

# STARR INDIVIDUAL PROGRAM

個人保障計劃

# STARR CRITICAL ILLNESS CARE STARR 危疾保

In consideration of the payment of premium by the Policyholder and subject to the terms and conditions of the Policy, We hereby insure the Insured Person in the manner and to the extent provided in the Policy.

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 V of this Policy.

當我們收妥保費後,即依據保單內的條款和條件承保受保人。 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五部分為準。

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#### PART I - DESCRIPTION OF COVERAGES

#### 1. Critical Illnesses Covered

During the period of insurance, if You are first diagnosed by a Physician or Doctor of any of the Critical Illnesses listed hereunder, We shall pay You the Sum Insured stated in the Schedule subject to the terms and conditions of the Policy.

# Fifty-Two (52) Critical Illnesses

- 1. AIDS due to Blood Transfusion
- 2. AIDS due to Occupational Accident
- 3. Alzheimer's Disease
- 4. 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 and the cover for this Critical Illness shall cease thereafter.
- 5. Aphasia
- 6. Aplastic Anaemia
- Bacteria Meningitis
- 8. Benign Brain Tumor
- 9. Blindness
- 10. Cancer
- 11. Carcinoma-In-Situ (Breast, Cervix Uteri, Prostate Gland, Testicles)
  - Our liability shall be limited to thirty percent (30%) of the Sum Insured stated in the Schedule and the cover for this Critical Illness shall cease thereafter.
- 12. Cerebral Aneurysm Requiring Surgery
  - Our liability shall be limited to forty percent (40%) of the Sum Insured stated in the Schedule and the cover for this Critical Illness shall cease thereafter.
- 13. Chronic Adrenal Insufficiency (Addison's Disease)
- 14. Chronic Relapsing Pancreatitis
- 15. Coma
- 16. Coronary Artery Bypass Surgery
- 17. Creutzfeldt-Jakob Disease
- 18. Deafness (Loss of Hearing)
- 19. Dissecting Aortic Aneurysm
- 20. Ebola
- 21. Elephantiasis
- 22. Encephalitis
- 23. End Stage Liver Disease
- 24. End Stage Lung Disease
- 25. Fulminant Hepatitis

- 26. Heart Attack
- 27. Heart Valve and Structural Surgery
- 28. Idiopathic Dilated Cardiomyopathy
- 29. Kidney Failure
- 30. Loss of Independent Existence
- 31. Major Burns
- 32. Major Head Trauma
- 33. Major Organ Transplant
- 34. Medullary Cystic Disease
- 35. Motor Neuron Disease
- 36. Multiple Sclerosis
- 37. Muscular Dystrophy
- 38. Myasthenia Gravis
- 39. Necrotising Fasciitis (Flesh Eating Disease)
- 40. Paralysis
- 41. Parkinson's Disease
- 42. Poliomyelitis
- 43. Primary Pulmonary Arterial Hypertension
- 44. Progressive Systemic Sclerosis
- 45. Rheumatoid Arthritis
- 46. Severance of Limbs
- 47. Severe Acute Respiratory Syndrome (SARS)
  - Our liability shall be limited to ten percent (10%) of the Sum Insured stated in the Schedule or HK\$20,000, whichever is less and the cover for this Critical Illness shall cease thereafter. 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 thereafter.
- 48. Stroke
- 49. Surgery to Aorta
- 50. Systemic Lupus Erythematosus
- 51. Terminal Illness
- 52. Vegetative State

If We have already paid You the maximum specified percentage of the Sum Insured in respect of Critical Illnesses numbered (4), (11), (12) or (47) above, the Sum Insured stated in the Schedule shall be reduced by the amount of such payment; and the cover for those Critical Illnesses shall cease thereafter.

In no event shall the total amount of compensation payable exceed one hundred percent (100%) of the Sum Insured stated in the Schedule regardless of the number of Critical Illnesses suffered. We shall bear no further liability after the payment of one hundred percent (100%) of the Sum Insured and the Policy shall be terminated accordingly.

#### 2. Cancer Surgical Treatment

During the period of insurance, if You are first diagnosed by a Physician or Doctor with a covered Cancer, We shall reimburse You in respect of the cost of any surgical fees for Cancer treatment up to the Sum Insured stated in the Schedule, provided that such cost is incurred within twelve (12) months from the date of first Diagnosis.

#### 3. Dietary or Nutrition Therapy

During the period of insurance, if You are first diagnosed by a Physician or Doctor with a covered Critical Illness We shall reimburse You in respect of the cost of receiving Dietary or Nutrition Therapy as corrective treatment of such diagnosed Critical Illness for the purpose of reclaiming health up to the Sum Insured stated in the Schedule, provided such cost is incurred within twelve (12) months from the date of first Diagnosis.

#### **PART II - DEFINITION OF CRITICAL ILLNESSES**

- "AIDS due to Blood Transfusion" means the event that You become infected by Acquired Immune Deficiency Syndrome (AIDS), provided that all of the following conditions are met:
  - (a) the conditions must be life threatening and there exists no Cure;
  - (b) the infection is due to blood transfusion received in Hong Kong;
  - (c) the institution which provided the transfusion admits liability; and
  - (d) You are not a haemophiliac.
- 2. "AIDS due to Occupational Accident" means the event that You become infected by Acquired Immune Deficiency Syndrome (AIDS) as a result of an Accident occurring during the course of carrying out normal occupational duties, with seroconversion to HIV infection occurring within six (6) months of the Accident, where the Accident giving rise to a potential claim is reported to us within thirty (30) days thereof and is supported by a negative HIV antibody test taken as soon as reasonably possible after the Accident. Infection resulting from any other means such as sexual activity or from the use of any intravenous drug is excluded. Cover for this Critical Illness shall cease in the event of a Cure being found.

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- 3. "Alzheimer's Disease" means progressive and permanent deterioration and loss of intellectual capacity as evidenced by clinical state and accepted standardized questionnaires or tests or abnormal behavior arising from Alzheimer's disease or irreversible organic degenerative disorders resulting in significant reduction in mental and social functioning and You requiring continuous supervision, and subject to the acceptance of medical advisors appointed by Us. Dementia caused by psychiatric illness is excluded.
- 4. "Angioplasty and Other Invasive Treatments for Coronary Artery" means You actually undergoing 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.
- 5. "Aphasia" means total and irreversible loss of the ability to speak due to physical damage to vocal cords, which must be established for a continuous period of twelve (12) months.
- 6. "Aplastic Anaemia" means bone marrow failure, not of a congenital nature, which results in anaemia, neutropenia and thrombocytopenia, where treatment is certified by a qualified haematologist and at least one of the following treatments has been carried out:
  - (a) use of internationally recognized marrow-stimulating agents;
  - (b) use of internationally recognized immunosuppressive agents;
  - (c) bone marrow transplantation;
  - (d) regular blood product transfusions.
- 7. "Bacteria Meningitis" means a confirmed Diagnosis of bacterial meningitis causing inflammation of the membranes of the spinal cord or brain and resulting in permanent neurological deficit persisting for at least thirty (30) consecutive days as proven to our satisfaction by a consultant neurologist.
- 8. "Benign Brain Tumor" means a life-threatening, non-cancerous tumor in the brain giving rise to characteristic symptoms of increased intracranial pressure such as papilloedema, mental symptoms, seizures and sensory impairment as confirmed by a consultant neurologist. The presence of the underlying tumor must be confirmed by imaging studies such as Computed Tomography (CT) Scan or Magnetic Resonance Imaging (MRI). Cysts, granulomas, malformations in or of the arteries or veins of the brain, haematomas, and tumors in the pituitary gland or spine are excluded.
- 9. "Blindness" means total, permanent and irreversible loss of all vision in both eyes.
- 10. "Cancer" means malignant tumor characterized by the uncontrolled growth and spread of malignant cells and the invasion of normal tissue. The cancer should be confirmed by histological evidence of malignancy on a pathology report. This includes leukaemia, but excludes any of the following:
  - (a) any lesions described as pre-malignant, non-invasive or carcinoma-in-situ;
  - (b) any skin cancer other than malignant melanoma;
  - (c) all tumors in the presence of any human immunodeficiency virus;
  - (d) chronic Lymphocytic Leukaemia (CLL) at RAI Stage 0 or less;
  - (e) Prostate cancers which are histologically described as TNM Classification T1a, T1b, T1c or are of another equivalent or lesser classification.
- III. "Carcinoma-In-Situ (Breast, Cervix Uteri, Prostate Gland, Testicles)" means a focal autonomous new growth of carcinomatous cells which has not yet resulted in the invasion of normal tissues. Invasion means an infiltration and/or active destruction of tissue or surrounding tissue beyond the basement membrane. The disease of Carcinoma-In-Situ covered by this Policy is limited only to carcinoma-in-situ of the breast, cervix uteri (which must be at a grading of not less than Carcinoma-In-Situ CIN III), prostate gland and testicles. The Diagnosis of Carcinoma-In-Situ must always be positively diagnosed upon the basis of a microscopic examination of fixed tissue additionally supported by biopsy and in the case of cervix uteri, by a cone biopsy or colposcopy with cervical biopsy. The Benefit also covers early invasive prostate cancers which are histologically described as TNM Classification T1N0M0.
- 12. "Cerebral Aneurysm Requiring Surgery" means You actually undergoing intracranial surgery via a craniotomy to clip or otherwise repair or remove an aneurysm of one or more of the cerebral arteries.
- 13. "Chronic Adrenal Insufficiency (Addison's Disease)" means 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 consultant endocrinologist and medical advisor appointed by Us through:
  - (a) ACTH simulation tests;
  - (b) Insulin-induced hypoglycemia test;
  - (c) Plasma ACTH level measurement; and
  - (d) Plasma Renin Activity (PRA) level measurement.
  - All other causes of adrenal insufficiency are excluded.
- 14. "Chronic Relapsing Pancreatitis" means an unequivocal Diagnosis of Chronic Relapsing Pancreatitis, made by a consultant gastroenterologist and agreed by the medical advisor appointed by us and confirmed with the presence of pancreatic insufficiency, calcification or cysts. The condition must be confirmed with blood tests and radiological evidence.
- 15. "Coma" means a state of unconsciousness with no reaction to external stimuli and internal needs persisting continuously with the use of life support systems for a period of at least ninety-six (96) hours resulting in permanent neurological deficit.
- 16. "Coronary Artery Bypass 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. All other procedures such as angiography, angioplasty, heart catheterization, key-hole coronary artery bypass surgery, laser treatments, rotablade, stenting and all other intra-arterial catheter based techniques to unblock an obstructed artery are excluded.
- 17. "Creutzfeldt-Jakob Disease" means a neurological disease, fatal spongiform encephalopathy accompanied by signs and symptoms of:
  - (a) uncontrolled muscular spasm or tremor;
  - (b) severe progressive dementia;
  - (c) cerebellar dysfunction; and
  - (d) athetosis.
  - The Diagnosis must be made by a consultant neurologist and must be based on conclusive Electroencephalography (EEG) and Cerebrospinal Fluid (CSF) findings as well as Computed Tomography (CT) scan and Magnetic Resonance Imaging (MRI).
- 18. "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".
- 19. "Dissecting Aortic Aneurysm" means a condition where the inner lining of the aorta (intima layer) is torn so that the blood enters the wall of the aorta and separates its layers. Diagnosis must be made by a specialist physician and meet both of the following criteria:
  - (a) Symptoms consistent with dissecting aortic aneurysm are present; and
  - (b) Dissecting aortic aneurysm must be confirmed by computed tomography (CT) scan, magnetic resonance imaging (MRI), magnetic resonance angiography (MRA) or angiogram.

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- 20. "Ebola" means infection with Ebola virus causing hemorrhagic fever. An infectious disease specialist must make the Diagnosis of Ebola and the presence of the Ebola virus must be confirmed by laboratory testing. There must also be ongoing complications of the infection persisting beyond thirty (30) days from the onset of symptoms
- "Elephantiasis" means the end-stage lesion of filariasis, characterized 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 the medical advisor appointed by Us. Lymphoedema caused by infection with a sexually transmitted disease, trauma, post-operative scarring, congestive heart failure, or congenital lymphatic system abnormalities are all excluded.
- 22. "Encephalitis" means a Diagnosis of inflammation of the brain (cerebral hemisphere, brainstem or cerebellum), resulting in significant complications lasting at least six (6) continuous and consecutive weeks, and which in the opinion of a consultant neurologist has resulted in serious permanent neurological deficit. Encephalitis resulting from HIV infection is excluded.
- "End Stage Liver Disease" means end stage liver failure as evidenced by all of the following:
  - (a) Permanent jaundice;
  - (b) Ascites; and
  - (c) Encephalopathy
- "End Stage Lung Disease" means end stage lung disease including interstitial lung disease requiring continuous and permanent oxygen therapy as well as a Forced Expiratory Volume in one second (FEV1) test result of consistently less than one (1) litre.
- "Fulminant Hepatitis" means a sub-massive to massive necrosis of the liver by the hepatitis virus, leading precipitously to liver failure. The Diagnosis in respect of this illness must be based on the meeting of all of the following criteria:
  - (a) a rapidly decreasing liver size;
  - (b) necrosis involving entire lobules, leaving only a collapsed reticular frame-work;
  - (c) rapid deterioration of liver function tests; and
  - (d) deepening jaundice.
  - Evidence of the following must be produced:
  - (a) liver function test to show massive parenchymal liver disease; and
  - (b) objective signs of portal-systemic encephalopathy.
- "Heart Attack" means death of a portion of the heart muscle as a result of inadequate blood supply due to coronary artery disease. All three (3) of the following criteria must be present and diagnostic of a new definite acute myocardial infarction:
  - (a) A history of typical chest pain;
  - (b) New electrocardiographic (ECG) changes, and
  - (c) Elevation of cardiac enzymes levels.
- "Heart Valve and Structural Surgery" means the actual undergoing of open-heart surgery to replace and/or repair cardiac valves as a consequence of heart valve defects. Balloon or catheter techniques are excluded.
- "Idiopathic Dilated Cardiomyopathy" means the unequivocal Diagnosis by a consultant cardiologist of Idiopathic Dilated Cardiomyopathy causing permanent impaired left ventricular function. This must result in severe physical limitation of activity to the degree of Class IV of the New York Heart Association Classification. Class IV of the New York Heart Association Classification of Cardiac impairment means that You:
  - (a) are unable to carry out any physical activity without discomfort;
  - (b) experience symptoms of cardiac insufficiency at rest; and
  - (c) if any physical activity is undertaken, feel increased discomfort.
- "Kidney Failure" means end stage renal disease which presents as chronic irreversible failure of both kidneys to functions, as a result of which continuous renal dialysis is instituted or renal transplantation is carried out."
- "Loss of Independent Existence" means a condition as a result of sickness or Injury whereby an Insured Person is permanently unable to perform at least three (3) of the six (6) "Activities of Daily Living" (either with or without the aid of special equipment, device and/or apparatus) for a continuous period of at least six (6) months. This condition must be confirmed by a Physician or Doctor. For the purpose of this benefit, "permanently" shall mean beyond any hope of recovery with current medical knowledge and technology. Loss of Independent Existence caused by psychological, neurosis or psychiatric related causes are excluded.
- "Major Burns" means 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 which requires skin transplantation recommended by a Physician or Doctor.
- "Major Head Trauma" means major trauma to the head resulting in neurological deficit causing significant functional impairment with disturbance of the brain function confirmed by definite Diagnosis by a consultant neurologist. This must result in a permanent bedridden situation or the inability to perform without assistance three (3) or more of the Activities of Daily Living of like age and sex. The conditions have to be medically documented for at least
- 33. "Major Organ Transplant" means actual undergoing, as a recipient, of a human to human transplant of a heart, lung, liver, pancreas, kidney or bone marrow
- "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; and
- (c) the diagnosis is confirmed by renal biopsy.

  "Motor Neuron Disease" means unequivocal Diagnosis of Motor Neuron Disease by a consultant neurologist supported by definitive evidence of appropriate and relevant neurological signs including Spinal Muscular Atrophy, Amyotrophic Lateral Sclerosis and Primary Lateral Sclerosis. Claim shall only be admitted if the condition is confirmed by a consultant neurologist as progressive and resulting in permanent and irreversible damage to the nervous system with evidence of objective abnormal neurological signs on examination.
- "Multiple Sclerosis" means unequivocal Diagnosis by a consultant neurologist confirming more than one (1) episode of well-defined neurological deficit. 36. There must be evidence of typical symptoms of demyelination with persisting signs of involvement of co-ordination and motor and sensory function. Diagnosis must be confirmed by Computed Tomography (CT) Scan or Magnetic Resonance Imaging (MRI) with evidence of lesions of the central nervous system
- "Muscular Dystrophy" means a hereditary muscular dystrophy confirmed by a consultant in neurologist, resulting in the inability to perform without assistance three (3) or more of the Activities of Daily Living of like age and sex.
- "Myasthenia Gravis" means a disease characterized by progressive fatigue and generalized weakness of the skeletal muscles caused by impaired transmission of nerve impulses following an autoimmune attack on acetylcholine receptors.
- "Necrotising Fasciitis (Flesh Eating Disease)" means an infection of the superficial and/or deep fascia and muscles of an extremity or the trunks; progress needing immediate surgical intervention and debridement. Definitive Diagnosis must be confirmed by a consultant microbiologist or pathologist after surgical exploration.

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- 40. "Paralysis" means the complete and permanent loss of use of two (2) or more limbs.
- 41. "Parkinson's Disease" means unequivocal diagnosis of idiopathic Parkinson's disease by a consultant neurologist where the condition:
  - (a) cannot be controlled with medication;
  - (b) shows signs of progressive impairment; and
  - (c) a medical assessment confirms the inability of You to perform without assistance three (3) or more of the Activities of Daily Living of like age and sex.
- 42. "Poliomyelitis" means unequivocal diagnosis by a consultant neurologist of infection with the Polio virus leading to paralytic disease as evidenced by impaired motor function or respiratory weakness that must persist for at least three (3) months. Cases not involving Paralysis shall not be eligible for the Benefit. Other causes of Paralysis such as Guillain-Barre Syndrome are excluded.
- 43. "Primary Pulmonary Arterial Hypertension" means a primary and unexplained increase in pulmonary artery pressure causing signs of right heart strain and failure. 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 consultant cardiologist or a specialist in respiratory medicine and needs to be supported by data provided at cardiac catheterization:
  - (a) Mean pulmonary artery pressure > 40 mm Hg;
  - (b) Pulmonary vascular resistance > 3mm/L/min (Wood units); and
  - (c) Normal pulmonary wedge pressure < 15mm Hg.
- 44. "Progressive Systemic Sclerosis" means a systemic connective tissue disease causing progressive diffuse fibrosis in the skin, blood vessels and visceral organs. A rheumatologist must make the unequivocal Diagnosis of progressive systemic sclerosis. The disorder must have reached systemic proportions to involve the heart, lungs or kidneys meeting two (2) of the following criteria:
  - (a) Pulmonary involvement must show carbon monoxide diffusing capacity (DLCO) < 70% of the predicted value, or forced expiratory volume in 1 sec (FEV1), forced vital capacity (FVC) or total lung capacity (TLC) < 75% of the predicted value;
  - (b) Renal involvement must show glomerular filtration rate (GFR) < 60 ml/min;
  - (c) Cardiac involvement must show evidence of either congestive heat failure, cardiac arrhythmia requiring medication, or pericarditis with moderate to large pericardial effusion.

The following are excluded:

- (a) Localised scleroderma (linear scleroderma or morphea);
- (b) Eosinophilic fasciitis; and
- (c) CREST syndrome.
- 45. "Rheumatoid Arthritis" means the unequivocal Diagnosis of Rheumatoid Arthritis supported by the medical advisor appointed by Us and the Diagnosis must be based on the 1987 American Rheumatism Association classification where You must satisfy at least four (4) of the following seven (7) criteria;
  - (a) morning stiffness;
  - (b) arthritis of three (3) or more joint areas;
  - (c) arthritis of hand joints;
  - (d) symmetric arthritis;
  - (e) rheumatoid nodules;
  - (f) serum rheumatoid factor positive;
  - (g) radiographic changes.
  - Criterion a, b, c or d must be present for more than six (6) weeks. There must also be widespread joint destruction on x-ray with major clinical deformity, affecting at least three (3) major joint areas (e.g. hands, feet, wrists, knees and hips). Degenerative osteoarthritis and all other forms of arthritis are excluded.
- **46.** "Severance of Limbs" means the irreversible severance of two (2) or more limbs where severance is above the wrist or the ankle through an Accident. Loss of use of limbs or amputation as a result of disease is not covered.
- 47. "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.
- **18. "Stroke"** means any cerebrovascular incident resulting in irreversible death of brain cells due to thrombosis, hemorrhage or embolisation from an extracranial source. This event must result in neurological functional impairment with objective neurological abnormal signs on physical examination by a specialist at least six (6) weeks after the event. The following are excluded:
  - (a) Transient Ischemic Attacks (TIA);
  - (b) Brain damage due to an Accident, infection, vasculitis, inflammatory disease or migraine;
  - (c) Disorders of the blood vessels affecting the eye including infarction of the optic nerve or retina;
  - (d) Ischemic disorders of the vestibular system; and
  - (e) Asymptomatic silent stroke found on imaging.
- 49. "Surgery to Aorta" means the actual undergoing of surgery for a disease of the aorta needing excision and surgical replacement of the diseased aorta with a graft. Aorta shall mean the thoracic and abdominal aorta but not its branches, even if a portion of aorta is removed during the operative procedure.
- "Systemic Lupus Erythematosus" means a consultant physician must make the unequivocal Diagnosis of Systemic Lupus Erythematosus (SLE) and Lupus Nephritis, based on clinically accepted criteria. Your SLE must be severely involving the kidneys causing impaired renal function with a glomerular filtration rate (GFR) below 60 ml/min. The Diagnosis must be supported with a renal biopsy showing Type III, IV, or V lupus Nephritis, in accordance with the WHO classification below.

The WHO classification of lupus nephritis:

- (a) Grade I Minimal Change Lupus Glomerulonephritis
- (b) Grade II Mesangial Lupus Glomerulonephritis
- (c) Grade III Focal Segmental Proliferative Lupus Glomerulonephritis
- (d) Grade IV Diffuse Proliferative Lupus Glomerulonephritis
- (e) Grade V Membranous Lupus Glomerulonephritis
- 51. "Terminal Illness" means a conclusive Diagnosis of an illness other than the Critical Illnesses listed under "Part I Description of Coverages" that is expected to result in Your death within twelve (12) months. You must no longer be receiving active treatment other than that for pain relief or other conservative palliative measures and the Diagnosis must be supported by a specialist and confirmed by Our appointed Physician or Doctor.
- **\*\*Communication State\*\*** means a clinical state of dependency of at least six (6) months determined by the assessment of physical, intellectual and communicatory disability. It may result from cerebral trauma, prolonged periods of anoxia, severe encephalitis or certain neurotoxins and be supported by medical evidence certified by a consultant neurologist. The affected individual is incapable of voluntary or purposeful acts, only responds reflexively to painful stimuli and requires a life-supporting machine to maintain life in Hospital.

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#### **PART III - OTHER DEFINITIONS**

"Accident" means an unforeseen and involuntary event which causes Injury.

"Acquired Immune Deficiency Syndrome" or "AIDS" shall have the meanings assigned to it by the World Health Organization including Opportunistic Infection, Malignant Neoplasm, Human Immunodeficiency Virus (HIV) Encephalopathy (Dementia), HIV Wasting Syndrome or any disease or illness in the presence of a seropositive test for HIV.

# "Activities of Daily Living" means:

- (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) Mobility the ability to move indoors from room to room on level surfaces;
- (e) Toileting the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
- (f) Feeding the ability to feed oneself once food has been prepared and made available.

"Anniversary Date" means each anniversary of the Policy Inception Date stated in the Schedule.

"Child(ren) means unmarried, unemployed and dependent child(ren) of the Policyholder (who is also an Insured Person) or his/her Spouse, as long as they fulfil the eligibility as stated under Clause 2 of Part VII herein, and living with the Policyholder. This includes step or legally adopted child(ren).

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

"Critical Illness(es)" 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 Physician(s) or Doctor(s), each of which is a certified specialist in respect of the disease or illness corresponding to the Critical Illness, and a written report(s) prepared by each Physician or Doctor 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 Acquired Immune Deficiency Syndrome" or "AIDS" inactive or non-infectious.

"Diagnosis" means the definitive diagnosis made by a Physician or Doctor or other appropriate specialist or consultant, based upon such specific evidence, as referred to herein 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 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 Ils

"Dietary or Nutrition Therapy" means the practical application of nutrition or diet as a preventative or corrective treatment of disease. This usually involves the modification of an existing dietary lifestyle to promote optimum health.

"Hospital" means an establishment which meets all the following requirements:

- (a) holds a license as a Hospital (if licensing is required in the state or governmental jurisdiction);
- (b) operate primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients;
- (c) provides 24-hour a day nursing services by registered or graduated nurses;
- (d) has a staff of one or more Physician(s) or Doctor(s) at all times;
- (e) provides organized facilities for diagnosis and major surgical facilities; and
- (f) is not primarily a clinic, nursing, rest or convalescent home or similar establishment, or a place for alcoholics or drug addicts.

"Immediate Family Member" means any of 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.

"Insured Person" means the person(s) insured and named in the Schedule or subsequently endorsed hereon.

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

"Opportunistic Infection" shall include but not be limited to pneumocystis carinii pneumonia, organism of chronic enteritis, virus and/or disseminated fungi infection caused in the presence of Acquired Immune Deficiency Syndrome (AIDS).

"Physician or Doctor" 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 surgical service, but excluding You, an Immediate Family Member or someone living in the same household as You.

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

"Policy Inception Date" means the date stated in the Schedule at which the Policyholder first enters into this Policy.

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

"Pre-existing Condition" means the existence of any symptoms for which You received or asked for treatment, medication, consultation, advice or diagnosis or would have caused an ordinary sensible person to get treatment, diagnosis or a cure, before the Policy Inception Date, last reinstatement date or date of any increase of benefit coverage (to the extent of such increase only), whichever is later. For avoidance of doubt, all medical conditions declared in Your application will also be treated as Pre-existing Condition.

"Proof of Loss" means written proof of the occurrence, character and extent of the loss for which a claim is made, to be submitted to Us in accordance with Part VI herein in such form and of such nature as We may prescribe.

"Schedule" means the Schedule attached to and incorporated in this Policy.

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

"Waiting Period" means the period of ninety (90) days which commences immediately following the Policy Inception Date, 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 Starr International Insurance (Asia) Limited.

"You, Your, Yourself" means a person who is named as an Insured Person.

#### **PART IV - GENERAL EXCLUSIONS**

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

- 1. War, invasion, act of foreign enemy, hostilities, Civil War, revolution, rebellion, insurrection, military or usurped power or any warlike operations;
- 2. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
- 3. The radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of that equipment;
- 4. Violation or attempted violation of the law or resistance to arrest;

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- 5. Armed force, naval, military, air force or any flying service or operations;
- 6. Air travel except as a passenger in any properly licensed private and/or commercial aircraft;
- 7. Suicide or attempted suicide or intentional self-injury while sane or insane;
- 8. Childbirth, miscarriage, abortion, birth control, infertilization, pregnancy or any complications therefrom notwithstanding that such event may have been accelerated or induced by Injury;
- 9. Acquired Immune Deficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV) infection (except as expressly provided herein) or related disease; venereal disease or any other sexually transmitted diseases;
- 10. Any illness or disease other than specified Critical Illnesses as defined herein;
- 11. Any mental or nervous disorder, anxiety, psychosis, stress or depression; sleep disturbance disorder;
- 12. Drug abuse or any other complications arising therefrom or any drug accident;
- 13. The influence of alcohol or any non-prescribed drug;
- 14. Any Pre-existing Condition or any complications arising therefrom;
- 15. 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 herbalist, acupuncturist or other non-traditional health care provider;
- 16. Cosmetic, plastic or any elective surgery; surgical or non-surgical treatment of obesity (including morbid obesity) or weight control programs; congenital disease or defect or any complications or conditions arising therefrom;
- 17. Congenital anomalies or any complications or conditions arising therefrom;
- Convalescence, custodial or rest cure, vaccination and immunization injections, tests not incident to treatment or diagnosis of an actual disability or any treatment which is not medically necessary;
- 19. Engaging in a sport in a professional capacity or where you would or could earn income or remuneration from engaging in such sport;
- 20. Testing of any kind of conveyance or engaging in offshore activities like commercial diving, oil rigging, mining or aerial photography;
- 21. Willful or deliberate exposure to danger (except in an attempt to save human life), or any injury arising out of non-adherence to medical advice;
- 22. 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);
- 23. Any Critical Illness resulting from a non-disclosed physical or mental condition which existed before the Policy Inception 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;
- 24. Any Critical Illness which You do not survive after the Diagnosis for a period of at least seven (7) days (this exclusion shall be waived if the Critical Illness is caused by Accident); or
- 25. Any investigation(s) or treatment not directly related to a covered Critical Illness or the conditions or Diagnosis necessitating hospital admission.

#### **PART V - TERMINATION OF COVERAGE**

- 1. We may terminate this Policy at any time during the period of insurance by giving thirty (30) days' prior notice in writing to the last known address of the Policyholder or Your insurance intermediary. In the event of such termination, We shall return promptly the pro-rata premium to the Policyholder. The payment or acceptable of any premium subsequent to such termination shall not create any liability on us but we shall refund any such premium received by us. However, no notice of termination is required and no premium refund from Us in the event of the occurrence of one or more of the following and this Policy shall be automatically terminated forthwith:
  - (a) when premium is not paid when due;
  - (b) on the Anniversary Date when the Policyholder (who is also an Insured Person) no longer fulfils the eligibility as stated under Clause 2 of Part VII
  - (c) upon payment of one hundred percent (100%) of the Sum Insured of Critical Illness Benefit to the Policyholder (who is also an Insured Person);
  - (d) upon discovery of fraud, material misrepresentation or non-disclosure on the part of You or Your insurance intermediary, which shall render this Policy null and void immediately and all claims under this Policy shall be forfeited; or
  - (e) willful or reckless acts or omissions on the part of You or Your insurance intermediary increasing the hazards insured against.
- 2. The Policyholder may cancel this Policy by giving Us not less than thirty (30) days' prior written notice. All cancellation shall be effective from the first (1st) of next month following the end of the notice. Whenever this policy in respect of annual payment mode is cancelled, pro-rata premium for the period starting at time of cancellation to the last date of the period of insurance shall be refunded provided that no claim has been made during such period of insurance of this Policy.
- 3. Your individual coverage shall terminate:
  - (a) on the Anniversary Date when You no longer fulfill the eligibility as stated under Clause 2 of Part VII; or
  - (b) upon payment of one hundred percent (100%) of the Sum Insured of Critical Illness Benefit. No premium will be returned for Policy with annual payment mode. However any premium of the remaining months will be deducted from the claim settlement for Policy with monthly payment mode.

#### **PART VI - CLAIM PROVISIONS**

Provisions in this Part VI are all conditions precedent to Our liability to pay under this Policy.

### 1. CLAIM PROCEDURES

To ensure prompt processing of the claim, it is important that You submit a completed claim form (claim form is available from Us) together with the following supporting documentation. We reserve the right to request other documents not mentioned hereunder if necessary.

- (a) Medical report;
- (b) Police report (if any);
- (c) Death certificate (if any);
- (d) Coroner's report (if any);
- (e) Original bills and receipts (Cancer Surgical Treatment / Dietary or Nutritional Therapy).

### 2. TIME OF NOTICE OF CLAIM

Written notice of claim must be given to Us within thirty (30) days after occurrence of any Accident or event likely to give rise to a claim under this Policy.

# 3. FORMS FOR PROOF OF LOSS

We, upon receipt of such notice, shall furnish to You such forms as are usually furnished by Us for filing Proof of Loss. If such forms are not so furnished within fifteen (15) days after the receipt of such notice, You shall be deemed to have complied with the requirements of this Policy as to Proof of Loss upon submitting within the time fixed in this Policy for filing Proof of Loss. All certificates, information and evidence required by Us shall be furnished at Your expense.

# 4. SUFFICIENCY OF NOTICE

Notice of claim given by You or on Your behalf to Us or to Our general agent, with particulars sufficient to identify Yourself shall be deemed to be notice to Us. Failure to give notice within the time provided in this Policy shall not invalidate any claim if it is shown that it was not reasonably practicable to give such notice and that notice was given as soon as was reasonably practicable.

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#### 5. TIME FOR FILING PROOF OF LOSS

Affirmative Proof of Loss must be furnished to Us at Our said office in case of a claim within ninety (90) days after the date of such loss. If it is shown that it was not reasonably practicable to give such notice within such time, such Proof of Loss must be furnished as soon as reasonably practicable and in any event within one year after the date of such loss.

# 6. LIMITATIONS CONTROLLED BY STATUTE

If any time limitation of this insurance, with respect to giving notice of claim or furnishing Proof of Loss, is less than that permitted by the laws of Hong Kong, such limitation is hereby extended to agree with the minimum period permitted by such laws.

#### 7. MEDICAL EXAMINATION AND TREATMENT

We shall have the right and opportunity to examine You when and as often as We 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 Physician or Doctor 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. We can ask for a medical examination to be carried out by a Physician or Doctor appointed by Us if We decide the medical reports You give Us are not enough for our purposes.

#### 8. FRAUDULENT CLAIMS

If the claim be in any respect fraudulent or if any fraudulent means or devices be used by You or anyone acting on Your behalf to obtain any benefit under this Policy, this Policy shall immediately become terminated and all benefits in respect of such claims shall be forfeited from the date on which the fraudulent claim is proffered.

#### 9. TIME FOR PAYMENT OF INDEMNITIES

All indemnities provided in this Policy shall be paid immediately after the receipt of due Proof of Loss, except periodic payment.

### 10. TO WHOM INDEMNITIES PAYABLE

All indemnities under the Policy shall be payable to the Insured Person, otherwise to Insured Person's estate in the event of Insured Person's death. If the Insured Person to whom the indemnities is payable is under age eighteen (18) at the time of payment of this indemnity, this indemnity will be payable to the Policyholder.

#### 11. COMPLIANCE WITH POLICY PROVISIONS

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

#### 12. RIGHT OF RECOVERY

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

#### 13. SUBROGATION

In the event of any payment under this Policy, We shall be subrogated to all the Insured Person's rights of recovery therefore against any person or organization and the Insured Person shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured Person shall take no action after the loss to prejudice such rights.

#### 14. LEGAL ACTIONS

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 three (3) years after the time written proof of loss is required to be furnished.

#### **PART VII - GENERAL CONDITIONS**

#### 1. ENTIRE CONTRACT

The Policy, Schedule, application, riders, endorsements and attachments (if any) constitute the entire contract of insurance. No statement made by the Policyholder 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 AND ELIGIBILITY FOR INSURED PERSON

The insurance under this Policy shall cover:

- (a) For adult the entry age is between eighteen (18) and fifty (50) years old (both years inclusive), renewable up to sixty-nine (69) years old. All benefits shall terminate on the Anniversary Date following Your seventieth (70<sup>th</sup>) birthday;
- (b) For Child between six (6) months and seventeen (17) years old (both years inclusive). All benefits shall terminate on the Anniversary Date following the eighteenth (18th) birthday of the insured Child.

You must be a Hong Kong citizen or resident holding a valid Hong Kong identity card, and living in Hong Kong not less than one hundred and eighty (180) days yearly. For an insured Child not holding a Hong Kong identity card, a valid Hong Kong birth certificate or proof of dependent visa can be substituted.

# 3. MISSTATEMENT OF AGE OR SEX

If the age or sex of any Insured Person has been misstated, all amounts payable under this Policy shall be such as the premium paid would have purchased at the correct age or sex. In the event the age or sex of the Insured Person has been misstated and if, according to the correct age or sex of the Insured Person, 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 in which the Insured Person was not eligible for coverage shall be limited to the refund of all premium paid for the period covered by the Policy.

### 4. DUPLICATE INSURANCE

You are not allowed to be covered under more than one (1) Critical Illness Insurance Policy issued by Us. If You are covered under more than one (1) such policy:

- a) You will be deemed to be insured only under the policy which provides the highest amount of benefit; or
- (b) If the benefit amount is the same under each policy, You will be deemed to be insured only under the policy which was issued first by Us.

In any case, We will refund the premium paid from the Policy Inception Date, without interest, to You under the policy or policies that are not giving cover. Such policy/policies are deemed to be void from inception and We will have no liability whatsoever to You in respect of any such policy/policies. However We reserve the right to change our execution in any of the above situations.

### 5. PREMIUM CHARGE

(a) This Policy is an annual insurance policy. You may pay the premium to Us on monthly or annual basis. The first premium is due on the Policy Inception Date. After that, premiums shall be due on 1st of each month or annually on the Anniversary Date of the Policy unless We agree with the Policyholder on some other method of premium payment. The Policyholder shall remit the premium to Us by electronic wire before the premium due date. If any premium is not paid when due, the Policy shall be cancelled as of the premium due date, except as provided in the Policy grace period section as described below.

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(b) This Policy adopts level premium payment schedule where premium is charged based on the Policyholder's entry age at the Policy Inception Date, renewal premium remain unchanged regardless of age increase. However We reserve the right to revise or adjust the premium table according to Our applicable premium rate at Anniversary Date by giving thirty (30) days' written notice to You.

#### 6. POLICY GRACE PERIOD

A Policy grace period of thirty-one (31) days shall be granted following the Anniversary Date of the Policy for the payment of the required premiums. The Policy shall remain in force during the Policy grace period. If the required premiums are not paid during the Policy grace period, this Policy will be deemed to have lapsed from the date that the unpaid premium was due.

#### 7. STATUS CHANGE

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

#### 8. CHANGE OF PLAN TYPE

You may apply to change plan type by giving thirty (30) days' notice in writing before the Policy Anniversary Date. For changing the plan type to a higher level, You are required to apply a new application and the premium shall be charged based on your attained age. Pre-existing condition will be revived at the effective date of such new application. For changing the plan type to a lower level, the premium shall be computed based on your entry age at Policy Inception Date.

#### 9 ASSIGNMENT

No notice of assignment of interest under this Policy shall be binding upon Us unless and until the original or a duplicate thereof is filed at Starr International Insurance (Asia) Limited, Suite 1901, 19/F, Central Plaza, 18 Harbour Road, Wanchai, Hong Kong and Our consent to such assignment is endorsed. We do not assume any responsibility for the validity of an assignment. No provision of the charter, constitution or by-law shall be used in defense of any claim arising under this Policy, unless such provision is incorporated in full in this Policy.

#### 10. REINSTATEMENT OF POLICY

If this Policy lapses due to non-payment of premiums, it may be reinstated with Our approval. Benefits shall not, however, be payable for any Accident or 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.

# 11. CLERICAL ERROR

Clerical errors made by Us shall not invalidate insurance otherwise valid nor continue insurance otherwise not valid in accordance with the provisions of this Policy and the applicable laws.

#### 12. DATA PRIVACY

You hereby agrees that if Your consent have been provided to Us, any personal information collected or held by Us is provided and may be held, used and disclosed by Us to individuals/organizations associated with Us or to any selected third party (within or outside Hong Kong) for the purposes of processing any claim under this Policy and providing subsequent services for this and other financial products and services, direct marketing, data matching and communicating with you for such purposes. You further acknowledge that if Your consent have been provided to Us, We may conduct direct marketing of Our products or services via fax, e-mail, direct mail, telemarketing and/or other forms of communication and that your personal data may be used or transferred to a third party by Us for such direct marketing purposes. If You do not wish to receive, subsequent to giving Us consent, any direct marketing materials or calls, or wish to request access to and/or correction of any personal information held by Us concerning himself/herself, You should write to Our Data Privacy Officer at Room 1901, 19/F Central Plaza, 18 Harbour Road, Wanchai, Hong Kong.

### 13. AUTO-RENEWAL CLAUSE

This Policy shall remain in force for a maximum of one (1) year from the Policy Inception Date and maybe renewed annually at Our discretion. However, We reserve the right to make adjustments on the premium rates, benefits, terms and conditions of this Policy at the time of renewal of any period of insurance of this Policy by giving thirty (30) days' advance written notice to You. Subject to earlier termination as set forth in Part V, this Policy shall automatically renew for consecutive one (1) year's period, unless the Policyholder or We shall give written notice of non-renewal at least thirty (30) days prior to the Anniversary Date and otherwise in accordance with the terms of this Policy.

#### 14. GOVERNING LAW

This Policy is subject to the laws of Hong Kong.

# 15. FOREIGN SANCTIONS

Subject to the terms and conditions of the Policy, this Policy applies anywhere in the world unless specifically limited by Us through endorsement, or where coverage would be prohibited under any law or regulation that is applicable to Us at the inception of this Policy or becomes applicable at any time thereafter because it breaches any embargo or sanction, or because the Insured Person or any beneficiary under this Policy is designated a "Specially Designated National" (SDN) by the US Office of Foreign Assets Control (OFAC). In circumstances, where it is lawful for Us to provide coverage under the Policy, but the payment of a valid and otherwise collectable claim may breach any embargo or sanction, including but not limited to OFAC and/or the US Department of Commerce, then We will take reasonable measures to obtain the necessary authorization to make such payment. This Policy does not apply to the extent that any trade or economic sanctions laws, regulations or observable or other laws or regulations prohibit Us from offering or providing insurance. To the extent that any such prohibitions apply, the coverage will not be made effective, no benefit will be provided, We shall have no liability whatsoever and this Policy shall be void ab initio.

# 16. RIGHTS OF THIRD PARTIES

Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any terms of this Policy.

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IN WITNESS WHEREOF, Starr International Insurance (Asia) Limited has caused this Policy to be issued in Hong Kong.

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第一部分 - 保障內容

#### 1. 危疾保障

若你於保單生效期內經註冊醫生診斷首次患上以下之危疾,我們將依據保單條款賠償保障表上所載的保額。

#### 52項危疾保障:

- (1) 因輸血感染的愛滋病
- (2) 因工作感染的愛滋病
- (3) 阿滋海默氏症
- (4) 血管成形手術及其他冠狀動脈疾病之創傷性療法
  - 我們只會賠償於保障表上所載保額的百分之十,而此項危疾會於賠償 後即時終止。
- (5) 失語症
- (6) 再生障礙性貧血
- (7) 細菌性腦膜炎
- (8) 良性腦腫瘤
- (9) 失明
- (10) 癌症
- (11) 原位癌(乳房、子宮頸、前列線、睪丸)
  - 我們只會賠償於保障表上所載保額的百分之三十,而此項危疾會於賠償後即時終止。
- (12) 腦動脈瘤手術
  - 我們只會賠償於保障表上所載保額的百分之四十,而此項危疾會於賠償後即時終止。
- (13) 慢性腎上腺衰竭(愛狄信病)
- (14) 慢性復發性胰腺炎
- (15) 昏迷
- (16) 冠狀動脈搭橋手術
- (17) 克雅二氏症
- (18) 失聰
- (19) 分割性主動脈瘤
- (20) 伊波拉
- (21) 象皮病
- (22) 脳炎
- (23) 末期肝病
- (24) 末期肺病
- (25) 暴發性肝炎

- (26) 心臟病
- (27) 心瓣及其結構手術
- (28) 原發性擴張型心肌病
- (29) 腎衰竭
- (30) 喪失獨立能力
- (31) 嚴重燒傷
- (32) 嚴重頭部創傷
- (33) 主要器官移植
- (34) 腎髓質囊腫病
- (35) 運動神經元疾病
- (36) 多發性硬化症
- (37) 肌肉萎縮
- (38) 重症肌無力症
- (39) 溶血性鏈球菌引致壞疽(食肉菌)
- (40) 癱瘓
- (41) 柏金遜症
- (42) 脊髓灰質炎
- (43) 原發性肺動脈高血壓症
- (44) 系統型硬皮症
- (45) 類風濕性關節炎
- (46) 斷肢
- (47) 嚴重急性呼吸系統綜合症
  - 我們只會賠償於保障表上所載保額的百分之十或港幣 20,000 元(以較低者為準),而此項危疾會於賠償後即時終止。倘若其後發現為誤診,所有已獲賠償的金額必須退還,而我們將不負責其後之責任。
- (48) 中風
- (49) 主動脈手術
- (50) 系統性紅斑狼瘡
- (51) 末期疾病
- (52) 植物人

倘若我們已按照以上第(4)、(11)、(12)或(47)項危疾所列出的一個百分率作出賠償,保障表上所載之保額將會就有關賠償相對遞減,而有關之危疾項目亦會終止。不 論患上多少項危疾,我們的總賠償額不會超過保障表上所載的百分百危疾保額。而當我們賠償百分百的保額後便不會再有任何責任,此保單便會即時终止。

#### 2. 癌症外科手術治療

若你於保單生效期內經註冊醫生診斷首次患上受保之癌症,我們會賠償你治療癌症之外科手術費用,以保障表上所載的保額為上限,但手術必須要在首次診斷後十二個月內進行。

#### 3. 飲食或營養療法

若你於保單生效期內經註冊醫生診斷首次患上受保之危疾,並接受飲食或營養療法以求改善或恢復健康,我們會賠償你於首次診斷危疾後十二個月內進行此項療法之費用,以保障表上所載的保額為上限。

### 第二部分 - 危疾定義

- 1. 「因輸血感染的愛滋病」是指感染後天免疫力缺乏綜合症的事件,並須符合以下所有狀況:
  - (a) 有生命危險及無法治癒的跡象;
  - (b) 在香港輸血期間受到感染;
  - (c) 該輸血之機構承認責任;及
  - (d) 你並非血友病患者。
- 2. 「因工作感染的愛滋病」是指你在執行日常的職務過程中發生意外而感染後天免疫力缺乏綜合症,以致在該意外發生後的六個月內,血清轉化為人類免疫不全病毒感染。任何有可能的索償,必須在該意外發生後三十天內通知我們,並盡快提供陰性人類免疫不全病毒抗體測試報告。若感染是因性行為或靜脈注射毒品而引致的便不受保障。如日後發現能治癒的療法,此項危疾將自動失效。
- 3. 「阿滋海默氏症」是指因阿滋海默氏症或不可復原的器質性腦退化疾病所致,經臨床報告、認可的標準問卷或測試,確認智能衰退或行爲異常,導致精神和 社交能力顯著下降,且持續需要他人照顧,此診斷需得到我們指定醫生的支持。由精神疾病引致的癡呆症不在保障範圍內。
- 4. 「血管成形手術及其他冠狀動脈疾病之創傷性療法」是指經血管造影法證明你必需進行氣囊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收窄達百分之六十的主要冠狀動脈。此等血管再通手術必需由合資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。診斷性血管造影法並不包括在保障範圍內。
- 5. 「失語症」指因聲帶損傷導致完全及不能逆轉地喪失語言能力,及此狀況需連續維持十二個月。



- 6. 「再生障礙性貧血」是指因非先天性的骨髓造血功能衰竭而導致貧血、白血球減少及血小板減少症,診斷必需得到合資格的血液病專科醫生確認並已接受下列至少一項的治療:
  - (a) 使用國際認可的骨髓刺激藥物;
  - (b) 使用國際認可的免疫抑制藥物;
  - (c) 骨髓移植;
  - (d) 定期血液製品輸血。
- 7. 「細菌性腦膜炎」是指因細菌感染引致腦部或脊椎神經膜發炎,且導致永久性的神經損害,其症狀必須持續至少三十天,並得到合資格的神經科專科醫生確認。
- 8. 「良性腦腫瘤」是指位於腦部對生命構成威脅的良性腫瘤,會引致顱內壓增加的典型症狀如視乳頭水腫、精神症狀、癲癇發作和感官缺陷,此診斷必須由神 經科醫生經電腦斷層掃描或磁力共振掃描確認其存在。腦囊腫、肉芽腫、腦動靜脉畸形、血腫、腦垂體腫瘤或脊髓腫瘤的情况均不包括在保障範圍內。
- 9. 「失明」是指完全永久及不可復原的喪失雙目視力。
- 10. 「癌症」是指惡性腫瘤,其特徵是惡性細胞不斷生長和擴散,並侵入正常組織,此診斷必須要有組織學證據的病理報告證明腫瘤爲惡性。這包括白血病,但以下情況除外:
  - (a) 癌前病變、非侵入性或原位癌;
  - (b) 任何惡性黑色素瘤以外的皮膚癌;
  - (c) 所有感染人類免疫不全病毒的腫瘤;
  - (d) 達RAI第0期或之前的慢性淋巴細胞性白血病;
  - (e) 組織學描述爲TNM等級Tla、Tlb、Tlc或其他等同或低於此級別的前列腺癌。
- 11. 「原位癌(乳房、子宮頸、前列腺、睪丸)」是指在局部獨立地生長而還未侵入正常組織的癌細胞。侵入是指滲入及/或活躍地破壞基底膜以外的細胞或周圍的細胞組織。本保單所保障的原位癌只限於乳房、子宮頸(不低於原位癌CINⅢ的級別)、前列腺及睪丸。原位癌必須以顯微鏡檢驗定位細胞作為基礎並加上活體組織檢查來作出明確的診斷,但子宮頸個案須附加視錐活體組織檢查或陰道鏡子宮頸活組織檢查。此保障還包括組織學上以TNM分類為T1N0M0的早期侵入性的前列腺癌。
- 12. 「腦動脈瘤手術」是指你已接受經腦骨切開術進行的顱內手術,以修復或切除位於一條或以上腦動脈內的動脈瘤。
- 13. 「慢性腎上腺衰竭(愛狄信病)」是指自身免疫性疾病導致腎上腺逐漸破壞,造成終身需要糖皮質激素和礦物皮質激素替代療法。該疾病必須經由內分泌科醫 生及我們委任的醫療顧問根據以下的測試作出明確的診斷:
  - (a) 促腎上腺皮質激素模擬測試;
  - (b) 胰島素引起的低血糖測試;
  - (c) 血漿促腎上腺皮質激素水平測量;及
  - (d) 血漿腎素活性水平測量。
  - 其他原因導致的腎上腺功能減退均不在保障範圍內。
- 14. 「慢性復發性胰腺炎」是指由胃腸病專科醫生及得到我們醫療顧問的同意明確診斷為慢性復發性胰腺炎,並確認胰腺功能不全、鈣化或囊腫的存在。此診斷 必須以血液測試和放射學作為佐證。
- 15. 「昏迷」是指一種無意識的狀態,對外來刺激及內在需要毫無反應,並須倚靠生命維持系統維持生命最少達九十六小時,造成永久性之神經機能缺損。
- 16. 「冠狀動脈搭橋手術」是指已接受搭橋術矯正一條或以上已收窄或阻塞的冠狀動脈的一個開胸手術。此診斷必須以血管造影法的報告以證實冠狀動脈有嚴重 阻塞作為佐證,及由心臟科專科醫生確定手術為醫療所需。所有其他矯正閉塞動脈之程序如血管造影法、血管成形手術、心臟導管插入術、微創冠狀動脈搭 橋手術、激光治療術、冠狀動脈研磨術、內支架置人術和其他以動脈內導管為基礎的技術則不在保障範圍內。
- 17. 「克雅二氏症」是指一種神經系統疾病,致命的海綿狀腦病,並具有以下症狀:
  - (a) 不受控制的肌肉痙攣或震顫;
  - (b) 嚴重漸進性癡呆;
  - (c) 小腦功能障礙; 及
  - (d) 指痙病。
  - 診斷必須由神經病科專家基於確切的腦電圖、腦脊液、電腦斷層掃描和磁力共振掃描的調查結果而作出。
- 18. 「失聰」是指因疾病或意外導致完全及不可逆轉的喪失雙耳聽力機能,診斷需經合資格的耳鼻喉科專科醫生確認及提供聽力和聲域測驗的證明報告。完全是 指損失最少八十分貝的聽力頻率。
- 19. 「分割性主動脈瘤」是指主動脈內壁(血管內膜)撕裂而導致血液進入主動脈壁及把其皮層分開的情況,病症需由專科醫生診斷並需符合以下兩項準則: (a) 症狀與分割性主動脈瘤一致;及
  - (b) 分割性主動脈瘤必須通過電腦斷層掃描,磁力共振掃描,磁力共振血管造影或血管造影的證實。
- 20. 「伊波拉」是指受伊波拉病毒感染引致出血性發燒。這診斷必需經傳染病專家診斷,並在實驗室測試下證明伊波拉病毒確實存在,及此感染必需從症狀開始後三十天起計持續出現併發症。
- 21. 「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動的 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。
- 22. 「腦炎」是指診斷為腦(大腦、腦幹或小腦)發炎,引致持續最少六星期的嚴重併發症,及經由神經病科專家證實已導致嚴重及永久性神經功能受損。因感染人類缺乏免疫力病毒而導致的腦炎除外。
- 23. 「末期肝病」是指具備以下所有跡象的末期肝病:
  - (a) 永久性黃疸;
  - (b) 腹水;及
  - (c) 腦病。
- 4. 「末期肺病」是指末期肺病包括肺間質病,需要永久性地進行輸氧治療,並在一秒鐘用力呼氣容積測試結果經常少於一公升。
- 25. 「暴發性肝炎」是指由肝炎病毒導致廣泛性之肝壞死,以至肝功能急劇性衰竭。診斷必須具備以下所有證明:
  - (a) 肝臟體積急劇縮小;
  - (b) 肝小葉完全壞死,僅剩下倒塌的支架結構;
  - (c) 肝臟功能測試急劇退化;及
  - (d) 黃疸不斷加深。
  - 必須提供以下證據:
  - (a) 肝功能檢測以顯示大量實質性肝病;及

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- (b) 門系統腦脊髓病之客觀徵象。
- 26. 「心臟病」是指由於冠狀動脈出現問題令血液供應不足而導致部分心肌壞死,並出現以下三種狀況且需診斷出一種新出現的急性心肌梗塞:
  - (a) 典型的胸痛症狀病歷;
  - (b) 心電圖有新的變化;及
  - (c) 心肌酵素顯著升高。
- 27. 「心瓣及其結構手術」是指接受開胸手術去更換或修補缺損的心臟瓣膜,通波仔心臟導管或其他導管技術除外。
- 28. 「原發性擴張型心肌病」是指由心臟科顧問明確診斷為造成永久性左心室功能受損的原發性擴張型心肌病,體力活動的嚴重限制已達至以下紐約心臟病學會心臟損傷分類的第四級程度:
  - (a) 在無不適狀況下無法進行任何體力活動;
  - (b) 在休息時感到心臟功能不全的症狀; 及
  - (c) 如進行任何體力活動時會增加不適感。
- 「腎衰竭」是指末期腎病,雙腎功能均出現慢性而不可復原的損壞,並需持續進行腎透析或接受腎臟移植手術。
- 30. 「喪失獨立能力」是指受保人因疾病或受傷而導致永久無法執行六項「日常生活活動」中其中至少三項(無論是否需要特殊設備、裝置及/或設備的協助),並持續至少六個月,這情況必須由註冊醫生確認。就此保障而言,永久是指根據當前的醫學知識和技術,已完全沒有康復的希望。因心理、神經官能症或與精神病相關的原因而導致的喪失獨立能力均不在保障範圍內。
- 31. 「嚴重燒傷」是指因意外導致三級燒傷,根據Lund和Browder圖表顯示身體燒傷面積達到最少百分之二十,而註冊醫生建議需要進行植皮手術。
- 32. 「嚴重頭部創傷」是指由神經病科專家診斷為腦功能因嚴重創傷而受損,並導致永久臥床或無法獨自進行三項或以上的日常生活活動,此狀況必須要有醫學 證據証明已持續不少於三個月。
- 33. 「主要器官移植」是指接受別人的器官而進行的心臟、肺、肝、胰、腎或骨髓移植手術。
- 34. 「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腫囊、腎小管及間質性纖維化等現象;
  - (b) 貧血、多尿及腎功能遂漸衰退之臨床證明;及
  - (c) 有關診斷需由腎活組織檢查確定。
- 35. 「運動神經元疾病」是由神經病科專家明確地斷定為運動神經元疾病,並具備明確及有關的神經系統受影響跡象,包括脊骨肌萎縮、肌萎縮性脊髓側索硬化症、原發性側索硬化。索償只限於由神經病科專家根據客觀異常的神經症狀的測試從而證實已損壞的神經系統已無法復原。
- 36. 「多發性硬化症」是指經神經病科專家作出無可置疑之診斷,證實曾有一次或以上清楚明確的神經功能缺損事件,且有證據顯示典型的隨鞘脫失並持續影響運動及感官功能,診斷必需透過電腦斷層掃描或磁力共震證實中央神經系統損傷。
- 37. 「肌肉萎縮」是指由神經病科專家證實一種遺傳性的肌營養不良症,導致不能獨自進行三項或以上的日常生活活動。
- 38. 「重症肌無力症」是指自身免疫攻擊乙醯膽素感覺器官,令神經脈衝的傳輸受損,導致一種特徵為骨骼肌肉漸進性的疲勞及全身軟弱的疾病。
- 39. 「溶血性鏈球菌引致壞疽(食肉菌)」是指四肢或軀幹肌肉之表皮及/或深層筋膜受到感染,病情往往屬暴發性並需即時進行手術及清創術以阻止病情惡化,最終之診斷必須由微生物或病理學專家進行探察後證實。
- 40. 「癱瘓」是指完全永久喪失兩肢或多肢的功能。
- 41. 「柏金遜症」是指原發性的柏金遜症,其診斷需經神經科專科醫生的確診及需具有下列所有狀況:
  - (a) 不能以藥物控制病情;
  - (b) 有跡象顯示機能持續衰退;及
  - (c) 經醫學評估確定不能自行進行三項或以上的日常生活活動。
- 42. 「脊髓灰質炎」是指由神經病科專家確診為受脊髓灰質炎病毒感染而引致機能受損或呼吸困難的癱瘓性疾病,並需持續最少三個月,不涉及癱瘓的個案將不 會獲得任何保障,而其他導致癱瘓的成因如格林巴利氏綜合症亦除外。
- 43. 「原發性肺動脈高血壓症」是指一種原發性兼原因不明的肺動脈血壓上升導致右心臟勞損及衰竭。與肺病、慢性換氣不足、肺部血栓栓塞疾病、左邊心臟疾 病和先天性心臟病有關的肺動脈高血壓症除外。原發性肺動脈高血壓症需由心臟科醫生或呼吸道內科專家作出診斷,並需有心導管檢查的數據:
  - (a) 平均肺動脈血壓高於40mm Hg;
  - (b) 肺血管阻力高於3mm/L/min(Wood單位);及
  - (c) 正常肺動脈楔壓低於15mm Hg。
- 44. 「系統型硬皮症」是指一種全身性結締組織病導致皮膚、血管和內臟出現漸進的瀰漫性纖維化,系統型硬皮症需經風濕科專家作出確實無誤的診斷,此疾病必需達全身程度並影響心臟,肺部或腎臟,且出現以下其中兩項情況:
  - (a) 肺部受影響範圍必需顯示一氧化碳瀰散量少於預測值百分之七十,或一秒鐘用力呼氣容積、肺活量或肺總容量的測試少於預測值百分之七十五;
  - (b) 腎臟受影響範圍必須顯示腎小球過濾率少於每分鐘六十毫升;
  - (c) 心臟受影響範圍必須顯示充血性心臟衰竭,需要藥物治療的心律不齊或中度至大範圍積水的心包炎。

以下情況除外:

- (a) 局部硬皮病(線狀硬皮病或硬斑病);
- (b) 嗜酸性粒細胞性筋膜炎;及
- (c) CREST綜合症。
- 45. 「類風濕性關節炎」是指根據美國風濕病學會於1987年的分類,只要達到以下七項其中四項情況便被判斷為患有類風濕性關節炎,此診斷必須獲得我們醫療 顧問之認同:
  - (a) 晨僵;
  - (b) 三個或以上的關節發炎;
  - (c) 手部的關節炎;
  - (d) 對稱性的關節炎; (e) 類風濕結節;
  - (f) 類風濕因子陽性;
  - (g) 放射照相的變化。
  - 上述a,b,c或d的情況必須出現超過六星期,還必須有X光顯示廣泛性關節損壞及出現嚴重臨床變形,影響至少三個主要的關節部位(如手,腳,手腕,膝蓋及臀部)。退化性關節炎和所有其他形式的關節炎均不在保障範圍內。
- 46. 「斷肢」是指因意外導致最少兩條在手腕或腳踝以上的肢體完全斷開及不可駁回,肢體喪失功能或因疾病截肢均不在保障範圍內。
- 47. 「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試後診斷及確認患上嚴重急性呼吸系統綜合症/非典型肺炎。

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48. 「中風」是指由顱骨外的根源引致的血栓、出血或栓塞而造成不可逆轉的腦細胞死亡的任何腦血管事件,並於病發的六星期後經專科醫生作身體檢查後得出 客觀的神經系統異常跡象及確認事件導致神經功能缺損。

以下不在保障範圍內:

- (a) 短暫性腦缺血;
- (b) 因意外、感染、血管炎、炎症性的疾病或偏頭痛引致的腦部損傷;
- (c) 影響眼部的血管疾病,包括視覺神經或視網膜梗塞;
- (d) 前庭系統的缺血性失調;及
- (e) 電腦影像顯示的無症狀腦中風。
- 49. 「主動脈手術」是指因主動脈疾病而確實接受切除及移植置換受損之主動脈手術,主動脈是指胸腹主動脈,而非其分支血管,即使部分主動脈在手術過程中 已被切除。
- 50. 「系統性紅斑狼瘡」是指顧問醫生根據臨床認可準則而確診為系統性紅斑狼瘡及狼瘡性腎炎。腎臟必須因系統性紅斑狼瘡而受嚴重影響,導致腎功能減退並 且顯示腎小球過濾率低於每分鐘六十毫升。該診斷必須由腎臟活體組織檢查結果確實,並且顯示符合世界衛生組織就狼瘡性腎炎第三,四或五級之定義。 世界衛生組織就狼瘡性腎炎之分級:
  - (a) 第一級:微小病變型
  - (b) 第二級:間質組織之狼瘡腎絲球腎炎
  - (c) 第三級:局部增生性之狼瘡腎絲球腎炎
  - (d) 第四級:廣泛增生性之狼瘡腎絲球腎炎
  - (e) 第五級: 膜型之狼瘡腎絲球腎炎
- 51. 「末期疾病」是指排除第一部分所列出的危疾以外的其他疾病的結論性診斷,預計可導致你在十二個月內死亡。除了緩解疼痛或其他舒緩性的措施外,你不 得再接受積極治療,並且診斷必須得到專家的支持並由我們指定註冊醫生確認。
- 52. 「植物人」是指根據身體、智力及溝通障礙的評估測試證實為一種最少維持六個月之依賴本質的臨床狀態,其導致的原因可能是腦部受創、長期缺氧、嚴重 腦炎或神經毒素,所有醫療證據需獲得神經科專科醫生的認證。而受害者是無法按其意念行動及對痛苦刺激只有反射反應,並須在醫院倚靠機器維持生命。

#### 第三部分 - 其他定義

「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」是參照世界衞生組織之定義為標準,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侯群或其他病症。

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同層另一房間;
- (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;
- (f) 進食:能夠自行進行一切的進食程序。
- 「週年日」是指列於保障表內保單生效日的週年。
- 「子女」是指保單持有人(也是受保人)或其配偶的未婚,無工作和受撫養的子女,包括繼子女或合法收養的孩子,只要他們符合第七部分第二項所述的資格,並且與保單持有人同住。
- 「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。
- 「危疾」是指於本保單所定義的疾病或傷殘,其病徵必需於等候期後才首次出現及被首次診斷。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。
- 「治癒」是指任何可使後天免疫力缺乏綜合症或愛滋病變為不活躍或非傳染性的治療。
- 「診斷」是指由註冊醫生或合資格的專科醫生或顧問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/或其他額外要求的證明加以認可。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。
- 「飲食或營養療法」是指把營養飲食實際應用為預防或治療疾病的方法,這通常涉及改變現有的飲食生活習慣以促進最佳健康。

「醫院」是指具備以下所有條件的機構:

- (a) 擁有合法經營醫院的牌照(若該國家或政府法例需要醫院領有牌照);
- (b) 為受傷及患病病人提供留院治療及照顧;
- (c) 有合法註冊專業護士提供全日二十四小時的護理服務;
- (d) 任何時間均有一位或以上的註冊醫生駐診;
- (e) 設有系統性診斷程序及完善的外科手術設備;及
- (f) 非作為診所、護理、休養、靜養、戒酒、戒毒等或類似服務的醫療機構。
- 「直系親屬」是指你的配偶、父母、配偶父母、袓父母、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。
- 「受保人」是指其名字已列於保障表或批註內之受保人士。
- 「惡性腫瘤」是指在後天免疫力缺乏綜合症存在下出現包括但不限於卡波西土腫瘤、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、疾病或廢廢。
- 「機會性感染」是指在後天免疫力缺乏綜合症存在下出現包括但不限於肺囊原蟲肺炎、慢性腸炎之生物體、過濾性病毒及域散佈性的真菌感染。
- 「註冊醫生」是指獲取西方醫學學士學位,並得到當地政府核准提供醫療服務的人士。但若註冊醫生為你本人、你的直系親屬或與你共住的人士則不包括在內。
- 「保單」是指本保單及於本保單第七部分第一項提及的所有文件。
- 「保單生效日」是指列於保障表中保單持有人首次訂立本保單的日期。
- 「保單持有人」是指申請保單的人士,其名字列於保障表內為保單持有人。
- 「受保前已存在之狀況」是指於保單生效日、最後復效日、保額增加日(只限保額增加的部分)之前,以較遲者為準,你因任何存在的病徵,已獲得註冊醫生的治療、藥物治療、會診、建議或診斷,或一般正常人士於此狀況下都會去接受治療或診斷。為免生疑問,你在投保書中所有陳述的健康狀況均被視為受保前已存在之狀況。

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- 「損失證據」是指按照本保單第六部分所規定的形式以書面提交有關索償的事件經過、性質和損失程度的證明。
- 「保障表」是指本保單其中之一附頁名為保障表改。
- 「保額」是指列於保障表內之投保金額。
- 「等候期」是指保單生效日、最後復效日、或保額增加日(只限保額增加的部分)後的九十天的期間,以較遲者為準。
- 「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」是指Starr International Insurance (Asia) Limited。
- 「你、你的、你自己」是指受保之人士。

#### 第四部分 - 一般不保事項

我們不會賠償直接或間接、部分或全部因以下事項引致的損失:

- 1. 戰爭、侵略、外敵行動、交戰、內戰、革命、叛亂、造反、軍事或篡奪權力、或任何類似戰爭的行動;
- 2. 離子輻射,或從核燃料或來自燃燒核燃料的核廢料的放射性污染;
- 3. 核設備或零件爆炸引致的放射、中毒、爆炸或其他有害物質;
- 4. 因觸犯或企圖觸犯任何不法行為或拒捕;
- 5. 武裝部隊,海軍,陸軍或空軍或任何飛行服務或行動;
- 6. 航空旅行,但以乘客身份乘搭任何合法領有牌照的私用或商用飛機除外;
- 7. 在清醒或精神失常下自殺或企圖自殺或故意自殘;
- 8. 分娩,流產,墮胎,節育,不孕症,懷孕或任何併發症,儘管事件可能由損害加速或引致;
- 9. 後天免疫力缺乏綜合症、人類免疫不全病毒感染(若在保障範圍除外)或有關疾病;性病或其他由性交傳染的疾病;
- 10. 任何疾病,但本保單定義的危疾除外;
- 11. 精神或神經紊亂、焦慮、精神病、緊張或抑鬱;睡眠障礙症;
- 12. 濫用藥物或任何因此而引致之併發症或任何藥物事故;
- 13. 受酒精或非處方藥物的影響;
- 14. 任何受保前已存在之狀況或其引起之併發症;
- 15. 由你或你的直系親屬、與你共住的人士、中醫、針灸師或其他非正式醫護人員所作出的危疾診斷;
- 16. 美容、整形或任何非必要之手術;治療肥胖(包括病態性肥胖)之手術或非手術療程;體重控制療程;先天性疾病或缺陷,或由其引起之併發症或狀况;
- 17. 先天性異常或由其引起的任何併發症或狀況;
- 18. 療養、羈押或休息治療、疫苗和免疫注射、與治療或診斷疾病無關的測試、或任何非醫療需要的治療;
- 19. 職業運動或參與該運動而可賺取的收入或報酬;
- 20. 測試任何交通工具;參與離岸活動,如商業潛水;油田鑽探、採礦或空中攝影;
- 21. 故意暴露於危險中(但嘗試拯救人命除外),或因沒有遵守醫療意見而發生的任何損害;
- 22. 任何於等候期內出現病徵之危疾(因意外引致的除外);
- 23. 任何於保單生效日、最後復效日或保額增加日(只限保額增加的部分)之前已出現但未有透露之身體或精神狀況的危疾,以較遲者為準;
- 24. 於診斷患上危疾後生存少於七天(因意外引致的除外);或
- 25. 任何與受保危疾無關之測試或治療及非必要的住院。

#### 第五部分 — 終止保障

- 於保單生效期間,我們只要給予三十天的通知期便可終止保單,而書面通知則會寄往保單持有人或你的保險代理最後的地址,我們會按比例退還保費給保單 持有人。所有於終止後收到的付費或保費將不會對我們構成任何責任,但我們會發還這些保費。倘若發生以下一種或以上的情況,我們不需給予通知期便可 即時終止,亦不會退回保費:
  - (a) 保費逾期未繳;
  - (b) 於保單週年日,保單持有人(同時亦為受保人)已不再符合第七部分第二項的資格;
  - (c) 當我們已賠償保單持有人(同時亦為受保人)百分百的危疾保障;
  - (d) 當發現你或你的保險代理有任何欺詐、虛假陳述或隱瞞的成份,此保單即時宣判無效,並喪失所有賠償;或
  - (e) 你或你的保險代理的故意或魯莽的行為或疏忽,導致承保風險的增加。
- 2. 保單持有人只需給予我們不少於三十天的書面通知便可終止保單,保單將於通知期結束後的下月一號生效。只要於保障期內沒有任何索償,我們會按比例退還自取消之日起至保障期最後一天以年繳的保費。
- 3. 個別受保人的保障將根據以下情況而終止:
  - (a) 當個別受保人已不能符合第七部分第二項所述的資格;或
  - (b) 當我們已賠償個別受保人百分百的危疾保障。以年繳方式支付保費的保單將不獲退回任何保費,而以月繳方式支付保費的保單,剩餘月份的任何保費會 從賠償額中扣除。

#### 第六部分 - 索償條款

第六部分的所有條款是作為我們賠償責任的先行條件:

### 1. 索償程序

為了確保及時處理索償,請填妥索償表格(可向我們索取表格),並提交有關保障的證明文件。我們會保留索取下列未有提及的其他文件的權利。

- (a) 醫療報告;
- (b) 警方的報告(如有);
- (c) 死亡證明書(如有);
- (d) 驗屍報告(如有);
- (e) 單據和收據正本(癌症外科手術治療/飲食或營養療法/健康檢查)。

### 2. 索償通知時間

必須在任何意外或可能引起索償事件發生後的三十天內以書面通知我們。

# 3. 損失證據之表格

當我們接獲通知後,會提供你索償表格作為提交損失證據,倘於十五天內仍未收到,你會被視為已遵守本保單的規定於限期內提交損失證據,而我們所需之任何證書、資料及證據的費用概由你負責。

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#### 4. 充足的通知期

倘若你或你的代表已通知我們或我們代理有關的索償,並提供足夠資料以證明你的身份,會被視為已通知了我們。若有合理的原因不能於限期內通知我們,但已 盡可能於限期後立即通知,則不會令索償失效。

#### 5. 損失證據之提交時間

損失證據必須於損失日期後九十天內提交,若有合理的原因不能於限期內通知我們有關的索償申請,則損失證據要在合理可行的情况下盡快提交,以損失日期後 一年內為限。

#### 法律限制

倘本保單內所載有關呈交索償申請或損失證據之期限少於香港法例所允許之期限,則本保單將依法例延長至最低限度的期限。

#### 7. 身體檢查及治療

於處理賠償申請時,我們有權隨時要求你作身體檢查。倘若身故,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取得及遵從註冊醫生之建議,我們對於你不聽取及遵從該建議及沒有依法使用裝置或服用藥物而導致的後果不會負上任何責任。如果我們認為你提供的醫療報告有所不足,我們可以指派註冊醫生進行醫學檢查。

#### 8. 索償之欺騙

倘若你或你的代表人在索償中存有任何欺詐的成份,保單便會即時終止,而所有索償均會作廢。

### 9. 賠償金支付時間

當接獲所需的損失證據後,我們將立即作出賠償,但定期的賠償則除外。

#### 10. 賠償金之受益人

賠償金將付予受保人。倘若身故,賠償金將付予受保人的合法遺產承繼人。若受保人在獲得賠償時年齡不足十八歲,有關索償將會支付給保單持有人。

#### 11. 保單條款之遵從

沒有遵從本保單的任何條款,所有索償申請均不獲接納。

#### 12. 追討之權利

若我們賠償了不在保障範圍內或已超過保額的醫療索償,我們會保留追討你有關賠償金額之權利。

### 13. 代位索償

倘若我們已向受保人作出賠償,便可取代其向有關人士或機構追討賠償,而受保人必須依法提供法律文件和證件以確保能執行此項權利,受保人亦不得採取任何 行動以損害這些權利。

### 14. 法律訴訟

依據本保單的規定,提交書面損失證據後的六十天內不得進行法律訴訟以求賠償,亦不能於要求提交書面損失證據三年後進行訴訟。

#### 第七部分 - 一般條件

#### 1. 完整的保險契約

此保單、保障表、投保書、附文、批註及附加文件(如有者)均為本保險契約的一部分。保單持有人未有作出的陳述,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。任何代理均無權更改或刪除保單內的任何條款,所有更改需由我們同意並簽發批註後,方為有效。

### 2. 受保人之年齡及資格限制

本保單提供保障予:(a) 成年人 — 投保年齡為十八至五十歲,可續保至六十九歲,所有保障將於你七十歲生日後的週年日終止;(b) 小童 — 年齡由六個月至十七歲,所有保障將於受保小童十八歲生日後的週年日終止。

你必須是持有有效香港身份證的香港公民或居民,並且每年在香港居住不少於一百八十天。對於未持有香港身份證的受保子女,可以香港出世紙或來港居留的家屬簽證代替。

### 3. 年齡或性別錯誤陳述

若你的年齡或性別被錯誤陳述,我們會按正確年齡或性別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或性別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上任何承保責任。

#### 4. 重複保險

你只能受保於一份我們簽發的危疾保險保單,若有多份我們簽發的保單:

- (a) 你只可受保於其中一份提供最高保額之保單;或
- (b) 若保額相同,你只可受保於我們最早簽發之保單。

無論如何,剩餘的保單將被視為從未生效,我們將會從保單生效日起計,向你退回所有已收妥之保費(不計利息),而我們將不就有關保單向你負上任何責任。此 外,我們保留在上述任何一種情况下更改執行方式的權利。

### 5. 保費繳付

- (a) 本保單為年度保單,你可以月繳或年繳方式支付保費。首次的保費是在保單生效日到期,往後的保費都是在每月一號或保單週年日到期,除非我們與保單持 有人同意以其他方法繳付保費,否則保單持有人應在保費到期前利用電子繳費支付。如保費到期未繳,保單會於保費到期日終止,除非能在以下所述的保單 寬限期內繳付。
- (b) 本保單採用水平式收費,保費以保單生效日時保單持有人之年齡計算,續保保費不會隨年齡增長而遞增。但我們保留變更或調整保費表之權利,若保費有任何改動,我們將於週年日前三十天向你發出書面通知。

### 6. 保單寬限期

保單週年日後的三十一天為繳付保費之寬限期,在此限期內保單仍繼續生效,如未能於此限期內繳付保費,保單會於保費到期之日失效。

#### 7. 現況轉變

如你在投保書內所提供之資料有任何轉變,你必須通知我們,否則我們有權拒絕或令賠償失效。

#### 3. 更改保障計劃

你可於保單週年日前三十天提交書面申請更改保障計劃。若提升至較大保額的保障計劃,你必須重新投保,而保費將根據你已屆年齡計算,而「受保前已存在之狀況」會於申請生效之日恢復;若更改至較低保額的保障計劃,保費將根據你現有保單生效日的投保年齡計算。

本保單的權益轉讓不會對我們構成任何約束力,除非位於香港灣仔港灣道 18 號中環廣場 19 樓 1901 室的 Starr International Insurance (Asia) Limited 已收到有關轉讓的正本或副本文件,並作出批註。我們不會對該轉讓的有效性承擔責任,任何章程,憲法或法律的條款均不可作為保單索償的抗辯,除非有關的條款已詳細列於本保單內。

# 10. 保單之復效

倘保費到期未繳以致保單失效,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,而保單彷於復效日重新開始,因此受保前已存在之狀況將 會再度執行。

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#### 11. 筆誤

根據保單的條款及適用的法例,我們的筆誤不會令生效的保險因而失效,或令失效的保險因而生效。

#### 12. 私隱條例

倘若我們已獲得你的同意,我們便可以保留、使用及透露所收集或持有的個人資料予我們相關之個人/機構或任何被選定的第三方(在本港或海外),用作處理本保單的索償申請,及提供本保單的售後服務,我們會與他/她聯絡以便提供其他財務產品及服務、直接營銷、資料核對等目的。倘若我們已獲得你的同意,我們便可以通過傳真、電郵、郵寄、電話營銷和/或其他通訊方式直接推廣我們的產品或服務,而且同意我們可能使用或透露其個人資料予第三方作直銷的目的。假若在你同意後欲停止接收任何直銷材料或來電,或想向我們查閱及/或更改其個人資料,可致函香港灣仔港灣道十八號中環廣場十九樓一九零一室之個人資料管理員辦理。

#### 13. 自動續保條款

自保單生效日起,保單的有效期最長為一年,我們可以酌情決定每年給與續保,並且保留調整保費、保障、條款及條件的權利,但會於續保前三十天以書面通知。除非保單已根據第五部分被終止,又或保單持有人或我們於週年日之前至少三十天發出不續保的書面通知,否則本保單會按照條款自動續保一年。

#### 14. 法例監管

本保單受香港法例之約束。

#### 15. 外國制裁

根據保單條款,除非我們通過背書特別限制,或於本保單生效時或之後的任何時間內,提供有關保險保障將違反任何適用於我們的貿易禁令或制裁,而被法律或法規所禁止;或因本保單的受保人或任何受益人是被美國的「財政部海外資産控制辦公室」(OFAC)指定為「特別指定國民」(SDN),否則本保單適用於世界任何地方。當我們所提供之保險保障是合法的,但支付一個有效的索償將有可能違反任何(包括但不限於OFAC及/或美國商務部)的貿易禁令或制裁的情況下,我們將會採取合理的措施去獲得授權以支付有關賠償。若任何貿易或經濟制裁的法律、法規或指令,或其他法律、法規禁止我們提供保險服務,本保單便不適用。在此類禁令適用下,保險保障不能生效,有關保障利益不被提供,我們將不再承擔任何責任,本保單從開始便告失效。

# 16. 第三者權利

任何不是本保單某一方的人士或實體,不能根據《合約(第三者權利)條例》(香港法例第623章)強制執行本保單的任何條款。

茲證明本保單經由 Starr International Insurance (Asia) Limited 在香港發行。

(此中文譯本乃供參考之用,如有異議,均以英文為準)