

WeCare 109% Refundable Critical Illness Protector

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 Compassionate Death Benefit specified under Clause 2.1. 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 Compassionate 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 Compassionate 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.

2. Coverage

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

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Benefit equal to one hundred and nine percent (109%) of Total Premiums Paid as at the date of the death of Life Assured, less any indebtedness, will be paid to Your beneficiary under Clause 1.3.

In the event that the Life Assured dies during the Extended Grace Period specified under Clause 2.5, any overdue premium during such Extended Grace Period shall be included as part of the amount of both Total Premiums Paid and indebtedness when applying the aforesaid calculation of the benefit payable for Compassionate Death Benefit.

When Compassionate Death Benefit is payable, no further benefit under Clause 2 shall be payable. 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 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 the higher of

- a) one hundred percent (100%) of the latest Sum Assured as stated in the Policy Schedule or an Endorsement; or
- b) one hundred percent (100%) of the Total Premiums Paid as at the date of diagnosis of relevant Critical Illness,

less

- c) any paid or payable Special Illness Benefit under Clause 2.3 if
 - (i) the Critical Illness is directly or indirectly, wholly or partly, caused by or arising from or contributed by the relevant Special Illness within one (1) year from the date of the diagnosis of such Special Illness; or
 - (ii) the Special Illness Benefit was paid because of Other Illnesses (with Intensive Care Unit stay) and the Critical Illness is diagnosed within one (1) year from the date of the diagnosis of such Other Illnesses (with Intensive Care Unit stay); and
- d) any indebtedness.

In the event that the Critical Illness Benefit becomes payable during the Extended Grace Period specified under Clause 2.5, any overdue premium during such Extended Grace Period shall be included as part of the amount of both Total Premiums Paid and indebtedness when applying the aforesaid calculation of the benefit payable of Critical Illness Benefit.

When Critical Illness Benefit is payable, no further benefit under this Clause 2 shall be payable.

2.3. Special Illness Benefit

A Special Illness Benefit will be payable to You if the Life Assured is diagnosed with a Special Illness while the Policy is in force. The amount payable under the Special Illness Benefit shall be equal to

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twenty percent (20%) of the latest Sum Assured as stated in the Policy Schedule or an Endorsement, less any indebtedness.

In the event that the Special Illness Benefit becomes payable during the Extended Grace Period specified under Clause 2.5, any overdue premium during such Extended Grace Period shall be included as part of the indebtedness when applying the aforesaid calculation of the benefit payable of Special Illness Benefit.

We only pay the Special Illness Benefit once for each Policy and this benefit will be automatically terminated when it becomes payable.

2.4. Premium Refund Benefit

A Premium Refund Benefit will be payable to You, if the Policy is terminated under Clauses 6.1(b), 6.1(c) or 6.1(d), in accordance with the following table as a percentage of the Total Premiums Paid. The value of such percentage is determined by reference to the Policy Year in which this Policy is terminated as follows. If the effective date of termination falls on the Policy Anniversary within the Premium Payment Term, the percentage of Total Premiums Paid shall correspond to the Policy Year prior to the Policy Anniversary referred to herein:

Policy Year	Percentage of Total Premiums Paid
1 st	0%
2 nd	0%
3 rd	20%
4 th	30%
5 th	40%
6 th	50%
7 th	60%
8 th	70%
9 th	80%
10 th	95%
At Policy Maturity Date	109%

For the avoidance of doubt, levy will not be refunded to You when the Premium Refund Benefit becomes payable.

2.5. Unemployment Benefit

In the event that You are made redundant or laid off at any time from one (1) year after the Policy Issue Date or any reinstatement date of the Policy (whichever is later) and during the Premium Payment Term while the Policy is in force, You may apply for the Unemployment Benefit to extend the Grace Period under Clause 5.2 to a maximum of one (1) year from the next premium due date ("Extended Grace Period"), subject to the following conditions:

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- a) You submit a Notice and valid evidence to Us to request for the Unemployment Benefit within thirty (30) calendar days from the termination date of Your employment, before which You have been lawfully and gainfully employed for a minimum of six (6) consecutive months; and
- b) The reason of the termination of Your employment is redundancy or layoff. For the avoidance of doubt, the Unemployment Benefit shall not be applicable (i) for self-employment and/or (ii) if the reason of the termination is voluntary redundancy or disciplinary action(s).

If We do not receive the premium by the end of the Extended Grace Period, We have the right to terminate Your Policy immediately with effect as at the due date of the first unpaid premium during the Extended Grace Period. If a claim is made during the Extended Grace Period, any overdue premium will be deducted from the benefit payable.

You may resume premium payment during the Extended Grace Period by submitting a Notice to Us and paying all overdue and unpaid premiums.

The Unemployment Benefit can only be exercised once for each Policy, regardless of the length of the Extended Grace Period used.

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 paid or payable Special Illness Benefit specified under Clause 2.3.

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

3.2. Waiting Period

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

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

whichever is later.

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3.3. Exclusions

No benefit (except Compassionate Death Benefit) shall be payable if the Special Illness or 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 or Special 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

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 for Compassionate Death Benefit, Critical Illness Benefit and Special Illness Benefit must be submitted to Us within ninety (90) calendar days from the date of death of the Life Assured or the date of the diagnosis of the relevant Critical Illness or Special Illness. 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.

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.

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Any due and paid premiums after the diagnosis of Critical Illness or death of Life Assured 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 or when the Policy is in Extended Grace Period as specified under Clause 2.5. 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. 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) The Policy Maturity Date;
- 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) Critical Illness Benefit is paid or payable;
- f) Your Policy is terminated by Us;
- 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 including compliance with FATCA Obligations and Other Tax and Financial Reporting Obligations. 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 Compassionate Death Benefit claim subject to Clause 2.1.

If the Life Assured shows sign(s) and/or symptoms of any Critical Illness and/or Special Illness within the Waiting Period of sixty (60) calendar days from the Policy Issue Date and before the end of the Extended Period, we will not accept Critical Illness Benefit and/or Special 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 and/or Special Illness after the Waiting Period of sixty (60) calendar days from the Policy Issue Date but within

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the Extended Period, we will accept a Compassionate Death Benefit subject to Clause 2.1, Critical Illness Benefit and/or Special 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 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

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, except when the Policy is in Extended Grace Period as specified under Clause 2.5, 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 Policy Ownership

While Your Policy is in force, You may change the ownership of the Policy to Your designated person by giving Us a Notice following Our prevailing guidelines at the relevant time to Us. The person You designated will take over all the rights and interests of You.

7.4. Reinstatement

If the Policy is terminated under Clause 2.5 or 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;
- d) You pay all overdue and unpaid premiums plus interest (at a rate determined by US from time to time); and
- e) You return the sum paid to You under Clause 2.4 (if any) upon Policy termination plus interest (at a rate determined by US from time to time).

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No benefit will be paid, payable or accrued between the date of termination under Clause 2.5 or 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, 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. Foreign Travel and Occupation

Your Policy will be valid wherever You travel or work except when We notify You by a Notice of any restrictions on travel or work outside Hong Kong.

8.3. Currency of Payment

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

8.4. FATCA Obligations and Other Tax and Financial Reporting Obligations

a) You must:

- (i) as a condition of the Policy issued to You, and from time to time while the Policy is in force when We require You to do so, provide Us with Required Information about Yourself and other Account Holders (as applicable);
- (ii) where there is any change in Required Information already provided to Us (including any change in the residency, citizenship or tax status of an Account Holder), notify Us immediately of this by a Notice and provide Us with such information, documentation and certification in that regard as We may require; and
- (iii) where there is a change in Account Holder, immediately provide to Us the Required Information for the new Account Holder (and where You propose that change, for example by notifying Us You want to assign Your rights under the Policy or nominate a new beneficiary, You must provide Us with the Required Information on the new Account Holder as a condition to Us agreeing that change).

b) You acknowledge that in order for Us to issue the Policy to You and/or to provide some or all of the benefits that are otherwise available to You under its terms and/or for the Policy to

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remain in force in accordance with the terms hereunder, You agree to assist the Group to meet the Group's Tax and Financial Reporting Obligations in the manner and upon the terms and conditions as set out herein below.

- c) You acknowledge that We and/or other companies within the Group is/are or may be required:
 - (i) to collect, gather, store, compile, use and process Information and to disclose and/or transmit any of the Information to a Regulatory Authority including to any Regulatory Authority that may be located outside of Hong Kong (or to withholding agents, custodians, qualified intermediaries, and other intermediaries who are responsible for the transmittal of funds under this Policy to Your account) in accordance with any local or foreign law, regulation, code or guideline and/or to satisfy Our Tax and Financial Reporting Obligations and/or other relevant companies within the Group;
 - (ii) to transfer Your Information to third parties (including to any companies within the Group) for the purpose of providing outsourced services to support the Group's business operations and that these service providers and data processors may be located outside of Hong Kong.
- d) You acknowledge You have provided Us and/or other companies within the Group with the relevant Information and hereby consent and agree that the relevant companies within the Group may collect, store, compile, use and process such Information and disclose, transfer and/or report such Information to the Regulatory Authority (or to withholding agents, custodians, qualified intermediaries, and other intermediaries who are responsible for the transmittal of funds under this Policy to Your account) and any third party service providers and data processors referred to in sub-clause c) above.
- e) In the event where You have provided or will provide Us and/or other companies within the Group with Personal Data of employees, directors, officers, contractors, agents, shareholders and Account Holders; You hereby warrant that You have obtained, or undertake that You will obtain, the consent of and from each data subject permitting the disclosure of such Personal Data to the relevant companies within the Group and the use, process, disclosure and transfer of such Personal Data by the relevant companies within the Group in the manner contemplated under sub-clause c) above. You will fully and continually indemnify the Group from and against any and all claims, losses and liabilities incurred as a result of any failure on Your part to have obtained such consent.

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- f) You shall, within thirty (30) days of Our written request to You, provide Us and/or the relevant company(ies) within the Group with any Information requested by Us or take such other action as specified in the request that We reasonably believe or consider to be required in order for Us and/or the relevant company(ies) within the Group to comply with Our/their Tax and Financial Reporting Obligations. In the event where You fail to provide Us and/or the relevant company(ies) within the Group with any of the Requested Information or to take such other action specified by Us in the request within the time period stated in the Request, and if We reasonably believe it to be necessary in order for Us and/or the relevant company(ies) within the Group to comply with Our/their Tax and Financial Reporting Obligations, We and the relevant companies within the Group shall be entitled to, and You hereby irrevocably authorize Us and the relevant companies within the Group to take the following actions, upon notification to You and without incurring any liability whatsoever to You or any other person for these actions:
- (i) report the Policy to a Tax Authority;
 - (ii) disclose or transmit any of the Information to a Tax Authority;
 - (iii) withhold any part or all of any payment, sum or benefit that would otherwise be paid or would accrue to You, Life Assured and/or beneficiary (as applicable) under the Policy and/or permanently pay over or otherwise account for all or part of such withheld amount to a Tax Authority and whether calculated by Us or as specified by the Tax Authority or by any law, legislation or regulation of Hong Kong or any foreign jurisdiction;
 - (iv) terminate the Policy, in which event, the termination shall take effect as if the Policy had been surrendered pursuant to the terms of the Policy after taking into account any withholdings of amounts that are required on or prior to the date of termination and Clause 6 shall also apply; and/or
 - (v) take any such other action(s) as We and/or the relevant company(ies) within the Group may reasonably determine in the circumstances or as directed or designated by a Regulatory Authority including but not limited to making adjustments to the calculated values, balances, benefits or entitlements under the Policy.
- g) You consent to Us deducting and withholding Withholding Tax from payments made to or from the Policy account and remitting this to the IRS to comply with Our FATCA Obligations including, without limitation, to Us deducting and withholding Withholding Tax on withholdable payments into the Policy and remitting this to the IRS if the IRD fails to exchange

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Information with the IRS under IGA (and the relevant tax Information exchange agreement between Hong Kong and the U.S.) or if You are or any other Account Holder is a Non Participating FFI. You agree that in the event that We withhold any amounts that would otherwise be paid or would accrue (howsoever expressed) to the Policyholder, Life Assured and/or beneficiary (as applicable) under the Policy, We shall administer the Policy on the basis that in its reasonable opinion fairly reflects the effect of such withholdings on the Policy, including but not limited to, pay to the Tax Authority or otherwise account for all or part of such withheld amount to the Tax Authority.

- h) Where You have an obligation under the Policy with respect to Account Holder Information relating to any other Account Holder, You must use Your best endeavours to procure that the other Account Holder complies with that obligation with regard to their Account Holder Information including providing to Us directly that Account Information and supporting documentation and certification and giving Us their consent to the disclosure and transfer of that Account Holder Information to the Tax Authority and deducting and withholding Withholding Tax and remitting this to the IRS. You agree We may contact the other Account Holders directly for these purposes.
- i) If the Required Information provided by You is misleading, false or inaccurate and such Required Information causes Us and/or any relevant companies within the Group to commit an offence or contravene any provision of any law(s), legislation(s), regulation(s) or code(s) of practice/conduct in Hong Kong or in any foreign jurisdiction to which the Group or the relevant company is subject, or as assumed by it in relation to FATCA Obligations and Other Tax and Financial Reporting Obligations, You will fully and continually indemnify Us and/or each such company from and against any and all claims, losses and liabilities incurred as a result of any failure on Your part to ensure the truthfulness and accuracy of such Required Information.

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.

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8.7. 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.

8.8. 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.

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.
Account Holder	means, in respect of the Policy:

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- a) the Policyholder;
- b) each Controlling Person;
- c) the Life Assured;
- d) each person entitled to access the Policy's value (for example, through a loan, withdrawal, surrender or otherwise) or the ability to change a beneficiary under the Policy which will usually also be the Policyholder but also:
 - (i) any person to whom the Policyholder assigns any of those rights under the Policy; and
 - (ii) the Policyholder's personal representatives, executors or administrators on the death or bankruptcy of an individual Policyholder or insolvency of corporate Policyholder; and
 - (iii) any person entitled to receive a future payment under the Policy such as a beneficiary,

reference to each of the persons referred to in (a) to (d) above shall include his/her signatory and lawful attorney.

Account Holder Information

means the information about Account Holders We are required to obtain as part of Our FATCA Obligations and Other Tax and Financial Reporting Obligations which currently includes:

- a) where the Account Holder is an individual, any information, data, form, documentation, written statement or certification relating to the person including, but not limited to, in respect of such person, their name, date and place of birth, residential address(es), mailing address(es), contact information (including telephone number(s)), personal and marital status, U.S. taxpayer identification number, U.S. social security number, nationality(ies), citizenship(s), residency(cies), domicile(s), tax status(es)/residency(cies), taxpayer identification number(s) (in Hong Kong and other foreign jurisdictions), details of any other tax regimes to which they are subject or in respect of which they have any tax reporting or tax payment obligations, and any Personal Data relating to the person; and
- b) where the Account Holder is a corporate or other entity, any information, data, form, documentation, written statement or certification relating to the same including, but not limited to, its full name, date and place of incorporation or formation, registered address, address(es) of place of business(es), nature of business,

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organization, jurisdiction(s) of its residence(cies), U.S. taxpayer identification number, tax status(es), tax residency(cies), taxpayer identification number(s) (in Hong Kong and other foreign jurisdictions), and details of any other tax regime to which it is subject or in respect of which it has any tax reporting or tax payment obligations, identity, information and Personal Data relating to each of its officers, directors, managers and Controlling Person(s); whether the entity is publicly traded or not; in case where the entity is privately held, identity, address(es), country(ies) of residence(s), country(ies) of tax residence(s), nationality(ies), date and place of birth of each shareholder and Controlling Person; and such other information and Personal Data as We may require about each of the Account Holder's shareholders or Controlling Persons.

Activities of Daily Living

means the following activities:

- a) dressing – the ability to put on and take off clothing without assistance;
- b) toileting – the ability to use the toilet, including getting on and off without assistance;
- c) mobility – the ability to get in and out of a bed or a chair without assistance;
- d) continence – the ability to control bowel and bladder function;
- e) feeding – the ability to get food from a plate into the mouth without assistance; and
- f) bathing and showering – the ability to bathe and shower without assistance.

Additional Information

means any information, data, form, documentation, written statement or certification in addition to Account Holder Information and Policy Information that is in the possession of the Group or any companies within the Group or that the Group or any companies within the Group may require from You in order to fulfil or comply with the Group's FATCA Obligations and Other Tax and Financial Reporting Obligations.

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 Your Policy.

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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.
Controlling Person	means, in respect of the Policy, a person who directly or indirectly has control: <ul style="list-style-type: none">a) With respect to a legal person, such as a company, a person who has a direct or indirect share ownership at or above a certain percentage of the company; is directly or indirectly entitled to exercise or control the exercise of not less than a certain percentage of the voting rights at general meetings of the company; or exercises ultimate control over the management of the company. If the legal person is acting on behalf of another person over whom the individual exercises control, the individual is a Controlling Person;b) With respect to a partnership, a person who is entitled to or controls, directly or indirectly, not less than a certain percentage of the capital or profits of the partnership, or is directly or indirectly entitled to exercise or control the exercise of not less than a certain percentage of the voting rights in the partnership, or exercises ultimate control over the management of the partnership. If the partnership is acting on behalf of another person over whom the individual exercises control, the individual is a Controlling Person;c) With respect to a legal person which is not a company, partnership or trust, an individual who ultimately owns or controls the legal person. If such legal person is acting on behalf of another person over whom the individual exercises control, the individual is a Controlling Person; andd) With respect to a legal arrangement, which is a trust, a person exercising ultimate effective control over the trust which may include the settlor, the trustee(s), the protector (if any), a beneficiary or class of beneficiaries, without reference to thresholds, or any individual who is in a position similar to any of such persons or an individual exercising control over any such person.
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

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	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.
FATCA	means the U.S. Foreign Tax Compliance Act as amended from time to time.
FATCA Obligations	means Our obligations under FATCA (as varied or supplemented by the IGA) including, without limitation, Our obligations to undertake due diligence on Account Holders to identify U.S. Accounts and U.S. Account Holders, to report information on U.S. Account Holders and U.S. Accounts to the Tax Authority, and to obtain their consent to do so, and to deduct and withhold tax from certain payments made to or from certain U.S. Accounts and to remit this to the IRS pursuant to applicable laws and regulations.
FFI	means foreign financial institution as defined under FATCA.
Group	The Company and its holding companies, branches, subsidiaries, representative offices and affiliates, wherever situated. Affiliates include branches, subsidiaries, representative offices and affiliates of any company(ies) which We and/or its branches, subsidiaries, representative offices or affiliates has control of or is being controlled by branches, subsidiaries, representative offices and affiliates of Our holding companies, wherever situated.
Hospital	<p>A legally constituted establishment operated according to the country in which it is based and which:</p> <ol style="list-style-type: none">provides care and treatment to sick and injured persons on a resident in-patient basis; andhas facilities for carrying out major surgeries; andprovides a full-time nursing service; andhas a Registered Medical Practitioner in attendance twenty-four (24) hours a day; andis 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.

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IGA	means the intergovernmental agreement made between Hong Kong and the U.S. in respect of FATCA as may be amended from time to time.
Information	Any information requested by Us for the purpose of processing the policy Application and on-going policy servicing.
Injury	Bodily injury to the Life Assured caused by an Accident solely and independently of any other cause.
Intensive Care Unit	means that part or unit of a Hospital established for and devoted to providing intensive medical and nursing care for inpatients.
IRS	means the U.S. Internal Revenue Service as defined under FATCA.
Life Assured	A person whose life is insured under the Policy, as stated in the Policy Schedule.
Non Participating FFI	means an FFI other than a participating FFI, a deemed-compliant FFI or an exempted beneficial owner as defined under FATCA.
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.
Other Tax and Financial Reporting Obligations	In respect of the Group or a company within the Group, any obligation that the Group or the relevant company is currently, or may in the future be, subject to, whether in accordance with any law, legislation, regulation or code(s) of practice/conduct in Hong Kong or any foreign jurisdiction to which the Group or the relevant company is subject or as assumed by it, whether contractually, voluntarily or otherwise for the protection of the relevant company or the Group's legitimate interests (including but NOT to limited to the implementation of the U.S. Foreign Account Tax Compliance Act pursuant to the intergovernmental agreement between Hong Kong and the U.S., the legal provisions for exchange of financial account information provided under the Inland Revenue Ordinance (Cap. 112), provisions issued by the Organization for Economic Co-operation and Development, including a Competent Authority Agreement to implement its Common Reporting

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Standard, all as currently in force and as amended and supplemented from time to time):

- a) to determine the tax status of the Policyholder, the Life Assured and/or the Beneficiary;
- b) to provide any Information to a Regulatory Authority;
- c) to withhold any payment, sum or benefit that would otherwise be paid or would accrue to You, Life Assured and/or Beneficiary (as applicable) under the Policy and/or permanently pay over all or part of the withheld amount to a Regulatory Authority;
- d) to terminate the Policy; and/or
- e) to take any such other action as may be reasonably required in the circumstances, including but not limited to, making reasonable adjustments to Your calculated balances, benefits, or entitlements under the Policy to reflect and accommodate the Group's or the relevant company's actions under this paragraph whether such action is directed or designated by the Regulatory Authority.

Personal Data

Any information or data which would fall within the definition of "Personal Data" as defined in Personal Data (Privacy) Ordinance (Cap. 486) as currently in force and as amended and supplemented from time to time.

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.

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Policy Information	Any information, documentation, statement or certification (electronic or otherwise) relating to the Policy or any other policies issued by any company within the Group of which You are a holder (“Other Policies”), including but not limited to the name(s) of the Policyholder, Life Assured and Beneficiary, policy number(s), premium, benefits under the Policy and Other Policies (if applicable), denominated currency(ies), values, gains, losses, credits, debits, charges, withdrawals, balances, transfers, trust and beneficiary arrangements, lapses, reinstatements and surrender of Your Policy and Other Policies (if applicable) and all instructions received by the relevant company(ies) within the Group in connection with the Policy and Other Policies (if applicable) from time to time.
Policy Provisions	WeCare 109% Refundable Critical Illness 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: <ol style="list-style-type: none">existed or continued to exist; orfor which the Life Assured experienced symptoms or signs (even if the Life Assured has not consulted a Registered Medical Practitioner); orfor which the Life Assured had received or continued to receive treatment, medication or any investigation; orfor which diagnostic test(s) showed the pathological existence <p>prior to the Policy Issue Date or the date of last reinstatement of this Policy, whichever is later.</p>
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

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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.

Regulatory Authority

Any relevant legal, statutory, regulatory, administrative, law enforcement, governmental, tax or other authority in Hong Kong or in any other jurisdiction(s) (including but not limited to the Hong Kong Inland Revenue Department, the U.S. Internal Revenue Service, and the relevant agencies of the Organization for Economic Co-operation and Development).

Required Information

means any Account Holder Information, Policy Information and Additional Information.

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.

Special Illness

Any of the Special Illnesses as specified in the "Definition of Special Illnesses" set out in Appendix 2 attached to this Policy and excludes all other illnesses.

Specified U.S. Person

has the same meaning as defined under FATCA and includes:

- a) certain U.S. citizens or resident individuals;
- b) certain U.S. partnerships or corporations; and
- c) certain trusts the administration of which is governed by the U.S. courts or the Controlling Person(s) of which include a U.S. citizen or resident.

Tax Authority

means the U.S. Internal Revenue Service ("IRS"), the Hong Kong Inland Revenue Department ("IRD") and any other competent tax authority to which We or any company within the Group are required to report the Required Information or any part thereof and a "Tax Authority" shall be construed accordingly.

Total Premiums Paid

The total sum of premium already due and paid by You under the Policy.

U.S.

means the United States of America.

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U.S. Account	means an account held by one or more Specified U.S. Person(s) or an entity of which one or more Controlling Person(s) is a Specified U.S. Person.
U.S. Account Holder	means, in respect of a U.S. Account, a Specified U.S. Person, or an entity of which one or more Controlling Persons(s) is a Specified U.S. Person, who holds that U.S. Account.
We, Us, Our, the Company	Blue Insurance Limited.
Withholding Tax	Withholding tax.
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.

SPECIMEN

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Appendix 1: Definition of Critical Illnesses

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

A) Cancer

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-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) Critical Illnesses related to Heart

2) **Aorta Graft Surgery**

Undergoing of a laparotomic or thoracotomic 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, even if a portion of aorta is removed during the operative procedure is excluded.

3) **Coronary Artery By-Pass Grafts**

The actual undergoing of open-heart surgery to correct narrowing or blockage of one (1) or more coronary arteries with insertion of bypass graft(s). The procedure must be considered medically necessary by a Specialist in cardiology.

The following are excluded:

- (i) Angioplasty; and
- (ii) Intra arterial, catheter based techniques or laser procedures.

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4) 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 typical 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 (\Rightarrow) 0.5ng/ml.

5) Heart Valve Replacement or Repair

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 Specialist in cardiology and supported by appropriate investigations. Catheter based techniques including but not limited to, balloon valvotomy and valvuloplasty are excluded.

6) Other Serious Coronary Artery Disease

Severe coronary artery disease in which at least three (3) of the below major coronary arteries are individually occluded by a minimum of sixty percent (60%) or more:

- (i) Left main stem artery;
- (ii) Left anterior descending artery;
- (iii) Circumflex artery; and
- (iv) Right coronary artery.

The branches of the above are excluded.

Diagnosis must be supported by coronary angiogram only, non-invasive diagnostic procedures is excluded.

7) 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. Diagnosis must be supported by all of the following conditions:

- (i) Mean pulmonary artery pressure > 40 mmHG;
- (ii) Normal pulmonary wedge pressure < 15 mmHg;
- (iii) Pulmonary vascular resistance > 3mmHg.min/L;
- (iv) Confirmed by a Specialist in cardiology or in respiratory medicine; and

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(v) Supported by data provided at cardiac catheterisation.

The following are excluded:

- (i) Pulmonary hypertension associated with lung disease;
- (ii) Chronic hypoventilation;
- (iii) Pulmonary thromboembolic disease;
- (iv) Diseases of the left side of the heart; and
- (v) Congenital heart disease.

C) Critical Illnesses related to Nervous System

8) Alzheimer's Disease

Progressive and permanent deterioration of memory and intellectual capacity where all the following conditions are met:

- (i) Significant reduction in mental and social functioning requiring the continuous supervision of the Life Assured; and
- (ii) The Life Assured is unable to perform (whether aided or unaided) at least three (3) of the six (6) Activities of Daily Living for a continuous period of at least six (6) months.

Diagnosis must be supported by all of the following conditions:

- (i) Evidenced by accepted standardised questionnaires and cerebral imaging;
- (ii) Confirmed by a Specialist; and
- (iii) Supported by the Company's appointed Registered Medical Practitioner.

The following are excluded:

- (i) Non-organic brain disorders such as neurosis and psychiatric illnesses; and
- (ii) Drug or alcohol related organic brain disorder.

9) Apallic Syndrome

Universal necrosis of the brain cortex with the brainstem intact. Diagnosis must be definitely confirmed by a Specialist in neurology. This condition has to be medically documented for at least one (1) month.

10) Bacterial Meningitis

A bacterial infection of the meninges of the brain causing severe inflammation and brain dysfunction, where all of the following conditions are met:

- (i) There must also be permanent residual neurological deficit; and

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- (ii) These deficits must be permanent and present for at least thirty (30) days after the diagnosis of the meningitis infection.

11) Benign Brain Tumour

A life threatening tumour in the brain causing current significant and permanent functional neurological impairment with objective evidence of motor or sensory dysfunction, which must have persisted for a continuous period of at least six (6) consecutive months. Diagnosis must be supported by imaging studies such as a computed tomography (CT) scan or magnetic resonance imaging (MRI).

The following are excluded:

- (i) Cysts, granulomas, malformations in the arteries or veins of the brain; and
- (ii) Haematomas, abscesses, acoustic neuroma, and tumours of the pituitary gland or spinal cord.

12) Coma

A state of unconsciousness with no reaction to external stimuli or internal needs, with all of the following conditions are met:

- (i) Persist for at least ninety-six (96) hours;
- (ii) Require intubation and mechanical ventilation to sustain life; and
- (iii) Functional neurological impairment persisting for a continuous period of at least thirty (30) days after the onset of the coma, which in the opinion of our appointed Registered Medical Practitioner is of a permanent nature.

Coma resulting directly from drug or alcohol abuse is excluded.

13) Encephalitis

Severe inflammation of brain substance (cerebral hemisphere, brainstem or cerebellum), where all the following conditions are met:

- (i) Caused by viral infection; and
- (ii) Resulting in permanent neurological deficit.

Diagnosis must be certified by a Specialist in neurology. Permanent neurological deficit must be documented for at least six (6) weeks.

Encephalitis caused by HIV infection is excluded.

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14) Major Head Trauma

Accidental head Injury resulting in permanent neurological deficit to be assessed no sooner than six (6) weeks from the date of the Accident. Diagnosis must be supported by all of the following conditions:

- (i) Confirmed by a Specialist in neurology; and
- (ii) Supported by unequivocal findings on Magnetic Resonance Imaging, Computerised Tomography, or other reliable imaging techniques.

The followings are excluded:

- (i) Spinal cord Injury; and
- (ii) Head Injury due to any other causes.

15) Motor Neurone Disease

Motor neurone disease diagnosed by a Specialist in neurology as spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis or primary lateral sclerosis, where all the following conditions are met:

- (i) There must be current significant and permanent functional neurological impairment with objective evidence of motor dysfunction that has persisted for a continuous period of at least three (3) months; and
- (ii) The Life Assured is unable to perform (whether aided or unaided) at least three (3) of the six (6) Activities of Daily Living for a continuous period of at least six (6) months.

16) Multiple Sclerosis

A disease due to demyelination of neurological brain tissue. Diagnosis must be supported by all of the following conditions:

- (i) There must be permanent functional neurological impairment with objective evidence of motor or sensory dysfunction, which must have persisted for a continuous period of at least six (6) months;
- (ii) The diagnosis must also be confirmed with objective neurological investigations, such as lumbar puncture, evoked visual responses, evoked auditory responses and MRI evidence of lesions of the central nervous system; and
- (iii) Must be clinically definite multiple sclerosis confirmed by Specialist in neurology of multiple sclerosis.

17) Paralysis of Limbs

Total and irreversible loss of use of two (2) or more limbs through paralysis as a result of Injury or disease. Diagnosis must be supported by appropriate neurological evidence. A Specialist in neurology

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must be of the opinion that the paralysis will be permanent with no hope of recovery and must be present for more than three (3) months.

The following conditions are excluded:

- (i) Paralysis due to self-harm; and
- (ii) Partial paralysis, temporary postviral paralysis, or paralysis due to psychological causes.

18) Parkinson's Disease

The unequivocal diagnosis of idiopathic Parkinson's Disease by a Specialist in neurology. Diagnosis must be supported by all of the following conditions:

- (i) The disease cannot be controlled with medication;
- (ii) There are objective signs of progressive deterioration; and
- (iii) The Life Assured is unable to perform (whether aided or unaided) at least three (3) of the six (6) Activities of Daily Living for a continuous period of at least six (6) months.

19) Poliomyelitis

The occurrence of Poliomyelitis, where all of the following conditions are met:

- (i) Poliovirus is identified as the cause; and
- (ii) Paralysis of the limb muscles or respiratory muscles must be present and persist for at least three (3) months.

20) 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;
- (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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D) Critical Illnesses related to Major Organs and Functions

21) 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 for at least three (3) consecutive months:

- (i) Blood product transfusion;
- (ii) Marrow stimulating agents; or
- (iii) Immunosuppressive agents.

22) End-Stage Liver Disease

Permanent and irreversible failure of liver function that has resulted in all three (3) of the following:

- (i) Permanent jaundice;
- (ii) Ascites; and
- (iii) Hepatic encephalopathy.

Liver failure secondary to drug or alcohol abuse is excluded.

23) End-Stage Lung Disease

Chronic and irreversible respiratory failure. Diagnosis must be supported by all of the following conditions:

- (i) FEV1 test results consistently less than one (1) litre;
- (ii) Requiring continuous permanent supplementary oxygen therapy for hypoxemia;
- (iii) Arterial blood gas analyses with partial oxygen pressures of 55mmHg or less ($PaO_2 < 55\text{mmHg}$);
- (iv) Dyspnea at rest; and
- (v) Confirmed by a Specialist in respiratory medicine.

24) Fulminant Viral Hepatitis

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

- (i) Hepatic encephalopathy;
- (ii) Rapid decreasing of liver size;
- (iii) Deepening jaundice;
- (iv) Necrosis involving entire lobules, leaving only a collapsed reticular framework; and
- (v) Rapid deterioration of liver function tests.

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25) Kidney Failure

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

26) Major Organ Transplant

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

- (i) Transplant of human bone marrow using haematopoietic stem cells which is preceded by total bone marrow ablation; or
- (ii) Transplant of one (1) of the following human organs to treat irreversible end-stage failure of the same organ:
 - Heart;
 - Lung;
 - Liver;
 - Kidney; or
 - Pancreas.

The following are excluded:

- (i) Stem cell transplants;
- (ii) Islet cell transplants; and
- (iii) Transplants of part of an organ.

27) Systemic Lupus Erythematosus (SLE) with Lupus Nephritis

An autoimmune illness in which tissues and cells are damaged by deposition of pathogenic autoantibodies and immune complexes. Diagnosis must be supported by all of the following conditions:

- (i) There is lupus nephritis causing impaired renal function with a creatinine clearance rate of 30 ml per minute or less; and
- (ii) Clinically there must be at least four (4) out of the following presentations suggested by the American College of Rheumatology:
 - Renal disorder;
 - Malar rash;
 - Discoid rash;
 - Arthritis;
 - Photosensitivity;
 - Neurological disorder;
 - Serositis;

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- Leukopenia (<4,000/ μ L), or Lymphopenia (<1,500/ μ L), or Haemolytic anaemia, or Thrombocytopenia (< 100,000/ μ L); or
- Oral ulcers.

(iii) Two (2) or more of the following tests being positive:

- Anti-nuclear Antibodies;
- Anti-Sm (Smith IgG Autoantibodies);
- Anti-DNA; or
- L.E. cells.

28) Systemic Scleroderma

The condition must have reached systemic proportions to involve any two (2) of the following organs:

- (i) Heart;
- (ii) Lungs; or
- (iii) Kidneys.

Diagnosis must be supported by all of the following conditions:

- (i) Confirmed by a Specialist in rheumatology; and
- (ii) Unequivocally confirmed by biopsy and serological evidence.

The following are excluded:

- (i) Localised scleroderma (linear scleroderma or morphea);
- (ii) Eosinophilic fasciitis; and
- (iii) CREST syndrome unequivocal.

E) Other Critical Illnesses

29) AIDS/HIV due to Blood Transfusion

Infection with the Human Immunodeficiency Virus (HIV) through a blood transfusion, where all of the following conditions are met:

- (i) The blood transfusion was medically necessary or given as part of a medical treatment;
- (ii) The blood transfusion was received in Hong Kong after the Policy Issue Date or date of reinstatement, whichever is the later;
- (iii) The source of the infection is established to be from the institution that provided the blood transfusion and the institution is able to trace the origin of the HIV tainted blood; and
- (iv) The Life Assured does not suffer from thalassaemia major or haemophilia.

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No Critical Illness Benefit shall be payable if a cure has become available prior to the infection. For this definition, cure means any treatment that renders the HIV inactive or non-infectious.

30) Ebola

Infection with the Ebola virus, where all of the following conditions are met:

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

31) Occupationally Acquired HIV

Infection with the Human Immunodeficiency Virus (HIV) where the virus is acquired as the result of one (1) of the following conditions:

- (i) An Injury occurring during the course of the Life Assured's normal occupation; or
- (ii) Occupational handling of blood or other body fluids.

All of the following conditions must be met:

- (i) The Life Assured must provide the negative result of a test for HIV-virus or antibodies to HIV virus that was made within five (5) days after the reported incident;
- (ii) HIV virus or HIV antibodies must be proven within twelve (12) months after the incident; and
- (iii) The infection must have incurred while the Life Assured worked in his/her profession in medical centre or clinic in Hong Kong and the profession must be on the list below:

- Registered Medical Practitioner;
- Housemen;
- Medical student;
- Registered nurse;
- Medical laboratory technician;
- Dentist (Surgeon and Nurse); or
- Paramedical worker.

No Critical Illness Benefit shall be payable if a cure has become available prior to the infection. For this definition, cure means any treatment that renders the HIV inactive or non-infectious.

32) Severe Rheumatoid Arthritis

Unequivocal diagnosis of systemic immune disorder of rheumatoid arthritis where all of the following conditions are met:

- (i) Diagnostic criteria of the American College of Rheumatology for Rheumatoid Arthritis;

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- (ii) Permanent inability to perform at least two (2) Activities of Daily Living;
- (iii) Widespread joint destruction and major clinical deformity of three (3) or more of the following joint areas:
 - Hands;
 - Wrists;
 - Elbows;
 - Knees;
 - Hips;
 - Ankle;
 - Cervical spine; or
 - Feet; and
- (iv) The foregoing conditions have been present for at least six (6) months.

33) Severe Ulcerative Colitis

Ulcerative colitis with life threatening complications of inflammatory bowel diseases, where all of the following conditions are met:

- (i) The entire colon is affected with massive bleeding and/or perforation; and
- (ii) The necessary treatment is total colectomy or proctocolectomy.

Diagnosis must be supported by all of the following conditions:

- (i) Supported by histopathological evidence; and
- (ii) Confirmed by a Specialist in gastroenterology.

F) Disabilities

34) Blindness

Irreversible loss of sight in both eyes as a result of illness or Injury, where any one (1) of the following conditions is met:

- (i) The best corrected visual acuity in both eyes must be 2/60 or less using a Snellen Chart or equivalent test; or
- (ii) The best corrected visual field in both eyes must be five (5) degrees or less.

The loss of sight must be confirmed by a Specialist in ophthalmology.

35) Loss of Hearing

Total, permanent and irreversible loss of hearing in both ears. Diagnosis must be supported by all of the following conditions:

- (i) Supported by medical evidence in the form of an audiometry and sound-threshold test; and

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- (ii) Confirmed by a Specialist in otorhinolaryngology.

36) Loss of One Eye and One Limb

Total, permanent and irrecoverable loss of sight of one (1) eye and loss by severance of one (1) limb at or above the elbow or knee. The loss of sight of one eye must meet all of the following conditions:

- (i) Clinically confirmed by a Specialist in ophthalmology; and
- (ii) Not correctable by aides or surgical procedures.

37) Loss of Speech

Total and permanent loss of the ability to produce intelligible speech as a result of irreversible damage to the larynx or its nerve supply from the speech centres of the brain caused by Injury, tumour or sickness. Diagnosis must be supported by all of the following conditions:

- (i) Laryngeal dysfunction confirmed by an appropriate Specialist; and
- (ii) Supported by medical evidence.

The loss of speech has lasted for more than six (6) months continuously. All psychiatric causes of loss of speech are excluded.

38) Major Burns

Third-degree burns with scarring that cover at least twenty percent (20%) of the body's surface area. Diagnosis must be supported by all of the following conditions:

- (i) Confirmed by a Registered Medical Practitioner who is a certified physician; and
- (ii) Using standardized, clinically accepted, body surface area charts to calculate the total area.

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Appendix 2: Definition of Special Illnesses

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

1) Benign Tumour (with surgical excision)

A tumour in specified organs that a Specialist considers definite and significant potential turning malignant and subsequently performs a surgical excision of the complete solid tumour, and such tumour is confirmed to be a non-cancerous benign tumour after examination. Diagnosis must be supported by all of the following:

- (i) Clinical, imaging and any histopathological evidence; and
- (ii) Appropriate medical criteria after full and appropriate investigations with accepted medical protocols.

The list of specified organs as follows:

- (i) Adrenal gland;
- (ii) Bone;
- (iii) Kidney;
- (iv) Liver;
- (v) Lung;
- (vi) Nerve in cranium or spine;
- (vii) Pancreas;
- (viii) Pituitary gland; or
- (ix) Testis.

The following are excluded:

- (i) Surgery for removal of tumours in organs not listed above;
- (ii) Surgery for removal of gall bladder, kidney stones, gall stones, benign hormone secreting tumours of the adrenal glands; and
- (iii) Surgery for the following causes in all organs:
 - Tumours which were clearly established as benign or of low malignant potential on radiological criteria or biopsy;
 - High grade dysplasia, haemangioma, lipoma, non-solid tumours including simple cysts;
 - Tumours removed for reasons other than ruling out cancer; and
 - Partial excision of tumour or other procedures including open or closed biopsies, needle aspiration biopsy or cytology, embolization, aspiration or any procedure to reduce tumour size.

WeCare 109% Refundable Critical Illness Protector

Policy Provisions

2) Carcinoma-in-situ

Carcinoma in-situ (CIS) must always be positively diagnosed upon the basis of a microscopic examination of the fixed tissue, supported by a biopsy result. Clinical diagnosis does not meet this standard. CIS means the focal autonomous new growth of carcinomatous cells confined to the cells in which it originated and has not yet resulted in the invasion and/or destruction of surrounding tissues. 'Invasion' means an infiltration and/or active destruction of normal tissue beyond the basement membrane.

The following conditions are specifically excluded from coverage:

- (i) Any lesion which is histologically classified as pre-malignant, borderline malignancy or low malignant potential;
- (ii) Cervical Intraepithelial Neoplasia (CIN) classification which reports CIN I, CIN II, and CIN III (severe dysplasia without carcinoma in-situ);
- (iii) Carcinoma-in-situ of the skin (including melanoma-in-situ);
- (iv) Prostatic intraepithelial neoplasia grade II (PIN II) or below; and
- (v) All tumors in the presence of Human Immunodeficiency Virus (HIV) infection.

3) Early Stage Malignancy of Specific Organs

Early stage malignancy shall mean the presence of one (1) of the following malignant conditions:

- (i) Any skin cancers other than malignant melanomas;
- (ii) Any tumour of the thyroid histologically classified as T1N0M0;
- (iii) Prostate cancers histologically described as TNM classification T1a or T1b or T1c; or
- (iv) Chronic lymphocytic leukemia less than RAI Stage 3.

The diagnosis must be based on histopathological features and confirmed by a Specialist in pathology.

Pre-malignant lesions and conditions, unless listed above, are excluded.

4) Other Illnesses (with Intensive Care Unit stay)

Any other illnesses which are not listed under Appendix 1 or 2, resulting a qualified Intensive Care Unit stay with the use of invasive life supporting device(s) for one hundred and twenty (120) or more consecutive hours.

If all the above criteria of intensive care are met and such condition is directly or indirectly arising from or in connection with any other Special Illness, the benefit payable under this Policy is the Special Illness Benefit for such Special Illness only.

For the avoidance of doubt, in such event, no Special Illness Benefit for Other Illnesses (with Intensive Care Unit stay) will be payable.