

# HealerProtector Medical Protection Insurance Policy

This policy is a legal document and should be kept in a safe place. Please read this policy carefully and promptly request for any necessary amendments. If there is any change in the information provided on *your* enrolment form (regardless verbally, in written format or digital format), please inform *us* of the changes immediately.

If the *policyholder or you* are not satisfied with this policy, the *policyholder* has the right to cancel this policy by giving notice in writing with signature of the *policyholder* and return the policy to *us* within 14 days from the delivery of this policy document, provided that *you* have not made any claim to the policy, *we* will refund all the premiums the *policyholder* has paid without interest.

You are insured under this policy subject to payment of premium, and compliance to the terms and conditions as stated in this policy.

# Here is a guide to your HealerProtector Medical Protection Insurance Policy

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# Your benefit

#### List of covered critical illness

Here is the list of critical illnesses covered in this policy.

Please refer to "Definition of critical illness" on the meaning and diagnosis of a covered critical illness in the policy.

Early-stage critical illnesses	Major Critical illnesses
1. Carcinoma-in-situ	1. Cancer
2. Early-stage cancer	2. Stroke
Coronary artery disease requiring angioplasty and other invasive	3. Heart attack
treatments	4. Kidney failure
Juvenile illnesses (if you are aged below 18)	
Autism spectrum disorder ("ASD")	6. Cerebral palsy
2. Severe level dyslexia	7. Osteogenesis imperfecta (Type III)
Attention deficit hyperactivity disorder ("ADHD")	8. Severe hemophilia A and B
Intellectual impairment due to sickness and/or accidental bodily injury	Hand, foot and mouth diseases with severe (life threatening)     complications
5. Severe asthma	10. Critical congenital heart defects

#### **Benefit limits**

Please refer to *lifetime limit* stated in the "Cover and plan level" on the *schedule*, and *you* can find the respective "per *covered critical illness* limit" in the table below. In no event *our* aggregate payment under this policy shall exceed 100% of the *lifetime limit* stated and the policy shall cease when we have paid 100% *lifetime limit* to *you*.

Lifetime limit (HKD)	2,000,000	4,000,000	6,000,000
Per covered critical illness limit (HKD)	500,000	1,000,000	1,500,000
Including sublimit on the following expenses:			
(f) Complementary treatment expenses	one visit per day, 50,000 per covered critical illness.		
(g) Cancer genomic profiling test	50,000 per "covered cancer"		
(h) Cancer screening test for immediate family member	5,000 per person, maximum two immediate family member		

#### **Benefit conditions**

- 1. Each covered critical illness is entitled to one "Per covered critical illness limit". If you are diagnosed with the same covered critical illness for more than one time, they will be counted as one and all relating medical expenses covered in the policy (for the avoidance of doubt this shall mean the policy together with all renewed and reinstated policies) will be under one "Per covered critical illness limit".
- 2. If you are diagnosed with Carcinoma-in-situ, Early-stage Cancer or Cancer (collectively "covered cancer" in the policy) under the covered critical illness, we will consider each diagnosis a single covered critical illness, provided that you must submit a written confirmation by your treating specialist, based upon specific evidence, radiological, clinical, histological and/or laboratory evidence, each diagnosis is an individual event and not relating to any of the previous diagnosis.
- 3. If an early-stage critical illness has been first diagnosed and a major critical illness directly relating to such early-stage critical illness is subsequently diagnosed within 45 days, we will consider the two corelated diagnoses as one covered critical illness and share one "Per covered critical illness limit".
- 4. If you are diagnosed with more than one of the neurodevelopment disorders under Juvenile Illnesses in this policy (namely ASD, Severe Level Dyslexia and ADHD), we will consider these co-existing diagnosis as one covered critical illness and share one "Per covered critical illness limit".

# Type of medical expenses we cover

Medical expenses listed in item (a) to (h) below are fully covered (unless otherwise stated), subject to:

- 1. "Per covered critical illness limit" in the table above, with sublimit apply to item (f) to (h).
- 2. All medical treatments must be *medically necessary*, *you* must provide a written recommendation letter from *your* attending *medical practitioner*, with the reason(s) on such recommendation for the relevant treatment and/or consultation listed in item (a) to (h) below.
- 3. The medical expenses must be reasonable and customary charges and directly relating to the covered critical illness.

#### (a) Diagnostic testing expenses

Cover the diagnostic tests cost for the purpose to confirm positive diagnosis of a covered critical illness, subject to the following conditions:

- (i) The tests must be carried out on an out-patient setting.
- (ii) We will not pay for any tests costs if the final diagnosis is not one of the covered critical illness.
- (iii) We will pay the costs for a maximum of 2 tests for the diagnosis of Autism spectrum disorder, or Severe Level Dyslexia or Attention deficit hyperactivity disorder under Juvenile Illness.

#### (b) Non-surgical cancer treatment

If you are diagnosed with "covered cancer" under the covered critical illness and on the recommendation of your attending medical practitioner, you need to undergo the following cancer treatment:

- Radiotherapy (including but not limited to proton therapy)
- Chemotherapy
- Targeted therapy
- Immunotherapy

- Hormonal therapy
- Cyberknife
- Gamma knife

We will cover the medical expenses for:

- (i) Pre-treatment consultation on an out-patient setting within 30 days before the first cancer treatment.
- (ii) the costs for the cancer treatment and its related costs directly from such treatment.
- (iii) Post-treatment consultation on an out-patient setting within 90 days after the final cancer treatment.

#### (c) Surgical treatment for covered critical illness

If you are diagnosed with a covered critical illness and need to undergo surgical operation, we will cover the medical expenses for:

- Pre-surgery consultation on an out-patient setting within 30 days before the hospital confinement (or the date of surgical operation if hospital confinement is not required).
- (ii) In-patient hospitalization and surgical operation costs for treatment of a covered critical illness. Such costs are fully covered if the confinement room type is semi-private room or below. If the confinement room type is above semi-private room, we will only pay 50% of the in-patient hospitalization and surgical operation costs submitted for claim.
- (iii) If the surgical operation is not necessarily required hospital confinement and can be done in the day patient unit of a hospital, or in the clinic or office of a *medical practitioner* or a *specialist*, or in the outpatient department or emergency treatment room of a hospital, the medical expenses incurred in such setting are covered.
- (iv) Post-surgery consultation and/or treatment on an out-patient setting within 90 days after discharge from the hospital (or the date of surgical operation if hospital confinement is not required).

#### (d) Home nursing benefit

If after the treatments you have received in item (c), you need the assistance from a qualified nurse for specialized care service received at home upon discharged from the hospital, the policy will pay for the service cost charged by the qualified nurse within 30 days after you are discharged from the hospital.

#### (e) Care and monitoring

After completion of the treatments you have received in item (b) and/or (c) for a covered Major Critical Illness, the policy will cover the *medically necessary* out-patient consultations and prescribed diagnostic tests for the sole purpose of monitoring the response to the treatment and progress of recovery. This benefit is payable for a maximum of 5 years after the completion of treatment, subject to the policy being continuously renewed.

#### (f) Complementary treatment expenses

Upon diagnosis of any one of the covered critical illness, the policy will cover the treatment and consultation cost from:

- Traditional Chinese medicine treatment
- Traditional Chinese medicine acupuncture treatment
- Physiotherapy
- Speech therapy

- Occupational therapy
- Dietician consultation
- Chiropractic treatment
- Psychological counselling

Besides the above, the below treatment and consultation costs are applicable to juvenile illness Upon diagnosis of any one of the juvenile illness, the policy will cover the treatment and consultation cost from:

- Pediatrician
- **Psychiatrist**

- Educational psychologist
- Play therapist

Any consultation cost, treatment and expenses for the purpose of investigation or making a diagnosis is not covered in this section (e).

Section (g) and (h) below are only applicable to the diagnosis of "covered caner".

#### Cancer genomic profiling test

The policy will cover for the cost if your attending medical practitioner recommended you undergo the cancer genomic profiling test after you are diagnosed with a "covered cancer".

#### Cancer screening test for your immediate family member

If you are diagnosed with a "covered cancer", the policy will cover the cost of cancer screening test for two of your immediate family members.

#### Important periods and dates you need to pay attention to:

- There is 90 days waiting period to the policy. This means that we will not pay for any covered critical illness that the signs or symptoms or the diagnosis of the covered critical illness occurred within the first 90 days after the first effective date of the policy (This condition does not apply to unborn baby covered in point 1 in "Eligibility and Age Limit" below). This waiting period will apply again if you upgrade your sum insured or reinstate the policy during any policy period. The 90 days will be counted from the upgrade effective date or reinstatement date, whichever is later.
- If an early-stage critical illness has been first diagnosed and a major critical illness directly relating to such early-stage critical illness is subsequently diagnosed within 45 days, we will consider the two corelated diagnoses as one covered critical illness and share one "Per covered critical illness limit".
- On the happening of any event which may give rise to a claim under this policy, you shall give notice to us by completing our claim form with all available documents within 30 days from the date of diagnosis.
- Proof of loss must be submitted to us within 180 days from the date of issuance of our receipt of the claim form.
- We will not be liable to assess and pay any claim that is submit after 12 months of the first diagnosis of the covered critical illness.

#### Eligibility and age limit

- Unborn baby, provided that:
  - at the time of enrolment to this policy, the mother of the unborn baby must be age between 18 to 45 years old and gestation between 22 weeks - 40 weeks:
  - the policyholder must submit the unborn baby's birth certificate to us within 30 days after the baby is born. Upon receipt of the information, we will issue an endorsement to the policyholder. If the policyholder fails to provide such document to us in the specific time, we may consider not to make any payment to your claim.

The benefits and coverage of an unborn baby shall start immediately after birth, and this policy is renewable up to the age of 85 years old.

- You must be an unborn baby as defined in point 1 above, or a person between 15 days and to 65 years old at the first effective date of the policy and this policy is renewable up to the age of 85 years old.
- You must be a Hong Kong citizen or resident in Hong Kong holding a valid Hong Kong Identity Card, with a residential address and live in Hong Kong as a usual country of residence. If you are under the age of 18 and do not have a Hong Kong Identity Card, you shall hold a valid Hong Kong Birth Certificate or proof of dependent visa.

# Definition of critical illness

The diagnosis of a covered critical illness must fulfill the meaning given below.

Early-stage		
critical	illnesses	

#### Meaning

1. Carcinoma-in-situ ("CIS")

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

Cervical Intraepithelial Neoplasia (CIN) classification including CIN-1, CIN-2 and CIN-3 (severe dysplasia without CIS) are specifically excluded.

The diagnosis of carcinoma-in-situ must be supported by a histopathological biopsy report and confirmed by a specialist in the relevant field.

2. Early-stage cancer

The presence of one of the following malignant conditions:

- Any tumor of the thyroid histologically classified as T1N0M0 according to the TNM Classification;
- Tumor of the prostate histologically classified as T1a or T1b according to the TNM Staging;
- Chronic lymphocytic leukemia classified as RAI Stage I or II; (iii) (iv) Metastatic Basal cell and Metastatic squamous skin cancer.

Premalignant lesions and conditions, unless listed above, are excluded.

The diagnosis of early-stage cancer must be supported by a histopathological biopsy report and confirmed by a specialist in the relevant field.

Coronary artery disease requiring angioplasty and other invasive treatments

The actual undergoing of angioplasty with stenting, balloon angioplasty, atherectomy or laser treatment to correct a narrowing of minimum of 50% stenosis of one or more major coronary arteries.

The treatment must be considered medically necessary by a specialist either

To relieve exercise limiting symptomatology which is not responding adequately to medical therapy;

(ii) or in order to achieve a prognostic benefit.

Medical evidence shall include all of the following:

- (i) Full report from attending cardiologist;
- (ii) Evidence of significant and relevant ECG Changes (For example, ST segment depression); and
- (iii) Angiographic evidence to confirm the location and degree of stenosis of one or more major coronary

Major coronary arteries are defined as left main stem, left anterior descending, circumflex and right coronary artery.

The diagnosis and treatment must be confirmed by a specialist in cardiology.

# Major Critical illnesses

#### <u>Meaning</u>

1. Cancer

A malignant tumor characterized by progressive, uncontrolled growth, spread of malignant cells with invasion and destruction of normal and surrounding tissue.

The following are excluded:

- (i) any tumor which is histologically classified as pre-malignant, non-invasive, or carcinoma-in-situ, or as having either borderline malignancy or low malignant potential;
- (ii) any Cervical Intra-epithelial Neoplasia (CIN I, CIN II, or CIN III) or Cervical Squamous Intra-epithelial Lesion:
- (iii) Tumors of the ovary classified as T1aN0M0, T1bN0M0 or FIGO 1A, FIGO 1B;
- Prostate cancers which are histologically described as TNM Classification T1 (including T1a,T1b or T1c) or another equivalent or lesser classification;
- (v) Chronic lymphocytic leukemia less than RAI Stage 3;
- (vi) Papillary micro-carcinoma of the thyroid;
- (vii) Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification:
- (viii) All skin cancers, unless there is evidence of metastases or the tumor is a malignant melanoma.

The diagnosis of cancer must be supported by histological evidence of malignancy on a pathology report and confirmed by a *specialist* in the relevant field.

2. Stroke

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

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

The following are excluded:

- (i) Transient Ischemic Attacks;
- (ii) Brain damage due to an accident or injury, infection, vasculitis, and inflammatory disease;
- (iii) Vascular disease affecting the eye including infarction of the optic nerve or retina;
- (iv) Ischemic disorders of the vestibular system;
- (v) Asymptomatic silent stroke found on imaging; or
- (vi) Lacunar infarction.

The diagnosis must be confirmed by a Specialist in Neurology.

3. Heart attack

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

- (i) Typical clinical symptoms of myocardial infarction (for example, characteristic chest pain);
- (ii) New characteristic electrocardiographic (ECG) changes indicating myocardial infarction; and
- (iii) the elevation of the cardiac biomarkers, inclusive of CK-MB above the generally accepted normal laboratory levels, or Troponin T > 0.5ng/ml or Troponin I > 0.5ng/ml.

Angina is specifically excluded.

The diagnosis must be confirmed by a specialist in Cardiology.

4. Kidney failure

A definite diagnosis of chronic and irreversible failure of both kidneys to function, as a result of which regular hemodialysis, peritoneal dialysis or renal transplantation is initiated.

The diagnosis must be confirmed by a specialist in Nephrology.

# Juvenile illness

# **Meaning**

 Autism spectrum disorder ("ASD") Autism spectrum disorder ("ASD") is a neurodevelopment disorder. The diagnosis must be made with the diagnostic criteria for ASD according to Diagnostic and Statistical Manual of Mental Disorders (5th edition) ("DSM-5"), that *you* must have:

- (i) persistent deficits in social communication and social interaction across multiple contexts.
- ii) persistent deficits in Restricted, repetitive patterns of behavior, interests, or activities.
- (iii) Symptoms cause clinically significant impairment in social, occupational, or other important areas of current functioning.
- (iv) Relevant tests are done to rule out the symptoms are due to intellectual disability or developmental delay or mental disorder (e.g. Mood Disorder, Anxiety Disorder, Dissociative Disorder, or Personality Disorder).

Both below conditions must be met:

- (i) ASD diagnosed is in highest severity level that is requiring very substantial support in the following aspects:
  - Social communication: Severe deficits in verbal and nonverbal social communication skills cause severe impairments in functioning, very limited initiation of social interactions, and minimal response to social overtures from others.

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- Restricted, repetitive behavior: inflexibility of behavior, extreme difficulty coping with change, or other restricted/repetitive behaviors markedly interfere with functioning in all spheres. Great distress/difficulty changing focus or action.
- (ii) An intelligence quotient ("IQ") score below 50.

The diagnosis must be made after *your* sixth birthday, and the condition must have continued without interruption for a period of at least six months after diagnosis, and must be confirmed by a *specialist* in pediatric psychiatry.

If you are diagnosed with more than one of the neurodevelopment disorders under Juvenile Illnesses in this policy (namely ASD, Severe Level Dyslexia and ADHD), we will consider these co-existing diagnosis as one covered critical illness and share one "Per covered critical illness limit".

2. Severe Level Dyslexia

Severe Level Dyslexia is a neurodevelopment disorder. The diagnosis is based on the test results with relevant data in the psychological assessment report done by registered educational psychologist, which shows an average scaled score below four on the assessments below:

- (i) Literacy
- (ii) Digit Rapid Naming
- (iii) Phonological Memory
- (iv) Orthographic Knowledge
- (v) Phonological Awareness (for primary school students)
- (vi) Visual Perceptual Skills (for primary school students)
- (vii) Morphological Awareness (for secondary school students)

As a result of the above deficiency, at least four of the below special arrangements in school and public examinations are granted to *you*. *You* need to provide the supporting document from the school to certify such arrangements.

- (i) Extra Time allowance (at or more than 25% for written papers and 15% for multiple-choice).
- (ii) Special format of question papers such as one-side printing, enlarging the question papers.
- (iii) Special answer books such as providing answer sheets with wider spacing, circle or write the answers directly on the examination papers.
- (iv) Use of computer instead of writing due to illegible handwriting or extremely slow handwriting speed.
- (v) Use of screen reader.
- (vi) Use of speech-to-text software.

The diagnosis must be made after *your* sixth birthday, and the condition must have continued without interruption for a period of at least six months after diagnosis. All relevant tests results and assessment reports must be submitted to *us*, and the diagnosis must be confirmed by a registered educational psychologist.

If you are diagnosed with more than one of the neurodevelopment disorders under Juvenile Illnesses in this policy (namely ASD, Severe Level Dyslexia and ADHD), we will consider these co-existing diagnosis as one covered critical illness and share one "Per covered critical illness limit".

 Attention deficit hyperactivity disorder ("ADHD") Attention deficit hyperactivity disorder ("ADHD") is a neurodevelopment disorder. The diagnosis must be made with the diagnostic criteria for ADHD according to DSM-5, that *you* must:

- Show a persistent pattern on six or more symptoms of inattention and/or hyperactivity-impulsivity listed in the DSM-5 that have been present for at least six months.
- (ii) Several symptoms are present in two or more settings, such as at home, school or work; with friends or relatives; in other activities.
- (iii) There is clear evidence that the symptoms interfere with, or reduce the quality of, social, school, or work functioning.
- (iv) Relevant tests are done to rule out the symptoms are due to intellectual disability or developmental delay or mental disorder (e.g. Mood Disorder, Anxiety Disorder, Dissociative Disorder, or Personality Disorder).

Both below conditions must be met:

- ADHD diagnosed is in highest severity level that the symptoms identified to make the diagnosis are
  present and result in marked impairment in social or occupational (i.e. school) functioning.
- (ii) you are taking up to two prescribed medications for this condition.

The diagnosis must be made after *your* sixth birthday, and the condition must have continued without interruption for a period of at least six months after diagnosis, and must be confirmed by a *specialist* in pediatric psychiatry.

If you are diagnosed with more than one of the neurodevelopment disorders under Juvenile Illnesses in this policy (namely ASD, Severe Level Dyslexia and ADHD), we will consider these co-existing diagnosis as one covered critical illness and share one "Per covered critical illness limit".

4. Intellectual impairment due to sickness and/or accidental bodily injury

You sustain bodily injury in an accident or suffer from a sickness and resulting to intellectual impairment with sub-average general intellectual functioning and mental handicap in IQ rated below 70, and the condition has continued without interruption for a period of at least six consecutive months after diagnosis.

Intellectual impairment resulting from congenital illness(es) will be excluded.

The diagnosis of Intellectual Impairment must made after *your* sixth birthday and based on pediatric neuro-psychological assessment which correlate to the impairment observed is directly and independently due to accidental bodily injury or sickness, and confirmed by a *specialist* in Pediatric neuropsychology.

5. Severe asthma

At least three of the following criteria below must be met for the diagnosis of severe asthma:

- (i) history of status asthmaticus within the past two years;
- (ii) significant and continuous reduction in exercise tolerance;
- (iii) chest deformities resulting from chronic hyperinflation;
- (iv) the need for medically prescribed oxygen therapy at home;(v) continuous daily use of oral corticosteroids for a minimum period of at least six months.

The above must be confirmed by a *specialist* in pediatrics, with all the relating tests results, medical history and documents acceptable to *us*.

6. Cerebral Palsy

A definite diagnosis of a non-progressive neurological defect affecting muscle control that is caused by abnormal development in the immature brain. This defect is characterized by spasticity and incoordination of movements.

The diagnosis must be made before *your* sixth birthday, and must be confirmed a *specialist* in pediatric neurology.

 Osteogenesis Imperfecta (Type III) A genetic disorder characterized by brittle, osteoporotic, easily fractured bones. This diagnosis must be supported by all the following conditions:

- the result of skin biopsy is positive for diagnosis of Osteogenesis Imperfecta Type III; and
- (ii) the result of X-ray studies reveals multiple fractures of bones and progressive kyphoscoliosis; and
- (iii) the result of physical examination that *you* are suffer from growth retardation and hearing impairment as a result of the disease.

The diagnosis must be made before your sixth birthday, and must be confirmed a specialist in pediatrics.

8. Severe hemophilia A and B

Severe hemophilia A (VIII deficiency) or hemophilia B (IX deficiency) with factor VIII or factor IX activity levels less than 1%.

The diagnosis must be confirmed by a specialist in hematology.

 Hand, foot and mouth diseases with severe (life threatening) complications The following acute severe complications arising solely and directly from infection of hand, foot and mouth diseases and resulting in confinement in intensive care unit ("ICU") over seven consecutive days:

- (i) Myocarditis
- (ii) Meningitis
- (iii) Acute flaccid paralysis
- (iv) Pulmonary oedema

The diagnosis of hand, foot and mouth diseases must be supported by medical report issued by *medical practitioner* and the complication suffered must be certified by a *specialist* in the relevant field that it is directly due to Hand, foot and mouth diseases.

 Critical Congenital Heart Defects Critical congenital heart defects mean a definite diagnosis of at least one of the covered heart defects lists below that cause serious, life-threatening symptoms and requires surgery within the first year of *your* life:

- (i) Coarctation of the aorta
- (ii) Tetralogy of Fallot
- (iii) Transposition of the great vessels
- (iv) Total anomalous pulmonary venous connection
- (v) Tricuspid atresia
- (vi) Truncus arteriosus

The diagnosis of the heart defects must be made and surgery must be done before the *your* first birthday. The diagnosis must be confirmed by a *specialist* in pediatric cardiologist.

# Other definitions in the policy

The words in italics throughout this policy have specific meanings given below.

Covered critical illness

the "Early-stage critical illnesses" and "Major critical illnesses" and "Juvenile illnesses" listed in the table under "Your benefits".

Immediate family member

your parent, son or daughter, brother or sister.

Medical practitioner

a person other than *you*, *your* family member, or anyone who is living in the same household as *you*, who is a registered medical practitioner under Medical Registration Ordinance, Chapter 161, Laws of Hong Kong. Or if the treatment or surgery is received outside of Hong Kong, that person is required to be qualified by degree in western medicine, legally authorized in the geographical area of his/her practice to render medical and surgical services.

Lifetime limit

the maximum aggregate amount of benefits paid by *us* to *you* in a lifetime basis. If any claim is paid during a policy year, such paid amount will be deducted from the lifetime limit as stated on the *schedule* and the remaining balance will be carried forward to the next policy year (if the policy is renewed or reinstated). After the lifetime limit is exhausted, the policy shall cease immediately.

Medically necessary

the necessity to have a treatment, surgical operation, supplies, medical service or medication which is:

- (i) consistent with the diagnosis and is the customary medical treatment for the condition at a reasonable and customary charges; and
- (ii) in accordance with standards of good and prudent medical practice; and
- (iii) not furnished primarily for the convenience of *medical practitioner* or any other medical service providers; and
- (iv) furnished at the most appropriate level which can be safely and effectively provided to the Member; and
   (v) not rendered primarily for diagnostic tests, diagnostic scanning purpose, imaging examination, laboratory test or physical therapy in the event of a hospital confinement.

Pre-existing Condition

means a condition for which:

- (i) medical advice or treatment was recommended by a medical practitioner, or
- (ii) you received medical treatment, diagnosis, consultation, or prescribed drugs; or
- (iii) you experienced symptoms or having signs that you were aware or should reasonably have been aware, even if you have not consulted a medical practitioner;

prior to the first effective date of the policy, or the benefit upgrade effective date or reinstatement date, whichever is later.

Policyholder

the person named in the  $\it schedule$  as "The insured" who is the policyholder in this policy.

Reasonable and customary charges

In relation to a fee, a charge or an expense, means any fee or expense which:

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- (i) is charged for treatment, surgical operation, supplies, medical service or medication that are *medically* necessary and in accordance with standards of good medical practice for the care of an injured or ill person under the care, supervision or order of a medical practitioner;
- (ii) does not exceed the usual level of charges for similar treatment, surgical operation, supplies, medical service or medication in the locality where the expense is incurred; and
- (iii) does not include charges that would not have been made if no insurance existed.

We reserve the right to determine any hospital/ medical charge is a reasonable and customary charge with reference including but not limited to any relevant publication or information made available, such as schedule of fees, by the government, relevant authorities and recognized medical association in the locality. We also reserve the right to adjust any or all benefits payable in relation to any hospital/medical charges which is not a reasonable and customary charge based on the above-mentioned reference.

Schedule the schedule attached to and incorporated in this policy.

Specialist a medical practitioner who is legally registered in the Specialist Register of the Medical Council of Hong Kong. Or if the treatment or surgery is received outside Hong Kong, that person is required to be a registered medical

practitioner who can legally practice specialist care in accordance with the equivalent specialty law in the

geographical area of his/her practice to render medical and surgical services.

We/Us/Our Zurich Insurance Company Ltd

You/Your the person named in the schedule as "insured person" in this policy.

# Policy exclusions

We will not pay any benefit in respect of or be liable for:

- 1. pre-existing condition;
- 2. any illness caused or aggravated by or associated with a congenital or inherited disorder which existed at the time of birth or has manifested or been diagnosed before *you* attain age 18, except for the Juvenile illnesses covered in this policy;
- 3. medical expenses incurred due to hospital confinement for the purpose of convalescence, custodial, rest care, palliative care, sanitaria care or rehabilitation; general check-up, screening and preventive care;
- 4. non-medical personal services or expenses; or charges by the hospital in respect of special or private nursing;
- 5. you are unreasonable failure to seek or follow medical advice;
- 6. the diagnosis of the covered critical illness is made by you or your family member or anyone who is living in the same household as you;
- 7. any illness caused or aggravated by or associated with Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex, or infection by Human Immunodeficiency Virus (HIV), or drug or alcohol abuse;
- 8. any illness caused or aggravated by or associated with ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

# Claims conditions and payment

- 1. Please read the "Important periods and dates you need to pay attention to" mentioned in "Your benefit".
- 2. The definitive diagnosis must be made in writing by *your* treating *specialist* based upon specific evidence, radiological, clinical, histological and/or laboratory evidence, as referred to in the definition of the illness as set out under "Definition of illness" of this policy.
- 3. you must submit a written recommendation letter from your attending medical practitioner, with the reason(s) on such recommendation for the relevant treatment and/or consultation to us upon making a claim.
- 4. We have the right to request additional documents relevant for claim assessment. If you fail to provide such documents to us in the specific time, we have the right not to make any payment to your claim.
- 5. It is *your* responsibility to provide *us* affirmative proof of loss at *your* expenses. All information, documents, medical evidence, including specific evidence, radiological, clinical, histological and/or laboratory evidence and reports, should be in the form and nature as *we* may prescribe and acceptable to *us*.
- 6. We have the right to appoint an independent medical examiner to examine *you* during the pendency of a claim under the policy. In the unfortunate event that *you* have passed away, but there are insufficient evidence or documents for *us* to assess the claim, *we* have the right to have a postmortem examination where it is not forbidden by law. The examination is at *our* expenses and the result of such examination shall be *our* property.
- 7. All payment of claims in this policy is in Hong Kong dollars and are payable to *you* after the receipt of due proof. If *you* are under age 18 at the time of payment of this benefit, the benefit will be payable to *policyholder*. In the event of death, this benefit will be payable to *your* estate.

# Renewal and premium charge

- This policy is an annual critical illness medical insurance 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. If you are paying the premium on a monthly basis, you are
  required to settle the annual premium for the concurrent policy year if there is a claim paid.
- 2. The policy shall remain in force for a period of one year from the first effective date of the policy and will be automatically continuing to renew at *our* discretion and subject to the availability of this insurance plan. Yet we reserve the right to alter the terms and conditions, including but not limited to the premiums, benefits, benefits amount or applying loading or exclusions to this policy at the time of renewal of any period of insurance of this policy by giving 30 days' written notice to *you*. We will not be obligated to reveal *our* reasons for such amendments. If *you* are not satisfied with the amendments, *you* have the right to not to renew this policy by giving notice in writing with signature to *us* before the renewal date of the policy.
- 3. Your renewal premium is charge based on your attained age on the policy anniversary date, but we reserve the right to revise or adjust the premium table according to our applicable premium rate at the time of the premium due date by giving 30 days' written notice to you.

- 4. We will allow you 31 days grace period from the premium due date for the payment of each premium after the first premium is paid. 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.
- 5. 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 on *covered critical illness* which the diagnosis, or sign and symptom begins, no sooner than 90 days after the date of reinstatement.

# Cancellation and termination of the policy

- 1. Cancellation by the policyholder
  - the *policyholder* has the right to cancel this policy by giving 30 days' advance notice in writing to *us*. If no claim has been made to the policy, we will refund the unearned premium actually paid by the *policyholder* for the current policy year on pro-rata month basis. If this policy is pay on monthly payment mode and a claim has been made to the policy, we have the right to charge the *policyholder* and *you* the remaining balance of the rest of the annual premium for the current policy year.
- 2. Cancellation by us

We have the right to cancel this policy or any section or part of it by giving 30 days' advance notice to the policyholder. Under no circumstances we will be obligated to reveal our reasons for cancellation. Whenever this policy is cancelled, we will refund the unearned premium actually paid by the policyholder on pro-rata basis for the period starting on the date of cancellation to the next payment due date, provided that no claim has been made during the current policy year. Any payment or acceptance of premium after such termination shall not create any liability on us but we shall refund any such premium received by us.

- 3. Termination of policy
  - Coverage under this policy shall automatically terminate on the earliest of the dates specified below:
  - (a) You are no longer fulfill the eligibility as mentioned in "Your benefit".
  - (b) According to "Misstatement, misrepresentation, non-disclosure and fraud" as mentioned below.
  - (c) After the 31 days grace period and the premium remains unpaid.
  - (d) When 100% "Life-time limit" has been paid to you.
  - (e) On the policy anniversary date when we have cease offering or suspend this insurance product.

# Misstatement, misrepresentation, non-disclosure and fraud

- 1. Misstatement of age or sex
  - If *your* age or sex has been misstated, any premium difference would be returned or charged according to the correct age or sex. In the event that *your* 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 *you* are not eligible for coverage shall be limited to the refund of all premiums paid for the period covered by this policy.
- 2. Misrepresentation, non-disclosure or fraud
  - We have the right to declare this policy void as from the first policy effective date and notify the *policyholder* or *you* that no cover shall be provided in case of any of the following events:
  - (a) any material fact relating to *your* health related information which may impact the risk assessment by *us* is incorrectly stated in, or omitted from the enrolment form or any statement or declaration (regardless verbally, in written format or digital format) made for or by *you* the enrolment or in any subsequent information or document submitted to us for the purpose of the application, including any updates of and changes to such information, failure to disclose pre-existing conditions or failure to act in utmost good faith. The circumstances that a fact shall be considered "material" include, but are not limited to, the situation where the disclosure of such fact would have affected our underwriting decision, such that *we* would have imposed premium loading, added exclusion(s), rejected the application or considered it as a pending application.
  - (b) any enrolment form or claim submitted is fraudulent or where a fraudulent representation is made.
  - In the event of (a):
  - (i) we shall refund the applicable premiums and insurance levy (if any) received after offsetting against all past claim payments and necessary expenses incurred by us including, but not limited to, our reasonable administration charge and service fees incurred in relation to this policy (if any).
  - (ii) if the total amount of the above offsetting items exceeds the applicable premiums received by *us*, the *policyholder* or *you* must repay such excess to *us* within 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 the *policyholder* or *you* be repaid to us within 14 working days from the date we issue a notice to the *policyholder* or *you* requiring such payment.
- 3. Fraudulent claims

If any claims under this policy made by *you* or anyone acting on behalf of *you* shall be, in any respect, fraudulent, including without limitation to the use of fraudulent means or devices, and the making of or omitting the making of any statement or misstatement in any form or document, we shall not be liable in respect of such claims under any and all circumstances whatsoever and we shall be entitled to terminate forthwith this policy. Such termination of insurance shall not be construed as a waiver of *our* right to pursue any rights or claims against *you* or to report the fraud to the police.

# Change of status or benefits

- 1. The *policyholder* and *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, in written format or digital format), otherwise *we* reserve the right to refuse or invalidate all claims under this policy.
- Change of smoking habit
  - If you have changed the smoking habit from smoker to non-smoker during the period of insurance, you 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 after your declaration.
  - If you have changed the smoking habit from non-smoker to smoker during the period of insurance, you must make a declaration to us
    immediately. Premium according to the corresponding age band and smoker status shall be charged in the next policy renewal date.
- 3. the policyholder may apply for change of benefits or upgrade by giving 30 days' notice in writing before the policy anniversary date by submitting an update health declaration to us. Such application is 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.

# **Duplication of cover**

You can only be covered under one HealerProtector Medical Protection Insurance Policy with us. If you are covered under more than one such policy, we will consider you to be insured under the policy first issued only and your cover of any other such policy(ies) will be cancelled. We will refund, without interest, any duplicated premium.

# Other general provisions to the policy

#### 1. Entire Contract

This policy including *schedule*, enrollment form, declaration, riders, optional benefits, endorsements, attachments and amendments (regardless verbally or in written format or digital format) 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 stated above 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 the *policyholder*.

#### 2. Legal Action

No legal action shall be brought to recover on this policy prior to the expiration of 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 year from the expiration of the time within which proof of claims is required.

#### 3. Subrogation

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

#### 4. Alternative Dispute Resolution

In the event of a dispute arising out of the policy, the parties may settle the dispute through mediation in good faith in accordance with the relevant Practice Direction on civil mediation issued by the Judiciary of Hong Kong and applicable at the time of dispute. If the parties are unable to settle the dispute through mediation within 90 days, the parties shall refer the dispute to arbitration administered by the Hong Kong International Arbitration Centre ('HKIAC') under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Hong Kong law and the seat of arbitration shall be Hong Kong. The number of arbitrators shall be one and the arbitration proceedings shall be conducted in English. It is expressly stated that the obtaining of an arbitral award is a condition precedent to any right of legal action arising out of the policy. Irrespective of the status or outcome of any form of alternative dispute resolution, if we deny or reject liability for any claim under the policy and the *policyholder or* you do not commence arbitration in the aforesaid manner within 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 the policy

#### 5. Right of Third Parties

Other than the *policyholder* or *you* or as expressly provided to the contrary, a person who is not a party to this policy has no right to enforce or to enjoy the benefit of any term of this policy. Any legislation in relation to third parties' rights in a contract shall not be applicable to this policy. Notwithstanding any terms of this policy, the consent of any third party is not required for any variation (including any release or compromise of any liability under) or termination of this policy.

#### 6. Compliance with Policy Provisions

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

#### 7. Governing Law and Jurisdiction

The policy shall be governed by and interpreted in accordance with the laws and regulations of Hong Kong. Subject to the Alternative Dispute Resolution clause herein, the parties agree to submit to the exclusive jurisdiction of the Hong Kong courts

#### 8. Clerical Error

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

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

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

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

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

## 10. Sanctions

Notwithstanding any other terms under this policy, we shall not be deemed to provide coverage or make any payments or provide any service or benefit to the *policyholder* or *you* or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the *policyholder* or *you* 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 we deem applicable or if the *policyholder* or *you* 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.



# 「易康癒」醫療保障保單

這是一份有法律效力的文件,請妥善保存。請細閱本保單,如需要修正,並請盡快提出。如「您」於投保表格內填報的資料有任何更改(不論以口述,或書面形式或網上提交形式),請立即通知「我們」。

如本保單並未符合「保單持有人」或「您」的需要·「保單持有人」可以於收到本保單後 14 日內·以書面通知「我們」取消保單·並附上「保單持有人」的簽署及把本保單退還給「我們」。若「您」在這期間沒有向保單提出任何索償·「我們」將會把「保單持有人」已付之保費無息全數退還。「您」必須繳付本保單的保費及遵從本保單列明的條款及條件·方可受保於本保單。

# 以下是「您」的「易康癒」醫療保障保單內容的指引

部分	內容	頁數
「您」的保障	「您」的保障內容	10
危疾的定義	解釋本保單承保的危疾及其定義	12
保單內其他詞彙的定義	解釋本保險單內某些詞彙的指定含意	15
保單的不承保事項	於本保單內「我們」不會承保的狀況	16
索償條件及支付賠償	符合索償的條件及細則及賠償的支付	16
續保及保費支付	「您」及「我們」的續保權利・及「保單持有人」支付保費的責任	17
取消及終止保單	任何一方需要取消保單及保單何時終止	17
虚報,失實陳述,漏報及欺詐	「我們」如何處理失實或不誠實陳述	17
現況更改或更改保障	如「您」的資料有任何更改或希望更改保障額該如何處理	18
保障重複	如「您」擁有多於一份的「易康癒」醫療保障會怎樣	18
保單內的其他基本條款	「您」必須知道的保單內其他基本條款	18

# 「您」的保障

#### 受保危疾列表

這是本保單「受保危疾」的列表。

請參閱保單內『危疾的定義』‧以了解於本保單內每項「受保危疾」的個別定義。

早期危疾	重要危疾	
1. 原位癌	1. 癌症	
2. 早期癌症	2. 中風	
	3. 心臟病	
3. 因冠狀動脈疾病進行血管成形術及其他創傷性治療	4. 腎衰竭	
兒童疾病(如「您」的年齢是 18 歲以下)		
1. 自閉症譜系障礙(『自閉症』)	6. 腦麻痺症	
2. 嚴重讀寫障礙	7. 成骨不全症(第三型)	
3. 專注力失調及過度活躍症 ("ADHD")	8. 嚴重甲型血友病及乙型血友病	
4. 因疾病或意外受傷導致智力受損	9. 手足口病的嚴重(危及生命的)併發症	
5. 嚴重哮喘	10. 危急型先天性心臟病	

#### 保障限額

請以「附表」內『保障及計劃級別』中列明的「終生保障額」("Lifetime Limit"),便可於下表配對『每項危疾的賠償上限』。在任何情況下,「我們」會於本保單所支付的合共賠償不會超過「終生保障額」的 100%(為免存疑,這是指包括於本保單內的續保及復效保單)。當「我們」已支付100%的「終生保障額」後,保單亦隨即終止。

「終生保障額」(港元)	2,000,000	4,000,000	6,000,000
每項危疾的賠償上限 (港元)	500,000	1,000,000	1,500,000
包括以下的個別賠償限額:			

(f) 輔助治療費用	每日一次、每項「受保危疾」50,000港元
(g) 癌症基因定序分析檢查	每項『受保癌症』50,000港元
(h) 「直系親屬」的癌症篩查	最多兩名「直系親屬」・每人測試費用上限 5,000 港元

#### 保障條件

- 1. 每項「受保危疾」只可獲得一次的『每項危疾的賠償上限』。如「您」患上同一項「受保危疾」多於一次、「我們」都會視為同一項「受保危疾」 並對本保單內受保的相關費用以同一個『每項危疾的賠償上限』作出賠償(為免存疑、這是指包括於本保單內的續保及復效保單)。
- 2. 若「您」確診患上「受保危疾」內的原位癌·早期癌症或癌症(於保單內統稱為『受保癌症』)多於一次·「您」必須提交由「您」的主診「專科醫生」根據跡象證明·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·確認該次確診是個別單一的情況及與之前的任何確診無關·「我們」便會視為獨立的「受保危疾」作出賠償。
- 3. 若『早期危疾』首先確診·而直接與這『早期危疾』相關的『重要危疾』於 45 日內繼而確診·「我們」會視兩者為同一危疾並以同一個『每項 危疾的賠償上限』作出賠償。
- 4. 如「您」確診患上多於一項本保單受保的神經發展障礙症(即自閉症·嚴重讀寫障礙及 ADHD)·「我們」會視這種情況為共同存在的病症·並以同一個『每項危疾的賠償上限』作出賠償。

#### 「我們」所保障的醫療費用

以下(a)至(h)項的醫療費用可獲全數賠償(除非另有註明),但必須根據:

- 1. 上表列明的"每項危疾的賠償上限"及適用於(f)至(h)項的個別賠償限額。
- 2. 所有醫療治療必定是「醫療必需」、「您」必須提交由「您」的主診「醫生」簽發的書面建議書給「我們」、列明需接受於(a)至 (h)項的有關治療及/或會診的原因。
- 3. 所有醫療費用必定是「合理及慣常收費」及直接因「受保危疾」而引致。

#### (a) 診斷檢測費用

保障目的為確認確診患上「受保危疾」的檢測費用,但必須符合以下條件:

- (i) 檢測是於門診設備環境下進行。
- (ii) 如檢測的結果並非確診患上「受保危疾」、「我們」不會支付有關的檢測費用。
- (iii) 於兒童疾病內受保的自閉症·嚴重讀寫障礙及 ADHD·「我們」只會賠償最多兩項的檢測費用。

#### (b) 非手術癌症治療

若「您」確診患上「受保危疾」內的『受保癌症』・並在「您」的主診「醫生」建議下・進行下列治療方式:

• 放射性治療(包括但不限於質子治療)

荷爾蒙治療

▶ 化療

• 數碼導航刀

• 標靶治療

• 伽碼刀

免疫治療

「我們」會保障以下的醫療費用:

- (i) 首次接受該治療前 30 日內於門診設備環境下進行的診症費。
- (ii) 該癌症的治療費用及其直接相關的費用。
- (iii) 最後一次的治療後 90 日內於門診設備環境下進行的覆診診症費。

## (c) 「受保危疾」的手術治療保障

若「您」確診患上「受保危疾」並需要接受手術,「我們」會保障以下的醫療費用:

- (i) 入院接受該手術前 30 日內於門診設備環境下進行的診症費,若該手術並不需要入住醫院,則以實際手術當日計。
- (ii) 於醫院接受「受保危疾」治療的住院及手術費用、但只限入住半私人房間或以下。如醫院的住宿是半私人房間以上、「我們」只會支付該次住院及手術所索償的費用 50%.
- (iii) 如有關手術並不需要入住醫院而可以於醫院的日間病房·或「醫生」或「專科醫生」的診所·或醫院的門診部或急症治療室內進行·於 這些設備環境下進行的相關手術醫療費用亦受保障。
- (iv) 手術完成出院後 90 日內於門診設備環境下進行的覆診診症費·若該手術並不需要入住醫院·則以實際手術當日計。

#### (d) 家居看護保障

如「您」接受上項(c)的手術治療·於出院後需要一名合資格的護士到「您」的住所協助「您」及提供看護服務·本保單會支付由手術後出院當日起計30天內由該合資格護士收取的服務費用。

# (e) 重要危疾的護理及監測

如「您」接受上項(b)及/或(c)的治療後·本保單會支付「您」於完成相關的『重要危疾』治療後·屬於「醫療必需」及目的純粹為監測所接受的治療反應引致的門診診症費及處方的診斷化驗費。本保障的保障期限為「您」於完成相關的『重要危疾』治療後的五年(保單必須繼續續保)。

#### (f) 輔助治療費用

若「您」確診患上其中一項「受保危疾」,本保單會保障以下的治療及諮詢費用:

- 中醫治療
- 中醫針灸治療
- 物理治療
- 言語治療

- 職業治療
- 營養諮詢
- 脊醫治療
- 心理諮詢

除上述所列·以下的治療及諮詢費用亦適用於兒童疾病。若「您」確診患上其中一項受保的兒童疾病·本保單會保障以下的治療及諮詢費用:

兒科醫生精神科醫生

- 教育心理學治療師
- 遊戲治療師

此(e)項並不適用於目的是調查或確認確診的治療及諮詢費用。

下列(q)及(h)只 適用於確診「受保危疾」內的『受保癌症』。

#### (g) 癌症基因定序分析檢查

若「您」確診患上『受保癌症』・本保單會支付在「您」的主診「醫生」建議下・「您」需接受癌症基因定序分析檢查的費用。

#### (h) 「直系親屬」的癌症篩查

若「您」確診患上『受保癌症』‧本保單會支付「您」的兩名「直系親屬」的癌症篩查費用。

#### 「您」須注意的重要日期及期限:

- 1. 保單的 90 日等候期。這是指「我們」不會賠償於保單生效日起計 90 日內出現的「受保危疾」跡象,病徵或確診(這項條款並不適用於在以下 『年齡及資格限制』第一點所提及的未出生子女)。這個 90 日的等候期亦適用於「您」提升「您」的保障額或復效保單時‧即於「您」提升 「您」的保障額或復效保單當日(以較遲者為準)重新計算這 90 日的等候期。
- 2. 若『早期危疾』首先確診·而直接與這『早期危疾』相關的 『重要危疾』於 45 日內繼而確診·「我們」會視兩者為同一危疾並以同一個『每項 危疾的賠償上限』作出賠償。
- 如發生任何可向本保單索償之事件・「您」必須在確診後30日內通知「本公司」及遞交已填妥的索償表格・及所有可提供的文件。
- 4. 所有損失證明文件需於「我們」確認收到賠償表格後 180 日內呈交給「我們」。
- 5. 「我們」不會處理或支付「您」於確診「受保危疾」後 12 個月之後才提出的索償申請。

#### 年齡及資格限制

- 1. 未出生子女,但必須符合以下條件:
  - 於申請本保單時·該名未出生子女的母親年齡是 18 至 45 歲及懷孕期於 22 周至 40 周之內;
  - 「保單持有人」必須於嬰兒出生後 30 日內提交該嬰兒的出世紙給「我們」·當「我們」收到出世紙後·便簽發批單給「保單持有人」作實。如「您」沒有在指定期限內提供有關文件給「我們」·「我們」可考慮不支付「您」的索償。

未出生子女的保障於出生後立即開始生效,並可續保至85歲。

- 2. 「您」必須是上述第一點內的『未出生子女』·或於保單首次生效日時·「您」的年齡必須介乎 15 日至 65 歲之間·並可續保至 85 歲。
- 3. 「您」必須為香港市民或居民及持有有效之香港身份證·並且居住於香港的住宅地址及以香港為經常居住地。如「您」是 18 歲以下及並未持有香港身份證·「您」應持有有效的香港出世紙或家屬簽證。

# 危疾的定義

危疾的診斷必須符合以下列明的情況。

#### 早期危疾

#### 定義

1. 原位癌

原位癌是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。

子宮頸上皮內瘤樣病變 CIN-1、CIN-2 及 CIN-3(沒有原位癌症的嚴重異型增生)並不包括在內。

原位癌症的診斷必須以活組織檢查術為證、並必須由相關領域的「專科醫生」確定。

2. 早期癌症

指以下任何一種惡性腫瘤:

- (i) 在 TNM 分級標準級別為 T1N0M0 的甲狀腺腫瘤;
- (ii) 在 TNM 分級標準級別為 T1a 或 T1b 的前列腺腫瘤;
- (iii) 慢性淋巴細胞白血病 RAI 第 1 或第 2 期;
- (iv) 轉移性基底細胞癌和轉移性鱗狀細胞皮膚癌。

除非在以上所列,否則惡性腫瘤前的病變及情況並不包括在此保障內。

早期癌症的診斷必須有組織病理學的特徵為證,並必須由相關領域的「專科醫生」確定。

管成形術及其他創傷性 治療

 因冠狀動脈疾病進行血 是指實際進行之血管成形術及支架植入、氣囊血管成形術、動脈粥樣硬化斑塊切除術或激光手術,以治療 1 條或以上 之『主要冠狀動脈收窄』(狹窄程度最少達50%)。

治療必須由「專科醫生」確認對以下其中一項情況有醫療必需:

- 用以舒緩對藥物治療沒有療效的活動能耐受限之徵狀;或
- (ii) 用以達到長期療效。

醫療證明須包括以下各項在內:

- 心臟科主診醫生的完整報告;
- 心電圖證實出現顯著及相關變化(如 ST 段下降);及 (ii)
- 血管造影檢查結果確定一條或以上的主要冠狀動脈病變之狹窄位置及程度。

『主要冠狀動脈』是指左主幹、左前降支、回旋支及右冠狀動脈。

診斷及治療必須由心臟科的「專科醫生」確認。

#### 重要危疾 定義

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,侵入及破壞正常及周邊組織。 癌症不包括以下情況:

- 任何在組織學中分類為癌前病變、非侵入性、或原位癌,或定為邊緣性質或潛在惡性的腫瘤;
- (ii) 任何子宮頸上皮內瘤樣病變(CINI、CINⅡ或CINⅢ)或子宮頸鱗狀上皮內病變;
- (iii) 分類為 T1aN0M0、T1bN0M0或 FIGO1A、FIGO1B的卵巢腫瘤;
- (iv) 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;
- (v) RAI級別3以下的慢性淋巴性性白血病;
- (vi) 微小甲狀腺乳頭狀癌;
- (vii) 非侵入性膀胱乳頭狀癌·組織學上被界定為 TaN0M0 或更低的分級;
- (viii) 所有皮膚癌,除非能夠證實腫瘤已經轉移或是惡性黑色素瘤;

癌症必須由組織病理學報告確診腫瘤是惡性及診斷必需由相關領域的「專科醫生」確定。

- 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。確診必須符合以下所有 2. 中風 條件:
  - 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四星期;及 (i)
  - 磁力共振(MRI)或電腦掃描(CT)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。 (ii)

下列所有項目均不在保障之內:

- 短暫性腦缺血發作; (i)
- 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; (ii)
- (iii) 因血管病引起之眼部問題,包括視覺神經或視網膜梗塞;
- 前庭系統的缺血性功能障礙; (iv)
- 由造影檢查發現之無症狀性中風;或 (v)
- 腔隙性梗塞。 (vi)

診斷必需由神經科的「專科醫生」確定。

- 3. 心臟病 因心臟血液供應不足,引致部份心臟肌肉(心肌)壞死,並須符合下列所有準則:
  - 心肌梗塞的典型臨床症狀(例如: 典型胸痛);
  - 在相關心臟事故期間心電圖(ECG)顯示新近具急性心肌梗塞特徵的變化;及
  - (iii) 心肌酵素(CK-MB)提高至一般公認的實驗室水平的正常水平以上或 心肌旋轉蛋白 T(Troponin T)> 0.5 ng/ml 或心肌旋轉蛋白 I ( Troponin I ) > 0.5ng/ml。

心絞痛並不包括在內。

診斷必需由由心臟科的「專科醫生」確定。

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 4. 腎衰竭 開腎臟移植的治療。

診斷必需由腎臟科的「專科醫生」確定。

#### 兒童疾病 定義

1. 自閉症譜系障礙 (『自閉症』)

自閉症譜系障礙(『自閉症』)是一種神經發展障礙症。診斷需根據美國精神科協會的精神疾病診斷準則手冊(第五 版)("DSM-5"),「您」必須為:

- 在多種不同環境或情境中,持續地對社交溝通及社交互動有困難;
- (ii) 持續性的侷限、重覆的行為、興趣或活動模式;
- (iii) 臨床觀察有關症狀會對社交、職業或其他重要領域方面有顯著功能損害;

(iv) 已進行相關驗測排除症狀是由智能發展障礙或發展遲緩或精神或心理病引致 (例如情緒病、焦急症、心理創傷 及解離症或人格障礙)。

確診必須符合以下兩項條件:

- (iii) 自閉症的診斷必須是最高嚴重程度級別,即於以下方面需要非常大量的支援及協助:
  - a.社交溝通:語言及非語言能力的社交溝通技巧嚴重缺損.嚴重影響社交互動;嚴重有限的自發性社交互動.對於由他人作出的社交互動亦只有非常少的反應。
  - b.侷限及重複性的行為:固定的行為·不能適應任何轉變·固定的常規或重複性的行為明顯地影響各領域的功能。當常規或行為被打斷或更改,會顯得非常沮喪。
- (iv) 智商(IQ)低於50。

自閉症的診斷必須於「您」六歲生日之後確定及此情況必須在確診後持續不少於六個月·及經由兒童精神科的「專科醫生」確定。

如「您」確診患上多於一項本保單受保的神經發展障礙症(即自閉症·嚴重讀寫障礙及 ADHD)·「我們」會視這種情況為共同存在的病症·並以同一個『每項危疾的賠償上限』作出賠償。

2. 嚴重讀寫障礙

嚴重讀寫障礙是一種神經發展障礙症。診斷必須由註冊教育心理學家進行的心理評估,根據相關評估數據資料得出以下各項能力的平均分數是四分以下(或明顯在平均以下):

- (i) 識字
- (ii) 快速命名
- (iii) 語音記憶
- (iv) 字型結構
- (v) 語音意識 (適用於小學生)
- (vi) 視覺認知能力 (適用於小學生)
- (vii) 詞素意識 (適用於中學生)

由於以上的缺損·「您」於校內及公開考試中授予以下最少四項的特別安排。「您」必須提供由學校簽發及列明所有特別安排的證明文件。

- (i) 較長的作答時間 (筆試延長 25%或以上·多項選擇題延長 15%或以上);
- (ii) 試卷的特別安排,例如單面印製、放大試卷;
- (iii) 特別答題簿,例如較大的答題空間、可於試卷上圈出或直接寫下答案;
- (iv) 因字跡難以辨認或書寫速度極慢而須以電腦代替書寫;
- (v) 使用電腦讀屏器;
- (vi) 使用語音轉換文字軟件。

嚴重讀寫障礙的診斷必須於「您」六歲生日之後確定及此情況必須在確診後持續不少於六個月。所有相關的檢測及評估給結果必須提交給「我們」,及經由註冊教育心理學家確定。

如「您」確診患上多於一項本保單受保的神經發展障礙症(即自閉症·嚴重讀寫障礙及 ADHD)·「我們」會視這種情況為共同存在的病症·並以同一個『每項危疾的賠償上限』作出賠償。

3. 專注力失調及過度活 躍症("ADHD") 專注力失調及過度活躍症("ADHD")是一種神經發展障礙症。診斷需根據美國精神科協會的精神疾病診斷準則手冊 (第 5 版) ("DSM-5") · 「您」必須為:

- (i) 持續 6 個月出現最少 6 項於 DSM-5 列明鑒定專注力失調及 / 或過度活躍症的徵狀;
- (ii) 多種不專注或過動的徵狀在兩種或以上的不同環境或情境中出現·例如:在家、學校或上班時;與朋友或親戚 在一起時;在其他的活動中;
- (jjj) 有明顯證據顯示徵狀干擾或降低社交、學業或職業功能的品質。
- (iv) 已進行相關驗測排除症狀是由智能發展障礙或發展遲緩或精神或心理病引致(例如情緒病、焦急症、心理創傷 及解離症或人格障礙)。

確診必須符合以下兩項條件:

- (i) ADHD 的診斷必須是最高嚴重程度級別·上述鑒定 ADHD 的徵狀必須已出現及對社交或職業(即學習)方面有顯著功能損害。
- (ii) 「您」須服用兩種以上的處方藥物以治療此狀況。

ADHD 的診斷必須於「您」六歲生日之後確定及此情況必須在確診後持續不少於六個月‧及經由兒童精神科的「專科醫生」確定。

如「您」確診患上多於一項本保單受保的神經發展障礙症(即自閉症·嚴重讀寫障礙及 ADHD)·「我們」會視這種情況為共同存在的病症·並以同一個『每項危疾的賠償上限』作出賠償。

4. 因疾病或意外受傷導 致智力受損 「您」因意外而身體受傷或疾病導致智力受損·出現整體智力缺陷及智商(IQ)低於70·此情況必須在確診後持續不少於六個月。

由先天性疾病導致的智力受損將不包括在保障範圍內。

智力受損的診斷必須於「您」六歲生日之後確定及經由兒童神經心理學的評估·確定有關的智力受損直接及完全因意 外或疾病引致·及診斷必需由兒童神經心理學科的「專科醫生」確定。 5. 嚴重哮喘

嚴重哮喘達到最少以下三項的準則:

- (i) 過去兩年內曾有急性重症哮喘病發的紀錄;
- (ii) 持續而顯著的運動耐力下降;
- (iii) 因肺部慢性過度充氣引致的胸部畸型;
- (iv) 經醫生處方需要在家使用氧氣治療;
- (v) 持續六個月以上需要每日使用口服皮質類固醇藥物治療哮喘。

以上各項必需由兒科的「專科醫生」確定,及提交「我們」接受的相關測試結果,病歷記錄及文件。

6. 腦麻痺症

是指明確地診斷因未完成發育腦部的不正常生長而引起的非漸進性神經功能缺陷、缺陷的特徵是痙攣性麻痺及動作協調障礙。

診斷必須於「您」六歲生日之前經由兒童神經學科的「專科醫生」確定。

7. 成骨不全症

是一種遺傳病,其特徵為骨骼脆弱、骨質疏鬆及容易骨折。確診必須符合以下列所有條件:

(第三型)

- (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;及
- (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) 身體檢查的結果顯示「您」因此疾病導致成長遲緩及聽力覺受損。 診斷必須於「您」六歲生日之後經由兒科的「專科醫生」確定。

8. 嚴重甲型血友病及乙型血友病

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 1%。

診斷必須由血液科的「專科醫生」確定。

9. 手足口病的嚴重(危及生命的)併發症

以下直接及完全由手足口病引發的急性嚴重併發症,以致連續七日以上於深切治療部 ( "ICU" ) 留院:

- (i) 心肌炎
- (ii) 腦膜炎
- (iii) 急性無力肢體麻痺
- (iv) 肺水腫

手足口病的診斷必須提交由「醫生」簽發的醫療報告·及所引起的併發症必須由由相關領域的「專科醫生」確定‧證明該併發症直接由手足口病引致。

10. 危急型先天性心臟 病 危急型先天性心臟病是指明確地診斷患上以下其中一項受保的心臟病·並出現嚴重及危及生命的病徵·以致「您」於出世後一年內必須接受手術:

- (i) 主動脈狹窄
- (ii) 法樂氏四聯症
- (iii) 大血管異位
- (iv) 全肺靜脈回流異常
- (v) 三尖瓣閉鎖
- (vi) 共同動脈幹

心臟病的診斷及手術必須於「您」一歳生日之前確定及進行・及診斷必需由兒童心臟科的「專科醫生」確定。

# 保單內其他詞彙的定義

本保單內被加上引號的詞彙具有指定含意,釋義如下。

「受保危疾」 是指於「您」的保障內列明的『早期危疾』及『重要危疾』及『兒童疾病』。

「直系親屬」 「您」的父母、兒女、兄弟姊妹。

「醫生」 已根據香港法例第 161 章《醫生註冊條例》的規定·註冊為醫生之人士·但不包括「您」或「您」的親屬。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,但不包括「您」或「您」的親屬。

「終生保障額」 是指「我們」會對「您」的終生所支付的合共最高賠償限額。如在任何保單年度已獲賠償的「受保危疾」・有關已

賠償金額會於「附表」內列明的「終生保障額」內扣除・而餘額將撥入下一個保單年度(包括於本保單內的續保及

復效保單)。如終生保障額已經耗盡,本保單便立即終止。

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「醫療必需」

指醫療上必需的治療、手術、供應物料、醫療服務或藥物而:

- (i) 因應有關診斷及狀況,以「合理及慣常費用」就病症提供相應之治療;及
- (ii) 符合良好及謹慎的醫療標準;及
- (iii) 並非為「醫生」或任何其他醫療服務供應商提供方便;及
- (iv) 以最合適之程度向「您」提供安全及有效的治療;及
- (v) 在住院的情況下,其主要的目的並非純為診斷檢查、診斷掃瞄、影像檢查、化驗檢查或物理治療。

「投保前已存在之傷疾」

指任何下述的狀況:

- (i) 「醫生」曾給予醫療意見或建議治療;或
- (ii) 「您」已接受治療、確診、醫療諮詢,或已服用處方藥物;或
- (iii) 「您」已經歷有關疾病的症狀或徵兆而「您」己知道或理應察覺·即使「您」未有諮詢醫生; 在首次保單生效日、「您」提升「您」的保障額或復效保單當日(以較遲者為準)之前已發生。

「保單持有人」

「附表」內註明之保單持有人 "The Insured"。

「合理及慣常收費」

是指必須符合以下規定的費用、收費或開支:

- (i) 受傷或患病人士在「醫生」按照良好醫療守則的護理標準下所提供「醫療必需」的照顧·監管或指示而收取的 治療、手術、供應物料、醫療服務或藥物費用;
- (ii) 不超過當地對類似的治療、手術、供應物料、醫療服務或藥物所收取的正常收費水平;及
- (iii) 並不包括任何如沒有保險存在就不會被收取的收費。

「我們」保留權利決定醫院/醫療費用是否屬於『合理及慣常收費』·參考的基準包括但不限於任何可取得的相關刊物或資料·例如當地政府、相關部門及認可醫療協會公佈的收費表。如根據上述參考資料·任何醫院/醫療費用並非『合理及慣常收費』·「我們」保留權利調整任何或所有應付賠償的金額。

「附表」

隨附本保險單名為附表或 "Schedule" 並構成保單一部份之附表。

「專科醫生」

在「香港」醫務委員會以專科登記為「醫生」之人士·但不包括「您」或「您」的親屬。如於香港以外之地區接受 治療或手術·則指在當地具有其他同等資歷並登記從事專科之人士·但不包括「您」或「您」的親屬。

「我們」

蘇黎世保險有限公司。

「您」

「附表」內註明之受保人 "Insured Person" 並受本保單保障的人士。

# 保單的不承保事項

「我們」不會負責承保以下事項或支付任何保障:

- 1. 「投保前已存在之傷疾」;
- 2. 任何是由「您」出生時已存在並在 18 歲之前開始出現或被確診的先天性或遺傳性失調所引致、或相關、或因此誘發或加重的疾病、除非是本保單列明受保的兒童疾病;
- 3. 住院目的為療養、監護、休養、舒緩護理、衛生護理或復康;一般身體檢查、篩檢及預防性檢查;
- 4. 非醫療用的個人服務收費;或醫院收取的特別或私家看護的額外費用;
- 5. 「您」並沒有合理地尋求或遵從醫療建議;
- 6. 由「您」或「您」的親屬或任何與「您」同住的人士所診斷的「受保危疾」;
- 7. 任何是由患上愛滋病(AIDS)、愛滋病有關症狀或人類免疫力缺乏病毒(HIV),或濫用酒精或藥物所引致、或相關、或因此誘發或加重的疾病:
- 8. 任何是由核子燃料、核子廢料或核子燃料燃燒造成的電離子輻射或放射性污染所引致、或相關、或因此誘發或加重的疾病。

#### 索償條件及支付賠償

- 1. 請細閱『「您」的保障』內『「您」須注意的重要日期及期限』。
- 診斷必須由「您」的主診「專科醫生」根據本保單內『危疾的定義』中所列明的跡象証明·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。
- 3. 在索償時·「您」必須提交由「您」的主診「醫生」簽發的書面建議書給「我們」·列明需接受有關治療及/或會診的原因。
- 4. 「我們」有權要求額外的相關文件以處理索償事宜。如「您」沒有在指定期限內提供有關文件給「我們」·「我們」可考慮不支付「您」的索償。
- 5. 「您」需負責提供所有證明文件以及獲取有關資料的費用。任何證明書、資料及醫療證據·包括跡象証明·放射結果、臨床病歷、細胞組織分析 或試驗分析等報告·均須以「我們」所接受及指定的格式及類別提交。

- 6. 「我們」有權在索償申請進行期間委派獨立的醫務人員替「您」進行驗身。若「您」不幸去世·而「我們」並沒有足夠的證明或文件處理有關索 償·「我們」有權在法律容許及充份的通知情況下要求進行驗屍。有關費用由「我們」負責·「我們」亦擁有該等調查結果之所有權。
- 7. 本保單的所有賠償將在收到所有必須之證明後以港元支付給「您」。若「您」在接受賠償時年齡不足 18 歲·有關賠償將會支付給「保單持有人」。若「您」已身故・賠償則會支付給「您」的遺產承繼人。

# 續保及保費支付

- 1. 本保單為一年的危疾醫療保險。「您」可以用年繳或月繳方式付支付保費。於支付首期保費後,所有往後的保費必須在到期日或之前支付給「我們」。如「您」以月繳方式付支付保費並在該保單年度內獲得賠償後,「您」有責任繳付該保單年度剩餘的保費。
- 2. 從保單生效日起計·本保單會維持生效一年及視乎本保險產品於當時是否仍然提供·由「我們」決定每年自動續保。「我們」保留權利於續保到期日 30 日前向「您」發出更改保單條款的書面通知·包括但不限於保費、保障、保障額或不承保事項。「我們」沒有責任透露有關更改之原因。「您」不接納相關更改·「您」有權拒絕續保並於保單的續保到期日前以書面連同「您」的簽署通知「我們」。
- 3. 於續保時·保費將按「您」於保單週年日時的實際年齡自動調整。「我們」保留權利於續保時根據當時適用的保費率·修改或調整保費表·並於 調整保費前 30 天以書面通知「您」。
- 4. 於支付首次保費後,「我們」在每次保費到期日後容許 31 日的保費寬限期。在寬限期內,本保單仍維持生效,如於寬限期屆滿後「您」仍未支付保費,本保單將於欠繳保費之日期起被視為失效。
- 5. 如本保單因欠繳保費以致「我們」終止保單·「您」可向「我們」提交「我們」接納的復效申請書·並提供可保性證明·「我們」可能允許「您」 復效保單。復效保單只承保「您」於復效日起計 90 日之後出現徵兆或病徵的「受保危疾」。

# 取消及終止保單

1. 如「保單持有人」取消保單

「保單持有人」有權向「我們」發出 30 日的提前書面通知取消此保單·如在該保單年度並沒有賠償紀錄·「保單持有人」已繳付之全年但未到期之保費將按月比例計算並退還。如保單以月繳方式繳付並曾有賠償紀錄·「我們」亦有權向「保單持有人」收取餘下之全年保費。

2. 如「我們」取消保單

「我們」有權向「保單持有人」發出 30 日的提前書面通知取消此保單。「我們」並無責任透露有關之終止原因。保障終止時,若在該保單年度並沒有賠償紀錄,的期間沒有任何索償,保費會按日比例,由取消保單生效日至該段保險期最後一天計算及退還。任何在保障終止後繳付的保費或「我們」接受的保費將不對「我們」構成任何責任,「我們」亦會退還所收保費。

3. 保單終止

本保單之保障將會在遇到下列較早發生的一項時自動終止:

- (a) 「您」已不符合『「您」的保障』 內列明的『資格限制』 ·
- (b) 根據以下於『虛報·失實陳述·漏報及欺詐』所述的情況。
- (c) 於 31 日的保費寬限期到期後保費仍未支付。
- (d) 當 100%的「終生保障額」己支付給「您」。
- (e) 於保單週年日當天「我們」已停止提供本保險產品。

# 虚報,失實陳述,漏報及欺詐

1. 虎報年齡或性別

如「您」虛報年齡或性別、「我們」會按「您」的正確年齡或性別須要支付的保費退回或補收保費差額。若「您」投保時虛報年齡而根據當時的正確年齡、本保單之保障應不能生效或應該在收取每次保費前終止、「我們」於任何情況下只會退回保費而不負責任何承保責任。

2. 失實陳述·漏報或欺詐

「我們」有權在下列任何一項情況下・宣告本保單自保單首個生效日起無效・並通知「保單持有人」或「您」・本保單不會為「您」提供保障:

- (a) 在投保表格或任何其後就相關申請提交給「我們」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「您」的健康狀況的任何 『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「我們」的風險評估。『重要事實』包括但不限於會影響「我們」對「您」的核保決定的事實·若披露該事實「我們」 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,「我們」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「我們」支付的必要費用·包括但不限於「我們」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·「保單持有人」或「您」必須在「我們」發出付款通知書後 14 個工作天內向「我們」償還 差額。

在 (b) 的情況下,「我們」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給「保單持有人」或「您」的賠償·並要求在「我們」發出 付款通知書 14 個工作天內把有關賠償償還「我們」。

#### 3. 詐騙索償

如「您」或任何以「您」名義向本保單提出索償時·以任何方式進行詐騙·包括但不限於以任何途徑或方法·編製或漏報或虛報任何文件·「我們」於任何情況均毋須承擔責任支付此等索償的保障·而本保單的保障將即時終止。保險終止並不構成放棄權利向「保單持有人」及「您」 追討的任何權利或提出索償·及/或向警方舉報詐騙事件。

# 現況更改或更改保障

- 若「保單持有人」及「您」就申請表上所提供之資料(不論以口述·或書面形式或網上提交形式)出現任何改變均須負上通知「我們」的全部責任·否則「本公司」有權拒絕所有賠償或使其失效。
- 2. 吸煙習慣改變
  - 若在保險期內、「您」的吸煙習慣由吸煙者改變成非吸煙者、「您」可通知「我們」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。「我們」將保留權利在下一個續保日期更新保費資料。
  - 若「您」於保險期內·吸煙習慣由非吸煙者改變成吸煙者·「您」或必須通知「我們」·「我們」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。
- 3. 「保單持有人」可於保單週年日前 30 日提交書面申請更改或提升保障。申請必須連同最新近的健康申報表遞交給「我們」。申請必須經「我們」 批核、「我們」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「我們」接 受之更改皆會在下一個保單續期日生效。

# 保障重複

「您」只可受保於一份由本公司發出的「易康癒」醫療保障保單之保障。如「您」享有超過一份有關保單之保障,「我們」只會以向最先發出的保單 考慮支付保障,其他保單會被取消。「我們」會把重複保單已付之保費無息全數退還。

# 保單內的其他基本條款

1. 整體協議

本保險單包括「附表」、申請書、聲明、附加保障、批單、附件及修訂本(不論以口述·或書面形式或網上提交形式)·乃立約各方之間的整體協議。任何代理或其他人士均無權更改或豁免本保單的任何條款。本保險單如有任何修改·必須獲得「我們」有關的負責人批准並簽發批單作實·方始生效。為避免爭議·上述的有關文件亦會組成續保合約的部

份,除非收到「保單持有人」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. 法律訴訟

當索償證明文件依據本保單規定送交「我們」後·60日內不得向本保單進行法律訴訟以求賠償。此外·「您」亦不得在「我們」要求其提供索償證明的指定限期屆滿一年後提出訴訟。

3. 代位權

「我們」有權自費以「保單持有人」或「您」名義對任何有可能導致本保單索償的承保事件的第三者進行追討 · 「您」需同意執行並允許「我們」因執行任何權利及補救 · 或從他人獲取援助或賠償的目的下所作出的合理要求的行為或事情。

4. 替代性爭議解決方案

議當時所適用之有關實務指示,真誠進行調解。如爭議各方未能於 90 日內透過調解解決爭 議,爭議各方均應將有關爭議提交予香港國際仲裁中心,按照提交仲裁通知時有效的《香港國際仲裁中心機構仲裁規則》仲裁解決。本仲裁條款適用的法律為「香港」法律,而仲裁地應為「香港」。仲裁員人數為一名,而仲裁程序應以英語進行。 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的任何狀況或結果,如「我們」否認或否決「你」追索本保單之任何責任,而並未能於「我們」所發出之通知 12 個月內按以上規定展開仲裁,「你」的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。

5. 第三者權利

除「保單持有人」或「您」或本保單以明示方式指明以外·任何人士如非本保單之一方並沒有權利執行或享有本保單條款的保障。任何有關合約 第三者權益之法例將不適用於本保單。不論本保單任何條款所列·任何保單變更(包括任何解除責任或責任妥協)或終止均不須第三者同意。

6. 遵從基本條款

如「保單持有人」或「您」違反本保險單任何條款、所有就本保險單提出的索償均告無效。

7. 管轄法律及司法裁判權

本保單受「香港」法律管轄及按其詮釋。而受本保單中之替代性爭議解決方案條文所限下,爭議各方同意受「香港」法院的專有司法裁判權。

8. 筆誤

「我們」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。

9. 個人資料收集目的

「我們」將根據本公司不時通知「保單持有人」及「您」的私隱政策使用所有已收集及持有的個人資料,「保單持有人」或「您」亦可透過此網址查閱有關私隱政策:www.zurich.com.hk/zh-hk/services/privacy。

「保單持有人」及「您」會·及會促使保單內其他受保人士·授權「我們」根據「我們」於不時適用之私隱政策所詳列的強制性用途·使用及轉發(至香港境內或境外)包括屬敏感性如「香港」法例第486章《個人資料(私隱)條例》中所定義之個人資料。

如「保單持有人」或「您」向「我們」提供任何第三者資料,「保單持有人」及「您」必須保證於提供此等個人資料予「我們」前已獲得有關資料當事人之正式同意,使「我們」可以評估、處理、簽發及執行管理本保單,包括但並不限於進行任何對有關資料當事人進行審慎調查、合規及製裁查核。

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#### 10. 制裁

若本保單提供的保險、款項、服務、保障及/或「保單持有人」或「您」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「保單持有人」或「您」或其他一方提供任何保險或將向「保單持有人」或「您」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「保單持有人」或「您」或其他接受款項、服務或保障的一方是受制裁人士。

此乃中文譯本,僅供參考之用。若與英文版本有異,概以英文版本為準。

