

## Policy Schedule 2

---

1. Acute Necrohemorrhagic Pancreatitis
2. AIDS/HIV due to Blood Transfusion
3. Alzheimer's Disease
4. Amyotrophic Lateral Sclerosis (ALS)
5. Apallic Syndrome
6. Aplastic Anaemia
7. Bacterial Meningitis
8. Benign Brain Tumour
9. Biliary Atresia having undergone Liver Transplantation
10. Blindness
11. Cancer
12. Cardiomyopathy
13. Cerebral Aneurysm Requiring Surgery
14. Cerebral Metastasis
15. Chronic Adrenal Insufficiency
16. Chronic Auto-immune Hepatitis
17. Chronic Obstructive Lung Disease
18. Chronic Relapsing Pancreatitis
19. Coma
20. Coronary Artery Bypass Surgery
21. Creutzfeldt-Jacob Disease
22. Crohn's Disease
23. Dissecting Aortic Aneurysm
24. Ebola
25. Eisenmenger's Syndrome
26. Elephantiasis
27. Encephalitis
28. End Stage Liver Disease
29. End Stage Lung Disease
30. Fulminant Viral Hepatitis
31. Generalized Tetanus
32. Haemolytic Streptococcal Gangrene
33. Heart Attack
34. Heart Valve Surgery
35. Hemiplegia
36. HIV Acquired due to Assault
37. Infective Endocarditis
38. Kidney Failure
39. Loss of Hearing
40. Loss of Independent Existence
41. Loss of Limbs
42. Loss of One Eye and One Limb
43. Loss of Speech
44. Major Burns
45. Major Head Trauma
46. Major Medical Treatment
47. Major Organ Transplant

MAC\_SCIPTOP-E-V01 (0125)

48. Medically Acquired HIV Infection
49. Medullary Cystic Disease
50. Motor Neurone Disease
51. Multiple Sclerosis
52. Muscular Dystrophy
53. Myasthenia Gravis
54. Myelofibrosis
55. Necrotising Fasciitis
56. Occupationally Acquired HIV
57. Other Serious Coronary Artery Disease
58. Paralysis of Limbs
59. Parkinson's Disease
60. Pheochromocytoma
61. Poliomyelitis
62. Primary Lateral Sclerosis
63. Primary Pulmonary Arterial Hypertension
64. Progressive Bulbar Palsy (PBP)
65. Progressive Muscular Atrophy
66. Progressive Supranuclear Palsy
67. Rabies
68. Severe Bronchiectasis
69. Severe Emphysema
70. Severe Pulmonary Fibrosis
71. Severe Rheumatoid Arthritis
72. Severe Ulcerative Colitis
73. Spinal Muscular Atrophy
74. Stroke
75. Surgery to Aorta
76. Systemic Lupus Erythematosus (SLE) with Lupus Nephritis
77. Systemic Scleroderma
78. Terminal Illness
79. Total Permanent Disability
80. Tuberculosis Meningitis

Please refer to Meanings and Definitions in provision A1 for the defined terms. Please refer to provision B for benefit details. Please note that Exclusions in provision B3 apply.

### **1. Acute Necrohemorrhagic Pancreatitis**

Acute inflammation and necrosis of pancreas parenchyma, focal enzymic necrosis of pancreatic fat and hemorrhage due to blood vessel necrosis, where all of the following criteria are met:

- The necessary treatment is surgical clearance of necrotic tissue or pancreatectomy; and
- The diagnosis is based on histopathological features and confirmed by a Registered Medical Practitioner who is a specialist.

Pancreatitis due to alcohol or drug abuse is excluded.

### **2. AIDS/HIV due to Blood Transfusion**

Infection with the Acquired Immune Deficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV) through a blood transfusion, provided that all of the following conditions are met:

The blood transfusion was medically necessary or given as part of a medical treatment;

- The blood transfusion was received in Hong Kong SAR or Macau SAR after the Policy Date, date of Policy Endorsement or effective date of last reinstatement, whichever is the latest;
- The blood transfusion is received on the advice of and under the regular care and attention of a Registered Medical Practitioner who is a specialist in the relevant field and is received in a legally constituted Hospital in Hong Kong SAR or Macau SAR; and
- Certification is received from the Registered Medical Practitioner who is a specialist in the relevant field performing the relevant blood transfusion and from the legally constituted blood or blood product supplier in Hong Kong SAR or Macau SAR which supplied the particular blood or blood product for the relevant transfusion confirming that the Life Insured is infected by AIDS or HIV through blood transfusion.

This Critical Illness Benefit will not apply and no benefit payment will be payable whenever a Cure is available. "Cure" means any treatment that renders the HIV inactive or non-infectious.

### **3. Alzheimer's Disease**

Deterioration or loss of intellectual capacity or abnormal behavior, as evidenced by the Life Insured's clinical state and accepted standardized questionnaires or tests, arising from Alzheimer's Disease or other irreversible organic degenerative brain disorder, which results in significant reduction in the Life Insured's mental and social functioning such that continuous supervision of the Life Insured is required. The diagnosis of Alzheimer's Disease or other irreversible organic degenerative brain disorder must be clinically confirmed by a Registered Medical Practitioner who is a neurologist.

Non-organic brain disorders such as neurosis and psychiatric illnesses; and drug or alcohol related organic brain disorder are excluded.

### **4. Amyotrophic Lateral Sclerosis (ALS)**

Characterised by muscular weakness and atrophy, evidence of anterior horn cell dysfunction, visible muscle fasciculations, spasticity, hyperactive deep tendon reflexes and extensor plantar reflexes, evidence of corticospinal tract involvement, dysarthric and dysphagia. Diagnosis must be confirmed by electromyography or equivalent.

## **5. Apallic Syndrome**

Universal necrosis of the brain cortex with the brainstem intact. This diagnosis must be definitely confirmed by a Registered Medical Practitioner who is a neurologist. This condition has to be medically documented for at least one (1) month.

## **6. Aplastic Anaemia**

Chronic persistent bone marrow failure which results in anaemia, neutropenia and thrombocytopenia, and requiring bone marrow transplantation or any one (1) of the following treatments:

- Blood product transfusion
- Marrow stimulating agents
- Immunosuppressive agents
- Bone marrow or haematopoietic stem cell transplantation

The diagnosis of Aplastic Anaemia must be confirmed by a bone marrow biopsy.

## **7. Bacterial Meningitis**

A bacterial infection of the meninges of the brain causing severe inflammation and brain dysfunction. There must also be permanent residual neurological deficit. The diagnosis of Bacterial Meningitis must be confirmed by: (a) a Registered Medical Practitioner who is a neurologist; and (b) a lumbar puncture confirming the presence of bacterial infection in the cerebrospinal fluid.

## **8. Benign Brain Tumour**

A non-cancerous tumour in the brain or meninges within the cranium, giving rise to characteristic signs of increased intra-cranial pressure such as papilloedema, mental symptoms, seizures and sensory impairment. The presence of the underlying tumour must be confirmed by imaging studies such as computed tomography (CT) scan or magnetic resonance imaging (MRI).

Conditions such as cysts, granulomas, malformations in the arteries or veins of the brain, haematomas, tumours of the pituitary gland or spinal cord and tumours of the skull base are not covered.

## **9. Biliary Atresia having undergone Liver Transplantation**

Biliary Atresia (BA) is a progressive, idiopathic, fibro-obliterative disease of the extra-hepatic biliary tree that presents with biliary obstruction and has undergone liver transplantation or is on a registered liver transplantation waiting list.

The diagnosis should be confirmed by a Registered Medical Practitioner who is a gastroenterologist with supporting evidence including imaging, laboratory tests and liver biopsy.

Biliary atresia due to other disease is excluded.

## 10. Blindness

Total, permanent and irreversible loss of all vision in both eyes as a result of illness or Accident, where any one of the following conditions is met:

- The best corrected visual acuity in both eyes must be 6/60 or less using a Snellen Chart or equivalent test; or
- the best corrected visual field in both eyes must be twenty (20) degrees or less.

The diagnosis must be certified by an ophthalmologist's report issued by a Registered Medical Practitioner who is an ophthalmologist.

## 11. 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.

The following cancers are excluded:

- 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 a lower stage according to the TNM Classification.

## 12. 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 has to be supported by echographic findings of compromised ventricular performance.

Irrespective of the above, Cardiomyopathy directly related to alcohol or drug abuse is excluded.

## 13. Cerebral Aneurysm Requiring Surgery

The actual undergoing by the Life Insured of intracranial surgery via a craniotomy to clip, repair or remove an aneurysm of one (1) or more of the cerebral arteries. Catheter and intravascular technique are specially excluded from this condition.

#### **14. Cerebral Metastasis**

Evidence of metastatic cancer of the brain where the primary lesion cannot be established.

#### **15. Chronic Adrenal Insufficiency**

An autoimmune disorder causing a gradual destruction of the adrenal gland resulting in the need for life long glucocorticoid and mineral corticoid replacement therapy. The disorder must be confirmed by a Registered Medical Practitioner who is a specialist in endocrinology through one of the following:

- ACTH stimulation tests;
- Insulin-induced hypoglycemia test;
- Plasma ACTH level measurement;
- Plasma Renin Activity (PRA) level measurement.

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

#### **16. Chronic Auto-immune Hepatitis**

A chronic necro-inflammatory liver disorder of unknown cause associated with circulating auto-antibodies and a high serum globulin level. The following criteria for a valid claim must all be satisfied:

- Hypergammaglobulinaemia
- The presence of at least one of the following auto-antibodies:
  - (i) Anti-nuclear antibodies
  - (ii) Anti-smooth muscle antibodies
  - (iii) Anti-actin antibodies
  - (iv) Anti-LKM-1 antibodies
- Liver biopsy confirmation of the diagnosis of auto-immune hepatitis

The diagnosis of auto-immune hepatitis must be confirmed by a Registered Medical Practitioner who is a hepatologist.

#### **17. Chronic Obstructive Lung Disease**

Severe chronic obstructive lung disease requiring extensive and permanent oxygen therapy as well as FEV<sub>1</sub> test result of consistently less than one (1) litre.

The unequivocal diagnosis must be confirmed by a Registered Medical Practitioner who is a specialist in respiratory medicine.

#### **18. Chronic Relapsing Pancreatitis**

An unequivocal diagnosis of Chronic Relapsing Pancreatitis, made by a Registered Medical Practitioner who is a specialist in gastroenterology and confirmed as a continuing inflammatory disease of the pancreas characterized by irreversible morphological change and typically causing pain and/or permanent impairment of function. The condition must be confirmed by pancreatic function tests and radiographic and imaging evidence. Relapsing Pancreatitis caused directly or indirectly, wholly or partly, by alcohol is excluded.

## **19. Coma**

A state of unconsciousness with no reaction to external stimuli or internal needs, which is associated with a permanent neurological deficit. The Coma must persist for at least ninety-six (96) hours and require intubation and mechanical ventilation to sustain life. The Coma must be confirmed by a Registered Medical Specialist who is a neurologist.

Coma resulting directly from self-inflicted injury, alcohol or drug abuse is excluded.

## **20. 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.

## **21. Creutzfeldt-Jacob Disease**

Creutzfeldt-Jacob Disease is an incurable brain infection that causes rapidly progressive deterioration of mental function and movement. A Registered Medical Practitioner who is a neurologist must make a definite diagnosis of Creutzfeldt-Jacob Disease based on clinical assessment, EEG and imaging. There must be objective neurological abnormalities on exam along with severe progressive dementia.

## **22. Crohn's Disease**

Crohn's Disease is a chronic, transmural inflammatory disorder of the bowel. To be considered as severe, there must be evidence of continued inflammation in spite of optimal therapy, with all of the following having occurred:

- Stricture formation causing intestinal obstruction requiring admission to Hospital, and
- Fistula formation between loops of bowel, and
- At least one (I) bowel segment resection.

The diagnosis must be made by a Registered Medical Practitioner who is a gastroenterologist and be proven histologically on a pathology report and/or the results of sigmoidoscopy or colonoscopy.

## **23. 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.

## **24. Ebola**

Infection with the Ebola virus where the following conditions are met:

- Presence of the Ebola virus has been confirmed by laboratory testing;
- There are ongoing complications of the infection persisting beyond thirty (30) days from the onset of symptoms; and
- The infection does not result in death.

## **25. 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 is higher than forty (40) mmHg;
- Pulmonary vascular resistance is higher than three (3) mmHg.min/L (Wood units); and
- Normal pulmonary wedge pressure is lower than fifteen (15) mmHg.

## **26. Elephantiasis**

Massive swelling in the tissues of the body as a result of destroyed regional lymphatic circulation by chronic filariasis infection. The unequivocal diagnosis of elephantiasis must be confirmed by a Registered Medical Practitioner who is a specialist physician. There must be clinical evidence of permanent massive swelling of legs, arms, scrotum, vulva, or breasts. There must also be laboratory confirmation of microfilariae infection.

Swelling or lymphedema caused by infection with a sexually transmitted disease, trauma, post-operative scarring, congestive heart failure, or congenital lymphatic system abnormalities is excluded.

## **27. Encephalitis**

Severe inflammation of brain substance (cerebral hemisphere, brainstem or cerebellum) caused by viral infection and resulting in permanent neurological deficit. This diagnosis must be certified by a Registered Medical Practitioner who is a neurologist.

## **28. End Stage Liver Disease**

Permanent and irreversible failure of liver function that has resulted in all three of the following:

- Permanent jaundice; and
- Ascites; and
- Hepatic encephalopathy.

Liver failure secondary to drug or alcohol abuse is excluded.

## **29. End Stage Lung Disease**

Chronic and irreversible respiratory failure, as evidenced by all of the following:

- FEV1 test results consistently less than one (1) litre; and
- Requiring continuous permanent supplementary oxygen therapy for hypoxemia

## **30. Fulminant Viral Hepatitis**

A submassive to massive necrosis of the liver by the Hepatitis virus, leading precipitously to liver failure. This diagnosis must be supported by all of the following:

- Rapid decreasing of liver size associated with necrosis involving entire lobules, and
- Rapid deterioration of liver enzymes; and
- Deepening jaundice; and
- Hepatic encephalopathy

Hepatitis infection or carrier status alone does not meet the diagnostic criteria.



### **31. Generalized Tetanus**

Tetanus is an illness characterised by an acute onset of hypertonia, painful muscular contractions (including but not limited to the muscles of the jaw and neck) and generalized muscle spasms caused by tetanus toxin that is produced by clostridium tetani bacterium infection.

The diagnosis of Generalized Tetanus due to tetanus toxin must be confirmed by a Registered Medical Practitioner.

All the following criteria must be met to qualify for this benefit:

- Constant mechanical ventilation is instituted for at least three (3) days as a medically necessary treatment for Generalized Tetanus due to tetanus toxin; and
- Tetanus immune globulin is administered.

### **32. Haemolytic Streptococcal Gangrene**

An infection of the superficial and/or deep fascia investing the muscles of an extremity or the trunk, progress being fulminant and needing immediate surgical intervention and debridement. Definitive diagnosis must be confirmed by culture and a Registered Medical Practitioner who is a specialist after surgical exploration.

### **33. 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 higher than zero point five (0.5) ng/ml or higher.

### **34. 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. Catheter based techniques including but not limited to, balloon valvotomy/valvuloplasty are excluded.

### **35. Hemiplegia**

The total and permanent loss of the use of one (1) side of the body through paralysis caused by illness or injury, except when such injury is self-inflicted.

### **36. HIV Acquired due to Assault**

Infection with the human immunodeficiency virus (HIV) where the virus is acquired as a result of a physical assault (that is the assault must have caused the HIV infection) on the Life Insured in Hong Kong SAR or Macau SAR after the Policy Date, date of Policy Endorsement or effective date of last reinstatement, whichever is the latest; involving needlestick injury with a sharp instrument or blood-stained body fluid and where sero-conversion to the HIV infection occurs within one hundred and eighty (180) days of the assault. HIV infection resulting from or transmitted by any other means is specifically excluded from this Basic Plan (except for the following Critical Illness, namely "AIDS/HIV Due to Blood Transfusion", "HIV Acquired due to Assault", "Medically Acquired HIV Infection" and "Occupationally Acquired HIV").

Any assault causing a potential claim must have been reported to the police of Hong Kong SAR or Macau SAR within twenty-four (24) hours and to us within fourteen (14) days of the assault and be supported by a negative HIV anti-body test taken within five (5) days after the documented assault. We must be given access to independently test all the blood samples and to take such added samples as we deem necessary or advisable.

The conditions must be life-threatening and there must exist no effective cure.

### **37. Infective Endocarditis**

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

### **38. Kidney Failure**

End stage renal disease, due to whatever cause or causes, with the Life Insured undergoing regular peritoneal dialysis or haemodialysis.

### **39. Loss of Hearing**

Total permanent and irreversible loss of hearing (involving the loss of at least eighty (80) decibels in all frequencies of hearing) in both ears as a result of illness or injury. Medical evidence in the form of an audiometry and sound-threshold test must be provided, and the diagnosis of Loss of Hearing must be confirmed by a Registered Medical Practitioner who is an ear, nose and throat (ENT) specialist.

### **40. Loss of Independent Existence**

Inability to perform at least three (3) of the "Activities of Daily Living" as defined in the Policy without assistance for a continuous period of at least six (6) months and leading to a permanent inability to perform the same. For the purpose of this definition, the word "permanent" shall mean beyond the hope of recovery with current medical knowledge and technology. The diagnosis of Loss of Independent Existence must be confirmed by a Registered Medical Practitioner.

The coverage of this Critical Illness will cease at age sixty-five (65) of the Life Insured. This Critical Illness does not cover any event caused by a psychiatric condition.

#### **41. Loss of Limbs**

Total, permanent and irrecoverable loss by severance of two (2) limbs at or above the elbow or knee.

#### **42. Loss of One Eye and One Limb**

The Life Insured has sustained both of the following:

- Irreversible loss of sight in one (1) eye (aided or unaided), where any one of the following conditions is met:
  - (i) The best corrected visual acuity in one (1) eye must be less than 6/60 using a Snellen Chart or equivalent test; or
  - (ii) The best corrected visual field in one (1) eye must be twenty (20) degrees or less. The diagnosis must be certified by an ophthalmologist's report issued by a Registered Medical Practitioner who is an ophthalmologist; and
- Total and irreversible severance of one (1) limb at or above the wrist or ankle

#### **43. Loss of Speech**

Total and permanent loss of the ability to produce intelligible speech due to physical damage to the vocal cords and that the loss of speech has lasted for more than six (6) months continuously.

#### **44. Major Burns**

Third (3rd) degree burns due to injury covering at least twenty percent (20%) of the body surface as measured by the Lund and Browder Surface Chart.

#### **45. Major Head Trauma**

Accidental head injuries resulting in residual brain damage to the extent that there is a permanent neurological deficit causing Significant Functional Impairment. "Significant Functional Impairment" means a Registered Medical Practitioner who is a neurologist has assessed the Life Insured as scoring five (5) or less on the eight (8) point version of the Glasgow Outcome Scale of Head Injuries or equivalent levels of functional impairment on a similar scale which has been generally accepted in medical literature.

#### **46. Major Medical Treatment**

For this benefit to be payable the Life Insured must fulfill all the following three (3) criteria within the same hospitalization period:

- (a) Undergone a Complex Surgery as per the definition stated below, and
- (b) Qualified ICU stay for continuous five (5) days or more, and
- (c) Receiving invasive life support

"Intensive Care Unit" or "ICU" shall mean a part or unit of a Hospital established for and devoted to providing intensive medical and nursing care for critically-ill patients. ICU shall include: high dependency unit, intensive therapy unit, intensive care unit, coronary care unit/cardiac care unit, neuro intensive care unit, paediatric intensive care unit and neonatal intensive care unit. For the avoidance of doubt, any post-operative recovery room, emergency care centre, observation unit or any unit other than ICU providing specialised resuscitation, monitoring or treatment procedures shall not be considered as an ICU.

“Invasive Life Support” shall mean mechanical ventilation through tracheal intubation, the use of left ventricular assist device (LVAD), intra-aortic balloon pump (IABP) or Extracorporeal Membrane Oxygenation (ECMO), for the purpose of sustaining life. For the avoidance of doubt, ventilation by any non-invasive ventilator such as CPAP, BiPAP or face mask, shall not be considered as Invasive Life Support.

- “Qualified ICU Stay” shall mean a stay in an ICU where all of the following criteria must be met:
  - (a) The stay in ICU must be confirmed as medically necessary by a Registered Medical Practitioner;
  - (b) Any stay in ICU in the mainland China must be at a Designated Mainland China Hospital which is recognised as Grade III Level A (3A) Hospitals by the mainland China;
  - (c) The stay in ICU must not be related to or must not arise as a direct or indirect result of:
    - (i) A cosmetic treatment performed on the Life Insured unless it is necessitated by injury and it is performed within ninety (90) days of the Accident;
    - (ii) The Life Insured’s pregnancy, surrogacy, childbirth or termination of pregnancy, birth control, infertility or human assisted reproduction, or sterilisation of either sexes;
    - (iii) Mental disorder, psychological or psychiatric conditions, behavioural problems or personality disorder of the Life Insured;
    - (iv) Primarily for physiotherapy or for the investigation of signs and/or symptoms with diagnostic imaging, laboratory investigation or other diagnostic procedures; or
    - (v) Experimental and/or unconventional medical technology, procedure or therapy performed on the Life Insured; or novel drugs, medicines or stem cell therapy not yet approved by the government, relevant authorities and recognised medical association in the locality.
- List of Complex Surgery (The list is not exhaustive and may be subject to changes from time to time)

Organs	Surgery
Bladder, ureter and urethra	Radical/total cystectomy, open or laparoscopic
	Formation of ileal conduit, including ureteric implantation
Brain	Craniectomy
	Clipping of intracranial aneurysm
	Wrapping of intracranial aneurysm
	Excision of arteriovenous malformation, intracranial
	Excision of acoustic neuroma
	Excision of brain tumour or brain abscess
	Excision of cranial nerve tumour
	Excision of brain, including lobectomy
Ear	Operation on cochlea and/or cochlear implant
Fracture/dislocation	Closed/open reduction of fracture of acetabulum with internal fixation
Heart	Coronary artery bypass graft (CABG)
	Cardiac transplantation
	Closed heart valvotomy
	Open heart valvuloplasty
	Valve replacement
Jejunum, ileum and large intestine	Anterior resection of rectum, open or laparoscopic
	Abdominoperineal resection, open or laparoscopic
	Colectomy, open or laparoscopic
	Low anterior resection of rectum, open or laparoscopic

Organs	Surgery
Joint	Arthrodesis of knee/hip
	Excisional arthroplasty of hip/knee with local antibiotic delivery
	Total shoulder replacement
	Total knee replacement
	Total hip replacement
Kidney	Nephrectomy, partial/lower pole
	Kidney transplant
Liver	Liver transplantation
	Segmentectomy of liver, open or laparoscopic
Oesophageal/stomach/ duodenum	Oesophagectomy
	Total oesophagectomy and interposition of intestine
	Partial gastrectomy with anastomosis to oesophagus
	Proximal gastrectomy/radical gastrectomy/total gastrectomy +/- intestinal interposition
Pancreas	Pancreaticoduodenectomy (Whipple's Operation)
Pineal gland	Total excision of pineal gland
Pituitary Gland	Operation of pituitary tumour
Prostate	Radical prostatectomy, open or laparoscopic
Respiratory system	Laryngectomy +/- radical neck resection
	Lobectomy of lung/pneumonectomy
Spine	Artificial cervical disc replacement
	Anterior spinal fusion (excluding cervical/cervicothoracic/C4/5 and C5/6 and locking plate)
	Anterior spinal fusion with instrumentation
	Excision of intraspinal tumour, extradural or intradural
	Laminectomy with discectomy
	Posterior spinal fusion, (excluding thoracic/cervico-thoracic/thoracolumbar/T5 to L1/atlas-axis)
	Posterior spinal fusion with instrumentation
	Spinal fusion +/- foraminotomy +/- laminectomy +/- discectomy
	Spine osteotomy
Uterus	Radical abdominal hysterectomy
	Pelvic exenteration
Vagina	Radical vaginectomy
Vessels	Intra-abdominal venous shunt/spleno-renal shunt/portal-caval shunt
	Resection of abdominal vessels with replacement/anastomosis

#### **47. Major Organ Transplant**

The undergoing by the Life Insured as recipient of a transplant of any of the following:

- Transplant of one (1) of the following human organs to treat irreversible end-stage failure of the same: heart, lung, liver, kidney, pancreas or bone marrow.

#### **48. Medically Acquired HIV Infection**

The Life Insured being infected by Human Immunodeficiency Virus (HIV) provided that:

- (i) The infection is due to an operation or a medical or dental procedure after the Policy Date, date of Policy Endorsement or effective date of last reinstatement, whichever is the latest; and
- (ii) The institution which provided the operation or the medical or dental procedure admits liability or there is a final court verdict that cannot be appealed indicating such liability; and
- (iii) The infected Life Insured is not a hemophiliac.

The incident must have been reported to appropriate authorities and have been investigated in accordance with the established procedures.

This benefit will not apply in the event that any medical cure is found for AIDS or the effects of the HIV virus or a medical treatment is developed that results in the prevention of the occurrence of AIDS.

Infection in any other manner, including infection as a result of sexual activity or recreational intravenous drug use is excluded. We must have open access to all blood samples of the Life Insured and reserves the right to obtain independent testing of such blood samples.

#### **49. Medullary Cystic Disease**

Medullary Cystic Disease where the following criteria are met:

- The presence in the kidney of multiple cysts in the renal medulla accompanied by the presence of tubular atrophy and interstitial fibrosis;
- Clinical manifestations of anaemia, polyuria, and progressive deterioration in kidney function; and
- The diagnosis of Medullary Cystic Disease is confirmed by renal biopsy.

Isolated or benign kidney cysts are specifically excluded from this benefit.

#### **50. Motor Neurone Disease**

Progressive degeneration of the corticospinal tracts and anterior horn cells or bulbar efferent neurons resulting in a permanent neurological deficit and including the following forms of Motor Neurone Disease: spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis and primary lateral sclerosis.

The diagnosis of Motor Neurone Disease must be confirmed by a Registered Medical Practitioner who is a neurologist.

## 51. Multiple Sclerosis

A definite diagnosis by a Registered Medical Practitioner who is a neurologist must be made confirming more than one (1) episode of well-defined neurological deficit which satisfies the following two (2) criteria:

- (a) There must be permanent functional neurological impairment with objective evidence of motor or sensory dysfunction, and
- (b) The diagnosis must also be confirmed with objective neurological investigations, such as lumbar puncture, evoked visual responses, evoked auditory responses and computed tomography (CT) Scan or magnetic resonance imaging (MRI) evidence of lesions of the central nervous system.

## 52. Muscular Dystrophy

A group of hereditary degenerative diseases of muscle characterized by weakness and atrophy of muscle. The diagnosis of muscular dystrophy must be unequivocal and made by a Registered Medical Practitioner who is a consultant neurologist. The condition must result in the inability of the Life Insured to perform (whether aided or unaided) at least three (3) of the five (5) "Activities of Daily Living" for a continuous period of at least six (6) months.

## 53. Myasthenia Gravis

An acquired autoimmune disorder of neuromuscular transmission leading to fluctuating muscle weakness and fatigability, where all of the following criteria are met:

- Presence of permanent muscle weakness categorized as Class IV or V according to the Myasthenia Gravis Foundation of America Clinical Classification below; and
- The diagnosis of Myasthenia Gravis and categorization are confirmed by a Registered Medical Practitioner who is a neurologist.

Myasthenia Gravis Foundation of America Clinical Classification:

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

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

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

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

Class V: Intubation needed to maintain airway.

## 54. Myelofibrosis

A disorder which can cause fibrous tissue to replace the normal bone marrow and results in anaemia, low levels of white blood cells and platelets and enlargement of the spleen. The condition must have progressed to the point that it is permanent and the severity is such that the Life Insured requires a blood transfusion at least monthly. The diagnosis of Myelofibrosis must be supported by bone marrow biopsy and confirmed by a Registered Medical Practitioner who is a specialist.

## 55. Necrotising Fasciitis

Necrotizing fasciitis is a progressive, rapidly spreading, infection located in the deep fascia causing necrosis of the subcutaneous tissues. An unequivocal diagnosis of necrotizing fasciitis must be made by a Registered Medical Practitioner who is a specialist and the diagnosis must be supported with laboratory evidence of the presence of bacteria that is a known cause of necrotising fasciitis. There must also be widespread destruction of muscle and other soft tissues that results in a total and permanent loss or function of the affected body part.

## **56. Occupationally Acquired HIV**

Infection with the Human Immunodeficiency Virus (HIV) which resulted from an Accident occurring after the Policy Date, date of Policy Endorsement or effective date of last reinstatement, whichever is the latest whilst the Life Insured was carrying out the normal professional duties of his or her occupation in Hong Kong SAR or Macau SAR, provided that all of the following are proven to the Company's satisfaction:

- Proof of the accident giving rise to the infection;
- 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 drug is excluded. Accident causing a potential claim must be reported to us within fourteen (14) days of the Accident.

## **57. 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).

## **58. Paralysis of Limbs**

Total and irreversible loss of use of two (2) or more limbs through paralysis as a result of injury or disease.

## **59. Parkinson's Disease**

The unequivocal diagnosis of idiopathic Parkinson's Disease by a Registered Medical Practitioner who is a neurologist.

This diagnosis must be supported by all of the following conditions:

- The disease cannot be controlled with medication; and
- There are objective signs of progressive impairment; and
- There is an inability of the Life Insured to perform (either with or without the use of mechanical equipment, special devices or other aids or adaptations in use for disabled persons) at least three (3) of the five (5) "Activities of Daily Living". Only idiopathic Parkinson's Disease is covered.

Drug-induced or toxic causes of Parkinson's Disease are excluded.

## **60. Pheochromocytoma**

Presence of a neuroendocrine tumour of the adrenal or extra-chromaffin tissue that secretes excess catecholamines requiring the actual undergoing of surgery to remove the tumour.

The diagnosis of Pheochromocytoma must be confirmed by a Registered Medical Practitioner who is an endocrinologist.



## **61. Poliomyelitis**

The diagnosis of Poliomyelitis need to be confirmed by a Registered Medical Practitioner who is a neurologist of infection where the following conditions are met:

- Poliovirus is identified as the cause,
- Impaired motor function or respiratory weakness

Cases not involving paralysis and other causes of paralysis are excluded.

## **62. Primary Lateral Sclerosis**

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

## **63. 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 is higher than forty (40) mmHg; and
- Pulmonary vascular resistance is higher than three (3) mmHg.min/L (Wood units); and
- Normal pulmonary wedge pressure is lower than fifteen (15) mmHg.

## **64. Progressive Bulbar Palsy (PBP)**

Characterised by progressive degeneration of the muscle innervated by cranial nerve and corticobulbar tracts leading to difficulty in chewing, swallowing and talking. Diagnosis must be confirmed by electromyography.

## **65. Progressive Muscular Atrophy**

Involving the wasting of muscles and increased spasticity as diagnosed by a Registered Medical Practitioner who is a neurologist. The diagnosis must be confirmed by appropriate neuromuscular testing such as electromyogram (EMG).

## **66. Progressive Supranuclear Palsy**

The diagnosis must be confirmed by a Registered Medical Practitioner who is a specialist in neurology of a definite diagnosis of progressive supranuclear palsy. There must be permanent clinical impairment of motor function, eye movement disorder and postural instability.

#### **67. Rabies**

An infection by Rabies virus associated with all of these following signs and symptoms of Rabies namely muscle fasciculations, delirium, psychosis, seizures and aphasia.

We will not pay for this Critical Illness if the Life Insured undergoes only the prophylactic post exposure vaccination, without having developed the aforementioned symptoms.

#### **68. Severe Bronchiectasis**

Severe bronchiectasis requiring extensive and permanent oxygen therapy as well as FEV 1 test result of consistently less than one (1) litre.

The unequivocal diagnosis must be confirmed by a Registered Medical Practitioner who is a specialist in respiratory medicine.

#### **69. Severe Emphysema**

Severe Emphysema requiring extensive and permanent oxygen therapy as well as FEV 1 test result of consistently less than one (1) litre.

The unequivocal diagnosis must be confirmed by a Registered Medical Practitioner who is a specialist in respiratory medicine.

#### **70. Severe Pulmonary Fibrosis**

Severe and diffuse type of pulmonary fibrosis requiring extensive and permanent oxygen therapy at least eight (8) hours per day.

The unequivocal diagnosis must be confirmed with lung biopsy and by a Registered Medical Practitioner who is a specialist in respiratory medicine.

#### **71. Severe Rheumatoid Arthritis**

Severe Rheumatoid Arthritis where all of the following criteria are met:

- Fulfill the diagnostic criteria of Rheumatoid Arthritis Classification by the American College of Rheumatology (ACR) as confirmed by a Registered Medical Practitioner who is a rheumatologist;
- Widespread joint destruction with major clinical deformity of three (3) or more of the following areas: hands, wrists, elbows, spine, knees, ankles, feet;
- Permanent inability to perform, without assistance, two (2) "Activities of Daily Living"; and
- The above conditions have lasted for at least six (6) months.

#### **72. Severe Ulcerative Colitis**

Acute fulminant ulcerative colitis with life threatening electrolyte disturbances. All of the following criteria must be met:

- The entire colon is affected, with severe bloody diarrhoea; and
- The necessary treatment is total colectomy and ileostomy; and
- The diagnosis must be based on histopathological features and confirmed by a Registered Medical Practitioner who is a specialist in gastroenterology.

### 73. Spinal Muscular Atrophy

Degenerative diseases of the anterior horn cells in the spinal cord and motor nuclei of the brainstem characterized by profound proximal muscular weakness and wasting, primarily in the legs, followed by distal muscle involvement. The damage must result independently of all other causes and directly in the Life Insured's permanent inability to perform, without assistance, three (3) or more of the "Activities of Daily Living".

The diagnosis of Spinal Muscular Atrophy must be made by a Registered Medical Practitioner who is a specialist with appropriate neuromuscular testing such as electromyogram (EMG).

### 74. Stroke

A cerebrovascular incident resulting in irreversible death of brain tissue due to intra-cranial 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 (MRI), computed tomography (CT) scan or cerebral spinal fluid examination and must be consistent with the diagnosis of a new stroke.

The following are excluded:

- 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.

### 75. 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.

### 76. Systemic Lupus Erythematosus(SLE) with Lupus Nephritis

Multi-system, autoimmune disorder characterized by the development of auto-antibodies, directed against various self-antigens.

For purposes of this definition, SLE is restricted to only those forms of systemic lupus erythematosus, which involve the kidneys and are characterized as Class III, Class IV, Class V or Class VI lupus nephritis under the Abbreviated International Society of Nephrology/Renal Pathology Society (ISN/RPS) classification of lupus nephritis (2003) below based on renal biopsy. Other forms such as discoid lupus, and those forms with only hematological and joint involvement are specifically excluded. Abbreviated ISN/RPS classification of lupus nephritis (2003):

- Class I – Minimal mesangial lupus nephritis
- Class II – Mesangial proliferative lupus nephritis
- Class III – Focal lupus nephritis
- Class IV – Diffuse segmental (IV-S) or global (IVG) lupus nephritis
- Class V – Membranous lupus nephritis
- Class VI – Advanced sclerosing lupus nephritis

## **77. Systemic Scleroderma**

A systemic collagen-vascular disease causing progressive diffuse fibrosis in the skin, blood vessels and visceral organs. This diagnosis must be unequivocally confirmed by a Registered Medical Practitioner who is a rheumatologist and supported by biopsy or equivalent confirmatory test, and serological evidence, and the disorder must have reached systemic proportions to involve the heart, lungs or kidneys. The following are excluded:

- Localized scleroderma (linear scleroderma or morphea);
- Eosinophilic fascitis; and
- CREST syndrome.

## **78. Terminal Illness**

A condition, which in the opinion of a Registered Medical Practitioner is highly likely to lead to death within three hundred and sixty-five (365) days from the date of notification and in medical terms it is a fatal condition known to lead to death within three hundred and sixty-five (365) days. The proof of loss must be satisfactory to us and the above diagnosis of Terminal Illness and certified by two Registered Medical Practitioners who are specified by us.

## **79. Total Permanent Disability**

The Life Insured has become totally and permanently disabled as a result of sickness or injury before age sixty-five (65).

The Life Insured is considered to be totally and permanently disabled if

- (i) He or she is totally and permanently incapable of being engaged in any occupation, business or activity which pays an income or profit. The above disability must have lasted without interruption for at least one hundred and eighty (180) consecutive days; or
- (ii) He or she suffers the following conditions:
  - Total and irrecoverable loss of sight in both eyes; or
  - Total and irrecoverable loss of use of two limbs (at or above the wrist or ankle joints); or
  - Total and irrecoverable loss of sight of one eye and total and irrecoverable loss of use of one limb (at or above the wrist or ankle joint).

"Loss of use" means complete and permanent paralysis or actual severance.

If the Life Insured is below age fifteen (15) or is unemployed at the time of becoming totally and permanently disabled, he or she is only considered to be totally and permanently disabled if he or she satisfies the conditions as specified in (ii) above.

Such disabilities must be certified by a Registered Medical Practitioner acceptable to us.

## **80. Tuberculosis Meningitis**

Meningitis caused by tubercle bacilli, resulting in permanent neurological deficit. Such a diagnosis must be confirmed by a Registered Medical Practitioner who is a specialist in neurology.

# HSBC Swift Guard Critical Illness Plan

Contents	Page
<b>A. General Provisions</b>	1
1. Meanings And Definitions	1
2. Entire Contract	3
3. Incontestability	4
4. Suicide	4
5. In Force	4
6. Payment Of Premiums	5
7. Grace Period	5
8. Non-Payment Of Premiums	5
9. Reinstatement	6
10. Ownership	6
11. Assignment	6
12. Beneficiary	6
13. Death Benefit	7
14. Death Benefit Claims	7
15. Non-Participation	7
16. Payment Of Benefits	7
17. Reduction Of Sum Insured	8
18. Collection And Use Of Customer Information, Financial Crime Risk Management Activity And Tax Compliance	8
19. Rights Of Third Parties	12
20. Applicable Law	12
21. Policy Servicing	12
22. Net Cash Value	13
<b>B. Critical Illness Benefit Provisions</b>	14
1. Critical Illness Benefit	14
2. Waiting Period	14
3. Exclusions	15
4. Notice And Proof Of Claims	15
<b>C. Non-Forfeiture Provisions</b>	16
1. Surrender	16
<b>D. Maturity Benefit Provisions</b>	16
<b>E. Conversion Privilege</b>	16

## Appendix

Use Of Customer Information Other Than Personal Data, Sharing And Transfer Of Customer Information Other Than Personal Data

## Supplementary Benefits Listed On Policy Schedule 1 (if any)

MAC\_SCIPTOP-E-V01 (0125)

## A. GENERAL PROVISIONS

---

### 1. MEANINGS AND DEFINITIONS

---

In this Policy, HSBC Life (International) Limited, Macau Branch (Incorporated in Bermuda with limited liability), is referred to as “the Company”, “we”, “our” or “us” and the Policyholder is referred to as “you” or “your”.

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

“**Activities of Daily Living**” are defined as:

- (a) Washing – the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
- (b) Dressing – the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- (c) Transferring – the ability to move from a bed to an upright chair or wheelchair and vice versa;
- (d) Toileting – the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
- (e) Feeding – the ability to feed oneself once food has been prepared and made available.

“**Age**” means, at any date, the age of the Life Insured or Policyholder where applicable at his or your next birthday.

“**AIDS**” means Acquired Immunodeficiency Syndrome and shall have the meaning ascribed to such term by the World Health Organization and is subject to change.

“**Application**” means your application for this Policy and includes any medical information received by us in respect of the Life Insured and any statements or representations made by you or the Life Insured as evidence of insurability.

“**Basic Plan**” means the Basic Plan specified in Policy Schedule 1.

“**Beneficiary(ies)**” means the beneficiary(ies) designated under provision A12.

“**Benefit Cessation Date**” means the date specified as Benefit Cessation Date in Policy Schedule 1.

“**Critical Illness**” refers to an illness or Surgery as described in Policy Schedule 2.

“**Critical Illness Benefit**” refers to any benefit payment in respect of Critical Illness paid under provision B1 of this Policy.

“**Death Benefit**” means at any time subject to provisions A2(c) and A4, an amount calculated on the date of death of the Life Insured according to provision A13.

“**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.

**"Guaranteed Cash Value"** means the amount derived from the tabular percentage shown in provision A22.

**"Grace Period"** means, in respect of a premium payable under this Policy, the period referred to in provision A7.

**"Hong Kong SAR"** means the Hong Kong Special Administrative Region of the People's Republic of China.

**"Macau SAR"** means the Macau Special Administrative Region of the People's Republic of China.

**"Hospital"** shall mean an establishment recognized, constituted and registered as such under the laws of the territory in which that establishment is situated as a Hospital for the care and treatment of sick and injured persons as paying bed patients, and which (i) has facilities for diagnosis and major surgery, (ii) provides twenty-four (24) hours a day nursing services by qualified and registered nurses, (iii) is under the supervision of a qualified and registered physician, and (iv) is not primarily a clinic, a place for alcoholics or drug addicts, a sanatorium, a nature care clinic, a health hydro, a nursing, rest or convalescent home or home for the aged or similar establishment.

**"Indebtedness"** means any outstanding premiums owed to the Company under this Policy from time to time.

**"Issue Date"** means the date specified as Issue Date in Policy Schedule 1.

**"Life Insured"** means the person named as Life Insured in Policy Schedule 1 and also referred to "Life Insured" or "he" or "his" in this Policy.

**"Net Cash Value"** means on any date on or before the Benefit Cessation Date, an amount equal to Guaranteed Cash Value less any Indebtedness.

**"Payment Cessation Date"** means the date specified as the Payment Cessation Date in Policy Schedule 1.

**"Policy"** means the Application and the provisions set out in this Policy document including the Policy Schedules (if any), the Supplementary Benefits (if any) and in any Policy Endorsements issued by us from time to time.

**"Policy Anniversary"** means each anniversary of the Policy Date.

**"Policy Date"** means the date designated as such in Policy Schedule 1.

**"Policy Endorsement"** means any document issued by us which sets out amendments to the provisions of this Policy.

**"Policy Schedule"** means the initial schedule(s) attached to this Policy and any amendments thereto, any schedule substituted for an existing Schedule and any new schedule expressly adopted by us, in each case as notified in writing to the Policyholder.

**"Policy Year"** means from and including a Policy Anniversary up to but excluding the next subsequent Policy Anniversary. The period from and including the Policy Date up to but excluding the first Policy Anniversary is deemed to be the first Policy Year.

**"Policyholder"** means the person named as Policyholder in Policy Schedule 1.

**"Pre-existing Condition"** means a disease or covered Critical Illness condition for which the signs or symptoms were present prior to the Issue Date, the Policy Date or the effective date of last reinstatement, whichever is the latest; which the Life Insured was aware of or should reasonably have been aware of; or medical investigation, consultation or treatment was recommended; or Life Insured has scheduled or undergone medical tests or investigations.

**"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 the Law no.18/2020 of Macau SAR or any amendment thereto, or otherwise authorised and entitled to practise western medicine in any other country/region as accepted by us in accordance with the laws of that country/region 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.

For the definition of "Registered Medical Practitioner" under "Occupationally Acquired HIV" as set out in Policy Schedule 2, "Registered Medical Practitioner" does not exclude the Life Insured.

**"Sum Insured"** means the amount at any time specified as such under Policy Schedule 1 or in any Policy Endorsement.

**"Supplementary Benefits"** means any benefit payable under any Supplementary Benefit provisions as attached to this Policy.

**"Surgery"** means surgical procedures listed under different headings in Policy Schedule 2.

**"Surrender Charge"** means upon surrender of a Policy with an aggregate premium, the charge which applies to the balance of the aggregate premium together with non-guaranteed interests accumulated, if any, in accordance with a Surrender Charge rate as set out in provision C1(b).

**"Total Premiums Paid"** means, for the purpose of computing the Death Benefit in provision A13 and the Net Cash Value in provision A22 as of the relevant Policy termination date, which is the total amount of premiums due and paid for the Basic Plan as of the termination date of the Policy. Except that any balance of the aggregate premium together with the non-guaranteed interest accumulated by the operation of an aggregate premium Policy will not be counted for the computation of the "Total Premiums Paid" unless and until such part of the premium is actually due and paid on that date.

**"Waiting Period"** means any claim for Critical Illness Benefit occurrence during a specific period after the commencement of the policy are excluded from the coverage.

Terms defined above and any other terms defined in this Policy and the Supplementary Benefits (if any) shall have the same meaning wherever used in this Policy (as defined herein) unless the context otherwise requires.

## 2. ENTIRE CONTRACT

---

- (a) The entire contract between you and us is constituted by this Policy, your Application for this Policy, any medical evidence received by us in respect of the Life Insured and any written statements and answers given to us as evidence of insurability.
- (b) Subject to provision A2(c), no amendment to this Policy will take effect unless it is written in a Policy Endorsement or revised Policy Schedule to be issued by us and you agree to such amendment in writing.



(c) We may amend this Policy if,

- (i) any particulars contained in Policy Schedule 1 or in any written statement(s) or answer(s) given as evidence of insurability (in particular relating to age, sex or smoking status) is found to be incorrect; or
- (ii) we discover that you have or the Life Insured has misrepresented or omitted any fact(s) which you or the Life Insured knew or a reasonable person in your or the Life Insured circumstances ought to have known, was material to our assessment of the risk of insuring the Life Insured.

Any such amendment will be contained in a Policy Endorsement to this Policy or revised Policy Schedule and will retrospectively adjust its terms and conditions to reflect the basis on which we in our absolute discretion consider we would have issued and operated this Policy taking into account the full and correct information.

If we make changes for any of the above reasons, we will make sure the change is reasonable and we will notify you at your registered address within a reasonable time in advance of any such change. In case we do not receive any written objection from you within 30 days from the date of the notification of the Policy Endorsement to this Policy or revised Policy Schedule, any such amendment will be considered accepted.

### 3. INCONTESTABILITY

---

Subject to provision A2(c), we will not in the absence of fraud contest this Policy during the lifetime of the Life Insured after it has been in force for one year from the Issue Date, or effective date of reinstatement pursuant to provision A9, whichever is later. This provision will not apply to any Supplementary Benefits.

### 4. SUICIDE

---

If the Life Insured dies by suicide, whether sane or insane, within one year of the Issue Date or from effective date of reinstatement pursuant to provision A9, whichever is later, our liability will be limited to the amount paid to us less any amount paid by us since the Policy Date.

### 5. IN FORCE

---

This Policy comes into force on the Policy Date and will remain in force until the earliest of (a) to (g) as follows:

- (a) the Benefit Cessation Date of the Basic Plan as stated in Policy Schedule 1;
- (b) the date of death of the Life Insured;
- (c) the payout of Critical Illness Benefit;
- (d) the date this Policy is surrendered under provision C1 or terminated under provision A18;
- (e) the date this Policy lapses in accordance with provision A8;
- (f) the date this Policy is cancelled or becomes void; and
- (g) the date this Policy terminates pursuant to the terms of any Supplementary Benefits.

## 6. PAYMENT OF PREMIUMS

---

- (a) Premiums are payable to us while the Life Insured is living, on or before the premium due dates until the Payment Cessation Date(s) as stated in Policy Schedule 1. Premiums, as set out in Policy Schedule 1, are payable by way of:

- (i) regular premium payable annually or monthly by any method which we make available; or
- (ii) an aggregate premium:

For an aggregate premium Policy, the required annual premium will be deducted from the aggregate premium balance on the relevant premium due dates. The balance of the aggregate premium, after deducting the annual premium on the relevant premium due dates, will be accumulated with interest at such interest rate which is not guaranteed and may change from time to time at our discretion. No withdrawal from the balance of the aggregate premium together with non-guaranteed interests accumulated is allowed once paid except under provision A13, B1 or C1(b).

If the aggregate premium together with the non-guaranteed interests accumulated exceed the total premiums required under the Policy, any remaining amount will be refunded to you as soon as all premiums due under the Policy have been settled. If the aggregate premium together with the non-guaranteed interests accumulated are not sufficient to cover the total premiums required under the Policy, you will then be requested to settle the premium shortfall upon receiving our written Notification for the premiums due. Any failure to pay for the premium shortfall will result in lapsation of the Policy in accordance with provision A8.

- (b) If this is not an aggregate premium policy, you may, subject to our consent, change the frequency of premium payment at any Policy Anniversary by giving us at least one month's written notice. If accepted by us, we will then inform you of the adjusted premium due.

## 7. GRACE PERIOD

---

We allow a Grace Period of thirty (30) days for payment of any premiums when due. A premium will not be regarded as paid unless it is received by us within the Grace Period.

If death of the Life Insured occurs within the Grace Period, we will pay the Death Benefit pursuant to provision A13.

## 8. NON-PAYMENT OF PREMIUMS

---

If a premium is not paid by the end of the Grace Period, this Policy will immediately lapse with effect as at the due date of the first unpaid premium.

After the Policy lapses, any Net Cash Value as at the first unpaid premium due date will be paid to the Policyholder.

## 9. REINSTATEMENT

---

- (a) If the Policy has lapsed due to non-payment of premiums, you may apply to reinstate this Policy within one year from the date of lapse pursuant to provision A8 if the Life Insured is living. To reinstate this Policy, we require:
- (i) a written application for reinstatement in a form prescribed by us;
  - (ii) production, at your expense, of evidence of insurability of the Life Insured satisfactory to us;
  - (iii) payment of all overdue premiums with interest;
  - (iv) repayment of any remaining Indebtedness outstanding, with interest; and
  - (v) repayment of any Net Cash Value paid by us after Policy lapses.
- (b) Interest on premiums and Indebtedness will be calculated at a rate determined by us from time to time.

It will be at our sole discretion whether to accept any application for reinstatement of this Policy.

## 10. OWNERSHIP

---

Subject to the rights of any irrevocable beneficiary, you have all rights of ownership in this Policy while it is in force. You may subject to our consent change the ownership of this Policy, from yourself to a new policyholder. To request such a change you must file a written request with us in a form specified by us together with satisfactory documentary proof as reasonably requested by us. If this change takes effect, all rights of ownership in this Policy will pass to the new policyholder on the effective date of change.

Any change will not be effective until it is accepted and recorded by us. Once accepted and recorded, the change will take effect as of the date you signed the request, subject to any payment we made or action we took before recording the change.

## 11. ASSIGNMENT

---

You may assign this Policy as collateral for a loan without the consent of any revocable beneficiary. A request for assignment will not be effective until it is accepted and endorsed by us. We will not be responsible for the consequences, validity or effect of any attempted assignment.

## 12. BENEFICIARY

---

- (a) When a Beneficiary(ies) is/are designated either in this Policy or by a declaration in writing provided to us by the Policyholder, such Beneficiary(ies) as per our latest record will, subject to any applicable laws or regulations to the contrary, be deemed to be beneficially entitled to the Death Benefit of this Policy at the time of the death of the Life Insured.
- (b) While this Policy is in force, you may change the Beneficiary by giving us written request which we may require to be in our prescribed form.
- (c) A change of Beneficiary(ies) shall be effective only if such change is verified (including but not limited to our verification of the required written consent signed by any designated irrevocable beneficiary in respect of your proposed change of beneficiary(ies)) and recorded by us. A change of Beneficiary(ies) will be deemed effective as of the date the request is signed whether or not the Life Insured is alive at the time of our verification and recording of such change.

### 13. DEATH BENEFIT

---

- (a) We will pay a Death Benefit on the death of the Life Insured provided that this Policy is in force at the date of death of the Life Insured, and we receive the documents as set out in provision A14(b).
- (b) The Death Benefit, calculated on the date of death of the Life Insured, will be equivalent to 100% of Total Premiums Paid less any Indebtedness.
- (c) (Applicable only to aggregate premium Policy) If the Policyholder has paid an aggregate premium pursuant to provision A6(a)(ii), the Death Benefit under provision A13(b) above shall be increased by the balance of the aggregate premium together with the non-guaranteed interests accumulated, if any, at the date of death of the Life Insured.

### 14. DEATH BENEFIT CLAIMS

---

- (a) If the Life Insured dies while this Policy is in force, we will pay the Death Benefit as set out in provision A13 to the surviving Beneficiary(ies), or if none has been designated, to you or your estate. If the Life Insured and Beneficiary(ies) die in circumstances rendering it uncertain that anyone of them, or which of them, survived the other or others, the Life Insured shall be deemed to have survived the Beneficiary(ies).
- (b) Any amount payable on the death of the Life Insured will be paid after we have received written proof of the validity of claim satisfactory to us. Proof of the validity of claim shall include:
  - (i) evidence of the death of the Life Insured and the cause of death;
  - (ii) evidence of the right of the claimant to be paid;
  - (iii) this Policy; and
  - (iv) any other information which we may reasonably require to establish the validity of the claim.
- (c) The receipt of the Death Benefit payable under this Policy, by the Beneficiary(ies), you or your estate will discharge us from any further liability under this Policy in respect of such benefit so paid.

### 15. NON-PARTICIPATION

---

This Policy does not participate in the profits of the Company.

### 16. PAYMENT OF BENEFITS

---

- (a) Any Indebtedness on this Policy outstanding at the time of any payment under the Policy shall be deducted from the amount otherwise payable under this Policy. Our claim for any Indebtedness shall be prior to any payment to the Policyholder or the Beneficiary or the assignee or other persons (as the case may be) under this Policy.
- (b) Any payment under the Policy which is settled in currencies other than the policy currency will be converted to the payment currency at the prevailing exchange rate (as determined by us) on the date that the payment is processed.

## 17. REDUCTION OF SUM INSURED

---

To apply for Reduction of Sum Insured, you have to submit to us a written request in a form prescribed by us. If the request is approved by us, the Net Cash Value attributable to the reduced portion of the Sum Insured, if any, will be payable to the Policyholder, and the Total Premiums Paid, Sum Insured, Guaranteed Cash Value, Death Benefit, Critical Illness Benefit under this Policy will be adjusted and reduced proportionally. A Policy Endorsement with the revised Policy Schedule will be issued to the Policyholder upon the reduction of Sum Insured has taken effect.

## 18. COLLECTION AND USE OF CUSTOMER INFORMATION, FINANCIAL CRIME RISK MANAGEMENT ACTIVITY AND TAX COMPLIANCE

---

### (a) Definitions

Terms used in this Clause shall have the following meanings:

**"Authorities"** includes any local or overseas judicial, administrative, public or regulatory body, any government, or public or government agency or authority, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body, self-regulatory or industry bodies or associations of financial service providers or any of their agents with jurisdiction over any part of the HSBC Group.

**"Compliance Obligations"** means obligations of any member of the HSBC Group to comply with: (a) Laws or international guidance and internal policies or procedures, (b) any demand or request from Authorities or reporting, disclosure or other obligations under Laws, or (c) Laws requiring us to verify the identity of our customers and Connected Persons.

**"Connected Person"** means a person or entity other than you whose information (including Personal Data or Tax Information) is provided by you, or on your behalf, to any member of the HSBC Group or otherwise received by any member of the HSBC Group in connection with the provision of the Services. A Connected Person may include, but is not limited to, any person identified as a beneficiary under this Policy, any person who is, or may be, entitled to receive a payment under this Policy, a director or officer of a company, partners or members of a partnership, any "substantial owner", "controlling person", or beneficial owner, trustee, settlor or protector of a trust holding or controlling (directly or indirectly) the Policy, any of your representatives, agents or nominees, or any other persons or entities with whom you have a relationship that is relevant to your relationship with the HSBC Group.

**"Controlling Persons"** means individuals who exercise control over an entity (for a trust, these are the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries, and any other individual who exercises ultimate effective control over the trust, and in the case of a legal entity other than a trust, these are persons in equivalent or similar positions of control).

**"Customer Information"** means all or any of the following items relating to you or a Connected Person, where applicable: (i) Personal Data, (ii) information about you, your accounts, transactions, use of our products and services and your relationship with the HSBC Group, and (iii) Tax Information.

**"Financial Crime"** means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and violations, or attempts to circumvent or violate any Laws relating to these matters.

**“Financial Crime Risk Management Activity”** means any action to meet Compliance Obligations relating to or in connection with the detection, investigation and prevention of Financial Crime that we or members of the HSBC Group may take.

**“HSBC Group”** means HSBC Holdings plc and any of its affiliates, subsidiaries, associated entities and any of their branches and offices, and **“any member of the HSBC Group”** has the same meaning.

**“Laws”** include any applicable local or overseas law, regulation, rule, judgment, voluntary code, directive, sanctions regime, court order, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to us or a member of the HSBC Group.

**“Personal Data”** means any data relating to an individual from which the individual can be identified, directly or indirectly, and includes sensitive data.

**“Services”** includes (a) the opening and maintaining of this Policy, (b) the provision of services relating to this Policy and its termination or expiry, and (c) the maintenance of our overall relationship with you.

**“Substantial owners”** means any individuals entitled to more than 10% of the profits of or with an interest of 10% or more in an entity either directly or indirectly.

**“Tax Authorities”** means Macau SAR or overseas tax, revenue, fiscal or monetary authorities.

**“Tax Certification Forms”** means any forms or other documentation as may be issued or required by a Tax Authority or by us from time to time to confirm your tax status or the tax status of a Connected Person.

**“Tax Information”** means any documentation or information about your tax status and/or the tax status of any Connected Person, owner, “controlling person”, “substantial owner” or beneficial owner.

Reference to the singular includes the plural (and vice versa).

## **(b) Collection, Use and Sharing of Customer Information**

This Clause explains how we will use information about you and Connected Persons. The Personal Information Collection Statement that applies to you and any other individuals (the “PICS”), also contains important information about how we and the HSBC Group will use your information and you should read this Clause in conjunction with the PICS. We and members of the HSBC Group may use Customer Information in accordance with this Clause and the PICS.

Customer Information will not be disclosed to anyone (including other members of the HSBC Group), other than where:

- (1)
  - we are legally required to disclose; or
  - we have a public duty to disclose; or
  - our legitimate interests require disclosure; or
  - the disclosure is made with your consent; and
- (2) It is disclosed as set out in the PICS.

## Collection

- (i) We and other members of the HSBC Group may collect, use and share Customer Information. Customer Information may be requested by us or a member of the HSBC Group or on our behalf or on behalf of a member of the HSBC Group, and may be collected from you or a Connected Person (or a person acting on your behalf or on behalf of a Connected Person), from other sources (including from publicly available information), and it may be generated or combined with other information available to us or any member of the HSBC Group.

## Use

- (ii) We and other members of the HSBC Group may use, transfer and disclose Customer Information in connection with (1) the purposes set out in Appendix (applicable to Customer Information other than Personal Data), (2) the PICS (applicable to Personal Data), and (3) matching against any data held by us or the HSBC Group for whatever purpose (whether or not with a view to taking adverse action against you) ((1) to (3) are collectively referred to as the "Purposes").

## Sharing

- (iii) We may (as necessary and appropriate for the Purposes) transfer and disclose any Customer Information to: (1) the recipients set out in the PICS (who may also use, transfer and disclose such Customer Information for the Purposes), and (2) Appendix (applicable to Customer Information other than Personal Data). In any case, Customer Information may be transferred to the jurisdictions outside of where we have collected your data.

## Your Obligations

- (iv) You agree to inform us promptly, and in any event, within 30 days in writing if there are any changes to Customer Information supplied to us or a member of the HSBC Group from time to time, and to respond promptly to any request for Customer Information from us, or a member of the HSBC Group.
- (v) You confirm that every Connected Person whose information (including Personal Data or Tax Information) has been (or will be) provided to us or a member of the HSBC Group has (or will at the relevant time have) been notified of and agreed to the use, processing, disclosure and transfer of their information as set out in these policy terms, Appendix and the PICS (as may be amended or supplemented by us from time to time). You and every Connected Person have (or will at the relevant time have) read and understand the PICS. You shall advise such Connected Persons that they have rights of access to, and correction of, their Personal Data.
- (vi) You consent and shall take such steps as are required from time to time for the purposes of any applicable data protection law or secrecy law to permit us to use, store, disclose, process and transfer all Customer Information in the manner described in these policy terms. You agree to inform us promptly in writing if you are not able or have failed to comply with the obligations set out in (v) and (vi) in any respect.

(vii) Where:

- you or a Connected Person fail(s) to provide promptly Customer Information reasonably requested by us, or
- you or a Connected Person withhold(s) or withdraw(s) any consents that we may need to process, transfer or disclose Customer Information for the Purposes (except for purposes connected with marketing or promoting products and services to you), or
- we have, or a member of the HSBC Group has, suspicions regarding Financial Crime or an associated risk,

we may:

- a. be unable to provide new, or continue to provide all or part of the Services to you;
- b. take actions necessary for us or a member of the HSBC Group to meet the Compliance Obligations; and/or
- c. terminate this Policy if we reasonably consider that by continuing the Policy or the relationship with you we may break any Laws or we, or a member of the HSBC Group, may be exposed to action or censure from any Authority. Any termination will take effect as a surrender or rescission of the Policy.

In addition, if you fail to supply promptly your, or a Connected Person's, Tax Information and accompanying statements, waivers and consents as may be requested, then we may make our own decision with respect to your status or that of a Connected Person, including whether you or a Connected Person is reportable to a Tax Authority, and may require us or other persons to withhold amounts as may be legally required by any Tax Authority and paying such amounts to the appropriate Tax Authority.

**(c) Financial Crime Risk Management Activity**

- (i) Financial Crime Risk Management Activity may include, but is not limited to: (A) screening, intercepting and investigating any instruction or communication by you or on your behalf or by a Connected Person or on their behalf; (B) investigating the source of or intended recipient of funds; (C) combining Customer Information with other related information in the possession of the HSBC Group; and (D) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming your or a Connected Person's identity and status.
- (ii) To the extent permissible by law, neither we nor any other member of HSBC Group shall be liable to you or any third party in respect of any loss (however it arose) that was suffered or incurred by you or a third party, caused in whole or in part in connection with the delaying, blocking or refusing of any payment or the provision of all or part of the Services or otherwise as a result of Financial Crime Risk Management Activity.



**(d) Tax Compliance**

You acknowledge that you are solely responsible for understanding and complying with your tax obligations (including but not limited to, tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of account(s) and the provision of Services. Certain countries/regions may have tax legislation with extra-territorial effect regardless of your place of domicile, residence, citizenship or incorporation. Neither we nor any member of the HSBC Group provide tax advice. You are advised to seek independent legal and tax advice. Neither we nor any member of the HSBC Group have any responsibility in respect of your tax obligations in any jurisdiction which they may arise including any that may relate specifically to the opening and use of account(s) or Services provided by us and members of the HSBC Group.

**(e) Survival Upon Termination**

This Clause shall continue to apply notwithstanding the termination of the Services or the expiry of this Policy.

**(f) Miscellaneous**

(i) In the event of any conflict or inconsistency between any terms of this Clause and the other terms of this Policy, the terms of this Clause shall prevail.

(ii) If all or any part of the provisions of the terms of this Clause become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdictions or the remainder of the terms in that jurisdiction.

**19. RIGHTS OF THIRD PARTIES**

---

No person other than you and us will have any rights to enforce the provisions of this Policy.

**20. APPLICABLE LAW**

---

This Policy shall be governed by and construed in accordance with the laws of Macau. However, in the event of any dispute arising in the Macau SAR, the exclusive jurisdiction of the Macau SAR courts will apply.

**21. POLICY SERVICING**

---

This Policy is intended for sale only in the Macau SAR. If you, or anyone else with authority over or otherwise connected to this Policy (such as the Life Insured or the Beneficiary) is temporarily or permanently:

- (i) outside of the Macau SAR; or
- (ii) otherwise subject to the laws of any other place,

such that we reasonably believe that by complying with a particular term or condition we would breach any laws of the Macau SAR or such other place, then we are entitled not to comply with such term or condition for any period of time we deem necessary, regardless of what such term or condition may provide. This might include declining to service some of your requests related to this Policy. You agree we will not be liable for any losses, damages, claims, liabilities or costs you or any other relevant person may suffer from our exercise of our rights under this Clause. The prior sentence continues to apply even if this Policy terminates for any reason.

## 22. NET CASH VALUE

If the Policy is surrendered or terminated pursuant to provision A5(d) or A5(e):

- (a) on or before the Benefit Cessation Date, and
- (b) no Death Benefit nor Critical Illness Benefit has been paid or become payable under this Policy, then the Company will pay you the Net Cash Value equals to the Guaranteed Cash Value (which is as a Percentage of Total Premiums Paid) less any Indebtedness (excluding any interest received by the Company pursuant to provision A9) for the Basic Plan according to the table stipulated as below:

<b>Effective Date of Policy Termination</b>	<b>A Percentage of Total Premiums Paid for computing Guaranteed Cash Value (excluding any interest received by the Company pursuant to provision A9)</b>
During the 1st Policy Year	0%
During the 2nd Policy Year	30%
During the 3rd Policy Year	40%
During the 4th Policy Year	50%
During the 5th Policy Year	60%
During the 6th Policy Year	65%
During the 7th Policy Year	70%
During the 8th Policy Year	75%
During the 9th Policy Year	80%
During the 10th Policy Year	85%
At the end of 10th Policy Year	101%

(Applicable only to aggregate premium Policy) If the Policyholder has paid an aggregate premium pursuant to provision A6(a)(ii), the Net Cash Value under provision A22 above shall be increased by the balance of the aggregate premium together with the non-guaranteed interests accumulated, if any at the date of the policy is surrendered or terminated pursuant to provision A5(d) or A5(e), subject to the application of a Surrender Charge. The Surrender Charge rate for the respective Policy Year, which is applicable to the balance of the aggregate premium together with non-guaranteed interests accumulated, is shown in the table under provision C1(b).

## B. CRITICAL ILLNESS BENEFIT PROVISIONS

---

While this Policy is in force and subject to the terms of this Policy and the Exclusions as set out in provision B3, the Company shall, upon receipt of satisfactory proof and due approval, pay to the Policyholder the Critical Illness Benefit as specified below:

### 1. CRITICAL ILLNESS BENEFIT

---

If the Life Insured is diagnosed with any one of the Critical Illnesses as defined in Policy Schedule 2 by a Registered Medical Practitioner, and the Life Insured has survived for no less than fourteen (14) days following the diagnosis of any one Critical Illness, the Company will pay you an amount of Critical Illness Benefit equals to 100% Sum Insured less any Indebtedness.

(Applicable only to aggregate premium Policy) If the Policyholder has paid an aggregate premium pursuant to provision A6(a)(ii), the Critical Illness Benefit shall be increased by the balance of the aggregate premium together with non-guaranteed interests accumulated, if any, as at the date of the Life Insured being diagnosed with the covered critical illness.

All Critical Illnesses covered under this Policy have been defined in Policy Schedule 2. Any diagnosis of a Critical Illness for the purpose of claiming Critical Illness Benefit must fulfill the terms and conditions for the respective Critical Illness as stated in Policy Schedule 2.

The number of Critical Illness Benefit payout is limited to one time only and the receipt of this amount by the Policyholder will discharge us from any further liability under this Policy.

### 2. WAITING PERIOD

---

The following Waiting Period shall apply for claims of Critical Illness Benefit under provision B1:

No Critical Illness Benefit shall be payable if the sign(s) and/or symptom(s) of any Critical Illness manifested itself/themselves within ninety (90) calendar days from

- a) the Policy Issue Date; or
- b) the date of last reinstatement of the Policy,

whichever is later.

### 3. EXCLUSIONS

---

"Critical Illness" does not include:

- (1) Any known Pre-existing Condition 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
- (2) 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, whichever is the latest, or
- (3) Intoxication by drugs not prescribed by a Registered Medical Practitioner or abuse of alcohol; or
- (4) Any Human Immunodeficiency Virus (HIV) or any HIV-related illness including Acquired Immune Deficiency Syndrome (AIDS) or any mutations, derivation or variations thereof (except for the following Critical Illness, namely "AIDS/HIV Due to Blood Transfusion", "HIV Acquired due to Assault", "Medically Acquired HIV Infection" and "Occupationally Acquired HIV". Please refer to Policy Schedule 2 for the definitions of the Critical Illnesses.

### 4. NOTICE AND PROOF OF CLAIMS

---

- (a) A claim must be made within ninety (90) days of the Life Insured becoming aware that he is suffering from a Critical Illness, and whilst this Policy is in force. If the claim is not made within that period, we will not be liable to pay the benefit unless it is shown that it was not reasonably possible to make such a claim, and that the claim was made as soon as was reasonably possible. We will process the claims one after another according to the timing when we have actually received the claims.
- (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 the Critical Illness. If the Life Insured is diagnosed by the Registered Medical Practitioner in the mainland China as suffering from a Critical Illness, medical evidence proof that is satisfactory to us must be provided by a Designated Mainland China Hospital. We reserve the right to require additional information which we may reasonably require to establish fulfilment of the Critical Illness definition.

## C. NON-FORFEITURE PROVISIONS

### 1. SURRENDER

- (a) You may surrender this Policy at any time for its Net Cash Value as of the date such request is processed by filing a written request with us in a form specified by us.
- (b) (Applicable only to aggregate premium Policy) If the Policyholder has made an aggregate premium pursuant to provision A6(a)(ii), the surrender benefit payment determined under provision C(1)(a) above shall thereby be further increased by the balance of the aggregate premium together with non-guaranteed interests accumulated, if any, as at the date the surrender request is processed, subject to the application of a Surrender Charge. The Surrender Charge rate for the respective Policy Year, which is applicable to the balance of the aggregate premium together with non-guaranteed interests accumulated, is shown in the table below.

Surrender Charge rate

	Policy Year	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
10-Years Premium Payment Term	Surrender charge rate	2%	2%	2%	2%	2%	2%	2%	2%	2%	N/A

- (c) Upon full surrender, the Company's liability under this Policy shall be fully discharged.

## D. MATURITY BENEFIT PROVISIONS

If the Life Insured is alive and this Policy is in force on the Benefit Cessation Date of the Basic Plan, we will pay as of that date to the Policyholder the Guaranteed Cash Value.

The receipt of this amount by the Policyholder will discharge us from any further liability under this Policy.

## E. CONVERSION PRIVILEGE

At the Benefit Cessation Date of the Basic Plan, this Policy may be converted to a new critical illness plan or whole of life policy on the life of the Life Insured for a Sum Insured less than or equal to the Sum Insured shown in Policy Schedule 1. The new policy must be a prevailing product determined by us at the time of policy conversion and its conversion will be subject to prevailing regulatory and the Company's requirements for new application except the medical underwriting requirements will be waived. The premium for the new policy will be determined in accordance with the Company's rate table applicable to that class of policy prevailing at the date of conversion, and the Age of the Life Insured at such date.

## APPENDIX

---

The following terms supplement the Clause in the policy terms entitled “Collection and Use of Customer Information, Financial Crime Risk Management Activity and Tax Compliance” and relate to the use, store, process, transfer and disclosure of Customer Information other than Personal Data. Terms used in this Appendix shall have the meanings set out in that Clause.

### **Use Of Customer Information Other Than Personal Data**

The purposes for which Customer Information (other than Personal Data) may be used are as follows:

- (1) considering applications for products and services;
- (2) providing, managing, administering or effecting Services or any transaction that you request or authorise and the operation and administration of the products and services;
- (3) conducting credit checks and obtaining or providing credit references;
- (4) creating and maintaining the credit and risk related models of us and the HSBC Group;
- (5) any purposes in connection with any claims made by or against or otherwise involving you in respect of any products or services provided by us or a member of the HSBC Group;
- (6) determining the amount of indebtedness owed to or by you and by those providing a guarantee or security for your obligations;
- (7) complying with any obligations, requirements or arrangements, whether compulsory or voluntary, of us or any member of the HSBC Group to comply with, or in connection with any Compliance Obligations;
- (8) conducting Financial Crime Risk Management Activity;
- (9) meeting any obligations, demand or request from Authorities;
- (10) exercising any rights we or a member of the HSBC Group may have in connection with the products or services provided to you;
- (11) marketing, designing, improving or promoting Services or related products to you (and to Connected Persons to the extent permissible by Laws) and conducting market research;
- (12) enabling an actual or proposed assignee, transferee or participant or sub-participant of our or any member of the HSBC Group’s rights to evaluate the transaction intended to be the subject of the assignment, transfer, participation or sub-participation;
- (13) maintaining HSBC Group’s or our overall relationship with you; and
- (14) any purposes relating or incidental to any of the above.

## Sharing And Transfer Of Customer Information Other Than Personal Data

We may (as necessary and appropriate for all or any of the Purposes) transfer, share, exchange and/or disclose any Customer Information (other than Personal Data) to all such persons as we may consider necessary (wherever located) including without limitation:

- (a) any member of the HSBC Group;
- (b) any agents, contractors, sub-contractors, service providers, reinsurers or associates of the HSBC Group (including their employees, directors, officers, agents, contractors, service providers and professional advisers);
- (c) any Authorities;
- (d) any person to whom we or any member of the HSBC Group is under an obligation or required or expected to make disclosure for the purposes set out in paragraph 7, 8 or 9 above;
- (e) anyone acting on behalf of you, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which you have an interest in securities (where such securities are held by us or any member of the HSBC Group for you);
- (f) any party acquiring an interest in or assuming risk in or in connection with the Services;
- (g) other financial institutions, credit reference agencies or credit bureaus, for obtaining or providing credit references; and
- (h) any party involved in any business transfer, disposal, merger or acquisition by us or any member of the HSBC Group.

## 保單附表 2

1. 急性出血壞死性胰臟炎
2. 因輸血感染愛滋病／人類免疫力缺乏病毒
3. 亞爾茲默氏病
4. 肌萎縮性脊髓側索硬化症 (ALS)
5. 腦皮質壞死
6. 再生障礙性貧血
7. 細菌性腦膜炎
8. 良性腦腫瘤
9. 須接受肝移植之膽道閉鎖
10. 失明
11. 癌症
12. 心肌病
13. 須作手術之腦動脈瘤
14. 轉移性腦癌
15. 慢性腎上腺功能不足
16. 慢性自體免疫性肝炎
17. 慢性阻塞性肺病
18. 復發性慢性胰臟炎
19. 昏迷
20. 冠狀動脈搭橋手術
21. 克雅二氏病
22. 克羅恩氏病
23. 分割性主動脈瘤
24. 伊波拉
25. 艾森門格氏症狀
26. 象皮病
27. 腦炎
28. 末期肝病
29. 末期肺病
30. 暴發型病毒性肝炎
31. 破傷風
32. 溶血性鏈球菌引致之壞疽
33. 心臟病
34. 心臟瓣膜手術
35. 偏癱
36. 因突擊感染人類免疫力缺乏病毒
37. 傳染性心內膜炎
38. 腎衰竭
39. 失聰
40. 不能獨立生活
41. 喪失肢體
42. 失去一隻眼睛和一肢
43. 喪失語言能力
44. 嚴重燒傷
45. 嚴重頭部創傷
46. 重大醫療治療
47. 主要器官移植

MAC\_SCIPTOP-C-V01 (0125)



48. 因治療引致感染人類免疫力缺乏病毒
49. 腎髓質囊腫病
50. 運動神經原疾病
51. 多發性硬化症
52. 肌肉萎縮症
53. 重症肌無力症
54. 骨髓纖維化
55. 壞死性筋膜炎
56. 因職業感染人類免疫力缺乏病毒
57. 其他嚴重冠狀動脈疾病
58. 肢體癱瘓
59. 柏金遜症
60. 嗜鉻細胞瘤
61. 小兒麻痺症／脊髓灰質炎
62. 原發性側索硬化
63. 原發性肺動脈高血壓
64. 進行性延髓麻痺
65. 進行性肌肉萎縮
66. 進行性核上神經麻痺症
67. 狂犬病
68. 嚴重支氣管擴張
69. 嚴重肺氣腫
70. 嚴重肺纖維化
71. 嚴重類風濕關節炎
72. 嚴重潰瘍性結腸炎
73. 脊髓性肌肉萎縮症
74. 中風
75. 主動脈手術
76. 系統性紅斑狼瘡引致狼瘡性腎炎
77. 硬皮病
78. 末期疾病
79. 完全及永久傷殘
80. 結核腦膜炎

有關定義請參照保單A1條款之含意及定義。有關保障詳情請參照保單B條款。保單B3條款中之不保事項適用於此保單附表。

## 1. 急性出血壞死性胰臟炎

急性胰臟實質性發炎及壞死，局灶性消化酵素胰臟脂肪壞死以及血管壞死導致出血，同時符合以下標準：

- 必需經由手術清除壞死的組織或胰臟切除術；及
- 診斷基於組織病理學特徵，並由專科註冊醫生確認

保障範圍不包括因酒精或藥物濫用引起的胰臟炎。

## 2. 因輸血感染愛滋病／人類免疫力缺乏病毒

通過輸血而感染的愛滋病或人類免疫力缺乏症病毒，需符合以下所有條件：

輸血在醫學上是必需的或者是治療的一部分；

- 輸血為保單日期、保單批註日或最後一次保單復效日後(以較後者為準)於香港特區或澳門特區進行；
- 輸血是在香港特區或澳門特區合法成立的醫院內，在相關領域的專科註冊醫生的建議及其定期護理下進行；
- 由執行與輸血相關領域的專科註冊醫生以及為相關輸血提供血液或血液製品的香港特區或澳門特區法定供應商提供證明，確認受保人因該血液或血液製品為相關輸血感染愛滋病或人類免疫力缺乏病毒

在得到有效的治癒下，危疾保障將不適用及不會支付相關賠償。「治癒」即指任何使人類免疫力缺乏症病毒變為不活躍或不具有感染性的治癒。

## 3. 亞爾茲默氏病

由亞爾茲默氏病或其他不可逆轉的器官性腦退化疾病引起的，根據受保人的臨床狀態和認可的標準化問卷或測試證明智力退化或喪失或異常行為，導致受保人的精神和社會運作顯著減少，因此需要對受保人進行持續監督。亞爾茲默氏病或其他不可逆的器官性腦退化性疾病的診斷必須由腦神經科專科註冊醫生進行臨床確認。

保障範圍不包括非器官性腦部疾病例如神經官能症和精神疾病；及藥物或酒精相關的器官性腦部疾病。

## 4. 肌萎縮性脊髓側索硬化症(ALS)

以肌肉無力和萎縮為特徵，並有以下情況作為證明：脊髓前角細胞功能失調、可見的肌肉顫動、痙攣、過度活躍之深層肌腱反射和外部足底反射、影響皮質脊髓束、構音障礙和吞嚥困難。診斷必需須由神經肌肉檢查如肌電圖(EMG)或同等檢查結果證實。

## 5. 腦皮質壞死

指大腦皮質全面壞死而腦幹完整無損之狀況。診斷必須經由腦神經科專科註冊醫生證實，並有最少一(1)個月之醫療文件紀錄證明。

## 6. 再生障礙性貧血

因慢性骨髓衰竭導致貧血、白血球減少及血小板減少，而須接受骨髓移植或接受以下任何一(1)項治療：

- 輸入血液製品
- 刺激骨髓藥物
- 免疫系統抑制藥物
- 骨髓或造血幹細胞移植

再生障礙性貧血的診斷必須通過骨髓活檢證實。

## 7. 細菌性腦膜炎

因細菌感染引致的腦膜嚴重發炎及腦功能障礙，並導致永久性神經功能缺陷。細菌性腦膜炎的診斷必須由以下人員確認：(a)作為腦神經科專科註冊醫生；(b)腰椎穿刺確認腦脊液中存在細菌感染。

## 8. 良性腦腫瘤

大腦或顱內腦膜中的非癌性腫瘤，引起顱內壓升高的特徵性徵狀，如乳頭水腫、精神症狀、癲癇發作和感官受損。該腫瘤必須經顯影結果如電腦斷層掃描或磁力共振掃描等作實。

保障範圍不包括囊腫、肉芽瘤、腦動脈或靜脈畸形、血腫、腦下垂體或脊髓腫瘤及顱底腫瘤。

## 9. 須接受肝移植之膽道閉鎖

特發的肝外膽道系統進行性纖維性閉鎖之膽道閉鎖(BA)出現膽道梗阻並已經接受肝移植或在肝移植登記等候名單上。

診斷需由胃腸病學專科註冊醫生確認並提供包括影像學、實驗室檢查和肝活檢檢查在內的證據支持。

其他疾病引發的膽道閉鎖不被包含在此定義。

## 10. 失明

由疾病或意外引致的完全永久性及不可復元的雙目失明，需符合以下所有條件：

- 使用史奈侖視力檢查表或同等測試，雙眼的最佳矯正視力必須為6/60或更小；
- 雙眼的最佳矯正視野必須為二十(20)度或更小。

診斷必須經由眼科專科註冊醫生進行臨床確診及具有眼科專科註冊醫生報告證明。

## 11. 癌症

惡性腫瘤，特徵為惡性細胞失控的生長及擴散，侵蝕和破壞人體的正常組織。癌症必須經過病理報告中關於惡性程度的組織學證據來確定。癌症一詞包括白血病、淋巴瘤和霍杰金氏病。

保障範圍不包括以下癌症種類：

- 在組織學上描述為良性、癌前病變或細胞病變的所有腫瘤；
- 任何描述為原位癌的病變；
- 除惡性黑素瘤以外的所有皮膚癌；
- 子宮頸上皮內癌變(CIN I、CIN II或CIN III)或鱗狀上皮內病變；
- 等級為T1aN0M0或FIGO 1A的卵巢腫瘤；
- 在組織學上按TNM分期中描述為T1a或T1b級或其他相當等級或更低等級的前列腺癌；
- 低於Rai第三(3)階段的慢性淋巴細胞白血病。
- 在組織學上按照TNM分期為T1N0M0或以下級別的甲狀腺腫瘤

## 12. 心肌病

心肌功能受損，由心臟科專科註冊醫生明確診斷為心肌病，並導致永久性損害，其程度達美國紐約心臟病學會心臟功能分級的第IV級，或其同等級別，並按下列之級別準則已持續最少六(6)個月：

第IV級 — 進行任何活動皆會引起不適。即使在休息時亦出現充血性心臟衰竭的病徵。而任何體力活動增加皆會感到不適。

心肌病的診斷必須由心臟超聲波結果證明心室功能受損。

不論上述有何規定，心肌病若是直接與酒精或濫用藥物有關，則不受此保障。

## 13. 須作手術之腦動脈瘤

受保人確實已透過顱骨切開術進行顱內手術作夾剪、修復或切除一(1)條或以上腦動脈內的動脈瘤，惟導管及血管內所作之手術並不包括在內。

#### 14. 轉移性腦癌

受保人患上之轉移性腦腫瘤，其原發病灶不能確定。

#### 15. 慢性腎上腺功能不足

因自體免疫機制失調，令腎上腺組織逐漸受破壞，需要終身接受糖皮質及激素礦皮質激素代替療法。有關失調必須經內分泌專科註冊醫生透過以下其中一項測試證實：

- 促腎上腺皮質激素 (ACTH) 刺激測試；
- 胰島素血糖過少測試；
- 血漿促腎上腺皮質激素 (ACTH) 測量；
- 血漿腎素活動 (PRA) 測量。

只包括由自體免疫機制所引起的原發性腎上腺衰竭，其他成因所引起的則不受此保障。

#### 16. 慢性自體免疫性肝炎

一種成因不明之慢性肝壞死性的肝炎，血液中有自身抗體和高血清球蛋白運行。有效的索償必須完全符合以下條件：

- 高丙種球蛋白質症
- 至少存在以下其中一種自身抗體：
  - (i) 抗細胞核抗體
  - (ii) 抗平滑肌抗體
  - (iii) 抗肌動蛋白抗體
  - (iv) 抗 LKM-1 抗體
- 肝臟活組織檢查結果確診為自體免疫性肝炎

必須經由肝病學專科註冊醫生確診自體免疫性肝炎。

#### 17. 慢性阻塞性肺病

慢性阻塞性肺病，需要永久性的大劑量吸氧治療，及「第一秒最大呼氣量」測試 (FEV1) 結果持續少於一 (1) 公升。

確診必須由呼吸系統科的專科註冊醫生確認。

#### 18. 復發性慢性胰臟炎

經腸胃科專科註冊醫生明確診斷為復發性慢性胰臟炎，並證實胰臟持續性發炎，其病徵為有不可逆轉的形態轉變及典型疼痛及(或)永久性的功能損壞。本病症必須由胰臟功能測試及放射及影像證據證實。任何直接地或間接地、完全地或部分地由酒精導致的復發性胰臟炎則不受此保障。

## 19. 昏迷

處於不省人事的狀態，對外界刺激或內在需要毫無反應，並屬永久性神經功能受損。昏迷必須持續至少九十六(96)小時，並需要使用插管和機械性呼吸的方法來維持生命。昏迷必須由腦神經科專科註冊醫生確認。

由自我傷害，酒精或濫用藥物直接引起的昏迷則不受此保障。

## 20. 冠狀動脈搭橋手術

剖開心臟實際進行手術，透過血管移植以糾正一(1)個或以上冠狀動脈縮窄或阻塞。該手術必須由心臟科顧問註冊醫生認為是醫學上必需的。

血管成形術及所有其他內動脈，導管技術或激光手術則不受此保障。

## 21. 克雅二氏病

克雅二氏病是一種不可治癒的腦部感染，導致智力功能及活動急劇而漸進衰退。腦神經科專科註冊醫生必須根據臨床測試、腦電圖和影像結果作出診斷，並必須發現受保人出現客觀性的神經系統異常及嚴重的漸進性癡呆。

## 22. 克羅恩氏病

克羅恩氏病是指大腸及小腸慢性全壁發炎，經由最佳治療後仍有持續發炎並且有下列所有狀況才可界定為嚴重：

- 因腸道狹窄造成腸延阻塞需住院治療；及
- 腸道瘻管；及
- 最少切除一(1)段腸道。

確診必須經由腸胃科專科註冊醫生經組織學檢查及由病理報告證實及／或直腸或大腸鏡檢查證實。

## 23. 分割性主動脈瘤

指主動脈的內膜破裂導致血液流入主動脈壁中層形成夾層動脈瘤。在本定義中，主動脈指胸主動脈與腹主動脈而非其旁支。診斷必須由專科註冊醫生及檢驗結果證實，檢驗包括電腦掃描、磁力共振掃描及磁力共振血管造影或心導管檢查的證明，並有必要進行緊急修補手術。

## 24. 伊波拉

伊波拉病毒感染須符合下列條件：

- 由實驗室檢驗證明伊波拉病毒之存在；
- 不斷因感染引致併發症，並由出現有關病徵開始起計持續超過三十(30)日；及
- 該感染並不導致死亡。

## 25. 艾森門格氏症狀

心臟病而引致嚴重肺動脈高血壓及右向左逆流。診斷必須由專科註冊醫生經心臟超聲波和心導管檢查證實及需符合以下所有標準：

- 平均肺動脈血壓高於四十(40)毫米水銀柱；
- 肺血管阻力高於三(3)毫米水銀柱·分鐘／升(Wood單位)；及
- 正常肺微血管楔壓低於十五(15)毫米水銀柱。

## 26. 象皮病

由絲蟲病引起或其併發症，特徵為由於淋巴血管循環阻塞而造成身體組織大範圍腫脹，象皮病必須由內科專科註冊醫生診斷確定，亦必須有腿部、手臂、陰囊、陰戶或乳房部位的永久性大面積浮腫的臨床證明，及必須有化驗室證實的幼絲蟲感染。

以下原因引起的腫脹或淋巴水腫不包括在保障範圍：由性接觸傳染的疾病、創傷、手術後疤痕、充血性心臟衰竭或先天性淋巴系統異常。

## 27. 腦炎

經腦神經科註冊醫生診斷證實由於感染病毒而引致之腦部(大腦半球、腦幹或小腦)嚴重發炎，導致永久性神經功能受損。

## 28. 末期肝病

永久性及不可治癒的肝功能衰竭，並導致以下所有三(3)種病況：

- 永久性黃疸；及
- 腹水；及
- 肝腦病。

保障範圍不包括由酗酒或濫用藥物引致的肝衰竭。

## 29. 末期肺病

慢性及不可治癒的呼吸功能衰竭，同時有以下所有的證明：

- 「第一秒最大呼氣量」測試(FEV1)持續少於一(1)公升；及
- 永久接受補充氧氣治療以防血氧不足

## 30. 暴發型病毒性肝炎

由病毒性肝炎引起的大部份或全部肝臟壞死，導致突發性肝衰竭。其診斷必須符合下列所有準則：

- 肝臟急劇縮小及整塊肝葉壞死；及
- 肝功能測試急劇退化；及
- 黃疸加深；及
- 肝腦病。

單純的肝炎感染或病原載體狀態不符合診斷標準。

### 31. 破傷風

破傷風是指因感染破傷風梭狀芽孢桿菌而引發的急性肌張力增強、痛性骨骼肌收縮(包括但不限於下頷和頸部肌肉)以及全身肌肉痙攣。

由破傷風毒素引起的全身性破傷風的診斷必須由註冊醫生確認並必須滿足以下所有條件才能獲得此保障：

- 持續性機械通氣至少三(3)日，而該治療措施被認為治療由破傷風毒素引起的全身性破傷風的醫學上所必需；以及
- 被給予破傷風免疫球蛋白治療。

### 32. 溶血性鏈球菌引致之壞疽

包圍肢體或軀幹肌肉之淺及／或深筋膜受到感染，病情屬暴發性並需要即時進行手術及清創術。確診必須經細菌培養及由專科註冊醫生於進行手術探察後證實。

### 33. 心臟病

因心臟供血不足而引致部份心肌壞死，並必須具備下列所有特徵：

- 典型胸口痛的病史；
- 在有關心臟事故期間，心肌梗塞特有的新的心電圖變化；及
- 以下其一：
  - (i) 心臟酵素上升，並高於正常實驗室普遍接受的水平；或
  - (ii) 肌鈣蛋白I的水平高於0.5ng/ml或更高。

### 34. 心臟瓣膜手術

利用剖開心臟手術移植或修復一個或多個心臟瓣膜，以治癒由心臟瓣膜缺陷、不正常或疾病感染引起的心瓣疾病。手術必須根據適當的檢查證明，且由心臟科顧問註冊醫生證實為在醫學上是必需的。基於導管技術的手術(包括但不限於球囊瓣膜切開術／球囊瓣膜成形術)則不包括在內。

### 35. 偏癱

因疾病或受傷(自我傷害除外)導致癱瘓以致半邊身體完全及永久失去功能。



### 36. 因突擊感染人類免疫力缺乏病毒

受保人因身體被他人襲擊引致感染人體免疫力缺乏病毒(HIV)(該襲擊必須導致人體免疫力缺乏病毒(HIV)之感染)，導致感染日期為保單日期、保單批註日或最後一次保單復效日後(以較後者為準)及受保人當時必須身在香港特區或澳門特區。襲擊是指被利器刺傷或與沾有血液的體液接觸。受保人並需在襲擊發生後一百八十(180)日內出現血清轉呈陽性。因任何其他途徑導致或經由任何其他途徑感染或感染之人體免疫力缺乏病毒(HIV)並不在此保障範圍內(不適用於以下危疾，「因輸血感染愛滋病／人類免疫力缺乏病毒」、「因突擊感染人類免疫力缺乏病毒」、「因治療引致感染人類免疫力缺乏病毒」和「因職業感染人類免疫力缺乏病毒」)。

受保人必須於任何可能會引起索償之襲擊發生後二十四(24)小時內通知香港特區或澳門特區警方，並於十四(14)日內通知我們，以及遞交於襲擊發生後五(5)日內接受之人體免疫力缺乏病毒(HIV)抗體測試之陰性結果報告。受保人必須讓我們取得所有曾接受測試之血液樣本進行個別測試，及於我們認為有需要或適當時抽取額外之血液樣本。

此病症必須威脅受保人之性命，並且沒有可以治癒之方法存在。

### 37. 傳染性心內膜炎

由感染性微生物引致的心臟內膜炎，並須符合下列所有準則：

- 血液培植結果呈陽性反應，證明感染性微生物的存在；
- 因傳染性心內膜炎之故，出現最少中度之心臟瓣膜功能不全(即返流部份達百分之二十(20%)或以上)或中度之心臟瓣膜狹窄(導致心臟瓣面積為正常值的百分之三十(30%)或以下)；及
- 傳染性心內膜炎的診斷及瓣膜受損的嚴重程度必須由心臟病專科註冊醫生確定。

### 38. 腎衰竭

由任何原因引起之末期腎病而受保人需要定期進行腹膜透析或血液透析。

### 39. 失聰

由於疾病或受傷，雙耳完全永久失去聽覺並不可復元(包括在所有聽力頻率中損失至少八(80)分貝)。必須提供電測聽聲音閾值測試的醫學證據，並且必須由作為耳、鼻、喉專科註冊醫生確定。

### 40. 不能獨立生活

在沒有輔助下，不能完成於保單內界定的「日常生活活動」的其中最少三(3)項活動，並已持續最少六(6)個月及導致永久不能完成有關活動。就此定義而言，「永久」一詞是指根據現時醫學知識及技術，已完全沒有復原的希望。不能獨立生活的診斷必須由註冊醫生確定。

本項危疾的保障會在受保人之年齡達到六十五(65)歲後終止。

所有與精神病有關的原因不受此保障。

#### 41. 喪失肢體

完全、永久及無法挽回地失去肘部或膝蓋以上的兩(2)肢。

#### 42. 失去一隻眼睛和一肢

受保人須符合下列所有準則：

- (a) 在滿足以下任一條件的情況下，一(1)隻眼睛(輔助或無輔助)出現不可逆轉的失明：
  - (i) 在使用史奈侖視力檢查表或同等測試下，一(1)隻眼睛的最佳矯正視力必須低於6/60；或
  - (ii) 一(1)隻眼睛的最佳矯正視野必須為二十(20)度或更小。診斷必須由眼科專科註冊醫生作出眼科醫生報告證明；及
- (b) 完全及不可逆轉地失去手腕或腳踝處以上的一(1)肢

#### 43. 喪失語言能力

因喉部損傷永久喪失進行可以令人理解的語言能力，並且喪失語言能力狀態已經持續至少連續六(6)個月。

#### 44. 嚴重燒傷

第三級程度燒傷並覆蓋受保人身體表面面積最少百分之二十(20%)，須由蘭一布勞德圖表量度。

#### 45. 嚴重頭部創傷

因意外的頭部受傷引致殘餘腦損傷，導致永久性神經功能障礙並引發嚴重的功能障礙。「嚴重功能障礙」是指腦神經科專科註冊醫生評估受保人在格拉斯哥昏迷指數或在醫學文獻中普遍接受的類似量表的八(8)分版本中得分為五(5)分或以下。

#### 46. 重大醫療治療

受保人必須在同一住院期間滿足以下所有三(3)項標準方可獲得賠償：

- (a) 已經接受了下述定義之複雜手術(此列表並非詳盡無遺，並可能會不時更改)以及
- (b) 符合資格之深切治療部住院持續五(5)日或以上，以及
- (c) 接受侵入性生命支持治療

「深切治療部」是指醫院專門指定用作深切治療病房之部分，用作致力於為危重病人提供深切治療和護理服務的部分或部門。深切治療部包括加護病房／高依賴病房，強化治療室，深切治療部／重症監護室，心臟深切治療部、神經深切治療部、兒童深切治療及新生嬰兒深切治療部。為免存疑，入住任何手術康復室、緊急救護中心、觀察病房；或任何於深切治療部以外提供進行恢復知覺、監察及治療等特別程序的病房，不被當作入住深切治療部。

「侵入性生命支持」是指通過氣管插管而進行的機械通氣、使用左心室輔助裝置(LVAD)、主動脈內球囊反搏(IABP)或體外膜肺氧合(ECMO)以維持生命。為免存疑，使用任何無創呼吸機(如持續性正壓呼吸器、非侵襲性正壓呼吸器或面罩)而進行的通氣均不被視為侵入性生命支持治療。

- 「符合資格之深切治療部住院」是指在深切治療部住院並滿足下列所有條件：
  - (a) 深切治療部住院必須被註冊醫生確認為醫學上所必需的；
  - (b) 任何在中國內地之深切治療部住院，必須是在指定中國內地醫院，且由中國內地認可為三等甲級(三甲)醫院；
  - (c) 深切治療部住院不得與以下情況有關或不得是直接或間接由下列原因引致：
    - (i) 受保人接受除因意外受傷而必須進行的整容治療且該整容治療是在意外發生的九十(90)日之內；或
    - (ii) 受保人之妊娠、代母身份、分娩或終止妊娠、節育、不育或人工受孕或任何一性別絕育；或
    - (iii) 受保人之精神紊亂、心理或精神疾病、行為問題或人格障礙；或
    - (iv) 任何只為物理治療或就檢查徵狀及／或病徵而進行之診斷影像、化驗室檢查或其他診斷程序的住院；或
    - (v) 受保人接受的醫療實驗及／或非主流醫療技術／程序／治療，或尚未由當地政府、相關機構及當地認可醫學會批准之新型藥物或幹細胞治療。
- 複雜手術列表(此列表並非詳盡無遺，並可能會不時更改)

器官	手術
膀胱、輸尿管和尿道	開放式或腹腔鏡式根治性／全部膀胱切除術
	迴腸導管建造，包括輸尿管植入
腦	顱骨切除術
	顱內動脈瘤鉗夾術
	顱內動脈瘤包裹
	顱內動靜脈血管畸形切除手術
	聽覺神經瘤切除術
	腦腫瘤或腦膿腫切除術
	顱神經腫瘤切除術
	大腦包括腦葉切除手術
耳朵	耳蝸手術及／或人工耳蝸植入
骨折／脫位	關節窩骨折閉合／開放復位術連內固定術
心	冠狀動脈分流手術(CABG)
	心臟移植
	閉合式心瓣切開術
	心臟直視心瓣成形術
	冠狀動脈分流手術
空腸、迴腸和大腸	開放式或腹腔鏡式直腸前位切除術
	開放式或腹腔鏡式經腹部會陰切除術
	開放式或腹腔鏡式結腸切除術
	開放式或腹腔鏡式直腸低前位切除術

器官	手術
關節	膝關節／髖關節融合術
	髖關節／膝關節切除術連局部釋放抗生素
	全肩置換術
	全膝置換術
	全髖置換術
腎	部分／下端腎切除術
	腎移植手術
肝	肝移植手術
	開放式或腹腔鏡式肝葉切除術
食道／胃／十二指腸	食道切除術
	食道全切除術及腸插入手術
	胃部分切除術與食管吻合
	近端胃切除術／根治性胃切除術／全部胃切除術連或不連腸插入術
胰臟	胰臟十二指腸切除術(惠普爾手術)
松果體	松果腺全切除術
腦下垂體	腦下垂體腫瘤切除術
前列腺	開放式或腹腔鏡式根治性前列腺切除術
呼吸系統	喉切除術連或不連根治性頸淋巴組織切除術
	肺葉切除術／肺切除術
脊柱	人造頸椎間盤置換術
	除頸／頸胸／C4／5及C5／6以外的前脊柱融合術連鎖定骨板
	前脊椎融合術連儀器設置
	脊髓管內硬膜內或硬膜外的腫瘤切除術
	椎板切除術連椎間盤切除術
	(除胸／頸胸／胸腰／T5至L1／環 — 樞椎以外的)後脊椎融合術
	後脊椎融合術連儀器設置
	脊椎融合術，連或不連椎間孔切開術，連或不連椎板切除術，連或不連椎間盤切除術
	脊椎截骨術
子宮	經腹部進行根治性子宮切除術
	盆腔臟器切除術
陰道	根治性陰道切除術
血管	腹內動脈／脾靜脈腎靜脈／門靜脈腔靜脈分流術
	腹腔血管切除術連置換／接合術

#### 47. 主要器官移植

受保人作為器官受贈者接受的以下任何移植手術：

- 以下人體器官移植以治療該器官不可逆轉的終末期衰竭：心臟、肺、肝臟、腎臟、胰臟或骨髓。

#### 48. 因治療引致感染人類免疫力缺乏病毒

受保人感染人類免疫力缺乏病毒(HIV)，並符合下列所有條件：

- (i) 感染是由於接受手術或醫療／牙科程序引起，且導致感染的手術或醫療／牙科程序日期在保單日期、保單批註日或最後一次保單復效日後(以較後者為準)；及
- (ii) 提供手術或醫療／牙科程序的單位承認責任或法院終審庭裁定此醫療責任，而且不准上訴；及
- (iii) 受感染的受保人並非血友病患者。

此項醫療事件須已向相關當局報告並按制訂程序進行調查。

如果醫學上出現能夠治癒愛滋病或 HIV 病毒影響的任何方法，或出現能夠預防愛滋病的方法，本保障將不再適用。

經由其他方式導致的感染，包括經性行為或娛樂性靜脈注射藥物導致的感染均不在保障範圍內。我們有權取得受保人所有的血液樣本，並且保留使用該血液樣本進行獨立測試的權利。

#### 49. 腎髓質囊腫病

腎髓質囊腫病之診斷須符合下列準則：

- 於腎臟內發現腎髓質有多個囊腫連同出現腎小管萎縮及間質纖維化等現象；
- 貧血、多尿及腎功能逐漸衰退之臨床證明；及
- 腎髓質囊腫病的診斷經由腎活組織檢查確定。

單獨或良性腎囊腫則明確不受此保障。

#### 50. 運動神經原疾病

皮質脊髓束和前角細胞或延髓傳出神經元的進行性退化導致永久性神經功能障礙，包括以下形式的運動神經元疾病：脊髓性肌肉萎縮、進行性延髓麻痺症、肌萎縮性脊髓側索硬化症和原發性側索硬化症。

診斷需由腦神經科專科註冊醫生確認。

# **51. 多發性硬化症**

由腦神經科註冊醫生確診的多發性硬化症確認超過一(1)次的神經功能缺損，並須符合以下兩(2)個準則：

- 神經系統功能永久受損，並具有客觀表現為運動神經或感覺神經功能障礙，及
- 該診斷必須由客觀的神經科診症技術來確定，例如腰椎穿刺、誘發視覺反應、誘發聽覺反應或以電腦斷層掃描或磁力共振掃描證明之中樞神經系統損傷。

# **52. 肌肉萎縮症**

肌肉逐漸衰退之遺傳性疾病，病徵包括肌肉逐步衰弱及萎縮。診斷須經由腦神經科顧問註冊醫生明確作出。受保人必須持續至少六(6)個月無法(在有協助或沒有協助的情況下)進行五(5)項「日常生活活動」中的三(3)項或以上。

# **53. 重症肌無力症**

指一種引致神經肌肉傳遞障礙之後天自身免疫性疾病，並導致波動性之肌無力及容易疲勞，且須符合下列所有準則：

- 永久出現肌無力，並根據下列按美國重症肌無力基金會的臨床分類界定為第IV或V級；及
- 重症肌無力的診斷及分類必須由腦神經專科註冊醫生確定。

美國重症肌無力基金會的臨床分類：

- 第I級：任何眼部肌肉無力，可能性之上瞼下垂，及並無其他部位出現肌無力的證據。
- 第II級：任何程度之眼部肌肉無力，及其他部位之輕度肌肉無力。
- 第III級：任何程度之眼部肌肉無力，及其他部位之中度肌肉無力。
- 第IV級：任何程度之眼部肌肉無力，及其他部位之嚴重肌肉無力。
- 第V級：需要插管以維持氣管暢通。

# **54. 骨髓纖維化**

一種因纖維組織取代正常骨髓從而導致貧血、白血球及血小板含量過低及脾臟腫大的疾病。病況必需惡化至永久性且嚴重程度導致受保人需最少每月進行輸血。骨髓纖維化必須由專科註冊醫生作出診斷及經骨髓活組織檢查確實。

# **55. 壞死性筋膜炎**

一種漸進而急劇擴散的疾病，感染部位位於深筋膜內，可導致皮下組織的壞死。須由專科註冊醫生作出明確的診斷，並由化驗室證明可引起壞死性筋膜炎的細菌存在，及出現廣泛性肌肉和其他軟組織損壞，並導致身體受影響部位完全及永久喪失功能。

## 56. 因職業感染人類免疫力缺乏病毒

受保人在保單日期、保單批註日或最後一次保單復效日後(以較後者為準)，且當時正在香港特區或澳門特區進行其正常工作時所感染人類免疫力缺乏病毒。以下所有的證明必需提供：

- 導致感染意外的證明；
- 該意外涉及人類免疫力缺乏病毒感染液體的確切來源證明；
- 受保人需在意外發生後一百八十(180)日內出現血清轉為人類免疫力缺乏病毒陽性的證明，其中應包括在意外發生後五(5)日內人類免疫力缺乏病毒抗體測試呈陰性的證明；因通過其他方式如性行為和靜脈注射藥物而引起的人類免疫力缺乏病毒感染並不在此保障範圍內。受保人必須在意外發生後十四(14)日內向我們報告引起潛在索償的意外。

## 57. 其他嚴重冠狀動脈疾病

嚴重的冠狀動脈疾病是指有最少三(3)條主要冠狀動脈分別閉塞達最少百分之六十(60%)或以上，並只限以冠狀動脈造影術作證明(非創傷性之診斷程序並不符合此要求)。

就此定義而言，「主要冠狀動脈」是指任何左動脈主幹、左動脈前降支、迴旋動脈及右冠狀動脈(但不包括所有上述之動脈的分支血管)。

## 58. 肢體癱瘓

由損傷或疾病導致癱瘓、從而引起最少兩(2)肢完全及永久喪失功能，而且無法治癒。

## 59. 柏金遜症

經由腦神經科註冊醫生作出明確之診斷為原發性柏金遜症。

該診斷必須符合下列所有條件：

- 無法透過藥物控制；及
- 出現逐步退化客觀徵狀；及
- 受保人無法(無論有否使用機械設備，特殊裝置或專為殘疾人士而設的其他輔助或調整設備)進行五(5)項「日常生活活動」中的三(3)項或以上。僅原發性柏金遜症獲得保障。

保障範圍不包括由藥物或中毒引起之柏金遜症。

## 60. 嗜鉻細胞瘤

是指腎上腺或嗜鉻外組織出現神經內分泌腫瘤，並分泌過多的兒茶酚胺類，需要確實進行手術以切除腫瘤。嗜鉻細胞瘤的診斷必須由內分泌專科註冊醫生確定。



## 61. 小兒麻痺症／脊髓灰質炎

小兒麻痺症的診斷需要由感染神經病學的專科註冊醫生確認及必須具備以下兩個條件：

- 確定脊髓灰質炎病毒是致病原因；
- 肢體肌肉或呼吸系統肌肉的癱瘓狀況已出現。

不涉及癱瘓和因其他原因癱瘓的病例除外。

## 62. 原發性側索硬化

大腦皮質運動神經元逐漸退化失調，導致由上運動神經元控制的肌肉廣泛衰弱，臨床特徵為肢體肌肉漸進式出現痙攣性衰弱，此前或其後伴有痙攣性發音及吞嚥困難，顯示皮質脊髓束及皮質延髓束同時受到影響。診斷須由神經科專科註冊醫生證實，並經由肌電圖檢查等適當的神經肌肉測試驗證實。

## 63. 原發性肺動脈高血壓

原發性且病因不明的肺部動脈血壓上升導致右心的過勞及衰弱。並必須造成永久性不可治癒的身體損傷，而心臟損傷至少達到紐約心臟協會分級標準第III級。與肺部疾病、慢性肺換氣不足、肺栓塞性疾病、左心疾病和先天性心臟病有關的肺部高血壓特別除外。對原發性肺部高血壓的診斷需要由心臟科註冊醫生或呼吸科專科註冊醫生作出，且需要心臟導管手術之資料以作證明。

診斷必須符合以下所有三(3)項標準：

- 平均肺動脈血壓高於四十(40)毫米水銀柱；及
- 肺血管阻力高於三(3)毫米水銀柱·分鐘／升(Wood單位)；及
- 正常肺小動脈楔壓低於十五(15)毫米水銀柱。

## 64. 進行性延髓麻痺

由腦神經及皮質延髓束神經支配的肌肉逐漸退化為病徵，導致咀嚼、吞嚥和說話困難。此情況必須通過肌電圖確診。

## 65. 進行性肌肉萎縮

經腦神經科專科註冊醫生診斷之肌肉虛損及逐漸惡化之痙攣。診斷須經適當的神經肌肉測試如肌電圖檢查等核實。

## 66. 進行性核上神經麻痺症

必須由腦神經專科註冊醫生診斷為進行性核上神經麻痺症。並必須出現永久臨床運動神經機能受損、眼睛活動失調及姿勢失調。



## 67. 狂犬病

因感染狂犬病病毒而出現下列所有症狀和體徵：肌肉痙攣、譫妄、精神異常、癲癇發作和失語。

如果受保人只進行了接觸後預防性疫苗接種，而沒有出現上述症狀，則我們不予支付此項危疾保障。

## 68. 嚴重支氣管擴張

嚴重支氣管擴張，需要永久性的大劑量吸氧治療，及「第一秒最大呼氣量」測試 (FEV1) 結果持續少於一 (1) 公升。

確診必須由呼吸系統科的專科註冊醫生確認。

## 69. 嚴重肺氣腫

嚴重肺氣腫，需要永久性的大劑量吸氧治療，及「第一秒最大呼氣量」測試 (FEV1) 結果持續少於一 (1) 公升。

確診必須由呼吸系統科的專科註冊醫生確認。

## 70. 嚴重肺纖維化

嚴重及彌漫型肺纖維化，需要永久性每日進行最少八 (8) 小時或以上大劑量吸氧治療。

必須由呼吸系統科的專科註冊醫生以肺活檢報告證實下確診。

## 71. 嚴重類風濕關節炎

明確診斷為嚴重類風濕關節炎之免疫系統疾病，並符合下列所有準則：

- 須符合美國風濕病學會就類風濕關節炎所界定之診斷準則及經身為風濕病學家的專科註冊醫生確認；
- 廣泛性關節損壞及下列之關節部位有三 (3) 個或以上出現嚴重臨床變形：手、手腕、手肘、脊柱、膝、足踝或足部；及
- 在沒有協助的情況下，永久性失去進行最少兩 (2) 項「日常生活活動」的能力；
- 上述狀況已持續最少六 (6) 個月。

## 72. 嚴重潰瘍性結腸炎

急性爆發性結腸炎導致威脅生命的電解異常並必須符合以下所有準則：

- 整條大腸受影響並有嚴重的帶血腹瀉；及
- 需要的治療為完全結腸切除及迴腸造口術；及
- 診斷必須根據組織病理學說的特徵為依據並經腸胃病學專科註冊醫生確定。

### 73. 脊髓性肌肉萎縮症

脊髓前角細胞和腦幹運動核的退化性疾病，其特徵是嚴重的近端肌肉無力和消瘦，主要發生在腿部，其次是遠端肌肉受累。損害必須獨立於所有其他原因，並且直接導致受保人在沒有協助的情況下永久無法進行三(3)項或更多的「日常生活活動」。

脊髓性肌肉萎縮症的診斷必須由專科註冊醫生進行適當的神經肌肉測試，例如肌電圖(EMG)。

### 74. 中風

一種由頭顱內出血、腦栓塞或頭顱內血管血栓引起不可逆轉之腦組織死亡而導致的腦血管病症，此定義也包括蛛網膜下出血。該病症必須導致神經功能受損，並經由腦神經科專科註冊醫生在病發後的檢查中客觀地觀察到神經異常表現，並需持續至少六(6)周。診斷須由磁力共振掃描、電腦斷層掃描、或腦脊髓液檢查測出與新一次中風相符的結果支持。

以下情況不包括在內：

- 短暫性腦缺血發作(TIA)，其症狀持續少於二十四(24)小時；
- 因意外受傷、感染、血管炎、炎症或偏頭痛引起的腦部受損；
- 影響眼部的血管疾病，包括視覺神經或視網膜梗塞；
- 前庭系統缺血疾病；
- 通過影像檢查發現的無症狀中風。

### 75. 主動脈手術

進行手術通過切除並用移植方法替換病變的主動脈來治療主動脈疾病。就此定義而言，主動脈指胸部和腹部大動脈而不包括其分支。治療主動脈周圍血管疾病的手術並不包括在內，即使在手術過程中需要移除部分的主動脈。

### 76. 系統性紅斑狼瘡引致狼瘡性腎炎

多系統之自身免疫力失常症，病徵包括產生自體抗體侵襲自體抗原。

就本定義而言，系統性紅斑狼瘡引致狼瘡性腎炎僅限於那些累及腎臟的系統性紅斑狼瘡形式，並在國際腎臟病學會／腎臟病理學會下被定性為III類、IV類、V類或VI類狼瘡性腎炎(ISN/RPS)基於腎臟穿刺檢查的狼瘡性腎炎縮寫分類(2003)。其他形式，例如盤狀狼瘡，以及僅受血液和關節受累的形式，都被明確排除在外。狼瘡性腎炎的ISN/RPS縮寫分類(2003年)：

- |       |   |                           |
|-------|---|---------------------------|
| 第I級   | : | 輕微系膜狼瘡性腎炎                 |
| 第II級  | : | 系膜增生性狼瘡性腎炎                |
| 第III級 | : | 局部狼瘡性腎炎                   |
| 第IV級  | : | 廣泛增生性(IV-S)或全局性(IVG)狼瘡性腎炎 |
| 第V級   | : | 膜型狼瘡性腎炎                   |
| 第VI級  | : | 晚期硬化狼瘡性腎炎                 |

## 77. 硬皮病

系統性的原膠質血管疾病導致漸進的皮膚、血管和內臟器官纖維化擴散。確診必須由身為風濕病專家的專科註冊醫生明確證實及活組織檢查或等效的確認測試和血清學證據來支持系統性蔓延並且涉及心臟、肺或腎臟。

保障範圍不包括以下疾病：

- 局部硬皮症(帶狀硬皮症或硬斑病)；
- 嗜伊紅球性筋膜炎；
- CREST 綜合症。

## 78. 末期疾病

根據註冊醫生的意見有很大可能性由通知日起三百六十五(365)日內引致死亡的疾病，並在醫學角度上是被認為可在三百六十五(365)日內導致死亡的致命狀況。受保人必須遞交本公司感到滿意之損害證明，而有關上述末期疾病的診斷必須分別由本公司指定兩位註冊醫生作出及證明。

## 79. 完全及永久傷殘

受保人在六十五(65)歲前因受傷或患病導致完全及永久傷殘。

在下列情況下，受保人將被視為完全及永久傷殘：

- (i) 完全及永久地沒有能力從事任何可獲得收入或利潤的職業、業務或活動。上述傷殘必須不間斷持續超過一百八十(180)日；或
- (ii) 受保人：
  - 雙眼完全失去視力並無法復原；或
  - 完全及不可復原地喪失使用兩肢(在手腕或足踝關節或以上)的能力；或
  - 一隻眼睛完全失去視力並無法復原，及完全及不可復原地喪失使用任何一肢(在手腕或足踝關節或以上)的能力。

「喪失使用能力」是指完全及永久性癱瘓或切斷。

假如受保人於開始完全及永久傷殘時的年齡不足十五(15)歲或並非從事任何職業，他／她必須符合上述第(ii)點的情況下才會被視為完全及永久傷殘。

有關傷殘情況須由本公司認可接納的註冊醫生以書面證明。

## 80. 結核腦膜炎

因結核桿菌而引起的腦膜炎，導致永久性的神經損害，有關診斷必須由腦神經專科註冊醫生證實。

# 滙達保危疾保障計劃

目錄	頁
<b>A. 一般條款</b>	1
1. 含意及定義	1
2. 整份合約	3
3. 不可異議	4
4. 自殺	4
5. 保單生效期	4
6. 繳付保費	5
7. 寬限期	5
8. 欠付保費	5
9. 保單復效	6
10. 擁有權	6
11. 權益轉讓	6
12. 受益人	6
13. 身故賠償	7
14. 身故索償	7
15. 非分紅性	7
16. 支付索償	7
17. 調減保額	8
18. 收集及使用客戶資料，金融罪行風險管理活動及稅務合規	8
19. 第三方權益	12
20. 適用的法例	12
21. 保單服務	12
22. 淨現金價值	13
<b>B. 危疾保障條款</b>	14
1. 危疾保障	14
2. 等候期	14
3. 不保事項	15
4. 索償通知及證明	15
<b>C. 不能作廢條款</b>	16
1. 退保	16
<b>D. 期滿利益條款</b>	16
<b>E. 轉換權益</b>	16

## 附錄

使用非個人資料的客戶資料、分享及轉移非個人資料的客戶資料

附加保障詳見保單附表 1 (如有)

## A. 一般條款

### 1. 含意及定義

在本保單內，滙豐人壽保險(國際)有限公司澳門分公司稱為「本公司」或「我們」，而保單持有人稱為「閣下」或「您」。

「**意外**」指無法預見和意料之外的暴力、偶發、外在及可見事件，是構成身體受傷的唯一原因。

「**日常生活活動**」之定義為：

1. 沐浴 — 以浸浴或淋浴方式自我清洗(包括能進入及離開浴缸或淋浴間)或以其他方式清洗達到滿意的能力；
2. 更衣 — 穿戴、脫下、固定與及解開所有衣物及(如適當)任何配帶的矯正器、義肢及其他外科手術器具的能力；
3. 行動 — 從床移動到直立的椅子上或輪椅上的能力，反之亦然；
4. 如廁 — 能自行如廁或能自我控制肛門及膀胱功能，以保持滿意之個人衛生水平；
5. 進食 — 自行進食預先準備妥當之食物的能力。

「**年齡**」指在任何一天，受保人或保單持有人(視適用情況而定)下一個生日之年齡。

「**後天免疫力缺乏症**」是指世界衛生組織就「後天免疫力缺乏症」一詞給予的涵義，及可不時更改。

「**申請書**」指閣下為獲得本保單而遞交的申請書，並包括本公司收到的任何有關受保人的醫療資料，以及閣下或受保人作出可保證明的任何聲明或陳述。

「**基本計劃**」指保單附表 1 上列明之基本計劃。

「**受益人**」是指第 A12 項條款所列明之受益人。

「**保障終止日**」指在保單附表 1 上列明的保障終止日。

「**危疾**」指一項根據保單附 2 所描述的疾病或手術。

「**危疾保障**」指根據第 B1 項條款所支付有關危疾之任何保障金額。

「**身故賠償**」指在任何時間除依照第 A2(c) 及 A4 項條款外，在受保人身故日根據第 A13 項條款計算的金額。

「**指定中國內地醫院**」指由本公司不時自行酌情指定及更新而不需另行通知的位於中國內地之醫院名單。

「**保證現金價值**」指根據第 A22 項條款列明之百分比所衍生的金額。

「**寬限期**」指第 A7 項條款訂明就本保單應繳保費所述之期間。

「**香港特區**」指中華人民共和國香港特別行政區。

「**澳門特區**」指中華人民共和國澳門特別行政區。

「**醫院**」指按其所在地法律認可、成立及註冊，並設有收費病床來治療傷病的機構，它 (i) 須設有診斷及施行大型手術的設施；(ii) 由合格註冊護士提供每日二十四 (24) 小時的護理服務；(iii) 由合格註冊醫生監管；及 (iv) 基本上不是診所、酗酒者或吸毒者的治療所、療養院、自然治療所、水療院、休養或復康院、老人院或類似機構。

「**債項**」指任何時間本保單下任何欠下本公司之未付之保費。

「**簽發日期**」指保單附表 1 上列明作為簽發日期之日期。

「**受保人**」指保單附表 1 上列明為受保人的人士，其在本保單中亦稱為「受保人」、「他」或「他的」。

「**淨現金價值**」指在保障終止日或之前的任何一天，相等於保證現金價值扣除任何債項之後的金額。

「**繳款終止日**」指保單附表 1 上列明作為繳款終止日之日期。

「**保單**」指申請書及本保單文件，包括保單附表 (如有)、附加保障 (如有) 及本公司不時發出的任何保單批註中列明的條款。

「**保單周年日**」指保單日期的每一個周年日。

「**保單日期**」指保單附表 1 上列明作為保單日期之日期。

「**保單批註**」指本公司發出任何列明本保單各項修訂條款的文件。

「**保單附表**」指隨本保單發出的最初保單附表及其任何修訂、以書面通知保單持有人的任何用於替代現有保單附表之保單附表及本公司明確採納的任何新保單附表。

「**保單年度**」指由一個保單周年日 (包括當日) 至隨後的保單周年日 (不包括當日) 為止的期間。由保單日期 (包括當日) 起至首個保單周年日 (不包括當日) 為止的期間稱為「首個保單年度」。

「**保單持有人**」指於保單附表 1 列明為保單持有人的人士。

「**已存在的狀況**」是指受保人知道或理應知道的在簽發日期、保單日期或最後一次保單復效的生效日期(以較遲者為準)前已存在徵兆或症狀的疾病或受保危疾；或受保人已被建議進行醫學診斷、會診或治療；或受保人已安排或接受醫學測試或診斷。

「**註冊醫生**」指任何根據香港特區《醫生註冊條例》或澳門特區《醫療人員專業資格及執業註冊制度》或任何修訂條例而註冊及獲確認有關專業的醫生，或在任何本公司接受的其他國家／地區，根據當地法律獲授權執業的西醫，而該等醫生並非受保人或保單持有人本人或其直系親屬。

在保單附表 2 所列的「因職業感染人類免疫力缺乏病毒」中，「註冊醫生」的定義包括受保人。

「**保額**」指任何時候在保單附表 1 或任何保單批註中所列明的款額。

「**附加保障**」指根據本保單屬於附加保障條款上所應支付的任何保障。

「**手術**」指列於保單附表 2 內不同標題下之外科手術。

「**退保費用**」指以合計保費金額形式繳交保費的保單，於退保時根據第 C1(b) 項條款所列的退保費用率於合計保費金額結餘及其非保證累積利息(如有)所收取之費用。

「**已繳總保費**」指於計算第 A13 項條款列明之身故賠償時及指於計算第 A22 項條款列明之淨現金價值，截至相關保單終止日期，就基本計劃所有到期及已實際繳付的保費總額。惟合計保費金額保單的合計保費金額結餘及其非保證累積利息，將不會用以計算「已繳總保費」，除非及直至該部分的保費於該日期實際已到期及已實際繳付。

「**等候期**」指在保單生效的指定時間內，任何危疾保障的索償都不會獲得賠償。

除文意另有規定外，上文定義的詞語及本保單及附加保障(如有)任何其他定義的詞語在應用於本保單時具有相同含義(如本文所定義)。

## 2. 整份合約

---

- (a) 閣下與本公司之間所達成的整份合約包括本保單、閣下之申請書、本公司接獲有關受保人任何醫療檢查證明及任何作可保證明的書面聲明及回覆。
- (b) 除本公司依照第 A2(c) 項條款所作的修訂外，若非具備本公司發出的書面保單批註或修改保單附表及閣下以書面表示同意有關的修訂，本保單所作出的任何修訂將不會生效。

(c) 在下列情況下，本公司可修訂本保單，

- (i) 在保單附表 1 或任何作可保證明的書面聲明或回覆的資料(包括有關年齡、性別或吸煙習慣等)被發現及證實為錯誤；或
- (ii) 本公司發現閣下或受保人誤述或隱瞞閣下或受保人已知的事實，或一個具備常理的人士在相同情況下應該知道的事實，並嚴重影響本公司對受保人的風險評估。

在上述情況下，本公司將發出本保單的保單批註或更新保單附表，載明具追溯效力的修訂條款及條件，以反映本公司在擁有絕對酌情權的情況下於發出及實行本保單前，須考慮全面而真確的資料。

若本公司根據上述原因對本保單作出修改，本公司會確保修改是合理的及會在合理時間範圍內郵寄至閣下的登記地址作通知。若本公司未能於發出本保單的保單批註或修改的保單附表起計三十(30)個工作天內收到你發出的任何書面反對，則視作您已接受該修訂。

### 3. 不可異議

---

本保單由簽發日期或根據第 A9 項條款的保單復效日(以較遲者為準)起生效達一年後，及在受保人仍然在生期間，除非有欺騙及發生第 A2(c) 項條款的情況外，否則本公司不會對本保單提出異議。此條款不適用於任何附加保障。

### 4. 自殺

---

若受保人在簽發日期或根據第 A9 項條款的保單復效日起一年內(以較遲者為準)自殺身亡，無論自殺時神志是否清醒，本公司的責任將只限於發還已繳付給本公司的金額，減去本公司自保單日期之後所支付的任何金額。

### 5. 保單生效期

---

本保單由保單日期起生效，並持續生效直至發生下列任何 (a) 至 (g) 的情況(以最早者為準)為止：

- (a) 列於保單附表 1 的基本計劃之保障終止日；
- (b) 受保人身故的日期；
- (c) 支付危疾保障；
- (d) 按照第 C1 項條款，保單退保或按照第 A18 項條款終止的日期；
- (e) 按照第 A8 項條款，保單失效的日期；
- (f) 保單被取消或被視為失效的日期；及
- (g) 保單根據任何附加保障的條款終止的日期。



## 6. 繳付保費

---

(a) 受保人在生期間，須在保費到期日或之前繳付保費，直至列於保單附表 1 內之繳款終止日為止。閣下可以依照以下方式，繳付列於保單附表 1 上之保費金額：

- (i) 定期保費形式，以年繳或月繳或依照本公司提供的任何其他繳費頻率方式繳付，或
- (ii) 以合計保費金額形式

若保單為合計保費金額保單，每年應繳之保費將在保費到期日由合計保費金額結餘扣除。於保費到期日扣除所需每年保費後的合計保費金額結餘將積存生息，息率為非保證並會由本公司不時釐定。除按第 A13 項、B1 項或 C1(b) 項條款的規定外，合計保費金額結餘及其非保證累積利息一經繳付後將不可提取。

若合計保費金額及其非保證累積利息超出本保單所需的總保費，本公司於扣除所有於本保單下尚欠的保費後將餘額退回予閣下。若合計保費金額及其非保證累積利息不足以支付本保單所需的總保費，本公司將以書面要求閣下儘快繳付保費差額。若閣下未能支付保費差額，本保單將會按第 A8 項條款而失效。

(b) 若保單並非合計保費保單，閣下亦可於任何保單周年日前一個月以書面通知本公司並獲得本公司同意後，更改繳費頻率。申請經本公司接納後，本公司將會另函通知閣下調整後的保費金額。

## 7. 寬限期

---

本公司會給予閣下 30 日的繳付保費寬限期。除非本公司在寬限期內收到保費，否則不當作閣下已繳交保費。

若受保人身故發生於寬限期內，本公司將根據第 A13 項條款支付身故賠償。

## 8. 欠付保費

---

若寬限期已過而閣下仍未繳交應付保費，本保單將在首次未付保費的保費到期日起即時失效。

當保單失效後，保單持有人將獲支付首個欠付保費限期當日之淨現金價值。

## 9. 保單復效

---

- (a) 若保單因欠付保費失效，閣下可在受保人在生期間，在保單根據第A8項條款失效日起一年內申請保單復效。申請復效本保單時，閣下須：
- (i) 採用本公司指定方式，以書面申請保單復效；
  - (ii) 提交使本公司滿意之受保人的可保健康證明，但閣下須支付有關之費用；
  - (iii) 繳付所有過期保費連利息；
  - (iv) 清還任何剩餘的積欠債項連利息；及
  - (v) 清還於保單失效後本公司已支付之淨現金價值。
- (b) 逾期保費和債項之利息將按照本公司不時訂定之息率計算。

本公司有絕對酌情權決定是否接受此保單復效之申請。

## 10. 擁有權

---

在不抵觸任何不可撤銷受益人的權益之情況下，閣下在保單生效期內可擁有保單一切的擁有權。閣下可於本公司的允許下，把保單的擁有權由閣下轉移給另一位保單持有人。閣下需透過填寫本公司指定的表格提出書面申請，並附上本公司合理地要求及滿意之有關證明文件。如此申請有效，此保單的一切擁有權即於轉移擁有權生效日歸於新的保單持有人。

任何修訂須經本公司接納及記錄後方可生效。一經接納及納入記錄，轉移擁有權自閣下簽署申請的當天生效，但登記轉移前本公司已繳付有關的金額或已完成的行動，應予確認。

## 11. 權益轉讓

---

閣下可在未經可撤銷受益人的同意下，以本保單作抵押申請貸款。權益轉讓要求須在本公司接納及批註在案後方可生效。對於任何企圖轉讓的後果、有效性或效力，本公司概不負責。

## 12. 受益人

---

- (a) 若保單持有人在保單內或以書面向本公司指定受益人，根據我們的最新記錄上的該等受益人將，在符合任何適用的法律或規定下，於受保人身故時即成為此保單之身故賠償受益人。
- (b) 在保單生效期間，閣下可透過本公司指定的表格，以書面通知本公司更改受益人。
- (c) 只有經本公司核實(包括但不限於任何指定不可撤銷受益人因閣下提出更改受益人建議而簽署的所需書面同意)及納入記錄後，更改受益人方告生效，不論受保人在本公司批准及記錄有關更改要求時是否在生，更改受益人指示將由簽發有關更改要求當日起視為生效。

### 13. 身故賠償

---

- (a) 若於受保人身故而在受保人身故當日本保單仍然生效，則本公司在接獲根據第A14(b)項條款要求的文件後支付身故賠償。
- (b) 身故賠償將相等於按受保人身故日期時計算之基本計劃的已繳總保費之100%扣除任何債項。
- (c) (只適用於合計保費金額保單)若保單持有人根據第A6(a)(ii)項條款以合計保費金額形式繳交保費，第A13(b)項條款下之身故賠償將加上於受保人身故日期的合計保費金額結餘及其非保證累積利息(如有)。

### 14. 身故索償

---

- (a) 若受保人在保單生效期內身故，本公司將根據第A13項條款把身故賠償付予尚存之受益人，若閣下未有指定受益人，則付予閣下或閣下的遺產承繼人。若受保人及受益人在不能確定其身故先後的情況下去世，則當作受保人於受益人身故時尚存。
- (b) 本公司在接獲滿意的書面有效索償證明後，將會支付因受保人身故而須付予的任何款項。有效索償證明包括：
  - (i) 受保人身故及死因證明；
  - (ii) 索償人有權領取款項的證據；
  - (iii) 本保單；及
  - (iv) 本公司為證明索償的有效性而合理要求的其他任何資料。
- (c) 當受益人、閣下或閣下的遺產承繼人為本保單簽收身故賠償之收據後，本公司即獲解除對本保單已支付的身故賠償的任何進一步責任。

### 15. 非分紅性

---

本保單不會獲分配本公司之盈利。

### 16. 支付賠償

---

- (a) 本公司在支付任何款項時，將從該筆根據本保單應付的金額中扣除任何未償還的債項。就本保單而言，本公司對債項的申索將較保單持有人或任何受益人或任何受讓人或任何其他人士(視情況而定)的款項優先支取。
- (b) 若支付保單內之任何款項的貨幣不是保單貨幣，本公司將根據處理付款當日的匯率(由本公司決定)，將該款項兌換為支付貨幣。

## 17. 調減保額

---

閣下可以本公司規定格式的書面要求調減保額。如獲本公司同意，本公司將根據調減保額部份所計算的淨現金價值(如有)退回保單持有人。另本保單之已繳總保費、保額、保證現金價值、身故賠償及危疾保障將按比例相對地調整和減少。當調減保額生效後，本公司將會簽發一份保單批註及修改保單附表予保單持有人。

## 18. 收集及使用客戶資料，金融罪行風險管理活動及稅務合規

---

### (a) 釋義

下列出現於本條款的定義詞語有下列涵義：

「**權力機關**」包括對滙豐集團任何部分具有司法權限的任何本地或海外司法、行政、公營或監管機構、任何政府，或公營或政府機關或機構、任何稅務機關、證券或期貨交易所、法院、中央銀行或執法機關，或金融服務供應商的自律監管或行業組織或協會，或彼等的任何代理。

「**合規責任**」指任何滙豐集團成員要符合下列各項的責任：(a) 法律或國際指引及內部政策或程序，(b) 權力機關的任何指令或要求，或法律下的申報、披露或其他責任，或 (c) 要求本公司核實客戶及關連人士身分的法律。

「**關連人士**」指閣下以外的人士或單位，而其資料(包括個人資料或稅務資料)由閣下(或代表閣下)向任何滙豐集團成員提供或任何滙豐集團成員因其他與提供服務有關的原因獲得。關連人士可包括(但不限於)任何本保單指定為受益人的人士、任何有權或可能有權就本保單獲取付款的人士、公司董事或職員、合夥商的合夥人或合夥成員，任何「主要擁有人」、「控制人」、信託的實益擁有人、受託人、財產授予人或保障人，而信託的有關人士直接或間接地持有或控制本保單、閣下的任何代表、代理或代名人，或與閣下建立了關係的任何其他人士或單位，而該關係關乎閣下及滙豐集團的關係。

「**控制人**」指控制單位的個別人士(就信託而言，指財產授予人、受託人、保障人、受益人或各類受益人，及就信託行使最終實際控制權的任何其他個別人士。就非信託法律實體而言，指處於相等或類似控制位置的人士)。

「**客戶資料**」指所有或任何有關閣下或關連人士的下列條款(如適用)：(i) 個人資料，(ii) 關於閣下、閣下的戶口、交易、使用本公司產品及服務，及閣下與滙豐集團關係的資料，及 (iii) 稅務資料。

「**金融罪行**」指清洗黑錢、恐怖分子融資、賄賂、貪污、逃稅、欺詐、逃避經濟或貿易制裁，及違反，或意圖規避或違反有關此等事宜的任何法律。

「**金融罪行風險管理活動**」指本公司或滙豐集團成員為符合就或有關偵測、調查及防止金融罪行的合規責任而可能作出的任何行動。

「**滙豐集團**」指滙豐控股有限公司及其任何附屬公司、子公司、聯營單位及彼等的任何分行及辦事處。而「任何滙豐集團成員」具有相同涵義。

「**法律**」包括任何適用的本地或海外法律、法規、規則、判決、自願守則、指令、制裁制度、法院命令、任何滙豐集團成員與權力機關的協議，或權力機關之間適用於本公司或滙豐集團成員的協議或條約。

「**個人資料**」指任何與一名個別人士有關的資料而從該等資料可直接或間接地確定該名個別人士的身分，亦包括敏感資料。

「**服務**」包括 (a) 開立及維持本保單，(b) 提供有關本保單及本保單終止或到期的服務，及 (c) 維持本公司與閣下的整體關係。

「**主要擁有人**」指直接或間接地享有一個單位多於 10% 的利潤或 10% 或以上權益的任何個別人士。

「**稅務機關**」指澳門特區或海外稅務、稅收、經濟或金融機關。

「**稅務證明表格**」指稅務機關或本公司為確認閣下的稅務狀況或關連人士的稅務狀況而不時發出或要求提供的任何表格或其他文件。

「**稅務資料**」指關於閣下稅務狀況及／或任何關連人士、擁有人、「控制人」、「主要擁有人」或實益擁有人稅務狀況的任何文件或資料。

凡提及單數詞包括指其複數（反之亦然）。

#### (b) 收集、使用及分享客戶資料

本條款解釋本公司如何使用關於閣下及關連人士的資料。適用於閣下及任何其他個別人士的收集個人資料聲明（「收集個人資料聲明」）亦包含有關本公司及滙豐集團如何使用閣下資料的重要信息。閣下應一併閱讀本條款及收集個人資料聲明。本公司及滙豐集團成員可按本條款及收集個人資料聲明使用客戶資料。

客戶資料不會披露予任何人士（包括其他滙豐集團成員），除非：

- (1)
  - 本公司因應法律要求作出披露；或
  - 本公司有公眾責任作出披露；或
  - 本公司因合法權益需要披露；或
  - 獲閣下同意作出披露；及
- (2) 按收集個人資料聲明所載作出披露。

## 收集

- (i) 本公司及其他滙豐集團成員可收集、使用及分享客戶資料。本公司或滙豐集團成員(或彼等的代表)可要求提供客戶資料。客戶資料可從閣下、關連人士(或代表閣下或關連人士的人士)或其他來源(包括公開資料)收集，亦可與本公司或其他滙豐集團成員可獲取的其他資料組合或產生。

## 使用

- (ii) 本公司及其他滙豐集團成員可就下列用途使用、轉移及披露客戶資料：(1)附錄(適用於非個人資料的客戶資料)列出的用途，(2)收集個人資料聲明(適用於個人資料)，及(3)把客戶資料與本公司或滙豐集團因任何用途持有的任何資料進行核對，不論是否有意對閣下採取不利行動((1)至(3)統稱「用途」)。

## 分享

- (iii) 如為用途需要及適當的，本公司可向下列人士轉移及披露任何客戶資料：(1)收集個人資料聲明列出的接收者，而該等接收者亦可為用途使用、轉移及披露該等客戶資料及(2)附錄(適用於非個人資料的客戶資料)列出的接收者。在任何情況下，客戶資料可能會被轉移至我們所收集閣下資料的司法管轄區以外的地方。

## 閣下的責任

- (iv) 不時提供予本公司或滙豐集團成員的客戶資料如有任何變更，閣下同意從速(在任何情況下於30天內)以書面通知本公司。閣下亦同意從速回覆本公司或滙豐集團成員任何要求提供客戶資料。
- (v) 閣下確認其資料(包括個人資料或稅務資料)已被或會被提供予本公司或滙豐集團成員的每名關連人士已獲通知及同意(或在有關時候會獲通知及同意)其資料按本公司可不時修改或補充的本保單條款、附錄及收集個人資料聲明所載使用、處理、披露及轉移。閣下及每名關連人士已(或在有關時候)閱讀及明白收集個人資料聲明。閣下須知會該等關連人士他們有權索取及改正其個人資料。
- (vi) 閣下同意本公司按本保單條款所述使用、儲存、披露、處理及轉移所有客戶資料，並會作出任何適用資料保障法律或保密法律不時要求的行動容許本公司如上述行事。如閣下未能或未有在任何方面遵守(v)及(vi)列出的責任，閣下同意從速以書面通知本公司。

(vii) 如：

- 閣下或關連人士未有按本公司合理的要求從速提供客戶資料，或
- 閣下或關連人士拒絕給予或撤回任何本公司為用途（不包括向閣下促銷或推廣產品及服務有關的用途）處理、轉移或披露客戶資料所需的任何同意，或
- 本公司或滙豐集團成員就金融罪行或相關風險產生懷疑，本公司可能：
  - a. 未能向閣下提供新服務或繼續提供全部或部分服務；
  - b. 作出所需行動讓本公司或滙豐集團成員符合合規責任；及／或
  - c. 終止本保單若本公司合理地認為繼續維持本保單或與閣下的關係會使本公司違反法律，或任何權力機關可能對滙豐集團成員採取行動或提出譴責。任何終止會如本保單被退保或撤銷般生效。

另外，如閣下未有按要求從速提供閣下或關連人士的稅務資料及隨附陳述書、豁免書及同意書，本公司可自行決定有關閣下或關連人士的狀況，包括閣下或關連人士需否向稅務機關申報。本公司或其他人士可能被要求扣起任何稅務機關根據法律要求的金額，並支付有關金額予適當的稅務機關。

**(c) 金融罪行風險管理活動**

- (i) 金融罪行風險管理活動包括但不限於：(A) 審查、攔截及調查閣下或關連人士（或代表彼等）發出的任何指示或通訊；(B) 調查款項的來源或預定收款人；(C) 組合客戶資料和滙豐集團持有的其他相關資料；及(D) 對個人或單位的狀況作進一步查詢（不論其是否受制裁制度約束），或確認閣下或關連人士的身分及狀況。
- (ii) 在法律許可的情況下，對閣下或任何第三方就不論任何方式產生並蒙受或招致的，不論完全或部分跟延遲、阻截或拒絕支付任何付款或提供全部或部分服務相關或因進行金融罪行風險管理活動導致的任何損失，本公司及其他任何滙豐集團成員無需負責。

**(d) 稅務合規**

閣下承諾自行負責了解及符合閣下在所有司法管轄區有關及因開立及使用戶口及提供服務引起的稅務責任（包括但不限於繳稅，或提交報稅表或其他有關繳交所有相關稅項的所需文件）。某些國家／地區的稅務法例具跨領域效用，不論閣下的居籍、住處、公民身分或成立地方。本公司及任何滙豐集團成員均不提供稅務意見。本公司建議閣下尋求獨立法律及稅務意見。閣下在任何司法管轄區可能引起的稅務責任，包括任何特別有關於開立及使用戶口、或本公司及滙豐集團成員提供的服務的稅務責任，本公司及任何滙豐集團成員均無需負任何責任。

**(e) 終止後繼續有效**

即使服務終止或本保單到期，本條款繼續有效。

**(f) 雜項**

- (i) 本條款與本保單的其他條款如有任何衝突或不一致，概以本條款為準。
- (ii) 本條款中的全部或任何條文在任何司法管轄區的法律下在任何方面如變成非法、無效或不可強制執行，該條文在任何其他司法管轄區或本條款的其餘部分在該司法管轄區的合法性、有效性或可強制執行性均不受影響或損害。

**19. 第三方權益**

---

除閣下及本公司以外，並無其他人士有權強制執行本保單的條文。

**20. 適用的法例**

---

保單以澳門特區的法律為依歸並受其約束，並根據該法律解釋。然而，如在澳門特區提出任何爭議，則澳門特區法院的專屬司法管轄權將適用。

**21. 保單服務**

---

本保單僅擬在澳門特區銷售。倘若閣下或對本保單享有權力或在其他方面與本保單有關的任何人士（例如是受保人或受益人）暫時性或永久性：

- (i) 身在澳門特區境外；或
- (ii) 受任何其他地方的法律管轄；



以致本公司合理地相信，透過遵守某一項條款或條件，本公司將會違反澳門特區或其他地方的法律，則本公司有權在本公司認為必要的期間不遵守該項條款或條件，不論該項條款或條件的規定為何。這可能包括拒絕向閣下提供閣下所要求的與本保單有關的某些服務。閣下同意，對於因本公司行使本條款之下的權利而使閣下或任何有關人士遭受的損失、賠償、索償、債務或費用，本公司將無須負責。即使本保單因任何原因而終止，上一句將繼續適用。

## 22. 淨現金價值

如本保單在退保或終止之時（根據第 A5(d) 或 A5(e) 項條款）：

- (i) 在保障終止日或之前，及
- (ii) 仍未對本保單作出或將作出身故賠償或危疾病保障賠償，則本公司將依照下表向您支付淨現金價值；相等於保證現金價值（已繳總保費之百分比）再扣除任何債項（不包括本公司根據第 A9 項條款而收取的利息）之部分：

保單終止生效日期	已繳總保費之百分比用以計算保證現金價值 （不包括本公司根據第 A9 項條款而收取的利息）
在第一個保單年度內	0%
在第二個保單年度內	30%
在第三個保單年度內	40%
在第四個保單年度內	50%
在第五個保單年度內	60%
在第六個保單年度內	65%
在第七個保單年度內	70%
在第八個保單年度內	75%
在第九個保單年度內	80%
在第十個保單年度內	85%
在第十個保單年度結束後	101%

（只適用於合計保費金額保單）若保單持有人根據第 A6(a)(ii) 項條款以合計保費金額形式繳交保費，第 A22 項條款下之淨現金價值將加上於如本保單在退保或終止之時（根據第 A5(d) 或 A5(e) 項條款）的合計保費金額結餘及其非保證累積利息（如有），惟需扣除相關退保費用。適用於相對應保單年度之合計保費金額結餘及其非保證累積利息的退保費用率現列於第 C1(b) 項條款。

## B. 危疾保障條款

---

於保單生效期間，在不抵觸本保單的條款及第B3項條款所列的不保事項條款下，本公司在接獲有關索償的合理證明及作出批核後，將根據以下保單條款支付危疾保障予保單持有人：

### 1. 危疾保障

---

若受保人經由註冊醫生診斷證實患上於保單附表2內所列之任何一項危疾，及受保人經診斷患上危疾後仍生存不少於十四(14)日，本公司將支付閣下數額相等於保額的100%再扣除任何債項之總值為危疾保障。

(只適用於合計保費金額保單)若保單持有人根據第A6(a)(ii)項條款以合計保費金額形式繳交保費，危疾保障將加上於受保人診斷證實患上危疾的日期的合計保費金額結餘及其非保證累積利息(如有)。

本保單涵蓋之所有危疾均有其訂定之定義並詳述於保單附表2內，而就任何被診斷證明且提出危疾保障索償之危疾，必須符合詳述於單附表2內相關危疾之條款及條件。

危疾保障最多只可獲支付賠償一次。保單持有人於收取此金額後，本公司就本保單的任何責任即獲解除。

### 2. 等候期

---

以下的等候期適用於第B1項條款下危疾保障的索償：

如任何危疾的徵兆及／或症狀自下列日期起的九十(90)曆日內出現，我們將不支付任何危疾保障：

- a) 保單簽發日；或
- b) 保單的最後復效日期，

以較遲者為準。

### 3. 不保事項

---

(a) 「危疾」不包括以下情況：

- (1) 受保人在簽發日期、保單日期或最後一次保單復效的生效日期(以較遲者為準)前已知已存在的狀況；或
- (2) 受保人在簽發日期、保單日期或最後一次保單復效的生效日期(以較遲者為準)起計首九十(90)日內患上的任何疾病；或
- (3) 並非經註冊醫生處方的藥物中毒或酒精濫用
- (4) 任何人體免疫力缺乏病毒(HIV)或任何與HIV有關的疾病，包括後天免疫力缺乏症(即愛滋病)，或任何由此而致的突變、衍化或變異。(不適用於以下危疾，「因輸血感染愛滋病／人類免疫力缺乏病毒」、「因突擊感染人類免疫力缺乏病毒」、「因治療引致感染人類免疫力缺乏病毒」和「因職業感染人類免疫力缺乏病毒」的危疾)。請參閱本保單保單附表2內之危疾之定義。

### 4. 索償通知及證明

---

- (a) 受保人必須在獲悉患上危疾病當日起計九十(90)日內，並在保單有效期內提出索償。除非證明無法合理地在此期間內提出索償，並已在合理的情況下盡早提出索償，否則，逾期索償將不獲受理。本公司會根據有關索償提交給本公司的時間順序逐一處理索償。
- (b) 受保人或保單持有人就有關危疾而遞交的診斷證明必須以醫療報告方式並由本公司所同意之有關註冊醫生提供及為本公司可接受之醫學診斷證明，其包括但不限於臨床的、應用放射學的、組織學的及化驗的證明。本公司保留權利就有關危疾之索償，要求受保人進行檢查或其他合理及有關檢驗以確定其存在。若受保人在中國內地經註冊醫生診斷證實患上危疾，必須遞交令本公司滿意的及由指定中國內地醫院提供的醫療證明文件。本公司保留權利就有關是否符合危疾定義，要求受保人提交附加合理資訊。

## C. 不能作廢條款

### 1. 退保

- (a) 閣下可隨時以書面填妥本公司指定的表格，要求本公司退回相當於本保單在本公司處理相關指示的當天之淨現金價值的金額。
- (b) (只適用於合計保費金額保單)若保單持有人根據第A6(a)(ii)項條款以合計保費金額形式繳交保費，第C1(a)項條款訂定的退保金額將加上本公司處理退保指示當日之合計保費金額結餘及其非保證累積利息(如有)，惟需扣除相關退保費用。適用於相對應保單年度之合計保費金額結餘及其非保證累積利息的退保費用率現列於下表。

退保費用率

	保單年度	1	2	3	4	5	6	7	8	9	10
10年保費供款年期	退保費用率	2%	2%	2%	2%	2%	2%	2%	2%	2%	不適用

- (c) 保單全數退保後，本公司將獲全面解除對本保單的責任。

## D. 期滿利益條款

若本保單於基本計劃之保障終止日仍然生效而受保人仍然在生，本公司將一筆過支付截至期滿日保證現金價值予保單持有人。

保單持有人於收取此金額後，本公司就本保單的任何責任即獲解除。

## E. 轉換權益

在基本計劃的保障終止日，本保單可轉換為另一全新及保額與保單附表1相同或較少的危疾保障計劃或終身壽險。新保單必須是轉換當時本公司所決定的保險產品。除有關醫療核保的規定將被豁免外，新保單內所有轉換權益均受現行的監管及本公司的規定約束。新保單之保費將由本公司根據該類保險在轉換時的收費標準及受保人的年齡而釐定。

## 附錄

下列條款關於使用、儲存、處理、轉移及披露非個人資料的客戶資料，並補充保單條款的條款(收集及使用客戶資料，金融罪行風險管理活動及稅務合規)。出現於本附錄的定義詞語具有該條款列出的涵義。

### 使用非個人資料的客戶資料

非個人資料的客戶資料可被用作下列用途：

- (1) 考慮產品及服務申請；
- (2) 提供、管理、施行或實行服務或閣下要求或授權的任何交易，以及用於產品及服務的運作及行政；
- (3) 進行信用審查和取得或提供信貸資料；
- (4) 設立及維持本公司及滙豐集團的信貸及風險相關的準則；
- (5) 與任何由本公司或滙豐集團成員提供的產品或服務相關，而由閣下提出或對閣下作出或在其他方面涉及閣下的索償有關的任何用途；
- (6) 確定閣下被欠付的金額，或閣下及為閣下債務提供擔保或抵押的人士所欠付的金額；
- (7) 遵守本公司或任何滙豐集團成員就任何合規責任或與之有關的任何責任、要求或安排(不論強制或自願性質)；
- (8) 進行金融罪行風險管理活動；
- (9) 遵守權力機關施加的任何責任、指令或要求；
- (10) 行使本公司或滙豐集團成員就向閣下提供的產品或服務享有的任何權利；
- (11) 向閣下(及如法律許可，關連人士)促銷、設計、改善或推廣服務或相關產品及進行市場調查；
- (12) 允許本公司或任何滙豐集團成員的權益的實際或建議承讓人、受讓人或參與人或附屬參與人，就涉及的轉讓、出讓、參與或附屬參與的交易進行評估；
- (13) 維持滙豐集團或本公司與閣下的整體關係；及
- (14) 與任何上述相關或有連帶關係的用途。

## 分享及轉移非個人資料的客戶資料

如為所有或任何用途需要及適當的，本公司可向本公司認為所需的所有人士(不論所在處)轉移、分享、交換及／或披露非個人資料的客戶資料，包括但不限於：

- (a) 任何滙豐集團成員；
- (b) 滙豐集團的任何代理、承包商、次承包商、服務供應商、再保人或聯營人士(包括彼等的僱員、董事、職員、代理人、承包商、服務供應商及專業顧問)；
- (c) 任何權力機關；
- (d) 就上述第(7)、(8)或(9)項所列之目的，本公司或任何滙豐集團成員負有義務或須或被期望向其作出披露的任何人士；
- (e) 代表閣下行事的任何人士、收款人、受益人、戶口代名人、中介人、往來及代理銀行、結算公司、結算或交收系統、市場交易對手、上游預扣稅代理、掉期或交易儲存庫、證券交易所、閣下擁有證券權益的公司(如該等證券由本公司或任何滙豐集團成員代閣下持有)；
- (f) 就或有關收購服務權益及承擔服務風險的任何一方；
- (g) 其他金融機構、信貸資料服務機構或信用局，以取得或提供信貸資料；及
- (h) 涉及本公司或任何滙豐集團成員的任何業務轉讓、出讓、合併或收購的任何一方。