

## Provie Free Cancer Benefit Rider

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## 1 **Definitions**

**Basic Policy** – the Provie Insurance Plan to which this Rider is attached.

**Cancer** – any malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue or any occurrence of histologically confirmed leukemia, lymphoma or sarcoma.

The following cancers or tumours are excluded:

- (i) where the symptoms appear, the condition occurs or the diagnosis relating to the relevant Cancer occurs within the first ninety (90) days from the Policy Date;
- (ii) any loss or claim caused by or resulting from a Pre-Existing Condition;
- (iii) tumours showing the malignant changes of carcinoma in situ (including cervical dysplasia CIN-1, CIN-2 and CIN-3) or which are histologically described as pre-malignant;
- (iv) 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;
- (v) non life-threatening cancers, such as prostate cancers which are histologically described as TNM Classification T1 (a) or T1(b), or are of another equivalent or lesser classification;
- (vi) papillary micro-carcinoma of the thyroid;
- (vii) non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification; and
- (viii) chronic lymphocytic leukaemia less than RAI Stage I or Binet Stage A-I.

**Expiry Date** - the Policy Anniversary immediately preceding the sixty-sixth (66<sup>th</sup>) birthday of the Insured.

**Family Member** – in respect to a person, his/her spouse, children, parents, parents-in-law, brothers or sisters, grandparents, grandchildren, other relatives or legal guardian.

**First Confirmed Diagnosis** – the first time a diagnosis of Cancer is made by a Medical Practitioner and confirmed by histopathological test results. The date of diagnosis of Cancer suffered by the Insured will be the day when tissue specimen, culture, blood specimen or any other laboratory investigation upon which the diagnosis is determined is first taken from the Insured. A diagnosis of Cancer based on history, physical and radiological findings only will not be sufficient to meet the standard of diagnosis under this Rider.

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

**Independent Person** – a person other than:

- (i) the Policy Owner or the Insured;
- (ii) a Family Member of the Policy Owner or the Insured;
- (iii) a business partner of the Policy Owner or the Insured;
- (iv) the employer or employee of the Policy Owner or the Insured;
- (v) an insurance agent of the Company;
- (vi) an insurance representative of the Policy Owner or the insured;

unless approved in advance by the Company in writing.

**Insured** – the person specified as such in the Policy Schedule whose life is insured under the Basic Policy.

**Medical Practitioner** – an Independent Person, acceptable to the Company, who is licensed and registered under the Medical Registration Ordinance of Hong Kong or otherwise with equivalent qualifications and legally authorized to practice western medical and surgical services in accordance with the laws of the location where the Cancer is diagnosed.

**Policy Date** - the date on which coverage under this Rider becomes effective. If this Rider is attached to the Basic Policy at the time the Basic Policy is issued, the Policy Date is the Policy Date as shown in the Policy Schedule.

**Pre-existing Condition** – any condition or illness in respect of an Insured, which, prior to the Policy Date, existed or was existing; or where its direct cause existed or was existing; or where the Insured and/or the Policy Owner was aware or should reasonably have been aware of signs or symptoms of the condition or illness; or where any laboratory test or investigation showed the likely presence of the condition or illness.

## **2    General Provisions**

### **2.1   The Rider**

This Rider and any documents referred to (including the application for this Rider, any medical evidence, written statements and declarations furnished as evidence of insurability) form part of the Basic Policy and are to be read together as if they are the same document. Unless otherwise provided in this Rider, all definitions, terms, conditions and provisions of the Basic Policy will apply to this Rider. In the event of any inconsistency between the terms and conditions and provisions of the Basic Policy and this Rider, this Rider shall prevail.

This Rider is issued in consideration of the application and payment of premiums (if any) as set out in the Policy Schedule.

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

### **2.2   Alterations**

No alterations in the terms and conditions and provisions of this Rider will be valid unless specified in a written Endorsement to this Rider and signed by an officer so authorized by the Company. No agent or other persons have the authority to change or waive any provision of this Rider.

### **2.3   Assignment**

No assignee under the Basic Policy has any right to receive a benefit payable under this Rider.

### **2.4   Incontestability**

The Incontestability provision of the Basic Policy does not apply to this Rider.

### **3    Premiums Provisions**

#### **3.1   Premiums**

The Policy Schedule will specify whether the premium(s) payable under the Basic Policy will be One-off Premium or Regular Premium. No separate premium is payable for this Rider.

## **4    Account Value Provisions**

### **4.1   Account Value**

The determination of the Account Value for the purposes of this Rider is calculated pursuant to clause 4 of the Basic Policy.

## **5 Benefit Provisions**

### **5.1 Cancer Benefit**

While the Basic Policy and this Rider is in force, if the Insured is diagnosed as suffering from Cancer and has survived the First Confirmed Diagnosis of Cancer for more than fourteen (14) days, the Company will pay to the Policy Owner a single payment of an amount equivalent to the lesser of:

- (i) fifty percent (50%) of the Account Value calculated as at the date of the First Confirmed Diagnosis of Cancer; or
- (ii) HK\$2,000,000/US\$250,000 per life under all Policies of this plan.

For the purposes of calculating this benefit, the Account Value will also include the amount of crediting interest not yet added to the Account Value which was accrued between the Policy Anniversary immediately before the First Confirmed Diagnosis of Cancer and the date of the First Confirmed Diagnosis of Cancer.

Upon the payment of this Cancer Benefit, this Rider will terminate but the Basic Policy will remain valid. For the avoidance of doubt, this Cancer Benefit is only payable once during the lifetime of the Insured regardless of the number of occurrences of Cancer or recurrence of Cancer.

No Cancer Benefit will be paid for the following:

- (i) any loss or claim directly or indirectly caused by or resulting from Human Immunodeficiency Virus (HIV) related illness, including Acquired Immunization Deficiency Syndrome (AIDS) and/or any mutations, derivations or variations, which is derived from an HIV infection;
- (ii) any condition arising out of the consumption of poisoning drugs, psychiatric drugs, drug abuse, alcohol abuse, abuse of solvents, and other substances unless prescribed by a Medical Practitioner for treatment.

### **5.2 No interest on Benefits**

The benefit payable under this Rider does not carry any interest.

## **6    Termination Provisions**

This Rider will terminate on the earliest of the following:

1.    The death of Insured.
2.    The payment of the Cancer Benefit under this Rider.
3.    The Expiry Date of the Rider.
4.    The date the Basic Policy is surrendered. Such date is determined in accordance with the Company's applicable rules and regulations in relation to Policy surrender.
5.    The date the Basic Policy is otherwise terminated.
6.    When the Account Value is less than zero.



## **7 Rider Settlement Provisions**

### **7.1 Notice of Claim**

Written notice of a claim under this Rider must be given to the Company within thirty (30) days (and in any case no later than six (6) months) from the date of the First Confirmed Diagnosis. Any claim made after the six (6) month period may not be accepted, unless the Company in its sole discretion decides otherwise.

### **7.2 Proof of Occurrence**

Proof of occurrence of the Cancer must be supported by:

- (i) A Medical Practitioner;
- (ii) Confirmatory investigations including but not limited to clinical, radiological, histological and laboratory evidence.

The Company must be satisfied with the proof of occurrence of the Cancer. The Company reserves the right to require the Insured to undergo an examination or other reasonable tests to confirm the occurrence of the Cancer.

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

The Insured shall, at the Company's request and expense, submit to a medical examination by a designated Medical Practitioner in Hong Kong, when and so often as the Company may reasonably require.

### **7.3 Abandoned Claims**

If the Company declines any claim under this Policy and the Policy Owner does not initiate any legal action in respect of such claim within twelve (12) calendar months from the date of such decline, the claim for all purposes shall be deemed abandoned and shall not thereafter be recoverable.

### **7.4 General Policy Settlement**

Payment by the Company of the benefit under this Rider is subject to the terms of the Basic Policy and this Rider, and the following requirements being met to the satisfaction of the Company:

- (i) Production of the original of the Basic Policy and this Rider;
- (ii) Production of evidence of the legal entitlement of the person or persons claiming payment;
- (iii) Production of evidence of the First Confirmed Diagnosis of the Cancer for which the benefit is payable;
- (iv) Production of evidence of the date of birth of the Insured;
- (v) Production of all necessary medical records, certificates and completion of all relevant forms required by the Company; and
- (vi) The Company reserves the right to call for any other document(s).

The receipt of the Rider proceeds by the payee will constitute full and final discharge of all the Company's obligations under this Policy and will be conclusive evidence that all claims under this Policy have been duly satisfied.