

睿昇五年期保險計劃Ⅱ

Rise Insurance Plan II (5)

保單條款

Provisions

| 中文版本 | P.1-35 |
|-----------------|---------|
| English version | P.36-94 |



保單規章

一、基本定義

| 「要保書」 | 指保單持有人申請本保單提供的保障 |
|-----------|-------------------|
| | 時的申請書,連同其附件。 |
| 「保單」、「本保 | 指保單封面、要保書、本保單規章、 |
| 單」 | 承保表、利益保障條款、現金價值表 |
| | (如有)、及任何經本保險公司授權簽 |
| | 署人正式簽署的批註、批單或附加保 |
| | 障和其後對本保單作出的批註和修改 |
| | 書。 |
| 「承保表」 | 指保單內標示為承保表的一頁。 |
| 「保單持有人」、 | 指承保表上指明爲「保單持有人」的 |
| 「要保人」、 | 人。保單持有人是本保單的擁有人。 |
| 「你」、「你的」 | |
| 「受保人」、「被保 | 指承保表上指明爲「受保人」的人。 |



| 險人」 | 受保人的個人資料詳列於要保書中。 |
|----------|-------------------|
| 「受益人」 | 指被保單持有人不時指定為本保單受 |
| | 益人的人(如有)。 |
| 「本保險公司」、 | 指中國人壽保險(海外)股份有限公司 |
| 「本公司」、「我 | (於中華人民共和國註冊成立之股份 |
| 們」、「我們的」 | 有限公司)。 |
| 「基本壽險」 | 指承保表上指明爲「基本壽險」的保 |
| | 險計劃。 |
| 「保額」 | 指承保表上指明爲「保額」的數額。 |
| 「繕發日期」 | 指保單內指明爲「繕發日期」的日期。 |
| 「保單生效日」 | 指按本保單規章第五條的規定,本保 |
| | 單提供的保障開始生效的日期。 |
| 「保單年度」 | 是指由保單日期起計以每十二(12) |
| | 個月作為一個保單年度的時期。 |



| 「保單日期」 | 指承保表上指明爲「保單日期」的日 |
|-----------|--------------------|
| | 期。而「保單週年日」、「保單年度」、 |
| | 「保單月份」及「保費到期日」均根 |
| | 據此日期決定。 |
| 「保單週年日」 | 指每年與「保單日期」相同的那一天。 |
| 「保單滿期」、「保 | 指承保表上指明爲「保單滿期」的日 |
| 單滿期日」 | 期,本保單提供的所有保障於該日香 |
| | 港時間零時零分終止。 |
| 「保費」 | 指本保單下應支付給本保險公司的保 |
| | 費。 |
| 「累積到期已收 | 指本保險公司已收取的到期保費。 |
| 保費」 | |
| 「繳費日期」、「保 | 指本保單下應付的保費到期繳交的日 |
| 費到期日」 | 期。 |
| | |



| 「繳費寬限期」 | 指保費的每個保費到期日之後的三十 |
|-----------|-------------------|
| | 一(31)日期間;唯不適用於首期保 |
| | 費。 |
| 「繳費滿期」、「繳 | 指承保表上指明為「繳費滿期」的日 |
| 費滿期日」 | 期。相關保障自該日起停止繳費。 |
| 「保障滿期」、「保 | 指承保表上指明為「保障滿期」的日 |
| 障滿期日」 | 期,相關保障於該日香港時間零時零 |
| | 分終止。 |
| 「現金價值」 | 指在任何時間,本保單在償還「保單 |
| | 負債」前所提供的現金總額。 |
| 「保單存款」 | 指本保單內存有的任何款項,包括但 |
| | 不止於暫收款、累積紅利、可支取現 |
| | 金及利息(若有)。 |
| 「保單貸款」 | 指根據本保單規章第十二條貸給保單 |
| | 持有人的貸款。 |



| 「白毛川市代お | 长拍棒卡们思想立态上放飞风仍思长 |
|----------|--------------------|
| 「自動保費貸款」 | 指根據本保單規章第七條貸給保單持 |
| | 有人的貸款。 |
| 「保單負債」 | 指本保單欠本保險公司的所有未償還 |
| | 貸款,包括「保單貸款」、「自動保費 |
| | 貸款」及上述貸款的累算利息和欠本 |
| | 保險公司的任何其他款項(如適用) |
| | 及其累算利息。有關利率由本保險公 |
| | 司釐定。 |
| 「退保價值」 | 指於本保單退保生效日,本保單已產 |
| | 生的「現金價值」(若保單不設現金價 |
| | 值,則以"零"計)及保單存款(如適 |
| | 用),扣除任何未繳付的保費(如適用) |
| | 及任何保單負債(如適用)。 |
| 「香港」 | 指中華人民共和國香港特別行政區。 |
| 「海外帳戶稅收合 | 指經不時修訂的美國《海外帳戶稅收合 |



| 規法案」 | 規法案》。 |
|--------------------|--|
| 「海外帳戶稅收合 規法案義務」 | 指本保險公司在海外帳戶稅收合規法 案(經跨政府協議修訂或補充)下承 擔的義務,包括但不限於本保險公司 的下述義務:對帳戶持有人開展盡職 調查以查明美國帳戶和美國帳戶持有 人,向稅務機關申報關於美國帳戶持有 人和美國帳戶的資料,並就此取得 美國帳戶持有人的同意,及根據適用 法律和法規從某些美國帳戶的某些收 付款中扣減和預扣稅款並匯付給美國 國稅局。 |
| 「共同申報準則」 | 指根據《2016年稅務(修訂)(第3號)條例》下經不時修訂的《共同申報準則》。 |
| 「共同申報準則義 務」 | 指本保險公司在共同申報準則(經稅 務機關發行的當地法例和指引之修訂 或補充)下承擔的義務,包括但不限 於本保險公司的下述義務:對帳戶持 |



| | 有人開展盡職調查以查明須申報帳戶 和申報對象,及根據適用法律和法規 向香港稅務局申報關於申報對象和須 申報帳戶的資料。 |
|---------|--|
| 「須申報帳戶」 | 指符合以下說明的財務帳戶: |
| | (i)基於《共同申報準則》所述的盡職 審查規定,被識辦為須申報帳戶;及 |
| | (ii) 由 |
| | (a) 至少一名申報對象持有; 或 |
| | (b) 有至少一名控權人是申報對象 的某些法團或其他實體持有。 |
| 「申報對象」 | 就本保單而言及根據《共同申報準則》 |
| | 下,指: |
| | (i)屬某申報稅務管轄區的稅務居民的 |
| | 個人或實體;或 |
| | (ii) 一名已去世的人的遺產, 而該人在 |



| | 生前,屬某申報稅務管轄區的稅務 |
|---------|--|
| | 居民。 |
| | 但不包括下述人員— |
| | (a)股票經常在較具規模的證券市場 |
| | 交易的法團; |
| | (b) 屬上述(a)中所述法團的有關連實 |
| | 體的法團; |
| | (c)政府實體; |
| | (d)國際組織; |
| | (e)中央銀行; 或 |
| | (f)財務機構。 |
| 「帳戶持有人」 | 就本保單而言,指下述人員: |
| | (i) 保單持有人; 和 |
| | (ii)(如果保單持有人為公司或其他實體)能對該等實體作出控制的人 |



(於中華人民共和國註冊成立之股份有限公司)

(incorporated in the People's Republic of China with limited liability)

士,如公司保單持有人的大股東; 和 (iii)有權取得本保單價值(例如通過貸 款、提取、退保或其他方式)或能 夠變更本保單下受益人的每個人, 通常是保單持有人,但也可以是下 沭人員: (a) 保單持有人向之轉讓本保單下 任何上述權益的任何人;和 (b) 個人保單持有人身故或破產時 或公司保單持有人資不抵債時 保單持有人的(遺產)代理人、 (遺囑)執行人或(遺產)管理 人;和 (iv) 有權取得本保單下未來付款的任 何人,如受益人;和 (v) (如本保單為信託持有) 財產授予 人、受託人、保護人 (如有)、受益 人及對該信託行使最終實際控制權



| | 的任何其他人。 |
|---------------|--|
| 「帳戶持有人資 料」 | 指作為本保險公司海外帳戶稅收合規 法案義務和共同申報準則義務的一部 分需要本保險公司取得的關於帳戶持 有人的資料,其目前包括下述內容: |
| | (i)(如果帳戶持有人為個人)帳戶持 有人姓名、出生日期和地點、住址、 郵寄地址、聯絡資料(包括電話號 碼)、TIN、國籍、居留地、稅務管 轄區及其受約束或對之承擔任何稅 務申報或納稅義務的任何其他稅務 體系的詳情;和 |
| | (ii) (如果帳戶持有人為公司或其他實 體)帳戶持有人的全稱、註冊或成 立日期和地點、註冊地址、營業地 址、TIN、稅務地位(包括海外帳戶 稅收合規法案和共同申報準則下 的實體類別)、稅務管轄區及其受 約束或對之承擔任何稅務申報或 |



| | 納稅義務的任何其他稅務體系的 詳情,以及本保險公司合理要求的 關於帳戶持有人的每位股東或控 制人的其他資料。 |
|-----------------|---|
| 「跨政府協議」 | 指經不時修訂的香港與美國就海外帳 戶稅收合規法案達成的跨政府協議。 |
| | 指— |
| | (i)納稅人的識辨編號;或 |
| | (ii) (如無納稅人的識辨編號)具有等 同於識辨編號的功能的資料。 |
| 「非參與海外金融 機構」 | 指參與海外金融機構、視作合規海外 金融機構或豁免實益所有權人(在海 外帳戶稅收合規法案下定義)之外的 海外金融機構。 |
| 「保單資料」 | 指作為本保險公司海外帳戶稅收合規 法案義務的一部分需要本保險公司向 稅務機關提供的關於本保單的資料, |



| | 其目前包括但不限於下述內容:保單 號碼、保單餘額、利息和股息收入和 提取、或本保險公司就本保單收到或 支付的款項的金額和相關資料,包括 任何預扣稅的詳情。 |
|---------|--|
| 「必要資料」 | 指: (i) 帳戶持有人資料和相關的證明文件 和認證;和 (ii) 保單資料。 |
| 「特定美國人」 | 具有海外帳戶稅收合規法案下定 義的相同含義,包括: (i) 某些美國公民或居留人士; (ii) 某些美國合夥或公司;和 (iii) 其管理受美國法院管轄或其控制 人包括美國公民或美國居民的某些信 託。 |
| 「稅務機關」 | 指美國國內稅收署("美國國稅 |



(於中華人民共和國註冊成立之股份有限公司)

(incorporated in the People's Republic of China with limited liability)

| | 局")、香港稅務局和本保險公司或本 保險公司的任何控股公司須向之申報 必要資料或其任何部分的任何其他主 管稅務機關。 |
|---------------|---|
| 「美國」 | 指美利堅合眾國。 |
| 「美國帳戶」 | 指一個或多個特定美國人持有的帳戶 或其一個或多個控制人為特定美國人 的實體持有的帳戶。 |
| 「美國帳戶持有 人」 | 就美國帳戶而言,指持有美國帳戶的 特定美國人或持有美國帳戶的實體而 其一個或多個控制人為特定美國人。 |
| 「預扣稅」 | 指作為本保險公司海外帳戶稅收合規 法案義務的一部分需要本保險公司預 扣的美國稅款。 |

上述基本定義或本保單之定義或本保單所定義的名詞,除 非特別指明例外,否則用於本保單之任何地方均具有相同 意義。



二、全部合約

本保單、本保險公司就本保單所存錄的書面陳述書或聲 明書及要保書構成你和本保險公司之間的全部合約。你 和/或受保人作出的所有陳述和聲明,不論是由你和/ 或受保人親自填寫或由他人代書,均視作為一種陳述而 並非保證。

三、貨幣、收付地點

- (1)本保險公司收取或支付的款項,均以承保表上列明的 貨幣為準。
- (2)如承保表上列明的貨幣為港元以外的貨幣,而保單持 有人要求以港幣結算本保險公司就本保單所收取或 支付的任何款項,該款項將按本保險公司所釐定的當 日兌換率折算。



- (3)所有本保險公司應付之款項,將由本保險公司香港分 行支付。
- (4)所有應付之保費,必須在本保險公司香港分行或本保 險公司指定的香港繳費處繳付。保費收據須由本保 險公司或指定繳費處電腦機印或蓋章方生效力。

四、適用法律

本保單受香港的法律所管轄,並按其詮釋。

五、保單開始生效及繳付保費

在本保單之「 繕發日期」及保單持有人繳交首期保費後, 本保單即開始生效。其後的保費須按照本保單所載之繳 費方式於繳費日期或之前向本保險公司香港分行或本保 險公司指定的香港繳費處繳交,本保單才能維持有效, 直至繳費滿期日爲止。



六、繳費寬限期及保單失效

在繳付首期保費後,對其後的保費,本保險公司將給予 保單持有人繳費寬限期,保單持有人應在繳費寬限期 內繳交保費,使本保單維持有效。如超過繳費寬限期仍 未繳費者,除非引用本保單規章第 七條的自動保單貸 款之條款,否則本保單自保費到期日起失效。如在繳費 寬限期內發生保險事故時,本保險公司仍負保險責任, 但將會從應付的保險賠償款項內扣除事發當時的保險年 度未繳之保費及保單負債。

七、自動保單貸款

如果本保單在繳費寬限期屆滿時仍未繳付保費及並未退保,而本保單下有保單存款或已產生現金價值的,除非保單持有人事前另以書面提出反對聲明,否則,以下的



- 自動保單貸款之條款將會被引用以維持本保單效力: (1)本保險公司將自動從保單存款中扣除任何未繳付的 保費。
- (2)若保單存款不足以抵付未繳付之保費時及本保單已 產生現金價值(現金價值須大於當時仍未繳付的保費), 本保險公司將行使權利給予保單持有人自動保費貸款 以支付未付之保費。本保險公司將按本保險公司不時 規定的利率收取自動保費貸款之利息。
- (3)若現金價值減去任何保單負債後的淨額(「保單淨 值」),大於未繳付之保費及其利息時,則本保險公司 有權運用保單淨值以維持本保單有效。當保單淨值少 於當時仍未繳付的保費時,本保單隨即自動終止。
- (4)當本保單在本條款之保障下維持有效時,本保險公司 有權更改繳費分期的時間性。
- (5) 當本保單在本條款之保障下維持有效時,保單持有人



> 可在清還自動保費貸款及其利息後重新支付 保費,而 無需提供可保證明。

> (6) 本保險公司有絕對權利從本保單應付的任何款項中 扣除保單負債。

八、恢復保單效力

倘本保單因超逾繳費寬限期未繳交保費而失效,保單持 有人可在本保單失效後二十四(24)個月內向本保險公 司申請恢復本保單效力,但申請必須提供受保人之可保 證明及按照本保險公司的核保工作的程序進行(包括但 不限於自費提供受保人的健康證明),並經本保險公司同 意,將任何欠繳保費及其利息(利率由本保險公司釐定) 及任何保單負債一併繳清後,自本保險公司書面批准申 請日翌日香港時間零時零分起,本保單始能恢復效力。 若本保單失效超過二十四(24)個月,本保險公司將以



> 失效當天計算的退保價值(如有)退回予保單持有人,本保 單即告終止。

九、不持異議

本保單(但不包括附加在本保單之任何利益保障)在受 保人生存期內,自保單生效日或本保單最後恢復效力當 日起達兩(2)足年後(兩者以後者為準),除欺詐或欠交 保費外,本保險公司不會對本保單的效力提出任何異議。 本不持異議條款只適用於本保單下之身故賠償部份。

十、自殺身故

受保人在本保單生效日後一(1)年內或本保單最後恢復 效力當日起一(1)年內(兩者以後者為準)自殺身故, 無論自殺時神志清醒或錯亂,本保險公司的賠償責任只 限於無息退還基本壽險的保費,並扣除任何已支付的賠



償(如適用)、任何於利益保障條款中已支付的利益(如適用)及任何保單負債(如適用)。

十一、保單持有人

在受保人生存期間,保單持有人可行使本保單訂明的 一切權利,但須受本保險公司記錄中的任何不可撤換 的受益人或承讓人的權利所制約。

十二、保單貸款

當本保單產生現金價值後,保單持有人可向本保險公 司申請保單貸款,經本保險公司書面同意,可獲得保 單貸款。所有保單貸款均帶利息,利息按本保險公司 不時採用的利率並以本保險公司不時採用的計算方法 計算。應累算的利息應成為保單負債的一部分。在本 保單仍然生效時,所有保單貸款可在任何時候全部或



> 部分償還。本保險公司有權從本保單應付的任何款項 中扣除保單負債。當本保單下之總保單負債金額相等 或超過現金價值時,本保單即告終止,並無任何金額 可領回。

十三、保單退保

保單持有人可隨時以本保險公司認可的書面申請,要求 將本保單退保,經本保險公司同意,將退保價值(如 有)退給保單持有人,本保單即告終止。

十四、保單轉讓

於本保單有效期內,保單持有人可以本保險公司認可 形式之書面通知知會本保險公司有關轉讓本保單事宜。 除非該轉讓被本保險公司記錄在案,並簽發批單,否 則本保險公司將視作未悉有關轉讓事宜。本保險公司



不負責確認任何轉讓之有效性或合法性。

十五、保單抵押

於本保單有效期內,保單持有人可以本保險公司認可 形式之書面通知知會本保險公司有關本保單對外作抵 押。除非保單抵押書之正本或確認副本已被本保險公 司記錄在案,並經本保險公司簽發批單,否則本保險 公司將視作未悉有關保單抵押事宜。本保險公司不負 責確認任何抵押之有效性或合法性。

十六、受益人

(1)本保單指定之受益人記錄在要保書內。於本保單有效期內,保單持有人可以以本保險公司認可形式之 書面通知知會本保險公司撤銷任何可撤銷的受益人 而無須該受益人同意,並指定任何人作爲新的受益



> 人。惟此類更改,必須於受保人生存期間並經本保 險公司記錄在案,並簽發批註後,方為有效。受益 人可在受保人身故後領取身故賠償。

- (2)如保單持有人沒有指定受益人,則本保單下應付給 受益人的身故賠償應支付予保單持有人;如保單持 有人同時爲受保人,則將身故賠償支付予保單持有 人的遺產。
- (3)如受益人領取身故賠償時尚未達到法定的成人年齡, 則需由受益人的監護人或信託人簽署收據領取身故 賠償。
- (4)如本保單規定的受益人超過一人,所有受益人必須 共同簽署收據領取身故賠償。本保險公司將應支付 給受益人的身故賠償按保單持有人規定的比例支付 給各受益人。如因保單持有人沒有指定向每名受益 人支付身故賠償的比例,或所有的份額加起來不足



100%,則本保險公司有權將該身故賠償按本保險公司認為適當的比例支付。

(5)除非保單持有人另有指定,如任何受益人在受保人 去世前死亡,其利益將按餘下生存的受益人的應有 權益分配予該等受益人。如果沒有受益人生存,則 本保單下應付給受益人的身故賠償應支付予保單持 有人;如保單持有人同時爲受保人,則將身故賠償 支付予保單持有人的遺產。

(6)在不抵觸任何適用法律的前提下,如果受益人與受保人同一時間逝世或無法確證受保人先於受益人去世,本保險公司將會按照受益人在受保人去世前死亡的情況發放身故賠償。

十七、更改

本保單內容的變更或記載事項的增刪必須經本保險公



> 司的同意,並經本保險公司授權的代表在保單批註欄 正式簽署批註或簽發批單,方可生效。

十八、誤報年齡或性別或吸煙/非吸煙狀況

本保單依據要保書所載之受保人年齡、性別及吸煙/非 吸煙狀況而繕發。受保人年齡的計算以出生證明書或 身份證為依據。計算辦法以受保人在保單日期前的最 後一個生日時的足歲年齡計算或如保單日期與受保人 的生日日期相同,則以受保人於保單日期時的年齡計 算。倘因誤報受保人年齡或性別或吸煙/非吸煙狀況而 少繳保費,本保單之保額及其他保險利益將會按已付 之保費根據正確的年齡或性別或吸煙/非吸煙狀況按比 例向下調整。任何因誤報年齡或性別而多繳之保費, 本保險公司將無息退還,本保單之保額及其他保險利 益將不會調整。倘受保人的正確年齡或性別或吸煙/非



> 吸煙狀況,未能滿足本保險公司的承保要求,本保險 公司的賠償責任只局限於退回退保價值予保單持有 人。

十九、申索賠償通知及證明

(1)本保險公司必須在收妥索償所需證明文件後才支付 在本保單下應付的賠償。

(2)如果受保人死亡,在法律允許的範圍內,本保險公

司可要求驗屍,費用由本保險公司承擔。

二十、身故時扣除保費

倘本保險公司因受保人身故而作出賠償,於受保人身 故時欠繳的保費及未付之全年保費餘數應自身故賠償 中扣除。

二十一、解除責任

除非本保單其他條文另有規定,否則在本保險公司出



> 示下述文件,即完全解除本保險公司支付身故賠償或 其他款項(視乎屬何種情況而定)的責任,並應作為 最終及不可推翻的證據,證明該身故賠償或其他款項 (視乎屬何種情況而定)已由有權收取該款項的人收 妥,以及證明針對本保險公司的一切索償和任何要求 已經全部清償:

- (1)由受益人或由所有受益人委託的人,或如無指定受益人或受益人均無權收取身故賠償,則由保單持有人或保單持有人的遺產執行人或管理人簽署的應付給受益人的身故賠償收據;或
- (2)由保單持有人、保單持有人的遺產執行人或管理人 或有權收取本保單下款項的任何人簽署的其他款項 收據;或
- (3)證明本保險公司的身故賠償或其他款項的支票付款 已被存入賬戶或已兌為現金的證據。

二十二、保單終止



除本保單所述的保單終止情況外,如本保單之保額因其 附加保障保額不足而被遞減至零元時,本保單及其提 供的所有附加保障亦會隨即自動終止。

二十三、幼童壽險身故賠償

如受保人身故時年齡未足一百八十(180)天,本保險 公司按:

- (1) 保額的百分之二十;或
- (2) 已收之保費賠付。
- 上述兩者以金額較高者為準。
- 二十四、海外帳戶稅收合規法案和共同申報準則的申報及 海外帳戶稅收合規法案的預扣義務
 - (1) 提供帳戶持有人資料:

你必須:

(i) 在申請投保本保單時,作為向你簽發本保單的條



> 件之一,以及本保險公司在本保單期間不時要求 你照辦時,向本保險公司提供關於你自身及其他 帳戶持有人的帳戶持有人資料;

- (ii) 向本保險公司提供本保險公司可能要求的關於帳戶持有人資料的證明文件和認證;
- (iii)已向本保險公司提供的帳戶持有人資料有任何 變更時(包括但不限於帳戶持有人居所、稅務管 轄區、國籍或稅務地位的任何變更),應立即書 面通知本保險公司,並就此向本保險公司提供本

保險公司可能要求的資料、文件和證明;

(iv)如果帳戶持有人發生變更,應立即向本保險公司 提供新帳戶持有人的帳戶持有人資料(如果你提 出該等變更,例如你通知本保險公司你打算轉讓 你在本保單下的權益或者指定新的受益人,則作 為本保險公司同意該等變更的條件之一,你必須



> 向本保險公司提供新帳戶持有人的帳戶持有人 資料);和

(v)填妥、簽署並採取本保險公司可能不時合理要求 的文件和行動,以使本保險公司能夠遵守本保險 公司就本保單承擔的海外帳戶稅收合規法案義 務及共同申報準則義務。

(2) 必要資料的披露:

你同意本保險公司向香港境內外的稅務機關披露 和轉移必要資料,以遵守本保險公司的海外帳戶稅 收合規法案義務及共同申報準則義務,你放棄你享 有的禁止或限制該等披露的一切權益(如有)。

(3) 預扣稅(只適用於海外帳戶稅收合規法案):

你同意本保險公司在你或任何其他帳戶持有人為 非參與海外金融機構的情況下,從本保單帳戶的須 預扣款項中扣減和預扣預扣稅並匯付給美國國稅 局,以遵守本保險公司承擔的海外帳戶稅收合規法 案義務。



(4)其他帳戶持有人:

如果你在本保單下就任何其他帳戶持有人的帳戶 持有人資料承擔著一定義務,則你應盡最大努力確 保該等其他帳戶持有人遵守其就帳戶持有人資料 有關的義務,包括向本保險公司直接提供該等帳戶 的資料、證明文件和認證並對本保險公司作出同意, 允許本保險公司向稅務機關披露和轉移該等帳戶 持有人資料,以及對於海外帳戶稅收合規法案,扣 減和預扣預扣稅並匯付給美國國稅局。你同意,本 保險公司可為此等目的直接聯繫該等其他帳戶持 有人。

二十五、第三者權利

任何非本保單一方之人士或實體不可享有《合約(第三 者權利)條例》(香港法例第 623 章)下強制執行本保單 條款之權利。

二十六、中文文本為準

本保單之英文譯本(如有)只作參考之用,如英文譯本



與原中文文本有歧異,則以中文文本為準。

二十七、筆誤

本保險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。

二十八、其他

本保單規章文所指的任何單數用語均包含複數意思; 任何陽性用語均包括陰性在內,反之亦然。本保單 規章所指的法例、條例、守則或其他法律包括規例及 其他相關法律文件,及任何相關的合併、修改、修訂 或取代的文件。項目標題只供參考,並不影響本保單 之詮釋。



睿昇五年期保險計劃 Ⅱ 利益保障條款

一、在保單持有人繳交首期保費後及本保單之繕發
 日期起,本保單即開始生效。

二、 就本保單而言,基本金額指承保表內列明為

「基本金額」(或不時以批單作出更改)的金額。基本金額只用作計算基本壽險的保費及保證現金價值,並不適用於計算「身故賠償」。若基本金額於本保單有效期內被更改,上述基本壽險之保費及保證現金價值亦將作相應調整。

三、 期滿利益

在本保單有效期內,保單持有人繳足所有到期保費 及受保人仍在世的情況下,當保單滿期後,本保險



> 公司將支付予保單持有人相等於保證現金價值扣 除任何保單負債(如有)的「期滿利益」,而本保單 即告終止。

四、 身故賠償

倘若受保人在保單有效期內身故及本保險公司接 到受保人身故的證明,經本保險公司查核屬於在本 保單承保責任範圍內,本保險公司將賠付「身故賠 償」予受益人,而「身故賠償」相等於下列較高者: (i) 受保人身故日的基本壽險之累積到期已收保費

的百分之一百零一(101%); 或

(ii)受保人身故日的基本壽險之保證現金價值,並扣除任何保單負債(如有),而本保單即告終止。

五、 本保單為不分紅保單。



六、 保單終止

為免存疑,本保單將於下列任何一種情況發生時 (以較先者為準)終止:

- (i) 本保單由保單持有人退保;
- (ii) 本保險公司已全數支付「期滿利益」;
- (iii)本保險公司已全數賠付「身故賠償」;
- (iv)保單持有人於保費到期日後三十一(31)日內 仍未向本保險公司繳交到期保費,且本保單沒 有任何剩餘保證現金價值;或
- (v)本保單的保單負債等於或多於本保單的保證現金價值。
- 七、 若本保單的保單貨幣為人民幣,保單規章中第 十二(12)條《保單貸款》條款將不適用於本保 單。



[This English translation is for reference only. Should there be any conflicts, discrepancies or inconsistencies between the Chinese text and this English translation, the Chinese text shall prevail.]

GENERAL PROVISIONS

1 • **DEFINITIONS**

| "Application | The application form submitted by the |
|-----------------|---|
| Form" | Policyholder for the purposes of |
| | applying for coverage to be provided to |
| | the Insured under this Policy, together |
| | with any attachments thereto. |
| "Policy", "this | This refers to and includes all of the |
| Policy" | following: the policy cover, the |
| | Application Form, this General |



| | Provisions, the Policy Information |
|-------------------|--|
| | Page, the Benefit Provisions, the Cash |
| | Value Schedule (if any), and any |
| | remarks, endorsements or riders duly |
| | signed by the Company's authorized |
| | signatory(ies), and any remarks and |
| | amendments subsequently made to this |
| | Policy. |
| "Policy | The page specified as the Policy |
| Information Page" | Information Page in this Policy. |
| "Policyholder", | The person specified as the |
| "Applicant", | "Policyholder" in the Policy |



| "You", "Your" | Information Page. The Policyholder is |
|--------------------|--|
| | the owner of this Policy. |
| "Insured", "Person | The person specified as the "Insured" in |
| insured" | the Policy Information Page. The |
| | personal particulars of the Insured are |
| | set out in the Application Form. |
| "Beneficiary", | The person(s) (if any) designated by the |
| "Beneficiaries" | Policyholder from time to time as the |
| | Beneficiary(ies) of this Policy. |
| "the Company", | China Life Insurance (Overseas) |
| "we", "our", "us" | Company Limited (incorporated in the |
| | People's Republic of China with limited |



| | liability). |
|-------------------|--|
| "Basic Plan" | The insurance plan specified as the |
| | "Basic Plan" in the Policy Information |
| | Page. |
| "Sum Assured" | The amount specified as the "Sum |
| | Assured" in the Policy Information |
| | Page. |
| "Issue Date" | The date specified as the "Issue Date" |
| | in this Policy. |
| "Policy Effective | The date whereupon the insurance |
| Date" | coverage provided under this Policy |
| | becomes effective under Clause 5 of |



| | this General Provisions. |
|--------------------|---|
| "Policy Year" | Each twelve (12) months' period |
| | starting from the Policy Date. |
| "Policy Date" | The date specified as the "Policy Date" |
| | in the Policy Information Page, and |
| | from which "Policy Anniversaries", |
| | "Policy Years", "Policy months" and |
| | "Premium Due Dates" are determined. |
| "Policy | Each anniversary of the "Policy Date". |
| Anniversary" | |
| "Policy Maturity", | The date specified as the date of "Policy |
| "Policy Maturity | Maturity" in the Policy Information |



| Date" | Page, whereupon all insurance coverage provided under this Policy shall cease at 00:00 midnight (Hong Kong time). |
|-----------------|---|
| "Premium" | The premium payable to the Company under this Policy. |
| "Accumulated | The premium due and received by the |
| Premium Due and | Company. |
| Received" | |
| "Premium Date", | The date whereupon the Premium |
| "Premium Due | payable under this Policy falls due. |
| Date" | |
| "Grace Period" | The period of thirty one (31) days after |



| | each Premium Due Date, which is not |
|-----------------|---|
| | applicable to the initial Premium. |
| "Premium Expiry | The date specified as the "Premium |
| Date" | Expiry Date" in the Policy Information |
| | Page, whereupon no further Premium is |
| | required to be paid for the relevant |
| | insurance cover. |
| "Coverage | The date specified as the "Coverage |
| Cessation Date" | Cessation Date" in the Policy |
| | Information Page, whereupon the |
| | relevant insurance coverage shall cease |
| | at 00:00 midnight (Hong Kong time). |



| "Cash Value" | The gross amount payable under this |
|------------------|--|
| | Policy at any point in time prior to the |
| | full repayment of the Indebtedness. |
| "Policy Deposit" | Any sum deposited under this Policy, |
| | including, without limitation, temporary |
| | deposits, accumulated dividends, cash |
| | coupons and interest (if any). |
| "Policy Loan" | A loan advanced to the Policyholder |
| | under Clause 12 of this General |
| | Provisions. |
| "Automatic | A loan advanced to the Policyholder |
| Premium Loan" | under Clause 7 of this General |



| | Provisions. |
|-------------------|---|
| "Indebtedness" | The sum of all unpaid loans owed to the |
| | Company by the Policyholder in respect |
| | of this Policy, including the Policy |
| | Loan, the Automatic Premium Loan, all |
| | accrued interest on these loans, any |
| | other amounts owed to the Company (if |
| | applicable) and the accrued interest on |
| | these amounts. The relevant interest rate |
| | shall be determined by the Company. |
| "Surrender Value" | As at the effective date of the surrender |
| | of this Policy, the Cash Value (which |



| | shall be zero if this Policy does not |
|-------------|---|
| | acquire any cash value) of this Policy |
| | together with the Policy Deposit (if |
| | applicable), subject to the deduction of |
| | any unpaid Premium (if applicable) and |
| | any Indebtedness (if applicable). |
| "Hong Kong" | The Hong Kong Special Administrative |
| | Region of the People's Republic of |
| | China. |
| "FATCA" | The U.S. Foreign Account Tax Compliance Act as amended from time to time. |
| "FATCA | The Company's obligations under FATCA (as varied or supplemented by |



| Obligations" | the IGA) including, without limitation, the Company's obligations to undertake due diligence into Account Holders to identify U.S. Accounts and U.S. Account Holders, to report information on U.S. Account Holders and U.S. Accounts to the Tax Authorities, and to obtain U.S. Account Holders' consent to do so, and to deduct and withhold tax from certain payments made to or from certain U.S. Accounts and to remit this to the IRS pursuant to applicable laws and |
|-------------------|--|
| | regulations. |
| "CRS" | Common Reporting Standard as stipulated in Inland Revenue (Amendment) (No.3) Ordinance 2016 and as amended from time to time. |
| "CRS Obligations" | The Company's obligations under CRS |



| | (as varied or supplemented by the local legislation and guidance notes issued by the Tax Authorities) including, without limitation, the Company's obligations to undertake due diligence into Account Holders to identify Reportable Account and Reportable Person, to report information on Reportable Person and Reportable Account to the Hong Kong Inland Revenue Department (IRD) pursuant to applicable laws and regulations. |
|-------------------------|---|
| "Reportable Account" | This means a financial account: (i) that has been identified as such under the due diligence requirements of CRS; and (ii) that is held by |



| | (a) at least one Reportable Person; or (b) certain corporation or other entity with at least one controlling person being a Reportable Person. |
|------------------------|--|
| "Reportable Person" | This means, in respect of this Policy and according to the CRS: (i)an individual or entity that is a resident for tax purposes of a reportable jurisdiction; or (ii)an estate of a decedent who was a resident for tax purposes of a reportable jurisdiction; but This does not include— |



| | (a) a corporation the stock of which is |
|------------------|---|
| | |
| | regularly traded on an established |
| | securities markets; |
| | (b)a corporation that is a related entity |
| | of a corporation mentioned in |
| | subparagraph (a) above; |
| | (c) a governmental entity; |
| | (d)an international organization; |
| | (e) a central bank; or |
| | (f)a financial institution. |
| "Account Holder" | This means, in respect of this Policy: |
| | (i) the Policyholder; and |
| | (ii) if the Policyholder is a corporation |



| or other entity, the persons who exercise control over that entity such as the majority shareholders |
|--|
| |
| such as the majority shareholders |
| |
| of a corporate Policyholder; and |
| (iii)each person entitled to access this |
| Policy's value (for example, through a |
| loan, withdrawal, surrender or |
| otherwise) or the ability to change a |
| Beneficiary under this Policy, who is |
| often the Policyholder but may also be: |
| (a) any person to whom the |
| Policyholder assigns any of those |
| rights under this Policy; and |
| (b) the Policyholder's personal |
| representatives, executors or |
| administrators on the death or |
| bankruptcy of an individual |
| Policyholder or the insolvency of |



| | a corporate Policyholder; and |
|---------------------------------|---|
| | (iv)any person entitled to receive a future payment under this Policy such as a Beneficiary; and |
| | (v) if this Policy is held in trust, the settlor, the trustees, the protector (if any), the Beneficiaries and any other person exercising ultimate effective control over that trust. |
| "Account Holder Information" | The information about Account Holders the Company is required to obtain as part of the Company's FATCA Obligations and CRS Obligations which currently includes: |
| | (i) where the Account Holder is an individual, their name, date and place of birth, residential address, mailing address, contact information (including |



| telephone number), TIN, citizenships, residency, tax residency and details of any other tax regime to which they are subject or in respect of which they have any tax reporting or tax payment obligations; and |
|---|
| (ii) where the Account Holder is a corporation or other entity, its full name, date and place of incorporation or formation, registered address, address of place of business, TIN, tax status (including FATCA/CRS entity type), tax residency and details of any other tax regime to which it is subject or in respect of which it has any tax reporting or tax payment obligations and such other information as the Company |



| | may reasonably require about each of the Account Holder's shareholders or controlling persons. |
|----------------------------|---|
| "IGA" | The intergovernmental agreement made between Hong Kong and the U.S. in respect of FATCA as may be amended from time to time. |
| "TIN" | This means— (i) a taxpayer identification number; or (ii) (if there is no taxpayer identification number) the functional equivalent to such number. |
| "Non Participating FFI" | A FFI other than a participating FFI, a deemed-compliant FFI or an exempted beneficial owner as defined under |



| | FATCA. |
|---------------------------|---|
| "Policy Information" | The information about this Policy the Company is required to provide to the Tax Authorities as part of the Company's FATCA Obligations which currently includes, without limitation, Policy number, Policy balance, interest and dividend income and withdrawals, or value and information about payments the Company receives or makes in connection with this Policy including details of any Withholding Tax. |
| "Required Information" | This means : (i) the Account Holder Information and associated supporting documentation and certification; and |



| | (ii) the Policy Information. |
|----------------------------|---|
| "Specified U.S. Person" | This has the same meaning as defined under FATCA and includes : |
| | (i) certain U.S. citizens or resident individuals; |
| | (ii) certain U.S. partnerships or corporations; and |
| | (iii) certain trusts the administration of which is governed by the U.S. courts or the controlling person(s) of which include a U.S. citizen or resident. |
| "Tax Authorities" | The U.S. Internal Revenue Service (IRS), the Hong Kong Inland Revenue Department (IRD) and any other competent tax authority to which the Company or any of the holding |



| | companies of the Company is required to report the Required Information or any part thereof. |
|--------------------------|--|
| "U.S." | The United States of America. |
| "U.S. Account" | An account held by one or more Specified U.S. Person(s) or an entity of which one or more controlling person(s) is a Specified U.S. Person. |
| "U.S. Account Holder" | This means, in respect of an U.S. Account, a Specified U.S. Person, or an entity of which one or more controlling person(s) is a Specified U.S. Person, who holds that U.S. Account. |
| "Withholding Tax" | The U.S. tax the Company is required to withhold as part of the Company's FATCA Obligations. |



[This English translation is for reference only. Should there be any conflicts, discrepancies or inconsistencies between the Chinese text and this English translation, the Chinese text shall prevail.]

The above definitions or the definitions in this Policy or any other terms defined in this Policy shall have the same meaning wherever used in this Policy unless the context otherwise requires.

2 · ENTIRE CONTRACT

This Policy, any written statements or declarations recorded by the Company in respect of this Policy and the Application Form constitute the entire contract between you and the Company. All statements and declarations made by you and/or the Insured, irrespective of whether such statements and declarations are written by you and/or the Insured personally or by someone else, shall be deemed as



[This English translation is for reference only. Should there be any conflicts, discrepancies or inconsistencies between the Chinese text and this English translation, the Chinese text shall prevail.]

representations and not warranties.

3 · CURRENCY AND PLACE OF PAYMENT

- (1)All amounts payable to or by the Company shall be paid in the currency specified in the Policy Information Page.
- (2)If the currency specified in the Policy Information Page is a currency other than Hong Kong dollars and the Policyholder requests that any amounts payable to or by the Company under this Policy to be made in Hong Kong dollars, the exchange rate to be applied to the conversion such amounts into Hong Kong dollars shall be the prevailing exchange rate as quoted by the Company.
- (3)All amounts payable by the Company shall be paid by



[This English translation is for reference only. Should there be any conflicts, discrepancies or inconsistencies between the Chinese text and this English translation, the Chinese text shall prevail.]

the Hong Kong branch of the Company.

(4)All Premiums shall be paid at the Hong Kong branch of the Company or any cashiers in Hong Kong designated by the Company. All Premium receipts are valid if and only if they are stamped with the company chop of, or are computer-printed receipts generated by, the Company or the designated cashiers of the Company.

4 · GOVERNING LAW

This Policy shall be governed by and construed in accordance with the laws of Hong Kong.

5 · COMMENCEMENT OF INSURANCE COVERAGE



[This English translation is for reference only. Should there be any conflicts, discrepancies or inconsistencies between the Chinese text and this English translation, the Chinese text shall prevail.]

AND PAYMENT OF PREMIUM

The insurance coverage provided under this Policy shall become effective on the Issue Date and upon the payment of the initial Premium by the Policyholder. This Policy shall remain in force until the Premium Expiry Date provided that all subsequent Premiums falling due are fully and duly paid to the Hong Kong branch of the Company or any cashiers in Hong Kong designated by the Company on or before the relevant Premium Dates in accordance with the premium payment mode set out in this Policy.

6 • GRACE PERIOD AND LAPSE OF POLICY

After the payment of the initial Premium, the Company will



[This English translation is for reference only. Should there be any conflicts, discrepancies or inconsistencies between the Chinese text and this English translation, the Chinese text shall prevail.]

provide the Grace Period to the Policyholder in respect of the subsequent Premiums. The Policyholder shall pay the Premiums during the Grace Period to keep this Policy in force. If any Premium that falls due remains unpaid at the expiration of the Grace Period, subject to the Automatic Premium Loan provisions under Clause 7 of this General Provisions, this Policy shall lapse on the Premium Expiry Date. If an insured event occurs during the Grace Period, the Company shall still be responsible for the insurance coverage but any outstanding Premium for the Policy Year wherein the insured event occurs and any Indebtedness shall be deducted from any amount which may be payable under this Policy.



[This English translation is for reference only. Should there be any conflicts, discrepancies or inconsistencies between the Chinese text and this English translation, the Chinese text shall prevail.]

7 · AUTOMATIC PREMIUM LOAN

If, upon the expiry of the Grace Period, the Premium payable under this Policy has not been paid and this Policy has not been surrendered by the Policyholder, and if this Policy has Policy Deposit(s) and/or Cash Value, as the case may be, the following provisions shall apply to keep this Policy in force unless the Policyholder has submitted prior written notice to the Company stating otherwise:

- (1)Any Premium that falls due but remains unpaid shall be automatically deducted from any Policy Deposit(s) by the Company.
- (2)If the Policy Deposit(s) is of insufficient balance to offset



[This English translation is for reference only. Should there be any conflicts, discrepancies or inconsistencies between the Chinese text and this English translation, the Chinese text shall prevail.]

the unpaid Premium due and if this Policy has Cash Value (the Cash Value must be more than the unpaid Premium at the material time), an Automatic Premium Loan will be granted by the Company to the Policyholder towards the settlement of any outstanding Premium. All Automatic Premium Loans shall bear interest calculated at a rate declared by the Company from time to time.

(3)If the Cash Value after deducting any Indebtedness (the "Net Value") is more than the unpaid Premium and the interest thereon, the Company is entitled to apply the Net Value to keep this Policy in force. This Policy shall automatically terminate when the Net Value is less than the unpaid Premium at the material time.



[This English translation is for reference only. Should there be any conflicts, discrepancies or inconsistencies between the Chinese text and this English translation, the Chinese text shall prevail.]

- (4)For so long as this Policy remains in force under this Clause 7, the Company is entitled to adjust the premium payment mode.
- (5)For so long as this Policy remains in force under this Clause 7, after the repayment of the Automatic Premium Loan and the interest thereon, the Policyholder may resume payment of the Premiums and is not required to provide proof of insurability.
- (6)The Company has absolute discretion to deduct the Indebtedness from any amount payable under this Policy.

8 • REINSTATEMENT

If this Policy has lapsed due to the non-payment of



[This English translation is for reference only. Should there be any conflicts, discrepancies or inconsistencies between the Chinese text and this English translation, the Chinese text shall prevail.]

Premium(s) after the expiry of the Grace Period, the apply to the Company for the Policyholder may reinstatement of this Policy within twenty-four (24) months after the lapse of this Policy. However, the application must provide proof of insurability of the Insured and shall be subject to the underwriting procedures of the Company (including, without limitation, the production at the Policyholder's expense of evidence of the Insured's health condition). In addition, subject to the approval of the Company, and after the full payment of any outstanding Premiums and the interest thereon (calculated at a rate determined by the Company) and any Indebtedness, the reinstatement of this Policy will be effective as at 00:00



[This English translation is for reference only. Should there be any conflicts, discrepancies or inconsistencies between the Chinese text and this English translation, the Chinese text shall prevail.]

midnight (Hong Kong time) on the day immediately following the date of issue by the Company of its written approval thereon. If this Policy has lapsed for over twenty-four (24) months, the Company shall pay the Surrender Value (if any) as at the date of lapse of this Policy to the Policyholder and this Policy shall terminate forthwith.

9 · INCONTESTABILITY

Save for where there is fraud or non-payment of Premium(s) falling due, during the lifetime of the Insured, and after two (2) years have passed since the Policy Effective Date or since the latest date of reinstatement of this Policy (whichever occurs later), the Company will not contest the



[This English translation is for reference only. Should there be any conflicts, discrepancies or inconsistencies between the Chinese text and this English translation, the Chinese text shall prevail.]

validity of this Policy. This Clause 9 is only applicable to the death benefit under this Policy.

$10 \cdot SUICIDE$

If the Insured commits suicide within one (1) year from the Policy Effective Date of this Policy or within one (1) year from the latest date of reinstatement of this Policy (whichever occurs later), irrespective of whether the Insured was sane or insane at the time of committing suicide, the liability of the Company shall be limited to the refund of the Premium(s) paid for the Basic Plan without interest thereon and subject to the deduction of any claim paid (if applicable), any benefit paid under the Benefit Provisions (if



[This English translation is for reference only. Should there be any conflicts, discrepancies or inconsistencies between the Chinese text and this English translation, the Chinese text shall prevail.]

applicable) and any Indebtedness (if applicable).

11 • POLICYHOLDER

Subject to the rights of any irrevocable Beneficiary(ies) or assignee on the Company's records, the Policyholder may, during the lifetime of the Insured, exercise all rights provided under this Policy.

12 • POLICY LOAN

Where this Policy has Cash Value, the Policyholder may apply to the Company for a Policy Loan and will obtain such Policy Loan subject to the written approval of the Company. All Policy Loans shall bear interest computed at



[This English translation is for reference only. Should there be any conflicts, discrepancies or inconsistencies between the Chinese text and this English translation, the Chinese text shall prevail.]

such rates and by such calculation method as may be adopted by the Company from time to time. The interest accrued shall become a part of the Indebtedness. All Policy Loans may be repaid in whole or in part at any time while this Policy is in force. The Company has the right to deduct the Indebtedness from any amount payable by the Company under this Policy. Once the total sum of the Indebtedness is equal to or exceeds the Cash Value under this Policy, this Policy shall terminate forthwith and no monies shall be payable by the Company.

13 • POLICY SURRENDER

The Policyholder may at any time request for a surrender of



[This English translation is for reference only. Should there be any conflicts, discrepancies or inconsistencies between the Chinese text and this English translation, the Chinese text shall prevail.]

this Policy by submitting an application in written form satisfactory to the Company. Subject to the approval of the Company, the Surrender Value (if any) shall be paid to the Policyholder and this Policy shall terminate forthwith.

14 • ASSIGNMENT

While this Policy is in force, the Policyholder may assign this Policy upon notification filed to the Company in written form satisfactory to the Company. Unless the Company has recorded such assignment and issued an endorsement thereon, the Company shall not be deemed to have received notice of such assignment. The Company assumes no responsibility for confirming the validity or



[This English translation is for reference only. Should there be any conflicts, discrepancies or inconsistencies between the Chinese text and this English translation, the Chinese text shall prevail.]

legality of any assignment.

15 • PLEDGE

While this Policy is in force, the Policyholder may pledge this Policy upon notification filed to the Company in written form satisfactory to the Company. Unless the original or a certified copy of the pledge document of this Policy is filed with the Company and an endorsement thereon has been issued by the Company, the Company shall not be deemed to have received notice of such pledge. The Company assumes no responsibility for confirming the validity or legality of any pledge.



[This English translation is for reference only. Should there be any conflicts, discrepancies or inconsistencies between the Chinese text and this English translation, the Chinese text shall prevail.]

16 • **BENEFICIARY**

(1)The Beneficiary(ies) designated under this Policy is specified in the Application Form. While this Policy is in force, the Policyholder may revoke the designation of any revocable Beneficiary without that Beneficiary's consent and may designate any person as a new Beneficiary upon notification filed to the Company in written form satisfactory to the Company. Such change of a Beneficiary is deemed to be valid only if it is made during the lifetime of the Insured and if the Company has recorded such change and issued remarks thereon. The Beneficiary shall receive the death benefit after the death of the Insured.



[This English translation is for reference only. Should there be any conflicts, discrepancies or inconsistencies between the Chinese text and this English translation, the Chinese text shall prevail.]

- (2)Where no Beneficiary is designated by the Policyholder, the death benefit payable to the Beneficiary under this Policy shall be paid to the Policyholder; if the Policyholder and the Insured is the same person, the death benefit shall be paid to the estate of the Policyholder.
- (3)Where a Beneficiary is a minor in law at the time when receiving the death benefit, the guardian or trustee of the Beneficiary must collect the death benefit and sign the receipt thereof.
- (4)If more than one Beneficiary has been designated under this Policy, all Beneficiaries must jointly collect the death benefit and sign the receipt thereof. Any death benefit



[This English translation is for reference only. Should there be any conflicts, discrepancies or inconsistencies between the Chinese text and this English translation, the Chinese text shall prevail.]

payable to the Beneficiaries shall be so paid by the the respective Beneficiaries Company the to in If specified by the Policyholder. proportion the Policyholder has not specified the proportion of the death benefit to be paid to each Beneficiary or if all the proportions so specified add up to a figure less than 100%, the Company shall have discretion to pay the death benefit in such proportion as the Company shall deem appropriate.

(5)Unless otherwise designated by the Policyholder, the interest of any Beneficiary who does not survive the Insured shall be distributed to all other surviving Beneficiaries according to their proportional shares. If



[This English translation is for reference only. Should there be any conflicts, discrepancies or inconsistencies between the Chinese text and this English translation, the Chinese text shall prevail.]

there is no living Beneficiary, the death benefit payable to the Beneficiary under this Policy shall be paid to the Policyholder; if the Policyholder and the Insured is the same person, the death benefit shall be paid to the estate of the Policyholder.

(6)Subject to any applicable law, if any Beneficiary and the Insured pass away at the same time or if it is impossible to prove that such Beneficiary survived the Insured, the Company shall pay the death benefit as if the Insured survived the Beneficiary.

17 • MODIFICATION

The contents of this Policy shall not be modified or



[This English translation is for reference only. Should there be any conflicts, discrepancies or inconsistencies between the Chinese text and this English translation, the Chinese text shall prevail.]

amended except with the approval of the Company and unless an authorized representative of the Company has duly made remarks in the remarks section of this Policy or has issued an endorsement.

18 NISSTATEMENT OF AGE, SEX OR SMOKER/NON-SMOKER STATUS

This Policy is issued in accordance with the age, sex and smoker/non-smoker status of the Insured as stated in the Application Form. The age of the Insured shall be evidenced by his birth certificate or identification document. Age is defined as the age of the Insured on his last birthday prior to the Policy Date or, if the Policy Date corresponds



[This English translation is for reference only. Should there be any conflicts, discrepancies or inconsistencies between the Chinese text and this English translation, the Chinese text shall prevail.]

with the date of birth of the Insured, the age of the Insured Policy Where the on Date. the sex age, or smoker/non-smoker status of the Insured has been misstated resulting in payment of a lower Premium, the Sum Assured and other benefits payable under this Policy shall be adjusted downwards proportionately to be such as the Premiums paid would have purchased on the basis of the correct age, sex or smoker/non-smoker status. Where the age or sex has been misstated resulting in payment of a higher Premium, the Company shall issue a refund on any excess Premium paid without interest and without any adjustment of the Sum Assured and other benefits payable Policy. Where the correct this under age, sex or



[This English translation is for reference only. Should there be any conflicts, discrepancies or inconsistencies between the Chinese text and this English translation, the Chinese text shall prevail.]

smoker/non-smoker status of the Insured does not suit the underwriting requirements of the Company, the liability of the Company shall be limited to the refund of the Surrender Value to the Policyholder.

19 **NOTICE AND PROOF OF CLAIM**

- (1)The Company shall issue benefit proceeds under this Policy after receipt of the proof documents required for making a claim.
- (2)In the event of the death of the Insured and to the extent permitted by the law, the Company may request for an autopsy at the Company's expense.



[This English translation is for reference only. Should there be any conflicts, discrepancies or inconsistencies between the Chinese text and this English translation, the Chinese text shall prevail.]

20 • **DEDUCTION OF PREMIUM AT DEATH**

Where the Company shall issue benefit proceeds as a result of the death of the Insured, any outstanding Premium and unpaid Premium falling due for the Policy Year at the time of the death of the Insured shall be deducted from the death benefit.

21 • DISCHARGE OF LIABILITY

Unless otherwise provided in this Policy, the production by the Company of the following documents shall be a complete discharge of the Company from liability to pay the death benefit or other proceeds (as the case may be), and shall be final and conclusive evidence that such death benefit or other proceeds (as the case may be) have been duly received by the person or persons entitled to receive the same and that all claims and demands whatsoever against the Company in respect thereto have been fully satisfied:



[This English translation is for reference only. Should there be any conflicts, discrepancies or inconsistencies between the Chinese text and this English translation, the Chinese text shall prevail.]

- (1)A receipt for the death benefit payable to the Beneficiary signed by the Beneficiary or by a trustee for all Beneficiaries, or where no Beneficiary has been designated or no Beneficiary is entitled to receive the death benefit, such receipt shall be signed by the Policyholder or the executor or administrator of the Policyholder's estate; or
- (2)A receipt for other proceeds signed by the Policyholder, the executor or administrator of the Policyholder's estate, or any person entitled to receive such proceeds under this Policy; or
- (3)Evidence showing that the check issued by the Company for payment of the death benefit or other proceeds has



[This English translation is for reference only. Should there be any conflicts, discrepancies or inconsistencies between the Chinese text and this English translation, the Chinese text shall prevail.]

been deposited or cashed.

22 • POLICY TERMINATION

In addition to the circumstances where this Policy will be terminated as specified in this Policy, if the Sum Assured of this Policy is reduced to zero caused by the insufficient sum of the rider(s), this Policy and all its rider(s)will automatically terminate forthwith.

23 • DEATH BENEFIT OF INFANT

Where the Insured does not survive the age of one hundred and eighty (180) days, the death benefit payable by the Company shall be:



[This English translation is for reference only. Should there be any conflicts, discrepancies or inconsistencies between the Chinese text and this English translation, the Chinese text shall prevail.]

(1) an amount equivalent to 20% of the Sum Assured; or

(2) all Premiums paid;

whichever is higher.

24 · FATCA/CRS REPORTING AND

FATCAWITHHOLDING OBLIGATIONS

(1) Provision of Account Holder Information:

You must:

 (i) when you apply to take out this Policy, as a condition of its issue to you, and from time to time during this Policy when the Company requires you to do so, provide the Company with Account Holder Information about yourself and the other Account



[This English translation is for reference only. Should there be any conflicts, discrepancies or inconsistencies between the Chinese text and this English translation, the Chinese text shall prevail.]

Holders;

- (ii) provide the Company with such supporting documentation for and certification of Account Holder Information as the Company may require;
- (iii) where there is any change in Account Holder Information already provided to the Company (including, without limitation, any change in the residence address, tax residency, citizenship or tax status of an Account Holder), notify the Company immediately of this in writing and provide the Company with such information, documentation and certification in that regard as the Company may require;



[This English translation is for reference only. Should there be any conflicts, discrepancies or inconsistencies between the Chinese text and this English translation, the Chinese text shall prevail.]

- (iv) where there is a change in Account Holder, immediately provide to the Company the Account Holder Information for the new Account Holder (and where you propose that change, for example by notifying the Company you want to assign your rights under this Policy or nominate a new Beneficiary, you must provide the Company with the Account Holder Information on the new Account Holder as a condition to the Company's agreeing that change); and
- (v) complete and sign such documents and take such actions, as the Company may reasonably require from time to time to enable the Company to comply with the Company's FATCA Obligations and CRS



[This English translation is for reference only. Should there be any conflicts, discrepancies or inconsistencies between the Chinese text and this English translation, the Chinese text shall prevail.]

Obligations in respect of this Policy.

(2) Disclosure of Required Information:

You consent to the Company's disclosure and transfer of the Required Information to the Tax Authorities both in Hong Kong and outside Hong Kong to comply with the Company's FATCA Obligations and CRS Obligations and waive all rights you have, if any, to prohibit or restrict such disclosure.

(3) Withholding Tax (Applicable to FATCA only):

You consent to the Company's deduction and withholding of Withholding Tax from withholdable payments made to or from this Policy account and remitting the Withholding Tax to the IRS to comply with the Company's FATCA Obligations, if you are or any other Account Holder is a



[This English translation is for reference only. Should there be any conflicts, discrepancies or inconsistencies between the Chinese text and this English translation, the Chinese text shall prevail.]

Non Participating FFI.

(4) Other Account Holders:

Where you have an obligation under this Policy with respect to Account Holder Information relating to any other Account Holders you must use your best endeavours to procure that the other Account Holders comply with that obligation with regard to their Account Holder Information including providing to the Company directly that Account Information, supporting documentation Holder and certification and providing the Company their consent to the disclosure and transfer of that Account Holder Information to the Tax Authorities and, for FATCA purposes only, deducting and withholding Withholding Tax and remitting the Withholding Tax to the IRS. You agree



[This English translation is for reference only. Should there be any conflicts, discrepancies or inconsistencies between the Chinese text and this English translation, the Chinese text shall prevail.]

the Company may contact the other Account Holders directly for these purposes.

25 **RIGHTS OF THIRD PARTIES**

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

26 • CHINESE TEXT PREVAILS

The English translation (if any) of this Policy is for reference only. If there is any inconsistency between the English translation and the Chinese text, the Chinese text shall prevail.



[This English translation is for reference only. Should there be any conflicts, discrepancies or inconsistencies between the Chinese text and this English translation, the Chinese text shall prevail.]

27 • CLERICAL ERROR

Any clerical error by the Company shall neither invalidate insurance otherwise validly in force, nor continue insurance otherwise not validly in force.

28 • **OTHERS**

In this General Provisions, any words indicating the singular case include the plural and vice versa; any words embodying the masculine gender include the feminine and vice versa. In this General Provisions, a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or



[This English translation is for reference only. Should there be any conflicts, discrepancies or inconsistencies between the Chinese text and this English translation, the Chinese text shall prevail.]

replacements of any of them. Headings are inserted for convenience only and do not affect the interpretation of this Policy.



[This English translation is for reference only. Should there be any conflicts, discrepancies or inconsistencies between the Chinese text and this English translation, the Chinese text shall prevail.]

Rise Insurance Plan II (5) Benefit Provisions

- This Policy shall become effective upon the payment of initial Premium by the Policyholder and on the Issue Date of this Policy.
- 2. For the purpose of this Policy, Basic Amount means the amount shown on the Policy Information Page as the "Basic Amount" (or as amended by endorsement from time to time). The Basic Amount is used to calculate Premium and guaranteed Cash Value of the Basic Plan but it is not applicable to the calculation of the "death benefit". If the Basic Amount has been



[This English translation is for reference only. Should there be any conflicts, discrepancies or inconsistencies between the Chinese text and this English translation, the Chinese text shall prevail.]

amended while this Policy is in force, the said Premium and guaranteed Cash Value of the Basic Plan will be adjusted accordingly.

3. Maturity benefit

While this Policy is in force, provided that all due Premiums have been fully paid by the Policyholder and the Insured still survives, upon reaching Policy Maturity, the Company will pay to the Policyholder the "maturity benefit" which is equal to guaranteed Cash Value, less any Indebtedness (if any). This Policy shall then terminate.



[This English translation is for reference only. Should there be any conflicts, discrepancies or inconsistencies between the Chinese text and this English translation, the Chinese text shall prevail.]

4. Death benefit

While this Policy is in force, if the Insured dies and upon receipt of the proof of death of the Insured by the Company, which upon verification by the Company is proved to be covered under this Policy, the Company will pay to the Beneficiary(ies) the "death benefit" which is equal to the higher of below:

(i) one hundred and one percent (101%) of Accumulated Premium Due and Received of the

Basic Plan as at the date of death of the Insured; or (ii) the guaranteed Cash Value of the Basic Plan as at

the date of death of the Insured,

less any Indebtedness (if any). This Policy shall then terminate.



[This English translation is for reference only. Should there be any conflicts, discrepancies or inconsistencies between the Chinese text and this English translation, the Chinese text shall prevail.]

- 5. This Policy is a non-participating policy.
- 6. Termination of Policy

For the avoidance of doubt, this Policy shall terminate upon the occurrence of any of the following events (whichever is the earliest):

- (i) when this Policy is surrendered by the Policyholder;
- (ii) when the Company has paid the "maturity benefit" in full;
- (iii) when the Company has paid the "death benefit" in full;
- (iv) when the due Premium has not been paid by the



[This English translation is for reference only. Should there be any conflicts, discrepancies or inconsistencies between the Chinese text and this English translation, the Chinese text shall prevail.]

Policyholder to the Company within thirty one (31)

days after the Premium Due Date, and this Policy

has no remaining guaranteed Cash Value; or

(v) when the Indebtedness of this Policy is equal to or

exceeds the guaranteed Cash Value of this Policy.

 Clause Twelve (12) "POLICY LOAN " of the General Provisions will not be applicable to this Policy if the policy currency of this Policy is Chinese Yuan.