

**WELL SAVE 5-YEAR ENDOWMENT PLAN 2**  
**喜盈於「息」五年儲蓄保障計劃 2**

**I. General Provisions 一般條款**

**1.1 Definitions**

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

**釋義**

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。

<b>Age</b>	means age of the Life Insured on last birthday.	<b>年齡</b>	指受保人的足歲數。
<b>Application</b>	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.	<b>投保書</b>	指由受保人本人及/或保單權益人或其他人士代表其作出的人壽保險投保書、任何聲明、體格檢驗證明、問卷及其他之陳述。
<b>Basic Plan</b>	means the basic plan specified as such in the Policy Schedule.	<b>基本計劃</b>	指於承保表指明的基本計劃。
<b>Beneficiary</b>	means a person or persons (if any) designated by the Policyowner to receive the Proceeds upon death of the Life Insured.	<b>受益人</b>	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）。
<b>Benefit Term</b>	means the period specified in the Policy Schedule during which the benefits under the Benefits Provisions are payable.	<b>保障年期</b>	指於承保表指明的保障年期，而在該期間內按保障條款該付予利益保障。
<b>Company, we, us or our</b>	means Well Link Life Insurance Company Limited.	<b>本公司、我們或我們的</b>	指立橋人壽保險有限公司。
<b>Death Benefit</b>	means the benefit payable pursuant to Clause 2.1 under the Benefits Provisions.	<b>身故賠償</b>	指根據保障條款內第 2.1 條應付的利益。
<b>Grace Period</b>	means such period as determined by the Company in its absolute discretion in accordance with Clause 3.2 under the Premium Provisions.	<b>寬限期</b>	指本公司按絕對酌情權根據保費條款內第 3.2 條而設定的期間。
<b>Guaranteed Cash Value</b>	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.	<b>保證現金價值</b>	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保證現金價值。
<b>Hong Kong</b>	means the Hong Kong Special Administrative Region.	<b>香港</b>	指香港特別行政區。
<b>Indebtedness</b>	means all unpaid loans on this Policy, including any interest due and accrued.	<b>欠款</b>	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。
<b>Life Insured</b>	means the person as named in the Policy Schedule whose life is insured by the Company under this Policy.	<b>受保人</b>	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。
<b>Maturity Date</b>	means the date as shown in the Policy Schedule when this Policy will mature.	<b>期滿日</b>	指註明於承保表內本保單將期滿的日期。
<b>Non-forfeiture Value</b>	means at any relevant time, the amount equals to the sum of the Guaranteed Cash Value less any Indebtedness.	<b>不能作廢價值</b>	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。
<b>This Policy</b>	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.	<b>本保單</b>	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。
<b>Policyowner, you or your</b>	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.	<b>保單權益人、您或您的</b>	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（或並非自然人的實體）。

<b>Policy Anniversary</b>	means the same day and month as the Policy Date in each succeeding year after the Policy Date while this Policy remains in force. If the Policy Anniversary falls on the 29 <sup>th</sup> of February in a leap year, the Policy Anniversary in a non-leap year shall be 28 <sup>th</sup> February.
<b>Policy Date</b>	means the date specified as such in the Policy Schedule, according to which Policy Anniversary, Policy Years and Premium due dates are determined.
<b>Policy Issue Date</b>	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.
<b>Policy Schedule</b>	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.
<b>Policy Year</b>	means the period of twelve (12) months commencing from and including the Policy Date. Any subsequent Policy Year shall be for a period of twelve (12) months from the Policy Anniversary.
<b>Premium</b>	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.
<b>Premium Payment Term</b>	means the period specified in the Policy Schedule during which all the Premium payable should be paid.
<b>Proceeds</b>	means any benefits or amounts payable under the terms of this Policy.
<b>Sum Insured</b>	means the amount shown as such in the Policy Schedule and may be varied with the agreement of the Company from time to time.
<b>Table of Guaranteed Cash Values</b>	means the table headed "Table of Guaranteed Cash Values" issued together and formed part of the Policy Schedule.

## 1.2 The Entire Contract

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:

- (i) Death of the Life Insured;

<b>保單週年日</b>	指在本保單有效期內，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。
<b>保單日期</b>	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。
<b>保單簽發日期</b>	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生效。
<b>承保表</b>	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節。
<b>保單年度</b>	指由保單日期（包括保單日期當日）起計的十二(12)個月期間。其後的保單年度為保單週年日起計的十二(12)個月期間。
<b>保費</b>	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。
<b>保費繳費年期</b>	指承保表內指明的保費繳費年期，於該期間內應支付所有應付保費。
<b>保險金</b>	指根據本保單的條款應付的任何保障或給付金額。
<b>投保額</b>	指承保表內註明的投保額，此金額可在本公司同意下不時改變。
<b>保證現金價值表</b>	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」的列表。

## 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) 受保人身故；

- (ii) The Company approves the written request of the Policyowner for surrender;
- (iii) This Policy reaches the Maturity Date;
- (iv) This Policy lapses after the end of the Grace Period; 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 or date of any reinstatement, whichever is later;
- (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 date of any reinstatement, whichever is later; or
- (ii) The effective date of any increase in Premium (applicable to that 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.

- (ii) 本公司批准保單權益人書面要求退保;
- (iii) 本保單到達期滿日;
- (iv) 本保單於保費寬限期後失效; 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) 自保單簽發日期或恢復生效日(以較遲者為準)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) 保單簽發日期或恢復生效日(以較遲者為準); 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 which their "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。受讓人權利在一切時候均受制於任何欠款。

## 稅務及匯報

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 or a 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，以發送の確認記錄為憑證。

#### 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）或其他方式強制執行本保單。

#### 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) 102% of the total Premium paid at the date of Life Insured's death, provided that if the Life Insured is covered by one or more than one Well Save 5-Year Endowment Plan issued by the Company under the Well Save 5-Year Endowment Plan series, the sum payable under all such Well Save 5-Year Endowment Plan(s) shall be limited to the maximum amount of 100% of the total premium 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) USD12,500 or HKD100,000, whichever is higher, where there is a combination of plans denominated in USD and HKD;
- 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 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.

### 2.3 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.

### 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 102%，若受保人受保於一份或超過一份由本公司簽發於喜盈於「息」五年儲蓄保障系列下的喜盈於「息」五年儲蓄保障計劃，於所有喜盈於「息」五年儲蓄保障計劃的賠付總額，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) 如多個計劃組合同時以美元及港幣為保單貨幣，則為 12,500 美元或 100,000 港幣，以較高者為準；
- 或
- (b) 受保人身故日時的保證現金價值；
- 減
- (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。

### 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。

### 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. Premium Provisions 保費條款

#### 3.1 Payment of Premiums

All Premium shall be paid on or before their respective due dates to our Hong Kong office or through an authorized representative of the Company.

The mode of Premium payment may be changed in advance by filing a written notice satisfactory to the Company subject to the Company's minimum Premium requirements and prevailing rules which may be amended from time to time.

Any due and unpaid Premium shall be deducted from a benefit otherwise payable.

#### 3.2 Grace Period

A Grace Period of thirty-one (31) days is allowed from the due date for each Premium. Coverage under this Policy shall continue during the Grace Period.

If any Premium remains unpaid after the end of the Grace Period, this Policy shall lapse immediately unless the non-forfeiture option under Clause 3.3 below applies.

#### 3.3 Non-forfeiture Option

If a Premium is not paid by the end of the Grace Period and the Non-forfeiture Value is greater than zero, the following option automatically applies:

Option: **Surrender** -  
This Policy will be surrendered in accordance with Clause 2.3 under the Benefit Provisions.

#### 3.4 Reinstatement

If this Policy lapses under Clause 3.2 above or is surrendered pursuant to Clause 3.3 above, this Policy may be reinstated at any time, within two (2) years from the start of the Grace Period subject to the following conditions:

- (i) Submission of a written application for reinstatement satisfactory to the Company;
- (ii) Providing evidence of insurability as requested by the Company;
- (iii) Payment of all overdue Premiums with interests; and
- (iv) Repayment of all Indebtedness and the Non-forfeiture Value (if any) at times of lapsation.

Interest on Premiums and outstanding loans will be compounded annually at a rate declared from time to time by us to the date of reinstatement.

The application for reinstatement will form part of this Policy and the incontestability and suicide clauses will apply afresh from the effective date of reinstatement.

#### 繳付保費

所有保費應在到期日或之前繳付給本公司的香港辦事處或交予任何其授權代理人。

繳付保費的方式可予變更，惟必須事先提交本公司滿意的書面通知，並須受到可不時修訂的本公司通行規則所制約，亦須符合我們最低保費金額要求。

任何逾期未繳的保費將在應付的保障額中扣除。

#### 寬限期

每次保費繳費到期日起計有三十一(31)天寬限期，本保單下的保障在寬限期內繼續生效。

若寬限期過後仍未繳足保費，則除非下列第 3.3 條的不能作廢選項適用，否則本保單立即失效。

#### 不能作廢選項

若保費於寬限期屆滿時尚未被繳付，而不能作廢價值高於零，則下列選項適用：

選項：**退保** -  
本保單將按照保障條款內第 2.3 條退保。

#### 恢復生效

若本保單根據以上第 3.2 條失效或按以上第 3.3 條退保，本保單可在寬限期開始起兩(2)年內予以復效，惟須受制於以下條件：

- (i) 提交令本公司滿意的復效書面申請；
- (ii) 提供本公司要求的可受保證明；
- (iii) 繳付所有逾期未付保費（包含利息）；及
- (iv) 清還所有欠款及失效時的不能作廢價值（如有）。

保費及未償還貸款的利息以我們不時所宣佈的利率按年複息計算至保單復效日為止。

復效申請書將構成本保單的一部份，而不得異議條款及自殺條款將會自復效生效日期起重新計算。

## IV. Loan Provisions 貸款條款

### 4.1 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.

### 4.2 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.

### 4.3 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分貸款及累計利息。

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。