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## DEFINITIONS

Capitalized words or terms that appear in this document shall, unless the context otherwise provides, carry the meaning as defined below:

<b>Age</b>	means age at the nearest birthday.
<b>Application</b>	means the application document together with all supporting documents which were submitted to us by you for applying this Policy and which form part of the Policy.
<b>Basic Plan</b>	means the basic plan issued by the Company which is shown on the Policy Data Page.
<b>Beneficiary</b>	refers to the beneficiary as defined in Beneficiary Provision under the Policy.
<b>Company, we, our or us</b>	refers to Chubb Life Insurance Hong Kong Limited.
<b>Date of Issue</b>	means the date on which the coverage of this Policy becomes effective and which is shown on the Policy Data Page.
<b>Due Date</b>	means the date on which Premium is payable, that is (i) the Policy Date and (ii) where payments have been agreed by the Company to be made by you annually, which the date falling at corresponding yearly intervals after the Policy Date (where applicable) until the date specified on the Policy Data Page.
<b>Insured</b>	means the person whose life is insured and covered under this Policy, and referred to as such in the Policy Data Page or any subsequent endorsement of this Policy.
<b>Life Insurance Proceeds</b>	refers to the Life Insurance Proceeds as defined in Clause 26 under the Policy.
<b>Policy</b>	means the Basic Plan together with the Application, the Policy Data Page, and any endorsement or amendment made to the Policy which are duly signed by the Company's authorized signatory.
<b>Policy Data Page</b>	means the document attached to this Policy titled "Policy Data" which bears a Policy number for identification purpose.
<b>Policy Date</b>	means the date on which Policy anniversaries, Policy years, Policy months and Premium calculations are determined, and referred to as such on the Policy Data Page.
<b>Premiums</b>	means the Premium payable to the Company under this Policy.
<b>Schedule</b>	means the Premium Schedule appearing on the Policy Data Page.
<b>Sum Assured</b>	means the sum assured of the Basic Plan specified on the Policy Data Page or any subsequent endorsement, whichever is later.
<b>Term of Policy</b>	means the Term of Policy specified on the Policy Data Page.
<b>Owner, you or your</b>	means the person who owns this Policy, and referred to as such on the Policy Data Page or any subsequent endorsement of this Policy.

## GENERAL PROVISIONS

### 1. CONSIDERATION

- 1.1 In consideration of the payment of the Premium and on the basis of all information, medical evidence, statements, declarations submitted to the Company, the Company hereby agrees to issue this Policy to cover the Insured and provide for benefits in accordance with the terms and conditions of the Policy.
- 1.2 This Policy constitutes the entire contract between you and us.

### 2. GOVERNING LAW

Unless otherwise stated to the contrary, this contract is governed by and construed according to the laws of the Hong Kong Special Administrative Region.

### 3. RIGHTS OF THIRD PARTIES

The Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) does not apply to this Policy, and only the Company and the Owner or their authorized representatives can enforce the terms of this Policy.

### 4. SANCTION LIMITATION AND EXCLUSION CLAUSE

Whenever coverage, benefit or claim payment provided by this contract would be in violation of the United Nations Resolutions or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom, Hong Kong or United States of America, such coverage, benefit or claim payment shall be null and void.

### 5. CURRENCY

- 5.1 All amounts payable to us shall be payable in the currency stated on the Policy Data Page, or its Hong Kong Dollar equivalent, and can be made by cash, check or money order.
- 5.2 All amounts payable by us shall be payable by check in the currency stated on the Policy Data Page, or its Hong Kong Dollar equivalent.

### 6. AMENDMENT OF TERMS AND CONDITIONS

- 6.1 We reserve the right to amend the terms and conditions of this Policy at any time pursuant to any applicable legislation effective during the term of the Policy by giving written notice to you.
- 6.2 This Policy is subject to any amendment set out in subsequent endorsements issued by us.

### 7. CHANGE OF PERSONAL PARTICULARS

- 7.1 You shall inform us in writing without delay of any change of your personal particulars.
- 7.2 Such change shall only be effective on a date advised by us in writing.

### 8. INCONTESTABILITY

- 8.1 Except for material misrepresentation, fraud or non-disclosure, we shall not contest:
- a. the Policy after it has been in force during the lifetime of the Insured for two (2) years from the Date of Issue
- 8.2 If the Company contests the Policy for material misrepresentation, fraud or non-disclosure, any and all the monies paid to us under the Policy will be forfeited.

### 9. SUICIDE EXCLUSION

- 9.1 If the Insured commits suicide, while sane or insane, within one (1) year of the Date of Issue, the coverage of the Policy shall end.
- 9.2 Notwithstanding any other terms and conditions of the Policy to the contrary, the only amount payable under the Policy shall be the total Premium(s) paid to us without any interest, less any amount which has been paid to you by the Company under this Policy.

### 10. AGE AND SEX

- 10.1 If the Age or sex of the Insured has been misstated, we shall adjust the benefit amount under the Policy accordingly. If the adjustment results in an increase in any benefit amount under the Policy, the Company shall have the discretion not to increase the benefit amount under the Policy and refund the overpaid Premium, if applicable.
- 10.2 Notwithstanding the above, if the Company determines that the Insured would not have been eligible for insurance coverage under the Policy if the correct Age or sex had been known to the Company at the time the Policy was originally issued, we shall terminate the Policy, and our liability shall be limited to a refund of the total Premium(s) paid to us without any interest, less any amount which has been paid to you by the Company under this Policy.

## 11. INDEBTEDNESS

- 11.1 If there is any indebtedness (including outstanding Premium) owing by you to us up to the date of any payment made by us under this Policy (including claim payment) or the date on which this Policy lapses, you shall pay such indebtedness to us before receiving any payment from us under this Policy.
- 11.2 Notwithstanding anything herein contained, we reserve the right to set off any indebtedness (including outstanding Premium) owing by you to us from any amount payable by us to you under this Policy without prior notice.

## 12. COOLING-OFF PERIOD

Within a period of twenty-one (21) calendar days immediately following either the day of delivery of the Policy or a notice informing you or your nominated representative about the availability of the Policy and the expiry date of the cooling-off period, whichever is earlier, you may cancel this Policy. If the last day of the 21-calendar day period is not a working day, the cooling-off period shall include the next working day. In cancelling this Policy, you have to submit a signed notice and return the Policy document (if any) to us. Upon such cancellation of this Policy, we will refund the total amount of Premium(s) without any interest, less any amount paid to you by the Company under this Policy, in the original currency paid by you, subject to any fluctuation of exchange rate upon cancellation, provided that the amount refunded will not exceed the total amount you paid in the original currency under this Policy.

## 13. CLERICAL ERROR

Clerical errors by the Company shall not invalidate insurance otherwise validly in force, nor continue insurance otherwise not validly in force, and the Policy shall be construed as if any such clerical errors have not been committed.

## 14. LEGALITY

If any term or condition of this Policy shall be determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, it shall not affect the legality, validity or enforceability of any other term or condition of the Policy.

## 15. NOTICE

- 15.1 You are deemed to have received a notice given by the Company forty-eight (48) hours after the notice is posted to your address last known to us in our record if the address is in Hong Kong or is deemed to have received the notice after the usual lapse of time when mail should be received by the addressee from the sender in the normal course of air-mail when the notice is sent to your last known address outside Hong Kong.
- 15.2 All written notice or information given to us by you under the Policy shall be deemed received provided it is sent to and received by our Hong Kong office as stated on the back page of the Policy cover or last known business address of the Company, provided that the written notice or information is:
- signed by you;
  - in a form prescribed by us or in other ways acceptable to us; and
  - satisfactory to us.

## 16. INTERPRETATION

- 16.1 Reference to Clauses is to clauses of this Policy. Headings are inserted for convenience of reference only and shall not affect the interpretation of this Policy.
- 16.2 Unless the context otherwise provides, the singular of a term shall include the plural of the term and the masculine shall include the feminine and vice versa.

## 17. TERMINATION

This Policy and the coverage under this Policy shall be automatically terminated on the occurrence of the earliest of the following:

- lapse of the Policy;
- the Insured's death;
- upon your written request for cancellation;
- on the expiry date of the Basic Plan as specified on the Policy Data Page;
- upon conversion of all of the Sum Assured to a new policy;
- when the remaining Sum Assured after converting part of the Sum Assured to a new policy is less than the minimum limit determined by the Company; or
- the Terminal Illness Benefit is paid under Clause 29 of the Policy.

## POLICY OWNERSHIP PROVISION

### 18. OWNERSHIP

While this Policy is in force, you are the Owner of this Policy and can exercise all rights, privileges and options provided under this Policy.

### 19. SUCCESSOR OWNER

- 19.1 A successor owner ("Successor Owner") can be named in the Application, or in a written notice to us. Such naming is valid only if recorded by us and approved by us and an endorsement has been issued by us in relation thereto. We shall not be responsible for any payments we make or other actions we take before the naming is valid.
- 19.2 The Successor Owner shall become the new Owner when you die. If no Successor Owner is named or if a Successor Owner fails to survive you, your estate shall become the new Owner when you die.
- 19.3 Naming a new Successor Owner cancels any prior record of Successor Owner, but does not change the record of the Beneficiary.

### 20. CHANGE OF OWNERSHIP

- 20.1 When this Policy is in force, you may change the Owner of this Policy, from yourself to a new Owner, in a written notice to us. Such change is valid only if recorded by us and approved by us and an endorsement has been issued by us in relation thereto. We shall not be responsible for any payments we make or other actions we take before the change becomes valid.
- 20.2 When the change becomes valid, all rights of ownership in this Policy shall pass to the new Owner.
- 20.3 Changing the Owner cancels any prior record of Successor Owner, but does not change the record of the Beneficiary.

## BENEFICIARY PROVISION

### 21. NAMING OF BENEFICIARY

- 21.1 One (1) or more Beneficiaries can be named in the Application, or in a written notice to us.
- 21.2 If you have designated more than one (1) Beneficiary, the Life Insurance Proceeds shall be paid to the Beneficiaries in the proportion as specified by you. If you have not specified the proportion of the Life Insurance Proceeds to be paid to each Beneficiary or all the proportions added up to a figure other than one hundred percent (100%), we shall have the discretion to pay the Life Insurance Proceeds to all the Beneficiaries in equal shares.

### 22. REVOCATION OF BENEFICIARY

- 22.1 You may at any time, in a written notice to us, revoke the designation of any Beneficiary without the Beneficiary's consent and designate any person as a new Beneficiary provided that:
  - a. the revocation or designation is made while the Policy is in force; and
  - b. before the death of the Insured.
- 22.2 We shall not assume any responsibility for the validity of any designation or revocation of Beneficiary. Such designation or revocation shall only be effective after we have received the written notice and recorded such change.

### 23. MINOR BENEFICIARY

- 23.1 If you designate a Beneficiary who is a minor at the time of designation, you shall appoint a trustee for the purposes of receiving the Life Insurance Proceeds on behalf of the Beneficiary.
- 23.2 If the Beneficiary continues to be a minor at the time of payment, the Life Insurance Proceeds shall be paid to the trustee. If no trustee has been appointed, the Life Insurance Proceeds shall be paid to the guardian of the Beneficiary.
- 23.3 If the Beneficiary ceases to be a minor at the time of payment, the Life Insurance Proceeds shall be paid to the Beneficiary.

### 24. DEATH OF BENEFICIARY

- 24.1 Unless otherwise stated herein:
  - (i) if there exists deceased Beneficiary(ies) at the time of the Insured's death, the deceased Beneficiary's share in the Life Insurance Proceeds will be divided proportionately among the surviving Beneficiary(ies);
  - (ii) if no Beneficiary survives on the death of the Insured, you shall be entitled to the Life Insurance Proceeds if you are alive, otherwise to your estate.
- 24.2 If the Beneficiary / any of the Beneficiaries dies:
  - (i) at the same time as the Insured, or
  - (ii) within fifteen (15) days after the death of the Insured and before we receive proof of the Insured's death, we shall pay the Life Insurance Proceeds as if that Beneficiary dies before the Insured.

## 25. DISCHARGE

Our payment of the Life Insurance Proceeds to the Beneficiary, the trustee, or guardian of such Beneficiary, or anyone lawfully entitled to the Life Insurance Proceeds shall be a discharge to us for the same and shall be final and conclusive evidence that the Life Insurance Proceeds payable under this Policy has been duly received by the person entitled to the same and that all claims and demands whatsoever against us under this Policy have been fully satisfied.

### LIFE INSURANCE PROCEEDS PROVISION

## 26. LIFE INSURANCE PROCEEDS

- 26.1 Provided that the Basic Plan is in force at the time of death of the Insured, we shall pay the Life Insurance Proceeds in one lump sum to the Beneficiary after we have received, verified and approved satisfactory proof of:
- the Insured's death;
  - all other relevant evidence of the claim; and
  - identity of the Beneficiary and/or the payee.
- 26.2 The Life Insurance Proceeds payable shall be one hundred percent (100%) of the Sum Assured.
- 26.3 Life Insurance Proceeds paid in one lump sum will bear interest compounded each year from the Insured's death to the date of payment at the interest rate determined by us from time to time.
- 26.4 Once the Life Insurance Proceeds are paid to the Beneficiary, we are released from any further liability of this Policy and this Policy is considered as cancelled and surrendered.

### CONVERSION PROVISION

## 27. CONVERSION OF TERM INSURANCE

While this Policy is in force and effective after five (5) policy years or above and provided the Insured is still alive, you can convert the Basic Plan, prior to the Policy anniversary when the Insured is at Age sixty-five (65), to any of our participating whole life or endowment plans then offered and determined by the Company, without evidence of insurability on the Insured. The Premium for the Policy must be paid to the date of conversion and all documents and payments required for the new policy must be received. Any converted term insurance ends when the new policy takes effect. If only a part of the Sum Assured is converted, the remaining Sum Assured can only be continued subject to our minimum limit. If it does not meet those limits, this Policy will end at the time the new policy takes effect.

## 28. NEW POLICY

The policy date of the new policy will be the date of conversion. In the general provisions of the new policy, suicide exclusion and the incontestability provision will start on the Date of Issue of this Policy. The premium for the new policy will be based on the Insured's Age and the premium rate of the new policy at the date of conversion with the risk classification same as this Policy.

## TERMINAL ILLNESS BENEFIT PROVISION

### 29. TERMINAL ILLNESS BENEFIT

While the Policy is in force, we shall pay the Advance Payment in accordance with the provisions and limitations contained in this Policy if the Insured is diagnosed with a Terminal Illness.

### 30. DEFINITIONS

In this Provision:

<b>Advance Payment</b>	means one hundred percent (100%) of the Sum Assured of the Policy.
<b>Registered Medical Practitioner</b>	means only a person qualified by a degree in western medicine legally authorized in the geographical area of his practice and registered in accordance with the Medical Registration Ordinance (Chapter 161, Laws of Hong Kong) or its equivalent in that person's place of practice to practice medicine or to render medical or surgical services or to perform surgery acceptable to us but excluding Registered Medical Practitioner who is the Insured himself and/or Owner and/or Beneficiary(ies), an insurance agent, business partner(s), employer/employee of the Insured and/or Owner and/or Beneficiary(ies), the immediate family member of the Insured and/or Owner and/or Beneficiary(ies) or related by blood or marriage or adoption to the Insured and/or Owner and/or Beneficiary(ies).
<b>Registered Specialist</b>	means a practitioner registered in the Specialist Registry of the Medical Council of Hong Kong or equivalent and qualified to practice specialist care according to the qualified specialty in the geographical area in which service was provided but excluding a Registered Specialist who is the Insured himself and/or Owner and/or Beneficiary(ies), an insurance agent, business partner(s), employer/employee of the Insured and/or Owner and/or Beneficiary(ies), the immediate family member of the Insured and/or Owner and/or Beneficiary(ies) or related by blood or marriage or adoption to the Insured and/or Owner and/or Beneficiary(ies).
<b>Pre-existing Condition</b>	means <ol style="list-style-type: none"><li>1. any congenital condition which was diagnosed or for which the signs or symptoms were evident; or</li><li>2. any condition of illness which existed or was existing, or the cause or signs or symptoms of which existed or were existing or evident, or which the Insured suffered or was suffering from,</li></ol> prior to or within the period of sixty (60) days from the latest of the Date of Issue of this Policy.
<b>Terminal Illness</b>	means a medical condition of the Insured: <ol style="list-style-type: none"><li>(a) the signs or symptoms of which first occur or commence after ninety (90) days of continuous cover under this Provision; and</li><li>(b) for which the diagnosis is supported by evidence of the medical condition which is satisfactory to us (including but not limited to clinical, radiological and laboratory evidence); and</li><li>(c) for which the conclusive diagnosis (with written confirmation) is provided by a Registered Specialist or an independent Registered Medical Practitioner in the appropriate medical specialty, of a condition that death is highly probable within twelve (12) months ("Terminal Illness Period") and medical opinion has rejected active therapy in favour of the relief of symptoms. This decision must be confirmed by the medical advisor appointed by us.</li></ol>

### 31. LIMITATIONS

- a. The availability of cover under this Provision is subject to all the terms of the Policy (including, without limitation, terms relating to incontestability and suicide).
- b. No Advance Payment will be payable under this Provision under any Pre-existing Condition other than for Pre-existing Condition(s) of the Insured declared to the Company prior to Date of Issue and the Company has agreed to cover the Pre-existing Condition.
- c. No Advance Payment will be payable under this Provision where, the Terminal Illness results from or is related (directly or indirectly) to Acquired Immune Deficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV).
- d. No Advance Payment will be payable for Terminal Illness resulting from attempted suicide or intentionally self-inflicted injury while sane or insane.

### 32. NOTICE OF CLAIM

We must be notified in writing within sixty (60) days from the date after the initial diagnosis of Terminal Illness in the event of any claim other than the claim for Life Insurance Proceeds and failure to do so may invalidate a claim unless it can be shown that it was not reasonably possible to give such notice and that notice was given as soon as was reasonably possible. Admission of any claim will be subject to the proof as required to be provided by you or the Insured within one hundred and eighty (180) days from the date of the initial diagnosis.

### 33. PROOF OF CLAIM

- 33.1 The claimant shall at his own expense provide to us all necessary information, documents and medical evidence, as we may from time to time require in connection with any claim under this Policy and in the form prescribed by us.
- 33.2 No Advance Payment will be payable unless you have provided to our satisfaction such proof of a confirmed diagnosis of Terminal Illness by a Registered Specialist or an independent Registered Medical Practitioner acceptable to us, as the case may be, and supported by clinical, radiological, histological and laboratory evidence as may be requested by the Company. The original documentation and receipts together with a fully completed claim form must be submitted. Photocopies are not acceptable.
- 33.3 If proof was not given within the time specified, it must be shown that proof was given as soon as reasonably possible, otherwise we will not pay the benefit.
- 33.4 A claim shall not be invalidated if it was not reasonably possible for you to furnish such proof within the time specified. The cost incurred in providing such proof and medical examination shall be borne by you.
- 33.5 Any of our medical advisors shall be allowed to examine the Insured (as the case may be) in the manner and at any time we may require at our cost.
- 33.6 If we shall disclaim liability to you for any reason, in no case shall we be liable in respect of such claim after the expiration of twelve (12) months from the date of such disclaimer unless the claim is the subject of pending court action.

## PREMIUM PROVISION

### 34. PAYMENT OF PREMIUM

- 34.1 Each Premium is payable, while the Insured is alive, on or before its relevant Due Date. Premium(s) are payable at our Hong Kong office and will be payable in advance up to the paid-up date(s) specified on the Policy Data Page.
- 34.2 The Basic Plan will be fully paid-up from the relevant paid-up date(s) specified on the Policy Data Page, provided that all Premium(s) have been paid in full by the all the relevant Due Date(s) until the relevant paid-up date(s).
- 34.3 Premium(s) for this Policy can be paid in annual payment mode as agreed by us.

### 35. GRACE PERIOD

We allow a grace period ("Grace Period") of thirty-one (31) days from the relevant Due Date for payment of each Premium. All insurance coverage continues during this Grace Period.

### 36. NON-PAYMENT OF PREMIUM

If a Premium is not paid by the end of the Grace Period, this Policy will lapse. All coverage under this Policy shall be automatically terminated at the time of lapse.

### 37. RENEWAL OF POLICY

While this Policy is in effect and upon the end of each Term of Policy, it can be renewed for the same term up to the day prior to the Policy anniversary when the Insured attains Age eighty-five (85) without evidence of insurability by paying Premiums in accordance with the Premium rate in effect on the date of renewal. Premium rates for this Policy are not guaranteed and the Company reserves the right to review and adjust the premium rates for this Policy from time to time upon a prior written notice to the Owner.

In the event the period from the end of Term of Policy to the expiry date as stated on the Policy Data Page is shorter than the Term of Policy, the Policy will be renewed annually up to the day prior to the Policy anniversary when the Insured attains Age eighty-five (85) without evidence of insurability by paying Premiums in accordance with the Premium rate in effect on the date of renewal.

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## 定義

除非另有述明，否則在本文出現的定義詞語或條款，將具有以下的特定釋義：

「年齡」	指最接近生日之年歲。
「申請書」	指您提交給與本公司以作申請保單之申請文件及所有證明文件，此等文件為保單之一部份。
「基本計劃」	指由本公司簽發並於保單資料頁上列明之基本計劃。
「受益人」	指本保單受益人條款下規定的受益人。
「本公司，我們」	指安達人壽保險香港有限公司。
「簽發日」	指保單內所列保障的生效日期，此日期於保單資料頁上列明。
「到期日」	指當每次保費繳付日期，即每個 (i) 保單日期及 (ii) 在本公司同意下，您以每年的形式繳付，在保單日期後相隔一 (1) 年之相對日期，直至保單資料頁上指定之日期為止。
「受保人」	指本保單內所受保障的人士，而受保人亦列明在保單資料頁內或任何其後附加批註。
「人壽保險金」	指本保單條款 26 下規定的人壽保險金。
「保單」	指基本計劃、申請書、保單資料頁及任何經本公司授權人簽署的批註或保單的改動。
「保單資料頁」	指附於保單內，頁首列有「保單資料」的文件。頁上印有保單編號，以茲識別。
「保單日期」	指用作介定保單週年、保單年期、保單月份及保費計算的日期；此日期顯示在保單資料頁上。
「保費」	指按保單下應支付予本公司的保費。
「計劃表」	指保單資料頁內之「保費表」。
「保障額」	指於保單資料頁或任何其後附加批註上（以較後者為準）所指定之基本計劃的保障額。
「保單年期」	指於保單資料頁上所指定之保單年期。
「保單持有人，您」	指擁有保單之人士，此人上顯示在保單資料頁或任何其後附加批註上。

## 一般條款

### 1. 根據

1.1 根據已支付的保費及提交予本公司的所有資料、醫療證據、陳述書及聲明，本公司同意簽發保單以承保受保人，並按保單細則及條款，支付有關的保障。

1.2 保單將構成本公司和您立約雙方的整體合約。

### 2. 遵照法律

除非另有訂明，本契約乃依據香港特別行政區之法律監管及解釋。

### 3. 第三者權利

《合約（第三者權利）條例》（香港法例第 623 章）並不適用於本保單，只有本公司及保單持有人或其授權代表可以行使本保單之條款。

### 4. 制裁限制與除外條款

但凡根據本合約下提供之保障、保障利益或索償會違反聯合國決議或歐洲聯盟、英國、香港或美國的經濟貿易制裁、法律或法規，該保障、保障利益或索償即屬無效。

### 5. 貨幣

5.1 任何金額必須根據保單資料頁指定之貨幣或同等香港幣值以現金、支票或匯票形式支付予本公司。

5.2 本公司將根據保單資料頁指定的貨幣或同等之香港幣值以支票發放金額。

### 6. 更改細則及條款

6.1 本公司有權根據於保單有效期間內所適用的法律，給予您書面通知隨時更改保單的細則及條款。

6.2 此保單內的條款及資料，須受限於所有本公司後加於附加批註內之修改。

### 7. 個人資料變更

7.1 如您的個人資料有任何變更，您須立即以書面通知本公司有關之更改。

7.2 您的個人資料的變更將會依據本公司向您發出的確認通知書上的日期生效。

### 8. 不得爭議

8.1 除誤導重要事實、欺詐或隱瞞外，本公司不得：

a. 從簽發日起計，受保人壽期間基本計劃持續有效超過兩（2）年後，對保單提出異議。

b.

8.2 若本公司因誤導重要事實、欺詐或隱瞞而爭議保單，本公司根據保單收取的任何及所有款項將被沒收。

### 9. 自殺的豁免責任

9.1 若受保人從簽發日起計，一（1）年內自殺身故，不論當時神志清醒與否，本公司將終止保單內的保障。

9.2 儘管有其他細則及條款，本公司將只支付所有已繳保費（不包括任何利息），並扣除本公司根據保單給您發放的任何金額。

### 10. 年齡及性別

10.1 如受保人的年齡或性別被錯誤陳述，本公司將會相應地調整保障金額。倘若調整後導致保障金額增加，本公司有酌情決定權，不增加保障金額及退回多付的保費（如適用者）。

10.2 儘管有上述規定，倘若本公司認為於保單最初簽發時或由本公司批准更改受保人時（視屬何情況者而定），如本公司知悉受保人的年齡或性別，已令受保人不符合保單的投保資格，則本公司會終止保單，而本公司的責任只限於退回所有已繳保費（不包括任何利息），並扣除本公司根據保單給您發放的任何金額。

## 11. 負債

- 11.1 當本公司根據保單給您發放任何金額（包括索償金額）或當保單失效時，如您有負債（包括未繳清之保費），您必須先償還負債，才可獲本公司發放有關之金額。
- 11.2 儘管有上述規定，本公司保留權利在任何根據保單給您發放的金額中，扣除您未償還的負債（包括未繳清之保費），而不作事先通知。

## 12. 冷靜期

您可於緊接保單交付予您或您的指定代表，或緊接該有關可以領取保單以及冷靜期屆滿日的通知書交付予您或您的指定代表之日起計的二十一（21）個曆日的期間（以較先者為準）取消保單。若第二十一（21）個曆日當天並非工作天，則冷靜期包括隨後的首個工作天。在取消保單時，您必須提交簽署聲明及退還保單（如有）給我們。保單取消時，本公司將以您原先繳付的貨幣退回所有已繳的保費總額（不包括任何利息），及扣除本公司根據保單給您發放的任何金額，而退回的所有已繳保費須受於取消保單時之匯率波動所影響。退款金額將以您原先於此保單繳付的貨幣並以當時所繳金額作上限。

## 13. 筆誤

本公司造成的任何筆誤，將不會令原已生效的保單失效，或令任何已失效的保單繼續生效，而在解釋保單時，應視該等筆誤沒有發生。

## 14. 合法性

若保單的任何細則或條款，經具有司法管轄權的法院裁定為不合法、無效或不可強制執行，保單的其他細則及條款將不會因此而受到影響。

## 15. 通知

- 15.1 本公司將依據記錄在本公司的您的最後登記地址寄發通知。就香港地址而言，您在本公司寄發通知四十八（48）小時後被視為收妥通知，或就香港以外地址而言，在發件人以空郵方式寄出有關通知後收件人一般應收到通知的時間，您被視為收妥通知。
- 15.2 如您呈交的通知或資料是寄到保單後頁指定的香港辦事處或已知地址，所有您給予本公司有關保單的通知或資料將被當作已由本公司收妥，而該通知或資料必須：
- 有您的簽署；
  - 運用本公司所指定的表格，或其他本公司可接受的方式；及
  - 為本公司滿意的。

## 16. 詮釋

- 16.1 凡提及條款，指保單的條款。僅就方便參考起見，保單已加入標題。有關標題不應影響保單的詮釋。
- 16.2 除文意另有所指外，意含單數之詞語將包括複數，而所有陽性詞語亦包括陰性含意，反之亦然。

## 17. 終止

在下列任何情況下（以最新者為準），此保單及此保單提供的保障將自動終止：

- 保單失效；
- 受保人身身故；
- 您以書面要求取消保單；
- 按保單資料頁上列明的基本計劃的屆滿日；
- 全數保障額轉換至新保單；
- 在部份保障額轉換至新保單後，餘下之保障額少於本公司訂下之最低標準；或
- 已支付因此保單條款 29 之末期疾病保障。

### 保單擁有權條款

## 18. 擁有權

當保單仍然生效時，您是保單持有人，並可行使保單條款下的一切權利、特權及選擇權。

## 19. 繼任持有人

- 19.1 您可於申請書內，或以書面通知本公司所指定之繼任持有人（「繼任持有人」）。所有指定繼任持有人必須得到本公司記錄在案及批准及就其作出附加批註後，方始生效。在指定繼任持有人的要求生效前，本公司就所發出的任何款項或採取之行動均無須負上任何責任。
- 19.2 當您身故，繼任持有人便成為新的持有人。但若沒有指定的繼任持有人或繼任持有人比您較早身故，您的遺產便成為新的持有人。

19.3 指定一位新的繼任持有人，將取消過往任何繼任持有人之紀錄，唯受益人之紀錄則不變。

## 20. 更改持有權

20.1 當保單仍然生效時，您可以更改保單持有人，由您更改至新的保單持有人。所有更改保單持有人的要求必須得到本公司記錄在案及批准及就其作出附加批註後，方始生效。在更改保單持有人的要求生效前，本公司就所發出的任何款項或採取之行動均無須負上任何責任。

20.2 當更改生效後，保單擁有權將全歸新的保單持有人。

20.3 更改一位新的保單持有人，將取消過往任何繼任持有人之紀錄，唯受益人之紀錄則不變。

## 受益人條款

### 21. 指定受益人

21.1 在申請書內，您可指定一（1）位或以上的受益人；或以書面通知本公司。

21.2 若您指定多於一（1）位受益人，人壽保險金將會按您指定的比例支付予受益人。倘若您並未指定支付予各受益人的人壽保險金比例，或所有比例的總和不等於百分之一百（100%），則本公司有酌情決定權，將人壽保險金的金額平均支付予各受益人。

### 22. 撤銷受益人的指定

22.1 您可隨時以書面通知本公司撤銷任何受益人的指定，而毋須得到受益人的同意，並可指定任何人士作為新的受益人；唯：

- a. 撤銷或指定受益人時，保單仍然生效；及
- b. 受保人須仍健在。

22.2 本公司毋須對受益人的指定或撤銷的有效性，承擔任何責任。任何受益人的指定或撤銷須以書面形式及經本公司記錄在案，方為有效。

### 23. 未成年的受益人

23.1 若您指定的受益人於指定時尚未成年，您必須委托一位受託人以代表受益人領取人壽保險金。

23.2 若受益人於人壽保險金支付時尚未成年，人壽保險金將會支付予該受託人。若沒有指定的受託人，人壽保險金將會支付予受益人的監護人。

23.3 倘若受益人於人壽保險金支付時已成年，人壽保險金將會支付予受益人。

## 24. 受益人身故

24.1 除非另有說明：

- (i) 若有受益人比受保人較早身故，屬於已身故受益人之人壽保險金的份額會按比例分配予在生之受益人；
- (ii) 若所有受益人比受保人較早身故，您若在生便可獲取人壽保險金，否則該人壽保險金則撥入您的遺產。

24.2 若受益人/任何受益人：

- (i) 與受保人同時身故；或
- (ii) 在本公司收到受保人身故的死亡證明前及受益人於受保人死後之十五（15）天內身故，本公司則當作受益人比受保人較早身故發給人壽保險金。

## 25. 責任解除

本公司出示由受益人、受託人、受益人的監護人或任何人合法地有權獲得人壽保險金的簽署的收據，即為本公司就在保單下應付的人壽保險金的責任已獲解除。該等收據應被視為最終及不可推翻的證據，證明有權收款的人士已收受該人壽保險金，且所有根據保單向本公司提出的索償及要求均已被圓滿滿足。

### 人壽保險金條款

## 26. 人壽保險金

- 26.1 本公司收到、核實和批准下述本公司滿意的證明後，如基本計劃在受保人身故時仍然生效，本公司便將發放一次性的人壽保險金給受益人：
  - a. 受保人身故；
  - b. 所有其他有關索償的證據；及
  - c. 受益人及/或收款人的身份。
- 26.2 人壽保險金相等於保障額的百分之一百（100%）。
- 26.3 以全數一次付清方式發給的人壽保險金，由受保人身故至該金額發出期間，可獲利息給付。此利息以複息每年計算；年利率由本公司不時釐定。
- 26.4 當人壽保險金發給受益人後，本公司毋須對此保單再負上任何責任，保單亦等同被取消及終結。

### 轉換條款

## 27. 轉換定期保險

在保單生效期間，並已生效五(5)個保單年度或以上，若受保人仍然在生，您可在受保人年齡為六十五（65）歲的保單週年日前轉換基本計劃為當時本公司所提供及釐定的終身人壽分紅保險或儲蓄計劃，而毋須提交受保人任何可受保證明。本保單的保費必須繳付至轉換日，而新保單所需之一切文件及款項亦必須繳交。當新保單生效後，任何所轉換的定期保險立即終止。若您只將部份保障額轉換，餘下之保障額必須合乎本公司訂下之最低標準，方可繼續生效。否則本保單將於新保單生效時終止。

## 28. 新保單

新保單之保單日期為本保單轉換日。新保單一般條款內的自殺豁免責任及不得提出異議條款，將由本保單簽發日起開始生效。新保單的保費將根據受保人當時年齡、轉換日之保費率，以及與本保單相若風險分類來釐定。

### 末期疾病保障條款

## 29. 末期疾病保障

於保單有效期間，當受保人被診斷罹患「末期疾病」，我們將根據此條款及限制支付「預支保額」。

## 30. 定義

在此條款內：

「預支保額」 指相等於基本保單之保額的百分之一百（100%）的保障額。

「註冊醫生」 指獲取西方醫學學士學位的醫生，並按醫生註冊條例（香港法例第 161 章）或該人士執業地方內之等同者註冊，並提供本公司所認可的醫療或手術服務。但如「註冊醫生」為受保人本人及/或保單持有人及/或受益人，或為保險代理、為受保人及/或保單持有人及/或受益人之業務夥伴或僱主/僱員，或受保人及/或保單持有人及/或受益人之直系親屬，或與受保人及/或保單持有人及/或受益人有著血緣、配偶或領養關係則除外。

「註冊專科醫生」 指根據其認可專科具備提供專科醫療護理資格及於香港醫務委員會專科註冊處或同等機構註冊的醫生。但如註冊專科醫生為受保人本人及／或保單持有人及／或受益人、為保險代理、為受保人及／或保單持有人及／或受益人之業務夥伴或僱主／僱員，或受保人及／或保單持有人及／或受益人之直系親屬，或與受保人及／或保單持有人及／或受益人有著血緣、配偶或領養關係則除外。

「已存在的情況」 是指於本保單的簽發日或最近期的附加批註（如適用）的簽發日或本保單的最後復效日期（以最後者為準）起計六十（60）日內或以前：

1. 任何經診斷已存在或有關之明顯的病徵或跡象的先天性情況；或
2. 任何已存在或存在，或任何有關之已存在或存在或明顯的病因、病徵或跡象，或任何受保人已患有或患有的情況或疾病。

「末期疾病」 是指「受保人」的身體狀況符合下列各項情況：

- (a) 該狀況或病徵在此批註持續提供保障九十（90）日後首次出現或發生；及
- (b) 有關該身體狀況的診斷須附有合乎我們要求的醫療證明（包括但不限於臨床診斷、放射及實驗證明）；及
- (c) 由適當的註冊專科醫生或註冊醫生確診（連同書面確認），受保人極可能於十二（12）個月內（「末期疾病階段」）身故，而進取性的治療已不能改善有關情況。此決定並需由公司委任的顧問醫生確認。

### 31. 限制

- a. 此保單的保障將根據保單的所有條款（包括任何與不得提出異議及自殺相關的條款，且不受任何限制）而提供。
- b. 對於任何已存在的情況（不包括若該受保人之已存在的情況於簽發日前，已向本公司申報並獲本公司同意就該已存在的情況提供保障），我們將不會支付此條款的預支保額。
- c. 受保人的「末期疾病」是由愛滋病(AIDS)或人體免疫力缺乏病毒(HIV)引致或直接或間接與兩者有關，我們將不會支付此條款的預支保額。
- d. 倘「末期疾病」是由受保人企圖自殺或故意自我傷害（不論神志是否正常）所引致，我們將不會支付預支保額。

### 32. 索償通知

除人壽保險金的索償外，本公司須於受保人經診斷患上「末期疾病」當天起計六十（60）天內接獲書面通知索償。除非證明事發時無法在此期間提出通知，並事後已儘快通知本公司及提出合理原因，否則逾期提出可引致賠償失效。任何索償所需證明亦須於診斷日後的一百八十（180）天內遞交本公司，否則索償將不被受理。

### 33. 索償證明

- 33.1 索償人須自費提供本公司不時所需之任何與本保單索償有關及本公司所指定的資料、文件和醫學證據。
- 33.2 您必須向本公司呈交本公司所滿意，按獨立及本公司認可的註冊專科醫生或註冊醫生（視乎情況而定）確認患上「末期疾病」的相關證明，並提供本公司或要求之臨床、放射、組織學及實驗室的證據支持，包括有關證明文件與收據正本，及填妥的索償表格，否則本公司不會作出任何「預支保額」賠償。影印本概不接受。
- 33.3 如您無法在上述期間提出證明，則必須儘快呈交本公司並提出合理原因，否則本公司不會作出賠償。
- 33.4 如您有合理原因證明您未能在所需時間內呈交所有證明，是項索償將不當作無效論；惟您需負責支付提供證明及醫療檢驗的費用。
- 33.5 本公司有權要求受保人（視乎情況而定）接受本公司指定的醫務人員在任何時間及以任何形式作醫療檢驗；檢查費用由我們支付。
- 33.6 如本公司因任何原因拒絕對您的索償承擔責任，於是日的十二（12）個月後本公司再毋須為是項索償負上任何責任，除非是項索償待法庭裁決。

## 保費條款

### 34. 繳付保費

- 34.1 在受保人的生存期內，您須根據相關之到期日或之前繳付保費。保費須於本公司的香港辦事處事先繳付，直至保單資料頁所示的繳清保費日期為止。
- 34.2 基本計劃將按保單資料頁上所列之繳清保費日期完全繳清保費；唯保費必須全數按時繳付，直至該繳清保費日期為止。
- 34.3 保費可以經本公司同意的每年的形式繳付。

### 35. 寬限期

本公司容許為期三十一（31）天的寬限期（「寬限期」）。由相關保費的到期日算起於寬限期內，保障仍然生效。

### 36. 停繳保費

若不能在寬限期內繳付保費，保單便告失效。保單失效時此保單提供的所有保障將自動終止。

### 37. 保單續保

在保單生效時及於每一保單年期完結時，只需根據續保時的保費率繳交保費，保單便可以同一年期續保，而毋須提交任何可受保證明，直至受保人年齡達八十五（85）歲前的保單週年日的前一天。基本計劃的保費率並非保證，本公司保留權利不時檢討基本計劃的保費率並在事先以書面通知保單持有人的情況下作出調整。

倘由保單年期完結時至保單資料頁所示屆滿日期間較保單年期為短，在毋須提交任何可受保證明下，保單便將每年根據續保時的保費率繳交保費續保，直至受保人年齡達八十五（85）歲前的保單週年日的前一天。