

Policy Provisions - ZA Heart Attack & Stroke Protection

Terms and Conditions of this Policy are as follows:

<p>1. General Terms</p>	<p>1.1 Entire Contract</p> <p>The entire contract between you (the Policy Holder) and us (ZA Life Limited) is constituted by this Policy, your Application for this Policy, any medical evidence received by us in respect of the Insured Person and any written statements and answers given to us as evidence of insurability.</p> <p>1.2 Amendments</p> <p>We may amend or reject this Policy without your agreement if there is incorrect or incomplete information (including but not limited to age, gender, smoking status and health related information of the Insured Person) in the Application or in any statement, representation or document given to us including any subsequent application or claim requested by you, which we consider as material to our assessment of the risk of insuring the Insured Person, or to approve your subsequent request. Any amendments will be stated in an Endorsement attached to this Policy.</p> <p>Where we, based on the correct information of the Insured Person and our underwriting guidelines, consider that this Policy should have been rejected, we shall have the right to declare this Policy void as from the Policy Effective Date.</p> <p>1.3 Ownership</p> <p>You have all rights of ownership in this Policy while it is in force. You may change the ownership of this Policy by giving us a written notice or in other forms acceptable by us. A change of ownership shall be effective only if it is accepted, recorded and confirmed by us.</p> <p>1.4 Rights of Third Parties</p> <p>No person other than you and us will have the rights to enforce the terms of this Policy.</p> <p>1.5 Cooling-off</p> <p>You may exercise the right of cancellation with full refund of paid</p>
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	<p>premium and levy within thirty (30) days after you receive this contract and the Policy Schedule. The cancellation right is not applicable at Renewal.</p> <p>1.6 Incontestability</p> <p>Except for the case under provision 1.2, we will not contest this Policy during the lifetime of the Insured Person after it has been in force for two (2) years from the Policy Effective Date, or the effective date of last reinstatement pursuant to provision 4.3, whichever is later.</p> <p>1.7 Applicable Law</p> <p>This Policy is issued in Hong Kong and shall be governed by and construed in accordance with the laws of Hong Kong. The Company and Policy Holder agree to be subject to the exclusive jurisdiction of the Hong Kong courts.</p> <p>If this Policy is or becomes illegal under the law applicable to you or the Insured Person, we shall have the right to terminate this Policy from the date it becomes illegal.</p>
<p>2. Your Coverage</p>	<p>2.1 Beneficiary</p> <p>The beneficiary(ies) is/are deemed to be beneficially entitled to the Death Benefit of this Policy at the time of the death of the Insured Person.</p> <p>While this Policy is in force, you may change the beneficiary(ies) by giving us request in written notice or in other forms acceptable by us. A change of beneficiary shall be effective only if it is accepted, recorded and confirmed by us.</p> <p>2.2 Compassionate Death Benefit</p> <p>If the Insured Person dies while this Policy is in force, we will pay an amount equal to HK\$5,000, less any outstanding premiums, to the beneficiary(ies) under provision 2.1, or if none have been designated, to you or your estate.</p> <p>Any amount payable on the death of the Insured Person will be paid after we have received written proof of claim satisfactory to us. Proof of claim shall include:</p> <p>(i) evidence of the death of the Insured Person and the cause of death;</p>

- (ii) evidence of the right of the claimant to be paid; and
- (iii) any other information which we may reasonably require to establish the validity of the claim.

2.3 Heart Attack Benefit

If the Insured Person is diagnosed by a Registered Medical Practitioner as suffering from Heart Attack (subject to the excluded cases in Definitions) while this Policy is in force, we will pay the latest Sum Insured stated in the Policy Schedule or Endorsement, less any indebtedness, to you.

Upon the payment of the Heart Attack Benefit, this Policy will be automatically terminated and the Company's liability under this Policy shall be discharged.

2.4 Stroke Benefit

If the Insured Person is diagnosed by a Registered Medical Practitioner as suffering from Stroke (subject to the excluded cases in Definitions) while this Policy is in force, we will pay the latest Sum Insured stated in the Policy Schedule or Endorsement, less any indebtedness, to you.

Upon the payment of the Stroke Benefit, this Policy will be automatically terminated and the Company's liability under this Policy shall be discharged.

2.5 Notice and Proof of Claims

A claim must be submitted within ninety (90) days after the diagnosis of Heart Attack or Stroke while this Policy is in force. We will not be liable to pay any benefit under this Policy if the claim is not submitted within the above timeframe, unless it is shown that it was not reasonably practicable to submit the claim and the claim was made as soon as it was reasonably practicable.

Proof of Heart Attack or Stroke must be submitted in the form of medical report from a Registered Medical Practitioner as agreed by us and confirmatory result from medical investigations acceptable by us including but not limited to clinical, histological, laboratory and radiological evidence. If the Insured Person is diagnosed as suffering from Heart Attack or Stroke by a Registered Medical Practitioner in the Mainland China, the medical evidence must be provided by a Designated Mainland China Hospital.

We reserve the right to require any additional proof and request the

	<p>Insured Person to undergo medical examination at your own cost.</p> <p>Either Heart Attack Benefit or Stroke Benefit is payable once under this Policy. For the avoidance of doubt, if the Insured Person suffers from both Heart Attack and Stroke, only one claim can be made under this Policy.</p>
3. Change Sum Insured	<p>3.1 Decrease Sum Insured</p> <p>While this Policy is in force, you may decrease the Sum Insured by giving us written notice or in other forms acceptable by us. The change will take effect on the effective date as specified in the Endorsement.</p> <p>The premium of this Policy will be adjusted based on the new Sum Insured.</p>
4. Your Premiums	<p>4.1 Payment of Premiums</p> <p>The amount of premium payable is specified in the Policy Schedule and/or the notification of Renewal. The premium, whether paid for a Policy Year or by instalment as agreed by the Company, shall be paid in advance when due before any benefits shall be paid. Premium once paid shall not be refundable, unless otherwise specified in this Policy.</p> <p>Premiums shall be payable in the frequency as shown in the Policy Schedule or any subsequent Endorsement.</p> <p>4.2 Grace Period</p> <p>We allow a grace period of thirty (30) days from the due dates for each premium payment.</p> <p>If a premium is not paid by the end of the grace period, this Policy will immediately lapse with effect as at the due date of first unpaid premium. If a claim is made during the grace period, any unpaid premiums will be deducted from the benefit payable pursuant to the entirety of provision 2.</p> <p>4.3 Reinstatement</p> <p>If this Policy has lapsed due to non-payment of premiums, you may apply to reinstate this Policy within one (1) year from the date of lapse if the Insured Person is living. To reinstate this Policy, you are required:</p>

	<ul style="list-style-type: none"> (i) to submit the request in written notice or in other forms acceptable by us; (ii) to provide evidence of insurability of the Insured Person satisfactory to us, which shall be produced at your expense; and (iii) to pay all overdue premiums. <p>It will be at our sole discretion whether to accept any application for reinstatement.</p> <p>4.4 Premium Adjustment</p> <p>The premium is guaranteed level throughout each Premium Payment Term specified in the Policy Schedule.</p> <p>The Policy will be automatically renewed at the end of each Benefit Term. Upon Renewal, the premium will be adjusted in accordance with the Company’s prevailing rate table applicable to this class of policy and the attained age of the Insured Person at the time of Renewal.</p>
<p>5. Not Covered in Your Policy</p>	<p>5.1 Suicide</p> <p>If the Insured Person dies by suicide, whether sane or insane, within one (1) year of the Policy Effective Date or from the effective date of last reinstatement, our liability will be limited to refund of total premiums and levies paid, less any indebtedness, since the Policy Effective Date or the effective date of last reinstatement, whichever is later.</p> <p>5.2 Exclusions</p> <p>No benefit is payable under this Policy for Heart Attack or Stroke resulting directly or indirectly from, or caused or contributed by, in whole or in part, or in the presence of any of the following:</p> <ul style="list-style-type: none"> a) Any Pre-existing Condition from which the Insured Person was suffering prior to the Policy Effective Date or the effective date of last reinstatement, whichever is the later; b) Any Heart Attack or Stroke of which the signs or symptoms first occurred or diagnosed prior to the Policy Effective Date or the effective date of last reinstatement, whichever is the later, or within the first sixty (60) days following the Policy Effective Date or the effective date of last reinstatement, whichever is the later; or c) Intoxication by drugs not prescribed by a Registered Medical

	<p>Practitioner or abuse of alcohol.</p> <p>No benefit is payable under this Policy for activities or Diseases or illnesses excluded for the benefit shown on the Endorsement (where applicable) which forms part of this Policy.</p>
<p>6. Termination</p>	<p>6.1 Termination of Policy</p> <p>This Policy will be terminated on the occurrence of any of the following:</p> <ul style="list-style-type: none"> (i) the Death Benefit under provision 2.2 is paid; (ii) the Heart Attack Benefit under provision 2.3 is paid; (iii) the Stroke Benefit under provision 2.4 is paid; (iv) the lapse of this Policy pursuant to provision 4.2; (v) this Policy is cancelled or becomes void; (vi) this Policy is surrendered by you pursuant to provision 6.2; or (vii) the anniversary date following the 85th birthday of the Insured Person. <p>We will not accept any claims after the effective date of termination.</p> <p>6.2 Termination by Policy Holder</p> <p>After the cooling-off period pursuant to provision 1.5, you may request to surrender this Policy in written notice or in other forms acceptable by us. The Policy will be terminated upon surrender.</p>

Definition

In this Policy, ZA Life Limited is referred to as “the Company”, “we”, “our” or “us” and the Policy Holder is referred to as “you” or “your”.

Words	Meaning
“Accident”	shall mean a sudden and unforeseen event occurring entirely beyond the control of the Insured Person and caused by violent, external and visible means.
“Application”	shall mean the application submitted to the Company in respect of this Policy, including the application form, questionnaires, evidence of insurability, any documents or information submitted and any statements and declarations made in relation to such application.
“Benefit Term”	shall mean a period as specified as “Benefit Term” in the Policy Schedule during which the policy is in force.
“Designated Mainland China Hospital”	shall mean 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.
“Endorsement”	shall mean any document attached to this Policy which amends the existing terms of this Policy.
“Heart Attack”	<p>shall mean the death of a portion of the heart muscle (myocardium) as a result of inadequate blood supply, where all of the following criteria are met:</p> <ul style="list-style-type: none"> (a) A history of typical chest pain; (b) New characteristic ECG changes indicating acute myocardial infarction at the time of the relevant cardiac incident; and (c) Either <ul style="list-style-type: none"> (i) elevation of cardiac enzymes (CPK-MB) at levels above the generally accepted laboratory levels of normal, or (ii) troponins recorded at a level of Troponin I >0.5ng/ml or higher, or at a level of Troponin T >1.0ng/ml or higher. <p>Angina is specifically excluded.</p>
“Hong Kong”	shall mean the Hong Kong Special Administrative Region of the People’s Republic of China.

“Injury”	shall mean any bodily damage (with or without a visible wound) solely caused by an Accident independent of any other causes.
“Insured Person”	shall mean any person who is insured under this Policy and named as the “Insured Person” in the Policy Schedule.
“Policy”	shall mean this “ZA Heart Attack & Stroke Protection” policy underwritten and issued by the Company, which is the entire contract between the Policy Holder and the Company including but not limited to these Terms and Conditions, Application, declarations, Policy Schedule and any riders, Endorsements, supplements, schedules or attachments attached to this Policy, if applicable.
“Policy Anniversary”	shall mean each anniversary of the Policy Effective Date.
“Policy Effective Date”	shall mean the commencement date of this Policy which is specified as “Policy Effective Date” in the Policy Schedule.
“Policy Holder”	shall mean the person who owns this Policy and is named as the “Policy Holder” in the Policy Schedule or subsequent Endorsement to this Policy.
“Policy Schedule”	shall mean a schedule attached to these Terms and Conditions, which sets out the Policy Effective Date, Renewal Date, the name and the relevant particulars of the Policy Holder and the Insured Person, the eligible benefits, premium and other relevant details.
“Policy Year”	shall mean the twelve-month period from the Policy Effective Date and each twelve-month period from each Policy Anniversary.
“Pre-existing Condition”	shall mean, in respect of the Insured Person, any Sickness, Disease, Injury, physical, mental or medical condition or physiological degradation, including congenital condition, that has existed prior to the Policy Effective Date or the effective date of last reinstatement, whichever is the later. An ordinary prudent person shall be reasonably aware of a Pre-existing Condition, where – (a) it has been diagnosed; or (b) it has manifested clear and distinct signs or symptoms; or (c) medical advice or treatment has been sought, recommended or received.
“Premium Payment Term”	shall mean a period as specified as “Premium Payment Term” in the Policy Schedule during which premium shall be paid.
“Registered Medical Practitioner”	shall mean a medical practitioner of western medicine, (a) who is duly qualified and is registered with the Medical Council of Hong Kong pursuant to the Medical Registration Ordinance (Cap. 161 of the Laws of Hong Kong) or a body of equivalent standing in

	<p>jurisdictions outside Hong Kong (as reasonably determined by the Company in good faith); and</p> <p>(b) legally authorised for rendering relevant medical or surgical service in Hong Kong or the relevant jurisdiction outside Hong Kong where the treatment is provided to the Insured Person,</p> <p>but in no circumstance shall include the following persons - the Insured Person, the Policy Holder, or an insurance intermediary, employer, employee, immediate family member or business partner of the Policy Holder and/or Insured Person (unless approved in advance by the Company in writing). If the practitioner is not duly qualified and registered under the laws of Hong Kong or a body of equivalent standing in jurisdictions outside Hong Kong (as reasonably determined by the Company in good faith), the Company shall exercise reasonable judgment to determine whether such practitioner shall nonetheless be considered qualified and registered.</p>
“Renewal”	shall mean renewal of this contract in accordance with their terms without any discontinuance.
“Sickness” or “Disease”	shall mean a physical, mental or medical condition arising from a pathological deviation from the normal healthy state, including but not limited to the circumstances where signs and symptoms occurs to the Insured Person and whether or not any diagnosis is confirmed.
“Stroke”	<p>shall mean any cerebrovascular Accident or incident producing neurological functional impairment, with objective neurological abnormal signs on physical examination, lasting at least four (4) weeks. Infarction of brain tissue, haemorrhage and embolism from an extra-cranial source are included. The diagnosis of Stroke must be based on changes seen in a CT scan or MRI and such functional impairment must be confirmed by a Registered Medical Practitioner who is a neurologist.</p> <p>The following are excluded:</p> <p>(a) Cerebral symptoms due to transient ischaemic attacks;</p> <p>(b) Cerebral symptoms due to migraine; and</p> <p>(c) Vascular Disease affecting the eye or optic nerve or vestibular functions.</p>
“Sum Insured”	shall mean the amount at any time specified as such under the Policy Schedule or in any Endorsement for any accepted subsequent changes.