Policy Provisions

1. Key Terms of Your Policy

1.1. The Contract

The Policy Provisions together with the Application (including but not limited to (i) the Policy Schedule, (ii) Endorsement, (iii) any Notice and answers received by Us as evidence of insurability and (iv) any other Information received by Us from You or the Life Assured) shall comprise the entire legal contract between You and Us in relation to the Policy and supersedes all earlier negotiations, representations, proposals, understandings and agreements, whether written or oral.

1.2. Ownership

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

1.3. Beneficiary

The beneficiary is entitled to the Death Benefit or Personal Accident Benefit specified under Clause 2.1 or Clause 2.3(a). You may nominate a beneficiary by submitting a Notice following Our prevailing guidelines at the relevant time 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 Death Benefit, paid in equal shares (or in unequal shares if so specified by You).

If You have not nominated a beneficiary before, or none of the beneficiary or beneficiaries (as applicable) are alive at the time of the Life Assured's death, the Death Benefit shall be payable to You or Your estate (as the case may be).

1.4. Cancellation Rights and Refund of Premium(s) within Cooling-off Period

You have the right to cancel the policy and obtain a refund of any premium(s) and levy paid by giving a cancellation request to Us via Our customer service portal. To exercise this right, the request of cancellation must be submitted by Yourself within the cooling-off period. The cooling-off period is the period of twenty-one (21) calendar days immediately following either the day of delivery of the Policy or policy issue notification to You (whichever is the earlier). The policy issue notification is a Notice that will be sent to You by Us to notify You of the cooling-off period around the time the Policy is delivered.

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2. Coverage

2.1. 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 Death Benefit equal to one hundred percent (100%) of the latest Sum Assured as stated in the Policy Schedule or an Endorsement, less any indebtedness, will be paid to Your beneficiary under Clause 1.3.

When Death Benefit is payable, no further benefit under this Policy shall be payable and the Policy will be terminated.

2.2. Critical Illness Benefit

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

When Critical Illness Benefit is payable, no further benefit under this Policy shall be payable and the Policy will be terminated.

2.3. Personal Accident Benefit

A Personal Accident Benefit will be payable to You or Your beneficiary under Clause 1.3 (as the case may be) if the Life Assured sustains an Injury and results in any of the following events within one hundred eighty (180) days from the date of the Accident:

- a) Accidental Death; or
- b) Accidental Dismemberment; or
- c) A Total Permanent Disability of the Life Assured.

The amount payable under the Personal Accident Benefit shall be equal to two hundred percent (200%) of the latest Sum Assured as stated in the Policy Schedule or an Endorsement, less any indebtedness.

Personal Accident Benefit is payable only if the Life Assured is aged between eighteen (18) to seventy-five (75) years old on the date of the Accident.

When Personal Accident Benefit is payable, no further benefit under this Policy shall be payable and the Policy will be terminated.

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3. What is Not Covered

3.1. Suicide

If the Life Assured commits suicide, whether sane or insane, within twelve (12) months from (i) the Policy Issue Date or (ii) the date of reinstatement, whichever is later, Our liability shall be limited to refund of Total Premiums Paid from the Policy Effective Date or reinstatement date, whichever is later, less any indebtedness.

We will not pay any interest pending payment under the Policy.

3.2. Waiting Period

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.

3.3. Exclusions

No Critical Illness Benefit shall be payable if Critical Illness is directly or indirectly, 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; or
- 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).

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.

No Personal Accident Benefit shall be payable if the claim is wholly or partly caused by or arising from or contributed by any of the following:

- a) Aviation or aerial activities including as a pilot or aircrew member except air travel as a fare paying passenger in a property licensed, fixed wing multi-engine aircraft constructed to carry passengers and operated by a licensed regular scheduled commercial air carrier;
- b) Cosmetic surgery;
- c) Intentionally self-inflicted Injury or suicide or suicide attempt whilst sane or insane;

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- d) The act of any Life Assured contrary to the law of the country or territory in which the act is committed;
- e) While or because the Life Assured is under the influence of alcohol, narcotic, drug, medicine, except as prescribed by a Registered Medical Practitioner.
- f) War (whether it is declared or not), invasion, act of foreign enemies, hostilities, strike, riot and / or civil commotion, civil war, rebellion, revolution, insurrection, terrorist acts, military or usurped power;
- g) Any Pre-existing Condition(s);
- h) The Life Assured's participation in, practice or training for any sport as a professional or semiprofessional sportsperson;
- i) Pregnancy, childbirth (including surgical delivery), miscarriage and abortion irrespective of whether such event is accelerated or induced by an Injury;
- j) Inhaling poisonous gas except from unavoidable hazard incident;
- k) Nuclear radiation, or contamination or the use of ionization or combustion of any nuclear weapons; or
- Participating in racing of any kind, competitive sports or hazardous activities including but not limited to martial arts, wrestling, boxing, hunting, horse riding, mountaineering, rock climbing, skydiving, bungee jumping, underwater activities, surfing, water skiing, and kayaking.

4. How to Claim

4.1. Claims Settlement

You or Your beneficiary under Clause 1.3 (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) calendar days from the date of death of the Life Assured or the date of diagnosis of the relevant Critical Illness or date of the claim event. We reserve the right to request for any other documents and/or examination at the claimant's expense.

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 You or Your beneficiary under Clause 1.3 (as the case may be). We will not pay any interest pending payment of any benefits under the Policy. Once a payment of the benefit is made, We will no longer be liable in any way in respect of that payment.

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5. Premiums

5.1. Premium Payment

The premium amount is specified in the Policy Schedule. Premiums are payable until the end of the Premium Payment Term as specified in the Policy Schedule. 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 or claim event will be refunded to You or Your estate (as the case may be).

5.2. Grace Period

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

5.3. Renewal

At the end of the Policy Benefit Term, before the Life Assured's 85th birthday for a 1-year Policy Benefit Term or 81st birthday for a 5-year Policy Benefit Term, 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 at a rate determined by Us at the time of Policy 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 Policy inception date pursuant to the applicable laws and regulations governing Your Policy.

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) On the Policy Anniversary at which the Life Assured attains 85th birthday;
- c) We accept your request by a Notice to terminate the Policy;
- d) You fail to pay premium to Us causing the Policy to be terminated;
- e) Death Benefit or Critical Illness Benefit or Personal Accident Benefit is paid or payable;
- f) Your Policy is terminated by Us;

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g) You fail to complete the Customer Due Diligence exercise within thirty (30) working days from Policy Issue Date or during the Extended Period, or fail to perform any of Your Obligations under the Policy or Your action(s) (including omission) result(s) in the failure to meet any laws or regulations applicable to Us. However, in the event of the Life Assured's death before completing the Customer Due Diligence exercise within thirty (30) working days or during the Extended Period, we will accept a 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 ninety (90) calendar days from the Policy Issue Date and before the end of the Extended Period, We will not accept Critical Illness Benefit claim.

Where the Life Assured shows sign(s) and/or symptoms of any Critical Illness after the Waiting Period of ninety (90) calendar days from the Policy Issue Date but within the Extended Period, We will accept a Critical Illness Benefit claim subject to Our claims 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 inforce 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

While the Policy is in force, the Sum Assured may be decreased at the next premium due date during the Premium Payment Term upon request, subject to the condition that the new Sum Assured meets the minimum Sum Assured requirements. For the avoidance of doubt, no premium will be refunded upon decrease of Sum Assured.

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. Increase in Sum Assured is not allowed.

7.3. Change of Occupation

When there is a change of the job duties, status or occupation of the Life Assured or the Life Assured engages in additional occupation while the Policy is in force, You must inform Us by Notice within thirty (30) working days from the date of change.

If You inform Us of the aforesaid change and the occupation is classified by Us as insurable, We shall change the terms and conditions of this Policy if applicable.

If You inform Us of the aforesaid change and the occupation is classified by Us as not insurable, We shall terminate Personal Accident Benefit and shall not adjust the premiums. If You inform Us of the aforesaid change again after the termination of Personal Accident Benefit and the latest occupation is classified by Us as insurable, We shall reinstate the Personal Accident Benefit, subject to our underwriting requirements.

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In the case of any change in occupation after policy issuance without Notice to Us, and the occupation is classified as insurable by Us at the time of Accident, We shall change the terms and conditions of this Policy if applicable.

In the case of any change in occupation after policy issuance without Notice to Us, and the occupation is classified as not insurable by Us at the time of Accident, We shall not be liable for Personal Accident Benefit claims arising from Injury directly or indirectly related to such occupation which the Life Assured is performing at the time of Accident. If this occurs, Personal Accident Benefit shall be terminated and the premium of this Policy will not be adjusted. For the avoidance of doubt, even if such Injury incurs when the Life Assured is working beyond regular hours, is not receiving any wages, or is performing an ad-hoc duty for the uninsurable occupation, it will be considered as being related to such uninsurable occupation.

For the avoidance of doubt, no premium will be refunded upon the termination of the Personal Accident Benefit.

7.4. Change of Residence

If the Life Assured permanently changes his or her residence to or remains for a period of one hundred eighty (180) consecutive days or more outside Hong Kong while the Policy is in force, You must inform Us of such change by Notice within thirty (30) working days from the date of such change. We shall terminate Personal Accident Benefit and the premium of this Policy will not be adjusted. For the avoidance of doubt, no premium will be refunded upon the termination of the Personal Accident Benefit.

In case of any permanent change with residence or remaining for a period of one hundred eighty (180) consecutive days or more outside Hong Kong after policy issuance without Notice to Us, then We shall not be liable for Personal Accident Benefit claims. If this occurs, We shall terminate Personal Accident Benefit and the premium of this Policy will not be adjusted. For the avoidance of doubt, no premium will be refunded upon the termination of the Personal Accident Benefit.

7.5. 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 (at a rate determined by US from time to time).

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

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8. Other Terms You Should Know

8.1. Amendments

We reserve the right to amend the Policy Provisions, the Policy Schedule and Endorsement 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.

8.2. Currency of Payment

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

8.3. 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.

8.4. 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.

8.5. Sanction

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

8.6. Misrepresentation or fraud

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.

We have the right to declare this Policy void as from the Policy Effective Date and notify You that no cover shall be provided for the Life Assured if any Application or claim submitted is fraudulent or where a fraudulent representation is made.

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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 Your Policy, they are deemed to have the words "without limitation" following them. Unless an item is specifically stated in Your Policy, then it is deemed excluded until accepted by a Notice from Us.
- References made to a Clause or a sub-Clause are to a clause or sub-clause respectively of these Policy Provisions and references in Your Policy to a schedule are to a schedule in Your Policy.
- Where any provision of Your Policy is inconsistent with Hong Kong law, the provisions of Your Policy shall be valid to the extent allowed by such Hong Kong law.
- If there is any inconsistency or conflict between the English version and the Chinese version, the English version shall prevail.

9.2. Definitions

Word(s)	Meaning
Accident, Accidental	An event caused solely or independently of all other causes, and directly by violent, unexpected, external and visible means.
Accidental Death	In the event that the Life Assured sustains an Injury and results in the death of the Life Assured within one hundred eighty (180) days from the date of the Accident.
Accidental Dismemberment	the Life Assured sustains Injury and results in total and irrecoverable loss of or loss of use of a particular part of the body as listed below within one hundred eighty (180) days from the date of Accident.
	 Total and irrecoverable loss of or loss of use of a) two limbs, at or above wrist or ankle joints; or b) sight in both eyes; or c) sight in one eye and one limb at or above wrist or ankle joints. Loss of use means complete and permanent total functional disablement or actual severance.
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

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otherwise delivered to Us which contains Information We rely on when issuing Your Policy.

- Congenital Condition means any congenital defect or disease which has manifested or been diagnosed before the Life Assured attained the Age of eight (8) years.
- Critical Illness Any of the Critical Illnesses as specified in the "Definition of Critical Illnesses" set out in Appendix 1 attached to this Policy and excludes all other illnesses.
- Customer Due Diligence 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 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

Information

Injury

- 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 twenty-four (24) 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.

Any information requested by Us for the purpose of processing the policy Application and on-going policy servicing.

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, as stated in the Policy Schedule.

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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.
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 or Endorsement, an individual who is entitled to exercise the rights and options under the Policy.
Policy Anniversary	The same date in each subsequent calendar year as the Policy Effective Date as specified in the Policy Schedule or Endorsement.
	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.
Policy Effective Date	The date as specified in the Policy Schedule. The Policy Anniversary, Policy Year and premium due date will be determined according to this date.
Policy Provisions	WeCare 3-in-1 Protector Policy Provisions.
Policy Schedule	The schedule to the Policy which sets out the particulars of the Policy and which may be amended by Us from time to time.
Policy Year	The period from the Policy Anniversary to the day before the next Policy Anniversary. (The period from Policy Effective Date to the date before the first Policy Anniversary is the first Policy Year).
Pre-existing Condition	Any condition, disability, illness or Injury which:
	 a) existed or continued to exist; or b) for which the Life Assured experienced symptoms or signs (even if the Life Assured has not consulted a Registered Medical Practitioner); or c) for which the Life Assured had received or continued to

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	d) for which diagnostic test(s) showed the pathological existence
	prior to the Policy Issue Date, the date of last reinstatement of this Policy or the effective date of Personal Accident Benefit, whichever is later.
Registered Medical Practitioner	Any person other than the Policyholder, the Life Assured, business partner(s) of the Life Assured, employee/employer of the Life Assured or a member of the Life Assured's immediate family (unless approved in advance by the Company in writing) who is licensed and registered under the Medical Registration Ordinance of Hong Kong or otherwise with equivalent qualifications and legally authorized to practice western medical and surgical services in accordance with the laws of the location where the relevant illness is diagnosed and who is acceptable to the Company.
Specialist	Any person other than the Policyholder, the Life Assured, business partner(s) of the Life Assured, employee/employer of the Life Assured or a member of the Life Assured's immediate family (unless approved in advance by the Company in writing) who is commonly recognised in the medical profession as a specialist in the medical specialty in respect of the relevant illness of the Life Assured.
Total Permanent Disability	 Means any Injuries that persists continuously for an uninterrupted period of at least one hundred eighty (180) days from date of diagnosis while the Policy is in force and completely prevents the Life Assured from a) ever performing any gainful occupation; or b) performing at least 3 of the following daily activities, without assistance: i. Transfer – getting in and out of a chair without help; or ii. Mobility – the ability to move from room to room without help; or iii. Toileting – the ability to voluntarily control bowel and bladder function; or iv. Dressing – putting on and taking off all necessary items of clothing without needing help; or v. Bathing and washing – the ability to wash in the bath or shower (including getting in or out of the bath or shower) or wash by any other means; or vi. Eating – all tasks of getting food into the body once it has been prepared.

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The disability must be certified by a Registered Medical Practitioner as being beyond hope of improvement or recover.

We, Us, Our, the Company Blue Insurance Limited.

You, Your, Yourself Policyholder.

Your Obligations

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.

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Appendix 1: Definition of Critical Illnesses

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

1) 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-insitu (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.

2) 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) A history of typic chest pain;
- (ii) New electrocardiogram (ECG) changes indicating acute myocardial infarction at the time of the relevant cardiac incidence; and
- (iii) Elevation of cardiac enzymes CK-MB or cardiac troponin T/I equal to, or higher than (=>) 0.5ng/ml.

3) 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:

- (i) Evidence of permanent neurological damage confirmed by a Specialist in neurology 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;

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- (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.

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