

Transamerica Life (Bermuda) Ltd.
Hong Kong Branch Office
58/F One Island East
18 Westlands Road
Island East, Hong Kong
(Referred to as the Company, we, our or us)
Policy Form [TL01 HK]

Policy Number: [0000000000] **Sum Assured:** \$[0,000,000]

Insured: [INSURED] Policy Effective Date: [MMM DD, YYYY]

Owner: [OWNER]

Transamerica Life (Bermuda) Ltd. will pay the Death Benefit to the Beneficiary if the Insured dies while the policy is in force. All payments are subject to the provisions of this policy, including any endorsements attached to this policy. Signed for the Company at Hamilton, Bermuda on the Policy Issue Date.

Chairman of the Board

Cooling-off Period – If you are not fully satisfied with this policy, you have the right to change your mind and request its cancellation. Your request to cancel must be made in writing, signed by you, and received (along with this policy) by Transamerica Life (Bermuda) Ltd., Hong Kong Branch Office at the address provided above, within twenty-one (21) calendar days after the delivery of this policy or issue of a Cooling-off Rights Notice to you or your representative, whichever is earlier. We will cancel this policy and void it from the beginning. Any premiums paid will be refunded to you. No refund shall be made if a claim has been paid on this policy.

This policy is a legal contract between you, the Owner of this policy, and us, Transamerica Life (Bermuda) Ltd.

READ THIS POLICY CAREFULLY POLICY SUMMARY

We will pay the benefits of this policy, including any endorsements attached to this policy, while this policy and any endorsements are in force, subject to all policy and endorsement provisions.

You must pay the Premiums for the policy to remain in force.

Supplementary Benefit(s), if any, is/are provided in this policy with endorsement(s) attached.

Throughout this document, any figures prefaced with \$ refer to United States dollars (US\$).

This is only a brief description. The terms of this policy are fully described in the various provisions of this document.



GUIDE TO POLICY PROVISIONS

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POLICY SCHEDULE

OWNER [OWNER]

INSURED [INSURED]

PRODUCT [TRANSAMERICA LIFE BERMUDA TRENDSETTER ULTRA TERM LIFE]

AGE OF INSURED [00] [0000000000] POLICY NUMBER

SEX OF INSURED [MALE] \$[0,000,000] SUM ASSURED

INSURED'S [NAME OF POLICY

RESIDENCE COUNTRY] [MMM DD, YYYY] EFFECTIVE DATE

[STANDARD NON-

CLASS OF RISK SMOKER] [MMM DD, YYYY] POLICY ISSUE DATE

POLICY TERM [xx YEARS]

PREMIUMS OF THE BASE POLICY (LEVEL AND \$[00,000] [ANNUAL / SEMI-ANNUAL / QUARTERLY /

GUARANTEED THROUGHOUT THE POLICY TERM) MONTHLY]

ADDITIONAL PREMIUMS OF SUPPLEMENTARY BENEFIT(S) (LEVEL AND GUARANTEED TILL AGE

70 OR THE END OF THE POLICY TERM,

WHICHEVER IS EARLIER):

ACCIDENTAL DEATH BENEFIT \$[00,000] [ANNUAL / SEMI-ANNUAL / QUARTERLY /

MONTHLY]

WAIVER OF PREMIUM BENEFIT \$[00,000] [ANNUAL / SEMI-ANNUAL / QUARTERLY /

MONTHLY]

TOTAL AND PERMANENT DISABILITY BENEFIT

SELECTED BENEFIT AMOUNT: \$xxx,xxx

\$[00,000] [ANNUAL / SEMI-ANNUAL / QUARTERLY /

MONTHLY]

REINSTATEMENT INTEREST RATE: 6.00% PER ANNUM

END OF POLICY SCHEDULE

DEFINITIONS

Age The Insured's age in years on the Policy Effective Date or Policy

Anniversary (as applicable) if the Insured's birthday is on that date. Otherwise, it means the Insured's age in years on his or her last birthday prior to the Policy Effective Date or Policy Anniversary (as applicable).

Accelerated Death

Benefit

An accelerated payment from the Sum Assured in accordance with the Accelerated Death Benefit provision.

Application The application form, any supplementary forms, medical examinations,

medical reports and tests and any other documents that form the basis

of the application for policy issue.

Beneficiary Any person you designate to receive all or a portion of the Death Benefit

under this policy.

Branch Office Hong Kong Branch Office, 58/F One Island East, 18 Westlands Road,

Island East, Hong Kong or such other office in Hong Kong that we may

notify to you from time to time.

Cooling-off Period The period of time during which you have the right to examine and

cancel this policy for a full refund of any Premiums paid, provided that no claim has been paid, as described on the cover page of this policy.

Death Benefit The amount payable in accordance with the Death Benefit provision.

Grace Period A period of thirty-one (31) calendar days commencing on the relevant

Policy Anniversary or Monthly Policy Date as specified in the Grace

Period provision.

Immediate Family

Member

A member of either the Insured's or Owner's family who may be described as spouse, child, stepchild, parent, grandparent, brother and

sister and their spouses.

Insured The person whose life is insured under this policy shown as such in the

Policy Schedule.

Lapse Termination of this policy at the end of any Grace Period due to non-

payment of premiums.

Maximum Cover Age The Age at which a Supplementary Benefit will cease, as specified in

the respective endorsement.

Monthly Policy Date The date of each month coinciding with the date of the Policy Effective

Date. If there is no day in a calendar month that coincides with the Policy Date, the Monthly Policy Date for that month will be the first day of the

following calendar month.

Notice A written notice sent by us under this policy to your last known address in our records and, if any assignee has been recorded at our Branch

Office, to such assignee's last known address in our records.

Owner At the inception of this policy, the person shown as such in the Policy

Schedule. Thereafter, any person to whom ownership of this policy is

transferred in accordance with Ownership provision.

Physician A surgeon or physician qualified by degree in western medicine, who is

legally licensed, authorized and duly qualified to practice medicine and surgery in the geographical area of his practice, other than the Owner,

Insured or Immediate Family Member.

Premiums Premiums charged for the base policy and additional premiums charged

for the selected Supplementary Benefit(s).

Policy Anniversary The same day and month as the Policy Effective Date for each year this

policy remains in force following the first Policy Year.

Date is used to determine the Monthly Policy Dates, Policy

Anniversaries and Policy Years.

Policy Issue Date The date on which this policy is issued. This date is shown as such in

the Policy Schedule and may differ from the Policy Effective Date.

Policy Term The term of this policy as selected by you in the Application.

Policy Year The 12-month period immediately preceding a Policy Anniversary.

Reinstate To restore this policy and any endorsements attached to this policy after

the policy has Lapsed, subject to the requirements in the Reinstatement

provision.

Reinstatement Effective

Date

The date on which we approve your request to Reinstate this policy.

Reinstatement Interest Rate

The rate shown as such in the Policy Schedule, per annum.

Sum Assured

The amount shown as such in the Policy Schedule, as supplemented from time to time. Such amount is the basic death benefit of this policy and does not include any additional amount payable under any Supplementary Benefit(s), if applicable.

Supplementary Benefit(s)

The Accidental Death Benefit, Waiver of Premium Benefit and/or Total and Permanent Disability Benefit selected by you.

The terms of each Supplementary Benefit, if applicable, are set out in an endorsement to this policy. Such endorsement(s) form part of this policy.

Terminal Illness

A medical condition, resulting from bodily injury or disease, or both; and:

- which has been diagnosed by a Physician after the Policy Issue Date; and
- o for which the diagnosis is supported by clinical, radiological, laboratory or other evidence of the medial condition which is satisfactory to us; and
- which is not curable by any means available to the medical profession; and
- which is expected to result in death within twelve (12) months
 of diagnosis as certified by a Physician and such certification is
 within thirty (30) calendar days of the Written Request for
 Accelerated Death Benefit.

We, our, us, or the Company

Transamerica Life (Bermuda) Ltd.

Written Request

A signed request in a form satisfactory to us that is received at our Branch Office.

You or your

The Owner of this policy.

OWNERSHIP

Owner of this Policy

The Owner is entitled to the rights granted under this policy before the Insured's death. The Insured will be the Owner, unless someone else is named as the Owner in the Application, or otherwise in accordance with this policy.

If the Owner is an individual other than the Insured and dies before the Insured, the rights of the Owner under this Policy shall pass to the executor or administrator of his or her estate unless otherwise provided in this policy. If the Owner is an entity, the rights of the Owner under this policy shall belong to the entity as it exists when a right is exercised.

Exercising Policy Rights

You must sign a Written Request to exercise any right under this policy.

How to Change the Owner

You may change the Owner while the Insured is living by sending us a Written Request. The change will not be effective until we record it at our Branch Office.

Assignment of this Policy

We are not responsible for the validity or effect of any assignment of this policy. However, if our Branch Office receives written notice of an assignment from an assignee, your rights and those of any revocable Beneficiary will be subject to it. Where an irrevocable beneficiary is designated, no assignment shall be made unless the written consent of such irrevocable beneficiary is obtained.

For the avoidance of doubt, the rights of the assignee are subject to our rights and any superior liens that we may have under this policy.

BENEFICIARY

Who Receives the Death Benefit

If the Insured dies while this policy is in force, we will pay the Death Benefit to the Beneficiary. The Beneficiary is the person designated as such in the Application, unless changed in accordance with How to Change a Beneficiary section below. If the Beneficiary is an entity, we will pay the Death Benefit to the entity as it exists when the Insured dies.

If the Beneficiary Dies

If any Beneficiary dies, or in the case of an entity, ceases to exist as a legal entity, before the death of the Insured, that Beneficiary's interest in the Death Benefit will end and will be payable to the surviving Beneficiary, or if there is more than one surviving Beneficiary, to the surviving Beneficiaries in equal shares, unless otherwise provided by you.

If any Beneficiary dies or ceases to exist at the same time as the Insured's death, or within thirty (30) calendar days after the Insured's death, that Beneficiary's interest in the Death Benefit will end if no Death Benefit has been paid to that Beneficiary.

If the interest of all Beneficiaries has ended when the Insured dies, we will pay the Death Benefit to you, the Owner. If you are an individual but not living at that time, we will pay the Death Benefit to the executor or administrator of your estate. If you are an entity, we will pay the Death Benefit to the entity which exists at the time of payment.

How to Change a Beneficiary

You may only exercise your right to change a Beneficiary while the Insured is living. In order to change a Beneficiary, you must send us a Written Request and comply with any requirements as we may prescribe from time to time at our discretion. If the Insured is living when we receive such Written Request, the change will be effective on the date on which we record it at our Branch Office. If the Insured is not living when we receive such Written Request, the change will be effective on and from the date on which the Written Request was signed provided that all

applicable requirements are complied with; however any benefits already paid by us prior to receiving and recording (if applicable) such Written Request will not be subject to the change. A Beneficiary designated irrevocably may not be changed without the written consent of that Beneficiary.

DEATH BENEFIT

Amount of Death Benefit

The amount of the Death Benefit is equal to:

- (a) the Sum Assured as specified in the Policy Schedule, as supplemented from time to time; plus
- (b) the additional payment paid under the Accidental Death Benefit endorsement, if applicable; plus
- (c) the amount of any portion of a paid Premium which applies to a period beyond the Insured's date of death (excluding any Premiums waived under the Waiver of Premium Benefit endorsement, if applicable); minus
- (d) the accelerated payment paid under the Accelerated Death Benefit provision, if applicable; minus
- (e) the accelerated payment paid under the Total and Permanent Disability Benefit endorsement, if applicable; minus
- (f) the amount of any portion of a Premium due under the Grace Period provision.

The amount of the Death Benefit may be affected by other policy provisions, including, without limitation, the Incontestability of this Policy, Mis-statement of Age or Sex in the Application, and Amount We Pay is Limited in the Event of Suicide provisions.

Death Claim

On the death of the Insured while this policy is in force and subject to the provisions of this policy (including, without limitation, the Incontestability of this Policy, and Amount We Pay is Limited in the Event of Suicide provisions), we will pay any Death Benefit due after we have received, at our Branch Office, a Written Request and any associated documentation required by us, in a form acceptable to us, including but not limited to proof of death.

Payment of Death Benefit

We will pay any Death Benefit due in a lump sum.

Payment Exempt from the Claims of Creditors

To the extent permitted by law, no payment of Death Benefit or interest we make will be subject to the claims of any creditor.

Increase of Sum Assured

You may not increase the Sum Assured of this policy.

Decrease of Sum Assured You may send us a Written Request to decrease the Sum Assured of this policy. All of the following minimum conditions must be met:

- 1. At the date the Written Request is received at our Branch office, this policy must be in force and the Insured must be living;
- 2. The amount of the reduction in the Sum Assured must be at least \$500,000 or an amount specified by us from time to time; and
- 3. The updated Sum Assured may not be less than our published minimum Sum Assured for this product at the date your Written Request is received at our Branch Office.

If the above are satisfied and subject to our approval, we will issue you with an updated Policy Schedule showing the updated Sum Assured and Premiums.

The Sum Assured being reduced by the amount of the accelerated payment payable under the Accelerated Death Benefit provision or Total and Permanent Disability Benefit endorsement, if applicable, is not subject to point 3 above.

ACCELERATED DEATH BENEFIT

Amount of Accelerated Death Benefit If the Insured is diagnosed with a Terminal Illness, subject to the provisions of this policy (including, without limitation, the Incontestability of this Policy and Amount We Pay is Limited in the Event of Suicide provisions), you may request an accelerated payment of \$1,000,000 from the Sum Assured or 100% of the Sum Assured, whichever is lower.

The maximum amount payable under this Accelerated Death Benefit provision and other similar provisions in all policies issued by us for the same Insured will not exceed \$1,000,000. For the avoidance of doubt, any amount payable under the Total and Permanent Disability Benefit endorsement, if applicable, will not be included in the calculation of the aforementioned \$1,000,000 cap under this provision

Any due and unpaid Premiums will be deducted from the Accelerated Death Benefit.

This policy will terminate if 100% of the Sum Assured is paid as Accelerated Death Benefit. The remaining Sum Assured, if any, will be payable if the Insured dies while this policy is in force and subject to other provisions of this policy.

Claim Request

We must receive a Written Request within thirty (30) calendar days after the diagnosis of the Terminal Illness, or as soon as reasonably possible. If the policy has an irrevocable beneficiary, that person must also sign the Written Request. If the policy is assigned, you must provide documentary evidence satisfactory to us that the assignment has been duly released.

Proof of Terminal Illness

We must receive written proof of the Insured's Terminal Illness before we make an Accelerated Death Benefit payment. This proof will consist of a Physician's certification acceptable to us. We may request additional medical information from the Physician providing the certification or any Physician we consider appropriate.

We reserve the right to obtain a second medical opinion and to have the Insured examined at our expense.

Limitations No benefit will be paid if Terminal Illness results from intentionally self-

inflicted injury(ies) at any time or the remaining term of this policy is less

than two (2) years.

Premiums Premium billing and payment will continue if the policy is still in force after

the payment of the Accelerated Death Benefit.

PREMIUMS

Premiums

Premiums charged according to Insured's age, sex, smoking status, underwriting class, are level and guaranteed during the Policy Term and till the Maximum Cover Age of the selected Supplementary Benefit(s), if applicable.

Premiums should be paid in the amount and at the frequency as shown in the Policy Schedule, as supplemented from time to time.

Payment of Premiums

No premium shall be considered paid until it is received by us at our Branch Office in a form acceptable to us. No cheque or bank draft shall be considered payment until it is cleared. Each premium payment must not be less than \$25 or any amount specified by us from time to time.

GRACE PERIOD

Any due and unpaid Premiums will cause this policy to enter the Grace Period. We will send you a Notice stating the amount you must pay to keep this policy in force. You must pay such amount by the end of the Grace Period or this policy will Lapse.

During any Grace Period, we will not charge interest on the amount due. If the Insured dies during any Grace Period, any amount necessary to provide insurance to the date of the Insured's death will be taken into account when calculating the Death Benefit payable. Please refer to the Death Benefit provision.

If this policy Lapses, you may request for reinstatement with a Written Request. This policy may be Reinstated subject to our approval and the following minimum conditions.

- 1. This policy was not previously terminated at your request;
- 2. The Insured is not older than the maximum insurable age permitted by us at the time you make such Written Request;
- 3. The Written Request is made during the lifetime of the Insured and within twenty-four (24) months after the date of Lapse;
- 4. The Insured provides written consent to the reinstatement, and evidence of insurability sufficient to satisfy us that the Insured continues to qualify for the same class of risk and rating upon which we based the issuance of this policy; and
- 5. You repay all outstanding Premiums before this policy Lapsed and for the period after this policy Lapsed till the Reinstatement Effective Date with interest thereon, calculated at the Reinstatement Interest Rate.

Any interest payable in respect of the Reinstatement provision above will be compounded annually at the Reinstatement Interest Rate unless otherwise specified.

This policy will be Reinstated on and from the Reinstatement Effective Date. Any endorsement(s) attached to this policy will also be Reinstated if the Maximum Cover Age of the relevant endorsement has not been reached.



Incontestability of this Policy

Except for fraud or non-payment of Premiums, this policy, including any endorsements attached to this policy, will be incontestable after it has been in force during the Insured's lifetime for two (2) years from the later of the Policy Issue Date or the most recent Reinstatement Effective Date (if applicable).

For the avoidance of doubt, the new two (2) year contestability period will apply from the Reinstatement Effective Date with respect to statements made in the Written Request for reinstatement.

The Insured, Owner and Beneficiary are obliged to cooperate in any contestability investigation that we may conduct, including by supplying us with the necessary authorisations for medical and other information.

Amount we Pay is Limited in the Event of Suicide

If the Insured dies by suicide, while sane or insane, within two (2) years from the later of the Policy Issue Date and the Reinstatement Effective Date (if applicable), we will be liable only for the amount of Premiums paid.

Mis-statement of Age or Sex in the Application

If there is a mis-statement of the Insured's Age or sex in the Application, the Death Benefit will be adjusted to that which would have applied if the Age or the sex had been correctly stated. We will refund / required any additional premium paid / required.

Currency

All amounts payable under this policy, either to or by the Company, shall be paid in the lawful currency of the United States of America.

Insurance Money Payable in Hong Kong Only

All monies payable under this policy are payable at the Branch Office in Hong Kong only.

Governing Law

All matters concerning the Application for this policy and this policy shall be governed by the laws of Bermuda including, without limitation, the Life Insurance Act 1978 without giving effect to the principles of conflict of laws.

Non-exclusive Jurisdiction

The courts of the Hong Kong Special Administrative Region of the People's Republic of China shall have non-exclusive jurisdiction for the contest of any dispute, legal action or proceeding relating to this policy.

Rights of Third Parties

Any person or entity which is not a party to this policy shall have no right under the Contracts (Rights of Third Parties) Act 2016 or any other applicable law to enforce any terms of, or enjoy any benefit under this policy.

This Policy is Our Contract with You

We have issued this policy (including any endorsements attached to this policy) in consideration of the Application for this policy and the Premiums paid. All statements made by or for the Insured will, in the absence of fraud, be considered representations and not warranties. We will not use any statement made by or for the Insured to deny a claim unless the statement is in the Application. This policy, including the Application, and any endorsements, forms our contract with you.

Amendment to This Policy

We reserve the right to make any changes necessary in order to keep this policy (including any endorsements attached to this policy) in compliance with any applicable law. Any other change to this policy (including any endorsements attached to this policy) may be made in agreement between you and us and must be in writing and signed by any two (2) members of our Board of Directors, or as otherwise required by any applicable law.

Termination of Insurance

This policy will terminate at the earliest of:

- 1. The date we approve your Written Request to terminate this policy;
- 2. The date this policy Lapses;
- 3. The date of the Insured's death;
- 4. The expiry of the Policy Term; and
- 5. The payment of 100% of the Sum Assured pursuant to the Accelerated Death Benefit provision or the Total and Permanent Disability Benefit endorsement.

No Dividends are Payable

This is a non-participating insurance product. It does not participate in our profits or surplus.



Accidental Death Benefit

Transamerica Life (Bermuda) Ltd. has issued this endorsement as part of the policy to which it is attached.

Accidental Death Benefit -- If the Insured dies as a result of accidental bodily injury while this endorsement is in force, an additional payment of \$500,000 will be paid.

The additional payment of \$500,000 will be doubled for accidental bodily injury sustained in an accident which occurs while the Insured is a fare paying passenger in an aircraft, bus, train or other means of public conveyance while it is being operated by a licensed common carrier for passenger service.

Accidental bodily injury means injury which results, directly and independently of all other causes, from an accident that occurs while this endorsement is in force, and which results in the Insured's death within ninety (90) calendar days from the date of the accident. We will have the right to request an autopsy, subject to applicable law.

Exclusions -- No amount will be payable under this endorsement if the Insured's death results directly or indirectly from:

- 1. Suicide or any attempted suicide, while sane or insane;
- 2. Any poison or gas voluntarily or involuntarily, accidentally or otherwise taken, administered, absorbed, or inhaled;
- 3. Any bacterial infection except when caused by accidental bodily injury;
- 4. Bodily or mental infirmity;
- 5. Disease of any kind;
- 6. The commission of, or attempt to commit, an assault or felony;
- 7. Service, travel or flight in any kind of aircraft except as a passenger;
- 8. Participation in insurrection; or
- 9. War, declared or undeclared, or any act of war.

Maximum Cover Age - The benefit of this endorsement will cease at Age seventy (70).

Cancellation – This endorsement may not be cancelled after policy issuance.

Termination - This endorsement will terminate at the earliest of:

- The date the policy terminates in accordance with the Termination of Insurance provision of the policy;
 and
- 2. The date on which this endorsement terminates when the Maximum Cover Age is reached.

Signed for Transamerica Life (Bermuda) Ltd. at Hamilton, Bermuda on the Policy Issue Date of the policy to which this endorsement is attached.

Chairman of the Board

Waiver of Premium Benefit

Transamerica Life (Bermuda) Ltd. has issued this endorsement as part of the policy to which it is attached.

Waiver of Premium Benefit – If the Insured is confirmed and certified by a Physician to be totally and permanently disabled as described in the definition of total and permanent disability below while this endorsement is in force, subject to the conditions set out in this endorsement, Premiums will be waived until the expiry of the Policy Term. Each Premium waived will have the same effect as if it has been paid to us.

Total and permanent disability means any of the following situations:

1. Presumptive Disability

The Insured has suffered total and irrecoverable:

- (a) Loss of the sight of both eyes;
- (b) Loss of sight of one (1) eye and loss by severance or loss of use of one (1) limb at or above the ankle or wrist; or
- (c) Loss by severance or loss of use of:
 - i. Both hands at or above the wrists;
 - ii. Both feet at or above the ankles; or
 - iii. One (1) hand at or above the wrist and one (1) foot at or above the ankle.

2. Occupational Disability - Applicable to Age Eighteen (18) to Sixty-five (65)

The Insured shall be regarded as being totally and permanently disabled if such disability persists continuously for at least six (6) months and makes the Insured incapable of performing any work or engaging in any occupation or profession to earn or obtain wages, compensation or profit, since the disability started.

3. Inability to perform Two (2) / Three (3) Activities of Daily Living

The Insured shall be regarded as being totally and permanently disabled if the Insured is unable to perform (due to disease, illness or injury) at least three (3) of the six (6) Activities of Daily Living (applicable to Age eighteen (18) to sixty-five (65)) or two (2) of the six (6) Activities of Daily Living (applicable to Age sixty-six (66) to seventy (70)) (despite the aid of special equipment) and requires the physical assistance of another person throughout the entire activity for at least six (6) continuous months.

Activities of Daily Living refer to

Washing	The ability to wash in the bath or shower (including getting into and out of the bath
	or shower) or wash by other means.
Dressing	The ability to put on, take off, secure and unfasten all garments and, as appropriate,
	any braces, artificial limbs or other surgical or medical appliances.
Feeding	The ability to feed oneself once food has been prepared and made available.
Toileting	The ability to use the lavatory or manage bowel and bladder functions through the
	use of protective undergarments or surgical appliances, if appropriate.
Mobility	The ability to move indoors from room to room on level surfaces.
Transferring	The ability to move from a bed to an upright chair or wheelchair and vice versa.

Conditions for Waiver of Premium Benefit:

- 1. The total and permanent disability must begin at or before Age seventy (70).
- 2. Premiums due must be paid until the waiver of premium claim is approved by us. Upon approval, Premiums that have been paid since the start of the total and permanent disability will be waived retroactively with premium refund. However, in no event will Premiums be refunded for more than one (1) year before the receipt of the proof of the total and permanent disability.
- 3. Premiums will be waived in accordance with the mode of premium payment in effect since the start date of the total and permanent disability.

Exclusions – No Premiums will be waived under this endorsement if:

- 1. The claim is made after the death of the Insured; or
- 2. The total and permanent disability already existed on Policy Effective Date or Reinstatement Effective Date (if any); or
- 3. The total and permanent disability arises directly or indirectly out of:
 - (a) attempted suicide or self-inflicted injuries while sane or insane;
 - (b) travelling on a non-commercial airline except military aircraft; or
 - (c) an activity that has been specifically excluded under the policy or any endorsement thereto.

Maximum Cover Age – The benefit of this endorsement will cease at Age seventy (70).

Cancellation - This endorsement may not be cancelled after policy issuance.

Termination – This endorsement will terminate at the date the policy terminates in accordance with the Termination of Insurance provision of the policy.

Signed for Transamerica Life (Bermuda) Ltd. at Hamilton, Bermuda on the Policy Issue Date of the policy to which this endorsement is attached.

Chairman of the Board

Total and Permanent Disability Benefit

Transamerica Life (Bermuda) Ltd. has issued this endorsement as part of the policy to which it is attached.

Total and Permanent Disability Benefit -- If the Insured is confirmed and certified by a Physician to be totally and permanently disabled as described in the definition of total and permanent disability below whilst this endorsement is in force, an accelerated payment from the Sum Assured of the policy, up to the selected benefit amount specified in the Policy Schedule, will be paid.

The maximum amount payable under Total and Permanent Disability Benefit of all policies issued by us and other insurers with protection of a similar nature for the same Insured will not exceed \$4,000,000. For the avoidance of doubt, any amount payable under the Accelerated Death Benefit provision in the policy will not be included in the calculation of the aforementioned cap under this endorsement.

If the amount payable is 100% of the Sum Assured of the policy, the policy will terminate. If the amount payable is lower than the Sum Assured of the policy, the policy will be in force with the Sum Assured reduced by the amount payable under this endorsement and Premiums will be adjusted accordingly.

Total and permanent disability means any of the following situations:

1. Presumptive Disability

The Insured has suffered total and irrecoverable:

- (a) Loss of the sight of both eyes;
- (b) Loss of sight of one (1) eye and loss by severance or loss of use of one (1) limb at or above the ankle or wrist; or
- (c) Loss by severance or loss of use of:
 - i. Both hands at or above the wrists;
 - ii. Both feet at or above the ankles: or
 - iii. One (1) hand at or above the wrist and one (1) foot at or above the ankle.

2. Occupational Disability - Applicable to Age Eighteen (18) to Sixty-five (65)

The Insured shall be regarded as being totally and permanently disabled if such disability persists continuously for at least six (6) months and makes the Insured incapable of performing any work or engaging in any occupation or profession to earn or obtain wages, compensation or profit, since the disability started.

3. Inability to perform Two (2) / Three (3) Activities of Daily Living

The Insured shall be regarded as being totally and permanently disabled if the Insured is unable to perform (due to disease, illness or injury) at least three (3) of the six (6) Activities of Daily Living (applicable to Age eighteen (18) to sixty-five (65)) or two (2) of the six (6) Activities of Daily Living (applicable to Age sixty-six (66) to seventy (70)) (despite the aid of special equipment) and requires the physical assistance of another person throughout the entire activity for at least six (6) continuous months.

Activities of Daily Living refer to

Washing	The ability to wash in the bath or shower (including getting into and out of the bath
	or shower) or wash by other means.
Dressing	The ability to put on, take off, secure and unfasten all garments and, as appropriate,
	any braces, artificial limbs or other surgical or medical appliances.
Feeding	The ability to feed oneself once food has been prepared and made available.
Toileting	The ability to use the lavatory or manage bowel and bladder functions through the
	use of protective undergarments or surgical appliances, if appropriate.
Mobility	The ability to move indoors from room to room on level surfaces.
Transferring	The ability to move from a bed to an upright chair or wheelchair and vice versa.

Exclusions – No amount will be payable under this endorsement if:

- 1. The claim is made after the death of the Insured; or
- 2. The total and permanent disability already existed on Policy Effective Date or Reinstatement Effective Date (if any); or
- 3. The total and permanent disability arises directly or indirectly out of:
 - (a) attempted suicide or self-inflicted injuries while sane or insane;
 - (b) travelling on a non-commercial airline except military aircraft; or
 - (c) an activity that has been specifically excluded under the policy or any endorsement thereto.

Maximum Cover Age - The benefit of this endorsement will cease at Age seventy (70).

Cancellation – This endorsement may not be cancelled after policy issuance.

Termination – This endorsement will terminate at the earliest of:

- 1. The date the policy terminates in accordance with the Termination of Insurance provision of the policy;
- 2. The date on which this endorsement terminates when the Maximum Cover Age is reached; and
- 3. The payment of the Total and Permanent Disability Benefit (subject to the maximum amount payable in accordance with the terms of this endorsement).

Signed for Transamerica Life (Bermuda) Ltd. at Hamilton, Bermuda on the Policy Issue Date of the policy to which this endorsement is attached.

Chairman of the Board