# FUBON REFUNDABLE PREMIUM CANCER PROTECTION PLAN POLICY PROVISIONS

#### **SECTION 1 - PARTIES' AGREEMENT**

- 1.1 These Policy Provisions shall form a legally-binding contract between the Policyowner and the Company. These Policy Provisions, together with the Policy Schedule, the Life Insurance Application Form, any written statements and declarations made by the Policyowner and the Insured Person to the Company from time to time, and any subsequent/additional provisions issued and signed by the Company's authorized signatory by way of rider, Endorsement or amendment which is/are stated to form part of the Policy shall constitute the entire agreement between the Policyowner and the Company. The Company agrees to issue this Policy based on the statements and declarations made by the Policyowner and the Insured Person in writing, and provide benefits during the Benefit Period in accordance with these Policy Provisions.
- 1.2 This Policy can only be changed subject to the written consent of the Company. The Company reserves the right to amend these Policy Provisions at any time pursuant to any applicable legislation effective during the term of the Policy by giving the written notice. Any amendment to this Policy would be set out in subsequent Endorsement(s) issued by the Company. Unless the Company duly authorizes or the context otherwise requires, the Company shall not waive any rights or grant any exemptions to any requirements under this Policy.
- 1.3 This Policy shall be governed by and interpreted in accordance with the laws of Hong Kong. The parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Hong Kong for the resolution of all disputes arising from this Policy. No legal action or proceedings in respect of any claim shall be commenced within the first sixty (60) days after submission of the proof of claim. This Policy is signed by the Company in Hong Kong.

#### **SECTION 2 – DEFINITIONS**

"Death Benefit"

2.1 The definitions in Section 2 apply to the following words and phrases wherever they appear in this Policy unless the context otherwise requires.

"Age"	means the age of the Insured Person since which he/she is insured under this Policy.
"Assignee"	means the person who is entitled to a benefit under the Policy as a result of policy assignment by the Policyowner in accordance with Clause 3.4.
"Beneficiary"	means the person(s) designated by the Policyowner to receive the Death Benefit after the death of the Insured Person.
"Benefit Period"	means a period commencing on the Issue Date and expiring on Policy Termination Date.
"Cancer Benefit"	means the amount as determined under Clause 6.4.2.
"Claimant"	means the person who exercises and claims rights and benefits under the Policy. Claimant includes but is not limited to Policyowner, Beneficiary and Assignee.
"Company"	means Fubon Life Insurance (Hong Kong) Company Limited, a private company limited by shares incorporated and registered in Hong Kong.

6.1.2.

means the amount as determined under Clause

"Diagnosed/Diagnosis" means the definitive Diagnosis made by a Physician based upon such specific evidence, as referred to the definition of Cancer, Early Stage Cancer and Carcinoma-In-Situ in Appendix 1.1, 1.2 and 1.3. The date of Diagnosis is the date confirmed by Physician that the Insured Person has suffered from any Cancer, Early Stage Cancer or Carcinoma-In-Situ as defined under this Policy. "Early Cancer Advance Benefit" means the amount as determined under Clause 6.5.2 "Grace Period" means except for the initial Premium, a period of thirty-one (31) days after each Premium Due Date. "Insured Person" means the Insured Person as specified in the Policy Schedule, whose life is insured under this Policy. "Issue Date" means the date specified as such in the Policy

Schedule. The insurance of this Policy shall commence on that date.

means the date specified as such in the Policy Schedule, which is the due date for the last Premium payment.

means the amount as determined under Clause 6.3 that is payable on the Maturity Date.

means the date specified as such in the Policy Schedule. The Policy Term shall expire on that date.

where the data subject is an individual, means, including but not limited to, his full name, date of birth, place of birth, residential address, mailing address, taxpayer identification number, social security number, citizenship, residency, tax residency, etc.; where the data subject is a corporate, means its full name, place of incorporation/formation, registered address, address of place of business, mailing address, taxpayer identification number, as well as tax residency, registered address, address of the place of business or (if applicable) residential address of each of its substantial owners and controlling persons.

means a medical practitioner or surgeon who is duly licensed and registered under the Medical Registration Ordinance (Chapter 161 of the Laws of Hong Kong) or otherwise with equivalent qualifications and legally authorized to render western medical and surgical services in accordance with the laws of the location or country where surgery, medical treatment and/or services is provided, and who in rendering such surgery, medical treatment and/or services is practicing within the scope of his or her licensing and training. For the purpose of this Policy, Physician shall not include the Policyowner, the Insured Person, the Beneficiary, the insurance intermediary of the Policy, or the spouse or any immediate family member of the Policyowner or the Insured Person related by blood, marriage, adoption or affinity.

"Last Premium Payment Date"

"Maturity Benefit"

"Maturity Date"

"Personal Information"

"Physician"

"Plan Level"
"Policy"
"Policy Anniversary"
"Policy Date"
"Policy Information"
"Policy Term"
"Policy Termination Date"
"Policy Year"
"Policyowner"
"Pre-Existing Conditions"
Pre-Existing Conditions
"Premium"

"Premium Due Date"

means the plan level as specified in the Policy Schedule, which cannot be changed within the Policy Term.

means these Policy Provisions, together with the Policy Schedule, the Life Insurance Application Form, any written statements and declarations made by the Policyowner and the Insured Person to the Company from time to time, and any subsequent/additional provisions issued and signed by the Company's authorized signatory by way of rider, Endorsement or amendment which is/are stated to form part of the Policy.

means each anniversary of the Policy Date.

means the date specified as such in the Policy Schedule. Policy Anniversary, Policy Year, Policy Term and Premium Due Date shall be determined by that date.

means any information in respect of this Policy, and includes but is not limited to Policy number, Policy balance, account value, gross receipts and withdrawals and payments from this Policy, and the information collected from time to time by the Company in respect of the Policy.

means a fifteen (15)-year period commencing on the Policy Date and expiring on the Maturity Date.

means effective date of termination of Policy in accordance with Section 9.

means every twelve (12)-calendar month period from the Policy Date.

means the only person who can enforce all the rights and benefits under this Policy during the lifetime of the Insured Person, save and except for the rights that are vested in the Beneficiary or Assignee.

means any covered Cancer, Early Stage Cancer and Carcinoma-In-Situ:

- (a) which existed or was existing;
- (b) where its cause existed or was existing;
- (c) where the Insured Person had knowledge, signs or symptoms of the covered Cancer, Early Stage Cancer or Carcinoma-In-Situ:
- (d) where any laboratory test or investigation showed the presence of the covered Cancer, Early Stage Cancer or Carcinoma-In-Situ; or
- (e) which the Insured Person suffered or was suffering from;

prior to the Policy Issue Date or the last Reinstatement Date (whichever is later).

means the premium amount that the Policyowner has to pay to the Company under this Policy.

means the Policy Date for the initial Premium and the same date of each Premium billing period

corresponding with the Premium Mode for

subsequent Premiums.

"Premium Mode" means the frequency of Premium payment as

specified on the Policy Schedule, which cannot be

changed within the Policy Term.

"Reinstatement Date" means the effective date of reinstatement of Policy

in accordance with Clause 4.3.

"Successor Owner" means a person who is designated in accordance

with Clause 3.9.

"Sum Assured" means the protection amount of Cancer Benefit on

the Policy Schedule with reference to the Plan Level.

"Surrender Value" means the amount as determined under Clause 6.2.

#### **SECTION 3 - GENERAL PROVISIONS**

#### 3.1 Misstatement

The Policyowner and Insured Person shall disclose to the Company all the material facts in order for the Company to assess the risks for issuing this Policy. If any misstatement is found in respect of the Age, sex, smoking habit or other relevant facts of the Insured Person that may affect the terms of benefits provided under this Policy, the Company shall have absolute discretion to adjust the Plan Level and benefits payable, impose additional conditions, or reject claim requests based on the correct Age, sex, smoking habit and other relevant facts of the Insured Person. The Company shall have the right to void the Policy if the Insured Person is ineligible or disqualified for benefits under this Policy based on the correct facts, and the Company shall refund the Premium paid without interest for the period when the Policy becomes void, less any benefits paid.

#### 3.2 Incontestability

Subject to the applicable laws and all terms of the Policy, if the Policy remains in force over two (2) consecutive years from the Issue Date or the last Reinstatement Date (whichever is later), unless the Policy involves fraud, the Company shall not contest the validity of the Policy.

#### 3.3 Suicide Exclusion

If the Insured Person commits suicide whilst sane or insane within the first thirteen (13) months from the Issue Date or the last Reinstatement Date (whichever is later), the Company shall only refund to the Policyowner or the estate of the Policyowner the paid Premium without interest less any benefits paid.

## 3.4 Policy Assignment

During the Benefit Period, subject to the compliance with applicable laws and the Company's administrative rules by the Policyowner and upon receipt of the signed prescribed forms from the Policyowner and the Company's approval, the Policyowner may assign his rights under the Policy to other persons without the consent of any revocable Beneficiary. The Company shall not be responsible for legality and validity of such assignment as between the assignor and the Assignee and shall be entitled to regard as valid any assignment in respect of which an assignment document has been lodged with the Company.

#### 3.5 Beneficiary

## 3.5.1 Designation and Change of Beneficiary

The Policyowner may designate one or more Beneficiaries to whom the benefits under this Policy shall be payable in the event of death of the Insured Person, and change any revocable Beneficiary while the Policy is in force. The Policyowner is required to complete and sign the prescribed forms of the

Company for designating or changing the Beneficiary, and such designation or change shall become valid upon the approval of the Company. The Company shall not be responsible for legality and validity of such designation or change of Beneficiary. The Policyowner shall not designate any Beneficiary or change the proportion of the benefits payable to the Beneficiaries after the death of the Insured Person.

## 3.5.2 Payment to Beneficiary

Unless otherwise provided in this Policy.

- (i) if the Beneficiary predeceases the Insured Person, or if the Beneficiary and the Insured Person die at the same time, or if the Beneficiary does not survive ten (10) days from the death of the Insured Person, the interest of such deceased Beneficiary shall pass to other surviving Beneficiaries in such proportion as designated by the Policyowner. If there is no other surviving Beneficiary, or if the Policyowner does not designate any other Beneficiary, any benefits payable to the Beneficiary under this Policy shall be paid to the Policyowner or the estate of the Policyowner (as the case may be).
- (ii) if there is more than one (1) Beneficiary, any benefits payable to the Beneficiaries shall be paid in such proportion as designated by the Policyowner. If the Policyowner does not specify the proportion of the benefits to be paid to each Beneficiary, or the sum of all the proportions does not equal one hundred percent (100%), the Company shall have discretion to pay the benefits to all the Beneficiaries in equal shares or in such proportion as the Company shall think the most appropriate.

## 3.6 Policy Currency and Interest

All amounts payable to or by the Company under this Policy shall be paid in the Policy currency as set out in the Policy Schedule. The Policyowner may request the Company to accept payments or make payments under the Policy in the currency other than the Policy currency. Approval of such request would be subject to the Company's absolute discretion and the Company reserves the right to adopt an exchange rate as determined by the Company's absolute discretion. Unless specified otherwise, any amount payable under this Policy shall not carry any interest.

## 3.7 Enforcement by Third Parties

Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) shall not apply to this Policy. Any person who is not a party to this Policy cannot enforce any terms of this Policy.

# 3.8 Cooling-Off Period

If the Company directly receives the Policyowner's request to cancel the Policy in a written notice signed by him/her and the returned Policy (if applicable) within twenty-one (21) calendar days immediately following either the day of the delivery of the Policy or the Cooling-off Notice to the Policyowner or his/her nominated representative (whichever is earlier), provided that no claim payment under the Policy has been made, the Company shall cancel the Policy and refund the paid Premium without interest.

## 3.9 Successor Owner

- 3.9.1 During the Benefit Period, the Policyowner can designate a person to be a Successor Owner of the Policy in writing on the Company's prescribed form. Such designation shall be valid upon the Company's approval. The designation of Successor Owner shall be revoked automatically when:
  - (i) the Policyowner is changed;
  - (ii) a new Successor Owner is designated by the Policyowner and approved by the Company; or
  - (iii) the Successor Owner dies before the Policyowner.
- 3.9.2 In the event of the death of the Policyowner during the Benefit Period, the Successor Owner shall become the Policyowner of the Policy by submitting the Company's prescribed forms and upon the Company's approval and subject to applicable laws and regulations and the Company's administrative rules
- 3.9.3 The Company shall not be responsible for any payment it makes or other action it takes before the Company's approval under Clause 3.9.2.

#### **SECTION 4 - PREMIUM PROVISIONS**

#### 4.1 Obligation to Pay Premium

The Policyowner shall pay initial Premium on or before the Policy Date, otherwise this Policy shall be void. Unless otherwise specified in this Policy, the Policyowner shall, during the Benefit Period, pay the subsequent Premium periodically on each and every Premium Due Date in accordance with the Premium Mode as specified in the Policy Schedule. Each and every Premium (except the initial Premium) shall be paid by the end of the Grace Period. If any claim arises during the Grace Period, the Company shall be entitled to deduct any Premium that is due but unpaid from the amount payable under this Policy.

# 4.2 Paid-Up Policy

If all the Premiums up to and due on the Last Premium Payment Date as specified in the Policy Schedule have been paid under this Policy, this Policy shall continue to be in force as a paid-up policy until termination in accordance with Section 9. The Policyowner shall not be required to pay Premium during the paid-up period.

#### 4.3 Policy Reinstatement

If the Policy is terminated in accordance with Clause 9.2.2, the Policyowner may apply for reinstatement of Policy by submitting a written request to the Company within twelve (12) months of the Policy Termination Date. The Policyowner shall satisfy the Company's underwriting requirements on reinstatement, and pay all the overdue Premium and the Surrender Value that the Company has paid to the Policyowner, together with interest thereof (calculated at the interest rate as determined by the Company) accruing from the Policy Termination Date to the date of actual payment for the purpose of reinstatement. However, the Company shall not be liable to any claim incurred during the period commencing on the Policy Termination Date and expiring on Reinstatement Date.

#### SECTION 5 - FOREIGN TAX REPORTING AND WITHHOLDING OBLIGATIONS PROVISIONS

- 5.1 The Company shall observe and comply with various tax reporting and withholding obligations imposed by foreign and domestic laws, treaty, regulations, guidance, rules, codes of practices, guidelines, interjurisdictional and/or intergovernmental agreements and agreements with foreign governments or tax authorities, including but not limited to obligations under the U.S. Foreign Account Tax Compliance Act (FATCA), the Hong Kong laws and regulations regarding Automatic Exchange of Information (AEOI), and intergovernmental agreements for the implementation of FATCA and AEOI. The Policyowner shall:
  - (i) irrevocably agree to allow the disclosure by the Company of the Policyowner's Personal Information, Policy Information, and any updates and details of such information to any government or tax authority whether within or outside Hong Kong;
  - (ii) obtain irrevocable consent from any Claimant, Assignee and Beneficiary in allowing disclosure by the Company of his Personal Information, Policy Information, and any updates and details of such information to any government or tax authority whether within or outside Hong Kong;
  - (iii) provide the Company with the Personal Information and inform the Company of the tax regime to which the Policyowner is subject to in respect of any tax reporting and/or tax payment responsibilities (including but not limited to the Policyowner's jurisdiction(s) of residence for tax purposes, and the Policyowner's tax identification number(s) in the relevant jurisdiction(s)), and notify the Company promptly of any change or addition and details thereof within thirty (30) days of that change or addition:
  - (iv) complete, sign and provide all necessary documents and do such things as the Company may require;
  - (v) request any Claimant, Assignee and Beneficiary to provide the Company with any information (including but not limited to Personal Information) and/or complete and sign all necessary documents;

and the Company shall be waived from observing any data-privacy related and otherwise applicable restrictions to the extent necessary to comply with the requirement under FATCA and AEOI.

5.2 If the Policyowner, any Claimant, Assignee and Beneficiary fail to comply with any requirements under Section 5, or if the Company is prevented from making disclosure of relevant information in accordance with Section 5, the Company shall deduct or withhold such amount from any amount payable under the Policy and/or pay such amount to such government or tax authority, and/or disclose (whether during the Benefit Period and after policy termination) any Personal Information and/or Policy Information to such government or tax authority whether within or outside Hong Kong, as may be required by such government or tax authority and for the Company to ensure its observance and compliance with applicable requirements.

#### **SECTION 6 - BENEFITS PROVISIONS**

#### 6.1 Death Benefit

- 6.1.1 If the Insured Person dies during the Benefit Period, the Company shall, subject to Section 8, pay the Death Benefit to the Beneficiary in accordance with Clause 3.5.2.
- 6.1.2 The Death Benefit shall be an amount equal to the aggregate of:
  - (i) One hundred percent (100%) of the total paid and due Premium as at the death of the Insured Person; plus
  - (ii) HK\$5,000.

#### 6.2 Surrender Benefit

If the Policy terminates before the Maturity Date in accordance with Clause 9.2 or 9.3, the Company shall pay to the Policyowner the Surrender Value under this Policy as at the Policy Termination Date as determined in accordance with Section 9. The Surrender Value shall be a percentage of the total paid and due Premium. The percentage is specified in the table below:

and dde i remidin. The percentage is specified in the	ic table below.		
Policy Termination Date	Percentage		
Before the 3 <sup>rd</sup> Policy Anniversary	0%		
On or after the 3 <sup>rd</sup> Policy Anniversary but before	5%		
the 4 <sup>th</sup> Policy Anniversary			
On or after the 4 <sup>th</sup> Policy Anniversary but before	10%		
the 5 <sup>th</sup> Policy Anniversary	1076		
On or after the 5 <sup>th</sup> Policy Anniversary but before	200/		
the 6 <sup>th</sup> Policy Anniversary	20%		
On or after the 6 <sup>th</sup> Policy Anniversary but before	30%		
the 7 <sup>th</sup> Policy Anniversary			
On or after the 7 <sup>th</sup> Policy Anniversary but before	40%		
the 8 <sup>th</sup> Policy Anniversary	40 /6		
On or after the 8 <sup>th</sup> Policy Anniversary but before	F09/		
the 9 <sup>th</sup> Policy Anniversary	50%		
On or after the 9 <sup>th</sup> Policy Anniversary but before	55%		
the 10 <sup>th</sup> Policy Anniversary	3370		
On or after the 10 <sup>th</sup> Policy Anniversary but before	60%		
the 11 <sup>th</sup> Policy Anniversary			
On or after the 11 <sup>th</sup> Policy Anniversary but before	65%		
the 12 <sup>th</sup> Policy Anniversary	0378		
On or after the 12 <sup>th</sup> Policy Anniversary but before	70%		
the 13 <sup>th</sup> Policy Anniversary	70%		
On or after the 13 <sup>th</sup> Policy Anniversary but before	75%		
the 14 <sup>th</sup> Policy Anniversary			
On or after the 14 <sup>th</sup> Policy Anniversary but before	80%		
the 15 <sup>th</sup> Policy Anniversary			
Upon maturity of the 15-year Policy Term	100%		

## 6.3 Maturity Benefit

If the Policy continues to be in force and the Insured Person survives the Maturity Date, the Company shall pay one hundred percent (100%) of the total paid and due Premium to the Policyowner as at the Maturity Date.

#### 6.4 Cancer Benefit

- 6.4.1 If the Insured Person is Diagnosed by a Physician with a Cancer as defined in Appendix 1.1 during the Benefit Period, the Company shall, subject to Section 8, pay to the Policyowner the Cancer Benefit.
- 6.4.2 The Cancer Benefit shall be an amount equal to the Sum Assured with reference to the Plan Level as specified in the Policy Schedule, less any paid Early Cancer Advance Benefit under this Policy. The amount of benefit payable under each Plan Level is shown in Appendix 2.

## 6.5 Early Cancer Advance Benefit

- 6.5.1 If the Insured Person is Diagnosed by a Physician with an Early Stage Cancer or a Carcinoma-In-Situ as defined in Appendix 1.2 and Appendix 1.3 respectively during the Benefit Period, the Company shall, subject to Section 8, pay to the Policyowner the Early Cancer Advance Benefit.
- 6.5.2 The Early Cancer Advance Benefit shall be an amount equal to twenty percent (20%) of the Sum Assured with reference to the Plan Level as specified in the Policy Schedule. The amount of benefit payable under each Plan Level is shown in Appendix 2.
- 6.5.3 In the event that the Early Cancer Advance Benefit has been paid, the Death Benefit, Surrender Value and Maturity Benefit shall remain unchanged.
- 6.5.4 The Early Cancer Advance Benefit shall cease once it is paid under this Policy.

#### **SECTION 7 - EXCLUSIONS**

The Company shall not pay any Cancer Benefit or Early Cancer Advance Benefit resulting directly or indirectly from, or caused or contributed by (in whole or in part), any of the following:

- (a) Any Pre-Existing Conditions;
- (b) Any Cancer, Early Stage Cancer or Carcinoma-In-Situ which occurred within ninety (90) days from the Issue Date or the last Reinstatement Date (whichever is later);
- (c) The Insured Person dies within fourteen (14) days from the date of Diagnosis of Cancer (applicable to Cancer Benefit only);
- (d) Human Immunodeficiency Virus (HIV) and/or any HIV-related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutations, derivations or variations thereof (except AIDS/HIV due to Blood Transfusion and Occupationally Acquired AIDS/HIV); or
- (e) Drug addiction, alcoholism or intoxication by alcohol or drugs not prescribed by a Physician.

## **SECTION 8 - PAYMENT OF BENEFITS PROVISIONS**

# 8.1 Notice of Claim

Notice of claim shall be given in writing by the Policyowner or Claimant to the Company within thirty (30) days after the date of event which triggers any claim under this Policy or as soon as reasonably practicable in view of circumstances as the Company satisfies and determines in its absolute discretion.

## 8.2 Proof of Claim

- 8.2.1 The proof of claim shall include the prescribed forms of the Company, probate / letter of administration, proof of death, medical reports issued by the hospital or Physician and other proof (as the case may be) to the Company's satisfaction which shall contain the details in support of the claim including, without limitation, the cause the occurrence place and the duration, if applicable. To the extent permitted by law, the Company may request for an autopsy of the Insured Person at the costs of the Company.
- 8.2.2 The Claimant shall at his own expense provide all necessary information, documents, medical evidence as the Company may from time to time requires in connection with any claim under this Policy and in the form as prescribed by the Company. If proof is not given within the time specified, it must be shown by the Claimant that proof was given as soon as reasonably possible, otherwise the Company shall not be responsible for paying any benefits. A claim shall not be invalidated if it was not reasonably possible for the Claimant to furnish such proof within the required time.

- 8.2.3 Without prejudice to any rights of the Company in accordance with Section 5, the Company shall be entitled to deduct from the benefits or amounts payable under the Policy any outstanding amount, withdrawal amount, and any amount that the Company has paid under the Policy.
- 8.2.4 If the Policyowner or Claimant fails to submit proof of claim or refuse the Company's request for autopsy, the Company shall reserve the right not to pay any benefit under this Policy in respect of the claim.

#### 8.3 Discharge

- 8.3.1 The production by the Company of a receipt signed by the Policyowner or his executor / administrator of his estate, Beneficiary or his trustee or his executor / administrator of his estate, Claimant or any person entitled to receive Death Benefit, Cancer Benefit, Early Cancer Advance Benefit or other amounts under this Policy, or evidence that such amount has been deposited or cashed out, shall be a complete, valid and full discharge of the Company's obligation to pay such amount, and shall be final and conclusive evidence that the Company has duly performed relevant obligations under this Policy.
- 8.3.2 If the Company disclaims liability of claim under the Policy for any reason, in no case shall the Company be liable in respect of such claim after the expiration of twelve (12) months from the date of such disclaimer unless the claim is the subject of pending action in a court of competent jurisdiction.
- 8.3.3 In any claim for benefit whether or not by way of court action suit or other proceedings where the Company alleges that by reason of the terms and conditions of the Policy that benefit is not payable under the Policy, the burden of proving that benefit is payable shall be upon the Insured Person or the Policyowner or the Beneficiary(ies), as the case may be.

#### **SECTION 9 – TERMINATION PROVISIONS**

#### 9.1 Automatic Termination

Unless otherwise specified, all benefits under this Policy shall terminate forthwith on the earliest of the following dates:

- (i) Date of Death of Insured Person;
- (ii) Date of Diagnosis of Cancer; or
- (iii) Maturity Date.

# 9.2 Non-Payment of Premium

- 9.2.1 If the Company is unable to collect initial Premium on or before the Policy Date, this Policy shall be deemed to be void on the Policy Date. The Company shall not be liable under this Policy.
- 9.2.2 If the Company is unable to collect any subsequent Premiums which is due under this Policy by the expiry of Grace Period, this Policy shall terminate on the Premium Due Date that triggers such Grace Period.

## 9.3 Surrender by the Policyowner

During the Benefit Period, the Policyowner may apply for surrender of Policy by submitting the Company's prescribed form. This Policy shall terminate on the approval date of surrender or the last Premium Due Date (whichever is earlier) if the Policy is not paid-up; or the approval date of surrender if the Policy is paid-up.

## 9.4 Policy and Premium Position

- 9.4.1 The benefits and provisions under this Policy shall cease to have any effect on the Policy Termination Date. However, any claim that arises before the Policy Termination Date shall not be affected.
- 9.4.2 If the Policyowner has paid Premium which is due after the Policy Termination Date, such overpaid Premium shall be refunded without interest.
- 9.4.3 The payment to the Company or acceptance by the Company of any Premium subsequent to the Policy Termination Date shall not create any liability on the Company except that the Company shall be liable for refund any such Premium without interest.

#### APPENDIX 1 - DEFINITIONS OF CANCER, EARLY STAGE CANCER AND CARCINOMA-IN-SITU

#### A1.1 Cancer

Cancer is defined as:

- (a) A malignant tumour, characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissue.
- (b) The cancer must be confirmed by histopathological evidence of malignancy and confirmed by a Physician.
- (c) The term "Cancer" includes leukemia, lymphoma, and Hodgkin's disease.

The following cancers are excluded:

- i) All tumours which are histologically described as benign, pre-malignant or dysplasia;
- ii) Any lesion described as Carcinoma-In-Situ;
- iii) All skin cancers other than malignant Melanomas;
- iv) All tumours in the presence of HIV infection;
- v) Cervical Intra-epithelial Neoplasia (CIN I, CIN II, or CIN III) or Squamous Intra-epithelial lesion;
- vi) Tumours of the ovary classified as T1aN0M0 or FIGO 1A,
- vii) Any tumour of the thyroid histologically classified as T1N0M0 or of another equivalent or lesser classification according to the TNM Classification;
- viii) Prostate cancers which are histologically classified as T1a or T1b or are of another equivalent or lesser classification according to the TNM Classification;
- ix) Chronic Lymphocytic Leukaemia less than RAI Stage 3.

# A1.2 Early Stage Cancer

Early Stage Cancer is defined as:

- (a) The Diagnosis must be confirmed by histopathological evidence and confirmed by a Physician.
- (b) The presence of one of the following malignant conditions (the Pre-malignant lesions and conditions other than listed below are excluded):
  - Tumour of the thyroid histologically classified as T1N0M0 according to the TNM classification;
  - Tumour of the prostate histologically classified as T1a or T1b according to the TNM classification system;
  - iii) Chronic lymphocytic leukaemia classified as RAI Stage 1 or 2;
  - iv) Non melanoma skin cancer; or
  - v) Tumours of the ovary classified as T1aN0M0 or FIGO 1A

## A1.3 Carcinoma-In-Situ

Carcinoma-In-Situ is defined as:

- (a) The Diagnosis must be confirmed by histopathological evidence and confirmed by a Physician.
- (b) A localized pre-invasion lesion where cancer cells have not yet penetrated the basement membrane or invaded (in the sense of infiltrating and / or actively destroying) the surrounding tissues or stroma in any one of the following covered Organ Groups, and subject to any classification stated:
  - i) Breast, where the tumour is classified as TIS according to the TNM Staging method;
  - ii) Uterus, where the tumour is classified as TIS according to the TNM Staging method; or cervix uteri, classified as cervical intraepithelial neoplasia grade III (CIN III) or carcinoma-in-situ (CIS);
  - iii) Ovary and/or fallopian tube, where the tumour is classified as TIS according to the TNM Staging method or FIGO\* Stage 0;
  - iv) Vagina or vulva, where the tumour is classified as TIS according to the TNM Staging method or FIGO\* Stage 0;
  - v) Colon and rectum;
  - vi) Penis;
  - vii) Testis;
  - viii) Lung;
  - ix) Liver;
  - x) Stomach and esophagus;
  - xi) Urinary tract, for the purpose of in-situ cancers of the bladder, stage Ta of papillary carcinoma is included; or
  - xii) Nasopharynx
  - \* FIGO refers to the staging method of the Federation Internationale de Gynecologie et d'Obstetrique.

# APPENDIX 2 – SUMMARY OF BENEFITS UNDER EACH PLAN LEVEL

	T		I <b>-</b>	1
	Plan 1	Plan 2	Plan 3	Plan 4
Sum Assured	HK\$ 300,000	HK\$ 500,000	HK\$ 1,000,000	HK\$ 1,500,000
Death Benefit	100% of the total paid and due Premium plus HK\$ 5,000	100% of the total paid and due Premium plus HK\$ 5,000	100% of the total paid and due Premium plus HK\$ 5,000	100% of the total paid and due Premium plus HK\$ 5,000
Surrender Value	A percentage of the total paid and due Premium	A percentage of the total paid and due Premium	A percentage of the total paid and due Premium	A percentage of the total paid and due Premium
Maturity Benefit	100% of the total paid and due Premium	100% of the total paid and due Premium	100% of the total paid and due Premium	100% of the total paid and due Premium
Cancer Benefit	HK\$ 300,000 less any paid Early Cancer Advance Benefit	HK\$ 500,000 less any paid Early Cancer Advance Benefit	HK\$ 1,000,000 less any paid Early Cancer Advance Benefit	HK\$ 1,500,000 less any paid Early Cancer Advance Benefit
Early Cancer Advance Benefit	HK\$ 60,000	HK\$ 100,000	HK\$ 200,000	HK\$ 300,000