

# Cancer Benefit

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

## 1. Definitions

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

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

The following cancers are excluded:

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

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

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

- (a) Infection through a blood transfusion provided that all of the following conditions are met and are proved to the Company’s satisfaction:
  - The Life Insured does not suffer from Thalassaemia Major or Haemophilia;
  - Proof of sero-conversion from HIV negative to HIV positive occurring during the one-hundred and eighty (180) days after the documented blood transfusion. This proof must include a negative HIV antibody test conducted within five (5) days of the blood transfusion;

- The blood transfusion was medically necessary or given as part of a medical treatment;
  - The blood transfusion was received in Hong Kong SAR after the Issue Date, Policy Effective Date or effective date of last reinstatement, whichever is the latest; and
  - The source of the infection is established to be from an Institution which is legally allowed to carry out blood transfusion, that provided the blood transfusion and the Institution is able to trace the origin of the HIV tainted blood.
- (b) Infection resulted from an Accident occurring after the Issue Date, Policy Effective Date or effective date of last reinstatement, whichever is the latest, whilst the Life Insured was carrying out the normal professional duties of his or her occupation in Hong Kong SAR, provided that all of the following conditions are met and are proved to the Company's satisfaction:
- Proof that the Accident involved a definite source of the HIV infected fluids;
  - Proof of sero-conversion from HIV negative to HIV positive occurring during the one-hundred and eighty (180) days after the documented Accident. This proof must include a negative HIV antibody test conducted within five (5) days of the Accident;
  - HIV infection resulting from any other means including sexual activity and the use of intravenous drugs is excluded; and
  - The occupation of the Life Insured, at the time of Accident, is a Registered Medical Practitioner, housemen, medical student, registered nurse, medical laboratory technician, dentist (surgeon and nurse) or paramedical worker, working in medical centre or clinic in Hong Kong SAR.

For the purpose of this definition, "Cure" means any treatment that renders the HIV inactive or non-infectious.

**"Institution"** means (i) a medical institution where sick or injured people are given medical or surgical care; and (ii) a medical establishment run by a group of Registered Medical Practitioners.

**"Pre-existing Condition"** means any condition or illness:

- which existed or was existing; or
- where its cause existed or was existing; or
- where the Life Insured had knowledge, signs or symptoms of the condition or illness; or
- where any laboratory test or investigation showed the likely presence of the condition or illness.

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

For the definition of "Registered Medical Practitioner" under "HIV Due to Blood Transfusion and Occupationally Acquired HIV", "Registered Medical Practitioner" does not exclude the Life Insured.

## 2. Cancer Benefit

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- (a) Subject to all the terms herein, if the Life Insured is diagnosed by a Registered Medical Practitioner as suffering from any Cancer as defined, we will pay the Protection Amount of Cancer Benefit as defined and stated in Policy Schedule.
- (b) Diagnosis of a Cancer for the purpose of claiming Cancer Benefit must fulfill the terms and conditions for the Cancer and the Life Insured has survived for no less than fourteen (14) days following the diagnosis of Cancer.
- (c) Upon the payment of the Cancer Benefit, this benefit will automatically terminate and the Company's liability under this Supplementary Benefit shall be discharged.

## 3. Exclusions

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No benefit is payable under this Supplementary Benefit for any Cancer resulting directly or indirectly from, or caused or contributed by, in whole or in part, or in the presence of any of the following:

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

No benefit is payable under this Supplementary Benefit for activities or diseases or illnesses excluded for the benefit shown on the Policy Endorsement (where applicable) which forms part of this Supplementary Benefit.

## 4. Premiums

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

## 5. Reinstatement

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If this Supplementary Benefit has lapsed due to non-payment of premium under Clause 4(a) above, you may apply to reinstate this Supplementary Benefit within one year from the date of lapse. To reinstate this Supplementary Benefit, we may require from you:

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

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

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

## 6. Claims

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- (a) A claim must be made within ninety (90) days of the Life Insured becoming aware that he is suffering from Cancer and whilst this Policy is in force. If the claim is not made within the time specified, we will not be liable to pay any benefit under this Policy unless it is shown that it was not reasonably practicable to make such a claim, and that the claim was made as soon as was reasonably practicable. We will process the claims one after another according to the timing when we have actually received the claims. Claims made under "HIV Due to Blood Transfusion and Occupationally Acquired HIV" are subject to additional requirements as set out in Clause 6(c) below.
- (b) Proof of occurrence of the Cancer must be provided by the Life Insured or Policyholder in the form of medical report from the appropriate Registered Medical Practitioner as agreed by us and confirmatory result from medical investigations acceptable to us including but not limited to clinical, radiological, histological, and laboratory evidence. We reserve the right to require the Life Insured to undergo an examination or other reasonable and appropriate tests to confirm the occurrence of the Cancer at the cost of the Policyholder. If the Life Insured is diagnosed by the Registered Medical Practitioner in the mainland China as suffering from Cancer, medical evidence proof that is satisfactory to us must be provided by a Designated Mainland China Hospital.
- (c) Where a Cancer Benefit claim is made in reliance on the "HIV Due to Blood Transfusion and Occupationally Acquired HIV" exception referred to in Clause 3(d), the claimant must also satisfy the following requirements on notice and documentary proof:
  - (i) where the HIV infection is due to blood transfusion, the policyholder shall provide the following to the Company to its satisfaction:
    - notification in a prescribed form within thirty (30) days of the blood transfusion leading to infection with HIV;
    - evidence of negative HIV antibody test conducted within five (5) days of the relevant blood transfusion;
    - provide within six (6) months of the relevant blood transfusion, documents the Company may request to satisfy that the conditions stated in the definition of "HIV Due to Blood Transfusion and Occupationally Acquired HIV" are met; and
    - any other documents the Company may reasonably request.

(ii) where the HIV infection is acquired in an Accident in the course of work as stipulated in the definition of "HIV Due to Blood Transfusion and Occupationally Acquired HIV", the policyholder shall provide the following to the Company to its satisfaction:

- notification in a prescribed form within thirty (30) days of the Accident at work place leading to infection with HIV;
- evidence of negative HIV antibody test conducted within five (5) days of the Accident;
- provide within six (6) months of the relevant Accident, documents the Company may request to satisfy that the conditions stated in the definition of "HIV Due to Blood Transfusion and Occupationally Acquired HIV" are met; and
- any other documents the Company may reasonably request.

If the documentary evidence is acceptable and satisfactory, the Company will retain the records and use the same to assess the validity of any future Cancer Benefit claim when it arises (without prejudice to the rights of the Company to retain any and all documents and/or documentary evidence submitted to the Company).

## 7. Termination

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

- (a) if whenever applicable, this Policy terminates, expires, lapses, is surrendered in accordance with the relevant provisions of this Policy; or
- (b) the Benefit Cessation Date as stated in Policy Schedule 1; or
- (c) if whenever applicable, this Supplementary Benefit is terminated by us as a result of Clause 3(a); or
- (d) upon the payment of the claimed Cancer pursuant to Clause 2(a).

## 8. Rights of Third Parties

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