



三年保儲蓄保險計劃

3-Year Savings Insurance Plan

保單條款

Provisions

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第 I 部份 – 一般保單條款

1.1 釋義

除非文義另有所指，本部份所載定義適用於本保單出現的下列字詞。

額外資料 指個人識別資料或實體資料 (如適用) 以外之其他額外的資料、數據、表格、文件、書面聲明或證明及本公司所佔有或本公司可向你要求以滿足或遵守本公司之稅務和財務報告義務之保單資料。

年齡 指受保人的足歲數。

投保書 指由保單權益人及/或受保人本人或其他人士代表在人壽保險投保書、任何聲明、體格檢驗證明、問卷及其他之陳述。

基本計劃

指於承保表指明的基本計劃。

受益人

指保單權益人所指定在受保人死亡後領取保險金的一名或一名以上的人士(如有)。

控制人

指，直接或間接對一個法人或安排行使控制權的人士，包括但不限於：就「法人」是一家公司而言，直接或間接擁有公司某水平或以上之股權，或直接或間接有權在該公司的成員大會上，行使某水平或以上的表決權，或支配該比重的表決權的行使；或對該公司的管理行使最終控制權的一個人。如該法人是代另一人行事，而該名人行使對該法人的控制權，該名個人即是控制人。就合夥而言，控制人包括有權直接或間接享有或控制該合夥某水平或以上的資本或利潤；或直接或間接有權行使該合夥某水平或以上的表決權，或支配該比重的表決權的行使；或對該合夥的管理行使最終控制權的一個人。如合夥是代另一人行事，而該名人

行使對該法人的控制權，該名個人即是控制人。就不屬公司、合夥或信託的法人，控制人包括最終擁有或控制該法人的一個人。如該法人是代另一人行事，而該名人行使對該法人的控制權，該名個人即是控制人。就「法律安排」是信託而言，控制人包括（在無須參照門檻下）對該信託行使最終有效控制權的一個人，可能包括財產授予者、受託人、保護人（如有）、一個受益人、集體受益人，或任何與此等人士相類之人士，或對此等人士行使控制權的個人。

實體資料

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

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

本集團

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

香港

指香港特別行政區。

有關資料

指任何個人識別資料、保單資料、實體資料或額外資料。

受保人

指在本保單中，其生命受本公司承保之人士。
受保人姓名列明於承保表內。

期滿日/ 到期日 指該註明於承保表內之日期。此為保單期滿日/到期日。

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

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

保單週年日 指在保單有效期間往後每年與保單日期同月同日的日期。

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

保單資料 指關於保單之任何資料、文件、書面聲明或證明，或本公司簽發之、保單權益人作為持有人的任何其他保單（「其他保單」），包括但不限於保單權益人、受保人和受益人之姓名、保單及其他保單（如適用）下之保單編號、保費、利益、保單折算貨幣，你的保單及其他保單（如適用）之價值、收益、損失、貸記、借記、收費、預扣、餘額、轉讓、信託及受益安排、失效、重述及放棄，以及本公司不時收到之所有關於保單及其他保單（如適用）之指示。

保單資訊表 指與承保表一併發出及構成承保表一部份並標題為保單資訊表之附表。

保單簽發日期 指承保表內註明為保單簽發日期的日期，本公司於該日簽發本保單。

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

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

保險金 指根據本保單的條款應付的任何保障或給付金額。

- 紀錄** 指本公司註加日期及簽署。
- 監管機構** 指香港或任何其他法域之任何合法、法定、監管、行政、執法、政府、稅務或其他機構（包括但不限於香港稅務局、美國國稅局及經濟合作暨發展組織的相關機構）。
- 附加利益保障** 指於承保表指明的附加利益保障。
- 稅務和財務報告義務** 指本公司目前或將來可能須履行之任何義務，不論是按照香港或本公司須受約束之任何外國法域或本公司或不論是根據契約、自願性質或另外為保障本公司之合法權益須承擔之任何法律、法例、法規或執業/行為守則的規定，包括但不限於根據香港與美國政府訂立之跨政府協議執行美國的《海外帳戶稅收合規法案》、《稅務條例》（香港法例第 112 章）有關交換財務帳戶資料的法律條文，及經濟合作暨發展組織出具之規定（包括為履行其共同報

告標準(CRS)之主管機關協議(CAA))，全部均為目前生效及不時經修訂和補充的：

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

本保單 指本保單文件、投保書（如有）、承保表及不時由本公司發出並由本公司的授權簽字人正式簽署的、附加於保單文件的任何附表及／或加簽批單。

美國 指美利堅合眾國。

我們或本公司 指中銀集團人壽保險有限公司。

除非本保單內文另有規定，否則，在本保單內凡：

- (i) 表明一種性別的字眼亦包括另一性別；
- (ii) 表明單數的字眼亦包括複數，反之亦然；
- (iii) 凡提述任何文件應包括提述經更改、修訂、補充、取替或轉讓；及
- (iv) 凡提述條款或附件即為本保單之條款或附件。

1.2 完全契約

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

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

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

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

1.3 不得異議

本不得異議條款只適用於本保單下之身故賠償部份。

除因欠繳保費或欺詐外，自：

- (i) 保單日期或恢復生效日（以較遲者為準）起計在受保人生存期間持續有效達兩(2)年後，本保單之有效性將不得被爭議；
- (ii) 任何增大保費自生效日期起計在受保人生存期間持續有效達兩(2)年後，所遞增的保費之有效性將不得被爭議。

本條款不適用於任何附加於本保單之傷殘、意外或其他附加利益保障。

1.4 自殺身亡

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

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

1.5 年齡及/或性別的錯誤陳述

本保單是依據承保表上所載的年齡和性別而繕發。除了本公司在被欺詐的情況下擁有之權利外，若受保人的年齡被報少或性別被誤報，則本保單上須支付的金額及賦予的所有利益，將按照已付的保費與確實年齡與性別原可購買的利益所計算。

若受保人的年齡被報大或性別被誤報而導致多繳保費，本公司將退回多繳付之保費。

若依照受保人的正確年齡或性別，本保單：

- (i) 不可以被繕發；或
- (ii) 應於較早日期終止生效，

本公司對不應給予保險的期間，只會賠付有關該期間已經支付的有關保費。

1.6 不受限制

除非另有所指定，受保人的居所、旅遊及職業均不受本保單限制。

1.7 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。

1.8 貨幣及收付地點

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

1.9 擁有權

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

1.10 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。

1.11 受益人

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

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

若保單權益人亦為受保人，而受益人早於保單權益人身故或該

受益人於保單權益人身身故後三十(30)天內身故，則本保單之身故賠償、額外身故賠償（如適用）及額外意外身故賠償（如適用）將給付予保單權益人之遺產。

若保單權益人並非受保人，而受益人早於受保人身身故或該受益人於受保人身身故後三十(30)天內身故，則身故賠償、額外身故賠償（如適用）及額外意外身故賠償（如適用）將支付予保單權益人、其遺產、其遺產代理人或本公司按本公司完全和絕對酌情權認為是有權領取該身故賠償的其他人。若受益人於受保人身身故後三十(30)天以後身故，該身故賠償則將付給受益人的遺產。

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

任何受益人的轉換必須要以書面通知本公司及均需完全合乎本公司訂立之所有要求及條件，方可生效。當本公司令轉換受益人開始生效時，受保人無須仍然在世。本公司對在有關轉換受益人生效前已付款項或已作出的其他行動，概不負責。

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

如果沒有尚存受益人或閣下並沒有指定受益人，身故賠償、額外身故賠償（如適用）及額外意外身故賠償（如適用）將支付予保單權益人、其遺產、其遺產代理人或其他有權領取之人士。

1.12 稅務及滙報

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

(a) 你確認本公司是或可能：

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

(b) 你確認：你已向本公司提供相關的有關資料，並特此同意並贊成本公司可收集、儲存、匯編、使用和處理上述有關資料及向監管機構 (或向扣繳義務人、監管人、合資格中介人及其他負責傳送本保單下的資金至你的賬戶的中介人) 及上文第 1.12 條所指的任何第三方服務供應商和資料處理者披露、轉移及/或匯報上述有關資料。

(c) 如已經或將會向本公司提供以下個人資料：

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

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

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

(e) 如您向本公司及/或本集團內任何其他公司提供之任何有關資料虛假、具誤導性、或不準確，而有關資料導致本公司

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

- (f) 在本公司向您發出書面要求 ("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

何其他人產生任何種類責任之情況下) 採取以下行動：

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

根據本分項發出之書面要求或通知可以寄往你的最後已知郵寄地址給你，或如果保單在其後已轉讓或存放於信託，寄予排名第一之受讓人或受託人(如適用) 信託持有，並應被視

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

(g) 你同意:如本公司保留任何在本保單下可另外向你、保單下的受保人及/或受益人 (如適用) 支付或累計的金額 (無論如何表達該保留),本公司應以按其合理意見最公平地反映該等保留對保單產生之影響的方式管理保單,包括但不限於向監管機構支付或另外向監管機構負責全部保留金額或其一部分。

(h) 如果本公司採取在有關情況下可合理地要求或監管機構指示或指定之該等任何其他行動,本公司應向你發出解釋該行動造成之影響之書面通知。

1.13 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。

1.14 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。

1.15 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。

1.16 第三者權利

任何不屬本保單及/或其附加利益保障之訂約方的人士或實體無權根據《合約(第三者權利)條例》(香港法例第 623 章)或以其他方式執行本保單及/或其附加利益保障之任何條款。

第 II 部份 · 基本條款

2.1 釋義

除非文義另有所指，本部份所載定義適用於本保單出現的下列字詞。

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。

意外身故 指直接由一件意外事件，並非由其他任何原因所致，只單獨通過該意外事件而引致的死亡。

額外意外身故賠償 指於受保人意外身故時，根據保障給付條款內第 4.1.2 條列出的可付利益所給付之金額。

身故賠償 指根據保障給付條款內第 4.1.1 條所付予之賠償。

保證現金價值 指根據保單價值表並假設本保單一直生效而釐訂的保證現金價值。

躉繳保費 指於保單資訊表所列有關基本計劃的保費。

三年保儲蓄保險計劃 指本公司簽發的保險計劃系列的名稱，其版本編號在承保表中指明。

保單價值表 指與承保表一併發出及構成承保表一部份，並標題為保單價值表。

已繳總保費 指就基本計劃的已繳總保費。計算已繳總保費時並不包括任何附加利益保障之保費。如躉繳保費減少，已繳總保費亦將按同一比例減少。

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。

保單在下述任何一種情況最早發生便立即終止生效：

- (i) 受保人身故；
- (ii) 本公司批准保單權益人書面要求退保；或
- (iii) 本保單到達期滿日。

2.3 多重保單

如有多於一份三年保儲蓄保險計劃保單發出予受保人而保費之總和高於(i)4,000,000港幣(如每一保單之保單貨幣為港幣);或(ii)500,000美元(如每一保單之保單貨幣為美元);或(iii)4,000,000人民幣(如每一保單之保單貨幣為人民幣);或(iv)如受保人同時受保於港幣及/或美元及/或人民幣面值保單，4,000,000港幣或500,000美元或4,000,000人民幣的最高者(以有關保單所屬之保單貨幣為準)，本公司有唯一及絕對的酌情權決定受保人只受到於較早保單簽發日期簽發而保費之總和不高於上述指明金額的保單所保障，而其他於較後保單簽發日期簽發的保單將於其各自保單生效日期起被視為無效。保單

權益人所繳付或本公司已接受無效的保單下的任何保費並不會對本公司構成任何責任，本公司只須在不附利息下悉數退還該等保費。

第III部份 - 紅利條款

3.1 無分紅保單

本保單乃無分紅保單，故並不給予保單權益人分享本公司的利潤或盈餘的權利。

第IV部份 - 保障給付條款

在符合本保單的條款及條件的規定下，本公司將提供以下保障：

4.1 身故賠償

在符合本保單的條款及條件下，並於切實可行範圍內盡快向本公司遞交書面索償申請後，本公司將依一般保單條款內第1.11條之規定，向受益人作出根據保障給付條款第4.1.1條及4.1.2條(如適用)釐訂的賠償。

4.1.1 身故賠償

4.1.1.1 身故賠償

倘受保人在本保單生效期間身故，本公司將按照以下程式計算及支付身故賠償：

身故賠償應等於：

(a) 以較高者為準：

- (i) 身故日已繳總保費的101%；或
- (ii) 身故日保證現金價值的101%。

4.1.1.2 解除責任

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

4.1.2 額外意外身故賠償

4.1.2.1 額外意外身故賠償

若意外事件發生在保單資訊表內額外意外身故賠償終止(保單週年日)的保單週年日前而本保單當時仍然生效，本公司將支付相等於保單資訊表內所載於身故當天已繳總保費百分比的額外意外身故賠償。

根據本第4.1.2.1條支付的額外意外身故賠償須符合以下規定：

- (i) 本公司須收到受保人意外身故之適當證明文件；

- (ii) 受保人在保單日期之年齡不少於十八(18)歲，亦不超過六十(60)歲；及
- (iii) 受保人的意外身故發生在導致其意外身故的意外事件後的一百八十(180)日之內及本保單保障終止前。

額外意外身故賠償是本保單提供的身故賠償以外附加的賠償。

4.1.2.2 解除責任

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

4.1.2.3 不保事項

如果受保人的身故是由以下事故所直接或間接引致的，或可直接或間接歸咎於以下事故，本公司沒有責任賠付額外意外身故賠償：

- (i) 襲擊、謀殺、暴動、民眾騷亂、罷工或恐怖活動。即使有任何抵觸的情況，各方一致理解並同意，只要受保人

- 沒有觸犯或企圖觸犯本第4.1.2.3(i)條所述之行為，本第4.1.2.3(i)條款將不適用；
- (ii) 已宣佈或未有宣佈之戰爭或任何戰爭行為、侵略或任何類似戰爭的活動；
 - (iii) 自殺或自毀之傷害(不論當時神智清醒與否)；
 - (iv) 抵觸或企圖抵觸法律、拒捕或參與任何爭執或毆鬥；
 - (v) 進行或參與 (a)任何賽車或賽馬；(b)專業運動；(c)涉及使用呼吸儀器之潛水活動；或 (d)除作為購票乘客乘搭商業航機外之任何飛行或航空活動；
 - (vi) 由於受保人受酒精或任何藥物影響的情況下產生或引致的意外事件；
 - (vii) 不論自願地或不自願地服用或吸入毒藥、氣體或濃煙；
 - (viii) 患病或受感染（因意外所造成的創傷或傷口而受感染者除外），包括喪失免疫能力病毒(HIV)感染及/或其有關之疾病包括愛滋病及/或因愛滋病引發之任何突變、變異或變種之症；或
 - (ix) 分娩、懷孕、流產或人工流產。

4.1.2.4 額外意外身故賠償的終止

保障給付條款內第4.1.2.1條授予的保障將在以下情況終止，以較早發生者為準：

- (i) 受保人身故；或
- (ii) 保單資訊表內額外意外身故賠償終止(保單週年日)所載之保單週年日。

4.1.2.5 索償通知及證明

在受保人意外身故後二十(20)天內，應以書面通知本公司，

並在意外身故後九十(90)天內，應以本公司指定之表格填報及將符合本公司要求的受保人死亡證明送達本公司。若有合理之緣由不能在限期內將此通知書或受保人死亡證明送達本公司並已儘可能將此等文件於限期後送交，則不在此限。

本公司有權要求索償人提供證明及在法律許可下，本公司有權要求作解剖驗屍。

4.2 期滿金額

若受保人於期滿日仍然生存，本公司將向保單權益人給付期滿日之保證現金價值的金額。

4.3 退保

於本保單有效期間，保單權益人可向本公司退還本保單以取得本保單之退保價值。該退保價值相等於保證現金價值。

本公司保留延遲給付退保價值之權利，惟最遲不得超過自退保日起計六(6)個月。

保單權益人之退保請求必需以本公司指定表格以書面方式向本公司之香港辦事處提交。一經退保，本保單即告終止而本公司於本保單下亦無進一步責任。

第V部份 - 貸款條款

5.1 保單貸款

本公司不會對本保單給予任何貸款。

Part I - General Policy Provisions

1.1 DEFINITIONS

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

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

Age means the Insured's age on last birthday.

Application means the life insurance application form, any declarations, medical evidence forms,

questionnaires and any other statements made, by or on behalf of the Insured and/or the Policy Owner.

Basic Plan

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

Beneficiary

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

Controlling Person

means, a person who directly or indirectly has control over a legal person or arrangement, including but not limited to: with respect to a legal person which is a company, a person who has a direct or indirect share ownership at or above a certain percentage of the company; is directly or indirectly entitled to exercise or

control the exercise of not less than a certain percentage of the voting rights at general meetings of the company; or exercises ultimate control over the management of the company. If the legal person is acting on behalf of another person over whom the individual exercises control, the individual is a Controlling Person. With respect to a partnership, Controlling Person includes a person who is entitled to or controls, directly or indirectly, not less than a certain percentage of the capital or profits of the partnership, or is directly or indirectly entitled to exercise or control the exercise of not less than a certain percentage of the voting rights in the partnership, or exercises ultimate control over the management of the partnership. If the partnership is acting on behalf of another person over whom the

individual exercises control, the individual is a Controlling Person. With respect to a legal person which is not a company, partnership or trust, a Controlling Person includes an individual who ultimately owns or controls the entity. If such legal person is acting on behalf of another person over whom the individual exercises control, the individual is a Controlling Person. With respect to a “legal arrangement” which is a trust, Controlling Person includes a person exercising ultimate effective control over the trust which may include the settlor, the trustee(s), the protector (if any), a beneficiary or class of beneficiaries, without reference to thresholds or any individual who is in a position similar to any of such persons or an individual exercising control over any such person.

Entity Information

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

residence, country of tax residence, nationality, date and place of birth of each shareholder, or Controlling Person, any Personal Data and Information relating to any aforesaid person.

Group

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

Hong Kong

means the Hong Kong Special Administrative Region.

Information

means any Personally Identifiable

Information, Policy Information, Entity Information or Additional Information.

Insured

means the person whose life is insured by the Company under this Policy. The Insured is named in the Policy Specifications.

Maturity Date / Expiry Date

means the date as shown in the Policy Specifications when this Policy will mature / expire.

Personal Data

means any information or data which would fall within the definition of “Personal Data” as defined in CAP 486 PERSONAL DATA (PRIVACY) ORDINANCE, the Laws of Hong Kong as currently in force and as amended and supplemented from time to time.

Personally Identifiable

means in respect of the Policy Owner,

Information

Insured or Beneficiary or any of the aforesaid's signatory or lawful attorney (as applicable) who is a natural person, any information, data, form, documentation, written statement or certification relating to the person including, but not limited to, in respect of such person, name(s), residential and mailing address(es), telephone number(s), tax status/residence(s), age, nationality(ies), citizenship(s), date and place of birth, residence(s), domicile(s), taxpayer identification number(s) (in Hong Kong and other foreign jurisdictions), personal and marital status and any Personal Data relating to the person.

Policy Anniversary

means the same day and month as the

Policy Date in each succeeding year after the Policy Date while this Policy remains in force.

Policy Date

means the date specified as such in the Policy Specifications, on which this Policy will take effect, and according to which Policy Anniversary, Policy Years and premium due dates are determined.

Policy Information

means any information, documentation, written statement or certification relating to the Policy, or any other policies issued by the Company of which the Policy Owner is a holder (“Other Policies”), including but not limited to the name(s) of the Policy Owner, Insured and Beneficiary, policy number(s), premium, benefits under the Policy and Other Policies (if applicable), denominated

currency(ies), values, gains, losses, credits, debits, charges, withdrawals, balances, transfers, trust and beneficiary arrangements, lapses, reinstatements and surrender of your Policy and Other Policies (if applicable) and all instructions received by the Company in connection with the Policy and Other Policies (if applicable) from time to time.

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

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

Policy Owner, you or means the person who is an individual or an

your

entity who is not a natural person, specified as Policy Owner in the Policy Specifications. Policy Owner is the owner of this Policy.

Policy Year

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

Proceeds

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

Records

means this Company dates and signs.

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

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

Tax and Financial Reporting Obligations means any obligation that the Company is currently, or may in the future be, subject to, whether in accordance with any law, legislation, regulation or code(s) of

practice/conduct in Hong Kong or any foreign jurisdiction to which the Company is subject or as assumed by the Company, whether contractually, voluntarily or otherwise for the protection of the Company's legitimate interests (including but not limited to the implementation of the U.S. Foreign Account Tax Compliance Act pursuant to the intergovernmental agreement between Hong Kong and the U.S., the legal provisions for exchange of financial account information provided under the Inland Revenue Ordinance (Cap. 112), provisions issued by the Organization for Economic Co-operation and Development, including a Competent Authority Agreement (CAA) to implement its Common Reporting Standard (CRS), all as currently in force and as amended and

supplemented from time to time):

(i) to determine the tax status of the Policy Owner, the Insured and/or the Beneficiary;

(ii) to provide any Information to a Relevant Authority;

(iii) to withhold any payment, sum or benefit that would otherwise be paid or would accrue to you, Insured and/or Beneficiary (as applicable) under the Policy and/or permanently pay over all or part of the withheld amount to a Relevant Authority; and/or

(iv) to take any such other action as may be reasonably required in the

circumstances, including but not limited to, making reasonable adjustments to your calculated balances, benefits, or entitlements under the Policy to reflect and accommodate the Company's actions under this paragraph whether such action is directed or designated by the Relevant Authority.

This Policy

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

U.S.

means the United States of America.

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

Unless the context requires otherwise in this Policy:

- (i) words denoting one gender shall include the other gender;
- (ii) words denoting the singular shall include the plural and vice versa;
- (iii) references to any documents include a reference to that document as varied, amended, supplemented, substituted or assigned from time to time; and
- (iv) references to Clause or schedule are references to a clause of or a schedule to this Policy.

1.2 THE ENTIRE CONTRACT

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

All statements made by you and/or the Insured in the Application (if any) and/or the Policy Specifications shall, in the absence of fraud, be deemed representations and not warranties. No statement shall be used by the Company to void this Policy or to defend a claim under it unless it is contained in the Application (if any) and /or the Policy Specifications.

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

We will, subject to the terms, conditions and exclusions contained herein or endorsed hereon, pay the benefits in respect of any or all of the contingencies herein defined happening during the period of insurance provided always that the due observance and fulfillment of all the terms, conditions and exclusions contained herein or endorsed hereon shall be a condition precedent to any liability on the part of the Company under this Policy.

1.3 INCONTESTABILITY

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

Except for non-payment of premiums or for fraud:

- (i) The validity of this Policy shall not be contestable by the Company after it has been in force during the lifetime of the Insured for two (2) years from the Policy Date or date of any reinstatement, whichever is later;

- (ii) The validity of any increase in premium shall not be contestable after it has been in force during the lifetime of the Insured for two (2) years from the effective date of such increase.

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

1.4 SUICIDE

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

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

1.5 MISSTATEMENT OF AGE AND/OR SEX

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

If the Insured's age has been overstated or sex has been misstated and as a result of which excess premium has been paid, any excess premium paid shall be refunded.

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

- (i) would not have been issued; or
- (ii) would have terminated at an earlier date,

the only amount payable by the Company for the period that coverage would not have been in force will be the premiums paid for that period.

1.6 FREEDOM FROM RESTRICTIONS

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

1.7 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.

1.8 CURRENCY AND PLACE OF PAYMENT

All amounts payable to or by the Company will be payable in the policy

currency shown in the Policy Specifications subject to the applicable laws, regulations and guidelines issued by the relevant regulatory authorities from time to time. Nevertheless, the Company shall have the absolute discretion to accept payment or make payment (including but not limited to accepting premium payment, making any benefit payment or granting a loan) in Hong Kong dollars using the prevailing market-based exchange rate as determined by the Company from time to time on the date that the payment is processed. All amounts due from the Company will be payable at its Hong Kong office.

1.9 OWNERSHIP

In this Policy, the words “you” and “your” refer to the Policy Owner of this Policy. As the Policy Owner, you have all rights of ownership in this Policy while it is in force. To exercise these rights, you do not need the consent of any Beneficiary or trustee of this Policy. Any change of ownership requires 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 payment it has made or other action it has taken before the change takes effect.

1.10 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.

1.11 BENEFICIARY

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

this Policy if the Insured dies while it is in force.

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

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

If the Policy Owner is not the Insured and the Beneficiary dies before the Insured or within thirty (30) days after the Insured's death, the Death Benefit, Additional Death Benefit (if applicable) and Additional Accidental Death Benefit (if applicable) shall be paid to the Policy Owner, his estate, his personal representatives or other persons entitled to receive the same as the Company considers appropriate at its sole and absolute discretion. If the Beneficiary dies beyond thirty (30) days after the

Insured's death, the Death Benefit shall be payable to the Beneficiary's estate.

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

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

If there is more than one Beneficiary, the Death Benefit, Additional Death Benefit (if applicable) and Additional Accidental Death Benefit (if applicable) shall be paid to the Beneficiaries in the proportion specified by you. If you have not specified the proportion of the Death Benefit,

Additional Death Benefit (if applicable) and Additional Accidental Death Benefit (if applicable) to be paid to each Beneficiary or all the proportions add up to a figure other than 100%, the Company shall have the discretion to pay the Death Benefit, Additional Death Benefit (if applicable) and Additional Accidental Death Benefit (if applicable) to all the Beneficiaries in equal shares or in such proportion as the Company thinks appropriate.

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

1.12 TAX AND REPORTING

In order for the Company to issue the Policy to you and/or to provide some or all of the benefits that are otherwise available to you under its terms and/or for the Policy to remain in force in accordance with the

terms hereunder, you undertake to assist the Company to meet its Tax and Financial Reporting Obligations in the manner and upon the terms and conditions as set out in sub-clauses (a) to (h) herein below.

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

i. required to collect, gather, store, compile, use and process Information and to disclose and/or transmit any of the Information to a Relevant Authority (or to withholding agents, custodians, qualified intermediaries, and other intermediaries who are responsible for the transmittal of funds under this Policy to your account) in accordance with any local or foreign law, regulation, code or guideline and/or to satisfy the Company's Tax and Financial Reporting Obligations and the Relevant Authority may be located outside of Hong Kong.

ii. required to transfer your Information to third parties (including to the Group) for the purpose of providing outsourced services to support the Group's business operations and that these service providers and data processors may be located outside of Hong Kong.

(b) You acknowledge you have provided the Company with the relevant Information and hereby consent and agree that the Company may collect, store, compile, use and process such Information and disclose, transfer and/or report such Information to the Relevant Authority (or to withholding agents, custodians, qualified intermediaries, and other intermediaries who are responsible for the transmittal of funds under this Policy to your account) and any third party service providers and data processors referred to in Clause 1.12 above.

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

i. employees, directors, officers, contractors, agents, shareholders and Controlling Persons;

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

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

- (d) If any of the Information provided by you to the Company changes, you agree to inform the Company in writing of any such change within thirty (30) days from the date of the relevant change.

- (e) If any of the Information provided by you to the Company and/or any other companies within the Group is false, misleading, or inaccurate and such Information causes the Company and/or any other companies within the Group to be in breach of any provision of any law(s), legislation(s), regulation(s) or code(s) of practice/conduct in Hong Kong or in any foreign jurisdiction to which the Group or the

relevant company is subject, or as assumed by it in relation to Tax and Financial Reporting Obligations, you will fully and continually indemnify the Company and/or each such company within the Group from and against any and all claims, losses and liabilities incurred as a result of any failure on your part to ensure the truthfulness and accuracy of such Information.

- (f) Upon the Company's written request to you ("Request"), you shall, within thirty (30) days of the date of the Request, provide the Company with any Information requested by it ("Required Information") or take such other action as specified in the Request that We reasonably believe or consider to be required in order to comply with its Tax and Financial Reporting Obligations.

In the event where you fail to provide the Company with any of the Required Information or to take such other action as is specified by the Company in the Request within the time period stated in the Request, (and if the Company reasonably believes it to be necessary for it to comply with its Tax and Financial Reporting Obligations,) the

Company shall be entitled to, upon prior written notice to you, and you hereby irrevocably authorize the Company to, and without incurring any liability whatsoever to you or any other person for these actions:

- i. report the Policy to a Relevant Authority;
- ii. disclose or transmit any of the Information to a Relevant Authority;
- iii. withhold any part or all of any payment, sum or benefit that would otherwise be paid or would accrue to you, Insured and/or Beneficiary (as applicable) under the Policy and/or permanently pay over or otherwise account for all or part of such withheld amount to a Relevant Authority and whether calculated by the Company or as specified by the Relevant Authority or by any law, legislation or regulation of Hong Kong or any foreign jurisdiction; and/or
- iv. take any such other action(s) as may be reasonably required in the circumstances or as directed or designated by a Relevant Authority

including but not limited to making adjustments to the calculated values, balances, benefits or entitlements under the Policy.

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

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

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

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

1.13 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.

1.14 ENGLISH TEXT PREVAILS

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

1.15 CLERICAL ERROR

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

1.16 THIRD PARTY RIGHTS

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

Part II - Basic Provisions

2.1 DEFINITIONS

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

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.

Accidental Death means death caused, directly and independently of all other causes, solely by an Accident.

Additional Accidental means the benefit payable pursuant to Clause 4.1.2 under the Payment of Benefit Provisions, being the

Death Benefit amount payable on the Accidental Death of the Insured.

Death Benefit means the benefit payable pursuant to Clause 4.1.1 under the Payment of Benefit Provisions.

Guaranteed

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

Single Premium means the premium in respect of the Basic Plan specified as such in the Policy Information Sheet

3-Year Savings means the name of the series of insurance plans
Insurance Plan issued by the Company with the version number specified in the Policy Specifications.

Table of Values means the table headed "Table of Values" issued together with and formed part of the Policy Specifications.

Total Premiums Paid means the total premiums paid for the Basic Plan. Rider premiums, if any, shall be excluded from the calculation of the Total Premiums Paid. If the Single Premium is reduced, the Total Premiums Paid shall also be reduced proportionally.

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.

This Policy will remain in force until the first occurrence of any one of the

following events:

- (i) the death of the Insured;
- (ii) the Company approves the Policy Owner's written request for surrender; or
- (iii) this Policy reaches the Maturity Date.

2.3 MULTIPLE POLICIES

If there is more than one 3-Year Savings Insurance Plan policy issued to the Insured with total sum of premium exceeding (i) HKD4,000,000 if the policy currency of each such policy is denominated in HKD; or (ii) USD500,000 if the policy currency of each such policy is denominated in USD; or (iii) CNY4,000,000 if the policy currency of each such policy is denominated in CNY; or (iv) the highest of HKD4,000,000, USD500,000 or CNY4,000,000 if the Insured is covered by policies denominated in a combination of HKD and/or USD and/or CNY (adopting the currency denomination as expressed in those of the relevant policies), the Company shall have the sole and absolute discretion to treat the Insured as being covered only under the policies issued at the earlier Policy Issue Dates with total sum of premium not exceeding the aforesaid prescribed amount, and the other policy or policies issued with the later Policy Issue Dates shall be deemed to be null and void as from the policies' respective effective dates. The payment by the Policy Owner or acceptance by the Company of any premiums in respect of the voided policies shall not impose any liability on the Company except the refund of such premiums without interest.

Part III - Dividend Provisions

3.1 NON PARTICIPATING POLICY

This Policy is a non-participating policy and does not entitle the Policy Owner to participate in the profits or surplus of the Company.

Part IV - Payment of Benefit Provisions

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

4.1 DEATH BENEFITS

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 1.11 under the General Policy Provisions the benefits provided under Clause 4.1.1 and Clause 4.1.2 (if applicable) under the Payment of Benefit Provisions.

4.1.1 Death Benefit

4.1.1.1 Death Benefit

If the Insured dies while this Policy is in force, the Company shall pay the Death Benefit calculated according to the following formula:

Death Benefit shall be equal to:

- (a) The higher of:
 - (i) 101% of the Total Premiums Paid as at the date of death; or
 - (ii) 101% of the Guaranteed Cash Value as at the date of death.

4.1.1.2 Discharge

Subject to Additional Accidental Death Benefit Provisions, the receipt of the Death Benefit or other Proceeds under this Policy by the Beneficiary or by any person entitled to receive such Proceeds, or evidence that the Company's

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

4.1.2 Additional Accidental Death Benefit

4.1.2.1 Additional Accidental Death Benefit

Where an Accident occurs before the Policy Anniversary as stated under Termination of Additional Accidental Death Benefit (Policy Anniversary) in the Policy Information Sheet while this Policy is in force, the Company shall pay the Additional Accidental Death Benefit equivalent to the percentage of the Total Premiums Paid as at the date of the Insured's death as shown in the Policy Information Sheet.

The payment of the Additional Accidental Death Benefit under this Clause 4.1.2.1 shall be subject to the following requirements:

- (i) the Company receives due proof of the Accidental Death of the Insured;
- (ii) the Insured is not less than eighteen (18) years of Age and not more than

sixty (60) years of Age at the Policy Date; and

(iii) the Insured's Accidental Death occurs within one hundred and eighty (180) days after the Accident causing the Accidental Death of the Insured and before termination of coverage under this Policy.

This Additional Accidental Death Benefit is payable in addition to the Death Benefit provided under this Policy.

4.1.2.2 Discharge

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

4.1.2.3 Exclusions

The Company shall not be liable to pay any Additional Accidental Death

Benefit in respect of death of the Insured that is a direct or indirect result or consequence of, or directly or indirectly attributable to, any of the following:

(i) assault, murder, riot, civil commotion, strikes or terrorist activities.

Notwithstanding anything to the contrary, it is understood and agreed that this Clause 4.1.2.3 (i) shall not apply provided that the Insured has not committed or attempted to commit the acts stated in this Clause 4.1.2.3 (i);

(ii) war whether declared or undeclared or any act thereof, invasion or any warlike operations;

(iii) suicide or self-inflicted injuries while sane or insane;

(iv) violation or attempted violation of the law or resistance to arrest or participation in any brawl or affray;

(v) engaging in or taking part in (a) driving or riding in any kind of race; (b) professional sports; (c) underwater activities involving the use of breathing apparatus; or (d) flying or other aerial activity except as a fare-paying passenger in a commercial aircraft;

(vi) Accident occurring while or because the Insured is affected by alcohol or any drug;

(vii) poison, gas or fumes whether voluntarily or involuntarily taken;

(viii) disease or infection (except infection which occurs through an

accidental cut or wound), including infection with any Human Immunodeficiency Virus (HIV) and/or any HIV-related illness including AIDS and/or any mutations, derivations or variations thereof; or

(ix) childbirth, pregnancy, miscarriage or abortion.

4.1.2.4 Termination of Additional Accidental Death Benefit

The coverage granted under Clause 4.1.2.1 under the Payment of Benefit Provisions shall terminate upon occurrence of the earlier of the following:

- (i) the death of the Insured; or
- (ii) on the Policy Anniversary as specified under Termination of Additional Accidental Death Benefit (Policy Anniversary) in the Policy Information Sheet.

4.1.2.5 Notice and Proof of Claim

Written notice of the Insured's Accidental Death on which claim may be based must be given to the Company within twenty (20) days after the date of the Insured's Accidental Death and within ninety (90) days of such Accidental Death, satisfactory proof of death of the Insured in such form as the Company

shall prescribe must be furnished to the Company unless it can be demonstrated that there is reasonable cause for the failure to deliver such notice or proof of death of the Insured to the Company within the prescribed period, and that such documents have been given as soon as reasonably possible.

The Company shall have the right to request the claimant to provide evidence and shall have the right to conduct an autopsy where it is not forbidden by law.

4.2 MATURITY PAYMENT

If the Insured is then alive on the Maturity Date, an amount equal to Guaranteed Cash Value as at the Maturity Date will be paid to the Policy Owner.

4.3 SURRENDER

While this Policy is in force, the Policy Owner may surrender this Policy to the

Company for its surrender value. Such surrender value will be the Guaranteed Cash Value.

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

The Policy Owner's request for surrender must be submitted in writing on the Company's prescribed form to its Hong Kong office. Upon surrender, this Policy shall terminate and the Company shall have no further liability under this Policy.

Part V - Loan Provisions

5.1 POLICY LOAN

The Company will not grant any loan under this Policy.