



**Self-Financed Drugs for Treatment of Cancer Disease in Hong Kong Government Hospitals Insurance Plan**

**Policy Schedule**

Policy Number

The Company

United Builders Insurance Company Limited  
Address: 14<sup>th</sup> Floor, PICO Tower, 66 Gloucester Road, Hong Kong

The Policyholder

Name  
Age (based on last birthday)  
Address

First Insurance Date

Period of Insurance (both dates inclusive at 00:00 hours)

From:  
To:

Limit of Indemnity

HK\$500,000  
Subjectivities:  
a) 1<sup>st</sup> Policy of The Plan: in aggregate for all costs of Self-Financed Drugs for Treatment during the Period of Insurance  
b) Subsequent continuous and uninterrupted renewals: in aggregate for the reducing balance of Limit of Indemnity after payment, if any, in prior policy year(s)

Chinese Medicine Extension

Nil or  
HK\$50,000

Annual Premium  
IA Levy (0.1%)

HK\$  
HK\$  
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HK\$

Proposal Form

See attachment. Proposal Form is the basis of contract between the Policyholder and the Company

This Insurance Policy is issued in Hong Kong on the date of signing.

For and on behalf of  
United Builders Insurance Company Limited

\_\_\_\_\_  
Digital Signature

Date of Signing:



## **Self-Financed Drugs for Treatment of Cancer Disease in Hong Kong Government Hospitals Insurance Plan**

Whereas the Policyholder named in the Policy Schedule has made to United Builders Insurance Company Limited (hereinafter called “the Company”) a written proposal which is to be considered as basis of contract between both parties for Self-Financed Drugs for Treatment of Cancer Disease in Hong Kong Government Hospitals Insurance Plan (hereinafter called “the Plan”). The Company has agreed to provide the Plan to the Policyholder, subject to terms, warranties, conditions and exclusions contained in this Policy and the Policyholder has paid the Premium stated in the Policy Schedule.

### **Insuring Clauses**

The Company will indemnify or pay on behalf of the Policyholder to the Hospital Authority of Hong Kong against:

1. the costs of Self-Financed Drugs for Treatment of Cancer Disease after the First Insurance Date as stated in the Policy Schedule:
  - a. as recommended and carried out by in-house medical doctor(s) in any Prescribed Hospital; and
  - b. the Demand Note for Self-Financed Drugs is –
    - i. presented by the Policyholder to the Company during the Period of Insurance; and
    - ii. issued by any Prescribed Hospital; and
    - iii. being charged as a patient under “Public Charges – Eligible Persons” as defined under Gazette 2107 of 2020 of the Ordinance; and
2. the costs of Self-Financed Drugs that the Policyholder must be administered in a Prescribed Hospital or at home as recommended by the attending in-house medical doctor in any Prescribed Hospital.

Provided always that:

- a. The particular type of Cancer Disease is first time made known or diagnosed to the Policyholder ninety (90) days after the First Insurance Date; and
- b. The Policyholder gives notice of Cancer Disease in writing to the Company during the Period of Insurance. If the Policyholder has maintained continuous uninterrupted insurance on the Plan since First Insurance Date, notice of particular type of Cancer Disease in writing to the Company in prior policy years 90 days after First Insurance Date are deemed to be made during the Period of Insurance.

### **Limit of Liability**

The liability of the Company shall not exceed in the aggregate for all costs of Self-Financed Drugs the sum stated as the Limit of Indemnity in the Policy Schedule.

In the event that there is a misstatement on answers to the proposal for this insurance resulting in “Total premium charged” being less than “Total Premium should have been charged”, the Limit of Liability and the claim for costs of Self-Financed Drugs for Treatment for Cancer Disease under Insuring Clause hereinabove shall be reduced proportionally by the ratio of “Total Premium charged” to “Total Premium should have been charged” to the Policyholder.

### **Definitions**

“Cancer Disease” means malignant tumor characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue. This includes all types of cancers, such as leukemia (commonly known as blood cancer) The cancer should be confirmed by histological evidence of malignancy on a pathology report.

“Demand Note” means payment request for the costs of Self-Financed Drugs as presented to the Policyholder by the Hospital Authority of Hong Kong.



“Diagnosed” means the date that the first biological specimens or any other information used to conduct a test are taken from the Policyholder and the Cancer Disease diagnosis subsequently made by an in-house medical doctor in any Prescribed Hospital and is confirmed by histopathological evidence of malignancy on a pathology report.

“First Insurance Date” means the date specified in Policy Schedule which shall be the first date the Policyholder has maintained continuous and uninterrupted insurance on the Plan with the Company.

“Self-Financed Drugs” means drugs that are in the self-financed category of the Hospital Authority drug formulary but exclude any drugs that are not related to the Treatment of Cancer.

“First Date of Insurance” means the date specified in Policy Schedule which shall be the first date the Policyholder has maintained uninterrupted insurance on the Plan with the Company.

“Hong Kong” means the Hong Kong Special Administrative Region.

“Non-Smoker” means the Policyholder does not smoke any cigarette, electronic cigarette, or tobacco products in the past 5 years when he/she makes the insurance proposal for this insurance.

“Ordinance” means Hospital Authority Ordinance (Cap 113) of Hong Kong.

“Period of Insurance” means the period from the inception of this Policy until its termination as set forth in the Policy Schedule.

“Prescribed Hospital” means hospital prescribed under Schedule 1 and 2 of the Ordinance.

“Smoker” means the Policyholder smokes cigarette, electronic cigarette, or tobacco products in the past 5 years when he/she makes the insurance proposal for this insurance.

“Symptoms” means the first time that the Policyholder experienced symptoms that would cause a reasonable and prudent person to seek medical advice, diagnosis or treatment, or where a medical examination or treatment will show the likely presence of a medical condition.

“Treatment” means Cytotoxic Chemotherapy, Cancer Hormone Therapy, Cancer Immunotherapy, Targeted Cancer Therapy and Cancer Gene Therapy carried out at any Prescribed Hospital but it does not include any other Supportive Therapy.

### **Exclusions**

The Company will not be liable under the Policy to make any payment for the costs of drugs under the following circumstances:

1. when the Cancer Disease being Diagnosed within ninety (90) days from the First Date of Insurance.
2. when the Policyholder has Diagnosed as suffering from any Cancer Disease or Symptoms (even if the Policyholder has not consulted a Medical Doctor) prior to the First Insurance Date.
3. when the Policyholder who is Diagnosed as Human Immunodeficiency Virus (HIV) positive or any HIV related illness at time of giving notice of Cancer Disease to the Company.
4. when the Drugs are used as preventive measures for Cancer Disease.

### **Conditions for Eligibility**

The Policyholder to be covered under this Policy must be a person who:

- a) is a permanent legal resident in the Hong Kong; and



- b) holds a Hong Kong Identity Card; and
- c) for new Policyholder, is between fifteen (15) years of age to fifty-five (55) years of age on the inception date of the first policy renew up 85 years of age (based on the last birthday of Policyholder).

### **General Conditions**

This Policy and the Policy Schedule shall be read together as one contract and any words or expressions to which a specific meaning has been attached in any part of this Policy or of the Policy Schedule shall bear such specific meaning whenever it may appear.

1. Reporting and Notice
  - a) The Policyholder will during the Period of Insurance, give to the Company written notice as soon as reasonably possible, and no more than three (3) months of the Policyholder Diagnosed of any Cancer Disease.
  - b) Notice hereunder will be given to the Company at its address shown on the Schedule.
2. Proof of Loss  
The Policyholder will provide documents for Proof of Loss within ninety (90) days from the date we first requested.
3. Limit of Liability  
The liability of the Company shall not exceed in the aggregate for all costs of Self-Financed Drugs the sum stated as the Limit of Indemnity in the Policy Schedule.
4. Policy Schedule  
The Policy Schedule is deemed part of this contract.
5. Other Insurance  
The Company will not pay any claim under this Policy if any cost of Self-Financed Drugs is insured by or would, but for the existence of this Policy, be insured by any other existing policy or policies held by the Policyholder covering the costs of Self-Financed Drugs except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this policy not been effected.
6. Cancellation
  - (a) The Company cannot cancel this contract unless the Policyholder has not paid the Premium stated in the Policy Schedule.
  - (b) The Policyholder can cancel this contract at any time by giving thirty (30) days' advance written notice to the Company; provided that no claim has been made or unpaid claim(s) is / are deemed withdrawn by the Policyholder under this contract. Calculation of return Premium will be based on pro-rata unexpired Premium after deducting 10% of annual Premium for administrative costs of the Company.
7. Sanctions Limitation Exclusion  
The Company will not pay any claim under this Policy if doing so would expose the Company to a breach of international economic sanctions under laws of Hong Kong.
8. Renewal Premium  
The Company reserves the right to amend premium rates, terms and conditions upon Policy renewal.
9. Applicable Law  
The Policy and all rights obligations and liabilities arising hereunder shall be construed determined and enforced in accordance with the laws of the Hong Kong and the courts of the Hong Kong shall have exclusive jurisdiction hereto.
10. Legal Proceedings  
No action at law or in equity shall be brought to recover on this Policy prior to expiration of sixty (60) days after written Proof of Loss has been furnished in accordance with the requirement of this policy.
11. Alternations  
No alternation to this policy or any document forming part thereof shall be valid unless authorized by the Company and such approved is endorsed thereon.
12. Third Party Rights  
Any person or entity that is not a party to this policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623) of the laws of Hong Kong to enforce any terms of this policy.



13. Unless the context otherwise requires: words importing the singular include the plural and vice versa; words importing person include bodies corporate or unincorporated and vice versa; words importing gender include every gender and the neuter gender.

End of Policy Wording

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