

## 守護十年網上保險計劃保單條款

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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。

## 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.
<b>寬限期</b>	指本公司根據一般保單條款第 1.9 條而設定的期間。	<b>Grace Period</b>	means such period as determined by the Company in accordance with Clause 1.9 under the General Policy Provisions.
<b>本集團</b>	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)。	<b>Group</b>	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.
<b>香港</b>	指中華人民共和國香港特別行政區。	<b>Hong Kong</b>	means the Hong Kong Special Administrative Region of the People's Republic of China.
<b>欠款</b>	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。	<b>Indebtedness</b>	means all unpaid loans on this Policy, including any interest due and accrued.
<b>有關資料</b>	指任何個人識別資料、保單資料、實體資料或額外資料。	<b>Information</b>	means any Personally Identifiable Information, Policy Information, Entity Information or Additional Information.
<b>受保人</b>	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。	<b>Insured</b>	means the person whose life is insured by the Company under this Policy. The Insured is named in the Policy Specifications.
<b>期滿日 / 到期日</b>	指該註明於承保表內之日期。此為保單期滿/到期日。	<b>Maturity Date / Expiry Date</b>	means the date as shown in the Policy Specifications when this Policy will mature / expire.
<b>個人資料</b>	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。	<b>Personal Data</b>	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.
<b>個人識別資料</b>	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。	<b>Personally Identifiable Information</b>	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.
<b>本保單</b>	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。	<b>This Policy</b>	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.
<b>保單週年日</b>	指在保單有效期間往後每年與保單日期同月同日的日期。	<b>Policy Anniversary</b>	means the same day and month as the Policy Date in each succeeding year after the Policy Date while this Policy remains in force.
<b>保單日期</b>	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、保單年度及繳費到期日的計算都是以此日期來確定。	<b>Policy Date</b>	means the date specified as such in the Policy Specifications, on which this Policy will take effect, and according to which Policy Anniversary, Policy Years and premium due dates are determined.
<b>保單資料</b>	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。	<b>Policy Information</b>	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.

<b>保單資訊表</b>	指與承保表一併發出及構成承保表一部份並標題為保單資訊表之附表。	<b>Policy Information Sheet</b>	means the schedule headed "Policy Information Sheet" issued together with and formed part of the Policy Specifications.
<b>保單簽發日期</b>	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。	<b>Policy Issue Date</b>	means the date specified as such in the Policy Specifications, on which the Company issued this Policy.
<b>保單權益人、閣下、你的或您的</b>	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。	<b>Policy Owner, you or your</b>	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.
<b>承保表</b>	指由本公司向保單權益人發出，隨附於本保單並且不時經修訂的承保表，其載有本保單的保單號碼、保障詳情、保單資訊表及其他保單細節。	<b>Policy Specifications</b>	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.
<b>保單年度</b>	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。	<b>Policy Year</b>	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.
<b>保費</b>	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。	<b>Premium</b>	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.
<b>保險金</b>	指根據本保單的條款應付的任何保障或給付金額。	<b>Proceeds</b>	means any benefits or amounts payable under the terms of this Policy.
<b>紀錄</b>	指本公司註加日期及簽署。	<b>Records</b>	means this Company dates and signs.
<b>監管機構</b>	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）。	<b>Relevant Authority</b>	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).
<b>附加利益保障</b>	指於承保表指明的附加利益保障。	<b>Rider</b>	means rider(s) (if any) specified as such in the Policy Specifications.
<b>投保額</b>	指於保單承保表顯示為此之金額，此金額可於本公司同意下不時改變。	<b>Sum Insured</b>	means the amount shown as such in the Policy Specifications and may be varied with the agreement of the Company from time to time.
<b>稅務和財務報告義務</b>	<p>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：</p> <p>(i) 確定保單權益人、受保人及/或受益人之課稅狀況；</p> <p>(ii) 向監管機構提供任何資料；</p> <p>(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</p> <p>(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</p>	<b>Tax and Financial Reporting Obligations</b>	<p>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);</p> <p>(i) to determine the tax status of the Policy Owner, the Insured and/or the Beneficiary;</p> <p>(ii) to provide any Information to a Relevant Authority;</p> <p>(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;</p>

監管機構指示或指定。

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.

美國 指美利堅合眾國

U.S. means the United States of America.

我們或本公司 指中銀集團人壽保險有限公司。

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

除非本保單內文另有規定，否則，在本保單內凡：

Unless the context requires otherwise in this Policy:

- (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。

- (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 完全契約

## 1.2 THE ENTIRE CONTRACT

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。

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.

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。

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.

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。

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.

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。

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 不得異議

## 1.3 INCONTESTABILITY

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。

This incontestability provision is only applicable to the Death Benefit (as defined in Part II – Basic Provisions) under this Policy.

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。

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.

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。

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 自殺身亡

## 1.4 SUICIDE

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：

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) 保單簽發日或恢復生效日（以較遲者為準）；或
- (ii) 任何增大投保額之生效日期（只適用於所遞增之投保額）。

- (i) The Policy Issue Date or date of any reinstatement, whichever is later; or
- (ii) The effective date of any increase in Sum Insured (applicable to that particular increase in Sum Insured only).

## 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簽發。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。

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。

若本公司支付嚴重疾病賠償(如適用)，或受保人於本保單有效期間身故，而該保單是以分期付款方式而非年繳方式繳付保費，本公司將在其賠償數目內扣除該保單年度全期保費之未繳部份(如有)和任何其他欠款。

## 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(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

## 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.

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 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.

Upon the payment of Major Illness Benefit (if applicable) or the death of the Insured while this Policy is in force, and if premiums are paid by installments rather than yearly made, the Company shall deduct from the amount payable under this Policy the amount of unpaid premiums (if any) for the whole of that Policy Year, together with any other Indebtedness.

## 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

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。

在本保單有效期間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，則當作受保人於受保人身故時尚存。

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）

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

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国的法律、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国的法律、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) 在本公司向您發出書面要求（“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：

- 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

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;

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

閣下可藉提交令本公司滿意的書面通知，轉讓本保單之全部權益。除非本公司事前收到有關轉讓的正本或副本書面通知，否則本公司將不受任何轉讓的約束。對於任何轉讓的有效性或足夠性，本公司亦概不負責。

#### 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政府或監管機構(包括但不限於保險業監管局)按相關規定已收取的費及/或費用(如有)。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。

- 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

You may assign all your interests thereof under this Policy by filing a written notice satisfactory to the Company. No assignment of this Policy shall be binding on the Company unless the original or a duplicate thereof is filed and received by the Company. The Company shall not be responsible for the validity or sufficiency of any assignment.

#### 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 and/ or charges (if any) paid, which are collected by the Company on behalf of the government or the regulatory authority (including but not limited to 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 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。

#### 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.

SAMPLE

## 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。

**身故賠償** 指根據保障給付條款內第 3.5 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特定嚴重疾病或非嚴重疾病之定義。

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。

**事件** 指引致任何非嚴重疾病的意外事件及/或疾病。

**投保時之投保額** 指在保單簽發時於承保表內列明為「投保額」的金額。為免生疑問，於此作出的任何嚴重疾病賠償或非嚴重疾病賠償均不會影響投保時之投保額。

**嚴重疾病** 指列明於保障給付條款內第 3.1 條的任何一種疾病。

**嚴重疾病賠償** 指根據保障給付條款內第 3.3 條所給付之賠償。

**期滿利益** 指根據保障給付條款第 3.8 條所給付之利益。

**醫療必需** 指就住院、治療、程序、材料或其他醫療服務而言，該住院、治療、程序、材料或其他醫療服務按本公司的意見為：

- (i) 必須、適合及與有關病徵之發現或有關受保疾病的診斷及治療一致；
- (ii) 符合一般接受的醫療習俗而非為實驗或調查性質；
- (iii) 非純為受保人、保單權益人、醫生或任何其他人士提供方便；及
- (iv) 必須的以免受保人的健康狀況惡化。

## 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.

**Death Benefit** means the benefit payable pursuant to Clause 3.5 under the Payment of Benefits Provisions.

**Diagnosis** 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 definition of the particular Major Illness or Minor Illness as set out in this Policy.

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 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.

**Event** means an Accident and/or illness that results in any Minor Illness.

**Initial Sum Insured** means the amount shown on the Policy Specification as the "Sum Insured" when the Policy is issued. For the avoidance of doubt, any Major Illness Benefit or Minor Illness Benefit made hereunder does not affect the Initial Sum Insured.

**Major Illness** means any of the illnesses specified under Clause 3.1 under the Payment of Benefit Provisions.

**Major Illness Benefit** means the benefit payable pursuant to Clause 3.3 under the Payment of Benefit Provisions.

**Maturity Benefit** means the benefit payable pursuant to Clause 3.8 under the Payment of Benefit Provisions.

**Medically Necessary** means in respect of confinement, treatment, procedure, supplies or other medical services, such confinement, treatment, procedure, supplies or other medical services which are, in the Company's opinion:

- (i) required for, appropriate and consistent with the symptoms and findings or Diagnosis and treatment of the covered illness;
- (ii) in accordance with generally accepted medical practice and not of an experimental or investigative nature;
- (iii) not for the convenience of the Insured, the Policy Owner, the Physician or any other person; and
- (iv) not able to be omitted without adversely affecting the Insured's medical condition.

**非嚴重疾病** 指列明於保障給付條款內第 3.2 條的任何一種疾病。

**非嚴重疾病賠償** 指根據保障給付條款內第 3.4 條所給付之賠償。

**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  
而有關狀況在保單簽發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。

**退保利益** 指根據保障給付條款第 3.9 條所給付之利益。

## 2.2 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) 本公司作出嚴重疾病賠償。

本保單終止或期滿後，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。

**Minor Illness** means any of the illnesses specified under Clause 3.2 under the Payment of Benefit Provisions.

**Minor Illness Benefit** means the benefit payable pursuant to Clause 3.4 under the Payment of Benefit Provisions.

**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 Issue Date or the date of endorsement or the effective date of last reinstatement, whichever is the latest.

**Surrender Benefit** means the benefit payable pursuant to Clause 3.9 under the Payment of Benefit Provisions.

## 2.2 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 Major Illness Benefit.

Upon the termination or expiration of this Policy, the Company shall have no further liability under this Policy. 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.

### 2.3 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第二（2）年開始，但不遲於第二（2）年的完結前內恢復生效，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。

### 2.4 保費

本保單之保費將保證維持不變。

### 2.3 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 starting from the second (2<sup>nd</sup>) year from, but not later than the end of the second (2<sup>nd</sup>) 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.

### 2.4 PREMIUM

The Premium of this Policy is guaranteed to remain unchanged.

## 第 III 部份 - 保障給付條款

### 3.1 嚴重疾病之定義

每種嚴重疾病均有其訂定之定義並詳述於下列之有關標題下，而任何就嚴重疾病的診斷證明必須符合該定義及該嚴重疾病標題下列出的所有及每一項條件及要求，方可就該嚴重疾病提出索償。

#### 3.1.1 癌症

癌症指惡性腫瘤，其特徵為惡性細胞漸進地不受控制地生長及擴散，侵潤及破壞正常及周邊組織。診斷癌症必須由組織病理學報告證實腫瘤呈陽性。

基於上述定義，下列任何一項腫瘤並不受此保障：

- (i) 組織病理學中以下癌症分類：
  - 癌前病變，比如血小板增生症、真性紅細胞增多症、原位癌包括子宮頸上皮內贅瘤CIN-1、CIN-2 及CIN-3)；
  - 交界性腫瘤；或
  - 低惡性腫瘤；
- (ii) 白血病類別中，沒有造成造血骨髓內白血細胞廣泛擴散的情況，及被分類為RAI級別I 或Binet A-I級別或以下的慢性淋巴性白血病；
- (iii) 所有皮膚癌，除非能夠證實腫瘤已經擴散或是利用Breslow 組織學檢驗方法證明最高厚度超過1.5mm 的惡性黑色素瘤；
- (iv) 非致命的癌症，如下列
  - 根據TNM 組織學分期在T1a 或 T1b，或其他分級方法中同等或更低分級的前列腺癌；
  - 根據TNM 組織學分期在T1N0M0或更低分級的甲狀腺癌；及
  - 根據TNM 組織學分期在TaN0M0 或更低的分級的膀胱乳頭狀癌；
- (v) 根據TNM 組織學分期被界定為T1aN0M0 或 T1bN0M0或更低分級的卵巢腫瘤。

#### 3.1.2 急性心肌梗塞

由於供血不足引致部分心肌壞死，急性心肌梗塞須得到明確診斷且符合以下所有條件：

- (i) 典型胸痛症狀；
- (ii) 心電圖變化提示新近心肌梗塞；
- (iii) 典型心臟酵素提升或肌鈣蛋白達到以下水準或更高：
  - Troponin T > 1.0 ng/ml
  - AccuTnl > 0.5 ng/ml 或其他Troponin I 的檢驗方法同等的閾值。

#### 3.1.3 中風

腦血管病包括腦組織梗塞、腦出血、蛛網膜下腔出血、腦栓塞及腦血栓。

確定診斷必須包括下列所有條件：

- (i) 繼中風事故後最少六(6)個星期，由神經科專科醫生確定已患有永久性神經功能損害的證據；及
- (ii) 磁力共振掃描(MRI)、電腦斷層掃描(CT)或其他可靠的顯影技術測出證明此為新發生的中風事故。

基於上述定義，下列情況並不屬保障範圍：

- (i) 短暫性腦缺血症狀；

## Part III - Payment of Benefit Provisions

### 3.1 DEFINITION OF MAJOR ILLNESS

Each Major Illness has its meaning given under the relevant heading below. Any Diagnosis of a Major Illness for the purpose of claiming the Major Illness Benefit must fall within the relevant definition and meet with each and every condition and requirement set out under the heading of the relevant Major Illness.

#### 3.1.1 Cancer

Cancer means the presence of a malignant tumour that is characterised by progressive, uncontrolled growth, spread of malignant cells with invasion and destruction of normal and surrounding tissue. Cancer must be positively Diagnosed with histopathological confirmation.

Based on above definition, any of the following tumours is not covered:

- (i) All growths which are histopathologically classified as any of the following:
  - pre-malignant (for example: essential thrombocythaemia, polycythaemia rubra vera, tumours showing the malignant changes of carcinoma-in-situ including cervical intraepithelial neoplasia CIN-1, CIN-2 and CIN-3);
  - having either borderline malignancy; or
  - having low malignant potential;
- (ii) Leukaemia if there is no generalized dissemination of leukaemia cells in the blood-forming bone marrow and chronic lymphocytic leukaemia with staging RAI Stage I or Binet Stage A-I or lesser classification;
- (iii) All skin cancers, unless there is evidence of metastases or the tumour is a malignant melanoma of greater than 1.5mm maximum thickness as determined by histological examination using the Breslow method;
- (iv) Non life-threatening cancers, such as:
  - prostate cancers which are histologically described as TNM Classification T1a or T1b, or are of another equivalent or lesser classification;
  - thyroid cancer histologically described as T1N0M0 or a lesser classification according to the TNM staging classification; and
  - papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification according to the TNM staging classification;
- (v) Tumour(s) of the ovary classified as T1aN0M0 or T1bN0M0 or a lesser classification according to TNM staging classification.

#### 3.1.2 Heart Attack

Unequivocal Diagnosis of the death of a portion of the heart muscle arising from inadequate blood supply to the relevant area.

All of the following criteria must be satisfied:

- (i) Typical central chest pain suggestive of heart attack;
- (ii) New ECG changes indicative of a recent myocardial infarction;
- (iii) The characteristic rise of cardiac enzymes or Troponins recorded at the following levels or higher:
  - Troponin T > 1.0 ng/ml
  - AccuTnl > 0.5 ng/ml or equivalent threshold with other Troponin I methods.

#### 3.1.3 Stroke

A cerebrovascular incident including infarction of brain tissue, cerebral and subarachnoid haemorrhage, cerebral embolism and cerebral thrombosis.

This Diagnosis must be supported by all of the following conditions:

- (i) Evidence of Permanent Neurological Deficit confirmed by a Physician who is a neurologist at least six (6) weeks after the event; and
- (ii) Findings on magnetic resonance imaging (MRI), computed tomography (CT), or other reliable imaging techniques consistent with the Diagnosis of a new stroke.

- (ii) 因意外事件或受傷、感染、血管炎及炎症性疾病引致的腦部受損；
- (iii) 引致視覺神經疾病或影響眼睛的血管疾病；及
- (iv) 前庭系統缺血疾病。

嚴重疾病定義所用之詞語

“永久性神經功能損害”指:-

臨床檢查證明受保人出現神經系統功能失調症狀，並且預期症狀將持續終身。

受保的症狀包括癱瘓、發音困難、失語、吞嚥困難、視覺受損、步行困難、協調失當、手震、癲癇、昏睡、癱瘓、精神錯亂及昏迷。

以下情況除外：

- (i) 腦素描可看到之腦部異常，或從其他素描檢查中可看到之異常而沒有明確相關的臨床症狀；
- (ii) 神經性症狀但無病徵異常，如快速的反射動作，但無其他症狀；
- (iii) 源自心理或精神科的症狀。

### 3.2 非嚴重疾病定義

每種非嚴重疾病均有其訂定之定義並詳述於下列之有關標題下，而任何就非嚴重疾病的診斷證明必須符合該定義及該非嚴重疾病標題下列出的所有及每一項條件及要求，方可就該非嚴重疾病索償。

所有有關原位癌或早期癌症的診斷必須由組織病理學報告證實，臨床診斷不符合本保障的標準。

#### 組別 M1： 癌症

##### M1.1: 原位癌

原位癌指M1.1.1 至M1.1.14.

##### M1.1.1 乳房原位癌

乳房原位癌指病灶性的癌細胞自發地增生，但尚未侵潤正常的乳房組織。「侵潤」指癌細胞穿透及/或實際破壞基底膜以下的正常組織。乳房原位癌的診斷必須由組織病理學報告證實及腫瘤科專科醫生或相關的專科醫生確診。臨床診斷不符合本保障的標準。

##### M1.1.2 子宮頸原位癌

子宮頸原位癌指病灶性的癌細胞自發地增生，但尚未侵潤正常的子宮頸組織。「侵潤」指癌細胞穿透及/或實際破壞基底膜以下的正常組織。子宮頸原位癌的診斷必須通過子宮頸圓錐切除活組織檢查或通過陰道鏡進行子宮頸活組織檢查，取得固定組織，進行顯微鏡檢查且診斷結果呈陽性，及腫瘤科專科醫生或相關的專科醫生確診。臨床診斷不符合本保障的標準。子宮頸上皮內贅瘤（CIN）分級中的CIN 1及CIN 2 除外。

##### M1.1.3 大腸或直腸原位癌

大腸或直腸原位癌指病灶性的癌細胞自發地增生，但尚未侵潤正常的大腸或直腸組織。「侵潤」指癌細胞穿透及/或實際破壞基底膜以下的正常組織。大腸或直腸原位癌的診斷必須由組織病理學報告證實及腫瘤專科醫生或有關的專科醫生確定診斷。臨床診斷不符合本保障的標準。

Based on above definition, the following are not covered:

- (i) Transient Ischaemic Attacks;
- (ii) Brain damage due to an Accident or injury, infection, vasculitis, and inflammatory disease;
- (iii) Vascular disease affecting the eye or optic nerve; and
- (iv) Ischaemic disorders of the vestibular system.

Term used in the definition of Major Illness

“Permanent Neurological Deficit” means:-

Symptoms of dysfunction in the nervous system that are present on clinical examination and expected to last throughout the Insured's life.

Symptoms that are covered include paralysis, dysarthria, aphasia, dysphagia, visual impairment, difficulty in walking, lack of coordination, tremor, seizures, lethargy, dementia, delirium and coma.

The following are not covered:

- (i) An abnormality seen on brain or other scans without definite related clinical symptoms;
- (ii) Neurological signs occurring without symptomatic abnormality, e.g. brisk reflexes without other symptoms;
- (iii) Symptoms of psychological or psychiatric origin.

### 3.2 DEFINITION OF MINOR ILLNESS

Each Minor Illness has its meaning given under the relevant heading below. Any Diagnosis of a Minor Illness for the purpose of claiming the Minor Illness Benefit must fall within the relevant definition and meet with each and every condition and requirement set out under the heading of that Minor Illness.

All Diagnosis of Carcinoma-in-situ or Early Stage Cancer must always be supported by a histopathological report. Clinical Diagnosis does not meet this standard.

#### Group M1: Cancer

##### M1.1 Carcinoma-in-situ

Carcinoma-in-situ refers to M.1.1 to M1.1.14.

##### M1.1.1 Carcinoma-in-situ of the Breast

A focal autonomous new growth of carcinomatous cells which has not yet resulted in the invasion of normal tissue of the breast. "Invasion" means an infiltration and/or active destruction of normal tissue beyond the basement membrane. Diagnosis of carcinoma-in-situ of the breast must always be supported by a histopathological report and confirmed by a Physician who is an oncologist or specialist in the respective specific area of medicine. Clinical Diagnosis does not meet this standard.

##### M1.1.2 Carcinoma-in-situ of the Cervix Uteri

A focal autonomous new growth of carcinomatous cells, which has not yet resulted in the invasion of normal tissue of the cervix uteri. "Invasion" means an infiltration and/or active destruction of normal tissue beyond the basement membrane. Diagnosis of carcinoma-in-situ of the cervix uteri must always be positively Diagnosed upon the basis of a microscopic examination of fixed tissue from a cone biopsy or colposcopy with cervical biopsy and confirmed by a Physician who is an oncologist or specialist in the respective specific area of medicine. Clinical Diagnosis does not meet this standard. Cervical Intraepithelial Neoplasia (CIN) classification including CIN-1 and CIN-2 are specifically excluded.

##### M1.1.3 Carcinoma-in-situ of the Colon or rectum

A focal autonomous new growth of carcinomatous cells which has not yet resulted in the invasion of normal tissue of the colon or rectum. "Invasion" means an infiltration and/or active destruction of normal tissue beyond the basement membrane. Diagnosis of carcinoma-in-situ of the colon or rectum must always be supported by a histopathological report. The Diagnosis must be confirmed by a Physician who is an oncologist or specialist in the respective specific area of medicine. Clinical Diagnosis does not meet this standard.

#### M1.1.4 輸卵管原位癌

輸卵管原位癌指病灶性的癌細胞自發地增生，但尚未侵潤正常的輸卵管組織。「侵潤」指癌細胞穿透及/或實際破壞基底膜以下的正常組織。輸卵管原位癌的診斷必須由組織病理學報告證實及腫瘤專科醫生或相關的專科醫生確診。臨床診斷不符合本保障的標準。本保障只限於輸卵管黏膜內的腫瘤。腫瘤必須根據TNM分期方法被界定為TisNOM0。

#### M1.1.5 肝臟原位癌

肝臟原位癌指病灶性的癌細胞自發地增生，但尚未侵潤正常的肝臟組織。「侵潤」指癌細胞穿透及/或實際破壞基底膜以下的正常組織。肝臟原位癌的診斷必須由組織病理學報告證實及腫瘤專科醫生或相關的專科醫生確定診斷。臨床診斷不符合本保障的標準。

#### M1.1.6 肺原位癌

肺原位癌指病灶性的癌細胞自發地增生，但尚未侵潤正常的肺組織。「侵潤」指癌細胞穿透及/或實際破壞基底膜以下的正常組織。肺原位癌的診斷必須由組織病理學報告證實及腫瘤專科醫生或相關的專科醫生確定診斷。臨床診斷不符合本保障的標準。

#### M1.1.7 鼻咽原位癌

鼻咽原位癌指病灶性的癌細胞自發地增生，但尚未侵潤正常的鼻咽組織。「侵潤」指癌細胞穿透及/或實際破壞基底膜以下的正常組織。鼻咽原位癌的診斷必須由組織病理學報告證實及腫瘤專科醫生或相關的專科醫生確定診斷。臨床診斷不符合本保障的標準。

#### M1.1.8 胰臟原位癌

胰臟原位癌指病灶性的癌細胞自發地增生，但尚未侵潤正常的胰臟組織。「侵潤」指癌細胞穿透及/或實際破壞基底膜以下的正常組織。胰臟原位癌的診斷必須由組織病理學報告證實及腫瘤專科醫生或相關的專科醫生確定診斷。臨床診斷不符合本保障的標準。

#### M1.1.9 陰莖原位癌

陰莖原位癌指病灶性的癌細胞自發地增生，但尚未侵潤正常的陰莖組織。「侵潤」指癌細胞穿透及/或實際破壞基底膜以下的正常組織。陰莖原位癌的診斷必須由組織病理學報告證實及腫瘤專科醫生或相關的專科醫生確定診斷。臨床診斷不符合本保障的標準。

#### M1.1.10 胃或食道原位癌

胃或食道原位癌指病灶性的癌細胞自發地增生，但尚未侵潤正常的胃或食道組織。「侵潤」指癌細胞穿透及/或實際破壞基底膜以下的正常組織。胃或食道原位癌的診斷必須由組織病理學報告證實及腫瘤專科醫生或相關的專科醫生確定診斷。臨床診斷不符合本保障的標準。

#### M1.1.11 睪丸原位癌

睪丸原位癌指病灶性的癌細胞自發地增生，但尚未侵潤正常的睪丸組織。「侵潤」指癌細胞穿透及/或實際破壞基底膜以

#### M1.1.4 Carcinoma-in-situ of the Fallopian Tube

A focal autonomous new growth of carcinomatous cells which has not yet resulted in the invasion of normal tissue of the fallopian tube. "Invasion" means an infiltration and/or active destruction of normal tissue beyond the basement membrane. Diagnosis of carcinoma-in-situ of the fallopian tube must always be supported by a histopathological report and confirmed by a Physician who is an oncologist or specialist in the respective specific area of medicine. Clinical Diagnosis does not meet this standard. This tumour should be limited to the tubal mucosa and classified as TisNOM0 according to the TNM staging classification.

#### M1.1.5 Carcinoma-in-situ of the Liver

A focal autonomous new growth of carcinomatous cells which has not yet resulted in the invasion of normal tissue of the liver. "Invasion" means an infiltration and/or active destruction of normal tissue beyond the basement membrane. Diagnosis of carcinoma-in-situ of the liver must always be supported by a histopathological report. The Diagnosis must be confirmed by a Physician who is an oncologist or specialist in the respective specific area of medicine. Clinical Diagnosis does not meet this standard.

#### M1.1.6 Carcinoma-in-situ of the Lung

A focal autonomous new growth of carcinomatous cells which has not yet resulted in the invasion of normal tissue of the lung. "Invasion" means an infiltration and/or active destruction of normal tissue beyond the basement membrane. Diagnosis of carcinoma-in-situ of the lung must always be supported by a histopathological report. The Diagnosis must be confirmed by a Physician who is an oncologist or specialist in the respective specific area of medicine. Clinical Diagnosis does not meet this standard.

#### M1.1.7 Carcinoma-in-situ of the Nasopharynx

A focal autonomous new growth of carcinomatous cells which has not yet resulted in the invasion of normal tissue of the nasopharynx. "Invasion" means an infiltration and/or active destruction of normal tissue beyond the basement membrane. Diagnosis of carcinoma-in-situ of the nasopharynx must always be supported by a histopathological report. The Diagnosis must be confirmed by a Physician who is an oncologist or specialist in the respective specific area of medicine. Clinical Diagnosis does not meet this standard.

#### M1.1.8 Carcinoma-in-situ of the Pancreas

A focal autonomous new growth of carcinomatous cells which has not yet resulted in the invasion of normal tissue of the pancreas. "Invasion" means an infiltration and/or active destruction of normal tissue beyond the basement membrane. Diagnosis of carcinoma-in-situ of the pancreas must always be supported by a histopathological report. The Diagnosis must be confirmed by a Physician who is an oncologist or specialist in the respective specific area of medicine. Clinical Diagnosis does not meet this standard.

#### M1.1.9 Carcinoma-in-situ of the Penis

A focal autonomous new growth of carcinomatous cells which has not yet resulted in the invasion of normal tissue of the penis. "Invasion" means an infiltration and/or active destruction of normal tissue beyond the basement membrane. Diagnosis of carcinoma-in-situ of the penis must always be supported by a histopathological report. The Diagnosis must be confirmed by a Physician who is an oncologist or specialist in the respective specific area of medicine. Clinical Diagnosis does not meet this standard.

#### M1.1.10 Carcinoma-in-situ of the Stomach or oesophagus

A focal autonomous new growth of carcinomatous cells which has not yet resulted in the invasion of normal tissue of the stomach or oesophagus. "Invasion" means an infiltration and/or active destruction of normal tissue beyond the basement membrane. Diagnosis of carcinoma-in-situ of the stomach or oesophagus must always be supported by a histopathological report. The Diagnosis must be confirmed by a Physician who is an oncologist or specialist in the respective specific area of medicine. Clinical Diagnosis does not meet this standard.

#### M1.1.11 Carcinoma-in-situ of the Testes

A focal autonomous new growth of carcinomatous cells which has not yet resulted in the invasion of normal tissue of the testes. "Invasion" means an

下的正常組織。睪丸原位癌（精管內生殖細胞瘤）的診斷必須由組織病理學報告證實及腫瘤科專科醫生或相關的專科醫生確診。此保障只包括睪丸生殖細胞腫瘤。其他的睪丸腫瘤包括性索間質腫瘤（Leydig 細胞），支持細胞（Sertoli 細胞）腫瘤及並非直接生長在睪丸組織內的腫瘤（附屬器腫瘤）一概不包括在此保障範圍內。臨床診斷不符合本保障的標準。

#### M1.1.12 泌尿道原位癌

泌尿道原位癌指病灶性的癌細胞自發地增生，但尚未侵潤正常的泌尿道組織。「侵潤」指癌細胞已穿透及/或實際破壞基底膜以下的正常組織。泌尿道原位癌的診斷必須由組織病理學報告證實及腫瘤科專科醫生或相關的專科醫生確定診斷。臨床診斷不符合本保障的標準。

膀胱原位癌包括TNM 分期方法被界定為Ta級別的膀胱乳頭狀癌。

#### M1.1.13 子宮原位癌

子宮原位癌指病灶性的癌細胞自發地增生，但尚未侵潤正常的子宮組織。「侵潤」指癌細胞已穿透及/或實際破壞基底膜以下的正常組織。子宮原位癌的診斷必須由組織病理學報告證實及腫瘤科專科醫生或相關的專科醫生確診。臨床診斷不符合本保障的標準。腫瘤必須根據TNM分期方法被界定為TisNOM0。

#### M1.1.14 陰道原位癌

陰道原位癌指病灶性的癌細胞自發地增生，但尚未侵潤正常的陰道組織。「侵潤」指癌細胞已穿透及/或實際破壞基底膜以下的正常組織。陰道原位癌的診斷必須由組織病理學報告證實及腫瘤科專科醫生或相關的專科醫生確診。臨床診斷不符合本保障的標準。腫瘤必須根據TNM 分期方法被界定為TisNOM0。

### M1.2 早期癌症

早期癌症指M1.2.1至M1.2.3.

#### M1.2.1 早期卵巢癌

早期卵巢癌的診斷必須由組織病理學報告證實及腫瘤科專科醫生或相關的專科醫生確診。臨床診斷不符合本保障的標準。腫瘤包膜必須完整，卵巢表面無腫瘤。腫瘤必須根據TNM分期方法被界定為T1aNOM0 或 T1bNOM0，或根據FIGO 方法被界定為FIGO 1A或1B階段。

#### M1.2.2 早期前列腺癌

早期前列腺癌的診斷必須由組織病理學報告證實及腫瘤科專科醫生或相關的專科醫生確診。臨床診斷不符合本保障的標準。腫瘤必須根據TNM分期方法被界定為T1a或T1b。

#### M1.2.3 早期甲狀腺癌

早期甲狀腺癌是指由組織學報告診斷為癌細胞已不受控地增生及侵潤正常組織並根據TNM 組織學分期被界定為T1NOM0的甲狀腺癌。早期甲狀腺癌的診斷必須由組織病理學報告證實及腫瘤科專科醫生或相關的專科醫生確診。臨床診斷不符合本保障的標準。

infiltration and/or active destruction of normal tissue beyond the basement membrane. Diagnosis of carcinoma-in-situ of the testes (intratubular germ cell neoplasia) must always be supported by a histopathological report and confirmed by a Physician who is an oncologist or specialist in the respective specific area of medicine. This benefit covers only germ cell tumours of the testes. Other testicular tumours including sex cord-stromal tumours (Leydig), Sertoli tumours and tumours not arising directly from the testicular tissue (adnexal) are all excluded. Clinical Diagnosis does not meet this standard.

#### M1.1.12 Carcinoma-in-situ of the Urinary Tract

A focal autonomous new growth of carcinomatous cells which has not yet resulted in the invasion of normal tissue of the urinary tract. "Invasion" means an infiltration and/or active destruction of normal tissue beyond the basement membrane. Diagnosis of carcinoma-in-situ of the urinary tract must always be supported by a histopathological report. The Diagnosis must be confirmed by a Physician who is an oncologist or specialist in the respective specific area of medicine. Clinical Diagnosis does not meet this standard.

For the purpose of carcinoma-in-situ of the bladder, stage Ta of papillary carcinoma is included according to TNM staging classification.

#### M1.1.13 Carcinoma-in-situ of the Uterus

A focal autonomous new growth of carcinomatous cells which has not yet resulted in the invasion of normal tissue of the uterus. "Invasion" means an infiltration and/or active destruction of normal tissue beyond the basement membrane. Diagnosis of carcinoma-in-situ of the uterus must always be supported by a histopathological report and confirmed by a Physician who is an oncologist or specialist in the respective specific area of medicine. Clinical Diagnosis does not meet this standard. This tumour should be classified as TisNOM0 according to the TNM Classification.

#### M1.1.14 Carcinoma-in-situ of the Vagina

A focal autonomous new growth of carcinomatous cells which has not yet resulted in the invasion of normal tissue of the vagina. "Invasion" means an infiltration and/or active destruction of normal tissue beyond the basement membrane. Diagnosis of carcinoma-in-situ of the vagina must always be supported by a histopathological report and confirmed by a Physician who is an oncologist or specialist in the respective specific area of medicine. Clinical Diagnosis does not meet this standard. This tumour should be classified as TisNOM0 according to the TNM staging classification.

### M1.2 Early Stage Cancer

Early Stage Cancer refers to M1.2.1 to M1.2.3.

#### M1.2.1 Early Stage Cancer of the Ovary

Diagnosis of early stage cancer of the ovary must always be supported by a histopathological report and confirmed by a Physician who is an oncologist or specialist in the respective specific area of medicine. Clinical Diagnosis does not meet this standard. This tumour should be capsule intact, with no tumour on the ovarian surface, classified as T1aNOM0 or T1bNOM0 according to the TNM staging classification or FIGO 1A or 1B according to the method of The Federation Internationale de Gynecologie et d'Obstetrique.

#### M1.2.2 Early Stage Cancer of the Prostate

Diagnosis of early stage cancer of the Prostate must always be supported by a histopathological report and confirmed by a Physician who is an oncologist or specialist in the respective specific area of medicine. Clinical Diagnosis does not meet this standard. This tumour should be classified as T1a or T1b according to the TNM staging method.

#### M1.2.3 Early Stage Cancer of the Thyroid

Any malignant tumour of the thyroid gland is histologically Diagnosed and characterized by the uncontrolled growth of malignant cells and invasion of normal tissue, which is classified as T1NOM0 according to the TNM staging classification. The Diagnosis must be supported by a histopathological report and confirmed by a Physician who is an oncologist or specialist in the respective specific area of medicine. Clinical Diagnosis does not meet this standard.

**M2 治療冠心病的小型介入手術**

實際進行氣囊血管成形術、鎖孔手術、激光治療或利用其他技術矯正一條或以上主要的冠狀動脈嚴重閉塞最少50%的情況，及由心臟科專科醫生證明此手術是醫療必需。

主要的冠狀動脈是指任何左主幹冠狀動脈，左直降支動脈，迴旋支動脈及右冠狀動脈(但不包括其分支)。血管造影診斷檢查除外。

**M2 Minor Interventions for Coronary Artery Disease**

The actual undergoing of balloon angioplasty, key-hole, laser relief or other techniques to correct significant stenosis of at least 50% of one or more major coronary arteries as considered Medically Necessary by a Physician who is a cardiologist.

Major coronary arteries herein refer to any of the left main stem artery, left anterior descending artery, circumflex artery and right coronary artery (but not including their branches). Diagnostic angiography is excluded.

**3.3 嚴重疾病賠償****3.3.1 嚴重疾病賠償**

在符合本保單的條款及條件下，若受保人經醫生診斷患上嚴重疾病，而在嚴重疾病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) 保單資訊表所指明於索償時之投保額的百分比；減除
- (ii) 任何欠款及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隨身保危疾保險計劃及/或守護十年網上保險計劃之保單，(a) 則本公司根據所有這些保單就嚴重疾病賠償的所有累計索償的最高賠償總額為 2,500,000港幣，減去所有這些保單已作出或須作出的所有非嚴重疾病賠償（若有），減去所有這些保單之任何欠款及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。

**3.3.2 解除責任**

由保單權益人所簽署的嚴重疾病賠償的收據，或由保單下有權領取此等保險金的任何人士簽署的收據；或本公司支付嚴重疾病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。

**3.4 非嚴重疾病賠償**

3.4.1 在符合本保單的條款及條件下，若受保人經醫生診斷患上非嚴重疾病，在本公司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相等於保單資訊表所指明於投保時之投保額的百分比的賠償金額，減除任何欠款及任何未繳的應付保費，只要：

- (i) 在非嚴重疾病首次診斷日本保單仍然生效；
- (ii) 在受保人在生期間，無論受保人患上多少次非嚴重疾病、非嚴重疾病復發或接受治療的次數，非嚴重疾病賠償的支付次數只限於保單資訊表所指明的次數；及
- (iii) 在任何情況下，原位癌或治療冠心病的小型介入手術或早期癌症的所有累計索償的賠償總額分別不可超出保單資訊表就 (a) 原位癌或 (b) 治療冠心病的小型介入手術或(c) 早期癌症所各自指明的非嚴重疾病賠償之最高賠償金額(以每種疾病及每受保人計)，而該金額須扣除本公司簽發以受保人生命投保的其他保單下就該種非嚴重疾病作出或須作出的所有賠償。在不損害上文的概括性的原則下，倘若就一項非嚴重疾病已作出或須作出賠償，而該項非嚴重疾病於有關保單下並不屬於「非嚴重疾病」之定義，則無須就該賠償給付作出扣除。為免生疑問，M1.1.1至M1.1.14所列之不同的器官的原位癌將被視為相同的疾病種類，而M1.2.1至M1.2.3所列之不同的器官的早期癌症亦將被視為相同的疾病種類。

**3.3 MAJOR ILLNESS BENEFIT****3.3.1 Major Illness Benefit**

Subject to the terms and conditions of this Policy, if the Insured is Diagnosed by a Physician to be suffering from a Major Illness, 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 Major Illness, the Company will pay to the Policy Owner a lump sum benefit equivalent to:

- (i) the percentage of the Sum Insured at the time of claim as shown in the Policy Information Sheet; less
- (ii) any Indebtedness and any outstanding Premiums.

Provided that if the Insured is covered by more than one policy under AlongPro Critical Illness Plan and/or iProtect 10 Years Insurance Plan, (a) the total benefit for all claims in aggregate for Major Illness Benefit payable under all such policies shall be subject to a maximum of HK\$ 2,500,000 less all Minor Illness Benefit paid or payable (if any) under all such policies less any Indebtedness and 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.

**3.3.2 Discharge**

The receipt of the Major Illness 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 Major Illness Benefit has been deposited or cashed will discharge the Company from further liability under this Policy.

**3.4 MINOR ILLNESS BENEFIT**

3.4.1 Subject to the terms and conditions of this Policy, if the Insured is Diagnosed by a Physician to be suffering from a Minor Illness, upon receipt of due proof and subject to the approval of the Company, the Company will pay a lump sum benefit equivalent to the percentage of the Initial Sum Insured as shown in the Policy Information Sheet less any Indebtedness and any outstanding Premiums to the Policy Owner provided that:

- (i) this Policy was in force at the date of first Diagnosis of the Minor Illness;
- (ii) Minor Illness Benefit is only limited to the number of payment as shown in the Policy Information Sheet during the Insured's lifetime regardless of the number of occurrences of Minor Illness, recurrence of Minor Illness or frequency of treatment; and
- (iii) in any case, the total benefit for all claims in aggregate for Carcinoma-in-situ or Minor Interventions for Coronary Artery Disease or Early Stage Cancer cannot exceed the maximum amount of Minor Illness Benefit (per illness category per life) as shown in the Policy Information Sheet for (a) Carcinoma-in-situ or (b) Minor Interventions for Coronary Artery Disease or (c) Early Stage Cancer less all other benefit amounts in respect of that category of Minor Illness paid or payable under all policies issued by the Company on the life of the Insured. Without prejudice to the generality of the foregoing, no deductions shall be made in respect of benefit amounts paid or payable under such other policies in connection with a minor illness if such minor illness does not fall within the definition of "Minor Illness" under the relevant policy. For the avoidance of doubt, Carcinoma-in-situ of different organs specified in M1.1.1 to M1.1.14 shall be considered as the same illness category, and Early Stage Cancer of different organs specified in M1.2.1 to

M1.2.3 shall also be considered as the same illness category.

**3.4.2 本公司支付非嚴重疾病賠償後：—**

- (i) 本保單的投保額須即時減去非嚴重疾病賠償金額；
- (ii) 非嚴重疾病賠償將自動終止。

**3.4.3** 在任何情況下，如在同一事件中被診斷出多於一個非嚴重疾病，本公司將只會就該事件中賠償金額最高的非嚴重疾病支付賠償。而在其他情況下，本公司將會根據以下的優先次序只就其中一項可索償的疾病支付賠償：

- 1. M1: 癌症
- 2. M2: 與心臟相關的疾病。

**3.4.4** 對於有漸進本質的非嚴重疾病，若該非嚴重疾病在索償時已惡化至符合嚴重疾病的定義，本公司將不會追溯支付任何非嚴重疾病賠償，無論本公司是否接納該項嚴重疾病的索償。

**3.5 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：

**3.5.1 身故賠償**

倘受保人於本保單有效期間身故及本公司未曾亦無需就本保單支付嚴重疾病賠償，本公司將給付一筆相等於以下計算之金額：

- (i) 保單資訊表所指明於索償時之投保額的百分比；扣除
- (ii) 任何欠款及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隨身保危疾保險計劃及/或守護十年網上保險計劃之保單，(a) 則本公司根據所有這些保單給付身故賠償最高總款額為 2,500,000港幣，減去所有這些保單已作出或須作出的所有嚴重疾病賠償及/或非嚴重疾病賠償（若有），減去所有這些保單之任何欠款及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。

**3.5.2 解除責任**

由保單權益人或受益人所簽署的身故賠償或其他保險金的收據，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。

**3.6 賠償的限制**

在受保人在生期間，無論受保人患上多少次嚴重疾病、嚴重疾病復發或接受治療的次數，本保單的嚴重疾病賠償的支付次數將不會多於保單資訊表所指明的次數。

在任何情況下，本公司只會就受保人支付一次身故賠償或嚴重疾病賠償。

當嚴重疾病賠償索償一經批核，身故賠償及非嚴重疾病賠償將於嚴重疾病首次診斷當日終止。

**3.7 除外事項**

- (a) 因以下任何一項而直接或間接，完全或部分之關係而引起、與其有關、導致或產生的嚴重疾病及非嚴重疾病，將不在本保單非嚴重疾病賠償或嚴重疾病賠償的受保範圍內：

**3.4.2 After payment of the Minor Illness Benefit by the Company: -**

- (i) the Sum Insured of this Policy shall be reduced immediately by the amount of the Minor Illness Benefit; and
- (ii) the Minor Illness Benefit will be automatically terminated.

**3.4.3** In any case if more than one Minor Illness have been Diagnosed or are Diagnosed in the same Event, the Company will only pay for the Minor Illness with the highest benefit amount payable. In other cases, the Company will only pay the benefit for one of such eligible illnesses by following the sequence of priority below:

- 1. M1: Cancer
- 2. M2: Heart related illness.

**3.4.4** For Minor Illnesses that are progressive in nature, the Company will not pay any Minor Illness Benefit retrospectively when such Minor Illness is more advanced such that it meets the definition of the Major Illness at time of claim, no matter whether the Company agrees to admit the claim of such Major Illness or not.

**3.5 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 benefits:

**3.5.1 Death Benefit**

If the Insured dies while this Policy is in force and no Major Illness Benefit has been paid or become payable under this Policy, the Company will pay an amount equal to:

- (i) the percentage of the Sum Insured at the time of claim as shown in the Policy Information Sheet; less
- (ii) any Indebtedness and any outstanding Premiums.

Provided that if the Insured is covered by more than one policy under AlongPro Critical Illness Plan and/or iProtect 10 Years Insurance Plan, (a) the total amount of the Death Benefit payable under all such policies shall be subject to a maximum of HK\$ 2,500,000 less all Major Illness Benefit and/or Minor Illness Benefit paid or payable (if any) under all such policies less any Indebtedness and 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.

**3.5.2 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.

**3.6 BENEFIT RESTRICTIONS**

The Major Illness Benefit under this Policy shall not be paid more than the number of payment as shown in the Policy Information Sheet during the Insured's lifetime regardless of the number of occurrences of Major Illness, recurrence of Major Illness or frequency of treatment.

Under all circumstances, the Company will only pay either the Death Benefit or Major Illness Benefit in respect of the Insured.

Upon approval of a claim for the Major Illness Benefit, Death Benefit and Minor Illness Benefit will, as of the date of first Diagnosis of the Major Illness, also be terminated.

**3.7 EXCLUSIONS**

- (a) No Minor Illness Benefit or Major Illness Benefit will be payable under this Policy for any Major Illness or Minor Illness resulting from, or related to, or caused or contributed directly or indirectly, wholly or partly, by any of the followings:

- (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之症(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搭乘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，對於保單簽發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)起計首九十(90)日內患上的首次出現或顯現有關於病徵或狀況或任何首次診斷的任何非嚴重疾病或嚴重疾病，將不獲任何非嚴重疾病賠償或嚴重疾病賠償。本第3.7(b)條不適用於由意外事件導致的非嚴重疾病或嚴重疾病。

### 3.8 期滿利益

若本公司未曾亦無需就本保單支付身故賠償或嚴重疾病賠償，本公司應於期滿日後向保單權益人支付期滿利益，數額相等於保單資訊表內本保單已繳總保費之指明百分比。上述之期滿給付需符合下列全部要求：

- (i) 本保單在期滿日仍然有效；
- (ii) 受保人在期滿日仍然在生；及
- (iii) 截至期滿日為止本保單之所有到期保費均已繳付。

已繳總保費之金額將會以保費折扣後(如有)之繳付的保費金額計算。

### 3.9 退保

若本公司未曾亦無需就本保單支付身故賠償或嚴重疾病賠償，保單權益人可於期滿日或之前向本公司作出書面通知連同保單契約正本，向本公司退保，以領取退保利益。退保應在通知內註明的生效日期生效，如通知內並無註明生效日期，則生效日期將由本公司釐定。該退保利益相等於保單資訊表內本保單已繳總保費之退保價值比率，而該退保價值比率將視乎退保日期按保單資訊表內所述而變化。

已繳總保費之金額將會以保費折扣後(如有)之繳付的保費金額計算。

一經退保，本保單即告終止，而本公司對本保單將再無任何責任。

- (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 Minor Illness Benefit or Major Illness Benefit will be payable under this Policy for any Minor Illness or Major Illness, the symptoms or conditions of which or the Diagnosis of which first appeared or occurred within ninety (90) days immediately following the Policy Issue Date or the date of endorsement or the effective date of last reinstatement, whichever is the latest. This Clause 3.7(b) shall not apply to any Minor Illness or Major Illness caused by an Accident.

### 3.8 MATURITY BENEFIT

After the Maturity Date and provided that no Death Benefit or Major Illness Benefit has been paid or become payable under this Policy, the Company shall pay to the Policy Owner the Maturity Benefit which shall be equal to the specified percentage of the total Premiums paid under this Policy as shown in the Policy Information Sheet provided that all of the following requirements are met :

- (i) this Policy is still in force on the Maturity Date;
- (ii) the Insured is still alive on the Maturity Date; and
- (iii) all Premiums due under this Policy up to and including the Maturity Date have been paid.

The total Premiums paid will be calculated based on Premium paid after premium discount (if any).

### 3.9 SURRENDER

The Policy Owner may surrender this Policy to the Company on or before the Maturity Date for the Surrender Benefit provided that no Death Benefit or Major Illness Benefit has been paid or become payable under this Policy by giving the Company a written notice with the original policy contract, and the surrender shall take effect on the date specified in such notice or, if no date is specified by the notice, a date determined by the Company. The Surrender Benefit shall be equal to the specified surrender value ratio of the total Premiums paid under this Policy as shown in the Policy Information Sheet, and the surrender value ratio shall vary depending on the date of surrender as specified in the Policy Information Sheet.

The total Premiums paid will be calculated based on Premium paid after premium discount (if any).

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

如本保單因欠交保費而終止，本公司仍會支付保單權益人退保利益(如有)，退保生效日在保費到期且未被繳付之日，而本公司對本保單將再無任何責任。

If this Policy is terminated due to non-payment of Premium, the Company will pay the Surrender Benefit (if any) to the Policy Owner as if the surrender had taken effect on the date on which the Premium is first due and unpaid and thereafter the Company shall have no further liability under this Policy.

### 3.10 索償通知及證明

受保人必須於本保單有效期間，並在獲悉患上非嚴重疾病或嚴重疾病當日起計九十(90)日內提出索償。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非嚴重疾病或嚴重疾病索償(視乎情況而定)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非嚴重疾病或嚴重疾病之索償(視乎情況而定)，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。

### 3.10 NOTICE AND PROOF OF CLAIMS

A claim 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 Minor Illness or Major Illness. If the claim is not made within that period, the Company will not be liable to pay the Minor Illness Benefit or Major Illness Benefit (as the case may be) 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 Minor Illness or Major Illness (as the case may be).

### 3.11 不分紅

本保單不可獲得分配本公司盈餘。

### 3.11 NON-PARTICIPATING

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

## 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。

## 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.
<b>寬限期</b>	指本公司根據一般保單條款第 1.9 條而設定的期間。	<b>Grace Period</b>	means such period as determined by the Company in accordance with Clause 1.9 under the General Policy Provisions.
<b>本集團</b>	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)。	<b>Group</b>	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.
<b>香港</b>	指中華人民共和國香港特別行政區。	<b>Hong Kong</b>	means the Hong Kong Special Administrative Region of the People's Republic of China.
<b>欠款</b>	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。	<b>Indebtedness</b>	means all unpaid loans on this Policy, including any interest due and accrued.
<b>有關資料</b>	指任何個人識別資料、保單資料、實體資料或額外資料。	<b>Information</b>	means any Personally Identifiable Information, Policy Information, Entity Information or Additional Information.
<b>受保人</b>	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。	<b>Insured</b>	means the person whose life is insured by the Company under this Policy. The Insured is named in the Policy Specifications.
<b>期滿日 / 到期日</b>	指該註明於承保表內之日期。此為保單期滿/到期日。	<b>Maturity Date / Expiry Date</b>	means the date as shown in the Policy Specifications when this Policy will mature / expire.
<b>個人資料</b>	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。	<b>Personal Data</b>	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.
<b>個人識別資料</b>	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。	<b>Personally Identifiable Information</b>	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.
<b>本保單</b>	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。	<b>This Policy</b>	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.
<b>保單週年日</b>	指在保單有效期間往後每年與保單日期同月同日的日期。	<b>Policy Anniversary</b>	means the same day and month as the Policy Date in each succeeding year after the Policy Date while this Policy remains in force.
<b>保單日期</b>	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、保單年度及繳費到期日的計算都是以此日期來確定。	<b>Policy Date</b>	means the date specified as such in the Policy Specifications, on which this Policy will take effect, and according to which Policy Anniversary, Policy Years and premium due dates are determined.
<b>保單資料</b>	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。	<b>Policy Information</b>	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.

<b>保單資訊表</b>	指與承保表一併發出及構成承保表一部份並標題為保單資訊表之附表。	<b>Policy Information Sheet</b>	means the schedule headed "Policy Information Sheet" issued together with and formed part of the Policy Specifications.
<b>保單簽發日期</b>	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。	<b>Policy Issue Date</b>	means the date specified as such in the Policy Specifications, on which the Company issued this Policy.
<b>保單權益人、閣下、你的或您的</b>	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。	<b>Policy Owner, you or your</b>	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.
<b>承保表</b>	指由本公司向保單權益人發出，隨附於本保單並且不時經修訂的承保表，其載有本保單的保單號碼、保障詳情、保單資訊表及其他保單細節。	<b>Policy Specifications</b>	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.
<b>保單年度</b>	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。	<b>Policy Year</b>	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.
<b>保費</b>	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。	<b>Premium</b>	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.
<b>保險金</b>	指根據本保單的條款應付的任何保障或給付金額。	<b>Proceeds</b>	means any benefits or amounts payable under the terms of this Policy.
<b>紀錄</b>	指本公司註加日期及簽署。	<b>Records</b>	means this Company dates and signs.
<b>監管機構</b>	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）。	<b>Relevant Authority</b>	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).
<b>附加利益保障</b>	指於承保表指明的附加利益保障。	<b>Rider</b>	means rider(s) (if any) specified as such in the Policy Specifications.
<b>投保額</b>	指於保單承保表顯示為此之金額，此金額可於本公司同意下不時改變。	<b>Sum Insured</b>	means the amount shown as such in the Policy Specifications and may be varied with the agreement of the Company from time to time.
<b>稅務和財務報告義務</b>	<p>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：</p> <p>(i) 確定保單權益人、受保人及/或受益人之課稅狀況；</p> <p>(ii) 向監管機構提供任何資料；</p> <p>(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</p> <p>(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</p>	<b>Tax and Financial Reporting Obligations</b>	<p>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);</p> <p>(i) to determine the tax status of the Policy Owner, the Insured and/or the Beneficiary;</p> <p>(ii) to provide any Information to a Relevant Authority;</p> <p>(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;</p>

監管機構指示或指定。

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.

美國 指美利堅合眾國

U.S. means the United States of America.

我們或本公司 指中銀集團人壽保險有限公司。

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

除非本保單內文另有規定，否則，在本保單內凡：

Unless the context requires otherwise in this Policy:

- (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。

- (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 完全契約

## 1.2 THE ENTIRE CONTRACT

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。

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.

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。

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.

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。

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.

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。

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 不得異議

## 1.3 INCONTESTABILITY

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。

This incontestability provision is only applicable to the Death Benefit (as defined in Part II – Basic Provisions) under this Policy.

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。

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.

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。

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 自殺身亡

## 1.4 SUICIDE

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：

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) 保單簽發日或恢復生效日（以較遲者為準）；或
- (ii) 任何增大投保額之生效日期（只適用於所遞增之投保額）。

- (i) The Policy Issue Date or date of any reinstatement, whichever is later; or
- (ii) The effective date of any increase in Sum Insured (applicable to that particular increase in Sum Insured only).

## 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簽發。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。

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。

若本公司支付嚴重疾病賠償(如適用)，或受保人於本保單有效期間身故，而該保單是以分期付款方式而非年繳方式繳付保費，本公司將在其賠償數目內扣除該保單年度全期保費之未繳部份(如有)和任何其他欠款。

## 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(31)天寬限期，在此期間本保單仍然有效。如果在寬限期内發生受保事件，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

## 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.

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 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.

Upon the payment of Major Illness Benefit (if applicable) or the death of the Insured while this Policy is in force, and if premiums are paid by installments rather than yearly made, the Company shall deduct from the amount payable under this Policy the amount of unpaid premiums (if any) for the whole of that Policy Year, together with any other Indebtedness.

## 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

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。

在本保單有效期間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，則當作受保人於受保人身故時尚存。

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)

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

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国的法律、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国的法律、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) 在本公司向您發出書面要求（“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）在向您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：

- 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

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;

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。

- 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 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

閣下可藉提交令本公司滿意的書面通知，轉讓本保單之全部權益。除非本公司事前收到有關轉讓的正本或副本書面通知，否則本公司將不受任何轉讓的約束。對於任何轉讓的有效性或足夠性，本公司亦概不負責。

## 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政府或監管機構(包括但不限於保險業監管局)按相關規定已收取的費及/或費用(如有)。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。

## 1.16 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

You may assign all your interests thereof under this Policy by filing a written notice satisfactory to the Company. No assignment of this Policy shall be binding on the Company unless the original or a duplicate thereof is filed and received by the Company. The Company shall not be responsible for the validity or sufficiency of any assignment.

## 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 and/ or charges (if any) paid, which are collected by the Company on behalf of the government or the regulatory authority (including but not limited to 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 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。

#### 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.

SAMPLE

## 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。

**身故賠償** 指根據保障給付條款內第 3.5 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特定嚴重疾病或非嚴重疾病之定義。

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。

**事件** 指引致任何非嚴重疾病的意外事件及/或疾病。

**投保時之投保額** 指在保單簽發時於承保表內列明為「投保額」的金額。為免生疑問，於此作出的任何嚴重疾病賠償或非嚴重疾病賠償均不會影響投保時之投保額。

**嚴重疾病** 指列明於保障給付條款內第 3.1 條的任何一種疾病。

**嚴重疾病賠償** 指根據保障給付條款內第 3.3 條所給付之賠償。

**醫療必需** 指就住院、治療、程序、材料或其他醫療服務而言，該住院、治療、程序、材料或其他醫療服務按本公司的意見為：

- (i) 必須、適合及與有關病徵之發現或有關受保疾病的診斷及治療一致；
- (ii) 符合一般接受的醫療習俗而非為實驗或調查性質；
- (iii) 非純為受保人、保單權益人、醫生或任何其他人士提供方便；及
- (iv) 必須的以免受保人的健康狀況惡化。

**非嚴重疾病** 指列明於保障給付條款內第 3.2 條的任何一種疾病。

## 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.

**Death Benefit** means the benefit payable pursuant to Clause 3.5 under the Payment of Benefits Provisions.

**Diagnosis** 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 definition of the particular Major Illness or Minor Illness as set out in this Policy.

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 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.

**Event** means an Accident and/or illness that results in any Minor Illness.

**Initial Sum Insured** means the amount shown on the Policy Specification as the "Sum Insured" when the Policy is issued. For the avoidance of doubt, any Major Illness Benefit or Minor Illness Benefit made hereunder does not affect the Initial Sum Insured.

**Major Illness** means any of the illnesses specified under Clause 3.1 under the Payment of Benefit Provisions.

**Major Illness Benefit** means the benefit payable pursuant to Clause 3.3 under the Payment of Benefit Provisions.

**Medically Necessary** means in respect of confinement, treatment, procedure, supplies or other medical services, such confinement, treatment, procedure, supplies or other medical services which are, in the Company's opinion:

- (i) required for, appropriate and consistent with the symptoms and findings or Diagnosis and treatment of the covered illness;
- (ii) in accordance with generally accepted medical practice and not of an experimental or investigative nature;
- (iii) not for the convenience of the Insured, the Policy Owner, the Physician or any other person; and
- (iv) not able to be omitted without adversely affecting the Insured's medical condition.

**Minor Illness** means any of the illnesses specified under Clause 3.2 under the Payment of Benefit

**非嚴重疾病賠償** 指根據保障給付條款內第 3.4 條所給付之賠償。

**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  
而有關狀況在保單簽發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。

## 2.2 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) 本公司作出嚴重疾病賠償。

本保單終止或期滿後，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。

## 2.3 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第二（2）年開始，但不遲於第二（2）年的完結前內恢復生效，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。

Provisions.

**Minor Illness Benefit** means the benefit payable pursuant to Clause 3.4 under the Payment of Benefit Provisions.

**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 Issue Date or the date of endorsement or the effective date of last reinstatement, whichever is the latest.

## 2.2 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 Major Illness Benefit.

Upon the termination or expiration of this Policy, the Company shall have no further liability under this Policy. 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.

## 2.3 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 starting from the second (2<sup>nd</sup>) year from, but not later than the end of the second (2<sup>nd</sup>) 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.

## 2.4 續保

本保單之期滿日為受保人年滿八十(80)歲(當日或緊接之後)的保單週年日。

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年日自動續保一(1)年，惟必須按照第2.5條繳付保費。若受保人於續保時已年滿七十九(79)歲，則只可續保至期滿日。

## 2.5 保費調整

除第3.4.2條下的保費減少另有規定以外，本保單之保費由保單日期起的首十(10)年將保證維持不變。保費將於第十(10)個保單周年日起每十(10)個保單年度作出調整，並於該十(10)年期間維持不變，直至下一個保費調整日；或若保單在該十(10)年內終止，則為此較短之年期。

保費調整必須按照本保單調整時受保人的年齡及風險類別以及調整當日有效之保費率釐定，而本公司有絕對酌情權對保費率作出調整。

## 2.4 RENEWAL

The Maturity Date of this Policy is the Policy Anniversary on or immediately following the Insured's eightieth (80<sup>th</sup>) birthday.

Subject to all terms and conditions of this Policy, this Policy is automatically renewed on each Policy Anniversary for a further term of one (1) year upon payment of the Premium in accordance with Clause 2.5. If the Insured is aged seventy-nine (79) at the time of renewal, it will be renewed up to the Maturity Date only.

## 2.5 PREMIUM ADJUSTMENT

Subject to the Premium reduction under Clause 3.4.2, the Premium of this Policy is guaranteed to remain unchanged for the first ten (10) years from the Policy Date. The Premium will be adjusted every ten (10) Policy Years commencing from the tenth (10<sup>th</sup>) Policy Anniversary and will remain unchanged for such period of ten (10) years until the next Premium adjustment date, or a shorter period where the Policy is terminated within such ten (10) years' period.

The adjusted Premium will be determined in accordance with the Age and risk class of the Insured and the premium rate then in effect on the date of adjustment, whereas the Company reserves the right to change the premium rate at its absolute discretion.

## 第 III 部份 - 保障給付條款

### 3.1 嚴重疾病之定義

每種嚴重疾病均有其訂定之定義並詳述於下列之有關標題下，而任何就嚴重疾病的診斷證明必須符合該定義及該嚴重疾病標題下列出的所有及每一項條件及要求，方可就該嚴重疾病提出索償。

#### 3.1.1 癌症

癌症指惡性腫瘤，其特徵為惡性細胞漸進地不受控制地生長及擴散，侵潤及破壞正常及周邊組織。診斷癌症必須由組織病理學報告證實腫瘤呈陽性。

基於上述定義，下列任何一項腫瘤並不受此保障：

- (i) 組織病理學中以下癌症分類：
  - 癌前病變，比如血小板增生症、真性紅細胞增多症、原位癌包括子宮頸上皮內贅瘤CIN-1、CIN-2 及CIN-3)；
  - 交界性腫瘤；或
  - 低惡性腫瘤；
- (ii) 白血病類別中，沒有造成造血骨髓內白血病細胞廣泛擴散的情況，及被分類為RAI級別I 或Binet A-I級別或以下的慢性淋巴性白血病；
- (iii) 所有皮膚癌，除非能夠證實腫瘤已經擴散或是利用Breslow 組織學檢驗方法證明最高厚度超過1.5mm 的惡性黑色素瘤；
- (iv) 非致命的癌症，如下列
  - 根據TNM 組織學分期在T1a 或 T1b，或其他分級方法中同等或更低分級的前列腺癌；
  - 根據TNM 組織學分期在T1N0M0或更低分級的甲狀腺癌；及
  - 根據TNM 組織學分期在TaN0M0 或更低分級的膀胱乳頭狀癌；
- (v) 根據TNM 組織學分期被界定為T1aN0M0 或 T1bN0M0或更低分級的卵巢腫瘤。

#### 3.1.2 急性心肌梗塞

由於供血不足引致部分心肌壞死，急性心肌梗塞須得到明確診斷且符合以下所有條件：

- (i) 典型胸痛症狀；
- (ii) 心電圖變化提示新近心肌梗塞；
- (iii) 典型心臟酵素提升或肌鈣蛋白達到以下水準或更高：
  - Troponin T > 1.0 ng/ml
  - AccuTnl > 0.5 ng/ml 或其他Troponin I 的檢驗方法同等的閾值。

#### 3.1.3 中風

腦血管病症包括腦組織梗塞、腦出血、蛛網膜下腔出血、腦栓塞及腦血栓。

確定診斷必須包括下列所有條件：

- (i) 繼中風事故後最少六(6)個星期，由神經科專科醫生確定已患有永久性神經功能損害的證據；及
- (ii) 磁力共振掃描(MRI)、電腦斷層掃描(CT)或其他可靠的顯影技術測出證明此為新發生的中風事故。

基於上述定義，下列情況並不屬保障範圍：

- (i) 短暫性腦缺血症狀；

## Part III - Payment of Benefit Provisions

### 3.1 DEFINITION OF MAJOR ILLNESS

Each Major Illness has its meaning given under the relevant heading below. Any Diagnosis of a Major Illness for the purpose of claiming the Major Illness Benefit must fall within the relevant definition and meet with each and every condition and requirement set out under the heading of the relevant Major Illness.

#### 3.1.1 Cancer

Cancer means the presence of a malignant tumour that is characterised by progressive, uncontrolled growth, spread of malignant cells with invasion and destruction of normal and surrounding tissue. Cancer must be positively Diagnosed with histopathological confirmation.

Based on above definition, any of the following tumours is not covered:

- (i) All growths which are histopathologically classified as any of the following:
  - pre-malignant (for example: essential thrombocythaemia, polycythaemia rubra vera, tumours showing the malignant changes of carcinoma-in-situ including cervical intraepithelial neoplasia CIN-1, CIN-2 and CIN-3);
  - having either borderline malignancy; or
  - having low malignant potential;
- (ii) Leukaemia if there is no generalized dissemination of leukaemia cells in the blood-forming bone marrow and chronic lymphocytic leukaemia with staging RAI Stage I or Binet Stage A-I or lesser classification;
- (iii) All skin cancers, unless there is evidence of metastases or the tumour is a malignant melanoma of greater than 1.5mm maximum thickness as determined by histological examination using the Breslow method;
- (iv) Non life-threatening cancers, such as:
  - prostate cancers which are histologically described as TNM Classification T1a or T1b, or are of another equivalent or lesser classification;
  - thyroid cancer histologically described as T1N0M0 or a lesser classification according to the TNM staging classification; and
  - papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification according to the TNM staging classification;
- (v) Tumour(s) of the ovary classified as T1aN0M0 or T1bN0M0 or a lesser classification according to TNM staging classification.

#### 3.1.2 Heart Attack

Unequivocal Diagnosis of the death of a portion of the heart muscle arising from inadequate blood supply to the relevant area.

All of the following criteria must be satisfied:

- (i) Typical central chest pain suggestive of heart attack;
- (ii) New ECG changes indicative of a recent myocardial infarction;
- (iii) The characteristic rise of cardiac enzymes or Troponins recorded at the following levels or higher:
  - Troponin T > 1.0 ng/ml
  - AccuTnl > 0.5 ng/ml or equivalent threshold with other Troponin I methods.

#### 3.1.3 Stroke

A cerebrovascular incident including infarction of brain tissue, cerebral and subarachnoid haemorrhage, cerebral embolism and cerebral thrombosis.

This Diagnosis must be supported by all of the following conditions:

- (i) Evidence of Permanent Neurological Deficit confirmed by a Physician who is a neurologist at least six (6) weeks after the event; and
- (ii) Findings on magnetic resonance imaging (MRI), computed tomography (CT), or other reliable imaging techniques consistent with the Diagnosis of a new stroke.

- (ii) 因意外事件或受傷、感染、血管炎及炎症性疾病引致的腦部受損；
- (iii) 引致視覺神經疾病或影響眼睛的血管疾病；及
- (iv) 前庭系統缺血疾病。

嚴重疾病定義所用之詞語

“永久性神經功能損害”指:-

臨床檢查證明受保人出現神經系統功能失調症狀，並且預期症狀將持續終身。

受保的症狀包括癱瘓、發音困難、失語、吞嚥困難、視覺受損、步行困難、協調失當、手震、癲癇、昏睡、癱瘓、精神錯亂及昏迷。

以下情況除外：

- (i) 腦素描可看到之腦部異常，或從其他素描檢查中可看到之異常而沒有明確相關的臨床症狀；
- (ii) 神經性症狀但無病徵異常，如快速的反射動作，但無其他症狀；
- (iii) 源自心理或精神科的症狀。

### 3.2 非嚴重疾病定義

每種非嚴重疾病均有其訂定之定義並詳述於下列之有關標題下，而任何就非嚴重疾病的診斷證明必須符合該定義及該非嚴重疾病標題下列出的所有及每一項條件及要求，方可就該非嚴重疾病索償。

所有有關原位癌或早期癌症的診斷必須由組織病理學報告證實，臨床診斷不符合本保障的標準。

Based on above definition, the following are not covered:

- (i) Transient Ischaemic Attacks;
- (ii) Brain damage due to an Accident or injury, infection, vasculitis, and inflammatory disease;
- (iii) Vascular disease affecting the eye or optic nerve; and
- (iv) Ischaemic disorders of the vestibular system.

Term used in the definition of Major Illness

“Permanent Neurological Deficit” means:-

Symptoms of dysfunction in the nervous system that are present on clinical examination and expected to last throughout the Insured's life.

Symptoms that are covered include paralysis, dysarthria, aphasia, dysphagia, visual impairment, difficulty in walking, lack of coordination, tremor, seizures, lethargy, dementia, delirium and coma.

The following are not covered:

- (i) An abnormality seen on brain or other scans without definite related clinical symptoms;
- (ii) Neurological signs occurring without symptomatic abnormality, e.g. brisk reflexes without other symptoms;
- (iii) Symptoms of psychological or psychiatric origin.

### 3.2 DEFINITION OF MINOR ILLNESS

Each Minor Illness has its meaning given under the relevant heading below. Any Diagnosis of a Minor Illness for the purpose of claiming the Minor Illness Benefit must fall within the relevant definition and meet with each and every condition and requirement set out under the heading of that Minor Illness.

All Diagnosis of Carcinoma-in-situ or Early Stage Cancer must always be supported by a histopathological report. Clinical Diagnosis does not meet this standard.

#### 組別 M1： 癌症

##### M1.1: 原位癌

原位癌指M1.1.1 至M1.1.14.

##### M1.1.1 乳房原位癌

乳房原位癌指病灶性的癌細胞自發地增生，但尚未侵潤正常的乳房組織。「侵潤」指癌細胞穿透及/或實際破壞基底膜以下的正常組織。乳房原位癌的診斷必須由組織病理學報告證實及腫瘤科專科醫生或相關的專科醫生確診。臨床診斷不符合本保障的標準。

##### M1.1.2 子宮頸原位癌

子宮頸原位癌指病灶性的癌細胞自發地增生，但尚未侵潤正常的子宮頸組織。「侵潤」指癌細胞穿透及/或實際破壞基底膜以下的正常組織。子宮頸原位癌的診斷必須通過子宮頸圓錐切除活組織檢查或通過陰道鏡進行子宮頸活組織檢查，取得固定組織，進行顯微鏡檢查且診斷結果呈陽性，及腫瘤科專科醫生或相關的專科醫生確診。臨床診斷不符合本保障的標準。子宮頸上皮內贅瘤 (CIN) 分級中的CIN 1及CIN 2 除外。

##### M1.1.3 大腸或直腸原位癌

大腸或直腸原位癌指病灶性的癌細胞自發地增生，但尚未侵潤正常的大腸或直腸組織。「侵潤」指癌細胞穿透及/或實際破壞基底膜以下的正常組織。大腸或直腸原位癌的診斷必須由組織病理學報告證實及腫瘤科專科醫生或有關的專科醫生確定診斷。臨床診斷不符合本保障的標準。

#### Group M1: Cancer

##### M1.1 Carcinoma-in-situ

Carcinoma-in-situ refers to M.1.1 to M1.1.14.

##### M1.1.1 Carcinoma-in-situ of the Breast

A focal autonomous new growth of carcinomatous cells which has not yet resulted in the invasion of normal tissue of the breast. "Invasion" means an infiltration and/or active destruction of normal tissue beyond the basement membrane. Diagnosis of carcinoma-in-situ of the breast must always be supported by a histopathological report and confirmed by a Physician who is an oncologist or specialist in the respective specific area of medicine. Clinical Diagnosis does not meet this standard.

##### M1.1.2 Carcinoma-in-situ of the Cervix Uteri

A focal autonomous new growth of carcinomatous cells, which has not yet resulted in the invasion of normal tissue of the cervix uteri. "Invasion" means an infiltration and/or active destruction of normal tissue beyond the basement membrane. Diagnosis of carcinoma-in-situ of the cervix uteri must always be positively Diagnosed upon the basis of a microscopic examination of fixed tissue from a cone biopsy or colposcopy with cervical biopsy and confirmed by a Physician who is an oncologist or specialist in the respective specific area of medicine. Clinical Diagnosis does not meet this standard. Cervical Intraepithelial Neoplasia (CIN) classification including CIN-1 and CIN-2 are specifically excluded.

##### M1.1.3 Carcinoma-in-situ of the Colon or rectum

A focal autonomous new growth of carcinomatous cells which has not yet resulted in the invasion of normal tissue of the colon or rectum. "Invasion" means an infiltration and/or active destruction of normal tissue beyond the basement membrane. Diagnosis of carcinoma-in-situ of the colon or rectum must always be supported by a histopathological report. The Diagnosis must be confirmed by a Physician who is an oncologist or specialist in the respective specific area of medicine. Clinical Diagnosis does not meet this standard.

#### M1.1.4 輸卵管原位癌

輸卵管原位癌指病灶性的癌細胞自發地增生，但尚未侵潤正常的輸卵管組織。「侵潤」指癌細胞穿透及/或實際破壞基底膜以下的正常組織。輸卵管原位癌的診斷必須由組織病理學報告證實及腫瘤專科醫生或相關的專科醫生確診。臨床診斷不符合本保障的標準。本保障只限於輸卵管黏膜內的腫瘤。腫瘤必須根據TNM分期方法被界定為TisNOM0。

#### M1.1.5 肝臟原位癌

肝臟原位癌指病灶性的癌細胞自發地增生，但尚未侵潤正常的肝臟組織。「侵潤」指癌細胞穿透及/或實際破壞基底膜以下的正常組織。肝臟原位癌的診斷必須由組織病理學報告證實及腫瘤專科醫生或相關的專科醫生確定診斷。臨床診斷不符合本保障的標準。

#### M1.1.6 肺原位癌

肺原位癌指病灶性的癌細胞自發地增生，但尚未侵潤正常的肺組織。「侵潤」指癌細胞穿透及/或實際破壞基底膜以下的正常組織。肺原位癌的診斷必須由組織病理學報告證實及腫瘤專科醫生或相關的專科醫生確定診斷。臨床診斷不符合本保障的標準。

#### M1.1.7 鼻咽原位癌

鼻咽原位癌指病灶性的癌細胞自發地增生，但尚未侵潤正常的鼻咽組織。「侵潤」指癌細胞穿透及/或實際破壞基底膜以下的正常組織。鼻咽原位癌的診斷必須由組織病理學報告證實及腫瘤專科醫生或相關的專科醫生確定診斷。臨床診斷不符合本保障的標準。

#### M1.1.8 胰臟原位癌

胰臟原位癌指病灶性的癌細胞自發地增生，但尚未侵潤正常的胰臟組織。「侵潤」指癌細胞穿透及/或實際破壞基底膜以下的正常組織。胰臟原位癌的診斷必須由組織病理學報告證實及腫瘤專科醫生或相關的專科醫生確定診斷。臨床診斷不符合本保障的標準。

#### M1.1.9 陰莖原位癌

陰莖原位癌指病灶性的癌細胞自發地增生，但尚未侵潤正常的陰莖組織。「侵潤」指癌細胞穿透及/或實際破壞基底膜以下的正常組織。陰莖原位癌的診斷必須由組織病理學報告證實及腫瘤專科醫生或相關的專科醫生確定診斷。臨床診斷不符合本保障的標準。

#### M1.1.10 胃或食道原位癌

胃或食道原位癌指病灶性的癌細胞自發地增生，但尚未侵潤正常的胃或食道組織。「侵潤」指癌細胞穿透及/或實際破壞基底膜以下的正常組織。胃或食道原位癌的診斷必須由組織病理學報告證實及腫瘤專科醫生或相關的專科醫生確定診斷。臨床診斷不符合本保障的標準。

#### M1.1.11 睪丸原位癌

睪丸原位癌指病灶性的癌細胞自發地增生，但尚未侵潤正常的睪丸組織。「侵潤」指癌細胞穿透及/或實際破壞基底膜以

#### M1.1.4 Carcinoma-in-situ of the Fallopian Tube

A focal autonomous new growth of carcinomatous cells which has not yet resulted in the invasion of normal tissue of the fallopian tube. "Invasion" means an infiltration and/or active destruction of normal tissue beyond the basement membrane. Diagnosis of carcinoma-in-situ of the fallopian tube must always be supported by a histopathological report and confirmed by a Physician who is an oncologist or specialist in the respective specific area of medicine. Clinical Diagnosis does not meet this standard. This tumour should be limited to the tubal mucosa and classified as TisNOM0 according to the TNM staging classification.

#### M1.1.5 Carcinoma-in-situ of the Liver

A focal autonomous new growth of carcinomatous cells which has not yet resulted in the invasion of normal tissue of the liver. "Invasion" means an infiltration and/or active destruction of normal tissue beyond the basement membrane. Diagnosis of carcinoma-in-situ of the liver must always be supported by a histopathological report. The Diagnosis must be confirmed by a Physician who is an oncologist or specialist in the respective specific area of medicine. Clinical Diagnosis does not meet this standard.

#### M1.1.6 Carcinoma-in-situ of the Lung

A focal autonomous new growth of carcinomatous cells which has not yet resulted in the invasion of normal tissue of the lung. "Invasion" means an infiltration and/or active destruction of normal tissue beyond the basement membrane. Diagnosis of carcinoma-in-situ of the lung must always be supported by a histopathological report. The Diagnosis must be confirmed by a Physician who is an oncologist or specialist in the respective specific area of medicine. Clinical Diagnosis does not meet this standard.

#### M1.1.7 Carcinoma-in-situ of the Nasopharynx

A focal autonomous new growth of carcinomatous cells which has not yet resulted in the invasion of normal tissue of the nasopharynx. "Invasion" means an infiltration and/or active destruction of normal tissue beyond the basement membrane. Diagnosis of carcinoma-in-situ of the nasopharynx must always be supported by a histopathological report. The Diagnosis must be confirmed by a Physician who is an oncologist or specialist in the respective specific area of medicine. Clinical Diagnosis does not meet this standard.

#### M1.1.8 Carcinoma-in-situ of the Pancreas

A focal autonomous new growth of carcinomatous cells which has not yet resulted in the invasion of normal tissue of the pancreas. "Invasion" means an infiltration and/or active destruction of normal tissue beyond the basement membrane. Diagnosis of carcinoma-in-situ of the pancreas must always be supported by a histopathological report. The Diagnosis must be confirmed by a Physician who is an oncologist or specialist in the respective specific area of medicine. Clinical Diagnosis does not meet this standard.

#### M1.1.9 Carcinoma-in-situ of the Penis

A focal autonomous new growth of carcinomatous cells which has not yet resulted in the invasion of normal tissue of the penis. "Invasion" means an infiltration and/or active destruction of normal tissue beyond the basement membrane. Diagnosis of carcinoma-in-situ of the penis must always be supported by a histopathological report. The Diagnosis must be confirmed by a Physician who is an oncologist or specialist in the respective specific area of medicine. Clinical Diagnosis does not meet this standard.

#### M1.1.10 Carcinoma-in-situ of the Stomach or oesophagus

A focal autonomous new growth of carcinomatous cells which has not yet resulted in the invasion of normal tissue of the stomach or oesophagus. "Invasion" means an infiltration and/or active destruction of normal tissue beyond the basement membrane. Diagnosis of carcinoma-in-situ of the stomach or oesophagus must always be supported by a histopathological report. The Diagnosis must be confirmed by a Physician who is an oncologist or specialist in the respective specific area of medicine. Clinical Diagnosis does not meet this standard.

#### M1.1.11 Carcinoma-in-situ of the Testes

A focal autonomous new growth of carcinomatous cells which has not yet resulted in the invasion of normal tissue of the testes. "Invasion" means an

下的正常組織。睪丸原位癌（精管內生殖細胞瘤）的診斷必須由組織病理學報告證實及腫瘤科專科醫生或相關的專科醫生確診。此保障只包括睪丸生殖細胞腫瘤。其他的睪丸腫瘤包括性索間質腫瘤（Leydig 細胞），支持細胞（Sertoli 細胞）腫瘤及並非直接生長在睪丸組織內的腫瘤（附屬器腫瘤）一概不包括在此保障範圍內。臨床診斷不符合本保障的標準。

#### M1.1.12 泌尿道原位癌

泌尿道原位癌指病灶性的癌細胞自發地增生，但尚未侵潤正常的泌尿道組織。「侵潤」指癌細胞已穿透及/或實際破壞基底膜以下的正常組織。泌尿道原位癌的診斷必須由組織病理學報告證實及腫瘤科專科醫生或相關的專科醫生確定診斷。臨床診斷不符合本保障的標準。

膀胱原位癌包括TNM 分期方法被界定為Ta級別的膀胱乳頭狀癌。

#### M1.1.13 子宮原位癌

子宮原位癌指病灶性的癌細胞自發地增生，但尚未侵潤正常的子宮組織。「侵潤」指癌細胞已穿透及/或實際破壞基底膜以下的正常組織。子宮原位癌的診斷必須由組織病理學報告證實及腫瘤科專科醫生或相關的專科醫生確診。臨床診斷不符合本保障的標準。腫瘤必須根據TNM分期方法被界定為TisNOM0。

#### M1.1.14 陰道原位癌

陰道原位癌指病灶性的癌細胞自發地增生，但尚未侵潤正常的陰道組織。「侵潤」指癌細胞已穿透及/或實際破壞基底膜以下的正常組織。陰道原位癌的診斷必須由組織病理學報告證實及腫瘤科專科醫生或相關的專科醫生確診。臨床診斷不符合本保障的標準。腫瘤必須根據TNM 分期方法被界定為TisNOM0。

### M1.2 早期癌症

早期癌症指M1.2.1至M1.2.3.

#### M1.2.1 早期卵巢癌

早期卵巢癌的診斷必須由組織病理學報告證實及腫瘤科專科醫生或相關的專科醫生確診。臨床診斷不符合本保障的標準。腫瘤包膜必須完整，卵巢表面無腫瘤。腫瘤必須根據TNM分期方法被界定為T1aNOM0 或 T1bNOM0，或根據FIGO 方法被界定為FIGO 1A或1B階段。

#### M1.2.2 早期前列腺癌

早期前列腺癌的診斷必須由組織病理學報告證實及腫瘤科專科醫生或相關的專科醫生確診。臨床診斷不符合本保障的標準。腫瘤必須根據TNM分期方法被界定為T1a或T1b。

#### M1.2.3 早期甲狀腺癌

早期甲狀腺癌是指由組織學報告診斷為癌細胞已不受控地增生及侵潤正常組織並根據TNM 組織學分期被界定為T1NOM0的甲狀腺癌。早期甲狀腺癌的診斷必須由組織病理學報告證實及腫瘤科專科醫生或相關的專科醫生確診。臨床診斷不符合本保障的標準。

infiltration and/or active destruction of normal tissue beyond the basement membrane. Diagnosis of carcinoma-in-situ of the testes (intratubular germ cell neoplasia) must always be supported by a histopathological report and confirmed by a Physician who is an oncologist or specialist in the respective specific area of medicine. This benefit covers only germ cell tumours of the testes. Other testicular tumours including sex cord-stromal tumours (Leydig), Sertoli tumours and tumours not arising directly from the testicular tissue (adnexal) are all excluded. Clinical Diagnosis does not meet this standard.

#### M1.1.12 Carcinoma-in-situ of the Urinary Tract

A focal autonomous new growth of carcinomatous cells which has not yet resulted in the invasion of normal tissue of the urinary tract. "Invasion" means an infiltration and/or active destruction of normal tissue beyond the basement membrane. Diagnosis of carcinoma-in-situ of the urinary tract must always be supported by a histopathological report. The Diagnosis must be confirmed by a Physician who is an oncologist or specialist in the respective specific area of medicine. Clinical Diagnosis does not meet this standard.

For the purpose of carcinoma-in-situ of the bladder, stage Ta of papillary carcinoma is included according to TNM staging classification.

#### M1.1.13 Carcinoma-in-situ of the Uterus

A focal autonomous new growth of carcinomatous cells which has not yet resulted in the invasion of normal tissue of the uterus. "Invasion" means an infiltration and/or active destruction of normal tissue beyond the basement membrane. Diagnosis of carcinoma-in-situ of the uterus must always be supported by a histopathological report and confirmed by a Physician who is an oncologist or specialist in the respective specific area of medicine. Clinical Diagnosis does not meet this standard. This tumour should be classified as TisNOM0 according to the TNM Classification.

#### M1.1.14 Carcinoma-in-situ of the Vagina

A focal autonomous new growth of carcinomatous cells which has not yet resulted in the invasion of normal tissue of the vagina. "Invasion" means an infiltration and/or active destruction of normal tissue beyond the basement membrane. Diagnosis of carcinoma-in-situ of the vagina must always be supported by a histopathological report and confirmed by a Physician who is an oncologist or specialist in the respective specific area of medicine. Clinical Diagnosis does not meet this standard. This tumour should be classified as TisNOM0 according to the TNM staging classification.

### M1.2 Early Stage Cancer

Early Stage Cancer refers to M1.2.1 to M1.2.3.

#### M1.2.1 Early Stage Cancer of the Ovary

Diagnosis of early stage cancer of the ovary must always be supported by a histopathological report and confirmed by a Physician who is an oncologist or specialist in the respective specific area of medicine. Clinical Diagnosis does not meet this standard. This tumour should be capsule intact, with no tumour on the ovarian surface, classified as T1aNOM0 or T1bNOM0 according to the TNM staging classification or FIGO 1A or 1B according to the method of The Federation Internationale de Gynecologie et d'Obstetrique.

#### M1.2.2 Early Stage Cancer of the Prostate

Diagnosis of early stage cancer of the Prostate must always be supported by a histopathological report and confirmed by a Physician who is an oncologist or specialist in the respective specific area of medicine. Clinical Diagnosis does not meet this standard. This tumour should be classified as T1a or T1b according to the TNM staging method.

#### M1.2.3 Early Stage Cancer of the Thyroid

Any malignant tumour of the thyroid gland is histologically Diagnosed and characterized by the uncontrolled growth of malignant cells and invasion of normal tissue, which is classified as T1NOM0 according to the TNM staging classification. The Diagnosis must be supported by a histopathological report and confirmed by a Physician who is an oncologist or specialist in the respective specific area of medicine. Clinical Diagnosis does not meet this standard.

## 組別 M2：與心臟相關的疾病

### M2 治療冠心病的小型介入手術

實際進行氣囊血管成形術、鎖孔手術、激光治療或利用其他技術矯正一條或以上主要的冠狀動脈嚴重閉塞最少50%的情況，及由心臟科專科醫生證明此手術是醫療必需。

主要的冠狀動脈是指任何左主幹冠狀動脈，左直降支動脈，迴旋支動脈及右冠狀動脈(但不包括其分支)。血管造影診斷檢查除外。

### 3.3 嚴重疾病賠償

#### 3.3.1 嚴重疾病賠償

在符合本保單的條款及條件下，若受保人經醫生診斷患上嚴重疾病，而在嚴重疾病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) 保單資訊表所指明於索償時之投保額的百分比；減除
- (ii) 任何欠款及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隨身保危疾保險計劃及/或守護十年網上保險計劃之保單，(a) 則本公司根據所有這些保單就嚴重疾病賠償的所有累計索償的最高賠償總額為 2,500,000港幣，減去所有這些保單已作出或須作出的所有非嚴重疾病賠償（若有），減去所有這些保單之任何欠款及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。

#### 3.3.2 解除責任

由保單權益人所簽署的嚴重疾病賠償的收據，或由保單下有權領取此等保險金的任何人士簽署的收據；或本公司支付嚴重疾病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。

### 3.4 非嚴重疾病賠償

3.4.1 在符合本保單的條款及條件下，若受保人經醫生診斷患上非嚴重疾病，在本公司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相等於保單資訊表所指明於投保時之投保額的百分比的賠償金額，減除任何欠款及任何未繳的應付保費，只要：

- (i) 在非嚴重疾病首次診斷日本保單仍然生效；
- (ii) 在受保人在生期間，無論受保人患上多少次非嚴重疾病、非嚴重疾病復發或接受治療的次數，非嚴重疾病賠償的支付次數只限於保單資訊表所指明的次數；及
- (iii) 在任何情況下，原位癌或治療冠心病的小型介入手術或早期癌症的所有累計索償的賠償總額分別不可超出保單資訊表就 (a) 原位癌或 (b) 治療冠心病的小型介入手術或(c) 早期癌症各自指明的非嚴重疾病賠償之最高賠償金額(以每種疾病及每受保人計)，而該金額須扣除本公司簽發以受保人生命投保的其他保單下就該種非嚴重疾病作出或須作出的所有賠償。在不損害上文的概括性的原則下，倘若就一項非嚴重疾病已作出或須作出賠償，而該項非嚴重疾病於有關保單下並不屬於「非嚴重疾病」之定義，則無須就該賠償給付作出扣除。為免生疑問，M1.1.1至M1.1.14所列之不同的器官的原位癌將被視為相同的疾病種類，而M1.2.1至M1.2.3所列之不同的器官的早期癌症亦將被視為相同的疾病種類。

## Group M2: Heart related illness

### M2 Minor Interventions for Coronary Artery Disease

The actual undergoing of balloon angioplasty, key-hole, laser relief or other techniques to correct significant stenosis of at least 50% of one or more major coronary arteries as considered Medically Necessary by a Physician who is a cardiologist.

Major coronary arteries herein refer to any of the left main stem artery, left anterior descending artery, circumflex artery and right coronary artery (but not including their branches). Diagnostic angiography is excluded.

### 3.3 MAJOR ILLNESS BENEFIT

#### 3.3.1 Major Illness Benefit

Subject to the terms and conditions of this Policy, if the Insured is Diagnosed by a Physician to be suffering from a Major Illness, 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 Major Illness, the Company will pay to the Policy Owner a lump sum benefit equivalent to:

- (i) the percentage of the Sum Insured at the time of claim as shown in the Policy Information Sheet, less
- (ii) any Indebtedness and any outstanding Premiums.

Provided that if the Insured is covered by more than one policy under AlongPro Critical Illness Plan and/or iProtect 10 Years Insurance Plan, (a) the total benefit for all claims in aggregate for Major Illness Benefit payable under all such policies shall be subject to a maximum of HK\$ 2,500,000 less all Minor Illness Benefit paid or payable (if any) under all such policies less any Indebtedness and 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.

#### 3.3.2 Discharge

The receipt of the Major Illness 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 Major Illness Benefit has been deposited or cashed will discharge the Company from further liability under this Policy.

### 3.4 MINOR ILLNESS BENEFIT

3.4.1 Subject to the terms and conditions of this Policy, if the Insured is Diagnosed by a Physician to be suffering from a Minor Illness, upon receipt of due proof and subject to the approval of the Company, the Company will pay a lump sum benefit equivalent to the percentage of the Initial Sum Insured as shown in the Policy Information Sheet less any Indebtedness and any outstanding Premiums to the Policy Owner provided that:

- (i) this Policy was in force at the date of first Diagnosis of the Minor Illness;
- (ii) Minor Illness Benefit is only limited to the number of payment as shown in the Policy Information Sheet during the Insured's lifetime regardless of the number of occurrences of Minor Illness, recurrence of Minor Illness or frequency of treatment; and
- (iii) in any case, the total benefit for all claims in aggregate for Carcinoma-in-situ or Minor Interventions for Coronary Artery Disease or Early Stage Cancer cannot exceed the maximum amount of Minor Illness Benefit (per illness category per life) as shown in the Policy Information Sheet for (a) Carcinoma-in-situ or (b) Minor Interventions for Coronary Artery Disease or (c) Early Stage Cancer less all other benefit amounts in respect of that category of Minor Illness paid or payable under all policies issued by the Company on the life of the Insured. Without prejudice to the generality of the foregoing, no deductions shall be made in respect of benefit amounts paid or payable under such other policies in connection with a minor illness if such minor illness does not fall within the definition of "Minor Illness" under the relevant policy. For the avoidance of doubt, Carcinoma-in-situ of different organs specified in M1.1.1 to M1.1.14 shall be considered as the same illness category, and Early Stage Cancer of different organs specified in M1.2.1 to

M1.2.3 shall also be considered as the same illness category.

**3.4.2 本公司支付非嚴重疾病賠償後：—**

- (i) 本保單的投保額須即時減去非嚴重疾病賠償金額；及
- (ii) 應付保費在下一保費到期日將相應減少；及
- (iii) 非嚴重疾病賠償將自動終止。

**3.4.3** 在任何情況下，如在同一事件中被診斷出多於一個非嚴重疾病，本公司將只會就該事件中賠償金額最高的非嚴重疾病支付賠償。而在其他情況下，本公司將會根據以下的優先次序只就其中一項可索償的疾病支付賠償：

- 1. M1: 癌症
- 2. M2: 與心臟相關的疾病。

**3.4.4** 對於有漸進本質的非嚴重疾病，若該非嚴重疾病在索償時已惡化至符合嚴重疾病的定義，本公司將不會追溯支付任何非嚴重疾病賠償，無論本公司是否接納該項嚴重疾病的索償。

**3.5 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：

**3.5.1 身故賠償**

倘受保人於本保單有效期間身故及本公司未曾亦無需就本保單支付嚴重疾病賠償，本公司將給付一筆相等於以下計算之金額：

- (i) 保單資訊表所指明於索償時之投保額的百分比；扣除
- (ii) 任何欠款及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隨身保危疾保險計劃及/或守護十年網上保險計劃之保單，(a) 則本公司根據所有這些保單給付身故賠償最高總款額為 2,500,000港幣，減去所有這些保單已作出或須作出的所有嚴重疾病賠償及/或非嚴重疾病賠償（若有），減去所有這些保單之任何欠款及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。

**3.5.2 解除責任**

由保單權益人或受益人所簽署的身故賠償或其他保險金的收據，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。

**3.6 賠償的限制**

在受保人在生期間，無論受保人患上多少次嚴重疾病、嚴重疾病復發或接受治療的次數，本保單的嚴重疾病賠償的支付次數將不會多於保單資訊表所指明的次數。

在任何情況下，本公司只會就受保人支付一次身故賠償或嚴重疾病賠償。

當嚴重疾病賠償索償一經批核，身故賠償及非嚴重疾病賠償將於嚴重疾病首次診斷當日終止。

**3.7 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、導致或產生的嚴重疾病及非嚴重疾病，將不在本保單非嚴重疾病賠償或嚴重疾病賠償的受保範

**3.4.2 After payment of the Minor Illness Benefit by the Company: -**

- (i) the Sum Insured of this Policy shall be reduced immediately by the amount of the Minor Illness Benefit;
- (ii) the Premium payable shall be reduced accordingly on its next due date; and
- (iii) the Minor Illness Benefit will be automatically terminated.

**3.4.3** In any case if more than one Minor Illness have been Diagnosed or are Diagnosed in the same Event, the Company will only pay for the Minor Illness with the highest benefit amount payable. In other cases, the Company will only pay the benefit for one of such eligible illnesses by following the sequence of priority below:

- 1. M1: Cancer
- 2. M2: Heart related illness.

**3.4.4** For Minor Illnesses that are progressive in nature, the Company will not pay any Minor Illness Benefit retrospectively when such Minor Illness is more advanced such that it meets the definition of the Major Illness at time of claim, no matter whether the Company agrees to admit the claim of such Major Illness or not.

**3.5 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 benefits:

**3.5.1 Death Benefit**

If the Insured dies while this Policy is in force and no Major Illness Benefit has been paid or become payable under this Policy, the Company will pay an amount equal to:

- (i) the percentage of the Sum Insured at the time of claim as shown in the Policy Information Sheet; less
- (ii) any Indebtedness and any outstanding Premiums.

Provided that if the Insured is covered by more than one policy under AlongPro Critical Illness Plan and/or iProtect 10 Years Insurance Plan, (a) the total amount of the Death Benefit payable under all such policies shall be subject to a maximum of HK\$2,500,000 less all Major Illness Benefit and/or Minor Illness Benefit paid or payable (if any) under all such policies less any Indebtedness and 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.

**3.5.2 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.

**3.6 BENEFIT RESTRICTIONS**

The Major Illness Benefit under this Policy shall not be paid more than the number of payment as shown in the Policy Information Sheet during the Insured's lifetime regardless of the number of occurrences of Major Illness, recurrence of Major Illness or frequency of treatment.

Under all circumstances, the Company will only pay either the Death Benefit or Major Illness Benefit in respect of the Insured.

Upon approval of a claim for the Major Illness Benefit, Death Benefit and Minor Illness Benefit will, as of the date of first Diagnosis of the Major Illness, also be terminated.

**3.7 EXCLUSIONS**

- (a) No Minor Illness Benefit or Major Illness Benefit will be payable under this Policy for any Major Illness or Minor Illness resulting from, or related to, or caused or contributed directly or indirectly, wholly or

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强行影響任何團體、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戰鬥；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搭乘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，對於保單簽發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)起計首九十(90)日內患上的首次出現或顯現有關病徵或狀況或任何首次診斷的任何非嚴重疾病或嚴重疾病，將不獲任何非嚴重疾病賠償或嚴重疾病賠償。本第3.7(b)條不適用於由意外事件導致的非嚴重疾病或嚴重疾病。

### 3.8 索償通知及證明

受保人必須於本保單有效期間，並在獲悉患上非嚴重疾病或嚴重疾病當日起計九十(90)日內提出索償。除非證明無法合理地在該期間內提出索償，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非嚴重疾病或嚴重疾病索償(視乎情況而定)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非嚴重疾病或嚴重疾病之索償(視乎情況而定)，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。

### 3.9 不分紅

本保單不可獲得分配本公司盈餘。

### 3.10 中斷

若中斷本保單，將不獲得退保價值。

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 Minor Illness Benefit or Major Illness Benefit will be payable under this Policy for any Minor Illness or Major Illness, the symptoms or conditions of which or the Diagnosis of which first appeared or occurred within ninety (90) days immediately following the Policy Issue Date or the date of endorsement or the effective date of last reinstatement, whichever is the latest. This Clause 3.7(b) shall not apply to any Minor Illness or Major Illness caused by an Accident.

### 3.8 NOTICE AND PROOF OF CLAIMS

A claim 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 Minor Illness or Major Illness. If the claim is not made within that period, the Company will not be liable to pay the Minor Illness Benefit or Major Illness Benefit (as the case may be) 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 Minor Illness or Major Illness (as the case may be).

### 3.9 NON-PARTICIPATING

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

### 3.10 DISCONTINUANCE

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

## 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。

## 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.
<b>寬限期</b>	指本公司根據一般保單條款第 1.9 條而設定的期間。	<b>Grace Period</b>	means such period as determined by the Company in accordance with Clause 1.9 under the General Policy Provisions.
<b>本集團</b>	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)。	<b>Group</b>	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.
<b>香港</b>	指中華人民共和國香港特別行政區。	<b>Hong Kong</b>	means the Hong Kong Special Administrative Region of the People's Republic of China.
<b>欠款</b>	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。	<b>Indebtedness</b>	means all unpaid loans on this Policy, including any interest due and accrued.
<b>有關資料</b>	指任何個人識別資料、保單資料、實體資料或額外資料。	<b>Information</b>	means any Personally Identifiable Information, Policy Information, Entity Information or Additional Information.
<b>受保人</b>	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。	<b>Insured</b>	means the person whose life is insured by the Company under this Policy. The Insured is named in the Policy Specifications.
<b>期滿日 / 到期日</b>	指該註明於承保表內之日期。此為保單期滿/到期日。	<b>Maturity Date / Expiry Date</b>	means the date as shown in the Policy Specifications when this Policy will mature / expire.
<b>個人資料</b>	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。	<b>Personal Data</b>	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.
<b>個人識別資料</b>	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。	<b>Personally Identifiable Information</b>	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.
<b>本保單</b>	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。	<b>This Policy</b>	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.
<b>保單週年日</b>	指在保單有效期間往後每年與保單日期同月同日的日期。	<b>Policy Anniversary</b>	means the same day and month as the Policy Date in each succeeding year after the Policy Date while this Policy remains in force.
<b>保單日期</b>	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、保單年度及繳費到期日的計算都是以此日期來確定。	<b>Policy Date</b>	means the date specified as such in the Policy Specifications, on which this Policy will take effect, and according to which Policy Anniversary, Policy Years and premium due dates are determined.
<b>保單資料</b>	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。	<b>Policy Information</b>	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.

<b>保單資訊表</b>	指與承保表一併發出及構成承保表一部份並標題為保單資訊表之附表。	<b>Policy Information Sheet</b>	means the schedule headed "Policy Information Sheet" issued together with and formed part of the Policy Specifications.
<b>保單簽發日期</b>	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。	<b>Policy Issue Date</b>	means the date specified as such in the Policy Specifications, on which the Company issued this Policy.
<b>保單權益人、閣下、你的或您的</b>	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。	<b>Policy Owner, you or your</b>	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.
<b>承保表</b>	指由本公司向保單權益人發出，隨附於本保單並且不時經修訂的承保表，其載有本保單的保單號碼、保障詳情、保單資訊表及其他保單細節。	<b>Policy Specifications</b>	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.
<b>保單年度</b>	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。	<b>Policy Year</b>	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.
<b>保費</b>	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。	<b>Premium</b>	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.
<b>保險金</b>	指根據本保單的條款應付的任何保障或給付金額。	<b>Proceeds</b>	means any benefits or amounts payable under the terms of this Policy.
<b>紀錄</b>	指本公司註加日期及簽署。	<b>Records</b>	means this Company dates and signs.
<b>監管機構</b>	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）。	<b>Relevant Authority</b>	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).
<b>附加利益保障</b>	指於承保表指明的附加利益保障。	<b>Rider</b>	means rider(s) (if any) specified as such in the Policy Specifications.
<b>投保額</b>	指於保單承保表顯示為此之金額，此金額可於本公司同意下不時改變。	<b>Sum Insured</b>	means the amount shown as such in the Policy Specifications and may be varied with the agreement of the Company from time to time.
<b>稅務和財務報告義務</b>	<p>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：</p> <p>(i) 確定保單權益人、受保人及/或受益人之課稅狀況；</p> <p>(ii) 向監管機構提供任何資料；</p> <p>(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</p> <p>(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</p>	<b>Tax and Financial Reporting Obligations</b>	<p>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);</p> <p>(i) to determine the tax status of the Policy Owner, the Insured and/or the Beneficiary;</p> <p>(ii) to provide any Information to a Relevant Authority;</p> <p>(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;</p>

監管機構指示或指定。

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.

美國 指美利堅合眾國

U.S. means the United States of America.

我們或本公司 指中銀集團人壽保險有限公司。

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

除非本保單內文另有規定，否則，在本保單內凡：

Unless the context requires otherwise in this Policy:

- (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。

- (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 完全契約

## 1.2 THE ENTIRE CONTRACT

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。

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.

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。

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.

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。

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.

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。

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 不得異議

## 1.3 INCONTESTABILITY

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。

This incontestability provision is only applicable to the Death Benefit (as defined in Part II – Basic Provisions) under this Policy.

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。

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.

## 1.4 自殺身亡

## 1.4 SUICIDE

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：

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) 保單簽發日或恢復生效日（以較遲者為準）；或
- (ii) 任何增大投保額之生效日期（只適用於所遞增之投保額）。

- (i) The Policy Issue Date or date of any reinstatement, whichever is later; or
- (ii) The effective date of any increase in Sum Insured (applicable to that particular increase in Sum Insured only).

## 1.5 年齡及/或性別的錯誤陳述

## 1.5 MIS-STATEMENT OF AGE AND/OR SEX

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簽發。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。

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

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。

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。

若受保人於本保單有效期間身故，而該保單是以分期付款方式而非年繳方式繳付保費，本公司將在其賠償數目內扣除該保單年度全期保費之未繳部份(如有)和任何其他欠款。

## 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(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。

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.

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 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.

If the Insured dies while this Policy is in force, and if premiums are paid by installments rather than yearly made, the Company shall deduct from the amount payable under this Policy the amount of unpaid premiums (if any) for the whole of that Policy Year, together with any other Indebtedness.

## 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 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 稅務及匯報

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部的法律、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

## 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

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、股東和控製人;
- b. 受保人或受益人的僱員、董事、高級職員、承包商、代理人、股東和控製人;

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) 如你向本公司及/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),你將全面並持續地就你未能確保你向本公司及/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:

- 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

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

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

閣下可藉提交令本公司滿意的書面通知，轉讓本保單之全部權益。除非本公司事前收到有關轉讓的正本或副本書面通知，否則本公司將不受任何轉讓的約束。對於任何轉讓的有效性或足夠性，本公司亦概不負責。

#### 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政府或監管機構(包括但不限於保險業監管局)按相關規定已收取的徵費及/或費用(如有)。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。

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

You may assign all your interests thereof under this Policy by filing a written notice satisfactory to the Company. No assignment of this Policy shall be binding on the Company unless the original or a duplicate thereof is filed and received by the Company. The Company shall not be responsible for the validity or sufficiency of any assignment.

#### 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 and/ or charges (if any) paid, which are collected by the Company on behalf of the government or the regulatory authority (including but not limited to 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 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。

#### 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.

SAMPLE

## 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。

<b>身故賠償</b>	指根據保障給付條款內第 3.1 條列出的可付利益。
<b>期滿利益</b>	指根據保障給付條款第 3.2 條所給付之利益。
<b>退保利益</b>	指根據保障給付條款第 3.3 條所給付之利益。

### 2.2 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。

本保單終止或期滿後，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。

### 2.3 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第二（2）年開始，但不遲於第二（2）年的完結前內恢復生效，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。

### 2.4 保費

本保單之保費將保證維持不變。

## 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.

<b>Death Benefit</b>	means the benefit payable pursuant to Clause 3.1 under the Payment of Benefits Provisions.
<b>Maturity Benefit</b>	means the benefit payable pursuant to Clause 3.2 under the Payment of Benefit Provisions.
<b>Surrender Benefit</b>	means the benefit payable pursuant to Clause 3.3 under the Payment of Benefit Provisions.

### 2.2 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.

Upon the termination or expiration of this Policy, the Company shall have no further liability under this Policy. 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.

### 2.3 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 starting from the second (2<sup>nd</sup>) year from, but not later than the end of the second (2<sup>nd</sup>) 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.

### 2.4 PREMIUM

The Premium of this Policy is guaranteed to remain unchanged.

## 第 III 部份 - 保障給付條款

### 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) 保單資訊表所指明於索償時之投保額的百分比；扣除
- (ii) 任何欠款及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隨身保危疾保險計劃及/或守護十年網上保險計劃之保單，(a) 則本公司根據所有這些保單給付身故賠償最高總款額為 2,500,000港幣，減去所有這些保單已作出或須作出的所有(有關保單所定義的)嚴重疾病賠償及/或非嚴重疾病賠償（若有），減去所有這些保單之任何欠款及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。

#### 3.1.2 解除責任

由保單權益人或受益人所簽署的身故賠償或其他保險金的收據，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 期滿給付額

本公司應於期滿日後向保單權益人支付期滿給付額，數額相等於保單資訊表內本保單已繳總保費之指明百分比。上述之期滿給付需符合下列全部要求：

- (i) 本保單在期滿日仍然有效；
- (ii) 受保人在期滿日仍然在生；及
- (iii) 截至期滿日為止本保單之所有到期保費均已繳付。

已繳總保費之金額將會以保費折扣後（如有）之繳付的保費金額計算。

### 3.3 退保

若本公司未曾亦無需就本保單支付身故賠償，保單權益人可於期滿日或之前向本公司作出書面通知連同保單契約正本，向本公司退保，以領取退保利益。退保應在通知內註明的生效日期生效，如通知內並無註明生效日期，則生效日期將由本公司釐定。該退保利益相等於保單資訊表內本保單已繳總保費之退保價值比率，而該退保價值比率將視乎退保日期按保單資訊表內所述而變化。

已繳總保費之金額將會以保費折扣後（如有）之繳付的保費金額計算。

一經退保，本保單即告終止，而本公司對本保單將再無任何責任。

如本保單因欠交保費而終止，本公司仍會支付保單權益人退保利益(如有)，退保生效日在保費到期且未被繳付之日，而本公司對本保單將再無任何責任。

## Part III - Payment of Benefit Provisions

### 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 benefits:

#### 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 percentage of the Sum Insured at the time of claim as shown in the Policy Information Sheet; less
- (ii) any Indebtedness and any outstanding Premiums.

Provided that if the Insured is covered by more than one policy under AlongPro Critical Illness Plan and/or iProtect 10 Years Insurance Plan, (a) the total amount of the Death Benefit payable under all such policies shall be subject to a maximum of HK\$ 2,500,000 less all Major Illness Benefit and/or Minor Illness Benefit (as defined in the relevant policies) paid or payable (if any) under all such policies less any Indebtedness and 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.

#### 3.1.2 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 MATURITY BENEFIT

After the Maturity Date, the Company shall pay to the Policy Owner the Maturity Benefit which shall be equal to the specified percentage of the total premiums paid under this Policy as shown in the Policy Information Sheet provided that all of the following requirements are met:

- (i) this Policy is still in force on the Maturity Date;
- (ii) the Insured is still alive on the Maturity Date; and
- (iii) all Premiums due under this Policy up to and including the Maturity Date have been paid.

The total Premiums paid will be calculated based on Premium paid after premium discount (if any).

### 3.3 SURRENDER

The Policy Owner may surrender this Policy to the Company on or before the Maturity Date for the Surrender Benefit provided that no Death Benefit has been paid or become payable under this Policy by giving the Company a written notice with the original policy contract, and the surrender shall take effect on the date specified in such notice or, if no date is specified by the notice, a date determined by the Company. The Surrender Benefit shall be equal to the specified surrender value ratio of the total Premiums paid under this Policy as shown in the Policy Information Sheet, and the surrender value ratio shall vary depending on the date of surrender as specified in the Policy Information Sheet.

The total Premiums paid will be calculated based on Premium paid after premium discount (if any).

Upon surrender, this Policy shall terminate and the Company shall have no further liability under this Policy.

If this Policy is terminated due to non-payment of Premium, the Company will pay the Surrender Benefit (if any) to the Policy Owner as if the surrender had taken effect on the date on which the Premium is first due and unpaid and thereafter the Company shall have no further liability under this Policy.

#### 3.4 不分紅

本保單不可獲得分配本公司盈餘。

#### 3.4 NON-PARTICIPATING

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

SAMPLE

## 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。

## 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.
<b>寬限期</b>	指本公司根據一般保單條款第 1.9 條而設定的期間。	<b>Grace Period</b>	means such period as determined by the Company in accordance with Clause 1.9 under the General Policy Provisions.
<b>本集團</b>	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)。	<b>Group</b>	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.
<b>香港</b>	指中華人民共和國香港特別行政區。	<b>Hong Kong</b>	means the Hong Kong Special Administrative Region of the People's Republic of China.
<b>欠款</b>	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。	<b>Indebtedness</b>	means all unpaid loans on this Policy, including any interest due and accrued.
<b>有關資料</b>	指任何個人識別資料、保單資料、實體資料或額外資料。	<b>Information</b>	means any Personally Identifiable Information, Policy Information, Entity Information or Additional Information.
<b>受保人</b>	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。	<b>Insured</b>	means the person whose life is insured by the Company under this Policy. The Insured is named in the Policy Specifications.
<b>期滿日 / 到期日</b>	指該註明於承保表內之日期。此為保單期滿/到期日。	<b>Maturity Date / Expiry Date</b>	means the date as shown in the Policy Specifications when this Policy will mature / expire.
<b>個人資料</b>	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。	<b>Personal Data</b>	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.
<b>個人識別資料</b>	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。	<b>Personally Identifiable Information</b>	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.
<b>本保單</b>	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。	<b>This Policy</b>	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.
<b>保單週年日</b>	指在保單有效期間往後每年與保單日期同月同日的日期。	<b>Policy Anniversary</b>	means the same day and month as the Policy Date in each succeeding year after the Policy Date while this Policy remains in force.
<b>保單日期</b>	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、保單年度及繳費到期日的計算都是以此日期來確定。	<b>Policy Date</b>	means the date specified as such in the Policy Specifications, on which this Policy will take effect, and according to which Policy Anniversary, Policy Years and premium due dates are determined.
<b>保單資料</b>	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。	<b>Policy Information</b>	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.

<b>保單資訊表</b>	指與承保表一併發出及構成承保表一部份並標題為保單資訊表之附表。	<b>Policy Information Sheet</b>	means the schedule headed "Policy Information Sheet" issued together with and formed part of the Policy Specifications.
<b>保單簽發日期</b>	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。	<b>Policy Issue Date</b>	means the date specified as such in the Policy Specifications, on which the Company issued this Policy.
<b>保單權益人、閣下、你的或您的</b>	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。	<b>Policy Owner, you or your</b>	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.
<b>承保表</b>	指由本公司向保單權益人發出，隨附於本保單並且不時經修訂的承保表，其載有本保單的保單號碼、保障詳情、保單資訊表及其他保單細節。	<b>Policy Specifications</b>	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.
<b>保單年度</b>	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。	<b>Policy Year</b>	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.
<b>保費</b>	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。	<b>Premium</b>	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.
<b>保險金</b>	指根據本保單的條款應付的任何保障或給付金額。	<b>Proceeds</b>	means any benefits or amounts payable under the terms of this Policy.
<b>紀錄</b>	指本公司註加日期及簽署。	<b>Records</b>	means this Company dates and signs.
<b>監管機構</b>	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）。	<b>Relevant Authority</b>	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).
<b>附加利益保障</b>	指於承保表指明的附加利益保障。	<b>Rider</b>	means rider(s) (if any) specified as such in the Policy Specifications.
<b>投保額</b>	指於保單承保表顯示為此之金額，此金額可於本公司同意下不時改變。	<b>Sum Insured</b>	means the amount shown as such in the Policy Specifications and may be varied with the agreement of the Company from time to time.
<b>稅務和財務報告義務</b>	<p>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：</p> <p>(i) 確定保單權益人、受保人及/或受益人之課稅狀況；</p> <p>(ii) 向監管機構提供任何資料；</p> <p>(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</p> <p>(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</p>	<b>Tax and Financial Reporting Obligations</b>	<p>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);</p> <p>(i) to determine the tax status of the Policy Owner, the Insured and/or the Beneficiary;</p> <p>(ii) to provide any Information to a Relevant Authority;</p> <p>(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;</p>

監管機構指示或指定。

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.

美國 指美利堅合眾國

U.S. means the United States of America.

我們或本公司 指中銀集團人壽保險有限公司。

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

除非本保單內文另有規定，否則，在本保單內凡：

Unless the context requires otherwise in this Policy:

- (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。

- (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 完全契約

## 1.2 THE ENTIRE CONTRACT

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。

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.

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。

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.

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。

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.

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。

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 不得異議

## 1.3 INCONTESTABILITY

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。

This incontestability provision is only applicable to the Death Benefit (as defined in Part II – Basic Provisions) under this Policy.

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。

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.

## 1.4 自殺身亡

## 1.4 SUICIDE

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：

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) 保單簽發日或恢復生效日（以較遲者為準）；或
- (ii) 任何增大投保額之生效日期（只適用於所遞增之投保額）。

- (i) The Policy Issue Date or date of any reinstatement, whichever is later; or
- (ii) The effective date of any increase in Sum Insured (applicable to that particular increase in Sum Insured only).

## 1.5 年齡及/或性別的錯誤陳述

## 1.5 MIS-STATEMENT OF AGE AND/OR SEX

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簽發。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。

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

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。

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。

若受保人於本保單有效期間身故，而該保單是以分期付款方式而非年繳方式繳付保費，本公司將在其賠償數目內扣除該保單年度全期保費之未繳部份(如有)和任何其他欠款。

## 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(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。

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.

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 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.

If the Insured dies while this Policy is in force, and if premiums are paid by installments rather than yearly made, the Company shall deduct from the amount payable under this Policy the amount of unpaid premiums (if any) for the whole of that Policy Year, together with any other Indebtedness.

## 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 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 稅務及匯報

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部的法律、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

## 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

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

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) 如你向本公司及/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) 在本公司向您發出書面要求("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:

- 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

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

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

閣下可藉提交令本公司滿意的書面通知，轉讓本保單之全部權益。除非本公司事前收到有關轉讓的正本或副本書面通知，否則本公司將不受任何轉讓的約束。對於任何轉讓的有效性或足夠性，本公司亦概不負責。

#### 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政府或監管機構(包括但不限於保險業監管局)按相關規定已收取的徵費及/或費用(如有)。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。

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

You may assign all your interests thereof under this Policy by filing a written notice satisfactory to the Company. No assignment of this Policy shall be binding on the Company unless the original or a duplicate thereof is filed and received by the Company. The Company shall not be responsible for the validity or sufficiency of any assignment.

#### 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 and/ or charges (if any) paid, which are collected by the Company on behalf of the government or the regulatory authority (including but not limited to 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 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。

#### 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.

SAMPLE

## 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。

**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。

### 2.2 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。

本保單終止或期滿後，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。

### 2.3 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第二（2）年開始，但不遲於第二（2）年的完結前內恢復生效，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。

## 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.

**Death Benefit** means the benefit payable pursuant to Clause 3.1 under the Payment of Benefits Provisions.

### 2.2 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.

Upon the termination or expiration of this Policy, the Company shall have no further liability under this Policy. 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.

### 2.3 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 starting from the second (2<sup>nd</sup>) year from, but not later than the end of the second (2<sup>nd</sup>) 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.

## 2.4 續保

本保單之期滿日為受保人年滿八十(80)歲(當日或緊接之後)的保單週年日。

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年日自動續保一(1)年，惟必須按照第2.5條繳付保費。若受保人於續保時已年滿七十九(79)歲，則只可續保至期滿日。

## 2.5 保費調整

本保單之保費由保單日期起的首十(10)年將保證維持不變。保費將於第十(10)個保單周年日起每十(10)個保單年度作出調整，並於該十(10)年期間維持不變，直至下一個保費調整日；或若保單在該十(10)年內終止，則為此較短之年期。

保費調整必須按照本保單調整時受保人的年齡及風險類別以及調整當日有效之保費率釐定，而本公司有絕對酌情權對保費率作出調整。

## 2.4 RENEWAL

The Maturity Date of this Policy is the Policy Anniversary on or immediately following the Insured's eightieth (80<sup>th</sup>) birthday.

Subject to all terms and conditions of this Policy, this Policy is automatically renewed on each Policy Anniversary for a further term of one (1) year upon payment of the Premium in accordance with Clause 2.5. If the Insured is aged seventy-nine (79) at the time of renewal, it will be renewed up to the Maturity Date only.

## 2.5 PREMIUM ADJUSTMENT

The Premium of this Policy is guaranteed to remain unchanged for the first ten (10) years from the Policy Date. The Premium will be adjusted every ten (10) Policy Years commencing from the tenth (10<sup>th</sup>) Policy Anniversary and will remain unchanged for such period of ten (10) years until the next Premium adjustment date, or a shorter period where the Policy is terminated within such ten (10) years' period.

The adjusted Premium will be determined in accordance with the Age and risk class of the Insured and the premium rate then in effect on the date of adjustment, whereas the Company reserves the right to change the premium rate at its absolute discretion.

## 第 III 部份 - 保障給付條款

### 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) 保單資訊表所指明於索償時之投保額的百分比；扣除
- (ii) 任何欠款及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隨身保危疾保險計劃及/或守護十年網上保險計劃之保單，(a) 則本公司根據所有這些保單給付身故賠償最高總款額為 2,500,000港幣，減去所有這些保單已作出或須作出的所有(有關保單所定義的)嚴重疾病賠償及/或非嚴重疾病賠償（若有），減去所有這些保單之任何欠款及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。

#### 3.1.2 解除責任

由保單權益人或受益人所簽署的身故賠償或其他保險金的收據，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 不分紅

本保單不可獲得分配本公司盈餘。

### 3.3 中斷

若中斷本保單，將不獲得退保價值。

## Part III - Payment of Benefit Provisions

### 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 benefits:

#### 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 percentage of the Sum Insured at the time of claim as shown in the Policy Information Sheet; less
- (ii) any Indebtedness and any outstanding Premiums.

Provided that if the Insured is covered by more than one policy under AlongPro Critical Illness Plan and/or iProtect 10 Years Insurance Plan, (a) the total amount of the Death Benefit payable under all such policies shall be subject to a maximum of HK\$2,500,000 less all Major Illness Benefit and/or Minor Illness Benefit (as defined in the relevant policies) paid or payable (if any) under all such policies less any Indebtedness and 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.

#### 3.1.2 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 NON-PARTICIPATING

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

### 3.3 DISCONTINUANCE

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