

Critical Illness Benefit

This Supplementary Benefit (i.e. Critical Illness Benefit) forms part of the Policy. Should any provisions of this Supplementary Benefit be inconsistent with any provisions of the Policy, the former shall prevail for the purpose of this Supplementary Benefit. Definitions used in this Supplementary Benefit where defined in the Policy shall have the same meaning as in the Policy except where specifically provided for in this Supplementary Benefit.

1. Meanings And Definitions

“Accident” shall mean an unforeseen and unexpected event of violent, accidental, external and visible nature which shall independently of any other cause be the sole cause of bodily injury.

“Critical Illness” refers to Cancer, Heart Disease or Stroke as defined under this Policy.

Subject to all the terms herein, the following types of Critical Illness are covered under the Critical Illness Benefits of this Policy:

A. Cancer

A malignant tumour, characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissue. The cancer must be confirmed by histological evidence of malignancy on a pathology report. The term cancer includes leukemia, lymphoma, and Hodgkin’s disease.

Notwithstanding anything stated herein, all of the following cancers are excluded from Critical Illness Benefit:

- All tumours which are histologically described as benign, pre-malignant or dysplasia;
- Any lesion described as carcinoma in-situ;
- All skin cancers other than malignant Melanomas;
- Cervical Intra-epithelial Neoplasia (CIN I, CIN II, or CIN III) or Squamous Intra-epithelial lesion;
- Tumours of the ovary classified as T1aN0M0 or FIGO 1A;
- Prostate cancers which are histologically described as TNM Classification T1a or T1b or are of another equivalent or lesser classification;
- Chronic Lymphocytic Leukaemia less than RAI Stage 3;
- Any tumour of the thyroid histologically classified as T1N0M0 or T0N0M0 according to the TNM Classification.

B. Heart Disease

“Heart Disease” means one of the following:

1. Cardiomyopathy

An impaired function of the heart muscle, unequivocally diagnosed as Cardiomyopathy by a Registered Medical Practitioner who is a cardiologist, and which results in permanent physical impairment to the degree of New York Heart Association classification Class IV, or its equivalent, for at least six (6) months based on the following classification criteria:

Class IV — Inability to carry out any activity without discomfort. Symptoms of congestive cardiac failure are present even at rest. With any increase in physical activity, discomfort will be experienced.

The Diagnosis of Cardiomyopathy must be supported by echographic findings of compromised ventricular performance.

Notwithstanding anything stated herein, Cardiomyopathy directly related to alcohol or drug abuse is excluded.

2. Coronary Artery Bypass Surgery

The actual undergoing of open-heart surgery to correct narrowing or blockage of one or more coronary arteries with insertion of bypass graft(s). The procedure must be considered medically necessary by a Registered Medical Practitioner who is a consultant cardiologist.

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

3. Dissecting Aortic Aneurysm

A condition where the inner lining of the aorta (intima layer) is interrupted so that blood enters the wall of the aorta and separates its layers. For the purpose of this definition, aorta shall mean the thoracic and abdominal aorta but not its branches. The diagnosis must be made by a Registered Medical Practitioner who is a specialist with computed tomography (CT) scan, magnetic resonance imaging (MRI), magnetic resonance angiograph (MRA) or angiogram. Emergency surgical repair is required.

4. Eisenmenger’s Syndrome

Development of severe pulmonary hypertension and shunt reversal resulting from heart condition. The diagnosis must be made by a Registered Medical Practitioner who is a specialist with echocardiography and cardiac catheterisation and supported by the following criteria:

- Mean pulmonary artery pressure > forty (40) mmHg;
- Pulmonary vascular resistance > three (3) mmHg.min/L (Wood units); and
- Normal pulmonary wedge pressure < fifteen (15) mmHg.

5. Heart Attack

The death of a portion of the heart muscle (myocardium) as a result of inadequate blood supply, where all of the following criteria are met:

- A history of typical chest pain;
- New characteristic ECG changes indicating acute myocardial infarction at the time of the relevant cardiac incident; and
- Either
 - (i) elevation of cardiac enzymes (CPK-MB) at levels above the generally accepted laboratory levels of normal, or
 - (ii) troponins recorded at a level of Troponin I > 0.5 (zero point five) ng/ml or higher

6. Heart Valve Surgery

The actual undergoing of open-heart surgery to replace or repair one (1) or more heart valves, as a consequence of defects in, abnormalities of, or disease-affected cardiac valve(s). The surgery must be considered medically necessary by a Registered Medical Practitioner who is a consultant cardiologist and supported by appropriate investigations. Notwithstanding anything stated herein, Catheter based techniques including but not limited to, balloon valvotomy/ valvuloplasty are all excluded from Critical Illness Benefit.

7. Infective Endocarditis

Inflammation of the inner lining of the heart caused by infectious organisms, where all of the following criteria are fully met:

- Positive result of the blood culture proving presence of the infectious organism(s);
- Presence of at least moderate heart valve incompetence (meaning regurgitant fraction of twenty percent (20%) or above) or moderate heart valve stenosis (resulting in heart valve area of thirty percent (30%) or less of normal value) attributable to Infective Endocarditis; and
- The Diagnosis of Infective Endocarditis and the severity of valvular impairment are confirmed by a Registered Medical Practitioner who is a cardiologist.

8. Other Serious Coronary Artery Disease

Severe coronary artery disease in which at least three (3) major coronary arteries are individually occluded by a minimum of sixty percent (60%) or more, as proven by coronary angiogram only (non-invasive diagnostic procedures excluded).

For purposes of this definition, "major coronary artery" refers to any of the left main stem artery, left anterior descending artery, circumflex artery and right coronary artery (but not including their branches).

9. Primary Pulmonary Arterial Hypertension

A primary and unexplained increase in pulmonary artery pressure causing signs of right heart strain and failure. There must be permanent irreversible physical impairment to the degree of at least Class III of the New York Heart Association Classification of cardiac impairment. Pulmonary hypertension associated with lung disease, chronic hypoventilation, pulmonary thromboembolic disease, diseases of the left side of the heart and congenital heart disease are specifically excluded. The diagnosis of primary pulmonary hypertension needs to be made by a Registered Medical Practitioner who is a cardiologist or a specialist in respiratory medicine and needs to be supported by data provided at cardiac catheterisation.

The diagnosis must be supported by all three (3) of the following criteria:

- Mean pulmonary artery pressure > forty (40) mmHg; and
- Pulmonary vascular resistance > three (3) mmHg.min/L (Wood units); and
- Normal pulmonary wedge pressure < fifteen (15) mmHg.

10. Surgery to Aorta

Undergoing of a surgery to treat a disease of aorta by excision and replacement of a portion of diseased aorta with a graft. For this definition, aorta means the thoracic and abdominal aorta but not its branches. Surgery to treat peripheral vascular disease of the aortic branches is excluded even if a portion of aorta is removed during the operative procedure.

C. Stroke

A cerebrovascular incident resulting in irreversible death of brain tissue due to intracranial hemorrhage or due to embolism or due to thrombosis in an intra-cranial vessel. Subarachnoid hemorrhage is also covered under this definition. This event must result in neurological functional impairment with objective neurological abnormal signs on physical examination by a Registered Medical Practitioner who is a neurologist at least six (6) weeks after the event. The diagnosis must also be supported by findings on Magnetic Resonance Imaging, Computerised Tomography or cerebral spinal fluid examination and must be consistent with the diagnosis of a new stroke.

Notwithstanding anything stated herein, all of the followings are excluded from any Critical Illness Benefit:

- Transient Ischaemic Attacks (TIA) with symptoms lasting less than twenty four (24) hours;
- Brain damage due to an Accident or injury, infection, vasculitis, inflammatory disease or migraine;
- Disorders of the blood vessels affecting the eye including infarction of the optic nerve or retina;
- Ischaemic disorders of the vestibular system;
- Asymptomatic silent stroke found on imaging.

Critical Illness is further described in the terms herein, including but not limited to Clause 4 for the below benefit details and Clause 5 for exclusions.

“Critical Illness Benefits” means the additional benefits payable upon the Life Insured being diagnosed with any Critical Illness pursuant from Clauses 4 to 6, subject to all the exclusions and terms stated herein.

“Designated Mainland China Hospital” means the list of hospitals in the mainland China as designated and updated by us from time to time at our own discretion without prior notice.

“Heart Disease” refers to an illness/sickness suffered by or Surgery undertaken by the Life Insured with signs or symptoms or diagnosis fallen with the scope of Critical Illness section B of Clause 1.

“HIV Due to Blood Transfusion and Occupationally Acquired HIV” means infection with Human Immunodeficiency Virus (“HIV”) through either (a) or (b) below, where a Cure has not become available prior to the infection:

(a) Infection through a blood transfusion provided that all of the following conditions are met and are proved to the Company’s satisfaction:

- The Life Insured does not suffer from Thalassaemia Major or Haemophilia;
- Proof of sero-conversion from HIV negative to HIV positive occurring during the one-hundred and eighty (180) days after the documented blood transfusion. This proof must include a negative HIV antibody test conducted within five (5) days of the blood transfusion;
- The blood transfusion was medically necessary or given as part of a medical treatment;
- The blood transfusion was received in the Hong Kong SAR after the Issue Date, Policy Date, effective date of last reinstatement or effective date of Change of Life Insured, whichever is the latest; and
- The source of the infection is established to be from an institution which is legally allowed to carry out blood transfusion, that provided the blood transfusion and the institution is able to trace the origin of the HIV tainted blood.

(b) Infection resulted from an Accident occurring after the Issue Date, Policy Date, effective date of last reinstatement or the effective date of Change of Life Insured, whichever is the latest, whilst the Life Insured was carrying out the normal professional duties of his or her occupation in the Hong Kong SAR, provided that all of the following conditions are met and are proved to the Company’s satisfaction:

- Proof that the Accident involved a definite source of the HIV infected fluids;
- Proof of sero-conversion from HIV negative to HIV positive occurring during the one-hundred and eighty (180) days after the documented Accident. This proof must include a negative HIV antibody test conducted within five (5) days of the Accident;
- HIV infection resulting from any other means including sexual activity and the use of intravenous drugs is excluded; and
- The occupation of the Life Insured, at the time of Accident, is a Registered Medical Practitioner, housemen, medical student, registered nurse, medical laboratory technician, dentist (surgeon and nurse) or paramedical worker, working in medical centre or clinic in the Hong Kong SAR.

For the purpose of this definition, “Cure” means any treatment that renders the HIV inactive or noninfectious.

“Hong Kong SAR” means the Hong Kong Special Administrative Region of the People’s Republic of China.

“Registered Medical Practitioner” means any Medical Practitioner duly qualified and legally registered as such under the Medical Registration Ordinance of the Hong Kong SAR or any amendment thereto, or otherwise authorised and entitled to practise western medicine in any other country as accepted by us in accordance with the laws of that country and who is other than the Life Insured or the Policyholder or a member of the Life Insured’s or the Policyholder’s immediate family.

“Stroke” refers to an illness/sickness suffered by the Life Insured or Surgery undertaken by the Life Insured with signs or symptoms or diagnosis fallen under Critical Illness section C of Clause 1.

“Surgery” means the surgical procedures required for the different sickness/illness under the Critical Illness of Clause 1.

2. Premiums

- (a) Premiums for this Supplementary Benefit are payable to us while the Life Insured is living, on or before the relevant premium due dates until the relevant Payment Cessation Date as stated in Policy Schedule 1 or in any Policy Endorsement.
- (b) All premiums for this Supplementary Benefit are payable in the same policy currency as the Basic Plan of the Policy.
- (c) Any outstanding premiums for this Supplementary Benefit must be paid before any benefits are payable under this Supplementary Benefit.
- (d) If a premium is not paid by the end of the Grace Period, this Supplementary Benefit will immediately lapse with effect as at the due date of the first unpaid premium.

3. Reinstatement

If this Supplementary Benefit has lapsed due to non-payment of premium under Clause 2(a) above, you may apply to reinstate this Supplementary Benefit within one year from the date of lapse. To reinstate this Supplementary Benefit, we may require from you:

- (a) a written application for reinstatement;
- (b) production, at your expense, of evidence of insurability satisfactory to us;
- (c) payment of all overdue premiums with interest;

Interest on overdue premiums will be calculated at a rate determined by us from time to time.

We have the sole discretion to grant approval for your application for reinstatement of this Supplementary Benefit.

4. Critical Illness Benefit

- (a) Subject to all the terms herein, we will pay you the Protection Amount of Critical Illness Benefit as defined and stated in Policy Schedule as the additional payment upon the Life Insured being diagnosed by a Registered Medical Practitioner with any of the below Critical Illness:
 - i. Cancer; or
 - ii. Heart Disease; or
 - iii. Stroke
- (b) Critical Illness Benefit is further described in Clause 1 for details of the respective coverage, subject to the exclusions of each of the Critical Illness under the Critical Illness Benefits.
- (c) The Critical Illness as mentioned in Clause 4(a) above is payable upon satisfaction of all of the below conditions:
 - i. the date of diagnosis of any one Critical Illness is prior to the Policy Anniversary at which the Life Insured's Age is eighty (80);
 - ii. the Life Insured has survived for no less than fourteen (14) days following the diagnosis of any one Critical Illness; and
 - iii. one (1) year waiting period between the first diagnosis date of the current claim and the first diagnosis date of the last approved claim of the Critical Illness Benefit.
- (d) For the avoidance of doubt, only one claim of Critical Illness Benefit is payable. Upon payment of the claimed Critical Illness pursuant to Clause 4(a), we shall be relieved from any further liability under such Critical Illness Benefit.
- (e) This Critical Illness Benefit shall terminate upon the Policy Anniversary at which the Life Insured reaches Age eighty (80).

5. Exclusions

No Critical Illness Benefits under this Policy shall be payable under any of the following conditions:

- (a) Any pre-existing conditions from which the Life Insured was suffering prior to the Issue Date, the Policy Date or the effective date of last reinstatement, whichever is the latest; or
- (b) Any illness contracted by the Life Insured within the first ninety (90) days following the Issue Date, the Policy Date or the effective date of last reinstatement, or
- (c) Intoxication by drugs not prescribed by a Registered Medical Practitioner or abuse of alcohol; or
- (d) Presence of Human Immunodeficiency Virus (HIV) infection on or before the diagnosis date of Critical Illness (except for "HIV Due to Blood Transfusion and Occupationally Acquired HIV" as defined in the definition Clause 6(c)).

6. Notice And Proof Of Claims for Critical Illness Benefits

- (a) A claim must be made within ninety (90) days of the Life Insured becoming aware that he is suffering from Critical Illness, and whilst this Policy is in force. If the claim is not made within the time specified, we will not be liable to pay any benefit under this Policy unless it is shown to us (to our satisfaction) that it was not reasonably practicable to make such a claim within the period specified above, and that the claim was made as soon as was reasonably practicable. We will process the claims one after another according to the timing when we have actually received the claims. Claims made under "HIV Due to Blood Transfusion and Occupationally Acquired HIV" are subject to additional requirements as set out in Clause 6(c) below.
- (b) Proof of occurrence of the Critical Illness must be provided by the Life Insured or Policyholder in the form of medical report from the appropriate Registered Medical Practitioner as agreed by us and confirmatory result from medical investigations acceptable to us including but not limited to clinical, radiological, histological, and laboratory evidence. We reserve the right to require the Life Insured to undergo an examination or other reasonable and appropriate tests to confirm the occurrence of Critical Illness at the cost of the Policyholder. If the Life Insured is diagnosed by the Registered Medical Practitioner in the mainland China as suffering from Critical Illness, medical evidence proof that is satisfactory to us must be provided by a Designated Mainland China Hospital.
- (c) Where a Critical Illness Benefits claim is made in reliance on the "HIV Due to Blood Transfusion and Occupationally Acquired HIV" exception referred to in Clause 5(d), the claimant must also satisfy the following requirements on notice and documentary proof:
- (i) where the HIV infection is due to blood transfusion, the Policyholder shall provide the following to our satisfaction:
- notification in a prescribed form within thirty (30) days of the blood transfusion leading to infection with HIV;
 - evidence of negative HIV antibody test conducted within five (5) days of the relevant blood transfusion;
 - provide within six (6) months of the relevant blood transfusion, documents the Company may request to satisfy that the conditions stated in the definition of "HIV Due to Blood Transfusion and Occupationally Acquired HIV" are met; and
 - any other documents we may reasonably request.
- (ii) where the HIV infection is acquired in an Accident in the course of work as stipulated in the definition of "HIV Due to Blood Transfusion and Occupationally Acquired HIV", the Policyholder shall provide the following to our satisfaction:
- notification in a prescribed form within thirty (30) days of the Accident at work place leading to infection with HIV;
 - evidence of negative HIV antibody test conducted within five (5) days of the Accident;
 - provide within six (6) months of the relevant Accident, documents the Company may request to satisfy that the conditions stated in the definition of "HIV Due to Blood Transfusion and Occupationally Acquired HIV" are met; and
 - any other documents we may reasonably request.

If the documentary evidence is acceptable and satisfactory, we will retain the records and use the same to assess the validity of any future Critical Illness Benefit claim when it arises (without prejudice to our right to retain all the documents and documentary evidence submitted to us).

7. Termination

This Supplementary Benefit will automatically terminate from the earliest of any of the following dates:

- (a) if whenever applicable, this Policy terminates, expires, lapses, is surrendered in accordance with the relevant provisions of this Policy; or
- (b) the Benefit Cessation Date as stated in Policy Schedule 1; or
- (c) if whenever applicable, this Supplementary Benefit is terminated by us as a result of Clause 3(a); or
- (d) upon the payment of the claimed Critical Illness Benefit pursuant to Clause 4(a).

8. Rights of Third Parties

This Supplementary Benefit forms part of the Policy and no person other than you and us will have any rights to enforce the provisions of this Supplementary Benefit.