

WellProtector Critical Illness 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 WellProtector Critical Illness Protection Insurance Policy

Section	Content	Page
Your benefit	What <i>you</i> are covered for	1
Definition of critical illness	An explanation and meaning of the critical illnesses covered in this policy	2
Other definitions of the policy	An explanation of words used in this policy which have special meanings	3
Policy exclusions	Those events <i>we</i> do not insure under the policy	3
Claims conditions and payment	Conditions in the event of a claim	3
Renewal and premium charge	<i>Your</i> rights and <i>our</i> rights on policy renewal, and the <i>policyholder's</i> obligation to pay the premium	4
Cancellation and termination of the policy	How the policy will end and what if either party wants to cancel the policy	4
Misstatement, misrepresentation, non-disclosure and fraud	<i>Our</i> handling on misstatement and dishonesty	4
Change of status or benefits	What <i>you</i> need to do if the information submitted is changed, or <i>you</i> wish to change <i>your</i> benefit	5
Duplication of cover	What happen if <i>you</i> have more than one WellProtector Critical Illness Protection Insurance Policy	5
Other general provisions to the policy	Other policy provisions that <i>you</i> need to know	5

Your benefit

Please refer to the sum insured ("SI") stated in "Cover and plan level" on the *schedule*. In no event *our* aggregate payment under this policy shall exceed 100% of the sum insured stated and the policy shall cease when *we* have paid 100% sum insured to *you*.

Please refer to "Definition of critical illness" on the meaning and diagnosis of the *covered critical illness* in the policy. *We* will pay the "eligible benefit" if *you* are diagnosed to be suffering from any one of the following *covered critical illness*.

The eligible benefit for each *covered critical illness* is payable for one time only. If *you* are diagnosed with a covered cancer (namely carcinoma-in-situ, early-stage cancer or cancer under the *covered critical illness*) more than one time, *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.

Early-stage critical illnesses	
1. Carcinoma-in-situ	Eligible benefit: 30% of sum insured
2. Early-stage cancer	
3. Coronary artery disease requiring angioplasty and other invasive treatments	
Major critical illnesses	
1. Cancer	Eligible benefit: 100% of sum insured
2. Stroke	
3. Heart attack	
4. Kidney failure	

Important periods and dates you need to pay attention to:

1. There is 90 days waiting period to the policy. This means that we will not pay any benefit for any *covered critical illness* that the signs or symptoms or the diagnosis of the *covered critical illness* occurred within the 90 days after the first effective date of the policy. 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.
2. There is 14 days survival period. This means that we will only pay the eligible benefit if you have survived a period not less than 14 days following the diagnosis of a *covered critical illness*.
3. 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.
4. Proof of diagnosis or loss must be submitted to us within 180 days from the date of issuance of our receipt of the claim form.
5. We will not be liable to assess and/or pay any claim that is submitted after 12 months of the first diagnosis of the *covered critical illness*.

Eligibility and age limit

1. You must be between 15 days and 65 years old at the first effective date of the policy and this policy is renewable up to the age of 85 years old.
2. 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 place 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 illness

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 membrane. 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:

 - (i) Any tumor of the thyroid histologically classified as T1N0M0 according to the TNM Classification;
 - (ii) Tumor of the prostate histologically classified as T1a or T1b according to the TNM Staging;
 - (iii) Chronic lymphocytic leukemia classified as RAI Stage I or II;
 - (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.
3. 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

 - (i) 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 arteries.

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

Meaning

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;
 - (iv) 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 of the following conditions:

 - (i) 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 of 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.

Other definitions in the policy

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

<i>Covered critical illness</i>	the “Early-stage critical illnesses” and “Major critical illnesses” listed in the table under “ <i>Your</i> benefits”.
<i>Medical practitioner</i>	a person other than <i>you</i> , <i>your</i> family member, or anyone who is living in the same household as <i>you</i> , 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.
<i>Pre-existing condition</i>	means a condition for which: <ul style="list-style-type: none">(i) medical advice or treatment was recommended by a <i>medical practitioner</i>; or(ii) <i>you</i> received medical treatment, diagnosis, consultation, or prescribed drugs; or(iii) <i>you</i> experienced symptoms or having signs that <i>you</i> were aware or should reasonably have been aware, even if <i>you</i> have not consulted a <i>medical practitioner</i>; prior to the first effective date of the policy, or the benefit upgrade effective date or reinstatement date, whichever is later.
<i>Policyholder</i>	the person named in the <i>schedule</i> as “the Insured” who is the policyholder in this policy.
<i>Schedule</i>	the <i>schedule</i> attached to and incorporated in this policy.
<i>Specialist</i>	a <i>medical practitioner</i> 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 <i>medical practitioner</i> 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.
<i>We/Us/Our</i>	Zurich Insurance Company Ltd
<i>You/Your</i>	the person named in the <i>schedule</i> 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;
3. *your* unreasonable failure to seek or follow medical advice;
4. 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*;
5. 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;
6. 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. 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.
4. It is *your* responsibility to provide *us* affirmative proof of diagnosis or 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*.
5. 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.
6. 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

1. This policy is an annual critical illness 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 grace period 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 when 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% sum insured has been paid to *you*.
 - (e) On the policy anniversary date when we have ceased offering or suspended 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 the *policyholder* and *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 14 working days from the date *we* issue a notice to the *policyholder* and *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.
2. 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 WellProtector Critical Illness 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: www.zurich.com.hk/en/services/privacy

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.

「伴您癒」危疾保障保單

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「伴您癒」危疾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	7
危疾的定義	解釋本保單承保的危疾及其定義	8
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	9
保單的不承保事項	於本保單內「我們」不會承保的狀況	9
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	10
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	10
取消及終止保單	任何一方需要取消保單及保單何時終止	10
虛報、失實陳述、漏報及欺詐	「我們」如何處理失實或不誠實陳述	10
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	11
保障重複	如「您」擁有多於一份的「伴您癒」危疾保險會怎樣	11
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	11

「您」的保障

請以「附表」內『保障及計劃級別』中列明的保障額（“SI”）為準。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保障額的 100%。當「我們」已支付 100% 的保障額後，保單亦隨即終止。

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。如「您」確診患上表內列明的其中一項「受保危疾」，「我們」會支付該項「受保危疾」的『有效保障』給「您」。

不論「您」患上同一項「受保危疾」多少次，每項「受保危疾」只可獲得一次的『有效保障』。若「您」確診患上「受保危疾」內的受保癌症（即原位癌、早期癌症或癌症）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。

早期危疾	
1. 原位癌	有效保障：保障額的 30%
2. 早期癌症	
3. 因冠狀動脈疾病進行血管成形術及其他創傷性治療	
重要危疾	
1. 癌症	有效保障：保障額的 100%
2. 中風	
3. 心臟病	
4. 腎衰竭	

「您」須注意的重要日期及期限：

- 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 日內出現的任何「受保危疾」跡象、病徵或確診。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。
- 保單的 14 日生存期。「您」必須於確診「受保危疾」後生存最少 14 日，「我們」才會支付有關「受保危疾」的有效保障。
- 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。

- 所有確診或損失證明文件需於「我們」確認收到賠償表格後 180 日內呈交給「我們」。
- 「我們」不會處理及 / 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

- 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。
- 「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

「受保危疾」的診斷必須符合以下列明的情況。

早期危疾

定義

- 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滲透及 / 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。
- 早期癌症

指以下任何一種惡性腫瘤：

 - 在 TNM 分級標準級別為 T1N0M0 的甲狀腺腫瘤
 - 在 TNM 分級標準級別為 T1a 或 T1b 的前列腺腫瘤。
 - 慢性淋巴細胞白血病 RAI 第 1 或第 2 期；
 - 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。
- 因冠狀動脈疾病進行血管成形術及其他創傷性治療

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，以治療一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
 - 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
 - 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

- 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；

 - 任何子宮頸上皮內瘤樣病變 (CIN I、CIN II 或 CIN III) 或子宮頸鱗狀上皮內病變；
 - 分類為 T1aN0M0、T1bN0M0 或 FIGO1A、FIGO1B 的卵巢腫瘤；
 - 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；
 - RAI 級別 3 以下的慢性淋巴性白血病；
 - 微小甲狀腺乳頭狀癌；
 - 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；
 - 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。
- 中風

因腦血管的梗塞、出血或因顛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
 - 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。

下列所有項目均不在保障之內：

 - 短暫性腦缺血發作；
 - 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) 因血管病引起之眼目問題，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。
- 診斷必需由由神經科的「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：

- (i) 心肌梗塞的典型臨床症狀（例如：典型胸痛）；
- (ii) 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。

4. 腎衰竭

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。

診斷必需由由腎臟科的「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』。
「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。
「投保前已存在之傷疾」	指任何下述的狀況： <ul style="list-style-type: none"> (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”。
「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；
3. 「您」並沒有合理地尋求或遵從醫療建議；
4. 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」；
5. 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；
6. 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』。
2. 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。
3. 「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。
4. 「您」需負責提供所有確診及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，包括跡象證明、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。
5. 「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。
6. 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保險。「您」可以用年繳或月繳方式支付保費。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或確診的「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」及「您」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%的保障額已支付給「您」。
 - (e) 於保單週年日當天「我們」已停止提供本保險產品。

虛報，失實陳述，漏報及欺詐

1. 虛報年齡或性別
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」及「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」及「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」及「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

1. 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「您」申報後的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」必須立即通知「我們」，「我們」將保留權利在「您」申報後的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「伴您癮」危疾保險保單之保障。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」、投保表格、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「保單持有人」或「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「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。

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。