

Insurance Policy



CANsurance Cancer Protection Plan

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1 Definitions

Any word or phrase appearing in Capitalised Bold within this Contract has the following meanings:

Active Treatment refers to Medically Necessary treatment for a Covered Cancer and any complications of that Covered Cancer. It includes Radiotherapy, Chemotherapy, Target Therapy, Cancer Hormonal Therapy and surgery for the Covered Cancer. Active Treatment does not include Palliative Treatment.

Anaesthetist, Physician, Surgeon or Specialist refers to a person who is licensed and registered under the Medical Registration Ordinance and/or registered in the Specialist Register of the Medical Council of Hong Kong to practice western medical and surgical services, or is otherwise legally authorized to practice such services in the region of his or her practice. An Anaesthetist, Physician, Surgeon or Specialist cannot be an Interested Party unless We pre-approve in writing. An Anaesthetist cannot be an attending Physician or Surgeon operating on the Insured.

Chiropractor, Clinical Psychologist, Dietician, Occupational Therapist, Physiotherapist, Psychiatrist, Qualified Nurse or Speech Therapist is a person who is legally recognized to perform services in the specialist area of their titled profession by the relevant government-recognised registration body in Hong Kong, or the region in which he or she operates. This person cannot be an Interested Party unless We pre-approve in writing.

Cancer is a malignant tumour characterized by uncontrolled growth of malignant cells and the invasion of tissue. **Cancer** includes leukaemia (other than chronic lymphocytic leukaemia of RAI stage 0) but does not include non-invasive cancers in situ or any non-melanoma skin cancer of AJCC stage I or below. A diagnosis of **Cancer** must be supported by histopathological, cytopathological patterns, radiological tests, blood tests and other laboratory tests results.

Cancer Hormonal Therapy refers to cancer treatment that adds, blocks, or removes hormones to slow or stop the growth of the cancer.

Carcinoma-in-situ is focal autonomous new growth of carcinomatous cells which have not yet infiltrated normal tissue beyond the epithelial basement membrane. For **Carcinoma-in-situ** of cervix uteri, it must be at a grading of CIN III. A diagnosis of **Carcinoma-in-situ** must be supported by a histopathological biopsy report.

Chemotherapy refers to administration of cytotoxic antineoplastic drugs (also known as chemotherapeutic agents) to treat, prevent recurrence and/or maintain remission of **Cancer.** The **Chemotherapy** must be administered under the supervision of a **Specialist**.

Chinese Medicine Practitioner is a person registered under the Chinese Medicine Ordinance of Hong Kong as an herbalist or an acupuncturist or registered with the local medical authorities at the place of treatment if the treatment is received outside Hong Kong. A Chinese Medicine Practitioner cannot be an Interested Party unless We pre-approve in writing.

Commencement Date refers to the date the first premium is due and is the date used for calculating the **Insured's** age at the start of this **Policy**, as shown on the **Policy Schedule**.

Covered Cancer refers to the **First Symptoms** that occur no earlier than 90 days after the **Policy Date**, and are subsequently confirmed by a **Specialist** as meeting the definition of **Cancer** or **Carcinoma-in-situ**. **We** will not accept a diagnosis based on history, physical, clinical, cytological or radiological findings only.

Diagnostic Test refers to laboratory tests, radiological tests, fine needle aspiration cytology (FNAC), histopathology or cytology biopsies, and any other medical investigations (including genetic testing

to assist identifying appropriate **Chemotherapy** drugs) that are **Medically Necessary** to establish a positive diagnosis of a **Covered Cancer**.

Endorsement is an additional document attached to this **Policy** that outlines any adjustments that **We** may make to this **Policy**.

Expiry Date is the **Policy Anniversary** immediately following the **Insured's** 99th birthday.

Family Member is a person's spouse, children, parents, parents-in-law, brothers or sisters, grandparents, grandchildren, other relatives or legal guardian.

First Confirmed Diagnosis refers to the date that the first biological specimens or any other information used to conduct a **Diagnostic Test** are taken from the **Insured** and the **Covered Cancer** diagnosis subsequently made by a **Specialist** and is confirmed by histopathological, cytopathological patterns, radiological tests, blood tests and other laboratory tests results.

First Symptoms refers to the first time that the **Insured** experiences a physical symptom that would cause a reasonable and prudent person to seek medical advice, diagnosis or treatment, or where a medical examination or investigation shows the likely presence of a medical condition.

Hong Kong refers to the Hong Kong Special Administrative Region.

Hospital refers to a medical facility that meets all of the following requirements:

- 1. is licensed as a hospital under the laws of the country where it operates;
- 2. is supervised by **Physicians** and provides 24-hour care by **Qualified Nurses**;
- is operated mainly to diagnose and treat injuries or illnesses on an In-Patient basis;
- 4. has diagnostics and major surgery facilities; and
- 5. is not primarily a clinic, nursing facility, nursing home, convalescence home, psychiatric facility, drug and alcohol rehabilitation facility, preventative medicine facility, homeopathic facility or hospice care.

Hospitalised and Hospitalisation is the period when the Insured stays in a Hospital as an In-Patient for Medically Necessary treatment of a Covered Cancer. The Hospital stay must be for at least 6 continuous hours or, if this does not happen, the Hospital must charge for room and board. The Insured cannot leave the Hospital before he or she is discharged. Hospitalisation ends when the Hospital issues its final accounts in preparation for the Insured to formally leave, or be discharged from, the Hospital.

In-Patient is when the **Insured** is admitted to a **Hospital** on the written recommendation of a **Physician** or **Specialist** to receive **Medically Necessary** treatment that cannot be provided safely outside the **Hospital** premises.

Insured is the person insured by this Policy and shown on the Policy Schedule as the "Insured".

Intensive Care Unit is the unit in a **Hospital** that has one-to-one nursing care, where patients undergo specialized resuscitation, monitoring and treatment procedures. The unit must be staffed 24 hours a day with highly trained nurses, technicians and doctors, and be equipped with lifesaving medical equipment to continuously assess vital body functions.

Lifetime Cancer Limit is the amount shown on the **Policy Schedule** or an **Endorsement** as the "Lifetime Cancer Limit". It is the maximum total amount per **Insured** that **We** will pay under Clause 5A (Cancer Benefits). If the **Insured** is insured under multiple CANsurance Cancer Protection Plan policies, the **Lifetime Cancer Limit** will apply across all of these policies, even those policies that have terminated.

Interested Party refers to **You** or the **Insured** (if different people) and their insurance agent or representative, **Family Member**, business partner, employer or employee.

Medically Necessary is a medical recommendation by **Physician**, **Surgeon** or **Specialist** as part of his/her diagnosis and/or treatment of a **Covered Cancer**. The medical recommendation must meet each of the following criteria:

- The Insured's medical condition will be adversely affected if the medical recommendation is not followed;
- The recommendation is widely accepted within the medical profession in Hong Kong or the
 country of treatment as being effective, appropriate and essential to diagnose, relieve or
 cure the Insured's Covered Cancer based on recognised western medical standards of the
 specialty involved;
- 3. The recommended medical management and/or treatment is not experimental in nature;
- 4. The recommended diagnosis and/or treatment is not preventative, investigational or screening in nature, is not opted or selected by the **Insured** alone, nor is for the personal convenience or comfort of the **Insured** or any medical service provider. This precludes:
 - general check-up unrelated to a Covered Cancer;
 - preventative screening or checkups looking for the presence of **Covered Cancer** where there are no symptoms or history of **Covered Cancer**;
 - vaccinations for the prevention of a Covered Cancer;
 - convalescence, custodial or rest care unrelated to the **Covered Cancer**;
 - cosmetic surgery for aesthetic purposes.

Out-Patient is when the **Insured** receives **Medically Necessary** treatment for **Covered Cancer** in the office or clinic of a **Physician** or **Surgeon** or in the out-patient department or emergency treatment room of a **Hospital**.

Palliative Treatment is specialized medical care that seeks to improve quality of life by providing relief from the symptoms and side effects of a **Covered Cancer** and its complications, without aiming to cure the disease.

Per Covered Cancer Limit is the amount shown on the **Policy Schedule** or an **Endorsement** as the "Per Covered Cancer Limit." It is the maximum total amount for any single **Covered Cancer** that **We** will pay under Clause 5A (Cancer Benefits). If the **Insured** is insured under multiple CANsurance Cancer Protection Plan policies, the **Per Covered Cancer Limit** will apply across all of these policies, even those policies that have terminated.

Policy Anniversary is the same date each year as the **Commencement Date**.

Policy Date is the date when coverage under this **Policy** begins as shown in the **Policy Schedule**, or the date that **We** reinstate the coverage of this **Policy** under Clause 3.4, whichever is later.

Policy Schedule is the document attached to this **Policy** which shows important information about this **Policy**, including the policy number, premium payable and benefits of this **Policy**.

Policy Year is each 12 month period from the **Commencement Date**.

Previous Covered Cancer is the last Covered Cancer for which We paid a benefit under this Policy.

Radiotherapy is the use of high-energy ionizing radiation carried out under the direct supervision and control of **Specialist**, as part of treatment to prevent, control or destroy malignant **Cancer** cells.

Reasonable and Customary refers to a fee or expense which:

- 1. is actually charged for **Medically Necessary** treatment, supplies or medical services;
- 2. does not exceed the usual or reasonable average level of charges for similar treatment, supplies or medical services in the location where the expense is incurred;
- 3. does not include charges that would not have been made if no insurance existed.

We may adjust benefit(s) payable under this **Policy** for fees or expenses that **We** judge not to be **Reasonable and Customary** after comparing with fee schedules used by the government, relevant authorities or recognized medical association in the location where the fee or expense is incurred.

Standard Semi-Private Room refers to a single or double occupancy room in a **Hospital**, with a shared bath or shower room.

Standard Private Room refers to a standard single occupancy room with an adjoining bathroom for the **Insured's** use during his or her **Hospitalisation**, but does not include any **Hospital** room that has its own kitchen, dining or sitting room.

Standard Ward Room refers to a room type in a Hospital that is of a quality below a Standard Semi-Private Room

Target Therapy refers to cancer treatment that uses drugs or other substances to identify and attack cancer cells with little or no harm to normal cells to stop the growth, division and progression of cancer cells by interfering with specific molecules inside these cells.

We, Us and Our refers to FWD Life Insurance Company (Bermuda) Limited, the issuer of this Policy.

Working Holiday is a journey outside **Hong Kong** under a working holiday visa issued by an overseas country pursuant to the Working Holiday Scheme between **Hong Kong** and that country.

You, Your or Policy Owner is the person who owns this Policy as shown on the Policy Schedule or any Endorsement.

2 General Provisions

2.1 The Policy

This **Policy** is governed by the laws of **Hong Kong** and is proof of an insurance contract between **You** and **Us**. The contract is made up of this contract document, the **Policy Schedule**, application form and any **Endorsements**.

We issued this **Policy** after receiving **Your** payment of the premium shown in the **Policy Schedule**, and considering the information provided by **You** and the **Insured** (if different people) during the application process. This information provided is considered representations and not warranties.

2.2 Cooling-off Period

This **Policy** has a 21-day cooling-off period, during which **You** have the option to cancel this **Policy** and receive a refund of all paid premiums, without interest. This option is not available if a claim is made during the cooling-off period.

Your notice to cancel the **Policy** must be signed and received by **Us** within 21 days of the delivery of this **Policy** according to the relevant industry guideline.

2.3 Alterations and Company Notices

Please note that only alterations made to this **Policy** in an **Endorsement** issued by **Us** are valid. Neither **Our** agents nor any other persons are authorized to issue an **Endorsement** or waive any provisions of this **Policy**.

We will send any written notices to **Your** latest address as shown on **Our** records. **We** will consider any such notice to have been successfully received 48 hours after **We** post it.

2.4 Policy Owner

As the **Policy Owner, You** are the only person who can request changes to, and exercise the rights related to this **Policy** while this **Policy** is in force.

If **You** hold this **Policy** on trust for a beneficiary by virtue of an express trust, **We** will consider any rights or options exercised by **You** in relation to this **Policy** as being made with the consent of, and for the sole benefit of, that beneficiary. **We** will not contact the beneficiary to confirm their consent.

You are entitled to any proceeds of this **Policy** that do not result from the death of the **Insured**. If **You** die, the proceeds will be paid to the appointed Executors or Administrators of **Your** estate. If **You** are also the **Insured**, the proceeds will instead be paid to the **Beneficiary**.

2.5 **Beneficiary**

A **Beneficiary** someone **You** nominate to receive the proceeds of this **Policy** if the **Insured** dies. **You** can nominate multiple **Beneficiaries** as well as each **Beneficiary's** share of any proceeds.

During the **Insured's** lifetime, the **Beneficiary** cannot request any changes to, claim benefits from, or exercise any rights in relation to this **Policy**.

If no **Beneficiaries** are nominated, or if all of the **Beneficiaries** die before the **Insured**, **We** will pay the proceeds to **You**, or the Executors or Administrators of **Your** Estate (if **You** die).

If a **Beneficiary** dies before the **Insured**, and **You** do not provide an update to **Your Beneficiary** nomination, his or her share of the **Policy** benefits will be redistributed to any surviving **Beneficiaries** in proportion to their nominated share (or equally if no nomination has been made).

If both the **Insured** and a **Beneficiary** die in the same incident and the official time of death is the same, any **Policy** proceeds will be paid as if the elder of the two people had died first.

2.6 Change of Policy Owner or Beneficiary

You may change the owner or **Beneficiary** of this **Policy** while it is in force by submitting a written request to **Us**. **We** will register the change in **Our** records when **We** determine that all relevant information has been received, from which time the change will be effective (irrespective of whether the **Insured** is alive on that date).

2.7 Change of Place of Residence or Occupation

You must immediately inform Us if the Insured's occupation or country of residence changes.

If **We** consider the new occupation or country of residence to be subject to a higher premium rate, based on **Our** underwriting rules, **We** may increase the premium and collect any premium shortfall with interest.

If the new occupation or country of residence is unable to be insured based on **Our** underwriting rules, **We** may terminate this **Policy** or refuse **Policy** benefits that become payable after the change.

2.8 Assignment

You cannot assign this **Policy** or its benefits to any person or organisation.

2.9 Basis for Offering this Policy

We have used the information provided by You and Insured (if different people) during the application process to determine whether to offer this Policy. If the Insured's age or gender shown in the Policy Schedule is incorrect, We have the right to:

- 1. Require **You** to pay **Us** any difference in premiums, with interest, if the premiums paid up until the mistake was discovered are lower than what should have been paid based on the **Insured's** correct age or gender; or
- 2. Refund any difference in premiums, without interest, if the premiums paid up until the mistake was discovered are higher than what should have been paid based on the **Insured's** correct age or gender.

We may cancel this **Policy** and treat it as having never existed if any information provided by **You** and **Insured** during the application process is incorrect and if, based on the correct information, **We** would not have offered this **Policy**. In this situation, **We** will refund any premium paid without interest after deducting any benefits that **We** have paid. **We** will send written notification of the cancellation to **Your** address in **Our** records.

2.10 Suicide

If the **Insured** commits suicide (whether sane or insane at that time) within 13 calendar months from the **Policy Date**, **We** will refund all premiums that **We** have received without interest, less any **Policy** benefits that **We** have paid and any amounts owed to **Us**.

2.11 Payment Currency

All amounts that **We** or **You** are required to pay in relation to this **Policy** are payable in **Hong Kong** Dollars, unless **We** nominate a different currency in the **Policy Schedule** or any **Endorsement**.

We will convert any amounts payable into **Hong Kong** Dollars at a reasonable foreign currency exchange rate that **We** choose. **We** are not legally responsible for any exchange rate-related losses incurred.

2.12 Language in this Policy

The provisions of this English version of this **Policy** will prevail if there are any contradictions or conflicts with any other product materials produced by **Us** (including Chinese translations of this **Policy**). Singular nouns such as **Beneficiary** are considered to also include the plural.

2.13 Non-Participating

This **Policy** does not participate in the divisible surplus of **Our** life insurance funds.

2.14 Contracts (Rights of Third Parties) Ordinance

Any person who is not a party to this **Policy** has no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of **Hong Kong**) to enforce any of its terms.

2.15 Obligation to Provide Information

We and **Our** affiliates must comply with legal and regulatory obligations under various jurisdictions when offering this **Policy**, such as from the **Hong Kong** Inland Revenue Department (notably in relation to non-excluded "financial accounts") and United States Foreign Account Tax Compliance Act.

These obligations include verifying the identity of **You** and any **Beneficiary**, and providing the relevant authorities with any requested information, as well as:

- identifying accounts as non-excluded "financial accounts" (NEFAs);
- 2. identifying the jurisdiction(s) in which NEFA-holding individuals and NEFA-holding entities reside for tax purposes;
- 3. determining the status of NEFA-holding entities as "passive NEFs" and identifying the jurisdiction(s) in which their controlling persons reside for tax purposes; and
- 4. collecting information on NEFAs which is required by the authorities.

We have the right to request information from You to fulfil these obligations. If You do not provide this information or if You do not notify Us in writing within 30 days if any relevant information relating to Our legal and regulatory obligations under this clause that has already been given to Us has changed, We have the right to:

- 1. notify the relevant authorities;
- 2. cancel this **Policy** and refund any premium paid without interest after deducting any benefits that **We** have paid;
- 3. forcibly surrender this **Policy** and return the **Policy's** surrender value to **You**; and/or
- 4. take any other reasonable action in terms of adjusting this **Policy**, including altering values, balances, benefits, and/or entitlements.

While any information under this clause is outstanding, **We** may defer or suspend any transaction, provision of service or payment of benefit. **Our** rights under this clause will apply irrespective of any other clause in this **Policy**.

3 Premiums and Reinstatement Provisions

3.1 Payment of Premiums

The first premium is due on the **Commencement Date**. If this is not paid within 30 days of the **Policy Date**, this **Policy** will be automatically cancelled and considered as having never existed. In this situation, **We** will not be legally obliged to pay any benefits from this **Policy**.

Subsequent premiums must be paid until the date shown in the **Policy Schedule**. Premiums must be paid at a frequency **We** agree with **You**.

We provide a 30-day grace period from the due date of each subsequent premium. If **We** still do not receive a premium within the 30-day grace period, **We** will forcibly surrender this

Policy effective from the date of the first unpaid premium was due, unless the Extended Grace Period in clause 5.13 applies.

3.2 Renewal

We will automatically renew this **Policy** each **Policy** Anniversary until the **Expiry Date**. This automatic renewal is only applicable if the **Policy** premiums are paid when due and **We** continue to offer this CANsurance Cancer Protection Plan.

We have the right to review and adjust the **Policy's** premium each **Policy Anniversary**. We determine the premium rates for each renewal based on the age of the **Insured** at that time and, these premium rates are not guaranteed.

3.3 **Deduction of Unpaid Premium**

If **You** are paying the premium at a frequency which is other than annual payments (for example, monthly), **We** will deduct from the Compassionate Death Benefit payment the amount of unpaid premiums (if any) for the **Policy Year** in which the **Insured** died, as well as any other money which **You** owe to **Us** before paying the Compassionate Death Benefit.

3.4 Reinstatement

We may agree to reinstate this **Policy** if it was terminated because of unpaid premiums. In order to reinstate this **Policy**, **You** must:

- 1. apply to **Us** in writing within one year of termination;
- provide Us with satisfactory evidence that the Insured still qualifies for this Policy based on the same factors that We used when assessing the initial application; and
- 3. repay, with interest at an interest rate that **We** set, all unpaid premiums.

We may refuse the application for reinstatement or may adjust the terms of this **Policy**. If We accept the application for reinstatement, this **Policy** will recommence from a date that We determine.

4 Types of Plan

We offer four different levels of CANsurance Cancer Protection Plan, and each is subject to its own eligibility requirements. The relevant plan that applies to this **Policy** is set out in the **Policy Schedule** or any **Endorsement**.

If You have an "Economy Plan", this means We offer cover for the Reasonable and Customary medical expenses incurred by the Insured in a Standard Ward Room in the following countries and territories in Asia: Afghanistan, Bangladesh, Bhutan, Brunei, Cambodia, Hong Kong, India, Indonesia, Japan, Kazakhstan, Kyrgyzstan, Laos, Macau, Mainland China, Malaysia, Maldives, Mongolia, Myanmar, Nepal, North Korea, Pakistan, Philippines, Singapore, South Korea, Sri Lanka, Taiwan, Tajikistan, Thailand, Timor-Leste, Turkmenistan, Uzbekistan, and Vietnam.

If **You** have a "Standard Plan", this means **We** offer cover for the **Reasonable and Customary** medical expenses in a **Standard Ward Room** incurred by the **Insured** anywhere in the world.

If **You** have a "Superior Plan" or "Premier Plan", this means **We** offer cover for the **Reasonable and Customary** medical expenses for a **Standard Semi-Private Room** incurred by the **Insured** anywhere in the world.

5 Benefit Provisions

If the **Insured** suffers a **Covered Cancer**, and **We** have already paid benefits under this **Policy** for a **Previous Covered Cancer**, **We** will apply a separate **Per Covered Cancer Limit** (under section A) and separate limit on the maximum number of visits per day and amount per visit per day (under section B) per **Covered Cancer** in the following circumstances:

- the latest Covered Cancer and the Previous Covered Cancer have different histopathology;
- a Specialist verifies, after relevant medical investigations, that the latest Covered Cancer and the Previous Covered Cancer have the same histopathology, but the latest Covered Cancer is not a recurrence or metastasis of the Previous Covered Cancer;
- 3. if the latest Covered Cancer is in fact a recurrence or metastasis of the Previous Covered Cancer (which had gone into complete remission as verified by a Specialist and supported by relevant medical investigations) and has the same histopathology as the Previous Covered Cancer, the dates of the First Confirmed Diagnoses for these two Covered Cancers are more than 5 years apart.

If the above situations do not apply, **We** will consider the latest **Covered Cancer** and the **Previous Covered Cancer** to be the same **Covered Cancer** when calculating the limits that apply to the benefits in sections A and B under this **Policy** and will include the amount of any benefits already paid for the **Previous Covered Cancer** when calculating the remaining benefit amount for the latest **Covered Cancer**.

A. Cancer Benefits

The **Per Covered Cancer Limit** and **Lifetime Cancer Limit** apply to each benefit under clause 5A. Once the total amount paid or payable reaches the **Lifetime Cancer Limit**, this **Policy** will end.

5.1 Diagnostic Benefits

We will reimburse the Reasonable and Customary charges for a Medically Necessary Diagnostic Test performed on the Insured at the recommendation of a Physician or Specialist that confirms or supports the First Confirmed Diagnosis of a Covered Cancer.

We will not pay for any health screenings that aren't for the specific purpose of confirming the Covered Cancer.

If the **Insured** needs to be an **In-Patient** in a **Hospital** for the **Medically Necessary Diagnostic Test**, **We** will reimburse the **Reasonable and Customary** charges under clause 5.2.1.

5.2 Cancer Treatment Benefits

We will reimburse the Reasonable and Customary charges incurred for the consultation or treatment of the Insured, either on an In-Patient or Out-Patient basis, for Active Treatment or Palliative Treatment of a Covered Cancer or any complication of the Covered Cancer.

5.2.1 Hospitalisation and Surgical Benefits

If the **Insured** is **Hospitalised**:

- a) room and board charges during the **Hospitalisation**;
- b) any visits charged for the **Insured's** attending **Physician** or **Specialist** to visit the **Insured** while **Hospitalised**;
- c) Intensive Care Unit charges;

- d) **Hospital** Companion Bed, including 1 extra bed for 1 person who accompanies the **Insured** in **Hospital**;
- e) Surgical expenses:
 - The **Surgeon's** fee
 - The **Anaesthetist's** fee
 - The operating theatre fee
- f) Miscellaneous Hospital medical charges, including:
 - Drugs and medicines required by the **Insured** while **Hospitalised**;
 - Dressings, ordinary splints and plaster casts but excluding special braces, artificial limbs, appliances and equipment;
 - Laboratory examinations;
 - Electrocardiograms;
 - Basal metabolism tests;
 - Physiotherapy:
 - X-ray examinations;
 - Medical report charges as a result of tests and examinations;
 - Administration of blood and blood plasma but excluding costs of the blood or blood plasma;
 - Local ambulance service to or from the **Hospital**;
 - Use of post-operative recovery room.

For clarity, **We** will not cover non-medical miscellaneous charges, such as guest meals, personal wi-fi, telephone, photocopying, taxis and personal items.

We will also reimburse the charges if the **Insured** needs to be **Hospitalised** again, after he or she had been discharged, due to complications that are solely and directly from the same **Covered Cancer**.

5.2.2 Treatment Benefits

(a) Non-surgical Cancer Treatment

Clause 5.2 will apply to costs incurred for **Active Treatment** of the **Insured** for a **Covered Cancer** such as **Chemotherapy**, **Cancer Hormonal Therapy**, **Radiotherapy** (including costs for any planning session and consumables required by a **Specialist**) and **Target Therapy**.

We will also pay for medication prescribed by the Insured's Physician or Specialist for Active Treatment or Palliative Treatment of the Insured, including anti-nausea drugs, anti-rejection drugs, anti-vertigo drugs and anti-anodyne. Any anti-rejection drugs prescribed by a Physician or Specialist following an organ transplantation needed as a result of a Covered Cancer are covered for an unlimited period of time but will be subject to the Per Covered Cancer Limit and Lifetime Cancer Limit.

Long-term medication for **Active Treatment** or **Palliative Treatment** of the **Insured**, (including **Cancer Hormonal Therapy** prescribed by the **Insured**'s **Physician** or **Specialist**) that is needed after surgery as part of that treatment is also covered.

(b) Palliative Cancer Care

Clause 5.2 will apply to costs incurred for Medically Necessary Palliative Treatment.

(c) Pre or Post-treatment Consultation

Clause 5.2 will apply to costs incurred for the **Insured's** consultation with a **Physician** or **Specialist** before or after **Active Treatment** or **Palliative Treatment**.

5.2.3 Reconstructive Surgery Benefit

If the Insured requires **Reconstructive Surgery** which is recommended in writing by a **Physician** or **Specialist**, clause 5.2 will apply to the following:

- 1. The **Surgeon's** fees;
- 2. The **Anesthetist's** fees;
- 3. Operating theatre (including the items and equipment charges);
- 4. The cost of any implants.

Reconstructive Surgery is **Medically Necessary** plastic or reconstructive surgery on the **Insured's** head or breast to restore function or appearance after the **Insured** has undergone surgery on the head or breast for treatment of a **Covered Cancer**. This does not include surgery solely for dental restorations.

If the **Insured** needs to be an **In-Patient** in a **Hospital** for the **Reconstructive Surgery** to be performed, **We** will reimburse the **Reasonable and Customary** charges under clause 5.2.1.

5.3 Monitoring Benefit

Once the **Insured** has completed **Active Treatment**, **We** will reimburse the **Reasonable and Customary** charges incurred for any consultation fee, laboratory tests, imaging procedures or screening tests undertaken in the following 5 years from the completion of that treatment and/or consultation(s) covered under clause 5.2 which are used to monitor the **Insured's** recovery.

If the **Insured** needs to be an **In-Patient** in a **Hospital** for the monitoring to be performed, **We** will reimburse the **Reasonable and Customary** charges under clause 5.2.1.

We will not pay for any health screenings that are not for the specific purpose of monitoring the **Covered Cancer**.

5.4 Clarifications for Section A

For clarity, the following are not included in the above benefits:

- any narcotics used by the Insured unless taken as prescribed by a Physician;
- 2. genetic testing undertaken to test for a genetic predisposition to **Covered Cancer**; or
- over-the-counter medication and nutrient supplements not prescribed by a Physician and any medical services, procedures or supplies which are not Medically Necessary.

B. Additional Cancer Care Benefits

Each benefit under section B is subject to the limits set out in the **Policy Schedule** or an **Endorsement** for that benefit.

5.5 Daily Hospital Cash Benefit

If the **Insured** is **Hospitalised** and has to pay for room and board, **We** will pay the cash benefit per **Covered Cancer** as set out in the **Policy Schedule** or any **Endorsement** if:

- the Insured is in an Intensive Care Unit for treatment of the Covered Cancer;
- the Insured is a resident of Hong Kong, and is Hospitalised as a public patient in a general ward of a public Hospital in Hong Kong for Medically Necessary treatment of a Covered Cancer;
- 3. the Insured is Hospitalised in a Standard Ward Room of a private Hospital in Hong Kong for Medically Necessary treatment of a Covered Cancer (Not applicable to Economy Plan and Standard Plan); or
- 4. **We** have not paid a benefit for **Covered Cancer** under clause 5.2.1 because it was paid by another insurance company.

For clarity, this cash benefit is payable in addition to the benefit paid under clause 5.2.1 for the above items 1 - 3.

For each day the **Hospital** charges room and board **We** will pay one day of cash benefit for the **Hospitalisation** according to the per day limit set out in the **Policy Schedule** or any **Endorsement**.

5.6 **Supportive Therapies**

If the **Insured** consults any of the following:

- Physiotherapist (including acupuncture services), Chiropractor, Occupational Therapist; Speech Therapist;
- Chinese Medical Practitioner (including acupuncture treatments and Chinese medicines prescribed on an Out-Patient basis);
- Dietitian; or
- Psychiatrist or Clinical Psychologist

on the written recommendation of a **Physician** for treatment of a **Covered Cancer**, **We** will reimburse the **Reasonable and Customary** charges incurred for these consultations per **Covered Cancer** as set out in the **Policy Schedule** or any **Endorsement**.

We will also pay for Psychological Counselling for a Family Member of the Insured that is directly related to the Insured's Covered Cancer. This counselling will also be subject to the same limits set out in the Policy Schedule or any Endorsement that apply to counselling for the Insured. For clarity, We will only pay for one visit to a Psychiatrist or Clinical Psychologist per day up to the limits set out in the Policy Schedule or any Endorsement for the Insured and/or his or her Family Members.

We will only pay for Psychological Counselling under this clause for any mental disorder, psychological or psychiatric conditions, behavioural problems or personality disorder of the **Insured** or his or her **Family Member**, resulting or indirectly from or caused or contributed by (in whole or in part) the **Insured's Covered Cancer**.

Psychological Counselling refers to counselling or a consultation with a **Psychiatrist or Clinical Psychologist** for the management of a mental, behavioural, psychiatric or psychological disorder.

5.7 Post-hospitalisation Home Nursing

If the Insured's Physician believes that it is Medically Necessary to have nursing support after Hospitalisation for a Covered Cancer under clause 5.2, We will reimburse the Reasonable and Customary charges incurred for a Qualified Nurse to attend the Insured in his or her home.

This benefit is restricted to nursing services provided by one **Qualified Nurse** at any time, and is subject to the limits per **Covered Cancer** in the **Policy Schedule** or any **Endorsement**.

5.8 Transportation Fee Subsidy

We will pay the Transportation Fee Subsidy in the Policy Schedule or any Endorsement for each day the Insured needs the transportation to Medically Necessary consultations, Diagnostic Tests or treatments for the Covered Cancer at a Hospital or clinic (regardless of the number of consultations, tests or treatment received on that day).

5.9 Medical Appliances

We will reimburse the Reasonable and Customary charges if the Insured purchases or rents Medically Necessary medical appliances that his or her Physician, Occupational Therapist or Physiotherapist recommends in writing, up to the limit per Covered Cancer set out in the Policy Schedule or any Endorsement.

C. Compassionate Death Benefit

We will pay to the **Beneficiary** the death benefit as set out in the **Policy Schedule** or any **Endorsement** if the **Insured** dies before the **Expiry Date** while this **Policy** is in force.

D. Others – Additional Benefits

Clauses 5.10 to 5.13 only apply if the **Policy** is issued before the **Insured's** 55th birthday.

5.10 Convertibility Option

You have a one-time option to convert this **Policy** to a designated full medical reimbursement plan, without providing further health evidence from the **Insured**.

This convertibility option is subject to the following:

- You may only apply to convert this Policy after it has been in effect for at least 9 consecutive years from the Policy Date;
- the Insured must be between 38 years and 64 years old (inclusive) when You apply;
- You must apply to convert within 31 days immediately before or after a Policy Anniversary while the Policy is in effect. Once approved, the conversion will take effect from the next Policy Anniversary, as long as this Policy has not been reinstated between the application and the conversion and is in effect at the conversion;
- We will not cover any illness or injury (including pre-existing conditions) under the designated full medical reimbursement plan if it occurred before the Policy Date of this CANsurance Cancer Protection Plan;
- any claims for any Covered Cancer made under this Policy or the converted policy of the designated full medical reimbursement plan are subject to the Lifetime Cancer Limit set out in the Policy Schedule or any Endorsement;

- 6. this option is only available if **We** offer a designated full medical reimbursement plan at the time of conversion, subject to **Our** rules at that time;
- 7. the premium payable under the designated full medical reimbursement plan is not guaranteed and will be determined on conversion;
- 8. **You** are unable to withdraw the application after **We** have approved it;
- 9. once converted this **Policy** will end.

5.11 Job Changer Benefit

You can apply for the **Insured** to enjoy 6 months' temporary coverage without additional charges under a designated full medical reimbursement plan with a simple health declaration if **You** or the **Insured** change permanent jobs once the **Policy** has been in force for 3 or more consecutive years after the **Policy Date**.

This benefit is subject to the following:

- 1. This **Policy** must remain in effect during the temporary coverage period and all premiums still need to be paid when due;
- During the temporary coverage period, any Covered Cancer claims will be reimbursed under this Policy, with any other eligible sickness or injury claims being reimbursed under the designated full medical reimbursement plan;
- Only medical expenses incurred for eligible sicknesses or injuries which occurred during the temporary coverage period will be reimbursable under the designated full medical reimbursement plan;
- 4. **You** must inform **Us** within 31 days of the employment termination date and must provide proof of the change in this employment;
- 5. This benefit is only available if **You** or the **Insured** are changing from full time employment to any full time employment;
- 6. This option may be exercised up to 3 times per **Policy**, but **You** may only make a further application after 3 years has passed from the date of the start of the previous temporary coverage period;
- 7. This option is only available if **We** offer a designated full medical reimbursement plan at the time of application, subject to **Our** rules at that time;
- 8. **You** cannot exercise this benefit in conjunction with the benefits under clauses 5.10, 5.12 or 5.13;
- 9. This option will end when the **Insured** reaches 65 years old or this **Policy** is terminated, whichever is earlier.

5.12 Special Event Benefit

You may apply to waive one year's premium from the next premium due date ("Premium Waiver Period") once the Policy has been in force for at least 3 consecutive years from the Policy Date for a special event, if, while premiums are payable and this Policy is in effect, You:

- 1. want to pursue further education;
- want to undertake a Working Holiday; or
- 3. become involuntarily unemployed.

You may apply only for this benefit once, and the following conditions must be satisfied:

- You must provide Us with all documents and information We require within 30 days from the date You first receive either of:
 - (a) proof of the relevant full time education (including school admission letter);

- (b) Your Working Holiday visa; or
- (c) in the case of redundancy or lay-off, a notice from **Your** employer as well as:
 - i. proof that **You** have been in full time lawful and gainful employment with the same employer for a minimum of 12 consecutive months under a continuous contract before **Your** employment was terminated; and
 - ii. proof that **You** were made redundant or laid-off within the meaning of the Employment Ordinance of **Hong Kong** (Cap. 57 of Laws of Hong Kong) or relevant employment legislation of the country in which **You** work).

Any late submission will not be processed and **We** have the right to terminate this benefit if **You** do not provide this proof.

- 2. This Special Event Benefit is not available in the case of redundancy or lay-off, if You:
 - (a) are a self-employed person carrying on a business (whether alone or in a partnership) or control a company (whether alone or with others)
 - (b) work for a company or firm in which **You** have a financial interest or **You** are connected in any way with someone who has control over the company;
 - (c) have had accepted a voluntary redundancy or **Your** employment was terminated for disciplinary reasons; or
 - (d) are a corporate entity.

This **Policy** will continue to be in effect during the **Premium Waiver Period**, however during this time **You** are not allowed to change the level of protection or reduce the amount of any rider attached to this **Policy**.

This benefit will end when the **Insured** reaches 65 years old or if this **Policy** terminates, whichever is earlier.

You cannot exercise this benefit in conjunction with the benefits under clauses 5.10, 5.11 or 5.13.

5.13 Extended Grace Period Benefit

Once the **Policy** has been in force for at least 3 consecutive years from the **Policy Date**, if **You**:

- get married; or
- 2. give birth to a child (or **Your** spouse gives birth to a child)

while premiums are payable and this **Policy** is in effect, **You** may apply for an extension of the grace period in clause 3.1 ("Extended Grace Period").

If **We** approve the application, **We** will allow a further period of up to 1 year (including the usual 30 day period referred to in clause 3.1) from the next premium due date for the premium to be paid.

You may apply only for this benefit once, and the following conditions must be satisfied:

- 1. **You** must provide **Us** with all documents and information **We** require within 30 days from the date **You** first receive either:
 - (a) a certificate of marriage issued by the relevant competent authority of the jurisdiction where **You** were married; or
 - (b) a birth certificate of **Your** child issued by the relevant competent authority of the jurisdiction where **Your** child was born.

Any late submission will not be processed, and **We** have the right to terminate this Extended Grace Period Benefit if **You** do not provide this proof.

Any premium that is due to be paid during the Extended Grace Period will become due and payable at the end of the Extended Grace Period or upon termination of this benefit, whichever is earlier. If the premium is not paid at the end of the Extended Grace Period, You will be in default and the Policy will end. We will calculate the end date as being the date the first unpaid premium was due, but this will not affect any claim arising prior to the date the Policy ends. We will deduct any due and unpaid premium from any benefit otherwise payable. Interest will not be charged on the premium due to be paid.

This **Policy** will continue to be in force during this Extended Grace Period, however during this time **You** are not allowed to change the level of protection or reduce the amount of any rider attached to this **Policy**.

3. This Extended Grace Period Benefit will expire when the **Insured** reaches 65 years old or if this **Policy** terminates, whichever is earlier.

You cannot exercise this benefit in conjunction with clauses 5.10, 5.11 or 5.12.

5.14 Refunds from Other Sources

If **You** can obtain a refund of any expenses in clause 5 from any other sources, **We** will only pay for any excess costs of these expenses up to the limit set out in the **Policy Schedule** or any **Endorsement**.

You must tell **Us** if the **Insured** can obtain a refund of all or part of expenses specified in clause 5 from any other sources. If **We** have paid a benefit which is refundable from another source, **You** must refund this amount to **Us**.

5.15 Revision of Benefits and Limitations

We can revise, amend or modify this **Policy** and any rider, including the premium, once **We** notify **You** in writing at least 30 days before the **Policy Anniversary** after which the revisions will take effect. If **You** refuse to accept the revisions including the adjusted premium, **We** can terminate this **Policy** if **You** have not paid the premium for 30 days from when it was due.

While this **Policy** is in force and if **We** agree, **You** may request an increase to the benefits by changing the **Policy** level. **We** may require **You** to provide evidence of insurability which is acceptable to **Us** and any increase is subject to **Our** rules and policies.

Any increase in benefits will not apply to any **Covered Cancer** if the **First Symptoms** appear, the condition occurs and the diagnosis or surgery relating to the relevant **Covered Cancer** occurs before the effective date of the increase in benefits.

Any increase in benefits will be adjusted as follows:-

- for Section C Compassionate Death Benefit, the increased benefit shall be payable from the date when the benefit is increased;
- 2. for Section A Cancer Benefits and Section B Additional Cancer Care Benefit, the increased benefit will only be paid for a **Covered Cancer** where the **First Symptoms** appear more than 90 days after the day when the benefit is increased.

6 Exclusions

Except Compassionate Death Benefit under Clause 5 – Section C, this **Policy** does not cover any **Covered Cancer** resulting directly or indirectly from or in respect of any of the following:

- (a) any Covered Cancer in the presence of any HIV Infection and/or any AIDS related illness. HIV Infection refers to an infection where blood or other relevant test(s) indicate, in Our opinion, either the presence of any Human Immunodeficiency Virus, antigens or antibodies to such virus; or
- (b) any drug or alcohol abuse unless the **First Symptoms** of a relevant **Covered Cancer** caused by such drug or alcohol abuse which occurs 2 years after the **Policy Date**.

7 Claim Provisions

7.1 Notice of Claim

You must inform **Us** as soon as possible, and no later than 6 months of the **Insured**'s discharge from **Hospital**, surgery date, or the date of **Insured**'s death, for which a claim will be made on this **Policy**. **We** have the right to reject any written claims submitted after this 6 month notice period.

7.2 Proof of Loss

Once **We** are notified of a potential claim, **We** will provide the forms needed to apply for a claim. The claim must be lodged using **Our** standard forms and **We** must be provided with any information and documents (including original receipts and proof of the **Insured's** country of residence) that **We** need to process the claim.

These forms and any supporting evidence must be submitted to **Us** within 90 days from the date **We** first requested the proof, or as soon as is reasonably possible, but not exceeding 180 days from the date **We** first requested the proof (unless **You** are legally incapacitated from doing so).

You are legally responsible for all costs incurred in gathering any necessary documents to support this claim, including death certificates and other evidence. We may also require the **Insured** to undergo a medical examination, at **Our** expense, by a **Physician** of **Our** choice in **Hong Kong**.

7.3 Limitation of Claim

If the **Insured** is **Hospitalised** in a room of a higher level than to which he or she is entitled as specified in the **Policy Schedule** or any **Endorsement**, **We** will reduce the amount of any benefit payable for **Hospitalisation** to a percentage of the benefit that would otherwise have been paid. This percentage is set out in the following table:

Adjustment Factor		% benefit payable for Hospitalisation			
Actual Room Type		Standard	Standard	Standard	Above
		Ward Room	Semi-Private	Private	Standard
			Room	Room	Private
					Room
Covered	Standard	100%	50%	25%	12.5%
Room Type	Ward Room				
	Standard	100%	100%	50%	25%
	Semi-Private				
	Room				

7.4 Payment of Claim

We will pay benefits from this **Policy** to **You** or the **Beneficiary** in accordance with clauses 2.4 and 2.5. **Our** obligations for that benefit are fulfilled once **You** or the **Beneficiary** confirm the benefit payment is received.

We will deduct any unpaid premiums owed to **Us** from any benefits that are payable. No interest will be payable on any benefits payable by this **Policy**.

7.5 Limitation of Claim in United States of America

If **You** have a Standard Plan, Superior Plan or Premier Plan, and the **Insured** has received treatment in the United States of America for a **Covered Cancer**, **We** will reduce the amount of the benefit payable under clause 5A to 50% of the relevant benefit payable if the **Insured** has lived in the United States of America for at least 183 days in the past 12 months before receiving that treatment.

7.6 Legal Action

If a claim is false, fraudulent, intentionally exaggerated or if any person has used fraudulent means to attempt to claim a benefit, **We** will terminate this **Policy** immediately without refunding the premiums paid. **We** will also recover any benefit which **We** paid but which should not have been paid because of this fraud.

Any legal action taken on this **Policy** cannot be pursued until 3 months following the date **We** were given the proof of loss under clause 7.2, and cannot be pursued after 3 years following that date.

If **You** do not take legal action to contest **Our** rejection of a claim within 12 calendar months of being notified of **Our** rejection, **We** will consider the claim to be abandoned and it cannot be reinstated.

8 Termination Provisions

This Policy will automatically end on the earlier of the following:-

- The Insured dies;
- 2. The **Expiry Date** of this **Policy**;
- 3. **You** surrender the **Policy**. **We** will determine the surrender date based on **Our** rules and regulations at that time;
- The date the total amount paid for benefits under clause 5A under all CANsurance Cancer Protection Plan policies that apply to the **Insured** reach the **Lifetime Cancer Limit**;
- 5. The end of this **Policy** as set out in Clauses 2.7, 3.2, 5.15 or 7.6;
- 6. the premium grace period (or Extended Grace Period) expires and **We** have not received the premium payment; or
- 7. **You** convert this **Policy** to a designated full medical reimbursement plan under clause 5.10.

INTERNATIONAL SOS 24-HOUR WORLDWIDE ASSISTANCE PROGRAM

General Benefits and Terms

The following SOS benefits are available to the Company's insureds ("Users") when travelling outside the Home Country or Usual Country of Residence for periods not exceeding 90 consecutive days per trip.

The Worldwide Assistance Program is provided as a benefit by International SOS ("Intl.SOS"). The Company is not an agent of Intl.SOS and shall not accept any liability for the services provided by Intl.SOS, or their availability. The contract between Intl.SOS and the Users is separate and independent to this Policy.

Medical Assistance:

(1) Telephone Medical Advice

Intl.SOS will arrange for the provision of medical advice to the User over the telephone.

(2) Arrangement and Payment of Emergency Medical Evacuation

Intl.SOS will arrange and pay for the air and/or surface transportation and communication for moving the User to the nearest hospital where appropriate medical care is available.

(3) Arrangement and Payment of Emergency Medical Repatriation

Intl.SOS will arrange and pay for the return of the User to the Home Country or Usual Country of Residence following an Emergency Medical Evacuation for subsequent in-hospital treatment in a place outside the Home Country or Usual Country of Residence.

(4) Arrangement and Payment of Repatriation of Mortal Remains

Intl.SOS will arrange for transporting the User's mortal remains from the place of death to the Home Country or Usual Country of Residence and pay for all expenses reasonably and unavoidably incurred in such transportation so arranged by Intl.SOS or alternatively pay the cost of burial at the place of death as approved by Intl.SOS.

(5) Arrangement of Hospital Admission and Guarantee of Hospital Admission Deposit

If the medical condition of the User is of such gravity as to require hospitalisation, Intl.SOS will assist such User in the hospital admission. In case of hospital admission duly approved by Intl. SOS and the User is without means of payment of the required hospital admission deposit, Intl.SOS will on behalf of the User guarantee or provide such payment up to US\$5,000. The provision of such guarantee by Intl.SOS is subject to Intl.SOS first securing payment from the User through the User's credit card or from the funds from the User's family. Intl.SOS shall not be responsible for any third party expenses which shall be solely the User's responsibility.

(6) Delivery of Essential Medicine

Intl.SOS will arrange to deliver to the User essential medicine, drugs and medical supplies that are necessary for a User's care and/or treatment but which are not available at the User's location. The delivery of such medicine, drugs and medical supplies will be subject to the laws and regulations applicable locally. Intl.SOS will not pay for the costs of such medicine, drugs or medical supplies and any delivery costs thereof.

(7) Arrangement and Payment of Compassionate Visit and Hotel Accommodation (US\$1,000 subject to a sub-limit US\$250 per day)

Intl.SOS will arrange and pay for one economy class return airfare and hotel accommodations for a relative or a friend of the User to join the User who, when travelling alone, is hospitalised outside the Home Country or Usual Country of Residence for a period in excess

of seven (7) consecutive days, subject to Intl.SOS' prior approval and only when judged necessary by Intl.SOS on medical and compassionate grounds.

(8) Arrangement and Payment of Return of Minor Children

Intl.SOS will arrange and pay for the economy class one-way airfare for the return of minor children [aged 18 years old and below, unmarried] to the Home Country or Usual Country of Residence if they are left unattended as a result of the accompanying User's illness, accident or Emergency Medical Evacuation. Escort will be provided, when necessary, at no charge.

(9) Arrangement and Payment of Convalescence Expenses (US\$1,000 subject to a sub-limit US\$250 per day)

Intl.SOS will arrange and pay for the additional hotel accommodation expenses necessarily and unavoidably incurred by the User related to an incident requiring Emergency Medical Evacuation, Emergency Medical Repatriation or hospitalisation. Intl.SOS' prior approval, subject to its determination on medical grounds, is required in respect of such payment.

(10) Arrangement and Payment of Unexpected Return to the Home Country or Usual Country of Residence

In the event of the death of the User's close relative in his/her Home Country or Usual Country of Residence while the User is travelling overseas (save for in the case of migration) and necessitating an unexpected return to his Home Country or Usual Country of Residence, Intl.SOS will arrange and pay for one economy class return airfare for the return of the User to his/her Home Country or Usual Country of Residence.

(11) Arrangement and Payment of Return of User to Original Work Site

Following the User's Emergency Medical Evacuation or Emergency Medical Repatriation and within one (1) month period, Intl.SOS will, upon the User's request, arrange and pay for a one-way economy class airfare to return the User to the original work location.

Travel Assistance:

(1) Inoculation and Visa Requirement Information

Intl.SOS shall provide information concerning visa and inoculation requirements for foreign countries, as those requirements are specified from time to time in the most current edition of World Health Organization Publication "Vaccination Certificates Requirements and Health Advice for International Travel" (for inoculations) and the "ABC Guide to International Travel Information" (for visas). This information will be provided to the User at any time, whether or not the User is travelling or an emergency has occurred.

(2) Lost Luggage Assistance

Intl.SOS will assist the User who has lost his/her luggage while travelling outside the Home Country or Usual Country of Residence by referring the User to the appropriate authorities involved.

(3) Lost Passport Assistance

Intl.SOS will assist the User who has lost his/her passport while travelling outside the Home Country or Usual Country of Residence by referring the User to the appropriate authorities involved.

(4) Legal Referral

Intl.SOS will provide the Users with the name, address, telephone numbers, if requested by the User and if available, office hours for referred lawyers and legal practitioners. Intl.SOS will not give any legal advice to the User.

(5) Emergency Travel Service Assistance

Intl.SOS shall assist the User in making reservations for air ticket or hotel accommodation on an emergency basis when travelling overseas.

Definitions:

(1) Serious Medical Condition

means a condition which in the opinion of Intl.SOS constitutes a serious medical emergency requiring urgent remedial treatment to avoid death or serious impairment to the User's immediate or long term health prospects. The seriousness of the medical condition will be judged within the context of the User's geographical location, the nature of the medical emergency and the local availability of appropriate medical care or facilities.

(2) Pre-Existing Condition

means any medical condition in respect of which the User has been hospitalised during the 12- month period immediately prior to the 1st day the User is included in Intl.SOS program or any medical condition that has been diagnosed or treated by a medical practitioner including prescribed drugs within the 6- month period prior to the 1st day the User is included in Intl.SOS program.

Exclusions:

The following treatment, items, conditions, activities and their related or consequential expenses are excluded unless Intl.SOS has given its prior written approval and the Company has paid the designated fees:

- (1) Any expense incurred as a result of a Pre-existing Condition.
- (2) More than one emergency evacuation and/or repatriation for any single medical condition of a User during the term of the insurance policy, subject to a maximum of one year.
- (3) Any cost or expense not expressly covered by the program and not approved in advance and in writing by Intl.SOS and/or not arranged by Intl.SOS. This exception shall not apply to Emergency Medical Evacuation from remote or primitive areas when Intl.SOS cannot be contacted in advance and delay might reasonably be expected in loss of life or harm to the User.
- (4) Any event occurring when the User is within the territory of his/her home country or Usual Country of Residence.
- (5) Any expense for Users who are travelling outside the Home Country or Usual Country of Residence contrary to the advice of a medical practitioner, or for the purpose of obtaining medical treatment or for rest and recuperation following any prior accident, illness or Preexisting Condition.
- (6) Any expense for medical evacuation or repatriation if the User is not suffering from a Serious Medical Condition, and/or in the opinion of the Intl.SOS physician, the User can be adequately treated locally, or treatment can be reasonably delayed until the User returns to his/her Home Country or Usual Country of Residence.
- (7) Any expense for medical evacuation or repatriation where the User, in the opinion of the Intl.SOS physician, can travel as an ordinary passenger without a medical escort.
- (8) Any treatment or expense related to childbirth, miscarriage or pregnancy. This exception shall not apply to any abnormal pregnancy or vital complication of pregnancy which

- endangers the life of the mother and/or unborn child during the first twenty-four (24) weeks of pregnancy.
- (9) Any expense related to accident or Injury occurring while the User is engaged in caving, mountaineering or rock climbing necessitating the use of guides or ropes, potholing, skydiving, parachuting, bungee-jumping, ballooning, hang gliding, deep sea diving utilizing hard helmet with air hose attachments, martial arts, rallying, racing of any kind other than on foot, and any organized sports undertaken on a professional or sponsored basis.
- (10) Any expense incurred for emotional, mental or psychiatric illness.
- (11) Any expense incurred as a result of a self-inflicted Injury, suicide, drug addiction or abuse, alcohol abuse, sexually transmitted diseases.
- (12) Any expense incurred as a result of Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition or disease.
- (13) Any expense related to the User engaging in any form of aerial flight except as a passenger on a scheduled airline flight or licensed charter aircraft over an established route.
- (14) Any expense related to the User engaging in the commission of, or the attempt to commit, an unlawful act.
- (15) Any expense related to treatment performed or ordered by a non-registered practitioner not in accordance with the standard medical practice as defined in the country of treatment.
- (16) Any expense incurred as a result of the User engaging in active service in the armed forces or police of any nation; active participation in war (whether declared or not), invasion, act of foreign enemy, hostilities, civil war, rebellion, riot, revolution or insurrection.
- (17) Any expense, regardless of any contributory cause(s), involving the use of or release or the threat thereof of any nuclear weapon or device or chemical or biological agent, including but not limited to expenses in any way caused or contributed to an Act of Terrorism or war.
- (18) Any expense incurred for or as a result of any activity required from or on a ship or oil-rig platform, or at a similar off-shore location.
- (19) Any expense in respect of the User under Group 1 (group insurance) more than 75 years old and User under Group 2 (individual insurance) more than 70 at the date of intervention.
- (20) Any expense which is a direct result of nuclear reaction or radiation.

Intl.SOS, at its sole discretion, will assist Users on a fee-for-service basis for interventions falling under the above exceptions, subject to Intl.SOS receiving additional financial guarantees or indemnification from the Company and/or its User(s) prior to rendering such services on a fee-for-service basis.

This is served for reference only. Details are found in the original Contract between the Company and Intl.SOS.