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# iCare - Critical Illness Insurance (for Children)

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The Policy and the Schedule or Certificate of Insurance shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule or Certificate of Insurance shall bear such specific meaning wherever it may appear.

## How Your Insurance Operates

This Policy is a contract between You and Us. The application form, declaration made and information given shall form the basis of this contract and are deemed to be incorporated herein.

The extent of cover is determined by reading the Policy and the most recent Schedule or Certificate of Insurance issued by the Company to or in respect of the Insured Person(s).

In return for the payment of the required premiums the Company will pay, in accordance with the Policy Conditions, the benefits identified in the Schedule or Certificate of Insurance if an Insured Person sustains a covered Critical Illness during the Period of Insurance stated in the Schedule or Certificate of Insurance or any subsequent period for which the Insured shall pay and the Company shall accept the required premium.

The Schedule or Certificate of Insurance and any endorsement made altering the Schedule or Certificate of Insurance or Policy Conditions form part of this Policy.

## Definition of Words

### Accident

Bodily injury caused solely and directly by violent accidental external and visible means, as evidenced by a visible bruise or wound on the body, and not by sickness, disease or gradual physical or mental wear and tear.

### Due Date

The inception or renewal date of cover shown in the Schedule or Certificate of Insurance as the date on which any subsequent payment of annual Premium falls due.

### Insured Person

The Insured Person(s) named in the Schedule or Certificate of Insurance, for whom this insurance has been arranged.

### Notification Period

The period of 30 days from the commencement of disability from a covered Critical Illness during which claims must be notified to the Company if any benefit under the Policy is to become payable.

### Period of Insurance

The period specified in the Schedule or Certificate of Insurance and any subsequent period for which We have agreed to accept, and You have paid or agreed to pay a premium.

### Pre-existing Conditions

Any injury, illness, condition or symptom for which the Insured Person has had or is receiving treatment or sought medical advice or which originated or was known to exist by the Insured Person prior to the inception of cover under the Policy for the Insured Person concerned. If benefit amount or coverage is increased after the inception date of policy, a "Pre-existing Condition" shall mean any injury, illness, condition or symptom for which the Insured Person has had or is receiving treatment or sought medical advice or which originated or was known to exist by the Insured Person (or anyone Insured under the policy) prior to the Upgrade Date.

### Physician

A properly qualified medical practitioner licensed by the competent Medical Authorities of the country in which treatment is provided, and who in rendering such treatment is practising within the scope of his or her licensing and training.

### Reinstatement Date

The date when We accept to reinstate a lapsed policy.

### Schedule or Certificate of Insurance

The Schedule or Certificate of Insurance attached to this policy.

### Survival Period

The period of 30 days after the diagnosis of a covered Critical Illness for which the Insured Person must survive before a claim becomes valid.

### Upgrade Date

The date on which an upgrade to the benefit amount or coverage is approved by the Company by means of endorsement on the Insured's confirmation of such upgrade.

### Usual Country of Residence

The Country in which the Insured Person is usually living at the date of commencement of cover under the Policy and it will be regarded as Hong Kong unless otherwise specifically declared by the Insured. As a condition precedent to liability, the Company must be informed in writing of any permanent change in the Usual Country of Residence, which shall be deemed to mean the Insured Person living or intending to live in another Country for a period in excess of three consecutive months. The Company reserves the right to continue cover on terms and conditions it considers appropriate to the new country of residence or to decline to continue cover under the Policy.

### Waiting Period

The period of 75 days from the original inception date of the Policy during which a claim arising from any cause other than Accident is not covered.

### We / Us / the Company

MSIG Insurance (Hong Kong) Limited.

### You / the Insured

The policyholder of this insurance as named in the Schedule or Certificate of Insurance.

## Benefits

Subject to the Policy being in force and the Company receiving such proof of Critical Illness (as defined in the Policy) as it may reasonably require the Company will pay the Critical Illness Benefit.

The amount of Critical Illness Benefit payable will be that specified in the Schedule or Certificate of Insurance less any unpaid premiums.

"Critical Illness" means the Insured Person has, to the satisfaction of the Company's medical adviser, been certified by a Physician (or specialist Physician as required in some illnesses under this Policy) registered in the Insured Person's Usual Country of Residence diagnosed as suffering from one or more of the following and is alive more than 30 days after the diagnosis is made:

## 26 Major Critical Illness Benefits

### 1. Cancer

A malignant tumour characterised by the uncontrolled growth and spread of malignant cells, and the invasion of tissue. This includes leukaemia, Hodgkin's Disease and lymphoma but excludes Kaposi's Sarcoma in the presence of any Human-Immuno Deficiency Virus, non-invasive cancer in situ and any skin cancer other than invasive malignant melanoma. To support a claim, precise histological evidence of cancer must be produced.

### 2. Stroke

A cerebrovascular incident resulting in permanent neurological damage. Transient Ischaemic Attacks are specifically excluded.

### 3. Heart Attack

The death of a portion of heart muscle as a result of inadequate blood supply as evidenced by an episode of typical chest pain, new electrocardiographic changes and by an elevation of cardiac enzymes.

### 4. Coronary Artery Bypass Surgery

The undergoing of open-heart surgery on the advice of a Consultant Cardiologist to registered in the Insured Person's Usual Country of Residence to correct narrowing or blockage of one or more coronary arteries with bypass grafts but excluding balloon angioplasty, laser or any other procedures.

If the degree of obstruction in two or more coronary arteries is at least 70% then treatment to two or more affected arteries by balloon angioplasty, atherectomy or laser will also constitute a claim under this Condition.

### 5. Kidney Failure

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

### 6. Parkinson's Disease

Confirmation by a Consultant Neurologist registered in the Insured Person's Usual Country of Residence of a definite diagnosis before the Insured Person's 60th birthday of idiopathic Parkinson's Disease (paralysis agitans) requiring treatment with a dopamine precursor. All other types of Parkinsonism are specifically excluded.

### 7. Multiple Sclerosis

Confirmation by a Consultant Neurologist registered in the Insured Person's Usual Country of Residence of a definite diagnosis of Multiple Sclerosis producing at least moderate neurological abnormalities which have persisted for a continuous period of six months.

### 8. Motor Neurone Disease

Motor Neurone Disease diagnosed, with the appropriate supporting evidence, by a Consultant Neurologist registered in the Insured Person's Usual Country of Residence.

### 9. Paralysis/Paraplegia

Total and permanent loss of the use of two or more limbs resulting from paralysis which has been present for at least twelve (12) consecutive months.

### 10. Loss of Hearing

The total and permanent loss of hearing in both ears which must be established for a continuous period of twelve months.

### 11. HIV Resulting from Blood Transfusion

Infection with any Human Immuno-deficiency Virus (HIV) through a blood transfusion given as part of medical treatment received in the Insured Person's Usual Country of Residence, after the start of the Policy. There must be clear evidence satisfactory to the Company's medical adviser that the infection was acquired in this way and provided further that the institution which provided the transfusion admits liability and the Insured Person is not a haemophilic.

### 12. Aorta Surgery

The undergoing of open-heart surgery for a disease of or an injury to the aorta needing excision and surgical replacement of the aorta with a graft. For the purpose of this definition aorta shall mean the thoracic and abdominal aorta but not its branches.

### 13. Heart Valve Surgery

The undergoing of open-heart surgery to repair or replace one or more abnormal heart valves.

### 14. Major Organ Transplant(s)

The actual undergoing, as the recipient, of a transplant of a heart, liver, lung, pancreas or bone marrow.

The definition includes simultaneous transplantation of more than one of the above organs. Transplantation of kidney is included provided a claim has not been admitted under kidney failure.

### 15. Blindness

The total and permanent loss of sight in both eyes.

### 16. Coma

A state of unconsciousness with no reaction to external stimuli or internal needs persisting continuously with the use of life-support systems for a period of at least ninety six hours and resulting in permanent neurological deficit.

### 17. Loss of Speech

The total and permanent loss of the ability to speak due to physical damage to vocal cords which must be established for a continuous period of twelve months.

### 18. Major Burns

Third degree burns covering at least 20% of the surface area of the Insured Person's body.

### 19. Benign Brain Tumour

A non-cancerous intracerebral tumour. Cysts, granulomas, malformations in or of the arteries or veins in the brain, haematomas and tumours of the pituitary gland or spine are specifically excluded.

### 20. Terminal Illness

Advanced or rapidly progressing incurable disabling terminal illness where, in the opinion of the Company's medical adviser the life expectancy is no greater than twelve months.

### 21. Complete Liver Failure

End stage liver failure evidenced by jaundice, encephalopathy and ascites as diagnosed by an appropriate consultant holding an appointment in a major hospital in the Insured Person's Usual Country of Residence.

### 22. Loss of Limbs

The total and permanent loss of use of two or more limbs, subject to the severance of at least one limb above the knee or elbow.

### 23. Muscular Dystrophy

A hereditary muscular dystrophy confirmed by a recognised Consultant Neurologist registered in the Insured Person's Usual Country of Residence resulting in permanent and total disability.

### 24. Encephalitis

Inflammation of the membranes of the brain or spinal cord resulting in significant permanent neurological deficit. The diagnosis must be confirmed by a recognised Consultant Neurologist. Encephalitis in the presence of HIV infection is excluded.

### 25. Accidental Head Injury Resulting in Major Head Trauma

Physical injury to the head as a result of an Accident resulting in residual brain damage. There must be permanent neurological deficit causing significant functional impairment as defined by a recognised Consultant Neurologist registered in the Insured Person's Usual Country of Residence.

### 26. Pulmonary Hypertension

Primary Pulmonary Arterial Hypertension as established by clinical and laboratory investigations including cardiac catheterisation and as diagnosed by a Consultant Cardiologist registered in the Insured Person's Usual Country of Residence. The following diagnostic criteria must be met:-

- dyspnoea and fatigue; and
- increased left atrial pressure (at least 20 units or more); and
- pulmonary resistance of at least 3 units above normal; and
- pulmonary artery pressure of at least 40mmHg; and
- pulmonary wedge pressure of at least 6mmHg; and
- right ventricular end-diastolic pressure of at least 8mmHg; and
- right ventricular hypertrophy, dilation and signs of right heart failure and decompensation.

## 10 Juvenile Critical Illness Benefits

### 1. Severe Asthma

Severe asthma which is characterized by at least three of the following criteria:

- a) History of status asthmaticus within the past two years
- b) Significant and continuous reduction in exercise tolerance
- c) Chest deformities resulting from chronic hyperinflation
- d) The need for medically prescribed oxygen therapy at home
- e) Continuous daily use of oral corticosteroids for a minimum period of at least six months

### 2. Autism

A severe emotional disturbance of childhood characterized by qualitative impairment in reciprocal social interaction and in communication, language and social development, with self-destructive behavior & abnormal movements of body.

Criteria for autism:

A total of six or more manifestations from a), b) and c) below:

- a) Qualitative impairment of social interaction (at least two manifestations)
  - i) Marked impairment in the use of multiple types of non-verbal behavior such as eye to eye gaze, facial expression, body postures, and gestures to regulate social interaction
  - ii) Failure to develop peer relationships appropriate to developmental level
  - iii) Lack of spontaneous seeking to share enjoyment, interests, or achievements with other people (e.g., by lack of showing, bringing, or pointing out objects of interest)
  - iv) Lack of social or emotional reciprocity
- b) Qualitative impairment of communication (at least one manifestation)
  - i) Delay in, or lack of, development of spoken language (not accompanied by an attempt to compensate through alternative modes of communication such as gestures or mime)
  - ii) In individuals with adequate speech, marked impairment in the ability to initiate or sustain a conversation with others
  - iii) Stereotyped and repetitive use of language or idiosyncratic language
  - iv) Lack of varied, spontaneous make-believe play or social imitative play appropriate to developmental level
- c) Restrictive and stereotyped patterns of behavior, interests, and activities (at least one behavioral manifestation)
  - i) All-encompassing preoccupation with one or more restricted, repetitive, and stereotyped patterns of interest that is abnormal either in intensity or focus
  - ii) Apparently inflexible adherence to specific, non-functional routines or rituals
  - iii) Stereotyped and repetitive motor mannerisms (e.g., hand or finger flapping or twisting, or complex whole-body movements)
  - iv) Persistent preoccupation with parts of objects

Diagnosis must be confirmed by a pediatric psychiatrist and the condition must have continued without interruption for a period of at least six months after diagnosis.

Asperger syndrome and atypical autism are specially excluded.

### 3. Severe Haemophilia A and B

Severe haemophilia A (VIII deficiency) or haemophilia B (IX deficiency) with factor VIII or factor IX activity levels less than one percent (1%). Diagnosis must be confirmed by a specialist in haematology.

### 4. Insulin Dependent Diabetes Mellitus (Type I Diabetes Mellitus)

Insulin Dependent Diabetes Mellitus (Type I Diabetes Mellitus) where all of the following diagnostic conditions must be met:

- a) there is an on-going absence of insulin production by the pancreas due to auto-immune disease; and
- b) exogenous insulin administration is medically necessary to maintain normal glucose metabolism as diagnosed by a consultant endocrinologist; and
- c) the condition has persisted for at least six months following such diagnosis.

### 5. Kawasaki Disease with Heart Complication

Kawasaki Disease with heart complications characterised by mild anaemia, with a white-blood-cell count above normal level, an elevated erythrocyte sedimentation rate which indicates blood vessel inflammation and a sharp rise in number of platelets.

All of the following diagnostic conditions must be met:

- a) there is persistent dilation or aneurysm formation in one or more coronary arteries for at least six millimetres in diameter; and
- b) the dilation or aneurysm has persisted for at least six months after the initial diagnosis of this disease.

### 6. Intellectual Impairment due to Sickness and/or Accidental Bodily Injury

Intellectual Impairment with sub-average general intellectual functioning, mental handicap, or learning disorder, as determined by a paediatric neuro-psychological assessment, resulting, directly and independently of all other causes, from accident(s) or sickness(es).

Payment will only be made if the resulting severity of mental handicap is an IQ below 70 and the Insured must be at age four or above with unequivocal proof that the disability results directly and independently of all other causes, from accidental bodily injury or illness, and that the condition has continued without interruption for a period of at least six consecutive months after diagnosis.

Intellectual Impairment resulted from congenital illness(es) will be excluded.

### 7. Osteogenesis Imperfecta

A genetic disorder characterized by brittle, osteoporotic, easily fractured bones. Diagnosis must be confirmed by a specialist in pediatrics as type III Osteogenesis Imperfecta with the occurrence of all of the following:

- a) the result of skin biopsy is positive for diagnosis of Osteogenesis Imperfecta – Type III; and
- b) the result of X-ray studies reveals multiple fractures of bones and progressive kyphoscoliosis; and
- c) the result of physical examination of the insured person by a specialist in pediatrics that the insured person suffers from growth retardation and hearing impairment as a result of the disease.

### 8. Still's Disease

A systemic onset juvenile idiopathic arthritis characterized by high fever and signs of systemic illness that exists for months before the onset of arthritis.

The following conditions must be met:

- a) the diagnosis must be confirmed by a pediatric rheumatologist; and
- b) replacement surgery for hip joint and knee joint is advised by the pediatric rheumatologist due to extensive destruction of joints caused by Still's Disease.

### 9. Rheumatic Fever with Valvular Impairment

Acute rheumatic fever where all of the following diagnostic conditions must be met:

- a) diagnosis by a consultant cardiologist or paediatrician confirming presence of the diagnostic criteria specified by the revised Jones criteria on the Insured Person; and
- b) moderate incompetence of at least one heart valve has developed as a sole consequence of rheumatic fever, supported by echocardiogram.

### 10. Severe Epilepsy

Severe Epilepsy diagnosed by a consultant neurologist or paediatrician confirmed by electroencephalography (EEG) with the use of other investigations including magnetic resonance imaging (MRI) and Positron Emission Tomography (PET) as appropriate and where the following diagnostic conditions must be met:

- a) the seizures are generalised and involve a loss of consciousness and tonic clonic movements; and
- b) the condition has been present for at least twelve months; and
- c) despite optimal drug therapy on the recommendation of a consultant neurologist or paediatrician there are at least six seizures per Policy year which are documented by reliable medical sources; and
- d) brain surgery has been performed to control the seizures.
- e) Febrile convulsions, Petit Mal (Absence) seizures and infantile spasms are specifically excluded.

## Limits of Liability

1. The Critical Illness Benefit will be paid on one occasion only and in respect of no more than one of the various Critical illnesses covered by the Policy.
2. Any Insured Person shall not be covered under more than one iCare - Critical Illness Insurance (for Children) Policy in the Company. If the Insured Person is covered more than one iCare - Critical Illness Insurance (for Children) Policy in the Company, We have the right to treat the Insured Person as being covered under the policy providing the greatest amount of benefit. If the amounts of benefits are identical, We shall treat that Insured Person as being covered under the policy first issued.
3. The Policy will cease immediately upon payment of the Critical Illness Benefit and no other benefit will be payable.

## Payment of Benefits

1. The payment of Critical Illness benefit will be subject to the Company receiving such proof as it may reasonably require of:
  - a) the happening of an event on which any benefit is payable or the continuation of the circumstances under which any benefit is payable,
  - b) the legal title of the claimant,
  - c) the date of birth of the Insured Person,
  - d) a completed Company claim form and
  - e) such other information and evidence as the Company may reasonably require including:
    - i) medical certificate and evidence of Critical Illness at such intervals as the Company may reasonably require, at the Insured Person's own expense; and
    - ii) medical examinations of and/or tests on the Insured Person carried out at the Company's expense at such intervals as the Company may reasonably require by a medical examiner appointed by the Company; and
    - iii) written consent to allow the Company to receive the results of any medical examinations and/or tests and/or the Insured Person's medical history or records.
2. All medical certificates and the results of medical examinations and/or tests must be submitted to the Company in writing and must be provided by medical practitioners resident and practising in the Insured Person's Usual Country of Residence or such other countries as the Company may allow.
3. If the Insured Person fails to undergo any examination or test or to provide written consent for the Company to obtain medical or other information it considers necessary the Critical Illness Benefit will not be paid and there will be no refund of any premiums paid.

## Claims Conditions

We will act in good faith in all our dealings with You. Equally, the payment of claims is dependent on:

### 1. Notification of Claim

Claims or potential claims must be notified to the Company within the Notification Period as defined in the Policy. A fully completed Claim Form together with supporting medical information must be submitted to the Company within a period of thirty (30) days from first notification. In cases of Accident or acute medical emergency which prevents the Insured Person from complying with this condition, written notification together with supporting medical information must be submitted to the Company as soon as reasonably possible thereafter.

### 2. Proof of Claim

Original documentation together with a fully completed Claim Form signed by the Policyholder and the treating Physician respectively must be submitted to the Company within the time limits specified in the Policy if payment of the Critical Illness Benefit is to be made. Photocopies of documents are not acceptable. If on the balance of medical fact or

probability it is appropriate for the Company to decline a claim by virtue of the Pre-existing Conditions exclusion, the Insured Person shall have the right and obligation to produce such medical evidence as the Company may reasonably require to enable it to reconsider a claim under the Policy.

### 3. Examinations

The Company shall have the right and opportunity through its medical representatives to examine the Insured Person whenever and so often as it may reasonably require within the duration of any claim. In addition, the Company shall have the right to require a post mortem examination, where this is not forbidden by law.

## General Exclusions

The following items, conditions, activities and their consequences are excluded from the Policy and the Company shall not be liable for:

1. Pre-existing Conditions, as defined in the Policy, and/or related or evocative conditions except those which have been fully disclosed to and accepted in writing by the Company prior to the inception of the Policy.
2. Any Critical Illness arising from congenital anomalies.
3. The first confirmed diagnosis of Critical Illnesses occurring within 75 days from the first inception date of the Policy or in respect of the upgraded part of the Benefit Amount, the Upgrade Date, except when caused by an Accident as defined.
4. Taking part in any flying activity other than as a fare-paying passenger in a commercially licensed aircraft.
5. Alcohol or solvent abuse or the taking of drugs except under the direction of a registered medical practitioner.
6. Unreasonable failure to seek or follow medical advice.
7. Hazardous sports or pastimes including taking part in (or practising for) boxing, caving, rock-climbing, horse-racing, all types of skiing, bungee-jumping, hunting on horse-back, micro-lighting, mountaineering, pot-holing, power-boat racing, yacht racing or any race, trial of speed or reliability.
8. Infection with Human Immuno-deficiency Virus (HIV) or conditions due to any Acquired Immune Deficiency Syndrome (AIDS) except as provided for in the "HIV Resulting from Blood Transfusion" benefit when such benefit is included in the Policy.
9. Living outside the Usual Country of Residence, as defined in the Policy, for more than three consecutive months in any 12 months, except the permanent change in Usual Country of Residence notified and accepted in writing by the Company.
10. Mental illness, psychiatric disorders, self-inflicted injury or suicide, sexually transmitted diseases.
11. Any unlawful or illegal act of the Insured Person.
12. Conditions directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
  - a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
  - b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
  - c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
  - d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
  - e) any chemical, biological, bio-chemical, or electromagnetic weapon.

13. Conditions directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
- war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
  - any act of terrorism including but not limited to
    - the use or threat of force, violence and/or
    - harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents,
  - by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or
  - any action taken in controlling, preventing, suppressing or in any way relating to a) or b) above.

#### Sanction Limitation and Exclusion Clause

This Policy shall not be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom or United States of America.

If We allege that by reason of these General Exclusions any claim is not covered by this Policy, then the burden of proving that the claim is covered shall be upon You.

## General Conditions

It is an important part of our contract that You observe the following General Conditions:

### 1. Co-operation

As a condition precedent to the Company's liability the Insured Person or his/her representatives shall co-operate fully with the Company and its medical advisers and will fully and faithfully disclose all material facts and matters which the Insured Person knows or ought to know and will upon request execute any document to empower the Company to obtain relevant information, at the Insured Person's expense, from any doctor or hospital or other source.

### 2. Claim Prevention & Change in Risk

The Insured Person shall take all reasonable precautions to prevent and minimise any Accident, injury or disease and the Company must be informed immediately in writing of any material information or change of circumstances which may increase the possibility of a claim under the Policy. The Company reserves the right to continue cover on terms and conditions it considers appropriate to such changes in material information or circumstances or to decline to continue cover under the Policy.

### 3. Premiums

- Premiums are due on the Due Dates as defined in the Policy. The initial premium is due on the inception date as shown in the Schedule or Certificate of Insurance. Subsequent premiums will be due on the corresponding dates in such subsequent month or year as indicated in the Schedule or Certificate of Insurance. The "Premiums" means the initial and subsequent premiums.
- Premiums must be paid annually by a direct debit instruction as indicated in the Schedule or Certificate of Insurance.
- Premium once paid will not be refundable except due to duplicate policy.
- Unpaid balance of a full-year premium will be deducted from any Benefit payable should a covered claim arise during the Period of Insurance.
- Thirty (30) days grace period is allowed for payment of each Premium after the first. Should a covered claim arise during this period, the unpaid Premium together with any portion of a yearly Premium will be deducted from any Benefit payable.

- If any Premium is not paid on the Due Date or within the thirty (30) days grace period allowed, the Policy will be cancelled and all Benefits will cease. Any subsequent reinstatement of cover after such cancellation will be at the Company's discretion and will be subject to satisfactory evidence of insurability together with payment of all overdue Premiums and any relevant charges.
- Premium rates are not guaranteed and may be adjusted by the Company at any annual Due Date for all policyholders on an overall portfolio experience basis. Premium will also increase when a material change in risk (other than change in health conditions) of the Insured Person(s) or in respect of any general rate increases affecting all policyholders reflecting the Company's actual or anticipated results in this class of business upon the next Period of Insurance.

## 4. Commencement and Renewal

The Period of Insurance is stated in the Schedule or Certificate of Insurance. Policies are arranged on a yearly renewable basis and shall be renewable annually by mutual agreement after policy inception. However, Policyholders who have submitted medical evidence of insurability prior to first inception of the Policy will not be required to submit further evidence of insurability at subsequent renewals provided the Policy has remained continuously in force with Premiums fully paid when due since such first inception.

## 5. Eligibility

Eligibility is restricted to individual who is Hong Kong Resident and holds a HK Identity Card or HK Birth Certificate on the Effective Date and throughout the Period of Insurance aged between fifteen (15) days and under eighteen (18) on the Effective Date of this policy.

## 6. Alterations

- Notwithstanding anything in the Policy, the Company reserves the right to alter the Policy as the Company reasonably considers appropriate if the Policy or the Company is affected by a change in legislation or taxation, or any judicial decision. The Company will give the Insured written notice of any such alteration.
- If the date of birth of the Insured Person(s) has been incorrectly stated, the benefits will be amended by the Company having regard to the true date of birth. If the true date of birth is such that, had it been known to the Company at the time the Policy was proposed for, the Company would not have issued the Policy, then the Company may cancel the Policy and no benefits will be payable.
- Any other misrepresentation of or failure to disclose material facts in any document signed by the Insured or Insured Person, will entitle the Company to alter, amend or cancel the Policy having regard to the true facts. A material fact is any information which could influence the Company in its assessment of the proposal.

## 7. Arbitration

If the Company shall disclaim policy liability or there is any dispute as to the amount to be paid under this Policy (collectively known as "the Dispute"), the Dispute shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance (Cap. 341) as amended from time to time. If the parties fail to agree upon the choice of Arbitrators or Umpires, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is hereby expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained.

If the Dispute shall not within 12 months from the date of disclaimer or the date of rejection of the claim have been referred to arbitration under the provisions herein contained, then such claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

## 8. Fraud

If any claim under this Policy shall be in any respect fraudulent or if fraudulent means or devices shall be used to obtain benefit hereunder, then the Policy shall be cancelled immediately and all benefit and premium forfeited.

## **9. Notices**

Any instruction, request or notice will not be accepted by the Company until such documents, information and consents as the Company may reasonably require are received at the Company's office address stated in the Policy. In case of notice or communication to the Insured, all correspondence will be delivered to his/her address specified in the Schedule or Certificate of Insurance.

## **10. Cancellation**

### **a) By Policyholder**

Policyholder may cancel this Policy at anytime by giving Us a written notice and cancellation will be effective on the next day. However, the cancellation shall be effective from the inception date if the premium had never been paid to Us at the time of the cancellation notice.

### **b) By the Company**

We may cancel this Policy by sending thirty (30) days' notice to the Insured at his/her last known address if the Insured has failed to observe the terms and conditions of this Policy or failed to act with utmost good faith.

## **11. Governing Law**

This Policy is subject to the exclusive jurisdiction of the Hong Kong Special Administrative Region and is to be construed according to the laws of the Hong Kong Special Administrative Region.

## **12. Exclusion of Rights under Contracts (Rights of Third Parties) Ordinance**

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.

# iCare - 兒童危疾保障保單

《本中文譯本旨在協助你閱讀有關保險單的內容，本中文譯本並不是亦不應被視為有關保險單之一部份或在闡釋保險單內任何條文時有任何影響。保單條文一切以英文版為準。》

本保險單及承保表或保險證書應視為一完整之合約，如本保險單或承保表或保險證書內任何部份出現有特定含意的字句，則該字句無論出現於保險單或承保表或保險證書之上時均具有相同之特定含意。

## 本保單的運作

本保單乃閣下與本公司之間的合約。投保人填報的投保書聲明及資料乃本保險合約的基礎，並且被視為本合約的一部份。

保障範圍應視乎保單內容及由本公司所發出予受保人最近期之承保表或保險證書而定。

倘受保人已繳付或同意繳付此保險之有關保費，而本保險公司亦已接受於承保表或保險證書列明的保險期或隨後期限的有關保費，當受保人在上述期間罹患本保單承保之危疾，本公司將根據保單條款支付承保表或保險證書內列明的保障作出賠償。

承保表或保險證書及以背書修訂之承保表或保險證書或保單條款，均屬本保單之一部分。

## 詞彙解釋

### 意外

受保人純粹及直接因外來及可見之暴力意外因素導致並有可見的挫傷或傷痕作證明，而非任何疾病、病症、身體機能逐漸退化或精神損耗引致的身體損傷。

### 到期日

承保表或保險證書列明的保險開始或續訂日期及日後每年任何繳交保費之到期日。

### 受保人

承保表或保險證書上記名並且受本保單保障之人士。

### 通知期

受保之危疾開始後之三十(30)天期限。投保人必須在此期限內通知本公司以索償本保單承保的保障。

### 保險期

承保表或保險證書內指定的期限與及隨後投保人願意繳付保費，而本公司亦願意接受該等保費的投保期限。

### 之前已存在病症

於受保人的保單正式生效前，已患有、正接受治療、已就醫、已發病或受保人已知的任何身體損傷、疾病、病症或病徵。如本保單之保障金額或範圍於開始生效後提高，「之前已存在病症」則指受保人於保障金額或範圍提升日之前已患有、正接受治療、已就醫、已發病或受保人已知的身體損傷、疾病、病症或病徵。

### 醫生

獲得受保人就醫國家的醫療機構發牌在該國執業，而向受保人提供其行醫及受訓範疇的醫療服務之認可醫生。

### 重訂日

本公司接受及重訂已終止保單的日期。

### 承保表或保險證書

本保險保單夾附的承保表或保險證書。

### 生存期

受保人經診斷確認首次罹患承保危疾後之三十(30)天期限。受保人必須在此期間仍然在世，索償方會受理。

### 提升日

由本公司以背書形式核准受保人確認提升保障金額或範圍之生效日期。

### 常居地

指受保人在保單生效日起已經居住的地方，如無投保人特別聲明，於本保單內一律指香港。本公司支付賠償的先決條件乃受保人的常居地如永久變更，即其目前或日後擬遷往其他地方居住連續三(3)個月以上，則必須以書面通知本公司。本公司保留權利按其認為適用於新常居地之條款繼續為受保人提供保障，亦可拒絕繼續承保。

### 等候期

本保單生效後七十五(75)天內被診斷確認首次患上之病症，除意外導致外，本公司恕不提供任何保障。

### 本公司/我們

指三井住友海上火災保險(香港)有限公司。

### 閣下/投保人

記名於承保表或保險證書上的保單持有人。

## 保障承保範圍

本公司將根據本保單的生效期內及本公司已取得其合理要求之危疾(保單列明的疾病)證明，支付危疾保障。

本公司應付之危疾保障額，乃根據承保表或保險證書所列之保障，扣除任何未繳保費而計算。

「危疾」即受保人經予本公司醫生同意並給常居地註冊之醫生(或於某些承保疾病要求的專科醫生)診斷證實罹患下列任何一種或多種疾病，並於診斷後生存超過三十(30)天：

**重要事項** — 請細閱此保單，如需更正，請即通知本公司。

## 26 種主要危疾保障

### 1. 癌病

出現惡性細胞生長不受控制及擴散，並侵入鄰位組織的惡性腫瘤，包括白血病、淋巴肉芽腫病、淋巴瘤，但不包括因人體免疫力缺乏病毒引發之皮膚多發性出血性肉瘤、非侵入性原位癌及除侵入性惡性黑素瘤以外之任何皮膚癌。  
索償時必須具列精確的癌病組織證明以作支持文件。

### 2. 中風

腦血管意外導致永久性神經損傷，本項保障並不包括暫時性局部缺血中風。

### 3. 心臟病突發

由於血液供應不足以致心臟部分肌肉壞死，導致出現典型胸口翳痛、新的心電圖轉變及心臟酵素量增加。

### 4. 冠狀動脈手術

受保人遵照在其常居地註冊的心臟科醫生的建議，進行直視心臟手術，利用旁道管移植手術矯正一條或多條冠狀動脈的收窄或堵塞情況。本項保障不包括氣球血管整形術、激光或其他手術。

如兩條或以上的冠狀動脈已有最少百分之七十(70%)部份堵塞，則本項保障將包括採用氣球血管整形術、動脈硬化清除術或激光手術治療受影響之動脈。

### 5. 腎衰竭

末期腎臟衰竭，兩個腎臟均出現無法復原的慢性衰竭，需要進行定期的腎臟透析或腎臟移植手術。

### 6. 帕金森病

在受保人六十(60)歲生日前，經受保人常居地註冊之神經病科醫生明確診斷之自發性帕金森病（震顫性麻痺），並需接受原多巴胺治療。本項保障不包括其他帕金森神經機能障礙。

### 7. 多發性硬化

經受保人常居地註冊之神經病科醫生明確診斷之多發性硬化，以致最少持續六(6)個月出現中度神經功能異常的狀態。

### 8. 運動神經細胞病

經受保人常居地註冊之神經病科醫生診斷為運動神經細胞病，並持有合適的支持證明。

### 9. 癱瘓症／截癱

受保人持續最少十二(12)個月因癱瘓症而導致兩條或以上肢體完全及永久喪失功能。

### 10. 喪失聽覺

連續十二(12)個月雙耳完全及永久喪失聽覺。

### 11. 因輸血感染愛滋病毒

保單開始生效後，在受保人常居地接受治療時，透過輸血感染任何人體免疫力缺乏病毒。受保人必須向本公司之醫學顧問提交令其滿意的清晰證明，以證實愛滋病乃由上述途徑感染，並獲得提供輸血服務的有關機構承擔責任，同時證明受保人並非血友病患者。

### 12. 主動脈手術

因主動脈病患或受傷，需要接受主動脈切除及移植而進行直視心臟手術。根據本項釋義，主動脈即胸部及腹部的主動脈，而非主動脈的支脈。

### 13. 心臟瓣膜手術

進行直視心臟手術以修補或更換一片或以上的異常心臟瓣膜。

### 14. 重要器官移植手術

身為接受移植者，實際進行心臟、肝臟、肺、胰臟或骨髓移植的手術。

釋義包括同時移植超過一個上述的器官。如未有就腎衰竭提出索償申請，則本項將包括移植腎臟。

### 15. 失明

雙眼完全及永久喪失視力。

### 16. 昏迷

陷入失去知覺的狀態，對外界刺激或體內需要持續失去反應，採用生命維持系統最少九十六(96)小時，並出現永久性神經缺陷。

### 17. 喪失語言能力

因聲帶損傷，以致連續十二(12)個月完全及永久喪失說話能力。

### 18. 嚴重燒傷

受保人身體表面最少百分之二十(20%)遭受第三級燒傷。

### 19. 良性腦腫瘤

一種非癌性的大腦內腫瘤。本項釋義並不包括腦部動脈或靜脈出現囊腫、肉芽瘤及畸形，以及腦下垂體或脊椎出現血腫及腫瘤。

### 20. 末期病症

晚期或進展迅速的不治之症，而根據本公司之醫學顧問判斷壽命不會超過十二(12)個月。

### 21. 肝臟完全衰竭

已出現黃疸、腦功能病變及腹水的末期肝衰竭，並獲得受保人常居地之主要醫院聘任的合適醫生診斷確定。

### 22. 喪失肢體

完全及永久喪失兩條或以上肢體的用途，並最少其中一條肢體在膝蓋或肘部以上遭受嚴重性創傷。

### 23. 肌失養症

經受保人常居地註冊之認可神經科醫生確定為遺傳性肌失養症，以致永久及完全喪失能力。

### 24. 腦炎

腦部或脊髓膜發炎，以致出現嚴重的永久神經缺陷。是項診斷必須經由認可的神經科醫生證實。本項保障並不包括因愛滋病毒感染之腦炎。

### 25. 頭部意外受傷引致嚴重腦創傷

頭部意外受傷導致腦損傷的後遺症。經受保人常居地註冊認可之神經科醫生的證實，由於永久性神經缺陷導致嚴重的功能受損。

### 26. 肺動脈高壓

經受保人常居地註冊之心臟科醫生診斷，並獲臨床及實驗研究（包括心導管檢查）證實之原發性肺動脈高壓，同時亦須符合以下的診斷準則：

- 呼吸困難及疲勞；及
- 左心房壓力上升（最少 20 個單位或以上）；及
- 最少 3 個單位出現不正常的肺動脈阻力；及
- 肺動脈壓力最少 40 毫米汞柱；及
- 肺動脈楔壓最少 6 毫米汞柱；及
- 右心室端舒張壓力最少 8 毫米汞柱；及
- 右心室肥大，擴張及左心臟出現衰竭及代償失調的徵狀。



## 10 種兒童危疾保障

### 1. 嚴重哮喘

呈現最少三種下列特徵的嚴重哮喘：

- 過去兩年內曾有急性重症哮喘病發的紀錄
- 持續而顯著的運動耐力下降
- 因肺部慢性過度充氣引致的胸部畸形
- 經醫生處方需要在家使用氧氣治療
- 不少於六個月持續性需要每日使用口服皮質類固醇藥物治療哮喘

### 2. 自閉症

一種嚴重的兒童精神障礙疾病，出現社交互動、溝通能力發展、語言發展和社交發展的明顯障礙，並表現出自我傷害行為和不正常的身體動作。

自閉症指標：

下列第 a)、b) 及 c) 項內呈現其中六種或以上情況：

- 社交上的明顯障礙（至少呈現以下其中兩種情況）
  - 在使用多種非語言溝通技巧如眼對眼凝視、面部表情、身體姿勢及手勢來輔助社交互動上有明顯障礙
  - 不能發展出與其發展階段相稱的同儕關係
  - 缺乏自發性地尋求與他人分享快樂、興趣、或成就的能力(例如對自己喜歡的東西不會炫耀、帶出、或指給別人看)
  - 缺乏社交或情感的互動性
- 溝通能力的明顯障礙（至少呈現以下其中一種情況）
  - 口語的發展遲緩或完全缺乏(未有試圖透過使用其他的溝通模式如以手勢或以模仿來輔助)
  - 有足夠語言能力，但與他人開展或維持對話的能力有明顯障礙
  - 呆板而重覆的使用語句或使用特異的字句
  - 缺乏與其發展階段相稱的各式各樣的自發性假扮角色遊戲或模仿社交活動遊戲
- 重覆性及局限性的行為、興趣及活動模式(至少表現出以下其中一種行為)
  - 全面地全神貫注於一種或一種以上的局限性、重覆性及呆板性的興趣模式，並呈現異常的強烈度或專注度
  - 固執地遵循一些特定而無意思的常規行為或儀式
  - 重覆地作出一些小動作（例如：拍打或扭曲手或手指，或複雜的全身動作）
  - 持續專注於物體的某部份

必須由兒童精神科醫生確診，而上述情況在確診後必須持續不少於六個月。

本保障不包括亞氏保加症及非典型自閉症。

### 3. 嚴重甲型血友病及乙型血友病

嚴重甲型血友病(缺乏 VIII 凝血因子)或嚴重乙型血友病(缺乏 IX 凝血因子)，而凝血因子 VIII 或凝血因子 IX 的活性水平少於一個百分比。必須由血液科專科醫生確診。

### 4. 胰島素依賴型糖尿病(一型糖尿病)

胰島素依賴型糖尿病(一型糖尿病) 並符合以下所有確診條件：

- 因自體免疫性疾病導致胰臟長期不能分泌胰島素；及
- 經內分泌科專科醫生確診醫療上有需要依賴外來的胰島素以維持正常血糖代謝；及
- 此情況在確診後必須持續不少於六個月。

### 5. 川崎病併有心臟併發症

川崎病併有心臟併發症，呈現輕度貧血、白血球量高於正常水平、反映血管炎症的紅血球沉降率升高及血小板數目急

升。

必須符合以下所有確診條件：

- 一條或以上的冠狀動脈持續擴張或形成動脈瘤，直徑最少為六毫米；及
- 此擴張或動脈瘤在確診後必須持續不少於六個月。

### 6. 因疾病或意外受傷導致智力受損

經由兒童神經心理學的評估，確定直接純粹因意外或疾病而非其他原因導致智力受損，出現整體智力功能低於常人、智力缺陷或學習障礙。

賠償只會支付予受保人已年滿四歲，有確切證據證明其智力缺陷必須直接純粹因意外或疾病而非其他原因而導致其智商(IQ)低於 70，此情況在確診後必須持續不少於六個月。

由先天性疾病導致的智力受損將不包括在保障範圍內。

### 7. 成骨不全症

指一種遺傳病，其特徵為骨骼脆弱、骨質疏鬆及容易骨折。必須由兒科專科醫生確診為成骨不全症第三型，並符合以下所有條件：

- 就成骨不全症第三型之確診進行的皮膚活組織檢查的測試結果為陽性；及
- X 光片結果顯示多處骨折及漸進性脊柱後側凸畸形；及
- 兒科專科醫生為受保人進行身體檢查的結果顯示受保人因此疾病導致成長遲緩及聽覺受損。

### 8. 斯蒂爾病

一種系統性病發幼兒自發性關節炎，在關節炎病發前數月，呈現發高燒及系統性疾病的病徵。

須符合以下所有條件：

- 由兒童風濕科專科醫生確診；及
- 因該病引致廣泛性關節破壞，以致兒童風濕科專科醫生建議需要接受腕部及膝關節置換手術。

### 9. 風濕性心臟疾病

急性風濕熱並符合以下所有確診條件：

- 必須由心臟專科醫生或兒科專科醫生根據已修訂的 JONES 標準確診患上急性風濕熱；及
- 純粹因風濕熱導致最少一個或以上心瓣輕度關閉不全。

### 10. 嚴重癲癇症

經由神經專科醫生或兒科醫生通過腦電圖 (EEG) 配合其他適當的調查包括磁力共振掃描 (MRI) 和正電子發射斷層掃描 (PET) 確診的嚴重癲癇症，並符合以下所有確診條件：

- 全身性癲癇發作，伴有意識喪失和強直陣攣動作；及
  - 此情況已經持續不少於十二個月；及
  - 儘管在神經專科醫生或兒科醫生的建議下已經使用了最適當的藥物治療，根據可靠的醫療記錄，在十二個月內有不少於六次癲癇發作；及
  - 已進行腦外科手術以控制癲癇發作。
- 本保障不包括發高燒而引起的痙攣，失神發作和嬰兒痙攣症。

## 賠償責任範圍

1. 本公司只會就一宗事件及本保單承保危疾之其中一種病症支付賠償。
2. 任何受保人均不得投購多份由本公司承保之危疾保障保單。如受保人投購多份危疾保障保單，本公司有權視受保人為最高保障額的該份保單保障。如各份保單的保險額相同，本公司將視受保人為受首份簽發的保單保障。
3. 本公司一旦按投保人索償支付任何危疾保障，本保單即告終止，所有其他保障一律無效。

## 保障支付

1. 投保人必須按本公司要求提交以下的證據，本公司方會支付索償保障：
  - a) 發生可索償事件，或連續發生可索償事件的證明；
  - b) 索償人之法定所有權證明；
  - c) 受保人之出生日期證明；
  - d) 已填妥的本公司索償表格；及
  - e) 本公司合理要求的其他資料如：
    - i) 受保人按本公司合理要求，每隔一定時段自費向本公司提供醫學證書及證明；及
    - ii) 遵照本公司提出的合理要求，由本公司委派之醫學檢驗員，為受保人進行身體檢查及／或測試，費用由本公司支付；及
    - iii) 允許本公司獲取任何身體檢查及／或測試及／或受保人病歷報告或病歷表之書面同意書。
2. 所有醫學證明及身體檢查報告及／或測試必須由受保人常居地或本公司認可之其他國家居住及執業之醫生提供，並須以書面方式提交本公司。
3. 如受保人無法接受任何檢驗或測試，又或無法提供書面同意書，以致本公司無法取得我們認為必要的醫學或其他資料，本公司不會支付危疾保障，亦不會退回任何已付保費。

## 索償條款

本公司將本著誠信竭盡所能處理一切與閣下有關之事宜。同樣，我們亦須依據下列程序才能支付賠償：

### 1. 索償通知

投保人如需提出索償，必須在保單釋義的通知期內向本公司發出通知，並於發出斷症後三十(30)天內填妥索償表格，連同醫療證明資料交予本公司。如受保人遭遇意外或患上緊急傷病而無法遵從一般的索償程序，則應盡快在合理時間內向本公司提交書面通知及醫療證明資料。

### 2. 索償證明

投保人必須在本保單訂明的期限內將正本文件連同已填妥並經保單持有人及主診醫生簽署的索償表格送達本公司，本公司方會支付危疾保障賠償，本公司不會接受任何文件副本。如本公司權衡醫療實況或各可能性後，基於之前已存在病症為理由不承保任何事項，受保人有權提交本公司合理要求的醫療證明，以便本公司重新考慮是否根據本保單作出賠償。

### 3. 身體檢查

本公司有權及可能透過醫療代表，在任何索償期間按其認為合理的任何時間，為受保人進行身體檢查。此外，本公司亦有權在法律允許下要求驗屍。

## 一般不承保事項

本保單不承保以下事項、狀況、活動及其後果，亦不會承擔繳付賠償之責任：

1. 根據本保單釋義之「之前已存在病症」及／或相關或引發之病症，除非投保人在簽訂本保單前全面公開有關情況並已獲得本公司以書面接受，則屬例外。
2. 任何因先天性疾病引致的病症。
3. 受保人於保單生效日或提高保障金額生效日後七十五(75)天內被診斷確認首次患上之病症，惟意外事件引致的病症除外。
4. 受保人非以付費乘客身份乘搭已領取適當牌照的包機而進行飛行活動。
5. 受保人受酒精或藥物影響，惟按照註冊醫生指示下服用則除外。
6. 在不合理情況下，沒有尋求或遵守醫療意見或指示。
7. 危險運動及消遣活動包括參與（或練習）打拳、探洞、攀石、騎馬、任何類型滑雪、高空躍跳、騎馬打獵、微型引火、攀山、探勘、氣墊船競賽、帆船競賽或任何競賽以及速度比賽或耐力賽。
8. 受人體免疫力缺乏症或愛滋病病毒感引致的任何病症。惟本保單承保之「經輸血感染愛滋病病毒」保障則除外。
9. 任何十二(12)個月內，受保人於根據本保單釋義之常居地以外地方連續居住超過三(3)個月，除非常居地之永久變更已通知並獲得本公司以書面接受，則屬例外。
10. 精神病症、神經失常、自戕、自殺或因性行為傳染之病症。
11. 受保人從事之任何違法或不合法行為。
12. 因以下事故直接或間接導致或引致或與以下事故相關之死亡、傷殘、損失、損害、損毀、任何法律責任、費用或開支，不論此等情況乃同時或以任何其他次序由任何事故或事件所引致亦然：
  - a) 任何核子燃料、核子廢料或核子燃料燃燒造成的電離子輻射或放射性污染；
  - b) 任何核子裝置、反應器或其他核子機組或其核子元件之輻射性、毒性、爆炸性或其他危險性或污染物質；
  - c) 任何應用原子或核子分裂，及／或核聚變或其他同類反應，或輻射性能量或物質之武器或裝置；
  - d) 任何輻射物質造成之輻射性、毒性、爆炸性或其他危險或污染物質。當輻射同位素正在預備、預置、運載、儲存或使用於商業、農業、醫療、科技或其他類似的和平用途時，則本項之不承保範圍並不包括該等輻射同位素，惟核子燃料除外；
  - e) 任何化學、生物、生化或電磁武器。
13. 因以下事故直接或間接導致或引致或與以下事故相關之死亡、傷殘、損失、損害、損毀、任何法律責任、費用或開支，不論此等情況乃同時或以任何其他次序由任何事故或事件所引致亦然：
  - a) 戰爭、侵略、外敵行動、敵對局面、交戰事件(不論正式宣戰與否)、內戰、叛亂、革命、反叛、叛亂升級或擴大至大規模叛變事件、軍事或篡權行動；或

- b) 任何恐怖活動，包括但不限於任何人士(人等)或團體因政治、宗教、思想形態或類似目的透過以下方式，陳述與否，及/或令公眾或任何社會階層恐慌：
  - i) 使用或以武力、暴力威脅及/或
  - ii) 人身或財產的傷害或損害(或受到此等傷害或損害威脅)，包括但不限於核子輻射及/或化學污染及/或生物劑；或
- c) 採取任何行動控制、阻止、壓制或以任何方式控制、阻止或壓制與上述第 a)或第 b)條有關之行動。

#### 制裁限制之不承保條款

如本保單所提供的任何保障或支付的任何賠款涉及聯合國決議的任何制裁、禁令或限制、或歐盟、英國或美國所作出的貿易或經濟制裁或法規，則本公司將視其為本保單的不保事項，因而不提供任何保证或承擔任何賠償責任。

如本公司基於上述一般不承保事項規定而拒絕之任何索償，閣下必須負責證明索償事項及本保單的保障範圍。

## 一般條款

此乃本合約的重要部份，閣下必須遵從下列條款：

### 1. 合作

本公司支付款項的先決條件乃受保人或其代表與本公司及其醫學顧問全面合作，並且全面及如實披露受保人知悉或應知的一切重要事實及事宜，同時應本公司要求簽署任何文件，以授權本公司向任何醫生、醫院或其他來源獲取相關資料，而有關的開支均由受保人承擔。

### 2. 避免索償及風險變化

受保人應採取一切合理預防措施，以避免並盡量減低任何意外、身體損傷或疾病的機會。如有任何重要資料或情況變更，以致索償的可能性提高，受保人必須立即以書面通知本公司。本公司將根據重要資料或情況變化釐定適當的條款並保留權利繼續提供保障，或可拒絕承保。

### 3. 保費

- a) 保費於本保單釋義的到期日當天到期。首次保費於承保表或保險證書列明的生效日到期應繳，此後的保費將於承保表或保險證書註明的往後月份有關日期應繳。「保費」泛指首次及其後之保費。
- b) 保費將透過承保表或保險證書列明之戶口每年直接扣除。
- c) 除在「本公司」投保超過一份兒童疾症保障保單的情況下，已收保費概不退還。
- d) 如在保險期內提出索償，本公司將在所支付的賠償金額中扣除每年應交保費的剩餘未繳金額。
- e) 投保人在首次支付保費後，於其後到期日均可獲三十(30)天寬限期。如投保人在寬限期內提出索償，本公司將在應付的賠償金額扣除投保人尚未繳付的保費及每年保費的相關部份。
- f) 如投保人在到期日及於三十(30)天寬限期後仍未繳付保費，本保單即會被取消，所有保障亦會終止。本保單一經取消，如投保人申請保單重訂，本公司可行使酌情權接受或拒絕重訂，投保人並需提供足夠可保證據，證明其符合受保資格，以及繳清所有欠付保費及任何其他應款項。
- g) 保費水平可能增加或改變。本公司可能會根據受保人改變重要事實風險（不包括健康情況之改變）、任何影響所有投保人的全面性保費調整，以及本公司實際或預計的有關業務業績，而於任何一年的到期日提高或調整保費金額。

### 4. 開始生效期及續訂保險單

承保表或保險證書已清楚列明保險期。本保單一般以每年續訂，如雙方達成協議，將於保單生效後每年續訂保單。但保單持有人如在保單最初開始生效時已呈交醫療及健康報告以

證明符合受保條件，其後續訂保單時則毋須再呈交有關證明，然而投保人必須從本保單開始生效後一直維持本保單生效，並於每次保費到期時悉數繳付。

### 5. 合資格人士

合資格人士必須以香港為常住地，並持有有效之香港身份證或香港出生證明書，及於保單生效日年齡不少於十五(15)天，或於保單到期日年齡不超過十八(18)歲。

### 6. 更改

- a) 儘管本保單有所規定，如本公司或本保單因受法例、稅制或司法決定變更影響，本公司將按其認為恰當保留更改保單的權利，屆時本公司將以書面通知投保人有關的更改事宜。
- b) 如受保人誤報出生日期，本公司將根據其後提報之真實出生日期修訂各項保障。如根據該投保人之真實出生日期，應不獲本公司簽發保單，則本保單會被取消而本公司亦毋須支付任何保障。
- c) 由投保人或被保人簽署之文件中有任何失實聲明或隱瞞任何重要事實，本公司有權根據該等重要事實更改，修訂或取消本保單。重要事實乃指足以影響本公司審批保險計劃書的任何資料。

### 7. 仲裁

倘若本公司拒絕向閣下作出賠償或對賠償金額存在任何爭議（統稱為「爭議」），有關「爭議」均依據現行《仲裁條例》（第 341 章）裁決。如有關人士未能就選擇仲裁員達成協議，仲裁員人選事宜將轉介現行香港國際仲裁中心主席裁決。本公司特此聲明，閣下必須首先取得仲裁決議，方可按本保單採取任何法律行動或提出訴訟。

若有關「爭議」未能於本公司拒絕賠償起 12 個月內按本仲裁條款提出仲裁，閣下會被視作完全放棄閣下的索償權，並不得在日後根據本保單重新提出索償。

### 8. 詐騙

如投保人根據本保單提出任何索償，當中涉及任何詐騙或以詐騙取得本保單賠償，本公司將即時取消保單，並會沒收所有賠償及保費。

### 9. 通知

投保人發給本公司的指示、要求或通知文件、資料及同意書，必須送達保單註明之本公司辦事處地址，本公司方會接納。本公司發給投保人的通知或通訊，一律送達承保表或保險證書訂明的地址。

### 10. 取消保單

- a) **由投保人提出**  
投保人可隨時以書面通知本公司取消保單，保障將於通知後下一日終止。可是倘若「閣下」在取消本保單時，仍未繳付任何保費，本保單將視為於生效日當天取消。
- b) **由本公司提出**  
如投保人未能遵守保單條款或違反至高誠信的精神，本公司將會給與投保人三十(30)日通知取消保單，而有關通知則會寄往投保人最後為本公司知悉的地址。

### 11. 司法管轄權

本保單遵從香港特別行政區之專有司法管轄權，並按香港特別行政區法律詮釋。

### 12. 《合約（第三者權利）條例》之責任除外權

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。

## Appendix: Notice to customers relating to the Personal Data (Privacy) Ordinance ("the Ordinance")

MSIG Insurance (Hong Kong) Limited ("MSIG", "we" or "us") would ask that you take the time to read this privacy policy carefully. In case of discrepancies between the English and Chinese versions of this statement, the English version shall prevail.

### **PRIVACY POLICY**

MSIG takes your privacy very seriously. To ensure your personal information is secure, we communicate and enforce our privacy and security guidelines according to the relevant laws and regulations. MSIG takes precautions to safeguard your personal information against loss, theft, and misuse, as well as against unauthorised access, disclosure, alteration, and destruction. Furthermore, we will not sell your personal information to anyone for any purposes. MSIG imposes very strict sanction control and only authorised staff on a need-to-know basis are given access to or will handle your personal data, and we provide regular training to our staff to keep them abreast of any new developments in privacy laws and regulations.

We will only retain your personal data in our business records for as long as it is necessary for business and tax purposes as permitted by the laws. We will require our agent, contractor or third party who provides administrative or other services on our behalf to protect personal data they may receive in a manner consistent with this policy. We do not allow them to use such information for any other purposes. If you have any questions or inquiries regarding our privacy policy, please feel free to contact us.

We may amend this Privacy Policy at any time and for any reason. The updated version will be available by following the 'Privacy Policy' link on our website homepage at [www.msig.com.hk](http://www.msig.com.hk). You should check the Privacy Policy regularly for changes.

### **Personal Information Collection Statement**

Personal information is data that can be used to uniquely identify or contact a single person. As our customers, it is necessary from time to time for you to supply us with your personal data in relation to the general insurance services and products ("the Product") that we provide to you and in order for us to deliver and improve the customer service. This includes but not limited to the personal data contained in the proposal form or in any documents in relation to the Product or any claim made under the Product.

Your personal data may be used for **obligatory purpose** or **voluntary purpose**. If personal data are to be used for an obligatory purpose, you **MUST** provide your personal data to MSIG if you want MSIG to provide the Product. Failure to supply such data for obligatory purpose may result in MSIG being unable to provide the Product.

The **obligatory purposes** for which your personal data may be used are as follows:-

- processing and evaluating your insurance application and any future insurance application you may make;
- our daily operation and administration of the services and facilities in relation to the Product provided to you;
- variation, cancellation or renewal of the Product;
- invoicing and collecting premiums and outstanding amounts from you;
- assessing and processing claims in relation to the Product and any subsequent legal proceedings;
- exercising any right of subrogation by us;
- contacting you for any of the above purposes;
- other ancillary purposes which are directly related to the above purposes;
- complying with applicable laws, regulations or any industry codes or guidelines; and
- detecting and preventing fraud (whether or not relating to the policy issued in respect of this application).

The **voluntary purposes** for which your personal data may be used are any sales, marketing, promotion of other general insurance services and products provided by MSIG. The personal data we intend to use for voluntary purposes are your name, your address, your phone number and email address.

If you do not wish MSIG to use your personal data for the voluntary purposes listed above, you should tick the box on the right and send us a copy of this Notice at the address listed below together with the required information which are necessary for us to process your opt-out request. You may also notify us by sending an email to 'dpo@hk.msig-asia.com'. In your notification, you must supply the same required information as listed below.

<b>To enable us to process your opt-out request, please provide us below information and send to: The Data Protection Officer at 9/F, Cityplaza One, 1111 King's Road, Taikoo Shing, Hong Kong.</b>	
<b>Full Name:</b>	
<b>Contact Number:</b>	
<b>HKID Number:</b>	<i>(for identification purpose)</i>
<b>Policy / Certificate / Acknowledgement Number (if you have one):</b>	
<b>NOTE: This instruction will override all previous instructions relating to direct marketing that have been given to MSIG.</b>	

- In connection with any of the above purposes, the personal data that we have collected might be transferred to:
- third party agents, contractors and advisors who provide administrative, communications, computer, payment, security or other services which assist us to carry out the above purposes (including medical service providers, emergency assistance service providers, telemarketers, mailing houses, IT service providers and data processors);
  - in the event of a claim, loss adjudicators, claims investigators and medical advisors;
  - reinsurers and reinsurance brokers;
  - your insurance broker;
  - our legal and professional advisors;
  - our related companies as defined in the Companies Ordinance;
  - the Hong Kong Federation of Insurers (or any similar association of insurance companies) and its members;
  - the Insurance Complaints Bureau and similar industry bodies; and
  - government agencies and authorities as required or permitted by law;
  - fraud prevention organizations;
  - other insurance companies (whether directly or through fraud prevention organization or other persons named in this paragraph);
  - the police; and
  - databases or registers (and their operators) used by the insurance industry to analyse and check information provided against existing information.

In order to confirm the accuracy of your personal data, you agree to provide us with authorisation to access to and to verify any of your personal data with the information collected by any federation of insurance companies from the insurance industry.

Under the relevant laws and regulations, you have the right to request access to and to request correction of your personal data held by us. If you wish to exercise these rights, please write to our Data Protection Officer at 9/F Cityplaza One, 1111 King's Road, Taikoo Shing, Hong Kong.

If you have any enquiries or require assistance with this Personal Information Collection Statement, please call us at (852) 3122 6922.

## 附錄：致各客戶有關個人資料（私隱）條例（“條例”）通知書

三井住友海上火災保險（香港）有限公司（下稱「三井住友保險」、「我們」或「本公司」）請您仔細閱讀下列條款與條件。如此聲明的英文版本與中文版本內容有歧異，將以英文版本為準。

### 私隱政策

三井住友保險極為重視您的私隱。為了保障您的個人資料，我們以有關法例及規例為準則，向公司內部傳達並執行我們定立之私隱及保障指引。三井住友保險採取預防措施以保障您的個人資料免遭受遺失、盜竊、誤用，以及在未經許可之情況下被取用、洩露、更改及破壞。此外，我們均不會出售您的個人資料給任何人。三井住友保險嚴格執行認可管制，只容許獲授權之職員在必需要的情況下，取用或處理您的個人資料。我們會向職員定期提供培訓，確保他們知悉任何有關私隱法律及規例的新發展。

我們只會在法律容許並必需用於業務及稅務用途之情況下，保留您的個人資料作為我們的業務記錄。我們會向以本公司之名義提供行政或其他服務之代理、承辦商或第三者，要求他們遵循本政策保護有可能收到的個人資料。本公司不會容許他們使用有關資料於任何其他目的。如您對我們的私隱政策有任何疑問，歡迎聯絡我們查詢。

我們可能不時修改此範本。修改後的範本可於本公司網頁 [www.msig.com.hk](http://www.msig.com.hk) 下載。您應定期查閱此範本所修改的內容。

### 個人資料收集聲明

個人資料是可以用作獨立識別或聯絡個別人士之數據。貴為我們的客戶，您須向我們不時供給與我們提供之一般保險服務及保單產品（下稱「保單」）相關的個人資料，讓我們可向您提供客戶服務及改善服務質素。當中包括但不限於您在申請表填寫或任何與保單有關之文件上或任何透過保單索償上所載之個人資料。

您的個人資料可被用於**強制性**或**自願性**用途。如個人資料是用於強制性用途，而您希望三井住友保險提供有關保單，則您必須向三井住友保險提供有關個人資料，否則三井住友保險將不能向您提供有關保單。

您的個人資料可被用於以下**強制性**之用途：

- 處理及審批您的保險申請或您將來提交的保險申請；
- 向您提供與保單及核保相關之日常運作及行政用途；
- 保單之更改、取消或續保用途；
- 發出繳交保費通知及向您收取保費及欠款；
- 評估及處理透過保單索償及任何繼後法律訴訟之用途；
- 由本公司行使代位權利之用途；
- 就以上用途聯絡您；
- 其他與上述用途有直接關係的附帶用途；
- 遵循適用法律，條例及業內守則及指引；及
- 偵測和防止欺詐行為（無論是否與就此申請而發出的保單有關）所需的目的是。

而自願性用途則指任何三井住友保險提供的其他一般保險服務及保單產品之銷售、市場營銷及推廣。用作自願性用途之個人資料則為您的姓名、地址、電話號碼及電郵地址。

如您不欲 三井住友保險將您的個人資料用作上述自願性用途，您應於右列方格加上剔號並  
將此通告之副本連同您要求拒絕服務所必須提供的資料（詳情如下）郵寄至下列地址。

您亦可選擇以電郵方式將您的要求連同所需的個人資料（詳情如下）電郵至 “dpo@hk.msig-asia.com” 。

為讓我們能夠處理您以上提出的拒絕服務之請求，請提供以下資料並寄至三井住友海上火災保險（香港）有限公司的資料保護主任：香港太古城英皇道 1111 號太古城中心第一期 9 樓。	
姓名：	
聯絡電話：	
香港身份證號碼：	(作識別之用)
保單號碼 / 證書編號 / 確認編號 (如適用)：	
附註:此拒絕服務要求將會取代您先前給予三井住友保險一切關於直接促銷的指示。	

就任何上述的用途，我們所收集的個人資料可能會被轉移至：

- 向我們提供行政、通訊、電腦、付款、保安及其他服務的第三方代理、承包商及顧問（包括：醫療服務供應商、緊急救援服務供應商、電話促銷商、郵寄及印刷服務商、資訊科技服務供應商及數據處理服務商）；
- 處理索賠個案的理賠師、理賠調查員及醫療顧問；
- 再保公司及再保經紀；
- 您的保險經紀；
- 我們的法律及專業業務顧問；
- 我們的關連公司（以《公司條例》內的定義為準）；
- 香港保險業聯會（或同類的保險公司聯會）及其會員；
- 保險投訴局及同類的保險業機構；
- 法例要求或許可的政府機關；
- 防欺詐組織；
- 其他保險公司（無論是直接地，或是通過防欺詐組織或本段中指名的其他人士）；
- 警察；及
- 保險業就現有資料而對所提供的資料作出分析和檢查的數據庫或登記冊(及其運營者)。

為了確保您的個人資料之準確性，您同意授權本公司查閱並核實任何由保險業內保險公司聯會所收集有關您的個人資料。

根據有關法例及規例，您有權查閱及更正本公司所持的任何載有您的個人資料之記錄。如您欲行使以上權利，可以書面形式投寄至香港太古城英皇道 1111 號太古城中心第一期 9 樓三井住友海上火災保險（香港）有限公司，通知本公司的資料保護主任。

如您對此個人資料收集聲明有任何疑問或須協助，請致電(852) 3122 6922 與我們聯絡。