

**CAN.CASH CANCER PLAN**

This Policy is issued in consideration of the Application and payment of premiums and in reliance of the statements in the Application.

This Policy and the Application, together with any medical evidence, written statements and declarations made or submitted to the Company by or on behalf of the Policyholder or the Insured and made a part of the Policy, constitute the entire contract.

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

No condition, provision, term or the Policy Schedule of this Policy may be waived or modified except by written endorsement to this Policy issued by the Company and signed by an officer so authorized by the Company.

No agent or anyone other than an officer duly authorized by the Company, has the power to change this Policy or waive any of the Company's rights or requirements.

**PART I – DEFINITIONS**

For the purpose of this Policy, the following definitions apply:

**Application** means an application and any supplementary statements in the application for coverage under this policy.

**Beneficiary** means the person or persons designated in the Application for this Policy or, as the case may be, redesignated in accordance with the provisions herein as recorded by the Company and is entitled to the proceeds of this Policy upon the death of the Insured.

**Benefit** means any benefit payable under this Policy.

**Commencement Date** means the first date of the Policy Year set out in the Policy Schedule.

**Cancer** means any of the illnesses as specified in the Second Schedule.

**Cancer Benefit** means the Benefit payable under the Cancer Benefit provision in clause 1.1.

**Premium Due Date** means the "Premium Due Date" stated in the Premium Billing.

**Illness** means sickness or disease.

**Injury** means bodily injury caused directly and independent of all other causes by accident of which there is evidence of visible bruise or wound on the body and is not caused by the Insured's own hand or suicide irrespective of whether the Insured is sane or insane.

**Insured** means a person who has been nominated by the Policyholder and accepted by the Company for cover in accordance with the terms and conditions of this Policy, and being named in the Policy Schedule.

**Maximum Insurable Age** means the "Maximum Insurable Age" stated in the Policy Schedule.

**Medical Practitioner** means a person qualified by degree in western medicine who is legally authorized in the geographic area of his practice to render medical or surgical services, but excludes the

Policyholder, Insured, their business partners and relatives.

**Original Commencement Date** means the Commencement Date of the first Policy Year. It is the month, day and year the Policy takes effect.

**Policy** means this Can.Cash Cancer Plan.

**Policy Anniversary** shall mean same day and month each year as the Original Commencement Date.

**Policy Year** means time interval starting from the Commencement Date or its subsequent anniversary up to a period of twelve months.

**Policyholder/You** means the "Policyholder" named in the Policy Schedule.

**Specialist** means a Medical Practitioner who is commonly recognized in the medical profession as a specialist in the medical specialty in respect to the relevant Illness of the Insured.

**Company/We/Our/Us** means Liberty International Insurance Ltd. whose registered address is 13<sup>th</sup> floor, Berkshire House, 25 Westland's Road, Quarry Bay, Hong Kong SAR.

In this Policy, unless the context otherwise requires, words importing one gender shall include the other gender.

## **PART II – CANCER BENEFIT**

### **1 BENEFIT**

#### **1.1 CANCER BENEFIT**

If the Insured is diagnosed with Cancer, the Company shall, upon receipt of acceptable proof of occurrence and subject to terms and conditions of this Policy, pay the relevant Cancer Benefit up to the Sum Insured stated in the Policy Schedule to the Policyholder provided that the Insured survives for a period of not less than fourteen (14) days following the relevant diagnosis. After the Company pays this benefit, this Policy shall immediately terminate and no further benefits shall be payable under this Policy.

#### **1.2 ONCOLOGY TREATMENT BENEFIT**

If the Insured is diagnosed with Cancer, the Company shall, upon receipt of acceptable proof of occurrence and subject to terms and conditions of this Policy, pay the relevant Oncology Treatment Benefit up to the Sum Insured stated in the Policy Schedule to the Policyholder provided that the Insured survives for a period of not less than fourteen (14) days following the relevant diagnosis. After the Company pays this benefit, this Policy shall immediately terminate and no further benefits shall be payable under this Policy.

### **2. MEDICAL SECOND OPINION**

2.1 The Insured and his immediate family members (Spouse and/or children under 19 living at) are entitled to Best Doctors services.

2.2 The Company shall not be liable for any transactions therein or any default in the provision and delivery of Best Doctors.

- 2.3 Subject to Third Schedule “Terms and Conditions for Best Doctors” of the Policy.
- 2.4 Best Doctors is not insurance and it does not replace your relationship with the current doctor or medical specialist of the Insured. The Company reserves the right to withdraw the service at any time or to change the terms on which the service is provided to customers.

### **3 EXCLUSIONS**

- 3.1 No Cancer Benefit will be payable where the Insured is unable to survive for a consecutive period of fourteen (14) days after first being diagnosed as suffering from a Cancer.
- 3.2 No Cancer Benefit will be payable in respect of the Insured under the following circumstances:
- a) claims that arise directly (or indirectly) as a result of a Pre-Existing Condition are excluded. A Pre-Existing Condition is an illness, injury, condition or symptom:
    - that was known to the Insured prior to the commencement of insurance, or
    - for which the Insured had consulted a Medical Practitioner prior to the commencement of insurance, or
    - for which a reasonable person in the Insured’s position would have consulted a Medical Practitioner prior to the commencement of insurance; or
  - b) its signs or symptoms or any received medical advice or treatment of which, in the opinion of the Company first occurred within or prior to the ninety (90) days from the Original Commencement Date of the Policy; or
  - c) is related to Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or infection by Human Immunodeficiency Virus (HIV); or
  - d) arises as a result of suicide, attempted suicide or intentionally self-inflicted injury or disease, whether the Insured is sane or insane; or
  - e) is caused directly or indirectly by war or any act of war, declared or undeclared, riots, insurrection or civil commotion; or
  - f) service in the armed forces in time of declared or undeclared war or while under orders for warlike operations or restoration of public order; or
  - g) violation or attempted violation of the law or resisting arrest or participation in any brawl or affray; or
  - h) is caused directly or indirectly by the taking of drugs (except under the proper direction of a Medical Practitioner), the taking of poison or alcohol; or
  - i) Atomic explosion, nuclear fission, radioactive gas, nuclear, biological or chemical contamination, war and terrorism; or
  - j) unreasonable failure to seek or follow medical advice; or
  - k) arises from congenital conditions.
- 3.3 No Benefit will be payable in respect of the Insured for more than one (1) Cancer claims.
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**PART III – GENERAL CONDITIONS****4 PREMIUMS**

- 4.1 Premiums are payable on or before the Premium Due Dates. Premiums are payable monthly or annually by any method which the Company make available. Premiums are not guaranteed and may be changed by the Company at any of the Policy Anniversary.
- 4.2 All premiums will be payable on or before the Premium Due Date as stated in the Policy Schedule. If payment is not made on or before the Premium Due Date the Policy will be terminated with effect from the Premium Due Date.
- 4.3 Should any claim occurs during the Policy Year, any outstanding installments (Where premiums are paid by installments) for the respective Benefit during the Policy Year shall be paid prior to the respective Benefit becomes payable and the Company reserve the Company's right to deduct the outstanding installments from the Benefit payable.

**5 CLAIMS**

- 5.1 The Policyholder must notify the Company in writing in a form specified by the Company from time to time as soon as is reasonably practicable of an event that may entitle the Policyholder to a Benefit in respect of an Insured.
- 5.2 The Company must also receive due proof of any claim in a form specified by the Company. Notwithstanding any provision of this Policy including but not limited to clause 5.1 above, the Company will not be liable for any claim in respect of which due proof is not received by the Company:
- (a) in respect of Cancer, within ninety (90) days after the Insured was first diagnosed as having a Cancer.
- 5.3 If the Company do not receive due proof within the time period specified in clause 5.2, it must be shown to the Company's satisfaction that due proof was submitted to the Company as soon as reasonably possible or the Company will not pay any Benefit in respect of the Insured.
- 5.4 It is a condition of payment of any Benefit that the Insured provides the Company with such evidence to substantiate the claim as the Company may reasonably require. The Insured must undertake any medical examination conducted by a Medical Practitioner who is approved by the Company or undergo a laboratory investigation as the Company deem necessary. Satisfactory proof of age may be required prior to any payment of any Benefit.

**6 PAYMENT OF BENEFITS**

- 6.1 All Benefits to be paid in respect of an Insured shall be paid to the Policyholder or the Beneficiary, who shall duly acknowledge receipt of the payment.
- 6.2 The production by the Company of a receipt for any payment of Benefit under this Policy signed by the Insured or the Beneficiary will be a discharge to the Company for that same Benefit. Such receipt will be final and conclusive evidence that the Benefit has been duly received by the person entitled to the Benefit and all claims and demands whatsoever against the Company in respect of the Benefit have been duly satisfied.
- 6.3 All Benefits will be payable in the manner set out in the Policy Schedule.

6.4 All payments shall be made in Hong Kong Dollar (HKD).

## **7 TERMINATION OF THE POLICY**

7.1 Subject to clause 7.2, notwithstanding any other terms and conditions contained in this Policy, the Company's liability to pay any Benefit in respect of an Insured shall cease upon the occurrence of the earlier of any of the following events:

- (a) upon the death of that Insured;
- (b) on the date immediately after the Insured attains the Maximum Insurable Age;
- (c) where any premium or installment of premium in respect of that Insured has not been paid after the Premium Due Date for payment of that amount;
- (d) in respect of each Benefit, upon the relevant Benefit being paid;
- (e) on the last day of the Policy Year of this Policy as specified in the Policy Schedule
- (f) on receipt of the Policyholder's request for cancellation of this Policy;
- (g) any other event or matter referred to in the Policy Schedule or by way of special condition referred to in clause 8.2 or any special term and condition of acceptance for cover of that Insured.

7.2 Subject to the terms and conditions of this Policy, nothing in clause 7.1 shall affect the right of the Policyholder to make a claim for a Benefit after the event giving rise to cessation of cover where the Cancer (as applicable) occurred prior to that event of cessation.

## **8 VARIATION / INTERPRETATION**

8.1 The terms and conditions of this Policy may be varied at any time where agreed to in writing by the parties.

8.2 Special conditions in relation to this Policy may be:  
(a) set out in the Policy Schedule to this Policy; or  
(b) agreed to in writing between the parties from time to time.

8.3 It is acknowledged by the Policyholder that in issuing this Policy the Company have relied on information provided by the Policyholder and its appointed representatives.

8.4 Headings contained in this Policy are for ease of reference only.

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

## **9 CANCELLATION**

9.1 The Policyholder may apply for termination of the Policy by giving a written notice to the Company at least thirty (30) days before the Policy Anniversary. No refund of premium will be made once the Policy is being effective.

9.2 The Company shall have the right to terminate the Policy, or to revise the terms and conditions of this Policy if the Policyholder failed to act in utmost good faith. The Company will give the Policyholder a written notice at least seven (7) days before such termination or revision. For such termination, the Policyholder shall be entitled to a pro-rata refund of the premium paid

provided that no claims have been paid or are payable under this Policy in respect of that Insured.

#### **10 MISREPRESENTATION/FRAUD/NON-DISCLOSURE**

- 10.1 If information or declaration of the Policyholder is untrue in any respect, or if any material fact affecting the risk are not disclosed or incorrectly stated herein or omitted therefrom, or if this Policy, or any renewal thereof shall have been obtained through any misstatement, misrepresentation or nondisclosure or if any claim made shall be fraudulent or exaggerated, or if any false declaration or statement shall be made in support thereof, then in any of these cases, this Policy shall be treated as void from the Original Commencement Date the Company will refund any premium paid and require repayment of claims that have already been paid.

#### **11 MISSTATEMENT OF AGE**

- 11.1 If the age of the Insured has been misstated and the premium paid as a result thereof is insufficient, any claim payable under this Policy shall be prorated based on the ratio of the actual premium paid to the correct premium which should have been charged for the year. Any excess premium, which may have been paid as a result of such misstatement of age, shall be refunded without interest. If at the correct age, the Insured would not have been eligible for cover under this Policy, no benefit shall be payable and the actual premium paid shall be refunded without interest.

#### **12 ASSIGNMENT**

- 12.1 This Policy is neither transferable nor assignable to any other person by the Policyholder and shall not be subject to any trust or lien or charge or any kind by the Policyholder.

#### **13 RENEWABLE POLICY**

- 13.1 This is an annual renewable policy and is in effect subject to the terms and conditions of this Policy.
- 13.2 The Sum Insured and/or Benefits as stated in the Policy Schedule for the Insured will automatically be renewed for one year or less as determined by the Company upon each expiry of the Policy Year without further evidence of insurability, provided the Insured has not passed his Maximum Insurable Age and the renew premiums which are subject to be revised in accordance with the Insured's attained age are fully paid.
- 13.3 Cover for each Insured are subject to the coverage, limits, terms and conditions of this Policy at the time of Commencement Date of the Policy Schedule whichever is the later.

#### **14 ELIGIBILITY**

- 14.1 The age for enrolment must be between fifteen (15) days and sixty-four (64) years old.
- 14.2 Proposed Insured / Insured must be Hong Kong permanent resident who work and live in Hong Kong for at least one hundred (100) days per year. For Insured who travel a majority of the year, he/she must maintain residence in Hong Kong for at least one hundred (100) days per year, or;

Proposed Insured / Insured must be Hong Kong resident who work and live in Hong Kong for at least one hundred and eighty (180) days per year. For Insured who travel a majority of the year, he/she must maintain residence in Hong Kong for at least one hundred and eighty (180) days per year. If during the Policy Year the Insured is no longer a Hong Kong resident this Policy will terminate upon expiry.

## **15 BENEFICIARY**

- 15.1 The Beneficiary is the person or persons designated in the Application for this Policy or, as the case may be, redesignated in accordance with the provisions herein as recorded by the Company in accordance with the provisions herein contained and is entitled to the proceeds of this Policy upon the death of the Insured.
- 15.2 The proceeds of this Policy shall be paid to the nominated Beneficiary, or, if there is no nominated Beneficiary or the nominated Beneficiary is deceased, to the Policyholder, or, if the Policyholder has deceased, to the appointed legal representatives of the Policyholder's estate, as the case may be.

## **16 CHANGE IN CONDITIONS AND PREMIUM TERMS**

- 16.1 The Company is authorized to apply any change in premium rates, benefits, terms and conditions to any current Policy. The Company shall inform Policyholder in writing, thirty (30) days before the Policy Anniversary, of any change. Premium change on the basis of the age of the Insured shall not be considered as change as referred to above. No alteration to this Policy or any document forming part thereof shall be valid unless authorised by the Company and such approval is endorsed thereon.

## **17 CO-OPERATION**

- 17.1 As a condition precedent to the Company's liability, the Policyholder, Insured or his/her representatives, upon making a claim, shall co-operate fully with the Company and will fully and faithfully disclose all material facts and matters which the Policyholder knows or ought to know and will upon request execute any document to empower the Company to obtain relevant information from, including but not limited to, any doctors, hospitals, third party administrators or other sources. The Company may appoint independent third party administrators or service providers to settle claims on its behalf. Consequently all rights reserved by the Company in respect of claim procedure equally apply to such third parties acting on the Company's behalf.

## **18 DUPLICATE APPLICATION**

- 18.1 An Insured shall not be covered under more than one policy of this Policy issued by the Company. In the event the Insured is covered by more than one such policy, the policy first issued by the Company will be the only one considered by the Company for payment of benefits. The Company shall refund any premium paid in respect of the duplicated policy.

## **19 CHANGE OF POLICYHOLDER OR BENEFICIARY**

- 19.1 While this Policy is in force, the Policyholder may change the Policyholder or the Beneficiary of this Policy by filing written notice satisfactory to the Company.

- 19.2 A change of the Policyholder or the Beneficiary will take effect only upon recording by the Company. The change shall be effective as of the date the notice was signed, regardless of whether the Policyholder or the Insured is living at the time the notice is received by the Company.

## **20 ARBITRATION**

- 20.1 Any difference in respect of medical opinion in connection with the treatment of a Cancer, an Injury or Illness shall be settled between two medical experts appointed in writing by the parties to the dispute. Any difference of opinion between the two medical experts shall be referred to an umpire who shall have been appointed in writing by the two medical experts at the outset. Should the two medical experts fail to agree despite the mediation of the umpire, then the decision of the umpire shall be final and binding.
- 20.2 For any difference arising other than those of medical opinions between the Insured or any claimant and the Company shall be referred to an arbitrator to be appointed by the parties or if they cannot agree upon a single arbitrator, to the decision of two arbitrators, one to be appointed by each of the parties, or in case of disagreement, of an umpire to be appointed by the arbitrators before entering on the reference. The making of an award shall be a condition precedent to any liability of or right of action against the Company in respect of such difference. If the Company shall disclaim liability for any claim and such claim shall not within twelve (12) months from the date of such disclaimer have been referred to Arbitration under these provisions the claim shall then be deemed to have been abandoned and shall not thereafter be recoverable.

## **21 DATA PRIVACY**

- 21.1 It is hereby declared that as a condition precedent to the liability of the Company, the Insured agrees that any personal information collected or held by the Company is provided and may be held, used and disclosed to individuals/organizations associated with the Company or any selected third party (within or outside Hong Kong) for the purpose of proceeding the Application and providing subsequent services for this Policy and other insurance products and services, direct marketing, and data matching and to communicate with the Insured for such purposes. The Insured has the right to obtain access to and to request correction of any personal information held by the Company concerning the Insured.

## **22 ERRORS AND OMISSION**

- 22.1 Clerical errors in keeping the records shall not invalidate coverage otherwise validly in force nor continue coverage otherwise validly terminated. If the age or date of birth or other relevant facts relating to an Insured shall be found to have been inadvertently misstated, and if such misstatement affects the scale of benefits or has anything to do with the coverage or any terms, conditions and provisions under this Policy, the true age and facts shall be used in determining whether benefits are secured under the terms of this Policy, and if so, in what amount, and an adjustment of premium shall be made by the Company in its absolute discretion in the event it considers benefits are payable under this Policy.

## **23 LEGAL PROCEEDINGS**



- 23.1 No action in law or in equity shall be brought to recover on this Policy prior to the expiration of sixty (60) days after proof of claim/loss has been filed in accordance with the requirements of this Policy, nor shall such action be brought at all unless brought within two (2) years from the expiration of the time within which proof of loss is required by this Policy.
- 23.2 The parties hereto agree that the Law of Hong Kong 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 Hong Kong for the resolution of any such conflict or dispute.
- 23.3 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.

**24 GOVERNING LAW**

- 24.1 This Policy will be construed and governed in all respects by the laws of the Hong Kong Special Administrative Region and the Courts of Hong Kong shall have exclusive jurisdiction over any dispute on this Policy.

Specimen

**SECOND SCHEDULE**

**CANCER BENEFIT COVERED**

**CANCER**

The Benefit is payable upon diagnosis of Cancer from Original Commencement Date to termination, after the initial waiting period of ninety (90) days, where the definition of Cancer and the Benefit are as defined below.

Cancer means the presence of a malignant tumour that is characterised by progressive, uncontrolled growth, spread of malignant cells with invasion and destruction of normal and surrounding tissue. Cancer must be positively diagnosed with histopathological confirmation.

Based on above definition, any of the following tumours is not covered:

- (i) All growths which are histopathologically classified as any of the following:
- pre-malignant (for example: essential thrombocythaemia, polycythaemia rubra vera, tumours showing the malignant changes of carcinoma-in-situ including cervical intraepithelial neoplasia CIN-1, CIN-2 and CIN-3);
  - having either borderline malignancy; or
  - having low malignant potential.
- (ii) Leukaemia if there is no generalized dissemination of leukaemia cells in the blood-forming bone marrow and chronic lymphocytic leukaemia with staging RAI Stage III or Binet Stage B or lesser classification;
- (iii) All skin cancers, unless there is evidence of metastases or the tumour is a malignant melanoma of greater than 1.5mm maximum thickness as determined by histological examination using the Breslow method;
- (iv) Non life-threatening cancers, such as:
- prostate cancers which are histologically described as TNM Classification T1a or T1b or T1c, or are of another equivalent or lesser classification;
  - papillary micro-carcinoma of the thyroid or thyroid cancer histologically described as T1a or T1b or a lesser classification according to the TNM staging classification; and
  - papillary cancer of the bladder histologically described as TaNOM0 or of a lesser classification.
- (v) Tumour(s) of the ovary classified as T1aN0M0 or T1bN0M0 or a lesser classification according to TNM staging classification

The Company reserves the right to change this definition to reflect the changes in qualitative or quantitative medical categorization of this illness so as to give effect to the original intent of this definition upon giving written notice to the Policyholder thirty (30) days prior to the Policy Anniversary.

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### THIRD SCHEDULE

#### **Terms and Conditions for Best Doctors**

Best Doctors, shall provide the eligible member the access to these services:

#### DEFINITIONS

**Eligible Individual** means the Insured and his immediate family members (Spouse and/or children under 19 living at home) are entitled to Best Doctors services.

**Eligible Conditions** is a term under InterConsultation service, which means the Best Doctors Services are available for any medical condition considered to be of a critical, chronic or degenerative nature as well as those that affect the ability of an individual to continue performing their normal daily activity. Exclusions from the InterConsultation services are as follows: acute conditions (of short duration), minor chronic illness, psychiatric conditions, dental problems, and patients currently admitted in hospital. In addition, all conditions that have not first been reviewed and reported on by a local, treating specialist, shall not be available for Best Doctors' review.

#### BENEFITS

a) InterConsultation service:

A service provided by Best Doctors, based upon Best Doctors patented Medical Analytical Process, whereby an Eligible Individual's historical medical information is reviewed by Best Doctors' trained medical professionals and then analyzed by an experienced specialist of international prestige whose skills are appropriate to the case. Best Doctors will then deliver a written InterConsultation report based on an analysis of the Eligible Individual's medical information and, where indicated, re-evaluation of diagnostic testing performed on the Eligible Individual (for example, cancer biopsy samples). The InterConsultation service is being purchased for a review related to the Eligible Conditions.

The Best Doctors Services are available for any medical condition considered to be of a critical, chronic or degenerative nature as well as those that affect the ability of an individual to continue performing their normal daily activity. Exclusions from the InterConsultation services are as follows: acute conditions (of short duration), minor chronic illness, psychiatric conditions, dental problems, and patients currently admitted in hospital. In addition, all conditions that have not first been reviewed and reported on by a local, treating specialist, shall not be available for Best Doctors' review.

b) Doctor Online:

This is an on-demand service where Best Doctors provides general information regarding certain areas of medicine. An Eligible Individual may submit questions to Best Doctors regarding specific conditions. Best Doctors responds with answers for informational and educational purposes only, and under no circumstances for the delivery of medical diagnosis or giving treatment recommendations. This is a reference service available to all Eligible Individuals in lieu of them searching for information on their own. The answers provided do not imply or result in any kind of contractual or any other type of relationship between the Eligible Individual and Best Doctors. Furthermore, the answers are not a medical consultation regarding the Eligible Individual's specific

condition but instead focus on general medical information. This service shall not answer questions about conditions requiring immediate medical attention; all urgent or direct medical attention requests should instead contact the pertinent emergency services or local medical specialists.

c) AskTheExpert Service:

This service is Best Doctors' answer to an identified need to provide an alternative solution for Eligible Individuals needing fast answers to medical questions that do not require a review of the Eligible Individuals' medical records. As such the AskTheExpert will not be able to provide any diagnostic views. AskTheExpert is a streamlined process that still provides access to recognized specialists from the unique Best Doctors database. The AskTheExpert service is only used in circumstances when InterConsultation is not considered the most suitable option by our medical team. The Best Doctors medical team will work with the patient and based on the concerns, medical history and timeframes, Best Doctors will recommend whether AskTheExpert or InterConsultation is the most appropriate.

Specimen

### 癌症現金保障計劃

本保單於作出申請及繳付保費後發出，且基於申請所載陳述而發出。

本保單及申請，連同由保單持有人或受保人或其代表所作出或呈交的任何醫療證據、書面陳述及聲明，有關副本已附於本保單，並成為保單的一部份，此等文件共同組成合約的全部。

受保人及／或保單持有人作出或為其作出的一切陳述將被視作陳述而已，而非任何保證。

本保單任何條件、條文、條款或附表均不獲豁免或修訂，除非獲得本公司發出，並由本公司就此授權的高級職員簽署的本保單書面批註。

任何代理人或本公司正式授權的高級職員以外人士均無權更改本保單或豁免本公司任何權利或要求。

#### 第一部份 – 定義

就本保單而言，以下定義適用：

**申請**指就申請本保單的保障而提出的申請及任何補充陳述。

**受益人**指本保單申請中所指定或視乎情況而定根據本文條文重新指定並經由本公司予以記錄的任何有權於受保人身故後獲取本保單款項的人士。

**保險賠償**指根據本保單應付的任何保險賠償。

**開始日**指保單附表所列的保單年度之首日。

**癌症**指附表二所列的任何疾病。

**癌症保險賠償**指根據第 1.1 條癌症保險賠償條文應付的保險賠償。

**保費到期日**指保單結算表所列的「到期日」。

**疾病**指患病。

**受傷**指在不涉及其他因素下因意外直接導致身體受傷，並在身體上有肉眼可見瘀痕或傷口作為證明，且並非由受保人自己的手或自殺所造成，而不論受保人是否精神失常。

**最高保障年齡**指保單附表所列「最高保障年齡」。

**受保人**指保單持有人提名，並獲本公司接納根據本保單條款及條件向其提供保障的人，其姓名載於保單附表。

**醫生**指取得西方醫學學位資格及其在執業地區內獲合法授權提供內科或外科醫療服務的人，而此人並非受保人、保單持有人、其業務合夥人或親屬。

**生效日期**指保障附表指定的原本開始日，為保單生效之年、月、日。

**保單**指本癌症現金保障計劃保單。

**保單週年日**指其後每年與保單生效日期相同的日子。

**保單年度**指由開始日或其後週年日起計的十二個月期間。

**保單持有人／閣下**指保單附表內所列明的「保單持有人」。

**專科醫生**指就受保人的傷病而言，被醫學界公認為該醫學專科的專科醫生。

**本公司／吾等／吾等的／我們的**指利寶國際保險有限公司，其註冊地址為香港特區鰂魚涌華蘭路 25 號栢克大廈 13 樓。

除文義另有所指，否則本保單內任何意指單一性別的字眼包含兩個性別的涵義。

## **第二部份 – 癌症保險賠償**

### **1 保險賠償**

#### **1.3 癌症保障**

倘受保人於其根據本保單保險賠償保障有效期間被診斷為患上癌症，則本公司於收到患上癌症的合理確診證明及於確診癌症生存不少於 14 日後，會根據本保單條款及條件，向受保人支付保單附表所示有關受保人的癌症保障賠償投保金額。倘就受保人應付此保障賠償，則本保單將會終止，本公司亦不會就此保單再作出任何賠償。

#### **1.4 癌症治療保障**

倘受保人於其根據本保單保險賠償保障有效期間被診斷為患上癌症，則本公司於收到患上癌症的合理確診證明及於確診癌症生存不少於 14 日後，會根據本保單條款及條件，向受保人支付保單附表所示有關受保人的癌症治療保障賠償投保金額。倘就受保人應付此保障賠償，則本保單將會終止，本公司亦不會就此保單再作出任何賠償。

### **2. 第二醫療意見**

2.1 受保人及其直系親屬（配偶及／或少於 19 歲之同住子女）均可使用此由 Best Doctors 提供的服務。

2.2 本公司不會對任何 Best Doctors 提供及進行的第二醫療意見計劃所涉及的任何交易或違約情況負責。

2.3 按保單附表三「Best Doctors 條款及條件」進行。

2.4 Best Doctors 不是保險服務，亦不能取代與受保人的現有醫生或醫療專家的關係。本公司保留隨時更改服務內容或取消此第二醫療意見的權利。

### **3 不保事項**

3.1 倘受保人首次被診斷為患上癌症後未能於連續 14 日內存活，則本公司不會支付癌症保險賠償。

3.2 在下列情況下，本公司將不會就受保人支付癌症保險賠償：

- l) 直接（或間接）基於前已存在情況而提出的索償屬不保情況，前已存在情況指任何下列疾病、受傷、病症或病徵：
  - 於保險開始日前受保人已知悉有關情況；或
  - 於保險開始日前受保人已尋求註冊醫生醫治有關情況；或
  - 於保險開始日前作為受保人的任何合理人士應已尋求註冊醫生醫治有關情況；或
- m) 倘於保單生效日期後起計 90 日內，受保人已出現任何癌症病徵；對任何癌症進行調查或被診斷為患上任何任何癌症；或
- n) 有關愛滋病（AIDS）、愛滋病相關綜合症（ARC）或人類免疫缺陷病毒（HIV）感染；或
- o) 因自殺、企圖自殺或蓄意自我毀傷或疾病所引致，無論其神志清醒或錯亂；或
- p) 直接或間接之戰爭或任何軍事行動，無論有宣佈或無宣佈、暴動、叛亂或平民騷動；或
- q) 在武裝部隊服役（於不論是否已宣戰時）或受命參與類似戰爭行動或恢復公眾秩序；或
- r) 觸犯法例或企圖觸犯法例或拒捕或參與任何打鬥或鬧事；或
- s) 直接或間接服用藥物（在註冊醫生正當的指導下除外）、服用毒藥或濫用酒精；或
- t) 核爆炸、核子分裂、放射性氣體、核子或生化污染、戰爭或恐怖主義活動；或
- u) 沒有尋求或遵照醫療意見；或
- v) 因先天性情況引致。

3.3 本公司不會就受保人超出 1 宗的癌症索償而支付癌症保險賠償。

### 第三部份 - 一般條件

#### **4 保費**

- 4.1 保費一概於到期時或之前繳付。保費按本公司提供的任何方式按每月或每年繳付。保費並非保證，本公司可於任何保單週年日更改保費。
- 4.2 所有保費須於續保通知書內載列的保費到期日或之前繳付。如未於保費到期日或之前繳付保費，則保險將於保費到期日起終止。
- 4.3 倘於保單年度內提出任何索償，則須先行繳付保單年度內有關保險賠償的任何未繳分期保費，方可獲支付有關保險賠償。本公司保留權利自應付保險賠償中扣除任何未繳分期保費。

#### **5 索償**

- 5.1 倘出現保單持有人有權為受保人索取保險賠償的事件，保單持有人必須在合理可行的時間內盡快以本公司不時指定的形式書面知會本公司。
- 5.2 本公司亦必須接獲以本公司指定形式提交有關任何索償的恰當證據。儘管本保單任何條文（包括但不限於上文第 5.1 條）另有所述，倘本公司未能於下列期間內接獲任何索償的恰當證據，則本公司不會就有關索償負責：
- (a) 就癌症保險賠償而言，受保人首次被診斷患上癌症後起計 90 日內。
- 5.3 倘本公司於第 5.2 條指定的期間內未接獲恰當證據，則必須顯示有關恰當證據乃於合理可行的時間內呈交本公司，並獲本公司信納，否則本公司不會就受保人支付任何保險賠償。
- 5.4 支付任何保險賠償的條件為：受保人必須向本公司提供本公司可能合理要求提出的證據，以支持其索償。在本公司認為有需要情況下，受保人必須接受經本公司批准的醫生進行的醫療檢查或化驗室測試。在支付任何保險賠償前，可能需要提供令本公司滿意的年齡證明。

#### **6 支付保險賠償**

- 6.1 一切就受保人應付的保險賠償將支付予保單持有人或受益人，而有關人士須正式確認已收妥款項。
- 6.2 本公司在出示經由受保人或受益人簽署有關支付本保單保險賠償的收據後，本公司將獲免除就同一保險賠償負責。有關收據將作為有權獲取保險賠償的人士已正式獲取有關保險賠償的最終證據，而本公司亦已正式妥善清償一切向本公司就保險賠償提出的索償及要求。
- 6.3 一切保險賠償將按保單附表所載方式支付。
- 6.4 一切付款以港幣支付。

#### **7 責任終止**

- 7.1 受限於第 7.2 條，儘管本保單載有任何其他條款及條件，本公司就受保人支付任何保險賠償的



責任將於發生任何下列事件（以較早者為準）後終止：

- (h) 受保人身故後；
- (i) 緊接受保人已屆最高保障年齡後一日；
- (j) 有關受保人的保費或分期保費於繳付有關金額的到期日仍未繳付；
- (k) 就各項保險賠償而言，已支付有關保險賠償之後；
- (l) 保單附表所列明的保單年度最後一日；
- (m) 於接獲保單持有人要求取銷本保單時；
- (n) 保單附表所述任何其他事件或事宜或第 8.2 條所述特殊情況或接納為受保人提供保障的任何特別條款及條件。

7.2 受本保單條款及條件所限，第 7.1 條所載不會影響保單持有人在出現導致終止保障事件後就終止事件前發生的提出索償的權利。

## **8 更改／詮釋**

8.1 本保單條款及條件可經雙方書面同意後隨時予以更改。

8.2 本保單的特殊情況為：

- (c) 本保單附表所述者；或
- (d) 雙方不時書面同意者。

8.3 保單持有人已確認本公司乃依據保單持有人及其委任代表提供的資料而發出本保單。

8.4 本保單內所載標題僅供參考。

8.5 倘本保單任何條文與本公司所提供任何其他資料的詮釋出現分歧，以本保單條文為準。

## **9 取消**

9.1 保單持有人可於保單週年日前不少於 30 日給予本公司書面通知以終止保單。保單一旦生效保費便無法退還。

9.2 如保單持有人未能絕對真誠地行事，本公司有權終止本保單，或修訂本保單條款及條件。本公司將給予保單持有人不少於 7 日書面形式的終止或修訂通知。就本終止保單事項，保單持有人有權按比例獲退回保費，前提是受保人於本保單從未有作出任何索償或獲得任何賠償。

## **10 失實聲明／欺詐行為／不予披露**

10.1 如保單持有人的資料或聲明於任何方面失實，或任何影響風險的重大事實於本保單不予披露、不正確地陳述或漏報，或如本保單或其任何續保是憑藉失實陳述、失實聲明或不予披露而獲得，或任何所作索償是欺詐或誇大的，或如作出任何虛假聲明或陳述加以支持，則於任何上述情況下，本保單一概視為自生效日期起即無效，本公司將退還任何已繳保費及要求償還已支付的索償。

## **11 年齡的失實陳述**

11.1 如受保人的年齡被失實陳述，而結果據此繳付不足夠的保費，任何本保單下的索償須按照實付

保費佔該年度原本應收取正確保費的比例給予賠款。而由於年齡被失實陳述而已繳付的超額保費，一概予以無息退回。如按照正確年齡計算，受保人不符合根據本保單受保障的資格，則不給予任何保障，而實際已付保費一概予無息退還。

## **12 轉讓**

12.1 本保單不得被轉讓或轉移予任何人，並不能受任何有信託、留置權或抵押等產權負擔約束。

## **13 可續期保單**

13.1 此乃可年度續期保單，按照本保單條款及條件生效。

13.2 保單附表所述的受保人投保金額及／或保險賠償將按自動續期一年或由本公司於各個年期屆滿時釐定（如少於一年），而毋須再行提交任何可保證據，惟有關受保人必須未滿其最高保障年齡，且已全數繳付根據受保人已屆年齡予以調整的續期保費。

13.3 每名受保人的保障受限於本保單於保單附表開始日或續期日（以日期較後者為準）時的保障、限制、條款及條件。

## **14 受保條件**

14.1 投保年齡為 15 日至 64 歲之間。

14.2 準受保人／受保人必須為每年在香港工作及生活不少於 100 日的香港永久性居民。如受保人每年大部份時間均出門在外，則須每年居住在香港不少於 100 日。

準受保人／受保人必須為每年在香港工作及生活不少於 180 日的香港居民。如受保人每年大部份時間均出門在外，則須每年居住在香港不少於 180 日。如受保人於保單期間不再為香港居民，則本保單將於保單到期日起終止。

## **15 受益人**

15.1 受益人乃本保單申請內的指定人士，或視情況而定，根據本保單條文重新指定的人士，且獲本公司根據本保單條文予以記錄，並有權於受保人身故後取得本保單款項。

15.2 本保單款項將支付予指定受益人，或如無指定受益人或指定受益人已身故，則支付予保單持有人，或倘保單持有人已身故，則視情況而定支付予保單持有人遺產的合法遺產代理人。

## **16 條件及保費條款變更**

16.1 本公司獲授權申請更改任何目前保單的任何保費率、保障、條款及條件。本公司須於保單週年日前 30 日以書面通知保單持有人任何有關更改。基於受保人年齡而更改保費不得被視作上述的更改。對本保單或任何作為其組成部分之文件所作的任何更改須獲本公司授權及其有關批准獲

得批註，否則一概無效。

## **17 合作**

- 17.1 作為本公司承擔賠償責任的先決條件，受保人、保單持有人或其代表於提出索償時，須與本公司全面合作，並十足及忠實地披露保單持有人知悉或應知悉的所有重大事實及事情，並應要求簽訂任何文件，以授權本公司向包括但不限於任何醫生、醫院、第三方管理人或其他來源獲取有關資料。本公司可委任獨立第三方管理人或服務提供商代其解決索償。故此，本公司就索償程序所保留一切權利同樣適用於代本公司行事的該等第三方。

## **18 重覆申請**

- 18.1 受保人不得享有超過一份由本公司發出的癌症現金保障計劃保單之保障。如受保人享有超過一份有關保單之保障，則只限本公司首先發出的保單獲本公司考慮支付保障。本公司將退還已就重複保單支付的任何保費。

## **19 更改保單持有人或受益人**

- 19.1 於受保人在生及本保單有效期間，保單持有人可透過填寫本公司接納的書面通知書，更改本保單的保單持有人或受益人。
- 19.2 任何保單持有人或受益人的更改將於本公司完成記錄後生效，有關更改自通知書簽署日期起生效，而不論受保人或保單持有人於本公司接獲通知書時是否在生。

## **20 仲裁**

- 20.1 如各方因意外或疾病治療的醫學意見出現任何分歧，應由各方就分歧以書面委任的兩名醫學專家處理。如兩名醫學專家的意見出現任何分歧，則應轉介由兩名醫學專家於開始時已書面委任的公証人處理。如公証人調解後兩名醫學專家仍未能達成一致意見，則以公証人的決定為最終並具約束力。
- 20.2 如受保人或任何索償人與承保人基於醫學意見以外的原因出現任何分歧，則應轉介由各方委任的仲裁人處理；如各方未能就單一仲裁人達成一致同意，則可決定由各方各自委任一名仲裁人；如仍未能達成共識，則由仲裁人接受轉介前委任的公証人決定。作出裁決後方可確定就有關分歧對承保人採取任何追究責任或權利的行動。如承保人拒絕就任何索償承擔責任，而有關索償於有關免責聲明發出日期起計 12 個月內未有根據有關條文轉介仲裁人，則將被視為已放棄索償，且其後不再有追索權。

## **21 資料私隱**

- 21.1 謹此聲明，作為承保人責任的先決條件，受保人同意承保人收集或持有其提供的任何個人資料，並可由與承保人相關的個人／組織或任何選定第三方（在香港境內或境外）持有、使用及向其披露，以便申請本保單及提供本保單往後的服務及其他保險產品與服務、直銷及資料配對，並就上述目的聯絡受保人。受保人有權索閱並要求修改承保人所持關於投保人的任何個人資料。

## **22 錯誤與遺漏**

- 22.1 整理記錄時的文書錯誤不應使在其他方便均有效的保障項目失效，亦不會使在其他方面均已有效地終止的保障項目繼續有效。若受保人的年齡或出生日期或其他有關資料無意中誤報，以致影響賠償額或本保單的保障範圍或任何條款、條件及條文，則本公司將按真實的年齡及資料來決定是否應就本保單的條款給予賠償，並決定賠償額。若本公司認為應按本保單支付賠償，則絕對有權酌情調整保費。

## **23 法律程序**

- 23.1 根據本保單的規定，將索償／損失證明提交後 60 日屆滿之前，不得依照法律或衡平法採取行動就本保單索償；此外有關法律行動一律不應執行，除非於本保單要求損失證明的期限屆滿起計兩（2）年內行使。
- 23.2 本保單各方同意，如各方就本保單出現任何衝突或糾紛，則須受香港法例規管及控制，而各方須服從香港法院就任何有關衝突或糾紛判決的專屬管轄權及司法管轄權。
- 23.3 任何非本保單一方之人士或實體無權根據香港法例第 623 章《合約（第三者權利）條例》強制執行本保單的任何條款。

## **24 監管法例**

- 24.1 本保單按香港特別行政區法例詮釋，並受其監管。就有關本保單的任何爭議而言，香港法院具有專有審判權。

## 第二附表

### 癌症賠償保障

#### 癌症

如受保人於保單開始日 90 天等候期後並於保單終止前確診患上癌症，可獲此保險賠償。癌症的定義如下：

癌症指惡性腫瘤，其特徵為惡性細胞漸進地不受控制地生長及擴散，入侵及破壞正常及周邊組織。癌症必須由組織病理學報告證實腫瘤呈陽性。

基於上述定義，下列任何一項腫瘤並不受此保障：

(i) 組織病理學中以下癌症分類：

- 癌前病變(例如原發性血小板增多症、真性紅細胞增多症、原位癌包括子宮頸上皮內瘤 CIN-1、CIN-2 及 CIN-3)；
- 交界性腫瘤；或
- 低惡性腫瘤。

(ii) 白血病類別中，沒有造成造血骨髓內白血病細胞廣泛擴散的情況，及被分類為 RAI 級別 III 或 Binet 分級 B 以下的慢性淋巴性白血病；

(iii) 所有皮膚癌，除非能夠證實腫瘤已經擴散或是利用 Breslow 組織學檢驗方法證明最高厚度超過 1.5mm 的惡性黑色素瘤；

(iv) 非致命的癌症，如下列：

- 根據 TNM 組織學分期在 T1a 或 T1b 或 T1c，或其他分級方法中同等或更低分級的前列腺癌；
- 微小甲狀腺乳頭狀癌或根據 TNM 組織學分期在 T1a 或 T1b 或更低分級的甲狀腺癌；及
- 根據 TNM 組織學分期在 TaN0M0 或更低的分級的膀胱乳頭狀癌。

(v) 根據 TNM 組織學分期在 T1aN0M0 或 T1bN0M0 或更低分級的卵巢腫瘤。

本公司保留權利，在保單週年日的 30 日前以書面向保單持有人發出通知，更改本定義以反映本項疾病在醫療學上定性或定量變化，從而反映本定義的原意。

### 第三附表

#### **Best Doctors 條款及條件**

Best Doctors 提供下列服務給符合資格的成員使用：

#### 定義

**合資格的成員**指受保人及其直系親屬（配偶及／或少於 19 歲之同住子女）均可使用此由 Best Doctors 提供的服務。

**合符條件**指為 InterConsultation 服務之中 Best Doctors 能為在醫療情況被認為是嚴重、慢性或自然退化而持續影響個人每天正常的活動能力而提供服務的條件。InterConsultation 不包括以下服務：急性情況（持續短時間）、輕微的慢性疾病、精神疾病、牙齒問題、及病患者正在住院。除此之外，倘若在沒有經過本地治療專家的首次檢查及報告情況下，Best Doctors 不會提供評估服務。

#### 服務

- a) InterConsultation 服務：是 Best Doctors 提供的一項服務，根據 Best Doctors 獲得專利的醫療分析程序（Medical Analytical Process），藉此由 Best Doctors 曾受培訓的醫學專家評估該合資格成員的病歷資料，及後由另一位對個案專長而有豐富經驗及國際聲譽的專家分析。Best Doctors 根據分析該合資格成員的醫療資料後提交一份 InterConsultation 報告，及在得到指示的情況下重新評估該合資格成員所做的診斷測試（例如，癌活組織切片檢查樣本）。InterConsultation 的評估服務是在合符條件的情況下提供。  
Best Doctors 服務是為在醫療情況被認為是嚴重、慢性或自然退化而持續影響個人每天正常的活動能力而提供。InterConsultation 不包括以下服務：急性情況（持續短時間）、輕微的慢性疾病、精神疾病、牙齒問題、及病患者正在住院。除此之外，倘若在沒有經過本地治療專家的首次檢查及報告情況下，Best Doctors 不會提供評估服務。
- b) Doctor Online：是 Best Doctors 提供關於某些醫學領域一般資料的在綫需求服務，合資格成員可向 Best Doctors 提出具體的問題。Best Doctors 的答覆只作資訊及教育用途，並非提供醫藥診治或治療建議。這是一個提供給合資格成員的參考服務，以替代他們自己尋找資料。所提供的答覆並非表示或導致合資格成員與 Best Doctors 之間存在任何合約或關係。而且，答覆並非診症，只是集中於合資格成員其具體情況的一般醫療資訊。本服務不會答覆關於需要立即醫療護理情況的問題；而所有緊急或直接要求醫療護理應該聯繫相關緊急服務或本地醫療專家。
- c) AskTheExpert 服務：本服務是 Best Doctors 為回覆合資格成員需要獲得快速的回應，並且不須評估其醫療記錄，提供一個更適合的解決方案。AskTheExpert 本身不能提供任何診斷意見。AskTheExpert 是一個簡化的程序能提供接近 Best Doctors 獨特資料庫內認可的專家。AskTheExpert 只能在 Best Doctors 的醫療團隊認為 InterConsultant 未能提供最適合的意見情形下提供服務。Best Doctors 的醫療團隊會與病患者合作，及 Best Doctors 會根據關注的問題、病歷及時間範圍，建議 AskTheExpert 或是 InterConsultant 兩者的服務比較合適。

(此中文譯本祇供參考之用，如有爭議，應以英文原義為準)