

Child Protection

This Supplementary Benefit (i.e Child Protection) forms part of the Policy. Should any provisions of this Supplementary Benefit be inconsistent with any provisions of the Policy, the former shall prevail for the purpose of this Supplementary Benefit. Definitions used in this Supplementary Benefit where defined in the Policy shall have the same meaning as in the Policy except where specifically provided for in this Supplementary Benefit.

1. Definitions

“Accident” shall mean an unforeseen and unexpected event of violent, accidental, external and visible nature which shall independently of any other cause be the sole cause of bodily injury.

“Cancer” is defined as follows:

A malignant tumour, characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissue. The cancer must be confirmed by histological evidence of malignancy on a pathology report. The term cancer includes leukemia, lymphoma, and Hodgkin’s disease.

The following cancers are excluded:

- All tumours which are histologically described as benign, pre-malignant or dysplasia;
- Any lesion described as carcinoma in-situ;
- All skin cancers other than malignant Melanomas;
- Cervical Intra-epithelial Neoplasia (CIN I, CIN II, or CIN III) or Squamous Intra-epithelial lesion;
- Tumours of the ovary classified as T1aN0M0 or FIGO 1A;
- Prostate cancers which are histologically described as TNM Classification T1a or T1b or are of another equivalent or lesser classification;
- Chronic Lymphocytic Leukaemia less than RAI Stage 3;
- Any tumour of the thyroid histologically classified as T1N0M0 or T0N0M0 according to the TNM Classification.

“Child” means a child of the Life Insured born more than 15 days after the Issue Date of this Policy or the effective date of this Benefit or the date of last reinstatement, whichever is later or younger than 18. The child(ren) is/are not eligible for this benefit if he or she has been diagnosed as Premature birth or Postmature birth even the policy has been successfully issued and remaining valid as at the date of application for claims.

“Designated Mainland China Hospital” means the list of hospitals in the mainland China as designated and updated by us from time to time at our own discretion without prior notice.

“Disability” or **“Disabilities”** shall mean Injury, Sickness, Disease or Illness and shall include all disabilities arising from the same cause including any and all complications arising therefrom, except that where after 90 days following the latest medical treatment or consultation no further treatment for the said disability is required, any subsequent disability from the same cause shall be considered a separate disability.

“HIV Due to Blood Transfusion and Occupationally Acquired HIV” means infection with Human Immunodeficiency Virus (“HIV”) through either (a) or (b) below, where a Cure has not become available prior to the infection:

(a) Infection through a blood transfusion provided that all of the following conditions are met and are proved to the Company’s satisfaction:

- The Child of the Life Insured does not suffer from Thalassaemia Major or Haemophilia;
- Proof of sero-conversion from HIV negative to HIV positive occurring during the one-hundred and eighty (180) days after the documented blood transfusion. This proof must include a negative HIV antibody test conducted within five (5) days of the blood transfusion;
- The blood transfusion was medically necessary or given as part of a medical treatment;
- The blood transfusion was received in the Hong Kong SAR after the Issue Date, Policy Date, effective date of last reinstatement or effective date of Change of Life Insured, whichever is the latest; and
- The source of the infection is established to be from an institution which is legally allowed to carry out blood transfusion, that provided the blood transfusion and the institution is able to trace the origin of the HIV tainted blood.

(b) Infection resulted from an Accident occurring after the Issue Date, Policy Date, effective date of last reinstatement or the effective date of Change of Life Insured, whichever is the latest, whilst the Life Insured was carrying out the normal professional duties of his or her occupation in the Hong Kong SAR, provided that all of the following conditions are met and are proved to the Company’s satisfaction:

- Proof that the Accident involved a definite source of the HIV infected fluids;
- Proof of sero-conversion from HIV negative to HIV positive occurring during the one-hundred and eighty (180) days after the documented Accident. This proof must include a negative HIV antibody test conducted within five (5) days of the Accident;
- HIV infection resulting from any other means including sexual activity and the use of intravenous drugs is excluded; and
- The occupation of the Child of the Life Insured, at the time of Accident, is a Registered Medical Practitioner, housemen, medical student, registered nurse, medical laboratory technician, dentist (surgeon and nurse) or paramedical worker, working in medical centre or clinic in the Hong Kong SAR.

For the purpose of this definition, “Cure” means any treatment that renders the HIV inactive or noninfectious.

“Hong Kong SAR” means the Hong Kong Special Administrative Region of the People’s Republic of China.

“Hospital Confinement” shall mean confinement in a Hospital which must be for a minimum period of 6 consecutive hours before any Hospital Cash Benefits hereunder are payable.

“In-patient” shall mean a patient in a Hospital who occupies a bed over-night and for a minimum period of 6 consecutive hours, except that no minimum period of Hospital Confinement is required in respect of an operation incurred at a recognised day care centre owned and operated as such by a Hospital.

“Injury” shall mean bodily damage to the Child of the Life Insured caused solely by an Accident.

“Pre-existing Conditions” shall mean:

- (a) Disabilities which existed prior to the Issue Date of this Policy or the effective date of this Benefit or the effective date of last reinstatement, whichever is later, and which presented signs or symptoms of which the Child of the Life Insured was aware or should reasonably have been aware.
- (b) The following Disabilities when occurring during the first year after the Issue Date of this Policy or the effective date of this Benefit or the effective date of last reinstatement, whichever is later (but not to the exclusion of all others):
 - (i) Tumours of Internal Organs
 - (ii) Haemorrhoids
 - (iii) Diseased Tonsils Requiring Surgery
 - (iv) Pathological Abnormalities of Nasal Septum or Turbinates
 - (v) Hyperthyroidism
 - (vi) Cataracts
 - (vii) Sinus Conditions requiring surgery
 - (viii) Hallux Valgus
- (c) The following Disabilities when occurring during the first six months after the Issue Date of this Policy or the effective date of this Benefit or the effective date of last reinstatement, whichever is later (but not to the exclusion of all others):
 - (i) Tuberculosis
 - (ii) Anal Fistulae
 - (iii) Gall Stones
 - (iv) Calculii of Kidney, Urethra or Bladder
 - (v) Hypertension or Cardio Vascular Disease
 - (vi) Gastric or Duodenal Ulcer
 - (vii) Tumours of skin, muscular tissue, bone tumours or malignancies of blood or bone marrow
 - (viii) Diabetes Mellitus

“Premature birth” shall mean any birth before thirty-seven (37) weeks of gestation.

“Postmature birth” shall mean any birth after forty-two (42) weeks of gestation.

“Registered Medical Practitioner” means any Medical Practitioner duly qualified and legally registered as such under the Medical Registration Ordinance of the Hong Kong SAR or any amendment thereto, or otherwise authorised and entitled to practise western medicine in any other country/region as accepted by us in accordance with the laws of that country/region and who is other than the Life Insured or the Policyholder or a member of the Life Insured’s or the Policyholder’s immediate family.

“Sickness”, “Diseases” or “Illness” shall mean a physical condition marked by a pathological deviation from the normal healthy state.

“Treatment” shall mean surgical or medical procedures, the sole purpose of which is the cure or relief of Injury, Sickness, Disease or Illness.

2. Benefit

Subject to all the terms herein, we will pay you an amount equivalent to the Protection Amount of Child Protection as defined and stated in Policy Schedule as the additional payment upon the Child of the Life Insured being diagnosed by a Registered Medical Practitioner with any of the following benefits of Child Protection:

(a) Cancer Benefit:

- i. We will pay you this benefit as the additional payment upon the Child of the Life Insured being diagnosed by a Registered Medical Practitioner with Cancer.
- ii. Diagnosis of a Cancer for the purpose of claiming Cancer Benefit must fulfill the terms and conditions for the Cancer and the Child of the Life Insured has survived for not less than fourteen (14) days following the diagnosis of Cancer.

(b) Death Benefit:

- i. We will pay you this benefit as the additional payment upon the death of the Child of the Life Insured provided that this Policy is in force at the date of death of the Child of the Life Insured, and we receive the documents as set out in provision A13 of Basic Plan.

(c) Hospital Cash Benefit:

- i. Subject to all the terms herein, we will pay the Protection Amount of Child Protection – Hospital Cash Benefit as defined and stated in Policy Schedule on a daily basis when upon recommendation of a Registered Medical Practitioner the Child of the Life Insured is registered as an In-patient in a Hospital for the treatment of a covered Disability. This Benefit shall be payable from the first day of Hospital Confinement up to the date of discharge but not exceeding 730 days per Disability while this Benefit is in force.
- ii. This Benefit shall take effect from the Effective Date of this Benefit or the date of last reinstatement, whichever is later, provided the premium for this Benefit due has been received by the Company.

- iii. Should intensive care treatment during hospitalisation, or hospitalisation outside the Hong Kong SAR and mainland China in the case of Accidents or emergencies certified by a Registered Medical Practitioner be required, the amount payable for those days will be double that of the limits as the Protection Amount of Child Protection – Hospital Cash Benefit as defined and stated in the Policy Schedule.
- iv. Should hospitalisation inside mainland China certified by a Registered Medical Practitioner be required, the amount payable for those days will be 50% of the limits as the Protection Amount of Child Protection – Hospital Cash Benefit as defined and stated in Policy Schedule. This Protection Amount of Child Protection – Hospital Cash Benefit shall be payable from the first day of Hospital Confinement up to the date of discharge but not exceeding 90 days per Disability while this Benefit is in force.

The same type of Benefits can only be claimed once in respect of the covered Child under this Benefit. Upon payment of the claimed protection under the relevant Benefits pursuant to Clause 2, we shall be relieved from any further liability under such Benefits.

3. Exceptions

No benefit will be paid for Child Protection directly or indirectly from or in respect of any of the following or any event which arises from any of the following:

- (a) No benefit is payable under this Policy for any Death, Cancer and Hospital Cash resulting (directly or indirectly) from, or caused or contributed by (in whole or in part), any of the following:
 - (i) AIDS; or
 - (ii) Human Immunodeficiency Virus (HIV) (except for “HIV Due to Blood Transfusion and Occupationally Acquired HIV” as defined in Clause 1); or
 - (iii) any Pre-existing Condition; or within waiting period; or
 - (iv) nuclear, biological or chemical contamination (NBC); or
 - (v) intoxication by alcohol or drugs not prescribed by a Registered Doctor.
- (b) No benefit is payable under this Policy for any Cancer or Hospital Confinement resulting (directly or indirectly) from or caused or contributed by (in whole or in part), any Congenital Conditions or genital disorder or developmental conditions.
- (c) No benefit is payable under this Policy for the covered Child (where applicable) for any Cancer of which the signs or symptoms first occurred or diagnosed prior to the Issue Date, or within the first ninety (90) days following the Issue Date, the Child Protection Effective Date (where applicable) or the effective date of last reinstatement of the Policy, whichever is the latest.
- (d) No benefit is payable under this Policy for the covered Child (where applicable) for Hospital Confinement of which the signs or symptoms first occurred or diagnosed prior to the Issue Date, or within the first thirty (30) days following the Issue Date, the Child Protection Effective Date (where applicable) or the effective date of last reinstatement of the Policy, whichever is the latest.
- (e) No benefit is payable under this Policy for the covered Child (where applicable) for any Hospital Confinement of which event is not medically necessary.

- (f) No benefit is payable if the covered Child has been diagnosed as Premature birth or Postmature birth, even the policy has been successfully issued and remaining valid as at the date of application for claims.

4. Claims

A claim must be made within

- (a) 90 days of the Child of the Life Insured becoming aware that he is suffering from Cancer and whilst this Policy is in force for the claim of Child Protection – Cancer Benefit; or
- (b) 90 days of the accidental death of the Child of the Life Insured for the claim of Child Protection – Death Benefit; or
- (c) 90 days after termination of Treatment for the Disability for which the claim is being made for Child Protection – Hospital Cash Benefit;

unless it is shown to us (to our satisfaction) that it was not reasonably possible to make such a claim, in which case the claim must be made as soon as reasonably possible.

Termination of this Policy will not affect any claim for accidental death benefit if the accidental death resulted from an injury that occurred before the termination of this Policy.

5. Termination

This Benefit will automatically terminate and the premium for this Benefit will cease to be payable:

- (a) if and when this Policy terminates, expires, lapses, is surrendered or converted to reduced paid-up insurance or extended term insurance (whichever the earliest, whenever applicable); or
- (b) on the Policy Anniversary at which the Life Insured's Insurance Age is eighty,

whichever the earliest.