

COUPONPOWER GUARANTEED LIFE INSURANCE PLAN CONTENTS

	Page
A. GENERAL PROVISIONS.....	1
1. MEANINGS AND DEFINITIONS.....	1
2. ENTIRE CONTRACT.....	3
3. INCONTESTABILITY.....	3
4. SUICIDE.....	4
5. IN FORCE.....	4
6. PAYMENT OF PREMIUMS.....	4
7. GRACE PERIOD.....	5
8. NON-PAYMENT OF PREMIUMS.....	5
9. REINSTATEMENT.....	5
10. OWNERSHIP.....	6
11. ASSIGNMENT.....	6
12. BENEFICIARY.....	6
13. DEATH BENEFIT.....	6
14. DEATH BENEFIT CLAIM.....	7
15. SURRENDER.....	7
16. POLICY PAYMENT.....	7
17. COLLECTION AND USE OF CUSTOMER INFORMATION, FINANCIAL CRIME RISK MANAGEMENT ACTIVITY AND TAX COMPLIANCE.....	8
18. APPLICABLE LAW AND JURISDICTION.....	12
19. MISCELLANEOUS.....	12
20. RIGHTS OF THIRD PARTIES.....	13
21. POLICY SERVICING.....	13
 B. MONTHLY GUARANTEED INCOME PROVISIONS.....	 13
 C. MATURITY PROVISIONS.....	 13
 APPENDIX 1.....	 14
Supplementary Benefits Listed On The "Policy Schedule 1" (if any)	

「進息保」全保證人壽保險計劃 目錄

	頁
甲. 一般條款.....	1
1. 含義及釋義.....	1
2. 整份合約.....	3
3. 不可異議.....	3
4. 自殺.....	4
5. 保單生效期.....	4
6. 繳付保費.....	4
7. 寬限期.....	5
8. 欠付保費.....	5
9. 保單復效.....	5
10. 持有權.....	6
11. 權益轉讓.....	6
12. 受益人.....	6
13. 身故保障.....	6
14. 身故保障賠償.....	7
15. 退保.....	7
16. 保單付款.....	7
17. 收集及使用客戶資料，金融罪行風險管理活動及稅務合規.....	8
18. 適用的法律及司法管轄權.....	12
19. 雜項.....	12
20. 第三者權益.....	13
21. 保單服務.....	13
乙. 每月保證入息條款.....	13
丙. 期滿條款.....	13
附錄1.....	14
載於保單附表1之附加保障(如適用者)	

The terms and conditions of this Policy are as follows:

A. GENERAL PROVISIONS

1. MEANINGS AND DEFINITIONS

In this Policy, Hang Seng Insurance Company Limited is referred to as "the Company", "we", "our" or "us" and the Policyholder is referred to as "you" or "your".

Capitalized words or terms shall have the meaning defined in this Policy, unless the context requires otherwise. Singular words used in this Policy shall include the plural and the masculine shall include the feminine and vice versa.

"Application" means your application for this Policy and includes any written statements or answers given by you or the Life Insured as evidence of insurability and any medical information in relation to the Life Insured and the Policyholder (where applicable).

"Basic Plan" means the Basic Plan specified in Benefit Details of Policy Schedule 1.

"Beneficiary(ies)" means the person or persons designated as the Beneficiary(ies) under provision A12.

"Benefit Cessation Date" means the date specified as Benefit Cessation Date in Policy Schedule 1.

"Death Benefit" means at any time subject to provisions A2(c) and A4, an amount calculated in accordance with provision A13 and payable upon the death of the Life Insured.

"Grace Period" means, in respect of a premium payable under this Policy, the period as referred to in provision A7.

"Guaranteed Cash Value" means the amount derived from the Tabular Guaranteed Cash Value rate shown in Policy Schedule 2 and is calculated based on the relevant Policy Amount at any time.

"Hong Kong SAR" means the Hong Kong Special Administrative Region of the People's Republic of China.

"Indebtedness" means the amount of all outstanding premiums under this Policy.

"Insurance Age" means, at any date, the age of the Life Insured or the Policyholder (where applicable) on the last birthday prior to (or on the birthday the same day as) the Policy Date or the relevant Policy Anniversary.

"Issue Date" means the date specified as Issue Date in Policy Schedule 1.

"Life Insured" means the person named as the Life Insured in Policy Schedule 1 or any Policy Endorsements issued by us.

"Maturity Benefit" means an amount calculated in accordance with provision C and payable to the Policyholder upon the Benefit Cessation Date of the Basic Plan.

以下列出本保單的各項條款及細則：

甲. 一般條款

1. 含義及釋義

在本保單內，恒生保險有限公司稱為「本公司」，而保單持有人稱為「閣下」。

除非文義另有所指，否則定義詞語或語句將具有本保單所規定之釋義。在本保單內，單數的字眼亦包括複數，及男性的字眼亦包括女性，反之亦然。

「申請書」指閣下為本保單作出的申請書，並包括閣下或受保人為可保證明作出的任何陳述或回覆，以及有關受保人及保單持有人(如適用)的任何健康資料。

「基本計劃」指在保單附表1保障詳情上列明的基本計劃。

「受益人」指根據第甲12項條款所指定為受益人之人士。

「保障終止日」指在保單附表1內所列明的保障終止日。

「身故保障」指在任何時間在不抵觸第甲2(c)項條款及第甲4項條款之情況下，根據第甲13項條款計算之金額，並須於受保人身故時支付。

「寬限期」指在第甲7項條款就本保單需繳之保費所述的期間。

「保證現金價值」指在任何時間根據有關保單金額及保單附表2上列明之保證現金價值率所釐訂的金額。

「香港特別行政區」指中華人民共和國香港特別行政區。

「債項」指本保單的任何未付之保費。

「受保年齡」指在任何一日，受保人或保單持有人(如適用)在保單日期或有關的保單週年日當天(若生日是同一天)或之前的最後一個生日的年齡。

「簽發日期」指在保單附表1內所訂明的簽發日期。

「受保人」指在保單附表1或本公司發出的任何保單批註內所訂明的受保人。

「期滿保障」指於基本計劃之保障終止日時根據第丙項條款所計算及須付予保單持有人的金額。

“Monthiversary” means the day in each succeeding month corresponding to the Policy Date, or if such date does not exist, then the last day of that succeeding month.

“Monthly Guaranteed Income” means the respective amounts payable to the Policyholder in accordance with provision B1.

“Net Cash Value” means at any time, subject to provision A15, an amount equal to (i) the Guaranteed Cash Value less (ii) any Indebtedness.

“Payment Cessation Date” means the date specified as the Payment Cessation Date in Policy Schedule 1.

“Payment Currency” means the currency acceptable to us in which all payments to the Company must be made.

“Policy” means the Application and the terms and conditions set out in this document including the Policy Schedules, the Supplementary Benefit provisions (if any) and in any Policy Endorsements issued by us from time to time.

“Policyholder” means the person named as the Policyholder in Policy Schedule 1 or any Policy Endorsements issued by us.

“Policy Amount” means the amount specified as Policy Amount in Policy Schedule 1, subject to any adjustments that has taken place under provision A15(b).

“Policy Anniversary” means each anniversary of the Policy Date.

“Policy Currency” means the currency specified as Policy Currency in Policy Schedule 1, in which all benefits accruing are recorded.

“Policy Date” means the date specified as Policy Date in Policy Schedule 1.

“Policy Endorsement(s)” means any document(s) issued by us which set(s) out any revisions or amendments to this Policy.

“Policy Schedule” means the schedule(s) attached to this Policy and any amendments or substitutes thereto, and any new schedule(s) expressly adopted by us, in each case as notified in writing to the Policyholder.

“Policy Year” means the period from a Policy Anniversary up to but excluding the next Policy Anniversary. The first Policy Year shall be the period from the Policy Date to the day immediately preceding the first Policy Anniversary.

“Prevailing Exchange Rate” means a market-based prevailing exchange rate between Payment Currency or Settlement Currency (as the case may be) and Policy Currency as determined by us from time to time.

“Settlement Currency” means the currency in which all payments from the Company shall be made, which is set at Policy Currency, or you may indicate to us in writing if you prefer Hong Kong Dollars. However, we have the final discretion in determining which currency applies.

「**月結日**」指每個隨後月份中與保單日期對應之日子；或若該隨後月份不存在有關日期，則指該月的最後一日。

「**每月保證入息**」指根據第乙1項條款應支付予保單持有人的相應金額。

「**淨現金價值**」指在任何時間，根據第甲15項條款，相等於(i)保證現金價值扣除(ii)任何債項之所得的金額。

「**保費供款終止日**」指在保單附表1內所訂明的付款終止日。

「**繳款貨幣**」指所有由本公司收取款項並為本公司所接受的貨幣。

「**保單**」指申請書及本文件所列之條款及細則，包括保單附表、附加保障條款(如有)及本公司不時發出的任何保單批註。

「**保單持有人**」指在保單附表1或本公司發出的任何保單批註內所訂明的保單持有人。

「**保單金額**」指在保單附表1內所訂明的保單金額。該金額會根據第甲15(b)調整。

「**保單週年日**」指保單日期的每一個週年日。

「**保單貨幣**」指保單附表1內所訂明的保單貨幣，而所有累計利益將以此貨幣記錄。

「**保單日期**」指在保單附表1內所訂明的保單日期。

「**保單批註**」指本公司發出更改或修訂本保單的任何文件。

「**保單附表**」指隨本保單發出的保單附表及其後以書面通知保單持有人的任何修訂或代替、以及本公司明確採納的任何新保單附表。

「**保單年度**」指由保單週年日當日起計至下一個接續之保單週年日，但不包括此接續之保單週年日當日。首個保單年度為保單日期當日起計至首個保單週年日，但不包括此首個保單週年日當日。

「**匯率**」指由本公司不時以市場為基礎決定之繳款貨幣或結算貨幣(視情況而定)與保單貨幣的匯率。

「**結算貨幣**」指本公司支付的所有款項所使用的貨幣，訂為保單貨幣，或閣下可以書面通知本公司閣下選擇港元。惟本公司就訂立有關結算貨幣擁有最終決定權。

“Supplementary Benefit” means any benefit supplement to the Basic Plan as listed under the section of Benefit Details in Policy Schedule 1 or any Policy Endorsement issued by us.

“Total Premiums Paid” means for the purpose of calculating the Death Benefit in provision A13, the total amount of premiums due and paid for the Basic Plan, except that any balance of the aggregate premium with interest accumulated (if any) by the operation of the aggregate premium will not be counted for the computation of the “Total Premiums Paid” unless and until such part of the premiums is actually due on that date; and subject to any adjustments that has taken place under provision A15(b).

2. ENTIRE CONTRACT

- (a) The entire contract between you and us is made up of this Policy, your Application and the Policy Schedule.
- (b) Subject to provision A2(c), no amendment to this Policy will take effect unless it is written in a Policy Endorsement or a revised Policy Schedule issued by us and you agree to such amendment in writing.
- (c) We may amend this Policy without your agreement if,
 - (i) any particulars contained in Policy Schedule 1 or in any written statements or answers (in particular, relating to age, sex, etc.) are found to be incorrect; or
 - (ii) we discover that you have, or the Life Insured has, misrepresented or omitted any facts which you or the Life Insured knew, or a reasonable person in your or the Life Insured's circumstances ought to have known, was material to our assessment of the risk of insuring the Life Insured.

If we amend the Policy under this provision A2(c), any such amendment will be contained in a Policy Endorsement to this Policy or a revised Policy Schedule and the amendment will apply retrospectively from the Policy Date to reflect the terms and conditions on which we would have issued this Policy had the full and correct information been provided, which will be determined by us in our absolute sole discretion. Notwithstanding the above, if we determine that the Life Insured would not have been eligible for insurance coverage under this Policy had the full and correct information been provided, we shall terminate the Policy and our liability will be limited to any amount paid to us by the Policyholder (excluding any interest) under this Policy less any Indebtedness.

3. INCONTESTABILITY

Subject to provision A2(c), we will not in the absence of fraud contest this Policy during the lifetime of the Life Insured after it has been in force for two years from the later of the Issue Date, or the effective date of the last reinstatement pursuant to provision A9. This provision will not apply to any Supplementary Benefits.

「附加保障」指在保單附表1的保障詳情或本公司發出的保單批註內任何已附於基本計劃的附加保障。

「已繳總保費」就計算第甲13項條款的身故保障而言，指所有到期及已繳的基本計劃保費總額，惟合計保費金額運作下的合計保費金額結餘及其積存利息(如有)，將不會用以計算「已繳總保費」。「已繳總保費」可能會根據第甲15(b)項條款調整。

2. 整份合約

- (a) 閣下與本公司之間所達成的整份合約包括本保單、閣下之申請書及保單附表。
- (b) 除第甲2(c)項條款外，若非具備本公司發出的書面保單批註或修訂的保單附表及閣下以書面表示同意有關的修訂，本保單所作出的任何修訂將不會生效。
- (c) 在下列情況下，本公司可在未經閣下的同意下修訂本保單，
 - (i) 如發現保單附表1或任何的書面陳述或回覆的詳情(尤其關於年齡、性別等)有錯誤；或
 - (ii) 本公司發現閣下或受保人誤述或隱瞞閣下或受保人已知的事實，或一個具備常理的人士在相同的情況下應該知道的事實，而有關事實對本公司評估承保受保人的風險具有重要性。

若本公司根據第甲2(c)項條款作出修訂，任何有關修訂將載於一份附於本保單的保單批註或修訂的保單附表，並從保單日期起追溯應用來修訂本保單的條款及細則，以反映本公司在考慮到全面而真確的資料下，本應簽發保單的條款及細則(本公司有絕對酌情釐定)。儘管有上述規定，倘若本公司認為若申報了全面而真確的資料下，已令受保人不符合本保單的投保資格，則本公司將終止保單，而本公司的責任將只限於發還保單持有人就本保單已繳付的任何金額(不包括任何利息)，扣除任何債項。

3. 不可異議

若非欺詐及除依照第甲2(c)項條款外，在受保人在生期間，本保單由簽發日期或根據第甲9項條款的最近一次的保單復效生效日(以較後者為準)起生效達兩年後，本公司不得對本保單提出異議。此項條款不適用於任何附加保障。

4. SUICIDE

If the Life Insured dies by suicide, whether sane or insane, within one year of the later of the Issue Date, or the effective date of the last reinstatement pursuant to provision A9, our liability will be limited to a refund of the premiums paid to us by the Policyholder under this Policy, less any Indebtedness and any amount paid by us pursuant to provisions A15(b) and B.

5. IN FORCE

This Policy comes into force on the Policy Date and will remain in force until the earliest of (a) to (f) as follows:

- (a) the Benefit Cessation Date of the Basic Plan;
- (b) the date of death of the Life Insured;
- (c) the due date of the unpaid premium if this Policy lapses in accordance with provisions A8;
- (d) the date this Policy is surrendered under provision A15;
- (e) the date this Policy terminates pursuant to the terms of any Supplementary Benefits or otherwise is cancelled, lapses or becomes void;
- (f) the date this Policy is terminated pursuant to provision A17(b)(vii).

6. PAYMENT OF PREMIUMS

The premiums are payable to us while the Life Insured is alive, on or before the premium due dates up to but excluding the relevant Payment Cessation Date, or until the last premium due date prior to the date of termination of this Policy, if that is earlier.

Premiums, as set out in Policy Schedule 1, are payable by way of (i) regular premium payable annually by any method which we make available; or (ii) an aggregate premium. No change of frequency of premium payment of this Policy is allowed.

- (a) For an aggregate premium policy mentioned under (ii) above, the required annual premium will be deducted from the balance of the aggregate premium on the relevant premium due dates. The balance of aggregate premium, after deducting the annual premium on the relevant premium due dates will be accumulated with a guaranteed interest as specified in Policy Schedule 1. No withdrawal from the balance of the aggregate premium with interest accumulated (if any) is allowed once paid except under provisions A6(b) or A15.
- (b) If the Policyholder has paid aggregate premium as specified in Policy Schedule 1, in the event of death of the Life Insured or surrender, the balance of the aggregate premium with interest accumulated (if any) at the date of death of the Life Insured or the surrender request is processed (as the case may be) will be payable on top of the Death Benefit under provision A13 or the surrender value determined under provision A15.

4. 自殺

若受保人在簽發日期或根據第甲9項條款的最近一次的保單復效生效日(以較後者為準)起一年內自殺身亡，無論自殺時神志清醒或錯亂，本公司的責任將只限於發還保單持有人就本保單已繳付的保費，扣除任何債項及本公司根據第甲15(b)及乙項條款支付的任何金額。

5. 保單生效期

本保單視為由保單日期起生效，並繼續生效直至發生下列任何(a)至(f)的情況(以最先者為準)為止：

- (a) 基本計劃之保障終止日；
- (b) 受保人身故當日；
- (c) 若本保單按照第甲8條款失效，則指有關未付保費到期當日；
- (d) 本保單根據第甲15項條款退保當日；
- (e) 本保單根據任何附加保障的條款下終止或在任何其他情況下取消、失效或無效之當日；及
- (f) 本保單根據第甲17(b)(vii)項條款終止當日。

6. 繳付保費

受保人在生期間，保費須在到期日或之前向本公司繳付，直至(但不包括)有關的保費供款終止日或直至本保單終止日前之最後一個保費到期日(以較早者為準)為止。

閣下可依照本公司規定的任何方法(i)按年每期繳付形式，或(ii)以合計保費金額形式繳付列於保單附表1上之保費金額。本保單不得更改保費繳付之頻率。

- (a) 若保單為上述(ii)的合計保費金額保單，每年應繳之保費將在保費到期日由合計保費金額結餘扣除。於相關保費到期日扣除所需每年保費後的合計保費金額結餘將根據保單附表1上列明之保證年息率積存生息。除按第甲6(b)項條款或第甲15項條款的規定外，合計保費金額結餘及其積存利息(如有)一經繳付後將不可提取。
- (b) 若保單持有人根據保單附表1上列明以合計保費金額形式繳交保費，當受保人身故或退保時，除依照第甲13項條款下之身故保障或第甲15項條款下訂定的退保價值外，於受保人身故日期或處理退保指示當日(視情況而定)的合計保費金額結餘及其積存利息(如有)將會被支付。

If the Payment Currency is different from the Policy Currency, premiums paid will be converted to the Policy Currency at the Prevailing Exchange Rate on the date that the payment is processed.

7. GRACE PERIOD

We allow a Grace Period of 30 days for payment of any premium when due. A premium will not be regarded as paid unless it is received by us by the end of the Grace Period.

If death of the Life Insured occurs within the Grace Period, we will pay the Death Benefit pursuant to provision A13.

8. NON-PAYMENT OF PREMIUMS

If a premium is not paid by the end of the Grace Period, this Policy will immediately lapse with effect as at the due date of the unpaid premium. After the Policy has lapsed, any Net Cash Value as at the premium due date will be paid to the Policyholder.

9. REINSTATEMENT

If this Policy has lapsed due to non-payment of premiums under provision A8, you may apply to reinstate this Policy within one year from the date this Policy is terminated. To reinstate this Policy, we require:

- (a) a written application for reinstatement;
- (b) production, at your expense, of evidence of insurability satisfactory to us;
- (c) payment of all overdue premiums with interest since the due date of the first unpaid premium and up to the time of reinstatement;
- (d) repayment of any Net Cash Value (if any) paid by us with interest upon lapse of the Policy; and
- (e) repayment of any Indebtedness outstanding at due date of the first unpaid premium, with interest.

We have the sole discretion to determine whether to accept any application for reinstatement. If we accept your application, the applicable interest on overdue premiums, Net Cash Value (if any) as mentioned in A9(d) above and any Indebtedness will be calculated at a rate and method determined by us from time to time.

The time periods specified under provisions A3 and A4 and provision 2 of the Supplementary Benefit, Designated Cancer Benefit, shall restart from the effective date of reinstatement.

若繳付貨幣不是保單貨幣，本公司將於處理付款當日按現行匯率將保費兌換為保單貨幣。

7. 寬限期

本公司會給予閣下30日的繳付保費寬限期。本公司必須在寬限期內收到保費，否則有關保費將不會被視作已繳付。

如受保人於寬限期內身故，本公司將根據第甲13項條款支付身故保障。

8. 欠付保費

若閣下在寬限期完結時仍未繳付保費，本保單將由未付保費到期當日起失效。當保單失效後，保單持有人將獲支付保費到期當日之淨現金價值。

9. 保單復效

若本保單因第甲8項條款下欠付保費失效後，閣下可在本保單終止當日的一年內申請保單復效。申請保單復效時，閣下須：

- (a) 以書面申請保單復效；
- (b) 提交使本公司滿意的可保證明，惟閣下須支付有關之費用；
- (c) 繳付由首個未付保費的到期日起至保單復效時之所有逾期保費連利息；
- (d) 償還任何於保單失效時本公司派發的淨現金價值(如有)連利息；及
- (e) 償還首個未付保費到期日當日積欠的任何債項連利息。

本公司有完全的酌情決定權決定是否接納復效申請。若申請被接納，用以計算到期保費、根據上述第甲9(d)項條款的淨現金價值(如有)及任何債項的適用利息，將根據本公司不時訂定之利率及方法而計算。

上述第甲3及甲4項條款及附加保障「指定癌症保障」條款2所列明的時期會於保單復效日當日重新開始計算。

10. OWNERSHIP

Subject to the rights of any irrevocable beneficiary, you have all rights of ownership in this Policy while it is in force. You may subject to our consent change the ownership of this Policy, from yourself to a new Policyholder. To request such a change you must file a written request with us in a form specified by us together with satisfactory identity proof of the new Policyholder. If this change takes effect, all rights of ownership in this Policy will be passed to the new Policyholder on the effective date of such change.

Any change will not be effective until it is accepted and recorded by us. Once accepted and recorded, the change will take effect as of the date you signed the request, subject to any payment we have made or action we have taken before recording the change.

Change of ownership may affect the coverage under the Supplementary Benefit(s) and please refer to the provisions of the Supplementary Benefit(s).

11. ASSIGNMENT

You may assign this Policy as collateral for a loan without the consent of any revocable Beneficiary. A request for assignment will not be effective until it is accepted and recorded by us. We will not be responsible for the consequences, validity or effect of any assignment.

12. BENEFICIARY

- (a) The Beneficiary(ies) designated by you under this Policy or by a declaration in writing, such Beneficiary(ies) will be entitled to the Death Benefit of this Policy.
- (b) While this Policy is in force, you may change the Beneficiary(ies) by giving us a written request in a form specified by us. A change of Beneficiary(ies) shall be effective only if approved and recorded by us.
- (c) A change of Beneficiary(ies) will be deemed effective as of the date the request is signed.

13. DEATH BENEFIT

Subject to the receipt of the documents or information to our satisfaction pursuant to provision A14 below, the Company will pay the Death Benefit if the Life Insured dies while this Policy is in force. For the avoidance of doubt, the Company will not pay the Death Benefit if the Life Insured dies on the Benefit Cessation Date of the Basic Plan.

The Death Benefit will be calculated as follows as at the date of death of the Life Insured:

The higher of:

- (i) 101% of Total Premiums Paid for the Basic Plan if date of death of the Life Insured happens before the 2nd Policy Anniversary and 103% of Total Premiums Paid for the Basic Plan if date of death of the Life Insured happens on 2nd Policy Anniversary and onwards; or
- (ii) Guaranteed Cash Value,

plus the balance of the aggregate premium with interest accumulated (if any), less Indebtedness (if any).

10. 持有權

在不抵觸任何不可撤銷受益人的權益之情況下，閣下在本保單生效期內可擁有本保單一切的持有權。如獲本公司同意，閣下可把本保單的持有權由閣下轉移給另一位新保單持有人。轉移持有權申請須按本公司指定之表格以書面申請，並連同新保單持有人的有效身份證明提交予本公司。如轉移持有權生效，本保單的一切持有權即從轉移生效日起歸予新的保單持有人。

任何轉移須經本公司接受及記錄後方可生效。一經接受及記錄，除登記轉移前本公司已繳付的任何金額或已完成的任何行動外，有關持有權的轉移將自閣下簽署申請的當日生效。

持有權的轉移或會影響附加保障，請參閱附加保障條款。

11. 權益轉讓

閣下可在未經可撤銷受益人的同意下，轉讓本保單以作為申請貸款的抵押品。權益轉讓之要求須在本公司接受及記錄後方可生效。對於任何轉讓的後果、有效性或效力，本公司概不負責。

12. 受益人

- (a) 閣下根據本保單或以書面指定的受益人，有關受益人將被視為可受益於本保單之身故保障。
- (b) 在本保單生效期間，閣下可按本公司指定之表格以書面通知更改受益人。只在本公司核准及記錄後，更改受益人方告生效。
- (c) 更改受益人將自簽發有關更改要求當日生效。

13. 身故保障

若受保人於保單生效期間身故，本公司將於收到根據以下第甲14項條款要求之令本公司滿意的文件或資料後支付身故保障。為免生疑問，若受保人於基本計劃之保障終止日身故，本公司將不會支付身故保障。

身故保障將按下列方法於受保人身故日期計算：

以下以較高者為準：

- (i) 基本計劃之已繳總保費101% (若受保人身故發生於第2個保單周年日之前) 或基本計劃之已繳總保費103% (若受保人身故發生於第2個保單周年日及其後)；或
- (ii) 保證現金價值

加上合計保費金額結餘及其積存利息(如有)，並扣除債項(如有)。

14. DEATH BENEFIT CLAIM

- (a) If the Life Insured dies while this Policy is in force, we will pay the Death Benefit in one lump sum amount under provision A13 to the surviving Beneficiary(ies). If there are no surviving Beneficiary(ies) or if no Beneficiary(ies) have been designated, we will pay the Death Benefit to you if you are alive or to your estate. If the Life Insured and Beneficiary(ies) die in circumstances rendering it uncertain that any one of them, or which of them, survived the other or others, we shall pay the Death Benefit as if there are no surviving Beneficiary(ies).
- (b) We will only pay the Death Benefit after we have received acceptable written proof that is satisfactory to us, which shall include:
 - (i) evidence of the death of the Life Insured and the cause of death;
 - (ii) evidence of the right of the claimant to be paid;
 - (iii) this Policy; and
 - (iv) any other information which we may reasonably require to establish the validity of the claim.
- (c) The receipt of the Death Benefit payable under this Policy by the Beneficiary(ies), you or your estate or any assignee will discharge us from any further liability under this Policy.

15. SURRENDER

- (a) At any time, this Policy may be surrendered for cash equal to the Net Cash Value (if any) plus the balance of the aggregate premium with interest accumulated (if any) calculated as at the date the surrender request is processed by filing a written request with us in our specified form.
- (b) You may request to partially surrender this Policy by reducing the Policy Amount in our specified form and if such request is accepted by us, the surrender benefit payment will be determined by us as per provision A15(a) above attributable to the reduced portion of the Policy Amount. Upon partial surrender, the Policy Amount and Total Premiums Paid will be adjusted and reduced proportionally and consequential adjustments will be made in the calculations of Guaranteed Cash Value, Monthly Guaranteed Income, and Death Benefit in accordance with the terms of this Policy and the Company's liability under this Policy shall be proportionally discharged.
- (c) Upon full surrender, the Company's liability under this Policy shall be discharged.

16. POLICY PAYMENT

- (a) Any Indebtedness at the time of any payment under this Policy shall be deducted from the amount payable under this Policy, except for any amount of Indebtedness that has already been deducted or paid under another policy. Our claim for any Indebtedness will have priority over the claim of the Policyholder, any Beneficiary(ies), assignee or any other interested party.

14. 身故保障賠償

- (a) 若受保人在保單生效期間身故，本公司將依照第甲13項條款一筆過支付身故保障予尚存之受益人。若閣下指定之受益人於受保人身故前已身故或未有指定受益人，則本公司將支付身故保障予閣下(若閣下在生)或閣下的遺產承繼人。若受保人及受益人在未能確定其死亡先後的情況下身故，本公司支付身故保障時則視受益人於受保人身故前已身故。
- (b) 本公司只會在接獲令本公司滿意的書面索償證明後才支付身故保障。索償證明包括：
 - (i) 受保人死亡證明及死因；
 - (ii) 索償人有權領取款項的證據；
 - (iii) 本保單；及
 - (iv) 本公司為了確定索償有效而合理要求的其他任何資料。
- (c) 受益人、閣下或閣下之遺產承繼人或任何受讓人收取根據本保單所支付的身故保障後，本公司就本保單的任何進一步責任將被解除。

15. 退保

- (a) 本保單可在任何時間以本公司指定的表格提出書面申請退保，以取得相當於處理退保當日所計算之淨現金價值(如有)加上合計保費金額結餘及其積存利息(如有)。
- (b) 閣下可填妥本公司指定的表格調低保單金額從而部份退保。經本公司接納該要求後，本公司將根據上述第甲15(a)項條款計算按所調低保單金額之比例的退保款項，在部份退保時，本保單下的保單金額及已繳總保費將按比例調整和減少。根據本保單之條款所計算之保證現金價值、每月保證入息及身故保障也會作出相應的調整。且本公司將按比例獲解除在本保單的責任。
- (c) 在全部退保後，本公司就本保單的責任即獲解除。

16. 保單付款

- (a) 在支付本保單任何款項時，除任何根據其他保單已扣除或繳付的債項金額外，本公司將從該筆應付的金額中扣除任何債項。與保單持有人、受益人、受讓人或任何其他有利害關係的人士比較，本公司有索取任何債項之優先權。

- (b) We will make all payments under this Policy in the Settlement Currency. If the Settlement Currency is different from the Policy Currency, we shall convert such payments to the Settlement Currency based on the Prevailing Exchange Rate on the date that the settlement is processed.
- (c) We will make payments under this Policy as soon as reasonable taking into account the business conditions and any administrative rules as determined by us from time to time. We will not be liable for any losses incurred as a result of any delay in payment.

17. COLLECTION AND USE OF CUSTOMER INFORMATION, FINANCIAL CRIME RISK MANAGEMENT ACTIVITY AND TAX COMPLIANCE

(a) Definitions

Terms used in this provision and in Appendix 1 shall have the following meanings:

“Authorities” includes any local or foreign judicial, administrative, public or regulatory body, any government, or public or government agency or authority, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body, self-regulatory or industry bodies or associations of financial service providers or any of their agents with jurisdiction over any part of the HSBC Group.

“Compliance Obligations” means obligations of any member of the HSBC Group to comply with: (a) Laws or international guidance and internal policies or procedures, (b) any demand or request from Authorities or reporting, disclosure or other obligations under Laws, or (c) Laws requiring us to verify the identity of our customers and Connected Persons.

“Connected Person” means a person or entity other than you whose information (including Personal Data or Tax Information) is provided by you, or on your behalf, to any member of the HSBC Group or otherwise received by any member of the HSBC Group in connection with the provision of the Services. A **Connected Person** may include, but is not limited to, any person identified as a beneficiary under this Policy, any person who is, or may be, entitled to receive a payment under this Policy, a director or officer of a company, partners or members of a partnership, any “substantial owner”, “controlling person”, or beneficial owner, trustee, settlor or protector of a trust holding or controlling (directly or indirectly) the Policy, any of your representatives, agents or nominees, or any other persons or entities with whom you have a relationship that is relevant to your relationship with the HSBC Group.

“controlling persons” means individuals who exercise control over an entity (for a trust, these are the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries, and any other individual who exercises ultimate effective control over the trust, and in the case of a legal entity other than a trust, these are persons in equivalent or similar positions of control).

“Customer Information” means all or any of the following items relating to you or a Connected Person, where applicable: (i) Personal Data, (ii) information about you, your accounts, transactions, use of our products and services and your relationship with the HSBC Group, and (iii) Tax Information.

- (b) 本公司將以結算貨幣支付本保單下所有款項。若結算貨幣與保單貨幣不相同，本公司將根據處理結算當日的現行匯率，將該款項兌換為結算貨幣。
- (c) 本公司會合理地因應有關當時的營業情況及本公司不時釐定的行政規則盡快支付款項。因付款延誤而引致的任何損失，本公司概不負責。

17. 收集及使用客戶資料，金融罪行風險管理活動及稅務合規

(a) 釋義

下列出現於本條款及附錄1的定義詞語有下列涵義：

「**權力機關**」包括對滙豐集團任何部分具有司法權限的任何本地或外地司法、行政、公營或監管機構、任何政府，或公營或政府機關或機構、任何稅務機關、證券或期貨交易所、法院、中央銀行或執法機關，或金融服務供應商的自律監管或行業組織或協會，或彼等的任何代理。

「**合規責任**」指任何滙豐集團成員要符合下列各項的責任：(a)法律或國際指引及內部政策或程序，(b)權力機關的任何指令或要求，或法律下申報、披露或其他責任，或(c)要求本公司核實客戶及關連人士身分的法律。

「**關連人士**」指閣下以外的人士或單位，而其資料(包括個人資料或稅務資料)由閣下(或代表閣下)向任何滙豐集團成員提供或任何滙豐集團成員因其他與提供服務有關的原因獲得。**關連人士**可包括(但不限於)任何本保單指定為受益人的人士、任何有權或可能有權就本保單獲取付款的人士、公司董事或職員、合夥商的合夥人或合夥成員，任何「主要擁有人」、「控制人」、信託的實益擁有人、受託人、財產授予人或保障人，而信託的有關人士直接或間接地持有或控制本保單、閣下的任何代表、代理或代名人，或與閣下建立了關係的任何其他人士或單位，而該關係關乎閣下及滙豐集團的關係。

「**控制人**」指控制單位的個別人士(就信託而言，指財產授予人、受託人、保障人、受益人或各類受益人，及就信託行使最終實際控制權的任何其他個別人士。就非信託法律實體而言，指處於相等或類似控制位置的人士)。

「**客戶資料**」指所有或任何有關閣下或關連人士的下列各項(如有)：(i)個人資料，(ii)關於閣下、閣下的戶口、交易、使用本公司產品及服務，及閣下與滙豐集團關係的資料，及(iii)稅務資料。

“Financial Crime” means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and violations, or attempts to circumvent or violate any Laws relating to these matters.

“Financial Crime Risk Management Activity” means any action to meet Compliance Obligations relating to or in connection with the detection, investigation and prevention of Financial Crime that we or members of the HSBC Group may take.

“HSBC Group” means HSBC Holdings plc and any of its affiliates, subsidiaries, associated entities and any of their branches and offices, and **“any member of the HSBC Group”** has the same meaning.

“Laws” include any applicable local or foreign law, regulation, rule, judgment, voluntary code, directive, sanctions regime, court order, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to us or a member of the HSBC Group.

“Personal Data” means any data relating to an individual from which the individual can be identified.

“Services” includes (a) the opening and maintaining of this Policy, (b) the provision of services relating to this Policy and its termination or expiry, and (c) the maintenance of our overall relationship with you.

“substantial owners” means any individuals entitled to more than 10% of the profits of or with an interest of 10% or more in an entity either directly or indirectly.

“Tax Authorities” means Hong Kong SAR or foreign tax, revenue, fiscal or monetary authorities.

“Tax Certification Forms” means any forms or other documentation as may be issued or required by a Tax Authority or by us from time to time to confirm your tax status or the tax status of a Connected Person.

“Tax Information” means any documentation or information about your tax status and/or the tax status of any Connected Person, owner, “controlling person”, “substantial owner” or beneficial owner.

Reference to the singular includes the plural (and vice versa).

(b) COLLECTION, USE AND SHARING OF CUSTOMER INFORMATION

This provision explains how we will use information about you and Connected Persons. The Personal Information Collection Statement that applies to you and any other individuals (the **“PICS”**), also contains important information about how we and the HSBC Group will use your information and you should read this provision in conjunction with the PICS. We and members of the HSBC Group may use Customer Information in accordance with this provision and the PICS.

「**金融罪行**」指清洗黑錢、恐怖分子融資、賄賂、貪污、逃稅、欺詐、逃避經濟或貿易制裁，及違反，或意圖規避或違反有關此等事宜的任何法律。

「**金融罪行風險管理活動**」指本公司或滙豐集團成員為符合就或有關偵測、調查及防止金融罪行的合規責任而可能作出的任何行動。

「**滙豐集團**」指滙豐控股有限公司及其任何附屬公司、子公司、聯營單位及彼等的任何分行及辦事處。而「**任何滙豐集團成員**」具有相同涵義。

「**法律**」包括任何適用的本地或外地法律、法規、規則、判決、自願守則、指令、制裁制度、法院命令、任何滙豐集團成員與權力機關的協議，或權力機關之間適用於本公司或滙豐集團成員的協議或條約。

「**個人資料**」指任何與一名個別人士有關的資料而從該等資料可確定該名個別人士的身分。

「**服務**」包括(a)開立及維持本保單，(b)提供有關本保單及本保單終止或到期的服務，及(c)維持本公司與閣下的整體關係。

「**主要擁有人**」指直接或間接地享有一個單位多於10%的利潤或10%或以上權益的任何個別人士。

「**稅務機關**」指香港特別行政區或外地稅務、稅收、經濟或金融機關。

「**稅務證明表格**」指稅務機關或本公司為確認閣下的稅務狀況或關連人士的稅務狀況而不時發出或要求提供的任何表格或其他文件。

「**稅務資料**」指關於閣下稅務狀況及／或任何關連人士、擁有人、「控制人」、「主要擁有人」或實益擁有人稅務狀況的任何文件或資料。

凡提及單數詞包括指其複數(反之亦然)。

(b) 收集、使用及分享客戶資料

本條款解釋本公司如何使用關於閣下及關連人士的資料。適用於閣下及任何其他個別人士的收集個人資料聲明(「**收集個人資料聲明**」)亦包含有關本公司及滙豐集團如何使用閣下資料的重要信息。閣下應一併閱讀本條款及收集個人資料聲明。本公司及滙豐集團成員可按本條款及收集個人資料聲明使用客戶資料。

Customer Information will not be disclosed to anyone (including other members of the HSBC Group), other than where:

- (1)
 - we are legally required to disclose; or
 - we have a public duty to disclose; or
 - our legitimate interests require disclosure; or
 - the disclosure is made with your consent; and
- (2) it is disclosed as set out in the PICS.

COLLECTION

- (i) We and other members of the HSBC Group may collect, use and share Customer Information. Customer Information may be requested by us or a member of the HSBC Group or on our behalf or on behalf of a member of the HSBC Group, and may be collected from you or a Connected Person (or a person acting on your behalf or on behalf of a Connected Person), from other sources (including from publicly available information), and it may be generated or combined with other information available to us or any member of the HSBC Group.

USE

- (ii) We and other members of the HSBC Group may use, transfer and disclose Customer Information in connection with (1) the purposes set out in Appendix 1 (applicable to Customer Information other than Personal Data), (2) the PICS (applicable to Personal Data), and (3) matching against any data held by us or the HSBC Group for whatever purpose (whether or not with a view to taking adverse action against you) ((1) to (3) are collectively referred to as the **"Purposes"**).

SHARING

- (iii) We may (as necessary and appropriate for the Purposes) transfer and disclose any Customer Information to the recipients set out in the PICS (who may also use, transfer and disclose such Customer Information for the Purposes) and Appendix 1 (applicable to Customer Information other than Personal Data).

YOUR OBLIGATIONS

- (iv) You agree to inform us promptly, and in any event, within 30 days in writing if there are any changes to Customer Information supplied to us or a member of the HSBC Group from time to time, and to respond promptly to any request for Customer Information from us, or a member of the HSBC Group.
- (v) You confirm that every Connected Person whose information (including Personal Data or Tax Information) has been (or will be) provided to us or a member of the HSBC Group has (or will at the relevant time have) been notified of and agreed to the use, processing, disclosure and transfer of their information as set out in these policy terms, Appendix 1 and the PICS (as may be amended or supplemented by us from time to time). You and every Connected Person have (or will at the relevant time have) read and understand the PICS. You shall advise such Connected Persons that they have rights of access to, and correction of, their Personal Data.

客戶資料不會披露予任何人士(包括其他滙豐集團成員)，除非：

- (1)
 - 本公司因應法律要求作出披露；或
 - 本公司有公眾責任作出披露；或
 - 本公司因合法權益需要披露；或
 - 獲閣下同意作出披露；及
- (2) 按收集個人資料聲明所載作出披露。

收集

- (i) 本公司及其他滙豐集團成員可收集、使用及分享客戶資料。本公司或滙豐集團成員(或彼等的代表)可要求提供客戶資料。客戶資料可從閣下、關連人士(或代表閣下或關連人士的人士)或其他來源(包括公開資料)收集，亦可與本公司或其他滙豐集團成員可獲取的其他資料組合或產生。

使用

- (ii) 本公司及其他滙豐集團成員可就下列用途使用、轉移及披露客戶資料：(1)附錄1(適用於非個人資料的客戶資料)列出的用途，(2)收集個人資料聲明(適用於個人資料)，及(3)把客戶資料與本公司或滙豐集團因任何用途持有的任何資料進行核對，不論是否有意對閣下採取不利行動((1)至(3)統稱「用途」)。

分享

- (iii) 如為用途需要及適當的，本公司可向下列人士轉移及披露任何客戶資料：收集個人資料聲明列出的接收者，而該等接收者亦可為用途使用、轉移及披露該等客戶資料，以及附錄1(適用於非個人資料的客戶資料)列出的接收者。

閣下的責任

- (iv) 不時提供予本公司或滙豐集團成員的客戶資料如有任何變更，閣下同意從速(在任何情況下於30天內)以書面通知本公司。閣下亦同意從速回覆本公司或滙豐集團成員任何要求提供客戶資料。
- (v) 閣下確認其資料(包括個人資料或稅務資料)已被或會被提供予本公司或滙豐集團成員的每名關連人士已獲通知及同意(或在有關時候會獲通知及同意)其資料按本公司可不時修改或補充的本保單條款、附錄1及收集個人資料聲明所載使用、處理、披露及轉移。閣下及每名關連人士已(或在有關時候)閱讀及明白收集個人資料聲明。閣下須知會該等關連人士他們有權索取及改正其個人資料。

(vi) You consent and shall take such steps as are required from time to time for the purposes of any applicable data protection law or secrecy law to permit us to use, store, disclose, process and transfer all Customer Information in the manner described in these policy terms. You agree to inform us promptly in writing if you are not able or have failed to comply with the obligations set out in (v) and (vi) in any respect.

(vii) Where:

- you or a Connected Person fail(s) to provide promptly Customer Information reasonably requested by us, or
- you or a Connected Person withhold(s) or withdraw(s) any consents that we may need to process, transfer or disclose Customer Information for the Purposes (except for purposes connected with marketing or promoting products and services to you), or
- we have, or a member of the HSBC Group has, suspicions regarding Financial Crime or an associated risk,

we may:

- a. be unable to provide new, or continue to provide all or part of the Services to you;
- b. take actions necessary for us or a member of the HSBC Group to meet the Compliance Obligations; and/or
- c. terminate this Policy if we reasonably consider that by continuing the Policy or the relationship with you we may break any Laws or we, or a member of the HSBC Group, may be exposed to action or censure from any Authority. Any termination will take effect as a surrender or rescission of the Policy.

In addition, if you fail to supply promptly your, or a Connected Person's, Tax Information and accompanying statements, waivers and consents as may be requested, then we may make our own decision with respect to your status or that of a Connected Person, including whether you or a Connected Person is reportable to a Tax Authority, and may require us or other persons to withhold amounts as may be legally required by any Tax Authority and paying such amounts to the appropriate Tax Authority.

(c) FINANCIAL CRIME RISK MANAGEMENT ACTIVITY

(i) Financial Crime Risk Management Activity may include, but is not limited to: (A) screening, intercepting and investigating any instruction or communication by you or on your behalf or by a Connected Person or on their behalf; (B) investigating the source of or intended recipient of funds; (C) combining Customer Information with other related information in the possession of the HSBC Group; and (D) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming your or a Connected Person's identity and status.

(vi) 閣下同意本公司按本保單條款所述使用、儲存、披露、處理及轉移所有客戶資料，並會作出任何適用資料保障法律或保密法律不時要求的行動容許本公司如上述行事。如閣下未能或未有在任何方面遵守(v)及(vi)列出的責任，閣下同意從速以書面通知本公司。

(vii) 如：

- 閣下或關連人士未有按本公司合理的要求從速提供客戶資料，或
- 閣下或關連人士拒絕給予或撤回任何本公司為用途(不包括向閣下促銷或推廣產品及服務有關的用途)處理、轉移或披露客戶資料所需的任何同意，或
- 本公司或滙豐集團成員就金融罪行或相關風險產生懷疑，

本公司可能：

- a. 未能向閣下提供新服務或繼續提供全部或部分服務；
- b. 作出所需行動讓本公司或滙豐集團成員符合合規責任；及／或
- c. 終止本保單，若本公司合理地認為繼續維持本保單或與閣下的關係會使本公司違反法律，或任何權力機關可能對滙豐集團成員採取行動或提出譴責。任何終止會如本保單被退保或撤銷般生效。

另外，如閣下未有按要求從速提供閣下或關連人士的稅務資料及隨附陳述書、豁免書及同意書，本公司可自行決定有關閣下或關連人士的狀況，包括閣下或關連人士需否向稅務機關申報。本公司或其他人士可能被要求扣起任何稅務機關根據法律要求的金額，並支付有關金額予適當的稅務機關。

(c) 金融罪行風險管理活動

(i) 金融罪行風險管理活動包括但不限於：(A) 審查、攔截及調查閣下或關連人士(或代表彼等)發出的任何指示或通訊；(B) 調查款項的來源或預定收款人；(C) 組合客戶資料和滙豐集團持有的其他相關資料；及(D) 對個人或單位的狀況作進一步查詢(不論其是否受制裁制度約束)，或確認閣下或關連人士的身分及狀況。

- (ii) To the extent permissible by law, neither we nor any other member of HSBC Group shall be liable to you or any third party in respect of any loss (however it arose) that was suffered or incurred by you or a third party, caused in whole or in part in connection with the delaying, blocking or refusing of any payment or the provision of all or part of the Services or otherwise as a result of Financial Crime Risk Management Activity.

(d) TAX COMPLIANCE

You acknowledge that you are solely responsible for understanding and complying with your tax obligations (including but not limited to, tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of account(s) and the provision of Services. Certain territories may have tax legislation with extra-territorial effect regardless of your place of domicile, residence, citizenship or incorporation. Neither we nor any member of the HSBC Group provide tax advice. You are advised to seek independent legal and tax advice. Neither we nor any member of the HSBC Group have any responsibility in respect of your tax obligations in any jurisdiction which they may arise including any that may relate specifically to the opening and use of account(s) or Services provided by us and members of the HSBC Group.

(e) SURVIVAL UPON TERMINATION

This provision shall continue to apply notwithstanding the termination of the Services or the expiry of this Policy.

(f) MISCELLANEOUS

- (i) In the event of any conflict or inconsistency between any terms of this provision and the other terms of this Policy, the terms of this provision shall prevail.
- (ii) If all or any part of the provisions of the terms of this provision become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdictions or the remainder of the terms in that jurisdiction.

18. APPLICABLE LAW AND JURISDICTION

The terms and conditions of this Policy shall be governed by and construed in accordance with the laws of the Hong Kong SAR. In case of any dispute arising out of or in connection with this Policy, the exclusive jurisdiction of the Hong Kong SAR courts shall apply.

19. MISCELLANEOUS

If in our opinion it becomes impractical or inequitable to apply or operate any terms or conditions of this Policy due to a change in relevant legislation regulation, or in relevant political or business conditions which in our view materially affect the operation of this Policy, we may, without your agreement, amend the terms and conditions or their application in a manner which we in our discretion consider fair and reasonable. Any such amendment to the terms and conditions of this Policy will be written in and notified to you by way of an endorsement.

- (ii) 在法律許可的情況下，對閣下或任何第三方就不論任何方式產生並蒙受或招致的，不論完全或部分跟延遲、阻截或拒絕支付任何付款或提供全部或部分服務相關或因進行金融罪行風險管理活動導致的任何損失，本公司及其他任何滙豐集團成員無需負責。

(d) 稅務合規

閣下承諾自行負責了解及符合閣下在所有司法管轄區有關及因開立及使用戶口及提供服務引起的稅務責任(包括但不限於繳稅，或提交報稅表或其他有關繳交所有相關稅項的所需文件)。某些地區的稅務法例具跨領域效用，不論閣下的居籍、住處、公民身分或成立地方。本公司及任何滙豐集團成員均不提供稅務意見。本公司建議閣下尋求獨立法律及稅務意見。閣下在任何司法管轄區可能引起的稅務責任，包括任何特別有關開立及使用戶口、或本公司及滙豐集團成員提供的服務的稅務責任，本公司及任何滙豐集團成員均無需負任何責任。

(e) 終止後繼續有效

即使服務終止或本保單到期，本條款繼續有效。

(f) 雜項

- (i) 本條款與本保單的其他條款如有任何衝突或不一致，概以本條款為準。
- (ii) 本條款中的全部或任何條文在任何司法管轄區的法律下在任何方面如變成非法、無效或不可強制執行，該條文在任何其他司法管轄區或本條款的其餘部分在該司法管轄區的合法性、有效性或可強制執行性均不受影響或損害。

18. 適用的法律及司法管轄權

本保單的條款及細則受香港特別行政區法律管轄並據其解釋。就本保單而引起或有關本保單的任何爭議，香港特別行政區法院擁有專屬司法管轄權。

19. 雜項

倘若由於有關的法例或法規改變，以致本公司認為不能有效或公平地繼續應用本保單的條款或細則；或在有關的政治或商業情況下，本公司相信將會嚴重影響本保單的運作，本公司可酌情決定按照公平和合理的方式在未經閣下同意下對有關條款及細則或其應用作出修訂。有關本保單條款及細則的任何修訂將於批註中列明，並通知閣下。

20. RIGHTS OF THIRD PARTIES

No person other than you and us will have any rights to enforce the provisions of this Policy.

21. POLICY SERVICING

This Policy is intended for sale only in the Hong Kong SAR. If you, or anyone else with authority over or otherwise connected to this Policy (such as the Life Insured or the Beneficiary) is temporarily or permanently:

- (a) outside of the Hong Kong SAR; or
- (b) otherwise subject to the laws of any other place,

such that we reasonably believe that by complying with a particular term or condition we would breach any laws of the Hong Kong SAR or such other place, then we are entitled not to comply with such term or condition for any period of time we deem necessary, regardless of what such term or condition may provide. This might include declining to service some of your requests related to this Policy. You agree we will not be liable for any losses, damages, claims, liabilities or costs you or any other relevant person may suffer from our exercise of our rights under this provision. The prior sentence continues to apply even if this Policy terminates for any reason.

B. MONTHLY GUARANTEED INCOME PROVISIONS

Monthly Guaranteed Income will be payable on any Monthiversary starting from the second (2nd) Monthiversary until the Benefit Cessation Date of the Basic Plan, provided that the Policy is in force and all premiums due up to such Monthiversary have been fully paid. The amount of Monthly Guaranteed Income will be paid to you or your estate in cash, which will be made in accordance with any administrative rules as determined by us from time to time.

The Monthly Guaranteed Income amount is specified in Policy Schedule 1.

Monthly Guaranteed Income will be proportionally reduced in case the Policy has been partially surrendered pursuant to provision A15(b).

C. MATURITY PROVISIONS

If the Life Insured is alive and this Policy is in force on the Benefit Cessation Date of the Basic Plan, we will pay the Net Cash Value as of the Benefit Cessation Date in one lump sum amount to the Policyholder.

The receipt of such Net Cash Value by the Policyholder or the estate of the Policyholder (where applicable) will discharge us from any further liability under this Policy.

20. 第三者權益

除閣下及本公司以外，並無其他人士有權強制執行本保單條款。

21. 保單服務

本保單僅擬在香港特別行政區銷售。倘若閣下或對本保單享有權力或在其他方面與本保單有關的任何人士(例如是受保人或受益人)暫時性或永久性：

- (a) 身在香港特別行政區境外；或
- (b) 以任何其他方式受任何其他地方的法律管轄，

以致本公司合理地相信，透過遵守某一項條款或條件，本公司將會違反香港特別行政區或該其他地方的法律，則本公司有權在本公司認為必要的期間內不遵守該項條款或條件，不論該項條款或條件的規定為何。這可能包括拒絕向閣下提供閣下所要求的與本保單有關的某些服務。閣下同意，對於因本公司行使本條款之下的權利而使閣下或任何有關人士遭受的損失、賠償、索償、債務或費用，本公司將無須負責。即使本保單因任何原因而終止，上一句將繼續適用。

乙. 每月保證入息條款

每月保證入息將由第二(2)個月結日起計的每一個月結日派發直至基本計劃的保障終止日，條件是保單仍然有效而且截至該個月結日為止的所有到期保費均已繳清。每月保證入息金額以現金形式支付予閣下或閣下的遺產承繼人，並根據本公司不時釐定的行政規則支付。

每月保證入息金額在保單附表1內訂明。

倘保單曾依照第甲15(b)項條款部分退保，每月保證入息將按比例減少。

丙. 期滿條款

若本保單於基本計劃之保障終止日仍然生效而受保人仍然在生，本公司將一筆過支付截至保障終止日的淨現金價值予保單持有人。

保單持有人或保單持有人的遺產承繼人(如適用)收取此淨現金價值後，本公司就本保單的任何責任即獲解除。

APPENDIX 1

The following terms supplement the provision in the policy terms entitled "Collection and Use of Customer Information, Financial Crime Risk Management Activity and Tax Compliance" and relate to the use, store, process, transfer and disclosure of Customer Information other than Personal Data. Terms used in this Appendix 1 shall have the meanings set out in that provision.

USE OF CUSTOMER INFORMATION OTHER THAN PERSONAL DATA

The purposes for which Customer Information (other than Personal Data) may be used are as follows:

- (1) processing, assessing and/or approving applications for and any alterations, variations, cancellation, renewals and reinstatements of products and services;
- (2) verifying and conducting any eligibility, identity, medical and/or underwriting in connection with provision of products and/or services;
- (3) offering, providing, maintaining, reviewing, administering and evaluating products and/or services including processing any claims or investigation or analysis of such claims;
- (4) marketing, designing, improving or promoting Services or related products to you (and to Connected Persons to the extent permissible by Laws) and conducting market research;
- (5) exercising any right of subrogation;
- (6) enabling an actual or proposed assignee, transferee or participant or sub-participant of our rights to evaluate the transaction intended to be the subject of the assignment, transfer, participation or sub-participation;
- (7) complying with any obligations, requirements or arrangements, whether compulsory or voluntary, of us or any member of the HSBC Group to comply with, or in connection with any Compliance Obligations;
- (8) conducting Financial Crime Risk Management Activity;
- (9) meeting any obligations, demand or request from Authorities;
- (10) exercising any rights we or a member of the HSBC Group may have in connection with the products or services provided to you;
- (11) maintaining HSBC Group's or our overall relationship with you; and
- (12) any purposes relating or incidental to any of the above.

附錄1

下列條款關於使用、儲存、處理、轉移及披露非個人資料的客戶資料，並補充保單條款的條款「收集及使用客戶資料，金融罪行風險管理活動及稅務合規」。出現於本附錄1的定義詞語具有該條款列出的涵義。

使用非個人資料的客戶資料

非個人資料的客戶資料可被用作下列用途：

- (1) 處理、評估及／或審批產品和服務的申請，及任何產品及服務的修改、更改、取消、續期或復效申請；
- (2) 為提供產品及／或服務進行有關查核及資格審查、身分識認、健康評估及／或評保；
- (3) 提議、提供、維持、檢討、管理及評估產品及／或服務，包括處理任何索償，或該等索償的調查或分析；
- (4) 向閣下(及如法律許可，關連人士)促銷、設計、改善或推廣服務或相關產品及進行市場調查；
- (5) 行使任何代位權；
- (6) 允許本公司的實際或建議承讓人、受讓人，或本公司的權益的參與人或附屬參與人，就涉及的轉讓、出讓、參與或附屬參與的交易進行評估；
- (7) 遵守本公司或任何滙豐集團成員就任何合規責任或與之有關的任何責任、要求或安排(不論強制或自願性質)；
- (8) 進行金融罪行風險管理活動；
- (9) 遵守權力機關施加的任何責任、指令或要求；
- (10) 行使本公司或滙豐集團成員就向閣下提供的產品或服務享有的任何權利；
- (11) 維持滙豐集團或本公司與閣下的整體關係；及
- (12) 與任何上述相關或有連帶關係的用途。

SHARING AND TRANSFER OF CUSTOMER INFORMATION OTHER THAN PERSONAL DATA

We may (as necessary and appropriate for all or any of the Purposes) transfer, share, exchange and/or disclose any Customer Information (other than Personal Data) to all such persons as we may consider necessary (wherever located) including without limitation:

- (a) any member of the HSBC Group;
- (b) any agents, contractors, sub-contractors, service providers, reinsurers or associates of the HSBC Group (including their employees, directors, officers, agents, contractors, service providers and professional advisers);
- (c) any Authorities;
- (d) any party involved in any business transfer, disposal, merger or acquisition by us or any member of the HSBC Group;
- (e) any person to or with whom we or any member of the HSBC Group is under an obligation or required or expected to make disclosure or use data for the purposes set out in paragraph 7, 8 or 9 above;
- (f) anyone acting on behalf of you, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which you have an interest in securities (where such securities are held by us or any member of the HSBC Group for you); and
- (g) any party acquiring an interest in or assuming risk in or in connection with the Services.

分享及轉移非個人資料的客戶資料

如為所有或任何用途需要及適當的，本公司可向本公司認為所需的所有人士(不論所在處)轉移、分享、交換及／或披露非個人資料的客戶資料，包括但不限於：

- (a) 任何滙豐集團成員；
- (b) 滙豐集團的任何代理、承包商、次承包商、服務供應商、再保人或聯營人士(包括彼等的僱員、董事、職員、代理人、承包商、服務供應商及專業顧問)；
- (c) 任何權力機關；
- (d) 涉及本公司或任何滙豐集團成員的任何業務轉讓、出讓、合併或收購的任何一方；
- (e) 就上述第(7)、(8)或(9)項所載的目的本公司或任何滙豐集團成員負有責任或必須或被期望向其作出披露或與其使用資料的任何人士；
- (f) 代表閣下行事的任何人士、收款人、受益人、戶口代名人、中介人、往來及代理銀行、結算公司、結算或交收系統、市場交易對手、上游預扣稅代理、掉期或交易儲存庫、證券交易所、閣下擁有證券權益的公司(如該等證券由本公司或任何滙豐集團成員代閣下持有)；及
- (g) 取得服務的權益或繼承服務的風險的任何一方。