



## Insurance Policy

# EasyHealth Refundable Hospital Income Plan

## Contents

---

<b>1 DEFINITIONS</b> .....	<b>3</b>
<b>2 GENERAL PROVISIONS</b> .....	<b>6</b>
2.1 The Contract.....	6
2.2 Age and Sex .....	6
2.3 Alterations.....	6
2.4 Incorrect Disclosure or Non-Disclosure .....	6
2.5 Policy Owner .....	6
2.6 Beneficiary.....	7
2.7 Changes of Policy Owner and Beneficiary.....	7
2.8 Assignment.....	7
2.9 Freedom from Restriction.....	7
2.10 Suicide.....	7
2.11 Currency of Payment .....	7
2.12 Notices from the Company .....	8
2.13 Interpretation .....	8
2.14 Cooling-off Period.....	8
2.15 Language.....	8
2.16 Governing Law .....	8
2.17 Contracts (Rights of Third Parties) Ordinance .....	8
<b>3 PREMIUMS AND REINSTATEMENT PROVISIONS</b> .....	<b>9</b>
3.1 Payment of Premiums.....	9
3.2 Renewal.....	9
3.3 Grace Period.....	9
3.4 Deduction of Unpaid Premium .....	9
3.5 Reinstatement.....	9
3.6 Non-Participating .....	10
<b>4 BENEFITS PROVISIONS</b> .....	<b>11</b>
4.1 Death Benefit .....	11
4.2 Accidental Death Benefit .....	11
4.3 Hospitalization Benefits .....	11
4.3.1 Daily Hospital Cash Benefit.....	11
4.3.2 Intensive Care Unit Benefit.....	11
4.3.3 Infectious Disease Benefit .....	12
4.3.4 Reduction of benefits for Confinement outside Designated Places .....	12
4.3.5 Limitation for HIV-related Illness.....	12

4.4 Surrender Benefit.....	13
4.5 Maturity Benefit.....	13
4.6 Deduction from Benefits.....	13
4.7 No Interest on Benefits .....	13
<b>5 EXCLUSIONS .....</b>	<b>14</b>
<b>6 CLAIM PROVISIONS.....</b>	<b>16</b>
6.1 Notice of Claim.....	16
6.2 Proof of Loss.....	16
6.3 Payment of Claim .....	16
6.4 Abandoned Claims .....	16
<b>7 TERMINATION PROVISIONS .....</b>	<b>17</b>
<b>8 OBLIGATION TO PROVIDE INFORMATION .....</b>	<b>18</b>

## **1 DEFINITIONS**

**Accident** - an unforeseen and unexpected event or contiguous series of events of violent, accidental, external and visible nature which shall be the sole cause of a bodily Injury while this Policy is in force.

**Annualised Premium** - in respect of a Policy Year, the monthly premium of that Policy Year multiplied by twelve (12).

**Commencement Date** – the date of premium commencing and the date used for determining the issue age of the Insured.

**Confinement** - a period during which the Insured is admitted into a Hospital or Designated Psychiatric Hospital as an in-patient for Medically Necessary services or treatments on the written recommendation of a Physician as a result of a Disability, provided that the duration of such stay is not less than six (6) consecutive hours. Throughout the period from the Insured's admission until his/her Discharge, the Insured is required to be continuously confined in the Hospital without any physical absence or interruption.

If two or more Confinements are due to the same or related Disability, or to any complications arising from it, such Confinements shall be regarded as one Confinement if each of them is not separated by more than ninety (90) days.

**Congenital Conditions** – medical abnormalities existing at the time of birth, regardless of whether they are known or unknown to the Policy Owner or the Insured, as well as neonatal physical abnormalities developing before the Insured attains sixteen (16) years of age, and shall include but are not limited to strabismus (squint), hydrocephalus, undescended testicle, Meckel's diverticulum, flat foot, heart septal defect and indirect inguinal hernias.

**Company** – FWD Life Insurance Company (Bermuda) Limited.

**Covered Infectious Disease** – a Disability named in the "List of Covered Infectious Diseases" in Annex I to this Policy.

**Designated Psychiatric Hospital** - a licensed institution which specializes in providing mental, psychiatric or psychological treatment as set out in Annex II to this Policy.

**Disability** - any Sickness(es), Disease(s), Illness(es) or Injury(ies) and shall include all Disabilities arising from the same cause including any complications arising from it. More than one Disability per Confinement will be treated as a single Disability for the purpose of benefit payments under this Policy while this Policy is in force.

**Discharge** - the departure of the Insured from the Hospital or Designated Psychiatric Hospital, following finalization of all formal procedures within the Hospital to end the Confinement and billing of outstanding charges for full settlement, with no room or bed retained for the Insured at the Hospital or Designated Psychiatric Hospital.

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

**Hospital** - an establishment duly constituted and registered as a hospital under the laws of the territory in which the establishment is situated for the care and treatment of sick and injured persons as paying bed patients, and which:

1. has facilities for diagnosis and major surgical operations;
2. provides twenty four (24) hours a day nursing services by qualified and registered nurses;
3. is under the supervision of one or more Physicians in regular attendance; and

4. is not primarily a clinic; a place for the care of alcoholics or drug addicts; a sanatorium, a nursing, rest or convalescent home; or home for the aged or a hospice; or a natural cure clinic or health resort; or a place for the treatment of mental disorders; or an establishment for similar purposes.

**Injury** - bodily damage caused directly by an Accident independently of any other causes while this Policy is in force.

**Intensive Care Unit** - a section within a Hospital which is designated as an intensive care unit by the Hospital with one-to-one nursing care, in which patients undergo specialized resuscitation, monitoring and treatment procedures for which a specified daily surcharge is made. The unit must be staffed twenty-four hours a day with highly trained nurses, technicians and doctors, and be equipped with necessary life-saving equipment and monitoring devices that allow continuous assessment of vital body functions such as heart rate, blood pressure and blood chemistry.

**Medically Necessary** - medical or health care services and Confinement which are necessary and consistent with the diagnosis and customary medical treatment for the Disability and recommended by a Physician or Surgeon for the care or treatment of the Disability involved and must be widely accepted professionally in Hong Kong as effective, appropriate and essential based upon recognized standards of the health care specialty involved.

In no event will any of the following be considered to be Medically Necessary:

1. Confinement mainly for the personal comfort or convenience of the Insured or the Physician or any other person.
2. Confinement which the Insured's Disability could safely and adequately be treated while not confined.
3. Confinement for experimental, screening and preventive services, routine physical examinations, health check-ups, or tests not incidental to treatment or diagnosis of a Disability.

**Maturity Date** - the fifteenth (15<sup>th</sup>) Policy Anniversary.

**Physician or Surgeon** - any person other than the Policy Owner, the Insured, an insurance agent of the Insured, business partner(s) of the Insured, employee/employer of the Insured or a member of the Insured's immediate family (unless approved in advance by the Company in writing) who is licensed and registered under the Medical Registration Ordinance of Hong Kong or otherwise legally authorized and entitled to practice western medicine in any country in accordance with the laws of that country, and who is acceptable to the Company.

**Policy** - the terms and conditions of this "EasyHealth Refundable Hospital Income Plan".

**Policy Anniversary** – the same date in each year as the Commencement Date.

**Policy Date** – the date on which coverage under this Policy becomes effective as shown in the Policy Schedule, or the date of reinstatement, whichever is later.

**Policy Year** – shall mean each twelve (12) month period from the Commencement Date.

**Pre-existing Conditions** - any physical, medical or mental condition, or any illness or injury:

1. which existed whether it was known or unknown to the Policy Owner or the Insured; or
2. which was investigated, diagnosed, or treated by a Physician; or
3. for which Physician was consulted; or
4. the signs or symptoms of which commenced, before the Policy Date.

**Psychiatric Disorder** - A Disability which is a mental, behavioral, psychiatric or psychological disorder.

**Sickness, Disease or Illness** - a physical condition marked by a pathological deviation from the normal healthy state which manifests and commences more than thirty (30) days after the Policy Date or the date of reinstatement of this Policy (whichever is later). A sickness, disease or illness is regarded as having occurred when it has been investigated, diagnosed or treated or when its signs or symptoms have manifested which would cause an ordinary prudent person to seek diagnosis, care or treatment. In the event of any conflict or discrepancy of opinions relating to the signs or symptoms of an illness and their manifestation between a Physician and the Insured, the Company shall adopt and follow the Physician's professional opinion.

**Psychiatrist** - any person other than the attending Physician or Surgeon operating on the Insured, the Policy Owner, the Insured, an insurance agent of the Insured, business partner(s) of the Insured, employee/employer of the Insured or a member of the Insured's immediate family (unless approved in advance by the Company in writing) who is a psychiatrist registered in the Specialist Register of the Medical Council of Hong Kong or equivalent and who is acceptable to the Company.

**Total Annualised Premium** – the sum of the Annualised Premium of each Policy Year up to and including the Policy Year in which the Insured died.

**Western Europe** - Austria, Belgium, Denmark, Finland, France, Germany, Greece, Iceland, Ireland, Italy, Luxembourg, Monaco, Netherlands, Norway, Portugal, Spain, Sweden, Switzerland, United Kingdom and Vatican City.

## **2 GENERAL PROVISIONS**

### **2.1 The Contract**

This Policy is issued in consideration of the application and payment of premiums as set out in the Policy Schedule. The application for this Policy, any medical evidence, written statements and declarations furnished as evidence of insurability, and the Policy documents (including but not limited to the Policy Schedule and the documents referred hereto) constitute the entire contract.

All statements made by or for the Insured and/or the Policy Owner shall be considered representations and not warranties.

### **2.2 Age and Sex**

This Policy is issued at the Insured's age on the next birthday following the Commencement Date as set out in the Policy Schedule. If the age or sex of the Insured was misstated in the application for this Policy, the Company shall have the right to:

1. collect the premium shortfall with interest if the premiums paid are less than the premiums that should have been paid for the correct age or sex; or
2. refund the excess premium without interest if the premiums paid are more than the premiums that should have been paid for the correct age or sex.

If the Insured's correct age when the Policy was issued is outside the age range pursuant to the Company's underwriting rules, this Policy shall be void from the outset and the Company shall send a notice to the Policy Owner at his / her last known address. The Company will refund to the Policy Owner the total premium paid under the Policy as at the date of such notice without interest, less any benefit paid under this Policy.

### **2.3 Alterations**

No alterations in the terms and conditions and provisions of this Policy shall be valid unless it is in a written endorsement to this Policy signed by an officer so authorized by the Company. No agent or other persons shall have the authority to change or waive any provision of this Policy.

### **2.4 Incorrect Disclosure or Non-Disclosure**

Incorrect disclosure or non-disclosure of any material facts which, in the Company's opinion, may affect the Company's risk assessment, including but not limited to, age, gender and other material facts declared on the relevant application form or otherwise provided in the Policy application process, may render this Policy void from the Policy Date, unless the Company confirms otherwise in writing. The Company's liability shall be limited to the amount of total premium paid without interest, less any benefit which has been paid under this Policy.

### **2.5 Policy Owner**

The Policy Owner is the person designated in the Policy Schedule. Only the Policy Owner can exercise all rights, privileges and options provided under this Policy while the Insured is alive and this Policy is in force.

Notwithstanding anything contained in this Policy, if the Policy Owner holds this Policy in trust for the Beneficiary by virtue of an express trust, any rights, privileges and options to

be exercised by the Policy Owner shall be deemed to be exercised by the Policy Owner with the consent of the Beneficiary and exercised for the sole benefit of the Beneficiary.

## **2.6 Beneficiary**

The Beneficiary is the person or persons entitled to the proceeds of this Policy upon the death of the Insured. During the lifetime of the Insured, a Beneficiary has no right to deal in any way with this Policy.

Such proceeds of this Policy shall be paid to the nominated Beneficiary or, if there is no nominated Beneficiary, to the Policy Owner or, if the Policy Owner is deceased, to the appointed Executor(s) or Administrator(s) of the Policy Owner's estate, as the case may be.

The interest of any joint Beneficiary who predeceases the Insured shall accrue to the surviving Beneficiaries in such proportion as they are nominated and if no nomination equally. If no nominated Beneficiary survives the Insured, the proceeds of this Policy upon the death of the Insured shall vest in the Policy Owner or, if the Policy Owner is deceased, to the appointed Executor(s) or Administrator(s) of the Policy Owner's estate, as the case may be.

If any Beneficiary dies simultaneously with the Insured, the proceeds of this Policy shall, unless otherwise provided in the application or in a written request, be paid to the same payee or payees and in the same manner as if the person who is older by age had died before the person who is younger by age.

## **2.7 Changes of Policy Owner and Beneficiary**

The Policy Owner may, while the Insured is alive and this Policy is in force, change the Policy Owner or the Beneficiary of this Policy by filing written request satisfactory to the Company. Once received and recorded by the Company, the change shall be effective as of the date the notice was signed, regardless of whether the Insured or the Policy Owner is living at the time the notice is received by the Company.

## **2.8 Assignment**

Notwithstanding anything to the contrary in this Policy, this Policy or the benefits hereunder cannot be assigned by the Policy Owner.

## **2.9 Freedom from Restriction**

Unless otherwise specified, this Policy contains no restrictions upon the Insured in respect of travel, residence, or occupation.

## **2.10 Suicide**

If the Insured dies by suicide, whether sane or insane, within thirteen (13) calendar months from the later of the Policy Date or the date of reinstatement, the Company's liability shall be limited to the amount of the premiums paid without interest, less any indebtedness and any benefit which has been paid under this Policy.

## **2.11 Currency of Payment**

All amounts payable either to or by the Company shall be payable in the Currency specified in the Policy Schedule.



**2.12 Notices from the Company**

Any notice to be given under this Policy will be sent to the latest address of the Policy Owner as notified to the Company, and will be deemed to have been received by the Policy Owner 48 hours after posting.

**2.13 Interpretation**

Throughout this Policy, where the context so admits, words embodying the masculine gender shall include the feminine gender, and words indicating the singular case shall include the plural and vice-versa.

Should any conflict arise in respect of the interpretation of any provisions in this Policy and any other material otherwise produced by the Company, then the provisions of this Policy shall prevail.

**2.14 Cooling-off Period**

The Policy Owner has the right to cancel this Policy and obtain a refund of any premium(s) paid without interest, by giving a written notice to the Company, provided that no claim payment has been made under this Policy. Such notice must be signed by the Policy Owner and received directly by the Company within twenty-one (21) days after the delivery of this Policy or issue of a notice (informing the Policy Owner of the availability of this Policy and the expiry date of the cooling-off period) to the Policy Owner or his/her representative, whichever is the earlier.

**2.15 Language**

This Policy appears in the Chinese and English languages. In the event of any conflict between these two versions, the English language version shall govern and prevail.

**2.16 Governing Law**

This Policy shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

**2.17 Contracts (Rights of Third Parties) Ordinance**

The Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) does not apply to this Policy, and only the Company and the Policy Owner or their authorized representatives can enforce the terms of this Policy.

### **3 PREMIUMS AND REINSTATEMENT PROVISIONS**

#### **3.1 Payment of Premiums**

The premium amount is specified in the Policy Schedule. Premiums are payable until the date as specified in the Policy Schedule. They shall be paid on a monthly basis or with such other frequency as the Company permits. Premiums once paid are fully earned.

Premium due dates, Policy anniversaries and Policy Years are determined from the Commencement Date as shown in the Policy Schedule. The first premium is due on the Commencement Date. In the event that the first premium is not paid within thirty (30) days from the Policy Date, this Policy shall be deemed null and void, and the Company shall not be liable to pay any benefit under this Policy.

After payment of the first premium, failure to pay a premium on or before its due date shall constitute default in payment of premium.

#### **3.2 Renewal**

This Policy shall be automatically renewed at each Policy Anniversary for another Policy Year until the Maturity Date based on the then terms and conditions of this Policy, provided that premiums under this Policy are paid when due. The premium rates for each renewal are not guaranteed and subject to change at the sole discretion of the Company.

#### **3.3 Grace Period**

The Company shall allow a Grace Period of thirty (30) days after the premium due date for payment of each premium after the first premium. If a premium is still unpaid at the expiration of the Grace Period, this Policy shall cease to be in force from the date of the first unpaid premium without prejudice to any claim arising prior to the date the Policy ceases to be in force. Any due and unpaid premium shall be deducted from any benefit otherwise payable.

#### **3.4 Deduction of Unpaid Premium**

In the event of the premium being paid by installments other than yearly, the Company shall deduct from any death benefit payable under this Policy the amount of unpaid premiums (if any) for the whole of the then current year of insurance, together with any other indebtedness which may be owing under the Policy.

#### **3.5 Reinstatement**

Within one (1) year from the date of a default in payment of premium pursuant to which this Policy was terminated, this Policy may be reinstated at the Company's absolute discretion, provided that the Insured is still alive and insurable by the Company's underwriting rules.

Subject to the terms of this Policy and the Company's rules and regulations from time to time, the Policy Owner may apply for reinstatement of this Policy if:

1. a written application for reinstatement is furnished to the Company; and
2. the Policy Owner provides evidence of insurability satisfactory to the Company that the Insured is insurable on the same basis as when this Policy was issued; and

3. the Policy Owner pays all the unpaid premiums with interest, at a rate determined by the Company from time to time, from the date of the default in payment of premium.

The Policy will be reinstated only from such date as notified in writing by the Company ('date of reinstatement'). The reinstated Policy shall cover only Confinements caused by a Disability sustained after the date of reinstatement.

### **3.6 Non-Participating**

This Policy is non-participating and shall not share in the divisible surplus of the Company's life insurance funds.

## **4 BENEFITS PROVISIONS**

While this Policy is in force and subject to the terms, conditions, exclusions, limitations and restrictions in this Policy, the Company will, upon receipt of due proof and the Company's approval, pay the benefit(s) in accordance with these Benefit Provisions.

### **4.1 Death Benefit**

Subject to Clause 2.10, if the Insured dies before the Maturity Date, the Company shall, upon receipt of due proof of the death and any other documents as required by the Company, pay to the Beneficiary one hundred and fifty percent (150%) of the Total Annualised Premium under this Policy.

### **4.2 Accidental Death Benefit**

Subject to Clause 2.10, if the Insured dies as a result of an Accident before the Maturity Date, the Company shall, in addition to the Death Benefit in Clause 4.1, pay to the Beneficiary an additional benefit of fifty percent (50%) of the Total Annualised Premium under this Policy.

### **4.3 Hospitalization Benefits**

The benefits payable under this Clause 4.3 are fixed as per the Policy Schedule or any endorsement attachment thereto, regardless of the actual fees or expenses incurred.

#### **4.3.1 Daily Hospital Cash Benefit**

The Company will pay to the Policy Owner the daily hospital cash amount for each day of the Insured's Confinement in a Hospital as a result of a Disability other than a Psychiatric Disorder. The maximum period for which this benefit is payable per Disability (other than a Psychiatric Disorder) is seven hundred and thirty (730) days.

The Company will pay to the Policy Owner the daily hospital cash amount for each day of the Insured's Confinement in a Designated Psychiatric Hospital for the treatment of Psychiatric Disorder during such Confinement, provided that such Confinement and treatment are recommended in writing by a Psychiatrist and subject to the maximum period of thirty (30) days of per Policy Year regardless of the number of Psychiatric Disorders suffered.

The daily hospital cash amount payable under this benefit is set out in the Policy Schedule.

#### **4.3.2 Intensive Care Unit Benefit**

The Company will pay to the Policy Owner an Intensive Care Unit Benefit which equals the amount of the Daily Hospital Cash Benefit payable for each day the Insured is admitted to the Intensive Care Unit during the period of the Insured's Confinement as a result of a Disability, provided the Insured is admitted to the Intensive Care Unit on the written recommendation of the attending Physician.

The Intensive Care Unit Benefit payable is set out in the Policy Schedule and the maximum period for which this benefit is payable shall not exceed

ninety (90) days per Disability. This Benefit is in addition to other benefits payable under this Policy, and is payable in respect of a Disability only when the Daily Hospital Cash Benefit is payable for the same Disability.

#### **4.3.3 Infectious Disease Benefit**

The Company will pay to the Policy Owner an Infectious Disease Benefit which equals the amount of the Daily Hospital Cash Benefit payable for each day of the Insured's Confinement in a Hospital as a result of Covered Infectious Disease(s).

The Infectious Disease Benefit payable is set out in the Policy Schedule and the maximum period for which this benefit is payable shall not exceed thirty (30) days per Disability. This Benefit is in addition to other benefits payable under this Policy, and is payable in respect of a Covered Infectious Disease only when the Daily Hospital Cash Benefit is payable for the same Covered Infectious Disease(s).

#### **4.3.4 Reduction of benefits for Confinement outside Designated Places**

Notwithstanding anything to the contrary in Clauses 4.3.1, 4.3.2 and 4.3.3, if the Confinement occurs in places other than Hong Kong, Macau, South Korea, Taiwan, Singapore, Malaysia, Thailand, Japan, Canada, U.S.A, Western Europe, Australia and New Zealand:-

1. any benefit payable for each day of Confinement under Clauses 4.3.1, 4.3.2 and 4.3.3 shall be reduced to fifty (50) percent of the benefit as stated in the Policy Schedule or the Endorsement attached thereto, and further.
2. the maximum period for which the Daily Hospital Cash Benefit is payable per Disability (other than a Psychiatric Disorder) under Clause 4.3.1 shall be reduced to ninety (90) days.

#### **4.3.5 Limitation for HIV-related Illness**

Notwithstanding Clauses 4.3.1 and 4.3.2, no Daily Hospital Cash Benefit or Intensive Care Unit Benefit shall be paid in respect of any Human Immunodeficiency Virus (HIV) related Disability, including Acquired Immunization Deficiency Syndrome (AIDS) and/or any mutations, derivations or variations, which is derived from an HIV infection (except due to blood transfusion), unless the signs or symptoms of such Disability first occur after the Policy has been effective for five (5) consecutive Policy Years from the Policy Date or the date of reinstatement of this Policy (whichever is later). The maximum period for which the Daily Hospital Cash Benefit and the Intensive Care Unit Benefit are payable in respect of HIV related Disabilities is thirty (30) days per Policy Year regardless of the number of HIV related Disabilities suffered.

#### 4.4 Surrender Benefit

While the Policy is in force and the Insured is alive, if the Policy Owner surrenders this Policy before the Maturity Date, the Company shall pay the Surrender Benefit which is expressed as a percentage of the actual total premium paid under this Policy up to the date of surrender, as set out below:

<b>Surrender during Policy Year</b>	<b>% of Total Premiums Paid</b>
1st	0%
2nd	0%
3rd	0%
4th	0%
5th	0%
6th	10%
7th	20%
8th	30%
9th	40%
10th	50%
11th	60%
12th	70%
13th	80%
14th	90%
15th	100%

#### 4.5 Maturity Benefit

While the Policy is in force and the Insured is alive on the Maturity Date, subject to the terms of this Policy, the Company shall pay to the Policy Owner one hundred and two (102) percent of the actual total premium paid under this Policy.

#### 4.6 Deduction from Benefits

Any outstanding premiums related to this Policy and other amounts due to the Company under this Policy will be deducted from any and all benefits when payable under this Policy.

#### 4.7 No Interest on Benefits

The benefits payable under this Policy shall not carry any interest.

## 5 EXCLUSIONS

No Daily Hospital Cash Benefit, Intensive Care Unit Benefit or Infectious Disease Benefit is payable under this Policy when the Confinement is directly or indirectly caused by:

1. Congenital Conditions.
2. Pre-existing Conditions.
3. Intentional self-inflicted injury or attempted suicide, while sane or insane and while intoxicated or not; Disability arising out of excessive consumption of alcohol or narcotics or similar drugs or agents unless prescribed by a Physician for the treatment of a Disability.
4. Conditions arising from surgical, mechanical or chemical contraceptive methods of birth control or the reversal of birth control or treatment pertaining to infertility.
5. Cosmetic surgery or plastic surgery, preventive or vaccination treatment not related to a Disability, except as necessitated by bodily Injuries wholly caused by an Accident occurring after the Policy Date; dental care, surgery and treatment, except as necessitated by the need to restore sound natural teeth that are damaged wholly by Injury occurring after the Policy Date and the restoration is only to restore the basic function of the natural teeth that existed prior to the Injury.
6. War or any act of war, terrorism or terroristic activities, declared or undeclared, hostilities, rebellion, revolution, insurrection, coup or usurped power or active duty in the military, naval or air forces of any country or international authority.
7. Any Disability resulting from:
  - (i) Racing of any kind other than on foot.
  - (ii) Participation in all forms of professional sports competition with reward and income.
  - (iii) Motorcycling other than on roadways designed primarily for motor traffic.
  - (iv) An activity in the air other than as a fare paying passenger on a duly licensed commercial aircraft.
  - (v) Deep water diving over thirty (30) meters requiring the use of breathing apparatus.
  - (vi) Abseiling and mountain climbing requiring the use of ropes and/or pitons.
  - (vii) Winter sports other than ice-rink skating.
  - (viii) Deliberate exposure to exceptional danger in the opinion of the Company except in an effort to save human life.
  - (ix) Nuclear radiation, or contamination or the use of ionization or combustion of any nuclear weapons.
8. Pregnancy, childbirth (including surgical delivery), miscarriage which is not a result of Accident, abortion and prenatal or postnatal care.
9. The participation in any criminal event (including the consumption of illegal drugs).
10. Trans-sexual surgery.

No Accidental Death Benefit is payable under this Policy when the death of the Insured is directly or indirectly caused by:

1. Disease or infection (except infections which occur through an accidental cut or wound).
2. Pregnancy, childbirth (including surgical delivery) and abortion irrespective of whether such event is accelerated or induced by an Injury.
3. Intentional self-inflicted injury or attempted suicide, while sane or insane and while intoxicated or not.
4. Any drug unless taken in accordance with the lawful directions and prescription of a qualified and registered Physician.
5. Accident occurring while or because the Insured is under the influence of alcohol.
6. Poison, gas or fumes, voluntarily or otherwise taken, absorbed or inhaled, other than as a result of an Accident arising from a hazardous incident in relation to the Insured's occupation.
7. War or any act of war, terrorism or terroristic activities, declared or undeclared, hostilities, rebellion, revolution, insurrection, coup or usurped power or active duty in the military, naval or air forces of any country or international authority.
8. Any activity in the air other than as a fare paying passenger on a duly licensed commercial aircraft.
9. The participation in any criminal event (including the consumption of illegal drugs).

10. Racing of any kind other than on foot.
11. Nuclear radiation, or contamination or the use of ionization or combustion of any nuclear weapons.
12. Participation in all forms of professional sports competition with reward and income.



## **6 CLAIM PROVISIONS**

### **6.1 Notice of Claim**

Written notice of a claim must be given to the Company within thirty (30) days (and in any case no later than six (6) months) from the date of Discharge from Confinement or the date of death of the Insured. Any claims received after the said period shall not be accepted, unless the Company in its sole discretion decides otherwise.

### **6.2 Proof of Loss**

Upon receipt of a notice of claim, the Company shall provide the claimant with such forms as it requires for filing proof of loss.

Written proof of loss satisfactory to the Company must be given to the Company within ninety (90) days after the time the proof is required or as soon thereafter as is reasonably possible, and in no event, except in the absence of legal capacity, later than six (6) months from the time the proof is required.

All certificates, information and evidence required by the Company shall be furnished at the expense of the claimant.

The Insured shall, at the Company's request and expense, submit to a medical examination by a Physician designated by the Company in the Hong Kong Special Administrative Region, when and so often as the Company may reasonably require.

### **6.3 Payment of Claim**

The benefits of this Policy shall be payable to the Policy Owner or the nominated Beneficiary or any other person who is entitled to the benefits under this Policy, as the case may be, whose receipt shall constitute a sufficient discharge of all the Company's obligations under this Policy in respect of such benefit and conclusive evidence that the relevant claims under this Policy have been duly satisfied.

### **6.4 Abandoned Claims**

If the Company declines any claim under this Policy and the Policy Owner does not initiate any legal action in respect of such claim within twelve (12) calendar months from the date of such decline, the claim for all purposes shall be deemed abandoned and shall not be recoverable afterwards.

## **7 TERMINATION PROVISIONS**

This Policy shall terminate on the earliest of the following:-

1. The death of the Insured; or
2. The Maturity Date; or
3. The date of Policy surrender. Such date is determined in accordance with the Company's applicable rules and regulations in relation to Policy surrender; or
4. The end of the Grace Period of any premium due and not received by the Company.

## **8 OBLIGATION TO PROVIDE INFORMATION**

The Policy Owner acknowledges that the Company and / or its affiliates are obliged to comply with legal and / or regulatory requirements in various jurisdictions as promulgated and amended from time to time (the "Applicable Requirements"), including obligations to provide clients' information (including personal information) to relevant authority and / or to verify the identity of its clients.

The Policy Owner agrees that from time to time the Company shall have the right to request from the Policy Owner, and disclose to relevant authority(ies), various information about the Policy Owner, the Beneficiary and this Policy as required under Applicable Requirements for the following purposes:

1. for the Company to issue this Policy to the Policy Owner;
2. for the Company to provide benefits available to the Policy Owner and / or the Beneficiary under the terms of this Policy; and / or
3. for this Policy to remain in force in accordance with its terms.

In addition, the Policy Owner agrees to notify the Company in writing within 30 days if there is any change to any of the information previously provided to the Company (whether at time of application or at any other time).

If the Policy Owner does not provide such information within the time period as reasonably requested by the Company, notwithstanding any other provisions of this Policy the Company shall be entitled to, upon prior written notice to the Policy Owner and to the extent permitted by Applicable Requirements:

1. Report this Policy and / or information about the Policy Owner and / or the Beneficiary to relevant authority(ies);
2. if the information is requested by the Company on or before the inception of this Policy but is not provided within ninety (90) days from the Policy Date, the Company shall be entitled to deem this Policy null and void from the outset, and the Company shall refund to the Policy Owner the total premium paid under the Policy as at the date of such notice without interest, less any benefit paid under this Policy;
3. In any case other than 2. above, terminate this Policy and return to the Policy Owner the surrender value without interest which shall be calculated pursuant to applicable terms and conditions under this Policy net of any outstanding amounts relating to this Policy, and / or
4. Take any such other action(s) as may be reasonably required including but not limited to making adjustments to the values, balances, benefits or entitlements under this Policy.

Prior to the expiry of such time period (which for the purpose of 2. above shall mean the period of ninety (90) days from the Policy Date) and notwithstanding any other provisions of this Policy, the Company shall have the sole discretion to suspend or defer any transaction or provision of any services to the Policy Owner under this Policy, including the payment of any benefit, if any information reasonably requested by the Company under Applicable Requirements remains outstanding.

**Annex I**  
**Covered Infectious Diseases**

1	Malaria
2	Cholera
3	Dengue Fever
4	Tetanus
5	Measles
6	Rabies
7	Yellow Fever
8	Scarlet Fever
9	SARS
10	Japanese Encephalitis
11	Meningococcal Infection
12	Creutzfeldt-Jakob Disease (Mad Cow Disease)
13	Legionnaires' Disease
14	Amoebic Dysentery
15	Anthrax
16	Leprosy
17	Diphtheria
18	Acute Poliomyelitis
19	Plague
20	Tuberculosis

**Annex II**  
**Designated Psychiatric Hospital**

- Alice Ho Miu Ling Nethersole Hospital
- Castle Peak Hospital
- Kowloon Hospital
- Kwai Chung Hospital
- Pamela Youde Nethersole Eastern Hospital
- Queen Mary Hospital
- Shatin Hospital
- Tai Po Hospital
- Tuen Mun Hospital
- United Christian Hospital
- Macau: Conde S. Januário Hospital