

WeCare Critical Illness Protection Plan 1

Policy Provisions

1. Key Terms of Your Policy

1.1 The Contract

The Policy Provisions together with the Application, and other Information received by Us from You (including the Life Assured), as well as any Notice and answers received by Us as evidence of insurability, comprises the entire legal contract between You and Us in relation to the Policy.

1.2 Ownership

While the Policy is in force and the Life Assured is alive, You are entitled to exercise the rights and options under the Policy.

1.3 Beneficiary

The beneficiary is entitled to the Compassionate Death Benefit under the Policy. You may nominate a beneficiary by submitting a Notice to Us.

If more than one beneficiary is nominated and surviving upon the death of the Life Assured, then each surviving beneficiary is entitled to receive the Compassionate Death Benefit, paid in equal shares (or in unequal shares if so specified).

If no beneficiary has been nominated before, or none are still alive at the time of the Life Assured's death, the Compassionate Death Benefit is payable to the Policyholder.

1.4 Cooling-off Period

You may cancel the Policy with a full refund of the premium and levy You have paid by sending a Notice to Us for cancellation within 21 days, after We send you the Policy or issue to you a Notice (informing You about the availability of the Policy and the expiry date of the cooling-off period), whichever is the earlier. The length of the cooling-off period can be changed by the Hong Kong Federation of Insurers.

2. What are You Covered for

2.1 Compassionate Death Benefit

In the event that the Life Assured dies (not by Suicide under Clause 3.1) while the Policy is in force and We approve the claim after receiving satisfactory proof of claim, a Compassionate Death Benefit equal to one hundred and five percent (105%) of Total Premiums Paid for the current Policy Benefit Term, less any indebtedness, will be paid to Your beneficiary under Clause 1.3. We will not pay any interest pending payment of any Compassionate Death Benefit under the Policy.

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The Compassionate Death Benefit will not be paid when death occurs immediately after and arises from or related to the diagnosis of Critical Illness specified under Clause 2.2.

2.2 Critical Illness Benefit

A Critical Illness Benefit will be payable to the Policyholder if the Life Assured is diagnosed with a Critical Illness specified under Clause 2.2 while the Policy is in force. The amount payable under the Critical Illness Benefit shall be equal to one hundred percent (100%) of latest Sum Assured as stated in the Policy Schedule or an Endorsement, less any indebtedness, will be paid to You.

Critical Illness means any of the following illnesses to the exclusion of all others:

a) Cancer

A malignant tumour characterized by 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 following are excluded:

- (i) All tumours which are histologically described as pre-malignant, non-invasive, or carcinoma-in-situ (including cervical dysplasia CIN-1, CIN-2 and CIN-3);
- (ii) Any skin cancers other than malignant melanomas;
- (iii) Any tumour of the thyroid histologically classified as T1N0M0 or are of another equivalent or lesser classification;
- (iv) prostate cancers histologically described as TNM classification T1a or T1b or T1c or are of another equivalent or lesser classification;
- (v) Chronic lymphocytic leukemia less than RAI Stage 3; and
- (vi) Tumours in the presence of the Human Immunodeficiency Virus.

b) Heart Attack

Death of heart muscle arising from inadequate blood supply to the heart. Diagnosis must be supported by all of the following conditions:

- (i) New electrocardiogram (ECG) changes indicating acute myocardial infarction; and
- (ii) Elevation of cardiac enzymes CK-MB or cardiac troponin T/I equal to, or higher than (\Rightarrow) 0.5ng/ml.

c) Stroke

Any cerebrovascular incident including infarction of brain tissue, cerebral and subarachnoid haemorrhage, cerebral embolism and cerebral thrombosis. Diagnosis must be supported by all of the following conditions:

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- (i) Evidence of permanent neurological damage confirmed by a consultant neurologist at least four (4) weeks after the event; and
- (ii) Findings on magnetic resonance imaging, computerised tomography, or other reliable imaging techniques consistent with the diagnosis of a new stroke.

The following conditions are excluded:

- (i) Transient Ischaemic Attacks;
- (ii) Brain damage, head injuries or neurological deficits due to an Accident or Injury, infection, vasculitis, and inflammatory disease and migraine;
- (iii) Vascular disease affecting the eye or optic nerve; and
- (iv) Ischaemic disorders of the vestibular system.

2.3 Children's Critical Illness Benefit

While the Policy is in force, if a Child of the Life Assured is diagnosed with a Critical Illness specified under Clause 2.2, a Children's Critical Illness Benefit, less any indebtedness, will be payable to the Policyholder.

The aggregate amount payable for each child under the Policy and all other insurance policies issued by the Company for the Life Assured shall be the lesser of the following:

- a) 50% of the latest Sum Assured as stated in the Policy Schedule or an Endorsement, or
- b) HKD300,000.

The maximum amount payable under the Children's Critical Illness Benefit for each child is HKD1,200,000.

A claim for Children's Critical Illness Benefit does not affect the cover for other children.

3. What is Not Covered

3.1 Suicide

The Policy will not be valid if the Life Assured commits suicide, whether sane or insane, while the Policy is in force during the following periods and Our liability shall be limited to the amount payable as set out below:

	Suicide occurs	Amount Payable
a)	Within twelve (12) months from the Policy Issue Date or the date of last reinstatement, whichever is later.	Refund of Total Premiums Paid for the current Policy Benefit Term without interest and less any indebtedness.

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b)	Within twelve (12) months from the effective date of increase of Sum Assured under Clause 7.2(a).	Refund of Total Premiums Paid for the additional Sum Assured plus one hundred and five percent (105%) of Total Premiums Paid for the original Sum Assured for the current Policy Benefit Term without interest and less any indebtedness.
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3.2 Waiting Period

No Critical Illness Benefit or Children's Critical Illness Benefit shall be payable if the sign(s) and/or symptom(s) of any Critical Illness manifested itself/themselves within sixty (60) days from

- a) the Policy Issue Date for Critical Illness Benefit (or the Child Benefit Effective Date for Children's Critical Illness Benefit); or
- b) the date of reinstatement of the Policy,

whichever is later.

If there is an increase of Sum Assured under Clause 7.2(a) and the sign(s) and/or symptom(s) of any Critical Illness has manifested itself/themselves within sixty (60) days from effective date of the increase of Sum Assured, the Critical Illness Benefit and Children's Critical Illness Benefit shall be determined based on the Sum Assured in the last Policy Benefit Term.

3.3 Exclusions

No benefit (except Compassionate Death Benefit) shall be payable if the Critical Illness is wholly or partly caused by or arising from or contributed by any of the following:

- a) Any Pre-existing Condition;
- b) Any congenital condition;
- c) While or because the Life Assured is under the influence of alcohol, narcotic, drug, medicine, except as prescribed by a Registered Medical Practitioner.

The Policy does not cover any Critical Illness of which diagnosis is made in any Hospital in China except for Hospitals in China that are rated by the People's Republic of China as a "third level first class" Hospital.

4. How to Claim

4.1 Claims Settlement

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You or Your beneficiary (referred to as the claimant) must submit a claim and proof of claim to Us as soon as reasonably possible after the claim event and/or the death of the Life Assured. Proof of claim must be submitted to Us within ninety (90) days from the date of diagnosis of the relevant Critical Illness.

All medical reports, medical evidences and/or report of diagnosis submitted to us must be issued by a Registered Medical Practitioner and are obtained at the claimant's expense.

4.2 Claims Payment

The benefit under the Policy shall be payable to Policyholder or the nominated beneficiary (as the case may be). Once a payment of the benefit is made, We will no longer be liable in any way in respect of that payment.

5. What about Premiums

5.1 Premium Payment

Your Policy will be valid as long as We accept the premiums paid by You.

Any due and paid premiums after the diagnosis of Critical Illness or death of Life Assured will be refunded to the Policyholder.

5.2 Grace Period

Premiums must be received by Us within 30 days of the premium due date ("Grace Period") except for the first premium. If We do not receive the premium during the Grace Period, We have the right to terminate Your Policy immediately. If a claim is made during the Grace Period, any overdue premium will be deducted from the benefit payable.

5.3 Renewal

While the Policy is in force, renewal is guaranteed at the end of the Policy Benefit Term, before the Life Assured's 81st birthday for a 5-year Policy Benefit Term or 76th birthday for a 10-year Policy Benefit Term without further evidence of insurability. The Policy will automatically be renewed for a new Policy Benefit Term with the Premium Payment Term remaining unchanged upon Our receipt of premium due for the new Policy Benefit Term. The premium will be adjusted on each renewal according to the attained Age of the Life Assured and at a rate determined by Us at the time of such renewal.

5.4 Levy

You grant consent to Us with collecting levy as well as agree to indemnify Us and keep Us indemnified against the liability arising from the collection of levy on the inception date pursuant to the applicable laws and regulations governing Your Policy.

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6. How will Your Policy End

6.1 Termination

The Policy may be automatically terminated if any of the following events occurs:

- a) The death of the Life Assured;
- b) We accept your request by a Notice to terminate the Policy;
- c) You fail to pay premium to Us causing the Policy to be terminated;
- d) Critical Illness Benefit is paid or payable;
- e) Your Policy is terminated by Us;
- f) On the Policy Anniversary at which the Life Assured attains 85th birthday;
- g) On the next day immediately after the end date of the last Policy Benefit Term renewed on or before the maximum renewal age under Clause 5.3; or
- h) You fail to complete the Customer Due Diligence exercise within thirty (30) working days from Policy Issue Date or during the Extended Period, perform any of Your Obligations under the Policy or Your action(s) (including omission) result(s) in the failure to meet any laws and regulations applicable to Us. However, in the event of the Policyholder's death before completing the Customer Due Diligence exercise within thirty (30) working days (or during the Extended Period) and death is not related to Critical Illness, we will accept a Compassionate Death Benefit claim subject to Clause 2.1.

If the Life Assured shows sign(s) and/or symptoms of any Critical Illness within the waiting period of sixty (60) days from the Policy Issue Date and before the end of the Extended Period, we will not accept Critical Illness Benefit claim but only a Compassionate Death Benefit claim subject to Clause 2.1.

Where the Life Assured shows sign(s) and/or symptoms of any Critical Illness after the waiting period of sixty (60) days from the Policy Issue Date but within the Extended Period, we will accept a Compassionate Death Benefit subject to Clause 2.1 or Critical Illness Benefit claim subject to claim's assessment.

We will not accept any claims after the effective date of termination.

7. What Can You Do to Your Policy

7.1 Changing the Beneficiary

While the Policy is in force and the Life Assured is alive, You may change the beneficiary by giving Us a Notice. A change of beneficiary shall be effective only if recorded by Us.

7.2 Option to Change Sum Assured

- a) Increase Sum Assured

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While the Policy is in force and during the lifetime of the Life Assured, the Sum Assured can be increased at Policy renewal, all increases will be subject to underwriting and must meet policy issue requirements.

b) Decrease Sum Assured

While the Policy is in force and during the lifetime of the Life Assured, the Sum Assured may be decreased at the next premium due date upon request, subject to the condition that the new Sum Assured meets the minimum Sum Assured requirements.

The changes take effect on the effective date as specified in the Endorsement and the premiums will be adjusted according to the new Sum Assured.

7.3 Reinstatement

If the Policy is terminated under Clause 5.2, You can request (subject to our final decision) to reinstate the Policy within twenty four (24) months from the date of termination subject to the following conditions:

- a) You submit a Notice by completing an application for reinstatement;
- b) The Life Assured does not exceed the maximum issue Age set by Us at the time of application for reinstatement;
- c) You submit valid evidence of insurability requested by Us at Your own expense; and
- d) You pay all overdue and unpaid premiums plus interest.

No benefit will be paid, payable or accrued between the date of termination under Clause 5.2 and the reinstatement date chosen by Us.

8. Other Terms You Should Know

8.1 Amendments

We reserve the right to amend the Policy Provisions and the Policy Schedule at any time in accordance with the relevant Hong Kong laws, regulatory policies or other statutory requirements, with immediate effect or at a later date by sending You a Notice, Policy Schedule and/or an Endorsement signed by Our authorized officers.

If there is incorrect or incomplete Information in the Application or in any statement, representation or document given to Us including any subsequent application requested by You, which We consider as material to Our decision to issue the Policy, or approve Your subsequent request, then We have the sole right to reject, amend or adjust the Policy including any benefit according to the full and correct Information.

8.2 Foreign Travel and Occupation

The Policy will be valid wherever You travel or work except when We notify You by a Notice of any restriction to travel or occupation outside Hong Kong.

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8.3 Incontestability

We have the right to challenge the validity of the Policy in the following periods:

- a) during the first two (2) years from the Policy Issue Date or the date of last reinstatement under Clause 7.3, whichever is later; or
- b) during the first two (2) years from the effective date of increase of Sum Assured under Clause 7.2(a). The right to challenge is only limited to the additional amount of the Sum Assured.

After two (2) years, We still have the right to amend the Policy under Clause 8.1 but will not raise a challenge on a claim made by You unless We consider there to be an element of fraud.

8.4 Currency of Payment

All money paid by Us or to Us must be in the currency as stated in the Policy Schedule.

8.5 Exclusion of Third Parties Rights

No one except You and Us shall have legal rights under the Contracts (Rights of Third Parties) Ordinances (Cap. 623 of the laws of Hong Kong) to enforce any terms of the Policy.

8.6 Law and Jurisdiction

The Policy is governed by and interpreted according to the laws of Hong Kong and the Hong Kong courts shall have the right to determine any issue, claim or dispute relating to the Policy.

9. What Words and Phrases Mean

9.1 Interpretation

- The singular includes the plural, the masculine includes the feminine and neuter gender, and in each case vice versa, unless specifically indicated otherwise
- Capitalisation and lower case wordings have the same meaning, unless otherwise stated.
- Where the words "include(s)" or "including" are used in the Policy, they are deemed to have the words "without limitation" following them. Unless an item is specifically stated in the Policy, then it is deemed excluded until accepted by a Notice from Us.

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- References made to a Clause or a sub-Clause are to a clause or sub-clause respectively of these Policy Provisions and references in the Policy to a schedule are to a schedule in this Policy.
- Where any provision of the Policy is inconsistent with Hong Kong law, the provisions of the Policy shall be valid to the extent allowed by such Hong Kong law.

9.2 Definitions

Word(s)	Meaning
Accident	An event caused solely and independently of all other causes, and directly by violent, unexpected, external and visible means.
Age	The Life Assured's age last birthday.
Application	The method of purchasing the Policy from Us including any statement, representation or document in electronic form or otherwise delivered to Us which contains Information we rely on when issuing the Policy.
Child	He or she is the biological or step or adopted child and has a lawful parent-child relationship with the Life Assured, and is below Age 18.
Child Benefit Effective Date	means the lawful parent-child relationship establishment date or the Policy Issue Date, whichever is later.
Customer Due Diligence	means any exercise which we are required to perform to fulfil our regulatory duty including but not limited to Anti-Money Laundering, Counter-Terrorist Financing and other tax and financial reporting obligations.
Endorsement	A Notice to record and confirm the amendments made by Us to the terms of the Policy.
Extended Period	means up to a maximum of one hundred and twenty (120) working days from the Policy Issue Date subject to the Company's discretion granted on a case-by-case basis.
Hospital	means a legally constituted establishment operated according to the country in which it is based and which: a) provides care and treatment to sick and injured persons on a resident in-patient basis; and b) has facilities for carrying out major surgeries; and c) provides a full-time nursing service; and d) has a Registered Medical Practitioner in attendance 24

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	hours a day; and
	e) is not primarily a clinic, or a place for the aged, disabled persons with mental disorders, alcoholics or drug addicts, or a nursing, rest or convalescent home or rehabilitation hospital/centre.
Illness	means a physical condition marked by pathological deviation from the normal healthy state.
Information	Any personal information or policy information requested by Us.
Injury	Bodily injury to the Life Assured caused by an Accident solely and independently of any other cause.
Life Assured	A person whose life is insured under the Policy.
Notice	A notification which is entered or is given by You, by Us or by any third party pursuant to the Policy. It includes any mode of representing or reproducing words, figures or symbols in visible form.
Pre-existing Condition	means any condition or Illness which existed or was existing or the cause or the signs or symptoms of which existed or were existing or evident, or any condition or Illness which the Life Assured or the Child has suffered or was suffering from, prior to <ol style="list-style-type: none">the Policy Issue Date for Critical Illness Benefit (or the Child Benefit Effective Date for the Children's Critical Illness Benefit);the date of last reinstatement of the Policy; orthe effective date of increase of the Sum Assured, whichever is the latest.
Policy	These Policy Provisions, the Policy Schedule, any other schedules or appendices attached to these Policy Provisions by Us, any additional provisions issued by Us and stated to form part of the Policy, the Application, any Endorsement issued by Us.
Policyholder	The owner of the Policy is, as stated in the Policy Schedule, an individual or an entity who is not a natural person, his or its representatives or assignees (including trustees where the

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	<p>Policy is subject to a trust), who is entitled to exercise the rights and options under the Policy.</p>
Policy Anniversary	<p>The same date in each subsequent calendar year as the Policy Effective Date as specified in the Policy Schedule or Endorsement.</p> <p>Where any date referred to herein falls on the 29th day of February, the equivalent date for a non-leap year shall be the 28th day of February.</p>
Policy Effective Date	<p>The date as specified in the Policy Schedule. The Policy Anniversary, Policy Year and premium due date will be determined according to this date.</p>
Policy Schedule	<p>The schedule to the Policy which sets out the particulars of the Policy and which may be amended by Us from time to time.</p>
Policy Year	<p>The period from the Policy Anniversary to the day before the next Policy Anniversary (The period from the Policy Effective Date to the day before first Policy Anniversary is the first Policy Year).</p>
Registered Medical Practitioner	<p>A doctor with a recognised degree in western medicine who is duly registered and authorised to practise in the relevant jurisdiction.</p>
Total Premiums Paid	<p>The total sum of each premium already due and paid for the benefits in contract currency.</p>
We, Us, Our, the Company	<p>Aviva Life Insurance Company Limited trading as Blue.</p>
You, Your	<p>Policyholder.</p>
Your Obligations	<p>means any contractual responsibility or requirement you are required to meet under the Policy including but not limited to payment of premium and completing verification process as well as providing any other Information upon Our request.</p>