
Critical Illness Protection

The Policy and the Schedule 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 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 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 if an Insured Person sustains a Covered Condition during the Period of Insurance stated in the Schedule or any subsequent period for which the Insured shall pay, and the Company shall accept the required premium.

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

Definition of Words

Covered Condition

The Major Critical Illness(es) or Early-Stage Critical Illness(es) as defined in the Policy.

Dependant

A dependant who is

- a) the spouse or Domestic Partner of the Insured Person or;
- b) unmarried children who are dependent upon the Insured Person for support provided always that such children are aged not less than 15 days and not more than 18 years at the date of enrolment or renewal (extended to 23 years old if in full time formal education).

Dietician

A qualified practitioner in the field of nutrition and dietetics duly registered and legally authorized in the geographical area of his practice to render dietician consultation services, other than the Insured Person, the family member or relatives or partner of the Insured Person unless otherwise agreed by the Company.

Domestic Partner

Civil partner, or two adults (of same or different sex) who reside together and have chosen to share their lives in an intimate, continuous, committed, and exclusive relationship during which period neither of the partners was or is married to or partnered with any other person.

Domestic partners do not include roommates, siblings, parents and children, or persons having other similar relationships.

Due Date

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

Insured Person

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

Notification Period

The period of 30 days from the diagnosis of a Covered Condition 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 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.

Registered Chinese Medicine Practitioner

A Chinese medicine practitioner who is

- a) duly registered with the Chinese Medical Council of Hong Kong pursuant to the Chinese Medicine Ordinance (Cap. 549) of the laws of Hong Kong or a body of equivalent standing in jurisdictions outside Hong Kong; and
- b) legally authorised for practising Chinese medicine in the locality where the treatment is provided to the Insured,

other than the Insured Person, the family member or relatives or partner of the Insured Person unless otherwise agreed by the Company.

Registered Medical Practitioner

A medical practitioner of Western Medicine, General Practitioner, Specialist or Surgeon who is

- a) duly registered with the Medical Council of Hong Kong pursuant to the Medical Registration Ordinance (Cap. 161) of the laws of Hong Kong or a body of equivalent standing in jurisdictions outside Hong Kong; and
- b) legally authorised for practising medical and surgical service in the locality where the treatment is provided to the Insured,

other than the Insured Person, the family member or relatives or partner of the Insured Person unless otherwise agreed by the Company.

Schedule

The Schedule attached to this policy.

Treatment

The Surgical or medical procedures, the sole purpose of which is relief of Covered Condition.

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 more than 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.

We / Us / the Company

MSIG Insurance (Hong Kong) Limited.

You / the Insured / the Policyholder

The policyholder of this insurance as named in the Schedule.

Covered Conditions

(a) Major Critical Illnesses

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 the following are not covered:

- 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. Heart Attack

The death of a portion of heart muscle in Acute Myocardial Infarction 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.

3. Stroke

A cerebrovascular accident (CVA) resulting in permanent neurological deficit with persisting abnormal clinical symptoms that are expected to last throughout the Insured Person's life.

Symptoms of permanent neurological deficit include numbness, hyperaesthesia (increased sensitivity), paralysis, localised weakness, dysarthria (difficulty with speech), aphasia (inability to speak), dysphagia (difficulty in swallowing), visual impairment, difficulty in walking, lack of coordination, tremor, seizures, lethargy, dementia, delirium, and coma.

Transient Ischaemic Attacks are not covered.

(b) Early-Stage Critical Illnesses

Related to Cancer

1. Carcinoma-in-situ (CIS)

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 or actively destroying) the surrounding tissues or stroma where the tumour is classified as Tis according to the TNM classification, or FIGO Stage 0, or CIN III or below.

To support a claim, precise histological evidence must be produced.

2. Early-Stage Cancer

The presence of one of the following malignant conditions:

- a) Early thyroid cancer histologically classified as T1N0M0 according to the TNM classification as well as papillary microcarcinoma of thyroid that is less than 2cm in diameter;
- b) Early bladder cancer histologically classified as T1N0M0 according to the TNM classification as well as papillary microcarcinoma of bladder;
- c) Early prostate cancer histologically classified as T1N0M0 according to the TNM classification;
- d) Chronic lymphocytic leukaemia classified as Rai Stage I or II;
- e) Hodgkin's lymphoma Stage I by the Cotswolds classification staging system.

Premalignant lesions and conditions, unless listed above, are excluded.

To support a claim, precise histological evidence must be produced.

Related to Heart Attack

1. Coronary Artery Disease Requiring 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.

2. Heart Valve Disease Requiring Surgery

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

Related to Stroke

1. Carotid Artery Disease Requiring Surgery

The undergoing of angioplasty or endarterectomy for carotid arteries for the treatment of stenosis of fifty percent (50%) or above, as proven by angiographic evidence, of one or more carotid arteries.

2. Cerebral Aneurysm Requiring Surgery

The undergoing of intracranial surgery via a craniotomy to clip or otherwise repair or remove an aneurysm of one or more of the cerebral arteries.

Benefits

Subject to the Policy being in force and the Company receiving such proof of a Covered Condition (as defined in the Policy) as it may reasonably require the Company will pay the corresponding benefit according to the Table of Benefits.

The Company's liability is limited to the sub-limits indicated on the Table of Benefits as applying to each item or type of cover provided.

The amount of benefit payable will be that specified in the Schedule/Table of Benefits less any unpaid premiums.

To qualify for benefit, the Insured Person must, to the satisfaction of the Company's medical adviser, be certified by a Registered Medical Practitioner in the relevant field in the Insured Person's Usual Country of Residence as suffering from a Covered Condition and be alive more than 21 days after the diagnosis is made.

Section 1 – Critical Illness Benefit

The total benefit payable for Section 1 shall not exceed the Lifetime Benefit Limit stated in the Table of Benefits subject to the terms and conditions of this Policy.

(a) Major Critical Illness

If the Insured Person is diagnosed to be suffering from a Major Critical Illness, the Company will pay the corresponding benefit according to the Table of Benefits to the Policyholder.

Each Insured Person can claim for up to two(2) different Major Critical Illnesses.

The second Major Critical Illness claimed should not be the complication or sequelae of a Major Critical Illness for which a claim has been paid.

(b) Early-Stage Critical Illness

If the Insured Person is diagnosed to be suffering from an Early-Stage Critical Illness, the Company will pay the corresponding benefit according to the Table of Benefits to the Policyholder.

Each Insured Person can claim for up to two(2) different Early-Stage Critical Illnesses.

The second Early-Stage Critical Illness claimed should not be the complication or sequelae of an Early-Stage Critical Illness for which a claim has been paid.

Section 2 – Medical Consultation and Caring Benefit

Subject to the payment of benefit under Section 1, the Company will pay the Medical Consultation and Caring Benefit to the Insured Person as specified in Table of Benefits for expenses incurred for the following professional services within twelve (12) consecutive months from the date of diagnosis of a Major Critical Illness, provided that all such fees or charges are necessarily and reasonably incurred for Treatment or care of the Major Critical Illness and supported by original receipts.

Medical Consultation and Caring Benefit is payable for one Major Critical Illness.

(a) General or Specialist Outpatient Services

General or Specialist outpatient services provided by or on the order of a Registered Medical Practitioner.

(b) Chinese Herbalist Consultation (consultation and medication fee)

Chinese Herbalist consultation performed by Registered Chinese Medicine Practitioner.

(c) Dietetic Consultation (consultation fee only)

Dietetic consultation performed by qualified Dietician. Writing referral from the attending Registered Medical Practitioner is required.

(d) Psychological Counselling (consultation only)

Psychological counselling performed by Registered Psychologist. Writing referral from the attending Registered Medical Practitioner is required.

(e) Supportive Care for Cancer

Supportive care prescribed and recommended by the attending Registered Medical Practitioner to improve the quality of life of the Insured Person in case of life-threatening Cancer by relieving or soothing the symptoms of the Cancer itself or side effects of Treatment. It only provides relief of symptoms and suffering caused by Cancer but does not cure the disease.

Table of Benefits

Unless otherwise stated and subject to any sub-limit as stated in any section, the maximum indemnity in respect of the Insured Person is shown under the Table of Benefits below for the Period of Insurance.

	Benefits	Maximum Limit (HK\$)		
		Plan 1	Plan 2	Plan 3
Section 1	Critical Illness Benefit			
	Lifetime Benefit Limit	500,000	1,000,000	1,500,000
	(a) Major Critical Illness	250,000	500,000	750,000
	(b) Early-Stage Critical Illness	50,000	100,000	150,000
Section 2	Medical Consultation and Caring Benefit			
	(a) Chinese Herbalist Consultation	10 visits	10 visits	10 visits
	(b) Dietetic Consultation			
	(c) General or Specialist Outpatient Services	800 per visit	800 per visit	800 per visit
	(d) Psychological Counselling			
	(e) Supportive Care for Cancer	25,000	25,000	25,000

Payment of Benefits

- The payment of benefit will be subject to the Company receiving such proof as it may reasonably require of:
 - the happening of an event on which any benefit is payable or the continuation of the circumstances under which any benefit is payable,
 - the legal title of the claimant,
 - the date of birth of the Insured Person,
 - a completed Company claim form and
 - such other information and evidence as the Company may reasonably require including:
 - medical certificate and evidence of Covered Condition at such intervals as the Company may reasonably require, at the Insured Person's own expense; and
 - medical examinations of 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
 - written consent to allow the Company to receive the results of any medical examinations or tests or the Insured Person's medical history or records.
- All medical certificates and the results of medical examinations or tests must be submitted to the Company in writing and must be provided by Registered Medical Practitioners resident and practising in the Insured Person's Usual Country of Residence or such other countries as the Company may allow.
- 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 benefit will not be paid and there will be no refund of any premiums paid.
- Unpaid balance of a full-year premium will be deducted from any Benefit payable should a covered claim arise during the Period of Insurance.

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 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 and receipts together with a fully completed Claim Form signed by You or the Insured Person and the attending Registered Medical Practitioner respectively must be submitted to the Company within the time limits specified in the Policy if payment of the 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.

4. Legal Proceedings

No action in law or equity shall be brought to recover under the Policy until after the expiration of 60 days from the date Proof of Claim has been furnished in accordance with the Policy conditions. The parties have agreed that the Law of the Hong Kong Special Administrative Region shall govern and control in the event of any conflict or dispute between the parties with regard to the Policy, and that the parties submit themselves to the exclusive venue and jurisdiction of the Courts of the Hong Kong Special Administrative Region for the resolution of any such conflict or dispute.

5. 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. 609 of the Laws of Hong Kong) 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.

General Exclusions

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

1. Pre-existing Conditions, as defined in the Policy, 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 Covered Condition arising from congenital anomalies.

3. Any Covered Condition diagnosed or with the signs or symptoms of which occurring within 90 days from the original inception date of the Policy or in respect of the upgraded part of the Benefit Amount and the Upgrade Date.
4. Any medical services which are not medically necessary.
5. Genetic testing undertaken to test for a genetic predisposition to Cancer, Carcinoma-in-situ, or Early-Stage Cancer.
6. Any experimental, unproven, or unconventional medical technology or procedure or therapy, or novel drugs or medicines or stem cell therapy not yet approved by the government, relevant authorities or recognised medical association of the country or region where the Treatment is sought.
7. Vaccination and immunisation injections received by the insured for the prevention of a covered Cancer, Carcinoma-in-situ, and Early-Stage Cancer.
8. Over-the-counter medication and nutrient supplement.
9. Unreasonable failure to seek or follow medical advice.
10. Infection with Human Immuno-deficiency Virus (HIV) or conditions due to any Acquired Immune Deficiency Syndrome (AIDS).
11. 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 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.
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) 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
 - b) any act of terrorism including but not limited to
 - i) the use or threat of force, violence or
 - ii) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation or contamination by chemical or biological agents,
 - c) by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, or to put the public or any section of the public in fear; or
 - d) 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 or any other applicable national economic or trade sanction law or regulations.

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. Right to Return Policy

In the event You are not satisfied with the Policy for any reason, it may be returned to the Company for cancellation within 14 days after your receipt of the Policy. Any premium paid by You will be refunded without interest. In such case, this Policy shall be deemed to have been void from the inception and the Company shall not be liable under this Policy for any benefit.

2. 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.

3. Change in Risk

If there are any changes to the Insured Person's circumstances or the information provided is no longer true, valid, or up to date, the Insured Person must tell Us as soon as is reasonably possible.

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.

4. Premium

- a) 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. Subsequent premiums will be due on the corresponding dates in such subsequent month or year as indicated in the Schedule. The "Premiums" means the initial and subsequent premiums.
- b) Premiums must be paid annually, or monthly by a direct debit instruction as indicated in the Schedule.
- c) Premium once paid will not be refundable except due to reasons stipulated in the General Conditions 1 and 8.
- d) 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.
- e) 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.
- f) Premium rates are not guaranteed and may be adjusted by the Company at any annual Due Date for all Insured Persons on an overall portfolio experience basis. Premium will also increase when Insured Person(s) entering a higher premium rating age band or in respect of a material change in risk (other than change in health conditions) 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.

5. Commencement and Renewal

- a) The Period of Insurance is stated in the Schedule. The required premium must be paid to the Company before the policy is in force.
- b) The Policy may be renewed from year to year thereafter at the option of the Company and You subject to the terms, conditions, and premium rates then generally in force at the annual Due Date. The Policy is terminated in the event of non-payment of premiums.

- c) Renewal terms, conditions and premium rates are not guaranteed and may be adjusted by the Company periodically for all Insured Persons or classes of Insured Persons on an overall portfolio experience basis. Premium will increase upon entering each higher premium rating age group. In the event of the entire product being withdrawn by the Company due to adverse experience or for any other reason, Insured Persons so affected will be offered participation in any replacement product, if any, on the terms, conditions and premium rates then prevailing.

- d) In the event that cover is increased or varied at the request of You with effect from any Due Date, such increased or varied cover shall not apply to any Sickness, symptom or condition then known to exist by the Insured Person or for which Treatment or medication was then foreseeable unless such material facts are fully disclosed to and accepted by the Company in writing prior to the date of any such increase or variance.

6. Cancellation

a) By You

You may cancel this Policy at any time by giving Us a written notice and the cancellation will be effective on the next premium Due Date. However, the cancellation shall be deemed to have been effective from the inception date if You have never paid any premium to Us at the time of your 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.

7. Termination of Insurance

- a) This Policy shall terminate on the earliest of the following:-
 - i) When any or any part of the premium pertaining to this Policy is not paid when due. However, 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 will be deducted from any Benefits payable.
 - ii) On the next Due Date when You attain the age of 80 years.
 - iii) When You die.
 - iv) Upon payment of the Lifetime Benefit Limit of Critical Illness Benefit in Section 1.
- b) The insurance under this Policy in respect of any particular Insured Person shall terminate on the earliest of the following:-
 - i) On the next Due Date when your spouse or Domestic Partner attains the age of 80 years.
 - ii) On the next Due Date when your dependent child attains the age of 18, or 23 for full time student.
 - iii) Upon the termination of this Policy under the provision of the General Conditions 7.a).
 - iv) When he/she dies.
 - v) Upon payment of the Lifetime Benefit Limit of Critical Illness Benefit in Section 1.

8. Duplicate Policy

An Insured Person should not be covered under more than one Critical Illness Protection policy issued by the Company. In the event that an Insured Person is covered under more than one such Policy, We will consider the Insured Person as being covered only under the Policy which provides the greatest amount of benefits. If the amounts of benefits are identical, We shall treat the Insured Person as being covered under the Policy first issued.

The Company shall only return any premium received under such other policies and shall be under no further liability whatsoever in respect thereof.

9. Eligibility

Unless agreed otherwise in writing by the Company:

- a) Applicants must be aged between 18 and 59 on the effective date of the policy. Dependants are eligible for insurance.
- b) Newly born children shall be eligible for insurance from 15 days after birth and in a normal healthy condition.
- c) Cover shall cease at the first Due Date following the 79th birthday of the Insured Person.
- d) Applicants who are not eligible may not be enrolled in the Policy, and no cover is in force until confirmed by the issue of a Schedule by the Company.

10. Alterations

- a) 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.
- b) 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.
- c) 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.

11. 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.

12. 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.

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.

「危疾保障」

《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」應視為一完整之合約，如本保險單或「承保表」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」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，並且被視為本合約之一部份。

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」而定。

倘「投保人」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之「受保危疾」，「本公司」將根據保單條款支付「承保表」內列明的保障作出賠償。

「承保表」及以背書修訂之「承保表」或保單條款，均屬本保單之一部分。

詞彙解釋

「受保危疾」

指本保單列明的主要危疾或早期危疾。

「家屬」

指：

- 「受保人」的配偶或同居伴侶；或
- 需「受保人」供養的未婚子女，惟子女於投保或續保當日的年齡必須滿 15 日及不超過 18 歲（如正接受全日制教育，則年齡上限為 23 歲）。

「營養師」

指在營養學及營養治療學專業上具正式執業資格，並在其執業地區內註冊及獲合法認可可以提供營養諮詢服務的執業者。但不包括「受保人」及其親屬或合作夥伴，除「本公司」同意則屬例外。

「同居伴侶」

指民事結合的伴侶，或 2 名成年人（不論同性或異性）同居並選擇以親密、持續、堅定及唯一的關係共同生活，而期間雙方人士並沒有和其他人士成婚或結合。固定伴侶不包括室友、兄弟姐妹、父母和子女，或具有其他類似關係的人士。

「到期日」

指「承保表」列明的保險開始或續訂日期及日後每年或每月任何繳交保費之「到期日」。

「受保人」

指「承保表」上記名並且受本保單保障之人士。

「通知期」

指「受保危疾」確診後之三十天期限。「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」

指「承保表」內指定的期限及隨後「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」

指於「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。

「註冊中醫」

指：

- 根據《中醫藥條例》（香港法例第 549 章）於香港中醫藥管理委員會妥善註冊或如涉及香港以外地區，於當地擁有同等地位的機構註冊；及
 - 在「受保人」接受治療當地獲合法授權提供中醫治療的人士。
- 不包括「受保人」及其親屬或合作夥伴，除「本公司」同意則屬例外。

「註冊醫生」

指西醫、普通科醫生、專科醫生或外科醫生：

- 根據《醫生註冊條例》（香港法例第 161 章）於香港醫務委員會妥善註冊或如涉及香港以外地區，於當地擁有同等地位的機構註冊；及
- 在「受保人」接受治療當地獲合法授權從事西方醫學的內科及外科診療的人士。

不包括「受保人」及其親屬或合作夥伴，除「本公司」同意則屬例外。

「承保表」

指本保險保單夾附的「承保表」。

「治療」

指外科或內科醫療程序，其唯一目的為治療「受保危疾」。

「提升日」

指由「本公司」以背書形式核准「投保人」確認提升保障金額或範圍之生效日期。

「常居地」

指「投保人」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「投保人」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「投保人」提供保障，亦可拒絕繼續承保。

「我們」/「本公司」

指三井住友海上火災保險(香港)有限公司。

「閣下」/「投保人」/「保單持有人」

指保單持有人，亦即列於「承保表」所示的人士。

受保危疾

(a)主要危疾

1. 癌症

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
- 除侵入性惡性黑色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證明文件。

2. 心臟病突發

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

3. 中風

腦血管意外導致永久性神經機能缺損，出現預計將持續至「投保人」一生的異常臨床症狀。

永久性神經機能缺損所涵蓋的症狀包括麻木，感覺異常（敏感性增加），麻痺，局部虛弱，構音障礙（說話困難），失語症（無法說話），吞嚥困難，視力障礙，行走困難，缺乏協調，震顫，癲癇，嗜睡，癡呆，譫妄和昏迷。

本項保障並不包括暫時性局部缺血中風。

(b)早期危疾

與癌症相關

1. 原位癌

指組織學上證實，並局限在侵入性前之病變，即癌細胞並無穿透基底膜，亦未侵入（即指滲入或活躍地破壞）相鄰組織或基質，而腫瘤在 TNM 分級標準級別為 Tis；或 FIGO 零期；或 CIN III 或以下。

索償時必須具列精確的癌病組織證明以作證明文件。

2. 早期癌症

指出現下列任何一項惡性病情的表現：

- 在組織學上 TNM 分級標準級別為 T1N0M0 的早期甲狀腺癌，以及直徑不超過 2 厘米的乳頭狀微型甲狀腺癌；
- 在組織學上 TNM 分級標準級別為 T1N0M0 的早期膀胱癌，以及乳頭狀微型膀胱癌；
- 在組織學上 TNM 分級標準級別為 T1N0M0 的早期前列腺癌；
- RAI 級別為第一或第二期的慢性淋巴細胞白血病；
- 科茨沃爾德分期系統界定的何傑金氏淋巴瘤第一期。

不包括癌前病變和病情，除非於上述內容列明。

索償時必須具列精確的癌病組織證明以作證明文件。

與心臟病突發相關

1. 須手術治療之冠狀動脈疾病

「投保人」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成形術、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成形術、動脈硬化清除術或激光手術治療受影響之動脈。

2. 須手術治療之心瓣膜疾病

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。

與中風相關

1. 須手術治療之頸動脈疾病

於頸動脈進行血管成形術或內膜切除術，以治療經血管造影證明有 50%或以上狹窄的一(1)條或以上的頸動脈狹窄。

2. 須手術治療之大腦動脈瘤

進行顱內手術，經此手術以腦骨切開技術用夾子或其他方法修復或切除位於一條或以上腦動脈內的動脈瘤。

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「受保危疾」（保單列明的疾病）證明，根據保障限額表所示支付相應的賠償金額。

「本公司」之賠償責任不會超過保障限額表訂明的每項或每類保障次限額。

「本公司」應付之保障額，乃根據「承保表」／保障限額表分列之保障額，扣除有關「保險期」未繳之保費而計算。

「受保人」必須經予「本公司」醫生同意並經由「常居地」相關專科的「註冊醫生」診斷，證實罹患「受保危疾」，並於診斷後生存超過二十一(21)天。

第1節 - 危疾保障

按本保單之所有條款而定，保障第1節之總賠償額不得超過保障限額表列明的終身保障限額。

(a) 主要危疾保障

如「受保人」被診斷患有「主要危疾」，「本公司」將根據保障限額表所示支付相應的賠償金額。

每位「受保人」最多可就兩種不同的「主要危疾」索償。

第二次索償的「主要危疾」不能屬於已獲賠償的「主要危疾」相關的併發症或後遺症。

(b) 早期危疾保障

如「受保人」被診斷患有「早期危疾」，「本公司」將根據保障限額表所示支付相應的賠償金額。

每位「受保人」最多可就兩種不同的「早期危疾」索償。

第二次索償的「早期危疾」不能屬於已獲賠償的「早期危疾」相關的併發症或後遺症。

第2節 - 醫療諮詢及護理保障

在符合保障項目第1節之情況下，「本公司」將按照保障限額表所示，向「閣下」支付醫療諮詢及護理保障，賠償「受保人」自「主要危疾」確診日起的隨後12個月內接受以下醫療專業服務的費用。所有治療及護理該「主要危疾」之費用必須為醫療上有需要及合理，並提交收據以作證明。

醫療諮詢及護理保障只可就一種「主要危疾」支付賠償。

(a) 普通科及專科門診服務

由「註冊醫生」提供或囑咐之普通科及專科門診服務。

(b) 中醫診症 (診症費及藥費)

由「註冊中醫」進行的中醫治療。

(c) 營養諮詢 (只限診症費)

由合資格之「營養師」進行及獲主診醫生書面轉介的營養諮詢。

(d) 心理輔導 (只限診症費)

由註冊心理學家進行及獲主診醫生書面轉介的心理輔導。

(e) 癌症舒緩護理

由「註冊醫生」處方或建議患有「癌症」的患者藉舒緩或減輕疾病本身的徵兆和症狀或治療副作用以提高生活質素而提供的舒緩護理。此種治療方法只能舒緩因「癌症」而引起的症狀，而非治癒疾病。

保障限額表

除非另有說明，「受保人」於「保險期」內的最高賠償額將根據以下「保障限額表」所示，並必須依照保單條款中規定的次限額所限制。

	保障	最高賠償額（港幣）		
		計劃 1	計劃 2	計劃 3
第 1 節	危疾保障			
	終身保障限額	500,000	1,000,000	1,500,000
	(a) 主要危疾	250,000	500,000	750,000
	(b) 早期危疾	50,000	100,000	150,000
第 2 節	醫療諮詢及護理保障			
	(a) 普通科及專科門診服務	10 次	10 次	10 次
	(b) 中醫診症			
	(c) 心理輔導	每次 800	每次 800	每次 800
	(d) 營養諮詢			
	(e) 癌症舒緩護理	25,000	25,000	25,000

保障支付

- 「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：
 - 發生可索償事件，或連續發生可索償事件的證明；
 - 索償人之法定所有權證明；
 - 「受保人」之出生日期證明；
 - 已填妥的「本公司」索償表格；及
 - 「本公司」合理要求的其他資料包括：
 - 「受保人」按「本公司」合理要求，每隔指定時段自費向「本公司」提供醫學證書及證明有關「受保危疾」；及
 - 遵照「本公司」提出的合理要求，由「本公司」委派之醫療審核人，為「受保人」進行身體檢查或測試，費用由「本公司」支付；及
 - 允許「本公司」獲取任何身體檢查或測試或「受保人」病歷報告或病歷表之書面同意書。
- 所有醫學證明及身體檢查報告或測試必須由「受保人」「常居地」或「本公司」認可之其他國家居住及執業之「註冊醫生」提供，並須以書面方式提交「本公司」。
- 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」不會支付保障，亦不會退回任何已付保費。
- 在「保險期」內提出的索償，「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。

索償條款

「本公司」將本着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」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及收據連同已填妥或「受保人」及「註冊醫生」簽署的索償表格送達「本公司」，「本公司」方會支付保障額。「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。

4. 法律程序

「投保人」根據本保單條款出示索償證明後，必須待至滿 60 日，方可展開法律訴訟追討本保單的索償。立約雙方現同意，如雙方對本保單有任何爭論或爭議，一律受香港特別行政區法律監管，雙方並同意任何有關之爭論或爭議必須服從香港特別行政區法院的專審地及司法裁判權。

5. 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》（香港法例第 609 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」必須首先取得仲裁裁決，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。

一般不承保事項

本保單不承保因直接或間接引致或造成以下事項、狀況、活動及其後果，亦不會承擔繳付賠償之責任：

- 根據本保單釋義之「之前已存在病症」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。
- 任何因先天性疾病引致的「受保危疾」。
- 「受保人」於保單生效日或提高保障金額生效日後九十(90)天內被診斷確認「受保危疾」或出現相關徵狀或病徵。

- 任何非醫療必需服務。
- 進行基因檢測以測試「癌症」、「原位癌」或「早期癌症」的遺傳傾向性。
- 任何實驗性的，未經證實或非常規的醫療技術、手術或治療，或尚未由接受治療所在國家或地區的政府、相關機構或認可醫學會批准之新型藥物或幹細胞治療。
- 「受保人」為預防「癌症」、「原位癌」或「早期癌症」而接受的疫苗接種及免疫注射。
- 非醫生處方的藥物及營養補充品。
- 在不合理情況下，沒有尋求或遵守醫療意見或指示。
- 受人體免疫力缺乏症或愛滋病毒病毒感染引致的任何病症。
- 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：
 - 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；
 - 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；
 - 任何應用原子或核子分裂，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；
 - 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；
 - 任何化學、生物、生化或電磁武器。
- 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：
 - 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
 - 任何恐怖活動，包括但不限於：
 - 使用或以武力、暴力威脅或
 - 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或化學污染或生物劑；或
 - 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陳述與否，或令公眾或任何社會階層恐慌；或
 - 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及/或任何其他適用之國家經濟或貿易制裁或法規，「本公司」將視其為本保單的不保事項，因而不承擔支付任何索償或提供任何保障的責任。

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. 退回保單權利

假如「閣下」因任何理由不滿意本保單，可在收到本保單後 14 日內把保單退回「本公司」取消，「閣下」所繳交的保費將不計利息全數歸還。如「閣下」退回本保單，本保單將視為從開始便失效，「本公司」亦無須承擔賠償責任。

2. 合作

「本公司」支付款項的先決條件乃「投保人」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「投保人」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「投保人」承擔。

3. 重要事實風險

如有任何情況變更或重要資料不正確、無效或更新，「投保人」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。

4. 保費

- 保費於本保單釋義的「到期日」當天到期。首次保費於「承保表」列明的生效日到期應繳。此後的保費將於「承保表」註明的往後月份或年份有關日期應繳。「保費」泛指首次及其後之保費。
- 保費將透過「承保表」列明之戶口每年或每月直接扣除。
- 除在一般條款第 1 或第 8 項所列明的情況下，已收保費概不退還。
- 「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。
- 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」申請保單復效，「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付款項。
- 保費水平可能增加或改變。「本公司」可能會根據「投保人」年屆較高保費的年齡組別、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。

5. 開始生效期及續訂保險單

- 「承保表」已清楚列明「保險期」。「閣下」必須在保險生效前繳付指定的保費。
- 「保險期」屆滿以後，「本公司」及「閣下」均可選擇續保與否，但仍需遵從於每年「到期日」生效之條款及保費金額。如未能如期繳付保費，本保單將會失效。

c) 「本公司」不會保證續保的條款及保費金額不變，並會根據整體組合定期調整所有「投保人」或各類「投保人」的續訂條款及保費金額。如「投保人」踏入較高保費的年齡組別，保費會自動調整。如「本公司」基於不利因素或任何理由取消整項產品，受影響的「投保人」將獲安排投保其他取替產品(如有者)，而條款及保費金額將依照當時情況而定。

d) 如「閣下」要在任何「到期日」增加或更改保險項目，除非「閣下」已以書面向「本公司」披露有關的重要事實，並於增加或更改前取得「本公司」書面同意，否則有關的增加或更改保障不會包括「投保人」已知的任何疾病、病癥或狀況，或「投保人」預知的「治療」或藥物療程。

6. 取消保單

a) 「閣下」取消保單

「閣下」可隨時向「本公司」發出書面通知取消保單，而保單取消生效日為「本公司」收妥及接受「投保人」的書面通知後下一個保費繳交「到期日」，可是倘若「閣下」在取消本保單時，從未繳付任何保費，本保單將視為於生效日當天取消。

b) 「本公司」取消保單

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」將會給予「投保人」三十(30)日事前書面通知取消保單，而有關通知則會寄往「投保人」最後為「本公司」知悉的地址。

7. 終止保障

- 保單在以下最早發生的情況下終止：
 - 任何有關保單保費在「到期日」未能悉數繳交。「閣下」在首次支付保費後，於其後「到期日」均可獲 30 日寬限期。如「閣下」在寬限期內提出索償，「本公司」將在應付的賠償金額扣除「閣下」尚未繳付的保費。
 - 在「閣下」已達 80 歲的下一個「到期日」。
 - 當「閣下」身故。
 - 已支付第 1 節危疾保障之終身保障限額。
- 個別「投保人」的保單保障在以下最早發生的情況下終止：
 - 在「閣下」的配偶或同居伴侶已達 80 歲的下一個「到期日」。
 - 在「閣下」受供養的未婚子女已達 18 歲或正接受全日制教育的未婚子女已達 23 歲的下一個「到期日」。
 - 按照一般條款第 7 a) 項的條文終止保障。
 - 當「投保人」身故。
 - 已支付第 1 節危疾保障之終身保障限額。

8. 雙重保單

「投保人」不得投保超過一份「本公司」簽發的「危疾保障」保單。倘若「投保人」投保超過一份「危疾保障」保單，「本公司」將視提供最高賠償額之保單為「投保人」的保單。如各份保單的保險額相同，「本公司」將視「投保人」為受保首份簽發的保單保障。

「本公司」只會退回其他保單之已收訖保費，而毋須承擔任何責任。

9. 投保資格

除非「本公司」發出書面同意豁免，否則投保資格如下：

- a) 「投保人」於保單生效日年齡必須不少於 18 歲及不超過 59 歲，其「家屬」均符合投保資格。
- b) 新生嬰兒在出生 15 日後在健康正常情況下皆符合投保資格。
- c) 保障將於「受保人」79 歲生日後之「到期日」停止生效。
- d) 本保單概不接受不符合資格的申請人投保。此外，未經「本公司」簽發「承保表」確認的保險概不生效。

10. 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) 「投保人」或「受保人」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。

11. 詐騙事件

如「閣下」或「受保人」根據本保單提出任何索償，當中涉及任何詐騙或以詐騙方式或方法索償，「本公司」將即時取消保單，並會沒收所有賠償及保費。

12. 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」訂明的地址。

13. 管轄法律

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。

14. 《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 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 filling in the General enquiry form - Opt-out from direct marketing activities on our website at msig.com.hk. In your notification, you must supply the same required information as listed below.

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

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, 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 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。您亦可填妥本公司網頁 msig.com.hk 的一般查詢表格－拒絕直銷活動。

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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 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界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 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。