# **BASIC DEFINITIONS**

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In this Policy:

"Accident" means an unforeseen and involuntary event that occurs while this Policy is in force.

"Acquired Immunodeficiency Syndrome" or "AIDS" shall have the meaning ascribed to such term by the World Health Organization from time to time.

#### "Activities of Daily Living" means the following:

(a) <u>Transfer</u> :	The ability to get in and out of a chair, bed or wheelchair;
(b) <u>Mobility</u> :	The ability to move from room to room on level surfaces;
(c) <u>Continence</u> :	The ability to voluntarily control bladder and bowel functions so as to maintain personal hygiene;
(d) <u>Dressing</u> :	The ability to put on and take off all necessary clothing, braces, artificial limbs or other surgical
	appliances;
(e) <u>Bathing/Washing</u> :	The ability to wash oneself in the bath or shower (including getting in or out of the bath or
	shower) or wash oneself by any other means; and
(f) <u>Eating</u> :	The ability to feed oneself once food has been prepared and made available.

**"Basic Policy"** means this Policy (as may be amended by endorsement from time to time) excluding coverage issued under any Supplementary Contract.

**"Beneficiary"** means the person or persons designated in the application form as the beneficiary under this Policy (as may be amended from time to time in accordance with this Policy).

"Company", "we", "us" or "our" means AIA International Limited, a company incorporated in Bermuda with limited liability.

"Commencement Date" means: (a) in relation to an amendment of the Policy, the date shown on the relevant Endorsement as the Commencement Date; and (b) in relation to a reinstatement of the Policy, the date on which the Policy is reinstated in accordance with the terms of this Policy.

"Contingent Owner" means the person named by the Owner as "Contingent Owner" in the Company's prescribed form, who may become the Owner pursuant to the "Change of Ownership" provisions under the OWNERSHIP PROVISIONS of the Policy. It is only applicable for Policy with Insured under eighteen (18) years old when the Policy is issued.

"Critical Illness" means an illness or Surgery as set out and defined herein, but not including an Early Stage Critical Illness as defined herein, provided that the signs or symptoms of the illness or the cause of (or otherwise the condition that results in) the Surgery commence more than ninety (90) days following the later of the Issue Date or the latest Commencement Date of the Policy:

# 1. Acute Necrohemorrhagic Pancreatitis

Acute inflammation and necrosis of pancreas parenchyma, focal enzymic necrosis of pancreatic fat and hemorrhage due to blood vessel necrosis, where all of the following criteria are met:

- (a) The necessary treatment is surgical clearance of necrotic tissue or pancreatectomy; and
- (b) The Diagnosis is based on histopathological features and confirmed by a Registered Medical Practitioner who is a gastroenterologist.

Pancreatitis due to alcohol or drug abuse is excluded.

#### 2. AIDS due to Blood Transfusion

HIV Infection due to a blood transfusion, provided that all of the following conditions are met:

- (a) the blood transfusion was Medically Necessary;
- (b) the blood transfusion was received by the Insured after the commencement of the Policy;
- (c) the source of the infection is established to be contaminated blood provided for the blood transfusion, the origin of which can be traced through the institution providing such contaminated blood; and
- (d) the Insured does not suffer from hemophilia.

This insurance will not apply and no benefit payment will be payable whenever a Cure is available. "Cure" means any treatment that renders the HIV inactive or non-infectious.

# 3. Alzheimer's Disease/Irreversible Organic Degenerative Brain Disorders

Deterioration or loss of intellectual capacity or abnormal behavior, as evidenced by the Insured's clinical state and accepted standardized questionnaires or tests, arising from Alzheimer's Disease or other irreversible organic degenerative brain disorder, which results in significant reduction in the Insured's mental and social functioning such that continuous supervision of the Insured is required. The Diagnosis of Alzheimer's Disease or other irreversible organic degenerative brain disorder must be clinically confirmed by a Registered Medical Practitioner who is a neurologist.

The following are excluded:

- (a) non-organic brain disorders such as neurosis and psychiatric illnesses; and
- (b) drug or alcohol related organic brain disorder.

#### 4. Apallic Syndrome

Universal necrosis of the brain cortex with the brainstem remaining intact. A definite Diagnosis of apallic syndrome must be confirmed by a Registered Medical Practitioner who is a neurologist, and the condition must be medically documented for at least one (1) month.

# 5. Aplastic Anaemia

Irreversible persistent bone marrow failure which results in anaemia, neutropenia and thrombocytopenia requiring treatment with at least two (2) of the following:

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

The Diagnosis of aplastic anaemia must be confirmed by a bone marrow biopsy.

# 6. Bacterial Meningitis

Bacterial Meningitis causing inflammation of the membranes of the brain or spinal cord resulting in permanent neurological deficit. The Diagnosis of bacterial meningitis must be confirmed by:

- (a) a Registered Medical Practitioner who is a neurologist; and
- (b) a lumbar puncture confirming the presence of bacterial infection in the cerebrospinal fluid.

#### 7. Benign Brain Tumour

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

The following are excluded:

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

#### 8. Blindness

Irreversible loss of sight in both eyes as a result of illness or Injury, where any one (1) of the following conditions is met: (a) the best corrected visual acuity in both eyes must be 2/60 or less using a Snellen Chart or equivalent test; or (b) the best corrected visual field in both eyes must be 5 degrees or less.

The blindness must be confirmed by a Registered Medical Practitioner who is an ophthalmologist.

#### 9. Cancer

Cancer means:

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

Irrespective of the above, for purposes of the definition of "Critical Illness", Cancer does not include any of the following:

- (i) any cancer which is histologically classified as pre-malignant, non-invasive, or carcinoma in situ, or as having either borderline malignancy or low malignant potential;
- (ii) any tumour of the thyroid histologically classified as T1N0M0 or a lower stage according to the TNM classification system;
- (iii) any tumour of the prostate histologically classified as T1a or T1b or a lower stage according to the TNM classification system;
- (iv) chronic lymphocytic leukemia classified as less than RAI Stage III;
- (v) any cancer where HIV Infection is also present; and
- (vi) any skin cancer, other than malignant melanoma.

# 10. Cardiomyopathy

An impaired function of the heart muscle, unequivocally diagnosed as Cardiomyopathy by a Registered Medical Practitioner who is a cardiologist, and which results in permanent physical impairment to the degree of New York Heart Association classification Class III or Class IV, or its equivalent, for at least six (6) months based on the following classification criteria:

Class III - Marked functional limitation. Affected patients are comfortable at rest but performing activities involving less than ordinary exertion will lead to symptoms of congestive cardiac failure.

Class IV - Inability to carry out any activity without discomfort. Symptoms of congestive cardiac failure are present even at rest. With any increase in physical activity, discomfort will be experienced.

The Diagnosis of Cardiomyopathy has to be supported by echographic findings of compromised ventricular performance.

Irrespective of the above, Cardiomyopathy directly related to alcohol or drug abuse is excluded.

#### 11. Cerebral Aneurysm Requiring Surgery

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

#### 12. Crohn's Disease

A chronic, transmural inflammatory disorder of the bowel with evidence of continued inflammation in spite of optimal therapy, where all of the following have occurred:

- (a) stricture formation causing intestinal obstruction requiring admission to hospital;
- (b) fistula formation between loops of bowel; and
- (c) at least one (1) bowel segment resection.

The Diagnosis of Crohn's Disease must be made by a Registered Medical Practitioner who is a gastroenterologist and be proven histologically in a pathology report and/or the results of sigmoidoscopy or colonoscopy.

#### 13. Chronic Adrenal Insufficiency (Addison's Disease)

An autoimmune disorder causing a gradual destruction of the adrenal gland resulting in the need for life-long glucocorticoid and mineral corticoid replacement therapy. The Diagnosis of Chronic Adrenal Insufficiency (Addison's Disease) must be: i) confirmed by a Registered Medical Practitioner who is an endocrinologist and an independent medical expert appointed by us; and ii) supported by ACTH stimulation tests.

Only chronic adrenal insufficiency caused by an autoimmune disorder is included. All other causes of adrenal insufficiency are excluded.

#### 14. Chronic Liver Disease

End Stage liver failure as evidenced by all of the following:

- (a) permanent jaundice;
- (b) ascites; and
- (c) hepatics encephalopathy.

Irrespective of the above, liver failure due or related to alcohol or drug abuse is excluded.

# 15. Chronic Relapsing Pancreatitis

A continuing inflammatory disease of the pancreas characterised by irreversible morphological change and typically causing pain and/or permanent impairment of function, which is:

- (a) unequivocally diagnosed as Chronic Relapsing Pancreatitis by a Registered Medical Practitioner who is a specialist in gastroenterology; and
- (b) confirmed by pancreatic function tests and radiographic and imaging evidence.

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

#### 16. Coma

A state of unconsciousness with no reaction or response to external stimuli or internal needs, which is associated with a permanent neurological deficit, persists continuously for at least ninety-six (96) hours, and requires the use of a life support system. The Coma must be confirmed by a Registered Medical Practitioner who is a neurologist.

Irrespective of the above, Coma resulting directly from self-inflicted injury, alcohol or drug mis-use is excluded.

#### **17.** Coronary Artery Surgery

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

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

#### 18. Creutzfeldt-Jakob Disease

The occurrence of Creutzfeldt-Jakob Disease or Variant Creutzfeldt-Jakob Disease where there is an associated neurological deficit, which is solely responsible for a permanent inability to perform two (2) or more Activities of Daily Living as defined in the Policy.

Disease caused by human growth hormone treatment is excluded.

#### 19. Ebola

Infection with the Ebola virus where the following conditions are met:

- (a) presence of the Ebola virus has been confirmed by laboratory testing;
- (b) there are ongoing complications of the infection persisting beyond thirty (30) days from the onset of symptoms; and
- (c) the infection does not result in death.

#### 20. Elephantiasis

The end-stage lesion of filariasis, characterised by massive swelling in the tissues of the body as a result of obstructed circulation in the blood or lymphatic vessels.

Unequivocal Diagnosis of elephantiasis must be:

- (a) clinically confirmed by a Registered Medical Practitioner in the appropriate medical specialty;
- (b) supported by laboratory confirmation of microfilariae; and
- (c) concurred in by the Company's medical director.

Lymphedema caused by infection with any other disease(s), trauma, post-operative scarring, or congestive heart failure is excluded.

# 21. Encephalitis

Severe inflammation of brain substance, resulting in permanent neurological deficit which is documented for a minimum of thirty (30) days. Diagnosis of Encephalitis must be confirmed by a Registered Medical Practitioner who is a neurologist.

Encephalitis as a result of HIV Infection is excluded.

#### 22. End-stage Lung Disease

End stage lung disease causing chronic respiratory failure, where all of the following criteria are met:

- (a) Permanent oxygen therapy is required;
- (b) A consistent forced expiratory volume (FEV1) test value of less than one (1) liter (during the first second of a forced exhalation);
- (c) Baseline arterial blood gas analysis showing arterial partial oxygen pressure at a level of fifty-five (55) mmHg or less; and
- (d) Dyspnea at rest.

# 23. Fulminant Viral Hepatitis

Sub-massive to massive necrosis of the liver by a hepatitis virus, leading precipitously to liver failure, where the following criteria are met:

- (a) Rapid decrease in liver size associated with necrosis involving entire lobules;
- (b) Rapid deterioration of liver enzymes;
- (c) Deepening jaundice; and
- (d) Hepatic encephalopathy.

Hepatitis infection or carrier status alone does not meet the diagnostic criteria.

#### 24. Heart Attack

The death of a portion of the heart muscle (myocardium) as a result of inadequate blood supply, where all of the following criteria are met:

- (a) A history of typical chest pain;
- (b) New characteristic ECG changes indicating acute myocardial infarction at the time of the relevant cardiac incident; and
- (c) Either
  - (i) elevation of cardiac enzymes (CPK-MB) at levels above the generally accepted laboratory levels of normal, or
  - (ii) troponins recorded at a level of Troponin I>0.5ng/ml or higher, or at a level of Troponin T>1.0ng/ml or higher.

Angina is specifically excluded.

#### 25. Heart Valve Replacement and Repair

The actual undergoing of open-heart surgery to replace or repair cardiac valves as a consequence of heart valve defects or abnormalities.

Repair via intra-vascular procedure, key-hole surgery or similar techniques is specifically excluded.

#### 26. Hemiplegia

The total and permanent loss of the use of one (1) side of the body through paralysis caused by illness or Injury, except when such Injury is self-inflicted.

# 27. Infective Endocarditis

Inflammation of the inner lining of the heart caused by infectious organisms, where all of the following criteria are met:

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

# 28. Kidney Failure

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

### 29. Loss of Hearing

Total and irreversible loss of hearing (involving the loss of at least eighty (80) decibels in all frequencies of hearing) in both ears as a result of illness or Injury.

Medical evidence in the form of an audiometry and sound-threshold test must be provided, and the Diagnosis of Loss of Hearing must be confirmed by a Registered Medical Practitioner who is an ear, nose and throat (ENT) specialist.

#### 30. Loss of Independent Existence

Loss of Independent Existence refers to the total / complete inability to perform at least three (3) of the six (6) Activities of Daily Living even with the aid of special equipment, requiring the physical assistance of another person throughout the entire activity, for a continuous period of at least six (6) months and leading to a permanent inability to perform the same. For the purpose of this definition, the word "permanent" shall mean beyond the hope of recovery with current medical knowledge and technology. The Diagnosis of Loss of Independent Existence must be confirmed by a Registered Medical Practitioner.

The coverage for Loss of Independent Existence will automatically cease on the Policy Anniversary immediately following the sixty-fifth (65<sup>th</sup>) birthday of the Insured.

All psychiatric related causes are excluded.

#### 31. Loss of One Limb and One Eye

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

For the purpose of this definition, "loss of sight" refers to meeting any one (1) of the following conditions: (a) the best corrected visual acuity in one (1) eye must be 2/60 or less using a Snellen Chart or equivalent test; or (b) the best corrected visual field in one (1) eye must be 5 degrees or less.

The loss of sight must be confirmed by a Registered Medical Practitioner who is an ophthalmologist.

#### 32. Loss of Speech

Total and irrecoverable loss of the ability to speak for a continuous period of twelve (12) months as a result of illness or Injury. Medical evidence confirming damage to the vocal cords leading to loss of speech must be supplied by a Registered Medical Practitioner who is an ear, nose and throat (ENT) specialist.

All psychiatric related causes are excluded.

#### 33. Loss of Two Limbs

Severance of two (2) limbs at or above wrist or ankle as a result of illness or Injury.

#### 34. Major Burns

Third degree (i.e. full thickness skin destruction) burns covering at least twenty percent (20%) of the total body surface area.

### 35. Major Head Trauma

Physical head Injury causing significant permanent functional impairment which is documented for a minimum period of three (3) months from the date of the Injury. The resultant permanent functional impairment must result in an inability to perform at least three (3) of the Activities of Daily Living as defined in the Policy, either with or without the use of mechanical equipment, special devices or other aids or adaptations in use for disabled persons. The Diagnosis of Major Head Trauma must be confirmed by a Registered Medical Practitioner who is a neurologist and duly concurred in by the Company's medical director.

#### **36.** Major Organ Transplant

The undergoing by the Insured as recipient of a transplant of any of the following:

- (a) Transplant of human bone marrow using haematopoietic stem cells which is preceded by total bone marrow ablation; or
- (b) Transplant of one (1) of the following human organs to treat irreversible end-stage failure of the same: heart, lung, liver, kidney, or pancreas.

Other than as provided in (a) above, stem cell transplants and tissue or cell transplant of pancreas are excluded.

#### **37. Medullary Cystic Disease**

Medullary Cystic Disease where the following criteria are met:

- (a) the presence in the kidney of multiple cysts in the renal medulla accompanied by the presence of tubular atrophy and interstitial fibrosis;
- (b) clinical manifestations of anaemia, polyuria, and progressive deterioration in kidney function; and
- (c) the Diagnosis of Medullary Cystic Disease is confirmed by renal biopsy.

Isolated or benign kidney cysts are specifically excluded from this benefit.

#### **38.** Meningeal Tuberculosis

An infection of the meninges of the brain with tuberculosis bacterium causing severe inflammation and brain dysfunction, where all of the following criteria are met:

- (a) there is proof of existence of tuberculosis bacteria;
- (b) Diagnosis of Meningeal Tuberculosis is confirmed by a Registered Medical Practitioner who is a neurologist, and supported by analysis of the cerebrospinal fluid or neuro-imaging; and
- (c) there is permanent residual neurological deficit with motor weakness or cranial nerve dysfunction that is present for at least three (3) months after the Diagnosis.

#### **39.** Motor Neurone Disease

Progressive degeneration of the corticospinal tracts and anterior horn cells or bulbar efferent neurons resulting in a permanent neurological deficit and including the following forms of motor neurone disease: spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis and primary lateral sclerosis.

The Diagnosis of Motor Neurone Disease must be confirmed by a Registered Medical Practitioner who is a neurologist.

#### 40. Multiple Sclerosis

Unequivocal Diagnosis of multiple sclerosis by a Registered Medical Practitioner who is a neurologist, and which confirms the following:

- (a) Symptoms referable to tracts (white matter) involving the optic nerves, brain stem, and spinal cord, producing well-defined neurological deficits;
- (b) A multiplicity of discrete lesions; and
- (c) A well-documented history of exacerbations and remissions of said symptoms/neurological deficits.

# 41. Muscular Dystrophy

Diagnosis of muscular dystrophy by a Registered Medical Practitioner who is a neurologist based on three (3) out of four

- (4) of the following conditions:
- (a) Family history of other affected individuals;
- (b) Clinical presentation including absence of sensory disturbance, normal cerebro-spinal fluid and mild tendon reflex reduction;
- (c) Characteristic electromyogram; or
- (d) Clinical suspicion confirmed by muscle biopsy.

# 42. Necrotising Fasciitis

The occurrence of necrotising fasciitis where the following conditions are met:

- (a) the usual clinical criteria of necrotising fasciitis are met;
- (b) the bacteria identified is a known cause of necrotising fasciitis; and
- (c) there is widespread destruction of muscle and other soft tissues that results in a total and permanent loss of function of the affected body part.

# 43. Occupationally Acquired HIV

HIV Infection acquired as a result of an Accident occurring while the Insured is in the course of carrying out his normal occupational duties. Proof of sero-conversion to HIV Infection occurring within six (6) months of the Accident is required, together with a negative HIV test taken within seven (7) days of the Accident. The Accident giving rise to the HIV Infection must be reported to the Company within thirty (30) days of the Accident.

HIV Infection by any other means, including but not limited to HIV Infection resulting from sexual activity, blood transfusion(s) by the Insured as recipient, or recreational intravenous drug use, is specifically excluded.

This insurance will not apply and no benefit payment will be payable whenever a Cure is available. "Cure" means any treatment that renders the HIV inactive or non-infectious.

# 44. Other Serious Coronary Artery Disease

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

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

# 45. Paralysis

Complete and permanent loss of use of both arms or both legs, or one (1) arm and one (1) leg, through paralysis caused by illness or Injury.

#### 46. Parkinson's Disease

Unequivocal Diagnosis of Parkinson's Disease by a Registered Medical Practitioner who is a neurologist where the condition:

- (a) cannot be controlled with medication;
- (b) shows signs of progressive impairment; and
- (c) Activities of Daily Living assessment confirms the inability of the Insured to perform at least three (3) of the Activities of Daily Living as defined in the Policy, either with or without the use of mechanical equipment, special devices or other aids or adaptations in use for disabled persons.

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

#### 47. Pheochromocytoma

Presence of a neuroendocrine tumour of the adrenal or extra-chromaffin tissue that secretes excess catecholamines requiring the actual undergoing of surgery to remove the tumour.

The Diagnosis of Pheochromocytoma must be confirmed by a Registered Medical Practitioner who is an endocrinologist.

#### 48. Poliomyelitis

Infection with the poliovirus, leading to paralytic disease. Paralysis due to Poliomyelitis must be confirmed by a Registered Medical Practitioner who is a neurologist, and cases not involving paralysis are excluded.

#### 49. Progressive Supranuclear Palsy

Progressive Supranuclear Palsy occurring independently of all other causes and resulting in a permanent neurological deficit, which is directly responsible for a permanent inability to perform at least two (2) of the Activities of Daily Living. The Diagnosis of Progressive Supranuclear Palsy must be confirmed by a Registered Medical Practitioner who is a neurologist.

#### 50. Pulmonary Arterial Hypertension (Primary)

Primary Pulmonary Arterial Hypertension with substantial right ventricular enlargement established by investigations including cardiac catheterization, and which results in permanent irreversible physical impairment to the degree of New York Heart Association (NYHA) classification Class III or Class IV, based on the following classification criteria:

Class III - Marked functional limitation. Affected patients are comfortable at rest but performing activities involving less than ordinary exertion will lead to symptoms of congestive cardiac failure.

Class IV - Inability to carry out any activity without discomfort. Symptoms of congestive cardiac failure are present even at rest. With any increase in physical activity, discomfort will be experienced.

Pulmonary Arterial Hypertension which does not meet the above conditions is excluded.

#### 51. Severe Myasthenia Gravis

An acquired autoimmune disorder of neuromuscular transmission leading to fluctuating muscle weakness and fatiguability, where all of the following criteria are met:

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

Myasthenia Gravis Foundation of America Clinical Classification:

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

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

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

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

Class V: Intubation needed to maintain airway

#### 52. Severe Rheumatoid Arthritis

Unequivocal Diagnosis of systemic immune disorder of rheumatoid arthritis where all of the following criteria are met:

- (a) Diagnostic criteria of the American College of Rheumatology for Rheumatoid Arthritis;
- (b) Permanent inability to perform at least two (2) Activities of Daily Living;
- (c) Widespread joint destruction and major clinical deformity of three (3) or more of the following joint areas: hands, wrists, elbows, knees, hips, ankle, cervical spine or feet; and
- (d) The foregoing conditions have been present for at least six (6) months.

### 53. Severe Ulcerative Colitis

Acute fulminant ulcerative colitis with life threatening electrolyte disturbances, where all of the following criteria are met:

- (a) the entire colon is affected, with severe bloody diarrhoea;
- (b) the necessary treatment is total colectomy and ileostomy; and
- (c) Diagnosis of Severe Ulcerative Colitis is based on histopathological features and confirmed by a Registered Medical Practitioner who is a gastroenterologist.

# 54. Stroke

Any cerebrovascular accident or incident producing neurological functional impairment, with objective neurological abnormal signs on physical examination, lasting at least four (4) weeks. Infarction of brain tissue, haemorrhage and embolism from an extra-cranial source are included. The Diagnosis of Stroke must be based on changes seen in a CT scan or MRI and such functional impairment must be confirmed by a Registered Medical Practitioner who is a neurologist.

The following are excluded:

- (a) Cerebral symptoms due to transient ischaemic attacks;
- (b) Cerebral symptoms due to migraine; and
- (c) Vascular disease affecting the eye or optic nerve or vestibular functions.

# 55. Surgery to Aorta

The actual undergoing of surgery via a thoracotomy or laparotomy to repair or correct an aortic aneurysm, an obstruction of the aorta, a coartation of the aorta or a dissection of the aorta. For the purpose of this definition, "aorta" shall mean the thoracic and abdominal aorta but not its branches.

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

#### 56. Systemic Lupus Erythematosus (SLE) with Lupus Nephritis

Multi-system, autoimmune disorder characterized by the development of auto-antibodies, directed against various self-antigens.

For purposes of the definition of "Critical Illness", SLE is restricted to only those forms of systemic lupus erythematosus, which involve the kidneys and are characterized as Class III, Class IV, Class V or Class VI lupus nephritis under the Abbreviated International Society of Nephrology / Renal Pathology Society (ISN/RPS) classification of lupus nephritis (2003) below based on renal biopsy. Other forms such as discoid lupus, and those forms with only hematological and joint involvement are specifically excluded.

Abbreviated ISN/RPS classification of lupus nephritis (2003):

Class I - Minimal mesangial lupus nephritis

Class II - Mesangial proliferative lupus nephritis

Class III - Focal lupus nephritis

Class IV - Diffuse segmental (IV-S) or global (IV-G) lupus nephritis

Class V - Membranous lupus nephritis

Class VI - Advanced sclerosing lupus nephritis

#### 57. Systemic Scleroderma

A systemic connective tissue disease causing progressive diffuse fibrosis in the skin, blood vessels and visceral organs which reaches systemic proportions such that two (2) of the following criteria are met:

- (a) pulmonary involvement showing carbon monoxide diffusing capacity (DLCO) < 70% of the predicted value, or forced expiratory volume in 1 sec (FEV1), forced vital capacity (FVC) or total lung capacity (TLC) < 75% of the predicted value;</li>
- (b) renal involvement showing glomerular filtration rate (GFR) < 60 ml/min; and/or
- (c) cardiac involvement showing evidence of either congestive heart failure, cardiac arrhythmia requiring medication, or pericarditis with moderate to large pericardial effusion.

The following are excluded:

- (i) Localised scleroderma (linear scleroderma or morphea); and
- (ii) Eosinophilic fasciitis; and
- (iii) CREST syndrome

Unequivocal Diagnosis of Systemic Scleroderma must be confirmed by a Registered Medical Practitioner who is a rheumatologist.

#### 58. Terminal Illness

Conclusive Diagnosis (with written confirmation) by a Registered Medical Practitioner in the appropriate medical specialty, of a condition that is expected to result in death of the Insured within twelve (12) months. The Insured must no longer be receiving active treatment other than that for pain relief or other conservative palliative measures.

"Current Sum Assured" means the Initial Sum Assured, less any Lump Sum Advance Payment or Limited Advance Payment paid pursuant to the BENEFIT PROVISIONS of the Policy and / or any accelerated or advance payment(s) made under Accelerated Benefit Payment Rider(s). This Current Sum Assured is the amount on which calculation of the Death Benefit is based, and shall be deemed to be zero upon the Reaching of Aggregate Limit.

**"Diagnosis"** or **"diagnosed"** means the definitive diagnosis made by a Registered Medical Practitioner as defined below, based upon such specific condition(s), as referred to herein in the definition of the particular illness, Surgery or Surgery for Early Stage Critical Illness concerned or, in the absence of such specific condition(s), based upon radiological, clinical, histological or laboratory evidence acceptable to the Company. Such Diagnosis must be supported by the Company's medical director who may base his / her opinion on the medical evidence submitted by the Insured and / or Owner and / or any additional evidence he may require.

In the event of any dispute or disagreement regarding the appropriateness or correctness of the Diagnosis, the Company shall have the right to call for an examination, of either the Insured or the evidence used in arriving at such Diagnosis, by an independent acknowledged expert in the field of medicine concerned selected by the Company and the opinion of such expert as to such Diagnosis shall be binding on both the Insured and the Company.

**"Early Stage Critical Illness"** means an illness or a Surgery for Early Stage Critical Illness as set out and defined herein, provided that the signs or symptoms of the illness or the cause of (or otherwise the condition that results in) the Surgery for Early Stage Critical Illness commence more than ninety (90) days following the later of the Issue Date or the latest Commencement Date of the Policy:

# 1. Angioplasty or Endarterectomy for Carotid Arteries

Angioplasty or Endarterectomy for Carotid Arteries shall mean the treatment of stenosis of fifty percent (50%) or above, as proven by angiographic evidence, of one (1) or more carotid arteries. Both criteria (a) and (b) below must be met: (a) Either:

- (i) Actual undergoing of endarterectomy to alleviate the symptoms; or
- (ii) Actual undergoing of an endovascular intervention such as angioplasty and/or stenting or atherectomy to alleviate the symptoms; and
- (b) The Diagnosis and medical necessity of the treatment must be confirmed by a Registered Medical Practitioner who is a specialist in the relevant field.

# 2. Biliary Tract Reconstruction Surgery

The undergoing of biliary tract reconstruction surgery involving choledochoenterostomy due to diseases or trauma of the biliary tract. The surgery must be considered Medically Necessary by a Registered Medical Practitioner who is a specialist. Biliary atresia is excluded.

# 3. Carcinoma-in-situ

Carcinoma-in-situ shall mean a histologically proven, localized pre-invasion lesion where cancer cells have not yet penetrated the basement membrane or invaded (in the sense of infiltrating and / or actively destroying) the surrounding tissues or stroma. Cervical intraepithelial neoplasia grade III (CIN III) and prostatic intraepithelial neoplasia grade III (PIN III) are also included. For the avoidance of doubt, Carcinoma-in-situ does not include any of the following:

- (a) Cervical intraepithelial neoplasia grade II (CIN II) or below; and
- (b) Prostatic intraepithelial neoplasia grade II (PIN II) or below; and
- (c) Skin Carcinoma-in-situ.

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

# 4. Cerebral Shunt Insertion

Cerebral shunt insertion shall mean the actual undergoing of surgical implantation of a shunt from the ventricles of the brain to relieve raised pressure in the cerebrospinal fluid. The need of a shunt must be certified to be Medically Necessary by a Registered Medical Practitioner who is a neurologist.

# 5. Chronic Lung Disease

Chronic Lung Disease shall mean the Diagnosis of interstitial fibrosis requiring at least intermittent oxygen therapy and showing consistent reduction in FEV 1 of one point two (1.2) litres or less under appropriate medication. Diagnosis, severity and test results must be confirmed by a Registered Medical Practitioner.

#### 6. Cochlear Implant Surgery

The actual undergoing of a surgical cochlea implant as a result of permanent damage to the cochlea or auditory nerve, provided that the procedure as well as the insertion of the implant are certified to be Medically Necessary and performed by a Registered Medical Practitioner in the relevant field.

#### 7. Diabetic Retinopathy

Diabetic Retinopathy shall mean advanced changes to the retinal blood vessels as a consequence of diabetes mellitus. All of the following criteria must be met:

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

#### 8. Early Stage Dementia including Early Stage Alzheimer's Disease

Early Stage Dementia including Early Stage Alzheimer's Disease shall mean cognitive impairment characterized by a Mini Mental State Examination score of 20 or less out of 30 as assessed by two neuropsychometric tests performed three months apart, where all of the following criteria are met:

- (a) The Insured is under the continuous care of, and on disease modifying treatment prescribed by, a Registered Medical Practitioner who is a neurologist;
- (b) Diagnosis of the relevant cognitive impairment is made by a Registered Medical Practitioner who is a neurologist according to currently established clinical criteria; and
- (c) Imaging evidence supporting the Diagnosis of dementia is provided.

#### 9. Early Stage Malignancy

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

- (a) Tumour of the thyroid histologically classified as T1N0M0 according to the TNM classification;
- (b) Tumour of the prostate histologically classified as T1a or T1b according to the TNM classification system;
- (c) Chronic lymphocytic leukaemia classified as RAI Stage I or II; or
- (d) Non melanoma skin cancer.

The Diagnosis must be based on histopathological features and confirmed by a Registered Medical Practitioner. Pre-malignant lesions and conditions, unless listed above, are excluded.

#### **10. Endovascular Treatment for Cerebral Aneurysm**

Endovascular Treatment for Cerebral Aneurysm shall mean the actual undergoing of an endovascular intervention, such as endovascular embolization, endovascular coiling, angioplasty and/or stenting or the insertion of a flow diverter, to prevent rupture of a cerebral aneurysm or to alleviate the bleeding due to rupture of a cerebral aneurysm. The procedure must be considered Medically Necessary and performed by a Registered Medical Practitioner who is a specialist in the relevant field.

#### 11. Endovascular Treatments of Aortic Disease or Aortic Aneurysm

Endovascular Treatments of Aortic Disease or Aortic Aneurysm refers to any one (1) of the following:

- (a) Endovascular Treatments of Aortic Disease shall mean the undergoing of surgery via minimally invasive or intra-arterial techniques to repair or correct an aneurysm, narrowing, obstruction or dissection of the aorta, as evidenced by an echocardiogram or any other appropriate diagnostic test that is available and confirmed by a Registered Medical Practitioner who is a specialist in the relevant field. For this definition, aorta means the thoracic and abdominal aorta but not its branches.
- (b) Aortic Aneurysm shall mean abdominal or thoracic aortic aneurysm or aortic dissection, where the aorta is enlarged by at least fifty millimetres (50 mm) in diameter, as evidenced by appropriate imaging technique. The Diagnosis must be confirmed by a Registered Medical Practitioner who is a cardiologist or vascular surgeon.

#### 12. Endovascular Treatment of Peripheral Arterial Disease

Endovascular Treatment of Peripheral Arterial Disease shall mean the treatment of stenosis of fifty percent (50%) or above, as proven by angiographic evidence of one (1) or more of the following arteries:

- (a) arteries supplying blood to lower limbs or upper limbs;
- (b) renal arteries; or
- (c) mesenteric arteries.

All of the following criteria must be met:

- (a) Actual undergoing of an endovascular intervention such as angioplasty and/or stenting or atherectomy to alleviate the symptoms; and
- (b) The Diagnosis of Peripheral Arterial Disease and medical necessity of the treatment must be confirmed by a Registered Medical Practitioner who is a specialist in vascular diseases.

#### 13. Facial Burns due to Accident

Facial Burns due to Accident shall mean third degree (i.e. full thickness skin destruction) burns covering at least thirty percent (30%) of the surface of the face directly resulting from an Accident.

Where both Less Severe Burns to Body due to Accident and Facial Burns due to Accident are caused by the same Accident, only one (1) claim shall be made under this Policy for the related burn Injuries.

#### 14. Facial Reconstructive Surgery for Injury due to Accident

The actual undergoing of plastic or reconstructive surgery (restoration or reconstruction of the shape and appearance of facial structures above the neck which are defective, missing, damaged due to Accident) which, in the opinion of the Company's medical director or Registered Medical Practitioner, is deemed Medically Necessary for the treatment of facial disfigurement due to Injury requiring in-patient treatment and subsequently the performance of such surgery. Surgery solely for cosmetic reasons, isolated dental restorations, isolated nasal fractures or isolated skin wounds are excluded.

#### **15. Hepatitis with Cirrhosis**

Inflammation of the liver by the Hepatitis virus leading to cirrhosis. There must be a definite Diagnosis of liver cirrhosis by a gastroenterologist that must be supported by liver biopsy showing histological stage F4 by Metavir grading or a Knodell fibrosis score of 4.

Liver diseases due or related to alcohol and drug abuse are excluded.

#### 16. Less Invasive Treatments of Heart Valve Disease

Less Invasive Treatments of Heart Valve Disease refer to percutaneous heart valve repair such as valvuloplasty or valvotomy, and percutaneous valve replacement, where the treatment is performed totally via intravascular procedure. The procedure must be considered Medically Necessary and performed by a Registered Medical Practitioner who is a specialist in the relevant field.

#### 17. Less Severe Aplastic Anaemia

Acute reversible bone marrow failure which results in anaemia, neutropenia and thrombocytopenia requiring treatment with any one (1) of the following:

- (a) Blood product transfusion;
- (b) Marrow stimulating agents;
- (c) Immunosuppressive agents; or
- (d) Bone marrow transplantation.

The Diagnosis must be confirmed by a Registered Medical Practitioner who is a haematologist.

#### 18. Less Severe Bacterial Meningitis

Inflammation of the meninges of the brain or spinal cord caused by bacterial infection requiring hospitalization. The Diagnosis must be confirmed by a Registered Medical Practitioner who is a consultant neurologist and supported with appropriate investigations proving acute bacterial infection of the meninges.

#### 19. Less Severe Burns to Body due to Accident

Less Severe Burns to Body due to Accident shall mean third degree (i.e. full thickness skin destruction) burns covering at least ten percent (10%) of the total body surface area directly resulting from an Accident.

Where both Less Severe Burns to Body due to Accident and Facial Burns due to Accident are caused by the same Accident, only one (1) claim shall be made under this Policy for the related burn Injuries.

#### 20. Less Severe Coma

Less Severe Coma, lasting at least forty-eight (48) hours, supported by evidence of all of the following:

- (a) no response to external stimuli; and
- (b) necessity for mechanical life support.

The Diagnosis and the supporting evidence must be confirmed by a Registered Medical Practitioner who is a neurologist or neurosurgeon.

Less Severe Coma directly resulting from alcohol or drug abuse and medically induced coma are excluded.

#### 21. Less Severe Creutzfeldt-Jakob Disease

An incurable brain infection that causes rapidly progressive deterioration of mental function and movement, which is unequivocally diagnosed by a Registered Medical Practitioner who is a neurologist as Creutzfeldt-Jakob disease based on clinical assessment, EEG, imaging, and lumbar puncture.

Disease caused by human growth hormone treatment is excluded.

# 22. Less Severe Encephalitis

Inflammation of brain substance (cerebral hemisphere, brainstem or cerebellum) caused by viral infection requiring hospitalization. The Diagnosis must be confirmed by a Registered Medical Practitioner who is a consultant neurologist and supported with appropriate investigations proving acute viral infection of the brain. Encephalitis caused by HIV infection is excluded.

#### 23. Less Severe Heart Disease

Less Severe Heart Disease refers to any one (1) of the following:

- (a) Less Severe Heart Attack shall mean the death of a portion of the heart muscle as a result of inadequate blood supply. All of the following criteria must be met:
  - (i) A history of typical chest pain;
  - (ii) New characteristic ECG changes indicating acute myocardial infarction at the time of the relevant cardiac incident;
  - (iii) Diagnostic Increase of Troponin; and
  - (iv) The Diagnosis must be certified by a Registered Medical Practitioner who is a cardiologist.

The death of the heart muscle caused by any invasive or surgical procedure to the heart or the coronary arteries and angina are excluded.

(b) Cardiac pacemaker or defibrillator insertion is required as a result of serious cardiac arrhythmia which cannot be treated via other means. The procedure must be considered Medically Necessary and performed by a Registered Medical Practitioner who is a cardiologist.

#### 24. Less Severe Infective Endocarditis

Inflammation of the inner lining of the heart caused by infectious organisms, where all of the following criteria are met: (a) positive result of the blood culture proving presence of the infectious organism(s);

- (b) the presence of any degree of heart valve incompetence or valve stenosis attributable to Infective Endocarditis; and
- (c) the Diagnosis of Infective Endocarditis and the severity of valvular impairment are confirmed by a Registered Medical Practitioner who is a cardiologist.

#### 25. Less Severe Kidney Disease

Less Severe Kidney Disease shall mean one (1) of the following: (a) Chronic Kidney Impairment shall mean advanced stage of chronic renal insufficiency.

All of the following criteria must be met:

- (i) Glomerular Filtration Rate (GFR) calculated with Modification of Diet in Renal Disease (MDRD) formula or Cockcroft-Gault formula is lower than 30mL/min/1.73 m2 and the condition has lasted for at least ninety (90) days continuously.
- (ii) The Diagnosis of Chronic Kidney Impairment must be confirmed by a Registered Medical Practitioner who is an urologist or nephrologist.
- (b) Surgical Removal of One Kidney shall mean the complete surgical removal of one (1) kidney necessitated by any disease or Accident of the Insured. Surgical removal of the kidney must be certified to be Medically Necessary by a Registered Medical Practitioner in the relevant field.

Kidney donation is excluded.

#### 26. Less Severe Parkinson's Disease

Unequivocal Diagnosis of idiopathic Parkinson's Disease by a Registered Medical Practitioner who is a neurologist where the condition:

- (a) cannot be controlled with medication;
- (b) shows objective signs of progressive deterioration; and
- (c) Activities of Daily Living assessment confirms the inability of the Insured to perform at least two (2) of the Activities of Daily Living as defined in the Policy for a continuous period of at least six (6) months, either with or without the use of mechanical equipment, special devices or other aids or adaptations in use for disabled persons.

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

#### 27. Less Severe Systemic Lupus Erythematosus

Less Severe Systemic Lupus Erythematosus shall mean a multisystem autoimmune disorder, characterized by the development of auto-antibodies.

All of the following criteria must be met:

- (a) Presence of at least two (2) of the five (5) criteria;
  - (i) Arthritis: non-erosive arthritis, involving two (2) or more joints;
  - (ii) Serositis: pleuritis or pericarditis;
  - (iii) Renal Disorder: persistent proteinuria > 0.5 g per day or cellular casts;
  - (iv) Hematologic disorder: hemolytic anemia, Leukopenia, Lymphopenia, or thrombocytopenia; or
  - (v) Positive anti-nuclear antibody, Anti-dsDNA or anti-Smith antibody.
- (b) Diagnosis of systemic lupus erythematosus must be confirmed by a Registered Medical Practitioner who is rheumatologist or immunologist.

#### 28. Liver Surgery

Partial hepatectomy of at least one (1) entire left or entire right lobe of the liver that has been found necessary as a result of illness or accident as suffered by the Insured.

Liver surgery required due to disease or disorder caused by alcohol and/or drug abuse and liver donation are all excluded.

#### 29. Loss of Hearing in One Ear

Loss of Hearing in One Ear shall mean total and irreversible loss of hearing (involving the loss of at least eighty (80) decibels in all frequencies of hearing) in one (1) ear as a result of illness or Injury.

Medical evidence in the form of an audiometry and sound-threshold test must be provided, and the Diagnosis of Loss of Hearing must be confirmed by a Registered Medical Practitioner who is an ear, nose and throat (ENT) specialist.

#### 30. Loss of One Limb

Loss of one limb shall mean severance of at least one (1) limb at or above wrist or ankle as a result of illness or Injury.

#### 31. Loss of Sight in One Eye

Irreversible loss of sight in one (1) eye as a result of illness or Injury, where any one (1) of the following conditions is met: (a) the best corrected visual acuity in one (1) eye must be 2/60 or less using a Snellen Chart or equivalent test; or (b) the best corrected visual field in one (1) eye must be 5 degrees or less.

The loss of sight must be confirmed by a Registered Medical Practitioner who is an ophthalmologist.

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#### 32. Major Organ Transplantation (on Waiting List)

The Insured is on the Hong Kong Hospital Authority official organ transplant waiting list or the government-regulated official organ transplant waiting list in his/her residential country as recipient of a transplant for one (1) of the following procedures:

- (a) Transplant of human bone marrow using haematopoietic stem cells which is preceded by total bone marrow ablation; or
- (b) Transplant of one (1) of the following human organs to treat irreversible end-stage failure of the same: heart, lung, liver, kidney, or pancreas.

Other than as provided in (a) above, stem cell transplants and tissue or cell transplant of pancreas are excluded.

If the Insured is on the government-regulated (except Hong Kong Hospital Authority) official organ transplant waiting list, all of the following criteria must be met in addition to the above:

(i) The Diagnosis is confirmed by two (2) Registered Medical Practitioners in the appropriate medical specialty who certify that such transplantation is Medically Necessary; and

(ii) Clinical and/or pathological evidence supporting such transplantation is provided.

#### **33.** Minimally Invasive Direct Coronary Artery By-pass

Minimally Invasive Direct Coronary Artery By-pass shall mean the actual undergoing of a coronary artery by-pass surgery through a mini-thoracotomy (a small incision between the ribs) to correct narrowing or blockage of one (1) or more coronary arteries. Minimally Invasive Direct Coronary Artery By-pass can also be referred to as "keyhole" coronary bypass surgery.

The procedure must be Medically Necessary and performed by a Registered Medical Practitioner who is a cardiologist.

When a Minimally Invasive Direct Coronary Artery By-pass is carried out as a result of a Less Severe Heart Attack, the benefit under this Policy is only payable for Less Severe Heart Attack.

#### 34. Moderately Severe Brain Damage

Physical head injury, causing significant brain damage and permanent neurological deficit. The impairment must result in the inability to perform at least two (2) of the Activities of Daily Living as defined herein, either with or without the use of mechanical equipment, special devices or other aids or adaptations in use for disabled persons.

If claims for both Surgery for Subdural Haematoma and Moderately Severe Brain Damage arise from the same occurrence, only one (1) claim for either Surgery for Subdural Haematoma or Moderately Severe Brain Damage shall be made under this Policy in respect of such occurrence.

#### 35. Moderately Severe Paralysis

Moderately Severe Paralysis shall mean complete and permanent loss of use of at least one (1) arm or one (1) leg, through paralysis caused by illness or Injury. Loss of use means total and permanent functional disablement and is treated like the total loss of said limb.

#### 36. Osteoporosis with Fractures

The occurrence of Osteoporosis with Fractures where all of the following conditions are met:

(a) at least a fracture of the neck of femur or two (2) vertebral body fractures, due to or in the presence of osteoporosis; and
(b) bone mineral density measured in at least two (2) sites by dual-energy x-ray densitometry (DEXA) or quantitative CT scanning is consistent with severe osteoporosis (T-score of less than -2.5).

Actual undergoing of internal fixation or replacement of the fractured bone is required.

Coverage for Osteoporosis with Fractures will automatically cease on the Policy Anniversary immediately following the seventieth  $(70^{th})$  birthday of the Insured.

#### 37. Percutaneous Coronary Intervention

Percutaneous Coronary Intervention refers to any one (1) of the following procedures:

- (a) Angioplasty and/or stenting, being the actual undergoing of balloon angioplasty and/or stenting to correct narrowing or blockage of one (1) or more coronary arteries;
- (b) Other procedures, being the actual undergoing of atherectomy, laser relief, transmyocardial laser revascularisation or other intra-arterial techniques to correct narrowing or blockage of one (1) or more coronary arteries,

provided that all of the following criteria are met:

- (a) Angiographic evidence is provided that at least one (1) coronary artery has stenosis of fifty percent (50%) or higher; and
- (b) The procedure is Medically Necessary and performed by a Registered Medical Practitioner who is a cardiologist.

When a Percutaneous Coronary Intervention is carried out as a result of a Less Severe Heart Attack, the benefit under this Policy is only payable for Less Severe Heart Attack.

#### 38. Pericardectomy

The actual undergoing of a pericardectomy as a result of pericardial disease, which is certified to be Medically Necessary by a Registered Medical Practitioner who is a cardiologist.

Percutaneous catheter or trocar procedures for pericardial disease, including but not limited to drainage or aspiration of pericardial effusion, and pericardial biopsies are excluded.

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

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

#### 40. Severe Obstructive Sleep Apnea

An unequivocal Diagnosis of severe Obstructive Sleep Apnea (OSA) made by a Registered Medical Practitioner who is a specialist in the relevant field, provided that both of the following criteria are met:

(a) the Insured is being treated with continuous nocturnal CPAP therapy; and

(b) there is documented evidence of a sleep study showing an AHI > 30 and nocturnal mean  $O_2$  saturation <85.

#### 41. Severe Psychiatric Illness

A first definitive Diagnosis of Severe Depression, Schizophrenia or Bipolar Disorder by a Registered Medical Practitioner who is a psychiatrist, which requires in-patient hospitalization for more than 28 consecutive days in the psychiatric unit of a designated hospital for Severe Psychiatric Illness as listed under 'List of Designated Hospitals for Severe Psychiatric Illness' on the Company's website (www.aia.com.hk). Such list may be varied, updated and amended from time to time at the Company's discretion, and any change shall be deemed effective as of the date of publication on the Company's website (regardless of whether any notice is separately given).

For the avoidance of doubt, hospitalization must be primarily due to Severe Depression, Schizophrenia or Bipolar Disorder, and hospitalization solely due to any other cause or psychiatric condition is excluded. Further and notwithstanding the foregoing, Severe Depression, Schizophrenia or Bipolar Disorder due, whether in whole or in part, to drug, alcohol or substance abuse, and hospitalization for drug or alcohol rehabilitation are excluded.

#### 42. Surgery for Subdural Haematoma

The actual undergoing of Burr Hole Surgery to the head to drain subdural haematoma as a result of an Accident. The need for the Burr Hole Surgery must be certified to be Medically Necessary by a Registered Medical Practitioner who is a specialist in the relevant field.

If claims for both Surgery for Subdural Haematoma and Moderately Severe Brain Damage arise from the same occurrence, only one (1) claim for either Surgery for Subdural Haematoma or Moderately Severe Brain Damage shall be made under this Policy in respect of such occurrence.

# 43. Surgical Removal of One Lung

Surgical Removal of One Lung shall mean complete surgical removal of a lung as a result of an illness or Accident of the Insured. Partial removal of a lung is not included in this benefit.

# 44. Surgical Removal of Pituitary Tumour

The actual undergoing of surgical excision of pituitary tumour necessitated as a result of symptoms associated with increased intracranial pressure caused by the tumour, endocrinological disorder with pituitary origin or neurological deficit due to oppression of pituitary tumour onto normal brain tissue.

The presence of the underlying tumour must be confirmed by imaging studies such as computed tomography (CT) scan or magnetic resonance imaging (MRI). Surgical excision of pituitary microadenoma (tumour of size eight millimetres (8mm) or below in diameter) is specifically excluded. The surgery must be certified to be Medically Necessary by a Registered Medical Practitioner who is a specialist in the relevant field.

**"Expiry Date"** of the Basic Policy is shown in the Policy Information Page. Unless otherwise specified, the Expiry Date for a Supplementary Contract falls on the Policy Anniversary equal to the number of years for which premiums for the relevant Supplementary Contract are payable as shown in the Schedule of Benefits and Premiums of the Policy Information Page.

"Grace Period" has the meaning ascribed to such term under the PREMIUM PROVISIONS.

**"HIV Infection"** shall be deemed to have occurred where blood or other relevant test(s) indicate, in the opinion of the Company, either the presence of any human immunodeficiency virus, antigens or antibodies to such a virus.

**"Initial Sum Assured"** means the amount shown on the Policy Information Page as the "Sum Assured", and is the basis for calculation of the Critical Illness Benefit, Early Stage Critical Illness Benefit and Severe Child Disease Benefit when the Basic Policy is issued, as amended by any subsequent increase or decrease in cover due to your request. For the avoidance of doubt, any Lump Sum Advance Payment or Limited Advance Payment made hereunder, or any accelerated or advance payment(s) made under Accelerated Benefit Payment Rider(s), does not affect the Initial Sum Assured.

"Injury" means any abnormal bodily condition caused solely by Accident and independent of any other causes and not therefore due to illness or disease.

"Insured" means the person as shown on the Policy Information Page as the "Insured".

"Issue Age" in relation to the age of the Insured, means the age shown on the Policy Information Page as the "Issue Age".

"Issue Date" means the date shown on the Policy Information Page as the "Issue Date" and the date on which the Policy came into force.

**"Issuing Office"** means: 1) where this Policy is issued in Hong Kong, AIA International Limited in Hong Kong at the address shown on the Policy Information Page; 2) where this Policy is issued in Macau, AIA International Limited in Macau at the address shown on the Policy Information Page; or 3) such other address (if any) as we may notify you in writing from time to time.

**"Limited Advance Payment"** means the percentage of the Initial Sum Assured paid in one (1) lump sum in accordance with Clause 2(b), 3 and 4 of the BENEFIT PROVISIONS of the Policy (as the case may be).

**"Lump Sum Advance Payment"** means the percentage of the Initial Sum Assured paid in one (1) lump sum in accordance with Clause 2(a) of the BENEFIT PROVISIONS of the Policy.

"Medically Necessary" is a medical service, procedure or supply, which in the Company's opinion:

(a) is consistent with generally accepted professional standards of medical practice;

(b) is required to establish a Diagnosis and/or to provide treatment; and

(c) cannot be safely delivered at a lower level of medical care.

Experimental, screening and preventive services or supplies are not considered Medically Necessary.

**"Owner"**, **"you"** or **"your"** is the person who owns this Policy and shown on the Policy Information Page as the "Owner", subject to the "Change of Ownership" provisions under the OWNERSHIP PROVISIONS of the Policy, if applicable.

"Policy" consists of:

- (a) Basic Policy (including schedules);
- (b) Policy Information Page;
- (c) application for the Basic Policy and for Supplementary Contracts (if any), including the application forms (if any), any subsequent amendments, declarations and statements duly made by the Owner and / or the Insured;
- (d) endorsements to this Policy (if any); and
- (e) Supplementary Contracts (if any).

"**Policy Anniversary**" means the same date of each subsequent year as the Policy Date. If the Policy Date is 29 February of a leap year, then the Policy Anniversary will be 28 February in non-leap year.

"**Policy Date**" as shown on the Policy Information Page, means the date from which Policy Anniversaries, Policy Years, policy months and premium due dates are determined.

"Policy Information Page" means the schedule to the Basic Policy headed "Policy Information Page".

"Policy Year" means each twelve-month period starting on the Policy Date.

**"Reaching of Aggregate Limit"** refers to payment of any Lump Sum and/or Limited Advance Payment under Clauses 2, 3 and/or 4 of the Policy which results in the total amount of such payments under the Policy reaching 100% of the Initial Sum Assured.

**"Registered Medical Practitioner"** means any person qualified by degree in and licensed to practice western medicine who is legally authorized in the geographical area of his practice to render medical or surgical services, but excluding a Registered Medical Practitioner who is the Insured himself, an insurance agent, business partner(s) or employer / employee of the Insured or a member of the Insured's immediate family, the Owner or any person related in similar fashion to the Owner.

**"Severe Child Disease"** means either : i) an illness as set out and defined herein, provided that the signs or symptoms of the illness, or in the case of Intellectual Impairment due to Sickness or Injury, the sickness causing such condition, commence more than ninety (90) days following the later of the Issue Date or the latest Commencement Date of the Policy; or ii) an Injury as set out and defined herein, provided that the Accident causing the Injury occurs after the later of the Issue Date or the latest Commencement Date of the Policy:

# 1. Autism

An unequivocal Diagnosis by a Registered Medical Practitioner who is a pediatric psychiatrist of a severe form of Autism Spectrum Disorder which must have continued without interruption for a period of at least six (6) months after Diagnosis where all of the following conditions are met:

- (a) The Insured is undergoing behavioral therapy, occupational therapy, speech therapy, psychological interventions, or special education at a recognized institute for autistic children; and
- (b) All of the following diagnostic criteria (based on Diagnostic and Statistical Manual of Mental Disorders (DSM-5)) are fulfilled, as certified by the Insured's treating pediatric psychiatrist:
  - A. Persistent deficits in social communication and social interaction across multiple contexts, as manifested by the following:
    - Severe deficits in verbal and nonverbal social communication skills causing severe impairments in functioning, very limited initiation of social interactions, and minimal response to social overtures from others.
  - B. Restricted, repetitive patterns of behavior, interests, or activities, as manifested by the following:
    - Inflexibility of behavior, extreme difficulty coping with change, or other restricted/repetitive behaviors that markedly interfere with functioning in all spheres.
    - Great distress/difficulty changing focus or action.
  - C. Symptoms are present in the early developmental period.
  - D. Symptoms cause clinically significant impairment in social, occupational, or other important areas of current functioning.

# 2. Dengue Haemorrhagic Fever

The severe type of dengue virus infection characterised by all of the following symptoms:

(a) high fever;

- (b) haemorrhagic phenomena;
- (c) hepatomegaly; and
- (d) circulatory failure (Dengue Shock Syndrome DSS WHO DHF grades III and IV).

The Diagnosis of Dengue Haemorrhagic Fever must be confirmed by a Registered Medical Practitioner who is a specialist in the relevant field.

Non-Haemorrhagic Dengue Fever is excluded.

# 3. Glomerulonephritis with Nephrotic Syndrome

The occurrence of Glomerulonephritis with Nephrotic Syndrome for a continuous period of at least six (6) months, where all of the following conditions are met:

- (a) ACR (albumin / creatinine ratio) recorded at a level of 250 mg/mmol or higher, or PCR (protein / creatinine ratio) recorded at a level of 300 mg/mmol or higher;
- (b) treatment regimen requires the use of steroids or other immunosuppressive drugs; and
- (c) Diagnosis and treatment are confirmed by a qualified Registered Medical Practitioner who is a specialist in the relevant field.

#### 4. Insulin Dependent Diabetes Mellitus

The occurrence of Insulin Dependent Diabetes Mellitus where all of the following conditions are met:

- (a) The Diagnosis is confirmed by a Registered Medical Practitioner who is an endocrinologist; and
- (b) The disease has persisted for at least six (6) months following such Diagnosis, during which period insulin administration on a daily basis is Medically Necessary to regulate glucose metabolism.

#### 5. Intellectual Impairment due to Sickness or Injury

An unequivocal Diagnosis by a Registered Medical Practitioner who is a pediatric psychiatrist of intellectual impairment directly resulting from a sickness or Injury and independently of any other cause(s), where all of the following conditions are met:

- (a) The Insured suffers from sub-average general intellectual functioning, mental handicap, or learning disorder, as determined by a Pediatric Neuro-psychological assessment; and the Insured's treating pediatric psychiatrist certifies that such condition is caused by the said sickness or Injury;
- (b) An IQ below 70, as established with either of the standardized IQ tests "Raven's Progressive Matrices" or "Wechsler Intelligence Scale for Children";
- (c) The Insured is age four or above at the time of Diagnosis and the condition has continued without interruption for a period of at least six consecutive months after the Diagnosis; and
- (d) There is documented proof of hospitalization of the Insured due to sickness or Injury resulting in said intellectual impairment.

For the avoidance of doubt, intellectual impairment resulting from any substance abuse is excluded.

#### 6. Kawasaki Disease with Heart Complications

The occurrence of Kawasaki Disease with Heart Complications where all of the following conditions are met:

- (a) The occurrence of any one (1) of the following conditions in one (1) or more coronary arteries:
  - (i) Persistent dilation of at least six (6) millimeters in diameter; or
  - (ii) Aneurysm formation of at least six (6) millimeters in diameter; and
- (b) Such dilation or aneurysm in the coronary arteries has persisted for at least six (6) months following initial Diagnosis of this disease by a Registered Medical Practitioner who is a pediatric cardiologist.

# 7. Osteogenesis Imperfecta – Type III

The occurrence of Osteogenesis Imperfecta – Type III where all of the following conditions are met:

- (a) The result of skin biopsy is positive for Diagnosis of Osteogenesis Imperfecta Type III;
- (b) The result of X-ray studies reveals multiple fractures of bones and progressive kyphoscoliosis;
- (c) There is evidence of growth retardation and hearing impairment as a result of the disease; and
- (d) The Diagnosis is confirmed by a Registered Medical Practitioner who is a pediatrician.

#### 8. Rheumatic Fever with Valvular Impairment

The occurrence of Rheumatic Fever with Valvular Impairment where all of the following conditions are met:

- (a) Diagnosis of acute rheumatic fever according to the revised Jones diagnostic criteria by a Registered Medical Practitioner who is a pediatrician; and
- (b) involvement of one (1) or more heart valves and at least mild valve incompetence attributable to rheumatic fever is confirmed by quantitative investigations of the valve function by a Registered Medical Practitioner who is a cardiologist.

# 9. Severe Asthma

Occurrence of an acute attack of severe asthma with persistent status asthmaticus that requires hospitalization, endotracheal intubation and mechanical ventilation for a continuous period of at least four hours, on the advice of a Registered Medical Practitioner who is a pulmonologist.

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### 10. Severe Haemophilia

Diagnosis of either: i) severe hemophilia A (VIII deficiency) or ii) hemophilia B (IX deficiency) with factor VIII or factor IX activity levels less than one percent (1%), which is confirmed by a Registered Medical Practitioner who is a hematologist.

#### 11. Still's Disease

The occurrence of Still's Disease, a form of juvenile chronic arthritis, where all of the following conditions are met: (a) There is widespread joint destruction as a result of the disease necessitating hip or knee replacement; and

(b) The Diagnosis has been confirmed by a Registered Medical Practitioner who is a rheumatologist.

### 12. Type I Juvenile Spinal Amyotrophy

Degenerative disease of the anterior horn cells in the spinal cord and motor nuclei of the brainstem characterized by profound proximal muscular weakness and wasting, primarily in the legs, followed by distal muscle involvement, where all of the following conditions are met:

- (a) the weakness and damage must result independently of all other causes;
- (b) onset of the disease directly results in the Insured's permanent inability to perform at least three (3) of the Activities of Daily Living; and
- (c) Diagnosis of Type I Juvenile Spinal Amyotrophy by a Registered Medical Practitioner who is a specialist in the relevant field, confirmed with appropriate neuromuscular testing such as Electromyogram (EMG).

#### 13. Wilson's Disease

A potentially fatal disorder of copper toxicity characterized by progressive liver disease and/or neurologic deterioration due to copper deposit, where all of the following conditions are met:

- (a) Diagnosis of Wilson's Disease by a Registered Medical Practitioner who is a specialist in the relevant field, confirmed with liver biopsy; and
- (b) treatment of the disorder with a chelating agent which is documented for at least six (6) months.

**"Special Terms"** means the special terms you have agreed for your Policy, if any, (including, but not limited to, special terms to reflect increased risks in relation to residence, nationality or health).

**"Supplementary Contract"** means the terms and conditions set out in any supplementary contract or rider to the Basic Policy in relation to benefits supplemental to your Basic Policy benefits.

"Surgery" means any of the following operative procedures:

- 1. Cerebral Aneurysm Requiring Surgery;
- 2. Coronary Artery Surgery;
- 3. Heart Valve Replacement and Repair;
- 4. Major Organ Transplant; or
- 5. Surgery to Aorta.

# "Surgery for Early Stage Critical Illness" means any of the following operative procedures:

- 1. Angioplasty or Endarterectomy for Carotid Arteries;
- 2. Biliary Tract Reconstruction Surgery;
- 3. Cardiac Pacemaker or Defibrillation Insertion under Less Severe Heart Disease;
- 4. Cerebral Shunt Insertion;
- 5. Cochlear Implant Surgery;
- 6. Laser treatment for Diabetic Retinopathy;
- 7. Endovascular Treatment for Cerebral Aneurysm;
- 8. Endovascular Treatments of Aortic Disease;
- 9. Endovascular Treatment of Peripheral Arterial Disease;
- 10. Facial Reconstructive Surgery for Injury due to Accident;
- 11. Less Invasive Treatments of Heart Valve Disease;
- 12. Liver Surgery;
- 13. Minimally Invasive Direct Coronary Artery By-pass;
- 14. Percutaneous Coronary Intervention;
- 15. Pericardectomy;
- 16. Surgery for Subdural Haematoma;
- 17. Surgical Removal of One Lung;
- 18. Surgical Removal of One Kidney; or
- 19. Surgical Removal of Pituitary Tumour.

# GENERAL INTERPRETATION AND APPLICATION

Where the context requires, words importing one (1) gender shall include the other gender, and singular terms shall include the plural and vice versa.

Headings are for convenience only and shall not affect the interpretation of this Policy. References to sections, clauses, provisions and schedules to this Policy.

Schedules to this Policy form part of this Policy.

# **BENEFIT PROVISIONS**

We will provide the following benefits, subject to the terms and conditions set out herein:

#### 1. DEATH BENEFIT

If the Insured dies before the Expiry Date while this Policy is in force, upon receipt of due proof of death in accordance with the CLAIM PROCEDURES, we shall pay the Current Sum Assured in accordance with the GENERAL PROVISIONS.

#### 2. CRITICAL ILLNESS BENEFIT

While this Policy is in force, we will provide the following benefits if the Insured: (1) is diagnosed to be suffering from a Critical Illness; or (2) undergoes a covered Surgery, subject to the terms and conditions set out hereunder, including but not limited to Clause 5(b) below:

#### (a) Lump Sum Advance Payment for Critical Illness

While this Policy is in force, in the event of the Insured's survival following a Diagnosis of Critical Illness or after undergoing any covered Surgery, except in the case of Cerebral Aneurysm Requiring Surgery, upon receipt of due proof of such Critical Illness or Surgery in accordance with the CLAIM PROCEDURES, we shall pay a Lump Sum Advance Payment equal to the percentage of the Initial Sum Assured shown in the attached SCHEDULE OF CRITICAL ILLNESS BENEFIT, less any Limited Advance Payments, subject to the limitation that, in the case of a claim for Terminal Illness or Loss of Independent Existence, the relevant illness or disability does not fulfill the definition of any other Critical Illness.

Our liability hereunder is limited to and shall cease upon payment of one (1) Lump Sum Advance Payment for Critical Illness.

#### (b) Limited Advance Payment for Critical Illness

While this Policy is in force, in the event the Insured undergoes Cerebral Aneurysm Requiring Surgery and survives following such procedure, upon receipt of due proof of the same, we shall pay a Limited Advance Payment equal to the percentage of the Initial Sum Assured shown in the attached SCHEDULE OF CRITICAL ILLNESS BENEFIT.

Our liability hereunder is limited to and shall cease upon payment of one (1) Limited Advance Payment for Cerebral Aneurysm Requiring Surgery.

# 3. EARLY STAGE CRITICAL ILLNESS BENEFIT

While this Policy is in force, in the event the Insured is diagnosed to be suffering from an Early Stage Critical Illness or undergoes a covered Surgery for Early Stage Critical Illness, and survives following such Diagnosis or procedure, upon receipt of due proof of the same, we shall pay a Limited Advance Payment equal to the percentage of the Initial Sum Assured shown in the attached SCHEDULE OF EARLY STAGE CRITICAL ILLNESS BENEFIT in respect of each such Early Stage Critical Illness diagnosed or Surgery for Early Stage Critical Illness performed, subject to:

- i) the terms and conditions set out hereunder, including but not limited to Clause 5(b) below; and
- ii) the further limitation that the aggregate of the Limited Advance Payment and any and all similar payments paid and / or payable under other policies and supplementary contracts issued by the Company and / or AIA Company Limited (whether in Hong Kong or otherwise) in respect of any illness, condition, procedure or treatment within the meaning of the relevant Early Stage Critical Illness shall not exceed any applicable per life maximum shown in the attached SCHEDULE OF EARLY STAGE CRITICAL ILLNESS BENEFIT.

Our liability hereunder is limited to and shall cease upon payment of one (1) Limited Advance Payment for each Early Stage Critical Illness diagnosed or Surgery for Early Stage Critical Illness performed, except in the case of Carcinoma-in-situ, for which up to two (2) Limited Advance Payments may be paid in respect of Carcinoma-in-situ occurring in two (2) different organs, provided that the aggregate of the two (2) Limited Advance Payments and any and all payments paid or payable under other policies and supplementary contracts issued by the Company and/or AIA Company Limited (whether in Hong Kong or otherwise) in respect of any illness or condition within the meaning of Carcinoma-in-situ shall not exceed the per life maximum for Carcinoma-in-situ shown in the attached SCHEDULE OF EARLY STAGE CRITICAL ILLNESS BENEFIT. In this regard, once Carcinoma-in-situ is diagnosed in one (1) covered organ, the relevant organ is excluded for purposes of a second claim for Carcinoma-in-situ under this benefit. For the avoidance of doubt, if the relevant organ has both a left and a right component (such as, but not limited to, the lungs or breasts), the left side and right side of the organ shall be considered one (1) and the same organ.

# 4. SEVERE CHILD DISEASE BENEFIT

While this Policy is in force, if an Insured who is below the age of eighteen (18) is diagnosed with Severe Child Disease, in the event of the Insured's survival following such Diagnosis and upon receipt of due proof of the same, we shall pay a Limited Advance Payment equal to the percentage of the Initial Sum Assured shown in the attached SCHEDULE OF SEVERE CHILD DISEASE BENEFIT, subject to:

- i) the terms and conditions set out hereunder, including but not limited to Clause 5(b) below; and
- ii) the limitation that the aggregate of this Limited Advance Payment and any and all similar payments paid and / or payable under other policies and supplementary contracts issued by the Company and / or AIA Company Limited (whether in Hong Kong or otherwise) in respect of any illness or condition within the meaning of the relevant Severe Child Disease shall not exceed the applicable per life maximum shown in the attached SCHEDULE OF SEVERE CHILD DISEASE BENEFIT. Our liability hereunder is limited to and shall cease upon payment of one (1) Limited Advance Payment for each Severe Child Disease.

#### 5. GENERAL TERMS AND CONDITIONS OF BENEFITS

- (a) The Current Sum Assured of the Basic Policy will be decreased by the amount of any Lump Sum Advance Payment under Clause 2(a) herein and any Limited Advance Payment(s) under Clauses 2(b), 3 and 4 herein.
- (b) Aggregate Limit -- The aggregate of the Lump Sum Advance Payment and any Limited Advance Payment(s) made hereunder shall not exceed the Initial Sum Assured.
- (c) The coverage under Clause 4 herein will automatically terminate on the eighteenth (18th) birthday of the Insured.
- (d) Before Reaching of Aggregate Limit, we shall reduce the premiums payable in accordance with the Current Sum Assured after any benefits paid under Clauses 2(b), 3 and 4.

NOTWITHSTANDING THE FOREGOING, IN THE EVENT THAT ANY OTHER SUPPLEMENTARY CONTRACT PROVIDING ANY FORM OF ACCELERATED OR ADVANCE PAYMENT OF THE SUM ASSURED OF THE BASIC POLICY ("ACCELERATED BENEFIT PAYMENT RIDER(S)") IS ALSO ATTACHED to the Basic Policy, the total amount of all Advance Payments for Critical Illness, Early Stage Critical Illness and Severe Child Disease made hereunder shall be the lesser of:

- (a) the Initial Sum Assured; and
- (b) the net Initial Sum Assured of the Basic Policy, after deducting any advance payment(s) made under Accelerated Benefit Payment Rider(s).

# 6. EXCLUSIONS

Except for the Death Benefit under Clause 1 above, this Basic Policy does not apply to any of the following or any event which arises from the following:

- (a) any illness other than a Diagnosis of Critical Illness, Early Stage Critical Illness or Severe Child Disease, or any surgery other than a covered Surgery or Surgery for Early Stage Critical Illness;
- (b) any illness the signs or symptoms of which, or any Surgery or Surgery for Early Stage Critical Illness the cause or triggering condition of which, first occurred prior to the Issue Date or the latest Commencement Date of the Policy (whichever is later);
- (c) any illness the signs or symptoms of which, or any Surgery or Surgery for Early Stage Critical Illness the cause or triggering condition of which, first occurred within ninety (90) days following the later of the Issue Date or the latest Commencement Date of the Policy;
- (d) Fulminant Viral Hepatitis or Cancer of the Insured, where in our opinion such disease was directly or indirectly due to AIDS or HIV Infection;
- (e) any illness or surgery caused by a self-inflicted injury; and
- (f) any illness resulting from a physical or mental condition which existed before the Issue Date or the latest Commencement Date of the Policy (whichever is later) and which was not disclosed in the application for insurance or health statement.

# **CLAIMS PROCEDURES**

#### (1) **Proof of Claim**

For any claim submission, it is required to provide the following required document with particulars sufficient to identify the Insured.

In the event of death of the Insured, claim must be submitted to our Issuing Office with the proof of claim consists of the following:

(i) this Policy document;

(ii) certified true copies of documentary proof of the date of death of the Insured;

(iii) evidence of entitlement to receive payment of the proceeds under this Policy; and

(iv) any other information which we may reasonably require to consider the claim.

In the event of Diagnosis of Critical Illness, Early Stage Critical Illness, Severe Child Disease, or the performance of Surgery or Surgery for Early Stage Critical Illness, as the case may be, claim must be submitted to our Issuing Office with written proof regarding the occurrence, the character and the degree of the relevant illness, condition, Surgery or Surgery for Early Stage Critical Illness.

We require proof of claim to our satisfaction before making any payment of the related benefit(s) under the BENEFIT PROVISIONS of the Policy.

Where a claim is based upon Fulminant Viral Hepatitis or Cancer as defined above, we shall be entitled to require the Insured to undergo a blood test, including a test for the detection of any human immunodeficiency virus, as a condition precedent to any acceptance by us of due proof of such Critical Illness.

#### (2) Filing Proof of Claim

Proof of Critical Illness, Early Stage Critical Illness or Severe Child Disease (as the case may be) must be furnished to us during the lifetime of the Insured and within six (6) months after the Diagnosis of the relevant illness or condition or performance of Surgery or Surgery for Early Stage Critical Illness, Proof of death must be furnished to us within ninety (90) days after the date of death.

Failure to submit claims within such time shall not invalidate any claim if it shall be shown not to have been reasonably possible to submit claim and that claim was submitted as soon as was reasonably possible.

# **GENERAL PROVISIONS**

# THE CONTRACT

Your Policy is a legally enforceable agreement between you and us. This Policy comes into force on the Issue Date provided you have paid the full amount of the first premium and have submitted a signed and dated application.

The plan name of the Basic Policy and the product and / or code name and form number of the Supplementary Contract (if any) are shown under the Schedule of Benefits and Premiums of the Policy Information Page.

We rely on the information you provide in your application in deciding whether or not to accept your application. We also rely on such information to decide at our sole and absolute discretion whether or not we need to apply Special Terms to your Policy. We will treat all statements made in your application (in the absence of fraud) to be representations and not warranties.

If your application omits facts or contains materially incorrect or incomplete facts, we have the right to declare the Policy void. Alternatively, we may impose Special Terms on your Policy that will apply from the date on which the cover commences.

# INCONTESTABILITY

Subject to applicable law, except for fraud or non-payment of premiums, we will not contest the validity of this Policy after it has been in force during the lifetime of the Insured for a continuous period of two (2) years from the Issue Date or Commencement Date, whichever is later.

This "Incontestability" provision does not apply to any Supplementary Contract providing accident, hospitalization or disability benefits.

# SUICIDE

If the Insured, whether sane or insane, commits suicide within one (1) year from the Issue Date or Commencement Date, whichever is later, our liability under the Policy will be limited to the refund of premiums paid (without interest) for this Policy.

# SMOKING HABIT

This Basic Policy is issued or reinstated on the basis of the Insured's declared smoking habits. If the Insured is a smoker as at the date of the application form for the Basic Policy or as at the date of the appropriate form for reinstatement of the Basic Policy but you and / or the Insured do not disclose the same to us in the relevant form, this Basic Policy shall be voidable by the Company notwithstanding any other provision of the Policy (including, but not limited to, any incontestability clause in this Policy).

#### MISSTATEMENT OF AGE AND / OR SEX

If the Insured's age or sex was misstated in your application, the amount payable by us under your Policy will be adjusted at the time we make any payment under the Policy.

Where a higher premium would have applied on the basis of the correct age and sex, we will adjust the benefit payable based on what the premiums paid would have provided at the Insured's correct age and sex.

Where a lower premium would have applied on the basis of the correct age and sex, we will refund any surplus premium paid without interest.

Where the Insured would not have satisfied our insurability requirements on the basis of the correct age and sex, we have the right to declare the Policy or the Supplementary Contract void (as the case may be) and our liability under the Policy or the Supplementary Contract (as the case may be) will be limited to return of premiums paid (without interest).

We have the right to require proof of the Insured's age to our satisfaction at the time of processing any claim or payment of any benefit under your Policy.

# FREEDOM FROM RESTRICTION

Unless otherwise specified, this Policy contains no restrictions with respect to the Insured's residence, travel or occupation.

# MODIFICATIONS

No variation to the Policy (or any waiver of any term or condition of the Policy) will be binding unless evidenced by an endorsement signed by our duly authorised officer.

# CURRENCY AND PLACE OF PAYMENT

All amounts payable under this Policy either to or by us shall be made in the currency shown on the Policy Information Page provided that we shall have the absolute discretion to accept payment in another currency. All amounts due from us will be payable by our Issuing Office.

# **OWNERSHIP PROVISIONS**

#### Owner

The Owner is the only person entitled to exercise any right or privilege provided under the Policy.

#### Change of Ownership

While this Policy is in force, you may, without the consent of any Beneficiary or trustee, change ownership of this Policy by filing a written notice on the Company's prescribed form. Any change of ownership of this Policy shall be conditional upon the satisfaction of customer due diligence and other applicable requirements under Anti-Money Laundering and Counter-Terrorist Financing Ordinance and other applicable guidelines, and any such change will not be effective until such change is evidenced by an endorsement issued by us. We are not responsible for any written notice of a change of ownership received by us pending issue of an endorsement.

If and when the Owner dies:

- (a) If the Insured is eighteen (18) years old or above and no Contingent Owner is named, the Insured will become the Owner of this Policy.
- (b) If the Insured is eighteen (18) years old or above and a Contingent Owner is named, the Insured will become the Owner of this Policy.
- (c) If the Insured is less than eighteen (18) years old and a Contingent Owner is named, the Contingent Owner will become the Owner of this Policy.
- (d) If the Insured is less than eighteen (18) years old and no Contingent Owner is named, the successor to the Owner's estate will become the Owner of this Policy.

# PAYMENT OF BENEFITS

During the lifetime of the Insured, all benefits payable under the Policy will be paid to the Owner if the Owner is alive, otherwise to the Owner's estate.

If the Insured dies, unless otherwise provided under applicable law, any death benefit payable under the Policy will be paid to the Beneficiary. If no Beneficiary survives the Insured, the death benefit and all other benefits, if any, will be paid to the Owner if the Owner is alive, otherwise to the Owner's estate.

Payment of the death benefit and all other benefits payable under this Policy (or Supplementary Contracts) to the above person(s) in the manner pursuant to this clause shall be deemed a good and full discharge of the Company's obligations under this Policy (or Supplementary Contracts).

# CHANGE OF BENEFICIARY

While your Policy is in force and to the extent permitted by law, you may change the designated Beneficiary by sending a written notice to us on our Company's prescribed form unless the previous designation specifies otherwise. A change of Beneficiary will not be valid unless:

- (a) such change has been confirmed by our Issuing Office in writing;
- (b) both you and the Insured are alive at the date of such confirmation; and
- (c) such change is evidenced by an endorsement issued by us.

We are not responsible for any written notice of a change of Beneficiary received by us pending issue of an endorsement.

# ASSIGNMENT

Subject to the satisfaction of customer due diligence and other applicable requirements under Anti-Money Laundering and Counter-Terrorist Financing Ordinance and other applicable guidelines, you may assign your rights to the benefits under this Policy by filing a written notice on the Company's prescribed form or such other form of written notification as agreed by us. We shall not be deemed to have any knowledge of any assignment unless we have acknowledged in writing receipt of the notice of assignment. We are not responsible for the validity or legality of any assignment of this Policy by the Owner.

#### RENEWAL

While this Policy is kept in force it may be renewed without further evidence of insurability on the Expiry Date and any subsequent Expiry Dates before the Policy Anniversary following the Insured's eightieth (80<sup>th</sup>) birthday by advance payment of appropriate annual premiums. The premium charged shall be determined in accordance with the Company's applicable premium rate for the attained age of the Insured at the time of such renewal. The term of any such renewal will be the original term of this Policy or, if shorter, the number of years to the Policy Anniversary immediately following the Insured's eightieth (80<sup>th</sup>) birthday.

# CONVERSION

While this Policy is in force but not later than the Policy Anniversary immediately following the Insured's seventieth (70<sup>th</sup>) birthday, it may be surrendered to the Company in exchange for a new whole life policy or a new whole life policy with supplementary critical illness contract attached (subject to the choices of products then made available by the Company for the purpose of this provision and Company's prevailing rules and regulations) without further evidence of insurability for an amount not exceeding the Current Sum Assured of the Basic Policy. Such new policy shall be dated as of the date of surrender. The premium charged on the new policy shall be determined in accordance with the Company's applicable premium rates then in effect for the Insured's age on the date of surrender. If this Policy is issued with an extra premium, an extra premium computed on a consistent basis shall be charged on the new policy.

# NO THIRD PARTY RIGHTS

A person who is not a party to this Policy (including but not limited to the Insured or the Beneficiary) has no right to enforce any of the terms of this Policy.

# TERMINATION

This Policy shall automatically terminate on the occurrence of the earliest of the following:

- (a) the death of the Insured;
- (b) the Policy Anniversary immediately following the Insured's eightieth (80<sup>th</sup>) birthday;
- (c) Reaching of Aggregate Limit of the Policy (only if no Supplementary Contract is attached to the Basic Policy);
- (d) when the Basic Policy is converted to another whole life insurance policy; or
- (e) the lapse of the Policy following the expiry of the Grace Period.

On termination of your Policy, all benefits under all Supplementary Contracts (if any) will also terminate.

Termination of your Policy will not affect any claim arising prior to such termination unless otherwise stated.

# GOVERNING LAW AND JURISDICTION

This Policy is governed by and shall be construed in accordance with the laws of such place where this Policy is issued (being Hong Kong or Macau, as the case may be). The courts of such place shall have non-exclusive jurisdiction to consider and determine any dispute or proceedings arising out of or in connection with this Policy.

# **PREMIUM PROVISIONS**

# PAYMENT

While the Insured is living, all premiums are payable to us on or before their due dates until the Expiry Date, being the Policy Anniversary immediately following the Insured's eightieth (80<sup>th</sup>) birthday. Payment shall be made to us either at our Issuing Office or to our authorized officer or cashier. The Company shall have the right to review the premium for this Basic Policy from time to time and adjust it accordingly upon renewal if necessary. Any premium(s) paid to us but not yet due ("Prepaid Premium") and / or any payment in excess of premium(s) currently due and payable ("Overpayment") shall, subject to any maximum amount as determined by us from time to time, accumulate interest at such interest rates as we may determine from time to time. We reserve the right to reject any Prepaid Premium and / or Overpayment paid to us in excess of such maximum amount. You may withdraw the Prepaid Premium or Overpayment and / or any interest thereon in accordance with our procedures. The balance of any Prepaid Premium, Overpayment and / or interest thereon that is not withdrawn shall be automatically used to offset any premium due and payable which is not paid within the Grace Period.

# CHANGE

You may change the frequency of premium payments by written request. Subject to our minimum premium requirements, premiums may be paid on a premium payment mode as available from time to time.

# DEFAULT

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

# **GRACE PERIOD**

A grace period of thirty-one (31) days from the due date ("Grace Period") will be allowed for payment of each subsequent premium. The Policy will remain in force during this period. If any premium remains unpaid at the end of its Grace Period, the Policy shall lapse and have no further value.

# **DEDUCTION OF PREMIUM AT DEATH**

If the Insured dies, any balance of the premium due for the full year in which death occurs shall be deducted from the proceeds payable under the Policy.

# REINSTATEMENT

If your Policy lapses following the non-payment of premium within the Grace Period, you may request for your Policy to be reinstated within five (5) years from the due date of the premium in default provided all of the following conditions are met:

- (a) your request is submitted in writing on the Company's prescribed form to our Issuing Office;
- (b) evidence to our satisfaction of insurability (including, but not limited to, evidence of the Insured's health status), is submitted to us;
- (c) the amount of overdue premium as we may determine is paid to us with interest;
- (d) you have not surrendered the Policy; and
- (e) all due and overdue levy on insurance premium (if any) as prescribed by the applicable laws are paid.

We may refuse your application for reinstatement at our sole discretion and without being required to give any reason for our decision.

Upon reinstatement, the Policy will be in force from the date of reinstatement. Interest on premiums will be compounded to the date of reinstatement at an annual rate determined by us.

No cover is provided under this Policy during the period starting from the date on which the Policy lapses and ending on the date of reinstatement.

# **GRANDFATHERED CRITICAL ILLNESS CLAUSE**

- 1. Subject to the terms and conditions of this Policy, this GRANDFATHERED CRITICAL ILLNESS CLAUSE shall apply and the Critical Illness Benefit under this Policy shall be payable in respect of a "Critical Illness" (the definition of which has been expanded hereunder to include "Grandfathered Critical Illness") where the Insured is insured under any other policy or supplementary contract providing coverage for Critical Illness or Cancer (as the case may be), which was issued by the Company and / or AIA Company Limited (whether in Hong Kong or Macau) before December 31, 2011 and which does not contain any GRANDFATHERED CRITICAL ILLNESS CLAUSE ("Old Critical Illness Plan"), with the exception of the following:
  - (i) Cancer Aid Program
  - (ii) Supplementary AIA Female Health Contract (Form No. 3000B)
  - (iii) Supplementary Female Cancer Contract (Form No. 1990B)
  - (iv) Supplementary Female Cancer Contract (Form No. 1904B)
  - (v) Ladies Special Cancer Rider Supplementary Contract (Form No. 1904B)

For the avoidance of any doubt, this GRANDFATHERED CRITICAL ILLNESS CLAUSE does not apply in respect of any condition, procedure or treatment within the meaning of "Early Stage Critical Illness" or "Severe Child Disease".

2. For purposes of this GRANDFATHERED CRITICAL ILLNESS CLAUSE, the definition of "Critical Illness" in the Policy is amended by replacing the first paragraph thereof with the following:

### "Critical Illness" means either:

- (a) an illness or Surgery as set out and defined herein, but not including an Early Stage Critical Illness as defined herein, provided that the signs or symptoms of the illness or the cause of (or otherwise the condition that results in) the Surgery first occurred more than ninety (90) days following the later of the Issue Date or last Commencement Date of the Policy; or
- (b) an illness or Surgery which is not within the meaning of the related definition as set out herein, but which fulfils the condition(s) and / or diagnostic requirement(s) for the same illness or Surgery under the definition of Critical Illness or Cancer (as the case may be) under an Old Critical Illness Plan, provided that i) coverage under the Old Critical Illness Plan for Critical Illness or Cancer (as the case may be) under an Old Critical Illness Plan, provided that i) coverage under the Old Critical Illness Plan for Critical Illness or Cancer (as the case may be) has not been exhausted and remains in force at the time of Diagnosis of such illness or performance of such Surgery under this Policy; ii) benefits have been received or paid, or will be received or paid, in respect of the relevant illness or Surgery under the Old Critical Illness Plan; and iii) the signs or symptoms of the relevant illness or the cause of (or condition resulting in) Surgery first occur more than ninety (90) days following the later of the Issue Date or last Commencement Date of this Policy ("Grandfathered Critical Illness").
- 3. For the avoidance of doubt, the GRANDFATHERED CRITICAL ILLNESS CLAUSE shall be subject, not to the terms and conditions set out in the Old Critical Illness Plan, but to the terms and conditions applicable to this Policy, including but not limited to:
  - (i) "Incontestability" clause;
  - (ii) "Suicide" clause;
  - (iii) the coverage age limit as set out in the definition of "Loss of Independent Existence" (if applicable); and
  - (iv) the exclusions as set out in the Exclusion Endorsement and the "Exclusions" provisions in the Policy.
- 4. The GRANDFATHERED CRITICAL ILLNESS CLAUSE herein is subject to the limitation that the aggregate of the benefit payments paid and / or payable in respect of:
  - (i) a Grandfathered Critical Illness under this Policy;
  - (ii) any and all Grandfathered Critical Illnesses under any and all other policies and supplementary contracts issued by the Company and / or AIA Company Limited (whether in Hong Kong or Macau) insuring the same life and which are stated to be subject to the Grandfathered Critical Illness limit herein;
  - (iii) any and all Critical Illnesses on which the Grandfathered Critical Illness(es) is based, under any and all Old Critical Illness Plan(s) providing a Critical Illness benefit or payment for Critical Illness; and
  - (iv) any Cancer on which the Grandfathered Critical Illness(es) is based, under any and all Old Critical Illness Plan(s) providing a Cancer benefit or payment for Cancer;

shall not exceed a per life maximum of US\$650,000 or HK\$/MOP5,200,000, depending on the currency as stated on the Policy Information Page.

Notwithstanding Clause 2(a) of the BENEFIT PROVISIONS, where the Lump Sum Advance Payment paid in respect 5. of a Grandfathered Critical Illness ("First Lump Sum Payment"), is less than the amount of coverage corresponding to the percentage of the Initial Sum Assured for Lump Sum Advance Payment for Critical Illness shown in the attached SCHEDULE OF CRITICAL ILLNESS BENEFIT ("Lump Sum Advance Payment Coverage") after deducting any and all Limited Advance Payments previously paid, due to application of the per life limit set out in Clause 4 of the GRANDFATHERED CRITICAL ILLNESS CLAUSE herein, our liability under Clause 2(a) of the BENEFIT PROVISIONS shall not terminate following payment of the First Lump Sum Payment, and the remaining balance of the Lump Sum Advance Payment Coverage (after deducting the First Lump Sum Payment) shall be applied towards any amount(s) which subsequently become payable under Clauses 2(a), 2(b), 3 and/ or 4 of the BENEFIT PROVISIONS herein in respect of any subsequent illness which is not a Grandfathered Critical Illness, which amount(s) shall be further deducted from the remaining balance of the Lump Sum Advance Payment Coverage. In such case, any Limited Advance Payment(s) payable under Clauses 2(b), 3 and/ or 4 of the BENEFIT PROVISIONS shall be calculated as the relevant percentage of the remaining balance of the Lump Sum Advance Payment Coverage (after deducting the First Lump Sum Payment), instead of as a percentage of the Initial Sum Assured, subject to any applicable per life maximum(s).

Our liability under this Clause shall cease upon Reaching of Aggregate Limit.

# SCHEDULE OF CRITICAL ILLNESS BENEFIT

The schedule below sets out the Critical Illness Benefit:

	Benefit Amount
Lump Sum Advance Payment for Critical Illness	100% of Initial Sum Assured
Limited Advance Payment for Critical Illness • Cerebral Aneurysm Requiring Surgery	50% of Initial Sum Assured

# SCHEDULE OF EARLY STAGE CRITICAL ILLNESS BENEFIT

The schedule below sets out the Early Stage Critical Illness Benefit:

	<b>Per Life Maximum</b> Depending on the currency as stated on the Policy Information Page	Benefit Amount
• Limited Advance Payment for Early Stage Critical Illness, not otherwise stated below	Not applicable	20% of Initial Sum Assured
• Carcinoma-in-situ	US\$50,000 or HK\$/MOP400,000	20% of Initial Sum Assured
• Diabetic Retinopathy	US\$50,000 or HK\$/MOP400,000	20% of Initial Sum Assured
• Early Stage Malignancy	US\$50,000 or HK\$/MOP400,000	20% of Initial Sum Assured
• Endovascular Treatment of Peripheral Arterial Disease	US\$50,000 or HK\$/MOP400,000	20% of Initial Sum Assured
Minimally Invasive Direct Coronary Artery By-pass	US\$50,000 or HK\$/MOP400,000	20% of Initial Sum Assured
Osteoporosis with Fractures	US\$50,000 or HK\$/MOP400,000	10% of Initial Sum Assured
Percutaneous Coronary     Intervention	US\$50,000 or HK\$/MOP400,000	20% of Initial Sum Assured
• Severe Central or Mixed Sleep Apnea	US\$50,000 or HK\$/MOP400,000	20% of Initial Sum Assured
Severe Obstructive Sleep Apnea	US\$50,000 or HK\$/MOP400,000	20% of Initial Sum Assured
Severe Psychiatric Illness	US\$50,000 or HK\$/MOP400,000	20% of Initial Sum Assured

# SCHEDULE OF SEVERE CHILD DISEASE BENEFIT

The schedule below sets out the Severe Child Disease Benefit:

	Per Life Maximum	
	Depending on the currency as stated on the Policy Information Page	Benefit Amount
• Autism	US\$50,000 or HK\$/MOP400,000	20% of Initial Sum Assured
• Dengue Haemorrhagic Fever	US\$50,000 or HK\$/MOP400,000	20% of Initial Sum Assured
Glomerulonephritis with     Nephrotic Syndrome	US\$50,000 or HK\$/MOP400,000	20% of Initial Sum Assured
<ul> <li>Insulin Dependent Diabetes Mellitus</li> </ul>	US\$50,000 or HK\$/MOP400,000	20% of Initial Sum Assured
• Intellectual Impairment due to Sickness or Injury	US\$50,000 or HK\$/MOP400,000	20% of Initial Sum Assured
Kawasaki Disease with Heart Complications	US\$50,000 or HK\$/MOP400,000	20% of Initial Sum Assured
<ul> <li>Osteogenesis Imperfecta</li> <li>– Type III</li> </ul>	US\$50,000 or HK\$/MOP400,000	20% of Initial Sum Assured
Rheumatic Fever with Valvular Impairment	US\$50,000 or HK\$/MOP400,000	20% of Initial Sum Assured
Severe Asthma	US\$50,000 or HK\$/MOP400,000	20% of Initial Sum Assured
Severe Haemophilia	US\$50,000 or HK\$/MOP400,000	20% of Initial Sum Assured
Still's Disease	US\$50,000 or HK\$/MOP400,000	20% of Initial Sum Assured
Type I Juvenile Spinal Amyotrophy	US\$50,000 or HK\$/MOP400,000	20% of Initial Sum Assured
Wilson's Disease	US\$50,000 or HK\$/MOP400,000	20% of Initial Sum Assured