

# GUARDIAN PLUS REFUNDABLE CRITICAL ILLNESS PLAN

## Contents

<b>1</b>	<b>DEFINITIONS</b> .....	<b>2</b>
<b>2</b>	<b>GENERAL PROVISIONS</b> .....	<b>4</b>
2.1	The Contract .....	4
2.2	Age and Sex .....	4
2.3	Alterations .....	4
2.4	Incorrect Disclosure or Non-Disclosure .....	4
2.5	Policy Owner.....	5
2.6	Beneficiary .....	5
2.7	Changes of Policy Owner and Beneficiary .....	5
2.8	Assignment .....	5
2.9	Freedom from Restriction .....	5
2.10	Incontestability .....	5
2.11	Currency of Payment .....	5
2.12	Notices from the Company.....	6
2.13	Interpretation .....	6
2.14	Cooling-off Period.....	6
2.15	Language.....	6
2.16	Governing Law .....	6
2.17	Contracts (Rights of Third Parties) Ordinance .....	6
<b>3</b>	<b>PREMIUMS AND REINSTATEMENT PROVISIONS</b> .....	<b>7</b>
3.1	Payment of Premiums .....	7
3.2	Renewal .....	7
3.3	Grace Period .....	7
3.4	Reinstatement .....	7
3.5	Non-Participating.....	8
<b>4</b>	<b>BENEFITS PROVISIONS</b> .....	<b>8</b>
4.1	Crisis Benefit .....	8
4.2	Special Disease Benefit.....	8
4.3	Death Benefit.....	9
4.4	Surrender Benefit .....	9
4.5	Maturity Benefit .....	10
4.6	Deduction from Benefits .....	10
4.7	No Interest on Benefits.....	10
<b>5</b>	<b>EXCLUSIONS</b> .....	<b>10</b>
5.1	Suicide .....	10
<b>6</b>	<b>CLAIM PROVISIONS</b> .....	<b>11</b>
6.1	Notice of Claim .....	11
6.2	Proof of Claim .....	11
6.3	Payment of Claim .....	11
6.4	Abandoned Claims.....	11
<b>7</b>	<b>TERMINATION PROVISIONS</b> .....	<b>12</b>
<b>8</b>	<b>OBLIGATION TO PROVIDE INFORMATION</b> .....	<b>12</b>
<b>9</b>	<b>OPTION TO APPLY FOR A NEW REFUNDABLE CRITICAL ILLNESS PLAN</b> .....	<b>13</b>
	<b>Appendix 1: List of Diseases Covered</b> .....	<b>14</b>

## 1 DEFINITIONS

**Accident** – an unforeseen, unexpected, violent, and involuntary external event or contiguous series of events of an accidental and visible nature which is the sole and direct cause of a bodily injury and independently of any other causes (including but not limited to illness or any naturally occurring condition or degenerative process) while this Policy is in force.

**Activities of Daily Living (“ADL”)** – the following activities:

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

**Commencement Date** – the date of premium commencing and the date used for determining the issue age of the Insured and is shown in the Policy Schedule.

**Company** – FWD Life Insurance Company (Bermuda) Limited (incorporated in Bermuda with limited liability).

**Crisis** - a Disease as defined and classified under “Crisis” as set out in “Appendix 1: List of Diseases Covered”. Any diagnosis of a Crisis for the purpose of claiming the Crisis Benefit must fulfil the meaning together with the terms and conditions stated under the heading of that Crisis as set out in the “Appendix 2: Definition of Crisis”.

**Disability Condition(s)** – refer to the condition(s) of a Special Disease.

**Disease(s)** – the Disease(s) covered under this Policy are shown in a table as set out in “Appendix 1: List of Diseases Covered”. Each Disease is further defined in Appendix 2 or Appendix 3.

**Event** – (i) an Accident causing Injury that results in more than one claimable Disability Condition with the date of diagnosis of such claimable Disability Conditions being the same; or (ii) an illness that results in more than one claimable Disability Condition with the date of diagnosis of such claimable Disability Conditions being the same.

**Family Member** – in respect of a person, his / her spouse, children, parents, parents-in-law, brothers or sisters, grandparents, grandchildren, other relatives or legal guardian.

**First Confirmed Diagnosis** – the first time that a diagnosis of a Crisis or Special Disease (as the case may be) is made by a Medical Practitioner and confirmed by histopathological and / or cytopathological patterns and / or radiological tests, blood tests and / or other laboratory tests results. Date of diagnosis of a Crisis or Special Disease suffered by the Insured will be the day when tissue specimen, culture, blood specimen or any other laboratory investigation upon which the diagnosis is determined is first taken from the Insured. For Cancer, Carcinoma-in-situ or Early Stage Malignancy of Specific Organs, a diagnosis based on history, physical and radiological findings only will not meet the standards of diagnosis required by this Policy.

**First Symptoms** – Any condition or illness or any of its direct causes in respect of an Insured, where the Insured and / or the Policy Owner was aware or should reasonably have been aware of signs or symptoms of the condition or illness, or where any laboratory test or investigation showed the likely presence of the condition or illness.

**Hong Kong** – the Hong Kong Special Administrative Region of the People’s Republic of China.

**Independent Person** – a person other than (a) the Policy Owner or the Insured; (b) Family Member of the Policy Owner or the Insured; (c) a business partner of the Policy Owner or the Insured; (d) the employer or employee of the Policy Owner or the Insured; (e) an insurance agent of the Company; or (f) an insurance representative of the Policy Owner or the Insured, unless approved in advance by the Company in writing.

**Initial Sum Insured** – the amount shown on the Policy Schedule as the “Sum Insured” when this Policy is issued, which forms the basis for calculation of the Crisis Benefit and Special Disease Benefit. For the avoidance of doubt, any payments made under this Policy will not affect the Initial Sum Insured.

**Injury** – bodily damage to the Insured caused solely and directly by an Accident that occurs while this Policy is in force.

**Insured** – the person as shown on the Policy Schedule as the “Insured”.

**Medical Practitioner** – an Independent Person who is licensed and registered under the Medical Registration Ordinance of Hong Kong or otherwise with equivalent qualifications and legally authorized to practice western medical and surgical services in accordance with the laws of the location where the relevant Disease is diagnosed and who is acceptable to the Company.

**Medically Necessary** – a medical service, procedure or supply which is necessary and is:

- a) consistent with the diagnosis and customary medical treatment for the Insured’s Disease;
- b) recommended by a Medical Practitioner for the care or treatment of the Insured’s Disease involved and must be widely accepted professionally in Hong Kong as effective, appropriate and essential based upon recognized standards of the health care specialty involved; and
- c) not furnished primarily for the personal comfort or convenience of the Insured or any medical service provider. Experimental, screening and preventive services or supplies are not considered Medically Necessary.

**Maturity Date** – the twentieth (20<sup>th</sup>) Policy Anniversary.

**Policy** – the terms and conditions of this “Guardian Plus Refundable Critical Illness Plan”.

**Policy Anniversary** – the same date each year as the Commencement Date in each succeeding year after the Commencement Date while this Policy is in force.

**Policy Date** – the date when coverage under this Policy becomes effective as shown in the Policy Schedule or the date of reinstatement, whichever is later.

**Policy Schedule** – the policy schedule attached to this Policy as amended by way of endorsement issued by the Company from time to time, which contains the policy number of this Policy, the coverage details and other particulars of this Policy.

**Policy Year** – shall mean each twelve (12) month period from the Commencement Date.

**Specialist** – a Medical Practitioner who is commonly recognised in the medical profession as a specialist in the medical specialty in respect of the relevant illness of the Insured.

**Special Disease** – a Disease as defined and classified under “Special Disease” as set out in the “Appendix 1: List of Diseases Covered”. Any diagnosis of a Special Disease for the purpose of claiming the Special Disease Benefit of the Policy must fulfil the meaning together with the terms and conditions stated under the heading of that Special Disease as set out in the “Appendix 3: Definition of Special Disease”.

**Total Premiums Paid** – the sum of the premiums due and paid as at the relevant date.

## **2 GENERAL PROVISIONS**

### **2.1 The Contract**

This Policy is issued in consideration of the application and payment of premiums as set out in the Policy Schedule. The application for this Policy, any medical evidence, written statements and declarations furnished as evidence of insurability, any supplements and the Policy documents (including but not limited to the Policy Schedule and the documents referred hereto) constitute the entire contract.

All statements made by or for the Insured and/or the Policy Owner shall be considered representations and not warranties.

### **2.2 Age and Sex**

This Policy is issued at the Insured's age on the next birthday following the Commencement Date as set out in the Policy Schedule. If the age or sex of the Insured was misstated in the application for this Policy, the Company shall have the right to:

1. collect the premium shortfall with interest and any additional insurance levy that may be required if the premiums paid are less than the premiums that should have been paid for the correct age or sex; or
2. refund the excess premium and insurance levy without interest if the premiums paid are more than the premiums that should have been paid for the correct age or sex.

If the Insured's correct age when the Policy was issued is outside the age range pursuant to the Company's underwriting rules, this Policy shall be void from the outset and the Company shall send a notice to the Policy Owner at his / her last known address. The Company will refund to the Policy Owner the total premium and insurance levy paid under the Policy as at the date of such notice without interest, less any benefit paid under this Policy.

In addition to the above, Policy Owner must provide a copy of his / her identification document to the Company within 30 days of the Policy Date. If Policy Owner does not provide this document within this 30 days, the Company will suspend the Policy and cease any further transactions. If the identification document has still not been provided within 90 days of the Policy Date, the Company will cancel the Policy and treat it as having never existed, and will refund any premium and insurance levy paid, without interest, after deducting any benefits that may have been paid.

### **2.3 Alterations**

No alterations in the terms and conditions and provisions of this Policy shall be valid unless it is in a written endorsement to this Policy issued by the Company. No agent or other persons shall have the authority to change or waive any provision of this Policy.

### **2.4 Incorrect Disclosure or Non-Disclosure**

Incorrect disclosure or non-disclosure of any material facts which, in the Company's opinion, may affect the Company's risk assessment, including but not limited to, age, gender and other material facts declared on the relevant application form or otherwise provided in the Policy application process, may render this Policy void from the Policy Date, unless the Company confirms otherwise in writing. The Company's liability shall be limited to the amount of total premiums paid and total insurance levy paid without interest, less any benefit which has been paid under this Policy.

## **2.5 Policy Owner**

The Policy Owner is the person designated in the Policy Schedule. Only the Policy Owner can exercise all rights, privileges and options provided under this Policy while the Insured is alive and this Policy is in force.

Notwithstanding anything contained in this Policy, if the Policy Owner holds this Policy in trust for the Beneficiary by virtue of an express trust, any rights, privileges and options to be exercised by the Policy Owner shall be deemed to be exercised by the Policy Owner with the consent of the Beneficiary and exercised for the sole benefit of the Beneficiary.

## **2.6 Beneficiary**

The Beneficiary is the person or persons entitled to the proceeds of this Policy upon the death of the Insured. During the lifetime of the Insured, a Beneficiary has no right to deal in any way with this Policy.

Such proceeds of this Policy shall be paid to the nominated Beneficiary or, if there is no nominated Beneficiary, to the Policy Owner or, if the Policy Owner is deceased, to the appointed executor(s) or administrator(s) of the Policy Owner's estate, as the case may be.

The interest of any joint Beneficiary who predeceases the Insured shall accrue to the surviving Beneficiaries in such proportion as they are nominated and if no nomination equally. If no nominated Beneficiary survives the Insured, the proceeds of this Policy upon the death of the Insured shall vest in the Policy Owner or, if the Policy Owner is deceased, to the appointed executor(s) or administrator(s) of the Policy Owner's estate, as the case may be.

If any Beneficiary dies simultaneously with the Insured, the proceeds of this Policy shall, unless otherwise provided in the application or in a written request, be paid to the same payee or payees and in the same manner as if the person who is older by age had died before the person who is younger by age.

## **2.7 Changes of Policy Owner and Beneficiary**

The Policy Owner may, while the Insured is alive and this Policy is in force, change the Policy Owner or the Beneficiary of this Policy by filing written request satisfactory to the Company. The change will only occur from the date the Company receives all information requested.

## **2.8 Assignment**

Notwithstanding anything to the contrary in this Policy, this Policy or the benefits hereunder cannot be assigned by the Policy Owner.

## **2.9 Freedom from Restriction**

Unless otherwise specified, this Policy contains no restrictions upon the Insured in respect of travel, residence, or occupation.

## **2.10 Incontestability**

This Policy shall be incontestable after it has been in force during the lifetime of the Insured for two (2) years from the Policy Date, except if there has been fraud or non-payment of premium.

## **2.11 Currency of Payment**

All amounts payable either to or by the Company shall be payable in the Currency specified in

the Policy Schedule.

#### **2.12 Notices from the Company**

Any notice to be given under this Policy will be sent to the latest address of the Policy Owner as notified to the Company, and will be deemed to have been received by the Policy Owner 48 hours after posting.

#### **2.13 Interpretation**

Throughout this Policy, where the context so admits, words embodying the masculine gender shall include the feminine gender, and words indicating the singular case shall include the plural and vice-versa.

Should any conflict arise in respect of the interpretation of any provisions in this Policy and any other material otherwise produced by the Company, then the provisions of this Policy shall prevail.

#### **2.14 Cooling-off Period**

The Policy Owner has the right to cancel this Policy by notice and obtain a full refund of any premium(s) paid by you and insurance levy paid by you without any interest, by giving a written notice to the Company. Such notice must be signed by the Policy Owner and received directly by the Company within 21 calendar days immediately following either the day of delivery of the policy or a Cooling-off Notice to you or your nominated representative, whichever is the earlier as specified by cooling-off period principles set out by the Hong Kong insurance regulator. No refund can be made if a claim payment under the policy has been made prior to your request for cancellation.

#### **2.15 Language**

This Policy appears in the Chinese and English languages. In the event of any conflict between these two versions, the English language version shall govern and prevail.

#### **2.16 Governing Law**

This Policy shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

#### **2.17 Contracts (Rights of Third Parties) Ordinance**

The Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) does not apply to this Policy, and only the Company and the Policy Owner or their authorized representatives can enforce the terms of this Policy.

### **3 PREMIUMS AND REINSTATEMENT PROVISIONS**

#### **3.1 Payment of Premiums**

The premium amount is specified in the Policy Schedule. Premiums are payable until the date as specified in the Policy Schedule. They shall be paid on a monthly or yearly basis or with such other frequency as the Company permits. Premiums once paid are fully earned. Premium due dates, Policy Anniversaries and Policy Years are determined from the Commencement Date as shown in the Policy Schedule. The first premium is due on the Commencement Date. In the event that the first premium is not paid within thirty (30) days from the Commencement Date, this Policy shall be deemed null and void, and the Company shall not be liable to pay any benefit under this Policy.

After payment of the first premium, failure to pay a premium on or before its due date shall constitute default in payment of premium.

#### **3.2 Renewal**

This Policy shall be automatically renewed at each Policy Anniversary for another Policy Year until the Maturity Date based on the then terms and conditions of this Policy, provided that premiums under this Policy are paid when due. The premium rates for each renewal are not guaranteed and subject to change at the sole discretion of the Company.

#### **3.3 Grace Period**

The Company shall allow a Grace Period of thirty (30) days after the premium due date for payment of each premium after the first premium. If a premium is still unpaid at the expiration of the Grace Period, this Policy shall cease to be in force from the date of the first unpaid premium without prejudice to any claim arising prior to the date the Policy ceases to be in force. Any due and unpaid premium and outstanding insurance levy shall be deducted from any benefit otherwise payable.

#### **3.4 Reinstatement**

Within one (1) year from the date of a default in payment of premium pursuant to which this Policy was terminated, this Policy may be reinstated at the Company's absolute discretion, provided that the Insured is still alive and insurable by the Company's underwriting rules.

Subject to the terms of this Policy and the Company's rules and regulations from time to time, the Policy Owner may apply for reinstatement of this Policy if:

1. a written application for reinstatement is furnished to the Company; and
2. the Policy Owner provides evidence of insurability satisfactory to the Company that the Insured is insurable on the same basis as when this Policy was issued; and
3. the Policy Owner pays all the unpaid premiums with interest (at a rate determined by the Company from time to time), any outstanding insurance levy and any surrender benefit received from the date of the default in payment of premium.

The Policy will be reinstated only from such date as notified in writing by the Company ('date of reinstatement'). No coverage is provided under this Policy during the period starting from the date on which the Policy lapses and ending on the date of reinstatement.

### 3.5 Non-Participating

This Policy is non-participating and shall not share in the divisible surplus of the Company's life insurance funds.

## 4 **BENEFITS PROVISIONS**

While this Policy is in force and subject to the terms, conditions, exclusions, limitations and restrictions contained in this Policy (including any attached endorsements), the Company will, upon receipt of due proof and the Company's approval, pay the benefit(s) in accordance with these Benefit Provisions.

The Company will pay the Crisis Benefit or Special Disease Benefit only where the First Symptoms appear, the condition occurs and the diagnosis or surgery relating to the relevant Disease occurs after the first ninety (90) days from the Policy Date. This first ninety (90) days limitation does not apply if any Disease is solely and directly caused by an Accident and independently of any cause.

### 4.1 Crisis Benefit

While this Policy is in force, if the Insured has the First Confirmed Diagnosis of a Crisis and survives for a period of at least fourteen (14) days from the date of First Confirmed Diagnosis of such Crisis, the Company shall pay to the Policy Owner the Crisis Benefit equivalent to the higher of the following:

- Initial Sum Insured; or
- HK\$ 4,800 or US\$ 600 (in the case of Hong Kong dollar and United States dollar denominated Policies respectively) and one hundred percent (100%) of the Total Premiums Paid on the date the Insured has the First Confirmed Diagnosis of such Crisis.

For the avoidance of doubt, if the Insured dies on or before the fourteenth (14<sup>th</sup>) day from the date of First Confirmed Diagnosis of such Crisis, the Company will only pay beneficiary the Death Benefit.

### 4.2 Special Disease Benefit

While this Policy is in force, if the Insured has the First Confirmed Diagnosis of a Special Disease, the Company shall pay to the Policy Owner an additional benefit of fifteen percent (15%) of the Initial Sum Insured in respect of that Special Disease. This additional benefit is payable for three (3) times at maximum under this Policy while the Policy is in force. Payment of this additional benefit does not affect the amount payable by other benefits under this Policy.

Each Special Disease can be claimed once only under this Policy, except the following:

- a) Carcinoma-in-situ and/or Early Stage Malignancy of Specific Organs

A maximum of two (2) claims for Special Disease Benefit can be made for the following Special Diseases in total under the Policy :-

- (i) Carcinoma-in-situ; and
- (ii) Early Stage Malignancy of Specific Organs.

To be eligible for the second claim, the claim must be a carcinoma-in-situ or early stage malignancy of one of the covered organs (as defined and classified under the "Appendix 3: Definition of Special Disease") that is different from the organ(s) of the previous claim for the Special Disease Benefit (for which benefit has been paid). If the relevant covered organ has both a left and a right component (such as, but not limited to, the lungs or breasts), the left side and right side of the organ shall be considered one and the same organ.



For those organs with both left and right components (such as, but not limited to, the lungs or breasts), the left component and right component of the organ shall be considered as one and the same organ ("Paired Organ"). If more than one Disability Condition is diagnosed in any component of a Paired Organ on the same date, though they may exist in different stages, conditions or forms, the Company will only pay one benefit for the Disability Condition for which the highest benefit amount is payable.

b) Angioplasty of Coronary Artery

A maximum of two (2) claims for Special Disease Benefit can be made in respect of Angioplasty of Coronary Artery under the Policy, provided that the second claim for Special Disease Benefit has fulfilled the relevant additional condition(s) and / or requirement(s) as set out in the respective definitions of Angioplasty of Coronary Artery under the "Appendix 3: Definition of Special Disease".

If more than one Disability Condition is diagnosed as arising from the one Event, though they may exist in different stages, conditions or forms, the Company will only pay one benefit for the Disability Condition for which the highest benefit amount is payable.

**4.3 Death Benefit**

Subject to Clause 5.1, if the Insured dies before the Maturity Date while the Policy is in force, the Company shall, upon receipt of due proof of the death and any other documents as required by the Company, pay to the Beneficiary an amount equivalent to the sum of HK\$ 4,800 or US\$ 600 (in the case of Hong Kong dollar and United States dollar denominated Policies respectively) and one hundred percent (100%) of the Total Premiums Paid as at the date of Insured's death under this Policy.

**4.4 Surrender Benefit**

While the Policy is in force and the Insured is alive, if the Policy Owner surrenders this Policy before the Maturity Date, the Company shall pay the Surrender Benefit which is expressed as a percentage of the Total Premiums Paid under this Policy up to the date of surrender (such date is determined in accordance with the Company's applicable rules and regulations in relation to Policy surrender), as set out below:

<b>Surrender during Policy Year</b>	<b>% of Total Premiums Paid</b>
1st	0%
2nd	0%
3rd	10%
4th	20%
5th	30%
6th	40%
7th	50%
8th	60%
9th	70%
10th	75%
11th	80%
12th	82%
13th	84%
14th	86%

<b>Surrender during Policy Year</b>	<b>% of Total Premiums Paid</b>
15th	88%
16th	90%
17th	92%
18th	94%
19th	96%
20th	98%

#### **4.5 Maturity Benefit**

While the Policy is in force and the Insured is alive on the Maturity Date, subject to the terms of this Policy, the Company shall pay to the Policy Owner one hundred percent (100%) of the Total Premiums Paid under this Policy.

#### **4.6 Deduction from Benefits**

Any outstanding premiums and insurance levy related to this Policy and other amounts due to the Company under this Policy will be deducted from any and all benefits when payable under this Policy.

#### **4.7 No Interest on Benefits**

The benefits payable under this Policy shall not carry any interest.

### **5 EXCLUSIONS**

This section applies only to Crisis Benefit and Special Disease Benefit.

This Policy shall not cover any loss / claim directly or indirectly caused by or resulting from any of the following:

1. Human Immunodeficiency Virus (HIV) related illness, including Acquired Immunization Deficiency Syndrome (AIDS) and / or any mutations, derivations or variations thereof, which is derived from an HIV infection (Except "HIV due to Blood Transfusion" and "Occupationally Acquired HIV" as defined under "Appendix 2: Definition of Crisis").
2. Intentional self-inflicted injury or attempted suicide, while sane or insane and while intoxicated or not.
3. The participation in any criminal event.
4. Any condition arising out of consumption of poisoning drugs, psychiatric drug, drug abuse, alcohol abuse, abuse of solvents and other substances unless prescribed by a Medical Practitioner for treatment.

#### **5.1 Suicide**

If the Insured dies by suicide, whether sane or insane, within thirteen (13) calendar months from the Policy Date, the Company's liability shall be limited to the amount equal to the premiums paid without interest, less any outstanding insurance levy and any benefit which has been paid under this Policy.

## **6 CLAIM PROVISIONS**

### **6.1 Notice of Claim**

Written notice of any claim for Death Benefit, Crisis Benefit and Special Disease Benefit must be given to the Company within thirty (30) days (and in any case no later than six (6) months) from the date of death of the Insured or the date of the First Confirmed Diagnosis of such respective Crisis or Special Disease. Any claims for Death Benefit, Crisis Benefit and Special Disease Benefit received after the said six (6)-month period shall not be accepted, unless the Company in its sole discretion decides otherwise.

### **6.2 Proof of Claim**

Upon receipt of a notice of claim, the Company shall provide the claimant with such forms as it requires for filing proof of claim.

Written proof satisfactory to the Company must be given to the Company within ninety (90) days after the time the proof is required or as soon thereafter as is reasonably possible, and in no event, except in the absence of legal capacity, later than six (6) months from the time the proof is required.

All certificates, information and evidence required by the Company shall be furnished at the expense of the claimant.

The Insured shall, at the Company's request and expense, submit to a medical examination by a Medical Practitioner designated by the Company in the Hong Kong Special Administrative Region, when and so often as the Company may reasonably require.

### **6.3 Payment of Claim**

The benefits of this Policy shall be payable to the Policy Owner or the nominated Beneficiary or any other person who is entitled to the benefits under this Policy, as the case may be, whose receipt shall constitute a sufficient discharge of all the Company's obligations under this Policy in respect of such benefit and conclusive evidence that the relevant claims under this Policy have been duly satisfied.

### **6.4 Abandoned Claims**

If the Company declines any claim under this Policy and the Policy Owner does not initiate any legal action in respect of such claim within twelve (12) calendar months from the date of such decline, the claim for all purposes shall be deemed abandoned and shall not be recoverable afterwards.

## **7 TERMINATION PROVISIONS**

This Policy shall terminate on the earliest of the following:

1. The death of the Insured; or
2. The Maturity Date; or
3. The date of the Insured having the First Confirmed Diagnosis of a Crisis that leads to the payment of Crisis Benefit, and provided that the Insured survives for a period of at least fourteen (14) days from the date of First Confirmed Diagnosis of such Crisis; or
4. The date of Policy surrender. Such date is determined in accordance with the Company's applicable rules and regulations in relation to Policy surrender (To surrender the Policy, the Policy Owner needs to send the Company a completed surrender form or by any other means acceptable by the Company); or
5. On the premium due date, if the Policy Owner has not paid the premium within the Grace Period.

## **8 OBLIGATION TO PROVIDE INFORMATION**

The Policy Owner acknowledges that the Company and/or its affiliates are obliged to comply with legal and/or regulatory requirements in various jurisdictions as promulgated and amended from time to time, such as the United States Foreign Account Tax Compliance Act, and the automatic exchange of information regime ("AEOI") followed by the Inland Revenue Department (the "Applicable Requirements"). These obligations include providing information of clients and related parties (including personal information) to relevant local and international authorities and/or to verify the identity of its clients and related parties. In addition, the Company's obligations under the AEOI are to:

1. identify accounts as non-excluded "financial accounts" ("NEFAs");
2. identify the jurisdiction(s) in which NEFA-holding individuals and NEFA-holding entities reside for tax purposes;
3. determine the status of NEFA-holding entities as "passive NEFs" and identify the jurisdiction(s) in which their controlling persons reside for tax purposes;
4. collection information on NEFAs which is required by various authorities; and
5. furnish this information to the Inland Revenue Department.

Policy Owner has to provide a copy of his/her identification document to the Company within 30 days from the Policy Date, otherwise this Policy will be suspended and refrained from carrying out further transactions. The Policy Owner agrees that from time to time the Company shall have the right to request from the Policy Owner, and disclose to relevant authority(ies), various information about the Policy Owner, the Beneficiary and this Policy as required under Applicable Requirements for the following purposes:

1. for the Company to issue this Policy to the Policy Owner;
2. for the Company to provide benefits available to the Policy Owner and / or the Beneficiary under the terms of this Policy; and / or
3. for this Policy to remain in force in accordance with its terms.

In addition, the Policy Owner agrees to notify the Company in writing within 30 days if there is any change to any of the information previously provided to the Company that relates to the Company's legal obligations under this clause (whether at time of application or at any other time).

If the Policy Owner does not provide such information within the time period as reasonably requested by the Company, notwithstanding any other provisions of this Policy, the Company shall be entitled to, to the extent permitted by Applicable Requirements,

1. report this Policy and/or information about the Policy Owner and/or the Beneficiary to relevant authority(ies);

2. terminate this Policy and return to the Policy Owner the surrender value (if any) without interest which shall be calculated pursuant to applicable terms and conditions under this Policy net of any outstanding amounts relating to this Policy; or
3. take any such other action as may be reasonably required including but not limited to making adjustments to the values, balances, benefits or entitlements under this Policy.

Prior to the expiry of such time period and notwithstanding any other provisions of this Policy, the Company shall have the sole discretion to suspend or defer any transaction or provision of any services to the Policy Owner under this Policy, including the payment of any benefit, if any information reasonably requested by the Company under Applicable Requirements remains outstanding.

## **9 OPTION TO APPLY FOR A NEW REFUNDABLE CRITICAL ILLNESS PLAN**

Subject to the then applicable rules and procedures, Policy Owner can choose to apply for another refundable critical illness plan ("New Policy") that the Company then offers without providing further evidence of insurability of the Insured within thirty-one (31) days immediately before or after the Maturity Date, provided that all of the following conditions apply:

- i) This Policy is issued without loading premium and/or additional individual exclusions;
- ii) This Policy remains in force till the Maturity Date;
- iii) The issuance of the New Policy is subject to its availability when this option is exercised;
- iv) Except Maturity Benefit, no benefit has been paid, or is payable under this Policy;
- v) All premiums and insurance levy that are due under this Policy have been paid;
- vi) The Insured's age next birthday is not higher than 65 when the New Policy is issued;
- vii) The terms and conditions of the New Policy (including but not limited to the benefits payable and diseases covered) will be subject to the then applicable policy provision of the New Policy, and may be different from this Policy;
- viii) The issuance of the New Policy will be subject to the terms and conditions as determined by the Company from time to time and at its sole discretion at the time of application, including but not limited to the Company's prevailing rules and regulations (including minimum/maximum issue age and minimum sum insured ) and any maximum aggregated limit prescribed by the Company on the sums insured per Insured under specified critical illness plans; the sum insured of the New Policy should not be higher than the Initial Sum Insured of this Policy;
- ix) The New Policy will become effective on or after the Maturity Date of this Policy if your application is accepted;
- x) The premium of the New Policy shall be determined in accordance with the Insured's age next birthday and the Company's prevailing premiums rate when this option is exercised;
- xi) The Company will pay Special Disease Benefit and Crisis Benefit under the New Policy according to the New Policy's terms and conditions for Diseases which First Symptoms appear and the condition occurs relating to the relevant Disease (the "Covered Disease") after the first ninety (90) days from the Policy Date of this Policy provided that:
  - (i) such Diseases are covered under both this Policy and the New Policy; and
  - (ii) Crisis Benefit and Special Disease Benefit are being provided under the New Policy.
 This first ninety (90) days limitation does not apply if any Disease is solely and directly caused by an Accident and independently of any cause.

For avoidance of doubt, the New Policy shall be void if the First Confirmed Diagnosis of any Covered Disease takes place before the issuance of the New Policy. In such case, the Company's liability under the New Policy shall be limited to the return of total premiums and levy paid under the New Policy without interest and no claims or benefits shall be payable thereunder.

## Appendix 1: List of Diseases Covered

<b>Crises</b>	
<b>Group 1: Cancer</b>	
1. Cancer	
<b>Group 2: Illnesses related to Organ Failure</b>	
2. Aplastic Anaemia	8. Major Organ Transplantation (kidney, heart, small bowel, lung, pancreas, liver, bone marrow)
3. Chronic Liver Disease	9. Medullary Cystic Disease
4. Chronic Lung Disease	10. Occupationally Acquired HIV
5. End Stage Lung Disease (including Chronic Obstructive Lung Disease, Severe Bronchiectasis and Severe Emphysema)	11. Severe Pulmonary Fibrosis
6. Fulminant Hepatitis	12. Severe Systemic Lupus Erythematosus (S.L.E.) with Lupus Nephritis
7. HIV Due to Blood Transfusion	13. Surgical Removal of One Lung
<b>Group 3: Illnesses related to Circulatory System</b>	
14. Cardiomyopathy	20. Heart Valve Surgery
15. Coronary Artery By-pass Surgery	21. Infective Endocarditis
16. Coronary Artery Disease Surgery	22. Kidney Failure
17. Eisenmenger's Syndrome	23. Other Serious Coronary Artery Disease
18. Heart Attack	24. Primary Pulmonary Arterial Hypertension
19. Heart Valve Replacement (with Permanent Device or Prosthesis)	25. Stroke
	26. Surgery to Aorta
<b>Group 4: Illnesses related to Nervous System</b>	
27. Alzheimer's Disease	37. Motor Neurone Disease
28. Apallic Syndrome	38. Multiple Sclerosis
29. Bacterial Meningitis	39. Muscular Dystrophy
30. Benign Brain Tumour	40. Paralysis
31. Blindness	41. Parkinson's Disease
32. Cerebral Aneurysm Requiring Surgery	42. Poliomyelitis
33. Creutzfeld-Jacob Disease	43. Progressive Bulbar Palsy
34. Encephalitis	44. Progressive Muscular Atrophy
35. Loss of Hearing	45. Progressive Supranuclear Palsy
36. Major Head Trauma	46. Severe Myasthenia Gravis
	47. Tuberculous myelitis
<b>Group 5: Other Illnesses</b>	
48. Acute Necrohemorrhagic Pancreatitis	58. Loss of One Limb and One Eye
49. Amputation of Feet due to Complication from Diabetes Mellitus	59. Loss of Speech
50. Chronic Adrenal Insufficiency	60. Major Burns
51. Chronic Relapsing Pancreatitis	61. Necrotizing Fasciitis
52. Coma	62. Pheochromocytoma
53. Crohn's Disease	63. Severe Osteoporosis
54. Ebola	64. Severe Rheumatoid Arthritis
55. Elephantiasis	65. Systemic Sclerosis
56. Loss of Independent Existence	66. Terminal Illness
57. Loss of Limbs	67. Ulcerative Colitis

**Special Diseases**

1. Carcinoma-in-situ (all organs except skin)
2. Early Stage Malignancy of Specific Organs
  - 2.1 Chronic Lymphocytic Leukaemia
  - 2.2 Non Melanoma Skin Cancer
  - 2.3 Prostate
  - 2.4 Thyroid
3. Angioplasty of Coronary Artery
4. Amputation of One Foot due to Complication from Diabetes Mellitus
5. Diabetic Retinopathy
6. Moderately Severe Chronic Lung Disease
7. Moderately Severe Systemic Lupus Erythematosus (S.L.E.) with Lupus Nephritis
8. Severe Central or Mixed Sleep Apnea

Sample

## **Appendix 2: Definition of Crisis**

### **Group 1: Cancer**

#### **1. Cancer**

- (a) Any malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue; or
- (b) Any occurrence of histologically confirmed leukemia, lymphoma or sarcoma.

The following tumours are excluded:

- (i) Tumours showing the malignant changes of carcinoma in situ (including cervical dysplasia CIN-1, CIN-2 and CIN-3) or which are histologically described as pre-malignant;
- (ii) All skin cancers, unless there is evidence of metastases or the tumour is a malignant melanoma of greater than 1.5mm maximum thickness as determined by histological examination using the Breslow method;
- (iii) Prostate cancers which are histologically described as TNM Classification T1 (a) or T1(b), or are of another equivalent or lesser classification;
- (iv) Papillary micro-carcinoma of the thyroid;
- (v) Non-invasive papillary cancer of the bladder histologically described as TaNOM0 or of a lesser classification; and
- (vi) Chronic lymphocytic leukaemia less than RAI Stage I or Binet Stage A-I.

### **Group 2: Illnesses related to Organ Failure**

#### **2. Aplastic Anaemia**

Chronic persistent bone marrow failure which results in anaemia, neutropenia and thrombocytopenia requiring treatment with at least one of the following:

- (a) blood product transfusion;
- (b) marrow stimulating agents;
- (c) immunosuppressive agents; or
- (d) bone marrow transplantation.

#### **3. Chronic Liver Disease**

End stage liver failure with increasing jaundice that in general medical opinion will not improve in future and resulting in either ascites or encephalopathy.

Liver disease secondary to alcohol or drug abuse is excluded.



#### **4. Chronic Lung Disease**

The diagnosis of interstitial fibrosis requiring at least intermittent oxygen therapy and showing consistent reduction in FEV1 of one (1) litre or less under appropriate medication. Diagnosis, severity and test results must be confirmed by a Medical Practitioner.

#### **5. End Stage Lung Disease (including Chronic Obstructive Lung Disease, Severe Bronchiectasis and Severe Emphysema)**

The final or end stage of lung disease, causing chronic respiratory failure, as demonstrated by all of the following:

- (a) FEV1 test results consistently less than one (1) litre;
- (b) Requiring permanent supplementary oxygen therapy for hypoxemia;
- (c) Arterial blood gas analyses with partial oxygen pressures of 55mmHg or less ( $\text{PaO}_2 \leq 55\text{mmHg}$ ); and
- (d) Dyspnea at rest.

The diagnoses must be confirmed by a pulmonologist.

#### **6. Fulminant Hepatitis**

A sub-massive to massive necrosis of the liver by a 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 framework; and
- (c) Rapid deterioration of liver function tests.

Evidence of the following must be produced:

- (a) Liver function test to show massive parenchymal liver disease; and
- (b) Objective signs of portasystemic encephalopathy.

#### **7. HIV Due to Blood Transfusion**

The Insured being infected by HIV provided that:

- (a) The infection is due to a blood transfusion received after commencement of the Policy; and
- (b) The institution which provided the transfusion admits liability or there is a final court verdict that cannot be appealed indicating such liability; and
- (c) The infected Insured is not a haemophiliac.

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

Infection in any other manner, including infection as a result of sexual activity or intravenous drug use is excluded. The insurer must have open access to all blood samples and be able to obtain independent testing of such blood samples.

#### **8. Major Organ Transplantation (kidney, heart, small bowel, lung, pancreas, liver, bone marrow)**

The actual undergoing of a transplant of the kidney, heart, small bowel, lung, pancreas, liver or bone marrow as a recipient. Inclusion on an official organ transplant waiting list, for any of the above organs, also qualifies for benefits. The transplant must be Medically Necessary and based on objective confirmation of organ failure.

#### **9. Medullary Cystic Disease**

A hereditary kidney disorder characterised by gradual and progressive loss of kidney function because of cysts in the kidney medulla.

Diagnosis must be supported by imaging evidence of multiple medullary cysts with cortical atrophy.

#### **10. Occupationally Acquired HIV**

Infection with the Human Immunodeficiency Virus (HIV) where the virus is acquired as the result of:

- (a) An Injury occurring during the course of the Insured's normal occupation; or
- (b) Occupational handling of blood or other body fluids.

The following conditions must be fulfilled for a valid claim:

- (a) The infection must have incurred while the Insured worked in his/her profession;
- (b) The Insured must provide the negative result of a test for HIV-virus or antibodies to HIV virus that was made within five (5) days after the reported incident; and
- (c) HIV virus or HIV antibodies must be proven within twelve (12) months after the incident.

#### **11. Severe Pulmonary Fibrosis**

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

The diagnosis must be confirmed with lung biopsy and by a Specialist in respiratory medicine.

#### **12. Severe Systemic Lupus Erythematosus (S.L.E.) with Lupus Nephritis**

Systemic Lupus Erythematosus (S.L.E.) with Lupus Nephritis means an autoimmune illness in which tissues and cells are damaged by deposition of pathogenic autoantibodies and immune complexes.

The diagnosis of S.L.E. with Lupus Nephritis will be based on the following conditions:

(1) Clinically there must be at least four (4) out of the following presentations suggested by The American College of Rheumatology:

- 1.1 Malar rash;
- 1.2 Discoid rash;
- 1.3 Photosensitivity;
- 1.4 Oral ulcers;
- 1.5 Arthritis;
- 1.6 Serositis;
- 1.7 Renal disorder;
- 1.8 Leukopenia (  $<4,000/\mu\text{L}$ ), or Lymphopenia (  $< 1,500/\mu\text{L}$ ), or Haemolytic anaemia, or Thrombocytopenia (  $< 100,000/\mu\text{L}$ ); or
- 1.9 Neurological disorder;

AND

(2) 2 or more of the following tests being positive:

- 2.1 Anti-nuclear Antibodies;
- 2.2 L.E. cells;
- 2.3 Anti-DNA; or
- 2.4 Anti-Sm (Smith IgG Autoantibodies);

AND

(3) There is lupus nephritis causing impaired renal function with a creatinine clearance rate of 30 ml per minute or less.

The Company reserves the right to change this definition from time to time to reflect the changes in qualitative or quantitative medical categorization of this illness so as to give effect to the original intent of this definition.

### **13. Surgical Removal of One Lung**

Complete surgical removal of the entire right or entire left lung necessitated by an illness or accident of the Insured. The surgery must be certified to be Medically Necessary by a Medical Practitioner who is a pulmonologist or thoracic surgeon.

## **Group 3: Illnesses related to Circulatory System**

### **14. Cardiomyopathy**

Impaired ventricular function of variable aetiology, resulting in permanent and irreversible physical impairments to the degree of at least Functional Class 4 of the New York Heart Association Functional

Classification of Cardiac Impairment. The diagnosis must be confirmed by a consultant cardiologist and supported by the appropriate test results including echocardiography. Cardiomyopathy caused by alcohol or drug abuse is specifically excluded.

Class 4 of the New York Heart Association Classification of cardiac impairment means that the patient is symptomatic during ordinary daily activities despite the use of medication and dietary adjustment, and there is evidence of abnormal ventricular function on physical examination & laboratory studies.

#### **15. Coronary Artery By-pass Surgery**

The actual undergoing of coronary artery by-pass surgery by way of thoracotomy to correct or treat coronary artery disease.

Angioplasty and all other intra-arterial, keyhole or laser procedures, are excluded.

#### **16. Coronary Artery Disease Surgery**

The actual undergoing of open-chest surgery to correct or treat coronary artery disease (CAD) by way of coronary artery by-pass grafting.

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

#### **17. Eisenmenger's Syndrome**

Eisenmenger's Syndrome shall mean the occurrence of a reversed or bidirectional shunt as a result of pulmonary hypertension, caused by a heart disorder.

All of the following criteria must be met:

- (a) Presence of permanent physical impairment classified as NYHA IV; and
- (b) The diagnosis of Eisenmenger's Syndrome and the level of physical impairment must be confirmed by a Medical Practitioner who is a cardiologist.

#### **18. Heart Attack**

The death of a portion of the heart muscle arising from inadequate blood supply to the relevant area. The diagnosis must be supported by all of the following:

- (a) a history of typical chest pain;
- (b) new electrocardiogram (ECG) changes indicating acute myocardial infarction; and
- (c) elevation of cardiac enzymes CK-MB or cardiac troponin T/I > 0.5 ng/ml.

Provided other criteria are met but cardiac enzymes are not available, echocardiographic proof of death of a portion of the heart muscle with the evidence of reduction in left ventricular ejection fraction of less than

50% or significant hypokinesia, akinesia, or wall motion abnormalities consistent with a heart attack having occurred will be considered.

The evidence must show a definite acute myocardial infarction. Other acute coronary syndromes including but not limited to angina are excluded.

#### **19. Heart Valve Replacement (with Permanent Device or Prosthesis)**

A heart valve is replaced by the deployment of a permanent device or prosthesis by percutaneous intravascular techniques not involving a thoracotomy. The heart valve replacement with a permanent device or prosthesis must be considered Medically Necessary by a Medical Practitioner who is a cardiologist.

Percutaneous balloon valvuloplasty and other percutaneous repair procedures where no new valve or any permanent device or prosthesis is deployed are excluded.

#### **20. Heart Valve Surgery**

Open heart valve surgery requiring median sternotomy, performed to replace or repair one or more heart valves, as a consequence of defects that cannot be repaired by intra arterial catheter procedures alone. The surgery must be performed after a recommendation by a consultant cardiologist.

#### **21. Infective Endocarditis**

Infective Endocarditis shall mean inflammation of the inner lining of the heart caused by infectious organisms.

All of the following criteria must be met:

- (a) Positive result of the blood culture proving presence of the infectious organism;
- (b) Presence of at least moderate valve incompetence (means regurgitant fraction of twenty percent (20%) or above) or moderate valve stenosis (means valve area of thirty percent (30%) or less of normal value) attributable to Infective Endocarditis; and
- (c) The diagnosis of Infective Endocarditis and the severity of valvular impairment must be confirmed by a Medical Practitioner who is a cardiologist.

#### **22. Kidney Failure**

End stage renal failure presenting chronic irreversible failure of both kidneys to function, as a result of which regular renal dialysis is initiated, or renal transplant is carried out.

### **23. Other Serious Coronary Artery Disease**

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

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

### **24. Primary Pulmonary Arterial Hypertension**

Primary Pulmonary Hypertension is the pathological increase of pulmonary pressure due to structural, functional or circulatory disturbances of the lung leading to right ventricular enlargement. The disease must result in permanent irreversible physical impairment to the degree of at least Class 4 of the New York Heart Association Classification of cardiac impairment.

Class 4 of the New York Heart Association Classification of cardiac impairment means that the patient is symptomatic during ordinary daily activities despite the use of medication and dietary adjustment, and there is evidence of abnormal ventricular function on physical examination & laboratory studies.

### **25. Stroke**

Any cerebrovascular incident including infarction of brain tissue, cerebral and subarachnoid haemorrhage, cerebral embolism and cerebral thrombosis. The diagnosis must be supported by all of the following conditions:

- (a) evidence of permanent neurological damage confirmed by a consultant neurologist at least 4 weeks after the event; and
- (b) findings on Magnetic Resonance Imaging, Computerised Tomography, or other reliable imaging techniques consistent with the diagnosis of a new stroke.

The following are excluded:

- (a) Transient Ischaemic Attacks;
- (b) vascular disease affecting the eye or optic nerve; and
- (c) ischaemic disorders of the vestibular system.

### **26. Surgery to Aorta**

Means the actual undergoing of surgery via thoracotomy or laparotomy to repair or correct an aortic aneurysm, an obstruction of the aorta, a coarctation of the aorta or a traumatic rupture of the aorta. 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.

## **Group 4: Illnesses related to Nervous System**

### **27. Alzheimer's Disease**

Progressive deterioration or loss of intellectual capacity or abnormal behavior as evidenced by the clinical state and accepted standardized questionnaires or tests arising from Alzheimer's Disease or irreversible organic degenerative brain disorders, excluding neurosis, psychiatric illness and any drug or alcohol related organic disorder, resulting in significant reduction in mental and social functioning requiring the continuous care and supervision of the Insured. The diagnosis must be clinically confirmed by an appropriate consultant.

### **28. Apallic Syndrome**

Universal necrosis of the brain cortex, with the brainstem remaining intact. Diagnosis must be confirmed by a neurologist and condition must be documented for at least one month.

### **29. Bacterial Meningitis**

Bacterial meningitis causing inflammation of the membranes of the brain or spinal cord resulting in permanent neurological deficit. Confirmation of bacterial infection in cerebrospinal fluid by lumbar puncture is required. Permanent functional neurological impairment lasting for a minimum period of thirty (30) days has to be confirmed by a consultant neurologist.

### **30. Benign Brain Tumour**

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

The following are excluded:

- (a) cysts;
- (b) granulomas;
- (c) malformations in, or of, the arteries or veins of the brain;
- (d) haematomas;
- (e) tumours in the pituitary gland or spine; and
- (f) tumours of the acoustic nerve.

### **31. Blindness**

Total and irreversible loss of sight in both eyes as a result of illness or injury. The blindness must be confirmed by a Medical Practitioner who is an ophthalmologist.

### **32. Cerebral Aneurysm Requiring Surgery**

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

### **33. Creutzfeld-Jacob Disease (CJD)**

The occurrence of Creutzfeld-Jacob Disease or Variant Creutzfeld-Jacob Disease which is characterised by rapidly progressive dementia and directly in the Insured's permanent inability to perform at least two (2) of the ADLs.

The diagnosis must be made by Specialist with appropriate testing such as electroencephalogram (EEG) with result of a specific type of abnormality in CJD and magnetic resonance imaging (MRI) showing specificity of brain degeneration.

Other common causes of dementia should be ruled out by a spinal tap. Disease caused by human growth hormone treatment is excluded.

### **34. Encephalitis**

Severe inflammation of brain substance which results in significant and permanent neurological deficit lasting at least thirty (30) days as certified by a Medical Practitioner specialising in neurology.

### **35. Loss of Hearing**

Means irrecoverable loss of hearing in both ears, with an auditory threshold of more than eighty (80) decibels in all frequencies, as a result of sickness or Injury.

Only Insured aged three (3) (age next birthday) or above on first diagnosis is eligible to receive a benefit under this illness.

### **36. Major Head Trauma**

Accidental head Injury causing significant and permanent functional impairment which has lasted for a minimum period of three (3) months from the date of the trauma or Injury. The resultant significant permanent functional impairment must be confirmed by a neurologist.



### **37. Motor Neurone Disease**

Motor neurone disease supported by definitive evidence of appropriate and relevant neurological signs that has persisted for at least ninety (90) days. The diagnosis must be made by a Medical Practitioner as progressive and supported by appropriate investigations.

### **38. Multiple Sclerosis**

A disease due to demyelination of neurological brain tissue. A consultant neurologist must make a diagnosis of Clinically Definite Multiple Sclerosis. The diagnosis must be supported by all of the following:

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

### **39. Muscular Dystrophy**

The diagnosis of muscular dystrophy confirmed by a consulting neurologist, and based on a combination of all of the following:

- (a) Clinical presentation including absence of sensory disturbance, normal cerebrospinal fluid and mild tendon reflex reduction;
- (b) Characteristic electromyogram; and
- (c) Clinical suspicion confirmed by muscle biopsy.

### **40. Paralysis**

The total loss of function of two or more limbs due to Injury or disease of the spinal cord or brain, where such functional loss is considered to be permanent by a neurologist.

### **41. Parkinson's Disease**

Unequivocal diagnosis of Parkinson's Disease by a consulting neurologist where the condition:

- (a) cannot be controlled with medication;
- (b) shows signs of progressive impairment; and
- (c) must result in the permanent inability to perform, without assistance, at least three (3) of the six (6) Activities of Daily Living.

Only idiopathic Parkinson's Disease is covered. Drug-induced or toxic causes of Parkinsonism are excluded.

#### **42. Poliomyelitis**

Infection with the polio virus leading to paralytic disease as evidenced by impaired motor function or respiratory weakness that has persisted for at least ninety (90) days.

Poliomyelitis not involving paralysis is excluded. Other causes of paralysis are specifically excluded.

#### **43. Progressive Bulbar Palsy**

Neurological disorder with paralysis in the head region, difficulties in chewing and swallowing, problems in speaking, persistent signs of involvement of the spinal nerves and the motor centres in the brain and spastic weakness and atrophy of the muscles of the extremities. The disease must be unequivocally diagnosed by a consultant neurologist. These conditions have to be medically documented for at least three (3) months.

#### **44. Progressive Muscular Atrophy**

Confirmation of definitive diagnosis of Fried-Emery, Kugelberg-Welander, Aran-Duchenne or Vulpian-Bernhardt Muscular Atrophy by a consultant neurologist. The diagnosis must be supported by muscle biopsy and CPK estimates. These conditions have to be medically documented for at least three (3) months.

#### **45. Progressive Supranuclear Palsy**

Progressive Supranuclear Palsy shall mean a degenerative neurological disease characterised by supranuclear gaze paresis, pseudobulbar palsy, axial rigidity and dementia.

The diagnosis of Progressive Supranuclear Palsy must be confirmed by a Medical Practitioner who is a neurologist.

#### **46. Severe Myasthenia Gravis**

Severe Myasthenia Gravis shall mean an acquired autoimmune disorder of neuromuscular transmission leading to fluctuating muscle weakness and fatigability.

All of the following criteria must be met:

- (a) Presence of muscle weakness categorized as Class III, IV or V according to the Myasthenia Gravis Foundation of America Clinical Classification below; and
- (b) The diagnosis of Myasthenia Gravis and categorization must be confirmed by a Medical Practitioner who is a neurologist.

Myasthenia Gravis Foundation of America Clinical Classification:

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

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

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

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

Class V: Intubation needed to maintain airway

#### **47. Tuberculous Myelitis**

Myelitis caused by tubercle bacilli, resulting in permanent neurological deficit. Such a diagnosis must be confirmed by a Specialist in neurology.

### **Group 5: Other Illnesses**

#### **48. Acute Necrohemorrhagic Pancreatitis**

Acute inflammation and necrosis of pancreas parenchyma, focal enzyme necrosis of pancreatic fat and haemorrhage due to blood vessel necrosis which must be treated with surgical clearance of necrotic tissue or pancreatectomy. The diagnosis must be based on histopathological features and confirmed by a Medical Practitioner who is a gastroenterologist.

Pancreatitis caused directly or indirectly, wholly or partly, by alcohol or drug abuse is excluded.

#### **49. Amputation of Feet due to Complication from Diabetes Mellitus**

Diabetic neuropathy and vasculitis resulting in the amputation of both feet at or above ankle as advised by a Specialist in diabetology as the only means to maintain life. Amputation of toe or toes, or any other causes for amputation shall not be covered.

#### **50. Chronic Adrenal Insufficiency**

Chronic Adrenal Insufficiency shall mean a chronic disorder of the adrenal glands resulting in insufficient secretion of steroid hormones.

All of the following criteria must be met:

- (a) Continuous hormone replacement therapy has been instituted and the therapy is expected to last for the whole life of the Insured; and
- (b) The diagnosis of Chronic Adrenal Insufficiency must be confirmed by a Medical Practitioner who is an endocrinologist.

### **51. Chronic Relapsing Pancreatitis**

More than three (3) attacks of pancreatitis resulting in pancreatic dysfunction causing malabsorption needing enzyme replacement therapy.

The diagnosis must be made by a gastroenterologist and confirmed by Endoscopic Retrograde Cholangio Pancreatography (ERCP).

Chronic Relapsing Pancreatitis caused by alcohol use is excluded.

### **52. Coma**

A state of unconsciousness with no reaction to external stimuli or internal needs which:

- (a) Requires the use of life support systems for a continuous period of at least ninety-six (96) hours; and
- (b) Results in permanent neurological deficit with persisting clinical symptoms.

For the above definition, the following is not covered:

- (a) Coma secondary to alcohol or drug abuse.

### **53. Crohn's Disease**

Crohn's Disease is a chronic granulomatous inflammatory disease of the intestine. The diagnosis must be confirmed by characteristic histopathological features.

The disease must have resulted in at least one of the following intestinal complications:

- (a) Fistula Formation (Excluding Fistula-in-ano);
- (b) Obstruction; or
- (c) Perforation (not caused by an intervention).

### **54. Ebola**

Infection with 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 infection persisting beyond thirty (30) days from the onset of symptoms; and
- (c) the infection does not result in death.

### **55. Elephantiasis**

The result and complication of filariasis, characterised by massive swelling in the tissues of the body as a result of obstructed circulation in lymphatic vessels. Unequivocal diagnosis of elephantiasis must be

clinically confirmed by an appropriate Specialist, including laboratory confirmation of microfilariae, and must be supported by our medical adviser.

The benefit does not cover Lymphoedema caused by infection with a sexually transmitted disease, trauma, postoperative scarring, congestive heart failure, or congenital lymphatic system abnormalities.

#### **56. Loss of Independent Existence**

Inability to perform at least three (3) of the Activities of Daily Living as defined in the Policy (either with or without the use of mechanical equipment, special devices or other aids or adaptations in use for disabled persons) for a continuous period of at least six (6) months and leading to a permanent inability to perform the same. For the purpose of this definition, the word "permanent" shall mean beyond the hope of recovery with current medical knowledge and technology. The Diagnosis of Loss of Independent Existence must be confirmed by a Medical Practitioner.

For Insured aged five (5) (age next birthday) or below at first diagnosis, the benefit is payable if the inability to perform two (2) out of six (6) ADLs persist till five (5) years old (age next birthday).

All psychiatric related causes are excluded.

#### **57. Loss of Limbs**

Complete severance of two (2) or more limbs above the wrist or ankle as a result of Accident or disease.

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

Total, permanent and irrecoverable loss of sight of one (1) eye and loss by severance of one (1) limb at or above the wrist or ankle as a result of illness or Injury.

#### **59. Loss of Speech**

Total and irrecoverable loss of the ability to speak due to physical damage to the vocal cords which must be established for a continuous period of three (3) months. Medical evidence is to be supplied by an appropriate Specialist and to confirm Injury or disease to the vocal cords.

#### **60. Major Burns**

Means tissue Injury causing third degree or full thickness burns to at least 20% of the body surface area.

### **61. Necrotizing Fasciitis**

Necrotizing Fasciitis shall mean a quickly progressing infection of soft-tissue that starts in the subcutaneous tissue spreading along the fascial planes.

All of the following criteria must be met:

- (a) Aggressive surgical debridement has been carried out to remove all the necrotic tissue; and
- (b) The diagnosis of Necrotizing Fasciitis must be confirmed by a Medical Practitioner.

### **62. Pheochromocytoma**

Pheochromocytoma shall mean a neuroendocrine tumour of the adrenal or extra-adrenal chromaffin tissue resulting in excessive secretion of catecholamines.

All of the following criteria must be met:

- (a) Surgical removal of the tumour must have been performed; and
- (b) The diagnosis of Pheochromocytoma must be confirmed by a Medical Practitioner who is an endocrinologist.

### **63. Severe Osteoporosis**

Osteoporosis is a degenerative bone disease that results in loss of bone. The diagnosis must be supported by a bone density reading which satisfies the World Health Organization (WHO) definition of osteoporosis with a bone density reading T-score of less than -2.5. There must also be a history of three (3) or more osteoporotic fractures involving femur, wrist or vertebrae. These fractures must directly cause the Insured's permanent inability to perform at least three (3) of the ADLs.

Coverage for Severe Osteoporosis will automatically cease at age seventy (70) (age next birthday) of the Insured.

### **64. Severe Rheumatoid Arthritis**

Widespread joint destruction as a result of severe Rheumatoid Arthritis with major clinical deformity of three or more of the following joint areas:

- (a) hands;
- (b) wrists;
- (c) elbows;
- (d) cervical spine;
- (e) knees; or
- (f) ankles;

The diagnosis must be supported by all the following:

- (a) Morning stiffness;

- (b) Symmetric arthritis;
- (c) Presence of rheumatoid nodules;
- (d) Elevated titres of rheumatoid factors; and
- (e) Radiographic evidence of severe involvement.

The severity of the disease shall be such that there will be at least two (2) of the Activities of Daily Living which the insured will, for a continuous period of at least six (6) months, have been unable to perform without the assistance of another person.

#### **65. Systemic Sclerosis**

Systemic Sclerosis shall mean a chronic systemic autoimmune disease characterised by tissue fibrosis, small blood vessel vasculopathy and the development of auto-antibodies.

All of the following criteria must be met:

- (a) Evidence must be provided that at least one of the following organs is involved:
  - (i) esophagus;
  - (ii) lung;
  - (iii) heart; or
  - (iv) kidney;

AND

- (b) The diagnosis of Systemic Sclerosis and the organ involvement must be confirmed by a Medical Practitioner who is a Rheumatologist and Immunologist.

#### **66. Terminal Illness**

The conclusive diagnosis of an illness that is expected to result in the death of the Insured within twelve (12) months. This diagnosis must be supported by a Specialist and confirmed by the Company's appointed doctor.

#### **67. Ulcerative Colitis**

Ulcerative Colitis shall mean acute Fulminant Ulcerative Colitis with life threatening electrolyte disturbances usually associated with intestinal distention and a risk of intestinal rupture, involving the entire colon with severe bloody diarrhoea and systemic signs and symptoms and for which the treatment is frequently total colectomy and ileostomy. Diagnosis must be based on histopathological features and surgery in the form of colectomy and/ or ileostomy should form part of the treatment.

## **Appendix 3: Definition of Special Disease**

### **1. Carcinoma-in-situ of Specific Organs**

Carcinoma-in-situ shall mean a histologically proven, localized pre-invasion lesion where cancer cells have not yet penetrated the basement membrane or invaded (in the sense of infiltrating and / or actively destroying) the surrounding tissues or stroma in all organs except skin, including but not limited to any one of the following covered organ groups, and subject to any classification stated:

- (a) Breast, where the tumour is classified as TIS according to the TNM Staging method;
- (b) Colon and rectum;
- (c) Liver;
- (d) Lung;
- (e) Nasopharynx;
- (f) Ovary and/or fallopian tube, where the tumour is classified as TIS according to the TNM Staging method or FIGO\* Stage 0;
- (g) Pancreas;
- (h) Penis;
- (i) Stomach and esophagus;
- (j) Testis;
- (k) Urinary tract, for the purpose of in-situ cancers of the bladder, stage Ta of papillary carcinoma is included;
- (l) Uterus, where the tumour is classified as TIS according to the TNM Staging method; or cervix uteri, classified as cervical intraepithelial neoplasia grade III (CIN III) or carcinoma in situ (CIS); or
- (m) Vagina or vulva, where the tumour is classified as TIS according to the TNM Staging method or FIGO\* Stage 0.

For purposes of this Policy, Carcinoma-in-situ must be confirmed by a biopsy.

\* FIGO refers to the staging method of the Federation Internationale de Gynecologie et d'Obstetrique.

### **2. Early Stage Malignancy of Specific Organs**

Early Stage Malignancy shall mean the presence of one (1) of the following malignant conditions:

- (a) Chronic lymphocytic leukaemia classified as Rai Stage I or Binet Stage A-1;
- (b) Non melanoma skin cancer of maximum thickness of 1.5mm or less as determined by histological examination using the Breslow method;
- (c) Tumour of the prostate histologically classified as T1a or T1b according to the TNM classification system;  
or
- (d) Papillary micro-carcinoma of the thyroid.

The Diagnosis must be based on histopathological features and confirmed by a Medical Practitioner.

Pre-malignant lesions and conditions, unless listed above, are excluded.



### **3. Angioplasty of Coronary Artery**

Treatment for narrowing or obstruction in one or more major coronary arteries, by a balloon angioplasty, Percutaneous Transluminal Coronary Angioplasty (PTCA), atherectomy or similar intra-arterial catheter procedure. The angioplasty must be considered Medically Necessary by a consultant cardiologist, and there must be angiographic evidence of at least fifty percent (50%) stenosis in the affected coronary artery.

To be eligible for a second claim under Coronary Angioplasty, in addition to the abovementioned criteria, the treatment must also be performed on a location of stenosis or obstruction in a major coronary artery where no stenosis greater than 60 percent (60%) was identified in the coronary angiogram relating to the first claim of this illness, for which benefit has been paid.

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

### **4. Amputation of One Foot due to Complication from Diabetes Mellitus**

Complications of diabetes mellitus resulting in the amputation of one foot at or above ankle as advised by a registered Specialist diabetologist as the only means to maintain life. Amputation of only toe or toes, or any other causes for amputation shall not be covered.

### **5. Diabetic Retinopathy**

Diabetic Retinopathy shall mean advanced changes to the retinal blood vessels as a consequence of diabetes mellitus.

All of the following criteria must be met:

- (a) Presence of diabetes mellitus at the time of Diagnosis of Diabetic Retinopathy;
- (b) Visual acuity of both eyes is 6/18 or worse using Snellen eye chart;
- (c) Actual undergoing of treatment such as laser treatment to alleviate the visual impairment; and
- (d) The Diagnosis of Diabetic Retinopathy, the severity of visual impairment and the medical necessity of treatment must be confirmed by a Medical Practitioner who is an ophthalmologist.

### **6. Moderately Severe Chronic Lung Disease**

The Diagnosis of interstitial fibrosis requiring at least intermittent oxygen therapy and showing consistent reduction in FEV<sub>1</sub> of one point two (1.2) litres or less under appropriate medication. Diagnosis, severity and test results must be confirmed by a Medical Practitioner.

## **7. Moderately Severe Systemic Lupus Erythematosus (S.L.E.) with Lupus Nephritis**

Moderately Severe Systemic Lupus Erythematosus (S.L.E) with Lupus Nephritis means an autoimmune illness in which tissues and cells are damaged by deposition of pathogenic autoantibodies and immune complexes and damage of the kidney function.

The diagnosis of S.L.E. with Lupus Nephritis will be based on the following conditions:

(1) Clinically there must be at least four (4) out of the following presentations suggested by The American College of Rheumatology.

- 1.1 Malar rash;
- 1.2 Discoid rash;
- 1.3 Photosensitivity;
- 1.4 Oral ulcers;
- 1.5 Arthritis;
- 1.6 Serositis;
- 1.7 Renal disorder;
- 1.8 Leukopenia ( $<4,000/\mu\text{L}$ ), or Lymphopenia ( $< 1,500/\mu\text{L}$ ), or Haemolytic anaemia, or Thrombocytopenia ( $< 100,000/\mu\text{L}$ ); or
- 1.9 Neurological disorder;

AND

(2) 2 or more of the following tests being positive:

- 2.1 Anti-nuclear Antibodies;
- 2.2 L.E. cells;
- 2.3 Anti-DNA; or
- 2.4 Anti-Sm (Smith IgG Autoantibodies);

AND

(3) There is lupus nephritis causing impaired renal function with a creatinine clearance rate of 50 ml per minute or less.

## **8. Severe Central or Mixed Sleep Apnea**

An unequivocal Diagnosis of Central Sleep Apnea or Mixed Sleep Apnea by a Medical Practitioner who is a Specialist in the relevant field, provided that such condition has been treated by a Medically Necessary permanent tracheostomy and proof of undergoing permanent tracheostomy can be provided.