

Cancer Care Insurance Plan

The Policy

Please read this policy carefully

Your right to change your mind

If you are not completely satisfied, or our plan's coverage overlaps with your other existing protection plans coverage or exceed your needs, then please return the policy to us within 30 days. We will cancel this plan and refund any premium you have paid. Otherwise, we will assume you have accepted this plan subject to its terms and conditions.

Your right to cancel the policy is based on the following conditions:

- Your request to cancel must be signed by you and received directly by any HSBC branch or by AXA General Insurance Hong Kong Limited within 30 days of receipt of your policy.
- No refund can be made if a claim has already been paid.

Should you have any queries or need further explanation, you may contact Customer Care Hotline on (852) 2867 8678 (please note that tele-conversations may be recorded to ensure service quality) or write to us.

AXA General Insurance Hong Kong Limited

P.O. Box No. 90852 Tsim Sha Tsui Post Office, Kowloon, Hong Kong
5/F, AXA Southside, 38 Wong Chuk Hang Road, Wong Chuk Hang, Hong Kong
Customer Care Hotline: (852) 2867 8678



Personal Information Collection Statement

AXA General Insurance Hong Kong Limited (referred to hereinafter as the “**Company**”) recognises its responsibilities in relation to the collection, holding, processing, use and/or transfer of personal data under the Personal Data (Privacy) Ordinance (Cap. 486) (“**PDPO**”). Personal data will be collected only for lawful and relevant purposes and all practicable steps will be taken to ensure that personal data held by the Company is accurate. The Company will take all practicable steps to ensure security of the personal data and to avoid unauthorised or accidental access, erasure or other use.

Please note that if you do not provide us with your personal data, we may not be able to provide the information, products or services you need or process your request.

Purpose: From time to time it is necessary for the Company to collect your personal data which may be used, stored, processed, transferred, disclosed or shared by us for purposes (“**Purposes**”), including:

1. offering, providing and marketing to you the products/services of the Company, other companies of the AXA Group (“**our affiliates**”) or our business partners (see “**Use and provision of personal data in direct marketing**” below), and administering, maintaining, managing and operating such products/services;
2. processing and evaluating any applications or requests made by you for products/services offered by the Company and our affiliates;
3. providing subsequent services to you, including but not limited to administering the policies issued;
4. any purposes in connection with any claims made by or against or otherwise involving you in respect of any products/services provided by the Company and/or our affiliates, including investigation of claims;
5. detecting and preventing fraud (whether or not relating to the products/services provided by the Company and/or our affiliates);
6. evaluating your financial needs;
7. designing products/services for customers;
8. conducting market research for statistical or other purposes;
9. matching any data held which relates to you from time to time for any of the purposes listed herein;
10. making disclosure as required by any applicable law, rules, regulations, codes of practice or guidelines or to assist in law enforcement purposes, investigations by police or other government or regulatory authorities in Hong Kong or elsewhere;
11. conducting identity and/or credit checks and/or debt collection;
12. complying with the laws of any applicable jurisdiction;
13. carrying out other services in connection with the operation of the Company’s business; and
14. other purposes directly relating to any of the above.

Transfer of personal data: Personal data will be kept confidential but, subject to the provisions of any applicable law, may be provided to:

1. any of our affiliates, any person associated with the Company, any reinsurance company, claims investigation company, your broker, industry association or federation, fund management company or financial institution in Hong Kong or elsewhere and in this regard you consent to the transfer of your data outside of Hong Kong;
2. *The Hongkong and Shanghai Banking Corporation Limited (“**HSBC**”) for any of the Purposes and for the following additional bank related purposes: ensuring ongoing credit worthiness of customers, creating and maintaining credit and risk related models, providing the personal data to credit reference agencies for the purposes of conducting credit checks and other directly related purposes, determining the amount of indebtedness owed to or by customers and collection of amounts outstanding from customers and those providing security for customers’ obligations;
3. any person (including private investigators) in connection with any claims made by or against or otherwise involving you in respect of any products/services provided by the Company and/or our affiliates;
4. any agent, contractor or third party who provides administrative, technology or other services (including direct marketing services) to the Company and/or our affiliates in Hong Kong or elsewhere and who has a duty of confidentiality to the same;
5. credit reference agencies or, in the event of default, debt collection agencies;
6. any actual or proposed assignee, transferee, participant or sub-participant of our rights or business; and
7. any government department or other appropriate governmental or regulatory authority in Hong Kong or elsewhere.
8. the following persons who may collect and use the data only as reasonably necessary to carry out any of the purposes described in paragraphs nos. 2, 3, 4 and 5 of the Purposes specified above: insurance adjusters, agents and brokers, employers, health care professionals, hospitals, accountants, financial advisors, solicitors, organisations that consolidate claims and underwriting information for the insurance industry, fraud prevention organisations, other insurance companies (whether directly or through fraud prevention organisation or other persons named in this paragraph), the police and databases or registers (and their operators) used by the insurance industry to analyse and check data provided against existing data.

For our policy on using your personal data for marketing purposes, please see the section below **“Use and provision of personal data in direct marketing”**.

Transfer of your personal data will only be made for one or more of the Purposes specified above.

Use and provision of personal data in direct marketing: The Company intends to:

1. use your name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data held by the Company from time to time for direct marketing;
2. conduct direct marketing (including but not limited to providing reward, loyalty or privileges programmes) in relation to the following classes of products and services that the Company, our affiliates, our co-branding partners and our business partners may offer:
 - a) insurance, banking, provident fund or scheme, financial services, securities and related products and services;
 - b) products and services on health, wellness and medical, food and beverage, sporting activities and membership, entertainment, spa and similar relaxation activities, travel and transportation, household, apparel, education, social networking, media and high-end consumer products;
3. the above products and services may be provided by the Company and/or:
 - a) any of our affiliates;
 - b) third party financial institutions;
 - c) the business partners or co-branding partners of the Company and/or affiliates providing the products and services set out in 2. above;
 - d) third party reward, loyalty or privileges programme providers supporting the Company or any of the above listed entities.
4. in addition to marketing the above products and services, the Company also intends to provide the data described in 1. above to all or any of the persons described in 3. above for use by them in marketing those products and services, and the Company requires your written consent (which includes an indication of no objection) for that purpose;

Before using your personal data for the purposes and providing to the transferees set out above, the Company must obtain your written consent, and only after having obtained such written consent, may use and provide your personal data for any promotional or marketing purpose.

You may in future withdraw your consent to the use and provision of your personal data for direct marketing.

If you wish to withdraw your consent, please inform us in writing to the address in the section on **“Access and correction of personal data”**. The Company shall, without charge to you, ensure that you are not included in future direct marketing activities.

Access and correction of personal data: Under the PDPO, you have the right to ascertain whether the Company holds your personal data, to obtain a copy of the data, and to correct any data that is inaccurate. You may also request the Company to inform you of the type of personal data held by it.

Requests for access and correction or for information regarding policies and practices and kinds of data held by the Company should be addressed in writing to:

Data Privacy Officer
AXA General Insurance Hong Kong Limited
5/F, AXA Southside, 38 Wong Chuk Hang Road, Wong Chuk Hang, Hong Kong

A reasonable fee may be charged to offset the Company’s administrative and actual costs incurred in complying with your data access requests.

- * This is applicable only if you are applying for a product and/or service of, or making a request to, the Company through HSBC as the Company’s distribution agent. Your personal data will not be provided to HSBC for any of the Purposes and the additional purposes and for direct marketing by HSBC set out in the paragraphs above if you do not apply for the product and/or service of, or make a request to, the Company through HSBC as the Company’s distribution agent.

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Cancer Care Insurance Plan is underwritten by AXA General Insurance Hong Kong Limited.

Whereas:

The Policyholder has applied for Cancer Care Insurance Plan and AXA General Insurance Hong Kong Limited has agreed to provide such insurance subject to the Insured and/or the Policyholder signing the relevant proposal and declaration, and making, all statements, warranties or declarations therein and paying the premium stated in the Policy Schedule.

Cancer Care Insurance Plan is provided to the Insured Person and/or the Policyholder subject to the terms and conditions contained in this Policy.

Part 1

Definitions

In this Policy, words and expressions used shall have the following meanings:

1. **"Beneficiary"** shall refer to the person(s) legally entitled to receive the proceeds of the Policy upon the death of the Insured.
2. **"Benefit Details"** shall refer to the benefit details incorporated in the Policy Schedule.
3. **"Cancer"** shall refer to a malignant tumour characterised by the uncontrolled growth and spread of malignant cells and the invasion of tissue. The cancer should be confirmed by histological evidence of malignancy on a pathology report. This includes leukaemia, but excludes any of the following:
 - (i) All tumours which are histologically described as benign, pre-malignant or dysplasia;
 - (ii) Any lesions described as non-invasive cancers in situ;
 - (iii) Any skin cancer other than malignant melanoma;
 - (iv) All tumours in the presence of any human immunodeficiency virus;
 - (v) Cervical Intra-epithelial Neoplasia (CIN I, CIN II or CIN III) or Cervical Squamous Intra-epithelial Lesion;
 - (vi) Tumours of the ovary classified as T1aN0M0, T1bN0M0 according to the TNM classification or FIGO 1A, FIGO 1B;
 - (vii) Tumours of the thyroid histologically classified as T1N0M0 or a lower stage according to the TNM classification;
 - (viii) Prostate cancer with Clinical TNM classification of stage T1a, T1b, T1c (including histologically classified as pT2) or equivalent or lesser classification including histological grade with Gleason's score of less than 7;
 - (ix) Chronic lymphocytic leukaemia less than RAI Stage III;
 - (x) Hodgkin's lymphoma Stage I by the Cotswolds classification staging system.

"FIGO" shall refer to the classification of the Federation Internationale de Gynecologie et d'Obstetrique.

The Company reserves the right to change this definition to reflect the changes in qualitative or quantitative medical categorisation of this illness so as to give effect to the original intent of this definition upon giving written notice to the Policyholder forty five (45) days prior to the Policy Anniversary.

4. **"Cancer Benefit"** shall mean the benefit payable in accordance to Benefit 1.1.
5. **"Carcinoma-in-situ"** shall refer to a histologically proven, localised 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 in any one of the following covered organ groups, and subject to any classification stated:
 - (i) Breast, where the tumour is classified as Tis according to the TNM classification;
 - (ii) Uterus, vagina, vulva or fallopian tubes where the tumour is classified as Tis according to the TNM classification or FIGO Stage 0;
 - (iii) Cervix uteri, classified as cervical intraepithelial neoplasia grade III (CIN III) or as Tis according to the TNM classification or FIGO Stage 0;
 - (iv) Ovary – include borderline ovarian tumours with intact capsule, no tumour on the ovarian surface, classified as T1aN0M0, T1bN0M0 (TNM classification) or FIGO 1A, FIGO 1B;
 - (v) Colon and rectum;
 - (vi) Penis;

- (vii) Testis;
- (viii) Lung;
- (ix) Liver;
- (x) Stomach and esophagus;
- (xi) Urinary tract, for Carcinoma-in-situ of bladder, stage Ta of papillary carcinoma is included;
- (xii) Nasopharynx;
- (xiii) Tumour of prostate histologically described as TNM Classification T1a or T1b or T1c or are of another equivalent or lesser classification including histological grade with Gleason's score of less than 7.

"FIGO" shall refer to the classification of the Federation Internationale de Gynecologie et d'Obstetrique.

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

6. "**Carcinoma-in-situ Benefit**" shall mean the benefit payable in accordance to Benefit 1.2.
7. "**Chinese Medical Practitioner**" shall mean a duly qualified practitioner of Chinese medicine registered and legally authorised in the geographical area of his practice to practice Chinese medicine and to render acupuncture treatment, but excludes the Insured Person, Policyholder, Beneficiary, their respective business partners and relatives.
8. "**Company/We/Us**" shall refer to AXA General Insurance Hong Kong Limited.
9. "**Dietician**" shall mean a duly qualified practitioner in the field of nutrition and dietetics registered and legally authorised in the geographical area of his practice to render dietician consultation services, but excludes the Insured Person, Policyholder, Beneficiary, their respective business partners and relatives.
10. "**Early Stage Cancer**" shall mean the presence of one of the following malignant conditions:
 - (i) Tumour of the thyroid histologically classified as T1N0M0 according to the TNM classification;
 - (ii) Chronic lymphocytic leukaemia classified as RAI Stage I or II;
 - (iii) Hodgkin's lymphoma Stage I by the Cotswolds classification staging system.

The diagnosis must be based on histopathological features and confirmed by a Medical Practitioner. Premalignant lesions and conditions, unless listed above, are excluded.
11. "**Early Stage Cancer Benefit**" shall mean the benefit payable in accordance to Benefit 1.3.
12. "**Hong Kong SAR**" shall mean the Hong Kong Special Administrative Region.
13. "**Hospital**" shall mean a hospital which is legally authorised by the relevant government authority and provides facilities for major surgery and full time nursing service, and is not primarily a rest home or a place for alcoholics or drug addicts or a place for convalescence and/or rehabilitation (which includes, but not limited to, physiotherapy and occupational therapy).
14. "**Insured Person**" shall mean the person named as such in the Policy Schedule.
15. "**Medical Practitioner**" shall mean a person qualified by degree in western medicine who is legally authorised in the geographical area of his practice to render medical or surgical services, but excludes the Insured Person, Policyholder, Beneficiary, their respective business partners and relatives.
16. "**Original Commencement Date**" shall mean the original commencement date specified in the Policy Schedule. It is the month, day and year the Policy takes effect.
17. "**Palliative Care**" shall include medical and surgical treatment intended only for improving the quality of life in case of life threatening Cancers by relieving or soothing the signs and symptoms of the disease itself or the side effects of the treatment. It only provides relief of symptoms and suffering caused by Cancer but does not cure the disease.
18. "**Period of Insurance**" refers to the period for which this Policy is effective which is twelve (12) months as calculated from the Original Commencement Date of the Policy.
19. "**Policy**" shall mean this Policy, the Policy Schedule, endorsement(s) and amendment(s) signed by the authorised representatives of the Company, the application and any other schedule attached to this Policy.
20. "**Policyholder**" shall mean the applicant of this Policy who must be at least eighteen (18) years old, if applicable, and is the owner of this Policy.
21. "**Policy Anniversary**" shall mean same day and month each year as the Original Commencement Date.
22. "**Policy Schedule**" refers to the schedule attached to and incorporated in this Policy.

23. **“Pre-existing Conditions”** shall mean any condition or illness:
- (i) which had existed or has been existing prior to the Original Commencement Date of this Policy or reinstatement (whichever is later), or
 - (ii) for which the Insured Person has experienced symptoms or having signs (even if the Insured Person has not consulted a Medical Practitioner) prior to the Original Commencement Date of this Policy, or
 - (iii) where diagnostic tests showed the pathological existence of the condition or illness prior to the Original Commencement Date of this Policy.
24. **“Psychiatrist”** shall mean a person qualified by degree in psychiatry who is legally authorised in the geographical area of his practice to render psychiatric consultation or treatment, but excludes the Insured Person, Policyholder, Beneficiary, their respective business partners and relatives.
25. **“Psychologist”** shall mean a person qualified by degree in clinical psychology who is legally authorised in the geographical area of his practice to render psychological counseling services, but excludes the Insured Person, Policyholder, Beneficiary, their respective business partners and relatives.
26. **“Reasonable and Customary”** shall mean the charges for treatment, procedure, supplies or other medical services which are medically necessary but do not exceed the general level of charges at the location for such treatment, procedure, supplies or other medical services.
- In respect of treatment, procedure, supplies or other medical services, medically necessary means such treatment, procedure, supplies or other medical services which:
- (i) Are appropriate and consistent with the symptoms and findings or diagnosis and direct treatment of the Insured Person’s Cancer; and
 - (ii) Are in accordance with generally accepted standards of medical practice; and
 - (iii) Are not associated with treatment, procedure, supplies or other medical services of an experimental or investigative nature; and
- Cannot have been omitted without adversely affecting the Insured Person’s medical condition.
27. **“Sum Insured”** shall mean the sum insured as stated in the Policy Schedule.

Part 2

Covered Services

Benefit (1) Lump Sum Benefit

The total amount of benefits payable for Benefits 1.1, 1.2 and 1.3 shall not exceed the Sum Insured of this Policy subject to all terms of this Policy.

Benefit 1.1 Cancer Benefit

Subject to the provisions contained herein and while this Policy is in force, we will pay a lump sum benefit equivalent to 100% of the Sum Insured of this Policy, net of any Carcinoma-in-situ Benefit and/or Early Stage Cancer Benefit which has been paid and/or approved by us to be payable under this Policy, to the Policyholder if the Insured Person is diagnosed to be suffering from Cancer.

The Cancer Benefit will only be payable once.

Benefit 1.2 Carcinoma-in-situ Benefit

Subject to the provisions contained herein and while this Policy is in force, we will pay an advance lump sum benefit equivalent to 30% of the Sum Insured of this Policy to the Policyholder if the Insured Person is diagnosed to be suffering from Carcinoma-in-situ.

The benefit is payable for multiple claims but limited to one (1) claim per organ. No claim can be made for the same organ under Benefit 1.2 and Benefit 1.3.

For the avoidance of doubt, if an organ in the body has both a left and a right component (such as, but not limited to, the fallopian tubes or the breasts), the left side and right side of the organ shall be considered as one and the same organ.

Once the Carcinoma-in-situ Benefit has been paid, the Cancer Benefit will be reduced by the same amount accordingly. The premium payable after a claim of Carcinoma-in-situ Benefit will not be reduced with respect to this change in the amount of benefit.

Benefit 1.3 Early Stage Cancer Benefit

Subject to the provisions contained herein and while this Policy is in force, we will pay an advance lump sum benefit equivalent to 30% of the Sum Insured of this Policy if the Insured Person is diagnosed to be suffering from Early Stage Cancer. The benefit is payable for multiple claims but limited to one (1) claim per organ. No claim can be made for the same organ under Benefit 1.2 and Benefit 1.3.

For the avoidance of doubt, if an organ in the body has both a left and a right component (such as, but not limited to, the fallopian tubes or the breasts), the left side and right side of the organ shall be considered as one and the same organ.

Once the Early Stage Cancer Benefit has been paid, the Cancer Benefit will be reduced by the same amount accordingly. The premium payable after a claim of Early Stage Cancer Benefit will not be reduced with respect to this change in the amount of benefit.

Benefit (2) Medical Consultation and Caring Benefits

Benefit 2.1, Benefit 2.2, Benefit 2.3 and Benefit 2.4 below shall become effective for a period of twelve (12) calendar months starting from the date of diagnosis of Cancer subject to the payment of Benefit 1.1 and all terms of this Policy. For the avoidance of doubt, the benefits entitlement under this section (2) will expire regardless of whether the benefits have been utilised or not.

Benefit 2.1 Chinese Herbalist Consultation

Subject to the limit shown in the Benefit Details, we will reimburse the Reasonable and Customary charges actually incurred for the Insured Person's consultation with a Chinese Medical Practitioner.

Benefit 2.2 Dietician Consultation

Subject to the limit shown in the Benefit Details, we will reimburse the Reasonable and Customary charges actually incurred for the Insured Person's consultation with a Dietician.

Benefit 2.3 Psychological Counselling

Subject to the limit shown in the Benefit Details, we will reimburse the Reasonable and Customary charges actually incurred for the Insured Person's counseling or consultation with a Psychologist or a Psychiatrist.

Benefit 2.4 Palliative Care Benefit

Subject to the limit shown in the Benefit Details, we will reimburse the Reasonable and Customary charges actually incurred by the Insured Person for Palliative Care.

Part 3

Exclusions

- (a) No benefit is payable under this Policy for any Cancer, Carcinoma-in-situ and Early Stage Cancer, diagnosed or with the signs or symptoms of which first occurred within ninety (90) days following the Original Commencement Date as specified in the Policy Schedule of this Policy or reinstatement (whichever is later).
- (b) No benefit is payable under this Policy for any Cancer, Carcinoma-in-situ and Early Stage Cancer, resulting from, or caused or contributed by (in whole or in part) AIDS or HIV.
- (c) No benefit is payable under this Policy for Cancer, Carcinoma-in-situ and Early Stage Cancer if the Insured Person has survived for less than fourteen (14) days following the diagnosis of Cancer, Carcinoma-in-situ and Early Stage Cancer.
- (d) No benefit is payable under this Policy for any Cancer, Carcinoma-in-situ and Early Stage Cancer resulting directly or indirectly from or caused or contributed by (in whole or part) any of the following:
 1. Intoxication by alcohol or drugs not prescribed by a Medical Practitioner; or
 2. Any self-inflicted injury or suicide, whether sane or insane; or
 3. Any Pre-Existing Condition; or
 4. Nuclear, biological or chemical contamination (NBC), war and terrorism; or
 5. Violation or attempted violation of the law or resistance to arrest or participation in any criminal act; or
 6. Any congenital conditions.

Sanction Limitation and Exclusion Clause

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America.

Part 4

General Conditions

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

Premium

(a) **Payment of Premium**

Premiums are payable on or before the premium due dates. Premiums are payable monthly or annually by any method which we make available. Premiums are not guaranteed and may be changed by the Company at any of the Policy Anniversary.

(b) **Grace Period**

You are allowed a grace period of thirty (30) days after the due date for payment of each premium after the anniversary date. This Policy will continue to be in effect during this grace period.

If such due premium is still unpaid at the end of the grace period, this Policy is no longer in effect from the premium due date.

Notice

Every notice or communication to the Company shall be in writing and sent to the Company.

Condition Precedent to Liability

The truth of any statement or declaration made by a Policyholder and the due observance and the fulfilment of the terms, conditions and provisions of this Policy by the Policyholder and in so far as they relate to anything to be done, or complied with, by the Policyholder shall be condition precedent to any liability of the Company. The costs of obtaining any information reasonably required by the Company for verification shall be borne by the Policyholder.

Misrepresentation/Fraud/Non-disclosure

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

Misstatement of Age

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

Renewal

The Policy is in effect subject to the conditions contained herein for an initial period of one (1) calendar year from the Original Commencement Date. The Policyholder will receive a renewal notice forty five (45) days before the Policy Anniversary. This Policy shall be automatically renewed at each Policy Anniversary by the Policyholder by paying the premium due on or before the premium due date during a policy year subject to the availability of the Policy. The Company reserves the right to amend premium rates, benefits, terms and conditions upon Policy renewal.

Change in Conditions and Premium Terms

The Company is authorised to apply any change in premium rates, benefits, terms and conditions to any current Policy. The Company shall inform Policyholder in writing, forty five (45) days before the Policy Anniversary, of any change. The Policyholder has a right to cancel the Policy in writing within thirty (30) days before the Policy Anniversary.

Premium change on the basis of the age of the Insured Person shall not be considered as change as referred to above.

Change in Risk

Before each renewal of the Policy, the Policyholder must notify the Company in writing of any disease, illness, sickness, or injury, physical defect or infirmity of which the Policyholder has become aware or been affected.

Co-operation

As a condition precedent to the Company's liability, the Insured Person, Policyholder or his/her representatives, upon making a claim, shall co-operate fully with the Company and will fully and faithfully disclose all material facts and matters which the Policyholder knows or ought to know and will upon request execute any document to empower the Company to obtain relevant information from, including but not limited to, any doctors, hospitals, third party administrators or other sources.

The Company may appoint independent third party administrators or service providers to settle claims on its behalf. Consequently all rights reserved by the Company in respect of claim procedure equally apply to such third parties acting on the Company's behalf.

Notification & Proof of Loss

Written notice of illness or disease on which claim may be based and which is covered by this Policy must be given to the Company or its appointed representatives immediately after the occurrence or commencement.

Written proof of loss shall cover the occurrence, character and extent of loss. The proof of loss documents shall include a fully completed claim form supplied by the Company and all original bills and receipts (if applicable) which stating full particulars of such event, as date of treatment, name of patient and medical attendant as well as a specific treatment or services rendered from the clinic of a Chinese Medical Practitioner, Dietician, Medical Practitioner, Psychiatrist, Psychologist or the Hospital to which the claim relates at the Policyholder's expenses.

If the supporting documents of a claim are in a language other than Chinese or English, the Policyholder must undertake to obtain a certified translation of the documents in Chinese or English before the claim is submitted to the Company for processing.

Claims Procedures

The Policyholder shall submit written notice and all proof of loss documents to the Company within ninety (90) days immediately after the Cancer, Carcinoma-in-situ or Early Stage Cancer was first diagnosed and for treatment received for Benefit (2) above.

The Company may in the case of any claim require the submission at the expense of the claimant of information, certificates, evidence, medical reports and other data or materials, reasonably required by the Company.

The Company shall not accept liability for any claim if the required information is received by the Company after four (4) weeks from the issue date of any written request(s) from the Company requesting such further information, unless otherwise agreed and approved by the Company. Failure to comply within the time required in these rules shall invalidate the claim whereby no benefit shall be payable.

All benefits shall be payable in Hong Kong dollars.

Examination

The Company shall have the right and opportunity through its medical representatives to examine the Insured Person whenever and as often as it may reasonably require within the duration of any claim.

Duplicate Application

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

Reinstatement

If this Policy is lapsed due to non-payment of premiums, this Policy may be reinstated at our absolute discretion within sixty (60) days from the lapsation date provided that we receive a written application for reinstatement from the Policyholder and

- (1) provide proof satisfactory to us that the Insured Person is still insurable; and
- (2) pay all overdue premiums with interest.

Any reinstated policy will only cover loss or claims incurred (whether reported or not) after the date of reinstatement.

Assignment

This Policy is neither transferable nor assignable to any other person by you and shall not be subject to any trust or lien or charge or any kind by you. The Company shall be entitled to without the consent of the Policyholder assign any of its rights and duties under this Policy.

Cancellation

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

The Company shall have the right to terminate the Policy, or to revise the terms and conditions of this Policy if the Policyholder failed to act in utmost good faith. The Company will give the Policyholder a written notice at least seven (7) days before such termination or revision. For such termination, the Policyholder shall be entitled to a pro-rata refund of the premium paid provided that no claims have been paid or are payable under this Policy in respect of that Insured Person.

Automatic Termination

The Policy shall automatically terminate on the earliest happening of the following events:

- (a) on death of the Insured Person; or
- (b) on cancellation by the Policyholder or by the Company; or
- (c) if the premium due is not received by the Company on or before any premium due date during a policy year; or
- (d) on the Policy Anniversary on or immediately following the Insured Person's 80th birthday; or
- (e) if the Company decides to terminate the Cancer Care Insurance Plan; or
- (f) upon expiry of the twelve (12) calendar month period of Benefit 2; or
- (g) when the aggregated amount payable under Benefit 1.2 and/or Benefit 1.3 reaches 100% of the Sum Insured.

Applicable Law

This Policy, and all rights, obligations and liabilities arising hereunder, shall be construed, determined and enforced in accordance with the laws of the Hong Kong SAR and the courts of the Hong Kong SAR shall have exclusive jurisdiction hereto.

Legal Proceedings

No action at law or in equity shall be brought to recover on this Policy prior to expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirement of this Policy. If the Policyholder shall fail to supply the requisite proof of loss as stipulated by the terms, conditions and provisions of the Policy, the Policyholder may, within a grace period of one (1) calendar year from the time that the written proof of loss to be furnished, submit the relevant proof of loss to the Company with cogent reason(s) for the failure to comply with Policy terms, conditions and provisions. The acceptance of such proof of loss shall be at sole and entire discretion of the Company. After such grace period has expired, the Company will not accept for any reason whatsoever, such written proof of loss.

Arbitration

All differences arising out of this Policy shall be referred to an arbitrator who shall be appointed in writing by the parties in difference. In the event they are unable to agree on who is to be the arbitrator within one (1) calendar month of being required in writing to do so then both parties shall be entitled to appoint an arbitrator each who shall proceed to hear the differences together with an umpire to be appointed by both arbitrators. However this is provided that any disclaimer of liability by the Company for any claim hereunder must be referred to an arbitrator within twelve (12) calendar months from the date of such disclaimer.

Alterations

The Company reserves the right to amend terms, conditions and provisions of this Policy upon renewal of this Policy. No alteration to this Policy or any document forming part thereof shall be valid unless authorised by the Company and such approval is endorsed thereon.

Errors and Omission

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

Third Party Rights

Any person or entity that is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong SAR) to enforce any terms of this Policy.

Part 5

Conditions for Eligibility and Participations

Persons eligible to be covered under this Policy must be

- (a) persons who legally reside in the Hong Kong SAR with Hong Kong identity card;
- (b) age from fourteen (14) days to sixty (60) years old (inclusive) on the date of first time application under the Policy. Cover may be renewed up to seventy-nine (79) years old.

Levy collected by the Insurance Authority has been imposed on this policy at the applicable rate. For further information, please visit www.axa.com.hk/ia-levy or contact AXA at (852) 2867 8678.

Important Notes:

The above policy is underwritten by **AXA General Insurance Hong Kong Limited ("AXA")**, which is authorised and regulated by the Insurance Authority of the Hong Kong SAR. AXA will be responsible for providing your insurance coverage and handling claims under your policy. The Hongkong and Shanghai Banking Corporation Limited is registered in accordance with the Insurance Ordinance (Cap. 41 of the Laws of Hong Kong) as an insurance agent of AXA for distribution of general insurance products in the Hong Kong SAR.