

主要產品風險

居住地變更

若受保人更改其居住地(指某人士在法律上擁有居留權的司法管轄區)，則你必須在下個續保日至少三十 (30) 天前通知我們。我們有權在續保時施加新的附加保費，以反映受保人的居住地變更引致的風險變化 (如有)。

如受保人的新居住地面臨制裁或戰爭 (不論宣戰與否)、內戰、侵略、外敵行動、敵對行動、叛亂、革命、起義、或軍事政變或奪權事故，我們將視乎具體情況考慮，並可全權酌情決定：

- a. 續保時施加新的附加保費，以反映受保人的居住地變更引致的風險變化 (如有) ;或
- b. 決定不續保此計劃，並且發還就不承保日子已繳交的保費，不計利息。

除非另有說明，本計劃對受保人的旅遊、讀書或工作地點並無限制。

「居住地」是指某人士在法律上擁有居留權的司法管轄區。居住地變更包括該人士獲得新增司法管轄區的居留權或停止擁有現有司法管轄區的居留權。上述關於居住地解釋僅適用於本條款及保障。為免存疑，某人士若對該司法管轄區只有法律上的入境許可，而非居留權 (例如留學、工作或旅遊)，該司法管轄區並不可被視為該人士的居住地。

保單的銷售地區及受管轄的地區法律條款

本計劃僅擬在香港銷售。

若你或受保人暫時或永久身在香港境外或受任何其他地方的法律管轄，以致我們合理地相信，透過遵守某一項條款或條件，我們將會違反香港或該地方的法律，則我們有權在我們認為必要的期間不遵守該項條款或條件。

這可能包括拒絕向你提供你所要求的與本計劃有關的某些服務。對於因我們行使本條之下的權利而使你或任何有關人士遭受的損失、賠償、索償、債務或費用，我們將無須負責。

終止保單

本計劃將在以下情況自動終止，以最先者為準 –

- a. 受保人身故;
- b. 在保費到期日後起計的31日後仍未繳交保費；及
- c. 按本計劃支付的賠償總額達到終身保障限額之日。

除非另有說明，否則本計劃的終止不應影響在終止之前產生的任何索償。在本計劃終止後支付或接受任何保費，不應對我們產生任何法律責任，但我們將退還任何該等保費。

產品內容改動

我們保留更改條款及保障之權利。如有任何改動，我們會於續保前30日通知你。

保費調整風險

標準保費率並非保證，並有機會根據我們的索償、續保經驗、開支、醫療費用通脹及任何適用的保障修訂而改動。因此，續保保費可能較現時展示的保費增加或減少。

信貸及償債能力風險

此計劃的賠償會受保泰的信貸風險及償債能力所影響。假如保泰宣佈無力償債，你可能損失保單的保障及任何已繳保費。

通脹風險

由於通脹有機會導致未來的醫療檢測及治療費用增加，即使我們履行合約責任，本計劃的賠償金額仍有可能不足以應付你的需要。因此，在選擇計劃時，你應考慮未來醫療通脹帶來的影響。

在符合相關法例的情況下，本計劃的賠償金額及/或標準保費率都有可能受調整，以反映醫療通脹。

主要不保事項

除恩恤身故保障外，本計劃不會賠償直接或間接、全部或部分因以下任何一項引致的費用：

- a. **純為診斷程序的住院**：純粹為接受診斷程序或專職醫療服務而住院所招致的全部（或部分）費用。惟若按註冊醫生書面建議，該等程序或服務為醫療所需，且以為日症病人提供醫療服務的方式無法有效地進行，因而必須住院，則不屬此項；
- b. **未確診癌症**：投保人在未有確診患有癌症而進行任何形式的治療；
- c. **一般身體檢查**：並非進行與受保癌症有關之一般體格檢查（無論該等檢查結果是否呈陽性）、療養、托護或休養護理；或確診檢查以外，用作預防受保癌症或在沒有病徵或沒有患癌紀錄下進行的癌細胞審查或檢查；
- d. **疫苗**：預防癌症的疫苗；
- e. **非醫療服務**：非醫療服務，包括但不限於探訪者用餐、收音機、電話、影印、稅項、個人物品、醫療報告收費及其他類似項目；
- f. **未經證實的治療**：任何醫療實驗，未經證實或非主流醫療技術、程序、治療，或尚未由接受治療的當地政府、相關機構及 / 或當地認可醫學會批准之新型藥物或幹細胞治療；
- g. **基因測試以鑑定癌症的遺傳性**：用以鑑定癌症的遺傳性的基因測試；
- h. **投保前已有病症或先天性病症**：包括任何受保人十七 (17) 歲前已出現徵狀或病徵或已診斷的先天性之癌症；
- i. **以整容為目的**：以美容或整容為目的的醫療服務；惟重建手術則不屬此項；
- j. **視力矯正**：矯正視力或屈光不正的服務，而該等視力問題可透過驗配眼鏡或隱形眼鏡矯正，包括但不限於眼部屈光治療、角膜激光矯視手術(LASIK)，以及任何相關的檢測、治療程序及服務；
- k. **HIV及愛滋病**：任何與人類免疫缺乏病毒(HIV)及 / 或其任何相關疾病（包括愛滋病及 / 或其任何突變、衍生或變異）並存的癌症（及其併發症）；

- l. **已獲賠償**：費用已獲任何法律，或任何政府、公司或其他第三方提供的醫療或保險計劃賠償的任何傷患治療；
- m. **毒品及非法活動**：因以下任何一項原因產生或導致的癌症（及其併發症）：
 - i. 倚賴或過量服用藥物、酒精、毒品或類似物質（或受其影響）；
 - ii. 參與非法活動；
 - iii. 違法或企圖違法；
 - iv. 性病及經由性接觸傳染的疾病或其後遺症（HIV及其相關的傷病除外）；
- n. **非處方的藥物**：任何並非由註冊醫生處方的麻醉藥、非處方藥物及營養補充品；
- o. **核、生物及化學活動**：核、生物及化學相關活動引致的癌症（及其併發症）。這包括但不限於任何核燃料，或核燃料或核武器燃燒產生的核廢料造成的核裂變、核聚變、電離輻射或放射性污染；或任何核、化學或生物恐怖主義行為，包括但不限於使用核、生物或化學武器或制劑；及
- p. **精神疾病**：精神紊亂、心理或精神疾病、行為問題或人格障礙；惟心理輔導及藥物則不屬此項。

若受保人於保單簽發日起計一年內自殺，不論當時神智正常或失常，我們的責任將僅限於退還已繳交的保費。

上述段落只供參考，有關全部及詳細不保事項，請參閱此計劃之條款及細則的「第3部份：不保事項」部分。

產品限制

實報實銷受保癌症醫療費用賠償

本計劃只賠償於保單生效第90日以後（即等候期之後），因癌症而導致的醫療費用。相關費用必須由受保人所患的癌症直接導致，並與其他原因無關。

合理及慣常的醫療所需治療

我們只會賠償合理及慣常的醫療所需治療所衍生的費用。

「醫療所需」的住院、治療、手術、醫療用品或其他醫療服務須符合下列條件 -

- a. 根據受傷的症狀及發現或診斷及治療判斷為必須、適當及一致；
- b. 符合公認的醫學標準，而非實驗性或調查性質；
- c. 並非為對受保人、保單持有人、註冊醫生或任何其他人士帶來方便而提供；及
- d. 不能省卻，否則會對受保人的健康狀況產生不利影響。

「合理及慣常」是指就醫療服務的收費而言，對情況類似的人士（例如同性別及相近年齡），就類似傷病提供類似治療、服務或物料時，不超過當地相關醫療服務供應者收取的一般收費範圍的水平。合理及慣常的收費水平由本公司合理及絕對真誠地決定，在任何情況下，此收費不得高於實際收費。

本公司將參照以下任何或所有資料（如適用）以釐定合理及慣常收費 -

- a. 由保險或醫學業界進行的治療或服務費用統計及調查；
- b. 公司內部或業界的索償統計；
- c. 政府憲報；及 / 或
- d. 提供治療、服務或物料當地的其他相關參考資料。

KEY PRODUCT RISKS

Change in Place of Residence

You must inform us of any change of Place of Residence (i.e. the jurisdiction(s) in which a person legally has the right of abode) of the Insured Person by giving us at least thirty (30) days' notice prior to the date of the next Renewal. We may apply any new Premium Loading to your policy upon Renewal to reflect any change in risks associated with the change of Place of Residence of the Insured Person.

If the new Place of Residence of the Insured Person is subject to Sanctions or war (declared or undeclared), civil war, invasion, acts of foreign enemies, hostilities, rebellion, revolution, insurrection, or military or usurped power, we will consider the notification on a case-by-case basis, and may

- a. apply any new Premium Loading upon Renewal to reflect any change in risks associated with the change of Place of Residence of the Insured Person; or
- b. decide not to Renew the Plan and refund any premium(s) paid for the period in which no cover will be in place without interest.

Unless otherwise specified, this Plan contains no restrictions with respect to where the Insured Person travels to, studies or works.

"Place of Residence" shall mean the jurisdiction(s) in which a person legally has the right of abode. A change in the Place of Residence shall mean the situation where a person has been granted the right of abode of additional jurisdiction(s), or has ceased to have the right of abode of existing jurisdiction(s). For the avoidance of doubt, a jurisdiction in which a person legally has the right or permission of access only but without the right of abode, such as for the purpose of study, work or vacation, shall not be treated as a Place of Residence.

Location Intended for Sale and Applicable Law

This Plan is intended for sale only in Hong Kong.

If you or the Insured Person is temporarily or permanently outside of Hong Kong or subject to the laws of any other place, we are entitled to not comply with a particular term or condition of this Plan if we reasonably believe that we would breach any laws of Hong Kong or the place of your location by complying with such term or condition.

This might include declining to service some of your requests related to this Plan. We will not be liable for any losses, damages, claims, liabilities or costs you or any other relevant person may suffer from our exercise of our rights under this Section.

Termination

This policy will be terminated on the earliest of the followings –

- a. The death of the Insured Person;
- b. non-payment of premiums after 31 days from the premium due date;
- c. the date the total amount paid for benefits under the policy reaches the Lifetime Benefit Limit.

Termination of this plan shall not affect any claim arising prior to such termination unless otherwise stated. Any premium paid after the termination of this plan shall not create any liability upon us but we will refund any such premium.

Product Features Revision

We reserve the right to revise the terms and benefits upon policy renewal by giving 30 days' advance notice.

Premium Adjustment Risk

Standard premium rates are not guaranteed and are subject to change based on our emerging experience in relation to claims, persistency and expenses, medical cost inflation and any change in the benefit structure. Therefore, renewal premiums may be higher or lower than the premium currently reflected.

Credit and Solvency Risk

The payment of benefits under this plan is subject to Bowtie's credit risk and solvency. In the event of Bowtie's insolvency, you may lose the coverage stipulated in this plan in addition to any premiums you have paid.

Inflation Risk

Due to inflation, the costs of medical diagnoses and treatments may rise and the amount of benefit payable may become insufficient to meet your future medical needs even if our full contractual obligations are met. You are advised to consider the likely impact of future medical cost inflation when choosing a plan.

Where permitted under the relevant regulations, benefit amounts and/or standard premium rates of this plan may be revised by us from time to time to reflect the impact of medical inflation.

EXCLUSIONS

Except for the compassionate death benefit, no payment will be made under the Plan for expenses caused directly or indirectly, wholly or partly by any of the following:

- a. **Confinement solely for diagnostic procedures:** the whole (or part) of the Confinement solely for the purpose of diagnostic procedures or allied health services. The exception is where a Registered Medical Practitioner confirms in writing that such procedure or service is for Medically Necessary investigation and that it cannot be effectively performed in a setting for providing Medical Services to a Day Patient, rendering Confinement necessary;
- b. **Treatment without definite Diagnosis of a Covered Cancer:** any treatment modality undergone without a definitive diagnosis of the presence of Cancer in the Insured Person's body;
- c. **General check-ups:** general check-up (whether with or without any positive findings(s) of Cancer on the Insured Person), convalescence, custodial or rest care not related to a Covered Cancer; screening or check-ups looking for the presence of Covered Cancer on a preventative basis or where there are no symptoms or history of Covered Cancer, except where such screening or check-ups are covered by Diagnostic Tests;
- d. **Vaccines:** vaccines for the prevention of Cancer;
- e. **Non-medical services:** non-medical services, including but not limited to guest meals, radio, telephone, photocopy, taxes, personal items, medical report charges and the like;
- f. **Unproven procedures:** any experimental, unproven or unconventional medical technology/ procedure/ therapy or novel drugs/ medicines/ stem cell therapy not yet approved by the government, relevant authorities and/ or recognized medical association of the country or region where the treatment is sought;
- g. **Tests for genetic predispositions:** genetic tests undertaken to test for a genetic predisposition to Covered Cancer;
- h. **Pre-existing or congenital conditions:** including any congenital Cancer that gave rise to signs or symptoms, or was diagnosed, before the Insured Person attains seventeen (17) years of age;
- i. **Cosmetic purposes:** Medical Services for beautification or cosmetic purposes, except where such Medical Services are covered by Reconstruction Surgery;
- j. **Visual correction:** correcting visual acuity or refractive errors that can be corrected by the fitting of spectacles or contact lens. This includes, but is not limited to, eye refractive therapy, LASIK and any related tests, procedures and services;
- k. **HIV and AIDS:** any Cancer under the presence of human immunodeficiency virus (HIV) and/or any HIV-related illness including AIDS and/or any mutations, derivations or variations thereof;

- l. **Already reimbursed:** treatment of any Disability for which expenses have been reimbursed under any law, medical program, or insurance policy provided by any government, company or other third party;
- m. **Drugs and illegal activities:** Cancers arising from, or consequential upon the dependence, overdose or influence of any of:
 - i. drugs, alcohol, narcotics or similar drugs or agents;
 - ii. illegal activity;
 - iii. violation or attempted violation of the law;
 - iv. venereal and sexually transmitted disease or its sequelae (except for HIV and its related Disability (see (k) above);
- n. **Medications and supplements that were not prescribed:** narcotics or over-the-counter medication and nutrient supplement not prescribed by a Registered Medical Practitioner;
- o. **Nuclear, biological, and chemical activities:** Cancers (and its complications) arising from nuclear, biological and chemical related activities. This includes, but is not limited to, nuclear fission, nuclear fusion, ionizing radiation or contamination by radioactivity from any nuclear fuel, from nuclear waste resulted from combustion of nuclear fuels or nuclear weapons, or any act of nuclear, chemical or biological terrorism, including but not limited to the use of nuclear, biological or chemical weapons and agents; and
- p. **Mental disorders:** mental disorder, psychological or psychiatric conditions, behavioural problems or personality disorder except where such Medical Services are covered by psychological counselling;

If the Insured Person dies by suicide, whether sane or insane, within one (1) year of the Policy Issuance Date, our liability will be limited to premiums paid.

The above paragraphs are for reference only. You should refer to the “Part 3: What is not covered” section in the terms and conditions of this plan for the complete list and details of exclusions.

PRODUCT LIMITATIONS

Medical Expenses on Covered Cancer(s)

This plan only covers the medical expenses incurred on Cancers occurring after the 90-day waiting period after policy issuance. The expenses must be directly from the Covered Cancer of Insured Person and independently of all other causes.

Medically necessary treatment predicated on a reasonable and customary basis

We only cover expenses of medically necessary treatment predicated on a reasonable and customary basis.

“Medically necessary” shall mean in respect of Hospital Confinement, treatment, procedure, supplies or other medical services, which are, in Our opinion –

- a. required for, appropriate and consistent with the symptoms and findings or diagnosis and treatment of the Injury;
- b. in accordance with generally accepted medical practice and not of an experimental or investigative nature;
- c. not for the convenience of the Insured Person, the Policy Holder, the Registered Medical Practitioner or any other person; and
- d. not able to be omitted without adversely affecting the Insured Person’s medical condition.

“Reasonable and customary basis” shall mean, in relation to a charge for Medical Service, such level which does not exceed the general range of charges being charged by the relevant service providers in the locality where the charge is incurred for similar treatment, services or supplies to individuals with similar conditions, e.g. of the same sex and similar Age, for a similar Disability, as reasonably determined by us in utmost good faith. The Reasonable and Customary charges shall not in any event exceed the actual charges incurred.

In determining whether a charge is Reasonable and Customary, we will make reference to any or all of the following (if applicable) -

- a. treatment or service fee statistics and surveys in the insurance or medical industry;
- b. internal or industry claim statistics;
- c. gazette published by the Government; and/or
- d. other pertinent source of reference in the locality where the treatments, services or supplies are provided.