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## DEFINITIONS

In this Policy,

**AGE** means age at the nearest birthday.

**APPLICATION** means the application form which is attached to and forms part of this Policy together with all supporting documents.

**BASIC PLAN** means the basic plan specified on the Policy Data Page.

**DATE OF ISSUE** is the date on which the coverage of this Policy becomes effective. It is shown on the Policy Data Page.

**DUE DATE** is the date on which each Premium is payable that is each of (i) the Policy Date and (ii) where payments have been agreed by the Company to be made by you monthly, quarterly, semi-annually or annually (as the case may be), the dates falling at corresponding monthly, quarterly, half-yearly or yearly intervals after the Policy Date (where applicable) until the date specified on the Policy Data Page.

**INSURED** is the life covered by this Policy while this Policy is in force. The Insured is named on the Policy Data Page.

**POLICY** means the Basic Plan and rider(s) which is / are attached to the Basic Plan.

**POLICY DATA PAGE** is the document attached to this Policy headed "Policy Data" which bears a Policy number for identification purpose.

**POLICY DATE** is the date on which this Policy becomes effective and is the date upon which this Policy anniversaries, Policy years, and Premium calculations are determined. It is shown on the Policy Data Page.

**PREMIUMS** mean the premiums payable to us under the terms of this Policy and **PREMIUM** means each Premium payable to us as stated on the Policy Data Page and as adjusted from time to time by us pursuant to the provisions of this Policy.

**SCHEDULE** means the Benefit and Premium Schedule appearing on the Policy Data Page.

**SUM ASSURED** means the sum assured of the Basic Plan specified on the Policy Data Page or any subsequent endorsement, whichever is later.

**TERM OF POLICY** means the Term of Policy specified on the Policy Data Page.

**We; we; Us; us; Our; our; Ours; or ours** refers to Chubb Life Insurance Company Ltd. (Incorporated in Bermuda with Limited Liability)

**Owner; You; you; Your; your; Yours; or yours** refers to the person who owns this Policy, and referred to as such on the Policy Data Page or any subsequent endorsement of this Policy.

## LIFE INSURANCE PROCEEDS PROVISION

When we have proof of the Insured's death, and provided that this Policy is in force at the time of death, we shall pay the Life Insurance Proceeds to the Beneficiary. The Life Insurance Proceeds shall include: the Sum Assured; plus benefits from riders, if any, as stated in this Policy. When we determine the amount of the Life Insurance Proceeds, there may be an adjustment to the last Premium.

Life Insurance Proceeds paid in one sum will bear interest compounded each year from the Insured's death to the date of payment at the interest rate determined by us from time to time.

Once the Life Insurance Proceeds are paid to the Beneficiary, we are released from any further liability of this Policy and this Policy is considered as cancelled and surrendered.

## POLICY OWNERSHIP PROVISION

**OWNER.** You are the Owner with all rights of ownership in this Policy. To exercise such rights, you do not require the consent of any Successor Owner or Beneficiary.

**SUCCESSOR OWNER.** A Successor Owner can be named in the Application, or in a notice you sign which is satisfactory to us. The Successor Owner shall become the new Owner when you die. If no Successor Owner is named or if a Successor Owner fails to survive you, then your estate shall become the new Owner when you die.

**CHANGE OF OWNERSHIP.** You can change the Owner of this Policy, from yourself to a new Owner, in a notice you sign which is satisfactory to us. When the change takes effect, all rights of ownership in this Policy shall pass to the new Owner.

When we record a change of Owner or Successor Owner, the changes shall take effect as of the date we receive your signed notice. We may require the changes to be endorsed on this Policy. Changing the Owner or naming a new Successor Owner cancels any prior record of Successor Owner, but does not change the record of the Beneficiary. We will not be responsible for any payments we make or other actions we take before we record the notice.

## BENEFICIARY PROVISION

**NAMING OF BENEFICIARY.** One (1) or more Beneficiaries can be named in the Application, or in a written notice to us.

If you have designated more than one (1) Beneficiary, the Life Insurance Proceeds shall be paid to the Beneficiaries in the proportion as specified by you. If you have not specified the proportion of the Life Insurance Proceeds to be paid to each Beneficiary or all the proportions added up to a figure other than one hundred percent (100%), we shall have the discretion to pay the Life Insurance Proceeds to all the Beneficiaries in equal shares.

**CHANGE OF BENEFICIARY.** You may at any time, in a written notice to us, revoke the designation of any Beneficiary without the Beneficiary's consent and designate any person as a new Beneficiary provided that:

- a. the revocation or designation is made while the Policy is in force; and
- b. before the death of the Insured.

We shall not assume any responsibility for the validity of any designation or revocation of Beneficiary. Such designation or revocation shall only be effective after we have received the written notice and recorded such change.

**DEATH OF BENEFICIARY.** Unless otherwise stated herein:

- (i) if there exists deceased Beneficiary(ies) at the time of the Insured's death, the deceased Beneficiary's share in the Life Insurance Proceeds will be divided proportionately among the surviving Beneficiary(ies);
- (ii) if no Beneficiary survives on the death of the Insured, you shall be entitled to the Life Insurance Proceeds if you are alive, otherwise to your estate.

If the Beneficiary / any of the Beneficiaries dies:

- (i) at the same time as the Insured, or
  - (ii) within fifteen (15) days after the death of the Insured and before we receive proof of the Insured's death,
- we shall pay the Life Insurance Proceeds as if that Beneficiary dies before the Insured.

**MINOR BENEFICIARY** If you designate a Beneficiary who is a minor at the time of designation, you shall appoint a trustee for the purpose of receiving the Life Insurance Proceeds on behalf of the Beneficiary.

If the Beneficiary continues to be a minor at the time of payment, the Life Insurance Proceeds shall be paid to the trustee. If no trustee has been appointed, the Life Insurance Proceeds shall be paid to the guardian of the Beneficiary.

If the Beneficiary ceases to be a minor at the time of payment, the Life Insurance Proceeds shall be paid to the Beneficiary.

**DISCHARGE** Our payment of the Life Insurance Proceeds to the Beneficiary, the trustee, or guardian of such Beneficiary, or anyone lawfully entitled to the Life Insurance Proceeds shall be a discharge to us for the same and shall be final and conclusive evidence that the Life Insurance Proceeds payable under this Policy has been duly received by the person entitled to the same and that all claims and demands whatsoever against us under this Policy have been fully satisfied.

## CONVERSION PROVISION

**CONVERSION OF TERM INSURANCE.** While this Policy is in force and provided the Insured is still alive, you can convert the Basic Plan, prior to the Policy anniversary when the Insured attains Age sixty-five (65), to any of our participating whole life or endowment plans then offered, without evidence of insurability on the Insured. The Premium for the Policy must be paid to the date of conversion and all documents and payments required for the new policy must be received. Any converted term insurance ends when the new policy takes effect. If only a part of the Sum Assured is converted, the remaining Sum Assured can only be continued subject to our minimum limit. If it does not meet those limits, this Policy will end at the time the new policy takes effect.

**NEW POLICY.** The policy date of the new policy will be the date of conversion. In the general provisions of the new policy, suicide exclusion and the incontestability provision will start on the Date of Issue or the date of last reinstatement of this Policy, whichever is later. The premium for the new policy will be based on the Insured's Age and the premium rate of the new policy at the date of conversion with the risk classification same as this Policy.

**AVAILABILITY OF RIDERS.** For any rider(s) that have been attached to the Basic Plan at the time you apply for conversion, you may change to have such rider(s) attached to the new policy without evidence of insurability on the Insured provided that it meets other underwriting requirements of the Company.

## PREMIUM PROVISION

**PAYMENT OF PREMIUM.** Each Premium is payable, while the Insured is alive, on or before its relevant Due Date. Premiums are payable at our Hong Kong office and will be payable up to the expiry date specified on the Policy Data Page.

The Premium for this Policy can be paid monthly, quarterly, semi-annually, or annually as agreed. The payment mode can be changed upon our receipt of your written request.

**GRACE PERIOD.** We allow thirty-one (31) days from the relevant Due Date for payment of each Premium. All insurance coverage continues during this Grace Period.

**NON-PAYMENT OF PREMIUM.** If a Premium is not paid by the end of the Grace Period, this Policy will lapse. All coverage under this Policy shall be automatically terminated at the time of lapse.

**RENEWAL OF POLICY.** While this Policy is in effect and upon the end of each Term of Policy, it can be renewed for the same term without evidence of insurability by paying Premiums in accordance with the Premium rate in effect on the date of renewal. Premium rates for the Basic Plan are not guaranteed and the Company reserves the right to review and adjust the premium rates for the Basic Plan from time to time upon a prior written notice to the Owner. In the event the period from the end of Term of Policy to the expiry date as stated on the Policy Data Page is shorter than the Term of Policy, the Policy will be renewed annually up to the day prior to the Policy anniversary when the Insured attains Age eighty-five (85) without evidence of insurability by paying Premiums in accordance with the Premium rate in effect on the date of renewal.

**REINSTATEMENT.** Within three (3) years after lapse, you may apply to reinstate this Policy if you have not surrendered it. We must have evidence of insurability that is acceptable to us. All overdue Premiums must be paid together with interest at such rates as declared by us from time to time. We do not need evidence of insurability if we receive the required payment within thirty-one (31) days after the end of the Grace Period.

## TERMINATION PROVISION

This Policy and the coverage under this Policy shall automatically terminate and the Premium for this Policy shall cease to be payable on the occurrence of the earliest of the following:

- (a) lapse of the Policy;
- (b) on the death of the Insured for whatever cause;
- (c) upon your written request for cancellation;
- (d) on the expiry date of the Basic Plan as specified on the Policy Data Page;
- (e) upon conversion of all of the Sum Assured to a new policy; or
- (f) when the remaining Sum Assured after converting part of the Sum Assured to a new policy is less than the minimum limit determined by the Company.

## GENERAL PROVISIONS

**ENTIRE CONTRACT.** This Policy, including the Policy Data Page, together with any attached riders or endorsements, and the Application shall be the Entire Contract of insurance. Only those officers authorized by our Board of Directors can change the contract, and then only in writing. Save where otherwise provided in this Policy, no changes will be made in the contract without your consent and our agreement. No agent is authorized to change this contract.

**COOLING-OFF PERIOD.** Within a period of twenty-one (21) days after the delivery of the Policy, or the issuance of a notice informing you or your representative about the availability of the Policy and the expiry date of the cooling-off period, whichever is earlier, you may cancel this Policy. In so doing, you have to submit a signed notice and return the Policy document (if any) to us. Upon such cancellation of this Policy, we will refund the total amount of Premium(s) without any interest, less any amount paid to you by the Company under this Policy, in the original currency paid by you subject to any fluctuation of exchange rate upon cancellation, provided that the amount refunded will not exceed the total amount you paid in the original currency under this Policy.

**APPLICATION.** In issuing this Policy, we have relied only on the statements made in the Application. All such statements are deemed to be representations. We assume that these statements are true and complete to the best of knowledge and belief of the person who made them.

**INCONTESTABILITY.** Except for material misrepresentation, fraud or non-disclosure, we will not contest:

- a. the Basic Plan after it has been in force during the lifetime of the Insured for two (2) years from the Date of Issue or the date of last reinstatement of the Policy, whichever is later; and
- b. any rider attached to the Basic Plan after it has been in force during the lifetime of the Insured for two (2) years from the Date of Issue or the effective date of the rider or the date of last reinstatement of the Policy, whichever is the latest.

If the Company contests the Policy for material misrepresentation, fraud or non-disclosure, any and all the monies paid to us under the Policy will be forfeited.

**SUICIDE EXCLUSION.** If the Insured commits suicide, while sane or insane, within two (2) years of the Date of Issue or the date of last reinstatement of the Policy, whichever is later, the coverage of this Policy and any attached term riders will end. The only amount payable will be the Premiums paid to us without any interest, less any amount paid to you by the Company under this Policy and any unpaid loan together with accrued interest.

**AGE AND SEX.** If the Age or sex of the Insured has been misstated, we shall adjust the benefit amount under the Policy accordingly. If the adjustment results in an increase in any benefit amount under the Policy, the Company shall have the discretion not to increase the benefit amount under the Policy and refund the overpaid Premium, if applicable.

Notwithstanding the above, if the Company determines that the Insured would not have been eligible for insurance coverage under the Policy if the correct Age or sex had been known to the Company at the time the Policy was originally issued, we shall terminate the Policy, and our liability shall be limited to a refund of the total Premium(s) paid to us without any interest, less any amount which has been paid to you by the Company under this Policy and any unpaid loans together with accrued interest.

**INDEBTEDNESS.** If there is any loan or indebtedness (including outstanding Premium) owing by you to us up to the date of any payment made by us under this Policy (including claim payment) or the date on which this Policy lapses, you shall pay such loan or indebtedness to us before receiving the payment from us under this Policy.

Notwithstanding anything herein contained, we reserve the right to set off any loan or indebtedness (including outstanding Premium) owing by you to us from any amount payable by us to you under this Policy without prior notice.

**ASSIGNMENT.** This Policy may be assigned as collateral security without the consent of any Beneficiary. All rights under this Policy shall then be transferred to the extent of the assignee's interest. The exact terms and conditions of the assignment are stipulated in our assignment form and shall be provided to you upon request.

We are not bound by any assignment unless the appropriate assignment form is received and approved by us. We are not responsible for the validity of any assignment as between the assignor and assignee, and shall be entitled to regard as valid any assignment in respect of which an assignment document has been lodged with and approved by us.

**PROTECTION AGAINST CREDITORS.** Except as stated in the Assignment provision, payments we make under this Policy are, to the extent that the law permits, exempt from the claims, attachments, or levies of any creditors.

**CURRENCY AND PAYMENT.** All amounts payable to us shall be payable in the currency stated on the Policy Data Page, or its equivalent, and can be made by cash, check or money order. All amounts payable by us will be payable by check in the currency stated on the Policy Data Page, or its equivalent.

Any Life Insurance Proceeds paid in one sum will bear interest compounded each year from the Insured's death to the date of payment at the interest rate determined by us from time to time.

**GOVERNING LAW.** Unless otherwise stated to the contrary, this contract is governed by and construed according to the laws of the Hong Kong Special Administrative Region.

**RIGHTS OF THIRD PARTIES.** The Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) does not apply to this Policy, and only the Company and the Owner or their authorized representatives can enforce the terms of this Policy.

**SANCTION LIMITATION AND EXCLUSION CLAUSE.** Whenever coverage, benefit or claim payment provided by this contract would be in violation of the United Nations Resolutions or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom, Hong Kong or United States of America, such coverage, benefit or claim payment shall be null and void.

**MISCELLANEOUS.** All terms and references to masculine shall also apply to feminine.

Any notice provided to us by you will be deemed received provided it is sent to and received by our Hong Kong office as stated on the back page of the Policy cover.

SAMPLE 樣本

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## 定義

此保單內，

「年齡」	指最接近生日之年歲。
「申請書」	指附於保單內的申請書及所有證明文件，此申請書為保單之一部份。
「基本計劃」	指於保單資料頁上所指定之基本計劃。
「簽發日」	指保單內所列保障的生效日期，此日期於保單資料頁上列明。
「到期日」	指當每次保費繳付日期，即每個(i)保單日期及(ii)在本公司同意下，您以每月、每季、每半年或每年的形式繳付，在保單日期後每個相隔一(1)個月、一(1)季、半年或一(1)年之相對日期，直至保單資料頁上指定之日期為止。
「受保人」	指保單有效期內受保障的人士，受保人並列明在保單資料頁內。
「保單」	指基本計劃及附加基本計劃之附加保障計劃。
「保單資料頁」	指附於保單內，頁首列有「保單資料」的文件。頁上印有保單編號，以茲識別。
「保單日期」	指本保單生效日期及用作介定保單週年、保單年期及保費計算的日期；此日期顯示在保單資料頁上。
「保費」	指按本保單條款應支付予本公司的保費及列明在保單資料頁上並由本公司不時調整，應支付予本公司的每次保費。
「計劃表」	指保單資料頁內之「利益及保費表」。
「保障額」	指於保單資料頁或任何其後附加批註上（以較後者為準）所指定之基本計劃的保障額。
「保單年期」	指於保單資料頁上所指定之保單年期。
「本公司」	指安達人壽保險有限公司（百慕達註冊）。
「保單持有人，您」	指擁有保單之人士；此人士顯示在保單資料頁或任何其後附加批註上。

## 人壽保險金條款

當收到受保人身故證明而如保單在受保人身故時仍然生效，本公司便將人壽保險金發給受益人。人壽保險金包括保單上所列明的保障額及適用的附加保障利益（如有）。在決定人壽保險金額時，本公司可能對最後一期的保費作出調整。

以全數一次付清方式發給的人壽保險金，由受保人身故至該金額發出期間，可獲利息給付。此利息以複息每年計算；年利率由本公司不時釐定。

當人壽保險金發給受益人後，本公司毋須對此保單再負上任何責任，保單亦等同被取消及終結。

## 保單持有權條款

### 持有人

您是保單持有人，並擁有一切保單的持有權。您毋須獲繼任持有人或受益人同意，便可行使權利。

### 繼任持有人

您可於申請書內，或以本公司所滿意的書面簽署通知本公司所指定之繼任持有人。當您身故，繼任持有人便成為新的持有人。但若沒有指定的繼任持有人或繼任持有人比您較早身故，您的遺產便成為新的持有人。

### 更改持有權

您可以本公司所滿意的書面簽署通知本公司更改持有人。當更改生效後，持有權將全歸新的持有人。

當本公司記錄持有人或繼任持有人的更改，此更改便由本公司收到您的書面簽署通知起生效，本公司可要求此更改列於保單批註內。更改持有人或指定一位新的繼任持有人，將取消繼任持有人過往任何紀錄，惟受益人之紀錄則如舊。本公司對在記錄有關書面通知前，所發出的任何款項或採取之行動均無須負上任何責任。



## 受益人條款

### 指定受益人

在申請書內，您可指定一（1）名或以上的受益人；或以書面通知本公司。

若您指定多於一（1）位受益人，人壽保險金將會按您指定的比例支付予受益人。倘若您並未指定支付予各受益人的人壽保險金比例，或所有比例的總和不等於百分之一百（100%），則本公司有酌情決定權，將人壽保險金的金額平均支付予各受益人。

### 更改受益人

您可隨時以書面通知本公司撤銷任何受益人的指定，而毋須得到受益人的同意，並可指定任何人士作為新的受益人；唯：

- a. 撤銷或指定受益人時，保單仍然生效；及
- b. 受保人須仍健在。

本公司毋須對受益人的指定或撤銷的有效性，承擔任何責任。任何受益人的指定或撤銷須以書面形式及經本公司記錄在案，方為有效。

### 受益人身故

除非另有說明：

- (i) 若有受益人比受保人較早身故，屬於已身故受益人之人壽保險金的份額會按比例分配予在生之受益人；
- (ii) 若所有受益人比受保人較早身故，您若在生便可獲取人壽保險金，否則該人壽保險金則撥入您的遺產。

若受益人/任何受益人：

- (i) 與受保人同時身故；或
  - (ii) 在本公司收到受保人身故的死亡證明前及受益人於受保人死後之十五（15）天內身故，
- 本公司則當作受益人比受保人較早身故發放人壽保險金。

### 未成年的受益人

若您指定的受益人於指定時尚未成年，您必須委託一位受託人以代表受益人領取人壽保險金。

若受益人於人壽保險金支付時尚未成年，人壽保險金將會支付予該受託人。若沒有指定的受託人，人壽保險金將會支付予受益人的監護人。

倘若受益人於人壽保險金支付時已成年，人壽保險金將會支付予受益人。

### 責任解除

本公司出示由受益人、受託人、受益人的監護人或任何人合法地有權獲得人壽保險金的簽署的收據，即為本公司就在保單下應付的人壽保險金的責任已獲解除。該等收據應被視為最終及不可推翻的證據，證明有權收款的人士已收妥該人壽保險金，且所有根據保單向本公司提出的索償及要求均已被圓滿滿足。

## 轉換條款

### 轉換定期保險

在保單生效期間，若受保人仍然在生，您可在受保人年齡達六十五（65）歲的保單週年日前轉換基本計劃為當時本公司所提供的終身人壽分紅保險或儲蓄計劃，而毋須提交受保人任何可受保證明。本保單的保費必須繳付至轉換日，而新保單所需之一切文件及款項亦必須繳交。當新保單生效後，任何所轉換的定期保險立即終止。若您只將部份保障額轉換，餘下之保障額必須合乎本公司訂下之最低標準，方可繼續生效。否則本保單將於新保單生效時終止。

### 新保單

新保單之保單日期為本保單轉換日。新保單一般條款內的自殺豁免責任及不得提出異議條款，將由本保單簽發日或保單的最後復效日起開始生效（以較後者為準）。新保單的保費將根據受保人當時年齡、轉換日之保費率，以及與本保單相若風險分類來釐定。

### 附加保障

任何於您申請轉換時已附加於基本計劃的附加保障，您可改為將該些附加保障附加於新保單而毋須提交受保人任何可受保證明，惟有關改變必須符合本公司的其他核保要求。

## 保費條款

### 繳付保費

在受保人的生存期內，您須根據相關之到期日或之前繳付保費。保費須於本公司的香港辦事處繳付，直至保單資料頁所示的屆滿日為止。

保費可以每月、每季、每半年或每年的形式繳付。您亦可以書面簽署通知更改繳付形式。

### 寬限期

本公司容許保費於相關到期日後三十一（31）天內繳付。於寬限期內，保障仍然生效。

### 停繳保費

若不能在寬限期內繳付保費，保單便告失效。保單失效時此保單提供的所有保障將自動終止。

### 保單續保

在保單生效時及於每一保單年期完結時，只需根據續保時的保費率繳交保費，保單便可以同一年期續保，而毋須提交任何可受保證明。基本計劃的保費率並非保證，本公司保留權利不時檢討基本計劃的保費率並在事先以書面通知保單持有人的情況下作出調整。倘由保單年期完結時至保單資料頁所示屆滿日期間較保單年期為短，在毋須提交任何可受保證明下，保單便將每年根據續保時的保費率繳交保費續保，直至受保人年齡達八十五（85）歲前的保單週年日的前一天。

### 復效

若沒有選擇退保，您可於保單失效後三（3）年內申請復效；惟須再次提供可受保證明，並獲本公司接納。此外，您須繳交一切逾期保費連利息，而該利率本公司將不時作出宣佈。若本公司於寬限期後三十一（31）天內收到所需款項，則毋須再次提供可受保證明。

## 終止條款

在下列任何情況下（以最早者為準），此保單及此保單提供的保障將自動終止，保費亦毋須繳付：

- (a) 保單失效；
- (b) 受保人因任何原因身故；
- (c) 您以書面要求取消本保單；
- (d) 按保單資料頁上列明的基本計劃的屆滿日；
- (e) 全數保障額轉換至新保單；或
- (f) 在部份保障額轉換至新保單後，餘下之保障額少於本公司訂下之最低標準。

## 一般條款

### 完整契約

完整保險契約是指本保單，包括保單資料頁，任何附加保障或附加批註，以及申請書。只有經董事局正式授權的人士方可以書面更改契約。除本保單列明外，沒有您和本公司同意，不得更改契約內容。任何保險代理亦無權更改契約。

### 冷靜期

您可於保單交付予您或您的代表，或已經可以領取保單以及冷靜期屆滿日的通知書發予您或您的代表後起計二十一（21）天內（以較先者為準）取消保單。唯您必須提交簽署聲明及退還保單（如有）給我們。保單取消時，本公司將以您原先繳付的貨幣退回所有已繳的保費總額（不包括任何利息），及扣除本公司根據保單給您發放的任何金額，而退回的所有已繳保費須受於取消保單時之匯率波動所影響。退款金額將以您原先於此保單繳付的貨幣並以當時所繳金額作上限。

### 申請書

本公司批核保單時，乃根據申請書內的聲明。所有的聲明是一種陳述。本公司將所填報資料當作是資料申報人之所知所信，均為事實之全部，並確實無訛。

### 不得提出異議

除誤導重要事實、欺詐或隱瞞外，本公司不得：

- a. 從簽發日或保單的最後復效日起計（以較後者為準），受保人生存期間基本計劃持續有效超過兩（2）年後，對基本計劃提出異議；和
- b. 從簽發日或附加保障的生效日或保單的最後復效日起計（以最後者為準），受保人生存期間任何附加於基本計劃的附加保障持續有效超過兩（2）年後，對該附加保障提出異議。

若本公司因誤導重要事實、欺詐或隱瞞而爭議保單，本公司根據保單收取的任何及所有款項將被沒收。

### 自殺的豁免責任

若受保人從簽發日或保單的最後復效日起計（以較後者為準），兩（2）年內自殺身故，不論當時神志清醒與否，本公司將終止保單內的保障及任何附加定期保險。本公司將只支付已繳交的保費（不包括任何利息），並扣除本公司根據保單給您發放的任何金額及任何未償還貸款及其累積利息。

### 年齡及性別

如受保人的年齡或性別被錯誤陳述，本公司將會相應地調整保障金額。倘若調整後導致保障金額增加，本公司有酌情決定權，不增加保障金額及退回多付的保費（如適用者）。

儘管有上述規定，倘若本公司認為於保單最初簽發時，如本公司知悉受保人的正確年齡或性別，已令受保人不符合保單的投保資格，則本公司會終止保單，而本公司的責任只限於退回所有已繳保費（不包括任何利息），並扣除本公司根據保單給您發放的任何金額及保單內任何未償還貸款及其累積利息。

### 負債

當本公司根據保單給您發放任何金額（包括索償金額）或當保單失效時，如您有未償還貸款或負債（包括未繳清之保費），您必須先償還貸款或負債，才可獲本公司發放有關之金額。

儘管有上述規定，本公司保留權利在任何根據保單給您發放的金額中，扣除您未償還的貸款或負債，而不作事先通知。

### 轉讓

保單可毋須經受益人同意而作為抵押品被轉讓，而保單附有的所有權利將按承讓人的權益為限予以轉讓。轉讓的細則及條款列於轉讓表格，並將於您提出要求時提供。

除非本公司已收到適當的轉讓表格及批准該轉讓，否則本公司將不會受到任何轉讓的約束。本公司不會對轉讓人及承讓人之間進行的轉讓的有效性，承擔任何責任，並只會視任何已遞交轉讓文件及獲批准的轉讓為有效。

### 豁免債權人追討

除非轉讓條款內列明，否則在法律允許之情況下，本公司按保單所發放的金額，乃豁免任何債權人的索償、扣押或徵收。

### 貨幣及付款

任何金額必須根據保單資料頁指定之貨幣或同等幣值以現金、支票或匯票形式支付。本公司則根據保單資料頁指定的貨幣或同等幣值以支票發放金額。

任何以全數一次付清方式發給的人壽保險金，由受保人身故至該金額發出期間，可獲利息給付。此利息以複息每年計算；並由本公司不時釐定。

### 遵照法律

除非另有訂明，本契約乃依據香港特別行政區之法律監管及解釋。

### 第三者權利

《合約（第三者權利）條例》（香港法例第 623 章）並不適用於本保單，只有本公司及保單持有人或其授權代表可以行使本保單之條款。

### 制裁限制與除外條款

但凡根據本合約下提供之保障、保障利益或索償會違反聯合國決議或歐洲聯盟、英國、香港或美國的經濟貿易制裁、法律或法規，該保障、保障利益或索償即屬無效。

**雜項**

任何適用於男性的條款及規定，亦適用於女性。

如您呈交的書面通知是寄到於保單後頁指定的香港辦事處及收妥，該通知將被當作已由本公司收妥。

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