

Policy Schedule 2

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Please refer to Meanings and Definitions in provision A1 for the defined terms. Please refer to provision B for benefit details. Please note that Exclusions in provision B3 apply.

1. Acute Necrohemorrhagic Pancreatitis

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

- The necessary treatment is surgical clearance of necrotic tissue or pancreatectomy; and
- The diagnosis is based on histopathological features and confirmed by a Registered Medical Practitioner who is a specialist.

Pancreatitis due to alcohol or drug abuse is excluded.

2. AIDS/HIV due to Blood Transfusion

Infection with the Acquired Immune Deficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV) through a blood transfusion, provided that all of the following conditions are met:

The blood transfusion was medically necessary or given as part of a medical treatment;

- The blood transfusion was received in Hong Kong SAR after the Policy Date, date of Policy Endorsement or effective date of last reinstatement, whichever is the latest;
- The blood transfusion is received on the advice of and under the regular care and attention of a Registered Medical Practitioner who is a specialist in the relevant field and is received in a legally constituted Hospital in Hong Kong SAR; and
- Certification is received from the Registered Medical Practitioner who is a specialist in the relevant field performing the relevant blood transfusion and from the legally constituted blood or blood product supplier in Hong Kong SAR which supplied the particular blood or blood product for the relevant transfusion confirming that the Life Insured is infected by AIDS or HIV through blood transfusion.

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

3. Alzheimer's Disease

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

Non-organic brain disorders such as neurosis and psychiatric illnesses; and drug or alcohol related organic brain disorder are excluded.

4. Amyotrophic Lateral Sclerosis (ALS)

Characterised by muscular weakness and atrophy, evidence of anterior horn cell dysfunction, visible muscle fasciculations, spasticity, hyperactive deep tendon reflexes and extensor plantar reflexes, evidence of corticospinal tract involvement, dysarthric and dysphagia. Diagnosis must be confirmed by electromyography or equivalent.

5. Apallic Syndrome

Universal necrosis of the brain cortex with the brainstem intact. This diagnosis must be definitely confirmed by a Registered Medical Practitioner who is a neurologist. This condition has to be medically documented for at least one (1) month.

6. Aplastic Anaemia

Chronic persistent bone marrow failure which results in anaemia, neutropenia and thrombocytopenia, and requiring bone marrow transplantation or any one (1) of the following treatments:

- Blood product transfusion
- Marrow stimulating agents
- Immunosuppressive agents
- Bone marrow or haematopoietic stem cell transplantation

The diagnosis of Aplastic Anaemia must be confirmed by a bone marrow biopsy.

7. Bacterial Meningitis

A bacterial infection of the meninges of the brain causing severe inflammation and brain dysfunction. There must also be permanent residual neurological deficit. The diagnosis of Bacterial Meningitis must be confirmed by: (a) a Registered Medical Practitioner who is a neurologist; and (b) a lumbar puncture confirming the presence of bacterial infection in the cerebrospinal fluid.

8. Benign Brain Tumour

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

Conditions such as cysts, granulomas, malformations in the arteries or veins of the brain, haematomas, tumours of the pituitary gland or spinal cord and tumours of the skull base are not covered.

9. Biliary Atresia having undergone Liver Transplantation

Biliary Atresia (BA) is a progressive, idiopathic, fibro-obliterative disease of the extra-hepatic biliary tree that presents with biliary obstruction and has undergone liver transplantation or is on a registered liver transplantation waiting list.

The diagnosis should be confirmed by a Registered Medical Practitioner who is a gastroenterologist with supporting evidence including imaging, laboratory tests and liver biopsy.

Biliary atresia due to other disease is excluded.

10. Blindness

Total, permanent and irreversible loss of all vision in both eyes as a result of illness or Accident, where any one of the following conditions is met:

- The best corrected visual acuity in both eyes must be 6/60 or less using a Snellen Chart or equivalent test; or
- the best corrected visual field in both eyes must be twenty (20) degrees or less.

The diagnosis must be certified by an ophthalmologist's report issued by a Registered Medical Practitioner who is an ophthalmologist.

11. Cancer

A malignant tumour, characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissue. The cancer must be confirmed by histological evidence of malignancy on a pathology report. The term cancer includes leukemia, lymphoma, and Hodgkin's disease.

The following cancers are excluded:

- All tumours which are histologically described as benign, pre-malignant or dysplasia;
- Any lesion described as carcinoma in-situ;
- All skin cancers other than malignant melanomas;
- Cervical intra-epithelial neoplasia (CIN I, CIN II, or CIN III) or squamous intra-epithelial lesion;
- Tumours of the ovary classified as T1aN0M0 or FIGO 1A;
- Prostate cancers which are histologically described as TNM Classification T1a or T1b or are of another equivalent or lesser classification;
- Chronic lymphocytic leukaemia less than RAI Stage 3;
- Any tumour of the thyroid histologically classified as T1N0M0 or a lower stage according to the TNM Classification.

12. Cardiomyopathy

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

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

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

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

13. Cerebral Aneurysm Requiring Surgery

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

14. Cerebral Metastasis

Evidence of metastatic cancer of the brain where the primary lesion cannot be established.

15. Chronic Adrenal Insufficiency

An autoimmune disorder causing a gradual destruction of the adrenal gland resulting in the need for life long glucocorticoid and mineral corticoid replacement therapy. The disorder must be confirmed by a Registered Medical Practitioner who is a specialist in endocrinology through one of the following:

- ACTH stimulation tests;
- Insulin-induced hypoglycemia test;
- Plasma ACTH level measurement;
- Plasma Renin Activity (PRA) level measurement.

Only autoimmune cause of primary adrenal insufficiency is included. All other causes of adrenal insufficiency are excluded.

16. Chronic Auto-immune Hepatitis

A chronic necro-inflammatory liver disorder of unknown cause associated with circulating auto-antibodies and a high serum globulin level. The following criteria for a valid claim must all be satisfied:

- Hypergammaglobulinaemia
- The presence of at least one of the following auto-antibodies:
 - (i) Anti-nuclear antibodies
 - (ii) Anti-smooth muscle antibodies
 - (iii) Anti-actin antibodies
 - (iv) Anti-LKM-1 antibodies
- Liver biopsy confirmation of the diagnosis of auto-immune hepatitis

The diagnosis of auto-immune hepatitis must be confirmed by a Registered Medical Practitioner who is a hepatologist.

17. Chronic Obstructive Lung Disease

Severe chronic obstructive lung disease requiring extensive and permanent oxygen therapy as well as FEV 1 test result of consistently less than one (1) litre.

The unequivocal diagnosis must be confirmed by a Registered Medical Practitioner who is a specialist in respiratory medicine.

18. Chronic Relapsing Pancreatitis

An unequivocal diagnosis of Chronic Relapsing Pancreatitis, made by a Registered Medical Practitioner who is a specialist in gastroenterology and confirmed as a continuing inflammatory disease of the pancreas characterized by irreversible morphological change and typically causing pain and/or permanent impairment of function. The condition must be confirmed by pancreatic function tests and radiographic and imaging evidence. Relapsing Pancreatitis caused directly or indirectly, wholly or partly, by alcohol is excluded.

19. Coma

A state of unconsciousness with no reaction to external stimuli or internal needs, which is associated with a permanent neurological deficit. The Coma must persist for at least ninety-six (96) hours and require intubation and mechanical ventilation to sustain life. The Coma must be confirmed by a Registered Medical Specialist who is a neurologist.

Coma resulting directly from self-inflicted injury, alcohol or drug abuse is excluded.

20. Coronary Artery Bypass Surgery

The actual undergoing of open-heart surgery to correct narrowing or blockage of one or more coronary arteries with insertion of bypass graft(s). The procedure must be considered medically necessary by a Registered Medical Practitioner who is a consultant cardiologist.

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

21. Creutzfeldt-Jacob Disease

Creutzfeldt-Jacob Disease is an incurable brain infection that causes rapidly progressive deterioration of mental function and movement. A Registered Medical Practitioner who is a neurologist must make a definite diagnosis of Creutzfeldt-Jacob Disease based on clinical assessment, EEG and imaging. There must be objective neurological abnormalities on exam along with severe progressive dementia.

22. Crohn's Disease

Crohn's Disease is a chronic, transmural inflammatory disorder of the bowel. To be considered as severe, there must be evidence of continued inflammation in spite of optimal therapy, with all of the following having occurred:

- Stricture formation causing intestinal obstruction requiring admission to Hospital, and
- Fistula formation between loops of bowel, and
- At least one (l) bowel segment resection.

The diagnosis must be made by a Registered Medical Practitioner who is a gastroenterologist and be proven histologically on a pathology report and/or the results of sigmoidoscopy or colonoscopy.

23. Dissecting Aortic Aneurysm

A condition where the inner lining of the aorta (intima layer) is interrupted so that blood enters the wall of the aorta and separates its layers. For the purpose of this definition, aorta shall mean the thoracic and abdominal aorta but not its branches. The diagnosis must be made by a Registered Medical Practitioner who is a specialist with computed tomography (CT) scan, magnetic resonance imaging (MRI), magnetic resonance angiograph (MRA) or angiogram. Emergency surgical repair is required.

24. Ebola

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

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

25. Eisenmenger's Syndrome

Development of severe pulmonary hypertension and shunt reversal resulting from heart condition. The diagnosis must be made by a Registered Medical Practitioner who is a specialist with echocardiography and cardiac catheterisation and supported by the following criteria:

- Mean pulmonary artery pressure is higher than forty (40) mmHg;
- Pulmonary vascular resistance is higher than three (3) mmHg.min/L (Wood units); and
- Normal pulmonary wedge pressure is lower than fifteen (15) mmHg.

26. Elephantiasis

Massive swelling in the tissues of the body as a result of destroyed regional lymphatic circulation by chronic filariasis infection. The unequivocal diagnosis of elephantiasis must be confirmed by a Registered Medical Practitioner who is a specialist physician. There must be clinical evidence of permanent massive swelling of legs, arms, scrotum, vulva, or breasts. There must also be laboratory confirmation of microfilariae infection.

Swelling or lymphedema caused by infection with a sexually transmitted disease, trauma, post-operative scarring, congestive heart failure, or congenital lymphatic system abnormalities is excluded.

27. Encephalitis

Severe inflammation of brain substance (cerebral hemisphere, brainstem or cerebellum) caused by viral infection and resulting in permanent neurological deficit. This diagnosis must be certified by a Registered Medical Practitioner who is a neurologist.

28. End Stage Liver Disease

Permanent and irreversible failure of liver function that has resulted in all three of the following:

- Permanent jaundice; and
- Ascites; and
- Hepatic encephalopathy.

Liver failure secondary to drug or alcohol abuse is excluded.

29. End Stage Lung Disease

Chronic and irreversible respiratory failure, as evidenced by all of the following:

- FEV1 test results consistently less than one (1) litre; and
- Requiring continuous permanent supplementary oxygen therapy for hypoxemia

30. Fulminant Viral Hepatitis

A submassive to massive necrosis of the liver by the Hepatitis virus, leading precipitously to liver failure. This diagnosis must be supported by all of the following:

- Rapid decreasing of liver size associated with necrosis involving entire lobules, and
- Rapid deterioration of liver enzymes; and
- Deepening jaundice; and
- Hepatic encephalopathy

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

31. Generalized Tetanus

Tetanus is an illness characterised by an acute onset of hypertonia, painful muscular contractions (including but not limited to the muscles of the jaw and neck) and generalized muscle spasms caused by tetanus toxin that is produced by clostridium tetani bacterium infection.

The diagnosis of Generalized Tetanus due to tetanus toxin must be confirmed by a Registered Medical Practitioner.

All the following criteria must be met to qualify for this benefit:

- Constant mechanical ventilation is instituted for at least three (3) days as a medically necessary treatment for Generalized Tetanus due to tetanus toxin; and
- Tetanus immune globulin is administered.

32. Haemolytic Streptococcal Gangrene

An infection of the superficial and/or deep fascia investing the muscles of an extremity or the trunk, progress being fulminant and needing immediate surgical intervention and debridement. Definitive diagnosis must be confirmed by culture and a Registered Medical Practitioner who is a specialist after surgical exploration.

33. Heart Attack

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

- A history of typical chest pain;
- New characteristic ECG changes indicating acute myocardial infarction at the time of the relevant cardiac incident; and either
 - (i) Elevation of cardiac enzymes (CPK-MB) at levels above the generally accepted laboratory levels of normal, or
 - (ii) Troponins recorded at a level of Troponin I higher than zero point five (0.5) ng/ml or higher.

34. Heart Valve Surgery

The actual undergoing of open-heart surgery to replace or repair one (1) or more heart valves, as a consequence of defects in, abnormalities of, or disease-affected cardiac valve(s). The surgery must be considered medically necessary by a Registered Medical Practitioner who is a consultant cardiologist and supported by appropriate investigations. Catheter based techniques including but not limited to, balloon valvotomy/valvuloplasty are excluded.

35. Hemiplegia

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

36. HIV Acquired due to Assault

Infection with the human immunodeficiency virus (HIV) where the virus is acquired as a result of a physical assault (that is the assault must have caused the HIV infection) on the Life Insured in Hong Kong SAR after the Policy Date, date of Policy Endorsement or effective date of last reinstatement, whichever is the latest; involving needlestick injury with a sharp instrument or blood-stained body fluid and where sero-conversion to the HIV infection occurs within one hundred and eighty (180) days of the assault. HIV infection resulting from or transmitted by any other means is specifically excluded from this Basic Plan (except for the following Critical Illness, namely "AIDS/HIV Due to Blood Transfusion", "HIV Acquired due to Assault", "Medically Acquired HIV Infection" and "Occupationally Acquired HIV").

Any assault causing a potential claim must have been reported to the police of Hong Kong SAR within twenty-four (24) hours and to us within fourteen (14) days of the assault and be supported by a negative HIV anti-body test taken within five (5) days after the documented assault. We must be given access to independently test all the blood samples and to take such added samples as we deem necessary or advisable.

The conditions must be life-threatening and there must exist no effective cure.

37. Infective Endocarditis

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

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

38. Kidney Failure

End stage renal disease, due to whatever cause or causes, with the Life Insured undergoing regular peritoneal dialysis or haemodialysis.

39. Loss of Hearing

Total permanent and irreversible loss of hearing (involving the loss of at least eighty (80) decibels in all frequencies of hearing) in both ears as a result of illness or injury. Medical evidence in the form of an audiometry and sound-threshold test must be provided, and the diagnosis of Loss of Hearing must be confirmed by a Registered Medical Practitioner who is an ear, nose and throat (ENT) specialist.

40. Loss of Independent Existence

Inability to perform at least three (3) of the "Activities of Daily Living" as defined in the Policy without assistance for a continuous period of at least six (6) months and leading to a permanent inability to perform the same. For the purpose of this definition, the word "permanent" shall mean beyond the hope of recovery with current medical knowledge and technology. The diagnosis of Loss of Independent Existence must be confirmed by a Registered Medical Practitioner.

The coverage of this Critical Illness will cease at age sixty -five (65) of the Life Insured. This Critical Illness does not cover any event caused by a psychiatric condition.

41. Loss of Limbs

Total, permanent and irrecoverable loss by severance of two (2) limbs at or above the elbow or knee.

42. Loss of One Eye and One Limb

The Life Insured has sustained both of the following:

- Irreversible loss of sight in one (1) eye (aided or unaided), where any one of the following conditions is met:
 - (i) The best corrected visual acuity in one (1) eye must be less than 6/60 using a Snellen Chart or equivalent test; or
 - (ii) The best corrected visual field in one (1) eye must be twenty (20) degrees or less. The diagnosis must be certified by an ophthalmologist's report issued by a Registered Medical Practitioner who is an ophthalmologist; and
- Total and irreversible severance of one (1) limb at or above the wrist or ankle

43. Loss of Speech

Total and permanent loss of the ability to produce intelligible speech due to physical damage to the vocal cords and that the loss of speech has lasted for more than six (6) months continuously.

44. Major Burns

Third (3rd) degree burns due to injury covering at least twenty percent (20%) of the body surface as measured by the Lund and Browder Surface Chart.

45. Major Head Trauma

Accidental head injuries resulting in residual brain damage to the extent that there is a permanent neurological deficit causing Significant Functional Impairment. "Significant Functional Impairment" means a Registered Medical Practitioner who is a neurologist has assessed the Life Insured as scoring five (5) or less on the eight (8) point version of the Glasgow Outcome Scale of Head Injuries or equivalent levels of functional impairment on a similar scale which has been generally accepted in medical literature.

46. Major Medical Treatment

For this benefit to be payable the Life Insured must fulfill all the following three (3) criteria within the same hospitalization period:

- (a) Undergone a Complex Surgery as per the definition stated below, and
- (b) Qualified ICU stay for continuous five (5) days or more, and
- (c) Receiving invasive life support

“Intensive Care Unit” or “ICU” shall mean a part or unit of a Hospital established for and devoted to providing intensive medical and nursing care for critically-ill patients. ICU shall include: high dependency unit, intensive therapy unit, intensive care unit, coronary care unit/cardiac care unit, neuro intensive care unit, paediatric intensive care unit and neonatal intensive care unit. For the avoidance of doubt, any post-operative recovery room, emergency care centre, observation unit or any unit other than ICU providing specialised resuscitation, monitoring or treatment procedures shall not be considered as an ICU.

“Invasive Life Support” shall mean mechanical ventilation through tracheal intubation, the use of left ventricular assist device (LVAD), intra-aortic balloon pump (IABP) or Extracorporeal Membrane Oxygenation (ECMO), for the purpose of sustaining life. For the avoidance of doubt, ventilation by any non-invasive ventilator such as CPAP, BiPAP or face mask, shall not be considered as Invasive Life Support.

- “Qualified ICU Stay” shall mean a stay in an ICU where all of the following criteria must be met:
 - (a) The stay in ICU must be confirmed as medically necessary by a Registered Medical Practitioner;
 - (b) Any stay in ICU in the mainland China must be at a Designated Mainland China Hospital which is recognised as Grade III Level A (3A) Hospitals by the mainland China;
 - (c) The stay in ICU must not be related to or must not arise as a direct or indirect result of:
 - (i) A cosmetic treatment performed on the Life Insured unless it is necessitated by injury and it is performed within ninety (90) days of the Accident;
 - (ii) The Life Insured’s pregnancy, surrogacy, childbirth or termination of pregnancy, birth control, infertility or human assisted reproduction, or sterilisation of either sexes;
 - (iii) Mental disorder, psychological or psychiatric conditions, behavioural problems or personality disorder of the Life Insured;
 - (iv) Primarily for physiotherapy or for the investigation of signs and/or symptoms with diagnostic imaging, laboratory investigation or other diagnostic procedures; or
 - (v) Experimental and/or unconventional medical technology, procedure or therapy performed on the Life Insured; or novel drugs, medicines or stem cell therapy not yet approved by the government, relevant authorities and recognised medical association in the locality.

- List of Complex Surgery (The list is not exhaustive and may be subject to changes from time to time)

Organs	Surgery
Bladder, ureter and urethra	Radical/total cystectomy, open or laparoscopic
	Formation of ileal conduit, including ureteric implantation
Brain	Craniectomy
	Clipping of intracranial aneurysm
	Wrapping of intracranial aneurysm
	Excision of arteriovenous malformation, intracranial
	Excision of acoustic neuroma
	Excision of brain tumour or brain abscess
	Excision of cranial nerve tumour
Excision of brain, including lobectomy	
Ear	Operation on cochlea and/or cochlear implant
Fracture/dislocation	Closed/open reduction of fracture of acetabulum with internal fixation
Heart	Coronary artery bypass graft (CABG)
	Cardiac transplantation
	Closed heart valvotomy
	Open heart valvuloplasty
	Valve replacement
Jejunum, ileum and large intestine	Anterior resection of rectum, open or laparoscopic
	Abdominoperineal resection, open or laparoscopic
	Colectomy, open or laparoscopic
	Low anterior resection of rectum, open or laparoscopic
Joint	Arthrodesis of knee/hip
	Excisional arthroplasty of hip/knee with local antibiotic delivery
	Total shoulder replacement
	Total knee replacement
	Total hip replacement
Kidney	Nephrectomy, partial/lower pole
	Kidney transplant
Liver	Liver transplantation
	Segmentectomy of liver, open or laparoscopic
Oesophageal/ stomach/duodenum	Oesophagectomy
	Total oesophagectomy and interposition of intestine
	Partial gastrectomy with anastomosis to oesophagus
	Proximal gastrectomy/radical gastrectomy/total gastrectomy +/- intestinal interposition
Pancreas	Pancreaticoduodenectomy (Whipple's Operation)
Pineal gland	Total excision of pineal gland
Pituitary Gland	Operation of pituitary tumour
Prostate	Radical prostatectomy, open or laparoscopic
Respiratory system	Laryngectomy +/- radical neck resection
	Lobectomy of lung/pneumonectomy

Spine	Artificial cervical disc replacement
	Anterior spinal fusion (excluding cervical/cervicothoracic/C4/5 and C5/6 and locking plate)
	Anterior spinal fusion with instrumentation
	Excision of intraspinal tumour, extradural or intradural
	Laminectomy with discectomy
	Posterior spinal fusion, (excluding thoracic/cervico-thoracic/thoracolumbar/T5 to L1/atlas-axis)
	Posterior spinal fusion with instrumentation
	Spinal fusion +/- foraminotomy +/- laminectomy +/- discectomy
	Spine osteotomy
Uterus	Radical abdominal hysterectomy
	Pelvic exenteration
Vagina	Radical vaginectomy
Vessels	Intra-abdominal venous shunt/spleno-renal shunt/portal-caval shunt
	Resection of abdominal vessels with replacement/anastomosis

47. Major Organ Transplant

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

- Transplant of one (1) of the following human organs to treat irreversible end-stage failure of the same: heart, lung, liver, kidney, pancreas or bone marrow.

48. Medically Acquired HIV Infection

The Life Insured being infected by Human Immunodeficiency Virus (HIV) provided that:

- The infection is due to an operation or a medical or dental procedure after the Policy Date, date of Policy Endorsement or effective date of last reinstatement, whichever is the latest; and
- The institution which provided the operation or the medical or dental procedure admits liability or there is a final court verdict that cannot be appealed indicating such liability; and
- The infected Life Insured is not a hemophiliac.

The incident must have been reported to appropriate authorities and have been investigated in accordance with the established procedures.

This benefit will not apply in the event that any medical cure is found for AIDS or the effects of the HIV virus or a medical treatment is developed that results in the prevention of the occurrence of AIDS.

Infection in any other manner, including infection as a result of sexual activity or recreational intravenous drug use is excluded. We must have open access to all blood samples of the Life Insured and reserves the right to obtain independent testing of such blood samples.

49. Medullary Cystic Disease

Medullary Cystic Disease where the following criteria are met:

- The presence in the kidney of multiple cysts in the renal medulla accompanied by the presence of tubular atrophy and interstitial fibrosis;
- Clinical manifestations of anaemia, polyuria, and progressive deterioration in kidney function; and
- The diagnosis of Medullary Cystic Disease is confirmed by renal biopsy.

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

50. Motor Neurone Disease

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

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

51. Multiple Sclerosis

A definite diagnosis by a Registered Medical Practitioner who is a neurologist must be made confirming more than one (1) episode of well-defined neurological deficit which satisfies the following two (2) criteria:

- (a) There must be permanent functional neurological impairment with objective evidence of motor or sensory dysfunction, and
- (b) The diagnosis must also be confirmed with objective neurological investigations, such as lumbar puncture, evoked visual responses, evoked auditory responses and computed tomography (CT) Scan or magnetic resonance imaging (MRI) evidence of lesions of the central nervous system.

52. Muscular Dystrophy

A group of hereditary degenerative diseases of muscle characterized by weakness and atrophy of muscle. The diagnosis of muscular dystrophy must be unequivocal and made by a Registered Medical Practitioner who is a consultant neurologist. The condition must result in the inability of the Life Insured to perform (whether aided or unaided) at least three (3) of the five (5) "Activities of Daily Living" for a continuous period of at least six (6) months.

53. Myasthenia Gravis

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

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

Myasthenia Gravis Foundation of America Clinical Classification:

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

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

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

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

Class V: Intubation needed to maintain airway.

54. Myelofibrosis

A disorder which can cause fibrous tissue to replace the normal bone marrow and results in anaemia, low levels of white blood cells and platelets and enlargement of the spleen. The condition must have progressed to the point that it is permanent and the severity is such that the Life Insured requires a blood transfusion at least monthly. The diagnosis of Myelofibrosis must be supported by bone marrow biopsy and confirmed by a Registered Medical Practitioner who is a specialist.

55. Necrotising Fasciitis

Necrotizing fasciitis is a progressive, rapidly spreading, infection located in the deep fascia causing necrosis of the subcutaneous tissues. An unequivocal diagnosis of necrotizing fasciitis must be made by a Registered Medical Practitioner who is a specialist and the diagnosis must be supported with laboratory evidence of the presence of bacteria that is a known cause of necrotising fasciitis. There must also be widespread destruction of muscle and other soft tissues that results in a total and permanent loss or function of the affected body part.

56. Occupationally Acquired HIV

Infection with the Human Immunodeficiency Virus (HIV) which resulted from an Accident occurring after the Policy Date, date of Policy Endorsement or effective date of last reinstatement, whichever is the latest whilst the Life Insured was carrying out the normal professional duties of his or her occupation in Hong Kong SAR, provided that all of the following are proven to the Company's satisfaction:

- Proof of the accident giving rise to the infection;
- Proof that the Accident involved a definite source of the HIV infected fluids;
- Proof of sero-conversion from HIV negative to HIV positive occurring during the one-hundred and eighty (180) days after the documented Accident. This proof must include a negative HIV antibody test conducted within five (5) days of the Accident; HIV infection resulting from any other means including sexual activity and the use of intravenous drug is excluded. Accident causing a potential claim must be reported to us within fourteen (14) days of the Accident.

57. Other Serious Coronary Artery Disease

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

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

58. Paralysis of Limbs

Total and irreversible loss of use of two (2) or more limbs through paralysis as a result of injury or disease.

59. Parkinson's Disease

The unequivocal diagnosis of idiopathic Parkinson's Disease by a Registered Medical Practitioner who is a neurologist.

This diagnosis must be supported by all of the following conditions:

- The disease cannot be controlled with medication; and
- There are objective signs of progressive impairment; and
- There is an inability of the Life Insured to perform (either with or without the use of mechanical equipment, special devices or other aids or adaptations in use for disabled persons) at least three (3) of the five (5) "Activities of Daily Living". Only idiopathic Parkinson's Disease is covered.

Drug-induced or toxic causes of Parkinson's Disease are excluded.

60. Pheochromocytoma

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

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

61. Poliomyelitis

The diagnosis of Poliomyelitis need to be confirmed by a Registered Medical Practitioner who is a neurologist of infection where the following conditions are met:

- Poliovirus is identified as the cause,
- Impaired motor function or respiratory weakness

Cases not involving paralysis and other causes of paralysis are excluded.

62. Primary Lateral Sclerosis

A progressive degenerative disorder of the motor neurons of the cerebral cortex resulting in widespread weakness on an upper motor neuron basis. Clinically it is characterized by progressive spastic weakness of the limbs, preceded or followed by spastic dysarthria and dysphagia, indicating combined involvement of the corticospinal and corticobulbar tracts. The diagnosis must be made by a Registered Medical Practitioner who is a neurologist and confirmed by appropriate neuromuscular testing such as electromyogram (EMG).

63. Primary Pulmonary Arterial Hypertension

A primary and unexplained increase in pulmonary artery pressure causing signs of right heart strain and failure. There must be permanent irreversible physical impairment to the degree of at least Class III of the New York Heart Association Classification of cardiac impairment. Pulmonary hypertension associated with lung disease, chronic hypoventilation, pulmonary thromboembolic disease, diseases of the left side of the heart and congenital heart disease are specifically excluded. The diagnosis of primary pulmonary hypertension needs to be made by a Registered Medical Practitioner who is a cardiologist or a specialist in respiratory medicine and needs to be supported by data provided at cardiac catheterisation.

The diagnosis must be supported by all three (3) of the following criteria:

- Mean pulmonary artery pressure is higher than forty (40) mmHg; and
- Pulmonary vascular resistance is higher than three (3) mmHg.min/L (Wood units); and
- Normal pulmonary wedge pressure is lower than fifteen (15) mmHg.

64. Progressive Bulbar Palsy (PBP)

Characterised by progressive degeneration of the muscle innervated by cranial nerve and corticobulbar tracts leading to difficulty in chewing, swallowing and talking. Diagnosis must be confirmed by electromyography.

65. Progressive Muscular Atrophy

Involving the wasting of muscles and increased spasticity as diagnosed by a Registered Medical Practitioner who is a neurologist. The diagnosis must be confirmed by appropriate neuromuscular testing such as electromyogram (EMG).

66. Progressive Supranuclear Palsy

The diagnosis must be confirmed by a Registered Medical Practitioner who is a specialist in neurology of a definite diagnosis of progressive supranuclear palsy. There must be permanent clinical impairment of motor function, eye movement disorder and postural instability.

67. Rabies

An infection by Rabies virus associated with all of these following signs and symptoms of Rabies namely muscle fasciculations, delirium, psychosis, seizures and aphasia.

We will not pay for this Critical Illness if the Life Insured undergoes only the prophylactic post exposure vaccination, without having developed the aforementioned symptoms.

68. Severe Bronchiectasis

Severe bronchiectasis requiring extensive and permanent oxygen therapy as well as FEV 1 test result of consistently less than one (1) litre.

The unequivocal diagnosis must be confirmed by a Registered Medical Practitioner who is a specialist in respiratory medicine.

69. Severe Emphysema

Severe Emphysema requiring extensive and permanent oxygen therapy as well as FEV 1 test result of consistently less than one (1) litre.

The unequivocal diagnosis must be confirmed by a Registered Medical Practitioner who is a specialist in respiratory medicine.

70. Severe Pulmonary Fibrosis

Severe and diffuse type of pulmonary fibrosis requiring extensive and permanent oxygen therapy at least eight (8) hours per day.

The unequivocal diagnosis must be confirmed with lung biopsy and by a Registered Medical Practitioner who is a specialist in respiratory medicine.

71. Severe Rheumatoid Arthritis

Severe Rheumatoid Arthritis where all of the following criteria are met:

- Fulfill the diagnostic criteria of Rheumatoid Arthritis Classification by the American College of Rheumatology (ACR) as confirmed by a Registered Medical Practitioner who is a rheumatologist;
- Widespread joint destruction with major clinical deformity of three (3) or more of the following areas: hands, wrists, elbows, spine, knees, ankles, feet;
- Permanent inability to perform, without assistance, two (2) "Activities of Daily Living"; and
- The above conditions have lasted for at least six (6) months.

72. Severe Ulcerative Colitis

Acute fulminant ulcerative colitis with life threatening electrolyte disturbances. All of the following criteria must be met:

- The entire colon is affected, with severe bloody diarrhoea; and
- The necessary treatment is total colectomy and ileostomy; and
- The diagnosis must be based on histopathological features and confirmed by a Registered Medical Practitioner who is a specialist in gastroenterology.

73. Spinal Muscular Atrophy

Degenerative diseases of the anterior horn cells in the spinal cord and motor nuclei of the brainstem characterized by profound proximal muscular weakness and wasting, primarily in the legs, followed by distal muscle involvement. The damage must result independently of all other causes and directly in the Life Insured's permanent inability to perform, without assistance, three (3) or more of the "Activities of Daily Living".

The diagnosis of Spinal Muscular Atrophy must be made by a Registered Medical Practitioner who is a specialist with appropriate neuromuscular testing such as electromyogram (EMG).

74. Stroke

A cerebrovascular incident resulting in irreversible death of brain tissue due to intra-cranial hemorrhage or due to embolism or due to thrombosis in an intra-cranial vessel. Subarachnoid hemorrhage is also covered under this definition. This event must result in neurological functional impairment with objective neurological abnormal signs on physical examination by a Registered Medical Practitioner who is a neurologist at least six (6) weeks after the event. The diagnosis must also be supported by findings on magnetic resonance imaging (MRI), computed tomography (CT) scan or cerebral spinal fluid examination and must be consistent with the diagnosis of a new stroke.

The following are excluded:

- Transient Ischaemic Attacks (TIA) with symptoms lasting less than twenty-four (24) hours;
- Brain damage due to an Accident or injury, infection, vasculitis, inflammatory disease or migraine;
- Disorders of the blood vessels affecting the eye including infarction of the optic nerve or retina;
- Ischaemic disorders of the vestibular system;
- Asymptomatic silent stroke found on imaging.

75. Surgery to Aorta

Undergoing of a surgery to treat a disease of aorta by excision and replacement of a portion of diseased aorta with a graft. For this definition, aorta means the thoracic and abdominal aorta but not its branches. Surgery to treat peripheral vascular disease of the aortic branches is excluded even if a portion of aorta is removed during the operative procedure.

76. Systemic Lupus Erythematosus(SLE) with Lupus Nephritis

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

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

- Class I – Minimal mesangial lupus nephritis
- Class II – Mesangial proliferative lupus nephritis
- Class III – Focal lupus nephritis
- Class IV – Diffuse segmental (IV-S) or global (IVG) lupus nephritis
- Class V – Membranous lupus nephritis
- Class VI – Advanced sclerosing lupus nephritis

77. Systemic Scleroderma

A systemic collagen-vascular disease causing progressive diffuse fibrosis in the skin, blood vessels and visceral organs. This diagnosis must be unequivocally confirmed by a Registered Medical Practitioner who is a rheumatologist and supported by biopsy or equivalent confirmatory test, and serological evidence, and the disorder must have reached systemic proportions to involve the heart, lungs or kidneys. The following are excluded:

- Localized scleroderma (linear scleroderma or morphea);
- Eosinophilic fascitis; and
- CREST syndrome.

78. Terminal Illness

A condition, which in the opinion of a Registered Medical Practitioner is highly likely to lead to death within three hundred and sixty-five (365) days from the date of notification and in medical terms it is a fatal condition known to lead to death within three hundred and sixty-five (365) days. The proof of loss must be satisfactory to us and the above diagnosis of Terminal Illness and certified by two Registered Medical Practitioners who are specified by us.

79. Total Permanent Disability

The Life Insured has become totally and permanently disabled as a result of sickness or injury before age sixty-five (65).

The Life Insured is considered to be totally and permanently disabled if

- (i) He or she is totally and permanently incapable of being engaged in any occupation, business or activity which pays an income or profit. The above disability must have lasted without interruption for at least one hundred and eighty (180) consecutive days; or
- (ii) He or she suffers the following conditions:
 - Total and irrecoverable loss of sight in both eyes; or
 - Total and irrecoverable loss of use of two limbs (at or above the wrist or ankle joints); or
 - Total and irrecoverable loss of sight of one eye and total and irrecoverable loss of use of one limb (at or above the wrist or ankle joint).

“Loss of use” means complete and permanent paralysis or actual severance.

If the Life Insured is below age fifteen (15) or is unemployed at the time of becoming totally and permanently disabled, he or she is only considered to be totally and permanently disabled if he or she satisfies the conditions as specified in (ii) above.

Such disabilities must be certified by a Registered Medical Practitioner acceptable to us.

80. Tuberculosis Meningitis

Meningitis caused by tubercle bacilli, resulting in permanent neurological deficit. Such a diagnosis must be confirmed by a Registered Medical Practitioner who is a specialist in neurology.

HSBC Swift Guard Critical Illness Plan

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Appendix

Use Of Customer Information Other Than Personal Data, Sharing And Transfer Of Customer Information Other Than Personal Data

Supplementary Benefits Listed On Policy Schedule 1 (if any)

A. General Provisions

1. Meanings and Definitions

In this Policy, HSBC Life (International) Limited, incorporated in Bermuda with limited liability, is referred to as “the Company”, “we”, “our” or “us” and the Policyholder is referred to as “you” or “your”.

“**Accident**” means an unforeseen and unexpected event of violent, accidental, external and visible nature which shall be the sole cause of bodily injury.

“**Activities of Daily Living**” are defined as:

- (a) Washing – the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
- (b) Dressing – the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- (c) Transferring – the ability to move from a bed to an upright chair or wheelchair and vice versa;
- (d) Toileting – the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
- (e) Feeding – the ability to feed oneself once food has been prepared and made available.

“**Age**” means, at any date, the age of the Life Insured or Policyholder where applicable at his or your next birthday.

“**AIDS**” means Acquired Immunodeficiency Syndrome and shall have the meaning ascribed to such term by the World Health Organization and is subject to change.

“**Application**” means your application for this Policy and includes any medical information received by us in respect of the Life Insured and any statements or representations made by you or the Life Insured as evidence of insurability.

“**Basic Plan**” means the Basic Plan specified in Policy Schedule 1.

“**Beneficiary(ies)**” means the beneficiary(ies) designated under provision A12.

“**Benefit Cessation Date**” means the date specified as Benefit Cessation Date in Policy Schedule 1.

“**Critical Illness**” refers to an illness or Surgery as described in Policy Schedule 2.

“**Critical Illness Benefit**” refers to any benefit payment in respect of Critical Illness paid under provision B1 of this Policy.

“**Death Benefit**” means at any time subject to provisions A2(c) and A4, an amount calculated on the date of death of the Life Insured according to provision A13.

“**Designated Mainland China Hospital**” means the list of Hospitals in the mainland China as designated and updated by us from time to time at our own discretion without prior notice.

“Guaranteed Cash Value” means the amount derived from the tabular percentage shown in provision A22.

“Grace Period” means, in respect of a premium payable under this Policy, the period referred to in provision A7.

“Hong Kong SAR” means the Hong Kong Special Administrative Region of the People’s Republic of China.

“Hospital” shall mean an establishment recognized, constituted and registered as such under the laws of the territory in which that establishment is situated as a Hospital for the care and treatment of sick and injured persons as paying bed patients, and which (i) has facilities for diagnosis and major surgery, (ii) provides twenty-four (24) hours a day nursing services by qualified and registered nurses, (iii) is under the supervision of a qualified and registered physician, and (iv) is not primarily a clinic, a place for alcoholics or drug addicts, a sanatorium, a nature care clinic, a health hydro, a nursing, rest or convalescent home or home for the aged or similar establishment.

“Indebtedness” means any outstanding premiums owed to the Company under this Policy from time to time.

“Issue Date” means the date specified as Issue Date in Policy Schedule 1.

“Life Insured” means the person named as Life Insured in Policy Schedule 1 and also referred to “Life Insured” or “he” or “his” in this Policy.

“Net Cash Value” means on any date on or before the Benefit Cessation Date, an amount equal to Guaranteed Cash Value less any Indebtedness.

“Payment Cessation Date” means the date specified as the Payment Cessation Date in Policy Schedule 1.

“Policy” means the Application and the provisions set out in this Policy document including the Policy Schedules (if any), the Supplementary Benefits (if any) and in any Policy Endorsements issued by us from time to time.

“Policy Anniversary” means each anniversary of the Policy Date.

“Policy Date” means the date designated as such in Policy Schedule 1.

“Policy Endorsement” means any document issued by us which sets out amendments to the provisions of this Policy.

“Policy Schedule” means the initial schedule(s) attached to this Policy and any amendments thereto, any schedule substituted for an existing Schedule and any new schedule expressly adopted by us, in each case as notified in writing to the Policyholder.

“Policy Year” means from and including a Policy Anniversary up to but excluding the next subsequent Policy Anniversary. The period from and including the Policy Date up to but excluding the first Policy Anniversary is deemed to be the first Policy Year.

“Policyholder” means the person named as Policyholder in Policy Schedule 1.

“Pre-existing Condition” means a disease or covered Critical Illness condition for which the signs or symptoms were present prior to the Issue Date, the Policy Date or the effective date of last reinstatement, whichever is the latest; which the Life Insured was aware of or should reasonably have been aware of; or medical investigation, consultation or treatment was recommended; or Life Insured has scheduled or undergone medical tests or investigations.

“Registered Medical Practitioner” means any Medical Practitioner duly qualified and legally registered as such under the Medical Registration Ordinance of the Hong Kong SAR or any amendment thereto, or otherwise authorised and entitled to practise western medicine in any other country/region as accepted by us in accordance with the laws of that country/region 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.

For the definition of “Registered Medical Practitioner” under “Occupationally Acquired HIV” as set out in Policy Schedule 2, “Registered Medical Practitioner” does not exclude the Life Insured.

“Sum Insured” means the amount at any time specified as such under Policy Schedule 1 or in any Policy Endorsement.

“Supplementary Benefits” means any benefit payable under any Supplementary Benefit provisions as attached to this Policy.

“Surgery” means surgical procedures listed under different headings in Policy Schedule 2.

“Surrender Charge” means upon surrender of a Policy with an aggregate premium, the charge which applies to the balance of the aggregate premium together with non-guaranteed interests accumulated, if any, in accordance with a Surrender Charge rate as set out in provision C1(b).

“Total Premiums Paid” means, for the purpose of computing the Death Benefit in provision A13 and the Net Cash Value in provision A22 as of the relevant Policy termination date, which is the total amount of premiums due and paid for the Basic Plan as of the termination date of the Policy. Except that any balance of the aggregate premium together with the non-guaranteed interest accumulated by the operation of an aggregate premium Policy will not be counted for the computation of the “Total Premiums Paid” unless and until such part of the premium is actually due and paid on that date.

“Waiting Period” means any claim for Critical Illness Benefit occurrence during a specific period after the commencement of the policy are excluded from the coverage.

Terms defined above and any other terms defined in this Policy and the Supplementary Benefits (if any) shall have the same meaning wherever used in this Policy (as defined herein) unless the context otherwise requires.

2. Entire Contract

- (a) The entire contract between you and us is constituted by this Policy, your Application for this Policy, any medical evidence received by us in respect of the Life Insured and any written statements and answers given to us as evidence of insurability.
- (b) Subject to provision A2(c), no amendment to this Policy will take effect unless it is written in a Policy Endorsement or revised Policy Schedule to be issued by us and you agree to such amendment in writing.

- (c) We may amend this Policy without your agreement if,
- (i) any particulars contained in Policy Schedule 1 or in any written statement(s) or answer(s) given as evidence of insurability (in particular relating to age, sex or smoking status) is found to be incorrect; or
 - (ii) we discover that you have or the Life Insured has misrepresented or omitted any fact(s) which you or he knew or a reasonable person in your or his circumstances ought to have known, was material to our assessment of the risk of insuring the Life Insured.

Any such amendment will be contained in a Policy Endorsement to this Policy or revised Policy Schedule and will retrospectively adjust its terms and conditions to reflect the basis on which we in our absolute discretion consider we would have issued and operated this Policy taking into account the full and correct information.

3. Incontestability

Subject to provision A2(c), we will not in the absence of fraud contest this Policy during the lifetime of the Life Insured after it has been in force for two years from the Issue Date, or effective date of reinstatement pursuant to provision A9, whichever is later. This provision will not apply to any Supplementary Benefits.

4. Suicide

If the Life Insured dies by suicide, whether sane or insane, within one year of the Issue Date or from effective date of reinstatement pursuant to provision A9, whichever is later, our liability will be limited to the amount paid to us less any amount paid by us since the Policy Date.

5. In Force

This Policy comes into force on the Policy Date and will remain in force until the earliest of (a) to (g) as follows:

- (a) the Benefit Cessation Date of the Basic Plan as stated in Policy Schedule 1;
- (b) the date of death of the Life Insured;
- (c) the payout of Critical Illness Benefit;
- (d) the date this Policy is surrendered under provision C1 or terminated under provision A18;
- (e) the date this Policy lapses in accordance with provision A8;
- (f) the date this Policy is cancelled or becomes void; and
- (g) the date this Policy terminates pursuant to the terms of any Supplementary Benefits.

6. Payment of Premiums

(a) Premiums are payable to us while the Life Insured is living, on or before the premium due dates until the Payment Cessation Date(s) as stated in Policy Schedule 1. Premiums, as set out in Policy Schedule 1, are payable by way of:

(i) regular premium payable annually or monthly by any method which we make available; or

(ii) an aggregate premium:

For an aggregate premium Policy, the required annual premium will be deducted from the aggregate premium balance on the relevant premium due dates. The balance of the aggregate premium, after deducting the annual premium on the relevant premium due dates, will be accumulated with interest at such interest rate which is not guaranteed and may change from time to time at our discretion. No withdrawal from the balance of the aggregate premium together with non-guaranteed interests accumulated is allowed once paid except under provision A13, B1 or C1(b).

If the aggregate premium together with the non-guaranteed interests accumulated exceed the total premiums required under the Policy, any remaining amount will be refunded to you as soon as all premiums due under the Policy have been settled. If the aggregate premium together with the non-guaranteed interests accumulated are not sufficient to cover the total premiums required under the Policy, you will then be requested to settle the premium shortfall upon receiving our written Notification for the premiums due. Any failure to pay for the premium shortfall will result in lapsation of the Policy in accordance with provision A8.

(b) If this is not an aggregate premium policy, you may, subject to our consent, change the frequency of premium payment at any Policy Anniversary by giving us at least one month's written notice. If accepted by us, we will then inform you of the adjusted premium due.

7. Grace Period

We allow a Grace Period of thirty (30) days for payment of any premiums when due. A premium will not be regarded as paid unless it is received by us within the Grace Period.

If death of the Life Insured occurs within the Grace Period, we will pay the Death Benefit pursuant to provision A13.

8. Non-payment of Premiums

If a premium is not paid by the end of the Grace Period, this Policy will immediately lapse with effect as at the due date of the first unpaid premium.

After the Policy lapses, any Net Cash Value as at the first unpaid premium due date will be paid to the Policyholder.

9. Reinstatement

- (a) If the Policy has lapsed due to non-payment of premiums, you may apply to reinstate this Policy within one year from the date of lapse pursuant to provision A8 if the Life Insured is living. To reinstate this Policy, we require:
- (i) a written application for reinstatement in a form prescribed by us;
 - (ii) production, at your expense, of evidence of insurability of the Life Insured satisfactory to us;
 - (iii) payment of all overdue premiums with interest;
 - (iv) repayment of any remaining Indebtedness outstanding, with interest; and
 - (v) repayment of any Net Cash Value paid by us after Policy lapses.
- (b) Interest on premiums and Indebtedness will be calculated at a rate determined by us from time to time.

It will be at our sole discretion whether to accept any application for reinstatement of this Policy.

10. Ownership

Subject to the rights of any irrevocable beneficiary, you have all rights of ownership in this Policy while it is in force. You may subject to our consent change the ownership of this Policy, from yourself to a new policyholder. To request such a change you must file a written request with us in a form specified by us together with satisfactory documentary proof as reasonably requested by us. If this change takes effect, all rights of ownership in this Policy will pass to the new policyholder on the effective date of change.

Any change will not be effective until it is accepted and recorded by us. Once accepted and recorded, the change will take effect as of the date you signed the request, subject to any payment we made or action we took before recording the change.

11. Assignment

You may assign this Policy as collateral for a loan without the consent of any revocable beneficiary. A request for assignment will not be effective until it is accepted and endorsed by us. We will not be responsible for the consequences, validity or effect of any attempted assignment.

12. Beneficiary

- (a) When a Beneficiary(ies) is/are designated either in this Policy or by a declaration in writing provided to us by the Policyholder, such Beneficiary(ies) as per our latest record will, subject to any applicable laws or regulations to the contrary, be deemed to be beneficially entitled to the Death Benefit of this Policy at the time of the death of the Life Insured.
- (b) While this Policy is in force, you may change the Beneficiary by giving us written request which we may require to be in a specified form.
- (c) A change of Beneficiary(ies) shall be effective only if such change is accepted and recorded by us. A change of Beneficiary(ies) will be deemed effective as of the date the request is signed whether or not the Life Insured is living at the time of our approval and recording of such change.

13. Death Benefit

- (a) We will pay a Death Benefit on the death of the Life Insured provided that this Policy is in force at the date of death of the Life Insured, and we receive the documents as set out in provision A14(b).
- (b) The Death Benefit, calculated on the date of death of the Life Insured, will be equivalent to 100% of Total Premiums Paid less any Indebtedness.
- (c) (Applicable only to aggregate premium Policy) If the Policyholder has paid an aggregate premium pursuant to provision A6(a)(ii), the Death Benefit under provision A13(b) above shall be increased by the balance of the aggregate premium together with the non-guaranteed interests accumulated, if any, at the date of death of the Life Insured.

14. Death Benefit Claims

- (a) If the Life Insured dies while this Policy is in force, we will pay the Death Benefit as set out in provision A13 to the surviving Beneficiary(ies), or if none has been designated, to you or your estate. If the Life Insured and Beneficiary(ies) die in circumstances rendering it uncertain that anyone of them, or which of them, survived the other or others, the Life Insured shall be deemed to have survived the Beneficiary(ies).
- (b) Any amount payable on the death of the Life Insured will be paid after we have received written proof of the validity of claim satisfactory to us. Proof of the validity of claim shall include:
 - (i) evidence of the death of the Life Insured and the cause of death;
 - (ii) evidence of the right of the claimant to be paid;
 - (iii) this Policy; and
 - (iv) any other information which we may reasonably require to establish the validity of the claim.
- (c) The receipt of the Death Benefit payable under this Policy, by the Beneficiary(ies), you or your estate will discharge us from any further liability under this Policy in respect of such benefit so paid.

15. Non-participation

This Policy does not participate in the profits of the Company.

16. Payment of Benefits

- (a) Any Indebtedness on this Policy outstanding at the time of any payment under the Policy shall be deducted from the amount otherwise payable under this Policy. Our claim for any Indebtedness shall be prior to any payment to the Policyholder or the Beneficiary or the assignee or other persons (as the case may be) under this Policy.
- (b) Any payment under the Policy which is settled in currencies other than the policy currency will be converted to the payment currency at the prevailing exchange rate (as determined by us) on the date that the payment is processed.

17. Reduction of Sum Insured

To apply for Reduction of Sum Insured, you have to submit to us a written request in a form prescribed by us. If the request is approved by us, the Net Cash Value attributable to the reduced portion of the Sum Insured, if any, will be payable to the Policyholder, and the Total Premiums Paid, Sum Insured, Guaranteed Cash Value, Death Benefit, Critical Illness Benefit under this Policy will be adjusted and reduced proportionally. A Policy Endorsement with the revised Policy Schedule will be issued to the Policyholder upon the reduction of Sum Insured has taken effect.

18. Collection and use of Customer Information, Financial Crime Risk Management Activity and Tax Compliance

(a) Definitions

Terms used in this Clause shall have the following meanings:

“Authorities” includes any local or foreign judicial, administrative, public or regulatory body, any government, or public or government agency or authority, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body, self-regulatory or industry bodies or associations of financial service providers or any of their agents with jurisdiction over any part of the HSBC Group.

“Compliance Obligations” means obligations of any member of the HSBC Group to comply with: (a) Laws or international guidance and internal policies or procedures, (b) any demand or request from Authorities or reporting, disclosure or other obligations under Laws, or (c) Laws requiring us to verify the identity of our customers and Connected Persons.

“Connected Person” means a person or entity other than you whose information (including Personal Data or Tax Information) is provided by you, or on your behalf, to any member of the HSBC Group or otherwise received by any member of the HSBC Group in connection with the provision of the Services. A Connected Person may include, but is not limited to, any person identified as a beneficiary under this Policy, any person who is, or may be, entitled to receive a payment under this Policy, a director or officer of a company, partners or members of a partnership, any “substantial owner”, “controlling person”, or beneficial owner, trustee, settlor or protector of a trust holding or controlling (directly or indirectly) the Policy, any of your representatives, agents or nominees, or any other persons or entities with whom you have a relationship that is relevant to your relationship with the HSBC Group.

“Controlling Persons” means individuals who exercise control over an entity (for a trust, these are the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries, and any other individual who exercises ultimate effective control over the trust, and in the case of a legal entity other than a trust, these are persons in equivalent or similar positions of control).

“Customer Information” means all or any of the following items relating to you or a Connected Person, where applicable: (i) Personal Data, (ii) information about you, your accounts, transactions, use of our products and services and your relationship with the HSBC Group, and (iii) Tax Information.

“Financial Crime” means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and violations, or attempts to circumvent or violate any Laws relating to these matters.

“Financial Crime Risk Management Activity” means any action to meet Compliance Obligations relating to or in connection with the detection, investigation and prevention of Financial Crime that we or members of the HSBC Group may take.

“HSBC Group” means HSBC Holdings plc and any of its affiliates, subsidiaries, associated entities and any of their branches and offices, and **“any member of the HSBC Group”** has the same meaning.

“Laws” include any applicable local or foreign law, regulation, rule, judgment, voluntary code, directive, sanctions regime, court order, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to us or a member of the HSBC Group.

“Personal Data” means any data relating to an individual from which the individual can be identified.

“Services” includes (a) the opening and maintaining of this Policy, (b) the provision of services relating to this Policy and its termination or expiry, and (c) the maintenance of our overall relationship with you.

“Substantial owners” means any individuals entitled to more than 10% of the profits of or with an interest of 10% or more in an entity either directly or indirectly.

“Tax Authorities” means Hong Kong SAR or foreign tax, revenue, fiscal or monetary authorities.

“Tax Certification Forms” means any forms or other documentation as may be issued or required by a Tax Authority or by us from time to time to confirm your tax status or the tax status of a Connected Person.

“Tax Information” means any documentation or information about your tax status and/or the tax status of any Connected Person, owner, “controlling person”, “substantial owner” or beneficial owner.

Reference to the singular includes the plural (and vice versa).

(b) Collection, Use and Sharing of Customer Information

This Clause explains how we will use information about you and Connected Persons. The Personal Information Collection Statement that applies to you and any other individuals (the “PICS”), also contains important information about how we and the HSBC Group will use your information and you should read this Clause in conjunction with the PICS. We and members of the HSBC Group may use Customer Information in accordance with this Clause and the PICS.

Customer Information will not be disclosed to anyone (including other members of the HSBC Group), other than where:

- (1)
 - we are legally required to disclose; or
 - we have a public duty to disclose; or
 - our legitimate interests require disclosure; or
 - the disclosure is made with your consent; and
- (2) It is disclosed as set out in the PICS.

Collection

- (i) We and other members of the HSBC Group may collect, use and share Customer Information. Customer Information may be requested by us or a member of the HSBC Group or on our behalf or on behalf of a member of the HSBC Group, and may be collected from you or a Connected Person (or a person acting on your behalf or on behalf of a Connected Person), from other sources (including from publicly available information), and it may be generated or combined with other information available to us or any member of the HSBC Group.

Use

- (ii) We and other members of the HSBC Group may use, transfer and disclose Customer Information in connection with (1) the purposes set out in Appendix (applicable to Customer Information other than Personal Data), (2) the PICS (applicable to Personal Data), and (3) matching against any data held by us or the HSBC Group for whatever purpose (whether or not with a view to taking adverse action against you) ((1) to (3) are collectively referred to as the "Purposes").

Sharing

- (iii) We may (as necessary and appropriate for the Purposes) transfer and disclose any Customer Information to: (1) the recipients set out in the PICS (who may also use, transfer and disclose such Customer Information for the Purposes), and (2) Appendix (applicable to Customer Information other than Personal Data).

Your Obligations

- (iv) You agree to inform us promptly, and in any event, within 30 days in writing if there are any changes to Customer Information supplied to us or a member of the HSBC Group from time to time, and to respond promptly to any request for Customer Information from us, or a member of the HSBC Group.
- (v) You confirm that every Connected Person whose information (including Personal Data or Tax Information) has been (or will be) provided to us or a member of the HSBC Group has (or will at the relevant time have) been notified of and agreed to the use, processing, disclosure and transfer of their information as set out in these policy terms, Appendix and the PICS (as may be amended or supplemented by us from time to time). You and every Connected Person have (or will at the relevant time have) read and understand the PICS. You shall advise such Connected Persons that they have rights of access to, and correction of, their Personal Data.
- (vi) You consent and shall take such steps as are required from time to time for the purposes of any applicable data protection law or secrecy law to permit us to use, store, disclose, process and transfer all Customer Information in the manner described in these policy terms. You agree to inform us promptly in writing if you are not able or have failed to comply with the obligations set out in (v) and (vi) in any respect.

(vii) Where:

- you or a Connected Person fail(s) to provide promptly Customer Information reasonably requested by us, or
- you or a Connected Person withhold(s) or withdraw(s) any consents that we may need to process, transfer or disclose Customer Information for the Purposes (except for purposes connected with marketing or promoting products and services to you), or
- we have, or a member of the HSBC Group has, suspicions regarding Financial Crime or an associated risk,

we may:

- a. be unable to provide new, or continue to provide all or part of the Services to you;
- b. take actions necessary for us or a member of the HSBC Group to meet the Compliance Obligations; and/or
- c. terminate this Policy if we reasonably consider that by continuing the Policy or the relationship with you we may break any Laws or we, or a member of the HSBC Group, may be exposed to action or censure from any Authority. Any termination will take effect as a surrender or rescission of the Policy.

In addition, if you fail to supply promptly your, or a Connected Person's, Tax Information and accompanying statements, waivers and consents as may be requested, then we may make our own decision with respect to your status or that of a Connected Person, including whether you or a Connected Person is reportable to a Tax Authority, and may require us or other persons to withhold amounts as may be legally required by any Tax Authority and paying such amounts to the appropriate Tax Authority.

(c) Financial Crime Risk Management Activity

- (i) Financial Crime Risk Management Activity may include, but is not limited to: (A) screening, intercepting and investigating any instruction or communication by you or on your behalf or by a Connected Person or on their behalf; (B) investigating the source of or intended recipient of funds; (C) combining Customer Information with other related information in the possession of the HSBC Group; and (D) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming your or a Connected Person's identity and status.
- (ii) To the extent permissible by law, neither we nor any other member of HSBC Group shall be liable to you or any third party in respect of any loss (however it arose) that was suffered or incurred by you or a third party, caused in whole or in part in connection with the delaying, blocking or refusing of any payment or the provision of all or part of the Services or otherwise as a result of Financial Crime Risk Management Activity.

(d) Tax Compliance

You acknowledge that you are solely responsible for understanding and complying with your tax obligations (including but not limited to, tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of account(s) and the provision of Services. Certain countries/regions may have tax legislation with extra-territorial effect regardless of your place of domicile, residence, citizenship or incorporation. Neither we nor any member of the HSBC Group provide tax advice. You are advised to seek independent legal and tax advice. Neither we nor any member of the HSBC Group have any responsibility in respect of your tax obligations in any jurisdiction which they may arise including any that may relate specifically to the opening and use of account(s) or Services provided by us and members of the HSBC Group.

(e) Survival Upon Termination

This Clause shall continue to apply notwithstanding the termination of the Services or the expiry of this Policy.

(f) Miscellaneous

- (i) In the event of any conflict or inconsistency between any terms of this Clause and the other terms of this Policy, the terms of this Clause shall prevail.
- (ii) If all or any part of the provisions of the terms of this Clause become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdictions or the remainder of the terms in that jurisdiction.

19. Rights of Third Parties

No person other than you and us will have any rights to enforce the provisions of this Policy.

20. Applicable Law

This Policy shall be governed by and construed in accordance with the laws of Bermuda. However, in the event of any dispute arising in the Hong Kong SAR, the non-exclusive jurisdiction of the Hong Kong SAR courts will apply.

21. Policy Servicing

This Policy is intended for sale only in the Hong Kong SAR. If you, or anyone else with authority over or otherwise connected to this Policy (such as the Life Insured or the Beneficiary) is temporarily or permanently:

- (i) outside of the Hong Kong SAR; or
- (ii) otherwise subject to the laws of any other place,

such that we reasonably believe that by complying with a particular term or condition we would breach any laws of the Hong Kong SAR or such other place, then we are entitled not to comply with such term or condition for any period of time we deem necessary, regardless of what such term or condition may provide. This might include declining to service some of your requests related to this Policy. You agree we will not be liable for any losses, damages, claims, liabilities or costs you or any other relevant person may suffer from our exercise of our rights under this Clause. The prior sentence continues to apply even if this Policy terminates for any reason.

22. Net Cash Value

If the Policy is surrendered or terminated pursuant to provision A5(d) or A5(e):

- (a) on or before the Benefit Cessation Date, and
- (b) no Death Benefit nor Critical Illness Benefit has been paid or become payable under this Policy, then the Company will pay you the Net Cash Value equals to the Guaranteed Cash Value (which is as a Percentage of Total Premiums Paid) less any Indebtedness (excluding any interest received by the Company pursuant to provision A9) for the Basic Plan according to the table stipulated as below:

Effective Date of Policy Termination	A Percentage of Total Premiums Paid for computing Guaranteed Cash Value (excluding any interest received by the Company pursuant to provision A9)
During the 1st Policy Year	0%
During the 2nd Policy Year	30%
During the 3rd Policy Year	40%
During the 4th Policy Year	50%
During the 5th Policy Year	60%
During the 6th Policy Year	65%
During the 7th Policy Year	70%
During the 8th Policy Year	75%
During the 9th Policy Year	80%
During the 10th Policy Year	85%
At the end of 10th Policy Year	101%

(Applicable only to aggregate premium Policy) If the Policyholder has paid an aggregate premium pursuant to provision A6(a)(ii), the Net Cash Value under provision A22 above shall be increased by the balance of the aggregate premium together with the non-guaranteed interests accumulated, if any at the date of the policy is surrendered or terminated pursuant to provision A5(d) or A5(e), subject to the application of a Surrender Charge. The Surrender Charge rate for the respective Policy Year, which is applicable to the balance of the aggregate premium together with non-guaranteed interests accumulated, is shown in the table under provision C1(b).

B. Critical Illness Benefit Provisions

While this Policy is in force and subject to the terms of this Policy and the Exclusions as set out in provision B3, the Company shall, upon receipt of satisfactory proof and due approval, pay to the Policyholder the Critical Illness Benefit as specified below:

1. Critical Illness Benefit

If the Life Insured is diagnosed with any one of the Critical Illnesses as defined in Policy Schedule 2 by a Registered Medical Practitioner, and the Life Insured has survived for no less than fourteen (14) days following the diagnosis of any one Critical Illness, the Company will pay you an amount of Critical Illness Benefit equals to 100% Sum Insured less any Indebtedness.

(Applicable only to aggregate premium Policy) If the Policyholder has paid an aggregate premium pursuant to provision A6(a)(ii), the Critical Illness Benefit shall be increased by the balance of the aggregate premium together with non-guaranteed interests accumulated, if any, as at the date of the Life Insured being diagnosed with the covered critical illness.

All Critical Illnesses covered under this Policy have been defined in Policy Schedule 2. Any diagnosis of a Critical Illness for the purpose of claiming Critical Illness Benefit must fulfill the terms and conditions for the respective Critical Illness as stated in Policy Schedule 2.

The number of Critical Illness Benefit payout is limited to one time only and the receipt of this amount by the Policyholder will discharge us from any further liability under this Policy.

2. Waiting Period

The following Waiting Period shall apply for claims of Critical Illness Benefit under provision B1:

No Critical Illness Benefit shall be payable if the sign(s) and/or symptom(s) of any Critical Illness manifested itself/themselves within ninety (90) calendar days from

- a) the Policy Issue Date; or
- b) the date of last reinstatement of the Policy,

whichever is later.

3. Exclusions

“Critical Illness” does not include:

- (1) Any known Pre-existing Condition from which the Life Insured was suffering prior to the Issue Date, the Policy Date or the effective date of last reinstatement, whichever is the latest; or
- (2) Any illness contracted by the Life Insured within the first ninety (90) days following the Issue Date, the Policy Date or the effective date of last reinstatement, whichever is the latest, or
- (3) Intoxication by drugs not prescribed by a Registered Medical Practitioner or abuse of alcohol; or
- (4) Any Human Immunodeficiency Virus (HIV) or any HIV-related illness including Acquired Immune Deficiency Syndrome (AIDS) or any mutations, derivation or variations thereof (except for the following Critical Illness, namely “AIDS/HIV Due to Blood Transfusion”, “HIV Acquired due to Assault”, “Medically Acquired HIV Infection” and “Occupationally Acquired HIV”. Please refer to Policy Schedule 2 for the definitions of the Critical Illnesses.

4. Notice and Proof of Claims

- (a) A claim must be made within ninety (90) days of the Life Insured becoming aware that he is suffering from a Critical Illness, and whilst this Policy is in force. If the claim is not made within that period, we will not be liable to pay the benefit unless it is shown that it was not reasonably possible to make such a claim, and that the claim was made as soon as was reasonably possible. We will process the claims one after another according to the timing when we have actually received the claims.
- (b) Proof of occurrence of the Critical Illness must be provided by the Life Insured or Policyholder in the form of medical report from the appropriate Registered Medical Practitioner as agreed by us and confirmatory result from medical investigations acceptable to us including but not limited to, clinical, radiological, histological, and laboratory evidence. We reserve the right to require the Life Insured to undergo an examination or other reasonable and appropriate tests to confirm the occurrence of the Critical Illness. If the Life Insured is diagnosed by the Registered Medical Practitioner in the mainland China as suffering from a Critical Illness, medical evidence proof that is satisfactory to us must be provided by a Designated Mainland China Hospital. We reserve the right to require additional information which we may reasonably require to establish fulfilment of the Critical Illness definition.

C. Non-Forfeiture Provisions

1. Surrender

- (a) You may surrender this Policy at any time for its Net Cash Value as of the date such request is processed by filing a written request with us in a form specified by us.
- (b) (Applicable only to aggregate premium Policy) If the Policyholder has made an aggregate premium pursuant to provision A6(a)(ii), the surrender benefit payment determined under provision C(1)(a) above shall thereby be further increased by the balance of the aggregate premium together with non-guaranteed interests accumulated, if any, as at the date the surrender request is processed, subject to the application of a Surrender Charge. The Surrender Charge rate for the respective Policy Year, which is applicable to the balance of the aggregate premium together with non-guaranteed interests accumulated, is shown in the table below.

Surrender Charge rate

	Policy Year	1st	2nd	3rd	4th	5th
2-Years Premium Payment Term	Surrender charge rate	2%	N/A	N/A	N/A	N/A
5-Years Premium Payment Term	Surrender charge rate	2%	2%	2%	2%	N/A

- (c) Upon full surrender, the Company's liability under this Policy shall be fully discharged.

D. Maturity Benefit Provisions

If the Life Insured is alive and this Policy is in force on the Benefit Cessation Date of the Basic Plan, we will pay as of that date to the Policyholder the Guaranteed Cash Value.

The receipt of this amount by the Policyholder will discharge us from any further liability under this Policy.

E. Conversion Privilege

At the Benefit Cessation Date of the Basic Plan, this Policy may be converted to a new critical illness plan or whole of life policy on the life of the Life Insured for a Sum Insured less than or equal to the Sum Insured shown in Policy Schedule 1. The new policy must be a prevailing product determined by us at the time of policy conversion and its conversion will be subject to prevailing regulatory and the Company's requirements for new application except the medical underwriting requirements will be waived. The premium for the new policy will be determined in accordance with the Company's rate table applicable to that class of policy prevailing at the date of conversion, and the Age of the Life Insured at such date.

Appendix

The following terms supplement the Clause in the policy terms entitled "Collection and Use of Customer Information, Financial Crime Risk Management Activity and Tax Compliance" and relate to the use, store, process, transfer and disclosure of Customer Information other than Personal Data. Terms used in this Appendix shall have the meanings set out in that Clause.

Use Of Customer Information Other Than Personal Data

The purposes for which Customer Information (other than Personal Data) may be used are as follows:

- (1) considering applications for products and services;
- (2) providing, managing, administering or effecting Services or any transaction that you request or authorise and the operation and administration of the products and services;
- (3) conducting credit checks and obtaining or providing credit references;
- (4) creating and maintaining the credit and risk related models of us and the HSBC Group;
- (5) any purposes in connection with any claims made by or against or otherwise involving you in respect of any products or services provided by us or a member of the HSBC Group;
- (6) determining the amount of indebtedness owed to or by you and by those providing a guarantee or security for your obligations;
- (7) complying with any obligations, requirements or arrangements, whether compulsory or voluntary, of us or any member of the HSBC Group to comply with, or in connection with any Compliance Obligations;
- (8) conducting Financial Crime Risk Management Activity;
- (9) meeting any obligations, demand or request from Authorities;
- (10) exercising any rights we or a member of the HSBC Group may have in connection with the products or services provided to you;
- (11) marketing, designing, improving or promoting Services or related products to you (and to Connected Persons to the extent permissible by Laws) and conducting market research;
- (12) enabling an actual or proposed assignee, transferee or participant or sub-participant of our or any member of the HSBC Group's rights to evaluate the transaction intended to be the subject of the assignment, transfer, participation or sub-participation;
- (13) maintaining HSBC Group's or our overall relationship with you; and
- (14) any purposes relating or incidental to any of the above.

Sharing And Transfer Of Customer Information Other Than Personal Data

We may (as necessary and appropriate for all or any of the Purposes) transfer, share, exchange and/or disclose any Customer Information (other than Personal Data) to all such persons as we may consider necessary (wherever located) including without limitation:

- (a) any member of the HSBC Group;
- (b) any agents, contractors, sub-contractors, service providers, reinsurers or associates of the HSBC Group (including their employees, directors, officers, agents, contractors, service providers and professional advisers);
- (c) any Authorities;
- (d) any person to whom we or any member of the HSBC Group is under an obligation or required or expected to make disclosure for the purposes set out in paragraph 7, 8 or 9 above;
- (e) anyone acting on behalf of you, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which you have an interest in securities (where such securities are held by us or any member of the HSBC Group for you);
- (f) any party acquiring an interest in or assuming risk in or in connection with the Services;
- (g) other financial institutions, credit reference agencies or credit bureaus, for obtaining or providing credit references; and
- (h) any party involved in any business transfer, disposal, merger or acquisition by us or any member of the HSBC Group.