



中銀人壽延期年金計劃
(固定年期)

BOC Life Deferred Annuity
(Fixed Term)

保單條款
Provisions

中文版本 **P.1-27**

English versionP.28-58

第 I 部份 – 一般保單條款

1.1 釋義

除非文義另有所指，本部份所載定義適用於本保單出現的下列字詞。

額外資料	指個人識別資料或實體資料 (如適用) 以外之其他額外的資料、數據、表格、文件、書面聲明或證明及本公司所佔有或本公司可向你要求以滿足或遵守本公司之稅務和財務報告義務之保單資料。
年齡	指受保人的足歲數。
投保書	指由保單權益人及/或受保人本人或其他人士代表在人壽保險投保書、任何聲明、體格檢驗證明、問卷及其他之陳述。
基本計劃	指於承保表指明的基本計劃。
受益人	指保單權益人所指定在受保人死亡後領取保險金的一名或一名以上的人士 (如有)。
控制人	指，直接或間接對一個法人或安排行使控制權的人士，包括但不限於：就「法人」是一家公司而言，直接或間接擁有公司某水平或以上之股權，或直接或間接有權在該公司的成員大會上，行使某水平或以上的表決權，或支配該比重的表決權的行使；或對該公司的管理行使最終控制權的

一個人。如該法人是代另一人行事，而該名人行使對該法人的控制權，該名個人即是控制人。就合夥而言，控制人包括有權直接或間接享有或控制該合夥某水平或以上的資本或利潤；或直接或間接有權行使該合夥某水平或以上的表決權，或支配該比重的表決權的行使；或對該合夥的管理行使最終控制權的一個人。如合夥是代另一人行事，而該名人行使對該法人的控制權，該名個人即是控制人。就不屬公司、合夥或信託的法人，控制人包括最終擁有或控制該法人的一個人。如該法人是代另一人行事，而該名人行使對該法人的控制權，該名個人即是控制人。就「法律安排」是信託而言，控制人包括（在無須參照門檻下）對該信託行使最終有效控制權的一個人，可能包括財產授予者、受託人、保護人（如有）、一個受益人、集體受益人，或任何與此等人士相類之人士，或對此等人士行使控制權的個人。

實體資料

指，就保單權益人、受保人或受益人或上述非自然人之任何簽字人或合法代理人（如適用）而言，指與之有關之任何資料、數據、表格、文件、書面聲明或證明，包括但不限於其註冊地點、營業地點、業務性質、組織、居留法域和稅務所在地法域、稅務編號（不論位於香港或外地法域）、其每一名高級職員、董事、管理人、

控制人之身份、個人資料及有關資料，不論有關實體是否上市公司；如該實體為私人擁有，每一名股東、或控制人之身份、地址、居留國家、稅務所在地國家、國籍、出生日期及出生地點，以及關於上述任何人之任何個人資料及有關資料。

本集團

指本公司及其控股公司、分公司、附屬公司、代表處及關聯公司 (不論其所在地)。關聯公司包括本公司之控股公司之分公司、子公司、代表處及關聯公司 (不論其所在地)。

香港 欠款

指香港特別行政區。
指在本保單中所有未償還之貸款包括任何到期及應付之利息。

有關資料

指任何個人識別資料、保單資料、實體資料或額外資料。

受保人

指在本保單中，其生命受本公司承保之人士。受保人姓名列明於承保表內。

期滿日/ 到期日

指該註明於承保表內之日期。此為保單期滿日/到期日。

個人資料

指屬於目前生效且不時經修訂和補充之《個人資料 (私隱) 條例》(《香港法例》第 486 章) 所定義之「個人資料」範圍內之任何信息或資料。

個人識別資料

指就保單權益人、受保人或受益人或作為自然人之上述任何人之任何簽字人或合法代理人 (如適用) 而言，指與該人有關之任何資料、數據、表格、文件、書面聲明或證明，包括但不限於 (就該人而言) 姓名、住宅和郵寄地址、電話號碼、稅務地位/稅務所在地法域、年齡、國籍、公民身份、出生日期及出生地點、住處、住所地、稅務編號 (不論位於香港或外地法域)、個人和婚姻狀況及與該人有關之任何個人資料。

本保單

指本保單文件、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、附加於保單文件的任何附表及/或加簽批單。

保單週年日

指在保單有效期間往後每年與保單日期同月同日的日期。

保單日期

指承保表上註明為保單日期的日期，保單週年日、保單年度及保費到期日的計算都是以此日期來確定。

保單資料

指關於保單之任何資料、文件、書面聲明或證明，或本公司簽發之、保單權益人作為持有人之任何其他保單 (「其他保單」)，包括但不限於保單權益人、受保人和受益人之姓名、保單及其他保單 (如

適用) 下之保單編號、保費、利益、保單折算貨幣，你的保單及其他保單（如適用）之價值、收益、損失、貸記、借記、收費、預扣、餘額、轉讓、信託及受益安排、失效、重述及放棄，以及本公司不時收到之所有關於保單及其他保單（如適用）之指示。

保單資訊表

指與承保表一併發出及構成承保表一部份並標題為保單資訊表之附表。

保單簽發日期

指承保表內註明為保單簽發日期的日期，本公司於該日簽發本保單及本保單於該日起正式生效。

承保表

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、保單資訊表及其他保單細節。

保單權益人、閣下、你或您、你的或您的

指承保表指明乃保單權益人的人士（指個人或並非自然人之實體）。保單權益人是擁有本保單權益的人士。

保單年度

指一般由保單日期(包括保單日期當日)起直至首個保單週年日(不包括此首個保單週年日當日)的十二(12)個月期間，及後每一段由相關保單週年日起及包括保單週年日直至下一個接續之保單週年日(不包括該接續之保單週年日當日)的十二(12)個月期間。

保費	指於保單承保表顯示為每期保費之金額，此金額可於本公司同意下不時改變。
保險金	指根據本保單的條款應付的任何保障或給付金額。
紀錄	指本公司註加日期及簽署。
監管機構	指香港或任何其他法域之任何合法、法定、監管、行政、執法、政府、稅務或其他機構（包括但不限於香港稅務局、美國國稅局及經濟合作暨發展組織的相關機構）。
附加利益保障	指於承保表指明的附加利益保障。
稅務和財務報告義務	指本公司目前或將來可能須履行之任何義務，不論是按照香港或本公司須受約束之任何外國法域或本公司或不不論是根據契約、自願性質或另外為保障本公司之合法權益須承擔之任何法律、法例、法規或執業/行為守則的規定，包括但不限於根據香港與美國政府訂立之跨政府協議執行美國的《海外帳戶稅收合規法案》、《稅務條例》（香港法例第 112 章）有關交換財務帳戶資料的法律條文，及經濟合作暨發展組織出具之規定（包括為履行其共同報告標準 (CRS) 之主管機關協議 (CAA)），全部均為目前生效及不時經修訂和補充的：

- (i) 確定保單權益人、受保人及/或受益人之課稅狀況；
- (ii) 向監管機構提供任何資料；
- (iii) 保留將原可支付或累計給你、保單項下的受保人及/或受益人 (如適用) 之任何付款、金額或利益及/或向監管機構永久支付保留之全部金額或其一部分；及/或
- (iv) 採取本公司在有關情況下可合理地要求之該等任何其他行動，上述情況包括但不限於對保單下計算之餘額、利益或權利作出合理調整以反映並配合本公司在本段下的行動，不論該行動是否由監管機構指示或指定。

美國

指美利堅合眾國。

我們或本公司

指中銀集團人壽保險有限公司。

除非本保單內文另有規定，否則，在本保單內凡：

- (i) 表明一種性別的字眼亦包括另一性別；
- (ii) 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更改、修訂、補充、取替或轉讓；及
- (iv) 凡提述條款或附件即為本保單之條款或附件。

1.2 完全契約

由一般保單條款、其他條款、承保表及投保書(如有)組成的本保單構成您與本公司就本保單內規定的保障的全部合約。如一般保單條款和其他條款有任何不一致之處，概以其他條款為準。

您及／或受保人在投保書(如適用)及／或承保表上所作的所有聲明，在沒有欺詐的情況下，將被視為陳述而不是保證。任何聲明，倘非包括在投保書(如適用)及／或承保表內，本公司均不得用作廢除本保單或拒絕賠款的理由。

在未經本公司對本保單作出書面加簽批註並由本公司的授權代表簽署的情況下，本保單中的任何規定、條款或條件均不得被撤銷或修改。

我們將在符合本保單或其加簽批單的條款、條件及除外事項的規定下支付於保險期間，本保單所定下任何或全部或有事件發生時的相關賠償額，惟本公司承擔責任的先決條件為閣下妥為遵守及履行本保單或其加簽批單的條款、條件及除外事項。

1.3 不得異議

本不得異議條款只適用於本保單下之身故賠償部份。

除因欠繳保費或欺詐外，自：

- (i) 保單簽發日或恢復生效日（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，本保單之有效性將不得

被爭議;

- (ii) 任何增大保費自生效日期起計在受保人生存期間持續有效達兩(2)年後，所遞增的保費之有效性將不得被爭議。

本條款不適用於任何附加於本保單之傷殘、意外或其他附加利益保障。

1.4 自殺身亡

倘若受保人於下列日期起一(1)年內自殺身亡，無論自殺時神志清醒與否，本公司的責任只限於退還下列有關日期起計已繳付之基本計劃保費（不含利息）減除任何欠款：

- (i) 保單簽發日或恢復生效日（以較遲者為準）；或
- (ii) 任何增大保費之生效日期（只適用於所遞增之保費）。

1.5 年齡及/或性別的錯誤陳述

本保單是依據承保表上所載的年齡和性別而繕發。除了本公司在被欺詐的情況下擁有之權利外，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賦予的所有利益，將按照已付的保費與確實年齡與性別原可購買的利益所計算。

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之保費。

若依照受保人的正確年齡或性別，本保單：

- (i) 不可以被繕發；或
 - (ii) 應於較早日期終止生效，
- 本公司對不應給予保險的期間，只會賠付有關該期間已經支付的有關保費。

1.6 不受限制

除非另有所指定，投保人的居所、旅遊及職業均不受本保單限制。

1.7 繳付保費

自首期保費繳付後，所有保費應在保費到期日或之前繳付到本公司之香港辦事處或交予任何其授權代理人。應繳的保費金額及其到期日均列明於承保表內。

繳付保費之方式可予以變更，惟必須事先以書面通知本公司，並符合本公司最低保費數額的要求及本公司其他適用之規定。但當基本計劃或任何附加利益保障之保費在根據本保單的利益保障而被豁免時，保費繳付方式則不能變更。

於繳付首期保費後，若未能在保費到期日或之前向本公司繳付保費，即被視為欠交保費。

1.8 未繳付之保費

倘若於寬限期完結時，保費仍未被繳付，除非按自動貸款或不能作廢條款處理，否則本保單即告失效。

1.9 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指引的規定下，所有向本公司支付或由本公司支付的款項，均以承保表上所列明之保單貨幣支付。惟本公司有絕對酌情決定權，可根據處理款項當天本公司不時選定以市場為基礎並當時適用之兌換率，以港幣折算收取或支付款項(包括但不限於任何保費支付、賠償給付或給與貸款)。所有本公司之應付款項，均由本公司之香港辦事處支付。

1.10 擁有權

在本保單內，凡提述『你』或『閣下』等皆指本保單之保單權益人。作為本保單之保單權益人，在本保單有效期內，你擁有本保單內之所有權益，而在行使該等權益時無須取得本保單受益人或其他信託人之同意。本保單並不容許擁有權的轉換。

1.11 轉讓

保單權益人不可將本保單轉移或轉讓予任何其他人士，及將本保單作為任何信託、留置或任何形式的押記。

1.12 受益人

若閣下於本保單或以書面指定受益人，該受益人將被視為有資格於本保單生效期間，在受保人身故後領取身故賠償、額外身故賠償（如適用）及額外意外身故賠償（如適用）。

在本保單有效期內及受保人仍生存期間，閣下可提供令本公司

滿意的書面通知更改受益人。

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，則本保單之身故賠償、額外身故賠償（如適用）及額外意外身故賠償（如適用）將給付予保單權益人之遺產。

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、額外身故賠償（如適用）及額外意外身故賠償（如適用）將支付予保單權益人、其遺產、其遺產代理人或本公司按本公司完全和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，該身故賠償則將付給受益人的遺產。

若受保人及受益人在不能確定其身故先後的情況下去世，則當作受保人於受益人身故時尚存。

任何受益人的轉換必須要以書面通知本公司及均需完全合乎本公司訂立之所有要求及條件，方可生效。當本公司令轉換受益人開始生效時，受保人無須仍然在世。本公司對在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。

若有多於一名受益人時，則身故賠償、額外身故賠償（如適用）及額外意外身故賠償（如適用）將按閣下預先定下的比例分配予各受益人。若閣下並未有定下身故賠償、額外身故賠償（如適用）及額外意外身故賠償（如適用）之分配比例，或所有分配百分比之總和不相等於 100%時，本公司將有權決定平均分配，或按本公司認為恰當之比例分配身故賠償、額外身故賠償

(如適用)及額外意外身故賠償(如適用)予各受益人。

如果沒有尚存受益人或閣下並沒有指定受益人，身故賠償、額外身故賠償(如適用)及額外意外身故賠償(如適用)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之人士。

1.13 稅務及滙報

為使本公司向你出具保單及/或根據該保單的條款提供你可另外獲得的部分或所有利益及/或為使保單按照本文項下之條款繼續生效，你承諾協助本公司按照以下第(a)至(h)分項所述之方式及其中之條款和條件履行其稅務和財務報告義務。

(a) 你確認本公司是或可能：

- i. 被要求按照任何本地或外國的法律、法規、守則或指引收集、積聚、儲存、匯編、使用和處理有關資料並向監管機構(或向扣繳義務人、監管人、合資格中介人及其他負責傳送本保單下的資金至你的賬戶之其他中介人)披露及/或傳送任何有關資料及/或滿足本公司之稅務和財務報告義務，且監管機構可能位於香港以外。
- ii. 被要求為提供外判服務以支持本集團的業務營運之目的向第三方(包括向本集團)轉移你的有關資料，且此等服務供應商和資料處理者可能位於香港以外。

(b) 你確認：你已向本公司提供相關的有關資料，並特此同意並贊成本公司可收集、儲存、匯編、使用和處理上述有關資料及向監管機構(或向扣繳義務人、監管人、合資格中介人

及其他負責傳送本保單下的資金至你的賬戶的中介人) 及上文第 1.13 條所指的任何第三方服務供應商和資料處理者披露、轉移及/或匯報上述有關資料。

(c) 如已經或將會向本公司提供以下個人資料：

- i. 僱員、董事、高級職員、承包商、代理人、股東和控制人；
- ii. 受保人或受益人的僱員、董事、高級職員、承包商、代理人、股東和控制人；

你特此保證你已取得 (或承諾你將取得) 每一資料當事人允許向本公司披露該個人資料，以及本公司以上文第(a) (i) 和 (ii) 分項規定之方式使用、處理、披露和轉移該個人資料之同意。你將全面並持續地就由於你未能取得該同意而產生之任何及所有索償、損失和責任向本公司賠償。

(d) 如果你向本公司提供之任何有關資料變更，你同意在有關變更之日起計三十(30)天內，就該變更以書面方式通知本公司。

(e) 如您向本公司及/或本集團內任何其他公司提供之任何有關資料虛假、具誤導性、或不準確，而有關資料導致本公司及/或本集團內其他公司違反任何與稅務和財務報告義務有關的本地或外國的法律、法例、法規、或執業/行為守則 (本公司及/或本集團內其他公司須受約束或承擔之)，您將全面並持續地就您未能確保您向本公司及/或本集團內其他公司提供之任何有關資料的真實性或準確性而導致之任何及所有索償、損失和法律責任向本公司及/或本集團內其他公司

作出彌償。

- (f) 在本公司向你發出書面要求 ("有關要求") 後三十 (30) 天內，你應向本公司提供其要求之任何有關資料 ("要求提供的資料") 或採取有關要求指定的、本公司合理地相信或認為本公司遵守其稅務和財務報告義務所需之該等其他行動。

如你未能在有關要求指定的時間內，向本公司提供任何要求提供的資料或採取本公司在有關要求中指定之該等其他行動，(且如果本公司合理地認為遵守其稅務和財務報告義務所必需的，) 本公司應有權 (且你特此不可撤銷地授權本公司) 在向你發出事先書面通知後 (且不就此等行動對你或任何其他人士產生任何種類責任之情況下) 採取以下行動：

- i. 向監管機構匯報該保單；
- ii. 向監管機構披露或傳送任何有關資料；
- iii. 保留將原可支付或累計給你、保單項下的受保人及/或受益人 (如適用) 之任何付款、金額或利益及/或向監管機構永久支付或另外向監管機構負責該保留的全部金額或其一部分，且不論是本公司計算的或監管機構或香港或任何外國法域之任何法律、法例或法規指定的；及/或
- iv. 採取在有關情況下可合理地要求或監管機構指示或指定之該等任何其他行動，上述情況包括但不限於對保單下計算之價值、餘額、利益或權利作出調整。

根據本分項發出之書面要求或通知可以寄往你的最後已知郵寄地址給你，或如果保單在其後已轉讓或存放於信託，寄

予排名第一之受讓人或受託人 (如適用) 信託持有，並應被視為你、該排名第一之受讓人或受託人 (如適用) 在郵寄後四十八(48) 小時 (如該地址位於香港) 或在寄出後七 (7) 天 (如郵寄至香港以外之地址) 已收到該書面要求或通知。類似情況下，如本公司有任何義務向你提供有關任何法律或法規變更之通知，該通知也可以本段所述之方式發出，並將於適當之期限結束後全面生效。

- (g) 你同意：如本公司保留任何在本保單下可另外向你、保單下的受保人及/或受益人 (如適用) 支付或累計的金額 (無論如何表達該保留)，本公司應以按其合理意見最公平地反映該等保留對保單產生之影響的方式管理保單，包括但不限於向監管機構支付或另外向監管機構負責全部保留金額或其一部分。
- (h) 如果本公司採取在有關情況下可合理地要求或監管機構指示或指定之該等任何其他行動，本公司應向你發出解釋該行動造成之影響之書面通知。

1.14 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。

1.15 英文文本為準

本保單之中文譯本只作參考之用，如中文譯本與原英文文本有歧異，則以英文文本為準。

1.16 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。

1.17 第三者權利

任何不屬於本保單及/或其附加利益保障之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) 或以其他方式執行本保單及/或其附加利益保障之任何條款。

第 II 部份 · 基本條款

2.1 釋義

除非文義另有所指，本部份所載定義適用於本保單出現的下列字詞。

年金領取人 指有權根據每月保證年金入息條款內第 3.2 條領取每月保證年金入息的一名人士。年金領取人為本保單的保單權益人。

年金入息期 指保單資訊表顯示之年金入息期，而在該期間本公司向年金領取人支付每月保證年金入息。

身故賠償 指根據保障給付條款內第 4.1 條所付予之賠償。

寬限期 指本公司可用絕對酌情權根據基本條款內第 2.3 條而設定的期間。

保證現金價值 指根據保單價值表並假設本保單一直生效而釐訂的保證現金價值。

每月保證年金入息 指根據每月保證年金入息條款內第 3.2 條列出的每月保證年金入息。

月結日 指保單日期後之每一個整月與保單日期的日子同日的日期。如於任何月份沒有與保單日期的日子同日的日

子，則以緊接該日子之後之工作日為月結日。

不能作廢價值

指在任何有關時間，此項價值相等於保證現金價值，加上任何積存每月保證年金入息及其積存利息。

已繳總保費

指就基本計劃所有已繳保費。計算已繳總保費時並不包括任何附加利益保障之保費。如每月保證年金入息減少，已繳總保費亦將按比例減少。

保單價值表

指與承保表一併發出及構成承保表一部份，並標題為保單價值表。

工作日

指香港持牌銀行營業的任何日子(星期六除外)，但不包括《釋義及通則條例》(香港法例(第1章))第71(2)條詮釋的任何烈風警告日或黑色暴雨警告日。

2.2 生效

本保單由保單簽發日期凌晨零時一分起生效直至本保單在下述任何一種情況最早發生便立即終止生效：

- (i) 受保人身故；
- (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；或
- (iv) 本保單於保費寬限期後失效。

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。

2.3 寬限期

自首期保費後，每次繳費到期日起計有三十一（31）天寬限期，在此期間本保單仍然有效。若超過寬限期仍未繳足保費，本公司無需通知保單權益人而本保單即自行失效，及本公司將支付保單權益人不能作廢價值（如有）。

2.4 恢復生效

倘本保單因超過寬限期仍未繳付保費而失效，而當時並未退保領取不能作廢價值或保單權益人並未按不能作廢條款內第6.1條行使不能作廢的選擇，本保單可在欠交保費日期起計一（1）年內恢復生效，惟須受制於以下條件：

- (i) 保單權益人以書面向本公司申請恢復生效；
- (ii) 受保人需提交令本公司滿意之可受保證明；
- (iii) 繳付所有逾期未付之保費及利息。

逾期未付保費之利息以本公司不時所宣佈之利率按年複息計算至保單復效日為止。

復效的申請將構成本保單的一部份，而「不得異議」條款及「自殺身亡」條款將會自復效生效日期起重新生效。

第III部份 - 每月保證年金入息條款

3.1 年金入息期條款

於本保單有效期間，若受保人仍然在生及所有到期保費已妥為繳付，本公司將於年金入息期內之每個月結日支付每月保證年金入息予年金領取人。

3.2 每月保證年金入息

在不抵觸以上第3.1條的情況下，本公司將於年金入息期內支付於保單資訊表顯示之每月保證年金入息予年金領取人。

任何於受保人身故後由本公司給付的每月保證年金入息將成為可由本公司追溯之本保單的債項，本公司保留就該等債項徵收利息的權利，息率由本公司不時決定。利息將於每天結算，若於保單年度結束時尚未償還，累積利息則撥加於本金，以計算下一個保單年度的利息。本公司將從本保單應付的賠償中扣除所有債項(包括累積利息)。

3.3 每月保證年金入息給付方式

保單權益人可選取下列其中一項方式領取每月保證年金入息：

選擇一： 現金
- 提取現金。

選擇二： 積存生息
- 保留在本公司積存生息，利率由本公司不時宣佈決定。

若沒有揀選任何方式，選擇一將自動被採用。

第IV部份 - 保障給付條款

在符合本保單的條款及條件的規定下，本公司將作出以下賠償：

4.1 身故賠償

在符合本保單的條款及條件下，並於切實可行範圍內盡快向本公司遞交為其滿意的書面索償申請後，本公司將依一般保單條款內第1.12條之規定，向受益人作出以下賠償：

4.1.1 身故賠償

倘受保人在本保單生效期間身故，本公司將給付一筆相等於以下計算之金額：

(i) 以較高者為準：

(a) 身故日之保證現金價值；或

(b) 身故日之已繳總保費的110%(以當時之已繳總保費的100%加上以下金額為上限)扣除所有已派發之每月保

證年金入息：

- 1)(I) 100,000港幣(如承保表內保單貨幣為港幣)；或 (II) 12,500美元(如承保表內保單貨幣為美元)；或 (III) 78,125人民幣(如承保表內保單貨幣為人民幣)，如受保人於第二(2)個保單週年日前身故；或
 - 2)(I) 300,000港幣(如承保表內保單貨幣為港幣)；或 (II) 37,500美元(如承保表內保單貨幣為美元)；或 (III) 234,375人民幣(如承保表內保單貨幣為人民幣)，如受保人於第二(2)個保單週年日或之後身故；加
- (ii) 任何積存每月保證年金入息及其任何積存利息；扣除
- (iii) 任何未繳的應付保費。

惟若受保人受保於超過一份本公司簽發的中銀人壽延期年金計劃(固定年期)之保單，

(A) 則本公司根據所有這些保單給付身故賠償最高款額為：

(i) 以較高者為準：

- (a) 所有這些保單於身故日之保證現金價值之總和；或
- (b) 所有這些保單於身故日之已繳總保費的100%扣除在所有這些保單下所有已派發之每月保證年金入息加上以下金額：

- 1)(I) 100,000港幣（如每一保單於其承保表內顯示之保單貨幣為港幣）；或 (II) 12,500美元（如每一保單於其承保表內顯示之保單貨幣為美元）；或 (III) 78,125人民幣（如每一保單於其承保表內顯示之保單貨幣為人民幣）；或 (IV) 如受保人同時受保於港幣及/或美元及/或人民幣面值保單，則100,000港幣或12,500美元或78,125人民幣的最高者（以有關保單所屬之保單貨幣最高者為準），如受保人於保單日期為最早之保單的第二(2)個保單週年日

前身故；或

2)(I) 300,000港幣（如每一保單於其承保表內顯示之保單貨幣為港幣）；或 (II) 37,500美元（如每一保單於其承保表內顯示之保單貨幣為美元）；或 (III) 234,375人民幣（如每一保單於其承保表內顯示之保單貨幣為人民幣）；或 (IV) 如受保人同時受保於港幣及/或美元及/或人民幣面值保單，則300,000港幣或37,500美元或234,375人民幣的最高者（以有關保單所屬之保單貨幣最高者為準），如受保人於保單日期為最早之保單的第二(2)個保單週年日或之後身故；加

- (ii) 所有這些保單之任何累積每月保證年金入息及其任何積存利息；扣除
- (iii) 所有這些保單之任何未繳的應付保費；

及

(B) 本公司只需要就所有這些保單支付以上(A)的數額一次。

4.1.2 解除責任

由受益人所簽署的身故賠償或其他保險金的收據，或由本保單下有權領取該保險金的任何人士簽署的收據；或本公司支付身故賠償或其他保險金已被存入或兌現之證明，即解除本公司於本保單下進一步的責任。

4.2 期滿利益

若受保人於期滿日仍然生存，本公司將向保單權益人給付一筆相等於：

- (i) 期滿日之保證現金價值；加
- (ii) 任何積存每月保證年金入息及其任何積存利息。

4.3 退保

於本保單有效期間及在本保單已有積存保證現金價值的前提下，保單權益人可向本公司退還本保單以取得本保單之退保價值。該退保價值相等於：

- (i) 保證現金價值；加
- (ii) 任何積存每月保證年金入息及其任何積存利息。

本公司保留延遲給付退保價值之權利，惟最遲不得超過自退保日起計六(6)個月。

保單權益人之退保請求必需以本公司指定表格以書面方式向本公司之香港辦事處提交。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。

第V部份 - 貸款條款

5.1 保單貸款

本公司不會對本保單給予任何貸款。

第VI部份 - 不能作廢條款

6.1 不能作廢的選擇

若於保費到期日屆滿前保費尚未被繳付，而不能作廢價值是高於零，保單權益人可以書面通知向本公司提出選擇領取不

能作廢價值，而本公司須於有關寬限期終止前收到該通知。

一經行使這不能作廢的選擇，本保單即告終止而本公司於本保單下亦無進一步責任。

Part I - General Policy Provisions

1.1 DEFINITIONS

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

Additional Information means any information, data, form, documentation, written statement or certification in addition to Personally Identifiable Information or Entity Information (as applicable) and Policy Information that is in the Company's possession or that the Company may require from you in order to fulfill or comply with the Company's Tax and Financial Reporting Obligations.

Age means the Insured's age on last birthday.

Application means the life insurance application form, any declarations, medical evidence forms, questionnaires and any other statements made, by or on behalf of the Insured and/or the Policy Owner.

Basic Plan means the basic plan specified as such in the Policy Specifications.

Beneficiary means a person or persons (if any) designated by the Policy Owner to receive the Proceeds upon the Insured's death.

Controlling Person means, a person who directly or indirectly has control over a legal person or arrangement,

including but not limited to: with respect to a legal person which is a company, a person who has a direct or indirect share ownership at or above a certain percentage of the company; is directly or indirectly entitled to exercise or control the exercise of not less than a certain percentage of the voting rights at general meetings of the company; or exercises ultimate control over the management of the company. If the legal person is acting on behalf of another person over whom the individual exercises control, the individual is a Controlling Person. With respect to a partnership, Controlling Person includes a person who is entitled to or controls, directly or indirectly, not less than a certain percentage of the capital or profits of the partnership, or is directly or indirectly entitled to exercise or control the exercise of not less than a certain percentage of the voting rights in the partnership, or exercises ultimate control over the management of the partnership. If the partnership is acting on behalf of another person over whom the individual exercises control, the individual is a Controlling Person. With respect to a legal person which is not a company, partnership or trust, a Controlling Person includes an individual who ultimately owns or controls the entity. If such legal person is acting on behalf of another person over whom the individual exercises control, the individual is a Controlling Person. With respect to a “legal arrangement” which is a trust, Controlling Person includes a person exercising ultimate effective control over the trust which may include the settlor, the trustee(s), the protector (if any), a

beneficiary or class of beneficiaries, without reference to thresholds or any individual who is in a position similar to any of such persons or an individual exercising control over any such person.

Entity Information

means, in respect of the Policy Owner, Insured or Beneficiary or any of the aforesaid's signatory or lawful attorney (as applicable) who is not a natural person, any information, data, form, documentation, written statement or certification relating to the same including, but not limited to, its place of incorporation, place(s) of business, nature of business, organization, jurisdiction(s) of its residence and tax residence(s), taxpayer identification number(s) (in Hong Kong and other foreign jurisdictions), identity, Personal Data and Information relating to each of its officers, directors and managers and Controlling Person(s), whether the entity is publicly traded or not, in case where the entity is privately held, identity, address, country of residence, country of tax residence, nationality, date and place of birth of each shareholder, or Controlling Person, any Personal Data and Information relating to any aforesaid person.

Group

means the Company and its holding companies, branches, subsidiaries, representative offices and affiliates, wherever situated. Affiliates include branches, subsidiaries, representative offices and affiliates of the Company's holding companies, wherever situated.

Hong Kong	means the Hong Kong Special Administrative Region.
Indebtedness	means all unpaid loans on this Policy, including any interest due and accrued.
Information	means any Personally Identifiable Information, Policy Information, Entity Information or Additional Information.
Insured	means the person whose life is insured by the Company under this Policy. The Insured is named in the Policy Specifications.
Maturity Date / Expiry Date	means the date as shown in the Policy Specifications when this Policy will mature / expire.
Personal Data	means any information or data which would fall within the definition of “Personal Data” as defined in CAP 486 PERSONAL DATA (PRIVACY) ORDINANCE, the Laws of Hong Kong as currently in force and as amended and supplemented from time to time.
Personally Identifiable Information	means in respect of the Policy Owner, Insured or Beneficiary or any of the aforesaid’s signatory or lawful attorney (as applicable) who is a natural person, any information, data, form, documentation, written statement or certification relating to the person including, but not limited to, in respect of such person, name(s), residential and mailing address(es), telephone number(s), tax status/residence(s), age, nationality(ies),

citizenship(s), date and place of birth, residence(s), domicile(s), taxpayer identification number(s) (in Hong Kong and other foreign jurisdictions), personal and marital status and any Personal Data relating to the person.

This Policy

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

Policy Anniversary

means the same day and month as the Policy Date in each succeeding year after the Policy Date while this Policy remains in force.

Policy Date

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

Policy Information

means any information, documentation, written statement or certification relating to the Policy, or any other policies issued by the Company of which the Policy Owner is a holder (“Other Policies”), including but not limited to the name(s) of the Policy Owner, Insured and Beneficiary, policy number(s), Premium, benefits under the Policy and Other Policies (if applicable), denominated currency(ies), values, gains, losses, credits, debits, charges, withdrawals, balances, transfers, trust and beneficiary arrangements, lapses, reinstatements and surrender of your Policy and Other Policies (if

applicable) and all instructions received by the Company in connection with the Policy and Other Policies (if applicable) from time to time.

Policy Information Sheet means the schedule headed “Policy Information Sheet” issued together with and formed part of the Policy Specifications.

Policy Issue Date means the date specified as such in the Policy Specifications, on which the Company issued this Policy and on which this Policy will take effect.

Policy Specifications means the Policy Specifications issued by the Company to the Policy Owner as attached to this Policy as amended from time to time, which contains the policy number of this Policy, the coverage details, the Policy Information Sheet and other policy particulars.

Policy Owner, you or your means the person who is an individual or an entity who is not a natural person, specified as Policy Owner in the Policy Specifications. Policy Owner is the owner of this Policy.

Policy Year means the period of twelve (12) calendar months commencing from and including the Policy Date up to but excluding the first Policy Anniversary and thereafter, each subsequent period of twelve (12) months commencing from and including the relevant Policy Anniversary up to but excluding the next ensuing Policy Anniversary.

Premium means the amount shown as modal premium in the

Policy Specifications and may be varied with the agreement of the Company from time to time.

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

Records means this Company dates and signs.

Relevant Authority means any legal, statutory, regulatory, administrative, law enforcement, governmental, tax or other authority in Hong Kong or in any other jurisdiction (including but not limited to the Hong Kong Inland Revenue Department, the Internal Revenue Service of the United States of America, and the relevant agencies of the Organization for Economic Co-operation and Development).

Rider means rider(s) (if any) specified as such in the Policy Specifications.

Tax and Financial Reporting Obligations means any obligation that the Company is currently, or may in the future be, subject to, whether in accordance with any law, legislation, regulation or code(s) of practice/conduct in Hong Kong or any foreign jurisdiction to which the Company is subject or as assumed by the Company, whether contractually, voluntarily or otherwise for the protection of the Company's legitimate interests (including but not limited to the implementation of the U.S. Foreign Account Tax Compliance Act pursuant to the intergovernmental agreement between Hong Kong and the U.S., the legal provisions for exchange of

financial account information provided under the Inland Revenue Ordinance (Cap. 112), provisions issued by the Organization for Economic Co-operation and Development, including a Competent Authority Agreement (CAA) to implement its Common Reporting Standard (CRS), all as currently in force and as amended and supplemented from time to time):

- (i) to determine the tax status of the Policy Owner, the Insured and/or the Beneficiary;
- (ii) to provide any Information to a Relevant Authority;
- (iii) to withhold any payment, sum or benefit that would otherwise be paid or would accrue to you, Insured and/or Beneficiary (as applicable) under the Policy and/or permanently pay over all or part of the withheld amount to a Relevant Authority; and/or
- (iv) to take any such other action as may be reasonably required in the circumstances, including but not limited to, making reasonable adjustments to your calculated balances, benefits, or entitlements under the Policy to reflect and accommodate the Company's actions under this paragraph whether such action is directed or designated by the Relevant Authority.

U.S. means the United States of America.

We, us, our or Company means BOC Group Life Assurance Company Limited.

Unless the context requires otherwise in this Policy:

- (i) words denoting one gender shall include the other gender;
- (ii) words denoting the singular shall include the 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; and
- (iv) references to Clause or schedule are references to a clause of or a schedule to this Policy.

1.2 THE ENTIRE CONTRACT

This Policy, comprised of GENERAL POLICY PROVISIONS, other Provisions, Policy Specifications and Application (if any), shall constitute the entire contract between you and us with respect to the coverage provided hereunder. In case of any inconsistency between those GENERAL POLICY PROVISIONS and other Provisions, the other Provisions will have precedence.

All statements made by you and/or the Insured in the Application (if any) and/or the Policy Specifications shall, in the absence of fraud, be deemed 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 Specifications.

No condition, provision or term of this Policy may be waived or modified except by written endorsement issued by the Company and signed by its authorized signatories.

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 INCONTESTABILITY

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

Except for non-payment of Premiums 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 Insured for two (2) 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 after it has been in force during the lifetime of the Insured for two (2) years from the effective date of such increase.

This provision shall not apply to any Riders granting disability, accidental or any benefits attached to this Policy.

1.4 SUICIDE

If the Insured commits suicide, while sane or insane at the material time, within one (1) year from the following date, the Company's liability shall be limited to a refund of Premiums paid for the Basic Plan since the relevant date without interest less any Indebtedness:

- (i) The 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).

1.5 MISSTATEMENT OF AGE AND/OR SEX

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

the basis of the correct age and sex.

If the 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 paid shall be refunded.

If at the Insured's correct age or sex, this Policy:

- (i) would not have been issued; or
 - (ii) would have terminated at an earlier date,
- the only amount payable by the Company for the period that coverage would not have been in force will be the Premiums paid for that period.

1.6 FREEDOM FROM RESTRICTIONS

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

1.7 PAYMENT OF PREMIUMS

All Premiums after the first Premium payment shall be payable on or before their respective due dates to the Hong Kong office or through an authorized representative of the Company. The amount of Premium payable and its due date are set out in the Policy Specifications.

The mode of Premium payments may be changed by advance written notice to the Company provided that the minimum Premium requirements and any applicable rules adopted by the Company are satisfied. Changes may not be made while Premiums of the Basic Plan or any Rider are being waived under the benefits of this Policy.

After payment of the first Premium, failure to pay a Premium on or before its due date to the Company will constitute a default in payment of Premium.

1.8 NON-PAYMENT OF PREMIUMS

If a Premium is not paid by the end of the Grace Period, then this Policy will immediately lapse, unless Automatic Premium Loan or Non-forfeiture provisions apply.

1.9 CURRENCY AND PLACE OF PAYMENT

All amounts payable to or by the Company will be payable in the policy currency shown in the Policy Specifications 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 payment, making any benefit payment or granting a loan) in Hong Kong dollars using the prevailing market-based exchange rate as determined by the Company from time

to time on the date that the payment is processed. All amounts due from the Company will be payable at its Hong Kong office.

1.10 OWNERSHIP

In this Policy, the words “you” and “your” refer to the Policy Owner of this Policy. As the Policy Owner, you have all rights of ownership in this Policy while it is in force. To exercise these rights, you do not need the consent of any Beneficiary or trustee of this Policy. Change of ownership is not allowed for this Policy.

1.11 ASSIGNMENT

This Policy is neither transferable nor assignable to any other person by the Policy Owner and shall not be subject to any trust or lien or charge of any kind by him.

1.12 BENEFICIARY

Whenever a Beneficiary is designated either in this Policy or by a declaration in writing by you, such Beneficiary will be deemed to be beneficially entitled to the Death Benefit, Additional Death Benefit (if applicable) and Additional Accidental Death Benefit (if applicable) under this Policy if the Insured dies while it is in force.

During the lifetime of the Insured and while this Policy is in force, you may change the Beneficiary by giving a written notification satisfactory to the Company.

If the Policy Owner is also the Insured and the Beneficiary dies before the Policy Owner or within thirty (30) days after the death of the Policy Owner, the Death Benefit, Additional Death Benefit (if applicable) and Additional Accidental Death Benefit (if applicable) will be payable to the

estate of the Policy Owner.

If the Policy Owner is not the Insured and the Beneficiary dies before the Insured or within thirty (30) days after the Insured's death, the Death Benefit, Additional Death Benefit (if applicable) and Additional Accidental Death Benefit (if applicable) shall be paid to the Policy Owner, 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 Insured's death, the Death Benefit shall be payable to the Beneficiary's estate.

If the Insured and Beneficiary or Beneficiaries die in circumstances rendering it uncertain that anyone of them, or which of them survived the other or others, the Insured shall be deemed to have survived the Beneficiary or Beneficiaries.

A change of Beneficiary shall be effective only if the request is made by written notification and has satisfied all the requirements and conditions set by the Company. The Insured does not have to be living when the request for change of Beneficiary is put into effect by the Company. The Company will not be responsible for any payment it has made or other action it has taken before the change takes effect.

If there is more than one Beneficiary, the Death Benefit, Additional Death Benefit (if applicable) and Additional Accidental Death Benefit (if applicable) shall be paid to the Beneficiaries in the proportion specified by you. If you have not specified the proportion of the Death Benefit, Additional Death Benefit (if applicable) and Additional Accidental Death Benefit (if applicable) to be paid to each Beneficiary or all the proportions add up to a figure other than 100%, the Company shall have the discretion to pay the Death Benefit, Additional Death Benefit (if applicable) and Additional Accidental Death Benefit (if applicable) to

all the Beneficiaries in equal shares or in such proportion as the Company thinks appropriate.

If there is no living Beneficiary or no Beneficiary has been designated by you, the Death Benefit, Additional Death Benefit (if applicable) and Additional Accidental Death Benefit (if applicable) shall be paid to the Policy Owner, his estate, his personal representatives or other persons entitled to receive the same.

1.13 TAX AND REPORTING

In order for the Company to issue the Policy to you and/or to provide some or all of the benefits that are otherwise available to you under its terms and/or for the Policy to remain in force in accordance with the terms hereunder, you undertake to assist the Company to meet its Tax and Financial Reporting Obligations in the manner and upon the terms and conditions as set out in sub-clauses (a) to (h) herein below.

- (a) You acknowledge that the Company is or may be:
- i. required to collect, gather, store, compile, use and process Information and to disclose and/or transmit any of the Information to a Relevant Authority (or to withholding agents, custodians, qualified intermediaries, and other intermediaries who are responsible for the transmittal of funds under this Policy to your account) in accordance with any local or foreign law, regulation, code or guideline and/or to satisfy the Company's Tax and Financial Reporting Obligations and the Relevant Authority may be located outside of Hong Kong.
 - ii. required to transfer your Information to third parties (including to the Group) for the purpose of providing outsourced services to support the Group's business operations and that these service

providers and data processors may be located outside of Hong Kong.

(b) You acknowledge you have provided the Company with the relevant Information and hereby consent and agree that the Company may collect, store, compile, use and process such Information and disclose, transfer and/or report such Information to the Relevant Authority (or to withholding agents, custodians, qualified intermediaries, and other intermediaries who are responsible for the transmittal of funds under this Policy to your account) and any third party service providers and data processors referred to in Clause 1.13 above.

(c) Where you have provided or will provide the Company with Personal Data of:

- i. employees, directors, officers, contractors, agents, shareholders and Controlling Persons;
- ii. employees, directors, officers, contractors, agents, shareholders and Controlling Persons of the Insured or Beneficiary;

You hereby warrant that you have obtained, or undertake that you will obtain, the consent of and from each such data subject permitting the disclosure of such Personal Data to the Company and the use, process, disclosure and transfer of such Personal Data by the Company in the manner contemplated in sub-clause (a) (i) and (ii) above. You will fully and continually indemnify the Company from and against any and all claims, losses and liabilities incurred as a result of any failure on your part to have obtained such consent.

(d) If any of the Information provided by you to the Company changes, you agree to inform the Company in writing of any such

change within thirty (30) days from the date of the relevant change.

- (e) If any of the Information provided by you to the Company and/or any other companies within the Group is false, misleading, or inaccurate and such Information causes the Company and/or any other companies within the Group to be in breach of any provision of any law(s), legislation(s), regulation(s) or code(s) of practice/conduct in Hong Kong or in any foreign jurisdiction to which the Group or the relevant company is subject, or as assumed by it in relation to Tax and Financial Reporting Obligations, you will fully and continually indemnify the Company and/or each such company within the Group from and against any and all claims, losses and liabilities incurred as a result of any failure on your part to ensure the truthfulness and accuracy of such Information.
- (f) Upon the Company's written request to you ("Request"), you shall, within thirty (30) days of the date of the Request, provide the Company with any Information requested by it ("Required Information") or take such other action as specified in the Request that We reasonably believe or consider to be required in order to comply with its Tax and Financial Reporting Obligations.

In the event where you fail to provide the Company with any of the Required Information or to take such other action as is specified by the Company in the Request within the time period stated in the Request, (and if the Company reasonably believes it to be necessary for it to comply with its Tax and Financial Reporting Obligations,) the Company shall be entitled to, upon prior written notice to you, and you hereby irrevocably authorize the Company to, and without incurring any liability whatsoever to you or any other person for these actions:

- i. report the Policy to a Relevant Authority;

- ii. disclose or transmit any of the Information to a Relevant Authority;
- iii. withhold any part or all of any payment, sum or benefit that would otherwise be paid or would accrue to you, Insured and/or Beneficiary (as applicable) under the Policy and/or permanently pay over or otherwise account for all or part of such withheld amount to a Relevant Authority and whether calculated by the Company or as specified by the Relevant Authority or by any law, legislation or regulation of Hong Kong or any foreign jurisdiction; and/or
- iv. take any such other action(s) as may be reasonably required in the circumstances or as directed or designated by a Relevant Authority including but not limited to making adjustments to the calculated values, balances, benefits or entitlements under the Policy.

A written request or notice pursuant to this sub-clause may be given to you by post to your last known postal address, or if the Policy has been subsequently assigned or placed in trust, to the first named assignee or trustee as appropriate, and shall be deemed to have been duly received by you, the first named assignee or trustee as appropriate, forty-eight (48) hours after posting if such address is in Hong Kong and seven (7) days after posting if sent by post to an address outside Hong Kong. Similarly, if the Company has any obligation to provide you with notices of changes in any law or regulation, that notice may also be given in the form described in this paragraph and will be fully effective at the end of the appropriate time period.

- (g) You agree that in the event that the Company withholds any amounts that would otherwise be paid or would accrue (howsoever expressed) to you, Insured and/or Beneficiary (as applicable) under

the Policy, the Company shall administer the Policy on the basis that in its reasonable opinion most fairly reflects the effect of such withholdings on the Policy, including but not limited to, pay over or otherwise account for all or part of such withheld amount to the Relevant Authority.

- (h) In the event that the Company takes any other action as may be reasonably required in the circumstances or as directed or designated by a Relevant Authority, the Company shall explain the effect of such action in a written notice to you.

1.14 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.

1.15 ENGLISH TEXT PREVAILS

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 and/or the Rider(s) of this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) or otherwise to enforce any terms of this Policy and/or the Rider(s) of this Policy.

Part II - Basic Provisions

2.1 DEFINITIONS

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

Annuitant means an individual being entitled to receive the Guaranteed Monthly Annuity Income payable pursuant to Clause 3.2 under the Guaranteed Monthly Annuity Income Provisions. The Annuitant is the Policy Owner of this Policy.

Annuity Income Period means the Annuity Income Period as shown in the Policy Information Sheet during which the Company pays Guaranteed Monthly Annuity Income to Annuitant.

Death Benefit means the benefit payable pursuant to Clause 4.1 under the Payment of Benefit Provisions.

Grace Period means such period as determined by the Company in its absolute discretion in accordance with Clause 2.3 under the Basic Provisions.

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

Guaranteed Monthly Annuity means a guaranteed monthly annuity income payable pursuant to Clause 3.2 under the

Income	Guaranteed Monthly Annuity Income Provisions.
Monthiversary	means the day of each month following and coinciding with the day of the Policy Date. Where there is no such day in any month coinciding with the day of the Policy Date, it shall mean the Working Day immediately following such day.
Non-forfeiture Value	means at any relevant time, it is an amount equal to the sum of the Guaranteed Cash Value, plus any accumulated Guaranteed Monthly Annuity Income and interest accrued thereon.
Total Premiums Paid	means the total premiums paid for the Basic Plan. Rider premiums, if any, shall be excluded from the calculation of the total premiums paid. If the Guaranteed Monthly Annuity Income is reduced, the Total Premiums Paid shall also be reduced proportionally.
Table of Values	means the table headed "Table of Values" issued together with and formed part of the Policy Specifications.
Working Day	means any day (other than a Saturday) on which licensed banks are open for business in Hong Kong but excluding any gale warning day or black rainstorm warning day within the meaning of section 71(2) of the Interpretation and General Clauses Ordinance (Cap. 1 of the Laws of Hong Kong).

2.2 IN FORCE

This Policy becomes effective at 00:01am on the Policy Issue Date and will remain in force until the first occurrence of any one of the following events:

- (i) The death of the Insured;
- (ii) The Company approves the Policy Owner's written request for surrender;
- (iii) This Policy reaches the Maturity Date; or
- (iv) This Policy lapses after the end of the Grace Period.

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

2.3 GRACE PERIOD

A Grace Period of thirty-one (31) days is allowed from the due date for payment of each premium after the first premium payment, during which this Policy shall remain in force. If any premium remains unpaid after the end of the Grace Period, this Policy shall lapse forthwith without notice to the Policy Owner and the Company will pay the Non-forfeiture Value (if any) to the Policy Owner.

2.4 REINSTATEMENT

If a premium is in default beyond the Grace Period causing this Policy lapses and if this Policy has not been surrendered for its Non-forfeiture Value or the non-forfeiture option has not been exercised by the Policy Owner pursuant to Clause 6.1 under the Non-forfeiture Provisions, this Policy may be reinstated at any time within one (1) year from the due date of the premium in default subject to the following conditions:

- (i) A written application for reinstatement is furnished to the Company by the Policy Owner;
- (ii) Submission of evidence of insurability satisfactory to the Company by the Insured;
- (iii) Payment of all overdue premiums with interest.

Interest on overdue premiums will be compounded annually at a rate declared from time to time by the Company to the date of reinstatement.

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

Part III – Guaranteed Monthly Annuity Income Provisions

3.1 ANNUITY INCOME PERIOD PROVISIONS

While this Policy is in force and during the lifetime of the Insured, the Company will pay Guaranteed Monthly Annuity Income to the Annuitant on each Monthiversary during the Annuity Income Period provided that all premiums due have been duly paid.

3.2 GUARANTEED MONTHLY ANNUITY INCOME

Subject to Clause 3.1 above, the Company will pay the Annuitant Guaranteed Monthly Annuity Income as shown in the Policy Information Sheet during the Annuity Income Period.

Any Guaranteed Monthly Annuity Income paid by the Company after the death of the Insured will be recoverable by the Company as a debt under this Policy. The Company reserves the right to charge interest, at a rate determined by it from time to time, on such amount of debt. Interest will accrue daily and, if not paid by the end of the Policy Year, will be added to the principal of the debt for the purposes of calculating interest charges for the next Policy Year. The Company shall deduct all amounts owed and due (including interest accrued) from the benefits payable under this Policy.

3.3 GUARANTEED MONTHLY ANNUITY INCOME OPTIONS

The Policy Owner may elect to receive Guaranteed Monthly Annuity Income by one of the following options:

Option 1: Cash

- Paid in cash

Option 2: Accumulate with Interest

- Left with the Company to accumulate at such interest rate as may be declared by the Company from time to time

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

Part IV - Payment of Benefit Provisions

Subject to the terms and conditions of this Policy, the following benefits will be provided:

4.1 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, the Company will pay to the Beneficiary in accordance with Clause 1.12 under the General Policy Provisions the following benefit:

4.1.1 Death Benefit

If the Insured dies while this Policy is in force, the Company will pay an amount equal to:

(i) the higher of:

(a) the Guaranteed Cash Value as at the date of death; or

(b) 110% of Total Premiums Paid as at the date of death (subject to a

maximum of 100% of Total Premiums Paid at the relevant time plus the following amount) less all the Guaranteed Monthly Annuity Income distributed,

- 1) (I) HKD100,000 (if the policy currency is denominated in HKD in the Policy Specifications); or (II) USD12,500 (if the policy currency is denominated in USD in the Policy Specifications); or (III) CNY78,125 (if the policy currency is denominated in CNY in the Policy Specifications), if the Insured dies before the second (2nd) Policy Anniversary; or
 - 2) (I) HKD300,000 (if the policy currency is denominated in HKD in the Policy Specifications); or (II) USD37,500 (if the policy currency is denominated in USD in the Policy Specifications); or (III) CNY234,375 (if the policy currency is denominated in CNY in the Policy Specifications), if the Insured dies on or after the second (2nd) Policy Anniversary; plus
- (ii) any accumulated Guaranteed Monthly Annuity Income and any interest accrued thereon; less
- (iii) any outstanding premiums.

Provided that if the Insured is covered by more than one policy under BOC Life Deferred Annuity (Fixed Term) issued by the Company,

(A) the total amount of the Death Benefit payable by the Company under all such policies shall be subject to a maximum amount equal to:

- (i) The higher of:
 - (a) the sum of Guaranteed Cash Value as at the date of death of all such policies; or
 - (b) 100% of Total Premiums Paid as at the date of death of all such policies less all the Guaranteed Monthly Annuity Income distributed under all such policies plus
 - 1) (I) HKD100,000 (if the policy currency of each such policy is denominated in HKD in the relevant Policy Specifications); or (II) USD12,500 (if the policy currency of each such policy is

- denominated in USD in the relevant Policy Specifications); or (III) CNY78,125 (if the policy currency of each such policy is denominated in CNY in the relevant Policy Specifications); or (IV) if the Insured is covered by policies denominated in a combination of HKD and/or USD and/or CNY, the highest of HKD100,000, USD12,500 or CNY78,125 (adopting the highest of the stated amount in currency denomination as expressed in those of the relevant policies), if the Insured dies before the second (2nd) Policy Anniversary of the policy with the earliest Policy Date; or
- 2) (I) HKD300,000 (if the policy currency of each such policy is denominated in HKD in the relevant Policy Specifications); or (II) USD37,500 (if the policy currency of each such policy is denominated in USD in the relevant Policy Specifications); or (III) CNY234,375 (if the policy currency of each such policy is denominated in CNY in the relevant Policy Specifications); or (IV) if the Insured is covered by policies denominated in a combination of HKD and/or USD and/or CNY, the highest of HKD300,000, USD37,500 or CNY234,375 (adopting the highest of the stated amount in currency denomination as expressed in those of the relevant policies), if the Insured dies on or after the second (2nd) Policy Anniversary of the policy with the earliest Policy Date; plus
- (ii) any accumulated Guaranteed Monthly Annuity Income and any interest accrued thereon under all such policies; less
 - (iii) any outstanding premiums under all such policies;

And

(B) the Company shall only be required to pay the amount in (A) once for all such policies.

4.1.2 Discharge

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 for the Death Benefit or other Proceeds has been deposited or cashed will discharge the Company from further liability under this Policy.

4.2 MATURITY BENEFIT

If the Insured is alive on the Maturity Date, the Company will pay the Policy Owner an amount equal to:

- (i) Guaranteed Cash Value as at the Maturity Date; plus
- (ii) any accumulated Guaranteed Monthly Annuity Income and any interest accrued thereon.

4.3 SURRENDER

While this Policy is in force and provided that this Policy has accrued Guaranteed Cash Value, the Policy Owner may request a surrender of this Policy to the Company for its surrender value. Such surrender value is equal to:

- (i) Guaranteed Cash Value; plus
- (ii) any accumulated Guaranteed Monthly Annuity Income and any interest accrued thereon.

The Company reserves the right to defer payment of the surrender value for a period not exceeding six (6) months from the date of surrender.

The Policy Owner's request for surrender must be submitted in writing on the Company's prescribed form to its Hong Kong office. Upon

surrender, this Policy shall be terminated and the Company shall have no further liability under this Policy.

Part V - Loan Provisions

5.1 POLICY LOAN

The Company will not grant any loan under this Policy.

Part VI - Non-forfeiture Provisions

6.1 NON-FORFEITURE OPTION

If a premium is not paid by the end of the day on which it is due and the Non-forfeiture Value is greater than zero, the Policy Owner may elect to receive the Non-forfeiture Value by written notice to the Company to be received by the Company before the end of the relevant Grace Period.

Upon the exercise of this non-forfeiture option, this Policy shall terminate and the Company shall have no further liability under this Policy.