

## INDIVIDUAL PERSONAL ACCIDENT PROGRAM CRITICAL ILLNESS BENEFIT

In consideration of the payment of premium and subject to the definitions, exclusions, limitations, provisions and terms contained herein, endorsed hereon, or attached hereto, We, AIG Insurance Hong Kong Limited hereby insure and promise to pay indemnity for loss to the extent herein provided.

All periods of insurance shall begin at 12:01a.m., standard time, at the place where the Policy was issued and end in accordance with Part IV – Termination of Coverage of this Policy.

### PART I - DEFINITIONS

**"Accident"** means an unforeseen and involuntary event which causes an injury. **"Acquired Immune Deficiency Syndrome"** or **"AIDS"** shall have the meanings assigned to it by the World Health Organisation (hereinafter called "WHO") including Opportunistic Infection, Malignant Neoplasm, Human Immune Deficiency Virus (HIV) Encephalopathy (Dementia) HIV Wasting Syndrome or any disease or illness in the presence of a sero-positive test for HIV.

**"Activities of Daily Living"** means:

- 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;
- Dressing - the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- Transferring - the ability to move from a bed to an upright chair or wheelchair and vice versa;
- Mobility - the ability to move indoors from room to room on level surfaces;
- Toileting - the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
- Feeding - the ability to feed oneself once food has been prepared and made available.

**"Acute Necrotizing Pancreatitis"** means an unequivocal Diagnosis by doctor and needing excision of necrotizing tissue or partial of pancreas. Pancreas disease secondary to alcohol is excluded.

**"Aids due to Blood Transfusion"** means infection with the Human Immunodeficiency Virus (Type 1 or 2) through a medically necessary blood transfusion, provided that all of the following conditions are met:

- the infection is due to a medically necessary blood transfusion received after commencement of this Policy; and
  - the institution which provided the transfusion admits liability for the HIV infection; and
  - You do not suffer from Thalassaemia Major or haemophilia.
- This insurance will not apply and no benefits payment will be payable whenever a Cure is available.

**"Alzheimer's Disease/Severe Dementia"** means deterioration or loss of intellectual capacity as confirmed by clinical evaluation and imaging tests, arising from Alzheimer's disease or irreversible organic disorders, resulting in significant reduction in mental and social functioning requiring the continuous supervision of You. This Diagnosis must be supported by the clinical confirmation of an appropriate consultant and supported by Our appointed doctor.

The following are excluded:

- Non-organic diseases such as neurosis and psychiatric illnesses; and
- Alcohol related brain damage.

**"Angioplasty and Other Invasive Treatments for Coronary Artery"** means You actually undergoes balloon angioplasty or similar intra arterial catheter procedure to correct a narrowing of minimum 60% stenosis, of one or more major coronary arteries as shown by angiographic evidence. The revascularisation must be considered medically necessary by a consultant cardiologist.

Coronary arteries herein refer to left main stem, left anterior descending, circumflex and right coronary artery.

Diagnostic angiography is excluded.

**"Aplastic Anaemia"** means chronic persistent bone marrow failure which results in anaemia, neutropenia and thrombocytopenia requiring treatment with at least one (1) of the following:

- Blood product transfusion;
- Marrow stimulating agents;
- Immunosuppressive agents; or
- Bone marrow transplantation.

The Diagnosis must be confirmed by a haematologist.

**"Apallic Syndrome"** means Universal necrosis of the brain cortex with the brainstem remaining intact. The definite Diagnosis must be confirmed by a consultant neurologist holding such an appointment at an approved hospital. This condition has to be medically documented for at least one (1) month.

**"Bacterial Meningitis"** means bacterial infection resulting in severe inflammation of the membranes of the brain or spinal cord resulting in significant, irreversible and permanent neurological deficit. Evidence of permanent neurological deficit must be confirmed by a neurologist at the earliest six (6) weeks after the event and no claims can be admitted earlier. The Diagnosis is to be confirmed by a consultant neurologist.

**"Benign Brain Tumour"** means a benign tumour in the brain where all of the following conditions are met:

- It is life threatening; and
- It has caused damage to the brain; and
- It has undergone surgical removal or, if inoperable, has caused a permanent neurological deficit; and
- Its presence must be confirmed by a neurologist or neurosurgeon and supported by findings on Magnetic Resonance Imaging, Computerised Tomography, or other reliable imaging techniques.

The following are excluded:

- Cysts;
- Granulomas;
- Vascular Malformations;
- Haematomas; and
- Tumours of the pituitary gland or spinal cord.

**"Blindness (Loss of Sight)"** means total and irreversible loss of sight in both eyes as a result of illness or Accident. The blindness must be confirmed by an ophthalmologist.

**"Cardiomyopathy"** means the occurrence of a cardiomyopathy where the following conditions are met:

- there is persistent impairment of left ventricular function (diastolic or systolic) for at least six (6) months, despite optimal treatment; and
- physical impairment to the degree of class IV of the New York Heart Association Classification of the Cardiac Impairment.

Cardiomyopathy directly related to alcohol misuse is excluded.

**"Cerebral Aneurysm Requiring Surgery"** means You actually undergoes intracranial surgery via a craniotomy to clip or otherwise repair or remove an aneurysm of one or more of the cerebral arteries.

**"Crohn's disease"** means a disorder of the gastro-intestinal tract which should be characterized by clinical complications of fistula formation, malabsorption, intestinal obstruction, intestinal perforation, secondary amyloidosis. Diagnosis must be confirmed by the characteristic histopathological features.

**"Civil War"** means an internecine war, or a war carried on between or among opposing citizens of the same country or nations.

**"Coma"** means a coma that persists for at least ninety-six (96) hours. This Diagnosis must be supported by evidence of all of the following:

- No response to external stimuli for at least ninety-six (96) hours; and
- Life support measures are necessary to sustain life; and
- Brain damage resulting in permanent neurological deficit which must be assessed at least thirty (30) days after the onset of the coma.

Coma resulting directly from alcohol or drug abuse is excluded.

**"Coronary Artery By-pass Surgery"** means the actual undergoing of open-chest surgery to correct the narrowing or blockage of one or more coronary arteries with bypass grafts. This Diagnosis must be supported by angiographic evidence of significant coronary artery obstruction and the procedure must be considered medically necessary by a consultant cardiologist.

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

**"Creutzfeld-Jacob Disease"** means the occurrence of the Creutzfeld-Jacob Disease or Variant Creutzfeld-Jacob Disease where there is an associated neurological deficit, which is solely responsible for a permanent inability to perform two (2) or more "Activities of Daily Living".

Disease caused by human growth hormone treatment is excluded.

**"Critical Illness"** means disease or incapacity as defined herein of which the symptoms first appear and is first diagnosed after the Waiting Period. A Critical Illness is considered "diagnosed" under this Policy only if You have been examined by one or more Registered Medical Practitioner each of which is a certified specialist in respect to the disease or illness corresponding to the Critical Illness, and a written report(s) prepared by each Registered Medical Practitioner or under his / her supervision which satisfies each and every diagnostic requirement specified in the Policy corresponding to that Critical Illness.

**"Cure"** means any treatment that renders the HIV inactive or non-infectious.

**"Deafness (Loss of Hearing)"** means total and irreversible loss of hearing in both ears as a result of illness or Accident. This Diagnosis must be supported by audiometric and sound-threshold tests provided and certified by an Ear, Nose, Throat (ENT) specialist. Total means "the loss of at least 80 decibels in all frequencies of hearing".

**"Diagnosis"** means the definitive diagnosis made by a Registered Medical Practitioner, based upon such specific evidence, as referred to hereinbelow in the definition of the particular Critical Illness concerned, or, in the absence of such specific evidence, based upon radiological, clinical,

histological or laboratory evidence acceptable to Us. Such diagnosis must be supported by Our medical director who may base his/her opinion on the medical evidence submitted by You and/or owner and/or any additional evidence that he/she may require.

In the event of any dispute or disagreement regarding the appropriateness or correctness of the diagnosis, We have the right to call for an examination of You or the evidence used in arriving at such diagnosis, by an independent acknowledged expert in the field of medicine concerned selected by Us and the opinion of such expert as to such diagnosis shall be binding on both You and Us.

**"Ebola"** means the infection of the Ebola virus where the following conditions are met:

- (a) presence of the Ebola virus has been confirmed by laboratory testing;
- (b) there are ongoing complications of the infections persisting beyond thirty (30) days from the onset of symptoms; and
- (c) the infection does not result in death.

**"Elephantiasis"** means end-stage lesion of filariasis, characterised by massive swelling in the tissues of the body as a result of obstructed circulation in the blood or lymphatic vessels.

Unequivocal diagnosis of elephantiasis must be clinically confirmed by an appropriate consultant, including laboratory confirmation of microfilariae, and be supported by Our chief medical officer.

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

**"Encephalitis"** means 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 consultant neurologist and the permanent neurological deficit must be documented for at least six (6) weeks.

**"End Stage Liver Failure"** means end-stage liver failure as evidenced by all of the following:

- (a) Permanent jaundice; and
- (b) Ascites; and
- (c) Hepatic encephalopathy.

Liver disease secondary to alcohol or drug abuse is excluded.

**"End-stage Lung Disease"** means End-stage lung disease causing chronic respiratory failure. This Diagnosis must be supported by evidence of all of the following:

- (a) FEV<sub>1</sub> test results which are consistently less than 1 litre; and
- (b) Permanent supplementary oxygen therapy for hypoxemia; and
- (c) Arterial blood gas analyses with partial oxygen pressures of 55mmHg or less (PaO<sub>2</sub> ≤ 55mmHg); and
- (d) Dyspnea at rest.

The Diagnosis must be confirmed by a respiratory physician.

**"Excluded Occupation"** means the job title or nature of blaster, jockey, detective, stuntman, stevedore, fisherman, driver (cross-border between Hong Kong and Mainland China), test pilot, circus trainer, aerial worker, caisson worker, lift technician, building wrecker, driller-underground, wild animal trainer, secret service agent, container crane operator, construction site worker, dynamite/explosive operator, government/state disciplinary forces.

**"Fulminant Hepatitis"** means 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:

- (a) rapid decreasing of liver size; and
- (b) necrosis involving entire lobules, leaving only a collapsed reticular framework; and
- (c) rapid deterioration of liver function tests; and
- (d) deepening jaundice; and
- (e) hepatic encephalopathy.

**"Heart Attack"** means death of a portion of the heart muscle arising from inadequate blood supply to the relevant area. This Diagnosis must be supported by three or more of the following five criteria which are consistent with a new heart attack:

- (a) History of typical chest pain;
- (b) New electrocardiogram (ECG) changes proving infarction;
- (c) Diagnostic elevation of cardiac enzyme CK-MB;
- (d) Diagnostic elevation of Troponin (T or I);
- (e) Left ventricular ejection fraction less than 50% measured 3 months or more after the event.

**"Heart Valve Surgery"** means the actual undergoing of open-heart surgery to replace or repair heart valve abnormalities. The Diagnosis of heart valve abnormality must be supported by cardiac catheterization or echocardiogram and the procedure must be considered medically necessary by a consultant cardiologist.

**"Immediate Family Member"** means Your Spouse, parent, parent-in-law, grandparent, son, daughter, son-in-law, daughter-in-law, brother, sister, grandchild or legal guardian.

**"Injury"** means bodily injury which is solely caused by an Accident and independently of any other cause.

**"Institution"** means an organization through the introduction of which We issue this Policy to the Policyholder.

**"Insured Person"** wherever used in this Policy means the person(s) insured and named in the Schedule of Benefits or subsequently endorsed hereon.

**"Kidney Failure"** means chronic irreversible failure of both kidneys requiring either

permanent renal dialysis or kidney transplantation.

**"Loss of Independent Existence"** must be confirmed by a Registered Medical Practitioner of the loss of independent existence resulting in a permanent inability to perform three (3) or more "Activities of Daily Living" as defined hereinabove for a continuous period of six (6) months. For the purpose of this benefit the word "permanent" shall mean beyond any hope of recovery with current medical knowledge and technology. All psychiatric related causes are excluded.

**"Loss of Speech"** means total and irrecoverable loss of the ability to speak as a result of Injury or disease to the vocal cords. The inability to speak must be established for a continuous period of 12 months. This Diagnosis must be supported by medical evidence furnished by an Ear, Nose, Throat (ENT) specialist.

All psychiatric related causes are excluded.

**"Malignant Neoplasm"** shall include but not be limited to Kaposi's sarcoma, central nervous system lymphoma and/or other malignancies now known or which may become known as immediate causes of death, an illness, or disability, in the presence of Acquired Immune Deficiency.

**"Major Burns"** means Third Degree Burns (full thickness of the skin) covering at least 20% of the surface of Your body.

**"Major Cancer"** means a malignant tumour characterised by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissue. This Diagnosis must be supported by histological evidence of malignancy and confirmed by an oncologist or pathologist.

The following are excluded:

- (a) Tumours showing the malignant changes of carcinoma-in-situ and tumours which are histologically described as pre-malignant or non-invasive, including, but not limited to: Carcinoma-in-Situ of the Breasts, Cervical Dysplasia CIN-1, CIN-2 and CIN-3;
- (b) Hyperkeratoses, basal cell and squamous skin cancers, and melanomas of less than 1.5mm Breslow thickness, or less than Clark Level 3, unless there is evidence of metastases;
- (c) Prostate cancers histologically described as TNM Classification T1a or T1b or Prostate cancers of another equivalent or lesser classification, T1NOM0 Papillary micro-carcinoma of the Thyroid less than 1 cm in diameter, Papillary micro-carcinoma of the Bladder, and Chronic Lymphocytic Leukaemia less than RAI Stage 3; and
- (d) All tumours in the presence of HIV infection.

**"Major Head Trauma"** means accidental head Injury resulting in permanent neurological deficit to be assessed no sooner than 6 weeks from the date of the Accident. This Diagnosis must be confirmed by a consultant neurologist and supported by unequivocal findings on Magnetic Resonance Imaging, Computerised Tomography, or other reliable imaging techniques. The Accident must be caused solely and directly by accidental, violent, external and visible means and independently of all other causes.

The following are excluded:

- (a) Spinal cord Injury; and
- (b) Head Injury due to any other causes.

**"Major Organ / Bone Marrow Transplantation"** means the receipt of a transplant of:

- (a) Human bone marrow using haematopoietic stem cells preceded by total bone marrow ablation; or
- (b) One of the following human organs: heart, lung, liver, kidney, or pancreas that resulted from irreversible end stage failure of the relevant organ.

Other stem cell transplants are excluded.

**"Medullary Cystic Disease"** means the following criteria are met:

- (a) the presence in the kidney of cysts in the medulla, tubular atrophy and interstitial fibrosis;
- (b) clinical manifestations of the anaemia, polyuria, and progressive deterioration in kidney function;
- (c) the diagnosis is confirmed by renal biopsy.

**"Motor Neurone Disease"** means motor neurone disease characterised by progressive degeneration of corticospinal tracts and anterior horn cells or bulbar efferent neurones which include spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis and primary lateral sclerosis. This Diagnosis must be confirmed by a neurologist as progressive and resulting in permanent neurological deficit.

**"Multiple Sclerosis"** means definite occurrence of Multiple Sclerosis. The Diagnosis must be supported by all of the following:

- (a) Investigations which unequivocally confirm the Diagnosis to be Multiple Sclerosis; and
- (b) Multiple neurological deficits which occurred over a continuous period of at least 6 months; and
- (c) Well documented history of exacerbations and remissions of said symptoms or neurological deficits.

Other causes of neurological damage such as SLE and HIV are excluded.

**"Muscular Dystrophy"** means a group of hereditary degenerative diseases of muscle characterised by weakness and atrophy of muscle. The Diagnosis of muscular dystrophy must be unequivocal and made by a consultant neurologist. The condition must result in the inability of You to perform (whether aided or unaided) at least three (3) of the six (6) "Activities of Daily Living" for a continuous period of at least six (6) months.

**"Occupational Acquired HIV"** means infection with the Human Immunodeficiency Virus (HIV) which resulted from an accident occurring whilst the person insured was carrying out the normal duties of his or her usual occupation. No payment will be made unless all the following are proven to Our satisfaction:

- proof of Accident given rise to the infection; and
- proof that the Accident involved a definite source of the HIV infected fluids; and
- 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 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.

This benefit is only payable if You are at or over eighteen (18) years of age and Your occupation is a medical practitioner, nurse, laboratory technician, dentist (surgeon and nurse) or an ambulance paramedical worker in a medical center or dental clinic.

This insurance will not apply and no benefits payment will be payable whenever a Cure is available.

**"Opportunistic Infection"** shall include but not be limited to pneumocystis carinii pneumonia, organism of chronic enteritis, virus and/or disseminated fungi infection.

**"Other Serious Coronary Artery Disease"** means the narrowing of the lumen of at least one coronary artery by a minimum of 75% and of two others by a minimum of 60%, as proven by coronary arteriography, regardless of whether or not any form of coronary artery surgery has been performed.

Coronary arteries herein refer to left main stem, left anterior descending, circumflex and right coronary artery.

**"Paralysis" (Loss of use of Limbs)** means total and irreversible loss of use of at least two (2) entire limbs due to Injury or disease. This condition must be confirmed by a consultant neurologist.

Self-inflicted injuries are excluded.

**"Parkinson's Disease"** means the unequivocal Diagnosis of idiopathic Parkinson's Disease by a consultant neurologist. This Diagnosis must be supported by all of the following conditions:

- the disease cannot be controlled with medication; and
- signs of progressive impairment; and
- inability of the You to perform (whether aided or unaided) at least three (3) of six (6) "Activities of Daily Living" for a continuous period of at least 6 months:

Drug-induced or toxic causes of Parkinsonism are excluded.

**"Policy"** means this policy and any other documents referred to in Clause 1 of Part V herein.

**"Policyholder"** means a person is an applicant of the Policy named in the Schedule of Benefits as Policyholder.

**"Poliomyelitis"** means the occurrence of Poliomyelitis where the following conditions are met:

- Poliovirus is identified as the cause; and
- Paralysis of the limb muscles or respiratory muscles must be present and persist for at least three (3) months.

**"Pre-existing Condition"** means any illness, disease or other condition of the Insured Person within a five (5) years period prior to the effective date of this Policy, last reinstatement date or date of any increase of benefit coverage (to the extent of such increase only), whichever is later for any: (a) first manifested itself, worsened, became acute or exhibited symptoms which would have caused an ordinarily prudent person to seek diagnosis, care or treatment; (b) required the Insured Person taking prescribed drugs or medicine; or (c) was treated by a Registered Medical Practitioner or a Qualified Medical Practitioner or treatment had been recommended by a Registered Medical Practitioner or a Qualified Medical Practitioner. Pre-existing Condition shall also mean the existence of symptoms of any illness, disease or other condition likely to cause a Critical Illness which would cause an ordinarily prudent person to seek diagnosis, care or test.

**"Primary Pulmonary Hypertension"** means primary pulmonary hypertension with substantial right ventricular enlargement confirmed by investigations including cardiac catheterisation, resulting in permanent physical impairment of at least Class IV of the New York Heart Association (NYHA) Classification of Cardiac Impairment.

The NYHA Classification of Cardiac Impairment (Source: "Current Medical Diagnosis & Treatment – 39th Edition"):

- Class I:** No limitation of physical activity. Ordinary physical activity does not cause undue fatigue, dyspnea, or anginal pain.
- Class II:** Slight limitation of physical activity. Ordinary physical activity results in symptoms.
- Class III:** Marked limitation of physical activity. Comfortable at rest, but less than ordinary activity causes symptoms.
- Class IV:** Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.

**"Qualified Medical Practitioner"** means any person legally authorized by the government in the geographical area of his or her practice to render medical or surgical service, but excluding a Qualified Medical Practitioner who is Your Immediate Family Member or Yourself.

**"Registered Medical Practitioner"** means any person qualified by degree in western medicine and legally authorized by the Government with jurisdiction in the geographical

area of his or her practice to render medical and regular services, but excluding a Registered Medical Practitioner who is Your Immediate Family Member or You.

**"Schedule of Benefits"** means the attachment to this Policy entitled "Schedule of Benefits" as may be amended by Us from time to time.

**"Severe Acute Respiratory Syndrome (SARS)"** Severe Acute Respiratory Syndrome / Atypical Pneumonia must be diagnosed and confirmed by clinical and pathological tests by the appropriate medical authority in the country of Diagnosis.

**"Severe Rheumatoid Arthritis"** means the following criteria are met:

- the diagnostic criteria of the American College of the Rheumatology are met;
- permanent inability to perform at least two (2) "Activities of Daily Living";
- widespread joint destruction and major clinical deformity of three (3) or more of the following joint areas: hands, wrist, elbows, knees, hips, ankle, cervical spine or feet;
- the condition has been present for at least six (6) months.

**"Spouse"** means the person married to or in a civil partnership with the Insured Person. For these purposes, a marriage or civil partnership is a formal and legally binding union entered into between two people which is recognized as a marriage or civil partnership under the laws of the jurisdiction in which the union takes place.

**"Stroke"** means a cerebrovascular incident including infarction of brain tissue, cerebral and subarachnoid haemorrhage, cerebral embolism and cerebral thrombosis. This Diagnosis must be supported by all of the following conditions:

- Evidence of permanent neurological damage confirmed by a neurologist at least 6 weeks after the event; and
- Findings on Magnetic Resonance Imaging, Computerised Tomography, or other reliable imaging techniques consistent with the Diagnosis of a new stroke.

The following are excluded:

- Transient Ischaemic Attacks;
- Brain damage due to an Accident or Injury, infection, vasculitis, and inflammatory disease;
- Vascular disease affecting the eye or optic nerve; and
- Ischaemic disorders of the vestibular system.

**"Sum Insured"** means the amount of sum insured as stated in the Schedule of Benefits.

**"Surgery to Aorta"** means the actual undergoing of major surgery to repair or correct an aneurysm, narrowing, obstruction or dissection of the aorta through surgical opening of the chest or abdomen. For the purpose of this definition aorta shall mean the thoracic and abdominal aorta but not its branches.

Surgery performed using only minimally invasive or intra arterial techniques are excluded.

**"Systemic Lupus Erythematosus (SLE) caused with Lupus Nephritis"** means a multi-system, multifactorial, autoimmune disorder characterised by the development of auto-antibodies directed against various self-antigens. In respect of this Policy, systemic lupus erythematosus will be restricted to those forms of systemic lupus erythematosus which involve the kidneys (Class III to Class V Lupus Nephritis, established by renal biopsy, and in accordance with the WHO Classification). The final Diagnosis must be confirmed by a certified doctor specialising in Rheumatology and Immunology.

The WHO Classification of Lupus Nephritis:

- Class I Minimal Change Lupus Glomerulonephritis
- Class II Mesangial Lupus Glomerulonephritis
- Class III Focal Segmental Proliferative Lupus Glomerulonephritis
- Class IV Diffuse Proliferative Lupus Glomerulonephritis
- Class V Membranous Lupus Glomerulonephritis

**"Terminal Illness"** means You must be suffering from a condition, which in the opinion of an appropriate Registered Medical Practitioner is highly likely to lead to death within 12 months.

**"Third Degree Burns"** shall mean the damage or destruction of the skin to its full depth and damage to the tissues beneath.

**"Waiting Period"** means the period of ninety (90) days (except for SARS) which commences immediately following the effective date of this Policy, or last reinstatement date, or date of any increase of benefit coverage (to the extent of such increase only), whichever is later, whereas for SARS, means the period of fifteen (15) days which commences immediately following the effective date of this Policy, or last reinstatement date, or date of any increase of benefit coverage (to the extent of such increase only), whichever is later.

**"War"** means war (declared or undeclared) or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

**"We, Us, Our"** means AIG Insurance Hong Kong Limited..

**"You, Your, Yourself"** means a person who is named as an Insured Person in the Schedule of Benefits in the Policy or subsequently endorsed hereon.

## PART II – BENEFITS

### Critical Illness Benefit

When You are first diagnosed by a Registered Medical Practitioner during the period of insurance to be suffering from or undergoing a covered surgery of any of the following Critical Illness, We will indemnify You for the benefit stated in the Schedule of Benefits or any endorsement hereon.



1. Stroke
2. Major Cancer
3. Heart Attack
4. Coronary Artery By-pass Surgery
5. Other Serious Coronary Artery Disease
6. Heart Valve Surgery
7. Fulminant Hepatitis
8. End Stage Liver Failure
9. Primary Pulmonary Hypertension
10. End-stage Lung Disease
11. Kidney Failure
12. Surgery to Aorta
13. Aplastic Anaemia
14. Major Organ / Bone Marrow Transplantation
15. Blindness (Loss of Sight)
16. Deafness (Loss of Hearing)
17. Loss of Speech
18. Coma
19. Major Burns
20. Multiple Sclerosis
21. Paralysis (Loss of use of Limbs)
22. Poliomyelitis
23. Muscular Dystrophy
24. Alzheimer's Disease / Severe Dementia
25. Motor Neurone Disease
26. Parkinson's Disease
27. Encephalitis
28. Benign Brain Tumour
29. Major Head Trauma
30. Bacterial Meningitis
31. Apallic Syndrome
32. Systemic Lupus Erythematosus (SLE) caused with Lupus Nephritis
33. Crohn's Disease
34. Acute Necrotizing Pancreatitis
35. Terminal Illness
36. Loss of Independent Existence
37. Elephantiasis
38. AIDS due to Blood Transfusion
39. Occupational Acquired HIV
40. Severe Rheumatoid Arthritis
41. Medullary Cystic Disease
42. Cardiomyopathy
43. Ebola
44. Creutzfeld-Jacob Disease
45. Angioplasty and Other Invasive Treatments for Coronary Artery
46. Severe Acute Respiratory Syndrome (SARS)
47. Cerebral Aneurysm Requiring Surgery

However, in the case of the covered Critical Illnesses 45 – 47 listed above:

- 45. Angioplasty and other Invasive Treatments for Coronary Artery

Our liability shall be limited to ten percent (10%) of the Sum Insured stated in the Schedule of Benefits and the cover for this Critical Illness shall cease thereafter.

- 46. Severe Acute Respiratory Syndrome (SARS)

Upon first Diagnosis of SARS during the period of insurance by a Registered Medical Practitioner, We shall provide the benefit up to ten percent (10%) of the Sum Insured stated in the Schedule of Benefits or HK\$20,000 whichever is lesser. In the event that it is subsequently found that a false Diagnosis of SARS was given, any payment made by Us as a result thereof shall be returned to Us forthwith and We shall incur no further liability therefor.

- 47. Cerebral Aneurysm Requiring Surgery

Our liability shall be limited to forty percent (40%) of the Sum Insured stated in the Schedule of Benefits and the cover for this Critical Illness shall cease thereafter.

#### Compensation

- (a) If We have already made such cash payment for any of the covered Critical Illnesses 45 - 47 as listed above under this Policy, the Sum Insured stated in the Schedule of Benefits during the period of insurance shall be reduced by the amount of such cash payment and the cover for the respective Critical Illness shall cease thereafter.

- (b) In no event shall the total amount of compensation payable hereunder exceed one hundred percent (100%) of the Sum Insured of Critical Illness Benefit regardless of the number of events of the Critical Illness suffered. We shall bear no further liability after payment of the Sum Insured hereunder. Coverage hereunder will henceforth be terminated accordingly.

#### PART III - EXCLUSIONS

We will not pay any loss directly or indirectly, wholly or partly arising as a result of:

1. any Pre-existing Conditions, or any complication arising from it, or
2. any illness or disease other than specified as Critical Illness as defined herein; or
3. any Critical Illness of which, the signs or symptoms first occurred within the Waiting Period (this exclusion shall be waived if the Critical Illness is caused by Accident as defined); or
4. any Critical Illness resulting from a non-disclosed physical or mental condition which existed before the Policy effective date, or the date of its last reinstatement, or date of any increase of benefit coverage (to the extent of such increase only), whichever is later; or
5. intentionally self-inflicted Injury or illness, or sexually transmitted conditions, mental or nervous disorder, anxiety, stress or depression, psychosis, Acquired Immune Deficiency Syndrome (AIDS), Human Immune-deficiency Virus (HIV) infection; suicide, sleep disturbance disorder; or
6. congenital anomalies or any complications or conditions arising therefrom; or
7. any Critical Illness based on a Diagnosis made by You or Your Immediate Family Member or anyone who is living in the same household as You or by a herbalists, acupuncturist or other non-traditional health care provider; or
8. any Critical Illness which You do not survive after the Diagnosis for a period of at least fourteen (14) days (this exclusion shall be waived if the Critical Illness is caused by Accident as defined); or
9. any loss resulting directly or indirectly, contributed or aggravated or prolonged by childbirth or from pregnancy, or
10. cosmetic or plastic surgery or any elective surgery or cosmetic procedures that improve physical appearance, surgical and non-surgical treatment of obesity (including morbid obesity) and weight control programs, or treatment of an optional nature; or
11. drug abuse or any other complications arising therefrom or any drug accident; or
12. the influence of alcohol or any non-prescribed drug;
13. War, invasion, act of foreign enemy, hostilities, Civil War, revolution, rebellion, insurrection, military or usurped power or any warlike operations; or
14. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel, or
15. the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of that equipment; or
16. special nursing care, routine health checks or convalescence, custodial care, general debility, lethargy, rest cure;
17. any investigation(s) or treatment not directly related to a covered Critical Illness or the conditions or Diagnosis necessitating hospital admission; or
18. armed force, naval, military or air force service or operations; any flying service; or
19. violation or attempted violation of the law or resistance to arrest; or
20. air travel except as a passenger in any properly licensed private and/or commercial aircraft; or
21. wilful or deliberate exposure to danger (except in an attempt to save human life), or any Injury arising out of non-adherence to medical advice; or
22. engaging in a sport in a professional capacity or where You would or could earn income or remuneration from engaging in such sport; or
23. testing of any kind of conveyance; engaging in offshore activities like commercial diving, oil rigging, mining or aerial photography.

The Company will not be liable to provide any coverage or to make any payment if to do so would be in violation of any sanctions law or regulations which would expose it, its parent company or its ultimate controlling entity to any penalty under any sanctions law or regulation.

#### PART IV – TERMINATION OF COVERAGE

1. This Policy will be terminated:
  - (a) when premium is not paid when due; or
  - (b) on next premium due date following the notification from the Policyholder (who is also an Insured Person) that his/her occupation is changed to any Excluded Occupation, and any claims related to such Excluded Occupation will be forfeited; or
  - (c) upon the payment of benefit to the Policyholder (who is also the Insured Person) under the circumstances mentioned under "Compensation clause (b)" of "Part II – Benefits" and no premium will be returned;
  - (d) on next premium due date when the Policyholder (who is also an Insured Person) no longer fulfil the eligibility as stated under "clause (2) – Age limit for Insured Person" of "Part V – General Provisions";
  - (e) when there is any fraud, misstatement, non-disclosure or concealment in

respect of this Policy or any claim hereunder shall render this Policy null and void immediately. All the premiums paid and claims under this Policy shall be forfeited; or

- (f) when the Personal Accident Benefit policy, of which this Policy is sold as a packaged Individual Personal Accident Program, is terminated.
2. Your individual coverage will be terminated on next premium due date:
  - (a) on next premium due date when You no longer fulfil the eligibility as stated under "clause (2) – Age limit for Insured Person" of "Part V – General Provisions"; or
  - (b) following the notification from the Policyholder that Your occupation are changed to any Excluded Occupation, and any claims related to such Excluded Occupation will be forfeited; or
  - (c) upon the payment of benefit to You under the circumstances mentioned under "Compensation – clause (b)" of "Part II – Benefits" and no premium will be returned.
3. The Policyholder or We may cancel this Policy at any time by written notice delivered to each other at the last known address or e-mail address stating when thereafter such cancellation shall be effective from the next premium due date. Such cancellation shall be without prejudice to any claim originating prior thereto.

## PART V - GENERAL PROVISIONS

### 1. ENTIRE CONTRACT

The Policy, Schedule of Benefits, application, riders, endorsements and attachments (if any) constitute the entire contract of insurance. No statement made by the applicant for insurance not included herein shall avoid the Policy or be used in any legal proceedings hereunder unless such statement is fraudulent. No agent has authority to change this Policy or to waive any of its provisions. No change in this Policy shall be valid unless approved by Us and such approval be endorsed hereon.

### 2. AGE LIMIT FOR INSURED PERSON

The insurance under this Policy shall cover a) For adult – between eighteen (18) and fifty-five (55) years old (both years inclusive), renewable up to sixty-five (65) years old and all benefits shall terminate on the next premium due date following Your 66th birthday; b) For child – must be unmarried and unemployed, between six (6) months and twenty-one (21) years old (both years inclusive), renewable up to twenty-five (25) years old if a full time student. All benefits shall terminate on the next premium due date following the 22nd or 26th birthday of the insured child.

### 3. OCCUPATION RESTRICTION

No coverage hereunder whatsoever shall be provided to any person whose occupation falls within Excluded Occupation, save for an Insured Person who is an employee or member of an Institution and who is issued this Policy as a result of introduction by the Institution and whose application for insurance is acceptable to Us.

### 4. MISSTATEMENT OF AGE

If Your age has been misstated, the premium difference would be returned or charged according to the correct age. In the event Your age has been misstated and if, according to Your correct age, the coverage provided by the Policy would not have become effective, or would have ceased prior to the acceptance of each premium or premiums, then Our liability during the period that You are not eligible for coverage shall be limited to the refund of all premiums paid for the period covered by the Policy.

### 5. STATUS CHANGE

You must take full responsibility to inform Us forthwith of any change in respect of the information provided in the application for this Policy, otherwise We reserve the right to refuse or invalidate all claims under this Policy.

### 6. TIME OF NOTICE OF CLAIM

Written notice of claim must be given to Us within thirty (30) days after occurrence of any event likely to give rise to a claim under this Policy. However immediate notice must be given to Us in the event of accidental death.

### 7. FORMS FOR PROOF OF LOSS

We, upon receipt of such notice, will furnish to the claimant such forms, as are usually furnished by it for filing proofs of loss. If such forms are not so furnished within fifteen (15) days after the receipt of such notice, the claimant shall be deemed to have complied with the requirements of this Policy as to proof of loss upon submitting within the time fixed in the Policy for filing proof of loss, written proof covering the occurrence, character and extent of the loss for which a claim is made. All certificates information and evidence required by Us shall be furnished at Your or Your personal representative's expense and shall be in such form and of such nature as We may prescribe.

### 8. SUFFICIENCY OF NOTICE

Such notice by or on behalf of the Policyholder or You given to Us, with particulars sufficient to identify the Policyholder or You shall be deemed to be noticed to Us. Failure to give notice within the time provided in this Policy shall not invalidate any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as reasonably possible.

### 9. TIME FOR FILING PROOF OF LOSS

Affirmative proof of loss must be furnished to Us in case of a claim within ninety (90) days after the date of relevant loss.

### 10. MEDICAL EXAMINATION AND TREATMENT

We shall have the right and opportunity to examine You when and as often as it may reasonably require during the pendency of a claim hereunder, and also the right and opportunity to make an autopsy at Our expense in case of death where it is not forbidden by law. You shall as soon as possible after the occurrence of any Injury or sickness, whichever is appropriate, obtain and follow the advice of a duly qualified Registered Medical Practitioner and We shall not be liable for any consequences arising by reason of Your failure to obtain or follow such advice and use such appliances or remedies as may be prescribed.

### 11. TIME FOR PAYMENT OF INDEMNITIES

All indemnities provided in this Policy will be paid immediately after the receipt of due proof, except for the indemnity in respect of Permanent Total Disablement or for periodic payment.

### 12. TO WHOM INDEMNITIES PAYABLE

Indemnity for loss of Your life is payable to Your estate. All other indemnities of this Policy are payable to You.

### 13. LIMITATION OF TIME FOR BRINGING SUIT

No action at law or in equity shall be brought to recover on this Policy prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Policy. No such action shall be brought after the expiration of two (2) years after the time written proof of loss is required to be furnished.

### 14. LIMITATION CONTROLLED BY STATUTE

If any time limitation of this Policy, with respect to giving notice of claim or furnishing proof of loss, is less than that permitted by the law of the state of which the Policyholder or You reside at the time this Policy is issued, such limitation is hereby extended to agree with the minimum time permitted by such law.

### 15. ASSIGNMENT

No notice of assignment of interest under this Policy shall be binding upon Us. We do not assume any responsibility for the validity of an assignment. No provision of the charter, constitution or by-laws of Us shall be used in defense of any claim arising under this Policy, unless such provision is incorporated in full in this Policy.

### 16. COMPLIANCE WITH POLICY PROVISIONS

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

### 17. REINSTATEMENT OF POLICY

If this Policy lapses due to non-payment of premiums, it may be reinstated with Our approval. Benefits will not, however, be payable for any event likely to give rise to a claim under this Policy which occurs while the Policy has lapsed and Pre-existing Condition should re-apply as if the Policy commenced on such reinstatement date.

### 18. DATA PRIVACY

The Policyholder/Insured Person agrees that:

(a) the personal data collected during the application process or administration of this policy may be used by AIG Insurance Hong Kong Limited ("AIGHK") for the purposes stated in its Data Privacy Policy, which include underwriting and administering the insurance policy being applied for (including obtaining reinsurance, underwriting renewals, data matching, claim processing, investigation, payment and subrogation).

(b) AIG HK may use the Policyholder's/Insured Person's contact details (name, address, phone number and e-mail address) to contact him/her about other insurance products provided by the AIG group (assuming AIG HK has obtained the agreement of the Policyholder/Insured Person to use such contact details for this purpose).

(c) AIG HK may transfer the personal data to the following classes of persons (whether based in Hong Kong or overseas) for the purpose identified:

i) third parties providing services related to the administration of this policy, including reinsurers (per (a) above);

ii) financial institutions for the purpose of processing this policy and obtaining policy payments (per (a) above);

iii) in the event of a claim, loss adjusters, assessors, third party administrators, emergency providers, legal services providers, retailers, medical providers and travel carriers (per (a) above);

iv) for the purpose of conducting direct marketing activities (per (b) above), marketing companies authorized by the AIG group;

v) another member of the AIG group (for all of the purposes stated in (a) and (b)) in any country; or

vi) other parties referred to in AIG HK's Data Privacy Policy for the purposes stated therein.

(d) The Policyholder/Insured Person may gain access to, or request correction of his/her personal data (in both cases, subject to a reasonable fee), or change the option he/she previously elected in relation to the use of his/her contact details for direct marketing at any time, by writing to the Privacy Compliance Officer of AIG Insurance Hong Kong Limited at GPO Box 456 or cs.hk@aig.com. The same addresses may be used to contact AIG HK with any comments in relation to the services it provides. The full version of AIG

HK's Data Privacy Policy can be found at [www.aig.com.hk](http://www.aig.com.hk)

**19. ADJUSTMENT CLAUSE**

This Policy will be in force by payment of premium in advance. However, We reserve Our right to make adjustment to the premium rates, benefits or terms and conditions of this Policy from time to time.

**20. GRACE PERIOD**

A grace period of thirty-one (31) days from the premium due date will be granted for the payment of each premium falling due after the first premium during which time the Policy shall be continued in force. Otherwise, the Policy will lapse from the premium due date.

**21. RIGHT OF RECOVERY**

In the event that authorization of payment and/or payment is made by Us and/or Our authorized representative for a claim which is not covered under this Policy or when the limit of liability of this insurance exceeds, We reserve the right to recover the said sum or excess from You and/or the Policyholder.

**22. FRAUDULENT CLAIMS**

If the claim in any respect be fraudulent or if any fraudulent means or devices be used by You or the Policyholder, or anyone acting on the aforementioned benefit under this Policy, all benefits in respect of such claims shall be forfeited.

**23. CLERICAL ERROR**

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

**24. GOVERNING LAW**

This Policy is subject to the laws of the Hong Kong Special Administrative Region and the parties hereto agree to submit to the jurisdiction of the courts of the Hong Kong Special Administrative Region.

IN WITNESS WHEREOF, AIG INSURANCE HONG KONG LIMITED has caused this Policy to be issued in Hong Kong.

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## 個人意外保障計劃 危疾保障

當我們，美亞保險香港有限公司收妥保費後，即依據保單或批註內的定義、不承保事項、限制、條款和條件，同意承保受保人及作出有關的賠償。

保障生效時間為保單簽發地點的標準時間零時零一分開始，而保障終止則按照保單條款第四部份 - 保單終止為準。

### 第一部份 - 定義

「意外」是指不能預料及非自願的事情而引致損害。

「後天免疫力缺乏綜合症」或「愛滋病 (AIDS)」是參照世界衛生組織(以下稱為「世衛」)之定義為標準，指人體免疫不全病毒血清測試呈陽性反應下出現的機會性感染、惡性腫瘤、人類免疫不全病毒感染性腦病變、人體免疫不全病毒之消瘦症候群或其他病症。

「日常生活活動」是指：

- (a) 清潔：能夠自行於浴缸或以淋浴進行清潔(包括進出浴缸或淋浴區)，或以其他方法進行清潔以達滿意清潔效果；
- (b) 穿衣：能夠自行穿著及除掉、弄緊、鬆開所有衣物，如適用，亦包括支架、義肢、及一切外科手術裝置；
- (c) 轉移：能夠自行從床上轉移到坐椅或輪椅，反之亦然；
- (d) 移動：能夠自行由某一房間移動至另一間位於同一層的房间；
- (e) 如廁：能夠自行進出、使用洗手間及控制膀胱及大腸的自發能力，以保持個人的衛生；及
- (f) 進食：能夠自行進行一切的進食程序。

「急性壞死性胰腺炎」是指由醫生作出之確診及需進行壞死組織清除或胰腺部分切除的手術治療。因酒精作用所引致的急性壞死性胰腺炎不包括在保障範圍內。

「因輸血而感染愛滋病」是指因醫療所需之輸血而導致感染人類免疫不全病毒(1型或2型)，並須符合以下所有狀況：

- (a) 感染是因醫療所需之輸血而導致，並於本保單生效日後發生；及
- (b) 輸血之機構承認會為該人類免疫不全病毒之感染負上責任；及
- (c) 你並沒有患上重型地中海貧血或血友病。

若已有任何療法，則此保險並不適用及我們不會作出任何賠償。

「亞爾茲默氏病 / 嚴重癡呆」是指因亞爾茲默氏病或不可復原的器質性腦退化疾病所致，經臨床報告及造影檢驗確認為智能衰退或喪失及行為異常，導致精神和社交能力顯著下降，且持續需要他人照顧。其診斷需經適當醫生作臨床驗證及得到我們指定醫生的支持。以下情況除外：

- (a) 非器質性疾病如神經官能病或精神病；
- (b) 因酒精引致的腦損害。

「血管成形手術及其他冠狀動脈疾病之創傷性療法」是指經冠狀動脈造影術證明你必需進行氣脹法血管成形手術或其他同類型的動脈導管內手術，用以糾正一條或以上之主要冠狀動脈收窄(達60%狹窄)。此等血管化手術必需由合格的心臟科專科醫生確認為醫療上必須進行。

此處所指的冠狀動脈包括左主幹、左前降、左迴旋及右冠狀動脈。

診斷性動脈造影術並不包括在保障範圍內。

「再生障礙性貧血」是指因慢性及永久性的骨髓造血功能衰竭而導致貧血、中性球減少及血小板減少，而且必須接受下列至少一項的治療：

- (a) 定期輸血；
- (b) 需接受骨髓刺激性藥物治療；
- (c) 需接受免疫系統抑制性藥物治療；
- (d) 骨髓移植。

診斷必需經合格的血液病專科醫生確認。

「植物人」是指大腦皮質全面壞死，但腦幹仍保持完好。其診斷需由認可的醫院委派合格的神經科專科醫生確診，及需有醫療文件證明此狀況已持續最少一個月以上。

「細菌性腦脊髓膜炎」是指因細菌感染引致腦部或脊髓病變，且導致明顯的、不可復原的和永久性的神經損害。其症狀必須於事故發生後持續六個星期以上仍無改善迹象方可申請索賠，診斷亦必需經合格的神經科專科醫生確認。

「良性腦腫瘤」是指於腦部的良性腫瘤並符合以下所有狀況：

- (a) 對生命有威脅；及
- (b) 對腦部已造成實質性損害；及
- (c) 已經接受手術切除，如不可進行手術則已經導致永久性的神經損傷；及
- (d) 需由合格的神經科專科醫生或神經科手術醫生經磁力共振掃描(MRI)、電腦斷層掃描(CT)或其他可靠的造影科技確認其存在。

以下情況不包括在保障範圍內：

- (a) 腦囊腫；
- (b) 肉芽腫；
- (c) 腦動靜脈畸形；
- (d) 血腫；
- (e) 腦垂體腫瘤或脊髓腫瘤。

「失明」是指因疾病或意外導致的雙目視力永久性完全喪失，診斷必需經合格的眼科專科醫生確認。

「心肌病」之診斷必需符合以下所有狀況：

- (a) 即使已接受最適當的治療，左心室功能(擴張或收縮)仍持續受損最少六個月；
- (b) 有關之受損程度已達到紐約心臟病學會 (New York Heart Association Classification - NYHA) 制定的心臟損害(Cardiac Impairment) 分類標準中的第四級。

直接因濫用酒精而導致的心肌病並不在保障範圍內。

「腦動脈瘤手術」是指你實際進行顱內手術，經此手術以腦骨切開技術用夾子或其他方法修復或切除位於一條或以上腦動脈內的動脈瘤。以導管或血管技術作的手術並不在保障範圍內。

「克隆氏病」是指腸胃道失調及具有以下臨床併發症的特質：瘻管成形、吸收障礙、腸梗阻、腸穿孔、續發性澱粉樣變。診斷必需由合格的組織病理學專科醫生確認。

「內戰」是指互相毀滅的戰爭或在同一國家或民族內的公民互相對抗的戰爭。

「昏迷」是指昏迷持續達九十六小時，診斷必需有以下所有證明：

- (a) 對外來刺激毫無反應達九十六小時；及
- (b) 需利用生命維持系統維持生命；及
- (c) 於昏迷後三十天內出現腦部損害而導致永久性之神經機能缺損。

因酒精或濫用藥物引致的昏迷不在保障範圍內。

「冠狀動脈搭橋外科手術」是指治療冠狀動脈疾病的血管旁路移植手術，以矯正冠狀動脈收窄或阻塞而實際接受一條或以上冠狀動脈的開胸手術。診斷必須提供冠狀動脈造影報告以顯示出冠狀動脈有嚴重阻塞，以及由合格的心臟科專科醫生確認為醫療上必須進行。

血管成形術和血管內手術、通過導管技術所完成的手術、「心肌打孔術」或激光治療術則不在保障範圍內。

「海綿性腦病變」是指海綿性腦病變(英文簡稱"CJD")或變種CJD的出現並引致神經系統缺損，及因此原因而導致你永久不能完成本保單定義的日常生活活動其中兩項或以上。

因人類生長激素治療所引致的病變並不在保障範圍內。

「危疾」是指於本保單所限定受保的疾病或傷殘，其病徵必需於等候期後才首次出現及被首次診斷(不適用於意外導致的危疾)。本保單所受保的危疾必需由一位或以上的註冊醫生作出診斷，而每位醫生必需具備有關危疾的專業資格，及提供符合本保單之危疾診斷要求的醫療報告。

「療法」是指任何可以使人類免疫不全病毒變為不活躍或非傳染性的治療。

「失聰」是指因疾病或意外導致的雙耳聽力機能永久性完全喪失，診斷需經合格的耳鼻喉科專科醫生確認及提供聽力測驗和聲域測驗的證明報告。完全喪失是指語言頻率聽力損失最少80分貝。

「診斷」是指由註冊醫生根據本保單內危疾的定義中指定的跡象而作出明確的診斷，當不能提供指定的跡象證明時，醫生須根據我們接受的放射結果、臨床診斷、細胞組織或實驗分析而作出診斷。該診斷必須經我們的醫生根據你遞交的醫療證明及/或任何所要求的其他證明加以認可。倘我們對診斷結果的適合程度及準確性有異議時，我們有權指派一位獨立而醫學界認可的專家為你檢查或檢驗有關的診斷證明。



該專家對診斷所作出的意見對你及我們均具有約束力。

「**伊波拉**」是指受伊波拉病毒感染及診斷必需符合以下所有要求：

- (a) 經實驗室測試證明伊波拉病毒確實存在；及
- (b) 由發現病徵日起計持續不斷出現因受感染的併發症超過三十天；及
- (c) 感染並未引致死亡。

「**象皮病**」是指末期絲蟲病，其特質為身體組織因血液循環受阻或淋巴管堵塞而全面腫大。

有關之診斷必須明確地由適當的註冊醫生臨床證實及以微絲蚴的化驗結果確認，並且得到我們的醫生支持。

因性病、外傷、手術後的疤痕、充血性心力衰竭或先天性淋巴系統不正常等情況所引致的淋巴水腫均不在保障範圍內。

「**腦炎**」是指因病毒感染所致的嚴重腦實質發炎(大腦半球、腦幹或小腦)而導致永久性之神經機能缺損，其診斷需由合格的神經科專科醫生提供醫療記錄文件證明永久性之神經機能缺損情況已持續最少六個星期。

「**末期肝病**」末期肝病必須具備以下所有證明：

- (a) 永久性黃疸；及
- (b) 腹水；及
- (c) 肝性腦病。

因酒精或藥物而引起的繼發性肝病不在保障範圍內。

「**末期肺病**」因末期肺病而導致慢性呼吸功能衰竭，其診斷必須具備以下所有證明：

- (a) FEV1 測試持續性低於1 升；及
- (b) 病人血氧不足必須永久性地進行輸氧治療；及
- (c) 動脈血氣分析血氧分壓等於或低於 55 mmHg (PaO2 ≤ 55mmHg)；及
- (d) 休息時出現呼吸困難。

診斷必須經合格的呼吸系統科專科醫生確認。

「**不承保職業**」是指職位或職業是爆破工人、騎師、偵探、特技人員、貨船裝卸工人、漁民、中港司機（跨越香港及中國大陸）、飛機駕駛測試員、馬戲訓練員、高空工作工人、沉箱工人、電梯技工、拆除舊建築工人、地下鑽孔工人、野生動物訓練員、情報機構人員、貨櫃起重機操作員、地盤工人、炸藥/爆炸物操作員、政府/國家紀律部隊。

「**暴發性病毒性肝炎**」是指由肝炎病毒所導致暴發性肝壞死，以至急劇性肝功能衰竭。

診斷必須具備以下所有證明：

- (a) 肝臟體積迅速縮小；及
- (b) 肝小葉完全壞死，僅剩下倒塌的支架結構；及
- (c) 肝臟功能測試急劇退化；及
- (d) 黃疸不斷加深；及
- (e) 肝性腦病。

「**心臟病**」是指由於冠狀動脈血液供應不足到有關的範圍而導致部分心肌壞死，其診斷必須同時符合下列三項或以上條件以符合診斷首次心臟病：

- (a) 典型的胸痛症狀病歷；
- (b) 心電圖(ECG)有新近的變化顯示心肌梗塞狀況；
- (c) 心肌酵素(CK-MB)顯著升高；
- (d) 心肌鈣蛋白(T or I)顯著升高；
- (e) 於事故發生後三個月或以後的左心射血分數(EF) 測量低於50%。

「**心臟瓣手術**」是指必需以開胸手術去更換或修補缺損或異常的心臟瓣膜。心臟瓣膜疾病的診斷必須有心臟導管造影報告、心臟超聲波檢查報告或心電圖檢查報告的支持，以及由合格的心臟病專科醫生確認為醫療上必須進行。

「**直系親屬**」是指你的配偶、父母、配偶父母、祖父母、子女、女婿、兒媳、兄弟姊妹、孫/外孫或合法監護人。

「**損害**」是指因遭遇意外及並無其他原因下引致的身體損傷。

「**機構**」是指我們透過其推介並得以簽發保單予你的組織。

「**受保人**」是指其名字已列於保障權益表或批註內之人士。

「**腎衰竭**」指雙腎功能均出現慢性及不可復原的衰竭，並需定期進行腎透析或接受腎臟移植手術。

「**不能獨立生活**」是指由註冊醫生確定你不能獨立生活而導致你永久不能完成本保單定義的日常生活活動其中三項或以上，而此狀況必須已持續達六個月或以上。此保障中所提及的永久是指根據現時的醫學知識及技術，已完全沒有希望復原。所有與精神心理因素有關之原因均不在保障範圍之內。

「**喪失語言能力**」指因損害或疾病引起的聲帶損傷，而導致語言能力永久完全喪失，及此狀況需連續維持十二個月或以上。診斷需經合格的耳鼻喉科專科醫生確認及提供醫學證明。

所有與精神心理因素有關之原因均不在保障範圍之內。

「**惡性腫瘤**」是指在後天免疫力缺乏症存在下出現包括但不限於卡波西腫瘤、中樞神經系統淋巴瘤或其他已知或未知之惡性病變，直接導致死亡、疾病或殘廢。

「**嚴重燒傷**」是指三級燒傷(皮膚全層燒傷)達到身體表面最少20%。

「**癌症**」是指惡性瘤，其特徵是惡性細胞不斷生長和擴散，並侵入及破壞正常組織。此診斷必須由合格的腫瘤學醫生或病理組織學醫生確認及有組織學證據證明腫瘤為惡性。

但以下情況除外：

- (a) 顯示由原位癌惡性轉變的腫瘤，及於組織學上為癌前病變的或非侵入性的腫瘤，包括但不限於乳腺原位癌，子宮頸表層細胞病變包括CIN-1、CIN-2及CIN-3；
- (b) 皮膚癌中的表皮角化症，基底細胞癌及鱗狀細胞癌，及用Breslow組織學法檢查證實的厚度少於1.5毫米或Clark分級少於3級的黑色素瘤，除非證實已發生轉移的癌症則除外；
- (c) 組織學描述為TNM分級為T1a和T1b的前列腺癌，或其他等同於或低於此級別的前列腺癌；直徑少於1厘米的甲狀腺T1NOM0乳頭狀微小癌；膀胱乳頭狀的微小癌；及未達RAI第3期的慢性淋巴細胞性白血病；及
- (d) 感染人類免疫不全病毒的所有腫瘤。

「**嚴重頭部創傷**」是指頭部因遭遇意外而蒙受損傷及自該意外事故發生之日起六個月內導致永久性之神經機能缺損。其診斷需由合格的神經科專科醫生作出具醫療診斷證明以及清楚的磁力共振掃描(MRI)、電腦斷層掃描(CT)、或其他可靠的造影科技的檢查結果。該意外損害必須是因遭遇外來的、突發的、暴力所致的及外部可見的意外事故，並且此意外事故為直接及獨立原因所導致的嚴重腦組織損傷。

以下情況除外：

- (a) 脊髓損傷；
  - (b) 任何其他原因引致的頭部損害。
- 「**重要器官移植或骨髓移植手術**」是指接受以下的移植：

- (a) 使用人類的造血幹細胞取代全骨髓所進行的骨髓移植手術；或
- (b) 以下其中之一種器官功能衰竭且不能復原，包括心臟、肺、肝臟、腎臟或胰臟。任何其他幹細胞移植不在保障範圍內。

「**腎髓質囊腫病**」之診斷必需符合以下所有要求：

- (a) 於腎臟內發現腎髓質有囊腫、腎小管及間質性纖維化等現象；及
- (b) 貧血、多尿及腎功能逐漸衰退之臨床證明；及
- (c) 有關診斷需由腎活組織檢查確定。

「**運動神經原疾病**」是指運動神經原病中的皮質脊髓束和脊髓前角細胞或延髓傳出神經元進行性的神經系出現持續退化的病徵，包括脊髓進行性肌萎縮症，進行性的延髓麻痺，肌萎縮性側索硬化症和原發性側索硬化症。其診斷需由合格的神經科專科醫生確診並證實有永久性之神經機能缺損。

「**多發性硬化症**」是指多發性硬化症的確實發生；其診斷必須具備以下所有證明：

- (a) 經各項測試證明確證實診斷為不可復原的多發硬化；及
- (b) 多項性的神經機能缺損連續維持六個月或以上；及
- (c) 上述病徵或神經機能缺損有詳細的病歷記錄，包括病情惡化及復原的病歷。其他原因所引致的神經系統損害如人體免疫不全病毒或系統性紅斑狼瘡均不在保障範圍內。

「**肌肉營養不良症**」是指一組遺傳性的肌肉疾病，其特徵是肌肉無力和肌肉萎縮。診斷必須由合格的神經內科專科醫生確認及證實無法復原。此狀況亦導致你無法進行三項或以上的日常生活活動（無論需要或不需要扶助工具）且必須持續最少六個月以上。

「**因職業感染人體免疫不全病毒**」是指按照你的慣常職業，於進行正常職務其間發生意外而導致感染人體免疫不全病毒。你必需提供以下所有我們要求的證明，否則我們不會作出任何賠償：

- (a) 證明該感染是由意外引致；及
  - (b) 證明有關意外之確實來源是受到人體免疫不全病毒感染之液體所引起；及
  - (c) 提供證明文件記錄於意外發生日起計一百八十日內，有關之人體免疫不全病毒血清由呈陰性反應轉為呈陽性反應。此證明亦必需包括有關之陰性人體免疫不全病毒抗體測試是於意外發生日起計五天內進行。
- 任何由其他途徑(包括性行為或使用注入靜脈內的藥物)所導致的人體免疫不全病毒



均在本保障範圍之內。

此項保障只適用於你的職業為醫生、護士、實驗室技術員、牙醫(外科醫生及護士)或工作於醫療中心或牙科中心的救護車醫務輔助人員。

若已有任何療法，則此保險並不適用及我們不會作出任何賠償。

「**機會性感染**」包括但不限於肺囊原蟲肺炎、慢性腸炎之生物體、過濾性病毒或散佈性的真菌感染。

「**其他嚴重的冠狀動脈疾病**」是指經冠狀動脈造影證明最少一條冠狀動脈腔收窄達75%及有其他兩條收窄達60%，不論是否需要作任何類型的冠狀動脈手術。

此處所指的冠狀動脈包括左主幹、左前降、左迴旋及右冠狀動脈。

「**癱瘓**」是指因疾病或損害導致兩條以上的全肢永久完全喪失機能。癱瘓的情況必須由合格的神經病科專科醫生確認。

因自我傷害的損害不在保障範圍內。

「**柏金遜症**」是指原發性的柏金遜症，其診斷需經合格的神經科專科醫生的確診及需具有下列所有狀況：

- (a) 不能以藥物治療控制病情；及
- (b) 有跡象顯示機能持續衰退；及
- (c) 你並沒有能力自行進行三項或以上的日常活動（無論需要或不需要扶助工具），且最少持續六個月以上。

因藥物或毒性所引起的柏金遜症不在保障範圍內。

「**保單**」是指本保單及於本保單第五部份第一點提及的所有文件。

「**保單持有人**」是指作為保單申請人的人士，並且列於保障權益表內為保單持有人。

「**脊髓灰質炎**」是指脊髓灰質炎的發生及必須符合以下狀況：

- (a) 確認由脊髓灰質炎病毒所感染；及
- (b) 必須有肢體癱瘓或呼吸肌癱瘓情況而有關狀況持續最少三個月。

「**受保前已存在之狀況**」是指任何疾病或狀況於此保單生效日，保單覆效日，保額增加日(只限保額增加的部分)，以較遲者為準，前五年內，(a)首次顯示、惡化、變為急性、展示病徵以使正常人士尋求診斷、護理、或治療；或(b)需要受保人服食處方藥物或藥物；或(c)曾接受註冊醫生或合資格醫生之治療，或曾被註冊醫生或合資格醫生建議治療。受保前已存在之狀況亦指任何已存在之危疾病徵以使正常人士尋求診斷、護理、或測訪。

「**原發性肺動脈高血壓**」是指以各項檢查(包括心導管術)證實右心室擴大而引致原發性肺動脈高血壓，導致永久性體能受損達到能損害達到紐約心臟病學會(New York Heart Association Classification - NYHA) 制定的心臟損害 (Cardiac Impairment) 分類標準中的第四級。

美國紐約心臟病學會，New York Heart Association (NYHA) 對心臟損害 (Cardiac Impairment) 的分類標準（資料來源：Current Medical Diagnosis & Treatment-39th Edition）：

第一級：體力活動不受限，一般體力活動不引起過度的疲倦、心悸、氣促和心絞痛。

第二級：輕度體力活動受限，進行一般體力活動已感到疲倦、心悸、氣促或心絞痛。

第三級：體力活動明顯受限，靜息時無不適，但進行少量日常活動即致疲倦、心悸、氣促或心絞痛。

第四級：不能舒適的參與任何的體力活動，在休息的情況下也可能感到疲倦、心悸、氣促或心絞痛。

「**合資格醫生**」是指得到當地政府承認並准許在其管轄範圍內提供醫療服務。但若合資格醫生為你本人或你的直系親屬，則不包括在內。

「**註冊醫生**」是指獲取西方醫學學士學位的醫生，於當地合法註冊提供醫療或手術服務。但若註冊醫生為你本人或你的直系親屬，則不包括在內。

「**保障權益表**」是指本保單其中之一附頁名為保障權益表(Schedule of Benefits)，我們隨時有權對其作出更改。

「**嚴重急性呼吸系統綜合症**」是指由作出此項診斷的國家所認可的醫療機構，經過臨床及病理學之測訪後診斷及確認患上嚴重急性呼吸系統綜合症/非典型肺炎。

「**嚴重類風濕性關節炎**」是指符合以下所有要求：

- (a) 符合 American College of Rheumatology 的診斷要求；及
- (b) 永久不能完成日常生活活動其中最少兩項；及
- (c) 廣泛性關節損壞及下列中至少三個部位的關節出現嚴重臨床變形：手、手腕、手肘、膝、腕部、足踝、頸椎或足部；及

(d) 有關狀況已持續最少六個月。

「**配偶**」指與受保人有婚姻關係持法定伴侶關係之人士。就本保單而言，婚姻關係或法定伴侶關係是指兩個人之間，在承認結合的相關地區法律管轄下，正式而具法律效力的結合。

「**中風**」是指由於腦血管意外，包括腦細胞組織梗塞，產生腦及蛛網膜下腔出血，腦血栓形成或腦栓塞。診斷標準必須包括以下所有狀況：

- (a) 經合格的神經科專科醫生確認永久性神經機能缺損及此狀況於事故發生日起計後六個星期仍持續；及
- (b) 須提供磁力共振掃描 (MRI) 檢查結果或電腦斷層掃描 (CT) 檢查結果，或提供可符合診斷首次中風的其它可靠的影像檢查結果。

以下不在保障範圍內：

- (a) 短暫性腦缺血；
- (b) 因意外或損害、感染、脈管炎及發炎性疾病所引致的腦損傷；
- (c) 因血管疾病而影響至眼部或視覺神經；及
- (d) 因供血不足而導致的前庭系統性疾病。

「**保額**」是指列於保障權益表內之投保金額。

「**主動脈外科手術**」是指必需以大型開胸手術或開腹手術去修補或治療主動脈瘤、主動脈阻塞、主動脈縮窄或主動脈夾層分離。此處所指的主動脈包括胸、腹部的主動脈，但並不包括其分支血管。

以微創或血管內之技術所作的手術均不在保障範圍內。

「**系統性紅斑狼瘡併發狼瘡性腎炎**」指多系統、多因子的及自身免疫疾病，其特徵是產生自身抗體對抗各種自身抗原。本保單所指的系統性紅斑狼瘡只限於系統性紅斑狼瘡併發狼瘡性腎炎，因此引起腎功能損害。本保單所指的狼瘡性腎炎亦需符合以下列明由世衛對紅斑狼瘡性腎炎的分類標準中的第三至及第五型，同時需透過腎活體組織檢查確診。診斷需由合格的風濕病和免疫病專科醫生確認。

世衛對紅斑狼瘡性腎炎的分類標準：

- 第一型 - 輕微病變型狼瘡性腎小球腎炎
- 第二型 - 系膜增殖型狼瘡性腎小球腎炎
- 第三型 - 局部及節段性增殖型狼瘡性腎小球腎炎
- 第四型 - 彌漫性增殖型狼瘡性腎小球腎炎
- 第五型 - 廣泛的腎小球基底膜增厚的膜型狼瘡性腎小球腎炎

「**末期疾病**」是指你所患的狀況，而根據適當的註冊醫生意見下該狀況有極大可能會導致你於十二個月內死亡。

「**三級程度燒傷**」是指皮膚全層以下之組織完全燒傷及損毀。

「**等候期**」是指由保單生效日或復效日，或保額增加日(只限保額增加的部分)，以較遲者為準，開始計九十天之內；而「嚴重急性呼吸系統綜合症」之首次出現病徵則需於保單生效日或復效日，或保額增加日(只限保額增加的部分)，以較遲者為準，開始計十五天之內。

「**戰爭**」是指戰爭(無論宣戰與否)，或任何戰爭的活動，包括任何國家利用軍事力量去達到經濟、地理、民族、政治、種族、宗教或其他目的。

「**我們、我們的、我們自己**」是指美亞保險香港有限公司。

「**你、你的、你本人**」是指其名字已列於保障權益表或批註內為受保人之人士。

## 第二部份 - 保障利益

### 危疾保障

若你於保障生效期間經註冊醫生首次診斷患上以下之危疾或接受受保之手術，我們將依據保障權益表或批註上所載而作出賠償。

- 1. 中風
- 2. 癌症
- 3. 心臟病
- 4. 其他嚴重的冠狀動脈疾病
- 5. 冠狀動脈搭橋外科手術
- 6. 心瓣膜手術
- 7. 暴發性病毒性肝炎
- 8. 末期肝病
- 9. 原發性肺動脈高血壓
- 10. 末期肺病
- 11. 腎衰竭
- 12. 主動脈外科手術
- 13. 再生障礙性貧血

14. 重要器官移植或骨髓移植手術
15. 失明
16. 失聰
17. 喪失語言能力
18. 昏迷
19. 嚴重燒傷
20. 多發性硬化症
21. 癱瘓
22. 脊髓灰質炎
23. 肌肉營養不良症
24. 亞爾茲默氏病 / 嚴重癡呆
25. 運動神經原疾病
26. 帕金森症
27. 腦炎
28. 良性腦腫瘤
29. 嚴重頭部創傷
30. 細菌性腦脊髓膜炎
31. 植物人
32. 系統性紅斑狼瘡并發狼瘡性腎炎
33. 克隆氏病
34. 急性壞死性胰腺炎
35. 末期疾病
36. 不能獨立生活
37. 象皮病
38. 因輸血而感染愛滋病
39. 因職業感染人體免疫不全病毒
40. 嚴重類風濕性關節炎
41. 腎髓質囊腫病
42. 心肌病
43. 伊波拉
44. 海綿性腦病變
45. 血管成形手術及其他冠狀動脈疾病之創傷治療法
46. 嚴重急性呼吸系統綜合症
47. 腦動脈瘤手術

但若你所患之危疾為上列第45至47項，則賠償如下：

45. 「血管成形手術及其他冠狀動脈疾病之創傷治療法」  
我們只會賠償於保障權益表上所載之保額的10%，此項受保危疾亦於此賠償後即時終止。
46. 「嚴重急性呼吸系統綜合症」  
如在保單生效期內經註冊醫生首次診斷患上「嚴重急性呼吸系統綜合症」，我們將按照保障權益表上所載之保額的10%或港幣20,000(以較低者為準) 賠償予你。我們對於此項受保危疾亦於此賠償後即時終止。  
倘若其後發現該診斷患上「嚴重急性呼吸系統綜合症」為誤診，所有有關該症之已賠償金額須退還給我們及我們將不負責其後之責任。
47. 「腦動脈瘤手術」  
我們只會賠償於保障權益表上所載之保額的40%，此項受保危疾亦於此賠償後即時終止。

#### 賠償

- (a) 倘若我們已對上列第45-47項危疾已作出任何賠償，於保單生效期內其保障權益表上所載之保額將會就有關賠償相對遞減，而有關之危疾保障亦會於賠償後終止。
- (b) 不論受保人患上多少項危疾，我們的總賠償額不會超過保障權益表上所載危疾保障保額的百份之一百(100%)。當我們已作出100%的賠償後便不會再有任何責任，保障便會終止。

#### 第三部份 - 不承保事項

我們不會賠償直接或間接、部份或全部因以下事項引致的傷害

1. 任何受保前已存在之狀況，包括由其引起之併發症；或
2. 除上述定義的危疾外的其他疾病；或

3. 任何於等候期內出現病徵之危疾(因意外引致的除外)；或
4. 任何於保單生效日或最後復效日，或保額增加日(只限保額增加的部分)，以較遲者為準，之前已出現但未有透露之身體或精神狀況而導致的危疾；或
5. 自致之傷害或疾病，性病，精神或神經系統失調，焦慮，緊張或抑鬱所引致，因愛滋病(AIDS)、人體免疫力缺乏病毒(HIV)，自殺，睡眠失調；
6. 先天不足或先天疾病，包括由其引起之併發症；或
7. 由你或你的直系親屬、共同生活者、中醫、針灸師或其他非正式醫護人員作出的危疾診斷；或
8. 你於診斷患上危疾後生存少於十四天(因意外引致的除外)；或
9. 直接或間接因分娩或妊娠所引起、加深或延長之損害；或
10. 美容手術或外科整形手術或任何非必要之手術，任何美容手術用以改善外觀，手術或非手術治療肥胖(包括病態性肥胖)及體重控制療程，或任何非必要之治療；或
11. 濫用藥物或誤服藥物而引致之任何併發症；或
12. 受酒精或非處方藥物的影響下；或
13. 戰爭、侵略、外敵行動、交戰、內戰、革命、叛亂(無論宣戰與否)、造反、軍事或篡奪權力、或任何類似戰爭的行動；或
14. 由核燃料或核廢料而發放出的游離輻射或放射性污染所致；或
15. 核設備或零件爆炸引致的放射、中毒、爆炸或其他有害物質；或
16. 特別護理、一般身體檢查、康復護理、監管護理、一般身體衰弱、昏睡、休息治療；或
17. 任何與受保危疾無關之測訪或診斷及非必要的住醫院；或
18. 從事或參與任何軍隊、海、陸、空軍服務或行動；飛行服務；或
19. 因觸犯或意圖觸犯任何不法行為及拒捕；或
20. 以非乘客身份乘搭任何合法領有牌照的私用或商用飛機；或
21. 故意暴露於危險中(除非是因當訪拯救人命)，或任何損害的發生是因沒有遵守醫療的意見；或
22. 職業運動或參與該運動而可賺取的收入或報酬；或
23. 測訪任何交通工具；參與離岸活動，如商業潛水；油田鑽探、採礦或空中攝影。

本公司將不負責提供本保單的任何保障或根據本保單支付任何款項，若本公司就任何損失或索賠作出支付會違反任何制裁法律或規例，並由此導致本公司、其母公司或其最終控制實體根據任何制裁法律或規例須繳納任何罰款。

#### 第四部份 - 保單終止

1. 此保單將根據以下情況終止保障：
  - (a) 如保費逾期未繳，將於保費到期日終止；或
  - (b) 當保單持有人(同時亦為受保人)通知我們其工作已轉為其中不承保職業，保單將於下一個保費到期日終止，而所有有關此不承保職業的索償不獲接納；或
  - (c) 當保單持有人(同時亦為受保人)已符合「第二部份－保障利益」的「危疾保障－賠償(b)」所述的情況，而保費則不獲退回；或
  - (d) 當保單持有人(同時亦為受保人)已不能符合「第五部份－基本條款」的「第二項－受保人之年齡限制」中所述的資格；或
  - (e) 保險或索償中有任何欺詐、不實、拒絕陳述或隱瞞的成份，此保單即時宣判無效，並喪失所有賠償及保費。
  - (f) 當人身意外保障部份被終止時，本保單作為該人身意外保障之因綁保單，將被一同終止。
2. 你的個別保障將於下一個保費到期日根據以下情況而終止：
  - (a) 當你的年齡已不能符合「第五部份－基本條款」的「第二項－受保人之年齡限制」中所述的資格；或
  - (b) 當你保單持有人通知我們你的工作已轉為其中不承保職業，而所有有關此不承保職業的索償將不獲接納；或
  - (c) 當你的賠償已符合「第二部份－保障利益」的「危疾保障－賠償(b)」所述的情況，而保費則不獲退回。
3. 保單持有人或我們可隨時以書面形式寄往或遞交至彼此最後紀錄之地址/電郵地址，通知解除契約於下個月一號生效，此種解約並不影響任何已呈交之賠償申請。

#### 第五部份 - 基本條款

## 1. 完整的保險契約

此保單、保障權益表、投保書、批註及附加文件(如有者)均為本保險契約的一部份。保險申請人未有在投保書上作出的陳述，均不得作為廢除本契約或利用於法律訴訟，除非該陳述涉及詐騙。任何營業員均無權更改或刪除保單內的任何條款，所有更改需由我們簽署同意並簽發批註後，方為有效。

## 2. 受保人之年齡限制

本保單提供保障予: a) 成年人 — 年齡由十八至五十五歲(全年均受保障)，可續保至六十五歲，所有保障將於你六十六歲生日後的首個保費到期日終止；b) 小童 — 未婚及非在職，年齡由六個月至二十一歲(全年均受保障)，若為全日制學生，可續保至二十五歲，所有保障將於受保小童的二十二或二十六歲生日後的首個保費到期日終止。

## 3. 職業限制

倘若任何人士的工作屬於不承保職業的範圍，我們將不會提供保障，除非受保人是機構內的僱員或會員，經此機構的推介及得到我們接受其投保申請，才可獲得保單的簽發。

## 4. 年齡錯誤陳述

若你的年齡被錯誤陳述，我們會按正確年齡應付之保費而退回或收取保費的差額。倘你投保時的正確年齡未符合保單的要求或已超出限制，我們只會退回保費而不負責任何承保責任。

## 5. 現況轉變

如你在投保書內所提供之資料有任何轉變，你須通知我們有關之變更，否則我們有權將所有賠償失效。

## 6. 申請賠償通知之期限

如要申請索償，應於事件發生之日起三十日內以書面通知我們。倘遭意外而引致死亡，應立即通知我們。

## 7. 損害之證明文件

我們於接獲該書面通知後，會將申請賠償表格送交索償人，以作填寫損害證明之用。倘索償人於書面通知書發出後十五日內仍未收到該申請賠償表格，索償人可將事故的發生、性質與損害程度於損害證明文件遞交之期限前提交我們，我們會將此書面證明視作已符合本條款之要求。我們所需之任何證明文件，須依據我們所定之形式及性質提交，而所需費用概由你或你的代表負責。

## 8. 充足的通知期

該書面通知可由保單持有人、你或兩者的代表人送交我們，並提供足夠資料以證明保單持有人或你的身份。倘有合理的緣由不能於限期內將該書面通知送交我們，但已盡可能於限期後立即送出，則不會被視為放棄申請賠償的權利。

## 9. 損害證明文件遞送之期限

所有賠償申請的證明文件需於事故發生日後九十日內呈交我們。

## 10. 身體檢查

於處理申請賠償時，我們有權隨時要求你作身體檢查。倘若你身故，除法律不允許外，我們有權要求解剖驗屍，而費用則由我們負擔。你應於蒙受損害或感染疾病後（如適用者）迅速取得及遵從合格註冊醫生之建議，否則我們對於你不能取得及遵從該建議及沒有依法使用該裝置或療法不會負上任何責任。

## 11. 賠償金支付時間

我們當接獲所需的證明文件後，將立即作出合理賠償，但永久完全殘廢或定期的賠償則除外。

## 12. 賠償金之受益人

倘你身故，賠償金將付予你的合法遺產承繼人，其他賠償則付予你本人。

## 13. 法律訴訟之時間限制

依據本保單所規定之條款及期限內，將損害證明文件送交我們後，六十日內不得進行法律訴訟以求賠償。倘須訴訟應於本保單規定之損害證明文件送交我們限期後二年內進行，否則不得再進行訴訟。

## 14. 法律限制

倘本保單內所載有關呈交申請賠償通知書或損害證明文件之期限少於簽發保單時你所居住之國家所允許之期限，則本保單將依其法例延長至該國家所容許之最低限度的期限。

## 15. 轉讓

轉讓權益不會對我們構成任何約束力，而我們亦不會對該轉讓的有效性承擔

責任。任何轉讓證書、組織的條款或我們的法規均不可以阻礙保單的索償，除非有關的條款已詳細列於本保單內。

## 16. 保單條款之遵從

倘你有違反本保單內所載的任何條文，所有賠償申請均不會被接納。

## 17. 保單之復效

倘保費到期未有繳訖以致保單失效，經我們同意保單才可復效，但我們不會負責保單失效期間發生之索償，而保單仍於復效日開始，因此受保前已存在之狀況會再度執行。

## 18. 私隱條例

保單持有人/受保人同意及確認：

- (a) 美亞保險香港有限公司(“美亞保險”)可按列於其私隱政策的用途使用於處理此保單申請或管理此保單所收集之個人資料，其用途包括核保及管理已申請的保單(包括獲取再保險、核保續保之保單、資料配對、處理索賠、調查、付款及行使代位權)；
- (b) 美亞保險可使用保單持有人/受保人的聯絡資料(姓名、地址、電話號碼及電郵地址)聯絡受保人有關其它由AIG集團提供之保險產品(如美亞保險已獲保單持有人/受保人同意可如此使用其聯絡資料)；
- (c) 美亞保險亦可向以下類別的人士(不論在香港或海外)轉交該些個人資料，作上述列明之用途：
  - (i) 提供有關本保單管理服務的第三者(包括再保險公司)(如上(a)項所述)；
  - (ii) 財務機構，作處理此申請及收取保費(如上(a)項所述)；
  - (iii) 公證人、調查員、第三者管理人、緊急支援服務提供者、法律服務提供者、零售商、醫療提供者、及交通工具機構，以處理索償事宜(如上(a)項所述)；
  - (iv) AIG集團授權的市場推廣公司，以作直銷之用(如上(b)項所述)；
  - (v) 其它在任何國家之AIG集團之成員公司，作上述(a)及(b)項所有列明之用途；或
  - (vi) 其它於美亞保險私隱政策所列明的人士，作於私隱政策列明之用途。
- (d) 保單持有人/受保人可隨時致函到美亞保險香港有限公司之私隱事務主任(地址:香港郵政總局信箱456號或電郵:cs.hk@aig.com)查閱、或要求修改其個人資料(美亞保險可就查閱及修改要求收取合理費用)，或更改有關其個人資料被使用作直銷用途的選擇。如對美亞保險提供的服務有任何意見，可按上述地址聯絡美亞保險。

美亞保險私隱政策的全文載於[www.aig.com.hk](http://www.aig.com.hk)。

## 19. 保費調整條款

此保單將於預繳保費後生效。我們對本保單之保費、保障、或條款及細則保留調整的權利。

## 20. 寬限期

保費到期日後三十一天為繳付保費之寬限期(不適用於新單繳費)，在此限期內保單仍屬有效。如未能於此限期內繳付保費，保單會於保費到期日終止。

## 21. 權利之追討

若我們及/或我們的授權代表支付了不包括在此保單保障範圍內的索償，或超過此保險的賠償限額時，我們會保留追討你及/或保單持有人之權利。

## 22. 索償之欺騙

倘若單持有人、你或兩者的代表人在索償中存有任何欺詐的成份，所有賠償或保障均會作廢。

## 23. 筆誤

我們的筆誤不會令生效的保單因而失效，或令失效的保單因而生效。

## 24. 法例監管

本保單受香港特別行政區法例之約束，而所涉及之人仕均同意服從香港特別行政區法庭之裁決。

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(此中文譯本乃供參考之用，如有異議，均以英文為準)