

POLICY WORDINGS

# ALLIANZ CANCER PROTECT

## 安聯 癌症保障

Allianz Global Corporate  
& Specialty SE  
(incorporated in the Federal Republic of  
Germany with limited liabilities)  
Hong Kong Branch

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安聯環球企業及專項保險  
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Allianz 

## ALLIANZ CANCER PROTECT POLICY

**THIS POLICY** is issued in consideration of the payment of premium as specified in the Policy Schedule and the Application (as defined below). The Application shall form part of this Policy between the Policyholder (as named in the Policy Schedule) and **Allianz Global Corporate & Specialty SE Hong Kong Branch** (hereinafter called “the Company”). In the event of any pre-contractual misrepresentation made in relation to the Application, it may result in avoidance of this Policy.

All payment of claims in this Policy are payable to the Policyholder or Beneficiary as designated by the Policyholder, in the event of death of the Policyholder. In the absence of any such designated Beneficiary, the accrued benefits payable at the time of the Policyholder's death shall be paid to the Policyholder's legal personal representative. Any release given by the Policyholder, or any third party to whom the Policyholder has directed that payment be made, to the Company acknowledging receipt of the benefit paid under this Policy shall constitute a final and complete discharge of all liability of the Company under this Policy.

## CONTACT US

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## POLICY DEFINITIONS

**Adult** means an Insured Person who is eighteen (18) years old or above and is not a Child.

**Application** means, in respect of this Policy, the proposal or application form (including any declarations, statements and disclosures made thereunder) and any other declarations, statements and disclosures completed and made by or for the Policyholder prior to the First Effective Date.

**Beneficiary** means the person(s) designated by the Policyholder who is entitled to receive the benefits of this Policy upon the death of the Policyholder.

**Carcinoma-in-situ** means a histologically proven, localized pre-invasion lesion where cancer cells have not yet penetrated the basement membrane or invaded (in the sense of infiltrating and / or actively destroying) the surrounding tissues or stroma in any one of the following covered organ groups, and subject to any classification stated:

- a) breast, where the tumour is classified as TIS according to the TNM Staging method;
- b) uterus, where the tumour is classified as TIS according to the TNM Staging method; or cervix uteri, classified as:  
cervical intraepithelial neoplasia grade III (CIN III) or Carcinoma-in-situ;
- c) ovary and/or fallopian tube, where the tumour is classified as TIS according to the TNM Staging method or FIGO\* Stage 0;
- d) vagina or vulva, where the tumour is classified as TIS according to the TNM Staging method or FIGO\* Stage 0;
- e) colon and rectum;
- f) penis;
- g) testis;
- h) lung;
- i) liver;
- j) stomach and esophagus;
- k) urinary tract, for the purpose of in-situ cancers of the bladder, stage Ta of papillary carcinoma is included; or
- l) nasopharynx.

For purposes of this Policy, Carcinoma-in-situ must be confirmed by a biopsy.

(\*FIGO refers to the staging method of the Federation Internationale de Gynecologie et d'Obstetrique.)

**Child/Children** means the Policyholder's biological/ legally adopted/ step child who has attained the age of thirty (30) days and is an unmarried person, is financially dependent upon the Policyholder up to the age of eighteen (18) years old or twenty four (24) years old for

those registered as full time students at an Educational Institution.

**Company** means Allianz Global Corporate & Specialty SE Hong Kong Branch.

**Couple Plan** means a policy that covers Insured Persons of up to two (2) Adults, including the Policyholder and the Policyholder's Partner.

**Date of Diagnosis** means the day within the Period of Insurance on which Major Cancer, Carcinoma-in-situ or Less Severe Cancer:

- a) is diagnosed;
- b) is inflicted on; and/or
- c) contracted by the Insured Person.

**Educational Institution** means any school, vocational institute, polytechnic, college, university or institute of higher learning which is operated by the government or licensed to provide educational services by trained or qualified teachers.

**Family Plan** means a policy that covers Insured Persons of up to two (2) Adults, including the Policyholder and the Policyholder's Partner, and up to ten (10) Children.

**First Effective Date** means the date specified as such in the Policy Schedule. It is the month, day and year this Policy first takes effect. For the avoidance of doubt, when this Policy is renewed, the First Effective Date shall remain unchanged.

**Hong Kong** means the Hong Kong Special Administrative Region of the People's Republic of China.

**Hospital** means any government or licensed hospital/medical centre which provides room, board and twenty four (24) hours a day nursing services and medical treatment (other than an institution for the aged, chronically ill, mental health, treatment of substance abuse, rehabilitation, convalescent or rest or nursing home).

**Insured Person** means the person(s) named or described as such in the Policy Schedule and in respect of whom coverage have been confirmed in writing by the Company.

**Less Severe Cancer** means the presence of one of the following malignant conditions:

- a) Tumour of the thyroid, histologically classified as T1N0M0 according to the TNM classification;
- b) Tumour of the prostate, histologically classified as T1a or T1b or T1c according to the TNM classification system; or
- c) Chronic lymphocytic leukaemia classified as

RAI Stage I or II.

The diagnosis must be based on histopathological features and confirmed by a Medical Practitioner. Pre-malignant lesions and conditions, unless listed above, are excluded.

**Major Cancer** means the presence of a malignant tumour that is characterised by progressive, uncontrolled growth, spread of malignant cells with invasion and destruction of normal and surrounding tissue. Cancer must be positively diagnosed with histopathological confirmation. Major Cancer shall include stage III Major Cancer of any one of the cancer types set out in paragraph (d) in the "Policy Benefits" section below.

Based on the above definition, any of the following tumours is not covered:

- a) All growths which are histopathologically classified as any of the following:
  - i. pre-malignant (for example: essential thrombocythaemia, polycythaemia rubra vera, tumours showing the malignant changes of Carcinoma-in-situ including cervical intraepithelial neoplasia CIN-1, CIN-2 and CIN-3);
  - ii. having either borderline malignancy; or
  - iii. having low malignant potential;
- b) Leukaemia if there is no generalized dissemination of leukaemia cells in the blood-forming bone marrow and chronic lymphocytic leukaemia with staging less than RAI Stage III or Binet Stage B or lesser classification;
- c) All skin cancers, unless there is evidence of metastases or the tumour is a malignant melanoma of greater than 1.5mm maximum thickness as determined by histological examination using the Breslow method;
- d) Tumour(s) of the ovary classified as T1aN0M0 or T1bN0M0 or a lesser classification according to TNM staging classification;
- e) Non life-threatening cancers, such as:
  - i. prostate cancers which are histologically described as TNM Classification T1a or T1b or T1c, or are of another equivalent or lesser classification;
  - ii. papillary micro-carcinoma of the thyroid or thyroid cancer histologically described as T1a or T1b or a lesser classification according to the TNM staging classification; and
  - iii. papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification.

**Medical Practitioner** means a western qualified Medical Practitioner legally registered and licensed by the medical authorities of the country in which treatment is provided and who is practicing within the scope of

his/her licensing and training. For the purpose of this Policy, Medical Practitioner will include a registered or licensed physician, surgeon and specialist.

**Partner** means the legally married spouse of the Policyholder.

**Period of Insurance** means the period specified as such in the Policy Schedule, during which an Insured Person is insured, subject to the terms, conditions and exclusions as set out in this Policy.

**Policy** means this Policy, the Policy Schedule, the Application, any endorsement(s) and amendment(s) signed by the authorized representatives of the Company, and any other schedule attached to this Policy.

**Policy Anniversary** means, in case of renewal of this Policy, the same day and month each year as the First Effective Date.

**Policy Schedule** means the document which is issued to the Policyholder detailing the particulars of the Insured Person and the benefits provided under this Policy.

**Policyholder** means the person named or described as such in the Policy Schedule to whom this Policy has been issued in respect of coverage for the Insured Person(s). The Policyholder is an Insured Person in this Policy.

**Pre-existing Conditions** mean bodily injury or sickness sustained or suffered by the Insured Person which:

- a) has been diagnosed; or
- b) has exhibited symptoms; or
- c) has occurred; or
- d) required medical advice and/or treatment and/or the prescriptions of drugs; or
- e) was known to or aware by the Insured Person before the First Effective Date.

Terms defined above and any other terms defined in this Policy shall have the same meaning wherever used in this Policy unless the context otherwise requires. Where the context permits, words in this Policy denoting the singular shall include the plural and vice versa. Words denoting any gender shall include a reference to each other gender and references to the word "include" or "including" are to be construed without limitation.

## POLICY BENEFITS

**ONLY BENEFITS AS STATED IN THE SCHEDULE ARE APPLICABLE.**

### (a) Major Cancer Benefit

Subject to the terms and conditions of this Policy, if the Insured Person is diagnosed with Major Cancer during the Period of Insurance, a lump sum payment (less any amount which has already been paid or is payable on account of any claims made for Carcinoma-in-situ Benefit or Less Severe Cancer Benefit, whether during the current or preceding Period of Insurance), as stated in the Policy Schedule will be payable. Once a Major Cancer Benefit is paid or payable under this Policy, no further Major Cancer Benefit shall be paid or payable under this Policy (including any renewal thereof).

### (b) Carcinoma-in-situ Benefit or Less Severe Cancer Benefit

If the Insured Person is diagnosed with Carcinoma-in-situ or Less Severe Cancer during the Period of Insurance, a lump sum payment as stated in the Policy Schedule will be payable, subject to the terms and conditions of this Policy.

Subject to paragraph 9 in the "Conditions" section below, up to two (2) claims can be made for the benefits listed under this paragraph (b) and the second claim must be made for a different organ group than the one for which the first claim was paid. Once two (2) claims are made and accepted for the benefits listed under this paragraph (b), whether during the current or preceding Period of Insurance, no such further benefits shall be paid or payable under this Policy (including any renewal thereof).

### (c) Monthly Income Benefit

Subject to the terms and conditions of this Policy, if the Major Cancer Benefit is payable under this Policy, a monthly payment of twelve (12) months as stated in the Policy Schedule ("**Monthly Income Benefit**") will also be payable in addition to the Major Cancer Benefit claim. If the Insured Person to which the Major Cancer Benefit is payable dies within the 12-month payment period of Monthly Income Benefit, the remaining monthly payment of the Monthly Income Benefit will be payable in a lump sum to the Policyholder, or the Beneficiary in the event of the death of the Policyholder.

### (d) Advanced Cancer Treatment Benefit

Subject to the terms and conditions of this Policy, if the Major Cancer Benefit is payable under this Policy, a lump sum payment as stated in the Policy Schedule will also be payable in addition to the Major Cancer Benefit

provided that the Major Cancer with which the Insured Person is diagnosed is at least stage III Major Cancer of any one of the following cancer types during the Period of Insurance:

Breast Cancer, Lung Cancer, Lymphoma, Leukaemia, Colorectal Cancer, Liver Cancer or Prostate Cancer.

The benefits under this "Policy Benefits" section will apply to each Insured Person independently if this Policy is a Family Plan.

## EXCLUSIONS

No benefit shall be payable under this Policy if the Insured Person is diagnosed with the Major Cancer, Carcinoma-in-situ or Less Severe Cancer which:

1. is a Pre-existing Condition; or
2. is related to Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or infection by Human Immunodeficiency Virus (HIV); or
3. of which signs or symptoms or any medical advice or treatment received, in the opinion of the Company, first occurred within the first ninety (90) days from the Policy Effective Date; or
4. is caused directly or indirectly by the taking of drugs (except under the written prescription of a Medical Practitioner), the taking of poison; or
5. arises because of failure to seek or follow medical advice; or
6. is caused directly or indirectly by chemical warfare agents, atomic explosion, nuclear fission or radioactive gas.

Further, no benefit shall be payable under this Policy if the Insured Person does not survive for fourteen (14) days from the Date of Diagnosis of Major Cancer, Carcinoma-in-situ or Less Severe Cancer. For the avoidance of doubt, such fourteen (14) days' period need not be within the Period of Insurance.



## CONDITIONS

### 1. IDENTIFICATION

This Policy, the Policy Schedule, the Application, any endorsement(s) and amendment(s) signed by the authorized representatives of the Company, and any other schedule attached to this Policy shall be read together as one contract.

**No terms or conditions set out in this Policy may be waived or modified except by way of endorsement issued by the Company in writing.**

### 2. FREE LOOK PERIOD (NOT APPLICABLE TO RENEWAL POLICIES)

Within fourteen (14) days after the delivery or issuance of this Policy (whichever is earlier) ("**Free Look Period**"), should the Policyholder decide not to continue with the Policy for any reason, it may be returned to the Company for cancellation given a request in writing is sent or delivered to the Company in its Hong Kong office within the Free Look Period. Any premium and levy paid will be refunded without interest. In such case, this Policy shall be deemed to have been void from the First Effective Date and the Company shall not be liable under this Policy for any loss, claim or liability sustained or incurred.

### 3. PREMIUM

The total premium (including any applicable levy) payable for this Policy is set out in the Policy Schedule and are payable in advance on or before the premium due dates as monthly or yearly modes or by any other mode/method as may be made available by the Company from time to time. The Policyholder acknowledges that the applicable levy is collected by the Company and payable to the Insurance Authority of Hong Kong.

If the premium is paid monthly under this Policy, the premium due date will be the same day in each month as the First Effective Date, and where there is no such a day in a particular month, the premium due date will be the last day of that month.

If the premium is paid yearly under this Policy, the premium due date will be each Policy Anniversary.

Premium rates are not guaranteed and may be changed by the Company at its absolute discretion

at any of the Policy Anniversary.

### 4. GRACE PERIOD

A grace period of maximum 30 days from the premium due date will be allowed for payment of premium. If the premium is not received within this period, this Policy will be terminated from the date on which the premium is first due and there will be no coverage available for any Insured Person(s) under this Policy.

### 5. ELIGIBILITY

The Insured Person must be:

- a) an Adult, between eighteen (18) and sixty five (65) years old (both ages inclusive) on the First Effective Date of the Policy, or up to seventy nine (79) years old for renewal policies; or
- b) a Child.

If an Insured Person reaches the age of eighty (80) years during the Period of Insurance, the coverage for that Insured Person shall automatically terminate at the next renewal date and that Insured Person shall cease to be covered under this Policy.

If an Insured Person who is a Child and reaches the age of nineteen (19) years or the age of twenty five (25) years for those that are registered as full time students at an Educational Institution during the Period of Insurance, the coverage for that Insured Person shall automatically terminate at the next renewal date and the Insured Person shall cease to be covered under this Policy.

For the avoidance of doubt, any Insured Person under this Policy shall cease to be insured under this Policy if he or she ceases to be eligible hereunder as at the date of any renewal of this Policy.

Age(s) referred to in this Policy shall be in reference to the age of the Insured Person(s) as at the last birthday.

### 6. COOPERATION

As a condition precedent to the Company's liabilities and obligations under this Policy, the Insured Person or his/her personal representatives shall cooperate fully with the Company and its medical advisors (where applicable) and will fully and faithfully disclose all material facts and matters which the Insured Person knows or ought to know and will, upon request, execute any document or provide any consent or authorization necessary to empower the Company to obtain all relevant data

and information of or related to the Insured Person, at the Insured Person's expense, from any Medical Practitioner or Hospital or other sources.

## **7. REASONABLE PRECAUTIONS AND MATERIAL CHANGES**

The Insured Person shall take reasonable care and shall follow medical advice so as to prevent or minimize aggravation of the condition of any illness or disease on which a claim may be based and which is covered by this Policy. The Policyholder must inform the Company immediately in writing of any material information or change of circumstances which may increase the possibility of a claim under this Policy. The Company reserves the right to continue cover on terms and conditions it considers appropriate to such changes in material information or circumstances, or to decline to continue cover under this Policy.

## **8. CHANGE OF ADDRESS OR PARTICULARS**

The Policyholder shall give immediate notice to the Company of any change in his/her name, residence or other personal particulars.

## **9. CLAIMS (ACTION BY POLICYHOLDER)**

Notice of illness or diseases on which the claim may be based and which is covered by this Policy, must be given in writing to the Company within thirty (30) days after the Date of Diagnosis. The Company upon receipt of such notice shall furnish the Policyholder with a claim form for the filing of proof of claim. For the avoidance of doubt, such thirty (30) days' period need not be within the Period of Insurance.

All certificates, information and evidence required by the Company shall be furnished by the Policyholder or his/her legal personal representative and shall be in such form and of such nature as the Company may prescribe.

No benefits shall be payable for any claim made under this Policy until and unless the claim form together with all the required certificates, information and evidence are completed and provided to the full satisfaction of the Company.

## **10. WAITING PERIOD**

No benefits shall be payable under this Policy if Major Cancer, Carcinoma-in-situ or Less Severe Cancer diagnosed or the signs or symptoms of which first occurred within the first ninety (90) days from the First Effective Date of the Policy.

## **11. AUTOMATIC RENEWAL CLAUSE**

It is agreed and acknowledged that subject to the terms and conditions of this Policy and subject to timely payment of any premiums due, this Policy shall be renewed on each Policy Anniversary upon expiry unless this Policy is cancelled pursuant to paragraph 13 below.

Upon renewal of this Policy on each Policy Anniversary, the Company shall have the right to adjust the amount of premium payable under this Policy.

## **12. CHANGES IN POLICY TERMS AND CONDITIONS**

(a) The Company reserves the right to alter the terms and conditions of this Policy at any time during any Period of Insurance as the Company reasonably considers appropriate or if the Company considers it necessary to comply with any applicable laws, regulations, orders, guidelines and codes issued by any public, judicial, taxation, governmental and/or other regulatory authorities from time to time. The Company will give the Policyholder thirty (30) days written notice of any such alteration. The Policyholder's continued payment of premium after the Company gives such notice will constitute acceptance of the change.

If any provision of this Policy is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall not affect the legality, validity or enforceability of any other provision of this Policy.

(b) Premium rates are not guaranteed and may be increased or varied by the Company, at its absolute discretion, upon renewal of this Policy on each Policy Anniversary:

- (i) when a material change in risk occurs; or
- (ii) when there is a general rate increase affecting all policyholders reflecting the Company's actual or anticipated results in this class of business.

(c) Any other misrepresentation of or failure to disclosure of material facts by or for the Policyholder, will entitle the Company to cancel this Policy or exercise any other right available to it at law. A material fact is any information that could influence the Company in its assessment of the Application or the eligibility of an Insured Person.

### 13. CANCELLATION

If the premium is paid monthly under this Policy, this Policy may be cancelled on the next premium due date at the request of the Policyholder in writing to the Company and no premium paid shall be refunded.

If the premium is paid yearly under this Policy, this Policy may be cancelled anytime at the request of the Policyholder in writing to the Company and the premium paid shall be refunded, less any pro rata premium received or retained by the Company for the period during which cover has been provided.

This Policy may also be cancelled by the Company by seven (7) days' notice given in writing to the Policyholder at his/her last known address, and the premium paid shall be refunded, less any pro rata premium received or retained by the Company for the period during which cover has been provided .

### 14. TERMINATION

This Policy shall terminate and the coverage for all Insured Person(s) under it will cease immediately:

- a) when this Policy is not renewed (whether due to non-receipt of the due premium by the Company prior to or within the Grace Period or otherwise); or
- b) upon the cancellation of this Policy by the Policyholder or the Company pursuant to paragraph 13 above; or
- c) on the death of the Policyholder, unless it is a Family Plan or Couple Plan and provided that the Policyholder has designated his/her surviving Partner as his/her successor upon his/her death and such designation has been agreed to by his/her surviving Partner who survives the Policyholder, and his/her surviving Partner shall become the Policyholder under this Policy;

whichever occurs earlier.

Further, the coverage for an Insured Person(s) under this Policy will cease immediately upon:

- a) the date of renewal on or immediately following the Insured Person's 80th birthday;
- b) the date of renewal on or immediately following the 19th birthday of an Insured Person who is a Child, or the 25th birthday of an Insured Person who is a Child and is registered as full time students at an Educational Institution;
- c) the Major Cancer Benefit is paid or payable

under this Policy (including any renewal thereof); or

- d) the death of the Insured Person.

### 15. COMPENSATION

In the event that Major Cancer Benefit is payable in respect of any one Insured Person:

- a) If the premium is paid yearly under this Policy, no premium for the unexpired period for that Insured Person will be refunded under any conditions; and
- b) If the premium is paid monthly under this Policy, the remaining annual premium payable for the unexpired period for that Insured Person shall become payable immediately under any conditions and shall be paid before Major Cancer Benefit is paid.

### 16. NO TRUST

The Company will not recognize or be affected by any notice of trust, charge or assignment relating to this Policy.

### 17. LEGAL PERSONAL REPRESENTATIVES

The terms, conditions and exclusions of this Policy also apply to the legal personal representatives of the Policyholder.

### 18. GOVERNING LAW AND JURISDICTION

This Policy shall be construed according to and governed by the laws of Hong Kong.

### 19. LEGAL PROCEEDINGS

No action in law or equity shall be brought to recover under this Policy until after the expiration of six (6) months from the date on which proof of the claim has been furnished in accordance with the terms and conditions of this Policy. The Parties submit themselves to the exclusive venue and jurisdiction of the Courts of Hong Kong for the resolution of any such conflict or dispute between the Parties with regard to this Policy.

### 20. ARBITRATION

If any difference arises as to the amount of any loss or damage, such difference shall independently of all other questions be referred to the decision of an arbitrator, to be appointed in writing by the Parties in difference, or, if they cannot agree upon a single arbitrator, to the decision of two independent third persons as arbitrators, of whom one shall be



appointed in writing by each of the Parties within two calendar months after having been required so to do in writing by the other Party.

In case either Party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other Party shall be at liberty to appoint a sole arbitrator; and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings.

The death of any Party shall not revoke or affect the authority or powers of the arbitrator, arbitrators or umpire respectively; and in the event of the death of an arbitrator or umpire, another shall in each case be appointed in his stead by the Party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award.

And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator, arbitrators or umpire of the amount of the loss or damage if disputed shall be first obtained.

## **21. FORFEITURE OF BENEFITS**

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the Insured Person or any one acting on his behalf to obtain any benefit under this Policy; or, if the loss or damage be occasioned by the willful act or with the connivance of the Insured Person; or, if the claim be made and rejected and an action or suit be not commenced within twelve (12) months after such rejection, then this Policy shall be cancelled with immediate effect and all benefits hereunder shall be forfeited.

## **22. CHANGE OF OWNERSHIP**

With the consent of the Company, the Policyholder may change the owner of this Policy to another Adult Insured. Any benefits incurred before the change of ownership will be paid to original Policyholder or the Beneficiary of the original Policyholder.

## **23. EXCLUSION OF RIGHTS UNDER CONTRACTS (RIGHTS OF THIRD PARTIES) ORDINANCE**

Any person or entity who is not a party to this Policy shall have no rights or benefits under the Contracts (Right of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any terms or conditions of the Policy.

## **SPECIAL PROVISIONS**

### **1. NO CLAIMS PREMIUM REFUND BONUS**

At the end of a period of every consecutive thirty six (36) months, while this Policy is in force, a No Claim Premium Refund Bonus of 20% of the premium paid in the preceding thirty six (36) months premium will be refunded (without interest and excluding any statutory tax or levy already paid) to the Policyholder provided:

- no claim has been paid under this Policy in the preceding thirty six (36) months towards any of the Insured Person(s) covered under the Policy; and
- there is no outstanding claim pending settlement/adjustment, that occurred in the preceding thirty six (36) months towards any of the Insured Person(s) covered under the Policy.

If any claim has been paid or is payable under this Policy in the preceding thirty six (36) months, this provision is not applicable.

For the purpose of No Claims Premium Refund Bonus calculation, any Period of Insurance within one thirty six (36) months period will not be included under any other thirty six (36) months period.

### **2. PLAN DISCOUNTS**

Discounts on premium payable under this Policy are applicable for the following plans:

- **Couple Plan**, in which a 5% discount is applicable on the total premium payable excluding levy.
- **Family Plan**, in which a 5% discount is applicable on the total premium payable for an Insured Person who is an Adult excluding levy. No discount on the total premium payable for an Insured Person who is a Child/Children will be applicable.

## **SANCTIONS LIMITATION AND EXCLUSION CLAUSE**

No (re)insurer shall be deemed to provide coverage and no (re)insurer 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 (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United States of America and/or any other applicable national economic or trade sanction law or regulations.

## **NOTICE**

For all intents and purposes where there is a conflict or ambiguity as to the meaning in provisions of other languages of any part of this Policy, it is hereby agreed that the English version of this Policy shall prevail.

**The Policyholder should read the terms and conditions of this Policy carefully and ensure all information (including without limited to information related to the Policyholder, the Insured Person(s) and any Beneficiary, and the amount of coverage for each Insured Person) are correct and accurate. If there is any information that is incorrect or inaccurate, the Policyholder must notify the Company immediately and return this Policy to the Company for any necessary rectifications.**

## 安聯癌症保障

本保單的訂立乃基於已繳付在保障附表中所訂明的保費及保單持有人作出的申請（詳見保單定義）。該申請將構成保單持有人和**安聯環球企業及專項保險香港分公司**（以下簡稱“本公司”）之間所訂立之合約的一部分。如保單持有人在申請中作出虛假陳述，可能導致保單持有人的保險合約無效。

若保單持有人不幸身故，本保單的所有賠償會支付予保單持有人或保單持有人所指定的受益人。在沒有任何指定受益人的情況下，則在保單持有人身故時尚未支付的應付賠償金額將支付予保單持有人的合法遺產代理人。任何由保單持有人或其指明獲得付款之第三者就任何收訖賠償後簽訂的收據，均構成本公司在這段期間最終和完全履行所有法律責任。

**如有任何查詢，請聯絡我們：**

聯絡號碼：852 8100 2402

早上 9 時至晚上 6 時（星期一至星期五，公眾假期除外）

電郵地址：[customercare@allianz.com](mailto:customercare@allianz.com)

## 保單定義

**成人**指十八（18）歲或以上而並非子女的受保人。

**申請**指針對本保單作出的意向書或申請書（包括對本保單作出的任何聲明、陳述和披露）和任何其他由保單持有人在首個保單生效日前作出的任何相關聲明、陳述和披露。

**受益人**指由保單持有人所指定的在保單持有人身故後合法有權獲得本保單利益的人士。

**原位癌**指組織學證實，並局限在侵入性前之病變，即癌細胞並無穿透基膜，亦未侵入（即指滲入及/或活躍地破壞）下列任何受保人之器官群的環繞組織或氣孔，並以所列的任何類別作準：

- a) 乳房，而腫瘤在 TNM 分級標準級別為 TIS;
- b) 根據 TNM 分級標準級別為 TIS 的子宮;或子宮頸，分類為：  
子宮頸，被界定為宮頸上皮內瘤變 III 級（CIN III）或原位癌;
- c) 卵巢和/或輸卵管，而腫瘤在 TNM 分級標準級別為 TIS 或 FIGO \*為零期;
- d) 陰道或外陰，而腫瘤在 TNM 分級標準級別為 TIS 或 FIGO \*為零期;
- e) 結腸和直腸;
- f) 陰莖;
- g) 睪丸;
- h) 肺;
- i) 肝;
- j) 胃和食道;
- k) 泌尿道，就膀胱的原位癌而言，則包括被級別為 Ta 期的乳頭狀癌;或
- l) 鼻咽;

就本保單而言，原位癌必須以活組織檢查術確定。

(\* 「FIGO」指國際婦女產科聯合會(Federation Internationale de Gynecologie et d' Obstetrique)的分級標準級別。

**子女**指未婚並由保單持有人供養的親生/合法領養/繼子女，其年齡須為三十（30）日至十八（18）歲或至二十四（24）歲並在教育學院登記的全日制學生。

**公司**指安聯環球企業及專項保險香港分公司。

**夫婦計劃**指在一份保單中保障最多兩名成人受保人，包括保單持有人及其伴侶。

**確診日期**指在保險期內的以下有關主要癌症、原位癌或初期癌症的日期：

- a) 被診斷;
- b) 遭受的;和/或
- c) 受保人感染。

**教育學院**指任何由政府運營或註冊並以受過培訓或符合資格的教師提供教育服務的學校、職業訓練學院、理工學院、院校、大學或高等教育學院。

**家庭計劃**指在一份保單中保障最多兩（2）名成人受保人，包括保單持有人及其伴侶，和最多十（10）名子女受保人。

**首個保單生效日**指保障附表所載的首個保單生效日，為保單首次生效之年、月、日。為免生疑問，首個保單生效日在保單續保時不會改變。

**香港**指中華人民共和國香港特別行政區。

**醫院**指任何提供住宿、膳食及全日二十四（24）小時護理服務和醫藥治療的政府或持牌醫院/醫療中心（但不包括老人院，為長期患病、精神病患者而設的機構，或藥物濫用治療所、復康中心、療養院、休養或護理中心）。

**受保人**指在保障附表中被列出姓名或被描述的人士，而本公司已書面確認其保障。

**初期癌症**指下列癌變症狀任何一項的出現：

- a) 在TNM分級標準級別為T1N0M0的甲狀腺腫瘤;
- b) 在TNM分級標準級別為T1a或T1b或T1c的前列腺腫瘤;或
- c) 慢性淋巴細胞白血病 RAI 第一或二期。

診斷必須以組織病理學特徵為根據，並由執業醫生確認。除非於以上內容列明，否則將會排除發育不良引致的病變和病狀。

**主要癌症**指惡性腫瘤，其特徵為惡性細胞不受控制地生長和擴散並侵略其他正常和周圍的組織。癌症必須經組織病理學報告證實為惡性腫瘤。主要癌症包括任何在保單保障的(d)中列出的第 III 期主要癌症。

根據上述定義，以下任何一種腫瘤不予受保：

- a) 組織病理學分類為以下任何一種：
  - i. 癌前病變（例如：原發性血小板血症，紅細胞增多症，顯示包括宮頸上皮內瘤樣病變 CIN-1，CIN-2和CIN-3的原位癌的惡性變化的腫瘤）；
  - ii. 有邊緣惡性腫瘤；或
  - iii. 具有低潛能發展成惡性腫瘤；
- b) 慢性淋巴細胞白血病少於RAI 第III期或Binet B期或較低級的造血骨髓和慢性淋巴細胞白血病中沒有普遍傳播白血病細胞；
- c) 所有皮膚癌，除非有轉移證據或腫瘤大於1.5mm的最大厚度的惡性黑色素瘤，須通過使用Breslow方法的組織學檢查所確定的；
- d) 在TNM分級標準級別為T1aNOMO或T1bNOMO或較低級別的卵巢腫瘤；
- e) 非危及生命的癌症，例如：
  - i. 在組織學上TNM分級標準級別為T1a或T1b或T1c或較低級別的前列腺；
  - ii. 在組織學上TNM分級標準級別為T1a或T1b或較低級別的甲狀腺或甲狀腺癌的乳頭狀微型癌；或
  - iii. 在組織學上TNM分級標準級別為TaNOMO或較低級別的膀胱的乳頭狀癌；

**醫生**指在其提供醫療服務之國家的醫療機關合法註冊及持牌，並在其獲準和培訓的範圍內執業的合資格西醫。本保單中，醫生包括合法註冊及持牌的醫生、外科醫生、專家。

**伴侶**指保單持有人合法結婚的配偶。

**保險期**指保障附表列出的受保人被保障的期限，並受本保單所載條款、細則和除外條款所約束。

**保單**指由本公司的授權代表簽署的本保單、保障附表、申請、任何附加條款和修訂，及任何其他附於本保單的附表。

**保單週年日**指在保單續保時，每年與首個保單生效日相同的日子。

**保障附表**指發出予保單持有人的文件，其中詳述受保人的資料及本保單提供的保障。

**保單持有人**指在保障附表中被描述的人士，而本保單乃就受保人的保障而發出。保單持有人為本保單受保人之一。

**在投保前已存在的病狀**指受保人任何損傷或疾病：

- a) 已被診斷，或
- b) 表現出症狀，或
- c) 已經發生，或
- d) 需要醫療諮詢和/或治療和/或藥物處方，或
- e) 在首個保單生效日之前受保人已知曉之疾病

除非上下文另有要求，上述定義的術語和本保單中定義的任何其他條款在本保單中含義相同。在上下文允許的情況下，本保單中表示單數的詞應包括複數，反之亦然。表示任何性別的字詞應包括對另一性別的引用，並且對“包含”一詞的引用並無任何限制的意味。

## 保單保障

以下保障只適用於保障附表所載的部分

### (a) 主要癌症保障

如受保人在保險期內被診斷患有主要癌症，本公司將支付保障附表所載的保障額（扣除任何已經支付或應付的原位癌或初期癌症保障，無論已經支付或應付的原位癌或初期癌症保障發生於保險期內還是保險期之前），並受本保單所載條款、細則和除外條款所約束。一旦本保單存在已經支付或應付的主要癌症保障，則本保單不會賠償任何其他主要癌症保障（包括之後的任何續保）。

### (b) 原位癌或初期癌症保障

如受保人在保險期內被診斷患有原位癌或初期癌症，本公司將支付保障附表所載的保障額，並受本保單所載條款、細則和除外條款所約束。



在（b）項保障中最多可以提出兩次索償，並且第二次提出索償的器官必須與第一次提出索償的器官不同。一旦本保單存在已經支付或應付的兩次原位癌或初期癌症保障索償，無論已經支付或應付的原位癌或初期癌症保障發生於保險期內還是保險期之前，本保單不會賠償任何其他原位癌或初期癌症保障（包括之後的任何續保）。

### （c）每月入息津貼保障

如本保單存在應付的主要癌症保障，本公司將每月支付保障附表所載定額每月入息津貼，至十二個月為限，並受本保單所載條款、細則和除外條款所約束。如果受保人在第十二個月的每月入息津貼被支付以前死亡，本公司將一次過向保單持有人或其收益人（在保單持有人身故情況下）支付餘下應付的每月入息津貼。

### （d）預支癌症治療保障

如本保單存在應付的主要癌症保障，且受保人被診斷患有以下任何一種至少第 III 期主要癌症，本公司將在主要癌症保障之外一次過支付保障附表所載的保障額。癌症包括：  
乳腺癌，肺癌，淋巴癌，白血病，結直腸癌，肝癌或前列腺癌。

在家庭計劃和夫婦計劃中，“保單保障”中所載的所有保障將適用於每位受保人。

## 除外責任

如果受保人被診斷出以下任何情況直接或間接導致或促成之主要癌症、原位癌或初期癌症，本保單不會保障：

1. 在投保前已存在的傷病；或
2. 與愛滋病（AIDS 後天免疫缺失症候群）或愛滋病相關綜合症（ARC）或人類免疫缺乏病毒（HIV）有關的任何形式的疾病、感染或寄生蟲；或

3. 於本保單生效日隨後之九十（90）天內，第一次出現相關症狀或病徵或任何醫療意見或治療；或
4. 由服用藥物直接或間接引起（非因醫生處方），服用毒藥；或
5. 因未能尋求或遵照註冊醫生的醫療意見引致；或
6. 由化學戰爭，原子爆炸，核裂變或放射性氣體直接或間接引起。

此外，若受保人於確診患上主要癌症，原位癌或初期癌症後十四（14）日內身故，本保單概不會為該等癌症支付任何保障。為免生疑問，該十四（14）日並非必須在保險期內。

## 條款

### 1. 認別

由本公司的授權代表簽署的本保單、保障附表、申請、任何附加條款和修訂，及任何其他附於本保單的附表應被視作同一份合約一併閱讀。

除本公司以書面形式發布的修訂外，不得刪除或修改本保單中規定的任何條款或條件。

### 2. 免費審閱期（不適用於續保保單）

不論任何原因，如保單持有人決定不繼續本保單，可在本保單生效或發予保單持有人後起計 14 天內（以較先者為準）（“免費審閱期”）將本保單退回本公司取消，前提是書面形式的寄往本公司的取消保單請求在免費審閱期內被寄出或收到。任何已繳保費及保費徵費將不附帶利息退還。在該等情況下，該保單應被視作從一開始已無效，及本公司無須為該保單承擔的任何損失、損害或責任負責。

### 3. 保費

本保單的應付保費（包括保費徵費）已載於保障附表中，並應於保費到期日或之前以年繳或月繳或本公司提供的其他方式繳付。保單持有人確認

向本公司支付保費徵費，其後本公司會為保單持有人向保險業監管局支付保費徵費。

如果本保單保費為月繳，則保費到期日為每個月與首個保單生效日日期相同的日子，並且在不存在這個日期的特定月份中，保費到期日將是該月最後一天。

如果本保單保費為年繳，則保費到期日將為每個保單週年日。

保費並非保證，本公司可以於任何保單週年日更改保費。

#### 4. 寬限期

您可於每次保費到期日後三十(30)天內的寬限期内繳交保費。如於寬限期完結後仍未繳付有關到期保費，本保單隨即自保費到期日起失效。

#### 5. 受保資格

受保人必須：

- a) 為成人，年齡在首個保單生效日須為十八(18)至六十五(65)歲(18及65歲包括在內)，或保單續保年齡最高至七十九(79)歲；或
- b) 為子女。

如果成人受保人在保險期內滿八十(80)歲，該名受保人的保障將在下一個續保日期自動終止，不再受本保險單的保障。

如果子女受保人年齡在保險期內滿十九(19)歲或在保險期內滿二十五(25)歲並為在教育學院登記的全日制學生，該名受保人的保障將在下一個續保日期自動終止，不再受本保險單的保障。

為免生疑問，如果本保單的任何受保人在本保單續保日期不再符合本保單的受保資格，則該名受保人的保障將在此續保日期自動終止，不再受本保險單的保障。

為免生疑問，在夫婦計劃或家庭計劃中的任何受保人，如在任何保單續保日不再符合本投保資格，本保單便會終止對其承保。

本保單所提及的年齡應參照上一次生日的年齡。

#### 6. 合作

作為本公司承擔責任的先決條件，受保人或其個人代表應與本公司及其醫療顧問(如適用)充分合作，並完全和忠實地披露受保人知悉或應該知悉的所有重要事實及事項，且在有需要時按要求簽立任何文件以授權本公司從任何醫生或醫院或其他來源獲取有關資料，而費用由受保人負責。

#### 7. 合理預防措施及重要改變

受保人應採取一切合理預防措施或防止及儘量減少任何損傷。保單持有人必須即時以書面形式通知本公司可能增加在本保單下提出索償可能性的任何重要資料或情況變更。本公司就該等重要資料或情況變更有權按照其認為適當的條款和條件繼續承保或拒絕繼續承保本保單。

#### 8. 更改地址或詳情

保單持有人應即時通知本公司任何姓名及住址的變更。

#### 9. 索償(由保單持有人採取行動)

任何基於本保單所承保之損傷、意外或疾病的索償，必須在確診日期起計三十(30)日內以書面形式給予本公司通知。本公司在接獲該等通知時會提供保單持有人索償表格以供其提交索償證明。為免生疑問，該三十(30)日並非必須在保險期內。

本公司需要的所有證書、資料及證據須由保單持有人或其合法遺產代理人提供，並須按本公司所定的形式及性質提交。

#### 10. 等候期

如果主要癌症和/或原位癌和/或初期癌症之診斷，或者其症狀或徵症首次發生在首個保單生效日後90天內，則本保單不會支付任何有關保障。

#### 11. 自動續保條文

僅此指出和同意本保單在到期日，於符合本保單之條款和條件的規定及及時繳付保費下，將自動續保直至收到取消通知。

## 12. 更改保單條款和條件

- (a) 當本公司合理及適當地認為或本保單或本公司受到法例或稅務變更或任何司法裁決的影響時，本公司有權在任何保險期內更改保單條款。就任何該等更改，本公司將給予保單持有人三十（30）日書面通知，保單持有人在本公司給予該等通知後仍繼續繳付保費將表示接納更改。
- (b) 保費率並非保證，本公司可能增加或改變：
  - (i) 當風險發生重要變化時；或
  - (ii) 當整體比率增加反映本公司在該類業務的實際或預期成果而影響所有保單持有人時。
- (c) 在保單持有人簽署之任何文件中的任何其他虛假陳述或未能披露重要事實，將令本公司有權更改、修訂、取消本保單或在據實情況下依法行使本公司可享有的任何其他權力。重要事實乃任何能影響本公司評估申請的信息。

## 13. 取消保單

如保費以月繳形式支付，保單持有人須以書面形式向本公司提出於下一個保費到期日取消保單的要求，惟已支付保費則不獲退還。

如保費以年繳形式支付，保單持有人可在任何時間以書面形式向本公司提出取消保單的要求，而相關的保費應以本公司所收取或保留之按比例保費的基礎調整。

本公司亦可以書面形式給予保單持有人七（7）日通知後取消本保單，通知書將寄至保單持有人的最後登記地址，而相關的保費應以本公司所收取或保留之按比例保費的基礎調整。

## 14. 終止保單

遇有以下情況，本保單即告終止，其下所有受保人的保障亦將停止：

- a) 當本保單不再續保時（無論是因在寬限期到期前未能繳付保費或其他原因）；或

- b) 當本保單根據保單條款 13 被保單持有人或本公司取消時；或
- c) 保單持有人身亡時，除非這是家庭計劃或夫婦計劃而保單轉移至仍在世的伴侶。前提是保單持有人指定其仍在世的伴侶在其死亡後作為其繼承人，並且其伴侶同意成為保單持有人；

以較早者為準。

此外，本保單受保人之保障會在以下情況下立即停止：

- a) 受保人八十（80）歲生日後的續保日；或
- b) 子女受保人十九（19）歲生日後的續保日或二十五（25）歲生日後的續保日並為在教育學院登記的全日制學生；或
- c) 已向受保人支付或應向受保人支付主要癌症保障；或
- d) 受保人死亡日。

## 15. 賠償

此條款適用於若任何一位受保人應獲主要癌症保障賠償：

- a) 若本保單之保費以年繳形式支付，無論任何情況，該受保人就未到保障期限但已繳之保費一概不獲退還；
- b) 若本保單之保費以月繳形式支付，無論任何情況，我們仍會收取該受保人未支付的剩餘年度的應繳保費。

## 16. 禁止信託

本公司不承認有關本保單的任何信託、押記或轉讓的通知或受其影響，而保單持有人或其合法遺產代理人於接獲通知時，將在所有情況下有效解除本公司的責任。

## 17. 合法遺產代理人

本保單的條款、除外責任及細則亦適用於保單持有人的合法遺產代理人。

## 18. 管轄法律及司法管轄權

本保單受香港特別行政區法律所規管，並以此為詮釋。

## 19. 法律行動

按照本保單條件提交索償證明起計六（6）個月內，不得採取法律或公平性行動，以求取得本保單的賠償。各方自行接受香港法院的專屬地點和司法管轄權，以解決雙方關於本保單的任何該等衝突或爭議。

## 20. 仲裁

若只就損失或損毀之賠償額發生爭議時，應以書面形式將之提交予一位被指派仲裁員作出裁決；如未能經由該仲裁員作出協議，則於兩個月內由雙方以書面方式委任各一名無利益關係人士為仲裁員。

如任何一方在收到書面通知後兩個月內拒絕或未能指派另一名仲裁員，則另一方所委派之仲裁員將為唯一仲裁員。如兩位仲裁員之間有分歧，則應將爭議與進入仲裁前所書面委任之公斷人主持下審斷。

任何一方之身故並不造成撤銷或影響仲裁裁決、仲裁員或公斷人的權限或權利；若在仲裁員或公斷人身故的情況下，則由該方或仲裁員（視情況而定）或公斷人所指派之接任人繼任。相關之費用及賠償額將由仲裁員或公斷人全權作出仲裁裁決。

本保險單謹此明文規定及聲明須先獲得由仲裁員或公斷人對賠償額之裁決，方可對本保險單提出法律訴訟。

## 21. 喪失賠償

如在本保單下之任何索償存在任何方面的欺詐性，或如受保人或任何代其行事的人士採取任何欺詐方法或手段以獲得本保單任何賠償；或，如損失或損害乃由受保人的蓄意行為或縱容所引至；或，如作出索償及被拒，並在該等拒絕後起計的十二（12）個月內未有展開行動或訴訟，則本保單將即時取消及其項下所有賠償將予喪失。

## 22. 轉移所有權

在本公司同意的前提下，保單持有人可以將本保單轉移給其他成人受保人。所有權轉移前產生的任何保障都將支付給原保單持有人或原保單持有人的受益人。

## 23. 根據【合約{第三者權利}條例】所排除的權利

任何不是本保單某一方的人士或實體，不能根據【合約{第三者權利}條例】（香港法例第 623 章）強制執行本保單的任何條款。

### 特別條款

#### 1. 無索償退還保費獎賞

在每三十六（36）個月的期間屆滿時，先前三十六（36）個月保費的 20%將作為無索償退還保費獎賞退還予保單持有人（不附帶利息和任何法定稅或保費徵費），如：

- 在先前三十六（36）個月本保單並無支付索償；及
- 在先前三十六（36）個月並無因發生意外、損傷或疾病所導致的未結索償尚待解決/調整。

若於先前三十六（36）個月內，本保單存在已支付或將應付之索償，則本條款並不適用。

為計算無索償退還保費獎賞，已包括在一個三十六（36）個月期間內的任何保險期，將不會再包括在任何其他三十六（36）個月的期間作計算之用。

#### 2. 計劃折扣

保費優惠適用於以下計劃：

- **夫婦計劃：**投保人可享應付總保費 5%折扣優惠，不包括保費徵費。
- **家庭計劃：**投保人可享應付總保費 5%折扣優惠(成人)，不包括保費徵費。折扣優惠不適用於兒童保費。



## 制裁限制及不承保條文

任何再保險/保險公司不應被視為提供保障及再保險/保險公司不會承擔任何賠償或提供任何利益，如提供該等保障、支付該等索償或提供該等利益可能使再保險/保險公司受到聯合國決議的任何制裁、禁令或限制，或違反歐盟、美國的貿易或經濟制裁、法律或法規、及/或任何其他適用國家的經濟或貿易制裁法律或法規。

## 注意事項

就所有含義和目的而言，當保單任何部分的意思在所提供之其他語言中存在矛盾和含糊的地方，僅此同意以保單的英文版本為準。

保單持有人應仔細閱讀本保單的條款和條件，並確保所有信息（包括但不限於與保單持有人，受保人和受益人相關的信息以及每位受保人的保障額）是正確的且準確的。如果有任何不正確或不準確的信息，保單持有人必須立即通知本公司，並將本保單退還給本公司以進行必要的更正。