證實、最少有其中以下四項由美國類風濕病理學院(The American College of Rheumatology)建議的情況:
  - a) 頰皮疹
  - b) 盤狀疹
  - c) 光線敏感
  - d) 口腔潰瘍
  - e) 關節炎
  - f) 漿膜炎
  - g) 腎病
  - h) 白血球減少(<4,000微升);或 淋巴球減少(<1,500微升);或 溶血性貧血;或 血小板減少(<100,000微升)
  - i) 神經系統病
- (ii) 下列兩項或以上的測試呈陽性結果:
  - a) 抗細胞核抗體測試
  - b) 狼瘡細胞測試
  - c) 抗脱氧核糖核酸測試
  - d) 抗SM(史密夫IgG自體抗體)測試
- (iii) 有導致腎功能受損的狼瘡性腎炎,其中腎功能的肌酸肝清除率 必須為每分鐘三十毫升或以下。

#### 52. 末期危疾

在首次「確診」及索償「有效保障」時 · 「受保人」必須為七十歳或以下。

除了在此第四部分所定義之「疾病」外·「受保人」被「確診」其他疾病並將會因此而導致「受保人」於三百六十五日內死亡。「受保人」必須已不再接受任何積極性治療·惟緩解疼痛或其他舒緩性的措施則除外。必須由適當的「專科醫生」「確診」。

因感染人類免疫力缺乏病毒 (HIV) 感染導致之末期疾病不在保障範圍內。

若「受保人」己在組別A至組別E的任何一項受保主要「疾病」在本保單接受過任何賠償‧則不會因此「確診」末期危疾而獲得保障。

# 組別F - 早期「疾病」

「受保人」在首次「確診」組別F – 早期「疾病」時「年齡」必須為十八歳或以上才符合獲得「有效保障」。

#### 53. 乳房原位癌

指一組局部自行生長的惡性細胞群·而該細胞群並未侵襲正常組織。侵襲是指透過細胞基底膜對正常組織進行滲透及(或)活性的破壞。乳房原位癌的「確診」必須由組織病理學報告證實。臨床診斷不符合本保障的標準。

# 54. 子宫頸原位癌

指一組局部自行生長的惡性細胞群·而該細胞群並未侵襲正常組織。侵襲是指透過細胞基底膜對正常組織進行渗透及(或)活性的破壞。子宫頸原位癌的「確診」必須通過子宮頸圓錐切除活檢或通過陰道鏡進行子宮頸活組織檢查·取得固定組織·進行顯微鏡檢

查·診斷結果呈陽性。臨床診斷不符合本保障的標準。子宮頸上皮內贅瘤變異 (CIN) 分級內包括CIN-1、CIN-2及CIN-3(重度不典型增生但無原位癌)不在保障範圍內。

# 55. 子宫原位癌

指一組局部自行生長的惡性細胞群·而該細胞群並未侵襲正常組織。侵襲是指透過細胞基底膜對正常組織進行渗透及(或)活性的破壞。子宫原位癌的「確診」必須由組織病理學報告證實。臨床診斷不符合本保障的標準。腫瘤必須根據TNM分期方法被界定為TisNOMO或根據國際婦科聯合會(FIGO)方法被界定為FIGO 0。

#### 56. 卵巢原位癌

指一組局部自行生長的惡性細胞群,而該細胞群並未侵襲正常組織。侵襲是指透過細胞基底膜對正常組織進行渗透及(或)活性的破壞。卵巢原位癌的「確診」必須由組織病理學報告證實。臨床診斷不符合本保障的標準。腫瘤包膜必須完整,卵巢表面無腫瘤。腫瘤必須根據TNM分期方法被界定為T1aNOMO、T1bNOMO或根據國際婦科聯合會(FIGO)方法被界定為FIGO 1A、FIGO 1B。

#### 57. 輸卵管原位癌

指一組局部自行生長的惡性細胞群·而該細胞群並未侵襲正常組織。侵襲是指透過細胞基底膜對正常組織進行渗透及(或)活性的破壞。輸卵管原位癌的「確診」必須由組織病理學報告證實。臨床診斷不符合本保障的標準。本保障只限於輸卵管黏膜內的腫瘤。腫瘤必須根據TNM分期方法被界定為TisNOMO或根據國際婦科聯合會(FIGO)方法被界定為FIGO 0。

#### 58. 陰道原位癌

指一組局部自行生長的惡性細胞群·而該細胞群並未侵襲正常組織。侵襲是指透過細胞基底膜對正常組織進行渗透及(或)活性的破壞。陰道原位癌的「確診」必須由組織病理學報告證實。臨床診斷不符合本保障的標準。腫瘤必須根據TNM分期方法被界定為TisNOMO或根據據國際婦科聯合會(FIGO)方法被界定為FIGO 0。

# 59. 睾丸原位癌

指一組局部自行生長的惡性細胞群·而該細胞群並未侵襲正常組織。侵襲是指透過細胞基底膜對正常組織進行渗透及(或)活性的破壞。睾丸原位癌(精管內生殖細胞瘤)的「確診」必須由組織病理學報告證實。此保障只包括睪丸生殖細胞腫瘤。其他的睪丸腫瘤包括性索間質腫瘤(Leydig細胞)、支持細胞(Sertoli細胞)腫瘤及並非直接生長在睪丸組織內的腫瘤(附屬器腫瘤)一概不包括在此保障範圍內。

#### 60. 前列腺之初期癌症

指一組局部自行生長的惡性細胞群·而該細胞群並未侵襲正常組織。侵襲是指透過細胞基底膜對正常組織進行滲透及(或)活性的破壞。前列腺之初期癌症的「確診」必須由組織病理學報告證實。臨床診斷不符合本保障的標準。腫瘤必須根據TNM分期方法被界定為T1(a)或T1(b)。

# 61. 治療冠心病微創手術包括血管形成術

「受保人」確實已接受冠狀動脈球囊擴張血管形成術、動脈粥樣斑塊清除手術或激光治療法以糾正最少兩條主要冠狀動脈狹窄(不少於百分之五十(50%)狹窄)或一條主要冠狀動脈狹窄(不少於百分之七十五(75%)狹窄)。此兩條血管治療必須由「專科醫生」確認為有「醫療必需」用以舒緩對藥物治療沒有療效的活動能耐受限之徵狀或用以達到長期療效。

必須符合以下所有條件:

- (i) 症歷足以顯示「受保人」的病徵嚴重·如只接受藥物治療而不 接受介入性治療·活動能耐只局限於最低水平;及
- (ii) 以下所有之醫學證明:
  - a) 主診「專科醫生」之詳盡報告;
  - b) 心電圖有顯著及相關變化的證明 ( ST降低兩毫米或以 上 ) ; 及
  - c) 經血管造影術證明主要冠狀動脈狹窄的位置及程度。

#### 組別G - 青少年「疾病」

「受保人」在首次「確診」組別G – 青少年「疾病」時「年齡」必須為十七歳或以下才符合獲得「有效保障」。

#### 62. 甲型血友病及乙型血友病

「受保人」必須患上嚴重甲型血友病(缺乏VIII凝血因子)或嚴重乙型血友病(缺乏IX凝血因子)·而凝血因子VIII或凝血因子IX的活性水平少於一個百份比。必須由血液科「專科醫生」「確診」。

# 63. 胰島素依賴型糖尿病(一型糖尿病)

糖尿病即長期的高血糖症·是由胰島素分泌不足所導致。一型糖尿病的特徵為「受保人」必須依賴外來的胰島素以維持生命·此情況必須持續不少於一百八十日並由內分泌科「專科醫生」「確診」。

#### 64. 川崎氏病(附帶心臟併發症)

指一種急性、發熱的及多系統性的兒童病,其特徵為非化膿的頸部腺炎、皮膚及黏膜受損。必須由兒科或心臟科「專科醫生」「確診」並根據心臟超聲波掃瞄顯示有一條或以上的冠狀動脈(直徑最少為六毫米)持續擴張或形成冠狀動脈瘤,此情況於最初急性病發後必須持續出現一百八十日。

#### 65. 成骨不全症第三型

指一種遺傳病·其特徵為骨骼脆弱、骨質疏鬆及容易骨折。必須由 兒科「專科醫生」「確診」為成骨不全症第三型並符合以下列所有 條件:

- (i) 就成骨不全症第三型之「確診」進行的皮膚活組織檢查的測試 結果為陽性;
- (ii) X 光片結果顯示多處骨折及逐步脊柱後側凸畸形 (progressive kyphoscoliosis);及
- (iii) 兒科「專科醫生」為「受保人」進行身體檢查的結果顯示「受保人」因此疾病導致成長遲緩及聽力覺受損。

#### 66. 風濕性心瓣疾病

必須由兒科「專科醫生」根據已修訂的JONES標準「確診」患上急性 風濕熱。「本公司」只保障因風濕熱所導致一個或以上最少輕度心 瓣關閉不全的心瓣損害。有關診斷必須由心臟科「專科醫生」根據 心瓣功能的數量檢查證實。

# 67. 斯蒂爾病

一種幼年型慢性關節炎,須符合以下所有條件:

- (i) 因該病引致廣泛性關節破壞·以致需要進行體及膝關節置換;及
- (ii) 由風濕病「專科醫生」「確診」。

# 第五部份 – 一般不承保事項

本保單將不會承保因下列事故直接或間接引致之索償:

- 在「保單生效日」、「提升保障生效日」或保單復效日(較遲者為準)起計九十日內出現徵狀或被「確診」之「疾病」,因「意外」引致之「疾病」則除外;
- 任何「投保前己存在之傷疾」、除非已向「本公司」透露並已獲接納:
- 3. 在「受保人」出生時已存在或在其「年齡」為十八歲之前開始惡化 或已被「確診」之任何直接或間接有關於、誘發於先天性或遺傳性 失調之「疾病」(肌肉萎縮症除外);
- 4. 任何第二或三或期後所提出之索償沒有履行第三部份 保障條款 1(iv)所列明之五年「無癌症等候期」及/或一年「無癌症等候期」及/或一年等候期:
- 5. 任何沒有「醫療必須」或並非由「醫生」或「專科醫生」進行的醫療程序或治療:
- 6. 患上愛滋病 (AIDS)、愛滋病有關症狀或人類免疫力缺乏病毒 (HIV)、 於本保單第四部份 - 「疾病」的定義所列明的"因輸血而感染人類 免疫力缺乏病毒"及"因職業而感染人類免疫力缺乏病毒"除外;
- 7. 不論「受保人」是否在精神失常之情況下自殺、企圖自殺、自殘至 受傷或自願暴露於「疾病」中;
- 8. 受酒精或非由「醫生」處方之藥物所影響;

- 9. 「戰爭」、侵略、外敵入侵、敵對局面(不論正式宣戰與否)、「內戰」、叛亂、革命、暴亂、軍事政變或奪權行動、直接參與罷工、暴動或內亂或以任何方式參與「恐怖活動」;
- 10. 犯法或意圖犯法或拒捕或參與犯罪活動;
- 11. 飛行除非以繳費乘客身份乘坐由持牌商業航空公司營運的正式持牌 航機;
- 12. 參加任何形式的賽車;或參與職業體育活動或「受保人」可能或可以賺取收入或報酬的體育活動;或在海拔五千米以上進行高山遠足或水深四十米以下潛水;及
- 13. 任何由「網絡行為」引致的「意外」、「傷疾」、「疾病」及/或「損傷」。

#### 第六部份 - 一般條款

#### 1. 整體協議

本保單,包括所有「有關文件」,乃立約各方之間之整體協議。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」受權人員的批准並簽發批單作實,方始生效。為避免爭議,「有關文件」亦會組成續保合約的部份,除非收到「閣下」在續約時的通知,所有資料會於續保時被視為真確及有效。

# 2. 「年齢」及資格限制

在保單首次生效時、「受保人」的「年齡」必須介乎十五日至六十四歲之間(包括十五日及六十四歲)、可續保至七十五歲、所有保障將於「受保人」七十六歲生日之後首個「保單週年日」結束。「受保人」必須為「香港」市民或居民及持有有效之「香港」身份證明文件、且有永久住址及以「香港」為經常居住地。十八歲以下之「受保人」應持有有效之「香港」出世紙、而若「受保人」沒有有效之「香港」出世紙/身份證明文件、亦應持有家屬簽證。「受保人」不能持有多於一份「本公司」之蘇黎世「全護之選」危疾保險計劃。若「受保人」受保於多於一份該保險:

- a) 「受保人」將被視為只享有提供最高保障之保單;或
- b) 若保障額相同、「受保人」將被視為只享有最早由「本公司」 簽發之一份保單。在以上情況下、「本公司」將會從保單首次 生效日起計、向「閣下」退回所有已收妥之保費(不計利 息)。有關保單將被視為從未生效、而「本公司」將不就有關 保單向「閣下」負上任何責任。

# 3. 地域限制

本保單會提供全球性保障。

# 4. 現況改變

若申請表上提供予「本公司」之資料(不論口頭或書面上提供)有任何更改·「閣下」須負全責就有關更改通知「本公司」·否則「本公司」有權拒絕所有賠償或使其失效。

#### 5 吸煙習慣改績

若在「保險期」內·「受保人」之吸煙習慣由吸煙者改變成非吸煙者·「閣下」或「受保人」可通知「本公司」並提供尼古丁/可替丁(尼古丁代謝物)測試報告及有關醫療報告。「本公司」將保留權利在下一個續保日期更新保費資料。

若「受保人」於「保險期」內·吸煙習慣由非吸煙者改變成吸煙者·「閣下」或「受保人」必須通知「本公司」·「本公司」將保留權利在下一個續保日期按照年齡及吸煙狀況更新保費資料。

# 6. 索償手續

(i) 索償通知

如發生可根據本保單索償之任何事件,「閣下」或「受保人」 必須盡快及在「確診」後三十日內向「本公司」遞交通知書及 所有可提供之資料,否則索償無效,除非「受保人」可證明於 當時情況下確實無法發出通知則例外。

- (ii) 損失證明「閣下」或「受保人」必須提供之證明包括:
  - a) 由適當的「醫生」或「專科醫生」所提供之證明以支持 「本公司」作出賠償;
  - b) 確實之醫療調查·包括但不限於臨床上、造影上、病理學 上及實驗室證明;

- c) 在「損傷」或「疾病」治療完成後三十日內·必須提交由 「本公司」提供並已填妥之有關索償表格;及
- d) 如果有關「疾病」需要進行外科手術·有關手術必須為 「醫療必需」。

「本公司」在收到滿意證明之前將不須對任何事件負責。申索 人將提供由「醫生」簽發之資料、協助、文件及醫療報告,且 由申索人負責任何獲得有關資料之費用。

#### (iii) 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」概不會就任何「疾病」出現後 滿三百六十五日方提出之有關索償支付賠償。

# (iv) 醫療報告

在適當及合理情況下,「本公司」將有權以自費形式在索償申請進行期間委派獨立的醫務核驗人員替「受保人」進行驗身。倘若「受保人」去世,「本公司」可在法律容許及充份的通知情況下在火化或埋葬前列明時間及地點要求進行驗屍。

#### 7. 支付索償

本保單之所有索價將以港元支付及將在收到所有必須之證明後支付 予「受保人」。若「受保人」在獲得賠償時「年齡」不足十八歲, 有關索價將會支付「閣下」。若「受保人」已身故,索價則會支付 予「受保人」之遺產承繼人。

# 8. 虛報「年齡」或性別

若「受保人」錯誤申報「年齡」或性別·必須補按正確「年齡」回或獲退回保費之差額。若「受保人」誤報「年齡」及若根據正確「年齡」·本保單本應無效·或本保單在接受保費前應已停止生效·「本公司」則只會退回保費而不負上任可保障責任。

# 9. 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、拒絕或待定投保申請。
- (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) 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)天內把有關賠償償還「本公司」。

# 10. 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脈,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「年齢」自動調整。

#### 11. 寬限期

在首期保費後·「本公司」將於每次保費到期後給予「閣下」三十一日寬限期。在寬限期內·本保單仍維持生效·如於寬限期屆滿後保費尚未繳清·本保單將於欠繳保費之日期起被視為逾時失效。

#### 12. 重訂保單

若「閣下」因欠繳保費而導致「本公司」宣佈保單逾時失效·惟事後「閣下」向「本公司」提交令「本公司」滿意之重訂申請書·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」於重訂日後起計三十日後開始患上之「疾病」及之後出現之病徵。

#### 13. 保障改變

「閣下」可於「保單週年日」前三十日提交書面申請更改或「提升」保障。申請必須連同健康聲明遞交予「本公司」‧詳列「閣下」或「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(以「提升」部份保障為準)。任何「本公司」接受之更改皆會在下一個保單續期日生效。

若「受保人」向「本公司」提供書面申請時或之前已出現病徵或正在或將會接受「醫生」之咨詢、診症、治療或醫療意見、或正接受處方藥物,就有關「疾病」之保障,將以更改保障申請前或後之較低保障為準。

#### 14. 保單續保

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。

# 15. 「受保人」取消保單

「閣下」可於三十日前向「本公司」提出書面通知以取消此保單·如在該「保單生效日」至取消保單生效日(保障期)期間無索償紀錄·「閣下」已繳交之全年但未到期之保費將根據下列適用之比率計算扣減並退還·但在任何情況下不可低於「本公司」慣常收取之最低保費。如保單以月繳方式繳付全年保費·「本公司」亦有權按以下比率向「閣下」收取餘下之全年保費:

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. 保障終結

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:

(i) 「受保人」不再符合第六部份 – 一般條款 第二項 – 「年齡」及 資格限制;

- (ii) 根據第六部份—一般條款第九項 失實陳述·漏報或欺詐之情
- (iii) 根據第六部份-一般條款第十一項-寬限期所述之保費到期日;
- (iv) 根據第六部份-一般條款第十五項 「受保人」取消保單之情
- 「保單週年日」前一日·除非已同意續保; (v)
- (vi) 當組別A至組別E內三個主要「疾病」已獲得賠償之日子;
- (vii) 當組別E內第四十三項 喪失獨立能力或第五十三項 末期危 疾已獲得「有效保障」賠償之日子;
- (viii) 「受保人」身故之日;或
- (ix) 「本公司」決定終止此保單之日。

當「本公司」決定終止此保單、「本公司」將在三十日前向「閣 下」提供書面通知。有關之郵寄通知書應被視為足夠之通知證明。 在通知內之保單終止時間或保單終止之有效日期和時間應被視為本 保單之終結。在任何情況下「本公司」均不會透露有關終止之原 因。在保障終止時、若在有關取消保單生效日至該「保險期」最後 一天的期間沒有任何索償,未用或棄保之保費會按比例被退還。 在保障終止後、任何由「本公司」收取之有關保費將不對「本公 司」構成任何責任・惟「本公司」亦會退還所收保費。

#### 17. 筆誤

「本公司」的筆誤不會令生效之保單因而失效,或令失效之保單因 而生效。

#### 18. 法律訴訟

根據本保單規定,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,「閣下」及「受保人」亦不得在 「本公司」要求其提供索償證明之指定時限期屆滿一年後提出訴 訟。

# 19. 代位權

「本公司」有權自費以「閣下」或「受保人」名義對任何有可能需 要為導致索償之承保事件負責之第三者進行追討。

#### 20. 替代性爭議解決方案

如有任何關乎本保單之爭議出現,爭議各方可根據「香港」司法機 構為民事調解所訂立及爭議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》及不時生效之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之狀況或結果,如「本公司」否 認或否決本保單之任何賠償責任,而「閣下」並未能於「本公司」 所發出之通知十二個月內按以上規定展開仲裁,「閣下」之賠償申 請即被視作已被撤回或放棄,並且不能根據本保單再次進行追討。

#### 21. 遵從保單條款

如違反本保單任何條款,所有就本保單提出之索償均告無效。

#### 22. 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」之專有 司法裁判權。

#### 23. 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。

以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。

此保單分別有英文版本及中文版本,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,均以英文版本為準。

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