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## DEFINITION

Capitalized words or terms that appear in this document shall, unless the context otherwise provides, carry the meaning as defined below:

<b>Acquired Immunodeficiency Syndrome or AIDS</b>	shall have the meaning ascribed to such term by the World Health Organization from time to time.
<b>Advance Payment</b>	means one hundred percent (100%) of the Sum Assured or USD2,000,000, whichever is lower.
<b>Age</b>	means the age at the nearest birthday.
<b>Application</b>	means the application document together with all supporting documents which were submitted to us by you for applying this Policy and which form part of the Policy.
<b>Basic Plan</b>	means the basic plan issued by the Company which is shown on the Policy Data Page.
<b>Beneficiary</b>	refers to the beneficiary as defined in Beneficiary Provision under the Policy.
<b>Benefit Expiry Date</b>	means the date on which the Basic Plan expires and shown on the Policy Data Page.
<b>Company, we, our or us</b>	refers to Chubb Life Insurance Company Ltd. (incorporated in Bermuda with limited liability).
<b>Date of Issue</b>	means the date on which the coverage of this Policy becomes effective and which is shown on the Policy Data Page.
<b>Death Benefit</b>	refers to the Death Benefit of the Basic Plan as defined in Clause 26 under the Policy.
<b>Due Date</b>	means the date on which Premium is payable, that is (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, each of the dates falling at corresponding monthly, quarterly, half-yearly or yearly intervals after the Policy Date until the Benefit Expiry Date specified on the Policy Data Page.
<b>Guaranteed Premium Term</b>	means the Guaranteed Premium Term specified on the Policy Data Page.
<b>Human Immunodeficiency Virus or HIV Infection</b>	shall be deemed to have occurred where blood or other relevant test(s) indicate, in the opinion of the Company, either the presence of any Human Immunodeficiency Virus, antigens or antibodies to such a virus.
<b>Insured</b>	means the person whose life is insured and covered under this Policy named in the Policy Data Page or any subsequent endorsement of this Policy. The Insured cannot be altered after the Date of Issue.
<b>Life Insurance Proceeds</b>	refers to the Life Insurance Proceeds as defined in Clause 26 under the Policy.
<b>Owner, you or your</b>	means the person who owns this Policy named in the Policy Data Page or any subsequent endorsement of this Policy.
<b>Policy</b>	means the Basic Plan together with the Application, the Policy Data Page, any rider which is attached to the Basic Plan, and any endorsement or amendment made to the Policy which are duly signed by the Company's authorized signatory.
<b>Policy Anniversary</b>	means the same date in each subsequent year as the Policy Date. If the Policy Date is 29 February of a leap year, then the Policy Anniversary will be 28 February in non-leap year.
<b>Policy Data Page</b>	means the document attached to this Policy titled "Policy Data" which bears a Policy number for identification purpose.
<b>Policy Date</b>	means the date on which Policy Anniversaries, Policy Years, Policy months and Premium calculations are determined, and referred to as such on the Policy Data Page.
<b>Policy Year</b>	means each twelve-month period starting on the Policy Date.
<b>Pre-existing Condition</b>	means any condition or illness which existed or was existing, or the cause or signs or symptoms of which existed or were existing or evident, or any condition or illness which the Insured suffered or was suffering from, prior to the Date of Issue of the Policy or any subsequent date of reinstatement of the Policy or the date of issue of any subsequent endorsement, whichever is the latest, unless the condition or illness had been notified to and accepted by us.
<b>Premium</b>	means the premium payable to the Company under this Policy.

<b>Professional</b>	means any work requiring membership in a recognized professional body (e.g. chartered public accountant, actuary, practitioner of Western medicine, solicitor and the like).
<b>Registered Medical Practitioner</b>	means only a person qualified by a degree in western medicine legally authorized in the geographical area of his practice and registered in accordance with the Medical Registration Ordinance (Chapter 161, Laws of Hong Kong) or its equivalent in that person's place of practice to practice medicine or to render medical or surgical services or to perform surgery but excluding Registered Medical Practitioner who is the Insured himself and/or Owner and/or Beneficiary(ies), an insurance agent, business partner(s), employer/employee of the Insured and/or Owner and/or Beneficiary(ies), the immediate family member of the Insured and/or Owner and/or Beneficiary(ies) or related by blood or marriage or adoption to the Insured and/or Owner and/or Beneficiary(ies).
<b>Registered Specialist</b>	means a practitioner registered in the Specialist Registry of the Medical Council of Hong Kong or equivalent and qualified to practice specialist care according to the qualified specialty in the geographical area in which service was provided but excluding a Registered Specialist who is the Insured himself and/or Owner and/or Beneficiary(ies), an insurance agent, business partner(s), employer/employee of the Insured and/or Owner and/or Beneficiary(ies), the immediate family member of the Insured and/or Owner and/or Beneficiary(ies) or related by blood or marriage or adoption to the Insured and/or Owner and/or Beneficiary(ies).
<b>Relative</b>	means spouse, parents, parents in law, brothers, sisters, children, grandparents, uncles, aunts, step parents, step children, nieces and nephews.
<b>Self-employed</b>	means a person carrying on a business in Hong Kong alone or as a partner in a partnership, working for a company or firm in which the person has a financial interest, controlling a company or firm either alone or with others, or working for a company or firm and connected in any way with a person who has control (either alone or with others) over the company or firm.
<b>Sum Assured</b>	means the sum assured of the Basic Plan specified on the Policy Data Page or any subsequent endorsement of the Policy.
<b>Terminal Illness</b>	means a medical condition of the Insured: <ul style="list-style-type: none"> <li>(a) the signs or symptoms of which first occur or commence after ninety (90) days of continuous cover under this Policy; and</li> <li>(b) for which the diagnosis is supported by evidence of the medical condition which is satisfactory to us (including but not limited to clinical, radiological and laboratory evidence); and</li> <li>(c) for which the conclusive diagnosis (with written confirmation) is provided by a Registered Specialist or a Registered Medical Practitioner in the appropriate medical specialty, of a condition that death is highly probable within twelve (12) months and medical opinion has rejected active therapy in favour of the relief of symptoms. This decision must be confirmed by the medical advisor appointed by us.</li> </ul>
<b>Terminal Illness Benefit</b>	refers to terminal illness benefit as defined in Clause 27 under the Policy.
<b>Unemployed</b>	means you do not engage in any work, labour, trade, profession, business or vocation for wages, remuneration or profit. You must not receive any income and you must also be available and actively looking for employment.
<b>Unemployment</b>	means the state of being unemployed. Unemployment will not begin until after the end of any period in respect of which you receive payment in lieu of notice.
<b>Unemployment Benefit</b>	refers to the unemployment benefit as defined in Clause 28 under the Policy.

## GENERAL PROVISIONS

### 1. CONSIDERATION

- 1.1 In consideration of the payment of the Premium and on the basis of all information, medical evidence, statements, declarations submitted to the Company, the Company hereby agrees to issue this Policy to cover the Insured and provide for benefits in accordance with the terms and conditions of the Policy.
- 1.2 This Policy constitutes the entire contract between you and us.

### 2. 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.

### 3. 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.

### 4. 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.

### 5. CURRENCY

- 5.1 All amounts payable to us shall be payable in the currency stated on the Policy Data Page, or its Hong Kong Dollar equivalent, and can be made by cash, check or money order.
- 5.2 All amounts payable by us shall be payable in the currency stated on the Policy Data Page, or its Hong Kong Dollar equivalent.
- 5.3 The currency exchange rate is determined by us and subject to change from time to time.

### 6. AMENDMENT OF TERMS AND CONDITIONS

- 6.1 We reserve the right to amend the terms and conditions of this Policy at any time pursuant to any applicable legislation and/ or regulation effective during the term of the Policy by giving written notice to you.
- 6.2 This Policy is subject to any amendment set out in subsequent endorsements issued by us.

### 7. CHANGE OF PERSONAL PARTICULARS

- 7.1 You shall inform us in writing without delay of any change of your personal particulars.
- 7.2 Such change shall only be effective on a date advised by us in writing.

### 8. INCONTESTABILITY

- 8.1 Except for material misrepresentation, fraud or non-disclosure, we shall 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 any subsequent date of reinstatement, whichever is the latest; 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 any subsequent date of reinstatement, whichever is the latest.
- 8.2 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.

### 9. SUICIDE EXCLUSION

- 9.1 If the Insured commits suicide, while sane or insane, within two (2) years of the Date of Issue or any subsequent date of reinstatement whichever is the latest, the coverage of the Policy shall end.
- 9.2 Notwithstanding any other terms and conditions of the Policy to the contrary, the only amount payable under the Policy shall be 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.

### 10. AGE AND SEX

- 10.1 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.
- 10.2 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.

## **11. INDEBTEDNESS**

- 11.1 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 any payment from us under this Policy.
- 11.2 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.

## **12. COOLING-OFF PERIOD**

Within a period of twenty-one (21) calendar days immediately following either the day of delivery of the Policy or a notice informing you or your nominated representative about the availability of the Policy and the expiry date of the cooling-off period, whichever is earlier, you may cancel this Policy. If the last day of the 21-calendar day period is not a working day, the cooling-off period shall include the next working day. In cancelling this Policy, 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) paid to us 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.

## **13. CLERICAL ERROR**

Clerical errors by the Company shall not invalidate insurance otherwise validly in force, nor continue insurance otherwise not validly in force, and the Policy shall be construed as if any such clerical errors have not been committed.

## **14. LEGALITY**

If any term or condition of this Policy shall be determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, it shall not affect the legality, validity or enforceability of any other term or condition of the Policy.

## **15. NOTICE**

- 15.1 You are deemed to have received a notice given by the Company forty-eight (48) hours after the notice is posted to your address last known to us in our record if the address is in Hong Kong or is deemed to have received the notice after the usual lapse of time when mail should be received by the addressee from the sender in the normal course of air-mail when the notice is sent to your last known address outside Hong Kong.
- 15.2 All written notice or information given to us by you under the Policy shall be:
- signed by you;
  - in a form prescribed by us or in other ways acceptable to us; and
  - satisfactory to us.

## **16. INTERPRETATION**

- 16.1 Reference to Clauses is to clauses of this Policy. Headings are inserted for convenience of reference only and shall not affect the interpretation of this Policy.
- 16.2 Unless the context otherwise provides, the singular of a term shall include the plural of the term and the masculine shall include the feminine and vice versa.

## **17. TERMINATION**

This Policy and the coverage under this Policy shall be automatically terminated on the occurrence of the earliest of the following:

- lapse of this Policy;
- the Benefit Expiry Date;
- death of the Insured;
- your written request for cancellation;
- upon the successful conversion of all of the Sum Assured of this Policy to a new policy and when the new policy takes effect pursuant to Clause 29.1;
- when the remaining Sum Assured after converting only a part of the Sum Assured to a new policy is less than the minimum Sum Assured requirement determined by the Company; or
- the Advance Payment paid under Clause 27.1 is equivalent to one hundred percent (100%) of the Sum Assured.

## OWNERSHIP PROVISION

### 18. OWNERSHIP

While this Policy is in force, you are the Owner of this Policy and can exercise all rights, privileges and options provided under this Policy subject to rights transferred to any assignee under Clause 20 of this provision.

### 19. SUCCESSOR OWNER

- 19.1 A successor owner ("Successor Owner") can be named in the Application, or by written notice to us. Such naming is valid only if recorded and approved by us and an endorsement has been issued by us in relation thereto. We shall not assume any responsibility for any payments we make or other actions we take in accordance with the Policy before the naming is valid.
- 19.2 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, your estate shall become the new Owner when you die.
- 19.3 Naming a new Successor Owner cancels any prior record of Successor Owner, but does not change the record of the Beneficiary.

### 20. CHANGE OF OWNERSHIP

- 20.1 When this Policy is in force, you may submit request to change the Owner of this Policy, from yourself to a new Owner, by written notice to us. Such change is valid only if recorded and approved by us and an endorsement has been issued by us in relation thereto. We shall not assume any responsibility for any payments we make or other actions we take in accordance with the Policy before the change becomes valid.
- 20.2 Once the change becomes valid, all rights of ownership in this Policy shall pass to the new Owner.
- 20.3 Changing the Owner cancels any prior record of Successor Owner, but does not change the record of the Beneficiary.

## BENEFICIARY PROVISION

### 21. NAMING OF BENEFICIARY

- 21.1 One (1) or more Beneficiaries can be named in the Application, or by written notice to us.
- 21.2 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.

### 22. REVOCATION OF BENEFICIARY

- 22.1 You may at any time, by 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:
- the revocation or designation is made while the Policy is in force; and
  - before the death of the Insured.
- 22.2 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.

### 23. MINOR BENEFICIARY

- 23.1 If you designate a Beneficiary who is a minor at the time of designation, you shall appoint a trustee for the purposes of receiving the Life Insurance Proceeds on behalf of the Beneficiary.
- 23.2 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 legal guardian of the Beneficiary.
- 23.3 If the Beneficiary ceases to be a minor at the time of payment, the Life Insurance Proceeds shall be paid to the Beneficiary.

### 24. DEATH OF BENEFICIARY

- 24.1 Unless otherwise stated herein:
- 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);
  - 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.
- 24.2 If the Beneficiary / any of the Beneficiaries dies:
- at the same time as the Insured, or
  - within fifteen (15) days after the death of the Insured and before we receive proof of the death of the Insured, we shall pay the Life Insurance Proceeds as if that Beneficiary dies before the Insured.

### 25. DISCHARGE

Our payment of the Life Insurance Proceeds to the Beneficiary, the trustee or legal 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.

## BENEFITS PROVISION

### 26. LIFE INSURANCE PROCEEDS

- 26.1 Provided that this Basic Plan is in force at the time of death of the Insured, we shall pay the Life Insurance Proceeds in one lump sum to the Beneficiary after we have received, verified and approved satisfactory proof of:
- the Insured's death;
  - all other relevant evidence of the claim; and
  - the identity of the Beneficiary and/or the payee.
- 26.2 The Life Insurance Proceeds paid in one lump sum will bear interest after thirty (30) days following the day when we have received satisfactory proof of claim pursuant to Clause 26.1 to the date of payment at the interest rate determined by us from time to time.
- 26.3 Death Benefit payable under the Basic Plan shall be one hundred percent (100%) of the Sum Assured at the Insured's death.
- 26.4 The Life Insurance Proceeds shall be equal to:
- Death Benefit payable under the Basic Plan; plus
  - benefits from riders, if any; plus
  - surplus of Premium of Basic Plan and rider(s) paid for the period after the date of death of the Insured to the date preceding the next Due Date, if any; less
  - outstanding Premium until the date of death of the Insured, if any; less
  - unpaid loan or indebtedness owing by you to us at the Insured's death, if any.

### 27. TERMINAL ILLNESS BENEFIT

- 27.1 While the Policy is in force, we shall pay the one-off Advance Payment to the Owner if the Insured is diagnosed with a Terminal Illness.
- 27.2 Upon payment of the Advance Payment under the Terminal Illness Benefit:
- the Sum Assured shall be reduced by the amount paid;
  - the Premium shall be based on the Sum Assured before such reduction;
  - any change in the Sum Assured and the policy conversion under Clause 29 shall not be allowed; and
  - the Terminal Illness Benefit shall automatically terminate.
- 27.3 Exclusions:
- No Advance Payment will be payable under the Terminal Illness Benefit:
- if there is any Pre-existing Condition of the Insured, unless the Pre-existing Condition(s) had been declared to the Company prior to the Date of Issue of the Policy or any subsequent date of reinstatement of the Policy or the date of issue of any subsequent endorsement (whichever is the latest) and the Company had agreed to cover such Pre-existing Condition(s);
  - where the Terminal Illness results from or is related (directly or indirectly) to Acquired Immunodeficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV) Infection; or
  - where the Terminal Illness results from attempted suicide or intentionally self-inflicted injury while sane or insane.

### 28. UNEMPLOYMENT BENEFIT

- 28.1 While this Policy is in force and has been effective for two (2) Policy Years or above and prior to the Policy Anniversary when the Owner is at Age sixty-five (65), in the event that the Owner is Unemployed for at least thirty (30) days consecutively, the Grace Period under Clause 33 in respect of the first Premium due after the 30th day of consecutive Unemployment shall extend to one hundred and eighty (180) days after its Due Date (the "Extended Grace Period").
- 28.2 Premium will continue to accrue during the Extended Grace Period and the Non-payment of Premium clause (Clause 34) will apply only after the end of the Extended Grace Period.
- 28.3 The Policy will remain effective during the Extended Grace Period. Any Premiums due and unpaid between the first Due Date and the claim approval date, as well as any other indebtedness, will be deducted from any benefit payout during the Extended Grace Period.
- 28.4 This one-off Unemployment Benefit shall automatically terminate at end of the Extended Grace Period.
- 28.5 Exclusions:
- The Unemployment Benefit under this Policy shall not be available in the following instances:
- if any period of Unemployment does not qualify you for payment of severance benefits under the Employment Ordinance (Chapter 57, Laws of Hong Kong);
  - if your Unemployment commences within two (2) years of the Policy Date, the Date of Issue, any subsequent date of reinstatement or the effective date of last change of ownership of the Policy, whichever is the latest;
  - if you are Self-employed (except Professional);
  - if you work for a company or firm in which your Relative(s), alone or in aggregate, has 50% or more ownership in the company or firm or otherwise exercises control;
  - Unemployment or prospect of Unemployment that you knew of or should reasonably have known of on or before the Policy Date, the Date of Issue, any subsequent date of reinstatement or the effective date of last change of ownership of the Policy, whichever is the latest;
  - Unemployment caused by or resulting from your misconduct or any action that contributes to or leads to you being dismissed, or you resign, retire or take voluntary redundancy; or
  - Unemployment after the end of a fixed term contract, a contract for a specific task or a period of training or apprenticeship.



## CONVERSION PROVISION

### 29. POLICY CONVERSION

#### 29.1 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 is at Age seventy (70), to any of our participating whole life or endowment plans then offered and determined by the Company, without evidence of insurability on the Insured. The Premium for this Policy must be paid to the date of conversion and all documents and payments required for the new policy must be received by the Company. If the Sum Assured is fully converted to a new policy, this Policy will end at the time when the new policy takes effect. If only a part of the Sum Assured is converted to a new policy, this Policy with the reduced Sum Assured can only be continued subject to our minimum Sum Assured requirement. If this Policy does not meet the minimum Sum Assured requirement, this Policy will end at the time when the new policy takes effect.

#### 29.2 New Policy

The policy date of the new policy will be the date of conversion. In the general provisions of the new policy, the relevant periods specified in the suicide exclusion clause and the incontestability clause will be counted from the Date of Issue or any subsequent date of 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.

#### 29.3 Availability of Riders

For any rider(s) that have been attached to the Basic Plan at the time you apply for conversion, you may apply 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, subject to our approval.

## PAYMENT OF CLAIM PROVISION

### 30. NOTICE OF CLAIM

- 30.1 We must be notified in writing within twenty (20) days from the date of death of the Insured. Failure to do so may invalidate a claim unless it was not reasonably possible to give such notice and notice was given as soon as reasonably possible.
- 30.2 We must be notified in writing within sixty (60) days from the date after the initial diagnosis of Terminal Illness in the event of a claim for the Terminal Illness Benefit and failure to do so may invalidate a claim unless it can be shown that it was not reasonably possible to give such notice and that notice was given as soon as was reasonably possible. Admission of any claim will be subject to the proof as required to be provided by you or the Insured within one hundred and eighty (180) days from the date of the initial diagnosis.
- 30.3 Written notice of a claim for the Unemployment Benefit must be submitted to us within thirty (30) days after Unemployment commences and affirmative proof of Unemployment as required must be furnished within ninety (90) days after Unemployment commences.

### 31. PROOF OF CLAIM

- 31.1 The claimant shall at his own expense provide to us all necessary information, documents, medical evidence as we may from time to time require in connection with any claim under this Policy and in the form prescribed by us. Admission of any claim will be subject to such proof as we may reasonably require as being given to us within one hundred and eighty (180) days from the date of the death of the Insured.
- 31.2 For the claim in regard to Terminal Illness Benefit,
  - (a) Proof of claims for Terminal Illness Benefit must be furnished to the Company within one hundred and eighty (180) days from the diagnosis of the Terminal Illness.
  - (b) No Advance Payment will be payable unless you have provided to our satisfaction such proof of a confirmed diagnosis of Terminal Illness by a Registered Specialist or Registered Medical Practitioner acceptable to us, as the case may be, and supported by clinical, radiological, histological and laboratory evidence as may be requested by the Company. The original documentation and receipts together with a fully completed claim form must be submitted. Photocopies are not acceptable.
  - (c) If proof was not given within the time specified, it must be shown that proof was given as soon as reasonably possible, otherwise we will not pay the benefit.
  - (d) A claim shall not be invalidated if it was not reasonably possible for you to furnish such proof within the time specified. The cost incurred in providing such proof and medical examination shall be borne by you.
  - (e) Any of our medical advisors shall be allowed to examine the Insured (as the case may be) in the manner and at any time we may require at our cost.
  - (f) If we shall disclaim liability to you for any reason, in no case shall we be liable in respect of such claim after the expiration of twelve (12) months from the date of such disclaimer unless the claim is the subject of pending court action.
- 31.3 For the claim in regard to Unemployment Benefit,
  - (a) If you are a Self-employed Professional, you must provide evidence that:
    - (i) you became Unemployed because you could not find enough work to meet all your reasonable business and living expenses and declared this to the Inland Revenue Department of the Hong Kong Special Administrative Region;
    - (ii) you have been Self-employed for a continuous period of twenty-four (24) months prior to the date of the claim; and
    - (iii) the Unemployment is not normal or seasonal in your line of work.
  - (b) After you make a claim for the Unemployment Benefit, you must supply and pay for all reasonable information or evidence we ask for to prove your claim. We may, and you hereby irrevocably agree that we have the right to, contact your past employers for information about you.

## PREMIUM PROVISION

### 32. PAYMENT OF PREMIUM

- 32.1 Each Premium is payable, while the Insured is alive, on or before its relevant Due Date. Premium(s) are payable to our Hong Kong office only and will be payable up to the Benefit Expiry Date specified on the Policy Data Page.
- 32.2 Premium(s) for this Policy can be paid in such payment mode as agreed by us, which can be changed by you in written notice to us and subject to our approval.

### 33. GRACE PERIOD

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

### 34. 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.

### 35. RENEWAL OF POLICY

While this Policy is in force and upon the end of the Guaranteed Premium Term of this Policy, it can be renewed annually up to the day prior to the Policy Anniversary at which the Insured's Age is one hundred (100) without evidence of insurability by paying Premiums in accordance with the Premium rate in effect on the date of renewal. Premium rates for this Policy after the Guaranteed Premium Term are not guaranteed and the Company reserves the right to review and adjust the Premium rates for this Policy at our sole discretion from time to time upon prior written notice to the Owner.

### 36. REINSTATEMENT

- 36.1 If the Policy lapses due to non-payment of Premium under Clause 34 after the Grace Period, within one (1) year after lapse, you may apply to reinstate this Policy, subject to the following:
- Receipt by us of all overdue Premium(s) together with interest at such rates as declared by us from time to time; and
  - Submission of evidence of insurability of the Insured to our satisfaction.
- 36.2 The Company shall not be liable for any claims for events occurred during the period from the date of lapse of this Policy to the approval date of reinstatement.

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## 定義

除非另有述明，否則在本文出現的定義詞語或條款，將具有以下的特定釋義：

「後天免疫缺乏症候群或愛滋病」	指世界衛生組織不時就「後天免疫缺乏症候群或愛滋病」一詞給予的涵義。
「預支金額」	指相等於百分之一百（100%）的保障額，或 2,000,000 美元，以較低者為準。
「年齡」	指最接近生日之年歲。
「申請書」	指您提交給與本公司以作申請本保單之申請文件及所有證明文件，此等文件為保單之一部份。
「基本計劃」	指由本公司簽發並於保單資料頁上列明之基本計劃。
「受益人」	指本保單受益人條款下規定的受益人。
「保障屆滿日」	指基本計劃的屆滿日期，此日期於保單資料頁上列明。
「本公司，我們」	指安達人壽保險有限公司（於百慕達註冊成立的有限公司）。
「簽發日」	指本保單內所列保障的生效日期，此日期於保單資料頁上列明。
「身故賠償」	指本保單條款 26 下規定之基本計劃的身故賠償。
「到期日」	指每次保費應繳付日期，即（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保費，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保障屆滿日為止。
「保證保費年期」	指於保單資料頁上所指定之保證保費年期。
「人體免疫力缺乏病毒（HIV）感染」	指受保人在血液或其他有關檢驗中呈現了任何人體免疫力缺乏病毒（HIV）、其抗原或其抗體，則本公司視受保人已受此病毒感染，有關檢驗以本公司的意見為準。
「受保人」	指本保單內所受人壽保險保障的人士，而受保人亦命名在保單資料頁內或在本保單任何其後附加批註上。自簽發日起不能更改受保人。
「人壽保險金」	指本保單條款 26 下規定的人壽保險金。
「保單持有人，您」	指擁有本保單之人士，此人士命名在保單資料頁內或在本保單任何其後附加批註上。
「保單」	指基本計劃、申請書、保單資料頁、附加於基本計劃之附加保障計劃及任何經本公司授權人妥為簽署的加簽批註或保單的改動。
「保單週年日」	指其後每年與保單日期相同的那一天。若保單日期為閏年的 2 月 29 日，保單週年日於平年則為 2 月 28 日。
「保單資料頁」	指附於本保單內稱為「保單資料」的文件。頁上印有保單編號，以茲識別。
「保單日期」	指用作介定保單週年日、保單年度、保單月份及保費計算的日期，此日期顯示在保單資料頁上。
「保單年度」	指由保單日期起計以每十二個月作為一個保單年度的時期。
「已存在的情況」	是指於本保單的簽發日或任何其後的復效日或任何其後的批註的簽發日（以較後者為準）之前，任何已存在的情況或疾病，或任何已存在的病因、病徵或跡象，或受保人已患有的任何情況或疾病；已通知本公司並獲本公司接納的情況或疾病則除外。
「保費」	指按保單下應支付予本公司的保費。
「專業工作」	指任何需要專業團體會員資格認可的工作（例如特許執業會計師、精算師、西醫、律師及同類職業）。
「註冊醫生」	指獲取西方醫學學士學位的人士，在其執業之地域根據法律獲授權執業，並按醫生註冊條例（香港法例第 161 章）或該人士執業地方內之等同者註冊，並提供醫療或手術服務；但如「註冊醫生」為受保人本人及／或保單持有人及／或受益人，或為為受保人及／或保單持有人及／或受益人之保險代理、業務夥伴或僱主／僱員，或為受保人及／或保單持有人及／或受益人之直系親屬，或與受保人及／或保單持有人及／或受益人有著血緣、配偶或領養關係者則除外。
「註冊專科醫生」	指根據其認可專科具備提供專科醫療護理資格及於香港醫務委員會專科註冊處或同等機構註冊的醫生。但如註冊專科醫生為受保人本人及／或保單持有人及／或受益人、為保險代理、為受保人及／或保單持有人及／或受益人之業務夥伴或僱主／僱員，或受保人及／或保單持有人及／或受益人之直系親屬，或與受保人及／或保單持有人及／或受益人有著血緣、配偶或領養關係則除外。

「親屬」	指配偶、父母、姻親、兄弟姊妹、子女、祖父母或外祖父母、叔伯舅父、姨姑嬸母、繼父母、繼子女、姪子女及外甥子女。
「自僱人士」	指於香港特區獨自經營業務或在合夥企業擔任合夥人、在閣下擁有財務權益的公司工作、獨自或與他人共同控制一間公司、或為一間公司工作而擁有（不論是獨自或與他人）該公司控制權的人士有任何關連的人士。
「保障額」	指於保單資料頁或在本保單任何其後附加批註上所指定之基本計劃的保障額。
「末期疾病」	<p>是指「受保人」的身體狀況符合下列各項情況：</p> <p>(a) 該狀況或病徵在此條款持續提供保障九十（90）日後首次出現或發生；及</p> <p>(b) 有關該身體狀況的診斷須附有合乎我們要求的醫療證明（包括但不限於臨床診斷、放射及實驗證明）；及</p> <p>(c) 由適當的註冊專科醫生或註冊醫生確診（連同書面確認），受保人極可能於十二（12）個月內身故，而進取性的治療已不能改善有關情況。此決定並需由本公司委任的顧問醫生確認。</p>
「末期疾病保障」	指本保單條款 27 下規定的末期疾病保障。
「未被僱用」	指您沒有從事任何具薪酬的工作、勞動、貿易、專業、商業或職業及收取其所產生的工資、薪酬或入息。您亦必須沒有任何入息並可隨時受聘及正在積極找尋工作。
「失業」	指處於未被僱用之狀況。失業開始的時間，是指直至您收取代通知金這段期間終結之後。
「失業延繳保障」	指本保單條款 28 下規定的失業延繳保障。

## 一般條款

### 1. 代價

- 1.1 根據已支付的保費及提交予本公司的所有資料、醫療證據、陳述書及聲明，本公司特此同意按保單細則及條款簽發本保單以承保受保人並提供有關的保障。
- 1.2 本保單將構成本公司和您立約雙方的整體合約。

### 2. 管轄法律

除非另有訂明，否則本合約乃受香港特別行政區之法律管轄及依據該等法律解釋。

### 3. 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。

### 4. 制裁限制與除外條款

但凡根據本合約下提供之保障、保障利益或理賠給付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、保障利益或理賠給付即屬無效。

### 5. 貨幣

- 5.1 須付給本公司的所有金額必須根據保單資料頁指定之貨幣或同等香港幣值以現金、支票或匯票形式支付予本公司。
- 5.2 本公司須付的所有金額將根據保單資料頁指定的貨幣或同等之香港幣值發放金額。
- 5.3 貨幣兌換率由本公司釐定，可不時調整。

### 6. 更改細則及條款

- 6.1 本公司有權根據於保單有效期間內所適用的法律及／或規例，給予您書面通知隨時更改本保單的細則及條款。
- 6.2 此保單內的條款及資料，須受限於所有本公司後加於附加批註內之修改。

### 7. 個人資料變更

- 7.1 如您的個人資料有任何變更，您須立即以書面通知本公司有關之更改。
- 7.2 您的個人資料的變更僅會依據本公司向您發出的確認通知書上的日期生效。

### 8. 不得爭議

- 8.1 除有重大失實陳述、欺詐或隱瞞的情況外，本公司不得：
  - a. 從簽發日或任何其後的復效日起計（以較後發生者為準），受保人生存期間基本計劃持續有效兩（2）年後，對基本計劃提出異議；及
  - b. 從簽發日或附加保障計劃的生效日或任何其後的復效日起計（以較後發生者為準），受保人生存期間任何附加於基本計劃的附加保障計劃持續有效兩（2）年後，對該附加保障計劃提出異議。
- 8.2 若本公司基於重大失實陳述、欺詐或隱瞞的情況而對保單提出異議，根據保單向本公司繳付的任何及所有款項將被沒收。

### 9. 自殺的豁免責任

- 9.1 若受保人從簽發日或任何其後的復效日起計（以較後發生者為準）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。
- 9.2 儘管有其他相反的保單細則及條款，本公司將只須支付所有已向本公司繳付的保費總額（不包括任何利息），並扣除本公司根據本保單已經向您發放的任何金額及扣除任何未償還貸款及其累積利息。

### 10. 年齡及性別

- 10.1 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單的保障金額。倘若調整後導致保單的保障金額增加，本公司有酌情決定權，不增加保單的保障金額及退回多付的保費（如適用者）。
- 10.2 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，已令受保人本應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向本公司繳付的保費總額（不包括任何利息），並扣除本公司根據保單已經向您發放的任何金額及扣除任何未償還貸款及其累積利息。

## 11. 負債

- 11.1 當本公司根據本保單向您發放任何金額（包括索償金額）或當本保單失效時，如您欠負本公司任何貸款或負債（包括未繳清之保費），您必須先向本公司償還貸款或負債，才可獲本公司發放本保單下有關之金額。
- 11.2 儘管有上述規定，本公司保留權利在任何根據保單須向您發放的金額中，扣除您欠負本公司的貸款或負債（包括未繳清之保費），而不作事先通知。

## 12. 冷靜期

您可於緊接保單交付予您或您的指定代表，或緊接該有關可以領取保單以及冷靜期屆滿日的通知書交付予您或您的指定代表之日起計的二十一（21）個曆日的期間（以較先者為準）取消保單。若第二十一（21）個曆日當天並非工作天，則冷靜期包括隨後的首個工作天。在取消保單時，您必須提交簽署聲明及退還保單（如有）給我們。本保單如此取消時，本公司將以您原先繳付的貨幣退回已繳保費總額（不包括任何利息），及扣除本公司根據本保單已向您發放的任何金額，而退款金額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作出並以當時所繳總金額作上限。

## 13. 筆誤

本公司造成的任何筆誤，將不會令原已生效的保險失效，或令任何已失效的保險繼續生效，而在解釋保單時，應視該等筆誤沒有發生。

## 14. 合法性

若本保單的任何細則或條款，經具有司法管轄權的法院裁定為不合法、無效或不可強制執行，保單的其他細則或條款的合法性、有效性或可強制執行性將不會因此而受到影響。

## 15. 通知

- 15.1 本公司將依據記錄在本公司的您最後為本公司所知的地址寄發通知。就香港地址而言，您在本公司寄發通知四十八（48）小時後被視為收妥通知，或就香港以外地址而言，在發件人以空郵方式寄出有關通知後收件人一般應收到通知的時間，您被視為收妥通知。
- 15.2 您在保單下給予本公司有關保單的所有書面通知或資料，必須：
- 有您的簽署；
  - 運用本公司所指定的表格，或以本公司可接受的其他方式作出；及
  - 令本公司滿意。

## 16. 詮釋

- 16.1 凡提及條款，指本保單的條款。僅就方便參考起見，保單已加入標題。有關標題不應影響本保單的詮釋。
- 16.2 除文意另有所指外，意含單數之詞語將包括複數，而所有陽性詞語亦包括陰性含意，反之亦然。

## 17. 終止

在下列任何情況下（以最早發生者為準），此保單及此保單提供的保障將自動終止：

- 保單失效；
- 保障屆滿日；
- 於受保人身故時；
- 您的取消保單書面通知；
- 當根據條款 29.1 成功將本保單的全部保障額轉換至新保單及當新保單生效時；
- 在只將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保障額要求；或
- 已支付條款 27.1 下規定的預支金額相等於百分之一百（100%）保障額。



## 擁有權條款

### 18. 擁有權

當本保單仍然生效時，您是保單持有人，並可行使本保單下的一切權利、特權及選擇權；惟須受按本條款 20 已轉讓給任何承讓人的權利所規限。

### 19. 繼任持有人

19.1 您可於申請書內，或以書面通知本公司從而指定繼任持有人（「繼任持有人」）。所有這種指定必須得到本公司記錄在案及批准及就其作出附加批註後，方始生效。在對繼任持有人的指定生效前，本公司無須就根據保單所發出的任何款項或採取之行動承擔任何責任。

19.2 當您身故時，繼任持有人便成為新的保單持有人。但若沒有指定的繼任持有人或繼任持有人比您較早身故，當您身故時，您的遺產便成為新的保單持有人。

19.3 指定一位新的繼任持有人，將取消過往任何繼任持有人之紀錄，惟受益人之紀錄則不變。

### 20. 更改擁有權

20.1 當本保單仍然生效時，您可以書面方式向本公司提交更改保單持有人的要求，由您更改為新的保單持有人。所有對於保單持有人的更改必須得到本公司記錄在案及批准及就其作出附加批註後，方始生效。在對保單持有人的更改生效前，本公司無須就根據保單所發出的任何款項或採取之行動承擔任何責任。

20.2 當更改生效後，本保單擁有權將全歸新的保單持有人。

20.3 保單持有人的更改，將取消過往任何繼任持有人之紀錄，惟受益人之紀錄則不變。

## 受益人條款

### 21. 指定受益人

- 21.1 在申請書內，您可指定一（1）位或以上的受益人；或以書面通知本公司。
- 21.2 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。

### 22. 撤銷受益人的指定

- 22.1 您可隨時以書面通知本公司從而撤銷任何受益人的指定，而無須得到受益人的同意，並可指定任何人士作為新的受益人；惟：
- a. 撤銷或指定受益人時，保單須仍然生效；及
  - b. 受保人須仍健在。
- 22.2 本公司對受益人的指定或撤銷的有效性並不承擔任何責任。任何受益人的指定或撤銷須以書面形式由本公司收到及經本公司記錄在案，方為有效。

### 23. 未成年的受益人

- 23.1 若您指定的受益人於指定時尚未成年，您必須委托一位受託人以代表受益人領取人壽保險金。
- 23.2 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合法監護人。
- 23.3 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。

### 24. 受益人身故

- 24.1 除非另有說明，否則：
- (i) 在受保人身故時，若有受益人已較早身故，則屬於已身故受益人之壽保險金的份額會按比例分配予在生之受益人；
  - (ii) 在受保人身故時，若所有受益人已較早身故，則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。
- 24.2 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。

### 25. 責任解除

本公司向受益人、受益人的受託人或合法監護人，或任何合法地有權收取人壽保險金的人士支付人壽保險金，即視為本公司對於支付人壽保險金的責任已獲解除，並視為最終及不可推翻的證據以證明有權根據本保單收款的人士已收妥本保單下須付的人壽保險金，且所有根據本保單向本公司提出的索償及要求均已被圓滿滿足。

## 保障條款

### 26. 人壽保險金

- 26.1 經本公司收到、核實和批准下述本公司滿意的證明後，如基本計劃在受保人身故時仍然生效，本公司便將人壽保險金一筆過發給受益人：
- 受保人身故證明；
  - 所有其他有關索償的證據；及
  - 受益人及/或給予發放人士的身份證明。
- 26.2 一筆過支付的人壽保險金由本公司收到根據條款 26.1 滿意的索償證明後起計的三十（30）天後至發放期間，將獲得利息，其利率將由本公司不時釐定。
- 26.3 基本計劃下應付的身故賠償為受保人身故時之保障額的百分之一百（100%）。
- 26.4 人壽保險金相等於：
- 基本計劃之身故賠償；加
  - 附加保障計劃之利益（如有）；加
  - 相應於受保人身故之日後至下一個到期日的前一日之期間所剩之基本計劃及附加保障計劃的已繳保費（如有）；減
  - 任何直至受保人身故之日未繳付之保費（如有）；減
  - 任何於受保人身故時您欠負本公司的貸款或負債（如有）。

### 27. 末期疾病保障

- 27.1 在保單生效期間，若受保人被診斷罹患末期疾病，我們將支付一次性預支金額給予保單持有人。
- 27.2 於支付末期疾病保障下預支金額後：
- 保障額將會扣減已付金額；
  - 保費將跟據扣減前的保障額而釐定；
  - 任何更改保障額及按條款 29 保單轉換將不適用；及
  - 末期疾病保障亦自動終止。
- 27.3 不保事項：
- 以下事項將不獲支付末期疾病保障下之預支金額
- 若受保人有任何已存在的情況，除非已於本保單的簽發日或任何其後的復效日或任何其後的批註的簽發日（以較後者為準）前，已向本公司申報並獲本公司同意就該已存在的情況提供保障；
  - 倘末期疾病是由愛滋病(AIDS)或人體免疫力缺乏病毒(HIV)引致或直接或間接與兩者有關；或
  - 倘末期疾病是由受保人企圖自殺或故意自我傷害（不論當時神志清醒與否）所引致。

### 28. 失業延繳保障

- 28.1 當本保單仍然生效並已生效兩（2）個保單年度或以上及在保單持有人年齡達六十五（65）歲的保單週年日前，若保單持有人連續失業三十（30）日或以上，就連續失業第 30 日後之首次應付保費，根據條款 33 下之寬限期將從有關到期日起計延長至一百八十（180）日（即「延長寬限期」）。
- 28.2 保費將於延長寬限期期間繼續累積，而停繳保費條款（條款 34）將於延長寬限期結束後才適用。
- 28.3 保單於延長寬限期期間仍然生效。任何於延長寬限期期間應獲支付之保障賠償將扣除任何於首個到期日至索償獲批核日期期間之到期未付保費及任何其餘負債。
- 28.4 一次性失業延繳保障將於延長寬限期結束後自動終止。
- 28.5 不保事項：
- 本保單下之失業延繳保障不適用於以下事項
- 若於失業期間，您未能符合《僱傭條例》（香港法例第 57 章）獲取領取遣散費的資格；
  - 若您於保單日期或簽發日或任何其後的復效日或最近保單擁有權更改生效日期（以較後者為準）起計兩(2)年內開始失業；
  - 若您為自僱人士(專業工作除外)；
  - 若您為您親屬所經營或(不論是獨自或與他人合共)擁有 50%或以上擁有權或能行使控制權的公司工作；
  - 若您於保單日期或簽發日或任何其後的復效日或最近保單擁有權更改生效日期前（以較後者為準）已經知悉或應已合理知悉自己將會失業或可能失業；
  - 若您因行為不檢，或作出促使或導致您被解僱的行為，或您辭職、退休或自願遣散而造成或引致的失業；或
  - 若您因合約期限或為某項特定工作而簽署的合約屆滿，或培訓或見習期之終結而失業。

## 轉換條款

### 29. 保單轉換

#### 29.1 轉換定期保險

在保單生效期間，若受保人仍然在生，您可在受保人年齡為七十（70）歲的保單週年日前轉換基本計劃為當時本公司所提供及釐定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，而本公司必須收到新保單所需之一切文件及款項。若將全數保障額轉換至新保單，本保單將於新保單生效時終止。若只將部份保障額轉換至新保單，餘下之保障額必須合乎我們最低保障額要求，本保單方可繼續生效。若本保單未能合乎最低保障額要求，本保單將於新保單生效時終止。

#### 29.2 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的豁免責任條款及不得爭議條款上所示之相關期間，將由本保單簽發日或任何其後的復效日（以較後發生者為準）起開始計算。新保單的保費將根據受保人當時年齡、轉換日之保費率，以及與本保單相同風險分類來釐定。

#### 29.3 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，您可申請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及得到本公司的批准。

## 理賠條款

### 30. 索償通知

- 30.1 索償人須於受保人身故之日起的二十（20）天內以書面通知本公司。除非無法合理地在此期間提出通知，並事後已合理地儘快通知本公司，逾期通知可引致索償失效。
- 30.2 就末期疾病保障之索償，本公司須於受保人經診斷患上末期疾病當天起計六十（60）天內接獲書面通知索償。除非證明事發時無法在此期間提出通知，並事後已儘快通知本公司及提出合理原因，否則逾期提出可引致賠償失效。您或受保人須於診斷日後的一百八十（180）天內遞交任何索償所需證明給予本公司，否則索償將不被受理。
- 30.3 索償失業延繳保障之書面索償通知須於失業當天起計三十（30）日內提交予本公司。失業延繳保障所需之索償證明文件必須於開始失業當天起計九十（90）天內交予本公司。

### 31. 索償證明

- 31.1 索償人須自費提供本公司不時所需之與本保單任何索償有關及本公司所指定表格中之資料、文件和醫療證據。本公司不時合理所需之有關證明必須於受保人身故之日起一百八十（180）天內交給本公司，否則本公司可不處理索償。
- 31.2 就有關末期疾病保障之索償
- (a) 末期疾病保障之索償所需的證明文件必須於診斷患上末期疾病當天起計一百八十（180）天內提交給本公司。
  - (b) 您必須向本公司呈交本公司所滿意，按獨立及本公司認可的註冊專科醫生或註冊醫生（視乎情況而定）確認患上末期疾病的相關證明，並提供本公司或要求之臨床、放射、組織學及實驗室的證據支持，包括有關證明文件與收據正本，及填妥的索償表格，否則本公司不會作出任何預支金額賠償。影印本概不接受。
  - (c) 如您無法在上述期間提出證明，則必須儘快呈交本公司並提出合理原因，否則本公司不會作出賠償。
  - (d) 如您有合理原因證明您未能在所需時間內呈交所有證明，是項索償將不當作無效論；惟您需負責支付提供證明及醫療檢驗的費用。
  - (e) 本公司有權要求受保人（視乎情況而定）接受本公司指定的醫務人員在任何時間及以任何形式作醫療檢驗；檢查費用由我們支付。
  - (f) 如本公司因任何原因拒絕對您的索償承擔責任，於是日的十二（12）個月後本公司再毋須為是項索償負上任何責任，除非是項索償待法庭裁決。
- 31.3 就有關失業延繳保障之索償
- (a) 若您是自僱專業人士，您必須提供資料以證明：
    - (i) 導致失業的原因是您無法找到足夠工作以應付所有合理的業務及生活開支，並已向香港特別行政區的稅務局作出有關聲明；
    - (ii) 在申請此項賠償之前已經連續二十四（24）個月自僱工作；及
    - (iii) 失業並非您工作的一個正常情況或並非季節性的。
  - (b) 提出索償後，您必須提供本公司要求的所有合理資料或證據以證明您的索償，有關費用由您支付。在您不可撤回地同意下，本公司有權並可能會聯絡您的前度僱主，以取得有關您的資料。

## 保費條款

### 32. 繳付保費

32.1 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保障屆滿日為止。

32.2 此保單的保費可以經本公司同意的形式繳付。您亦可以書面通知本公司從而更改繳付形式，惟須得到本公司的批准。

### 33. 寬限期

本公司容許為期三十一（31）天的寬限期（「寬限期」），由相關保費的到期日算起。於寬限期內，保障仍然生效。

### 34. 停繳保費

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

### 35. 保單續保

在保單生效時及於本保單的保证保費年期完結時，只需根據續保時的保費率繳交保費，保單便可以每年續保，而毋須提交任何可受保證明，直至受保人年齡達一百（100）歲前的保單週年日的前一天。本保單的保证保費年期後之保費率並非保證，本公司保留權利不時檢討本保單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。

### 36. 復效

36.1 若因條款 34 下之停繳保費致保單於寬限期後失效，您可於保單失效後一（1）年內申請本保單復效；惟：

- a. 本公司收到您繳交的一切逾期保費連利息，而其利率按本公司不時作出宣佈；及
- b. 您須提供受保人的可受保證明，並獲本公司接納。

36.2 對於發生於本保單失效之日起至本公司批准復效之日期間的事件涉及之任何索償，本公司概不負責。