

中銀按揭相連網上壽險計劃
BOC iMortgage-Linked Term Life Insurance
Plan

保單條款
Provisions

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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。

寬限期

指本公司根據一般保單條款第 1.9 條而設定的期間。

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

指中華人民共和國香港特別行政區。

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/到期日，此日期會按基本條款內第 2.2 條不時改變。
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、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。
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，本保單於該日起正式生效，而且保單週年日、保單週月日、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，以及如保單由一個實體持有，保單或本公司簽發之、該實體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）下之保費、利益，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。

保單週月日

指在保單有效期間往後每月與保單日期同日；或若該往後每個月份不存在有關日期，則指該月的最後一日的日期。

保單權益人、閣下、你的或您的

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

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，此金額會按基本條款內第 2.2 條不時改變。

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。

投保額

指於保單承保表顯示為此之金額，此金額會按基本條款內第 2.2 條不時改變。

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《外國賬戶稅務合規法案》、《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。

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的附加於保單文件的任何附表及/或加簽批單。

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關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（於第 II 部份 - 基本條款內定義）部份。

除因欠繳保費或欺詐外，自保單簽發日或恢復生效日（以較後者為準）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。

為免誤會，如涉及任何欺詐、失實陳述或沒有披露重大事實的情況下，本公司有權在受保人身故前的任何時間根據下述第 1.10 條或在法律另有准許的情況下使整份保單無效，而不受此不得異議條款所限制。

1.4 自殺身亡

倘若受保人於保單簽發日或恢復生效日（以較遲者為準）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保單簽發日或恢復生效日（以較遲者為準）起計已繳付之基本計劃保費（不含利息）。

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有關受保人的年齡、性別或其他與受保人相關的事實而繕發。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、性別及/或其他與受保人相關的事實被誤報，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受保人的年齡、性別及相關的事實所計算原可購買的利益。

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。

若本公司知悉受保人的確實年齡、性別及/或其他與受保人相關的事實，而受保人原應不符合受保資格，本公司可行使絕對酌情權終止本保單，而本公司的責任僅限於退回已繳保費（不含利息）。

1.6 不受限制

除非另有所指定，受保人的居所、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。

保費繳付方式不可予以變更。

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 欠付首期保費

除非本公司豁免本保單的首期保費，如保單權益人未能支付首期保費，則本保單就各方面而言，由保單日期起將被視為無效。本公司相應地並無責任按本保單支付任何利益。

1.9 寬限期

在支付首期保費後，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。如果在寬限期內發生受保事件，則按照本保單條款應付的任何保險金應以保費在寬限期完結前繳清為前提。若在寬限期完結後仍未繳足保費，本公司無需通知保單權益人而本保單將在保費到期且未被繳付之日起自行失效。

1.10 欺詐、失實陳述或沒有披露重大事實

若投保書中（如有），或本保單所依據的聲明，或關於影響本保單或本公司的風險的任何其他事項，或根據本保單作出的任何索償有任何欺詐、失實陳述或沒有披露重大事實的情況，本公司有完全和絕對酌情權使本保單無效，而本保單之下的任何索償將被取消。除非有欺詐情況，否則在該等情況下保單權益人已繳付的任何保費將被退回給保單權益人。

1.11 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的當時適用之兌換率，以港幣折算收取或支付款項（包括但不限於任何保費支付或賠償給付）。所有本公司之應付款項，均由本公司之香港辦事處支付。

1.12 利息

除非本保單內另有述明，否則本公司在本保單下應付的金額均不附帶利息。

1.13 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，在本保單有效期間內，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。任何擁有權的轉換，必須要給予令本公司滿意之書面通知。擁有權之更改只在完全滿足本公司訂立之所有要求及條件後，方會生效。當本公司令轉換擁有權開始生效時，受保人無須仍然在世。本公司對在有關轉換擁有權生效前已付之任何款項或已作出的其他行動，概不負責。

1.14 受益人

若保單權益人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。

在本保單有效期內及受保人仍生存期間，保單權益人可提供令本公司滿意的書面通知更改受益人。

如果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將給付予保單權益人之遺產。若受益人於受保人身故後三十（30）天以外身故，身故賠償則將付給予受益人之遺

產。

如果保單權益人並非受保人，而受益人早於受保人身故或該受益人於受保人身故後三十（30）天內身故，則身故賠償將給付予保單權益人、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）天以外身故，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，受保人毋須仍然在世。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。

假若有多於一名受益人時，則身故賠償將按保單權益人預先定下的比例分配予各受益人。假若保單權益人並未有定下身故賠償之分配比例，或所有分配百分比之總和不相等於 100%時，本公司將有完全和絕對酌情權決定平均分配，或按本公司認為恰當之比例分配身故賠償予各受益人。

如果沒有尚存受益人或保單權益人並沒有指定受益人，身故賠償將支付予保單權益人、其遺產、其遺產代理或其他有權領取之人士。

1.15 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 (i) 至 (viii) 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。

(i) 你確認本公司是或可能：

- a. 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。
- b. 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。

(ii) 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 1.15 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。

(iii) 如已經或將會向本公司提供以下個人資料：

- a. 僱員、董事、高級職員、承包商、代理人、股東和控制人；
- b. 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（i）（a）和（b）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。

(iv) 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。

(v) 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。

(vi) 在本公司向 you 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產生任何種類責任之情況下）採取以下行動：

- a. 向監管機構匯報該保單；
- b. 向監管機構披露或傳送任何有關資料；
- c. 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說明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
- d. 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。

(vii) 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向監管機構負責全部保留金額或其一部分。

(viii) 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。

1.16 責任解除

本公司出示以下文件：

(i) 由受益人、所有受益人的受託人、保單權益人、保單權益人的遺囑執行人或遺產管理人、或有權領取本保單下保險金的任何人就保險金所簽署的收據；或

(ii) 本公司就保險金所發出的支票已經被存入戶口或過數，應作為本公司就該等保險金的責任完全解除，並作為有權領取保險金的人已正式收取該等保險金的最終及具決定性的證據，而針對本公司提出的所有索償和要求均已被本公司完全滿足。

1.17 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。

1.18 取消保單權利及退回保費

保單權益人有權以書面通知要求取消本保單及取回扣除因匯率浮動而造成的任何差額(如適用)後的所有已繳保費及本公司代保險業監管局按相關規定已收取的徵費。但是保單權益人必須簽署該通知，並確保本公司於本公司之總辦事處於以下時段內直接收到該通知：保單交付保單權益人或保單權益人的代表後或《通知書》發予保單權益人或保單權益人的代表後起計的 21 個曆日，以較先者為準。保單權益人明白本公司之將就冷靜期一事，以《通知書》及/或電話短訊通知保單權益人。若於《通知書》及/或電話短訊內註明之冷靜期的最後一日並非工作日，則順延至下一個工作日。保單權益人若曾經因索償而獲得賠償，則不會獲退款。

1.19 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。

1.20 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。

1.21 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。

1.22 第三者權利

任何不屬於本保單及/或其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。

意外事件

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

日常活動

指：

- (a) 洗澡 - 沐浴或淋浴（包括自行出入浴缸或沖淋房）或以任何其他方式清洗身體的能力；
- (b) 更衣 - 穿衣、脫衣、扣緊或解開任何衣服以及包括任何矯正架，義肢或其他外科器具（如適用）的能力；
- (c) 移動 - 自床上移動至座椅或輪椅，或自座椅或輪椅移動至床上的能力；
- (d) 步行 - 室內從房間到房間之間平地行走能力；
- (e) 如廁 - 自行使用廁所和控制大小

便，能夠保持滿意的個人衛生能力；及

(f) 進食 - 在食物已經準備好的情況下，自己進食的能力。

中銀香港

指中國銀行(香港)有限公司。

身故賠償

指根據保障給付條款內第 3.1 條列出的可付利益。

診斷

指醫生對病況作出的鑑定及測定，由決定性的醫學檢查結果所證明，其包括但不限於臨床、放射、組織及化驗的證據。該證據須為本公司接受及參考本保單列出的完全傷殘及完全及永久傷殘之定義。

若就診斷或就索償所提交的證明文件內的資料的合適性或正確性有任何爭議或分歧，本公司有權要求由本公司所指定，在其有關醫學領域獨立並公認的專家對受保人進行身體檢查，或檢視任何證明文件內的證據。該專家之意見將對保單權益人、受保人、受益人及本公司具約束力。"診斷"或"被診斷"的字眼於本條款下應具有與上述相關的含義。

按揭貸款賬戶

指保單權益人所持有的中銀香港按揭貸款賬戶並已連結本保單，其按揭貸款賬戶號碼列明於保單資訊表內。

醫生

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

已存在醫療狀況

指任何以下狀況或疾病：

- (i) 以前曾存在或一直存在；或
- (ii) 直接致病因素以前存在或一直存在；或
- (iii) 受保人知悉該狀況或疾病，或具有該狀況或疾病之病徵或病狀；或
- (iv) 任何化驗室的測試或調查顯示可能有該狀況或疾病的存在

而有關狀況在保單日期或加簽批單日期或最後保單復效的生效日（以最遲者為準）前發生。

保單簽發時之投保額

指在保單簽發時於保單資訊表內列明為「保單簽發時之投保額」的金額。

完全及永久傷殘

指受保人完全傷殘的情況被診斷屬永久性，而在這情況下必須有證據確認受保人完全傷殘的情況，在首次診斷完全傷殘的日期起計已經持續不少於六（6）個月。

完全及永久傷殘賠償

指根據保障給付條款內第 3.2 條所給付之賠償。

完全傷殘

指由於疾病或受傷導致受保人在沒有協助的情況下，完全喪失進行日常活動六（6）項中最少三（3）項的能力，惟在首次診斷時受保人的年齡必須低於七十五（75）歲。

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 連結調整

本保單會自動連結按揭貸款賬戶。本保單的以下項目會於每個保單週月日按按揭貸款賬戶的最新記錄（以本公司系統截取時間為準）而作出以下調整（如有）及直至下個保單週月日維持不變：

調整項目	調整的基礎
投保額	按揭貸款賬戶的貸款本金餘額 當按揭貸款賬戶的貸款本金餘額高於保單簽發時之投保額，投保額將維持不變，直至按揭貸款賬戶的貸款本金餘額低於前述的保單簽發時之投保額，投保額才會於其後的保單週月日根據相關記錄作出調整。
保費	會按相應調整後的投保額並參照調整當日有效且按第 2.6 條釐定之保費率而釐定保費金額。
期滿日	按揭貸款賬戶的完結日期當日或緊接之後的保單週月日
保費繳費年期 /保障年期	按相應調整後的期滿日作出調整

系統將於每個保單週月日截取以上項目。如果相關保單週月日並非工作日，截取時間則順延至下一個工作日。如果因任何原因(包括但不限於系統故障)而導致本公司未能截取相關記錄，本公司將會在合理的切實可行範圍內盡快根據現有相應記錄調整上述項目。如無相應記錄，本公司有絕對酌情權調整上述項目。

2.3 生效及終止

當本保單於承保表或任何隨後的批單所規定的首期保費已被繳付，除有效之批單上另行註明外，本保單於保單日期當日起生效。

保單在下列任何一種情況最早發生前仍然生效，而保費亦於本保單終止時停止支付：

- (i) 受保人死亡；或
- (ii) 本公司批准保單權益人書面要求退保；或
- (iii) 本保單到達期滿日；或
- (iv) 本保單下之保費在寬限期完結後仍未繳付，則本保單將在保費到期且未被繳付之日終止；或
- (v) 本公司作出完全及永久傷殘賠償；或
- (vi) 按揭貸款賬戶之貸款本金餘額已還清（根據中銀香港的記錄）。

本保單終止或期滿後，除基本條款內第 2.7 條以外，本公司在本保單之下再無任何責任。然而，本保單或本保單之下任何保障

的終止或期滿並不影響在終止或期滿日之前所引起的任何索償。在本保單或本保單之下任何保障的終止或期滿之後所繳付的任何保費或本公司所接受的任何保費，並不對本公司構成本保單下的任何責任，而本公司應將上述所支付或接受的任何保費退回。

2.4 恢復生效

倘若本保單因超逾寬限期仍未繳付保費而失效，而當時本保單並未被退保，經本公司批准後，本保單可在欠付保費日期起計一（1）年內恢復生效，惟須符合以下條件：

- (i) 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；及
- (iii) 繳付所有逾期未付之保費及利息。

保費之利息以本公司不時所定之利率按年複息計算至保單復效日為止。

保單的復效須符合本公司的承保規則及指引。

2.5 續保

在符合本保單的所有條款及條件的情況下，本保單將於每個保單週月日自動續保一(1)個月，惟必須按照第 2.6 條繳付保費，及只可續保至期滿日。

2.6 保費及保費率調整

本保單之保費會跟隨最新的投保額與保費率於每個保單週月日作出調整。

本保單之保費率由保單日期起的首十(10)年將保證維持不變。保費率將於第十(10)個保單週年日起每十(10)個保單年度作出調整，並於該十(10)年期間維持不變，直至下一個保費率調整日；或若保單在該十(10)年內終止，則為此較短之年期。於保費率之調整當日，保費率將按照受保人的年齡及風險類別釐定。

本公司有絕對酌情權就不同的年齡及風險類別對保費率作出調整。

2.7 可轉換權益

於受保人在生及本保單因按揭貸款賬戶之貸款本金餘額已還清（在第 2.3(vi)條註明）而終止，且該還清是發生在原訂最後供款日期之前，保單權益人可在本保單終止起計六十（60）日內將截至本保單終止前的上一個保單週月日的全部或部份投保額轉換為本公司指定的保險計劃的保單，惟將受本公司就該等指定的保險計劃不時更新的投保額上限所限制，並需符合該相關保險計劃之投保要求。本第 2.7 條下由本公司指定符合可轉換權益資格的保險計劃將不時更新而無需事先通知。

可轉換權益受監管及本公司當時就新投保所訂的規定約束，除可保證明將被豁免外。

該指定保險計劃的新保單將於轉換日開始生效，新保單的保費將按照轉換日受保人之年齡及風險類別，與本公司就保單權益人所選的該指定保險計劃的當時之保費而定。

可轉換權益只可行使一(1)次。如未在本保單終止起計六十(60)日內行使該可轉換權益，該可轉換權益會自動完結。

第 III 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：

3.1 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 1.14 條之規定，向受益人作出以下賠償：

3.1.1 身故賠償

倘受保人於本保單有效期間身故，本公司將給付一筆相等於以下計算之金額：

- (i) 受保人身故日本保單的投保額；扣除
- (ii) 任何未繳的應付保費。

3.1.2 解除責任

由保單權益人或受益人所簽署的身故賠償的收據，或由保單下有權領取此等保險金的任何人士簽署的收據；或本公司支付身故賠償已被存入或兌現之證明，即解除本公司於本保單下的進一步責任。

3.2 完全及永久傷殘賠償

3.2.1 完全及永久傷殘賠償

在符合本保單的條款及條件下，若受保人被診斷為完全傷殘，並繼而被診斷為完全及永久傷殘，而在完全及永久傷殘首次診斷日本保單仍然生效，在本公司在接獲有關索償的合理證明並經本公司批核後，本公司將向保單權益人支付一筆金額相等於：

- (i) 於該完全傷殘的首次診斷日之本保單的投保額；扣除
- (ii) 任何未繳的應付保費。

3.2.2 解除責任

由保單權益人所簽署的完全及永久傷殘賠償的收據，或由保單下有權領取此等保險金的任何人士簽署的收據；或本公司支付完全及永久傷殘賠償已被存入或兌現之證明，即解除本公司於本保單下的進一步責任。

3.3 賠償的限制

在任何情況下，本公司只會就受保人支付身故賠償或完全及永久傷殘賠償。

當完全及永久傷殘賠償索償一經批核，身故賠償將於該相關的完全傷殘之首次診斷當日終止。

惟若受保人受保於超過一份本公司簽發的中銀按揭相連網上壽險計劃之保單，(a) 則本公司根據所有這些保單給付身故賠償及/或完全及永久傷殘賠償合共最高總款額為 8,000,000 港幣，減去所有這些保單之任何未繳的應付保費；及(b) 本公司將只需要就所有該等保單支付以上(a)的數額一次。

3.4 除外事項

(a) 因以下任何一項而直接或間接，完全或部份之關係而引起、與其有關、導致或產生的完全傷殘及/或完全及永久傷殘，將不在本保單完全及永久傷殘賠償的受保範圍內：

- (i) 任何已存在醫療狀況；
- (ii) 先天畸形或異常、不育或絕育；
- (iii) 服用非由醫生處方的藥物、濫用酒精或服用毒品；
- (iv) 屬於人類免疫力缺乏病毒（HIV）的疾病或人類免疫力缺乏病毒（HIV）感染及/或其有關之疾病包括後天免疫力缺乏症（即愛滋病）及/或因愛滋病引發之任何突變、衍生或變異。於本保單下，愛滋病的定義將根據世界衛生組織於 1987 年所採用及其後不時調整之定義；
- (v) 核分裂、核融合、核燃料或燃燒核燃料或核子武器物料後的核廢料的放射性所產生的電離輻射或污染；
- (vi) 戰爭或戰鬥（不論宣佈或不宣佈之戰爭）、人民集體騷動、叛變、革命、暴動、罷工、恐怖份子或類似戰爭的行動；
- (vii) 參與任何軍事或維持和平活動；
- (viii) 任何人士為自己或代表任何團體或組織或與任何團體

或組織有關，以恐怖主義、綁架或企圖綁架、攻擊、毆打或其他暴力手段去強行影響任何團體、法團或政府；

- (ix) 任何蓄意自毀之行為；
- (x) 抵觸或企圖抵觸法律、拒捕或參與任何爭執或毆鬥；或
- (xi) 職業運動、任何比賽、借助呼吸器具水中活動、空中活動(包括高空彈繩跳、懸掛式滑翔、熱氣球飛行、跳傘及特技跳傘)，但作為機員或購票乘客乘搭具有正式牌照商業固定航班的載客飛機則除外、或任何危險活動或運動，除非得到特別批單同意的除外。

(b) 在本保單中，對於在保單日期或加簽批單日期或最後保單復效的生效日（以最遲者為準）起計首兩(2)年內首次出現或顯現病徵或狀況的相關完全傷殘，或任何首次診斷的相關完全傷殘，將不獲任何完全及永久傷殘賠償。本第 3.4(b)條不適用於由意外事件導致的完全傷殘。

3.5 索償通知及證明

受保人必須於本保單有效期期間，並在獲悉患上完全及永久傷殘當日起計九十(90)日內提出在條款內第 3.2 條下的索償。除非證明無法合理地在此期間內提出索償，並已在合理的情況下儘早提出索償，否則，本公司無須對逾期作出的完全及永久傷殘賠償負責。

在本公司接獲索償通知後六(6)個月內，保單權益人必須呈交索償證明文件，包括所需資料、文件及由本公司接納的醫生簽署

的醫療證明及報告，有關支出由保單權益人負責。

本公司保留權利就有關完全及永久傷殘賠償之索償，要求受保人進行檢查或其他合理及有關檢驗以確定其存在。

3.6 不分紅

本保單不可獲得分配本公司盈餘。

3.7 中斷

若中斷本保單，將不獲得退保價值。

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 wherever 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.

Grace Period

means such period as determined by the Company in accordance with Clause 1.9 under the General Policy Provisions.

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 of the People's Republic of China.

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 and may be varied in accordance with Clause 2.2 of the Basic Provisions from time to time.

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.

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, on which this Policy will take effect, and according to which Policy Anniversary, Policy Monthiversary, Policy Years and premium due dates are determined.

Policy Information

means any information, documentation, written statement or certification relating to the Policy,

and where the Policy is held by an entity, the Policy or any other policies issued by the Company of which it is a holder (“Other Policies”), including but not limited to the name(s) of the Policy Owner, Insured and Beneficiary, Premium, benefits under the Policy and Other Policies (if applicable), 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.

Policy Monthiversary

means the same day as the Policy Date in each succeeding month or if such date does not exist, then the last day of that succeeding month after the Policy Date while this Policy remains in force.

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 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 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 in accordance with Clause 2.2 of the Basic

Provisions 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.

Sum Insured

means the amount shown as such in the Policy Specifications and may be varied in accordance with Clause 2.2 of the Basic Provisions from time to time.

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.

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.
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 (as defined in Part II – Basic Provisions) under this Policy.

The validity of this Policy shall not be contestable after the Policy has been in

force for two (2) years from the Policy Issue Date or date of any reinstatement, whichever is later, and during the lifetime of the Insured, except for non-payment of premiums or fraud.

For the avoidance of doubt, this incontestability provision shall not limit the Company's rights to render the entire Policy null and void at any time before the death of the Insured in accordance with Clause 1.10 below or as otherwise permitted by laws in case of any fraud, misrepresentation or non-disclosure of any material fact.

1.4 SUICIDE

If the Insured commits suicide, while sane or insane at the material time, within one (1) year from the Policy Issue Date or date of any reinstatement (whichever is later), the Company's liability shall be limited to a refund of premiums paid for the Basic Plan since the Policy Issue Date or date of any reinstatement (whichever is later) without interest.

1.5 MIS-STATEMENT OF AGE AND/OR SEX

This Policy is issued in accordance with the Insured's age, sex or other facts relating to the Insured as shown in the Policy Specifications. Subject to the Company's rights in the case of fraud, if the Insured's age, sex and/or other relevant facts has/have been mis-stated, 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 Insured's correct age, sex and facts relating to the Insured.

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 the Insured's correct age, sex and/or other correct facts relating to the Insured had been known to the Company, and the Insured would not have been eligible for this Policy, the Company may in its absolute discretion, terminate this Policy and its liability will be limited to a refund of the premiums

paid (without interest).

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.

Premium payment mode cannot be changed.

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 INITIAL PREMIUM

Unless the Company has waived payment of the initial premium for this Policy, if the Policy Owner fails to pay the initial premium for this Policy, this Policy shall be deemed to be void as from the Policy Date for all purposes. Accordingly, the Company shall not be liable to pay any benefits under this Policy.

1.9 GRACE PERIOD

After payment of the first premium, a Grace Period of thirty-one (31) days from each subsequent due date is allowed for payment of the premium, during which this Policy shall remain in force. If an insured event occurs during the Grace Period, any Proceeds payable in accordance with the terms of the Policy shall be subject to the premiums being paid by the end of the Grace Period. If any premiums remain unpaid after the end of the Grace Period, this Policy shall automatically lapse as from the first due date of the outstanding premiums without notice to the Policy Owner.

1.10 FRAUD, MISREPRESENTATION OR MATERIAL NON-DISCLOSURE

In case of any fraud, misrepresentation or non-disclosure of any material fact in the Application (if any) or declaration on which this Policy is based or in relation to any other matter affecting this Policy or the Company's risk or in connection with the making of any claim under this Policy, the Company shall have the sole and absolute discretion to render this Policy null and void and all claims hereunder shall be forfeited. Unless there is fraud, any premiums paid by the Policy Owner shall be refundable to him in such circumstances.

1.11 CURRENCY AND PLACE OF PAYMENT

All amount payable to or by the Company will be payable in the policy currency shown on 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 payments or make payments (including but not limited to accepting

premium payments or making any benefit payments) in Hong Kong dollars using the then market-based prevailing 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 the Hong Kong office of the Company.

1.12 INTEREST

Unless otherwise stated in this Policy, no amounts payable by the Company under this Policy shall carry interest.

1.13 OWNERSHIP

In this Policy, the words “you” and “your” refer to the Policy Owner of this Policy. As 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. Any changes of ownership require a satisfactory written notice to the Company. A change of ownership shall be

effective only if the request 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 ownership is put into effect by the Company. The Company will not be responsible for any payments it has made or other actions it has taken before the change takes effect.

1.14 BENEFICIARY

Whenever a Beneficiary is designated either in this Policy or by a declaration in writing by the Policy Owner, such Beneficiary will be deemed to be beneficially entitled to the Death Benefit 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, the Policy Owner 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 shall be payable to the estate of the Policy Owner. If the Beneficiary dies beyond thirty (30) days after the death of the Policy Owner, the Death Benefit shall be payable to the Beneficiary's estate.

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 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 a Beneficiary shall be effective only if it is made by written notification to the Company 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 payments it has made or other actions it has taken before the change takes effect.

If there is more than one Beneficiary, the Death Benefit shall be paid to the Beneficiaries in the proportion specified by the Policy Owner. If the Policy Owner has not specified the proportion of the Death Benefit to be paid to each Beneficiary or all the proportions add up to a figure other than 100%, the Company shall have the sole and absolute discretion to pay the Death Benefit 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 the Policy Owner, the Death Benefit shall be paid to the Policy Owner, his estate, his personal representatives or other persons entitled to receive the same.

1.15 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 (i) to (viii) herein below.

- (i) You acknowledge that the Company is or may be:
 - a. 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.

b. 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.

(ii) 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 1.15 above.

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

- a. employees, directors, officers, contractors, agents, shareholders and Controlling Persons;
- b. 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 Information to the Company and the use, process, disclosure and transfer of such Personal Data by the Company in the manner contemplated in sub-clause (i) (a) and (b) 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.

- (iv) 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.

- (v) 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.

- (vi) 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:

- a. report the Policy to a Relevant Authority;
- b. disclose or transmit any of the Information to a Relevant Authority;

- c. 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

- d. 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.

- (vii) 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.

- (viii) 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.

1.16 DISCHARGE

The production by the Company of:

- (i) a receipt of the Proceeds signed by the Beneficiary, a trustee for all the Beneficiaries, the Policy Owner, the executor or administrator of the Policy Owner's estate or any person who is entitled to receive such Proceeds under this Policy; or
- (ii) evidence that the Company's cheque payment for the Proceeds has been deposited or honoured, shall be a complete discharge to the Company for such Proceeds and shall be final and conclusive evidence that such

Proceeds have been duly received by the person or persons entitled to the same and that all claims and demands whatsoever against it in respect thereto have been fully satisfied.

1.17 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.

1.18 CANCELLATION RIGHT AND REFUND OF PREMIUMS

The Policy Owner has the right to cancel this Policy and obtain a refund of any premium(s) and the levy paid, which are collected by the Company on behalf of the Insurance Authority according to the relevant requirements, less any difference caused by exchange rate fluctuation, where applicable, by giving written notice. Such notice must be signed by the Policy Owner and received directly by the Company's principal office within 21 calendar days

after the delivery of the Policy or issue of a notice to the Policy Owner or the Policy Owner's representative, whichever is the earlier. The Company will notify the Policy Owner of the cooling-off period via a notice and/or text message. If the last day of the cooling-off period as indicated in the notice and/or the text message is not a working day, it will fall on the next working day. No refund can be made if a claim has been admitted.

1.19 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.

1.20 ENGLISH TEXT PREVAILS

Chinese translation of this Policy is for reference only and in case of any inconsistency of meaning, the original English text shall prevail.

1.21 CLERICAL ERROR

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

1.22 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 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.

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

Activities of Daily means:

Living

- (a) Washing - The ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily

by other means;

- (b) Dressing - The ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- (c) Transferring - The ability to move from a bed to an upright chair or wheelchair and vice versa;
- (d) Mobility - The ability to move indoors from room to room on level surfaces;
- (e) Toileting - The ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene; and
- (f) Feeding - The ability to feed oneself once food has been prepared and made available.

BOCHK	means Bank of China (Hong Kong) Limited.
Death Benefit	means the benefit payable pursuant to Clause 3.1 under the Payment of Benefits Provisions.
Diagnosis	<p>means identification and determination of the medical condition by a Physician supported by confirmatory investigations including, but not limited to, clinical, radiological, histological and laboratory evidence. Such evidence shall be acceptable to the Company and shall refer to the definitions of Total Disability and Total and Permanent Disability as set out in this Policy.</p> <p>In the event of any disputes or disagreement regarding the appropriateness or correctness of the Diagnosis or information contained in any of the supporting documents submitted</p>

with a claim, the Company shall have the right to call for an examination, of either the Insured or of the evidence contained in any such supporting documents, by an independent acknowledged expert in the field of medicine concerned selected by the Company and the opinion of such expert as to such Diagnosis shall be binding on the Policy Owner, Insured, Beneficiary and the Company. The terms "Diagnose" or "Diagnosed" in these provisions shall have meanings correlative to the foregoing.

Mortgage Loan Account

means the BOCHK mortgage loan account held by the Policy Owner and linked to this Policy, the mortgage loan account number of which is shown on the Policy Information Sheet.

Physician

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

Pre-existing Condition

means any condition or illness:

- (i) which existed or was existing; or
- (ii) where its direct cause existed or was existing; or
- (iii) in respect of which the Insured had knowledge, signs or symptoms of the condition or illness; or

(iv) where any laboratory test or investigation showed the likely presence of the condition or illness prior to the Policy Date or the date of endorsement or the effective date of last reinstatement, whichever is the latest.

Sum Insured Upon Policy Issuance	means the amount shown on the Policy Information Sheet as the "Sum Insured Upon Policy Issuance" when the Policy is issued.
Total and Permanent Disability	means a condition whereby the Insured's Total Disability is Diagnosed as permanent, in which case there must be evidence confirming that the Insured's Total Disability has been continued for not less than six (6) months from the date of first Diagnosis of Total Disability.

Total and Permanent Disability Benefit	means the benefit payable pursuant to Clause 3.2 under the Payment of Benefit Provisions.
Total Disability	means a condition as a result of a disease, illness or injury whereby the Insured is unable to perform, without assistance, at least three (3) of the six (6) Activities of Daily Living, provided that the Insured must be below Age seventy-five (75) at the time of first Diagnosis.
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 LINKAGE ADJUSTMENT

This Policy is automatically linked to the Mortgage Loan Account. Below items of this Policy will be adjusted as below (if any) following the latest record of the Mortgage Loan Account as of each Policy Monthiversary (system capture time of the Company prevails), which shall remain unchanged until the next Policy Monthiversary.

Items to adjust	Basis of adjustment
Sum Insured	<p>The outstanding principal amount of the Mortgage Loan Account</p> <p>In the event that the outstanding principal amount of the Mortgage Loan Account is higher than the Sum Insured Upon Policy Issuance, the Sum Insured shall remain unchanged until the outstanding principal amount of the Mortgage Loan Account is reduced to a level below the</p>

	<p>aforementioned Sum Insured Upon Policy Issuance, only after which the Sum Insured will be adjusted in accordance with the relevant records in the subsequent Policy Monthiversary.</p>
Premium	<p>The premium amount is determined corresponding to the adjusted Sum Insured with reference to the premium rate then in effect on the date of adjustment as determined in accordance with Clause 2.6.</p>
Maturity Date	<p>Policy Monthiversary on or immediately after the end date of the Mortgage Loan Account</p>
Premium Payment Term / Benefit Term	<p>Adjusted corresponding to the adjusted Maturity Date</p>

The above items will be captured by system on each Policy Monthiversary. If the concerned Policy Monthiversary is not a Working Day, the capture will be performed on the next Working Day. If the Company cannot capture the relevant records due to any reasons (including but not limited to system failure), the Company will adjust the above items based on the corresponding available records as soon as reasonably practicable. The Company reserves the right to adjust the above items at its absolute discretion if the corresponding records are not available.

2.3 COMMENCEMENT AND TERMINATION

Subject to the payment of the initial Premium due for this Policy as stated in the Policy Specifications or any subsequent endorsement, the effective date of this Policy will be the same as the Policy Date unless stated otherwise in any endorsement validly made to this Policy.

The Policy will remain in force until the first occurrence of any of the following events, and the Premium shall cease to be payable upon termination of this Policy:

- (i) the death of the Insured; or
- (ii) the Company approves the Policy Owner's written request for surrender;
or
- (iii) this Policy reaches the Maturity Date; or
- (iv) Premium due on this Policy remains unpaid after the end of the Grace Period, this Policy will be terminated on the date on which the Premium is first due and unpaid; or
- (v) the Company's payment of the Total and Permanent Disability Benefit; or
- (vi) the outstanding principal amount of the Mortgage Loan Account is fully repaid (based on the BOCHK record).

Upon the termination or expiration of this Policy, the Company shall have no further liability under this Policy except Clause 2.7 under the Basic

Provisions. However, termination or expiration of this Policy or any coverage hereunder shall not affect any claims arising before the date of termination or expiration. The payment or acceptance by the Company of any Premium subsequent to termination or expiration of this Policy or any coverage hereunder shall not create any liability on the Company hereunder, and it shall refund any such Premium paid or accepted.

2.4 REINSTATEMENT

If Premium is in default beyond the Grace Period causing this Policy to lapse and if this Policy has not been surrendered, subject to the Company's approval, 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;
- (ii) Submission of evidence of insurability satisfactory to the Company; and
- (iii) Payment of all overdue Premiums with interest.

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

The reinstatement shall be subject to the Company's underwriting rules and guidelines.

2.5 RENEWAL

Subject to all terms and conditions of this Policy, this Policy is automatically renewed on each Policy Monthiversary for a further term of one (1) month upon payment of the Premium in accordance with Clause 2.6 and renewable up to the Maturity Date only.

2.6 PREMIUM AND PREMIUM RATE ADJUSTMENT

The Premium of this Policy will be adjusted based on the latest Sum Insured and the premium rate on each Policy Monthiversary.

The premium rate of this Policy is guaranteed to remain unchanged for the first ten (10) years from the Policy Date. The premium rate will be adjusted every ten (10) Policy Years commencing from the tenth (10th) Policy Anniversary and will remain unchanged for such period of ten (10) years until the next premium rate adjustment date, or a shorter period where the Policy is terminated within such ten (10) years' period. On the premium rate adjustment date, the premium rate will be adjusted based on Age and risk class of the Insured.

The Company reserves the right to change the premium rate for different Ages and risk class at its absolute discretion.

2.7 CONVERSION PRIVILEGE

During the lifetime of the Insured and upon termination of the Policy due to the full repayment of the outstanding principal amount of Mortgage Loan Account (as stipulated in Clause 2.3(vi) above) which takes place before the

scheduled date of final instalment, the Policy Owner may convert all or part of the amount of Sum Insured as of the last Policy Monthiversary before the termination of this Policy to an insurance policy of such insurance plan(s) as designated by the Company within sixty (60) days upon termination of this Policy, subject to the sum insured upper limit of such designated insurance plan(s) as may be updated by the Company from time to time and the application requirements of the relevant insurance plan(s). The insurance plan(s) eligible for conversion privilege under this Clause 2.7 as designated by the Company is/are subject to change from time to time without prior notice.

Conversion privilege will be subject to prevailing regulatory and the Company's requirements for new application except that the requirement for provisions of further evidence of insurability will be waived.

New policy of such designated plan will be effective as at the date of conversion. The premium charged on the new policy shall be determined based on the Age and risk class of the Insured and the Company's prevailing

premium of such designated plan selected by the Policy Owner on the date of conversion.

Conversion privilege can be exercised once only. Such privilege will automatically cease if it is not exercised within sixty (60) days upon termination of this Policy.

Part III - Payment of Benefit Provisions

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

3.1 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 1.14 under

the General Policy Provisions the following benefit:

3.1.1 Death Benefit

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

- (i) the Sum Insured of this Policy at the time of death of the Insured;
less
- (ii) any outstanding Premiums.

3.1.2 Discharge

The receipt of the Death Benefit under this Policy by the Policy Owner or the Beneficiary or by any person entitled to receive such Proceeds, or evidence that the Company's payment for the Death Benefit has been deposited or cashed will discharge the Company from further liability under this Policy.

3.2 TOTAL AND PERMANENT DISABILITY BENEFIT

3.2.1 TOTAL AND PERMANENT DISABILITY BENEFIT

Subject to the terms and conditions of this Policy, if the Insured is Diagnosed to be suffering from Total Disability, and subsequently Total and Permanent Disability, upon receipt of due proof and subject to the approval of the Company and provided that this Policy is in force at the date of first Diagnosis of the Total and Permanent Disability, the Company will pay to the Policy Owner a lump sum benefit equivalent to:

- (i) the Sum Insured of this Policy at the date of first Diagnosis of this Total Disability; less
- (ii) any outstanding Premiums.

3.2.2 Discharge

The receipt of the Total and Permanent Disability Benefit under this Policy by the Policy Owner or by any person entitled to receive such Proceeds, or evidence that the Company's payment for the Total and Permanent Disability Benefit has been deposited or cashed will discharge the Company from further liability under this Policy.

3.3 BENEFIT RESTRICTIONS

Under all circumstances, the Company will only pay either the Death Benefit or Total and Permanent Disability Benefit in respect of the Insured.

Upon approval of a claim for the Total and Permanent Disability Benefit, Death Benefit will, as of the date of first Diagnosis of the concerned Total Disability, also be terminated.

Provided that if the Insured is covered by more than one policy under BOC iMortgage-Linked Term Life Insurance Plan issued by the Company, (a) the total amount of the Death Benefit and/or Total and Permanent Disability Benefit payable under all such policies in aggregate shall be subject to a maximum of HK\$8,000,000 under all such policies less 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.

3.4 EXCLUSIONS

(a) No Total and Permanent Disability Benefit will be payable under this Policy for any Total Disability and/or Total and Permanent Disability resulting from, or related to, or caused or contributed directly or indirectly, wholly or partly, by any of the followings:

- (i) Any Pre-existing Condition;
- (ii) Congenital deformities or anomalies, infertility or sterilization;
- (iii) Drug-taking other than under the direction of a Physician, abuse

- of alcohol or the taking of poison;
- (iv) Disease of or infection with any Human Immunodeficiency Virus (HIV) and/or any HIV-related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutations, derivations or variations thereof. Under this Policy, the definition of AIDS shall be that used by the World Health Organization in 1987, as may be revised by the World Health Organization from time to time;
 - (v) Nuclear fission, nuclear fusion, ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuels or nuclear weapons material;
 - (vi) War or hostilities (whether war be declared or not), civil commotion, rebellion, revolution, riot, strikes, terrorist or warlike activities;
 - (vii) Participation in any armed force or peace keeping activities;
 - (viii) An act of any person acting on their own or on behalf of or in connection with any group or organisation to influence by force

any group, corporation or government by terrorism, kidnapping or attempted kidnapping, attack, assault, or any other violent means;

- (ix) An intentional self-inflicted act;
- (x) Violation or attempted violation of the law or resistance to arrest or participation in any brawl or affray; or
- (xi) Professional sports, racing of any kind, underwater activities involving the use of breathing apparatus, aerial flights (including bungee-jumping, hang-gliding, ballooning, parachuting and sky-diving) other than as a crew member or as a fare-paying passenger on a licensed carrying commercial aircraft operating in a regular scheduled route or any hazardous activities or sports unless agreed by special endorsement.

(b) No Total and Permanent Disability Benefit will be payable under this Policy if the symptoms or conditions of the concerned Total Disability or the Diagnosis of the concerned Total Disability first appeared or occurred within two (2) years immediately following the Policy Date or the date of

endorsement or the effective date of last reinstatement, whichever is the latest. This Clause 3.4(b) shall not apply to Total Disability caused by an Accident.

3.5 NOTICE AND PROOF OF CLAIMS

A claim under Clause 3.2 must be made whilst this Policy is in force and within ninety (90) days of the Insured becoming aware that he is suffering from a Total and Permanent Disability. If the claim is not made within that period, the Company will not be liable to pay the Total and Permanent Disability Benefit unless it is shown that it was not reasonably possible to make such a claim, and that the claim was made as soon as was reasonably possible.

Written proof of loss, such as the necessary information, documents, medical evidence and reports signed by a Physician approved by the Company, which it requires the Policy Owner to provide at his expense, must be

received by the Company within six (6) months after it receives the written notice of claim.

The Company reserves the right to require the Insured to undergo an examination or other reasonable and appropriate tests to confirm the occurrence of the Total and Permanent Disability.

3.6 NON-PARTICIPATING

This Policy does not participate in the profits of the Company.

3.7 DISCONTINUANCE

No surrender value shall be allowed on the discontinuance of this Policy.