WELL SAVE 3-YEAR ENDOWMENT PRO 2 喜盈於「息」三年儲蓄守護保 2

I. General Provisions 一般條款

釋義

Unless the context otherwise requires, the definitions in this section apply to the following words and phrases whenever they are shown on this Policy.

除非文義另有所指,否則本部份所載定義適用於本保單中出 現的下列字詞。

Accident means an unforeseen and unexpected event of

violent, accidental, external and visible nature which occurs while this Policy is in force and which shall, independent of any other cause, be the sole and direct cause of bodily injury.

意外事件 指於本保單有效期間發生無法預見和意料 之外的暴力、偶發、外在及可見事件,並 在不牽涉任何其他因素下, 構成身體受傷 的唯一和直接原因。

Accidental Death

Benefit

means the benefit payable pursuant to Clause 2.2 under the Benefits Provisions.

意外身故賠償 指根據保障條款內第 2.2 條應付的利益。

Accidental Total and Permanent **Disability Benefit** means the benefit payable pursuant to Clause 2.3 under the Benefits Provisions.

意外完全及永 指根據保障條款內第 2.3 條應付的利益。 久傷殘賠償

means age of the Life Insured on last birthday. Aae

Annuity Period means a period of five (5) years starting from the Maturity Date of this Policy if annuity settlement

option is elected under Clause 2.8.

指如根據保障條款內第 2.8 條選取年金方 年金期 式支付選項, 從本保單期滿日開始起計的

指受保人的足歲數。

五(5)年。

Application means the life insurance application form, any

declarations, medical evidence forms, questionnaires and any other statements made, by or on behalf of the Life Insured and/or the

Policyowner.

士代表其作出的人壽保險投保書、任何聲

明、體格檢驗證明、問卷及其他之陳

指由受保人本人及/或保單權益人或其他人

述。

年齢

投保書

基本計劃

Basic Plan means the basic plan specified as such in the

Policy Schedule.

means a person or persons (if any) designated by the Policyowner to receive the Proceeds upon

death of the Life Insured.

受益人 指保單權益人指定在受保人身故後領取保 險金的一名或多於一名的人士(如有)。

Benefit Term means the period specified in the Policy Schedule during which the benefits under the

Benefits Provisions are payable.

保障年期 指於承保表指明的保障年期, 而在該期間

指於承保表指明的基本計劃。

內按保障條款該付予利益保障。

Company, we, us

or our

Beneficiary

means Well Link Life Insurance Company

Limited.

本公司、我們 指立橋人壽保險有限公司。 或我們的

Death Benefit

means the benefit payable pursuant to Clause

2.1 under the Benefits Provisions.

身故賠償 指根據保障條款內第 2.1 條應付的利益。

Diagnosis, Diagnosed means identification and determination of the medical condition by a Physician supported by confirmatory investigations including, but not limited to, clinical, radiological, histological and laboratory evidence. Such evidence shall be acceptable to the Company and shall refer to the definition of a particular Critical Illness as set out in this Policy.

診斷、被診斷 指醫生對病況作出的鑑定及測定, 並以決 定性的檢查結果證明,其中包括但不限於 臨床、放射、組織及化驗的證據。該證據 須為本公司接受及參考本保單列出的某一 嚴重疾病的定義。

若就診斷合適性或正確性發生爭論或意見 分歧時, 本公司有權在該醫學界選擇一位 獨立的公認專家對受保人或達致此診斷的 證據作出審查。該專家對診斷的意見將對 保單權益人、受保人及本公司具約束力。

In the event of disputes or disagreement regarding the appropriateness or correctness of the Diagnosis, the Company shall have the right to call for an examination, of either the Life Insured or of the evidence used in arriving at such Diagnosis, by an independent

acknowledged expert in the field of medicine concerned selected by the Company and the opinion of such expert as to such Diagnosis shall be binding on the Policyowner, the Life Insured

and the Company.

儲蓄保障計劃

系列

儲蓄保障計劃系列包括所有於此系列下簽 發或不時將會簽發的儲蓄保障計劃, 現行 於此儲蓄保障計劃系列下的計劃名單由本 公司提供並上載於本公司網站。本公司保

Endowment Plan Series

Endowment plan series include any endowment plans that are or will be issued under this series from time to time. The prevailing list of the endowment plans issued under this series is maintained by the Company and uploaded onto

the website of the Company. The Company reserves the right to revise and update the list from time to time, with immediate effect without any prior notice.

生效而不作任何事先通知。

Guaranteed Cash Value

means the guaranteed cash value of this Policy determined according to the Table of Guaranteed Cash Values and based on the assumption that this Policy has been in force.

保證現金價值

指根據保證現金價值表並假設本保單一直 生效而釐定的本保單可支取保證現金價

留權利不時修訂或更新有關名單, 並即時

Hong Kong

means the Hong Kong Special Administrative Region.

香港 指香港特別行政區。

Indebtedness

means all unpaid loans on this Policy, including any interest due and accrued.

欠款 指在本保單中所有未償還的貸款,包括任

何到期及累計的利息。

Injury means bodily injury sustained by the Life Insured where there is evidence of a visible contusion or wound on the exterior of the body, or of internal

contusion, wound or injury, or a combination of these injuries, whilst this Policy is in force and which is solely caused by an Accident independent of any other cause.

指受保人於本保單有效期間, 因唯一和獨 立於任何其他因素的意外事件而導致身體 受傷, 而證據表明其身體表面有明顯的挫 傷或傷口,或內部挫傷、傷口或受傷,或 包含上述這些受傷。

Life Insured

means the person as named in the Policy Schedule whose life is insured by the Company under this Policy.

受保人 指其姓名列明於承保表內, 及由本公司按

本保單承保其保險的人士。

Maturity Date

means the date as shown in the Policy Schedule when this Policy will mature.

期滿日

受傷

指註明於承保表內本保單將期滿的日期。

Non-forfeiture Value

Physician

means at any relevant time, the amount equals to the sum of the Guaranteed Cash Value less any Indebtedness.

不能作廢價值

指在任何有關時間, 相等於保證現金價值 減去所有欠款後的金額。

marriage.

means any registered medical practitioner duly qualified and registered and legally authorized in the geographical area of his practice to render western medical or surgical services but excludes a Physician who is the Policyowner / Life Insured, the spouse of the Policyowner / Life Insured or any other person related to the Policyowner / Life Insured whether by blood or

醫生

指任何具有正式資格、已正式註冊並且在 法律上獲准在其執業地方提供西醫內科或 外科醫療服務的醫生, 但如果該醫生為保 單權益人/受保人,或是保單權益人/受保 人的配偶,或是透過血緣或婚姻關係而與 保單權益人/受保人有關的任何其他人, 該醫生則不包括在本定義之內。

This Policy

means the policy documents, the Application (if any), the Policy Schedule, any schedules or endorsement(s) attached to the policy document as issued by the Company from time to time and duly signed by the authorized signatories.

本保單

指保單文件、投保書(如有)、承保表及 不時由本公司發出並由本公司的授權簽字 人正式簽署的、隨附於保單文件的任何附 表及/或加簽批註。

Policyowner, you or your

means the person (or an entity if not a natural person) named in the Policy Schedule who can exercise all rights, privileges and options under this Policy.

保單權益人、 您或您的

指承保表內指定的可行使本保單之下所有 權利、特權及選擇權的人(或並非自然人

Policy Anniversary means the same day and month as the Policy Date in each succeeding year after the Policy Date while this Policy remains in force or during Annuity Period. If the Policy Anniversary falls on the 29th of February in a leap year, the Policy Anniversary in a non-leap year shall be 28th February.

保單週年日

指在本保單有效期或年金期內, 往後每年 與保單日期同月同日的日期。如果保單週 年日在閏年時為二月二十九日, 在非閏年 的保單週年日則為二月二十八日。

Policy Date

means the date specified as such in the Policy Schedule, according to which Policy Anniversary, Policy Years and Premium due dates are determined.

保單日期

指承保表內註明為保單日期的日期, 用以 釐定保單週年日、保單年度及保費到期 日。

Policy Issue Date

means the date specified as such in the Policy Schedule, on which the Company issued this Policy and on which this Policy will take effect. 保單簽發日期

指承保表內列明的保單簽發日期, 本公司 於該日簽發本保單及本保單於該日起正式

Policy Schedule

means the schedule issued by the Company to the Policyowner as attached to this Policy as amended from time to time, which contains the policy number of this Policy, the coverage details and other policy particulars

承保表

保單年度

指由本公司向保單權益人發出, 隨附於本 保單並且不時經修訂的承保表, 其載有本 保單的保單號碼、保障詳情及其他保單細

Policy Year

means the period of twelve (12) months commencing from and including the Policy Date. 指由保單日期(包括保單日期當日)起計 的十二(12)個月期間。其後的保單年度為

Any subsequent Policy Year shall be for a period of twelve (12) months from the Policy

Anniversary.

Pre-existing Condition

means any condition or illness:

- (i) which existed or was existing; or
- (ii) where its direct cause existed or was existing; or
- (iii) in respect of which the Life Insured has knowledge, signs or symptoms of the condition or illness; or
- (iv) where any laboratory test or investigation showed the likely presence of the condition or illness

prior to the effective date of this Policy or date of endorsement, whichever is the later.

Premium

means the amount shown as modal premium in the Policy Schedule and may be varied with the agreement of the Company from time to time.

Premium Payment Term means the period specified in the Policy Schedule during which all the Premium payable should be paid.

Proceeds

means any benefits or amounts payable under the terms of this Policy.

Table of **Guaranteed Cash** Values

means the table headed "Table of Guaranteed Cash Values" issued together and formed part of the Policy Schedule.

Terminal Illness Benefit

means the benefit payable pursuant to Clause 2.4 of the Benefit Provisions.

Total and Permanent Disability

means that after one hundred and eighty-three (183) days from the date of Accident of continuous total disability which has resulted from the Injury, the Life Insured is completely unable to engage in any gainful employment, occupation or profession or to obtain any wages, compensation or profit for the remainder of his life

Total Premiums Paid

means the total premiums paid for the Basic Plan. Premiums of other benefit items, if any, shall be excluded from the calculation of the Total Premiums Paid.

The Entire Contract 1.2

This Policy is issued in consideration of the Application (if any) and payment of Premium as set out in the Policy Schedule. The General Provisions, other Provisions, Policy Schedule and Application (if any) constitute the entire contract.

All statement made by or for the Life Insured and/or the Policyowner shall be considered, in the absence of fraud, representations and not warranties. No statement shall be used by the Company to void this Policy or to defend a claim under it unless it is contained in the Application (if any) and/or the Policy Schedule.

No alterations in the terms and conditions and provisions of this Policy shall be valid unless it is in a written endorsement to this Policy and signed by the authorized signatories of the Company.

We will, subject to the terms, conditions and exclusions contained herein or endorsed hereon pay the benefits in respect of any or all of the contingencies herein defined happening during the period of insurance provided always that the due observance and fulfillment of all the terms, conditions and exclusions contained herein or endorsed hereon shall be a condition precedent to any liability on the part of the Company under this Policy.

1.3 In Force

This Policy becomes effective on the Policy Issue Date and will remain in force until the first occurrence of any one of the following events:

保單週年日起計的十二(12)個月期間。

已存在醫療狀 況

指以下任何狀況或疾病:

- (i) 以前存在或一直存在;或
- (ii) 直接致病因素以前存在或一直存在;
- (iii) 受保人知悉該狀況或疾病之病徵或病 狀;或
- (iv) 任何化驗室的測試或調查顯示該狀況 或疾病有可能存在

而有關狀況在本保單生效日期或加簽批註 日期(以較遲者為準)前發生。

保費

指於承保表顯示為每期保費的金額,此金 額可在本公司同意下不時改變。

保費繳費年期

指承保表内指明的保費繳費年期,於該期 間内應支付所有應付保費。

保險金

指根據本保單的條款應付的任何保障或給 付金額。

保證現金價值 砉

指與承保表一併發出及構成承保表一部 份, 並標題為「保證現金價值表」的列

末期疾病賠償

指根據保障條款內第 2.4 條應付的利益。

完全及永久傷

指受傷所導致的完全傷殘由意外事件之日 起計持續一百八十三(183)日後,受保人 在餘下的生活期間,完全不能從事任何可 賺取收入的、職業或專業,或賺取或獲得 任何工資、補償或利潤。

已繳總保費

指已就基本計劃繳付的總保費。計算已繳 總保費時並不包括任何其他保障項目(如 有)的保費。

整份保單合約

本保單根據所遞交的投保書(如有)及在收妥承保表所列保 費後簽發。整份保單合約是由一般條款、其他條款、承保表 及投保書(如有)所組成。

受保人及/或保單權益人或代表其所作出的一切陳述,在沒有 欺詐的情況下,皆被視為陳述,而非保證。任何聲明,若非 包括在投保書(如有)及/或承保表內,本公司均不得用作廢 除本保單或作為對本保單之下索償的辯護理由。

本保單條款及條件的任何修訂均須列明於本公司所發出關於 本保單的書面批註,並由本公司授權簽字人簽署,方能生 效。

我們將在符合本保單或就本保單加簽批註所載的條款、條件 及除外事項的規定下, 支付於保險期間本保單所定義下任何 或全部有關事件發生的相關利益保障,惟本公司在本保單之 下承擔責任的先決條件為本保單或就本保單加簽批註所載的 條款、條件及除外事項均得到妥為遵守及履行。

生效

本保單由保單簽發日期起生效直至下列任何一種情況最早發 生時止:

- (i) Death of the Life Insured;
- Payment of the Accidental Total and Permanent Disability Benefit or the Terminal Illness Benefit;
- (iii) The Company approves the written request of the Policyowner for surrender;
- (iv) This Policy reaches the Maturity Date; or
- (v) The Non-forfeiture Value is equal to or less than zero.

Termination of this Policy will not affect any claim or benefit arising prior to such termination unless otherwise specified.

1.4 Incontestability

This incontestability provision is only applicable to the Death Benefit under this Policy.

Except for non-payment of Premium or for fraud:

- (i) The validity of this Policy shall not be contestable by the Company after it has been in force during the lifetime of the Life Insured for two (2) consecutive years from the Policy Issue Date;
- ii) The validity of any increase in Premium shall not be contestable by the Company after it has been in force during the lifetime of the Life Insured for two (2) consecutive years from the effective date of such increase.

1.5 Suicide

If the Life Insured commits suicide, while sane or insane at the material time, within twelve (12) months from the following date, the liability of the Company shall be limited to a refund of Premium paid for the Basic Plan since the relevant date, without interest, less any Indebtedness:

- (i) Policy Issue Date; or
- (ii) The effective date of any increase in Premium (applicable tothat particular increase in Premium only)

1.6 Misstatement of Age and/or Sex

This Policy is issued in accordance with the age and sex shown in the Policy Schedule. Subject to the Company's rights in the case of fraud, if the Life Insured's age has been understated or sex has been misstated, the amount payable and every benefit under this Policy shall be such as the Premium paid would have purchased on the basis of the correct age and sex.

If the Life Insured's age has been overstated or sex has been misstated and as a result of which excess Premium has been paid, any excess Premium shall be refunded without interest.

If the correct age or sex of the Life Insured had been stated, this Policy would not have been issued, the Company shall only be required to refund any Premium paid without interest.

If the correct age or sex of the Life Insured had been stated, this Policy would have terminated at an earlier date, the Company shall only be required to refund any excess Premium paid without interest.

1.7 Freedom from Restrictions

Unless otherwise specified, this Policy contains no restriction with respect to the Life Insured's residence, travel or occupation.

1.8 Currency and Place of Payment

All amounts payable to or by us will be payable in the policy currency shown in the Policy Schedule subject to the applicable laws, regulations and guidelines issued by the relevant regulatory authorities from time to time.

Nevertheless, the Company shall have the absolute discretion to accept payment or make payment (including but not limited to accepting Premium, paying any benefit or granting a loan) in Hong Kong dollars using the prevailing market exchange rate as determined by the Company from time to time on the date that the payment is made.

- (i) 受保人身故;
- (ii) 作出意外完全及永久傷殘賠償或末期疾病賠償:
- (iii) 本公司批准保單權益人書面要求退保;
- (iv) 本保單到達期滿日; 或
- (v) 不能作廢價值等於或少於零。

除另有指明外,本保單的終止並不影響終止前出現的索償或 利益保障。

不得異議

本不得異議條款只適用於本保單下的身故賠償部份。

除因欠繳保費或欺詐外:

- (i) 自保單簽發日期起計在受保人生存期間持續有效達兩 (2)年後,本保單的有效性將不得被本公司爭議;
- (ii) 自任何增加保費的生效日期起計在受保人生存期間持續 有效達兩(2)年後,新增保費的有效性將不得被本公司爭議。

自殺

倘若受保人於下列日期起計十二(12)個月內自殺身亡,無論 自殺時神志清醒與否,本公司的責任只限於退還有關日期起 計已繳付的基本計劃保費(不含利息)減除任何欠款:

- (i) 保單簽發日期;或
- (ii) 任何增加保費的生效日期(只適用於該次新增的保 費)。

年齡及/或性別的錯誤陳述

本保單根據承保表上所顯示的年齡和性別簽發。除了在出現 欺詐情況下本公司享有的權利外,若受保人的年齡被報少或 性別被誤報,則本保單上須支付的金額及所有利益,將按照 已付的保費基於確實年齡與性別原可購買的保障而計算。

若受保人的年齡被報大或性別被誤報而導致多繳保費,本公司將退回多繳付的保費(不含利息)。

若申報了受保人的正確年齡或性別而導致本保單原不會被簽 發,本公司只須退回任何已繳付的保費(不含利息)。

若申報了受保人的正確年齡或性別,而導致本保單原應於較早日期終止生效,本公司只須退回多繳付的保費(不含利息)。

不受限制

除非另有指定,否則受保人的住所、旅遊或職業均不受本保 單限制。

貨幣及收付地點

在符合適用的法律、規例及有關監管機構不時發出的指引的 規定下,所有向我們支付或由我們支付的款項,均以承保表 上列明的保單貨幣支付。

惟本公司有絕對酌情權,可根據款項支付當天本公司不時選定的當時市場兌換率,以港幣折算收取或支付款項(包括但不限於接受繳付保費、任何賠償保障給付或給予貸款)。

1.9 Ownership

As the Policyowner, you have all rights of ownership in this Policy while it is in force. To exercise this right, you do not need the consent of any Beneficiary of this Policy.

Any change of ownership requires a satisfactory written notice to us. A change of ownership shall be effective only if approved and endorsed by the Company. We will not be responsible for any payment we make or other action we take before the change takes effect.

1.10 Cancellation within Cooling-off Period

You have the right to cancel this Policy and obtain a refund of any Premium without interest and provided no claim has been made under this Policy, by giving a written notice to the Company. Such notice must be signed by the Policyowner and received directly by the Company within the cooling-off period as specified by the current prevailing industry guideline.

1.11 Assignment

While the Life Insured is alive, you may assign this Policy as collateral by filing a written notice satisfactory to the Company. A request for assignment of this Policy shall not be effective unless we acknowledge receipt of the notice of assignment. The Company shall not be responsible for the validity or sufficiency of any assignment. The rights of an assignee shall at all times be subject to any Indebtedness.

1.12 Tax and Reporting

The Company must comply with the following requirements of the Inland Revenue Ordinance (Cap. 112) to facilitate the Inland Revenue Department ("IRD") automatically exchanging certain financial account information as provided for thereunder:

- (i) to identify certain accounts as non-excluded "financial accounts" ("NEFAs");
- (ii) to identify the jurisdiction(s) in which NEFA-holding individuals and certain NEFA-holding entities reside for tax purposes;
- (iii) to determine the status of certain NEFA-holding entities as "passive NFEs" and identify the jurisdiction(s) in whichtheir "controlling persons" reside for tax purposes;
- (iv) to collect certain information on NEFAs ("Required Information"); and
- (v) to furnish certain Required Information to the IRD (collectively, the "AEOI requirements").

The Policyowner agrees to comply with requests made by the Company to comply with the AEOI requirements.

Upon the Company's written request to you, you shall provide us the "Required Information" within thirty (30) days or take such other action that we reasonably believe or consider to be required in order to comply with the AEOI requirements.

If any of the relevant information provided by you to the Company changes, you agree to inform us in writing within thirty (30) days from the date of the relevant change.

1.13 Beneficiary

The designated Beneficiary as per our latest record will be deemed to be beneficially entitled to the Death Benefit under this Policy if the Life Insured dies

If there is more than one Beneficiary, the Death Benefit shall be paid to the Beneficiaries in the proportion specified by you. If you have not specified the proportion of the Death Benefit to be paid to each Beneficiary or all the proportions add up to a figure other than 100%, we shall have the discretion to pay the Death Benefit to all the Beneficiaries in equal shares or in such proportion as we consider appropriate.

If the Policyowner is also the Life Insured and the Beneficiary dies before the Policyowner or within thirty (30) days after the death of the Policyowner, the Death Benefit will be payable to the estate of the Policyowner.

擁有權

作為保單權益人,在本保單有效期內,您擁有本保單內的所 有權益,而在行使該等權益時,無須取得本保單受益人的同 意。

任何擁有權的轉換,必須給予我們滿意的書面通知。擁有權的更改必須經本公司批准及認可方可生效。我們對在有關轉 換擁有權生效前支付的任何款項或已作出的其他行動,概不 負責。

冷靜期內取消

在未有根據本保單提出索償的情況下,您有權以書面通知本公司要求取消本保單,及可獲退還已繳的任何保費(不含利息)。惟該書面要求,須由保單權益人親筆簽署,並於當時通行的行業指引所說明的冷靜期限期內直接送達本公司方會受理。

轉讓

在受保人在世期間,您可藉提交本公司滿意的書面通知,將本保單作為抵押品予以轉讓。除非我們確認收到有關轉讓的通知,否則本保單的轉讓要求並不生效。對於任何轉讓的有效性或足夠性,本公司概不負責。受讓人的權利在一切時候均受制於任何欠款。

稅務及滙報

本公司須遵守《稅務條例》(第 112 章)內以下的要求,以 便稅務局實施《稅務條例》規定的自動交換某些財務帳戶資 料的安排:

- (i) 辨識某些帳戶為非除外「財務帳戶」(「非除外財務帳 戶」);
- (ii) 為稅務目的辨識非除外財務帳戶持有人及某些非除外財 務帳戶持有實體居留的司法管轄區;
- (iii) 介定某些非除外財務帳戶持有實體的地位為「被動非財務實體」,並為稅務目的辨識其「控權人」居留的司法管轄區;
- (iv) 收集非除外財務帳戶的某些資料(「所需資料」);及
- (v) 將某些所需資料交予稅務局 (統稱為「自動交換資料要求」)。

保單權益人同意遵守本公司為遵守「自動交換資料要求」而 發出的要求。

在本公司向您發出書面要求後三十(30)天內,您應向我們提供所需資料,或採取我們合理地相信或認為我們遵守自動交換資料要求所需的其他行動。

若您向本公司提供的任何相關的資料有變更,您同意在有關 變更起計三十(30)天內,就有關變更以書面通知我們。

受益人

我們最近期記錄所載的指定受益人,將被視為有資格於受保 人身故後領取身故賠償。

若有多於一名受益人時,則身故賠償將按您預先定下的比例分配予各受益人。若您並未有定下身故賠償每名受益人的分配比例,或所有分配百分比的總和不等於 100% 時,我們將有權決定平均分配,或按我們認為恰當的比例分配身故賠償予各受益人。

若保單權益人亦為受保人,而受益人早於保單權益人身故,或該受益人於保單權益人身故後三十(30)天內身故,則身故賠償將給付予保單權益人的遺產。

若保單權益人並非受保人,而受益人早於受保人身故,或該 受益人於受保人身故後三十(30)天內身故,則身故賠償將給 If the Policyowner is not the Life Insured and the Beneficiary dies before the Life Insured or within thirty (30) days after the death of the Life Insured, the Death Benefit will be payable to the Policyowner, his estate, his personal representatives or other persons entitled to receive the same as the Company considers appropriate at its sole and absolute discretion. If the Beneficiary dies beyond thirty (30) days after the death of the Life Insured, the Death Benefit shall be payable to the Beneficiary's estate.

If the Life Insured dies at the same time as the Beneficiary(ies) or in circumstances rendering it uncertain which of them survived the other(s), the Life Insured shall be deemed to have survived the Beneficiary(ies).

If there is no living Beneficiary or no Beneficiary has been designated by you, the Death Benefit shall be paid to the Policyowner, his estate, his personal representatives or other persons entitled to receive the same

During the lifetime of the Life Insured and while this Policy is in force, you may change the Beneficiary by giving a written notification satisfactory to us. A change of Beneficiary shall be effective only if approved and endorsed by the Company. We will not be responsible for any payment we have made or other action we have taken before the change takes effect.

1.14 Notice from the Company

Any notice to be given under this Policy will be sent by post to the latest address of the Policyowner as notified to the Company, or sent by email to the latest email address of the Policyowner as notified to the Company, or sent by SMS to the latest mobile number of the Policyowner as notified to the Company.

Any notice so served shall be deemed to have been duly received by you as follows:

- (i) if sent by post, forty-eight (48) hours after posting; or
- (ii) if sent by email or SMS, on the date and time transmitted as evidenced by confirmation of delivery.

1.15 Interpretation

Unless the context requires otherwise, in this Policy:

- (i) words denoting one gender shall include the other gender;
- (ii) words denoting singular shall include plural, and vice versa;
- (iii) references to any documents include a reference to that document as varied, amended, supplemented, substituted or assigned from time to time;
- (iv) reference to Clause or schedule are references to a clause of ora schedule to this Policy; and
- (v) a day or a time of day is a reference to the calendar day and time in Hong Kong.

Headings are for convenience only and shall not affect the interpretation of this Policy. Chinese translation of this Policy is for reference only and in case of inconsistency of meaning, the original English text shall prevail.

1.16 Clerical Error

Clerical errors by the Company shall neither invalidate insurance otherwise validly in force, nor continue insurance otherwise not validly in force.

1.17 Third Party Rights

Any person or entity which is not a party to this Policy shall have no rights under the Contracts (Right of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) or otherwise to enforce any terms of this Policy.

1.18 Applicable Law

The terms and conditions of this Policy shall be construed and governed in accordance with the laws of the Hong Kong Special Administrative Region and any disputes in relation to this Policy shall be subject to the non-exclusive jurisdiction of the Courts of Hong Kong.

付予保單權益人、其遺產、其遺產代理人或本公司按本公司 完全及絕對酌情權認為是有權領取該身故賠償的其他人。若 受益人於受保人身故後三十(30)天以後身故,該身故賠償則 將給付予受益人的遺產。

若受保人及受益人在同一時間去世,或他們在其身故先後次 序不確定的情況下去世,則視受保人於受益人身故時尚存。

如果沒有尚存受益人或您沒有指定受益人,身故賠償將支付 予保單權益人、其遺產、其遺產代理人或其他有權領取身故 賠償的人士。

在本保單有效期內及受保人仍生存期間,您可提交令我們滿意的書面通知更改受益人。任何受益人的轉換,必須經本公司批准及認可方可生效。我們對有關轉換受益人生效前已付款項或已作出的其他行動,概不負責。

本公司發出的通知

根據本保單發出的任何通知將郵遞至保單權益人通知本公司的最新通訊地址,或經電郵至保單權益人通知本公司的最新電郵地址,或發短訊至保單權益人通知本公司的最新手提電話號碼。

任何通知於以下情況將被視為已由您接收:

- (i) 如以郵遞,郵遞後四十八(48)小時;或
- (ii) 如以電郵或短訊,發送日期及時間,以發送的確認記錄 為憑證。

詮釋

除非本保單內文另有規定,否則在本保單內:

- (i) 凡表明一種性別的字眼亦包括另一性別;
- (ii) 凡表明單數的字眼亦包括複數,反之亦然;
- (iii) 凡提述任何文件應包括提述經不時更改、修訂、補充、 取替或轉讓的該文件;
- (iv) 凡提述條款或附表即為本保單的條款或附表;及
- (v) 凡提述日期或時間即指香港日期及時間。

標題只為方便而設,不會影響本保單的詮釋。本保單的中文 譯本只作參考的用途,如中文譯本與原英文文本有歧異,則 以英文文本為準。

筆誤

本公司的筆誤並不使有效的保險成為無效,亦不使無效的保 險繼續有效。

第三者權利

任何不屬於本保單的訂約方的人士或實體無權根據《合約 (第三者權利)條例》(香港法例第 623 章)或其他方式强 制執行本保單。

適用法律

本保單的條款和條件受香港特別行政區法律管轄,並據其解釋。就本保單產生的任何爭議均受香港法院的非專屬司法管轄權所管轄。

II. Benefits Provisions 保障條款

2.1 Death Benefit

Subject to the terms and conditions of this Policy and upon submission of a written proof of claim satisfactory to the Company as soon as practicable, we will pay the Death Benefit to the Beneficiary in accordance with Clause 1.13 under the General Provisions, if the Life Insured dies while this Policy is in force.

Death Benefit shall equal to:

- (i) The higher of:
 - (a) 105% of the Total Premiums Paid at the date of Life Insured's death, provided that if the Life Insured is covered by one or more than one endowment plans issued by the Company under the Endowment Plan Series, the aggregate sum payable under all such Endowment Plan Series shall be limited to the maximum amount of 100% of the Total Premiums Paid under such plan(s) at the date of the Life Insured's death plus (1) USD12,500 if the policy currency of each plan is denominated in USD; or (2) HKD100,000 if the policy currency of each plan is denominated in HKD; or (3) RMB100,000 if the policy currency of each plan is denominated in RMB; or (4) USD12,500 or HKD100,000 or RMB100,000, whichever is higher, where there is a combination of plans denominated in USD, HKD and RMB;

or

- (b) the Guaranteed Cash Value at the date of Life Insured's death less
- (ii) any Indebtedness.

The receipt of the Death Benefit or other Proceeds under this Policy by the Beneficiary or by any person entitled to receive such Proceeds, or evidence that the Company's payment has been deposited to the designated bank accounts and/or cashed shall discharge the Company from further liability under this Policy.

The claimant shall at his own expense provide us all necessary information, documents and medical evidence we require as soon as practicable

2.2 Accidental Death Benefit

While this Policy is in force, if the Life Insured dies as a result of an Accident, the Company shall, subject to the terms and conditions of this Policy, pay an additional Accidental Death Benefit to the Beneficiary in accordance with Clause 1.13 under the General Provisions, upon receipt of satisfactory proof provided that the death shall result within one hundred and eighty (180) days from the date of the Accident.

The Accidental Death Benefit shall equal to:

- (i) 30% of the Total Premiums Paid at the time of the Accident, provided that if the Life Insured is covered by one or more than one endowment plans issued by the Company under the Endowment Plan Series, the aggregate sum payable under all such plans of Endowment Plan Series that provide Accidental Death Benefit shall be limited to the maximum amount of (1) USD62,500 if the policy currency of each plan is denominated in USD; or (2) HKD500,000 if the policy currency of each plan is denominated in HKD; or (3) RMB500,000 if the policy currency of each plan is denominated in RMB; or (4) USD62,500 or HKD500,000 or RMB500,000, whichever is higher, where there is a combination of plans denominated in USD, HKD and RMB; less
- (ii) any Indebtedness.

For the avoidance of doubt, the benefit under this Clause shall be payable in addition to clause 2.1.

The receipt of the accidental death benefit or other Proceeds under this Policy by the Beneficiary or by any person entitled to receive such Proceeds, or evidence that the Company's payment has been deposited to the designated bank accounts and/or cashed shall discharge the Company from further liability under this Policy.

身故賠償

倘若受保人在本保單生效期間身故,在符合本保單的條款及條件的情況下,並於切實可行範圍內盡快向本公司遞交令本公司滿意的書面索償證明後,我們將依照一般條款內第 1.13 條的規定,向受益人作出身故賠償。

身故賠償應等於:

- (i) 以較高者為準:
 - (a) 受保人身故日已繳總保費的 105%,若受保人受保於一份或超過一份由本公司簽發於此儲蓄保障計劃系列下的儲蓄保障計劃,於所有此儲蓄保障計劃系列下的賠付總額,以受保人身故日的已繳總保費的100%加以下金額為上限:(1)12,500 美元(如每一計劃的保單貨幣均為美元);或(2)100,000 港幣(如每一計劃的保單貨幣均為港幣);或(3)100,000 人民幣(如每一計劃的保單貨幣均為人民幣);或(4)如多個計劃組合同時以美元、港幣及人民幣為保單貨幣,則為 12,500 美元或 100,000港幣或 100,000人民幣,以較高者為準;

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(b) 受保人身故日時的保證現金價值;

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(ii) 任何欠款。

由受益人或有權領取保險金的任何人士領取本保單下的身故 賠償或其他保險金,或本公司支付的款項已證實被存入或兌 現,即解除本公司於本保單下的進一步責任。

索償人應自承費用於切實可行範圍內盡快向我們提供我們所 要求的一切必要資料、文件及醫療證據。

意外身故賠償

在本保單有效期間,倘若受保人不幸因意外事件身故,本公司在收到令本公司滿意的證明後,將根據本保單的條款及條件及一般條款內第 1.13 條的規定,向受益人作出額外意外身故賠償,惟該身故必須在意外事件發生起的一百八十(180)日內導致。

意外身故賠償應等於:

- (i) 意外事件發生時已繳總保費的 30%, 若受保人受保於一份或超過一份由本公司簽發於此儲蓄保障計劃系列下的儲蓄保障計劃,於所有此儲蓄保障計劃系列下有提供意外身故賠償的計劃的賠付總額,以下列金額為上限:(1)62,500 美元(如每一計劃的保單貨幣均為港幣);或(2)500,000 港幣(如每一計劃的保單貨幣均為港幣);或(3) 500,000 人民幣(如每一計劃的保單貨幣均為人民幣);或(4)如多個計劃組合同時以美元、港幣及人民幣為保單貨幣,則為 62,500 美元或 500,000 港幣或500,000 人民幣,以較高者為準;減
- (ii) 任何欠款。

為免存疑,本條款賠償可與第 2.1 條疊加。

由受益人或有權領取保險金的任何人士領取本保單下的意外 身故賠償或其他保險金,或本公司支付的款項已證實被存入 或兌現,即解除本公司於本保單下的進一步責任。

2.3 Accidental Total and Permanent Disability Benefit

While this Policy is in force, if the Life Insured sustains Total and Permanent Disability as a result of an Accident on or before the Life Insured's sixty-fifth (65th) birthday, the Company shall pay to the Policyowner a lump sum Accidental Total and Permanent Disability Benefit upon receipt of satisfactory proof provided that the Total and Permanent Disability shall result within one hundred and eighty (180) days from the date of the Accident.

The Accidental Total and Permanent Disability Benefit shall equal to:

- (i) The higher of:
 - (a) 135% of the Total Premiums Paid at the time of Accident, provided that if the Life Insured is covered by one or more than one endowment plans issued by the Company under the Endowment Plan Series, the aggregate sum payable under all such plans of Endowment Plan Series that provide Accidental Total and Permanent Disability Benefit shall be limited to the maximum amount of 100% of the Total Premiums Paid under such plan(s) at the time of Accident plus (1) USD62,500 if the policy currency of each plan is denominated in USD; or (2) HKD500,000 if the policy currency of each plan is denominated in HKD; or (3) RMB500,000 if the policy currency of each plan is denominated in RMB; or (4) USD62,500 or HKD500,000 or RMB500,000, whichever is higher, where there is a combination of plans denominated in USD, HKD and RMB;

or

- (b) the Guaranteed Cash Value at the time of Accident
- (ii) any Indebtedness.

Upon payment of Accidental Total and Permanent Disability Benefit, this Policy will be terminated immediately.

2.4 Terminal Illness Benefit

Subject to the terms and conditions of this Policy and while the Policy is in force, we will pay a lump sum Terminal Illness Benefit to the Policyowner if the Life Insured is Diagnosed with a terminal illness.

Terminal illness means the conclusive Diagnosis of an illness that is expected to result in the death of the Life Insured within twelve (12) months. This Diagnosis must be supported by a specialist and confirmed by our appointed Physician.

Terminal Illness Benefit shall equal to:

- (i) The higher of:
 - (a) 105% of the Total Premiums Paid at the time of Diagnosis, provided that if the Life Insured is covered by one or more than one endowment plans issued by the Company under the Endowment Plan Series, the aggregate sum payable under all such plans of Endowment Plan Series that provide Terminal Illness Benefit shall be limited to the maximum amount of 100% of the Total Premiums Paid under such plan(s) at the time of Diagnosis plus (1) USD12,500 if the policy currency of each plan is denominated in USD; or (2) HKD100,000 if the policy currency of each plan is denominated in HKD; or (3) RMB100,000 if the policy currency of each plan is denominated in RMB; or (4) USD12,500 or HKD100,000 or RMB100,000, whichever is higher, where there is a combination of plans denominated in USD, HKD and RMB;

or

(b) the Guaranteed Cash Value at time of Diagnosis

less

(ii) any Indebtedness.

Upon payment of Terminal Illness Benefit, this Policy will be terminated immediately.

2.5 Exclusions

No accidental benefits under Clauses 2.2 and 2.3 above shall be payable under this Policy if the Life Insured's death or Injury is caused directly or indirectly, wholly or partly, by any one or more of the following:

- (i) Any pre-existing condition;
- (ii) Taking of drugs other than under the prescription or direction of a physician, abuse of alcohol or the taking of poison;
- (iii) Any kind of sickness or disease, or bacterial or viral infection

意外完全及永久傷殘賠償

在本保單有效期間,倘若受保人在受保人六十五(65)歲生日或之前不幸因意外事件導致完全及永久傷殘,本公司在收到令本公司滿意的證明後,我們將向保單權益人支付一筆過的意外完全及永久傷殘賠價,惟該完全及永久傷殘必須在意外事件發生後起的一百八十(180)日內導致。

意外完全及永久傷殘賠償應等於:

- (i) 以較高者為準:
 - (a) 意外事件發生時已繳總保費的 135%, 若受保人受保於一份或超過一份由本公司簽發於此儲蓄保障計劃系列下的儲蓄保障計劃,於所有此儲蓄保障計劃系列下有提供意外完全及永久傷殘賠償的計劃的賠付總額,以意外事件發生時的已繳總保費的 100%加以下金額為上限:(1)62,500美元(如每一計劃的保單貨幣均為美元);或(2)500,000港幣(如每一計劃的保單貨幣均為港幣);或(3)500,000人民幣(如每一計劃的保單貨幣均為人民幣);或(4)如多個計劃組合同時以美元、港幣及人民幣為保單貨幣,則為 62,500美元或 500,000港幣或 500,000人民幣,以較高者為準;

或

(b) 意外事件發生時的保證現金價值;

減

(ii) 任何欠款。

如已作出意外完全及永久傷殘賠償, 本保單會即時終止。

末期疾病賠償

在符合本保單的條款及條件下及在本保單生效期間,倘若受保人被診斷患有末期疾病,我們將向保單權益人支付一筆過的末期疾病賠償。

末期疾病是指受保人患上的疾病經最終診斷後,預期其壽命 不超過十二(12)個月。診斷必須有專科醫生支持,並由我們 指定的醫生確認。

末期疾病賠償應等於:

- (i) 以較高者為準:
 - (a) 診斷時已繳總保費的 105%, 若受保人受保於一份或超過一份由本公司簽發於此儲蓄保障計劃系列下的儲蓄保障計劃,於所有此儲蓄保障計劃系列下有提供末期疾病賠償的計劃的賠付總額,以診斷時已繳總保費的 100%加以下金額為上限:(1)12,500美元(如每一計劃的保單貨幣均為美元);或(2)100,000港幣(如每一計劃的保單貨幣均為港幣);或(3)100,000人民幣(如每一計劃的保單貨幣均為人民幣);或(4)如多個計劃組合同時以美幣均為人民幣);或(4)如多個計劃組合同時以美元、港幣及人民幣為保單貨幣,則為 12,500美元或 100,000港幣或 100,000人民幣,以較高者為準;

或

(b) 診斷時的保證現金價值;

減

(ii) 任何欠款。

如已作出末期疾病賠償, 本保單會即時終止。

除外事項

倘若因以下任何一項或多項因素而直接或間接、完全或部份 導致受保人身故或受傷,將不獲發本保單下上述第 2.2 條及 第 2.3 條的任何意外賠償:

- (i) 任何已存在醫療狀況;
- (ii) 服用非由醫生處方或指引下的藥物、濫用酒精或服用 毒藥;

- except bacteria infection resulting from an accidental cut or wound:
- (iv) Disease of or infection withany Human Immunodeficiency Virus (HIV) and/or any HIV-related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or mutations, derivation or variations thereof;
- (v) Nuclear fission, nuclear fusion, ionizing radiation or contamination by radioactivity from any nuclear fuelor from any nuclear waste from the combustion of nuclear fuels or nuclear weapons material;
- (vi) War or hostilities (whether war be declared or not), civil commotion rebellion, revolution, riot, strikes, terrorist orwarlike activities;
- (vii) Participation in any armed force or peace keeping activities;
- (viii) An act of any person acting on their own or on behalf of or in connection with any group or organization to influence by force, any group, corporation or government by terrorism, murder or attempted murder, kidnapping or attempted kidnapping, attack, assault or any other violent means;
- (ix) Suicide or an intentional self-inflicted act while sane or insane;
- (x) Violation or attempted violation of the law or resistance to arrest or participation in any brawl or affray;
- (xi) Cosmetic or plastic surgery, or any elective surgery or congenital anomalies, apart from reconstructive surgery required by Injury caused by an Accident;
- (xii) Childbirth, miscarriage, abortion, pregnancy and any complications thereof, notwithstanding that such event may have been accelerated or induced by Injury; or
- (xiii) Professional sports, racing of any kind, underwater activities involving the use of breathing apparatus, aerial flights (including bungee-jumping, hang-gliding, ballooning, parachuting and skydiving) other than a crew member or as a fare-paying passenger on a licensed carrying commercial aircraft operating in a regular scheduled route or any hazardous activities or sports unless agreed by special endorsement.

No Terminal Illness Benefit will be payable under this Policy for any terminal illness resulting from, or related to, or caused or contributed directly or indirectly, wholly or partly, by any of the following:

- (i) Any Pre-existing Condition;
- (ii) Drug taking other than under the prescription or direction of a Physician, abuse of alcohol or the taking of poison;
- (iii) Disease of or infection with any Human Immunodeficiency Virus (HIV) and/or any HIV-related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or mutations, derivation or variations thereof:
- (iv) Nuclear fission, nuclear fusion, ionizing radiation or contamination by radioactivity from any nuclear fuelor from any nuclear waste from the combustion of nuclear fuels or nuclear weapons material;
- (v) War or hostilities (whether war be declared or not), civil commotion rebellion, revolution, riot, strikes, terrorist or warlike activities;
- (vi) An intentional self-inflicted act; or
- (vii) Violation or attempted violation of the law or resistance to arrest or participation in any brawl or affray.

No Terminal Illness Benefit will be payable under this Policy for any terminal illness, if the symptoms or conditions of which or the Diagnosis of which first appeared or occurred within sixty (60) days immediately following the Policy Issue Date or the date of endorsement, whichever is the later. This shall not apply to any terminal illness caused by an Accident.

2.6 Notice and Proof of Claims

For accidental benefits:

- (i) Any request must be given to the Company in writing within thirty (30) days after the date of the Accident causing the relevant disability or death. Satisfactory proof and any supporting evidence must be given to the Company within ninety (90) days after the date of such Injury or death at the expenses of the Policyowner or claimant unless proven that it was not reasonably possible to provide such notice or proof within the required time and that such notice or proof has been given as soon as reasonably possible.
- (ii) If the claims are not made within the above periods, the Company will not be liable to pay the benefits unless it is shown

- (iii) 任何類型的疾病,或細菌或病毒性的感染,但因意外 割傷或傷口引致細菌感染者除外;
- (iv) 任何人類免疫力缺乏病毒(HIV)的疾病或感染及/或 其任何相關的疾病,包括後天免疫力缺乏症(即愛滋 病)及/或其引發的任何突變、衍生或變異;
- (v) 核分裂、核溶合、任何核燃料或燃燒核燃料或核子武 器物料後的核廢料放射性所產生的電離輻射或污染;
- (vi) 戰爭或敵對行為(不論是否已宣戰)、民眾騷動、叛變、革命、暴動、罷工、恐怖份子或類似戰爭的行動;
- (vii) 參與任何軍事或維持和平活動;
- (viii) 任何人士為自己或代表任何團體或組織或與任何團體或組織有關,以恐怖主義、謀殺或企圖謀殺、綁架或企圖綁架、攻擊、襲擊或其他暴力手段强行影響任何團體、法團或政府;
- (ix) 自殺或任何蓄意自殘行為,無論當時神智清醒與否;
- (x) 抵觸或企圖抵觸法律、拒捕或參與任何爭執或毆鬥;
- (xi) 美容或整形手術、或任何非必要的手術、或先天性異常,但因意外事件引致受傷而需重建手術則除外;
- (xii) 分娩、流產、墮胎、懷孕或其任何併發症,無論事故 是否由受傷引發或因受傷而加劇;或
- (xiii) 職業運動、任何比賽、涉及使用呼吸器具的水底活動、空中飛行活動(包括高空彈跳、懸掛式滑翔、熱氣球飛行、跳傘及特技跳傘),但作為機組人員或購票乘客乘搭具有正式牌照的商業定期航班的載客飛機則除外,或任何危險活動或運動,除非得到本公司特別批註同意。

因以下任何一項或多項而直接或間接、完全或部份引起、與 其有關、導致或產生的任何末期疾病,將不在本保單的末期 疾病賠償的受保範圍內:

- (i) 任何已存在醫療狀況;
- (ii) 服用非由醫生處方或指引下的藥物、濫用酒精或服用 毒藥;
- (iii) 任何人類免疫力缺乏病毒(HIV)的疾病或感染及/或 其任何相關的疾病,包括後天免疫力缺乏症(即愛滋 病)及/或其引發的任何突變、衍生或變異;
- (iv) 核分裂、核溶合、任何核燃料或燃燒核燃料或核子武器物料後的核廢料放射性所產生的電離輻射或污染;
- v) 戰爭或敵對行為(不論是否已宣戰)、民眾騷動、叛變、革命、暴動、罷工、恐怖份子或類似戰爭的行動;
- (vi) 任何蓄意自殘行為;或
- (vii) 抵觸或企圖抵觸法律、拒捕或參與任何爭執或毆鬥。

在本保單中,對於在保單簽發日期或加簽批註日期(以較遲者為準)起計首六十(60)天內,首次出現或顯現有關的病徵或狀況,或患上首次診斷的末期疾病,將不獲任何末期疾病賠償賠償。本條款不適用於由意外事件導致的末期疾病。

索償通知及證明

就有關意外賠償:

- (i) 任何要求必須導致完全及永久傷殘或身故的意外事件 發生後三十(30)天內以書面向本公司提出,由保單權 益人或索償人自承費用而令本公司滿意的證明或任何 支持證據必須於該有關受傷或身故發生後九十(90)內 送交本公司,除非能證明無法合理地在規定時間內提 供該等通知或證明,及已在合理的情況下盡早提供通 知或證明,則不在此限。
- (ii) 除非證明無法合理地在上述期間內提出索償,並已在 合理的情況下儘早提出,否則本公司無須對逾期提出 的索償負責。

that it was not reasonably possible to make such claims within the periods and that the claims were made as soon as was reasonably possible.

(iii) The Company reserves the right to require the Life Insured to undergo a medical examination or other reasonable medical test by Physicians designated by us whenever it may reasonably require. The Company shall have the right to conduct an autopsy at the Company's expense in case of death caused by Injury where it is not forbidden by law.

For Terminal Illness Benefit:

- (i) Any claim must be made in the Company's prescribed claims form within ninety (90) days of the Life Insured becoming aware that he/she is suffering from a terminal illness. If the claim is not made within that period, the Company shall not be liable to pay the Terminal Illness Benefit unless you prove that it was not reasonably possible to make such claim and that the claim was made as soon as was reasonably possible.
- (ii) Written proof of the Diagnosis supported by medical evidence and reports by a Physician approved by the Company and any other evidence required by the Company must be received by the Company within six (6) months after it receives the written notice of claim, which shall be provided by the Policyowner at his own expense.
- iii) The Company reserves the right to require the Life Insured to undergo a medical examination or other reasonable medical test to confirm the Diagnosis.

2.7 Maturity Benefit

If the Life Insured is alive on the Maturity Date, a maturity benefit will be paid to the Policyowner.

Such maturity benefit shall equal to:

- (i) Guaranteed Cash Value on the Maturity Date; less
- (ii) any Indebtedness.

2.8 Settlement Option for Maturity Benefit

Subject to the then prevailing rules of the Company, all applicable laws and regulations and our approval, you may, while this Policy is in force and at least two (2) months before the Maturity Date of this Policy, submit a written request in our prescribed form to elect the settlement options to pay the maturity benefit.

You may elect to receive the maturity benefit by one of the following options:

Option 1: Lump sum settlement Option 2: Annuity settlement

If no option is elected, option 1 will be applied automatically.

If option 2 is elected, the Maturity Benefit shall be paid by way of annuity settlement annually for the Annuity Period. Annuitization rate shall be determined by the Company in its absolute discretion at the time of maturity of this Policy. The first annuity will be payable on the Maturity Date of this Policy and thereafter on each Policy Anniversary during the Annuity Period. Annuity is payable until the first occurrence of any one of the following events:

- (i) Death of the Policyowner; or
- (ii) Approval of Policyowner's request for early termination of annuity settlement during the Annuity Period; or
- (iii) Full payment of the 5th annuity.

Upon the death of the Policyowner during Annuity Period and the Company being notified of the same, we shall pay to the estate of the Policyowner the remaining balance of the Maturity Benefit in a lump sum up upon receipt of the death proof of the Policyowner.

Should the Policyowner choose to terminate the annuity settlement during Annuity Period, we shall pay the remaining balance of the Maturity Benefit in a lump sum to the Policyowner.

All our obligations and liabilities under this Policy shall be discharged completely upon the full payment of Maturity Benefit either by lump sum settlement under option 1 or annuity settlement under option 2.

(iii) 在有需要及合理的情況下,本公司保留權利要求受保人進行由本公司指定的醫生負責的身體檢查或其他合理的醫學測試。倘受保人因受傷身故,在法律許可下,本公司有權自費要求作解剖驗屍。

就有關末期疾病賠償:

- (i) 任何索償必須在受保人獲悉患上末期疾病起計九十(90) 天內以本公司制定的索償表格提出。除非您證明無法 合理地在此期間內提出索償,並已在合理的情況下盡 早提出,否則本公司無須對逾期的末期疾病索償負 責。
- (ii) 在本公司接獲索償書面通知後六(6)個月內,保單權益 人必須呈交診斷的書面證明,並以本公司批准的醫生 發出的醫療證明和報告及本公司要求的任何其他證明 作支持,有關費用由保單權益人負責。
- (iii) 本公司保留權利要求受保人進行身體檢查或其他合理 的醫學測試以確定有關的診斷。

期滿保障

若受保人於期滿日仍然生存,期滿金將發放給保單權益人。

期滿金應等於:

- (i) 期滿日時的保證現金價值;減
- (ii) 任何欠款。

期滿保障支付選項

在符合本公司當時的通行規則和所有適用法律及規例的情況下,並得到我們同意,您可以在本保單仍然生效及最少於本保單期滿日兩(2)個月前,向本公司遞交指定表格書面要求,選擇給付期滿保障的支付方式。

您可選取下列其中一項方式領取期滿保障:

選項一: 一筆過支付選項二: 年金方式支付

若沒有選擇任何方式, 選項一將自動被採用。

若選擇選項二作為支付方式,期滿保障將於年金期內以每年年金方式發放,年金轉換率由本公司按絕對酌情權於本保單期滿時決定。第一期年金將於本保單期滿日發放,及之後於年金期內每個保單週年日發放。年金會發放至下列任何一種情況最早出現:

- (i) 保單權益人身故;或
- (ii) 本公司批准保單權益人要求提前終止以年金方式支付期 滿保障;或
- (iii) 第 5 期年金已完全支付。

當保單權益人於年金期內身故,而本公司收到正式通知及保 單權益人的死亡證明後,我們會將期滿保障餘額一筆過給付 予保單權益人的遺產。

若保單權益人選擇於年金期內提前終止以年金方式支付期滿 保障,我們將一筆過支付保單權益人期滿保障餘額。

所有本保單下的義務和責任將於我們於以選項一(一筆過支付)或選項二(年金方式支付)全數支付期滿保障後完全終止及解除。

2.9 **Surrender Benefit**

You may surrender this Policy to the Company for its surrender value.

Such surrender value shall equal to:

- (i) Guaranteed Cash Value at time of surrender; less (ii) any Indebtedness.

The request for surrender must be submitted in a written notice satisfactory to us. We reserve the right to defer payment of the surrender value for a period not exceeding six (6) months from the effective date of surrender.

Upon surrender, this Policy shall terminate and the Company shall have no further liability under this Policy.

退保保障

您可向本公司退還本保單以取得本保單的退保價值。

退保價值應等於:

- (i) 退保時的保證現金價值;減
- (ii) 任何欠款。

退保要求必須以令我們滿意的書面通知遞交給我們。我們保 留延遲發放退保價值的權利, 惟最遲不得超過自退保生效日 起計六(6)個月。

一經退保, 本保單即告終止, 而本公司於本保單下亦無進一 步責任。

III. Loan Provisions 貸款條款

3.1 Policy Loan

While this Policy is in force, you may request a loan from the Company under this Policy by submitting a written request satisfactory to us at any time.

The amount available for loan shall not exceed the maximum policy loan amount (90% of the Guaranteed Cash Value) less any Indebtedness.

We reserve the right to defer the granting of the loan for a period not exceeding six (6) months from the date of your request for the loan.

If the outstanding loan including interest owing to us under this Policy exceeds 100% of the total Guaranteed Cash Value (which means no Non-forfeiture Value remains), this Policy automatically terminates.

3.2 Loan Repayment

All or part of a loan together with accrued interest may be repaid at any time while this Policy is in force.

At the time of settlement, any Indebtedness shall be deducted from the amount otherwise payable under this Policy.

3.3 Interest on Loan

The Company will charge interest on the principal of all loans made under this Policy at a rate determined by the Company in its absolute discretion from time to time. Interest will accrue daily and, if not paid by the end of the Policy Year, will be added to the principal of the loan for the purposes of calculating interest charges for the next Policy Year.

保單貸款

於本保單有效期間,您可在任何時間向本公司遞交令我們滿 意的書面通知,申請本保單下的貸款。

可供貸款的金額不能多於最高保單貸款金額(保證現金價值的 90%)減去任何欠款。

我們保留延遲發放貸款的權利,惟不得超過自您申請貸款的 日期起計六(6)個月。

若在本保單之下所欠本公司的未償還總貸款金額包括利息超 出總保證現金價值的 100%(指沒有剩下不能作廢價值),本 保單將自動終止。

償還貸款

於本保單有效期間,任何時候都可償還全部或部份貸款及累 計利息。

在本保單有任何給付時,任何欠款將會從應付金額中扣除。

貸款利息

本公司將根據本保單之下所有貸款的本金計算利息, 息率由 本公司按絕對酌情權不時決定。利息將於每天結算, 若於保 單年度結束時尚未支付, 累積利息則撥加於本金, 以計算下 一個年度的利息。