Dread Disease Protection (Plan A)

Definitions

Sum Insured – means the sum insured under this Policy as specified in the Policy Schedule.

Policy Schedule – means the Policy Schedule of this Policy.

Policy Commencement Date – means the Policy Commencement Date specified in the Policy Schedule.

Policy Reinstatement Date – means the date when this Policy is reinstated by the Company in accordance with the Reinstatement provision of this Policy.

Medical Practitioner – means any person qualified by degree in western medicine legally authorized in the geographical area of his /her practice to render medical or surgical services. The medical practitioner must be someone other than the life insured or the policyowner or a member of the life insured's immediate family or a member of the policyowner's immediate family.

Specialist Medical Practitioner – means a Medical Practitioner who specializes in the area of medicine under which the Dread Disease or Special Disease or Terminal Disease claimed is usually managed.

Hospital **-** means an institution which is legally licensed as a medical or surgical hospital in the country in which it is located, and is not primarily a clinic, a place for custodial care, alcoholics or drug addicts, a nursing, rest or convalescent home or a home for the aged or similar establishment. It must be under the constant supervision of a registered Medical Practitioner.

Congenital Condition – means any congenital abnormality which has manifested or was diagnosed before the Insured attains age twelve (12).

Activities of Daily Living – means:

(1) Bathing – the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactory by other means.
(2) Dressing – the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances.
(3) Transferring – the ability to move from a bed to an upright chair or wheelchair and vice versa.
(4) Mobility – the ability to move indoors from room to room on level surfaces.
(5) Toileting – the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene.
(6) Feeding – the ability to feed oneself once food has been prepared and made available.

If the activity can be performed by using special equipment, then the Insured will be considered able to perform that activity.

Medically Necessary – means a medical service which is:
(1) consistent with the diagnosis and customary medical treatment for the condition; and
(2) in accordance with standards of good medical practice; and
(3) not for the convenience of the Insured or the Medical Practitioner.

Total and Permanent Disability **-** means:
A state of permanent inability caused by disease or bodily injury which wholly prevents the Insured from ever again engaging in any occupation or performing any work for remuneration or profit. Diagnosis has to be confirmed by a Specialist Medical Practitioner and evidenced by specific test results regarding the underlying impairment.

Definition of Dread Diseases

50 Dread Diseases are covered in this Policy under 50 different headings provided below. Each Dread Disease has its meaning given under the heading and any diagnosis of a Dread Disease for the purpose of claiming the Dread Disease Benefit must fulfill the meaning together with each and every condition and requirement set out under the heading of that Dread Disease.

1. ***Cancer***

Cancer is defined as "definite diagnosis of a tumor characterized by the uncontrolled growth and spread of malignant cells, and the invasion of normal tissue". Diagnosis has to be confirmed by a Specialist Medical Practitioner and evidenced by definite histology. The term cancer also includes leukemia and malignant diseases of the lymphatic system such as Hodgkin's Disease.

Excluded are:
- Any non-invasive cancer or carcinoma in situ
- Any CIN stage (cervical intraepithelial neoplasia)
- Any pre-malignant tumor
- Prostate cancer stage 1 (T1a, 1b, 1c)
- Any non-melanoma skin cancer that has not metastasized
- Stage 1A malignant melanoma (melanoma less than or equal to 1.0mm in thickness, not ulcerated and without Clark level IV or level V invasion)

2. ***Stroke***

Stroke is defined as "a definite diagnosis of an acute cerebrovascular event caused by intracranial thrombosis or haemorrhage, or embolism from an extra-cranial source, with:
- acute onset of new neurological symptoms, and
- new objective neurological deficits on clinical examination, persisting for more than 3 months following the date of diagnosis. These new symptoms and deficits must be corroborated by diagnostic imaging testing. The diagnosis of Stroke must be made by a Specialist Medical Practitioner

Excluded are:
- Transient ischemic attacks (TIA) and any reversible ischaemia neurological deficit
- Traumatic injury of the brain
- Neurological symptoms due to migraine, infection, vasculitis and inflammatory disease
- Lacunar strokes without neurological deficit
- Ischaemic disorders of the vestibular system

3. ***Myocardial Infarction (Heart Attack)***

The death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. Diagnosis has to be confirmed by a Specialist Medical Practitioner and evidenced by all of the following criteria:

a) a history of typical chest pain,
b) new characteristic electrocardiogram changes, and
c) diagnostic elevation of cardiac enzymes or Troponins recorded at the following levels or higher
   - Troponin T > 1.0 ng/ml
   - Acc TnI >0.5 ng/ml, or equivalent threshold with other Troponin I methods

Excluded are:

- Non-ST-Segment Elevation Myocardial Infarction (NSTEMI) with only elevation of Troponin I or T
- Other acute Coronary Syndromes (e.g. stable/unstable Angina pectoris)
- Silent myocardial infarction
- elevated of cardiac enzymes as a result of an intra-arterial cardiac procedure including, but not limited to, coronary angiography and coronary angioplasty, in the absence of new Q waves

4. ***AIDS due to Blood Transfusion***

Infection by any Human Immunodeficiency Virus (HIV) or diagnosis of Acquired Immune Deficiency Syndrome (AIDS), acquired as a result of blood transfusion, provided that all of the following conditions are met:

a) The infection is due to a medically necessary blood transfusion received after commencement of the policy.
b) The institution which provided the transfusion admits liability.
c) The Insured is not a haemophiliac.
d) The conditions must be life threatening and no known cure exists.

This benefit will not apply and no benefit payable whenever a cure is available. 'Cure' means any treatment that renders the HIV inactive or non infectious .

5. ***Alzheimer's Disease***

Unequivocal diagnosis of Alzheimer's Disease (presenile dementia) before age 65 that has to be confirmed by a Specialist Medical Practitioner and evidenced by typical findings in cognitive and neuroradiological tests (e.g. CT Scan, MRI, PET of the brain). The disease must result in a permanent inability to perform independently three or more Activities of Daily Living or must result in need of supervision and the permanent presence of care staff due to the disease. These conditions have to be medically documented for at least 3 months.

Alzheimer's disease or other dementia caused by psychiatric illness, any drug or alcohol use or any reversible organic brain disorder is excluded.

6. ***Amyotrophic Lateral Sclerosis***

Neurological deficit with persistent signs of involvement of the spinal nerves and the motor centers in the brain leading to generalized spastic weakness and atrophy of the muscles of the extremities, trunk, head, larynx, respiratory tract. The disease has to be unequivocally diagnosed by a Specialist Medical Practitioner and evidenced by typical findings in electromyography and electroneurography. Furthermore, Amyotrophic Lateral Sclerosis must result in a permanent inability to perform independently three or more Activities of Daily Living or must result in a permanent bedridden situation and inability to get up without outside assistance. These conditions have to be medically documented for at least 3 months.

7. ***Angioplasty***

The actual undergoing of balloon angioplasty, atherectomy or laser treatment to correct a narrowing (minimum of 70% stenosis) of 2 or more major coronary arteries with a history of physical activity/exercise limiting symptomatology. Such history shall consist of

(a) Symptoms which are sufficiently severe to indicate that the Insured's future level of exercise tolerance would be restricted at a minimal level to prevent further episodes of chest pain.

(b) A Specialist Medical Practitioner's opinion which defies the need to limited physical exercise so as to minimize moderate to severe anginal pain.

Medical evidence shall include all of the following:

- Full report from attending Cardiologist; and
- Evidence of significant and relevant ECG Changes (ST segment depression of 2 millimeters or more); and
- Angiographic evidence to confirm the location and degree of stenosis of 2 or more major coronary arteries.

Major coronary arteries are defined as left main stem, left anterior descending, circumflex and right coronary artery.

8. ***Apallic Syndrome (Vegetative State)***

Universal necrosis of the brain cortex, with the brain stem remaining intact. Definite diagnosis has to be confirmed by a Specialist Medical Practitioner and evidenced by specific findings in neuroradiological tests (e.g. CT Scan, MRI of the brain). The condition has to be medically documented for at least one month.

9. ***Aplastic Anaemia***

Unequivocal diagnosis of bone marrow failure confirmed by a Specialist Medical Practitioner and evidenced by the result of bone marrow biopsy. Disease must result in anaemia, neutropenia and thrombocytopenia and must require treatment with at least one of the following:

a) blood product transfusion
b) marrow stimulating agents
c) immunosuppressive agents
d) bone marrow transplantation

10. ***Bacterial Meningitis***

Inflammation of the membranes of the brain or spinal cord associated with bacterial infection that has to be confirmed by a Specialist Medical Practitioner and evidenced by specific test results (e.g. examination of blood and cerebrospinal fluid, CT Scan or MRI of brain). The inflammation must result in a permanent inability to perform independently three or more Activities of Daily Living or must result in a permanent bedridden situation and inability to get up without outside assistance. These conditions have to be medically documented for at least 3 months. All other forms of meningitis including viral, are excluded.

11. ***Benign Brain Tumor***

Removal of a non-cancerous growth of tissue in the brain under general anaesthesia leading to a permanent neurological deficit or if inoperable also leading to a permanent neurological deficit. Diagnosis has to be confirmed by a Specialist Medical Practitioner and evidenced by typical findings in CT Scan or MRI of the brain. Permanent neurological deficit means the condition has to be medically documented for at least three months. Specifically excluded are all cysts, granulomas, malformations in or of the arteries or veins of the brain, haematomas and tumors in the pituitary gland or spine.

12. ***Blindness***

Total, permanent and irreversible loss of all sight in both eyes as a result of sickness or accident. Diagnosis has to be confirmed by an Ophthalmologist and evidenced by specific test results.

13. ***Bone Marrow Transplantation***

The actual undergoing, as a recipient of, a human to human transplantation of bone marrow using haematopoietic stem cells preceded by total bone marrow ablation. The transplantation must have been medically necessary and the realization of the transplantation has to be confirmed by a Specialist Medical Practitioner. Other stem cell transplantation and islet cell transplantation are specially excluded.

14. ***Cardiomyopathy***

Definite diagnosis of cardiomyopathy has to be confirmed by a Specialist Medical Practitioner and evidenced by specific tests (e.g. echocardiography). Cardiomyopathy must have led to disturbance of ventricular function resulting in physical impairment to the degree of at least class III (or even class IV) of the New York Heart Association (NYHA) classification of cardiac impairment. These conditions have to be medically documented for at least 3 months.

15. ***Chronic Relapsing Pancreatitis***

A progressive destruction of the pancreas by recurrent episodes of symptomatic pancreatitis (with abdominal pain) leading to pancreatic exocrine insufficiency (with significant weight loss, steatorrhea) and to endocrine insufficiency (with diabetes mellitus). Pancreatic calcification may be found in the CT Scan. These conditions have to be medically documented for at least 6 months. Diagnosis has to be confirmed by a consultant Gastroenterologist. Pancreatic disease secondary to alcohol abuse is excluded.

16. ***Coma***

A state of unconsciousness with no reaction or response to external stimuli or internal needs persisting continuously, with the Glasgow coma score must be 4 or less, for a period of at least 96 hours and resulting in permanent neurological deficit. Diagnosis has to be confirmed by a Specialist Medical Practitioner and neurological deficit has to be medically documented for at least three months. No benefit will be payable under this condition for:

- a medically induced coma; or
- a coma which results directly from alcohol or drug use; or
- a diagnosis of brain death

17. ***Coronary Artery Bypass Surgery***

The actual undergoing of open chest surgery for the correction of two or more coronary arteries, which are narrowed or blocked, by Coronary Artery Bypass Graft (CABG). The surgery must have been proven to be necessary by means of coronary angiography and realization of the surgery has to be confirmed by a Specialist Medical Practitioner. Angioplasty and all other intra arterial, catheter based techniques, keyhole or laser procedures are excluded.

18. ***Elephantiasis***

The end-stage lesion of filariasis, characterized by massive swelling in the tissue of the body as a result of obstructed circulation in the blood or lymphatic vessels. Unequivocal diagnosis of elephantiasis must be clinically confirmed by an appropriate Specialist Medical Practitioner, including laboratory confirmation of microfilaria, and be supported by the Medical Practitioner appointed by the Company. Lymphedema caused by infection with a sexually transmitted disease, trauma, post-operative scarring, congestive heart failure, or congenital lymphatic system abnormalities are all excluded.

19. ***Encephalitis***

Inflammation of the brain (cerebral hemisphere, brainstem or cerebellum) associated with viral or bacterial infections, the diagnosis of which has to be confirmed by a Specialist Medical Practitioner and evidenced by specific test results (e.g. exam of blood and cerebrospinal fluid, CT Scan or MRI of the brain). The disease must result in a permanent inability to perform independently three or more Activities of Daily Living or must result in a permanent bedridden situation and inability to get up without outside assistance. These conditions have to be medically documented for at least 3 months. Parasitic infections such as malaria are specifically excluded.

20. ***End Stage Liver Disease***

Severely advanced liver disease resulting in cirrhosis which has to be confirmed by a Specialist Medical Practitioner and evidenced by a Child-Pugh-Stage B or Child-Pugh-Stage C with regard to the following criteria:

a) permanent jaundice (bilirubin > 2micromol/l)
b) moderate ascites
c) albumin < 3.5 g/dl
d) prothrombin time < 70%
e) hepatic encephalopathy

Liver disease secondary to alcohol or drug misuse and Child-Pugh-Stage A are specifically excluded.

21. ***End Stage Lung Disease***

Severe and permanent impairment of respiratory function which has to be confirmed by a Specialist Medical Practitioner and evidenced by all of the following criteria:

a) persistent reduction in respiratory volume per second FEV1 to less than 1 litre (Tiffeneau respiratory test)
b) persistent reduction in arterial oxygen tension (PaO2) below 55 mmHg
c) permanent oxygen supply is necessary

22. ***Fulminant Viral Hepatitis***

Submassive to massive necrosis of the liver caused by hepatitis leading precipitously to liver failure. Diagnosis has to be confirmed by a Specialist Medical Practitioner and must be evidenced by at least three of the following diagnostic criteria:

a) a rapidly decreasing liver size
b) rapidly degenerating liver function tests
c) deepening jaundice
d) hepatic encephalopathy

Fulminant hepatitis as a result of suicide attempt, poisoning, drug overdose or extensive alcohol ingestion is excluded.

23. ***Heart Valve Surgery***

Surgical replacement of one or more heart valves with prosthetic valves. This includes the replacement of aortic, mitral, pulmonary or tricuspid valves with prosthetic valves due to stenosis or incompetence or a combination of these factors. Realisation of the heart valve replacement has to be confirmed by a Specialist Medical Practitioner. Heart valve repair, valvulotomy, and valvuloplasty are specifically excluded.

24. ***Kidney Failure***

End stage renal disease presented as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (hemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis has to be confirmed by a Specialist Medical Practitioner.

25. ***Loss of Hearing***

Total, permanent and irreversible loss of hearing in both ears (aided or unaided), as a result of sickness or accident. The diagnosis has to be confirmed by an ear, nose and throat Specialist Medical Practitioner and evidenced by means of audiometry.

26. ***Loss of One Limb and the Sight of One Eye***

Total and irreversible severance of one limb from above the elbow or knee and total and irreversible loss of all sight in one eye as a result of sickness or accident. Diagnosis has to be confirmed by a Specialist Medical Practitioner.

27. ***Loss of Speech***

Total and irreversible loss of the ability to speak due to injury or disease of the vocal cords. The condition has to be confirmed and medically documented by an Otorhinolaryngologist for at least 6 months. Psychogenic loss of speech is excluded.

28. ***Loss of Two Limbs***

Total and irreversible severance of two or more limbs from above the elbow or knee as the result of an accident or of a medically required amputation. Diagnosis has to be confirmed by a Specialist Medical Practitioner.

29. ***Major Burns***

Third degree burns covering at least 20% of the surface area of the Insured's body. Diagnosis has to be confirmed by a Specialist Medical Practitioner and evidenced by specific results based on the Lund Browder Chart or equivalent burn area calculators.

30. ***Major Head Trauma***

Major trauma to the head with disturbance of the brain function that has to be confirmed by a Specialist Medical Practitioner and evidenced by typical findings in neuroradiological tests (e.g. CT Scan or MRI of the brain). The trauma must result in a permanent inability to perform independently three or more Activities of Daily Living or must result in a permanent bedridden situation and inability to get up without outside assistance. These conditions have to be medically documented for at least 3 months.

31. ***Major Organ Transplantation***

Major Organ Transplantation is defined as "a definite diagnosis of the irreversible failure of the heart, both lungs, liver, both kidneys or bone marrow, and transplantation must be medically necessary. To qualify under Major Organ Transplant, the Insured Person must undergo a transplantation procedure as the recipient of a heart, lung, liver, kidney or bone marrow, and limited to these entities. The transplantation must have been medically necessary and the diagnosis of the major organ failure must be made by a Specialist Medical Practitioner." Transplantation of part of an organ is specifically excluded.

32. ***Medullary Cystic Disease***

A hereditary kidney disorder characterized by gradual and progressive loss of kidney function because of cysts in the kidney medulla. The diagnosis must be confirmed by a Specialist Medical Practitioner and supported by imaging evidence of multiple medullary cysts with cortical atrophy.

33. ***Multiple Sclerosis***

Unequivocal diagnosis of Multiple Sclerosis by a consultant Neurologist. The disease has to be evidenced by typical clinical symptoms of demyelination and impairment of motor and sensory functions as well as by typical MRI findings.

For proving the diagnosis the Insured must either exhibit neurological abnormalities that have existed for a continuous period of at least 6 months or must have had at least two clinically documented episodes at least one month apart or must have had at least one clinically documented episode together with characteristic findings in the cerebrospinal fluid as well as specific cerebral MRI lesions.

Other causes of neurological damage such as Systemic Lupus Erythematosus (SLE) and Human Immunodeficiency Virus (HIV) are excluded.

34. ***Muscular Dystrophy***

Unequivocal diagnosis of either Duchenne, Becker or Limb Girdle Muscular Dystrophy (all other types of Muscular Dystrophy are excluded) that has to be confirmed by a Specialist Medical Practitioner and evidenced by muscle biopsy and CPK estimations. The disease must result in a permanent inability to perform independently three or more Activities of Daily Living or must result in a permanent bedridden situation and inability to get up without outside assistance. These conditions have to be medically documented for at least 3 months.

35. ***Myasthenia Gravis***

A disorder characterized by chronic (abnormal) weakness of voluntary muscles which is confirmed by a consultant Neurologist and proven by tensilon test and Electromyogram (EMG) and only idiopathic cause is included. Myasthenia Gravis due to thyroid disease is specifically excluded.

36. ***Necrotising Fascitis (Flesh Eating Disease)***

An infection of the superficial and/or deep fascia investing the muscles of an extremity or the trunks, progress often being fulminant needing immediate surgical intervention and debridement. Definitive diagnosis must be confirmed by a Specialist Medical Practitioner in microbiology or pathology after surgical exploration.

37. ***Occupationally Acquired HIV***

Infection by any Human Immunodeficiency Virus (HIV) where it was acquired as a result of an accident while carrying out normal occupational duties. Any accident giving rise to a potential claim must be reported to the Company within seven days providing a detailed report of the accident and must be evidenced by a negative HIV antibody test taken immediately after the accident. Seroconversion to HIV infection must occur within 6 months of the accident.

HIV infection resulting from or transmitted by any other means, including sexual activity or recreational intravenous drug use, is specifically excluded from this benefit. This benefit will not apply if a cure has become available prior to the accident or if the Insured elects not to take any vaccine which has become available prior to the accident.

38. ***Other Serious Coronary Artery Disease***

The narrowing of the lumen of at least one coronary artery by a minimum of 75% and of two others by a minimum of 60% as proven by coronary arteriography, regardless of whether or not any form of coronary artery surgery has been performed.

Coronary arteries herein refer to left main stem, left anterior descending, circumflex and right coronary artery.

39. ***Paralysis***

Paralysis is defined as "a definite diagnosis of the total loss of muscle function of two or more limbs as a result of injury or disease to the nerve supply of those limbs, for a period of at least 3 months following the precipitating event. The diagnosis of Paralysis must be made by a Specialist Medical Practitioner."

40. ***Parkinson's Disease***

Unequivocal diagnosis of idiopathic or primary Parkinson's Disease (all other forms of Parkinsonism are excluded) before age 65 that has to be confirmed by a Specialist Medical Practitioner. The disease must result in a permanent inability to perform independently three or more Activities of Daily Living or must result in a permanent bedridden situation and inability to get up without outside assistance. These conditions have to be medically documented for at least 3 months.

41. ***Poliomyelitis***

Acute infection by the Polio virus leading to paralytic disease as evidenced by impaired motor function or respiratory weakness. Diagnosis has to be confirmed by a Specialist Medical Practitioner and evidenced by specific tests proving the presence of the poliovirus (e.g. exams of stool or cerebrospinal fluid; blood analysis for antibodies). Cases not involving paralysis will not be eligible for benefit. Other causes of paralysis are specifically excluded.

42. ***Primary Lateral Sclerosis***

A progressive degenerative disorder of the motor neurons of the cerebral cortex resulting in widespread weakness on an upper motor neuron basis. Clinically it is characterized by progressive spastic weakness of the limbs, preceded or followed by spastic dysarthria and dysphagia, indicating combined involvement of the corticospinal and corticobulbar tracts. The diagnosis must be made by a consultant Neurologist and confirmed by appropriate neuromuscular testing such as Electromyogram (EMG).

43. ***Progressive Bulbar Palsy***

Neurological disorder with paralysis in the head region, difficulties in chewing and swallowing, problems in speaking, persistent signs of involvement of the spinal nerves and the motor centres in the brain and spastic weakness and atrophy of the muscles of the extremities. The disease must be unequivocally diagnosed by a consultant Neurologist and evidenced by appropriate neuromuscular testing such as Electromyogram (EMG). Furthermore Progressive Bulbar Palsy must result in a permanent inability to perform independently three or more Activities of Daily Living or must result in a permanent bedridden situation and inability to get up without assistance. These conditions have to be medically documented for at least 3 months.

44. ***Progressive Muscular Atrophy***

Confirmation of definitive diagnosis of either Fried-Emery, Kugelberg-Welander, Aran-Duchenne or Vulpian-Bernhardt Muscular Atrophy by a consultant Neurologist. The diagnosis must be supported by muscle biopsy and CPK estimated, and the disease must result in a permanent inability to perform independently three or more Activities of Daily Living or must result in a permanent bedridden situation and inability to get up without assistance. These conditions have to be medically documented for at least 3 months.

45. ***Progressive Scleroderma***

A systemic collagen-vascular disease causing progressive diffuse fibrosis in the skin, blood vessels and visceral organs. This diagnosis must be unequivocally supported by biopsy and serological evidence and the disorder must have reached systemic proportions to involve the heart, lungs, or kidneys.

The following are excluded:

- Localized scleroderma (linear scleroderma or morphea);
- Eosinophilic fascitis; and
- CREST syndrome.

46. ***Pulmonary Arterial Hypertension***

An increase in the blood pressure in the pulmonary arteries, caused by either an increase in pulmonary capillary pressure, increased pulmonary blood flow or increased pulmonary vascular resistance. Diagnosis has to be confirmed by a Specialist Medical Practitioner and evidenced by cardiac catheterization showing a mean pulmonary artery pressure during rest of at least 20 mmHg. Furthermore right ventricular hypertrophy or dilatation and signs of right heart failure have to be medically documented for at least 3 months.

47. ***Severe Asthma***

The Insured suffers from severe asthma which is characterized by at least three (3) of the following criteria:

a. History of status asthmatic within the past two (2) years;
b. Record of continuous daily symptoms of wheezing and shortness of breath with exacerbation of more than 3 times a week and hospital admission at least 2 times a year:
c. Chest deformities resulting from chronic hyperinflation;
d. Continuous daily use of oral corticosteroids for a minimum period of at least six (6) consecutive months as prescribed by a pediatrician.

48. ***Severe Rheumatoid Arthritis***

Widespread chronic progressive joint destruction with major deformity, affecting at least three major joints (e.g. hands, wrists, elbows, hips, knees, ankles). The severity of the disease must result in a permanent inability to perform independently three or more Activities of Daily Living or must result in a permanent bedridden situation and inability to get up without outside assistance. These conditions have to be medically documented for at least 3 months. The diagnosis must be confirmed by a Rheumatologist.

49. ***Spinal Muscular Atrophy***

Degenerative diseases of the anterior horn cells in the spinal cord and motor nuclei of the brainstem, characterized by profound proximal muscular weakness and wasting, primarily in the legs, followed by distal muscle involvement. The diagnosis must be made by a consultant Neurologist and confirmed by appropriate neuromuscular testing such as Electromyogram (EMG).

50. ***Surgery to Aorta***

The actual undergoing of surgery for a chronic disease of the aorta needing excision and surgical replacement of the diseased aorta with a graft. For the purpose of this definition aorta shall mean the thoracic and abdominal aorta but not its branches. Realisation of the aortic surgery has to be confirmed by a Specialist Medical Practitioner.

Definition of Special Diseases

9 Special Diseases are covered in this Policy under different headings provided below. Each Special Disease has its meaning given under the heading and any diagnosis of a Special Disease for the purpose of claiming the Special Disease Benefit must fulfill the meaning together with each and every conditions and requirements set out under the heading of that Special Disease.

- ***Carcinoma-in-situ of Testis***
  Carcinoma-in-situ is defined as a focal autonomous new growth of carcinomatous cells which has not yet resulted in the invasion of normal tissues. Invasion means an infiltration and/or active destruction of tissue or surrounding tissue beyond the basement membrane. The disease of carcinoma-in-situ covered under this heading is limited only to the testicles. The diagnosis of carcinoma-in-situ must always be positively diagnosed upon the basis of a microscopic examination of fixed tissue additionally supported by biopsy.

- ***Prostate Cancer Stage T1c***
  The definitive diagnosis of prostate cancer stage T1c according to the TNM staging system. The diagnosis must be confirmed by a Pathologist based on histology. Prostate cancer stage T1a and T1b are specifically excluded.

- ***Carcinoma-in-situ of Breast, Cervix Uteri, Uterus, Ovary, Fallopian Tube or Vagina***
  Carcinoma-in-situ is defined as a focal autonomous new growth of carcinomatous cells which has not yet resulted in invasion of normal tissue. Invasion means an infiltration and/or active destruction of normal tissue beyond the basement membrane. The disease of carcinoma-in-situ covered under this heading is limited only to the breast, cervix uteri, uterus, ovary, fallopian tube or vagina. The diagnosis of carcinoma-in-situ must always be supported by a histopathological report.

  For carcinoma-in-situ of cervix uteri, carcinoma-in-situ must always be positively diagnosed upon the basis of a microscopic examination of fixed tissue from a cone biopsy or colposcopy with cervical biopsy. Clinical diagnosis does not meet this stand. Cervical Intraepithelial Neoplasia (CIN) classification including CIN I and CIN II are specifically excluded.

  For carcinoma-in-situ of uterus, the tumor should be classified as TisN0M0 according to the TNM staging method

  For carcinoma-in-situ of ovary, the tumor should be capsule intact, with no tumor on the ovarian surface, classified as T1aN0M0 according to the TNM staging method.

  For carcinoma-in-situ of fallopian tube, the tumor should be limited to the tubal mucosa and classified as Tis according to the TNM staging method.

  For carcinoma-in-situ of vagina, the tumor should be classified as Tis according to the TNM staging method.

- ***System Lupus Erythematosus(SLE)***
  An autoimmune illness in which tissues and cells are damaged by deposition of pathologic autoantibodies and immune complexes. Systemic lupus erythematosus will be restricted to those forms of systemic lupus erythematosus which involve the kidney. The renal function of the Insured has to be impacted due to the systemic lupus erythematosus (it has to be classified as Class III to Class VI lupus nephritis according to the classification of results of renal biopsy by WHO). Other types of lupus, such as the discoid lupus erythematosus or those that only affect the blood and joints are excluded. Diagnosis has to be confirmed by a Specialist Medical Practitioner and evidenced by a histological report.

Definition of Terminal Diseases

A Terminal Disease defined in this Policy is any disease diagnosed other than those listed under the "Definition of Dread Diseases" and "Definition of Special Diseases", which, in the opinion of the Specialist Medical Practitioner involved, is highly likely to lead to death within 6 months and medical opinion has rejected active therapy in favour of the relief of symptoms. This decision has to be confirmed by the Specialist Medical Practitioner appointed by the Company.

BENEFIT PROVISIONS

a) Dread Diseases and Special Diseases Benefits

If the Insured is diagnosed with any of the Dread Diseases or Special Diseases, the Company shall, upon receipt of acceptable proof of occurrence and subject to terms and conditions of this Policy, pay the relevant Dread Diseases Benefit or Special Diseases Benefit to the Policy Owner provided that the Insured survives for a period of not less than 30 days following the relevant diagnosis.

The amount of Dread Diseases Benefit is shown as follows:-

i. For Angioplasty or Severe Asthma, the amount of Dread Diseases Benefit payable under this Policy shall equal to 15% of the Sum Insured subject to the limitation that the aggregate of this Payment and any and all similar payments paid or payable under this Policy and other Policies and/or supplementary contracts issued by the Company in respect of any procedure or treatment within the meaning of Angioplasty or Severe Asthma, will not exceed a per life maximum of HK$100,000.00 or US$12,500.00 (whichever currency is applicable under this Policy). After the Company pays this benefit in respect of Angioplasty or Severe Asthma, the Sum Insured shall be reduced by the amount paid under this benefit but the amount of premium payable under this Policy shall not be reduced. The Dread Diseases Benefit for Angioplasty or Severe Asthma can be claimed once under this Policy or other Policies and/or supplementary contracts issued by the Company for each diagnosis, and after payment, shall no longer be payable under this Policy or other Policies and/or supplementary contracts issued by the Company in respect of the same diagnosis;

ii. For Dread Diseases other than Angioplasty or Severe Asthma, the amount of Dread Diseases Benefit payable under this Policy shall equal to the Sum Insured less any benefits paid or payable under this Policy in respect of Angioplasty, Severe Asthma and/or Special Diseases. After the Company pays this benefit on any of Dread Diseases other than Angioplasty or Severe Asthma, this Policy shall immediately terminate and no further benefits shall be payable under this Policy except for benefits due prior to the termination of this Policy.

The amount of Special Diseases Benefit is shown as follows:-

i. For the male Insured, a Special Diseases Benefit equal to 10% of the Sum Insured shall be payable following the diagnosis of Carcinoma-in-situ of Testis or Prostate Cancer Stage T1c provided that he survives a period of not less than 30 days following the diagnosis; and subject to the limitation that the aggregate of this Payment and any and all similar payments paid or payable under this Policy and other Policies and/or supplementary contracts issued by the Company in respect of any procedure or treatment within the meaning of Carcinoma-in-situ of Testis or Prostate Cancer Stage T1c, will not exceed a per life maximum of HK$100,000.00 or US$12,500.00 (whichever currency is applicable under this Policy);

ii. For the female Insured, a Special Diseases Benefit equal to 10% of the Sum Insured shall be payable following the diagnosis of System Lupus Erythematosus or Carcinoma-in-situ of Breast, Cervix Uteri, Uterus, Ovary, Fallopian Tube or Vagina provided that she survives a period of not less than 30 days following the diagnosis and subject to the limitation that the aggregate of this Payment and any and all similar payments paid or payable under this Policy and other Policies and/or supplementary contracts issued by the Company in respect of any procedure or treatment within the meaning of System Lupus Erythematosus or Carcinoma-in-situ of Breast, Cervix Uteri, Uterus, Ovary, Fallopian Tube or Vagina, will not exceed a per life maximum of HK$100,000.00 or US$12,500.00 (whichever currency is applicable under this Policy).

After the Company pays a Special Diseases Benefit, the Sum Insured shall be reduced by the amount paid under this benefit but the amount of premium payable under this Policy shall not be reduced.

The Special Diseases Benefit can be claimed once under this Policy or any other Policies and/or supplementary contracts issued by the Company, and after payment, shall no longer be payable under this Policy or other Policies and/or supplementary contracts issued by the Company in respect of the same diagnosis.

b) Terminal Diseases Benefit

If the Insured is diagnosed with any of the Terminal Diseases, the amount of Terminal Diseases Benefit payable to the Policy Owner under this Policy shall equal to the Sum Insured less any benefits paid or payable in respect of Angioplasty, Severe Asthma and/or Special Disease, and after payment of this benefit, this Policy shall immediately terminate and no further benefits shall be payable under this Policy except for benefits due prior to the termination of this Policy.

c) Waiver of Premium Benefit

If the Insured suffers Total and Permanent Disability while this Policy is in force and prior to the anniversary of this Policy immediately preceding the sixtieth (60^{th}) birthday of the Insured and continues to be disabled for a period of six (6) months, the Company shall waive the payment of each premium payable under this Policy falling due after the said six (6) months and during the period which the Total and Permanent Disability continues uninterrupted until the Insured recovers or until the anniversary of the Policy immediately before the sixtieth (60^{th}) birthday of the Insured whichever is earlier. Each payment of premium waived by the Company pursuant to this provision shall be deemed to have been paid under this Policy.

Regardless of the modal premium under this Policy, the waiver of premium shall be effected as if this Policy is on a monthly premium mode. There shall, however, be no waiver for any premium with a due date more than one (1) year prior to the date of receipt by the Company of a written notice of the claim.

d) Hospital Daily Allowance Benefit

If the claim for a Dread Diseases Benefit under this Policy, except for Angioplasty or Severe Asthma, has been approved, the Company shall pay to the Policy Owner, a daily cash allowance equal to 0.1% of the Sum Insured for each day the Insured is confined in a hospital for treatment of the diagnosed Dread Diseases subject to a maximum of 180 days.

e) Medical Subsidy Benefit

If the claim for a Dread Diseases Benefit under this Policy, except for Angioplasty or Severe Asthma, has been approved, the Company shall reimburse the Policy Owner, the medical cost incurred that is Medically Necessary for treating the diagnosed Dread Diseases up to 2.5% of the Sum Insured per quarter as a Medical Subsidy Benefit. The total payment under this benefit shall be subject to a maximum sum of 10% of the Sum Insured.

f) Second Medical Opinion Reimbursement Benefit

If the claim for a Dread Diseases Benefit under this Policy, except for Angioplasty or Severe Asthma, has been approved, the Company shall reimburse the Policy Owner, the costs of getting a Second Medical Opinion from any qualified Medical Practitioner up to a maximum sum of 2.5% of the Sum Insured. Upon the Policy Owner's request, the Company may also provide the relevant information to assist the Insured in selecting a medical expert of the relevant diagnosed Dread Diseases for a Second Medical Opinion. Any hospital or Medical Practitioner referred by the Company and chosen by the Insured shall be acting as a principal party in giving their medical services and the Company shall not be liable however for the medical services provided.

g) Death Benefit

If the Insured dies while this Policy is in force, a Death Benefit of HK$100,000.00 or US$12,500.00 (whichever currency is applicable under this Policy) shall be payable to the Beneficiary under this Policy. Upon payment of this benefit, this Policy shall immediately terminate and no further benefits shall be payable under this Policy except for benefits due prior to the termination of this Policy.

Notwithstanding that the Insured may suffer from more than one Dread Diseases or Special Diseases or Terminal Diseases, the total payment in respect of Dread Diseases Benefit or Special Diseases Benefit or Terminal Diseases Benefit shall not exceed 100% of the Sum Insured.

Exclusions

No Dread Diseases Benefit or Special Diseases Benefit or Terminal Diseases Benefit shall be payable under this Policy if the relevant disease:-

a) is caused directly or indirectly by Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC), or infection by Human Immunodeficiency Virus (HIV), except for "Occupationally Acquired HIV" and "AIDS due to blood transfusion"; or

b) arises as a result of suicide, attempted suicide or intentionally self-inflicted injury or disease, whether the Insured is sane or insane; or

c) its signs or symptoms or any received medical advice/treatment of which, or any covered surgery the cause or triggering condition of which, in the opinion of the Company first occurred within or prior to the first 90 days from the Policy Commencement Date or the Policy Reinstatement Date of this Policy; whichever is later, unless the relevant disease contracted is directly caused by an accident; or

d) is caused directly or indirectly by the taking of drugs (except under the proper direction of a registered Medical Practitioner), the taking of poison or alcohol; or

e) is caused directly or indirectly by war or any act of war, declared or undeclared, riots, insurrection or civil commotion; or

f) arises from Congenital Conditions; or

g) Unreasonable failure to seek or follow medical advice; or

h) Atomic explosion, nuclear fission or radioactive gas.

GENERAL PROVISIONS

The Contract

This Policy is issued in consideration of the Application and payment of premiums and in reliance of the statements in the Application.

This Policy, the Application and any endorsements, together with any medical evidence, written statements and declarations made or submitted to the Company by or on behalf of the Policy Owner or the Insured, copies of which are all attached hereto and made a part of this Policy, constitute the entire contract.

All statements made by or for the Policy Owner and/or the Insured shall be considered as representations and not warranties.

Modification

No condition, provision or term or the Policy Schedule of this Policy may be waived or modified except by written endorsement issued by the Company and signed by an officer so authorized by the Company.

No agent or anyone other than an officer duly authorized by the Company, has the power to change this Policy or waive any rights or requirements of the Company.

Policy Owner

The Policy Owner is the person specified in the Policy Schedule. Only the Policy Owner or his legal personal representatives may during the lifetime of the Insured while this Policy is in force, exercise any rights, or enjoy any privilege and options contained in this Policy.

Beneficiary

The Beneficiary is the person or persons designated in the Application for this Policy, or as the case may be, re-designated in accordance with the provisions herein as recorded by the Company in accordance with the provisions herein contained and is entitled to the proceeds payable under this Policy upon the death of the Insured.

The proceeds payable under this Policy shall be paid to the designated Beneficiary or, if there is no designated Beneficiary, to the Policy Owner or, if the Policy Owner is deceased, to the appointed legal representatives of the Policy Owner's estate, as the case may be.

The interest hereunder of any Beneficiary who predeceases the Insured shall pass to any other surviving Beneficiary or Beneficiaries if more than one Beneficiary according to their respective interests, and in the event of a sole Beneficiary, shall pass to the Policy Owner.

If the Beneficiary or as the case may be, the Policy Owner, dies at the same time as the Insured, the proceeds payable of this Policy, unless otherwise provided in the Application, or in any written request, be paid as if the person who is older by age had died before the person who is younger by age.

Change of Policy Owner and Beneficiary

During the lifetime of the Insured and while this Policy is in force, the Policy Owner may change the Policy Owner or the Beneficiary of this Policy by filing a written notice satisfactory to the Company.

Any change of the Policy Owner or the Beneficiary of this Policy shall take effect only upon recording by the Company. The change shall be effective as of the date the notice was signed, regardless of whether the Policy Owner or the Insured is living at the time of the notice is received by the Company.

Assignment

This Policy shall not be assigned.

Misstatement of Age and Sex

If the Age or Sex of the Insured is misstated in the Application for this Policy, any amount paid or payable by the Company or benefits accruing under this Policy shall be such as the premiums paid would have purchased at the time of the Application on the basis of the correct Age and Sex.

Freedom from Restriction

Unless herein stated to the contrary, this Policy contains no restrictions with respect to the residence, travel or occupation of the Insured.

Suicide

If the Insured commits suicide within the first two (2) years from the Policy Commencement Date or the Policy Reinstatement Date of this Policy, whichever is later, whether sane or insane, the Death Benefit payable under this Policy shall be limited to a refund of the premiums paid without interest.

Non-Participating

This Policy is non-participating and shall not share in the divisible surplus of the Company's life insurance fund.

Currency and Place of Payment

All amounts payable either to or by the Company shall be made in the currency shown in the Policy Schedule. The proceeds shall be payable at the Registered Office of the Company in the Hong Kong Special Administrative Region.

Protection Against Creditors

To the extent allowed by law and subject to this Policy, all proceeds payable under this Policy shall be exempted and free from any claims of the Policy Owner's creditors and from any judicial process to levy upon or attach the same.

Effective Date

The effective date of this Policy shall be the Policy Commencement Date specified in the Policy Schedule or the Policy Reinstatement Date, whichever is later.

Incontestability

Except for fraud or non-disclosure, or non-payment of premium, this Policy shall be incontestable after it has been in force during the lifetime of the Insured for two (2) years from the Policy Commencement Date or from the Policy Reinstatement Date, whichever is the later.

Interpretation

Throughout this Policy, where the context so admits, words embodying the masculine gender shall include the feminine gender, and words indicating the singular case shall include the plural and vice-versa.

Should any conflict arise in respect of the interpretation of any provisions in this Policy and any other material otherwise produced by the Company, the provisions of this Policy shall prevail.

Governing Law

This Policy shall be construed and governed in all respects by the laws of the Hong Kong Special Administrative Region and the Courts of Hong Kong shall have exclusive jurisdiction over any dispute on this Policy.

Termination

This Policy shall terminate immediately subject to payment of any proceeds due under this Policy, and any premium not already due shall cease to be payable:

a) if this Policy has been discharged, surrendered, expired, lapsed, cancelled or terminated for whatever reason(s); or

b) on the death of the Insured from any cause; or

c) when the Dread Diseases Benefit (other than Angioplasty or Severe Asthma) or the Terminal Diseases Benefit has been paid; or

d) on the Expiry Date of this Policy as specified in the Policy Schedule; or

e) on receipt of the Policy Owner's written request for cancellation of this Policy.

PREMIUMS AND REINSTATEMENT PROVISIONS

Payment of Premiums

All premiums after the first are payable to the Company's registered office on or before the due date.

The Company shall accept payment of each annual premium including all additional premiums (if any) by way of installments agreed to be due and payable at half-yearly, quarterly or monthly intervals (as the case may be) from the Policy Commencement Date in accordance with the conversion rates applied by the Company from time to time.

Due dates for which premiums shall become payable under this Policy, anniversaries of this Policy and years of this Policy shall be determined from the Policy Commencement Date as specified in the Policy Schedule. The first premium is due on the Policy Commencement Date.

After payment of the first premium, failure to pay a premium on or before its due date shall constitute a default in payment of premium and a breach of this Policy. Premiums once paid are fully earned.

Grace Period

A Grace Period of thirty (30) days from the premium due date shall be allowed for the payment of each premium after the first. All insurance coverage continues during this Grace Period without prejudice to any accrued rights of the Company. If any premium remains unpaid at the expiration of the Grace Period, this Policy shall cease to be in force unless all due and unpaid premiums are recovered by the Company.

Reinstatement

This Policy may be reinstated with the consent of the Company at any time within one (1) year from the date of a default in payment of premium pursuant to which this Policy was terminated provided that the Insured is still alive and insurable by the Company's standards.

Subject to the following rules and regulations of the Company which may be amended by the Company from time to time, the Policy Owner may apply for reinstatement of this Policy upon: -

a) submission of a written Application for Reinstatement to the Company;

b) submission of evidence of good health and insurability of the Insured satisfactory to the Company;

c) payment of all unpaid premiums with interest, at a rate determined by the Company from time to time from the date of the default in payment of premium; and

d) submission of any other information or documents reasonably required by the Company.

CLAIM PROVISIONS

Notice of Claim

The Company must be notified in writing within thirty (30) days from the date of first diagnosis of the Dread Diseases or the Special Diseases or the Terminal Diseases and failure to do so may invalidate a claim, unless otherwise agreed by the Company.

Proof of Claim

No benefits under this Policy shall be payable unless the Insured has provided proof to the Company's satisfaction by submitting to the Company the original documentation and receipts together with a fully completed claim form within 90 days after the time the proof is required or as soon thereafter as is reasonably possible, and in no event, except in the absence of legal capacity, later than six (6) months from the time the proof is required.

Proof of occurrence of Dread Disease, Special Disease and Terminal Disease must be supported by:

a) The appropriate Specialist Medical Practitioner registered and practicing in the country where this policy was issued, or registered and practicing in a country approved by the Company.

b) Confirmatory result from medical investigations including but not limited to, clinical, radiological, histological, and laboratory evidence, and

c) If the Dread Disease requires a surgical procedure to be performed, the procedure must be the usual treatment for the condition and be medically necessary.

All certificates, information and evidence required by the Company shall be furnished at the expense of the Insured.

In the event of any dispute or disagreement regarding the appropriateness or correctness of the diagnosis, the Company at any time shall have the right to call for an examination, of either the Insured or the evidence used in arriving at such diagnosis, by an independent Medical Practitioner selected by the Company. The cost incurred in providing such proof and medical examination shall be borne by the Insured.

Abandoned Claims

If the Company disclaims liability for any claim hereunder, and no legal proceedings in respect of such claim is commenced within twelve (12) calendar months from the date of such disclaimer, then such claim shall for all purposes under this Policy be deemed to have been abandoned and shall not thereafter be recoverable.

Legal Action

No suit or action against the Company, whether at law or in equity, shall be brought on any claim sooner than three (3) months after the date on which proof of claim satisfactory to the Company is given, nor later than three (3) years after the date proof of claim is required.