

Terminal Illness Benefit

This Supplementary Benefit (i.e. Terminal Illness Benefit) forms part of the Policy. Should any provisions of this Supplementary Benefit be inconsistent with any provisions of the Policy, the former shall prevail for the purpose of this Supplementary Benefit. Definitions used in this Supplementary Benefit where defined in the Policy shall have the same meaning as in the Policy except where specifically provided for in this Supplementary Benefit.

1. Definitions

“Date of Terminal Illness” means the commencement of Terminal Illness as determined by us on the basis of evidence we receive regarding the Terminal Illness and the advice of a Registered Medical Practitioner specified by us.

“Terminal Illness” shall mean a condition, which in the opinion of a Registered Medical Practitioner is highly likely to lead to death within 365 days from the date of notification and in medical terms, it is a fatal condition known to lead to death within 365 days. The condition and/or its signs or symptoms, if any must first occur or commence more than 90 days following the Issue Date, the effective date of last reinstatement, or Policy Date, where applicable and whichever is the latest. The proof of loss must be satisfactory to us and the above diagnosis of Terminal Illness must be made in Hong Kong and certified by two separate Registered Medical Practitioners who are specified by us.

“Registered Medical Practitioner” means any Medical Practitioner duly qualified and legally registered as such under the Medical Registration Ordinance of the Hong Kong Special Administrative Region or any amendment thereto, or otherwise authorised and entitled to practise western medicine in any other country as accepted by us in accordance with the laws of that country and who is other than the Life Insured or the Policyholder or a member of the Life Insured’s or the Policyholder’s immediate family.

2. Benefit

If the Life Insured suffers from Terminal Illness, we will pay 100% of Death Benefit in advance for one Terminal Illness only and for one time payment only, even if the Life Insured is diagnosed as having more than one Terminal Illness, provided that:

- (a) this Policy was in force at the Date of Terminal Illness; and
- (b) the Date of Terminal Illness occurred before the Policy Anniversary at which the Life Insured’s Insurance Age is sixty-five.
- (c) when the Terminal Illness Benefit becomes payable and 100% of the Death Benefit has been paid in advance, the Policy together with all supplementary benefits (if any) will be terminated.

3. Exceptions

“Terminal Illness” does not include:

- (a) Any pre-existing condition from which the Life Insured was suffering prior to the Issue Date of this Policy or the effective date of this Benefit or the effective date of last reinstatement, whichever is the latest; or
- (b) Any Human Immunodeficiency Virus (HIV) or any HIV-related illness including Acquired Immune Deficiency Syndrome (AIDS) or any mutations, derivation or variations thereof.

4. Claims

A claim must be made within 90 days of the Life Insured becoming aware that he is suffering from a Terminal Illness, and whilst this Policy is in force, unless it is shown that it was not reasonably possible to make such a claim within that time period, and that the claim was made as soon as was reasonably possible.

We will pay the Terminal Illness Benefit only when we receive written proof of claim satisfactory to us.

Proof of claim shall include:

- (a) evidence of the Terminal Illness of the Life Insured and the cause of such illness. We may require, as part of due proof, that the Life Insured be examined by a Registered Medical Practitioner designated by us;
- (b) this Policy; and
- (c) any other information which we may reasonably require to establish the validity of the claim.

5. Termination

This Supplementary Benefit will automatically terminate from the earliest of the following dates:

- (a) if whenever applicable, this Policy terminates, expires, lapses, or is surrendered in accordance with the relevant provisions of this Policy;
- (b) on the payment of this Supplementary Benefit; and
- (c) on the Policy Anniversary at which the Life Insured's Insurance Age is sixty-five.

6. Rights of Third Parties

This Supplementary Benefit forms part of the Policy and no person other than you and us will have any rights to enforce the provisions of this Supplementary Benefit.