



Perpetual Life Plan (OIU)

安達人壽恆富傳承分紅終身保險 (OIU)

PL05J

Life Insurance Proceeds
人壽保險金

Dividends (Annual Dividends, Loyalty Dividends, Dividend Options)^
紅利 (週年紅利、忠誠紅利、紅利運用選擇)*

Annuity Options (Payment of Annuity Income)
年金選擇 (給付年金)

中華民國106.01.01安達精字第1060002號(OIU)函申報

^ This insurance policy is a participating policy, but the dividends herein is/are not guaranteed and we do not guarantee the payment of any dividend amount.

* 註：本商品為分紅保險單，但保險單紅利的部分並非本契約之保證給付項目，本公司不保證其給付金額。

Table of Contents

| | Page |
|--|-------------|
| DEFINITIONS | 4 |
| Accidental Death Event; Age; Annual Dividends; Application; Automatic Premium Loan; Basic Plan; Beneficiary; Cash Value; Company, we, our or us; Death Benefit; Dividend Value; Due Date; Effective Date Face Amount; Insureds; Life Insurance Proceeds; Maturity Date; Owner, you or your; Policy; Policy Data Page; Policy Date; Premium; Surrender Value | |
| GENERAL PROVISIONS | 6 |
| Consideration; Governing Law and Jurisdiction ; Currency; Amendment of Terms and Conditions; Change of Personal Particulars; Incontestability; Suicide/Death Exclusion; Age and Sex; Indebtedness; Cooling-off Period; Clerical Error; Legality; Notice; Interpretation; Termination | |
| OWNERSHIP PROVISION | 10 |
| Ownership; Successor Owner; Change of Ownership | |
| BENEFICIARY PROVISION | 12 |
| Naming of Beneficiary; Revocation of Beneficiary; Death of Beneficiary; Discharge | |
| BENEFITS PROVISION | 14 |
| Life Insurance Proceeds; Dividend; Surrender Value | |
| PREMIUM PROVISION | 18 |
| Payment of Premium; Grace Period; Non-Payment of Premium; Reinstatement | |
| CASH VALUE AND LOAN PROVISION | 20 |
| Cash Value; Loan Value; Loan Interest; Loan Interest Rate; Termination of Policy due to Unpaid Loan | |
| ANNUITY OPTION PROVISION | 22 |
| Annuitization of Surrender Value; Annuity Options; Payment of Annuity Income | |

目錄

定義

意外致命事故；年齡；週年紅利；要保文件；自動墊繳保險費；基本計劃；
受益人；現金價值；本公司；身故給付；紅利價值；到期日；生效日；
保險金額；被保險人；人壽保險金；
滿期日；要保人；保單；保險單首頁；
保單日期；保險費；
解約價值

一般條款

對價；準據法與管轄法院；幣別；更改細則及條款；
個人資料變更；不可抗辯；自殺/身故之除外不保事項；年齡及性別；負債；
契約撤銷期；筆誤；合法性；通知；詮釋；終止

保單所有權條款

保單所有權；繼任持有人；保單所有權變更

受益人條款

指定受益人；撤銷受益人的指定；受益人身故；責任解除

保障條款

人壽保險金；紅利；解約價值

保險費條款

保險費繳交；寬限期；未繳保險費；契約效力之恢復

現金價值及借款條款

現金價值；保單借款金額；借款利息；借款及自動墊繳利率；
未償還借款導致的保單停效

年金選擇條款

解約價值轉換年金；年金選擇；給付年金金額

DEFINITIONS

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

| | |
|--------------------------------|---|
| Accidental Death Event | means an event or incident which occurred solely by chance, unexpectedly and unintentionally and which shall, solely and independently of any cause, result in the Insured's death by accidental means. |
| Age | means the age at the nearest birthday. |
| Annual Dividends | refers to the annual dividends as defined in Clause 24.1 under the Policy. |
| Application | means the application document together with all supporting documents which were submitted to us by you in apply for this Policy and which form part of the Policy. |
| Automatic Premium Loan | means the loan automatically advanced by us in accordance with the Automatic Premium Loan as defined in Clause 28.2 under the Policy. |
| Basic Plan | means the basic plan issued by the Company which is shown on the Policy Data Page or any subsequent endorsement. |
| Beneficiary | refers to the beneficiary as defined in Clause 19 under the Policy. |
| Cash Value | refers to the cash value as defined in Clause 30 under the Policy. |
| Company, we, our or us | refers to Chubb Tempest Life Reinsurance Company Ltd., Taiwan Offshore Insurance Unit Branch. |
| Death Benefit | refers to the death benefit as defined in Clause 23.2 under the Policy. |
| Dividend Value | refers to the dividend value as defined in Clause 24.5 under the Policy. |
| Due Date | means the date on which Premium is payable, that is (i) the Policy Date and (ii) the dates falling at corresponding yearly intervals after the Policy Date (where applicable) until the date specified on the Policy Data Page. |
| Effective Date | means the date on which the coverage of this Policy becomes effective and which is shown on the Policy Data Page. |
| Face Amount | means the face amount of the Basic Plan specified on the Policy Data Page or any subsequent endorsement. |
| Insureds | means the persons whose lives are insured and covered under this Policy, and referred to as such in the Policy Data Page or any subsequent endorsement of this Policy. Hereinafter referred to individually as an "Insured" and collectively as the "Insureds" |
| Life Insurance Proceeds | refers to the life insurance proceeds as defined in Clause 23 under the Policy. |
| Maturity Date | means the date on which the Basic Plan matures. As this Basic Plan offers lifelong protection (as shown on the Policy Data Page), maturity date is not applicable and the Policy will remain in force until the Policy is terminated as specified in Clause 15 under this Policy. |
| Owner, you or your | means the person who owns this Policy, is referred to as such on the Policy Data Page and has an insurable interest in the subject matter insured who applies to an insurer to enter into an insurance contract and is obligated to pay a premium.. |
| Policy | means the Basic Plan together with the Application, the Policy Data Page, and any endorsement or amendment made to the Policy which are duly signed by the Company's authorized signatory. |
| Policy Data Page | means the document attached to this Policy titled "Policy Data Page" which bears a Policy number for an identification purpose. |
| Policy Date | 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. |
| Premium | refers to the premium payable under the Basic Plan as defined in Clause 26 of this Policy. |
| Surrender Value | refers to the surrender value payable to you upon surrender of the Policy or termination of the Basic Plan as defined in Clause 25 under the Policy. |

定義

除非另有述明，否則在本文出現的定義詞語或條款，將具有以下之特定釋義：

| | |
|-----------|---|
| 「意外致命事故」 | 指純屬偶然、不可預期、並非屬有意發生之事件或事故，且單獨及獨立因此事件或事故引致被保險人之身故。 |
| 「年齡」 | 指最接近生日之年歲。 |
| 「週年紅利」 | 指本保單條款 24.1 規定的週年紅利。 |
| 「要保文件」 | 指要保人向本公司申請本保單所提交之申請文件及所有證明文件，此等文件為本保單之一部分。 |
| 「自動墊繳保險費」 | 指本公司根據本保單的自動墊繳保險費條款 28.2 規定的自動墊繳保險費。 |
| 「基本計劃」 | 指由本公司簽發並於保險單首頁或其後附加批註上列明之基本計劃。 |
| 「受益人」 | 指本保單條款 19 規定的受益人。 |
| 「現金價值」 | 指本保單條款 30 規定有關本保單的現金價值。 |
| 「本公司」 | 指英屬百慕達商安達人壽保險股份有限公司國際保險業務分公司。 |
| 「身故給付」 | 指本保單條款 23.2 規定的身故給付。 |
| 「紅利價值」 | 指本保單條款 24.5 規定的紅利價值。 |
| 「到期日」 | 指保險費之繳付日期，即每個(i)保單日期及(ii)在保單日期後每個相隔一(1)年之相對日期，直至保險單首頁上指定之繳清保險費日期為止。 |
| 「生效日」 | 指本保單保障的生效日期，此日期於保險單首頁上列明。 |
| 「保險金額」 | 指於保險單首頁或任何其後附加批註上所指定之基本計劃的保險金額。 |
| 「被保險人」 | 指本保單內所受保障之二人，而被保險人亦列明在保險單首頁內或任何其後附加批註。以下個別稱作及統稱作被保險人。 |
| 「人壽保險金」 | 指本保單條款 23 規定的人壽保險金。 |
| 「滿期日」 | 指基本計劃的滿期日期。由於此基本計劃提供終身保障(於保險單首頁上列明)，滿期日並不適用，而其保障將持續，直至保單根據本保單條款 15 而終止。 |
| 「要保人」 | 指顯示在保險單首頁上擁有保單之人，其對保險標的具有保險利益，向本公司申請訂立保險契約，並負有交付保險費義務。 |
| 「保單」 | 指基本計劃、要保文件、保險單首頁及任何經本公司授權人簽署的批註或本保單的異動。 |
| 「保險單首頁」 | 指附於保單內稱為「保單資料」的文件。頁上印有保單號碼，以資識別。 |
| 「保單日期」 | 指用作介定保單週年、保單年期、保單月份及保險費計算的日期；此日期顯示在保險單首頁上。 |
| 「保險費」 | 指本保單條款 26 規定要保人於基本計劃下應繳付的保險費。 |
| 「解約價值」 | 指本保單條款 25 規定於解約或基本計劃終止時須給予要保人的解約價值。 |

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 Insureds 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.
- 1.3 If any discrepancy arises regarding any part of the content of the Chinese and English versions of this Policy, the Chinese version shall prevail.

2. GOVERNING LAW AND JURISDICTION

- 2.1 This contract is governed by and construed according to the laws of the Republic of China.
- 2.2 The legal capacity of the Beneficiary, the Insured, the Owner and the Successor Owner hereunder are governed by the Civil Code of the Republic of China.
- 2.3 The Taipei District Court, Taiwan shall have the exclusive jurisdiction over any dispute arising out of or in connection with this contract, including but not limited to any question regarding its existence, validity, enforcement or termination.

3. CURRENCY

- 3.1 All amounts payable to us shall be payable in the currency stated on the Policy Data Page, and can be made via any stipulated payment methods.
- 3.2 All amounts payable by us shall be payable by remittance in the currency stated on the Policy Data Page.

4. AMENDMENT OF TERMS AND CONDITIONS

- 4.1 We reserve the right to amend the terms and conditions of this Policy at any time pursuant to any applicable legislation effective during the term of the Policy by giving a written notice or via other stipulated methods to you.
- 4.2 This Policy and the Policy Data Page are subject to any amendment set out in subsequent endorsements issued by us.

5. CHANGE OF PERSONAL PARTICULARS

- 5.1 You shall inform us in writing or via other stipulated methods without delay of any change of Policy particulars.
- 5.2 Such change shall only be effective on a date advised by us in a written notice or via other stipulated methods.

6. INCONTESTABILITY

- 6.1 Except for material misrepresentation, fraud or non-disclosure, we shall not contest the Basic Plan after it has been in force during the lifetime of the Insureds for two (2) years from the Effective Date or any subsequent date of reinstatement, whichever is later.
- 6.2 If the Company contests the Policy for material misrepresentation, fraud or non-disclosure, we reserve the right to rescind the Policy at any time, which shall not be affected by death of the Insured caused by any reason, including but not limited to suicide or any other reason. When the Policy is rescinded, any and all the monies paid to us under the Policy will be forfeited.

7. SUICIDE/DEATH EXCLUSION

- 7.1 The coverage of the Policy shall end if:
 - a. either one or both of the Insureds commits suicide, regardless of whether sane or insane at the time, within one (1) year of the Effective Date or any subsequent date of reinstatement whichever is later, or
 - b. death of either Insured is solely caused by the act (except for the Accidental Death Event) of the other Insured regardless he is sane or insane.
- 7.2 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 under this Policy, Automatic Premium Loan and any unpaid loans together with accrued interest under Clause 7.1.

8. AGE AND SEX

- 8.1 If the Age or sex of either one or both of the Insureds 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.
- 8.2 Notwithstanding the above, if the Company determines that either one or both of the Insureds 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 under this Policy, Automatic Premium Loan and any unpaid loans together with accrued interest.

一般條款

1. 對價

- 1.1 根據已繳付的保險費及提交予本公司的所有資料、醫療證據、陳述書及聲明，本公司同意簽發保單以承保被保險人，並按保單細則及條款，給付有關的保障。
- 1.2 保單將構成本公司和要保人締約雙方的整體合約。
- 1.3 倘中文與英文保單條款內容有異，概以中文保單為準。

2. 準據法與管轄法院

- 2.1 本契約之準據法為中華民國法。
- 2.2 要保人、被保險人、受益人及繼任持有人之行為能力依中華民國法定之。
- 2.3 因本契約而生之爭議或與本契約有關聯之爭議，包含但不限於契約之存在、生效、履行或終止，均專屬於台灣台北地方法院管轄。

3. 幣別

- 3.1 任何金額必須根據保險單首頁指定之幣別以約定方式支付予本公司。
- 3.2 本公司給付任何金額將根據保險單首頁指定的幣別以銀行匯款方式給付。

4. 更改細則及條款

- 4.1 本公司有權根據於保單有效期間內所適用的法律變更保單的細則及條款，並以書面或其它約定方式通知要保人。
- 4.2 本保單及保險單首頁內的條款及資料，須受限於所有本公司附加批註內之異動。

5. 個人資料變更

- 5.1 如保單內的個人資料有任何變更，要保人須立即以書面或其它約定方式通知本公司相關之變更。
- 5.2 要保人個人資料的變更生效日將會依據本公司向要保人發出的確認通知書上之日期或以其它約定方式通知所載之日期為準。

6. 不可抗辯

- 6.1 除要保人或被保險人誤導重要事實、欺詐或隱瞞外，自生效日或任何復效日起(以較先者為準)，保單於被保險人生存期間持續有效超過兩年後，本公司不得對本保單提出抗辯。
- 6.2 本公司若因誤導重要事實、欺詐或隱瞞而抗辯本保單，本公司有權於任何時間解除本保單，且不因被保險人任何原因所致之身故(包括但不限於自殺或其他原因所致)而受影響。解除後本公司依據保單已收取的任何及所有款項將不退還。

7. 自殺/身故之除外不保事項

- 7.1 在下列任何情況下，本公司將終止保單內的保障：
 - a. 其中一位或兩位被保險人從生效日或任何復效日起(以較先者為準)，一年內自殺身故，不論當時神志清醒與否；或
 - b. 純粹地因其中一位被保險人的行為(除了意外致命事故外)，不論當時神志清醒與否，而導致另外一位被保險人身故。
- 7.2 被保險人有本保單條款 7.1 之情形時，儘管有其他細則及條款，本公司將只給付所有已繳保險費(不包括任何利息)，並扣除任何保單已發放的金額及保單內任何未償還借款、自動墊繳保險費及其累積利息。

8. 年齡及性別

- 8.1 如其中一位或兩位被保險人的年齡或性別陳述錯誤，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，本公司有權不增加保障金額及退回溢繳的保險費。
- 8.2 儘管有上述規定，倘若本公司認為於本保單最初生效時，如本公司已知悉其中一位或兩位被保險人的年齡或性別，致其中一位或兩位被保險人不符合本保單的投保資格，則本公司將會終止本保單，而本公司的責任只限於無息退回所有已繳保險費，並扣除任何保單已發放的金額及保單內任何未償還借款、自動墊繳保險費及其累積利息。

9. INDEBTEDNESS

- 9.1 Unless otherwise specified herein, we shall make any payment under this Policy (including claim payment) only after you repay the Automatic Premium Loan, all loans or other indebtedness (including outstanding Premium) and other interest to us up to the date of the said payment or the date on which this Policy lapses.
- 9.2 Notwithstanding anything herein contained, we reserve the right to set off any loan or other indebtedness (including outstanding Premium) and other interest under this Policy from any amount payable by us to you under this Policy without prior notice.

10. 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 are required 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 loans together with accrued interest thereof in the original currency paid by you without any interest.

11. 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 no any clerical errors have occurred.

12. LEGALITY

If any term or condition of this Policy is 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.

13. NOTICE

- 13.1 You are deemed to have received the notice after the usual arrival time when mail should be received by the addressee from the sender in the normal course of air-mail.
- 13.2 All written notice or information given to us by you under the Policy shall be:
- a. signed by you;
 - b. in a form prescribed by us or in other ways acceptable to us; and
 - c. satisfactory to us.

14. INTERPRETATION

- 14.1 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.
- 14.2 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.

15. TERMINATION

- 15.1 This Policy shall be automatically terminated on the occurrence of the earliest of the following:
- a. surrender of this policy;
 - b. lapse due to no reinstatement of the policy within three (3) year after the lapse;
 - c. Death of the last surviving Insured; or
 - d. cancellation of this Policy by a written notice.
- 15.2 This Policy shall automatically lapse on the occurrence of the earliest of the following:
- a. the Surrender Value is insufficient to cover one (1) day premium and there is a failure to return the Automatic Premium Loans together with accrued interest within thirty (30) days after we send a written notice of requesting return under Clause 28.2 of the Policy; or
 - b. Lapse under Clause 34 of the Policy.

9. 負債

- 9.1 當本公司根據本保單給付任何金額（包括理賠金額）或當保單終止時，本公司將於要保人償還借款、自動墊繳保險費及其累積利息或其他負債後給付相關金額。
- 9.2 本公司保留權利在任何根據本保單給付之金額中，扣除本保單所生之未償還的借款、自動墊繳保險費及其累積利息或其它負債（包括未繳清之保險費），且無須事前通知。

10. 契約撤銷期

保單交付予要保人或要保人的授權代表人起二十一(21)天內，或已領取保單且契約撤銷期屆滿通知書發予要保人或要保人的授權代表人(以較先者為準)，要保人得撤銷本保單。惟要保人必須提交簽署聲明及退還保單(如有)予本公司。保單取消時，本公司將以要保人原先繳付的幣別退回所有已繳的保險費總額(不包括任何利息)及扣除借款及其累積利息。

11. 筆誤

本公司造成的任何筆誤，將不會使已生效的保單失效，或使任何已失效的保單繼續有效，而在解釋保單時，應視該等筆誤沒有發生。

12. 合法性

若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，保單的其他細則及條款將不會因此而受到影響。

13. 通知

- 13.1 本公司將依據記錄在本公司之要保人最後登記地址寄發通知。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，要保人視為已被通知。
- 13.2 要保人給予本公司所有保單的相關通知或資料，必須：
- 有要保人的簽署；
 - 使用本公司所指定的表格，或其他本公司可接受的方式；及
 - 符合本公司要求。

14. 詮釋

- 14.1 凡提及條款，指保單的條款。僅就方便參考起見，保單已加入標題。有關標題應不影響保單的詮釋。
- 14.2 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(他)亦包括陰性含意(她)，反之亦然。

15. 終止

- 15.1 在下列任何情況下(以最先發生者為準)，此保單將自動終止：
- 保單解約；
 - 保單停效後三年內未申請復效；
 - 最後一位仍生存之被保險人身故；或
 - 本公司收到要保人撤銷保單的書面通知。
- 15.2 在下列任何情況下(以最先發生者為準)，此保單將自動停效：
- 因本保單條款 28.2 規定因解約價值餘額不足以墊繳一日保險費且經本公司書面通知後屆三十日仍不交付；或
 - 因本保單條款 34 規定而停效。

OWNERSHIP PROVISION

16. OWNERSHIP

While this Policy is in force, you are the Owner of this Policy and can exercise all rights, privileges and options provided.

17. SUCCESSOR OWNER

17.1 A successor owner ("Successor Owner") can be named in the Application, or in a written notice to us. Such naming is valid only if recorded by us and approved by us and an endorsement has been issued by us in relation thereto. We shall not be responsible for any payments we make or other actions we take before the naming is valid.

17.2 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, the Insured shall become the new Owner when you die.

17.3 Naming a new Successor Owner cancels any prior record of Successor Owner, but does not change the record of the Beneficiary.

18. CHANGE OF OWNERSHIP

18.1 When this Policy is in force, you may change the Owner of this Policy, from yourself to a new Owner, in a written notice to us. Such change is valid only if recorded by us and approved by us and an endorsement has been issued by us in relation thereto. We shall not be responsible for any payments we make or other actions we take before the change becomes valid.

18.2 When the change becomes valid, all rights of ownership in this Policy shall pass to the new Owner.

18.3 Changing the Owner cancels any prior record of Successor Owner, but does not change the record of the Beneficiary.

保單所有權條款

16. 保單所有權

當本保單仍然有效時，要保人是保單持有人，並可行使保單條款下的一切權利及選擇權。

17. 繼任持有人

17.1 要保人可於要保文件內，或以書面通知本公司指定繼任持有人（“繼任持有人”）。所有變更繼任持有人必須得到本公司記錄且同意附加批註後，始得生效。在繼任持有人的指定生效前，本公司就所發出的任何款項或採取之行動均無須負任何責任。

17.2 當要保人身故，繼任持有人便成為新的保單持有人。但沒有指定的繼任持有人或繼任持有人早於要保人身故，被保險人便成為新的保單持有人。

17.3 指定一位新的繼任持有人，將取消先前任何繼任持有人之紀錄，惟不改變受益人之紀錄。

18. 保單所有權變更

18.1 要保人可以書面通知本公司變更保單持有人。所有變更保單持有人的請求必須得到本公司記錄且同意後附加於批註，始得生效。在保單持有人的變更生效前，本公司就所發出的任何款項或採取之行動均無須負任何責任。

18.2 當變更生效後，保單所有權將移轉至新的保單持有人。

18.3 變更一位新的保單持有人，將取消過往任何保單持有人之紀錄，惟不改變受益人之紀錄。

BENEFICIARY PROVISION

19. NAMING OF BENEFICIARY

19.1 One or more Beneficiaries shall be named in the Application, or in a written notice to us.

19.2 If you have designated more than one 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 add 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.

20. REVOCATION OF BENEFICIARY

20.1 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 with the Insured's consent, provided that:

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

20.2 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.

21. DEATH OF BENEFICIARY

21.1 Unless otherwise stated herein:

- (i) if there exists deceased Beneficiary(ies), 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 last surviving Insured, you shall be entitled to the Life Insurance Proceeds if you are alive, otherwise the Life Insurance Proceeds will go to your estate.

21.2 If the Beneficiary / any of the Beneficiaries dies:

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

22. DISCHARGE

Our payment or remittance certificate 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 by us of 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.

受益人條款

19. 指定受益人

19.1 要保人應於要保文件內，或以書面通知本公司，指定一名或以上的受益人。

19.2 若要保人指定超過一位受益人時，人壽保險金將會按要保人指定之比例給付予受益人。倘若要保人並未指定給付予各受益人人壽保險金比例，或所有比例的總和不等於百分之一百(100%)，則本公司有權將人壽保險金平均給付予各受益人。

20. 撤銷受益人的指定

20.1 要保人可隨時以書面通知本公司撤銷任何受益人的指定，而毋須經受益人的同意，但須經被保險人同意後指定任何人作為新的受益人。惟應：

- a. 撤銷或指定受益人時，本保單仍在有效期間內；及
- b. 其中一位或兩位被保險人仍須生存。

20.2 本公司不對受益人的指定或撤銷之有效性，承擔任何責任。任何受益人的指定或撤銷須以書面通知本公司並記錄後，始得生效。

21. 受益人身故

21.1 除非保單另有約定，否則：

- (i) 若有受益人身故，屬於已身故受益人之人壽保險金將會按比例分配予其餘仍然生存之受益人；
- (ii) 若所有受益人早於最後一位仍生存之被保險人身故，人壽保險金受益人為要保人本人；若要保人為被保險人，則該人壽保險金將作為要保人的遺產。

21.2 若受益人／任何受益人身故：

- (i) 與最後一位仍生存之被保險人同時身故；或
- (ii) 在本公司收到最後一位仍生存之被保險人的死亡證明前且受益人於最後一位仍生存之被保險人身故後之十五(15)天內亦身故，本公司將依受益人早於最後一位仍生存之被保險人身故之情形給付人壽保險金。

22. 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有權取到人壽保險金簽署的收據或本公司匯款憑證，即為本公司就在保單下應付的人壽保險金的責任已解除。該等收據應被視為最終及不可推翻的證據，證明有權收款之人已收到該人壽保險金，且所有根據保單向本公司提出的理賠及要求均已被完全滿足。

BENEFITS PROVISION

23. LIFE INSURANCE PROCEEDS

23.1 Provided that this Basic Plan is in force at the time of the death of the last surviving Insured, we shall pay the Life Insurance Proceeds to the Beneficiary after we have received, verified and approved satisfactory proof of:

- a. the certificate of the Insureds' death and, where we deem it necessary, a certificate of death issued by a judicial court or policy department is required;
- b. claim form and all other relevant evidence of the claim;
- c. identity document of the Beneficiary (passport copy or other certificate); and
- d. Beneficiary's account name and number.

Where we deem it necessary, we may require the beneficiary to complete notarization of the documents by governmental authority.

23.2 DEATH BENEFIT

The Death Benefit shall be equal to the sum of the latest Face Amount and the Dividend Value at the death of the last surviving Insured.

23.3 The Life Insurance Proceeds shall be equal to:

- a. the Death Benefit; plus
- b. surplus of Premium paid for the period after the date of the death of the last surviving Insured to the date preceding the next Due Date, if any; less
- c. outstanding Premium until the date of death of the last surviving Insured, if any; less
- d. unpaid loans, Automatic Premium Loan together with accrued interest owed by you to us, if any.

23.4 SETTLEMENT OPTIONS

You may request, in the Application or at any time before the death of the last surviving Insured by submitting a written notice to us, to pay Life Insurance Proceeds under any of the settlement options available under your Policy. Such request shall only be effective after we have received the written notice and recorded such change. The exact terms and conditions of the settlement options shall be provided to you upon request.

24. DIVIDEND

24.1 ANNUAL DIVIDEND

While this Policy is in force, it is eligible to share in our divisible surplus. Each year we determine the share, if any, to be allocated to each policy as a participating insurance policy. This share is payable as an Annual Dividend less any loans on the Policy anniversary, so long as all Premiums including the Automatic Premium Loan due before then have been paid in full.

24.2 LOYALTY DIVIDEND

While this Policy is in force, it is eligible to share in our Loyalty Dividend. The Loyalty Dividend, if any, will be distributed on the 20th policy anniversary and every 5th policy anniversary thereafter so long as all Premiums including the Automatic Premium Loan due before then have been paid in full. The sum paid is equal to the Loyalty Dividend rate times the year-end Face Amount. The Loyalty Dividend rate is determined by us and subject to change at our sole discretion.

24.3 DIVIDEND OPTIONS

You may elect one (1) of the three (3) options listed below in the Application or by submitting a written notice or via other stipulated methods to us. You may also change your elected the option for future Annual Dividends or Loyalty Dividends by written request to us.

a. DIVIDEND ACCUMULATION

While the Policy is in force, Annual Dividends or Loyalty Dividends may be left with us to accumulate with interest. On each Policy anniversary, we shall credit interest at the prevailing interest rate which is determined by us from time to time and is subject to change at our sole discretion.

b. PREMIUM REDUCTION

Annual Dividends may be applied towards payment of Premium. Should there be any outstanding Premium after such application of Annual Dividend, you are required to pay the balance of that Premium out of pocket.

c. CASH

Annual Dividends or Loyalty Dividends may be paid to you in cash by remittance, but the amount of Cash Dividend shall not be less than the minimum requirement as determined by the Company from time to time.

24.4 AUTOMATIC DIVIDEND OPTION

If none of the options listed in Clause 24.3 has been elected or the elected option is not applicable when the Annual Dividend or Loyalty Dividend becomes payable, the option of Dividend Accumulation under Clause 24.3a shall be applied automatically.

24.5 DIVIDEND VALUE

Dividend Value is the balance of any accumulated Annual Dividends and Loyalty Dividends.

保障條款

23. 人壽保險金

- 23.1 經本公司收到且批准下述證明後，如基本計劃在最後一位仍生存之被保險人身故時仍然有效，本公司便將人壽保險金給付予受益人：
- 被保險人身故證明(如本公司認為有必要時，應另提供身故地之法院或警察機關出具之身故證明文件正本)；
 - 理賠申請書及所有其他有關理賠的證據；
 - 受益人的身份證明(護照影本或其他證明)；及
 - 受益人帳戶。
- 上述文件如本公司認為有必要情形時，得要求受益人補行經政府單位辦理的公證或認證程序。

23.2 身故給付
身故給付相等於最後一位仍生存之被保險人身故當時之保險金額及紅利價值。

- 23.3 人壽保險金相等於：
- 身故給付；加
 - 於最後一位仍生存之被保險人身故後至下一個到期日的前一日之未到期保險費，如有；減
 - 任何直至最後一位仍生存之被保險人身故時欠繳保險費，如有；減
 - 任何未償還借款、自動墊繳保險費及其累積利息，如有。

23.4 理賠方式選擇
要保人可於填寫要保書時或於最後一位仍生存之被保險人身故前以書面通知本公司，選擇本公司所訂定的理賠金給付方式。任何申請須以書面形式及經本公司核覆，始得有效。理賠方式的細則及條款將於要保人提出請求時提供。

24. 紅利

24.1 週年紅利
在保單有效期間且所有保險費均全數繳付(含自動墊繳保險費)，可享有每年經本公司決定的保單紅利，於保單週年日給付週年紅利。

24.2 忠誠紅利
在保單有效期間且所有保險費均全數繳付(含自動墊繳保險費)，忠誠紅利將於第二十(20)個保單週年日及其後每五(5)個保單週年日給付。忠誠紅利相等於忠誠紅利率乘以當年度保險金額，忠誠紅利率由本公司釐定，並由本公司全權決定其更改。

24.3 紅利運用選擇
要保人可於填寫要保書時或以書面通知選擇以下三(3)種紅利運用方式之一，爾後要保人亦可向本公司以書面或其它約定方式申請更改週年紅利或忠誠紅利的運用方式。

- 儲存生息
保單仍然有效時，週年紅利或忠誠紅利可存於本公司儲存生息。於每個保單週年日，根據本公司當時釐定之利率給付利息。
- 抵繳保險費
週年紅利可用作抵繳保險費，惟任何保險費之餘額亦須繳付。
- 現金給付
週年紅利或忠誠紅利可指定以現金匯入至要保人指定的帳戶，惟給付現金之金額不可少於本公司當時決定之最低金額要求。

24.4 自動分紅選擇
如在週年紅利或忠誠紅利發放時，要保人未選擇本保單條款 24.3 之紅利運用方法或已選擇之紅利運用方法不適用，條款 24.3a 之儲存生息的方法將自動適用。

24.5 紅利價值
紅利價值是任何週年紅利及忠誠紅利之餘額總和。

25. SURRENDER VALUE

- 25.1 You may surrender this Policy or exercise the annuity option by giving us written notice. Upon surrender, the Company will pay to you the Surrender Value. We may defer paying Surrender Value for as long as six (6) months after the date of surrender. Interest shall be paid on any amounts deferred for thirty (30) days or more at the interest rate determined by us from time to time. If you elect to exercise the annuity option by virtue of Clause 35, the Surrender Value will be converted into annuity income payment.
- 25.2 Surrender Value is the sum of Cash Value and Dividend Value, less any outstanding Premiums, loans and Automatic Premium Loan together with accrued interest thereof.

25. 解約價值

- 25.1 要保人可以書面通知本公司將此保單解約或行使年金選擇。於解約時，本公司將會給付解約價值予要保人。本公司可從保單終止日起，延期給付解約價值最長六(6)個月。若延期給付解約價值至三十(30)天或以上，該解約價值將加計利息，其利率將由本公司當時釐定。若要保人選擇按本保單條款 35 行使年金選擇，解約價值將會轉換為年金。
- 25.2 解約價值是現金價值及紅利價值之總和，然後扣除未繳清之保險費、借款、自動墊繳保險費及其累積利息。

PREMIUM PROVISION

26. PAYMENT OF PREMIUM

The Premium of Basic Plan will be fully paid-up from the relevant paid-up date(s) specified on the Policy Data Page. Each Premium is payable, while either one of both of the Insureds are alive, on or before its relevant Due Date. Premium(s) are payable via such payment mode stipulated under this policy and will be payable in advance up to the paid-up date(s) specified on the Policy Data Page.

27. GRACE PERIOD

We allow a grace period ("Grace Period") of one (1) calendar month from the relevant Due Date for the payment of each Premium. All insurance coverage continues during this Grace Period.

28. NON-PAYMENT OF PREMIUM

28.1 If a Premium is not paid by the end of the Grace Period and this Policy has no Surrender Value, this Policy shall lapse. All insurance, and entitlement to Annual Dividend(s), if any, shall end at the time of lapse.

28.2 If a Premium is not paid by the end of the Grace Period and this Policy has Surrender Value and the Basic Plan has not been fully paid-up, Automatic Premium Loan shall apply.

- a. You agree that if a Premium is not paid by the end of the Grace Period and this Policy has Surrender Value, the Automatic Premium Loan will be triggered. The Automatic Premium Loan will accrue interest by the Loan Interest rate basis after the day of Grace Period. For interest when due not paid from you within one (1) year after we send a written notice of requesting return, the unpaid Loan Interest will become part of the loan and shall also bear interest.
- b. If the Surrender Value is insufficient to cover one (1) day premium and there is a failure to return all of the Automatic Premium Loans together with accrued interest within thirty (30) days after we send a written notice of requesting return, this Policy shall lapse.

29. REINSTATEMENT

29.1 If the Policy lapses due to Clause 15.2, within three (3) years after the lapse, you may apply to reinstate this Policy, subject to the following:

- a. The Policy has not been surrendered;
- b. Receipt by us of all overdue Premium(s) and other accrued interest at such rates as declared by us from time to time;
- c. Receipt by us of any unpaid loans and Automatic Premium Loan together with accrued interest shall also be reinstated; and
- d. Submission of evidence of survival and insurability of the Insureds to our satisfaction.

29.2 Interest is accrued by the same loan interest rates basis and shall be based on the loan interest rates in effect since the time of lapse under Clause 29.1 of this provision.

29.3 The Company shall not be liable for any claims for events occurring during the period from the date of lapse of this Policy to the approval date of reinstatement.

保險費條款

26. 保險費繳交

基本計劃之保險費須於保險單首頁上所列之繳清保險費日期全數繳清。在其中一位或兩位被保險人的生存期間內，要保人須根據相關之到期日或之前繳付保險費，至保險單首頁所示的繳清保險費日期為止。保險費須以本保單約定的方式繳交。

27. 寬限期

本公司允許每期保險費的相關到期日後的一(1)個曆月作為寬限期。本保單的所有保障於寬限期內仍然有效。

28. 未繳保險費

28.1 若未能於寬限期內全數繳付保險費而保單無解約價值，保單將會失效。所有保障與獲得週年紅利或忠誠紅利的權益(如有)將於保單失效時停止。

28.2 若未能於寬限期內全數繳付保險費，但保單尚有解約價值及保險費仍未全數繳清時，保單將自動墊繳保險費。

- a. 要保人同意當超過寬限期時仍未繳交保險費時，如保單具有解約價值可自動墊繳保險費。墊繳保險費的利息，自寬限期間終了之翌日起，按墊繳當時本公司公告之保單借款的利率計算，並應於墊繳日的翌日開始償付利息；但要保人自應償付利息之日起，未付利息已逾一年以上而經公司以書面通知後仍未償付者，本公司得將其利息滾入墊繳保險費後再行計息。
- b. 如保單之解約價值餘額不足以墊繳一日保險費且經本公司書面通知後屆三十日仍不交付時，此保單將會失效。

29. 契約效力之恢復

29.1 若因本保單條款 15.2 之情形導致保單失效時，要保人可於保單失效後三(3)年內申請復效。惟應：

- a. 保單並未解約；
- b. 要保人須繳交一切欠繳保險費及其它累積利息；
- c. 要保人須償還未償還之借款、自動墊繳保險費及其累積利息；及
- d. 要保人須提供被保險人的生存證明及可保證明，並獲得本公司同意。

29.2 受限於上述保單條款 29.1，利息根據保單失效時之借款利率計息，計算方式與借款利息計算方式相同。

29.3 如事件發生於保單失效期間及本公司批准復效前，本公司將不負任何理賠責任。

CASH VALUE AND LOAN PROVISION

30. CASH VALUE

Cash Value of this Policy at the end of each Policy year is equal to the guaranteed cash value of the Basic Plan (as shown in the Table of Guaranteed Values on the Policy Data Page), provided that Premium(s) have been paid in full when due, exclusive of Dividend Value and unpaid loans together with accrued interest. Cash Value at other times depends on the date to which Premium(s) have been paid, and on how much time has passed since the last Policy anniversary.

31. LOAN VALUE

31.1 Loan Value is equal to ninety percent (90%) of Cash Value, plus ninety percent (90%) of any Dividend Value, less any unpaid loans together with accrued interest.

31.2 You may borrow any amount of Loan Value as defined under Clause 31.1 using this Policy as collateral, and we shall require you to sign a loan agreement acceptable to us. We reserve the right to defer making the loan for as long as six (6) months after we receive your loan request.

31.3 If you choose to exercise the annuity option under Clause 35, the right under Clause 31.2 will no longer be available.

32. LOAN INTEREST

32.1 Loan interest accrues each day and is compounded on a yearly basis. Interest is due on each Policy anniversary, or on the date of death of the last surviving Insured, surrender of this Policy, lapse of this Policy, loan increase or loan repayment, or on any other dates we specify.

32.2 Interest not paid when due and fails to return the Loan Interest with one (1) year after we sends a written notice of requesting return, the Loan Interest becomes part of the loan and shall also bear interest.

33. LOAN INTEREST RATE

33.1 Loan interest rate, including interest rate for an Automatic Premium Loan for this Policy, is determined by us from time to time and may fluctuate.

33.2 The rate at any given time shall apply to the entire amount of an unpaid loan and Automatic Premium Loan.

33.3 We may adjust this rate when necessary and accrue interest on the basis of the latest loan interest rate, but shall adjust it at any time.

34. LAPSE OF POLICY DUE TO UNPAID LOAN

If at any time the unpaid loan together with accrued interest exceeds the sum of Cash Value and any accumulated Dividend Value, we shall mail a notice to you at your last known address. If the amount of the unpaid loan together with accrued interest in excess of the sum of Cash Value and any accumulated Dividend Value is not paid within thirty (30) days of the date of the notice, the coverage under this Policy shall lapse automatically.

現金價值及借款條款

30. 現金價值

若保險費按時全數繳清，每個保單年度末的現金價值相等於基本計劃的保證現金價值(如保險單首頁內的保證價值表所示)。此價值並不包括紅利價值及任何未償還借款、自動墊繳保險費含累積利息。保單年度內之現金價值之計算以保險費繳付至保險費到期日，與上次保單週年日期間比例計算其數值。

31. 保單借款金額

31.1 要保人可利用保單借款，其保單借款金額之上限為現金價值的百分之九十(90%)及紅利價值的百分之九十(90%)之總和，再扣除未償還借款、自動墊繳保險費及其累積利息後之餘額。

31.2 要保人按本保單條款 31.1 規定申請保單借款時，必須簽署一份經本公司同意的借款同意書。收到要保人的借款申請後，本公司有權延期給付借款最長六(6)個月。

31.3 按本保單條款 31.2 要保人的借款權利於本保單條款 35 行使年金選擇時將不再適用。

32. 借款利息

32.1 借款利息乃每日累積並以每年複利的方法計算，並於每個保單週年日、最後一位仍生存之被保險人身故時、解約、保單停效、借款償還或其他本公司指定日期結算。

32.2 若利息於上述結算日尚未繳清且未付利息已逾一年以上而經公司以書面通知後仍未償付者，本公司得將該利息納入借款一部分，並需支付利息。

33. 借款及自動墊繳利率

33.1 借款利率(包括保單以保單借款、自動墊繳保險費繳付保險費的利率)由本公司公告之利率為準。

33.2 借款利率是適用於全部的未償還借款、自動墊繳保險費。

33.3 本公司得調整借款利率，本公司得自公告日起依新公告之利率為準；惟在必要時，亦會作出調整。

34. 未償還借款導致的保單停效

當未償還借款及其累積利息超過於現金價值及任何紅利價值之總和，本公司會以書面通知並郵寄至要保人最後登記之地址。如於該通知書日期的三十(30)天內未能繳清未償還借款及其累積利息與現金價值及任何紅利價值之總和之間的差額，保單的保障將自動停效。

ANNUITY OPTION PROVISION

35. ANNUITIZATION OF SURRENDER VALUE

35.1 Upon satisfaction of (a) to (f) below, you may exercise the annuity option by converting all or part of the Surrender Value into an annuity income payment:

- a. you are the last surviving Insured of the Policy and one Insured has died;
- b. the Policy has been in force for over ten (10) years;
- c. you exercise the annuity option after the paid-up date of the Basic Premium as specified on the Policy Data Page;
- d. all loans together with accrued interest thereof or indebtedness that is owed by you to us up to the date of the annuitization has been repaid;
- e. your age satisfies the minimum and maximum requirements as determined by the Company from time to time when you exercise the annuity option; and
- f. the amount of Surrender Value that you apply for annuitization shall not be less than the minimum requirement as determined by the Company from time to time.

35.2 The annuity option can be exercised once only under the Policy.

35.3 Once your request for exercising the annuity option is approved by us, policy entitlements, as defined in Clauses 23, 24, 25, 30 and 31, corresponding to the annuitized portion will no longer be available.

36. ANNUITY OPTIONS

You may elect one of the below annuity options or any other annuity option offered by the Company at the time of annuitization. Once an annuity option is elected by you and approved by us, it is irrevocable.

a. **FIXED INCOME LIFE ANNUITY**

A fixed monthly income which is determined by the Company at our sole discretion upon annuitization will be paid to you until the death of the Insured.

b. **FIXED INCOME LIFE ANNUITY WITH 20-YEAR ANNUITY INCOME PAYMENT GUARANTEE PERIOD**

A fixed monthly income which is determined by the Company at our sole discretion upon annuitization will be paid for twenty (20) years commencing from the approval of your annuitization request ("Guarantee Period"), whether or not you are alive:

- (i) if you survive the Guarantee Period, the fixed monthly income will continue to be paid to you until your death;
- (ii) if you fail to survive the Guarantee Period, the fixed monthly income will continue to be paid to your designated beneficiary (whom you shall specify at the time of annuitization and who may not be the same as the Beneficiary under this Policy) until the end of the Guarantee Period.

37. PAYMENT OF ANNUITY INCOME

The annuity income shall be paid to you in accordance with the annuity option elected and subject to any administrative rules as determined by the Company from time to time.

年金選擇條款

35. 解約價值轉換年金

35.1 在符合以下條件(a)至(f)下，要保人可行使年金選擇，將全數或部分解約價值轉換為年金：

- a. 要保人必須為保單的最後一位仍生存之被保險人且已有一位被保險人已身故；
- b. 保單須生效超過十(10)年；
- c. 要保人須於保險單首頁上所列之保險費的繳清日期後才可行使年金選擇；
- d. 所有借款、自動墊繳保險費及其累積利息或其它負債已償還；
- e. 要保人在行使年金選擇時的年齡須符合本公司當時決定之最低年齡及最高年齡的要求；及
- f. 用於轉換年金之解約價值不可小於本公司當時決定之最低金額的要求。

35.2 本保單下的年金選擇只可行使一次。

35.3 一旦要保人行使年金選擇的請求獲本公司同意，已轉換之相關部分的所有於本保單條款 23、24、25、30 及 31 的保單權利將不再適用。

36. 年金選擇

要保人可於轉換年金時選擇以下其中一項年金選擇或本公司當時提供的其他年金選擇。一旦要保人決定的年金選擇獲本公司同意，其選擇將不可撤銷。

a. 定額終身年金

本公司每月固定年金金額將會給付予至要保人身故為止，年金金額將於轉換年金時由本公司釐定。

b. 二十(20)年年金保證期間的定額終身年金

在本公司同意要保人轉換年金申請後的二十(20)年期間(「保證年期」)，無論要保人生存與否，本公司將會給付每月固定年金，年金金額將於轉換年金時由本公司釐定：

- (i) 若要保人於保證年期後仍然生存，本公司將繼續給付每月固定年金至要保人身故為止；
- (ii) 若要保人於保證年期內身故，本公司則會繼續給付每月固定年金予要保人指定的受益人(指要保人於轉換年金時指定的受益人，該受益人可不同於本保單的受益人)直至保證年期完結為止。

37. 給付年金金額

本公司將按要保人決定的年金選擇及本公司當時決定的行政規則給付年金予要保人。